



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

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

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Monday, February 05, 2024 - 03:00 PM**

Call to Order

Clerk of Superior and State Courts

- 1 Approve the ratification of the annual contract for GovOS Comprehensive Records Management System for the Clerk of Courts' Real Estate Division to GovOs Inc. of Dallas, TX, in the amount of \$175,000.00.

Community Services and Parks

- 2 Approve the Property Services and Rental Agreement for Williams Mill Greenspace.
- 3 Approve the Property Services and Rental Agreement for River Forks Park.

County Attorney

- 4 Approval and authorization to declare approximately .22 acres of property owned by Hall County located at 3151 Old Cleveland Road, Gainesville, Hall County, Georgia to be surplus property which is unserviceable for County purposes, and to market such property for sale in accordance with state law, subject to approval of any proposed sale by the Board of Commissioners at a later date, and subject to review and approval by the County Attorney.

Financial Services

- 5 Approve the Fiscal Year 2024 Mid-Year Budget Reconciliation Resolution.

Planning and Development

- 6 Public Hearing for a new Malt Beverage and Wine Package Alcohol license for Kwick Mart located at 2672 Gillsville Highway, Gainesville, GA 30507. Ownership is Ananta DBM, Inc. License holder is Bhaumik Tiwari and the Registered agent is Marcos Elias Jr. Commission District 3.
- 7 **2955 Candler Road | Use Subject to County Commission Approval |** 17.170.020.13 Manufacture of cement, cement products, concrete, clay products, lime, gypsum, brick, tile or plaster of Paris | on a 33.46± tract on the east side of Candler Road, approximately 407 feet from its intersection with Dale Road | Zoned I-II; Tax Parcel 15025 000011 | **Proposed Use: concrete plant |** Commission District 3 | **Steve Gilliam, applicant.**

- 8 **5348 Channel Drive | Amend Conditions** | of a previous rezoning on a 17.60± acre tract located on the south side of Channel Drive, approximately 2,085 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15001C000007 | **Proposed Use: 2-lot subdivision** | Commission District 3 | **Robert Ratcliffe, applicant.**
- 9 **3922 Green Drive | Rezone** | from Residential-I (R-I) to Agricultural-Residential-III (AR-III) | on a 8.83± acre tract located on the south side of the Green Drive, approximately 348 feet from its intersection with Clarks Bridge Road | Zoned R-I; Tax Parcel 10156 000009 (pt.) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Larry Poole, applicant.**

Public Works and Utilities

- 10 Approve the award of IFB #032-44 Replacement of Sidewalks in Chicopee Village for Public Works & Utilities to Tovar Construction Concrete Walls, LLC of Alto, GA, in the amount of \$63,444.00.
- 11 Approve the sole source purchase of In-Lieu Fee Credits related to White Sulphur Road Realignment for Public Works & Utilities to Georgia-Alabama Land Trust, Inc. of Piedmont, AL. The estimated cost is \$733,760.00.
- 12 Approve the purchase of Cartegraph Enterprise Asset Management Software for Public Works and Utilities from Carahsoft Technology Corp. of Reston, VA, in the amount of \$145,769.12.
- 13 Approval and authorization for the Chairman to execute a quit-claim deed to Angela Hiers with regard to the Sardis Road Connector Project, Parcel 56, Hall County tax parcel number 10082 000084, 4016 Ledan Extension and authorization for the Chairman to execute any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.
- 14 Approve the acceptance of a \$203,984.00 Irrevocable Letter of Credit for Streets, Stormwater Management Facilities, and Sidewalks in Marina Bay 11 Subdivision. Commission District 2.

County Administrator

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

Commission Time

Adjourn

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



AGENDA ITEM

Clerk of Superior and State Courts

REPORT TO: Work Session (02/05/24)

REPORT TO: Voting Meeting (02/08/24)

ITEM NO: 717/2023

SUBJECT: Approve the ratification of the annual contract for GovOS Comprehensive Records Management System for the Clerk of Courts' Real Estate Division to GovOs Inc. of Dallas, TX, in the amount of \$175,000.00.

Meetings:

Work Session Date: 02/05/24

Voting Meeting Date: 02/08/24

Executive Summary:

Presenter: BP

Recommendation:
Approve.

Purpose of Request:

History:

Discussions began in 2017 regarding moving away from CJIS (in-house case management/financial receipting program)

Due to this upcoming change, Clerk made decision to go ahead with changing the Real Estate receipting program separately from the case management system, as the proposed vendor did not have a Real Estate option.

Agreement with Kofile/County Fusion for Real Estate indexing/financial receipting was signed by Clerk on October 8, 2019. (Agreement stated valid for 12 months from date of go-live, then four 1-year auto-renewals. Exp. 8.3.24)

“Go Live” date for Kofile/County Fusion was August 3, 2020.

“GovOS, Inc.” press release February 1, 2021. New Company under umbrella of Kofile.

Contract with ICON for case management/financial receipting software program signed September 28, 2021.

Request by Clerk’s Office to add Real Estate conversion and support to ICON contract presented at work session June 2, 2022.

Approved ICON Real Estate contract addendum signed June 9, 2022.

“Go Live” date for ICON case management/financial receipting was November 14, 2022.

GovOS ratification of agreement dated August 3, 2023. Confirms details of agreement from October of 2019. Clarifies “go-live” date. Clarifies that Kofile was predecessor of GovOS.

As of January 17, 2024, Clerk’s Office has not started formal process of converting from County Fusion to ICON/Catalyst.

Kofile/County Fusion Budget Information:

FY24 (July 2023-June 2024)

Clerk’s Office requested \$129,650 for account 100-280-52100 (General Funds-technical and professional services). Included in this total was a one-time amount of \$47,600 which was requested for a conversion from Kofile/County Fusion to Catalyst/ICON. This conversion cost was approved on 6.2.22. As of 1.17.24 this conversion has not taken place. Additionally, \$26,400 of the original request has not been used either, as this is for ICON monthly maintenance fees.

Amount approved for 100-2180-52100 \$139,021

Clerk’s Office requested \$151,700 for account 203-280-52100 (Restricted Funds-technical and professional services).

Amount approved for 203-280-52100 \$151,700

Approve the Annual Renewal of the GovOS Comprehensive Records Management System for the Clerk of Courts' Real Estate Division to GovOs Inc. of Dallas, TX, in the amount of \$175,000.00

Facts and Issues:

Options:

Agreement needs Ratification

Clerk of Court Real Estate Division

The Real Estate division records all land transactions for Hall County. The records begin in the year 1819 and go through the current year. Document can be searched in the indexes by year and name. Land plats are recorded in this division and are indexed by years under the name of the person that hired the surveyor.

Uniform Commercial Code Records

Uniform Commercial Code records can be found and filed here and electronically filed through the Georgia Superior Court Clerks Cooperative Authority. Uniform Commercial Codes are liens placed on personal property used as collateral, such as liens on boats, TVs, computers, and items in a business inventory.

General Execution Dockets

General Execution Dockets are found in this division. These dockets contain liens placed against an individual including hospital liens, federal and Georgia income tax liens, pending suits, Preliminary Notice of Lien Rights, and Materialman's Liens. Most information in the Real Estate division from 2003 to current can be found on the Georgia Superior Court Clerks Cooperative Authority website by purchasing an account at www.gscca.org/

| | |
|--|----------------------------|
| Funding Requested | \$ 175,000.00 |
| Are funds within current budget? | Yes |
| Source of Funds | Restricted / General 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? | 2024-01-08 |

Approvals:

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

Attachments:

- Financial Supplement
- Executed Ratification Document - GovOS
- Signed Agreement - Dated October 2019
- Most Recent GovOS Invoice
- Cost Worksheet



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

AGENDA ITEM 717/2023

Funds Requested: \$ 175,000.00 **Request Budgeted:** Yes

Proposed Source of Funding: **Budget Transfer Requested:**
 Restricted / General Funds No

Funding Source Items:

| Fiscal Year | Fund | Division | Account | Amount |
|--------------------|------------------------------|---------------------|------------------------------|---------------|
| 2024 | 203-RESTRICTED PROGRAMS FUND | 2180-CLERK OF COURT | 521000-PROFESSIONAL SERVICES | \$75,000.00 |
| 2024 | 100-GENERAL FUND | 2180-CLERK OF COURT | 521000-PROFESSIONAL SERVICES | \$100,000.00 |

Budget Transfer Items:

Additional Information/Comments:

Real Estate Division, Hall County Clerk of Courts

Contact for Questions: CHS **Phone:** 770-531-7058



Hall County Government

FINANCIAL SERVICES

CONTRACT SUMMARY

Date: 1/30/2024

To: Richard Higgins, Chairman, Board of Commissioners

From: Andy Penick, Purchasing Manager

Your approval is requested to ratify the attached Agreement.

Bid/Contract No: None

Contract Name: Comprehensive Records Management System

Department(s) Requesting Contract: Clerk of Superior Court

Vendor Name: Kofile Technologies, Inc., predecessor-in-interest to GovOS

Date of Next BOC Vote: 2/8/2024

- | | |
|--|--------------------------------|
| <input type="checkbox"/> Price Increase Requested | Percentage Increase: 12.5% |
| <input type="checkbox"/> Demand Service Contract | Previous Spend: \$202,923.21 |
| <input type="checkbox"/> Commodity Contract | Requested Amount: \$175,000.00 |
| <input checked="" type="checkbox"/> Service Contract | |

Comments:

To ratify the "Go Live" date of this Agreement, which also governs the term of the Contract and its renewal options, as August 3, 2020.

Renewal options are to be exercised annually by mutual consent of both parties until such time as terminated by County.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

PRICE INCREASE DETAILS

Bid/Contract No: No previous Contract Number

Bid/Contract Name: Comprehensive Records Management System for the Hall County Clerk of Superior Court Office

Price Increase: GovOS has requested a price increase from \$1.75 per document for CountyFusion conversion to \$2.00 per document, for a 12.5% increase, if approved.

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Most information in the Real Estate division from 2003 to current can be found on the Georgia Superior Court Clerks Cooperative Authority website by purchasing an account at <https://www.gsccca.org/>.



Ratification Agreement

WHEREAS, reference is made to that certain Proposal for a Comprehensive Records Management System - Hall County Clerk's Office, dated October 8, 2019 (hereinafter referred to as the "Agreement"), from Kofile Technologies, Inc., the predecessor-in-interest to GovOS, Inc., a Delaware corporation, and accepted by the Hall County (Georgia) Clerk of Court; and

WHEREAS, the undersigned hereby desire to clarify the "Go Live" date and to otherwise ratify, adopt, and confirm the Agreement, and all terms and provisions thereof, to the extent and in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom and other good and valuable consideration, the receipt and sufficiency of which are hereby accepted and acknowledged, the undersigned do hereby: (i) agree that the "Go Live" date, which also governs the term of the Agreement and its renewal options, was August 3, 2020; (ii) acknowledge that the Agreement had an initial term of twelve (12) months from the "Go Live" date and included four (4) one-year renewal options; and (iii) ratify, adopt and confirm the Agreement and all of its terms and provisions, and do hereby agree and declare that the Agreement, and all corrections and amendments thereof, are valid and binding on them as of the date hereof.

GOVOS, INC.

By: _____

Josh Stanley
Josh Stanley, its CFO

HALL COUNTY CLERK OF COURT

By: _____

Charles Baker

Name: _____

Charles Baker

Title: _____

Superior Court Clerk

Effective Date: August 3, 2023



**Proposal for a Comprehensive Records Management System
Hall County Clerk's Office**

Submitted to:

**Honorable Charles Baker Clerk of
Superior Court**

Hall County Clerk of the Superior Court

225 Green Street SE

Gainesville, GA 30501

Dated: October 8, 2019

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Introduction

Organizational Strength and Financial Stability:

Kofile Technologies, Inc. (Kofile) is a private corporation under the umbrella of Kofile Technologies Group, Inc. (f/k/a Kofile, Inc.). Its principal place of business is 6300 Cedar Springs Road, Dallas, TX 75235, and Kofile has five other Conservation and Digitization Laboratories across the US. Kofile currently serves numerous counties with complete records management solutions.

Kofile's record of accomplishment proves its ability to exceed a county's needs. This, and a reputation for outstanding customer service, has resulted in a significant market share in the industry. Kofile strongly believes that it is the most-committed company in the industry. Without question, it is the most financially backed. Kofile's financial structure is well suited to the needs of county governments. William D. 'Sonny' Oates is Kofile's CEO. Oates is a pioneer in the development and distribution of products and services to counties.

Kofile, its principals, directors, or majority shareholder(s), or any company Kofile has held a controlling interest in, or which has held a controlling interest in Kofile, has never filed for, involuntarily put into bankruptcy, nor declared bankrupt. Kofile's accounting department includes multiple personnel to guarantee a segregation of duties and a system of checks and balances. A computerized accounting software system assists with quality control and accounts receivable/payable. Kofile has three CPAs on staff, with a combined experience of over 75 years. As a privately held company, all corporate financial statements are CPA-prepared. Also, as a privately-held for-profit corporation, Kofile uses a national public accounting firm for internal audits.

Contact Information:

Kofile Technologies, Inc.
6300 Cedar Springs Road
Dallas, TX 75235

Executive Contact:

Kyle Chaney
Senior Manager
P: (210) 477-4101
M: (210) 240-9367
kyle.chaney@kofile.us

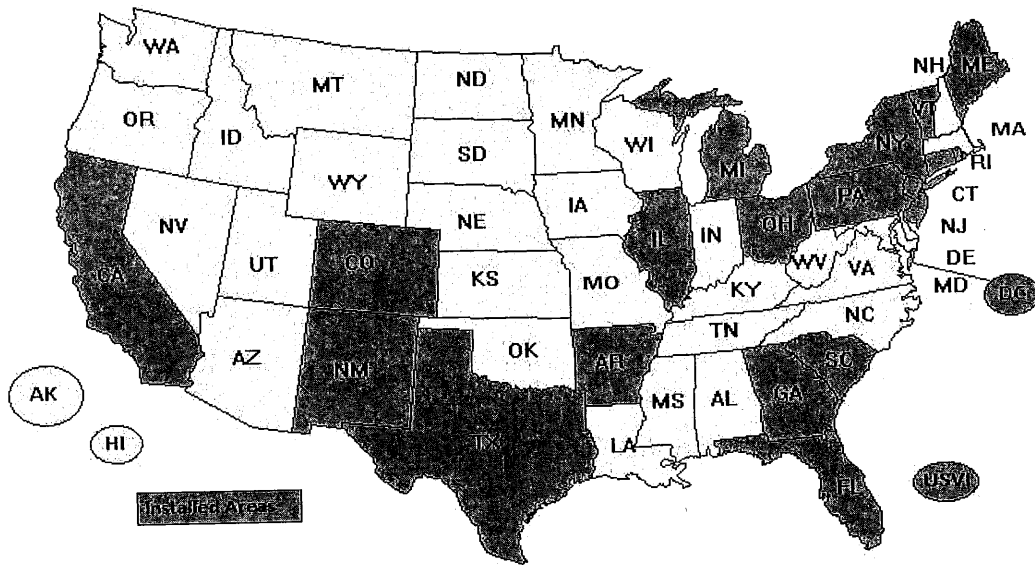
Kofile's Greatest Strengths - Kofile has the experience and technologies required to develop and support one of the leading edge records management solutions in the market today. Our knowledge and expertise from decades of involvement in records management offerings for government offices gives us a competitive edge, but our greatest strength is our commitment to continually offer the best solutions to work for your office. Each installation is unique and we will never treat it as a "cookie cutter" type project. Our team will take the time to understand your office's current processes and future vision in order to successfully develop our relationship to advance records management. When choosing Kofile, you are selecting more than a product and service but a partner who is dedicated to offering a solution that works in the present and in the future.

Summary of Kofile's Greatest Strengths:

| EXPERIENCE | INNOVATION | CUSTOMIZABLE FLEXIBLE SOLUTION | SERVICE ORIENTED TEAM |
|---|---|---|---|
| <ul style="list-style-type: none"> - 140+ system installations 21 geographical areas and over 70 government offices | <ul style="list-style-type: none"> - Built-in auto-indexing - Built-in auto-redaction - Self-service KIOSKS - eCertification - eFiling - FraudSleuth (with profiles) - Email return of receipts and escrow account usage - CountyFusion Software & Internet Services: designed to provide real-time information | <ul style="list-style-type: none"> - Custom Workflows - Custom interfaces, menus, fields, reports - Not a "cookie-cutter" solution - Solution is tailored to your office's needs and best practices | <ul style="list-style-type: none"> - All inclusive support & maintenance package including quarterly releases - Commitment to "Best in Class" service and "Raving Fans" - Continual focus on ongoing development |

Experience

National Presence - The Kofile Team has extensive experience in implementing records management solutions for County Government offices. Below, is a graphical representation of our installation and support experience of 100+ system installations in over 70 government offices across 21 geographical areas.



Local Experience - Kofile has over 30 years' experience implementing, converting and supporting document management systems specifically designed for county government. The system being proposed for the County Office has been implemented in numerous counties. The implementation and development team who would be assigned to the County has extensive experience in installing and developing records management systems. Every team member has over 5 years' experience with government records management systems. Most staff members have over 15 years' industry experience. The team also stays on top of the industry news and best practices through association memberships, conferences, educational sessions and publications including:

- IACREOT – International Association of Clerks, Recorders, Election Officials & Treasurers
- NACRC - National Association of County Recorders, Election Officials and Clerks
- PRIA - Property Records Industry Association
- AIIM – Association for Information and Image Management

Solutions for County Government

Our Mission

Our mission is to provide county government with cost effective tools, technology and services that will allow them to effectively and efficiently record, secure and access records and data.

Our Solutions

The versatility of CountyFusion's solutions and technology has been proven by the successful implementation of the solutions for land records, courts and licensing bureaus and by providing an electronic suite of platforms for eRecording, eFilings and eCertifications. We have also employed the resources and expertise to offer any entity a full spectrum of records management services ranging from on-site software/hardware installations, comprehensive training, ongoing support, data conversions and micrographics (scanning, indexing, archival) services all performed onshore.

Designed for county government, CountyFusion software allows the county holder of land and vital records to automate workflows, operate in an efficient and cost effective manner, utilize current resources, and better serve their constituents. CountyFusion can be expanded to incorporate other offices such as tax, assessor, and courts to create a comprehensive county records management solution. Kofile has designed the proposed system to be configured to a County's workflow. During the implementation process we work with you to map out the optimal workflow for your office based upon your desired operational efficiencies, your environment, volumes and staff. With our experts in workflow design, we provide our recommendations to ensure the workflow(s) will meet your needs and to best serve your constituents. At Kofile, we understand every County has their own special nuances, requirements, and proven workflows. For this reason, the decision was made to not sell counties a "cookie-cutter" solution, but rather a flexible and customizable solution, ensuring the County their unique needs and interests are considered and integrated into the final solution.

The Solution proposed for County addresses, meets and in many cases, exceeds all of the County's current requirements, while leaving enough flexibility to address future configurations and state mandated programs.

The Solution includes:

- CountyFusion Software
- Implementation Services
- Conversion Services
- Training Services
- Integration Services

Solution Overview

Kofile offers a total records management solution for county government offices. Our Solution encompasses the latest security and technologies through a full-spectrum of services enabling your office to reach three vital initiatives:

Digitize the Past

We can help county government offices digitize the past by converting historical land records into an easy-to-manage electronic format. We scan and index your archived records so you won't have to rely on original formats that are fragile and difficult to store and access.

Features:

- Images and indexes film, fiche, books, aperture cards and maps
- Legacy database conversions
- Data authentication
- Quality Control Reporting
- Film Archival

Automate the Present



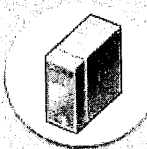

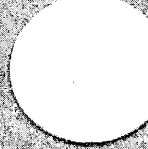

Kofile helps county government offices automate their records management, maintenance, and reporting processes with CountyFusion, our customizable solution for recording offices. With CountyFusion, you can have peace of mind, knowing that your public records are organized, accurate, and supported by our ongoing service, support and development. Our CountyFusion technology is designed to help you serve your constituents with more speed and quality. Your staff will find it easy to use our system, because we design your customized system with their workflows and most important tasks in mind. With CountyFusion you'll quickly gain quantifiable improvements and peace of mind for your entire team. The Solution is designed to be user-friendly and promote accuracy and efficiency through advanced technologies and proven processes. It offers a streamlined method for the County to record, eRecord, index, image and retrieve records. The CountyFusion System will enhance the County's operational efficiencies, maximize its resources, improve the quality, integrity and security of the records and images, and allow County to enhance the services provided to constituents.

Features:

- **Recording**
General transaction information entry | Cover sheets with barcodes | Quick Calculation interface to determine fees due for walk-ins
- **Cashiering**
Automatic Calculation of Fees | Fees broken down by document and transaction | Detailed Receipting
- **Scanning**
Imaging | Batch Scanning | Supports Scan-first workflow and Self-Service KIOSKS

- **Indexing**
 Advanced Indexing with OCR/ICR | Automated Indexing | Redaction | Automated Redaction | Verification
- **Archival**
 Image to film archival in accordance with State guidelines
- **Search portal**
 Secure Web-enablement | eProcessing | Private Labeling | Clerk's website for improved service and communications to public | Advanced search functionality to improve experience for agents and public | Professional/advanced searches for agents | Simple searches for general public | New Revenue Streams available immediately
- **Administration**
 User Roles | Financial Reports | Comprehensive Reporting | Auditing | Performance Metrics | Escrow Account Maintenance
- **eSolutions SUITE: GO GREEN!** and save time and money for your office and constituents.
 eRecording | eFiling | eCertify (additional fees would apply to add this feature) | Email Integrations (email receipts & documents) | Online Application Processing
- **Value add-ons**
 Customizable Workflows | Integrations | Enhancements & Upgrades | User Group Meetings | Dedicated Ongoing Support & Training | Fraud Prevention Aid with FraudSleuth | Integrations with other County Offices | Data Conversions

Complete Records Management System
 Land Records | Courts | Case Management | Vitals | Licensing | Permits

| Basic Modules | Advanced Modules | Administration Modules | eSolutions Suite | Value Added Services |
|--|--|---|--|---|
|  <p>Manage documents with ease and implement the workflow you choose</p> <ul style="list-style-type: none"> • Recording • Cashiering • Imaging • Indexing • Customized Search Portal • Web Enablement |  <p>Added efficiencies and security measures to protect data and constituents</p> <ul style="list-style-type: none"> • Redaction • OCR/ICR Indexing • Self-Service KIOSK • FraudSleuth to aid in preventing Real Estate fraud and theft |  <p>Full auditing and tracking abilities</p> <ul style="list-style-type: none"> • User Roles • Financial Reports • Transaction Reports • Performance Metrics • Escrow Account Maintenance • Auditing |  <p>Green initiatives with time and money savings for your office and constituents</p> <ul style="list-style-type: none"> • eRecording • eFiling • eCertify • Email Integrations • Online Applications • Auto Redaction • Auto Indexing |  <p>Not just a vendor, a partner who understands your mission</p> <ul style="list-style-type: none"> • Customizable Workflows • Integrations • Enhancements • Upgrades • User Groups • Ongoing Support • Ongoing Training |
|  <p>All Inclusive Solution Configurable Workflow Dedicated Support</p> | | | | |

Secure the Future

We can help county government offices secure the future by providing state-of-the-art backup and file protection services to keep public records protected from catastrophic loss. In addition, we are experienced in helping recording offices proactively develop a strategy for preserving, protecting, and recovering records in post-emergency situations.

Features:

- Central, secure database
- Redundant server off-site
- Disaster Preparedness
- Records accessible 24/7

4 levels of Replication: 1) on-site automated backup; 2) replication to data center; 3) automated backup at data center; and 4) archival to microfilm

CountyFusion Software Specifications

As a result of our discussions with County, our goal is to partner with your office and implement a solution that exceeds all of your business requirements and addresses the areas of opportunity that have been identified.

Together we will:

- Enhance your operational efficiencies to maximize resources
- Improve the quality, integrity and security of your records
- Improve the service provided to your constituents and agents
- Integrate other areas of the county to create consistency and eliminate redundancy
- Preserve and protect land records and other public records

Our proposed pricing includes the following products/services:

- CountyFusion Software Licensing
- Data and Image Conversion
- Implementation & Installation Support
- Hardware Equipment (includes installation and configuration)
- Ongoing Support & Development
- Ongoing Enhancements & Upgrades

CountyFusion Software System Software Modules

Imaging Module

The automated processes used during the image capture portion of the workflow are based on user preferences and or administrative controls. The system is customizable to allow for the individual to establish minimal computer-enhanced processes which will automate such routines like automatic cropping, de-skewing, de-speckling, etc. As some of these features are not necessary during the scanning process based on the quality of the document, some documents such as back file scanning of older books may require these functions.

The CountyFusion system can also be setup for administrative control of image processing feature to add more control of what information or image modifications are allowed by each user. Based on a detailed review of the parameters of the office and the documents captured, minimum standard requirements would be established to ensure no system operator modifies

any document beyond the acceptable limits of the captured image. This also helps ensure that a standard is followed and any document requiring enhancement is clearly identified immediately.

Cashiering Module

CountyFusion's Solution includes a robust, user-friendly cashiering module that tracks all monies taken and dispersed by your office. The CountyFusion System allows the County to accept and process multiple payment types including cash and check transactions, pre-paid escrow accounts, debit accounts, ACH electronic payments and credit card fund processing. The system provides customer account statements and the ability to invoice customers. CountyFusion provides the County ways to easily correct errors and monitor all activity through detailed audit trails. Each transaction can be tracked by user and by workstation to allow detailed reporting. The CountyFusion System allows a user to quickly switch logins at a workstation to ensure the transaction is recorded under their name. Close-outs can be done on demand or at desired times of the day

The CountyFusion system has a very robust reporting functionality which allows the administrator to track almost every aspect of production, transactions as well as financial and audit reports. Receipts are processed upon the acceptance of money for any transaction. Receipts can be generated on-screen and show details as desired by the County and be printed upon demand or automatically. Daily, weekly, and monthly receipting and other financial reports are available for balancing of funds. CountyFusion works closely with the County to ensure reporting requirements are met during the implementation process.

Advanced Indexing Module

The CountyFusion System is packaged with its own OCR/ICR technologies. The intelligent software is developed, maintained and supported by the Kofile team. The OCR/ICR engine in CountyFusion utilizes ABBYY as a 3rd party component.

The CountyFusion Solution streamlines the data entry and verification process for your office with advanced indexing capabilities:

- At the core of CountyFusion's scanning, imaging, and indexing solution rests CountyFusion's advanced Optical Character Recognition (OCR) and proprietary Intelligent Character Recognition (ICR) technologies that not only convert documents to electronic format, but also automatically identifies predetermined information within documents, such as parties to a contract, dates, legal descriptions, addresses, dollar amounts and other important information from unstructured documents.
- Optical Character Recognition (OCR) and Intelligent Character Recognition (ICR) which expedites indexing and improves accuracy of information through Automatic Identification, Automatic Validation and Automatic Population during the indexing process.

- **Automatic Validation:** The CountyFusion OCR engine compares the data entered into the system with what is on the document, using color coding to identify if it agrees or identifies discrepancies. Indexers can quickly identify areas that require attention.
- **Automatic Identification:** The CountyFusion OCR engine can also look up fields in the document to allow 'drag & drop' of text with parsing of data.
- **Automatic Population:** The CountyFusion ICR functionality (smart indexing) will automatically populate fields with data from the document. Certain rules are built into the system to look for pattern definitions or triggers to identify the fields.

Redaction Module

The CountyFusion System includes the ability to automatically and manually redact sensitive data on documents submitted for recording.

Kofile understands the importance of protecting citizens' private data and includes redaction capabilities in our proposed CountyFusion application. The redaction module is developed in-house by Kofile's development team.

The redaction process for sensitive data such as social security numbers is handled in the indexing phase of each recording. The CountyFusion System includes redaction and auto-redaction features.

When a document is redacted, the CountyFusion System automatically saves the original document (to be accessible by staff) and creates a redacted copy which is available to the public. The redaction process for social security numbers is handled in the indexing phase of each recording. During the indexing process, the document is run through our OCR Engine to identify any social security numbers or any other predefined information or fields. This will allow the indexer or verifier to quickly identify any social security numbers and confirm redaction of them.

CountyFusion is designed to allow for customization of the use of certain utilities. This is one utility that can be utilized upfront when the indexing is being done on a document or as the document is being viewed by the public.

The CountyFusion redaction process is very detailed to ensure proper safeguarding of citizen's private information:

- Images are run through OCR/ICR processes identifying SSN and other identified sensitive information.
- Only the area containing the sensitive information is redacted by utilizing the auto-redaction feature of the system or manually redacted by lassoing for handwritten data. Whole pages or portions of pages are never masked.

Financial Administration Module

CountyFusion provides the ability to capture financial information for all system transactions.

During the implementation process, CountyFusion tracks all monies that are accepted in the by the County Office and how these monies are distributed. The fee calculations are set-up by document type to allow the system to automatically calculate fees and taxes. There is a one click 'Accept Payment' option that allows the County to accept the fees for the processed document(s). The system allows the County to accept whatever payment method(s) that they want. The system has validation points and checks to ensure the correct amount of money is entered for collection – must match payment due or can tell you what change is due or allows you to enter 'change' into an overage account. The receipt is automatically generated. The details displayed on the receipts are defined by the County.

The amounts of all monies accepted are stored in the system and posted to County defined General Ledger accounts if desired. Detailed reports are available for cash-out summary and/or receipt registers to ensure you have the correct information for balancing money, close-outs and/or auditors.

County Search Portal

The CountyFusion System was designed with input from public users and title searchers from across the country. This feedback was critical to ensure the interface to access indexes, perform searches, view images and print documents are intuitive and easy to use. This proven interface would be available for the County's patrons from public workstations in the County Office.

Kofile's recommended solution includes the ability to provide patrons access to the County records online. The Solution provides County with the following:

- Secure website and County Portal that is intuitive and easy to use that is accessible via the internet or at the County office
- Public search site will mirror the search interface used by the internal County staff
- Option to charge for access (subscription fee) to the County Portal with all reporting and tracking of this information
- Ability to search, view and print from home, office or public workstations
- Ability to have watermark on printed images from the County Portal
- Clerk's website for improved service and communications to public
- Advanced search functionality to improve experience for various levels of users
- County-defined user levels such as:
 - Professional / advanced searches for agents that includes viewing of images
 - Simple searches for general public

FraudSleuth

CountyFusion's FraudSleuth aids in the detection of possible fraudulent activity regarding documents filed in County offices where land records are maintained. Property fraud has become an increasingly common concern in the United States. According to the FBI, it is the fastest growing white-collar crime. Identity theft has been a popular method used for fraudulent activity in which offenders gain benefits but property fraud is even more devastating especially when a portion of required information to commit the crime is on public record. Your office can take steps to protect your constituents' rights to their home(s) by empowering your office and constituents with FraudSleuth's easy to use features. County offices can prevent the loss of time, money and worries associated with correcting mortgage and deed fraud with simple look-up features directing the public to search their own name and property for documents recorded on public record or signing up for email alerts to be notified when a document is recorded on their name and/or property.

Integration with Other County Systems

CountyFusion's solution is designed to be conducive to integration with other systems. Kofile has implemented successful integrations in several counties with the CountyFusion system. Our team will work with your office to determine the integrations desired to increase efficiencies and eliminate redundant processes to save time and money for all involved departments. Integrations will be provided for mutually agreed upon industry data and image formats for systems integration. Kofile requires cooperation from the County's current vendors for integrations to be successful. Basic integrations are included with the Solution at no additional cost to the County. If integrations are more complex and additional costs are involved, a detailed statement of work will be presented to the County for review before proceeding.

eRecording Module

CountyFusion's eRecording Solution has been designed so that it is integral to the system and does not require third parties. Kofile offers our own eRecording portal eSecureFile, which fully integrates with the CountyFusion System. Documents submitted via eRecording are handled the same exact way as if they were submitted in person or by mail. The only change is your office's process has been simplified by eliminating all or most of the indexing requirements and scanning needs. Additionally, the CountyFusion System does and can integrate with third parties such as Simplifile, CSC, ACS, Tyler, Manatron, LPS, New Vision or ePN. The CountyFusion eRecording solution only requires that a submitter has access to the internet and a scanner.

CountyFusion assists with notifications to agents and submitters and provides training and Quick Reference guides on the County Portal. We have employed multiple levels of security including 128-bit encryption and PKI to ensure that all transactions are secure.

CountyFusion's eRecording solution is also seamless for the County. The office will have an additional method of receiving documents and can reduce the handling of paper within the

office. The County sees one process even if the eRecordings are submitted through another Submitter portal.

One of the tasks is called 'e-Processing'. When this task is selected, the recording staff can process documents the same way as any other document that is submitted to the office (with the elimination of the need to scan since this step will have been completed at the submitter's end). This includes the ability to override fees and indexing information depending on user rights, to add disclaimers to images, as well as offer ease in making changes to electronic labels, such as document types and fees.

Once the fees have been accepted, the document and receipt are automatically sent back to the submitter and the official recorded document resides in the County system. If a document does not meet County's recording requirements, it can be rejected in the same method as documents submitted by other methods (mail, walk-in etc...). The County staff would click the "Reject Transaction" button, select reason(s), type in any supporting details and an electronic letter would be generated. The letter and documents would be sent/returned to the submitter electronically via a secure connection.

CountyFusion's eRecording functionality is based on the most recent approved PRIA standards (PRIA DTD and iGuide). State regulations and PRIA standards have been used as guidelines throughout our product development. As an active PRIA member, KOFILE is committed to keeping up to date with the latest PRIA standards.

eSuite Solutions

eCertification: Ability to electronically certify documents and return electronically. In lieu of eCertifications, the County can opt to provide the ability for users to request and pay for Certified Copies on-line. The request is sent to the County Clerk's office with a copy of the document for processing and mailing.

eApplications: Ability to initiate application processes online including marriage applications.

Email Integration: Ability to email account holders notifications account statements and escrow account summary bills. Receipts or rejections can also be emailed directly to submitters if desired.

Self-Service Kiosk

CountyFusion supports a self-service recording KIOSK that enables customers to scan documents for recording and remit recording fees using the KIOSK's scanner and intuitive touch-screen monitor. Upon submitting a document for recording with the self-service KIOSK, the original document is immediately returned to the customer, and an electronic image of the scanned document is placed in a queue for entry into the County's official records, eliminating the need for the County staff to handle paper documents.

All documents submitted to the Office, whether via the self-service KIOSK, the mail, the recording counter, or eRecording, are date/time stamped and placed into a central recording queue for entry into the County's official records, which is viewable to the public on a wide screen monitor in the County Clerk's Office, allowing each customer to determine the exact order in which documents are to be officially recorded. Once documents submitted via the self-service KIOSK are accepted for recording, a copy of the document is automatically emailed to the customer, usually within one hour of the initial submission to the KIOSK.

The increased efficiencies provided by the self-service KIOSK benefit both the County Clerk's Office and its customers. While the County staff is still available to interact directly with customers at the counter and to provide assistance with the KIOSK when necessary, the KIOSK's automated workflow allows the staff to spend less time handling paper documents and more time focusing on customer service and ensuring that documents are entered into the County's official records as quickly and accurately as possible.

Configurable Workflows

CountyFusion also understands that every County has their own special nuances, requirements, and proven workflows. For this reason, the decision was made to not sell counties a "cookie-cutter" solution, but rather a flexible and customizable solution, ensuring the County their unique needs and interests are considered and integrated into the final solution.

Designed for county government, CountyFusion software allows the county holder of land and vital records to automate workflows, operate in an efficient and cost effective manner, utilize current resources, and better serve their constituents. CountyFusion can be expanded to incorporate other offices such as tax, assessor, and courts to create a comprehensive county records management solution.

Kofile has designed the proposed system to be configured to a County's workflow. During the implementation process we work with you to map out the optimal workflow for your office based upon your desired operational efficiencies, your environment, volumes and staff. With our experts in workflow design, we provide our recommendations to ensure the workflow(s) will meet your needs and to best serve your constituents.

Reporting Module

The CountyFusion software solution is packaged with a robust reporting module allowing for various types of reports to suit any county's needs. The system is able to generate but not limited to furnish any type of customized financial, administrative or performance report to either provide a quick summary or detailed listing.

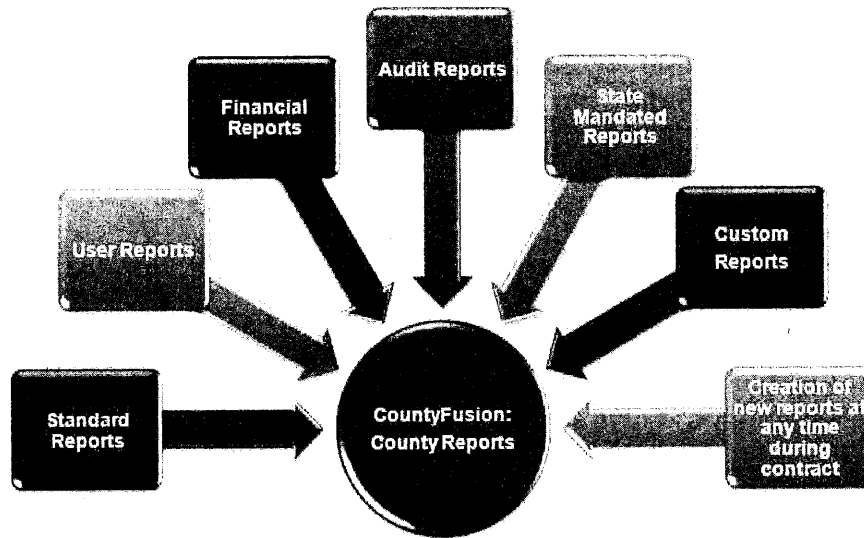
The CountyFusion System is able to generate the following reports requested by County Clerk's Offices:

- Category Doc Numbers – Contains the first document and last document numbers for the dates specified with Counts by Category of Documents.
- Category Docs Breakdown – Contains a list of all the departments, categories and document types
- Category Fee Breakdown – Contains a list of all the departments, categories, document types and fees associated, shows fee amount and configuration and indicates which fees are set as default fees.
- Category Fee Summary – Summary of fees by category separated by cash (cash and checks) vs. non-cash with a total count of fees collected. Also displays category totals and a grand total.
- Category Totals – Fee Totals broken down by category and references the general ledger Account Numbers associated to each fee. Gives category totals and a grand total.
- Check Log – List all checks and Check amounts.
- Check Refund Log – Displays all request for check refunds with the transaction#, date, cashier, first doc#, fee total, check number of original, amount of original, the refund amount and the name and address for the refund.
- Client Activity – Shows total amount of activity on for each client that has an escrow account, separates the activity by charges and deposits. Also shows beginning and ending balances for each account.
- Client Current Balances – Displays the current balance for each client that has an escrow account regardless of the balance.
- Credit Card Log – List of all credit card and ACH transactions (e-Recording) totals broken down by card type.
- Daily Revenue Cashier – Show break totals for each payment type for each cashier also incorporates beginning balances to show a true ending balance of the drawer.
- Day Book – Report of all documents recorded for the date. Displays instrument #, book, page, date, time, instrument type, grantor, grantee and return to address. Gives a total number of documents for the day.
- Day Book by Instrument Number Same as the Day Book report, but ordered by Instrument Number.
- Deleted Report – List all document that have been deleted (not expunged)
- Doc Type Fees – All Fees Collected and displays total amount of each fee that was waived.
- Documents Checked Out – Lists all documents currently checked out by users.
- Employee Production Cash
- Employee Production Index
- Fee Summary – Gives a total count for each fee and the amount collected with a grand total.
- General Ledger Summary – Give the total amount collected based on the general ledger account codes.
- General Revenue by Category – Gives fee totals based on the Category
- Grantee – Displays index information sorted alphabetically by Grantee
- Grantor – Displays index information sorted alphabetically by Grantor

- Invoice Details – Displays all Transactions charged to an account with the document number and instrument type listed, gives Running Balance and total owed or balance on account
- Invoices – Displays all Transactions charged to an account with the document number range listed, gives Running Balance and total owed or balance on account
- Mailing Labels – Displays all address that is flagged for return address labels.
- Mailing Labels by Doc – Displays all address that are flagged for return address labels, sorted by Doc Number
- Missing Document – Lists all the missing documents
- Missing Image – Lists all the documents that do not have an image
- Missing Index – Lists all documents missing indexed information
- Redaction Status – Lists all documents that have not been reviewed for redactions
- Rejection Letter – Generates a Rejection Letter for mailing to the customer
- Replenish Letter – Generates a Replenish Letter for escrow accounts who's funds are low based on configured thresholds
- Scan Mismatch – Lists all documents where the image page count does not match the cashiered number of pages
- Security Paper Voids – Lists all security paper numbers that have been voided
- Statistical Report – Lists the number of documents filed for each document type and the amount of money collected.
- Suspend Letter – Generates a Suspend Letter for mailing to the customer when a transaction is Suspended
- Transaction Detail – Shows all details of the transaction
- Transaction Summary – Summarizes each transaction and displays the totals
- Transaction Void Detail – Shows all details of the voided transactions
- Verify Report for User Indexing

Kofile's annual support and maintenance package also includes creation of reports and modification of reports for the duration of the contract. If data is entered/stored in the CountyFusion System a report can be created to suit your office's needs.

CountyFusion's Reporting Package



CountyFusion Comprehensive Reporting Package

- If data is captured within the System, a report can be generated based on the data.
- New reports and modification to reports are part of the support and maintenance package.

CountyFusion Software Technical Specifications

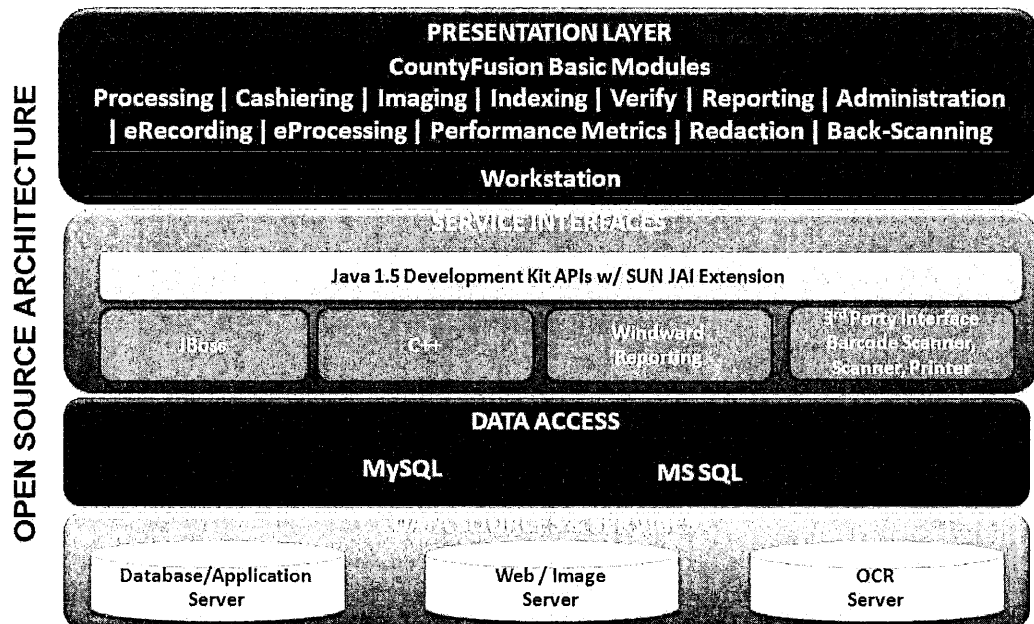
CountyFusion Application Architecture

Kofile's CountyFusion software is designed to be easily tailored to a County's specific requirements. CountyFusion is built on top of the Java 1.5 Development Kit APIs along with the SUN JAI extensions and some third party APIs for interfacing with scanners, printers, and bar code readers. All of the code in CountyFusion is written in the latest version of the Java programming language, with the exception of some interfaces for accessing OCR engines which are written in C++. These interfaces are called from the Java code. The solution that is offered in this proposal will specifically meet your County's requirements and will be of the latest version available.

The CountyFusion application is a Java based application. The application sits on each workstation and communicates with the database, application, OCR, image and web servers to process tasks.

The external county site where users can login to perform searches, order copies of documents, submit online applications and/or maintain account usage is hosted by Kofile in a JBoss environment.

CountyFusion Application Structure Diagram



A departmental license to use the CountyFusion software application is included in the cost of the proposed solution.

The CountyFusion application uses the following 3rd party components:

| No. | 3 rd Party Software | Purpose | Provider |
|-----|--------------------------------|--|----------------------------------|
| 1. | Windward | Reporting | Included in CountyFusion |
| 2. | ABBYY | OCR/ICR | Included in CountyFusion |
| 3. | Java | Software code base | Included in CountyFusion |
| 4. | DeJa Viewer | Image viewer | Included in CountyFusion |
| 5. | MySQL or MS SQL | Database | Included in CountyFusion |
| 6. | Windows Server | Server OS | Included with hardware equipment |
| 7. | Windows 7 and higher | Workstation Operating System | Included with hardware equipment |
| 8. | Browser (Firefox, IE) | Search interface | Free download |
| 9. | Adobe Reader | View receipts, letters, forms, reports | Free download |

Support for all components is provided by Kofile as part of the annual support and maintenance package for software and hardware. Kofile will be responsible for ensuring the CountyFusion system will continue to function on future upgrades to the OS and Java.

Initial Configuration

A combination of client-server and 3-tier architecture allows us to share code among the modules and between the thin and thick client while allowing us to use the processing power of modern workstations and minimize the network traffic within the office. The thick client incorporates the UI for the desktop as well as the code from the thin client’s middle tier and they both use the same database on the backend. All business logic and database access are in the shared code so enhancements and fixes to those areas are automatically available for both clients.

Delivery of Updates

Once builds have been tested, customers are advised of the new features that are available. JNLP and web interfaces are used to deploy to a single server to have clients update automatically from the next time that they start the CountyFusion application.

Kofile releases an update of the CountyFusion software system on a quarterly basis. All clients are given the latest version of the software 4 times per year.

KOFILE remedies software bug fixes under no formal release schedule and strives to correct a software bug (flaw or error that prevents a program from working as it was intended) as soon as feasible.

Upgrades and enhancements are driven by customer feedback, regulatory mandates and industry standards. As improvements are identified that will benefit the majority of our clients, they become part of our development strategy. We continually work with our customers to gather feedback on how the application can be enhanced.

Scope of Services

CountyFusion includes the installation, training and project management support to ensure the project is implemented on schedule and to specification. Following contract execution, our team meets with the County implementation team to review the project plan and to mutually define other key personnel for the term of the project. We work closely with the County team to determine how best to work together and limit demands on your time. During this meeting we also establish a weekly call schedule for regular updates and to make sure all information has been received. We will have a sign-off procedure for the agreed upon specifications. If changes are requested following sign-off, they will be reviewed and discussed with the County to determine the impact on the current project plan and timeline. We will manage change orders in coordination with the County with proper sign-offs as well.

Project Management

Kofile will focus on a partnership with County and dedicate the resources to ensure a smooth and seamless transition from your current environment to our proposed solution. The system is designed to be customizable to your specific workflows and environment. This flexibility allows your office to have input to create the desired solution and environment that will maximize resources and operational efficiencies. Kofile's expert team will provide insight and recommendations to continuously improve efficiencies.

As defined in the roll-out phases of the project plan, the first phase of the project will be the Project Initiation Phase and will include the following steps and will take place over a few days.

- Project kick-off
- Introductions of project team and definition of roles
- Detailed review of Technical Requirements to clarify and verify requirements. If any gaps are identified in this analysis, they will be reviewed and discussed with the County team. Additional specifications, details or enhancements will be documented and incorporated into the development and project plan.
- Collection of other details, sample forms, reports, field layouts, etc. for further review and assessment. Subject matter expert(s) should be identified within county that can be contacted on specific questions.
- Detailed assessment of hardware and workflow.
- High-level review of project plan, milestones and dates.

Kofile's project team will analyze the details collected above, build in any additional configuration or development and then finalize the detailed project plan to review with County for sign-off and execution.

Kofile assigns a project manager and project team that will work all involved parties to execute the phased project plan as outlined in this proposal. Our project management approach is very structured and includes regular meetings and status updates. These forums are usually used to identify any issues or concerns but the County can bring any concerns and issues to the project manager's attention at any time. Issues and concerns are reviewed and related impact to project is identified. The project manager will facilitate the resolution of any issues, in coordination with the County as appropriate, and communicate the resolution to the project team.

Kofile also has an escalation process that will be reviewed with the county during project planning phase. It is critical that the resolution and escalation procedures are reviewed and agreed upon during the project planning phase. Kofile will work with the County to follow any standard procedures the County may already have in place. The project manager will ensure the Kofile team adheres to the agreed upon processes and communicate effectively on a regularly scheduled basis with the County throughout the entire project.

- Kofile complies with industry standards that are relevant to our services and solution. Our organization will comply with any State, County and other regulations that would be involved in the contract with the County Office.
- Throughout the detailed project plan, review and approval steps are built for the County. This includes testing phases of the system as well.
- Kofile employs a team of internal quality assurance and review professionals that rigorously test system configurations and development and conduct quality assurance reviews and compliance testing prior to installs or deployments.
- Strict internal quality controls are also adhered to with regard to testing and product environments as well.

During the project planning and implementation phase, there will be various checkpoints and monitoring of the project being performed by the project manager, account manager, lead developer, quality control lead and implementation lead to:

- Confirm interpretation of the project is in line with the County's requirements
- Evaluate effectiveness of CountyFusion features to the County's desired workflow
- Participate in assessing hardware needs for procurement along with proper configuration
- Quality verification of data conversion including structures
- Quality verification and certification of requested integrations
- Responsible for verification of the design, procurement, installation, test and inclusion of appropriate acceptance criteria

Key Elements of Kofile's Implementation Approach



Key team members who will be involved with the County office are:

| Role | Assigned Team Member |
|---|------------------------|
| Executive Contact – Escalation of any matter including customer care, system related matters and contract related matters. | Kyle Chaney |
| Account Manager – General contact regarding Kofile's services and point of contact for any new projects to scope and quote. | Steven Farr |
| Senior Manager of Operations – 2 nd point of escalation for system and customer care related matters and manages implementations. | Jeff Rothenberg |
| Development Lead – Heads the release components, schedule and testing of new enhancements, features and integrations for the CountyFusion System. | William (Bill) Andrews |
| Supervisor of Customer Care – 1st point of escalation for system and customer care related matters. | Gwen Sina |
| Technical Support / Training Specialist – Responsible for assisting in implementation and training prior to and after go-live | Eric Fulton |
| Customer Care / Support Lead – General point of contact for system related matters. | Geoff Davis |

Project Plan Deliverables

A detailed plan for product development, installation, data conversion, hardware acquisition and training was developed with a detailed timeline and clear deliverables. Detailed documentation will be presented upon contract award. Our deliverables include:

- Detailed installation plan and timeline with clear deliverables
- Comprehensive training for all users
- A fully operational application
- Plan for ongoing use and development
- Continued support plan

Below is a high-level overview of our implementation timeline. A detailed project plan is included with the installation of the CountyFusion System. The plan will detail all milestones and tasks to be reviewed and signed-off by Kofile, the Clerk's and the designated Project Champion.

Sample CountyFusion Installation Timeframe with Major Tasks

| ACTIVITIES | | MONTH 1 | MONTH 2 | MONTH 3 | MONTH 4 | MONTH 5 | MONTH 6 |
|--|-----------------------------------|---------|---------|---------|---------|---------|---------|
| Requirements | Kick-off Meeting | ■ | | | | | |
| | Scoping & Analysis | ■ | | | | | |
| | Site Visit / Workflow Evaluation | ■ | | | | | |
| | Process Mapping | ■ | | | | | |
| | Hardware & Environment Assessment | ■ | | | | | |
| Customization/ Development | Data Conversion / Testing | | ■ | ■ | ■ | | |
| | Tailoring to specifications | | ■ | ■ | ■ | ■ | |
| | Change management | | | | ■ | ■ | ■ |
| | Q/A & QC | | | | ■ | ■ | ■ |
| Implementation, Installation Training | Equipment Set-up | | | | ■ | ■ | ■ |
| | Install | | | | | ■ | ■ |
| | Testing in Environment / Feedback | | | | | ■ | ■ |
| | User Training (internal/public) | | | | | ■ | ■ |
| | Go Live / On-Site Support | | | | | | ■ |
| | Evaluation/Enhancements | | | | | | ■ |

Index and Image Conversion from Legacy System

The Kofile team has imported and converted land records from numerous types of databases and files. Our approach to data conversion is to receive a sample file from your current system,

evaluate the file layout, determine file mappings and then determine the best way to convert into CountyFusion. Our required file format is quite flexible.

Kofile realizes that a successful data conversion is critical to a successful implementation of our software. Using our advanced technology, we ensure a timely and successful conversion of your current data. This expertise has allowed us to successfully convert numerous databases from multiple formats. We employ strict quality controls to ensure the integrity of your data. Testing and acceptance is done before your go-live date.

Kofile recommends following the PRIA standard XML output format when converting data. Since Kofile is very familiar with the different ways counties save their data from having converted data from over one hundred (100) counties, we are aware that you may have special indexing requirements and methods. For this reason, we analyze your records and do the work in mapping the data properly. Our team will work with your County to properly understand your indexing procedures.

During the migration process, Kofile will also perform an extensive pagination process to cross-link all data to the associated images. During this process, a rigorous Quality Assurance process or standard is adhered to in order to ensure a clean migration to our system. All functions within these processes are followed by detailed reporting of any errors, omissions or anomalies throughout the migration process.

The image file headers utilized within the CountyFusion application are all non-proprietary and standard image file formats. The image processing is designed to utilize a typical TWAIN driven device which will export an image to any typical TIFF Group 4 compression image file format. Our file formats are based on client requirements and all associated documentation will be provided as necessary.

Please note that the data conversion does not include verification of the accuracy of the existing indexed data. Kofile does provide queries that identify suspicious index content for the County's review. We ensure that all current data is converted into the new system correctly and is available for your end users.

Below is a high-level overview of CountyFusion's data conversion process:

- Receive Data & Images from County/Vendor in Agreed Upon Format (timeliness is critical to meet deadline)
- Review & Assess Data
- Confirm All Fields & Clarify Mappings
- Map Fields
- Test Conversion & Provide Quality Report
- County Acceptance of Test Conversion
- Data Cleansing and Additional Testing

- Final Sign-off of Conversion by County
- Complete Changes and Conversion
- Receive Data Gap @ Day End
- Final Conversion (at night)

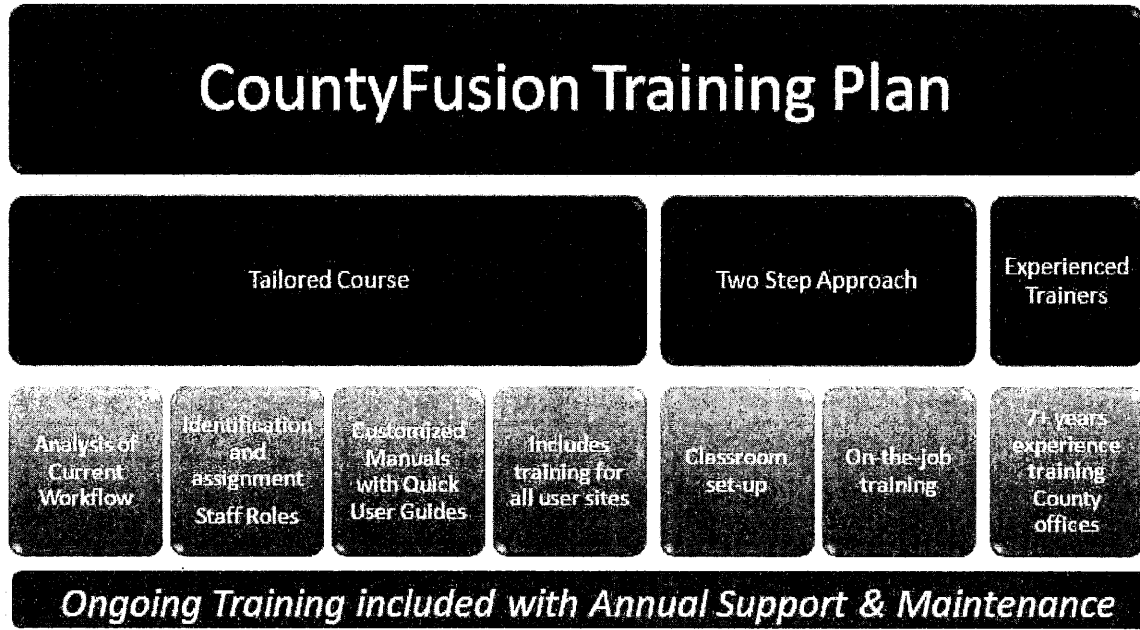
Training

The CountyFusion Solution includes a thorough training curriculum to ensure all parties using and accessing the system are properly trained. KOFILE's trainers will work with the County's team and public searchers so they may reach an acceptable comfort level to take advantage of the System's benefits. It is Kofile's intention to cross train the County employees (where applicable) in order to provide the County with more opportunities for improved customer service. CountyFusion will allow County employees to continue within their current workflows, but will help them to index more documents and more fields in less time, improving accuracy and allowing them more time to assist customer/constituents. Additionally, CountyFusion can be easily accessible from employees' homes. The CountyFusion System will provide the ability to view previously created reports, as well as easily create new reports, with filtering and sorting tools. All reports will be available on a secure basis, ensuring that only those with approval are capable of creating, running and viewing these reports. For example, Managers will have the ability to run production reports to see employee production levels and error rates.

Training Package Highlights

- The Kofile team will train all users of the CountyFusion records management system at the office.
- Training materials and manuals are provided during the training. Ongoing updates and support materials are provided for the staff.
- Each user has a customized main menu based on their permissions. They will only see menu options which they access. Users click on a task to launch and can click next or previous to move forward. Required fields are highlighted and if any information is missing the System would not allow the user to move forward and list the missing data. Depending on the User's preference they can choose to navigate through the menu text, click on icons, or enter in hotkeys. All navigation instructions will be provided in a document and quick user guides and cheat sheets for users to familiarize themselves with the System.
- The training is conducted on-site and we combine class room training with on-the-job training which has proven to be very successful. Our implementation plan includes a period of time when our Solution is set up in parallel to your current system. This provides the environment to conduct user acceptance and on-the-job training as well. This allows the County to 'test drive' the Solution in your own environment before you 'go live'.
- The training provided for other clients and users of our system has been very successful. The system is designed to be user friendly and intuitive. Even 'non-computer literate' individuals become very excited during training because they are able to understand and use the interface in a short period of time.

Overview of CountyFusion Training Program



Kofile also plans to make annual user group meetings, scheduled in conjunction with County conferences, as a standard part of the organization to help drive product direction, address customer issues, inform customers on product feature/function and direction, provide product training sessions, identify industry trends, and facilitate industry knowledge transfer.

Below is a sample of a recommended outline for training users of the CountyFusion System. Please note, training schedules, number of sessions and duration of sessions can call be modified according to your office’s requirements. Kofile is committed to providing the training necessary for your office to fully understand and successfully use the CountyFusion system to the fullest and will provide as much training as necessary to achieve this goal.

| CLASSIFICATION | TIMEFRAME | SUBJECT MATTER | HOW CONDUCTED |
|---------------------------------|---|--|--|
| System Administrator(s) | 1 Full Day (classroom style) 3 Days of On-the-Job during implementation | Overview of entire system Setting up users Configuring of system Special edits | On-site; classroom style usually in conference room or such where there are no interruptions Can be conducted off-site if desired |
| All Internal Users | 2 Hours | High level view of overall system to see how flow works and how the roles work together. Provides opportunities for questions Explain how detailed training will be done | On-site; classroom style usually in conference room or such where there are no interruptions Can be conducted off-site if desired |
| Deputies / Supervisors | 2 Hours + Oversight | Details of accepting, recording and validating documents Incorporate office rules and procedures | Classroom style Return to workstations for practice / oversight |
| Staff | 1 Day: Classroom Style On-the-job training / oversight during implementation | Subject matter is geared toward the roles & responsibilities of staff members; usually break-out into Recording/Indexing, etc. Some Counties want all to be crossed trained. | Classroom style Return to workstations for practice / oversight |
| General Public | Two 1 Hour Sessions (depending if implement cover pages) | How to use online services | On-site / Classroom Style On-line via the Internet |
| Title Searchers / Agents | Two 1 Hour Sessions | How to use online services Benefits | On-site / Classroom Style On-line via the Internet |

Recommended Hardware Equipment

KOFILE recommends the hardware listed below with specifications for optimum results when using the CountyFusion application.

SERVER ENVIRONMENT

Database/Web/App Server/OCR/ICR

PowerEdge T630 Server

Intel Xeon E5-2620 v4 2.1GHz,20M Cache,8.0GT/s QPI, Turbo, HT, 8C/16T (85W) Max Mem 2133MHZ

RAID 1+Unconfigured RAID for H330/H730/H730P (2 SAS HDDs or SSDs + 1-30 HDDs or SSDs)

PERC H730 RAID Controller, 1GB NV Cache

On-Board LOM Dual/Quad Port 1GBE

OpenManage Essentials, Server Configuration Management

DVD+/-RW, SATA, Internal

Casters for PowerEdge Tower Chassis

Bezel

Single, Hot-plug Power Supply (1+0), 495W

Electronic System Documentation and OpenManage DVD Kit, PowerEdge T630

Windows Server 2016 Standard,16CORE,Factory Installed,

Windows Server 2016 Standard,16CORE,Media Kit

Legacy BIOS Boot mode with GPT for Data Partition

ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 5 Year

ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year

Dell Hardware Limited Warranty Plus On Site Service

2400MT/s RDIMMs

32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width

300GB 10K RPM SAS 2.5in Hot-plug Hard Drive (4 each)

1TB 7.2K RPM Near-Line SAS 2.5in Hot-plug Hard Drive (4 each)--based on county storage required

NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m) Power Cord, North America

10-pack of Windows Server 2016,2012 USER CALs (Standard)--based on number of devices

WORKSTATIONS

Cashiering, scanning, index, admin, public

Dell Optiplex 3050 Small Form Factor

| Module | Description |
|---------------------|--|
| OptiPlex 3050 SFF | OptiPlex 3050 Small Form Factor BTX |
| Processor | Intel® Core™ i3-7100 (DC/3MB/4T/3.9GHz/65W); supports Windows 10/Linux |
| Operating System(s) | Windows 10 Pro 64bit English, French, Spanish |

| | |
|--------------------------------|---|
| Memory | 4GB (1x4GB) 2400MHz DDR4 Memory |
| Hard Drive | 3.5 inch 500GB 7200rpm Hard Disk Drive |
| Video Card | Intel® Integrated Graphics |
| CD ROM/DVD ROM | 8x DVD+/-RW 9.5mm Optical Disk Drive |
| Chassis Options | OptiPlex 3050 SFF with 180W Standard Power Supply (APFC) |
| Keyboard | Dell KB216 Wired Keyboard English Black |
| Mouse | Dell MS116 Wired Mouse Black |
| Systems Management | No Out-of-Band Systems Management |
| Hard Drive Cables and Brackets | 3.5 Inch Caddy |
| Optical Software | Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media) |
| Power Cord | System Power Cord (English) |
| Hardware Support Services | 3 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis |

PRINTERS

Network Printer

HP LaserJet Ent M506X Printer

Printer

Connectivity Technology: Wired, Wireless

Duplex Printout: Duplex

Envelope Sizes: International B5 (6.93 in x 9.83 in), International C5 (6.38 in x 9 in), International C6 (4.5 in x 6.38 in), International DL (4.33 in x 8.66 in)

Image Enhancement Technology: HP ProRes 1200 / HP FastRes 1200

Interface: Ethernet, Gigabit Ethernet, Hi-Speed USB

Language Simulation: PCL 5, PCL 6, PDF 1.7, PostScript 3

Max H-Document Size: 8.5 in

Max Media Capacity: 2300 sheets

Max Media Size (Standard): Legal (8.5 in x 14 in)

Max Media Weight: 199 g/m²

Max Printing Speed (ppm): 45 ppm

Max Printing Speed Color (ppm): N/A

Max V-Document Size: 14 in

Media Handling: 100-sheet multipurpose tray, 2x 550-sheet input trays

Media Sizes: 3.95 in x 5.9 in, 4.13 in x 5.83 in, A4 (8.25 in x 11.7 in), A5 (5.83 in x 8.25 in), A6 (4.13 in x 5.83 in), B5 (6.93 in x 9.83 in)

Media Type: Bond paper, Card stock, Envelopes, Labels, Plain paper, Preprinted paper, Punched paper, Recycled paper, Transparencies

Min H-Document Size: 3 in

Min Media Weight: 60 g/m²

Min V-Document Size: 5 in

Monthly Duty Cycle: 150000 pages

Monthly Duty Cycle Range (Printer Class): 100,000 pages and more

Output Trays Capacity: 250 sheets

Printer Features: HP ePrint, Instant-on Technology, Mopria certified, Wireless Direct Print

Technology: Laser

Total Media Capacity: 1200 sheets

Type: Workgroup printer

Printer Output

Max Speed: 43 ppm

Media Size: A4 (8.25 in x 11.7 in)

Output Quality: Black normal

Service

Support Details Full Contract Period: 1 year

Support Details Type: Limited warranty

Interface Required

Connector Type: 4 pin USB Type B

Total Qty: 1

Type: USB 2.0

Connector Type: RJ-45

Type: Gigabit LAN

Receipt Printer

Epson TM-H6000IV

Character set 95 Alphanumeric, 37 International, 128 x 12 Graphic, Simplified and Traditional Chinese

Interfaces Built-in USB; Connect-It-including Serial, Powered USB, WiFi, Parallel and Ethernet
Data buffer 45 bytes or 4 KB (up to 384 KB for graphic files)

Supply voltage 24 VDC ± 7%

D.K.D. function 2 drivers

Sensors Cover open, Top of form, Bottom of form, Slip eject, Roll paper near end, Roll paper end

Factory options Endorsement printer, validation printer, 58mm width paper guide PG-5811, DM attachment DPR-6000, connector cover OT-CC6000

Overall dimensions 7.32 x 10.95 x 7.13" (W x D x H)

Weight Approx. 4.4 kg (9.7 lbs)

Color Epson Dark Gray (EDG), Epson Black (EBCK)

Environmental standards WEEE, RoHS compliant

OS support Microsoft Windows-2008, 2000, XP, Vista; WEPOS; POSReady

Bar Code Label Printer

Zebra LP 2824 Plus - label printer - monochrome - direct thermal / thermal

Printer

Connectivity Technology: Wired

Interface: Serial, USB

Language Simulation: EP, EPL2, ZPL, ZPL II

Max H-Document Size: 2.35 in

Max H-Resolution B/W: 203 dpi

Max Media Size (Standard): Roll (2.35 in)

Max Printing Length: 39 in

Max Printing Speed: 240.9 inch/min

Max Printing Width: 2.2 in

Media Sizes: Roll (1 in - 2.36 in)

Media Thickness Range: 0.003 in - 0.008 in

Media Type: Continuous forms, Fanfold paper, Labels, Linerless labels, Perforated thermal paper, Receipt paper, Tag stock

Min H-Document Size: 1 in

Min V-Document Size: 0.38 in

Output Type: Monochrome

Technology: Direct thermal / thermal transfer, Thermal transfer

Type: Label printer

Printer Output

Max Speed: 240.9 inch/min

Output Quality: Max speed

Resolution: 203 dpi

Label Printer

Roll Core Diameter: 1 in, 1.5 in

Roll Maximum Outer Diameter:

Interface Required

Connector Type: 9 pin D-Sub (DB-9)

Total Qty: 1

SCANNERS

Fujitsu fi-7700 - document scanner - desktop - USB 3.1 Gen 1

Scanner

Automatic Duplexing: Yes

Color Depth: 24-bit (16.7 million colors)

Color Depth (External): 24-bit (16.7 million colors)

Compliant Standards: ISIS , TWAIN

Document Feeder Type: Automatic

Document Size Class: Other

Duty Cycle: 30000 Scans per day

Feeder Capacity: 300 sheets

Form Factor: Desktop

Grayscale Depth (External): 8-bit (256 gray levels)

Input Type: Color

Interface Type: USB 3.1 Gen 1

Lamp Light Source Type: White LED array

Max Document Scan Speed B/W: 100 ppm

Max Document Scan Speed Color: 100 ppm

Max H-Document Size: 12 in

Max H-Interpolated Resolution: 1200 dpi

Max H-Optical Resolution: 600 dpi

Max Supported Media Size: 12 in x 18 in

Max V-Document Size: 220 in

Max V-Interpolated Resolution: 1200 dpi

Max V-Optical Resolution: 600 dpi

Scan Element Type: Triple CCD

Scanner Features: Advanced DTC , Automatic color detection , Barcode Detection , Blank Page Detection , Built-in LCD screen , Deskew , Dither , Dynamic Threshold , Error Diffusion , Image Emphasis , Long Paper Mode , Multi-Image Output , Paper Protection Function , Punch Hole Removal , RGB Color Dropout , Ultrasonic multifeed sensor

Supported Document Type: Bulk objects (such as books) , Embossed card , Envelope , Plain paper , Plastic card

Type: Document scanner

Fujitsu fi-7260 Wired/USB Document Scanner

Scanner

Automatic Duplexing: Yes

Color Depth: 24-bit (16.7 million colors)

Color Depth (External): 24-bit (16.7 million colors)

Compliant Standards: ISIS, TWAIN

Document Feeder Type: Automatic, Manual

Document Size Class: Other

Duty Cycle: 4000 Scans per day

Feeder Capacity: 80 sheets

Form Factor: Desktop

Grayscale Depth (External): 8-bit (256 gray levels)

Input Type: Color

Interface Type: SuperSpeed USB 3.0, USB 3.0

Lamp Light Source Type: White LED

Max Document Scan Speed B/W: 60 ppm

Max Document Scan Speed Color: 60 ppm

Max H-Document Size: 8.5 in

Max Supported Media Size: 8.5 in x 14 in

Max V-Document Size: 220 in

Max V-Optical Resolution: 600 dpi

Scan Element Type: Triple CCD

Scanner Features: Advanced DTC , Automatic page size detection , Blank page skipping , Built-in LCD screen , Color Dropout , Deskew, Dither , Embossed Card Scanning Capability , Error Diffusion , Image Emphasis , Intelligent Multi-Feed Function (iMFF) , Long Document Scanning , Moire Removal , Multi-Image Output , Paper Protection Function , Punch Hole Removal , Simplified DTC , Ultrasonic Double Feed Detection , Upper lower separation

Supported Document Type: Labels, Plain paper, Plastic card

Type: Document scanner

Scanner Speed Details

Image Resolution: 200 dpi

Mode: Color

Fujitsu fi-7160 - document scanner - desktop - USB 3.0

Scanner

Automatic Duplexing: Yes

Color Depth: 24-bit (16.7 million colors)

Color Depth (External): 24-bit (16.7 million colors)

Compliant Standards: ISIS, TWAIN

Document Feeder Type: Automatic

Document Size Class: Other

Duty Cycle: 4000 Scans per day

Feeder Capacity: 80 sheets

Form Factor: Desktop

Grayscale Depth (External): 8-bit (256 gray levels)

Input Type: Color

Interface Type: USB 3.0

Lamp Light Source Type: White LED

Max Document Scan Speed B/W: 60 ppm

Max Document Scan Speed Color: 60 ppm

Max H-Document Size: 8.5 in

Max H-Optical Resolution: 600 dpi

Max Supported Media Size: 8.5 in x 14 in

Max V-Document Size: 220 in

Max V-Optical Resolution: 600 dpi

Scan Element Type: Dual CCD

Scanner Features: Built-in LCD screen, Deskew, Embossed Card Scanning Capability

Supported Document Type: Plain paper

Type: Document scanner

Scanner Speed Details

Image Resolution: 200 dpi

Mode: Color

Speed: 60 ppm

Image Resolution: 300 dpi

Mode: Black&white

Duplex: Duplex

Speed: 120 ipm

Barcode Scanner

Honeywell Voyager 1200g

Dimensions (LxWxH) 66 mm (3.0") X 180 mm (7.1") X 97 mm (3.8")

Weight 125 g (4.4 oz)

Electrical Input Voltage 5 V +/- 5%

Operating Power 700mW; 140 mA (typical) @ 5V

Standby Power 350mw; 70 mA (typical) @ 5V

Host System Interfaces Multi-Interface / Includes RS232 (TTL +5V, 4 Signals) / KBW / USB (HID Keyboard, Serial, IBM OEM);

RS-232C (+/-12V) and IBM RS485 supported via adapter cable

Operating Temperature 0°C to 50°C (32°F to 122°F)

Storage Temperature -20°C to 60°C (-4°F to 140°F)

Humidity 0% to 95% non-condensing

Drop Designed to withstand 30 drops to concrete from 1.5 m

Environmental Sealing IP42

Light Levels 0 - 70,000 lux

Scan Pattern Single scan line

Scan Speed 100 scan lines per second

Scan Angle Horizontal: 30°

Print Contrast 10% minimum reflectance difference

Pitch, Skew 60°, 60°

Decode Capabilities Reads standard 1D and GS1 DataBar symbologies

Warranty 5 year factory warranty

Annual Maintenance & Support Services





Annual Maintenance and Support Package Overview

Kofile will focus on a partnership with your office and dedicate the resources to ensure a smooth and seamless transition from your current environment to our proposed solution. The system is designed to be customizable to your specific workflows and environment. This flexibility allows your office to have input to create the desired solution and environment that will maximize resources and operational efficiencies. Kofile's expert team will provide insight and recommendations to continuously improve efficiencies.

Kofile provides a total and comprehensive solution with all-inclusive pricing. Annual maintenance includes general changes, upgrades, mandatory and regulatory changes, new reports, ongoing training and user groups. Kofile is dedicated to providing a total solution. Kofile also has annual user group meetings, scheduled in conjunction with conferences, as a standard part of the organization to help drive product direction, address customer issues, inform customers on product feature, function and direction, provide product training sessions, identify industry trends, and facilitate industry knowledge transfer.

Kofile is committed to ensuring that your office is satisfied with our installation. We will provide software product updates or upgrades which is part of our annual maintenance and support package. Any correcting upgrades are included in the agreed upon annual software and/or hardware maintenance and support pricing as well as any technical upgrades or enhancements.

Kofile Comprehensive Annual Maintenance & Support Package Summary

| | | | |
|---|---|---|---|
|  |  |  |  |
| General Support <ul style="list-style-type: none"> • Bug Fixes • Training (as needed) • Upgrades (Quarterly) • Regulatory Mandated Changes | Troubleshooting <ul style="list-style-type: none"> • Software Support • Data Support • Software configuration • Search Portal Support • eRecording Portal Support | Toll-free Help Desk <ul style="list-style-type: none"> • Email Support • Phone Support • Chat Support • Online Ticket Tracking System • Remote Access | Value-Added Services <ul style="list-style-type: none"> • Custom Reports • Labels • Forms • Field Changes • Preferences • Fees • Menu Changes • Workflow Changes |

Annual Maintenance - Support Service Details for Software & Hardware (if applicable)

- All software maintenance and support is provided by Kofile
- Certain hardware maintenance will be provided by the manufacturer when warranty is applicable.
- Any OEM warranties on hardware will be passed onto County Kofile shall repair or replace a covered hardware component which has been determined to be defective at its option with new or reconditioned equipment. Customer agrees to assist Kofile in determining corrective action necessary to resolve malfunction. This may require an on-site visit by a Kofile representative or a third party representative authorized by Kofile

Contact Information

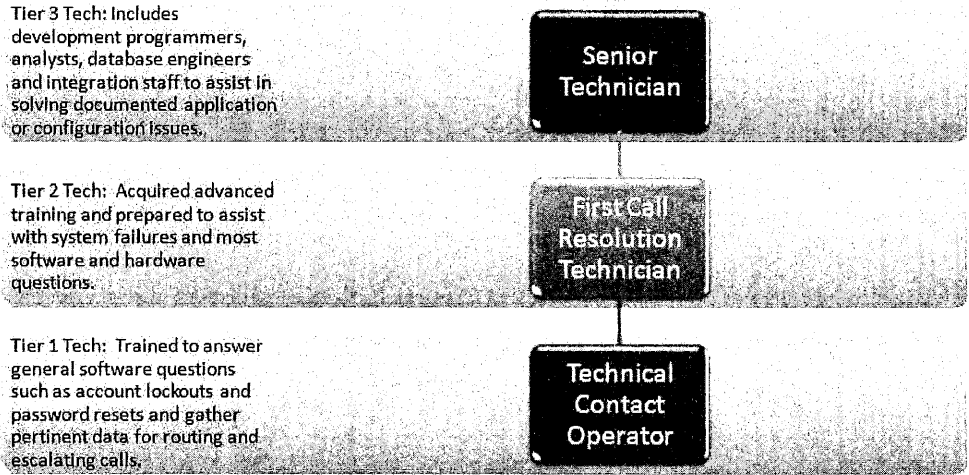
Kofile Customer Care Center provides you several service features:

| SERVICE HOURS & SUPPORT OPTIONS | |
|---|--|
| BUSINESS HOURS SUPPORT (EXCLUDING KOFILE HOLIDAYS) | Monday – Friday 7:00AM CST – 7:00PM CST (888) 608-1808 GSSupport@Kofile.com |
| AFTER HOURS SUPPORT | Emergency Support available 24/7 (888) 608-1808 GSSupport@Kofile.com |
| SELF-SERVICE | Kofile has a knowledgebase available to customers via the self-service center online. The self-service center has been proven to be an efficient method of communication for response and resolution of customer’s support needs. The center also allows customers to access a detailed view and status of their matter. Customers always have the option to escalate an issue if they feel the situation is not getting the attention it needs. |
| URGENT MATTERS | If there is an urgent matter, please call the Customer Care center at (888) 608-1808. Emails are reviewed and routed during normal business hours only. <u>Please note, email should not be used for urgent issues.</u> If you have emailed an issue in and it becomes more urgent, <u>please call the Customer Care Center and have your ticket number available.</u> |

Experienced Technicians

Kofile staff consists of three specialized areas for technician support. On average, our technicians have 8+ years industry experience per technician. All members of the team are dedicated to providing clients with timely resolutions coupled with streamlined communication ensuring your office is up to date on any customer care subjects inquired about.

Organizational Structure: Technician Roles



Support Process

It is advisable for clients to always initially report issues to the Customer Care Center. By following this process, we can ensure your questions, issues and requests for enhancement(s) and regulatory changes are always logged and tracked in an easily accessible manner for our organization and your office. Your office will have the ability to look-up your outstanding or closed tickets through the self-service center as well. **Urgent issues should not be reported via email.**

REPORTING OPTIONS

REPORTED VIA EMAIL

When your issue is received via email, you will receive an email confirmation message with the ticket number for your request. Please reference this ticket number when discussing this issue with us. A TCO Technician will review the information in the ticket and if there is sufficient information, the ticket will be either resolved or routed to the appropriate queue. Upon being routed to a queue, tickets are handled in the order which they are received with business impact being weighed to determine prioritization.

REPORTED VIA TELEPHONE

When a call is made to the Customer Care center, a TCO technician creates a ticket and gathers important information from you. If the TCO cannot provide a solution for your call, they will verify technician availability for immediate response. If availability is confirmed, you will be transferred to a FCR

Technician. Over the last 6 months, Kofile Customer Care has averaged resolving about 45% of the issues during the initial phone call. If the FCR Technician cannot resolve the issue or one is not available, then your ticket is routed to the queue and you will be called back in the order received taking business impact into consideration. If you do not feel the issue is getting the attention it deserves, please make the TCO aware and they will escalate the ticket accordingly to ensure you are getting the desired response.

Escalation Process

Kofile’s escalation path is to call (888) 608-1808 and ask for a manager about the issue referencing the ticket number. The escalation path has been established to better serve our customers.

Please utilize the escalation path by contacting a Support Manager when the following occurs:

- In the event you do not receive a ticket number when emailing GSSupport@Kofile.com or after speaking with a TCO.
- If you experience a work stoppage emergency and are told all support personnel are currently serving other clients. Please have ticket number available.
- Support personnel have not responded to your ticket and TCO are unable to provide you with an update. Please have ticket number available.
- You have a complaint about the service you receive. Please have ticket number available.

ESCALATION CONTACTS

| | |
|--|---|
| <p>1ST LEVEL</p> | <p>Gwen Sina – Customer Service Supervisor P: (303)225-7946 gwen.sina@Kofile.com</p> |
| <p>2ND LEVEL</p> | <p>Ross Headman – Support Operations Manager P: (210) 807-7115 ross.headman@Kofile.com</p> |
| <p>3RD LEVEL CONTACT IF 1ST AND 2ND LEVEL OF ESCALATION ARE NOT AVAILABLE.</p> | <p>Michael Steelman -VP, Customer Success P: (210) 477-3714 michael.steelman@Kofile.com</p> |

Pricing

Due to our desire to partner with County, we have provided competitive pricing for installation and ongoing support of a total records management system. Our proposed solution includes the following solution, services and maintenance based on a twelve (12) month contract with 4 one year renewal options.

| DESCRIPTION OF SERVICES: | | COST |
|--|--|-------------------|
| COUNTYFUSION SOFTWARE: LICENSING FOR CLERK'S OFFICE | | **included |
| <ul style="list-style-type: none"> • Departmental License • Records Management System: Land records & Vital Records • Integration of Systems • Cashiering • Indexing • OCR/ICR Advanced Indexing • Imaging/Batch Scanning • Tailored Reporting | <ul style="list-style-type: none"> • Tailored Reporting • Redaction • FraudSleuth • eRecording • eCertification • Disaster Recovery & Redundancy • County Search Portal | |
| COUNTYFUSION SOFTWARE: PUBLIC PORTAL USAGE & SET-UP | | **included |
| <ul style="list-style-type: none"> • Departmental License • Private Labeled Web Based Public Search • County Portal Access / Inquiry • Web Hosting | | |
| IMPLEMENTATION & TRAINING SERVICES | | **included |
| <ul style="list-style-type: none"> • Project Plan • Project Management • Software Configuration | <ul style="list-style-type: none"> • Training • On-going Support | |
| CONVERSION SERVICES | | **included |
| <ul style="list-style-type: none"> • Data Conversion from current system • Image Conversion from current system • Detailed analysis, quality controls and exception reporting and planning • Replication of data/images to data center | | |
| TOTAL SOFTWARE LICENSING, INSTALLATION & CONVERSION SERVICES | | **included |
| SOFTWARE ANNUAL SUPPORT AND MAINTENANCE (starting year 1, provided for 5 years of the contract) | | **included |
| General Support <ul style="list-style-type: none"> • Toll free support line / Help Desk • Online ticketing system with self-service capabilities and on-line knowledgebase • Training • User Group Meetings • Mandatory Regulatory Changes | Ongoing Upgrades & Enhancements <ul style="list-style-type: none"> • Minimum of 4 (four) software upgrades per year • WebEx presentation and training of new release features with Release Notes • Modifications to reports, forms, letters, fields, fees, menus, permissions and preferences. | |

Acceptance

| <i>Initial Here</i> | <i>DESCRIPTION OF SERVICES</i> | <i>PRICE</i> |
|---|---|---|
| | <i>PAYMENT</i> | |
| 1 | COUNTYFUSION RECORDS MANAGEMENT SOLUTION: Payment begins on "Go Live" monthly | \$1.75 per document processed through CountyFusion* |
| 2 | Day Forward Indexing | \$2.25** per document |
| <p><i>*Kofile is providing a discount of \$.25 per document for year 1. Pricing is based on Hall County only needing 6 cash drawers and 6 receipt printers. Additional hardware needs may require additional fees.</i></p> <p><i>**Kofile is providing a reduction in Daily Indexing Fee based on Hall County using CountyFusion for Land Records Management.</i></p> | | |

Please indicate your agreement to proceed based on the information contained in this proposal by signing below. The terms and conditions outlined in this proposal are valid until **December 1, 2019.**

Charles Baker
 Hall County

10-23-19
 Date

[Signature]
 Kofile Technologies, Inc.

10/28/19
 Date



Invoice

INV-4367
Invoice Date: 1/10/2024
Due Date: 2/9/2024
Terms: Net 30

Bill To

Hall County Clerk Of Superior Court
Charles Baker
PO Box 1275
Gainesville GA 30503-1275
United States

Ship To

Hall County Clerk Of Superior Court
Charles Baker
225 Green St Se
Gainesville GA 30501-3717
United States

AMOUNT DUE

\$8,832.50

SEE NEW REMITTANCE INFORMATION

| Sales Order # | Purchase Order # | Sales Rep |
|---------------|------------------|-----------|
| SO100013540 | | |

| Item | Quantity | Rate | Amount |
|---|----------|--------|------------|
| SW10001 Indexing-Daily - Deed | 1,739 | \$2.25 | \$3,912.75 |
| SW10001 Indexing-Daily - Lien | 414 | \$2.25 | \$931.50 |
| SW10001 Indexing-Daily - Plat | 49 | \$2.25 | \$110.25 |
| SW51535 CountyFusion-Per Document | 2,216 | \$1.75 | \$3,878.00 |

Memo

December 2023

| | |
|------------------------------|------------|
| Subtotal | \$8,832.50 |
| Tax Total (0%) | \$0.00 |
| Shipping Cost | \$0.00 |
| Total | \$8,832.50 |
| Less Payments/Credits | -\$0.00 |
| Total Amount Due | \$8,832.50 |

NEW Remittance Address

GovOS, Inc.
PO Box 676237
Dallas, Tx 75267-6237

Bank Details for ACH Payments

Bank Name: Capital One, NA
Routing Number: 111901014
Account Name: GovOS, Inc
Account Number: 4670266048
Please send remittance advice to: AR@GovOS.com

2024 Cost Worksheet

| Item | UOM | Rate |
|--------------------------|------------|-------------|
| Indexing - Daily - Deeds | ea | \$ 2.25 |
| Indexing - Daily - Liens | ea | \$ 2.25 |
| Indexing - Daily - Plats | ea | \$ 2.25 |
| CountyFusion Software | ea | \$ 1.75 |



AGENDA ITEM

Community Services and Parks

REPORT TO: Work Session (02/05/24)

REPORT TO: Voting Meeting (02/08/24)

ITEM NO: 13/2024

SUBJECT: Approve the Property Services and Rental Agreement for Williams Mill Greenspace.

Meetings:

Work Session Date: 02/05/24 **Voting Meeting Date:** 02/08/24

Executive Summary:

Presenter: BH

Recommendation: Approval.

Purpose of Request: Approve the Caretaker Agreement for Williams Mill Greenspace.

History: County staff has resided in caretaker's residence in return for services for a number of years. Agreement is being updated after review of terms by Risk Management and County Attorney.

Facts and Issues: County agrees to rent the caretaker's residence at Williams Mill Greenspace, to Brandon Smith, Assistant Director of Parks & Leisure Services, in return for services detailed in agreement.

Options:

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

Approvals:

| | | | |
|--------|---------|--------|---------|
| Submit | Approve | Budget | Finance |
|--------|---------|--------|---------|

| | | | |
|-----------------|-----------------------|---------------|----------------|
| Submit | Approve | Budget | Finance |
| BH | BH | EW | WG |
| Attorney | Administration | Clerk | |
| WLI | CR | JR | |

Attachments:

Agreement
Exhibit A (Map/Site Plan)



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

AGENDA ITEM 13/2024

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BH

Phone: 678-997-5823

STATE OF GEORGIA

COUNTY OF HALL

WILLIAMS MILL PROPERTY SERVICES AND RENTAL AGREEMENT

This **WILLIAMS MILL PROPERTY SERVICES AND RENTAL AGREEMENT** (“Agreement”) is hereby entered into by and between HALL COUNTY, GEORGIA with the address of 2875 Browns Bridge Road, Gainesville, Georgia 30504 (hereinafter the “County”) and BRANDON SMITH, an individual currently residing in the residence located on the Williams Mill Property (hereinafter “Tenant” or “Caretaker”) (hereinafter collectively referred to as the “Parties”) on the date noted herein below.

WHEREAS, Hall County, Georgia has acquired certain Green Space property known as the Williams Mill Property located on Blackjack Road, Hall County, Georgia and which is more specifically described in the documents attached hereto as Exhibit A; and

WHEREAS, the County, as Lessor, desires to rent the residence located on the Williams Mill Property to a Tenant/Caretaker for the property as Lessee; and

WHEREAS, Brandon Smith has agreed to occupy said premises as a Tenant/Caretaker and Lessee for the Williams Mill Property under the terms set forth herein; and

WHEREAS, the County as Lessor desires to rent the premises of the Williams Mill Property to Brandon Smith as Tenant/Caretaker in return for the services to be provided by Tenant/Caretaker described in detail herein; and

WHEREAS, the County has determined that leasing the property to Tenant/Caretaker under the terms described herein will serve and enhance the health, safety, and well-being of the residents of Hall County Georgia.

NOW THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the County and Tenant/Caretaker agree as follows.

1.

TERM

The term of this Agreement shall be for one year beginning on its full execution and terminating on the anniversary date of full execution. The Agreement shall renew for an additional one year term unless either party hereto notifies the other of its/his intent not to renew, which notice shall be given in writing at least thirty days prior to the termination date of the initial term of this Agreement.

2.

PRIOR AGREEMENTS

This Agreement shall supersede all prior agreements and contracts between the parties and shall be the sole Agreement between them as to the matters specifically addressed herein.

3.

WILLIAMS MILL PROPERTY OCCUPANCY

During the term of this Agreement, Lessor Hall County, Georgia grants to Tenant/Caretaker the right to occupy the structure known as the Caretaker's residence located on the Williams Mill Property on Blackjack Road, which is more particularly described in Exhibit A attached hereto, including the right of quiet enjoyment of said residential building and the use of all existing equipment and fixtures located therein. Tenant/Caretaker shall be responsible for connecting and paying for all utilities to the residence, except that Lessor Hall County shall supply said residence with electrical and water utilities and shall be responsible for payment therefor.

4.

INSURANCE

During the term of this Agreement, Lessor Hall County, Georgia shall obtain and maintain property damage and liability insurance on the Williams Mill Property as the County deems to be appropriate, and Tenant/Caretaker shall obtain and maintain any and all renter's insurance necessary and appropriate to properly insure any and all items of personal property owned by Tenant/Caretaker and located on the Property during the term of this Agreement. Tenant/Caretaker acknowledges that Hall County, Georgia does not maintain insurance coverage as to personal property or personal injury in relation to the Williams Mill Property. By his signature on this Agreement, Tenant/Caretaker further acknowledges that Hall County, Georgia and its employees, officials, and/or agents are not responsible or liable to Tenant/Caretaker (or to any of his invited or uninvited guests) for any damage or loss of personal property or personal injury arising from any condition on the property including, but not limited to, fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, storms, negligence of other parties, or vandalism.

5.

WILLIAMS MILL PROPERTY MAINTENANCE AND SECURITY

During the term of this Agreement, Tenant/Caretaker shall perform five (5) hours of labor per week consisting of performing upkeep, maintenance, and security tasks as to the Williams Mill Property. In addition, Tenant/Caretaker shall perform any security functions that the County may deem necessary for the Williams Mill Property, including locking or unlocking the gate to the Property as directed by the County's Director of Parks and Community Services, and conducting a minimum of at least one property inspection and security check on the premises each day.

Tenant/Caretaker shall keep accurate records during the term of this Agreement which records shall indicate all of the time spent performing the various duties required by this Agreement, and the nature of the tasks performed. Tenant/Caretaker shall submit his time and task records to the County's Director of Parks and Community Services on a monthly basis. Tenant/Caretaker shall endeavor to, whenever feasible, perform the duties required by this paragraph during his regularly scheduled hours working as an employee of Hall County, Georgia.

6.

CRIMINAL ACTIVITY ON THE WILLIAMS MILL PROPERTY

Should Tenant/Caretaker discover evidence or information indicating that vandalism, theft, unlawful trespass or entry, or any other criminal activity has occurred on the Williams Mill Property, Tenant/Caretaker shall promptly notify the appropriate law enforcement authorities, and shall also notify the County's Director of Parks and Community Services of the circumstances and information he has discovered.

7.

REPAIR TO RESIDENCE AND GROUNDS

Tenant/Caretaker shall keep the Caretaker's residence and all of the grounds of the Williams Mill Property in good order, repair, and maintenance so as to present a neat and tidy appearance to visitors to the premises. The Tenant/Caretaker's reasonable discretion shall govern the times, manner, and method of performance of all of the duties of the Tenant/Caretaker required herein, however, the County's Director of Parks and Community Services shall have the discretion to notify the Tenant/Caretaker if conditions exist on the property that the County believes should be remedied. Should the Director of Parks and Community Services notify the Tenant/Caretaker of a condition on the Property that the County believes should be remedied, the Tenant/Caretaker

must either remedy the condition or respond to the request within 5 days of receipt of the Director's communication. Failure by the Tenant/Caretaker to reasonably address a notice/request by the Director shall constitute a violation of this Agreement.

8.

DEFAULT

Should the Tenant/Caretaker or any of Tenant/Caretaker's invited or uninvited guests (including any resident or occupant) violate any of the provisions of this Agreement or any policy directive of Hall County, Georgia or its Director of Parks and Community Services, the violation thereof shall constitute a default of the requirements of this Agreement and, upon request of Hall County as Lessor, Tenant/Caretaker shall vacate the premises within five (5) days of receipt of written notice of such violation and an accompanying request to vacate the premises. Tenant/Caretaker shall also ensure that any of his invited or uninvited guests (including any resident or occupant) shall also timely vacate the premises as required herein. If the Tenant/Caretaker is terminated from employment with Hall County, Georgia for any reason, said termination will constitute a default of this Agreement and require Tenant/Caretaker (and any of his invited or uninvited guests) to vacate the premises within five (5) days of said termination of employment.

9.

TERMINATION BY THE PARTIES

Either party may terminate this Agreement without cause at any time during the term of the Agreement by providing sixty (60) days written notice to the other party. Regardless of the service of a notice of termination, Tenant/Caretaker shall continue to provide the services required of him herein relating to the property until the date that he actually and fully vacates the property.

If either party terminates this Agreement as provided for herein, then the Tenant/Caretaker and all of his invited or uninvited guests (including residents and occupants) are required to fully vacate the premises and remove all personal property therefrom without any further notice or demand from Hall County, Georgia by the expiration of sixty (60) days from receipt of the written notice.

10.

MODIFICATIONS TO THE PREMISES

Tenant/Caretaker may not make or cause to be made any changes, alterations, modifications, or improvements to the Williams Mill Property grounds or Caretaker residence, including all premises covered by this Agreement, without the prior written approval of the Hall County Director of Parks and Community Services.

11.

STATUS

Tenant/Caretaker is a current employee of the County and is also serving as a Caretaker of the Williams Mill Property and occupying the premises thereof pursuant to the terms of this Agreement.

12.

APPLICABLE LAW

Tenant/Caretaker shall abide by all federal, state, and local laws during the term of this Agreement, and shall ensure that all of his invited or uninvited guests abide by all such laws, and his failure or the failure of his guests to abide by any such law, including all laws prohibiting the use, manufacture, distribution, and/or possession of any illegal substances or objects (including but not limited to controlled substances, drug paraphernalia, or weapons), will constitute a default

of this Agreement pursuant to paragraph 8 above and the County may utilize the remedies discussed in paragraphs 8 and/or 9 above.

13.

CONDUCT OF TENANT/CARETAKER

Should the Tenant/Caretaker or his invited or uninvited guests (including residents or occupants) engage in conduct during the term of this Agreement that reflects poorly to the public upon Hall County government and/or its organizational values as expressed by the County's Board of Commissioners, the Tenant/Caretaker will be in default of this Agreement pursuant to paragraph 8 above, and the County may utilize the remedies discussed in paragraphs 8 and/or 9 above.

14.

PETS/ANIMALS

No pets or domesticated animals of any sort are allowed anywhere on the premises (temporarily or otherwise) without the written permission of the Hall County Administrator, unless required by federal or state law (such as for a properly authenticated and certified assistance animal for a disabled person). All non-permitted animals must be removed from the premises within 24 hours of notice from Hall County, Georgia, otherwise the Tenant/Caretaker will be in default of this Agreement pursuant to paragraph 8 above, and the County may utilize the remedies discussed in paragraphs 8 and/or 9 above. Tenant/Caretaker will be responsible for any and all damages to the premises (including the dwelling, landscaping, and outdoor improvements) caused by any animal, and payment therefor shall be immediately made upon demand. Tenant/Caretaker shall indemnify and hold Hall County, Georgia and its agents, officers, officials, and employees harmless for all damages and injuries (including litigation and attorneys' fees) resulting from the presence or actions of an animal on the premises.

15.

TENANT/CARETAKER RESPONSIBILITY

In all matters required by this Agreement, Tenant/Caretaker is responsible for all invited or uninvited guests to the property, including all occupants and residents. If any invited or uninvited guest violates this Agreement, Tenant/Caretaker shall be considered to be in default of this Agreement pursuant to paragraph 8 above, and the County may utilize the remedies discussed in paragraphs 8 and/or 9 above.

16.

INDEMNIFICATION

Tenant/Caretaker hereby agrees to indemnify, and hold free and harmless, Hall County, Georgia (Hall County Government), Hall County Commissioners (individually or collectively), and Hall County's agents, public servants, employees, officers, directors, elected officials or any other similarly-affiliated persons (in their official capacity or their individual capacity) against any loss or expense including attorneys' fees, by reason of any liability imposed by law upon the County (or other individuals listed herein above), except in the case 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 the duties required of Tenant/Caretaker in this Agreement.

17.

ASSIGNMENT

Tenant/Caretaker may not assign this Agreement or his responsibilities hereunder to any third party without prior written permission of Hall County, Georgia, and the property may not be sub-leased without the express written permission of the Hall County Administrator.

18.

NOTICE

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail or overnight delivery, return receipt requested, addressed to the Tenant/Caretaker at the address of his residence at the Williams Mill Property, or addressed to the then current Hall County Director of Parks and Community Services at his or her office mailing address with a copy to the County Administrator at 2875 Browns Bridge Road, Gainesville, Georgia 30504 (or any other addresses as designated by the parties by properly delivered notice).

19.

COMPLETE AGREEMENT

This Agreement and any attached exhibits constitute the entire agreement between the County and Tenant/Caretaker, and no prior written or prior contemporaneous or subsequent oral promises or representations shall be binding upon the parties.

20.

AMENDMENTS

This Agreement shall not be amended, modified, or changed except by written instrument duly executed by both parties.

21.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

22.

GOVERNING LAW AND ENFORCEMENT

This Agreement shall be governed by the laws of the State of Georgia and shall be enforced in the courts of Hall County, Georgia. If any term or provision of this Agreement, or application thereof, shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but shall be valid and enforced to the fullest extent permitted by law.

23.

PERFORMANCE WAIVER

The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement shall not constitute a waiver thereof.

24.

IMMUNITIES

No provision of this Agreement is intended to nor shall it be construed to in any way waive any immunities, protections, or defenses to liability provided to either of the parties hereto by the laws of the State of Georgia or by federal law.

In witness whereof, the Parties hereto have formally executed this Agreement this ____ day of _____, 2024.

[Signatures on following page.]

HALL COUNTY, GEORGIA

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

ATTEST:

_____(SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

William J. Linkous III, County Attorney

BRANDON SMITH

Print: _____

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

Notary Public

My commission expires:

Exhibit A

Hall County, GA

Summary

Parcel Number 15048 000029
Location Address 6166 BLACKJACK RD
Legal Description BLACK JACK ROAD
(Note: Not to be used on legal documents)
Class E1-Exempt
(Note: This is for tax purposes only. Not to be used for zoning.)
Zoning AR-III
Note: Refer to map zoning layer for official zoning.
Tax District COUNTY (District 01)
Millage Rate 25.721
Acres 47.98
Neighborhood 00003 Exempt properties (00003)
Homestead Exemption No (S0-)
Landlot/District N/A

[View Map](#)

Owner

[COUNTY HALL](#)
 711 GREEN STREET
 GAINESVILLE, GA 30501

Land

| Type | Description | Calculation Method | Square Footage | Frontage | Depth | Acres | Lots |
|--------|------------------|--------------------|----------------|----------|-------|-------|------|
| Exempt | 04004 7th/LOW8th | Acres | 2,090,009 | 0 | 0 | 47.98 | 1 |

Residential Improvement Information

Style 1 Single Family Detached
Heated Square Feet 2244
Interior Walls Sheetrock
Exterior Walls Frame
Foundation Full Unfinished Basement
Attic Square Feet 0
Basement Square Feet 700 Unfinished
Year Built 1977
Roof Type Asphalt Shingle
Flooring Type Not Itemized
Heating Type Central Heat/AC
Number Of Rooms 7
Number Of Bedrooms 3
Number Of Full Bathrooms 2
Number Of Half Bathrooms 0
Number Of Plumbing Extras 3
Value \$254,300
Condition Average
House Address 6166 BLACKJACK

Accessory Information

| Description | Year Built | Dimensions/Units | Identical Units | Value |
|--------------------------------|------------|------------------|-----------------|---------|
| SOLID WASTE FEE | 2020 | 0x0 / 1 | 1 | \$0 |
| TR1 -RESTROOM STR/FRM-CB | 2004 | 16x25 / 0 | 1 | \$2,100 |
| CI1 -ASPHALT OR BLACKTOP PAVIN | 2004 | 60x460 / 0 | 1 | \$9,900 |
| Homesite - Average | 1998 | 1x1 / 1 | 1 | \$5,000 |
| RG1 -FRAME OR CB DETACHED GARA | 1977 | 1x480 / 0 | 1 | \$4,600 |

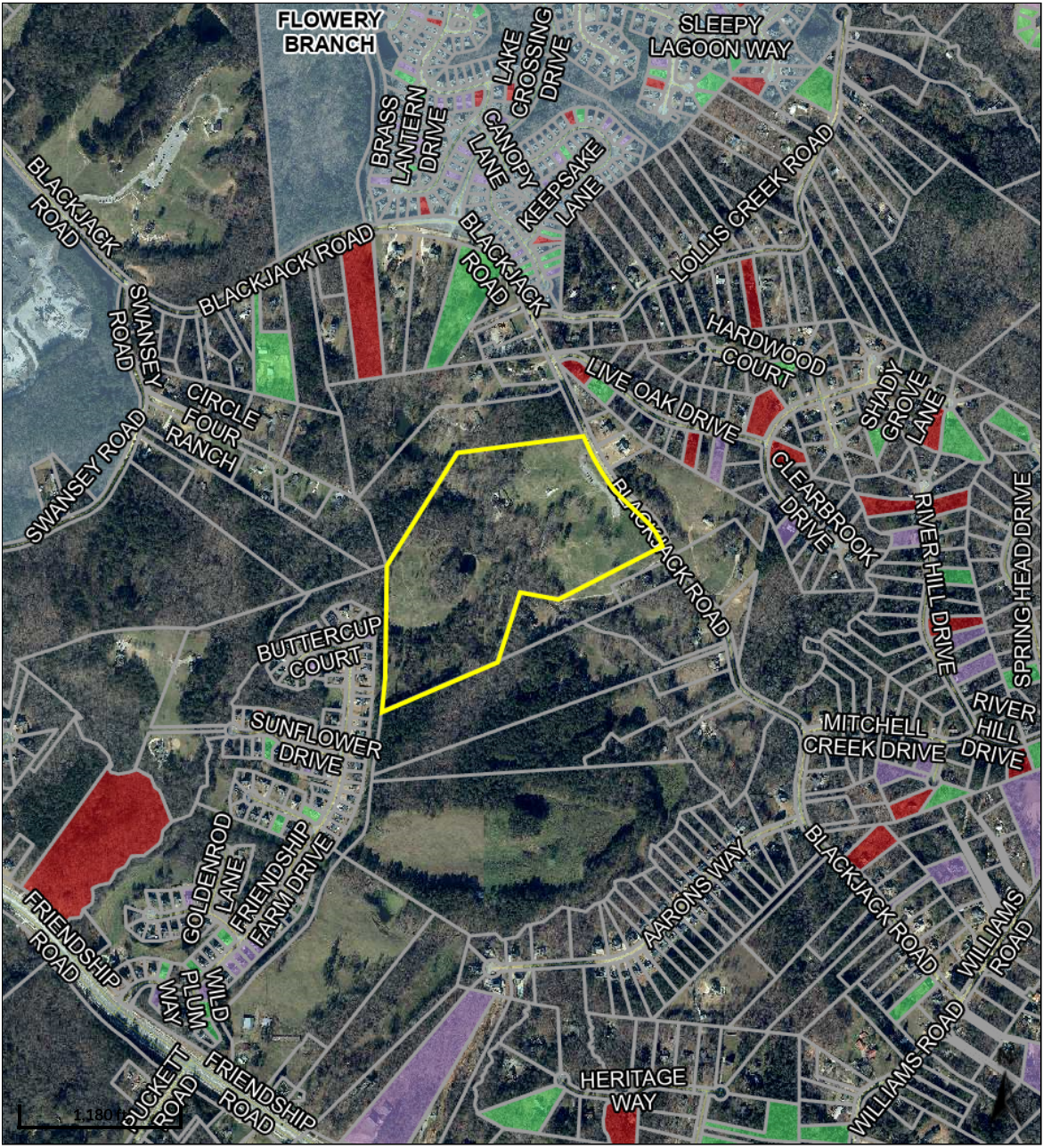
[What are Homesites?](#)

Permits

| Permit Date | Permit Number | Type | Description |
|-------------|---------------|-------------|-------------------|
| 08/05/2004 | 2004 00754 | OUTBUILDING | restroom facility |

Sales

| Sale Date | Deed Book / Page | Plat Book / Page | Sale Price | Reason | Grantor | Grantee |
|-----------|------------------|------------------|------------|---------------------|------------------|--------------|
| 8/13/2001 | 3959 523-6 | | \$0 | NOT MARKET VALUE | WILLIAMS, BARNEY | HALL, COUNTY |
| 8/13/2001 | 3959 523-6 | | \$0 | | WILLIAMS, BARNEY | HALL, COUNTY |
| | 608 262- | | \$0 | | | |
| | 608 262- | | \$0 | Sale to be Reviewed | | |



- Legend**
- Parcels
 - Qualified Sales
 - 2020
 - 2021
 - 2022
 - 2023
 - 2024
 - Roads
 - Cities
 - BRASELTON
 - BUFORD
 - CLERMONT
 - FLOWERY BRANCH
 - GAINESVILLE
 - GILLSVILLE
 - LULA
 - OAKWOOD
 - RESTHAVEN

Date created: 1/24/2024
 Last Data Uploaded: 1/24/2024 12:29:12 AM



AGENDA ITEM

Community Services and Parks

REPORT TO: Work Session (02/05/24)
REPORT TO: Voting Meeting (02/08/24)
ITEM NO: 12/2024
SUBJECT: Approve the Property Services and Rental Agreement for River Forks Park.

Meetings:

Work Session Date: 02/05/24

Voting Meeting Date: 02/08/24

Executive Summary:

Presenter: BH
Recommendation: Approval.

Purpose of Request:

Approve the Caretaker Agreement for River Forks Park.

History:

County staff has resided in caretaker's residence in return for services for a number of years. Agreement is being updated after review of terms by Risk Management and County Attorney.

Facts and Issues:

County agrees to rent the caretaker's residence at River Forks Park, an apartment contained within the office building, to Assistant Parks Maintenance Superintendent Derrick Beeson, in return for services detailed in agreement.

Options:

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

Approvals:

| | | | |
|-----------------|-----------------------|---------------|----------------|
| Submit | Approve | Budget | Finance |
| BH | BH | TS | WG |
| Attorney | Administration | Clerk | |
| WLI | CR | JR | |

Attachments:

Agreement - River Forks



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

AGENDA ITEM 12/2024

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BH

Phone: 678-997-5823

STATE OF GEORGIA

COUNTY OF HALL

RIVER FORKS PROPERTY SERVICES AND RENTAL AGREEMENT

This **RIVER FORKS PROPERTY SERVICES AND RENTAL AGREEMENT** (“Agreement”) is hereby entered into by and between HALL COUNTY, GEORGIA with the address of 2875 Browns Bridge Road, Gainesville, Georgia 30504 (hereinafter the “County”) and Derrick Beeson, an individual, and current Hall County employee (hereinafter “Tenant” or “Caretaker”) currently residing in the caretaker’s residence located on the River Forks Property at 3500 Keith Bridge Rd, Gainesville, GA 30504. The County and the Tenant are hereinafter collectively referred to as the “Parties”.

WHEREAS, River Forks and Campground is a property currently leased by the County from the Army Corps of Engineers; and

WHEREAS, the County, as Lessor, desires to rent the residence, an apartment contained within the office building, located on the River Forks Property to a Tenant/Caretaker for the property as Lessee; and

WHEREAS, Derrick Beeson has agreed to occupy the caretaker’s residence as a Tenant/Caretaker and Lessee for the River Forks Property under the terms set forth herein; and

WHEREAS, the County as Lessor desires to rent the caretaker’s residence on the River Forks property to Derrick Beeson as Tenant/Caretaker in return for the services to be provided by Tenant/Caretaker described in detail herein; and

WHEREAS, the County has determined that leasing the caretaker’s residence to Tenant/Caretaker under the terms described herein will serve and enhance the health, safety, and well-being of the residents of Hall County Georgia.

NOW THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the County and Tenant/Caretaker agree as follows.

1.

TERM

The term of this Agreement shall be for one year beginning on its full execution and terminating on the anniversary date of full execution. The Agreement shall renew for an additional one year term unless either party hereto notifies the other of its/his intent not to renew, which notice shall be given in writing at least thirty (30) days prior to the termination date of the initial term of this Agreement.

2.

PRIOR AGREEMENTS

This Agreement shall supersede all prior agreements and contracts between the parties and shall be the sole Agreement between them as to the matters specifically addressed herein.

3.

RIVER FORKS RESIDENCE OCCUPANCY

During the term of this Agreement, Lessor Hall County, Georgia grants to Tenant/Caretaker the right to occupy the structure known as the Caretaker's residence. The caretaker's residence is an apartment contained within the office building on the River Forks property. The River Forks Park and Campground Property is located at 3500 Keith Bridge Road, Gainesville, Ga 30504. Tenant/Caretaker shall be entitled to the right of quiet enjoyment of said residential space and the use of all existing equipment and fixtures located within the apartment. Tenant/Caretaker shall be responsible for connecting and paying for all utilities to the caretaker's

residence, except that Lessor Hall County shall supply said residence with electrical and water utilities and shall be responsible for payment therefor.

4.

INSURANCE

During the term of this Agreement, Lessor Hall County, Georgia shall obtain and maintain property damage and liability insurance on the River Forks caretaker's residence as the County deems to be appropriate, and Tenant/Caretaker shall obtain and maintain any and all renter's insurance necessary and appropriate to properly insure any and all items of personal property owned by Tenant/Caretaker and located on the Property during the term of this Agreement. Tenant/Caretaker acknowledges that Hall County, Georgia does not maintain insurance coverage as to personal property or personal injury in relation to the River Forks residence. By his signature on this Agreement, Tenant/Caretaker further acknowledges that Hall County, Georgia and its employees, officials, and/or agents are not responsible or liable to Tenant/Caretaker (or to any of his invited or uninvited guests) for any damage or loss of personal property or personal injury arising from any condition on the property including, but not limited to, fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, storms, negligence of other parties, or vandalism.

5.

RIVER FORKS PARK AND CAMPGROUND PROPERTY MAINTENANCE AND

SECURITY

During the term of this Agreement, Tenant/Caretaker shall continue to perform the duties of his already existing employment with Hall County. In addition, Tenant/Caretaker shall be available to and shall assist with afterhours security on the River Forks property generally as may

be necessary and shall be available and shall assist with any afterhours emergency maintenance on the River Forks property generally as may be necessary. Tenant/Caretaker shall keep accurate records during the term of this Agreement which records shall indicate all of the time spent performing the various duties required by this Agreement, and the nature of the tasks performed. Tenant/Caretaker shall submit his time and task records to the County's Director of Parks and Community Services on a monthly basis.

6.

CRIMINAL ACTIVITY ON THE RIVER FORKS PROPERTY

Should Tenant/Caretaker discover evidence or information indicating that vandalism, theft, unlawful trespass or entry, or any other criminal activity has occurred on the River Forks Property, Tenant/Caretaker shall promptly notify the appropriate law enforcement authorities, and shall also notify the County's Director of Parks and Community Services of the circumstances and information he has discovered.

7.

REPAIR TO AND MAINTENANCE OF THE RESIDENCE

Tenant/Caretaker shall keep the caretaker's residence in good order, repair, and maintenance so as to present a neat and tidy appearance to visitors to the premises. Should the Director of Parks and Community Services notify the Tenant/Caretaker of a condition or issue with the apartment that the County believes should be remedied, the Tenant/Caretaker must either remedy the condition or respond to the request within 5 days of receipt of the Director's communication. Failure by the Tenant/Caretaker to reasonably address a notice/request by the Director shall constitute a violation of this Agreement and entitle the County to begin eviction proceedings if it so chooses.

8.

DEFAULT

Should the Tenant/Caretaker or any of Tenant/Caretaker's invited or uninvited guests (including any resident or occupant) violate any of the provisions of this Agreement or any policy directive of Hall County, Georgia or its Director of Parks and Community Services, the violation thereof shall constitute a default of the requirements of this Agreement and entitle Hall County to begin eviction proceedings within five (5) days of receipt of written notice of such violation and an accompanying request to vacate the premises. If the Tenant/Caretaker is terminated from employment with Hall County, Georgia for any reason, said termination will constitute a default of this Agreement and entitle Hall County to begin eviction proceedings within five (5) days of said termination of employment.

9.

TERMINATION BY THE PARTIES

Either party may terminate this Agreement without cause at any time during the term of the Agreement by providing sixty (60) days written notice to the other party. Regardless of the service of a notice of termination, Tenant/Caretaker shall continue to provide the services required of him herein relating to the River Forks property until the date that he actually and fully vacates the residence/apartment. If either party terminates this Agreement as provided for herein, then the Tenant/Caretaker and all of his invited or uninvited guests (including residents and occupants) are required to fully vacate the premises and remove all personal property therefrom without any further notice or demand from Hall County, Georgia by the expiration of sixty (60) days from receipt of the written notice.

10.

MODIFICATIONS TO THE PREMISES

Tenant/Caretaker may not make or cause to be made any changes, alterations, modifications, or improvements to the River Forks Park and Campground or caretaker residence, including all premises covered by this Agreement, without the prior written approval of the Hall County Director of Parks and Community Services.

11.

STATUS

Tenant/Caretaker is a current employee of the County and is also serving as a Caretaker of the River Forks Park and Campground and occupying the caretaker's residence thereof pursuant to the terms of this Agreement.

12.

APPLICABLE LAW

Tenant/Caretaker shall abide by all federal, state, and local laws during the term of this Agreement, and shall ensure that all of his invited or uninvited guests abide by all such laws, and his failure or the failure of his guests to abide by any such law, including all laws prohibiting the use, manufacture, distribution, and/or possession of any illegal substances or objects (including but not limited to controlled substances, drug paraphernalia, or weapons), will constitute a default of this Agreement pursuant to paragraph 8 above and the County may utilize the remedies discussed in paragraphs 8 and/or 9 above.

13.

CONDUCT OF TENANT/CARETAKER

Should the Tenant/Caretaker or his invited or uninvited guests (including residents or occupants) engage in conduct during the term of this Agreement that the County deems in its sole discretion reflects poorly to the public upon Hall County government and/or its organizational values as expressed by the County's Board of Commissioners, the Tenant/Caretaker will be in default of this Agreement pursuant to paragraph 8 above, and the County may utilize the remedies discussed in paragraphs 8 and/or 9 above.

14.

PETS/ANIMALS

No pets or domesticated animals of any sort are allowed anywhere on the River Forks property generally or in the caretaker's residence on the property (temporarily or otherwise) without the written permission of the Hall County Administrator, unless required by federal or state law (such as for a properly authenticated and certified assistance animal for a disabled person). All non-permitted animals must be removed from the premises within 24 hours of notice from Hall County, Georgia, otherwise the Tenant/Caretaker will be in default of this Agreement pursuant to paragraph 8 above, and the County may utilize the remedies discussed in paragraphs 8 and/or 9 above. Tenant/Caretaker will be responsible for any and all damages to the premises (including the dwelling, landscaping, and outdoor improvements) caused by any animal, and payment therefor shall be immediately made upon demand. Tenant/Caretaker shall indemnify and hold Hall County, Georgia and its agents, officers, officials, and employees harmless for all damages and injuries (including litigation and attorneys' fees) resulting from the presence or actions of an animal on the premises.

15.

TENANT/CARETAKER RESPONSIBILITY

In all matters required by this Agreement, Tenant/Caretaker is responsible for all invited or uninvited guests to the property, including all occupants and residents. If any invited or uninvited guest violates this Agreement, Tenant/Caretaker shall be considered to be in default of this Agreement pursuant to paragraph 8 above, and the County may utilize the remedies discussed in paragraphs 8 and/or 9 above.

16.

INDEMNIFICATION

Tenant/Caretaker hereby agrees to indemnify, and hold free and harmless, Hall County, Georgia (Hall County Government), Hall County Commissioners (individually or collectively), and Hall County's agents, public servants, employees, officers, directors, elected officials or any other similarly-affiliated persons (in their official capacity or their individual capacity) against any loss or expense including attorneys' fees, by reason of any liability imposed by law upon the County (or other individuals listed herein above), except in the case 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 the duties required of Tenant/Caretaker in this Agreement.

17.

ASSIGNMENT

Tenant/Caretaker may not assign this Agreement or his responsibilities hereunder to any third party without prior written permission of Hall County, Georgia, and the property may not be sub-leased without the express written permission of the Hall County Administrator.

18.

NOTICE

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail or overnight delivery, return receipt requested, addressed to the Tenant/Caretaker at the address of his residence at the River Forks Property or addressed to the then current Hall County Director of Parks and Community Services at his or her office mailing address with a copy to the County Administrator at 2875 Browns Bridge Road, Gainesville, Georgia 30504 (or any other addresses as designated by the parties by properly delivered notice).

19.

COMPLETE AGREEMENT

This Agreement and any attached exhibits constitute the entire agreement between the County and Tenant/Caretaker, and no prior written or prior contemporaneous or subsequent oral promises or representations shall be binding upon the parties.

20.

AMENDMENTS

This Agreement shall not be amended, modified, or changed except by written instrument duly executed by both parties.

21.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

22.

GOVERNING LAW AND ENFORCEMENT

This Agreement shall be governed by the laws of the State of Georgia and shall be enforced in the courts of Hall County, Georgia. If any term or provision of this Agreement, or application thereof, shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but shall be valid and enforced to the fullest extent permitted by law.

23.

PERFORMANCE WAIVER

The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement shall not constitute a waiver thereof.

24.

IMMUNITIES

No provision of this Agreement is intended to nor shall it be construed to in any way waive any immunities, protections, or defenses to liability provided to either of the parties hereto by the laws of the State of Georgia or by federal law.

[SIGNATURES ON FOLLOWING PAGE]

In witness whereof, the Parties hereto have formally executed this Agreement this ____ day of _____, 2024.

HALL COUNTY, GEORGIA

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

ATTEST:

_____(SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

William J. Linkous III, County Attorney

DERRICK BEESON

Print: _____

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

Notary Public

My commission expires:



AGENDA ITEM

County Attorney

REPORT TO: Work Session (02/05/24)

REPORT TO: Voting Meeting (02/08/24)

ITEM NO: 36/2024

SUBJECT: Approval and authorization to declare approximately .22 acres of property owned by Hall County located at 3151 Old Cleveland Road, Gainesville, Hall County, Georgia to be surplus property which is unserviceable for County purposes, and to market such property for sale in accordance with state law, subject to approval of any proposed sale by the Board of Commissioners at a later date, and subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 02/05/24

Voting Meeting Date: 02/08/24

Executive Summary:

Presenter: WLCA

Recommendation:
Approval.

Purpose of Request:

Approval and authorization to declare approximately .22 acres of property owned by Hall County located at 3151 Old Cleveland Road, Gainesville, Hall County, Georgia to be surplus property which is unserviceable for County purposes, and to market such property for sale in accordance with state law, subject to approval of any proposed sale by the Board of Commissioners at a later date, and subject to review and approval by the County Attorney.

History:

The property is currently not being used by the County and there are no current plans to put the property to County use.

Facts and Issues:

The Board has expressed interest in disposing of this property pursuant to the provisions of Hall County Code Section 3.10.180 and State law.

Options:

Approve or deny the Resolution.

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds N/A

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

2024-02-08

Approvals:

| | | | |
|-----------------------|---------------|----------------|-----------------|
| Submit | Budget | Finance | Attorney |
| WLI | TS | WG | WLI |
| Administration | | Clerk | |
| CR | | JR | |

Attachments:

Resolution Declaring 3151 Old Cleveland Road Unserviceable
Public Records for 3151 Old Cleveland Road



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

AGENDA ITEM 36/2024

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

N/A

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: WLCA

Phone: (770) 297-2686

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION DECLARING CERTAIN REAL PROPERTY UNSERVICEABLE

WHEREAS, the Board of Commissioners of Hall County, Georgia currently possesses certain improved real property located at 3151 Old Cleveland Road (Parcel # 10139 000005B) and described more particularly in the records and aerial photograph attached hereto as Exhibit A; and

WHEREAS, the Board of Commissioners has determined that the improved real property at issue is unserviceable as contemplated by Section 3.10.180 of the Hall County Code of Ordinances; and

WHEREAS, the Board of Commissioners desires to dispose of the said improved real property pursuant to the requirements of Section 3.10.180 of the Hall County Code of Ordinances and State law; and

WHEREAS, the Board of Commissioners has determined that declaring said improved real property located at 3151 Old Cleveland Road (Parcel # 10139 000005B) to be unserviceable pursuant to Section 3.10.180 of the Hall County Code of Ordinances would support the general welfare of the citizens of Hall County.

NOW THEREFORE, the Board of Commissioners determines and declares that the improved real property known as 3151 Old Cleveland Road (Parcel # 10139 000005B) and particularly described in the records and aerial photograph attached hereto as Exhibit A is unserviceable, can no longer be used advantageously by the County, and is incapable of being used independently under applicable County land use regulations and ordinances.

SO RESOLVED this the _____ day of February, 2024.

**HALL COUNTY BOARD OF
COMMISSIONERS**

Chairman, Richard Higgins

ATTEST:

Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

William J. Linkous III, County Attorney

Hall County, GA

Summary

Parcel Number 10139 000005B
 Location Address 3151 OLD CLEVELAND RD
 Legal Description 3151 OLD CLEVELAND ROAD
 (Note: Not to be used on legal documents)
 Class E1-Exempt
 (Note: This is for tax purposes only. Not to be used for zoning.)
 Zoning V-C
 Note: Refer to map zoning layer for official zoning.
 Tax District COUNTY (District 01)
 Millage Rate 25.721
 Acres 0.22
 Neighborhood 00003 Exempt properties (00003)
 Homestead Exemption No (S0-)
 Landlot/District N/A

[View Map](#)

Owner

COUNTY HALL
 P.O. BOX 1435
 GAINESVILLE, GA 30503

Land

| Type | Description | Calculation Method | Square Footage | Frontage | Depth | Acres | Lots |
|--------|--------------------|--------------------|----------------|----------|-------|-------|------|
| Exempt | Comm-Cleveland Hwy | Acres | 9,540 | 72 | 150 | 0.22 | 1 |

Accessory Information

| Description | Year Built | Dimensions/Units | Identical Units | Value |
|------------------|------------|------------------|-----------------|----------|
| 800 -GROSS VALUE | 1800 | 1x0 / 13490 | 1 | \$13,490 |

[What are Homesites?](#)

Valuation

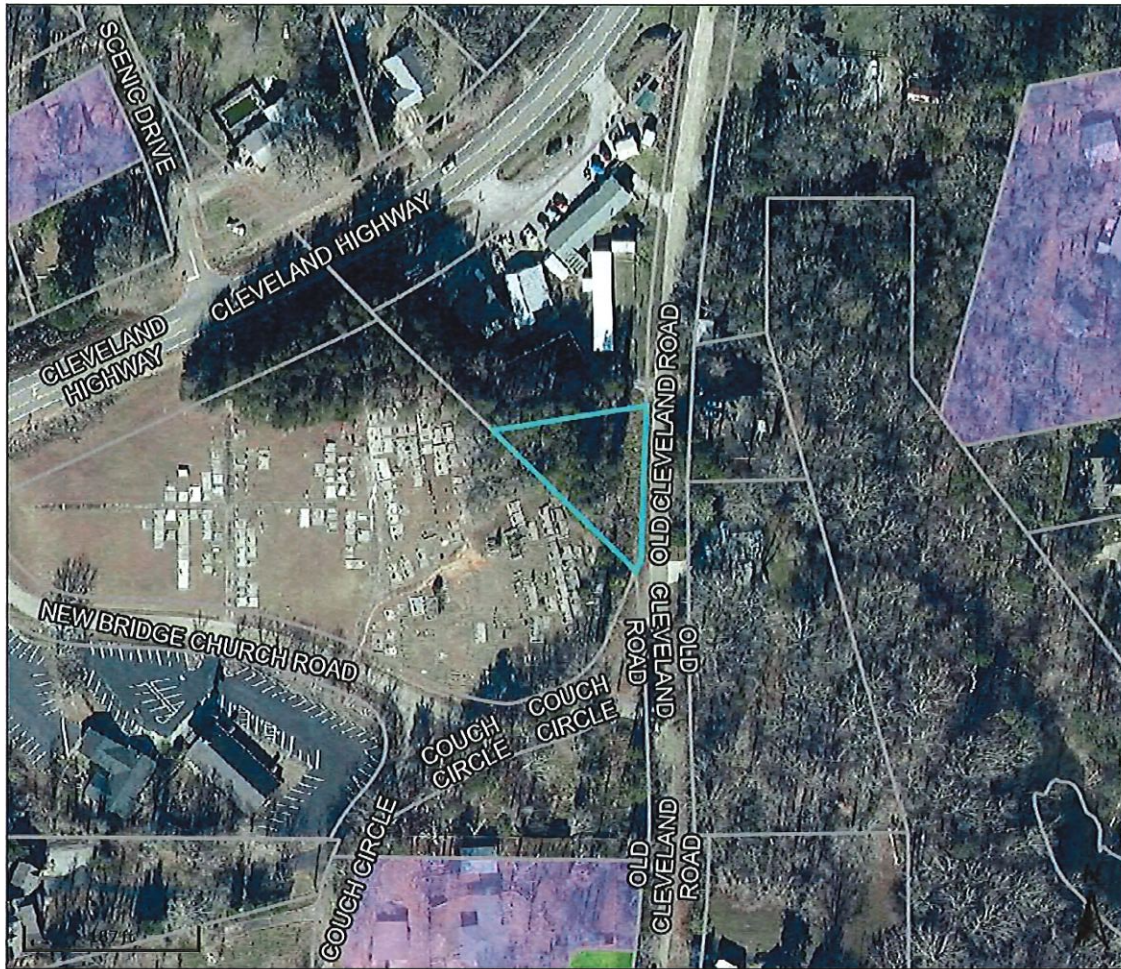
| | 2023 | 2022 | 2021 |
|---------------------|----------|----------|----------|
| Previous Value | \$44,490 | \$44,490 | \$44,490 |
| Land Value | \$31,000 | \$31,000 | \$31,000 |
| + Improvement Value | \$0 | \$0 | \$0 |
| + Accessory Value | \$13,490 | \$13,490 | \$13,490 |
| = Current Value | \$44,490 | \$44,490 | \$44,490 |

No data available for the following modules: Assessment Appeals Process, Linked Personal Property, Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Prebill Mobile Homes, Permits, Sales, Assessment Notice, Tax Detail, Photos, Sketches.

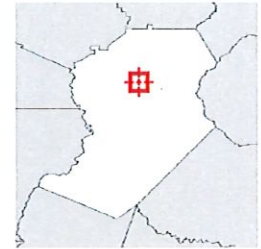
NOTICE TO PROPERTY OWNERS AND OCCUPANTS In accordance with Georgia law (OCGA 48-5-264.1) please be advised that the properties located in Hall County may be visited by our appraisal staff concerning an appeal filed, return filed, construction of new improvements or additions and /or conservation use applications or during the course of the normal property appraisal process. The Appraiser/Data Collector will have a photo identification badge and will be driving an appropriately marked vehicle. If
[User Privacy Policy](#) | [GDPR Privacy Notice](#)
 Last Data Upload: 1/10/2024, 12:11:05 AM

Contact Us





Overview



Legend

- Parcels
- Qualified Sales**
- 2020
- 2021
- 2022
- 2023
- 2024
- Roads**
- Cities**
- BRASELTON
- BUFORD
- CLERMONT
- FLOWERY BRANCH
- GAINESVILLE
- GILLSVILLE
- LULA
- OAKWOOD
- RESTHAVEN

Parcel ID 10139 000005B
 Class Code Exempt
 Taxing District COUNTY
 Acres 0.22

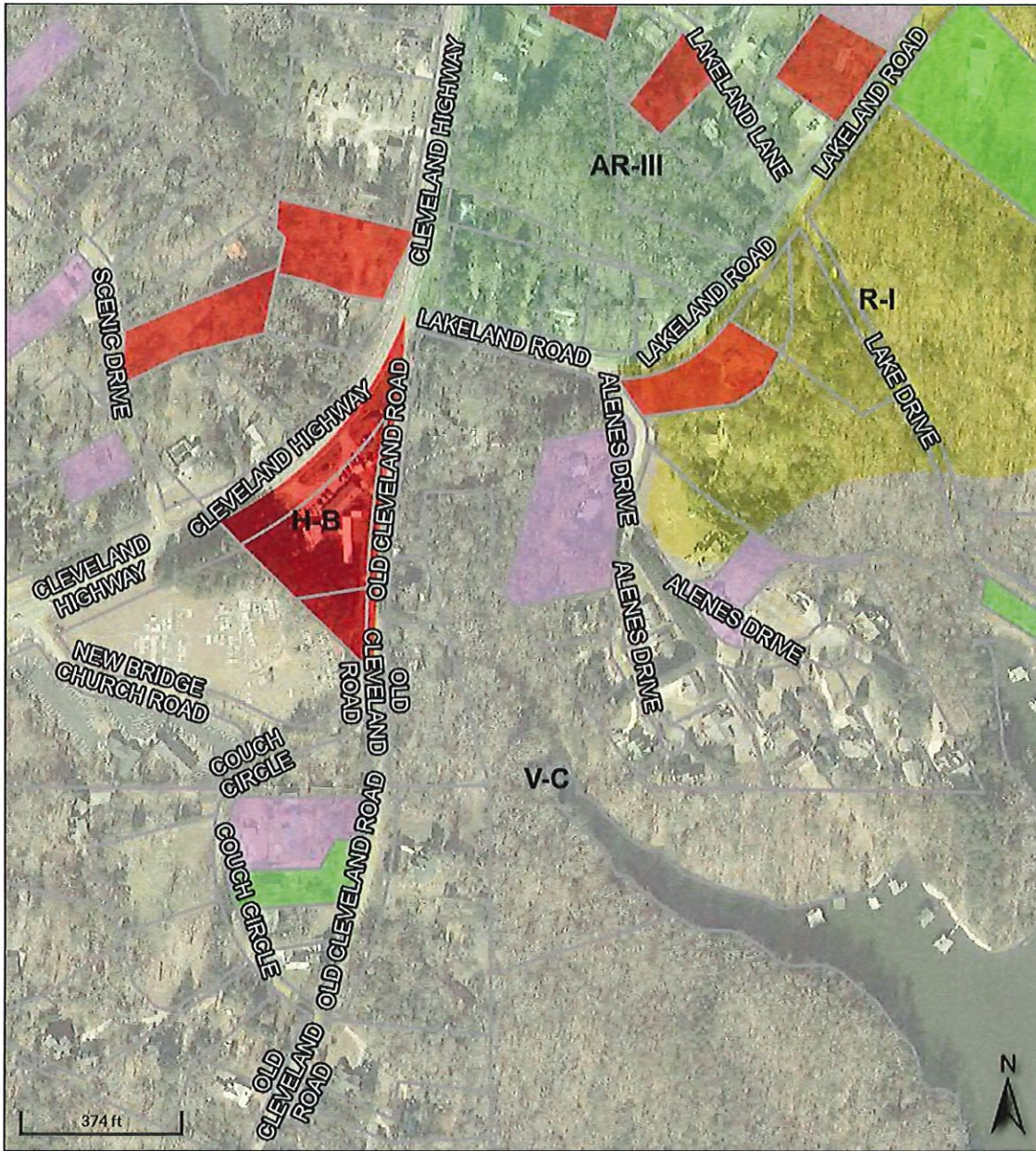
Owner COUNTY HALL
 P.O. BOX 1435
 GAINESVILLE, GA 30503
 Physical Address 3151 OLD CLEVELAND RD
 Assessed Value Value \$44490

| Last 2 Sales | | | |
|--------------|-------|--------|------|
| Date | Price | Reason | Qual |
| n/a | 0 | n/a | n/a |
| n/a | 0 | n/a | n/a |

(Note: Not to be used on legal documents)

Date created: 1/10/2024
 Last Data Uploaded: 1/10/2024 12:11:05 AM

Developed by **Schneider**
 GEOSPATIAL



Overview



Legend

-  Parcels
- Qualified Sales**
-  2020
-  2021
-  2022
-  2023
-  2024
- Roads**
- Cities**
-  BRASELTON
-  BUFORD
-  CLERMONT
-  FLOWERY BRANCH
-  GAINESVILLE
-  GILLSVILLE
-  LULA
-  OAKWOOD
-  RESTHAVEN
- Zoning**
-  A, FLOWERY BRANCH; A-1, OAKWOOD; AR-III, HALL COUNTY; R-I-A, GAINESVILLE
-  AR-IV, HALL COUNTY
-  C-1, OAKWOOD; N-B, GAINESVILLE; NS, FLOWERY BRANCH; S-S, HALL COUNTY
-  C-2, OAKWOOD; G-B, GAINESVILLE; H-B, HALL COUNTY; HB, FLOWERY BRANCH
-  C-B, GAINESVILLE; CBD, FLOWERY BRANCH

- H-I, GAINESVILLE;
I-II, HALL COUNTY;
M-2, FLOWERY
BRANCH; M-2,
OAKWOOD
- I-I, HALL COUNTY;
L-I, GAINESVILLE;
M-1, FLOWERY
BRANCH; M-1,
OAKWOOD
- INST, FLOWERY
BRANCH; O-I,
GAINESVILLE; O-I,
HALL COUNTY; O-
P, OAKWOOD
- MHP, FLOWERY
BRANCH; MHP,
HALL COUNTY
- MUNI,
BRASELTON;
MUNI, BUFORD;
MUNI,
CLERMONT;
MUNI, GILLSVILLE;
MUNI, LULA;
MUNI,
RESTHAVEN
- N-C, GAINESVILLE;
R-3, FLOWERY
BRANCH; R-3,
OAKWOOD; R-I-L,
HALL COUNTY
- PCD, HALL
COUNTY; PCD,
OAKWOOD;
PCFD, HALL
COUNTY; PID,
HALL COUNTY;
POD, HALL
COUNTY; PRD,
HALL COUNTY;
PRD, OAKWOOD;
PUD, FLOWERY
BRANCH; PUD,
GAINESVILLE
- R-1, FLOWERY
BRANCH; R-1,
OAKWOOD; R-I,
GAINESVILLE; R-I,
HALL COUNTY
- R-2, FLOWERY
BRANCH; R-2,
OAKWOOD; R-II,
GAINESVILLE; R-II,
HALL COUNTY
- R-4, OAKWOOD;
R-MF, HALL
COUNTY; R-O,
GAINESVILLE
- R-B, GAINESVILLE

- R-TF, HALL COUNTY
- TND, FLOWERY BRANCH; V-C, HALL COUNTY

Date created: 1/10/2024
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Developed by  **Schneider**
GEO SPATIAL

Hall County, GA

Summary

Parcel Number 10139 000005B
 Location Address 3151 OLD CLEVELAND RD
 Legal Description 3151 OLD CLEVELAND ROAD
 (Note: Not to be used on legal documents)
 Class E1-Exempt
 (Note: This is for tax purposes only. Not to be used for zoning.)
 Zoning V-C
 Note: Refer to map zoning layer for official zoning.
 Tax District COUNTY (District 01)
 Millage Rate 25.721
 Acres 0.22
 Neighborhood 00003 Exempt properties (00003)
 Homestead Exemption No (50-)
 Landlot/District N/A

[View Map](#)

Owner

COUNTY HALL
 P.O. BOX 1435
 GAINESVILLE, GA 30503

Land

| Type | Description | Calculation Method | Square Footage | Frontage | Depth | Acres | Lots |
|--------|--------------------|--------------------|----------------|----------|-------|-------|------|
| Exempt | Comm-Cleveland Hwy | Acres | 9,540 | 72 | 150 | 0.22 | 1 |

Accessory Information

| Description | Year Built | Dimensions/Units | Identical Units | Value |
|------------------|------------|------------------|-----------------|----------|
| 800 -GROSS VALUE | 1800 | 1x0 / 13490 | 1 | \$13,490 |

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Valuation

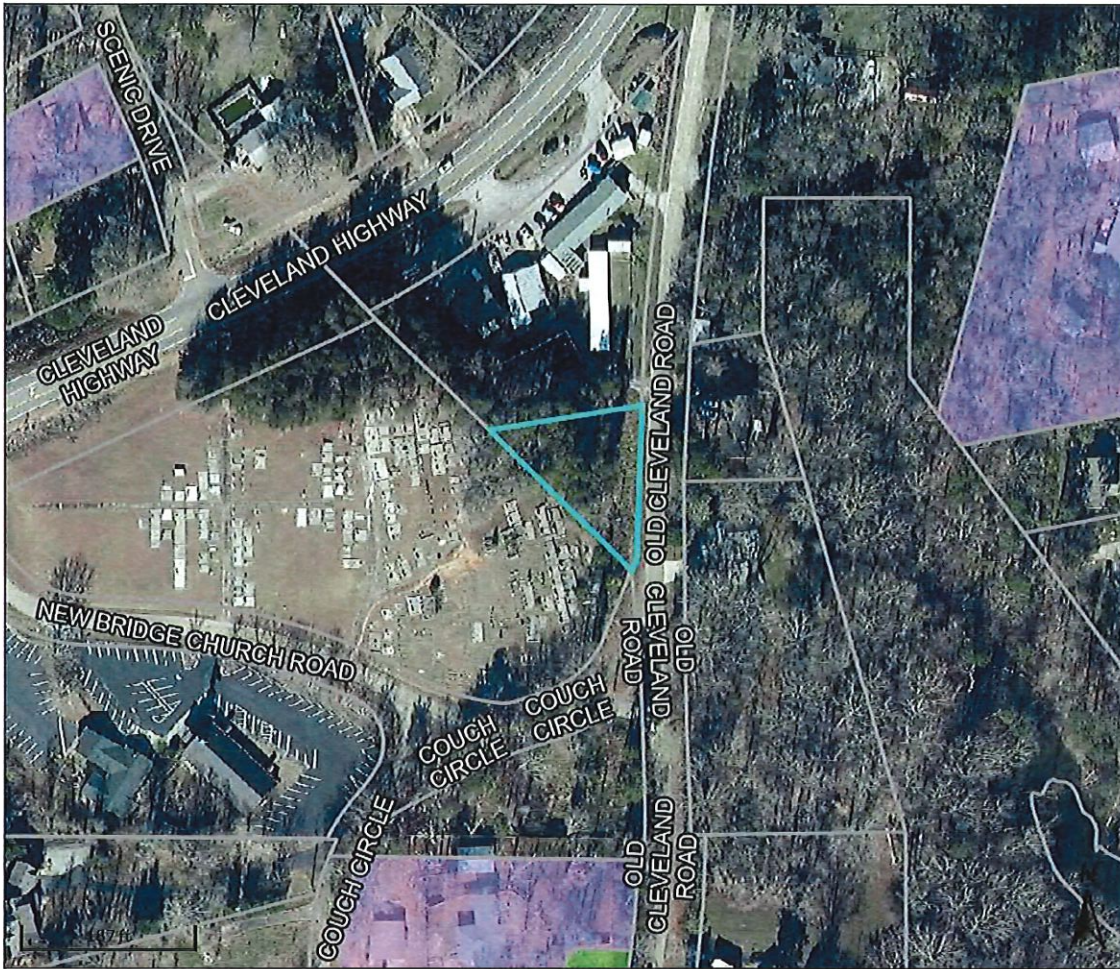
| | 2023 | 2022 | 2021 |
|---------------------|----------|----------|----------|
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- OAKWOOD
- RESTHAVEN

Parcel ID 10139 000005B
 Class Code Exempt
 Taxing District COUNTY
 Acres 0.22

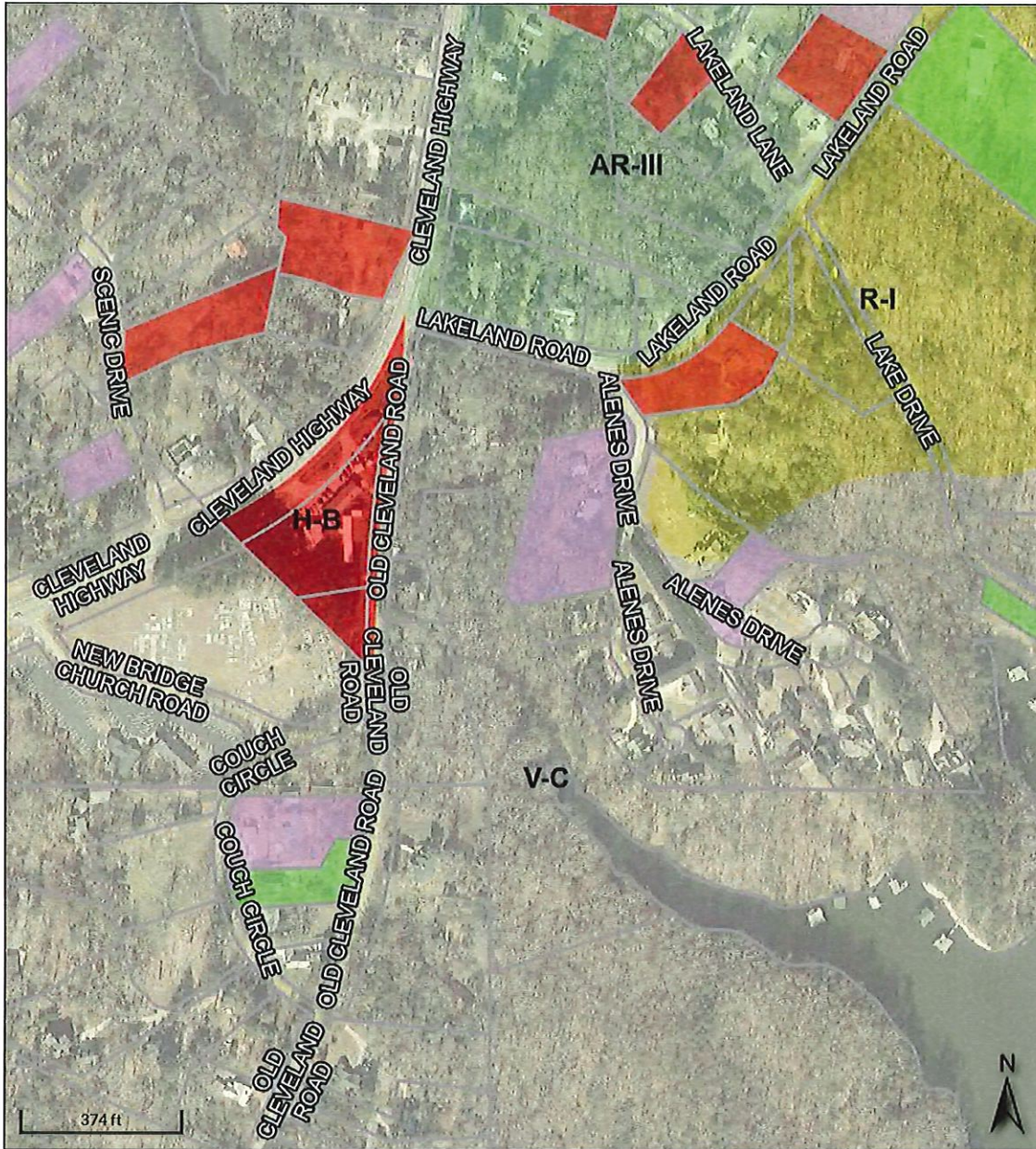
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| Last 2 Sales | | | |
|--------------|-------|--------|------|
| Date | Price | Reason | Qual |
| n/a | 0 | n/a | n/a |
| n/a | 0 | n/a | n/a |

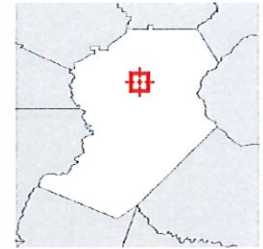
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 Last Data Uploaded: 1/10/2024 12:11:05 AM

Developed by  Schneider
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- GILLSVILLE
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- C-2, OAKWOOD; G-B, GAINESVILLE; H-B, HALL COUNTY; HB, FLOWERY BRANCH
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- H-I, GAINESVILLE;
I-II, HALL COUNTY;
M-2, FLOWERY
BRANCH; M-2,
OAKWOOD
- I-I, HALL COUNTY;
L-1, GAINESVILLE;
M-1, FLOWERY
BRANCH; M-1,
OAKWOOD
- INST, FLOWERY
BRANCH; O-I,
GAINESVILLE; O-I,
HALL COUNTY; O-
P, OAKWOOD
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BRANCH; MHP,
HALL COUNTY
- MUNI,
BRASELTON;
MUNI, BUFORD;
MUNI,
CLERMONT;
MUNI, GILLSVILLE;
MUNI, LULA;
MUNI,
RESTHAVEN
- N-C, GAINESVILLE;
R-3, FLOWERY
BRANCH; R-3,
OAKWOOD; R-I-L,
HALL COUNTY
- PCD, HALL
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OAKWOOD;
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HALL COUNTY;
POD, HALL
COUNTY; PRD,
HALL COUNTY;
PRD, OAKWOOD;
PUD, FLOWERY
BRANCH; PUD,
GAINESVILLE
- R-1, FLOWERY
BRANCH; R-1,
OAKWOOD; R-I,
GAINESVILLE; R-I,
HALL COUNTY
- R-2, FLOWERY
BRANCH; R-2,
OAKWOOD; R-II,
GAINESVILLE; R-II,
HALL COUNTY
- R-4, OAKWOOD;
R-MF, HALL
COUNTY; R-O,
GAINESVILLE
- R-B, GAINESVILLE

- R-TF, HALL COUNTY
- TND, FLOWERY BRANCH; V-C, HALL COUNTY

Date created: 1/10/2024
Last Data Uploaded: 1/10/2024 12:11:05 AM

Developed by  **Schneider**
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Attachments:



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

AGENDA ITEM 14/2024

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

N/A

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: WG

Phone: 770-535-8270



AGENDA ITEM

Planning and Development

REPORT TO: Work Session (02/05/24)

REPORT TO: Voting Meeting (02/08/24)

ITEM NO: 19/2024

SUBJECT: Public Hearing for a new Malt Beverage and Wine Package Alcohol license for Kwick Mart located at 2672 Gillsville Highway, Gainesville, GA 30507. Ownership is Ananta DBM, Inc. License holder is Bhaumik Tiwari and the Registered agent is Marcos Elias Jr. Commission District 3.

Meetings:

Work Session Date: 02/05/24

Voting Meeting Date: 02/08/24

Executive Summary:

Presenter: RD
Recommendation: Approve.

Purpose of Request: Public Hearing for a new Malt Beverage and Wine Package Alcohol license for Kwick Mart located at 2672 Gillsville Highway, Gainesville, GA 30507. Ownership is Ananta DBM, Inc. License holder is Bhaumik Tiwari and the Registered agent is Marcos Elias Jr. Commission District 3.

History:

Facts and Issues:

Options:

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

Approvals:

| | | | |
|--------|---------|----------|----------------|
| Submit | Approve | Attorney | Administration |
|--------|---------|----------|----------------|

| | | | |
|---------------|----------------|-----------------|-----------------------|
| Submit | Approve | Attorney | Administration |
| BS | RD | WLI | CR |
| Clerk | | | |
| JR | | | |

Attachments:

Board Memo and Map



Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
BUSINESS LICENSE DIVISION

January 24, 2024

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6815 | f: 770.531.4953

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

BUSINESS LICENSE DIRECTOR
Brandi Smith

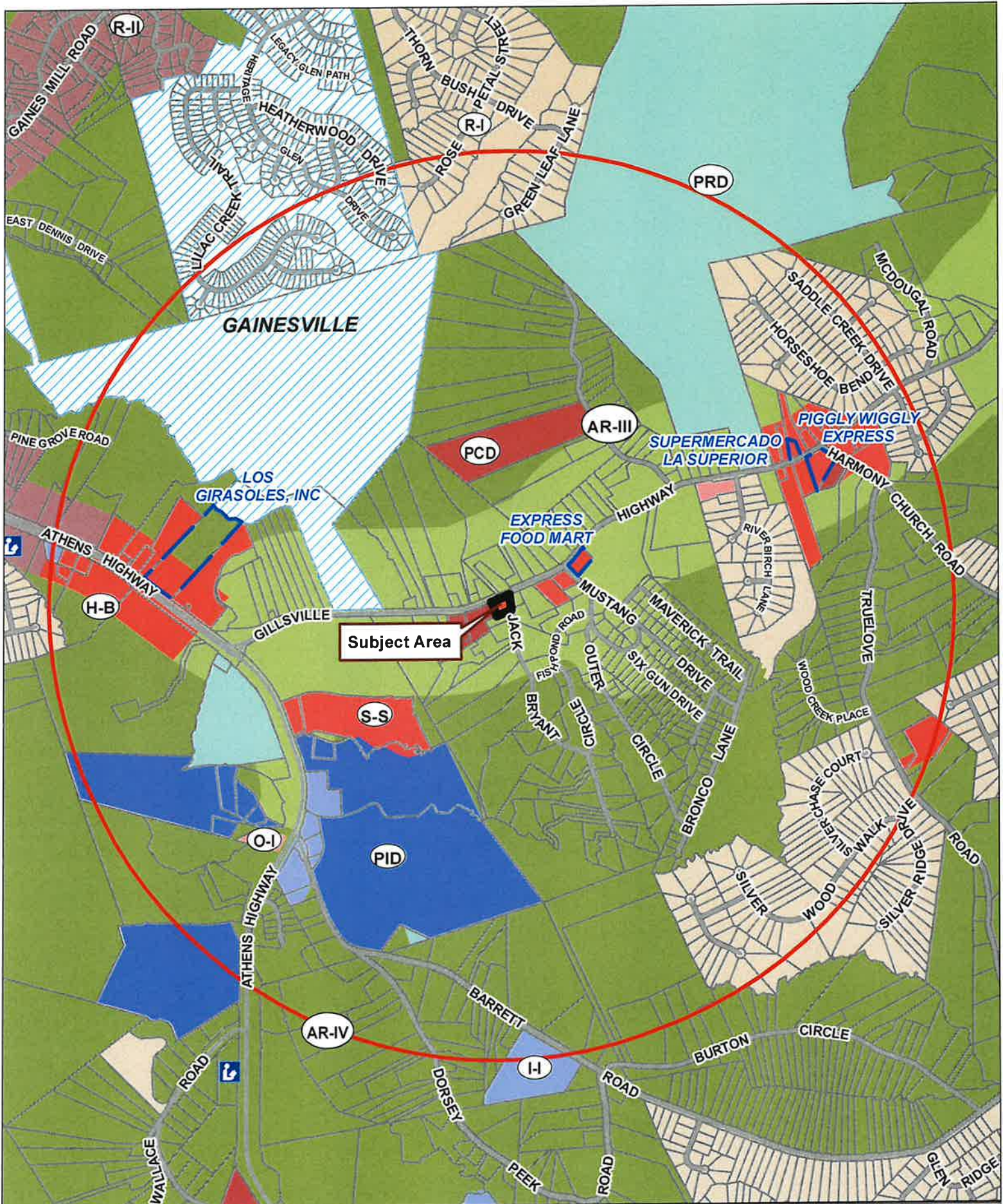
Re: 2672 Gillsville Hwy. Gainesville, GA 30501

To Whom It May Concern:

Please find the attached map and Land Surveyor Statement regarding a new Malt Beverage and Wine Package Alcohol license. The ownership of the license is Ananta DBM, Inc with Mr. Bhaumik Tiwari as the license holder and Mr. Marcos Elias Jr. and the registered agent. The Commission district is 3. I see no issues and recommend approval of the license.

Sincerely,

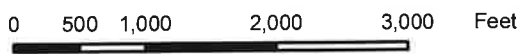
Brandi Smith, Director




Subject Property: 2672 GILLSVILLE HIGHWAY, GAINESVILLE GA 30507



Date: 1/24/2024



-  Zoning Boundary
-  City Limits
-  Church
-  1 Mile Buffer
-  Subject Area
-  N



HALL COUNTY
GEORGIA
We have it all in Hall

GEORGIA REGISTERED LAND SURVEYOR STATEMENT

I, JASPER PROCTOR, JR., P.E., P.L.S., a Georgia Registered Land Surveyor
(# 2847) hereby certify I am familiar with the premises
Acme American LLC
(business name and location)

For which KWICK MART - 2672 GAINESVILLE HIGHWAY application
(applicant's name) GAINESVILLE

has been made for the issuance of a license to sell malt beverages and wine at retail and that the nearest point to the main structure of this business is more than 300 feet from the nearest point of the main structure of any church, or more than 600 feet from the nearest point of the main structure of any school as measured in a straight line between the two structures. (The word school shall include kindergartens, primary and secondary schools, colleges and other educational institutions whether public or private.)

This 9 day of JANUARY, 20 24



Business address:

319 ATLANTA STREET, SUITE 240
MARIETTA, GA 30060

Sworn to and subscribed before me

This 9 day of January, 20 24
Kathryn K Fleres
Signature, notary public



SEAL



AGENDA ITEM

Planning and Development

REPORT TO: Work Session (02/05/24)

REPORT TO: Voting Meeting (02/08/24)

ITEM NO: 26/2024

SUBJECT: **2955 Candler Road | Use Subject to County Commission Approval |** 17.170.020.13 Manufacture of cement, cement products, concrete, clay products, lime, gypsum, brick, tile or plaster of Paris | on a 33.46± tract on the east side of Candler Road, approximately 407 feet from its intersection with Dale Road | Zoned I-II; Tax Parcel 15025 000011 | **Proposed Use: concrete plant |** Commission District 3 | **Steve Gilliam, applicant.**

Meetings:

Work Session Date: 02/05/24

Voting Meeting Date: 02/08/24

Executive Summary:

Presenter: RD

Recommendation:
Approval.

Conditions:

1. The property shall be developed in accordance with the site plan and as described in the project narrative submitted on November 2, 2023 modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Designated employee and truck parking shall be provided per 17.250.020(A) – Off-Street Parking, Storage and Loading Requirements for Industrial uses.
3. 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.
4. The developer shall coordinate with the Georgia Department of Transportation (GDOT) and Hall County Engineering to obtain the necessary driveway permits for access to the site.
5. Pursuant to [2.60.060](#), all applications approved by the board, whether a request for variance from the terms of [Title 17](#), a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of [Title 17](#), shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy, or establishment of business within six months from the date of approval by the board, said approval shall become null and void.
6. All conditions of zoning shall be made a part of any plats or construction plans created for the facility.

Purpose of Request:

History:

2955 Candler Road | Use Subject to County Commission

Approval | 17.170.020.13 Manufacture of cement, cement products, concrete, clay products, lime, gypsum, brick, tile or plaster of Paris | on a 33.46± tract on the east side of Candler Road, approximately 407 feet from its intersection with Dale Road | Zoned I-II; Tax Parcel 15025 000011 | **Proposed Use: concrete plant** | Commission District 3 | **Steve Gilliam, applicant.**

Facts and Issues:

Options:

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

Approvals:

| Submit | Approve | Attorney | Administration |
|--------------|---------|----------|----------------|
| AD | RD | WLI | CR |
| Clerk | | | |
| JR | | | |

Attachments:

- Updated Board Memo as of 2-1-2024
- Recommendation Report
- Application
- Updated Narrative
- Original Narrative
- Site Plan
- Maps
- Lease Agreement
- Legal Description
- Environmental Health Comment
- 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: January 22, 2024

Subject: **2955 Candler Road | Use Subject to County Commission Approval | 17.170.020.13 Manufacture of cement, cement products, concrete, clay products, lime, gypsum, brick, tile or plaster of Paris | on a 33.46± tract | Proposed Use: concrete plant | Steve Gilliam, applicant.**

The request before you is the request of Steve Gilliam for a Use Subject to County Commission Approval 17.170.020.13 Manufacture of cement, cement products, concrete, clay products, lime, gypsum, brick, tile or plaster of Paris to allow a concrete plant. This item is located within Commission District 3.

At their January 2, 2024 meeting, the Hall County Planning Commission voted to recommend approval with six (6) 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 site plan and as described in the project narrative submitted on November 2, 2023 modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Designated employee and truck parking shall be provided per 17.250.020(A) – Off-Street Parking, Storage and Loading Requirements for Industrial uses.
3. 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.

4. The developer shall coordinate with the Georgia Department of Transportation (GDOT) and Hall County Engineering to obtain the necessary driveway permits for access to the site.
5. Pursuant to [2.60.060](#), all applications approved by the board, whether a request for variance from the terms of [Title 17](#), a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of [Title 17](#), shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy, or establishment of business within six months from the date of approval by the board, said approval shall become null and void.
6. All conditions of zoning shall be made a part of any plats or construction plans created for the facility.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Steve Gilliam

Request Use Subject to County Commission Approval | [17.170.020.13](#) Approval for a Concrete Plant

Proposed Use Concrete plant

Size 33.46 ± acres

Zoning Heavy Industrial District (I-II, [17.170](#))

Location **2955 Candler Road** | Tax Parcel 15025 000011

Commission District Three

Planning Commission Date January 2, 2024

Staff Recommendation **Approval, with conditions** as the proposed use is consistent with adjacent land uses and the current zoning district.

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

Vote: 5-0

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan and as described in the project narrative submitted on November 2, 2023 modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Designated employee and truck parking shall be provided per 17.250.020(A) – Off-Street Parking, Storage and Loading Requirements for Industrial uses.
3. 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.
4. The developer shall coordinate with the Georgia Department of Transportation (GDOT) and Hall County Engineering to obtain the necessary driveway permits for access to the site.
5. Pursuant to [2.60.060](#), all applications approved by the board, whether a request for variance from the terms of [Title 17](#), a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of [Title 17](#), shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper

permit and/or license and proceeding with the building, occupancy, or establishment of business within six months from the date of approval by the board, said approval shall become null and void.

6. All conditions of zoning shall be made a part of any plats or construction plans created for the facility.

Staff Recommended Conditions:

1. The property shall be developed in accordance with the site plan and as described in the project narrative submitted on November 2, 2023 modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Designated employee and truck parking shall be provided per 17.250.020(A) – Off-Street Parking, Storage and Loading Requirements for Industrial uses.
3. 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.
4. The developer shall coordinate with the Georgia Department of Transportation (GDOT) and Hall County Engineering to obtain the necessary driveway permits for access to the site.
5. Pursuant to [2.60.060](#), all applications approved by the board, whether a request for variance from the terms of [Title 17](#), a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of [Title 17](#), shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy, or establishment of business within six months from the date of approval by the board, said approval shall become null and void.
6. All conditions of zoning shall be made a part of any plats or construction plans created for the facility.

Public Forum:

There were no comments in support or opposition.

Summary Analysis

The applicant is requesting county commission approval of a conditional use on a 33.46± acre parcel zoned Heavy Industrial District (I-II, [17.170](#)) for the construction of a concrete plant. Under the Heavy-Industrial (I-II, [17.170.020](#)) zoning district, the manufacturing of cement is a use subject to the approval of the Hall County Board of Commissioners. The site is located within the Heidelberg Materials Gainesville Quarry, and all adjacent parcels are also zoned Heavy Industrial District (I-II, [17.170](#)).

The applicant’s narrative states that the site will be developed into a ready-mix concrete facility to serve the greater Hall County area, with an estimated completion date by mid-year 2024. The facility will include the construction of one building, an office, which will house the controls for the mixing operations. The submitted site plan depicts the office and concrete mixing area. The applicant did not specify the proposed square footage for the office. The applicant has requested flexibility to modify the arrangement of

improvements upon the property during the development process, but not in any way that would violate [Title 17](#) of the Official Code of Hall County.

Other improvements to the site include an excavation area, loading hopper, truck parking, two storage yards, several storage areas, and a 30-foot private road leading from the facility to Candler Road (GA-60). The material storage spaces are separated by dividers and will hold different sizes of rock and sand. Additionally, there will be an enclosed bin for the cement. All vertical improvements are proposed near the center of the property, and the applicant states that the operation will be buffered from adjacent property lines by over 125 feet of existing, mature vegetation. The concept plan shows employee parking near the office but it is unclear whether it meets the required 1.6 parking spaces per 1,000 square feet of gross floor area per [17.250.020\(A\)](#).

In an amended narrative, the applicant provided additional information regarding the proposed operation: front-end loaders will carry concrete mixing materials and cement to the loading hopper, where the material is loaded into the rotating cylinder at the rear of the truck. Once loaded, the truck is moved away from the hopper and driven to the designated site.

As the subject parcel does not have any road frontage, public road access will take place through parcel [15025 000012](#), which the applicant states is allowed by an established easement agreement. The submitted narrative specifies that dump trucks will be confined to a network of private roads that will connect the concrete facility to the Heidelberg Materials Gainesville Quarry. Concrete mixer trucks will utilize public roads to deliver to job sites, which may take place at any time of day. The applicant has proposed unlimited hours of operation to allow them to serve the Georgia Department of Transportation (GDOT) on an as-needed basis. GDOT coordination will be required for access to the concrete plant from Candler Road.

The submitted narrative states that the facility will be served by an on-site sewage management system. Hall County Engineering has requested that details of any present flood plains on the site be represented on the civil plans for the development.

The applicable development standards within the Heavy Industrial District (I-II, [17.170](#)) are described in the table below:

| Standard | Heavy Industrial District Requirement (17.240.010(A)), (17.250.020(A)) |
|---|--|
| Minimum Lot Area | 15,000 square feet |
| Front Setback | 50 feet (from property line) |
| Side Setback | 30 feet |
| Rear Setback | 30 feet |
| Parking | 23± spaces* |
| Note: standards marked with an asterisk (*) are not explicitly met within the submitted concept plan. | |

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 Heavy Industrial (I-II, [17.170](#)) zoning district unless granted in the conditions of approval.

Based on the future land-use plan, staff finds the requested zoning designation *is consistent* with the Hall County [Comprehensive Plan](#), adjacent land uses, and the current zoning environment. The [Comprehensive Plan's](#) future land use designation for the subject parcel is Rural Residential and it is also part of an Employment Corridor. The intent of the Rural Residential land use category is to preserve established neighborhoods and create a transition between Rural Areas and Residential Areas. Future development is planned to consist of detached low-density residential, civic, and recreational uses. However, the subject

parcel is also located within the vicinity of the Employment Corridor along Candler Road, which is envisioned to include industrial uses at moderate to high densities. The proposed use closely resembles other existing uses in the immediate area. Corridors in Residential and Rural Residential areas are generally those roadways that are intended to accommodate a variety of nonresidential uses without encroaching upon or replacing adjacent residential neighborhoods. Non-residential uses along corridors in Residential and Rural Areas should be located in close proximity to Community Crossroads or Activity Centers. Access should be from secondary roads so as not to impede traffic flow, and adjacent businesses should share interparcel access.

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 of a concrete plant is similar in use, development, and zoning to adjacent and nearby properties. All adjacent parcels are within the Heavy Industrial zoning district (I-II, [17.170](#)), and several are developed with industrial uses.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **As the subject area is zoned for industrial activity, the introduction of the proposed concrete plant should not adversely affect nearby properties when developed in accordance with local, state, and federal standards. The applicant states that water trucks will routinely spray the access road to limit the spread of dust.**
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, Heavy Industrial (I-II, [17.170](#)), and it can be utilized for any use permitted by right. Concrete plants are not permitted or allowed on a conditional basis in any other zoning district and require conditional use approval from the Board of Commissioners.**
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **The development of a concrete plant 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 concrete plant is designation *is consistent* with the Hall County [Comprehensive Plan](#), adjacent land uses, and the current zoning environment.**
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 parcel [15025 000011](#) is undeveloped and mostly forested. The western portion of the property is occupied by a body of water.**
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, intended to allow the use of a concrete plant within the Heavy Industrial District (I-II, [17.170](#)). This zoning designation matches all surrounding parcels, several of which are currently utilized for industrial activities.**
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. The need for more infrastructure, paved improvements and employment opportunities within Hall County is growing, and this proposal will help satisfy those needs.**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **Concrete plants are a prohibited use in all zoning districts except for the Heavy Industrial District (I-II, [17.170](#)), where it is a use subject to County Commission approval.**
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.**

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 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]. **A narrative statement has been provided, outlining the proposed use of the property; 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 conceptual site plan; however, the precise placement and dimensions of the proposed improvements are not detailed.**
- 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 November 28, 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. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.”

Hall County Fire Marshal

In an email dated December 1, 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 November 30, 2023, Director Bill Nash stated the following:

Engineering:

Show FEMA and Hall County studied Flood plains that are present on site.

Traffic:

Clarify how access to the parcel will be maintained. Will an easement be created through an adjacent parcel?

Utilities:

No comment.

Georgia Department of Transportation

In an email dated December 4, Veronica Chavers, D1TO Civil Engineer III, stated that GDOT coordination would be required for driveway access on Candler Road.

➤ **Excerpts from the minutes of the January 2, 2024 meeting**

Applicant’s Presentation:

Katie Greenway, Principal Planner, presented a summary of the request.

Steve Gilliam, 340 Jesse Jewell Parkway, Gainesville, presented the request. The applicant stated that rather than shipping the material out, they will be able to manufacture on the property with this use. The applicant stated that the lease on 3001 Candler Road allows the applicant to build roads that will access the plant.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Ms. Pilcher questioned the percentage of gravel truck traffic being eliminated. The applicant stated 100%.

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 site plan and as described in the project narrative submitted on November 2, 2023 modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Designated employee and truck parking shall be provided per 17.250.020(A) – Off-Street Parking, Storage and Loading Requirements for Industrial uses.
3. 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.
4. The developer shall coordinate with the Georgia Department of Transportation (GDOT) and Hall County Engineering to obtain the necessary driveway permits for access to the site.
5. Pursuant to [2.60.060](#), all applications approved by the board, whether a request for variance from the terms of [Title 17](#), a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of [Title 17](#), shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy, or establishment of business within six months from the date of approval by the board, said approval shall become null and void.
6. All conditions of zoning shall be made a part of any plats or construction plans created for the facility.

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



CONDITIONAL USE APPLICATION

| | |
|--|--|
| Applicant (Name & Mailing Address) | Property Owner (Name & Mailing Address) |
| <u>Steven P. Gilliam, Attorney</u> | <u>Hanson Aggregates Southeast, LLC</u> |
| <u>P.O. Box 1098</u> | <u>3237 Satellite Blvd, Building 300 Suite 210</u> |
| <u>Gainesville, Ga 30503</u> | <u>Duluth, Ga 30096</u> |
| Phone <u>770-536-3381</u> | Phone <u>404-316-6491</u> |
| Email Address <u>sgilliam@sgwmfirm.com</u> | Email Address <u>alan.burnette@heidelbergmaterials.com</u> |
| Proposed Use <u>Conditional Use Chapter 17.170 (1-11) (13) Manufacture of Cement</u> | |

| | | |
|---|--|---|
| Contact Person (Name & Mailing Address) | Status of Applicant | Requested Action |
| <u>Steven P. Gilliam</u> | <input type="checkbox"/> Owner | Permissive Use: |
| <u>P.O. Box 1098</u> | <input type="checkbox"/> Option to Purchase | <input type="checkbox"/> HCPC <input checked="" type="checkbox"/> HCC |
| <u>Gainesville, Ga 30503</u> | <input type="checkbox"/> Area Resident | Fee: \$ <u>1,500.00</u> |
| Phone <u>770-536-3381</u> | <input checked="" type="checkbox"/> Other Attorney | Receipt #: _____ |
| Email Address <u>sgilliam@sgwmfirm.com</u> | Zoning: <u>I - II</u> | Check #: _____ |
| Tax Parcel Number <u>15025 000011</u> | Acreage <u>32.112</u> | |
| Location Address <u>2955 Candler Rd Gainesville, Ga 30507</u> | | |

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

Sign  Date: _____

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____



Heidelberg Materials

Heidelberg Materials
North America
Southeast Region
3237 Satellite Boulevard
Building 300; Suite 210
Duluth, GA 30096
T 770 491-2738

November 2, 2023

Dear Hall County Community Development and Infrastructure:

The purpose of this letter is to confirm Alan Burnette is the Director of Resource Development for Heidelberg Materials Southeast Agg LLC's Southeast Region. As such, Alan is authorized to act on the Company's behalf on land issues involving Heidelberg Materials Southeast Agg LLC and all of the predecessor organizations listed below:

Hanson Aggregates Southeast LLC
Hanson Aggregates Southeast Inc.
Davidson Mineral Products Inc.
Davidson Mineral Properties Inc.
Gainesville Stone Company Inc.

Should you have additional questions, please contact me at the telephone numbers provided below.

Thank you,

Ashley Conner
Sr HR Manager – Southeast Region
Heidelberg Materials North America
Ashley.conner@heidelbergmaterials.com
T 770 491 2738
M 470 831 9585

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) Hanson Aggregates Southeast, LLC
Address 3237 Satellite Blvd Building 300 Suite 210
Duluth, GA 30096
Phone Number 404-316-6491

Name of applicant(s) Steven P. Gilliam, Attorney
Address P.O. Box 1098
Gainesville, GA 30503
Phone Number 770-536-3381

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)


Alan C. Burnett, Director and Resource Developer

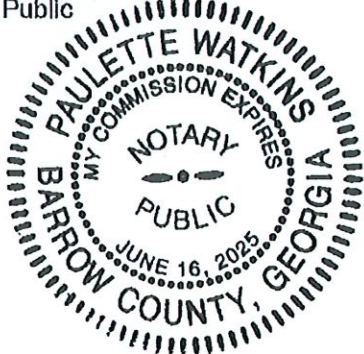
Personally appeared before me

ALAN C. BURNETTE

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


Notary Public

11/2/23
Date



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



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

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

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

I have** _____ I have not

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature:  _____ Date: 10/20/2023

Applicant's/Owner's Name (Printed): Steven P. Gilliam

PLANNING AND DEVELOPMENT DEPARTMENT
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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.

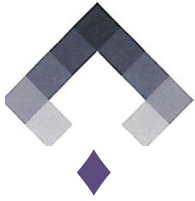
****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature:  Date: 11/2/2023

Applicant's/Owner's Name (Printed): Alan Burnette, Director, Resource Developer



SMITH GILLIAM WILLIAMS & MILES

Website: sgwmfirm.com

Phone: 770.536.3381

Fax: 770.531.1481

Mailing Address: P.O. Box 1098
Gainesville, GA 30503

Amendment to Project Narrative for Candler Road Tract

LOCATION -2955 Candler Road, Gainesville, GA 30507

ACREAGE - 32.112 Acres+/-

APPLICANT- Steven P. Gilliam, Attorney

OWNER - Heidelberg Materials Southeast Agg, LLC

Description of Manufacture of Concrete Operations

As shown on the site plan, the concrete mixing plant consists of material storage spaces, a small office building which includes the controls for the mixing operations, material excavation area, a loading hopper, the plant, and truck parking spaces. The entire site consists of approximately 3-4 acres. The materials storage spaces are separated by dividers but are not enclosed and consist of different sizes of rock and sand. There is an enclosed bin which holds the cement. Front-end loaders move the concrete mixing materials and cement into the loading hopper. This material is loaded into the rotating cylinder on the back of the truck. Once the truck is loaded, it is ready to be moved out from under the hopper and is driven to the site where it will then be used.

Submitted by Steven P. Gilliam

Project Narrative for Candler Road Tract

LOCATION – 2955 Candler Road, Gainesville, GA 30507

ACREAGE – 32.112 acres +/-

APPLICANT - Steven P. Gilliam, Attorney

OWNER– Heidelberg Materials Southeast Agg LLC

Summary

The accompanying application seeks Hall County Commission Condition Approval for the addition of a Ready-mix Concrete operation on 32.112 acres of undeveloped property located at 2955 Candler Road (SR 60) in east Hall County within the interior of the Heidelberg Materials Gainesville Quarry site. The intent is to develop a Ready-mix Concrete (RMC) operation site to serve the greater Gainesville/Hall County area. The property is zoned I-II and this request is for Commission Approval of the RMC use pursuant to Chapter 17.170.020. (13) Manufacture of Concrete. The location and proposed use is consistent with the Hall County Comprehensive Plan's designation as an "Employment Corridor" and appropriate for Hall County's Heavy Industrial (I-II) District. Completion of development is anticipated by mid-year 2024.

Site Description

The site has no frontage along Candler Highway (SR 60) or any other public road. The site is a polygon in shape and surrounded by additional parcels comprising the southern/southeastern portion of the Gainesville Quarry site. The site is mostly wooded with a mix of mature trees with rolling topography and the proposed RMC site sits in an area lower than the surrounding mature trees allowing for an isolated setting deep in the interior of the Gainesville Quarry site. Domestic water is provided by the City of Gainesville and is located in the Candler Road right-of-way. The site will be served by an on-site sewage management system and all other dry utilities are located within a reasonable distance for service extensions. There are no know easements or rights-of-way on the property, and no known impediments to its successful development for the purposes intended.

Adjacencies

The property is completely surrounded by Heavy Industrial (I-II) zoned parcels controlled by Heidelberg Materials Southeast Agg as part of the Gainesville Quarry operation.

Access

Access will occur from the previously approved commercial driveway currently serving the Gainesville Quarry operation from Candler Highway (SR 60) at the entrance to the Gainesville Quarry over and through property leased by Heidelberg Materials as assignee and successor in interest to Gainesville Stone Company, INC, Lessee of the property from W.E. and Annie L. Parker, Lessor. Said Lease is attached hereto. The Tax Parcel is 15025 000012. The lease is dated November 29, 1971 for an initial

term of twenty (20) years followed by four (4) additional terms of twenty (20) years each, and is recorded in Deed Book 473, pages 224-235, Hall County, Georgia Deed Records.

Proximity to Other Uses

- Nearest distance to a single-family home – a single family home at 3264 Dixieland Farm Road is located within 950’ of the boundary of the subject parcel and ~ 1,650 from the site of the proposed use.
- Nearest distance to a church – Cross Plain Baptist Church is located 1,400’ southwest of the property boundary.

Comprehensive Plan Consistency

The project is consistent with the “Employment Corridor” of the Future Land Use Map and the primary future land uses notes as:

- Industrial Uses, business parks, technology-based operations.

The project is consistent with the Goals, Policies and Objectives of the Comprehensive Plan and is not known or believed to be in conflict with any of the above.

Aerial View (RMC site to be located at area marked in blue)



Traffic Impact

Traffic impact by this project will be minimal or potentially a net reduction in trucks operating on public roads. Historically, RMC operators send their dump trucks to a quarry site to pick up crushed granite products, then return with the stone to the RMC plant. Concrete mixer trucks will then be loaded with RMC product and delivered to various job locations within the market. With this project, the RMC operator's dump trucks will get loaded with stone and transport the material back to the plant site without ever accessing a public road. The concrete mixer trucks will still deliver RMC product to various job sites, but the dump truck hauling will be confined to the internal roads of the Gainesville Quarry. No traffic study is required.

Noise, Dust, Light

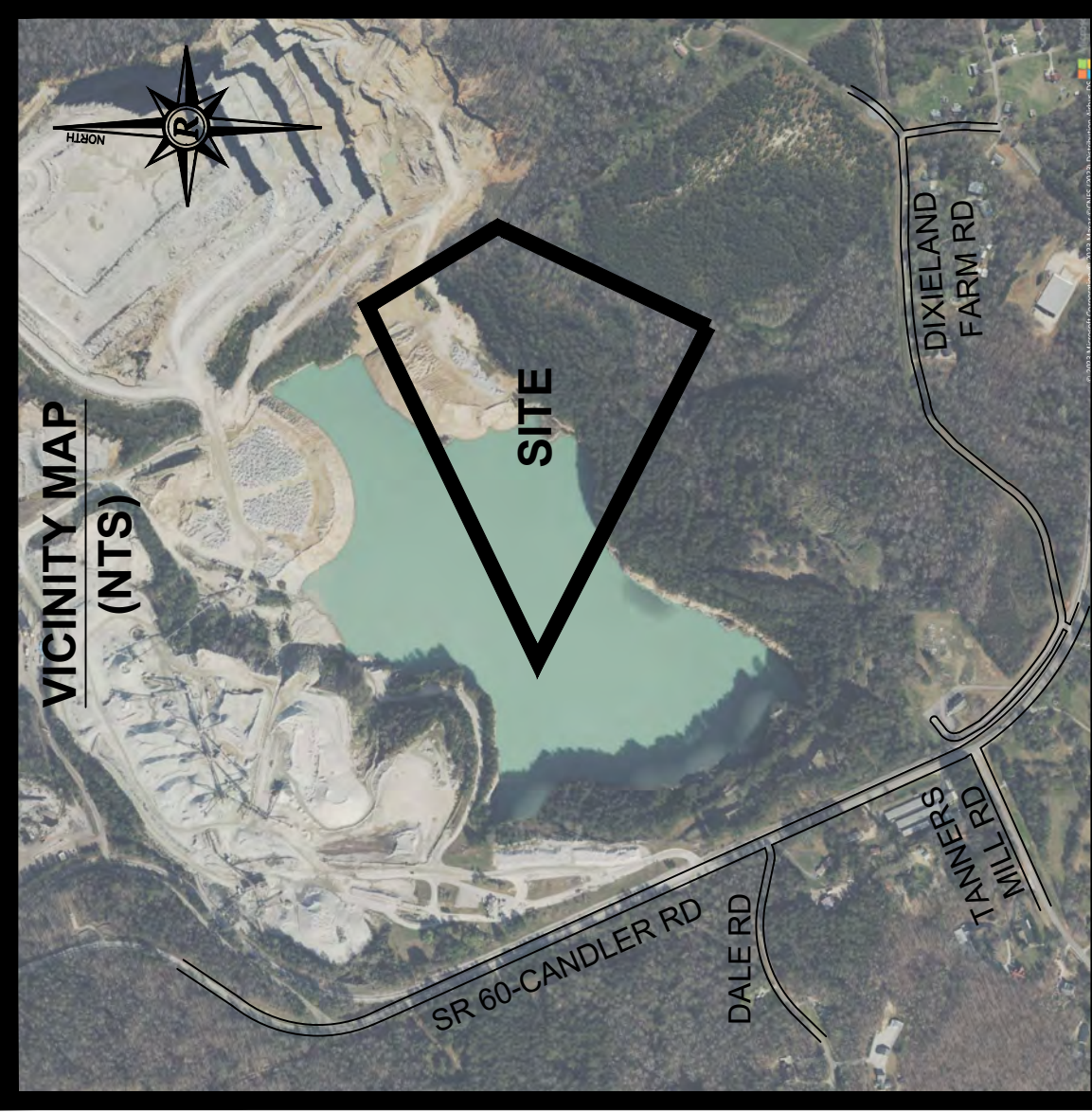
Due to the location of the proposed operation (deep into the interior of the Quarry site in a low area buffered by mature trees), noise and light from the proposed operation will not leave the quarry property, and dust will be controlled by dust suppression systems within the RMC plant and water truck spraying of the access road.

Hours of Operation

Operations may occur on a 24/7 basis. This is due to the potential for GADOT infrastructure projects that require night work. This will only be performed on an "as needed" basis.

Conceptual Site Plan

The development of the RMC site shall generally occur as depicted by the Conceptual Site Plan (the "Plan") attached as exhibit "A". The plan is considered conceptual in nature, and as such may require modifications during the engineering and development process. Modifications to the locations and arrangement of buildings, roads, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer or End User, so long as such modifications do not change the land use, increase the overall density of the project or reduce any established exterior buffers or setbacks. Design flexibility to work within these parameters is requested.

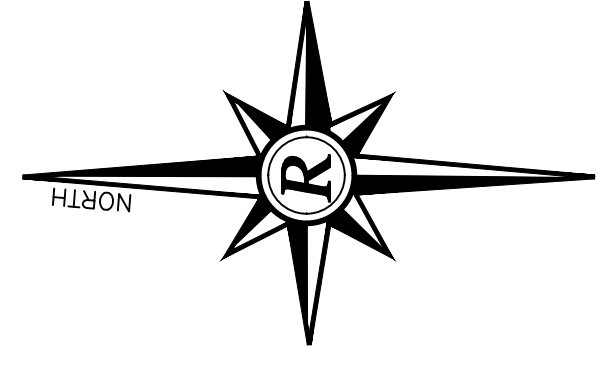


CONCEPT IS DRAWN FROM GIS DATA. PARCEL AREAS, BOUNDARIES, FLOOD PLAIN, STREAM LINES, AND STREAM BUFFERS ARE SUBJECT TO CHANGE.

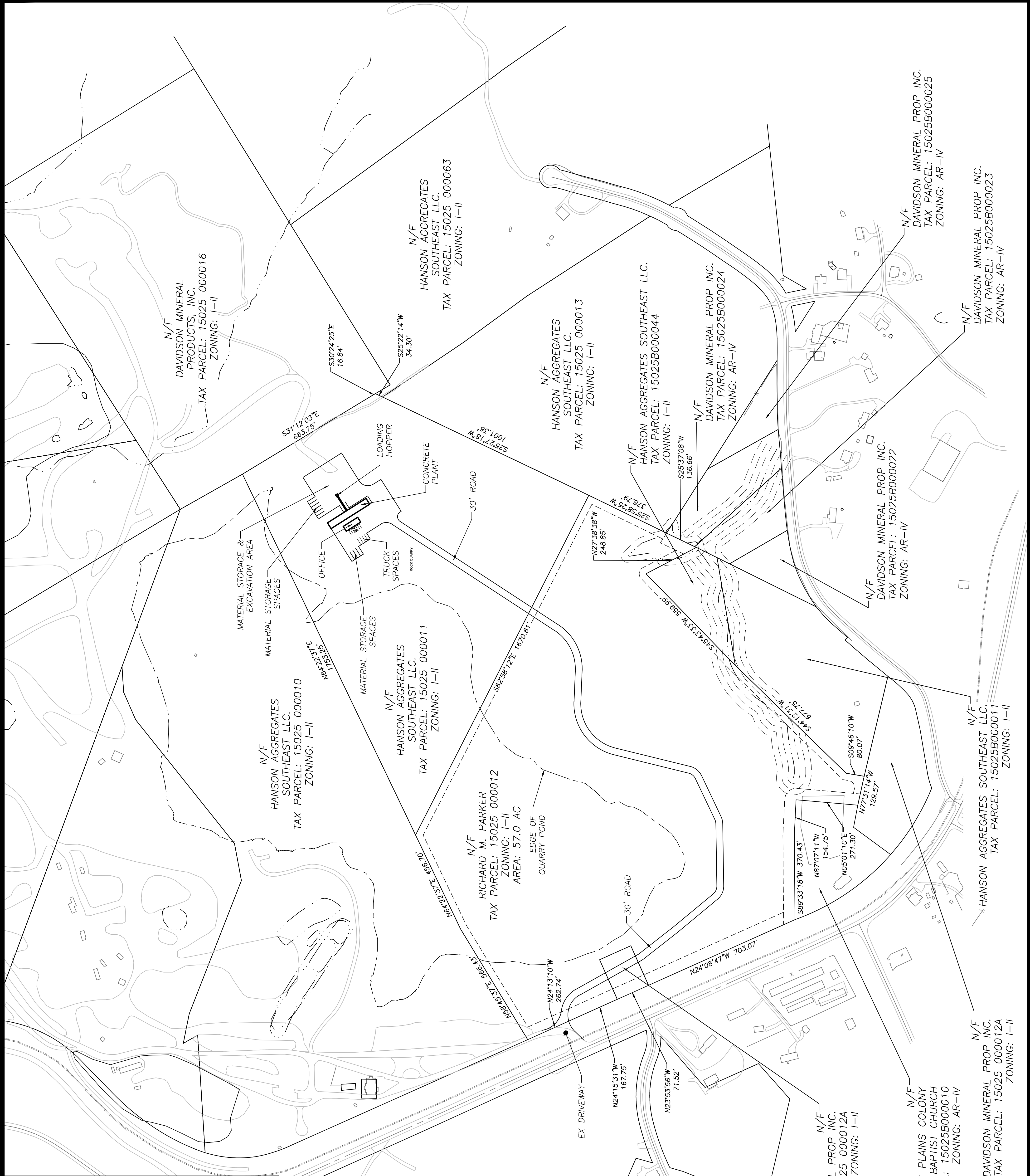
EXISTING ZONING: I-II
PROPOSED ZONING: CONDITIONAL USE

APPLICANT:
NAME: STEVE GILLIAM
SMITH, GILLIAM, WILLIAMS, & MILES
ADDRESS: 340 JESSE JEWELL
PARKWAY, SUITE 300
GAINESVILLE, GA 30501
PHONE: (770) 536-3381

OWNER:
HEIDELBERG MATERIALS
3237 SATELLITE BLVD,
BLDG 300
DULUTH, GA, 30096



NO PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD ZONE AS PER F.E.M.A. FLOOD INSURANCE RATE MAP OF HALL COUNTY, GEORGIA COMMUNITY PANEL NUMBER 13139C0310G, DATED 12/01/2022.

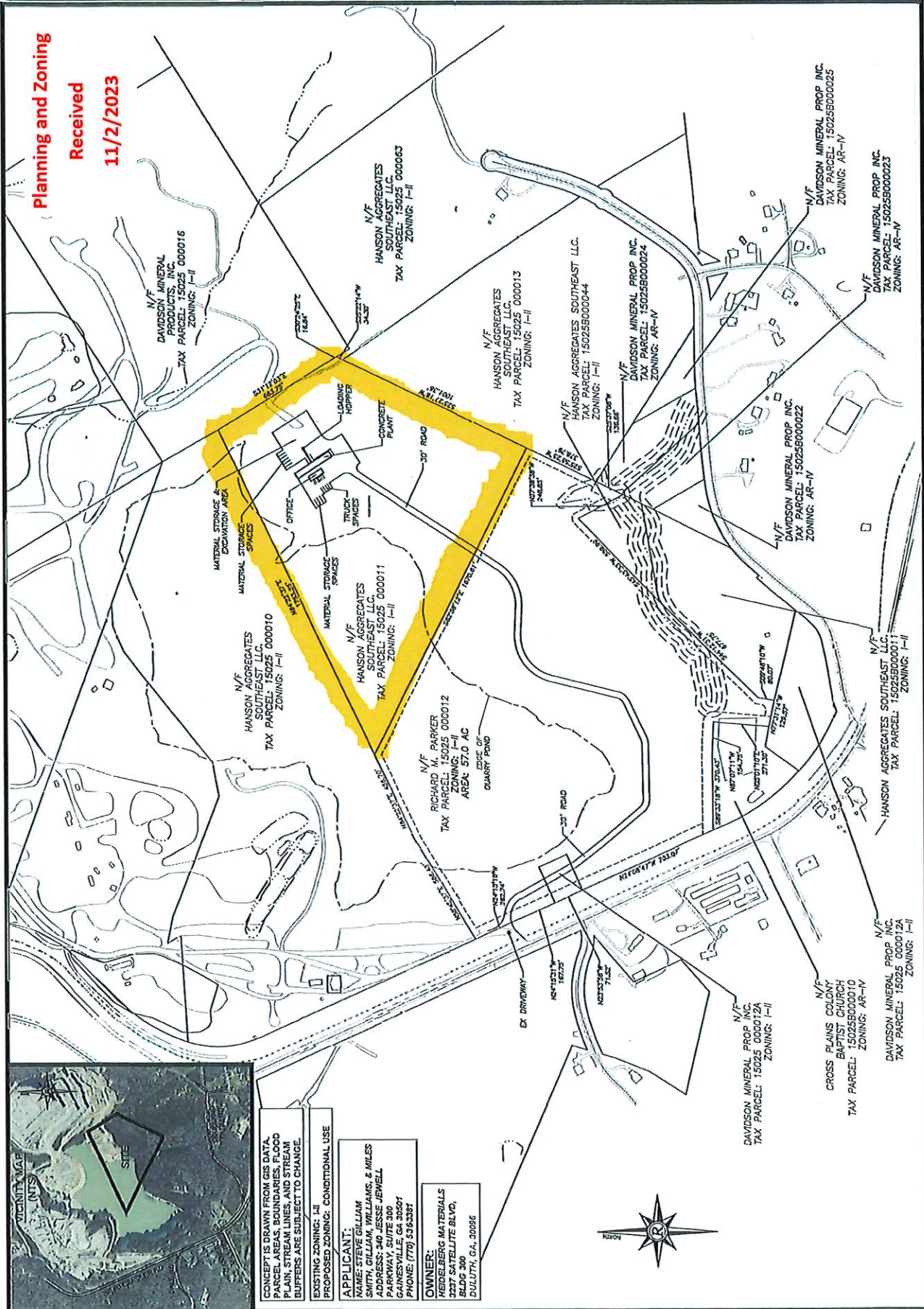


| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
| | | |
| | | |
| | | |

GRAPHIC SCALE
1" = 200'
400'

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE WRITTEN APPROVAL OF ROCHESTER DCCM VIOLATES THE SEAL SHOWN HEREON AND AN UNLAWFUL ASSOCIATION WITH THIS PROJECT. ORIGINAL DRAWINGS ARE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES.

Planning and Zoning
Received
11/2/2023



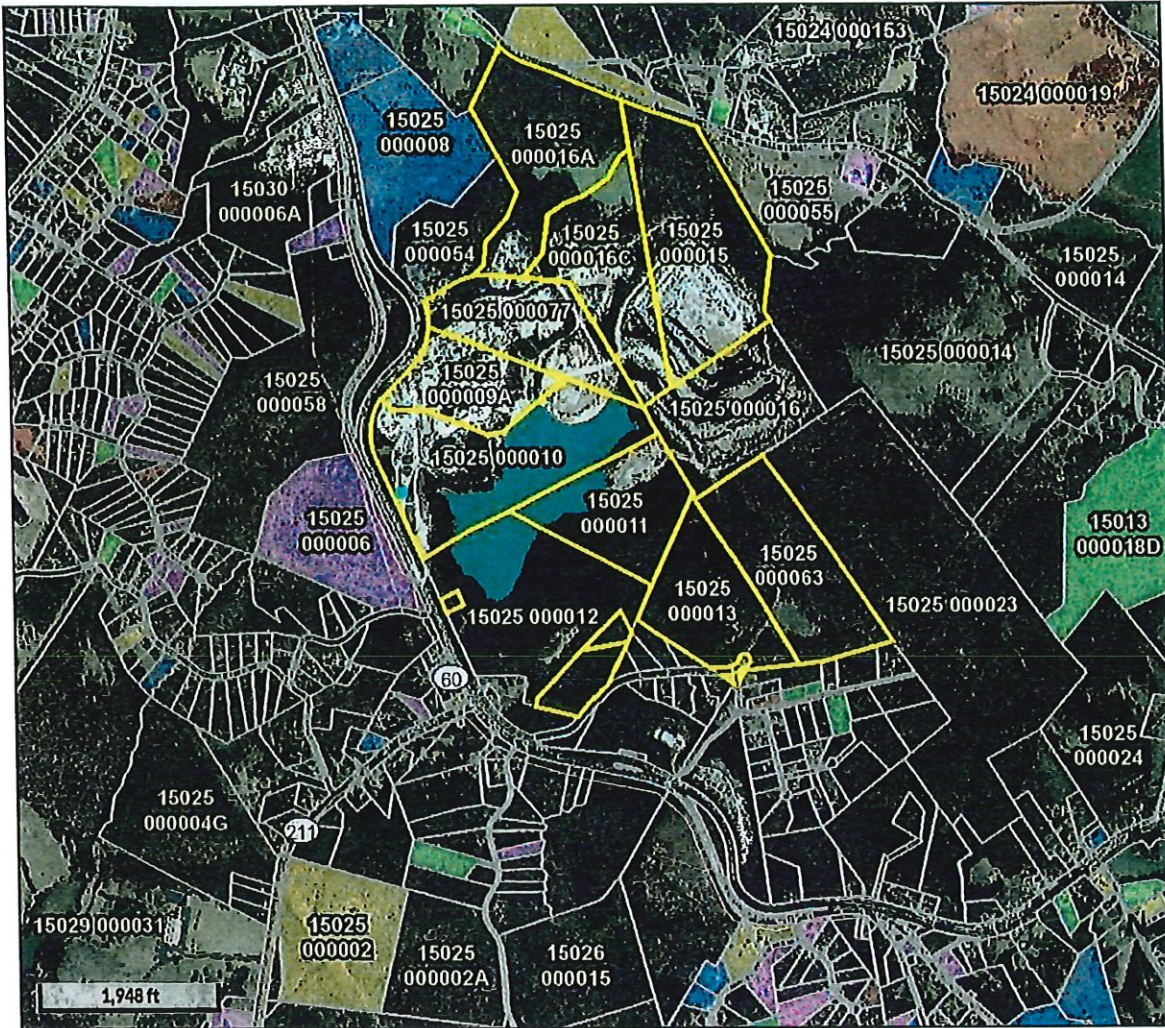
CONCEPT IS DRAWN FROM GIS DATA. PARCEL AREAS, BOUNDARIES, FLOOD PLAIN, STREAM LINES, AND STREAM BUFFERS ARE SUBJECT TO CHANGE.

EXISTING ZONING: LI
 PROPOSED ZONING: CONDITIONAL USE

APPLICANT:
 NAME: STEVE GILLIAM
 SMITH, GILLIAM, WILLIAMS, & MILES
 ADDRESS: 340 JESSE JEWELL
 PARKWAY, SUITE 300
 GAINESVILLE, GA 30607
 PHONE: (770) 538-8391

OWNER:
 HEIDELBERG MATERIALS
 2227 SATELLITE BLVD,
 BLDG 300
 DULUTH, GA, 30096





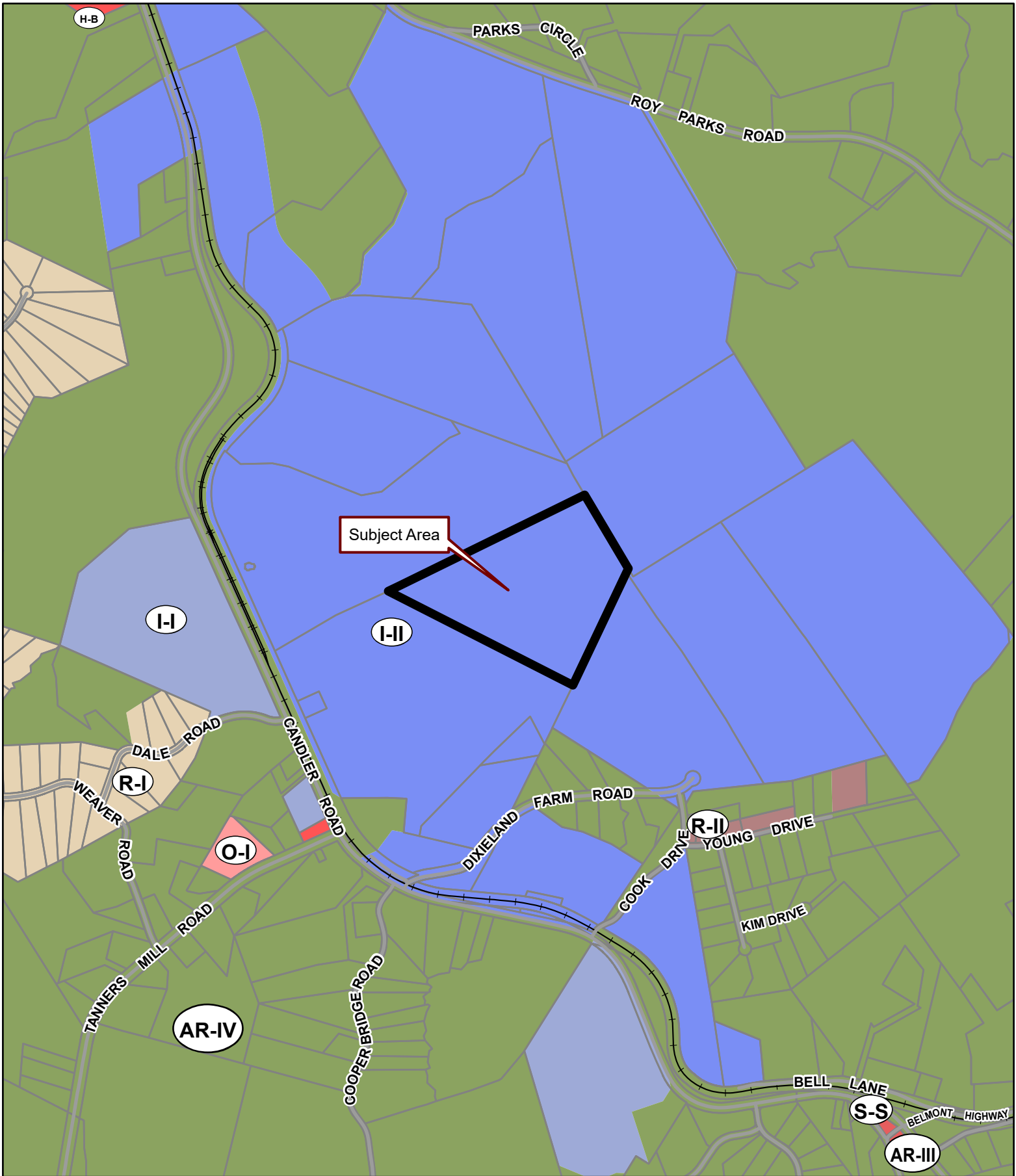
- Legend**
- Parcels
 - Address Numbers
 - Qualified Sales**
 - 2018
 - 2019
 - 2020
 - 2021
 - 2022
 - Roads
 - Cities**
 - BRASELTON
 - BUFORD
 - CLERMONT
 - FLOWERY BRANC
 - GAINESVILLE
 - GILLSVILLE
 - LULA
 - OAKWOOD
 - RESTHAVEN

| | | | | | | | |
|-----------------|----------------|------------------|----------------------------------|--------------|-------|--------|------|
| Parcel ID | 15025 000010AX | Owner | HANSON AGGREGATES SOUTHEAST, LLC | Last 2 Sales | | | |
| Class Code | Residential | | c/o MARVIN F POER & CO. -SPS RE | Date | Price | Reason | Qual |
| Taxing District | COUNTY | | 3520 PIEDMONT ROAD | n/a | 0 | n/a | n/a |
| Acres | 0.08 | | SUITE 410 | n/a | 0 | n/a | n/a |
| | | | ATLANTA, GA 30305 | | | | |
| | | Physical Address | 2925 CANDLER RD | | | | |
| | | Assessed Value | Value \$233300 | | | | |

(Note: Not to be used on legal documents)

Date created: 1/30/2023
 Last Data Uploaded: 1/27/2023 10:54:19 PM

Developed by Schneider
 GEOSPATIAL



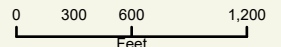
Applicant: STEVE GILLIAM

Tax Parcel #: 15025 000011

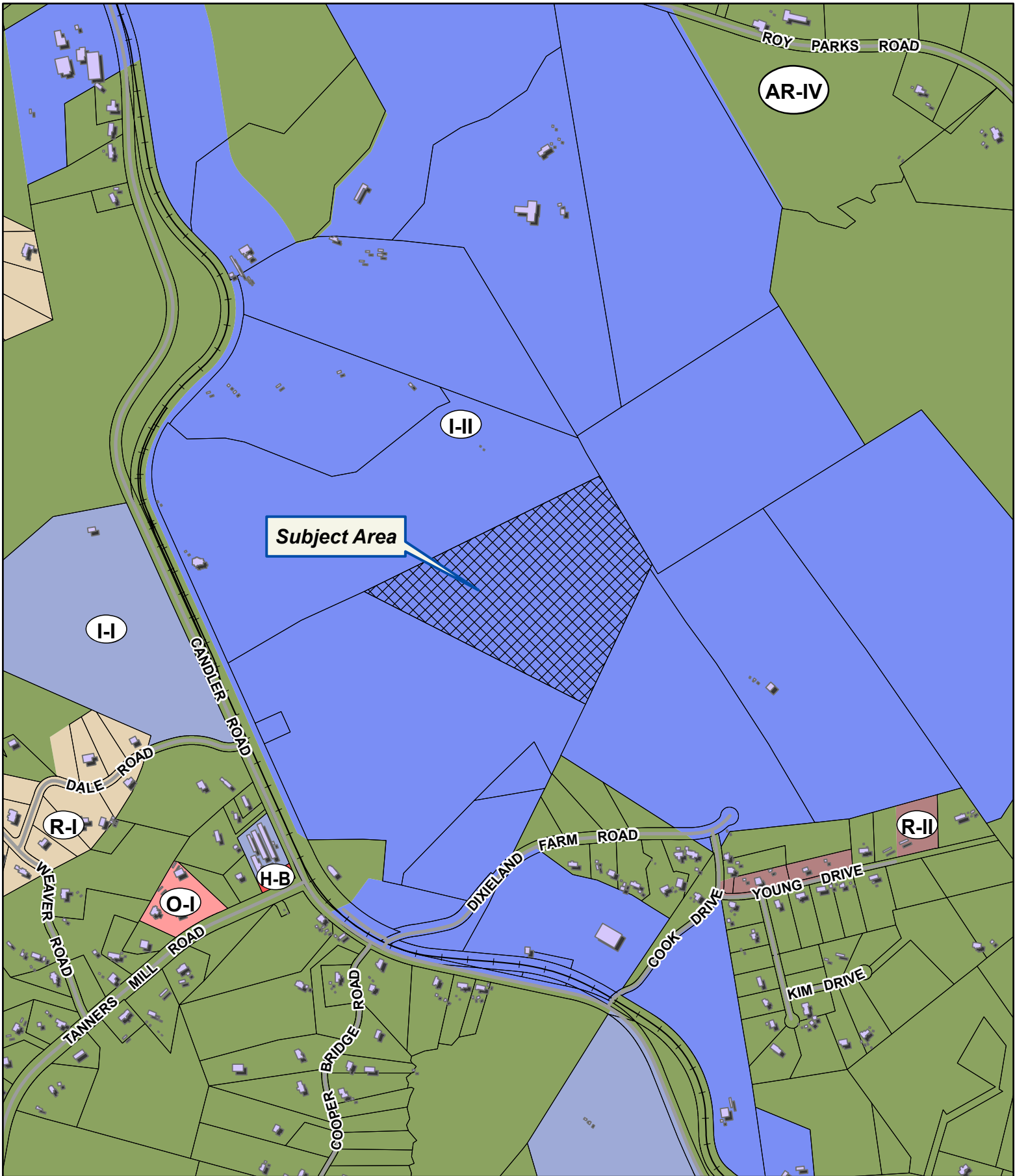
Location: 2955 CANDLER ROAD, GAINESVILLE, GA 30507

Commission District 3

PC Mtg. Date: 01/02/24



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



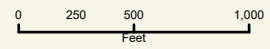
Applicant: STEVE GILLIAM

Tax Parcel #: 15025 000011

Location: 2955 CANDLER ROAD, GAINESVILLE, GA 30507

Commission District 3

PC Mtg. Date: 01/02/24



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





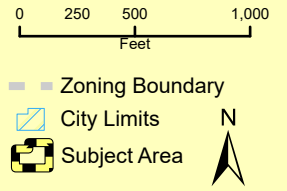
Applicant: STEVE GILLIAM

Tax Parcel #: 15025 000011

Location: 2955 CANDLER ROAD, GAINESVILLE, GA 30507

Commission District 3

PC Mtg. Date: 01/02/24





SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com

Phone: 770.536.3381

Fax: 770.531.1481

Mailing Address: P.O. Box 1098
Gainesville, GA 30503

Lease Agreement

Dated November 29, 1971

Between W.E. Parker and Annie L. Parker and Gainesville Stone Company, Inc.

Recorded in Deed Book 473 pages 224-235

And First Amendment to Lease Agreement September 23, 1980

And recorded in Deed Book 726 pages 337-339,

Hall County Georgia Deed Records

Street Address:

Smith Gilliam Williams & Miles, P.A.
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

In Your **Community.** In Your **Corner.**

GEORGIA, HALL COUNTY

AGREEMENT

THIS AGREEMENT made and entered into this 29th day of November, 1971, by and between W. E. PARKER and ANNIE L. PARKER, his Wife, of Hall County, Georgia (hereafter referred to as "Lessors") and GAINESVILLE STONE COMPANY, INC., a Georgia corporation, (hereafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of certain tracts of land in Hall County, Georgia, the legal description of which is attached hereto, marked Exhibit "A" and made a part hereof, and

WHEREAS, Lessors are desirous of leasing the properties described in Exhibit "A" hereof to Lessee, and

WHEREAS, Lessee is desirous of leasing the aforesaid properties from Lessors;

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable considerations, it is agreed as follows:

ONE

Lessors have demised and leased, and by these presents do hereby demise and lease unto Lessee, for a term of twenty (20) years, beginning the 29th day of November, 1971, and expiring the 28th day of November, 1991, or so long as either Lessor is living, whichever is longer, the tracts or parcels of land described in Exhibit "A" hereof, together with the exclusive right to mine, quarry, strip, and remove rock, stone and granite from said described properties at all times during the term of this lease, and in accordance with the provisions thereof.

TWO

Lessor sell, assign, grant, convey and set over to Lessee the exclusive title to all rock, stone and granite located upon the described properties, as and when same is extracted from the premises, until the termination of this lease in accordance with the provisions thereof, but upon the final termination of this agreement, such portion of said property as remains a part of the demised premises shall revert to Lessors.

THREE

Lessee covenants and agrees to pay Lessors as rent or royalty on all rock, stone and granite obtained from said lands and actually removed from the demised premises, which shall be payable monthly not later than the twentieth day of the month following the month during which the rock, stone, and granite are actually removed from the demised premises,

a total sum of five cents per ton for stone used or sold as aggregate, crushed stone, sand, rubble or rip rap;

Any rock or material such as, for instance, that known as "sap rock" from which Lessee obtains no consideration or other remuneration from any person, firm or corporation, shall not be considered as stone and shall not carry any royalty right to Lessors; however, in the event of the sale or removal from property of any "sap rock" by Lessee, Lessee shall pay Lessors such royalties upon same as is agreed upon prior to said sale or removal.

FOUR

In any event, Lessee guarantees a minimum royalty payment to Lessors of FOUR HUNDRED (\$400.00) DOLLARS per month, payable not later than the tenth (10th) day of each month. In this event this lease begins on any day other than the first day of the month, the aforesaid minimum royalty shall be pro-rated for such first month.

FIVE

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The Lessee agrees that it will, on or before the thirtieth day of each calendar month, furnish Lessors a report of all materials shipped from the demised premises during the preceding month, and covenants and agrees to afford Lessors and/or his agents all reasonable opportunities to check the Lessee's operations conducted hereunder by examining the operations and such records as may be reasonably necessary for said Lessors to determine the amount of such material so removed.

SIX

After the death of both Lessors, or after November 28th, 1991, whichever last occurs, Lessee may at any time thereafter terminate this lease whenever it, in its sole discretion, deems commercial operations upon the demised premises to be undesirable or impractical by mailing, by either certified or registered mail, written notice to Lessors at least six months in advance of said termination date, said notice to be mailed to Lessors' last known address as determined from the books and records of Lessee. The mailing of such notice shall immediately start the running of such six month period, and upon the expiration of said six months, this lease shall immediately terminate and all obligations of Lessee to pay rent or royalties thereafter accruing shall also terminate. It is mutually agreed and understood that the Lessee, and only the Lessee, shall be entitled to exercise the privilege of terminating this lease in the aforesaid manner, and that Lessors shall have no such right or privilege, except for non-payment of the royalties due hereunder, or other willful violation of the terms of this agreement.

SEVEN

Lessors covenant and agree:

- (a) That all machinery, building, and other structures placed upon said lands by Lessee may be removed in their entirety from the leased

premises by Lessee at Lessee's expense at any time during or within six (6) months after the termination of this lease.

(b) That Lessee shall have the right and privilege, at all times during the term of this lease, to enter upon, prospect, dynamite, blast, drill holes, and work said mineral and quarrying interests, and mine and quarry said described lands, including stripping the same, removing overburden, and depositing the same upon any part of said described property without liability to Lessors for said operations. Lessee shall have no obligation to leave any support for overlying strata or to fill in or level any pits, mines, or holes, but Lessee, at its option, may fill in or level any pits, mines or holes so long as Lessee is paying the royalties due hereunder. Upon termination of this lease, Lessee shall comply with the then governing statutes of the State of Georgia that apply to closing or abandoning mined properties.

(c) That Lessee shall have the right and privilege of using such part or parts of said described lands as Lessee may consider necessary for the purpose of establishing a rock crushing plant and building such sheds or houses and installing such other machinery and implements thereon as Lessee may require or consider useful and shall have the right to use such part of said described lands for roads, railways and tramways whenever Lessee shall consider the same desirable or advantageous.

(d) It is agreed that the Lessors shall not be liable in any respect or in any manner for any damages or negligent acts committed on the property by the Lessee, its agents, servants, employees or assigns, or by anyone acting for and in its behalf; and the said Lessee hereby agrees to indemnify and hold harmless the said Lessors for any actions or legal proceedings taken against him by reason of any act or actions performed on the property by Lessee or its assigns. The Lessee shall not be liable to Lessor for injuries or damages to the described property by reason of the rights and privileges herein granted to the Lessee, except for damages to the improvements located on the property described in Exhibit "B" caused by the actions of Lessee.

EIGHT

The Lessee shall have the right and authority to establish, install, and maintain public utilities, electric lines, water mains, oil or gas lines, on said described properties as may be required or desired by Lessee in conducting its operation upon the described property; however, all expenses in connection with said utilities, their establishment, installation, and maintenance, shall be borne by the said Lessee.

NINE

Lessors agree that Lessee may use any water obtainable from said premises from streams, springs, or wells for mining, processing or transporting said rock and stone; Lessee may also construct or build any holding pond upon the premises at Lessee's option for use in washing and processing of said rock, stone and granite.

TEN

It is agreed by the parties hereto that if and when the Lessee is in default of payment of any rentals and/or royalties due hereunder, Lessors may give to the Lessee written notice of the amount due and his intention to terminate this lease. If such rentals, and/or royalties then due, are not paid within thirty (30) days from the date Lessors give such notice, the Lessors may then declare this lease terminated, but otherwise, this lease is to remain in full force.

ELEVEN

Lessee shall promptly pay all ad valorem taxes or other assessments made or levied against all machinery, equipment or improvements placed on the demised premises as well as all increase in same against the demised premises over the amount of same assessed for the year 1970.

TWELVE

Lessors covenant and agree that they are the sole owners and have good and merchantable title to the demised premises (except as set forth in Exhibit "B") and covenant to defend title to said properties against the

claims of all persons whomsoever during the term of this agreement and agree that if at any time Lessors should fail to pay any after acquired mortgage, loan deed, taxes or other lien or assessment upon the demised premises, Lessee shall have the right at any time to pay such lien or other charge and that such payment shall subrogate Lessee to the rights of the holder thereof. Lessors further agree that all such payments so made by Lessee may be deducted by it from any royalty thereafter payable by Lessee to Lessors under the provisions of this agreement. Lessors further warrant that Lessee shall have peaceable and quiet possession, use and enjoyment of said premises and said rock and stone deposits thereon. 279

THIRTEEN

In the event that Lessee is prohibited for any reason by any Federal, State, County or Municipal ruling or ordinance, or court proceedings, from mining or quarrying said leased property, then Lessee, at its option, may thereupon terminate and cancel this lease upon giving Lessors thirty (30) days notice that it is so prevented. Lessee, however, covenants and agrees to use reasonably diligent efforts to obtain proper permission to mine and quarry said leased premises prior to the termination of this lease on this ground.

FOURTEEN

Lessee has paid to Lessor the sum of Four Hundred Thirteen and 33/100 (\$413.33), cash, the receipt and sufficiency of which is hereby acknowledged by Lessors as payment for the first full month hereof of the minimum royalties due Lessor under paragraph Four hereof as well as any pro-rated amount due for the period prior to the first full month.

FIFTEEN

230

The Lessee is granted the option to renew this lease for four (4) additional terms of twenty (20) years each, upon the same terms and conditions, provided Lessee notifies Lessors in writing by certified or registered mail of its intention to renew same not less than twelve (12) ²³⁰ months prior to the expiration of the term hereof for the first twenty (20) year renewal period and not less than twelve (12) months prior to the expiration of each additional renewal periods.

SIXTEEN

Lessee, at its option, may within sixty (60) days from the date hereof, examine the title of Lessors to the demised premises, as well as examine the zoning and restrictions pertaining to same, and in the event such examinations disclose that Lessor's title is defective or that the zoning or private or public restrictions prevent Lessee from using the demised property for the quarrying of granite, Lessee shall have the option to treat this lease null and void, and Lessors shall promptly repay Lessee the sums paid Lessor as monthly royalties. However, Lessee shall notify Lessors of its objections to the said title, zoning or restrictions within said sixty (60) days and allow Lessors a reasonable time in which to cure such objections before Lessee exercises its option to void this lease.

SEVENTEEN

It is understood that Lessors have the right to use that portion of the demised property (including all improvements thereon) as described in Exhibit "C", attached hereto and made a part hereof, so long as either occupy same as their home. It is further understood that Lessors shall have the right to any of the demised properties for general farming purposes so long as such use does not then interfere with the use of the demised premises by Lessee.

EIGHTEEN

Lessee agrees during any calendar year to advance Lessors one-half (1/2) of the minimum royalties due Lessors during such calendar year, without charge or interest upon Lessors notifying Lessee of their desire to have such advance. Lessee shall credit one-half of the remaining minimum royalties due for such calendar year to the repayment of such advance until same has been paid in full. 25

NINETEEN

In the event Lessors desire to sell the demised premises, or receive a bona fide written offer from a third party desiring to purchase same upon such terms and conditions which Lessors are then willing to accept, then Lessors shall so notify Lessee of their desire to sell, which notice shall set forth the terms of such sale, or in the event of receipt of the aforesaid offer, furnish Lessee with a copy thereof, and Lessee shall then have thirty (30) days in which to accept Lessors' offer to sell, or to purchase same upon the same terms and conditions of such third party's offer.

TWENTY

The word "Lessors" whenever used herein shall include Lessors, their heirs, administrators and assigns; and the word "Lessee" whenever used herein shall include Lessee, its successors and assigns.

TWENTY-ONE

This written agreement contains the entire and complete agreements between the parties hereto and no representations, modifications, promises or inducements shall be binding on either party unless contained herein or reduced to writing and signed by all parties hereto.

232

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written.

Signed, sealed and delivered in the presence of:

Mattie S. Head

W. E. Parker
W. E. PARKER

232

Rae Anderson
Notary Public, Hall County, Ga.

Annie L. Parker
ANNIE L. PARKER

Signed, sealed and delivered in the presence of:

Mattie S. Head

GAINESVILLE STONE COMPANY, INC.

Rae Anderson
Notary Public, Hall County, Ga.

BY G. L. W. Hale, V.P.
ATTEST Clayton P. Secor, Jr.
Asst. Sec.

Georgia, Hall County, Clerk Superior Court
Filed in office, this 17 day of Feb'y.
10 12:15 P. Recorded in Book 473
Page 229-3 this 18 day of Feb'y. 1912
H. Grady Watson
H. GRADY WATSON, Clerk

Exhibit "A"

All that tract or parcel of land lying and being in Candler G. M. D. 1385, Hall County, Georgia, and more particularly described as follows:

Beginning at a point on the center line of the tracks of the Seaboard Coast Line Railroad tracks located at a right angle from said center line and Mile Post 32 of said railroad, running north 23 degrees 52 minutes west, and along the center line of said railroad tracks, 298 feet to an iron pin; thence north 60 degrees 05 minutes east 665.6 feet to an iron pin; thence north 65 degrees 42 minutes east 463 feet to an iron pin; thence south 63 degrees 06 minutes east 1,650.00 feet to an iron pin; thence south 25 degrees 55 minutes west 524 feet to a point; thence north 28 degrees 15 minutes west 250 feet to a poplar tree; thence south 45 degrees 30 minutes west 395 feet to an iron pin; thence south 44 degrees 12 minutes west 165 feet to an iron pin; thence north 79 degrees 47 minutes east 479 feet to a point; thence south 25 degrees 55 minutes west 586.6 feet to a point in the center line of Dixie Farm Road; thence south 39 degrees 56 minutes west, and along the center line of said road, 283.6 feet to a point; thence south 39 degrees 56 minutes west and along the center line of said road, 9.5 feet to a point; thence north 77 degrees 30 minutes west 522 feet to an iron pin; thence north 77 degrees 15 minutes west 129.5 feet to an iron pin; thence north 5 degrees 16 minutes east 272 feet to an iron pin; thence south 89 degrees 13 minutes west 635.1 feet to a point in the center line of the aforesaid railroad tracks; thence north 23 degrees 52 minutes west, and along the center line of said railroad tracks, 657.2 feet to a point; thence north 66 degrees 08 minutes east 290 feet to an iron pin; thence north 23 degrees 52 minutes west 150 feet to an iron pin; thence south 66 degrees 08 minutes west 290 feet to an iron pin in the center line of said railroad tracks; thence north 23 degrees 52 minutes west and along the center line of said railroad tracks, 132.4 feet to the point of beginning.

533

234

Exhibit "B"

All that tract or parcel of land lying and being in Candler G. M. D., 1385, Hall County, Georgia, and more particularly described as follows:

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TO FIND THE POINT OF BEGINNING, commence at a point in the center line of the Seaboard Coast Line Railroad tracks, which point is at a right angle from said center line and Mile Post 32 and run thence south 23 degrees 52 minutes east, and along said center line, 939.6 feet to a point; run thence north 89 degrees 13 minutes east 635.1 feet to an iron pin; run thence north 89 degrees 13 minutes east 156 feet to an iron pin; run thence south 5 degrees 16 minutes west 272 feet to an iron pin; run thence north 77 degrees 15 minutes east 129.5 feet to an iron pin which is the POINT OF BEGINNING; From said Point of Beginning run thence south 77 degrees 30 minutes east 522 feet to a point in the center line of Dixie Farm Road; run thence north 39 degrees 56 minutes east, and along the center line of said road, 9.5 feet to a point; run thence north 39 degrees 56 minutes east, and along the center line of said road, 283.6 feet; run thence north 25 degrees 55 minutes east 586.6 feet to a point; run thence south 79 degrees 47 minutes west 479 feet to an iron pin; run thence south 44 degrees 12 minutes west 668.3 feet to an iron pin; run thence south 9 degrees 15 minutes west 80.8 feet to an iron pin and the Point of Beginning.

Exhibit "C"

All that tract or parcel of land lying and being in Candler G. M. D. 1385, Hall County, Georgia, and more particularly described as follows:

Commencing at a point on the center line of the Seaboard Coast Line Railroad tracks, which point is south 23 degrees 52 minutes east 282.4 feet from a point in the center line of said tracks and at a right angle from said center line to Mile Post 32, thence south 23 degrees 52 minutes east, and along said center line, 657.2 feet to a point; thence north 89 degrees 13 minutes east 635.1 feet to a point; thence north 23 degrees 52 minutes west 846 feet to an iron pin; thence south 66 degrees 08 minutes west 150 feet to an iron pin; thence south 66 degrees 08 minutes west 290 feet to the Point of Beginning.

7.35

FIRST AMENDMENT TO LEASE AGREEMENT

This Agreement, made and entered into this the 23rd day of September, 1980, by and between W. E. PARKER and ANNIE L. PARKER, husband and wife, of Hall County, Georgia, (hereinafter referred to as "Lessors") and GAINESVILLE STONE COMPANY, INC., a Georgia corporation with offices in Gainesville, Georgia, (hereinafter referred to as "Lessee").

W I T N E S S E T H :

WHEREAS, the parties hereto executed a certain Lease Agreement dated November 29, 1971 (the "Lease Agreement") whereunder Lessors lease to Lessee certain property in Candler G.M.D. 1365, Hall County, Georgia, the legal description of which property is attached to said Lease Agreement, and

WHEREAS, the parties hereto desire to amend the Lease Agreement as provided herein;

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants herein contained, and intending to be legally bound, the parties hereto agree as follows:

1. Upon execution of this Amendment, Lessee shall pay to Lessors the sum of Forty-Nine Thousand (\$49,000) Dollars, which amount shall constitute prepaid royalties in accordance with the terms of the Lease Agreement, as amended herein.

2. Paragraph "FOUR" of the Lease Agreement shall be deleted in its entirety and the following language inserted in place thereof:

"FOUR

In the event that the earned royalties, if any, payable by Lessee to Lessors pursuant to Paragraph THREE hereof shall not equal, in any month during the term of this Lease Agreement, the sum of One Thousand (\$1,000) Dollars, Lessee shall pay with respect to such month to Lessors an additional

amount equal to the difference between such amount, if any, of earned royalties and One Thousand (\$1,000) Dollars, such payment to constitute prepaid royalties. In addition, the sum of Forty-Nine Thousand (\$49,000) Dollars paid by Lessee to Lessors upon execution of the First Amendment to this Lease Agreement shall constitute prepaid royalties. Such prepaid royalties shall be aggregated and shall be creditable by Lessee to reduce, dollar for dollar, earned royalties otherwise payable by Lessee to Lessors under Paragraph THREE hereof, provided that such payment shall not be reduced below One Thousand (\$1,000) Dollars per month. No earned royalties in excess of One Thousand (\$1,000) Dollars per month shall be payable by Lessee to Lessors under Paragraph THREE so long as there exist any prepaid royalties available to reduce such earned royalties."

3. Paragraph "SEVENTEEN" of the Lease Agreement shall be deleted in its entirety and the following inserted in lieu thereof:

"SEVENTEEN

It is understood that W. E. and Annie L. Parker, or either of them, shall have the personal, non-assignable right during their lifetime to use that portion of the demised property as described in Exhibit C, attached hereto and made a part hereof, for farming purposes so long as such use does not interfere with the use by Lessee of the property for mining and related purposes. Any such use of the property by W. E. or Annie L. Parker shall be solely at their own risk, and each of them do hereby, for themselves and their heirs, administrators and assigns, release Lessee from all costs and liability which may arise in connection with the use by W. E. and Annie L. Parker of the property and do hereby indemnify

Lessee against any such costs and liability, including costs of defense relating thereto. Such right accorded in this paragraph SEVENTEEN to W. E. and Annie L. Parker shall not pass to their heirs, administrators or assigns."

4. Upon execution of this First Amendment to Lease Agreement, the property described in Exhibit C to the Lease Agreement shall be deemed included within the property leased by Lessors to Lessee for all purposes and without special restriction on use thereof by Lessee.

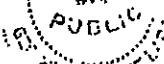
5. Except as expressly herein amended, the Lease Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written.

Signed, sealed and delivered in the presence of:

Harold T. Charley

Barbara Holcomb
Notary Public,
State of Georgia



Signed, sealed and delivered in the presence of:

John W. Baker

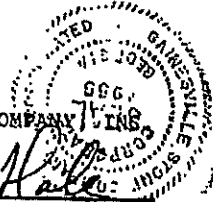
John P. Cameron
Notary Public,
State of Georgia



W. E. Parker
W. E. PARKER

Annie L. Parker
ANNIE L. PARKER

BY: John W. Baker



Attest: Doc S. Harris

Georgia, Hall County, Clerk Superior Court
Filed in office this 14 day of October
1986, 9:00 AM Recorded in Book... 726
Page 333, 15 day of October, 1986.
Attest: H. Grady Watson
H. GRADY WATSON, Clerk

Mail: King + Spalding
2500 Trust Co. Tower
Atl, Ga. 30303

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CANDLER MILITIA DISTRICT (1385), HALL COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 41°42'13" WEST, A DISTANCE OF 1198.36 FEET FROM THE CENTERLINE INTERSECTION OF DIXIELAND FARM ROAD AND COOK DRIVE; THENCE ALONG THE PROPERTY OF NOW OR FORMERLY RICHARD M. PARKER NORTH 63°06'00 WEST, A DISTANCE OF 1650.00 FEET TO A POINT; THENCE ALONG THE PROPERTY OF NOW OR FORMERLY HANSON AGGREGATES SOUTHEAST, LLC NORTH 65°42'00" EAST, A DISTANCE OF 1746.95 FEET TO A POINT; THENCE ALONG THE PROPERTY OF NOW OR FORMERLY DAVIDSON MINERAL PRODUCTS, INC. SOUTH 29°29'54" EAST, A DISTANCE OF 679.36 FEET TO A POINT; THENCE ALONG THE PROPERTY OF NOW OR FORMERLY HANSON AGGREGATES SOUTHEAST, INC. SOUTH 64°09'07" WEST, A DISTANCE OF 17.70 FEET TO A POINT; THENCE ALONG THE PROPERTY OF NOW OR FORMERLY HANSON AGGREGATES SOUTHEAST, LLC SOUTH 26°53'12" WEST, A DISTANCE OF 971.41 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT CONTAINS 32.112 ACRES

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Tuesday, November 28, 2023 9:11 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Cc: Katie L. Greenway (CDI: Planning); Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 1.2.24

Please find Environmental Health comments below:

Item 1, 3428 Cagle Road, Bishop: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 3806 Chestatee Road, Kennedy: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. This plat is currently under review by the Hall County Plat Review Team and Environmental Health can approve the subdivision plat as currently proposed. Any reconfigurations of currently submitted plat due to other county department requirements will require further review; additional requirements/fees may apply and approval of changes/reconfigurations is not implied.

Item 3, 4732 Cool Springs Road, Palmer: 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. HPLT23-0245 has been created by the applicant; however, they have not submitted the plat for the Hall County Plat Review Team to review as of this date. The applicant was contacted on 11.17.23 to submit the plat for review in HPLT23-0245.

Item 4, 3922 Green Drive, Poole: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. This plat is currently under review by the Hall County Plat Review Team and Environmental Health can approve the subdivision plat of Lot 5 into 3 parcels as currently proposed. Any reconfigurations of currently submitted plat due to other county department requirements will require further review; additional requirements/fees may apply and approval of changes/reconfigurations is not implied.

Item 5, 5348 Channel Drive, Ratcliffe: 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. This plat is currently under review by the Hall County Plat Review Team and Environmental Health contacted the owner on May 5, 2023 concerning requirements to further process the plat for review.

Item 6, 6512 Misty Harbor Court: 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. This plat is currently under review by the Hall County Plat Review Team and Environmental Health contacted the applicant/surveyor on September 20, 2023 concerning requirements to further process the plat for review.

Item 7, 2955 Candler Road, Gilliam: 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 (phone)

emcgahee@hallcounty.org

<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)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Monday, December 4, 2023 11:44 AM
To: Anael Dominguez (CDI: Planning)
Subject: RE: Tentative Planning Agenda for January 2, 2024

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.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Monday, December 4, 2023 11:20 AM
To: Chavers, Veronica E <VChavers@dot.ga.gov>
Subject: FW: Tentative Planning Agenda for January 2, 2024

Good morning,
Did GDOT have any comments for the agenda below?

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org



From: Anael Dominguez (CDI: Planning)
Sent: Tuesday, November 21, 2023 12:10 PM
Subject: Tentative Planning Agenda for January 2, 2024

Good afternoon –

Here is the Tentative Agenda and Maps for the **Tuesday, January 2, 2024** 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, December 1st**. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – December 18, 2023

OLD BUSINESS

1. [3428 Cagle Road | Variance | from 17.240.010 to reduce the front yard setback from 55 feet from centerline of road to 40 feet from centerline of road | on a 0.57± acre parcel located on the south side of Cagle Road, approximately 810 feet from its intersection with Ridge Drive | Zoned R-I, Tax Parcel 09106A002019 | Proposed Use: residential addition | * Commission District 3 | Lee Bishop, applicant. No GDOT coordination required](#)

NEW BUSINESS

2. [3806 Chestatee Road | Variance | 16.50.040 to reduce the road frontage requirement from 90 feet to 50 feet | on a 13.28± acre tract located on the north side of Chestatee Road, at its intersection with Chestatee Cut Off | Zoned AR-III, Tax Parcel 10024 000045 | Proposed Use: 2-lot subdivision | * Commission District 2 | Mark Kennedy, applicant. No GDOT coordination required](#)
3. [4732 Cool Springs Road | Variance | 16.50.040 to reduce the road frontage requirement from 90 feet to 64 feet | on a 3.55± acre tract located on the north side of Cool Springs Road, approximately 383 feet from its intersection with Forest Boulevard | Zoned AR-III, Tax Parcel 10052 000004 | Proposed Use: 2-lot subdivision | * Commission District 2 | Mariana Palmer, applicant. No GDOT coordination required](#)
4. [3922 Green Drive | Rezone from R-I to AR-III | on a 8.83± acre tract located on the south side of the Green Drive, approximately 348 feet from its intersection with Clarks Bridge Road | Zoned R-I; Tax Parcel 10156 000009 \(pt.\) | Proposed Use: 3-lot subdivision | ** Commission District 3 | Larry Poole, applicant. GDOT coordination required for driveway access on Clarks Bridge Rd](#)
5. [5348 Channel Drive | Amend Conditions of Zoning | on a 17.60± acre tract located on the south side of Channel Drive, approximately 2,085 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15001C000007 | Proposed Use: 2-lot subdivision | ** Commission District 3 | Robert Ratcliffe, applicant. No GDOT coordination required](#)
6. [6512 Misty Harbor Court | Use Subject to County Commission Approval | 17.60.040.H Minor subdivisions | on a 7.14± acre tract on the east side of Misty Harbor Court, approximately 1,000 feet from its intersection with Misty Harbor Lane | Zoned R-I; Tax Parcel 08149 000002C | Proposed Use: 5-lot subdivision | ** Commission District 2 | Yunsoon Kim, applicant. No GDOT coordination required](#)
7. [2955 Candler Road | Use Subject to County Commission Approval | 17.170.020.13 Manufacture of cement, cement products, concrete, clay products, lime, gypsum, brick, tile or plaster of Paris | on a 33.46± tract on the east side of Candler Road, approximately 407 feet from its intersection with Dale Road | Zoned I-II; Tax Parcel 15025 000011 | Proposed Use: concrete plant | ** Commission District 3 | Steve Gilliam, applicant. GDOT coordination required for driveway access on Candler Rd](#)

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within five working days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, February 8, 2024** at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, February 8, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org



Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit <https://doas.ga.gov/human-resources-administration/human-trafficking-awareness>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.



Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development
From: Bill Nash, Director of Public Works and Utilities
Date: November 30, 2023
Subject: January 2, 2024 - 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 January 2, 2024 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. [3428 Cagle Road | Variance | from 17.240.010 to reduce the front yard setback from 55 feet from centerline of road to 40 feet from centerline of road | on a 0.57± acre parcel located on the south side of Cagle Road, approximately 810 feet from its intersection with Ridge Drive | Zoned R-I, Tax Parcel 09106A002019 | Proposed Use: residential addition | * Commission District 3 | Lee Bishop, applicant.](#)
 - a. **Engineering:** Show stream buffer and impervious setback from wretched vegetation not centerline of stream.
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

2. [3806 Chestatee Road | Variance | 16.50.040 to reduce the road frontage requirement from 90 feet to 50 feet | on a 13.28± acre tract located on the north side of Chestatee Road, at its intersection with Chestatee Cut Off | Zoned AR-III, Tax Parcel 10024 000045 | Proposed Use: 2-lot subdivision | * Commission District 2 | Mark Kennedy, applicant.](#)
 - a. **Engineering:** Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
Show FEMA and Hall County studied Flood plains that are present on site
 - b. **Traffic:** Driveway sight distance
 - c. **Utilities:** Hall County sewer- no connection within feasible distance

3. [4732 Cool Springs Road | Variance | 16.50.040 to reduce the road frontage requirement from 90 feet to 64 feet | on a 3.55± acre tract located on the north side of Cool Springs Road, approximately 383 feet from its intersection with Forest Boulevard | Zoned AR-III, Tax Parcel](#)

[10052 000004 | Proposed Use: 2-lot subdivision | * Commission District 2 | Mariana Palmer, applicant.](#)

- a. **Engineering:** No Comment
- b. **Traffic:** Driveway sight distance
- c. **Utilities:** No Comment

4. [3922 Green Drive | Rezone from R-I to AR-III | on a 8.83± acre tract located on the south side of the Green Drive, approximately 348 feet from its intersection with Clarks Bridge Road | Zoned R-I; Tax Parcel 10156 000009 \(pt.\) | Proposed Use: 3-lot subdivision | ** Commission District 3 | Larry Poole, applicant.](#)

- a. **Engineering:** Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
Show stream buffer and impervious setback from wretched vegetation not centerline of stream.
- b. **Traffic:** Driveway sight distance
- c. **Utilities:** Gainesville/ Hall sewer district- no sewer connection within feasible distance.

5. [5348 Channel Drive | Amend Conditions of Zoning | on a 17.60± acre tract located on the south side of Channel Drive, approximately 2,085 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15001C000007 | Proposed Use: 2-lot subdivision | ** Commission District 3 | Robert Ratcliffe, 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:** Driveway sight distance
- c. **Utilities:** Gainesville/ Hall sewer district: no sewer connection within feasible distance.

6. [6512 Misty Harbor Court | Use Subject to County Commission Approval | 17.60.040.H Minor subdivisions | on a 7.14± acre tract on the east side of Misty Harbor Court, approximately 1,000 feet from its intersection with Misty Harbor Lane | Zoned R-I; Tax Parcel 08149 000002C | Proposed Use: 5-lot subdivision | ** Commission District 2 | Yunsoon Kim, 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:** Flowery Branch sewer district

7. [2955 Candler Road | Use Subject to County Commission Approval | 17.170.020.13 Manufacture of cement, cement products, concrete, clay products, lime, gypsum, brick, tile or plaster of Paris | on a 33.46± tract on the east side of Candler Road, approximately 407 feet from its intersection with Dale Road | Zoned I-II; Tax Parcel 15025 000011 | Proposed Use: concrete plant | ** Commission District 3 | Steve Gilliam, applicant.](#)

- a. **Engineering:** Show FEMA and Hall County studied Flood plains that are present on site
- b. **Traffic:** Clarify how access to the parcel will be maintained. Will an easement be created through an adjacent parcel?
- c. **Utilities:** No Comment

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Friday, December 1, 2023 2:09 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning)
Subject: Fire Comments

Tuesday, January 2, 2024 Hall County Planning Commission Meeting.

1. [2955 Candler Road | Use Subject to County Commission Approval | 17.170.020.13 Manufacture of cement, cement products, concrete, clay products, lime, gypsum, brick, tile or plaster of Paris | on a 33.46± tract on the east side of Candler Road, approximately 407 feet from its intersection with Dale Road | Zoned I-II; Tax Parcel 15025 000011 | Proposed Use: concrete plant | ** Commission District 3 | Steve Gilliam, applicant.](#)

The Hall County Fire Marshal's Office has no comments as proposed.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org



ZONING NOTICE

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

APPLICANT: **STEVE GILLIAM**

REQUEST: **USE SUBJECT TO COUNTY COMMISSION APPROVAL FOR A CONCRETE PLANT**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: **JAN 2, 2024**

Time: **5:15 p.m.**

COUNTY COMMISSION
Date: **FEB 8, 2024**

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

REPORT TO: Work Session (02/05/24)

REPORT TO: Voting Meeting (02/08/24)

ITEM NO: 28/2024

SUBJECT: **5348 Channel Drive | Amend Conditions |** of a previous rezoning on a 17.60± acre tract located on the south side of Channel Drive, approximately 2,085 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15001C000007 | **Proposed Use: 2-lot subdivision |** Commission District 3 | **Robert Ratcliffe, applicant.**

Meetings:

Work Session Date: 02/05/24

Voting Meeting Date: 02/08/24

Executive Summary:

Presenter: RD

Recommendation:

Approval.

Conditions:

1. All previous conditions of zoning included herein shall apply, specifically:
 - a. Mobile homes are prohibited.
 - b. Poultry houses are prohibited.
 - c. Hog parlors are prohibited.
 - d. Stick built homes only with a minimum 1,500 square feet shall be constructed.
 - e. All lots shall have individual wells and septic tanks.
2. The property shall be developed in accordance with the site plan dated February 19, 2023, and as described in the project narrative received February 1, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
3. The developer shall coordinate with Hall County Engineering to obtain the necessary driveway permits for access off Channel Drive.
4. A recorded plat shall be prepared, reviewed, and approved for the newly created parcels. The standard Hall County Plat Review process shall apply.
5. All conditions of zoning shall appear on any plats created for the subject property.
6. The approval of these zoning condition amendments shall only apply to the subject parcel, 15001C000007.

Purpose of Request:

History:

5348 Channel Drive | **Amend Conditions** | of a previous rezoning on a 17.60± acre tract located on the south side of Channel Drive, approximately 2,085 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15001C000007 | **Proposed Use: 2-lot subdivision** | Commission District 3 | **Robert Ratcliffe, applicant.**

Facts and Issues:

Options:

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

Approvals:

| Submit | Approve | Attorney | Administration |
|--------------|---------|----------|----------------|
| AD | RD | WLI | CR |
| Clerk | | | |
| JR | | | |

Attachments:

- Request to Table to 2-22-2024
- Board Memo
- Recommendation Report
- Application
- Narrative
- Site Plan
- Maps
- Deed
- Environmental Health Comments
- GDOT Comments
- Public Works Comments
- Fire Comments
- Notice Sign Photos

Anael Dominguez (CDI: Planning)

From: Katie L. Greenway (CDI: Planning)
Sent: Monday, January 15, 2024 12:20 PM
To: Jennifer Rivera (Administration)
Cc: Beth Garmon (CDI: Planning); Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Subject: FW: Request for extension

Good afternoon,

Please see the email below requesting to table the BOC decision for 5348 Channel Drive (HZCU23-0058) from February 8th, 2024 to February 22nd, 2024.

After the Planning Commission meeting and comments from neighbors, the applicant has hired an attorney to look into deed restrictions regarding subdivisions. This is so the applicant is aware of other possible restrictions that he must abide by other than the zoning conditions he is requesting to amend.

Please let me know if you have any questions.

Thank you,
Katie Greenway
Principal Planner
Hall County Community Development and Infrastructure
(direct office) 770-297-2649
klgreenway@hallcounty.org



From: robert ratcliffe <robertbucky@yahoo.com>
Sent: Monday, January 15, 2024 11:14 AM
To: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Subject: Request for extension

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.

Dear Board,

I am sending this email to request an extension / reschedule of my zoning hearing. Unfortunately on the current date, February 8, 2024, I will be out of town for a previously planned trip. I have also acquired an attorney for the investigation and review of the covenants and bylaws and he is requesting additional time to complete this task. I am requesting to reschedule until the next hearing, which I believe is around the end of February. Please advise if you can grant this extension.

I appreciate your time and consideration.

Thank you,
Robert Ratcliffe
770-605-8988



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: January 22, 2024

Subject: **5348 Channel Drive | Amend Conditions |** of a previous rezoning on a 17.60± acre tract | **Proposed Use: 2-lot subdivision | Robert Ratcliffe, applicant.**

The request before you is the request of Robert Ratcliffe to Amend Conditions of a previous rezoning to allow a 2-lot subdivision. This item is located within Commission District 3.

At their January 2, 2024 meeting, the Hall County Planning Commission voted to recommend approval with six (6) conditions **(5-0)**.

There were **no comments submitted** in advance of the Planning Commission meeting and **one (1) person spoke during the public hearing**.

Since the Planning Commission took action, the applicant has emailed Planning Staff a request to table this application to February 22, 2024 to consult with an attorney about possible deed restrictions regarding subdivision.

Planning Commission Conditions:

1. All previous conditions of zoning included herein shall apply, specifically:
 - a. Mobile homes are prohibited.
 - b. Poultry houses are prohibited.
 - c. Hog parlors are prohibited.
 - d. Stick built homes only with a minimum 1,500 square feet shall be constructed.
 - e. All lots shall have individual wells and septic tanks.
2. The property shall be developed in accordance with the site plan dated February 19, 2023, and as described in the project narrative received February 1, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

3. The developer shall coordinate with Hall County Engineering to obtain the necessary driveway permits for access off Channel Drive.
4. A recorded plat shall be prepared, reviewed, and approved for the newly created parcels. The standard Hall County Plat Review process shall apply.
5. All conditions of zoning shall appear on any plats created for the subject property.
6. The approval of these zoning condition amendments shall only apply to the subject parcel, 15001C000007.

**HALL COUNTY PLANNING COMMISSION
RECOMMEDATION REPORT**

Applicant Robert Ratcliffe

Request Use Subject to County Commission Approval |
Amend Conditions of Zoning for a 2-lot subdivision

Proposed Use 2-lot subdivision

Size 17.60± acres

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

Location **5348 Channel Drive** | Tax Parcel 15001C000007

Commission District Three

Planning Commission Date January 2, 2024

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. All previous conditions of zoning included herein shall apply, specifically:
 - a. Mobile homes are prohibited.
 - b. Poultry houses are prohibited.
 - c. Hog parlors are prohibited.
 - d. Stick built homes only with a minimum 1,500 square feet shall be constructed.
 - e. All lots shall have individual wells and septic tanks.
2. The property shall be developed in accordance with the site plan dated February 19, 2023, and as described in the project narrative received February 1, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
3. The developer shall coordinate with Hall County Engineering to obtain the necessary driveway permits for access off Channel Drive.
4. A recorded plat shall be prepared, reviewed, and approved for the newly created parcels. The standard Hall County Plat Review process shall apply.
5. All conditions of zoning shall appear on any plats created for the subject property.
6. The approval of these zoning condition amendments shall only apply to the subject parcel, 15001C000007.

Staff Recommended Conditions:

1. All previous conditions of zoning included herein shall apply, , with the exception of those modified for the current application:
 - a. Mobile homes are prohibited.
 - b. Poultry houses are prohibited.
 - c. Hog parlors are prohibited.
 - d. Stick built homes only with a minimum 1,500 square feet shall be constructed.
 - e. All lots shall have individual wells and septic tanks.
2. The property shall be developed in accordance with the site plan dated 2/19/2023, and as described in the project narrative received 2/1/2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
3. The developer shall coordinate with Hall County Engineering to obtain the necessary driveway permits for access off Channel Drive.
4. A recorded plat shall be prepared, reviewed, and approved for the newly created parcels. The standard Hall County Plat Review process shall apply.
5. All conditions of zoning shall appear on any plats created for the subject property.
6. The approval of these zoning condition amendments shall only apply to the subject parcel, 15001C000007.

Public Forum:

James Eaves, 5347 Channel Drive, Gillsville, spoke in opposition. Concerns were that other property owners would follow and start subdividing their property within the subdivision when there are restrictions in the deeds.

Summary Analysis

The applicant is requesting to amend conditions of a residential subdivision to allow for the subdivision of the subject property, which is a 17.60± acre lot. The parcel is located in the Valley Ridge Farms subdivision. The subdivision was established in 1993 with seven conditions of approval from the Board of Commissioners, and is zoned Agricultural Residential IV (AR-IV, [17.120](#)). The applicant is seeking to amend the zoning conditions to subdivide 4.82± acres from the 17.60± acre parcel for the future construction of a single-family residence; this action will increase the total number of lots within the subdivision from nine (9) to ten (10). The property is developed with a 2,456 square foot single-family dwelling, and there are six farm animals kept on the property.

When the Hall County Board of Commissioners approved the establishment of Valley Ridge Farms subdivision on May 27, 1993, the following conditions were included:

- a. Mobile homes are prohibited.
- b. Poultry houses are prohibited.
- c. Hog parlors are prohibited.
- d. Stick built homes only with a minimum 1,500 square feet shall be constructed.
- e. Future subdivisions of tracts is prohibited.
- f. All lots shall have individual wells and septic tanks.
- g. Even though the size of the tracts change you cannot change the total number of tracts.

The applicant's request is to amend only conditions e and g, and keep all other aforementioned conditions in effect.

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 parcels is "Rural." The intent of this land use category is to preserve the existing rural character, including agricultural uses and large-lot residential uses, as well as natural and historic features. Future development is envisioned to consist of agricultural activities and low-density detached single-family homes.

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 subdivision is consistent with nearby properties. The newly created parcel will become the smallest in the subdivision; however, this will have minimal impact on the density as that will remain low at no greater than 0.11 dwelling units per acre.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The subdivision of land into two parcels will have little, if any, adverse effects on nearby properties.**
3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **Yes, the property has reasonable economic use as currently zoned Agricultural Residential IV (AR-IV, [17.120](#)). The site is currently occupied by a single-family house.**
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **The proposed subdivision 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 minor subdivision is consistent with the [Comprehensive Plan's](#) future land use classification of Rural.**
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. The property owner purchased the property in 2021, after which the conditions of zoning were applied to the development, and are noted on the final plat for the subdivision.**
9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **Tax parcel [15001C000007](#) is currently developed with a 2,456 square foot single-family residence which was constructed in 2002.**
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 available area for development of these lots.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **As the requested action is an amendment to the existing conditions of zoning, the underlying district designation will remain Agricultural Residential IV (AR-IV, [17.120](#)). All adjacent parcels are within this district as well.**
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; **Several sites exist within the county that are adequate for the establishment of a minor subdivision by right. However, many such sites share the same underlying zoning designation as the subject property.**
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.**

[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

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in [chapter 17.30](#) to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **Proposal meets the requirement. Applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
 - 1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **The proposal does provide a narrative outlining the intent of minor subdivision; 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 site plan; however, information about adjacent properties 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 November 28, 2023, Emily McGahee stated "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. This plat

is currently under review by the Hall County Plat Review Team and Environmental Health contacted the owner on May 5, 2023 concerning requirements to further process the plat for review.”

Hall County Fire Marshal

In an email dated December 1, 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 November 30, 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.

Traffic:

Driveway sight distance.

Utilities:

Gainesville/ Hall sewer district: no sewer connection within feasible distance.

Georgia Department of Transportation

In an email dated December 4, 2023, Veronica Chavers, D1TO Civil Engineer III, stated that GDOT coordination would not be required for this request.

- **Excerpts from the minutes of the January 2, 2024 meeting**

Applicant’s Presentation:

Katie Greenway, Principal Planner, presented a summary of the request.

Robert Ratcliffe, 5348 Channel Drive, Gillsville, presented the request. The applicant stated that they would like to build a single family home on the second lot for their family to be close.

Diane Ratcliffe, 5348 Channel Drive, Gillsville, presented the request.

Public Forum:

James Eaves, 5347 Channel Drive, Gillsville, spoke in opposition. Concerns were that other property owners would follow and start subdividing their property within the subdivision when there are restrictions in the deeds.

Planning Commission Comments:

Mr. Braswell questioned if there is a deed restriction on subdividing property in the subdivision and if the County could take action if there are deed restrictions in place. Ms. Garmon stated that the planning department would not interfere or override covenants restrictions, they only enforce zoning regulations and conditions of zoning. Mr. Braswell questioned if there should be an action taken. Ms. Garmon stated that the

zoning request is necessary in order to get the process started but the covenants are a civil issue. Mr. Braswell recommended the applicants reach out to their closing attorney to figure out restrictions.

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

Conditions:

1. All previous conditions of zoning included herein shall apply, specifically:
 - a. Mobile homes are prohibited.
 - b. Poultry houses are prohibited.
 - c. Hog parlors are prohibited.
 - d. Stick built homes only with a minimum 1,500 square feet shall be constructed.
 - e. All lots shall have individual wells and septic tanks.
2. The property shall be developed in accordance with the site plan dated February 19, 2023, and as described in the project narrative received February 1, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
3. The developer shall coordinate with Hall County Engineering to obtain the necessary driveway permits for access off Channel Drive.
4. A recorded plat shall be prepared, reviewed, and approved for the newly created parcels. The standard Hall County Plat Review process shall apply.
5. All conditions of zoning shall appear on any plats created for the subject property.
6. The approval of these zoning condition amendments shall only apply to the subject parcel, 15001C000007.

ZONING APPLICATION

Applicant (Name & Mailing Address)

Property Owner (Name & Mailing Address)

Robert L. Ratcliffe
5348 Channel Drive
Gillsville, GA 30543

Phone 770-605-8988

Phone 770-605-8988

Email Address robertbucky@yahoo.com

Email Address robertbucky@yahoo.com

Proposed Use Separate property for DM-1 Single Family Dwelling

Contact Person (Name & Mailing Address)

Status of Applicant

Requested Action

Robert L. Ratcliffe

Owner

Existing Zoning: AR-IV(c)

5348 Channel Dr.

Option to Purchase

Rezone to: AR-IV

Gillsville, GA 30543

Area Resident

Fee: \$ 600.00

Phone 770-605-8988

Other

Receipt #: _____

Email Address robertbucky@yahoo.com

Check #: _____

Tax Parcel Number _____

Acreage 5 acs

Location Address 5348 Channel Dr. Gillsville, GA 30543

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

Sign Robert L. Ratcliffe

Date: 10/19/2023

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



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: Diane L. Ratcliffe

Date: 10/31/2023

Applicant's/Owner's Name (Printed): Diane L. Ratcliffe

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 - (3) The name and official position of the local government official to whom the campaign contribution was made; and
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Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: Robert L. Ratcliffe

Date: 10/19/2023

Applicant's/Owner's Name (Printed): Robert L. Ratcliffe

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



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(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: Jason Hollis

Date: 10/29/23

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

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



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- (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.

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

I have** _____ I have not *[initials]*

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: *[Signature]* Date: *10/25/23*

Applicant's/Owner's Name (Printed): *Cynthia C. Hollis*

Dear Committee Members,

We are Robert and Diane Ratcliffe. Our place of residence is 5348 Channel Dr., Gillsville, GA, 30543. It is also the residence of Jay and Cindy Hollis, along with their daughter, Diana Hollis. Cindy is my youngest daughter from a previous marriage. We have four horses, two donkeys, two dogs, and a cat who also call this wonderful place home.

The property originally consisted of 12 acres along with the current 4500 sq ft home on it. The previous owner purchased an additional 5 adjoining acres from the neighbor, bringing the total acreage to 17 +/- acres. It is our wish to separate a 5-acre plat to the west side of the property on which we could build a home of our own. Our plan is to build a handicap accessible 2500-3000 sq ft home that will face Channel Drive. My husband and I, aged 83 and 75, respectively, want our own home, but feel it is important that we have family members close by as we are getting older. Our other children either live out of state or long distances from us, rendering them unavailable to assist us on a daily basis. Also, my daughter's father and mother-in-law are also aging quickly and will eventually require living assistance as well, thus emphasizing the need for separate dwellings.

Due to having such family circumstances, it is necessary that Robert and I possess a separate deed so that our new home and property would become part of our estate upon our passing. Our ultimate hope is that the home will stay in the family, but in the event that is not possible, having the separate title deed would provide much peace of mind for our family.

We all love living on our little farm, lovingly named "Sweet Creek", here on Channel Drive. Being able to build our own home on our own adjoining property next to caring loved ones would truly be a blessing for our entire blended family. It would then truly become a place where we could all gather and enjoy one another for generations to come.

If you have any questions, please do not hesitate to contact us. We greatly appreciate your time and consideration, and look forward to hearing from you soon.

Thank you,
Robert and Diane Ratcliffe

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-
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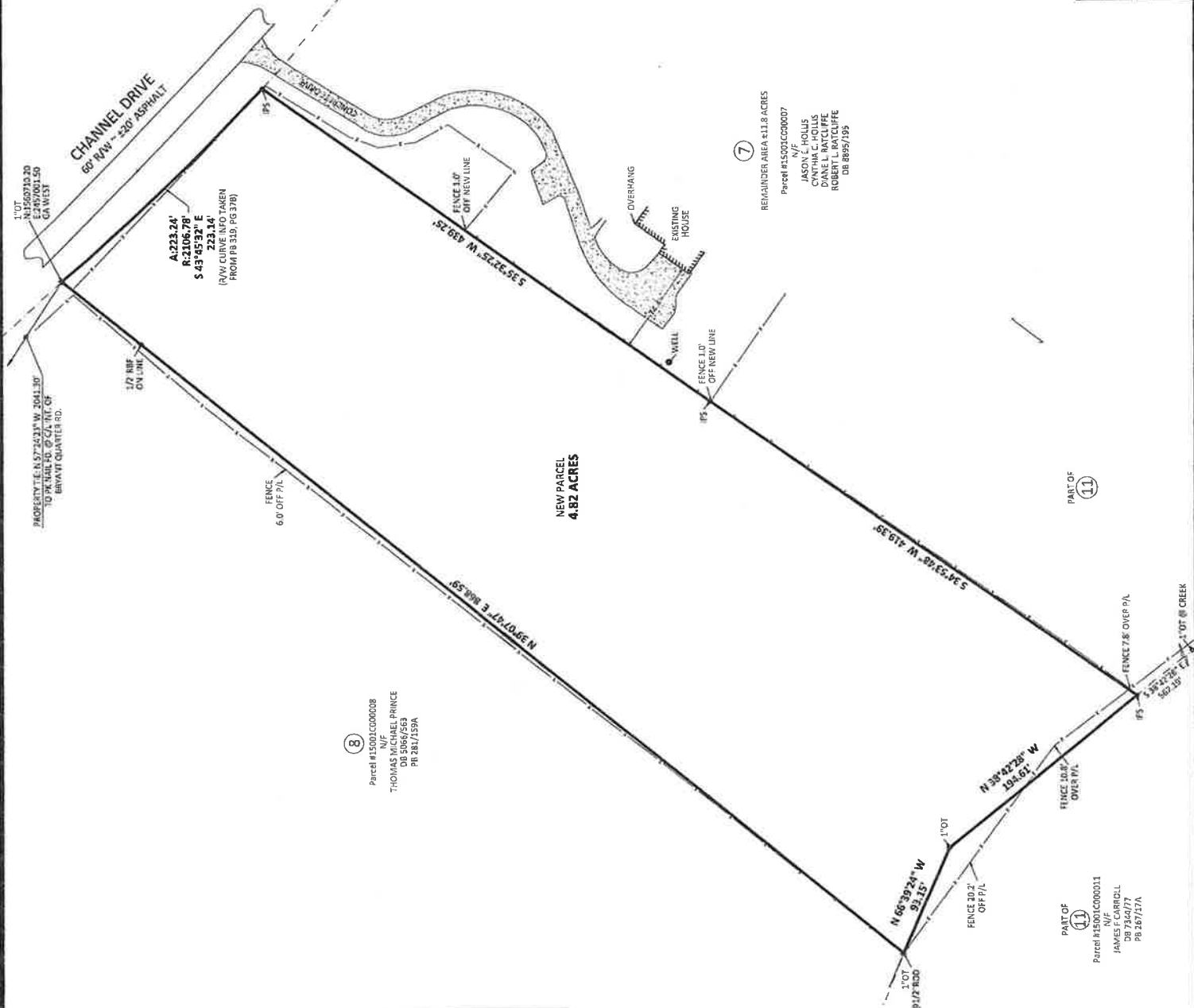
SURVEY NOTES:
 1.) FIELD DATA: 0.04" AVERAGE HRMS
 2.) MEASUREMENTS WERE TAKEN WITH A DUAL-FREQUENCY CARLSON BRV7 GPS RTK & BASE RECEIVER ON 2/18/23.
 3.) ALL POINTS WERE MEASURED IN THE FIELD.
 4.) THIS PLAN HAS BEEN PREPARED FOR THE USE AND PURPOSE OF THE CLIENT AS DESCRIBED AND CONTRACTED WITH BELOW. ALL OTHER PARTIES ARE SUBSEQUENTLY PUT ON NOTICE AS TO THE LIMITED DEGREE OF RELIANCE ON THIS PLAN BY THIRD PARTIES.
 5.) THE PUBLIC RECORDS REFERENCED HEREON REFLECT THOSE RECORDS AS THEY EXIST AT THE TIME THIS PLAN WAS PREPARED. THIS PLAN DOES NOT CONSTITUTE A TITLE SEARCH. PROPERTY IS SUBJECT TO ALL RIGHTS OF WAYS, EASEMENTS, AND RESTRICTIONS OF RECORD.
 6.) THE NORTH MERIDIAN SHOWN HEREON IS BASED ON GRID NORTH GA WEST OBTAINED BY GPS RTK/BASE METHODS USING THE IECGA SMARTNET NETWORK.

HALL COUNTY NOTES:
 ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK (HALL COUNTY CODE § 8.17.0.107)
 IF PROPERTY IS LOCATED IN THE NORTH GEORGIA WATERSHED DISTRICT, THEN COMPLIANCE WITH THE DISTRICT'S BEST MANAGEMENT PRACTICES MAY BE REQUIRED FOR COMPLIANCE (HALL COUNTY CODE § 8.17.0.104)
 PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD HAZARD MAPS WITH REVISIONS EFFECTIVE ON 12/21/2022.
 THIS PROPERTY OR A PORTION THEREOF IS NOT LOCATED IN THE HALL COUNTY STURD-FLOODING PER HALL COUNTY USE.
 IF RESIDENTIAL PROPERTY IS SUBMITTED INTO SEWER LOTS OR MORE WITH ALL LOTS IN A SUBDIVISION, THE SEWER SYSTEM DESIGN AND CONSTRUCTION MANAGEMENT IS REQUIRED FOR COMPLIANCE (HALL COUNTY CODE § 8.18.0.160)
 ALL DRAINWAYS MUST MEET HALL COUNTY DRAINWAY REGULATIONS PER CODE § 8.18.0.160.
 ALL LOTS AND UNITS MUST BE SEWER SERVICE SHALL REQUIRE AN EROSION SEDIMENTATION CONTROL PLAN.

MINOR PLAT FOR:
JANE L. RATCLIFFE, CYNTHIA C. HOLLIS
 PART OF LOT 7 & LOT 11 VALLEY RIDGE FARMS
 GILLSVILLE DISTRICT - G.M.D. 1557
 HALL COUNTY, GEORGIA

CLARK CANADAY
 LAND SURVEYOR - PROFESSIONAL - GEORGIA
 4066 Holly Springs Road
 Gillsville, Georgia 30543
 Phone: 678-630-2039
 Email: clarkcanaday2@gmail.com

Drawn By: PDC
 Plot Date: 2/19/23
 Field Date: 2/18/23
 Scale: 1" = 60'
 Project No.: 5348CHANNELDS

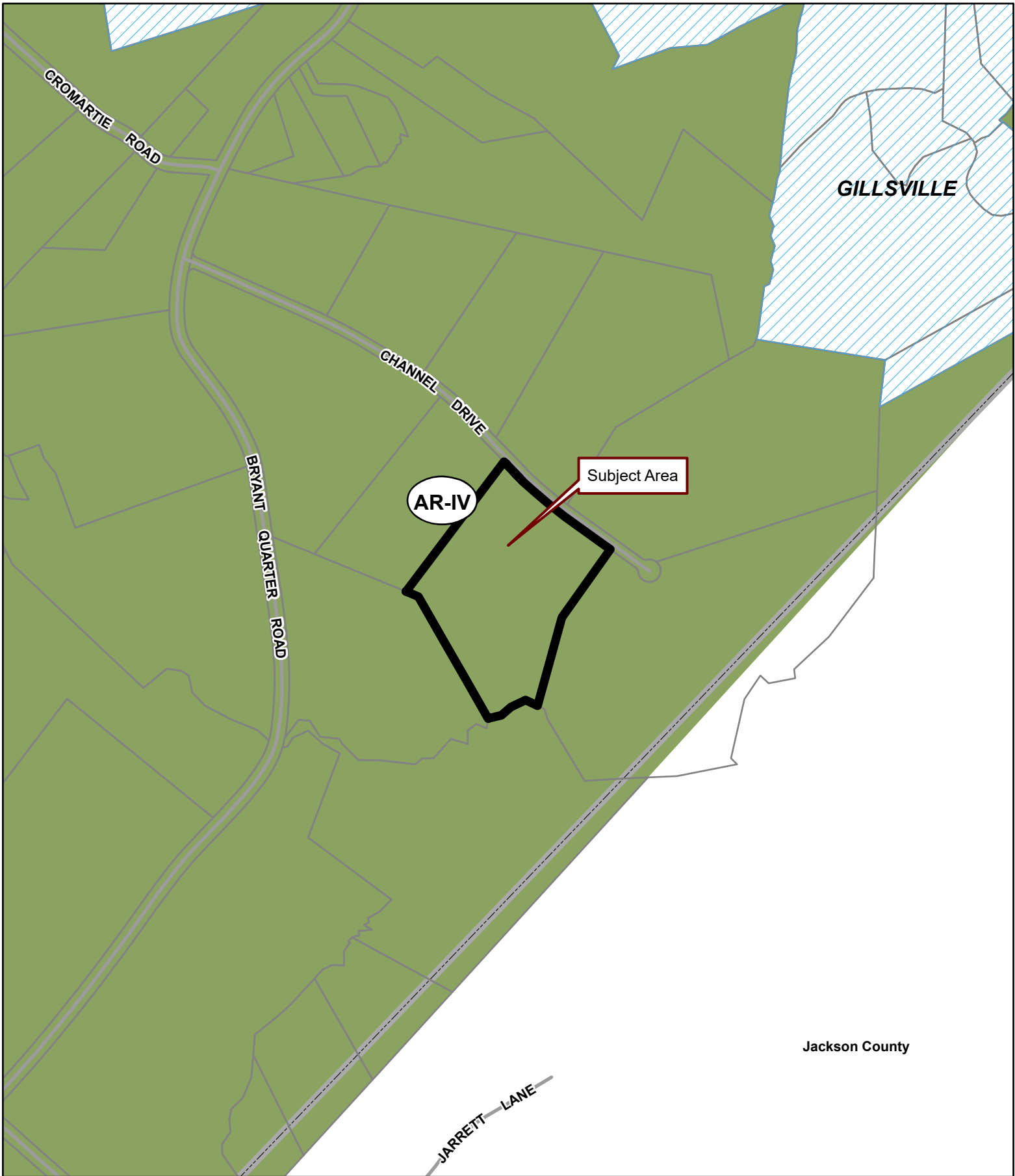


RESERVED FOR CLERK OF SUPERIOR COURT
 RECORDING IN DIVISION

SURVEYOR'S CERTIFICATE
 AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. § 47-2-20, I, THE SURVEYOR, HAVE PERSONALLY AND INDEPENDENTLY EXAMINED THE APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM REQUIREMENTS OF THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS O.C.G.A. SECTION 47-2-47.



LEGEND:
 ABP = BEARING FOUND
 CD = CENTERLINE
 CL = OPEN TOP PILE
 CR = CENTERLINE
 RW = RIGHT OF WAY
 N = NORTH
 DB = DEED BOOK
 PS = PLAT SLIP
 P = PROPERTY LINE
 WMA = WATER METER
 SMO = CLEANOUT / FURNACE HOLE
 CO = CLEANOUT
 GI = GATE IN SET
 LV = LIFT VALVE
 V = VARD INLET
 B = JACKSON BOX
 B/L = BUILDING BACK LINK
 - - - = EASEMENT



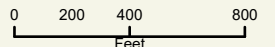
Applicant: ROBERT RATCLIFFE

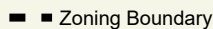
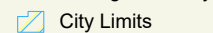

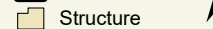

Tax Parcel #: 15001C000007

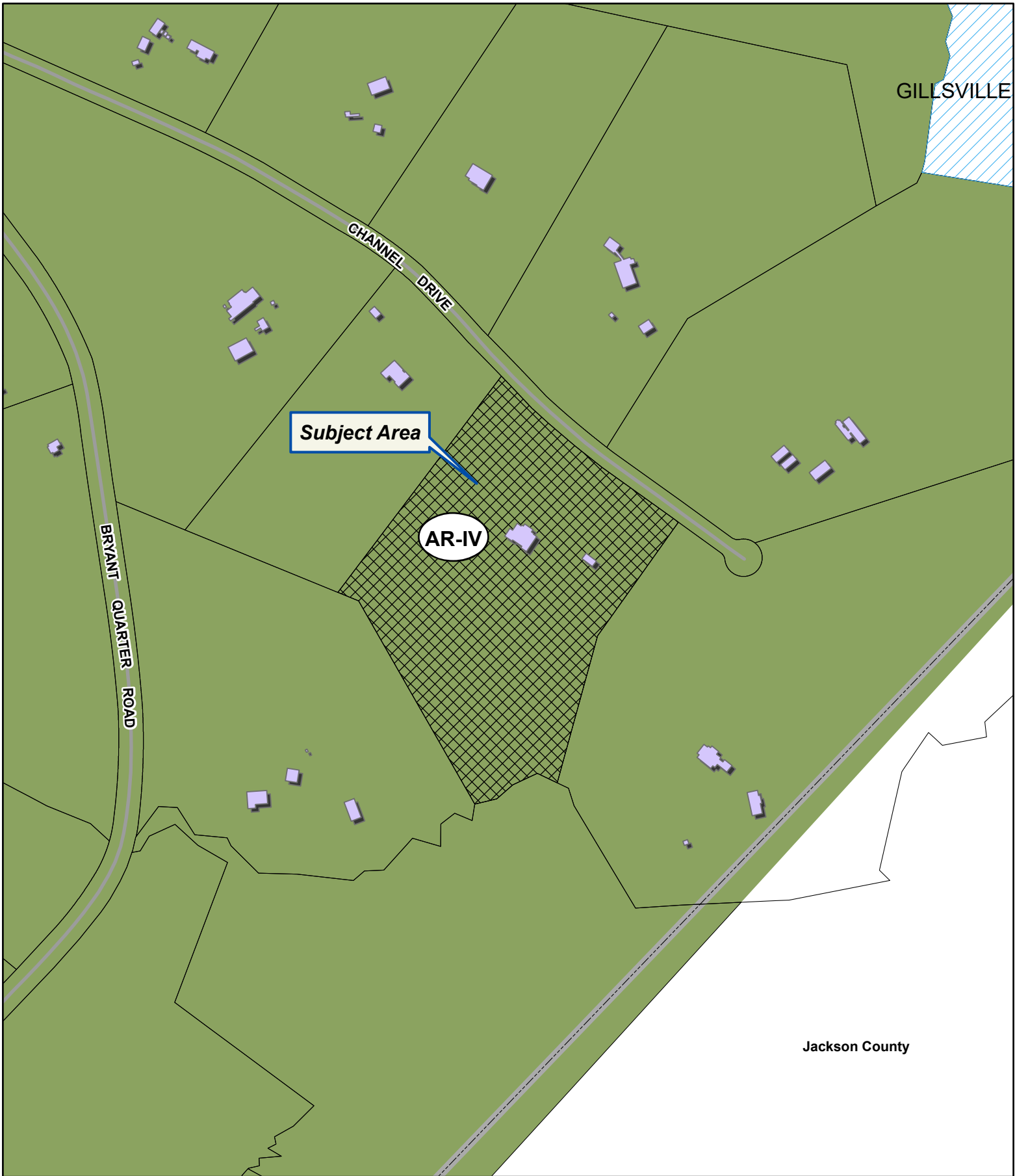
Location: 5348 CHANNEL DRIVE, GILLSVILLE, GA 30543

Commission District 3

PC Mtg. Date: 01/02/24



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




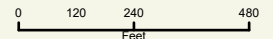
Applicant: ROBERT RATCLIFFE

Tax Parcel #: 15001C000007

Location: 5348 CHANNEL DRIVE, GILLSVILLE, GA 30543

Commission District 3

PC Mtg. Date: 01/02/24



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





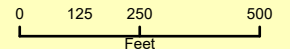
Applicant: ROBERT RATCLIFFE

Tax Parcel #: 15001C000007

Location: 5348 CHANNEL DRIVE, GILLSVILLE, GA 30543

Commission District 3

PC Mtg. Date: 01/02/24



— Zoning Boundary

▨ City Limits

⊞ Subject Area



O'Kelley & Sorohan, Attorneys at Law, LLC
1305 Mall of Georgia Blvd, Suite 180
Buford, GA 30519
Attn: Tanya Stolevski
File No.: 04-176103-REG

eFiled and eRecorded
DATE: 08/06/2021
TIME: 1:00 PM
DEED BOOK: 8895
PAGE: 195 - 196
FILING FEES: \$25.00
TRANSFER TAX: \$0.00
PARTICIPANT ID: 8274269752
PT61: 069-2021-007755
RECORDED BY: CH
CLERK: Charles Baker, C.S.C
Hall County, GA

STATE OF GEORGIA
COUNTY OF GWINNETT

WARRANTY DEED

THIS INDENTURE made this 17th day of July, 2021, between

Jason E. Hollis

as party or parties of the first part, hereinafter called Grantor, and

Jason E. Hollis and Cynthia C. Hollis and Diane L. Ratcliffe and Robert L. Ratcliffe

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 DOLLARS and other good and valuable consideration (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

SEE ATTACHED LEGAL DESCRIPTION EXHIBIT "A"

This conveyance is made subject to a security deed from Grantor to Churchill Mortgage Corporation dated June 17, 2021 in the amount of \$297,000.00.

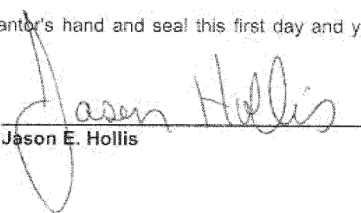
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

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 first day and year first above written.

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Jason E. Hollis

Notary Public
Commission expires:

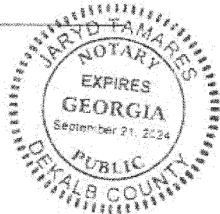


EXHIBIT "A"

All that lot, tract, parcel of land, together with improvements thereon, lying and being in the Gillsville District (GMD 1557) of Hall County, Georgia, being all of Lot 7 of Valley Ridge Farms, containing 11.235 acres, as shown on that survey for Bruce A. Overby and Linda S. Overby, by Thomas Wood, Georgia Registered Surveyor, dated September 15, 1999, and which is more particularly described according to said survey as follows: Beginning at an iron pin located on the southwest right-of-way of Channel Drive (80 foot right-of-way) located 2015.34 feet along the right-of-way of Channel Drive from the intersection of Channel Drive with Bryant Quarter Road; from said point of beginning, thence along the right-of-way of Channel Drive in a southeasterly direction along a chord bearing south 46 degrees 09 minutes 59 seconds east 399.71 feet to a point; thence south 52 degrees 43 minutes 25 seconds east 328.23 feet to an iron pin; thence leaving the right-of-way south 37 degrees 16 minutes 35 seconds west 449.53 feet to an iron pin; thence north 79 degrees 53 minutes west 771.02 feet to an iron pin found; thence north 65 degrees 06 minutes 59 seconds west 93.11 feet to an iron pin found; thence north 40 degrees 40 minutes 59 seconds east 868.64 feet to an iron pin found on the right-of-way of Channel Drive and the true point of beginning.

AND

All that lot, tract, or parcel of land lying and being in the Gillsville District (GMD No. 1557) of Hall County, Georgia, containing 5.461 acres and being part of Lot 11 of Valley Ridge Farms Subdivision, and shown as Tract 2 on that plat for Bruce A. Overby and Linda S. Overby, dated September 15, 1999, revised November 30, 1999, by Thomas Wood, Georgia Registered Surveyor, and which property is more particularly described according to said plat as follows: To find the point of beginning, locate an iron pin found on the southwest right-of-way of Channel Drive (80 foot right-of-way) located 2015.34 feet along the right-of-way of Channel Drive from the right-of-way of Bryant Quarter Road; thence along the line dividing Lot 7 and 8 of Valley Ridge Farms South 40 degrees 40 minutes 59 seconds West 868.64 feet to an iron pin found; thence South 65 degrees 06 minutes 59 seconds East 93.11 feet to an Iron pin found and the True Point of beginning; from said True point of Beginning thence South 79 degrees 53 minutes East along the line dividing Lots 7 and 11 of Valley Ridge Farms 771.02 feet to an Iron pin found; thence South 15 degrees 50 minutes 35 seconds West 539.53 feet to a point in the centerline of a creek; thence along the centerline of the creek South 84 degrees 40 minutes 31 seconds West 20.52 feet to a point; thence North 47 degrees 35 minutes 01 seconds West 66.79 feet to a point; thence South 66 degrees 58 minutes 53 seconds West 59.09 feet to a point; thence South 58 degrees 06 minutes 22 seconds West 30.17 feet to an iron pin thence North 37 degrees 09 minutes 33 seconds West 795.73 feet to an iron pin and the True Point of Beginning. This is a portion of the property conveyed by Warranty Deed dated June 15, 1995 from Jacob W. Wise a/k/a Jacob W. Taylor to Timothy S. Baker and Kristin Baker recorded in Deed Book 2403, Page 72 of the Hall County, Georgia Deed Records.

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Tuesday, November 28, 2023 9:11 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Cc: Katie L. Greenway (CDI: Planning); Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 1.2.24

Please find Environmental Health comments below:

Item 1, 3428 Cagle Road, Bishop: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 3806 Chestatee Road, Kennedy: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. This plat is currently under review by the Hall County Plat Review Team and Environmental Health can approve the subdivision plat as currently proposed. Any reconfigurations of currently submitted plat due to other county department requirements will require further review; additional requirements/fees may apply and approval of changes/reconfigurations is not implied.

Item 3, 4732 Cool Springs Road, Palmer: 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. HPLT23-0245 has been created by the applicant; however, they have not submitted the plat for the Hall County Plat Review Team to review as of this date. The applicant was contacted on 11.17.23 to submit the plat for review in HPLT23-0245.

Item 4, 3922 Green Drive, Poole: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. This plat is currently under review by the Hall County Plat Review Team and Environmental Health can approve the subdivision plat of Lot 5 into 3 parcels as currently proposed. Any reconfigurations of currently submitted plat due to other county department requirements will require further review; additional requirements/fees may apply and approval of changes/reconfigurations is not implied.

Item 5, 5348 Channel Drive, Ratcliffe: 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. This plat is currently under review by the Hall County Plat Review Team and Environmental Health contacted the owner on May 5, 2023 concerning requirements to further process the plat for review.

Item 6, 6512 Misty Harbor Court: 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. This plat is currently under review by the Hall County Plat Review Team and Environmental Health contacted the applicant/surveyor on September 20, 2023 concerning requirements to further process the plat for review.

Item 7, 2955 Candler Road, Gilliam: 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 (phone)

emcgahee@hallcounty.org

<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)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Monday, December 4, 2023 11:44 AM
To: Anael Dominguez (CDI: Planning)
Subject: RE: Tentative Planning Agenda for January 2, 2024

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.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Monday, December 4, 2023 11:20 AM
To: Chavers, Veronica E <VChavers@dot.ga.gov>
Subject: FW: Tentative Planning Agenda for January 2, 2024

Good morning,
Did GDOT have any comments for the agenda below?

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org



From: Anael Dominguez (CDI: Planning)
Sent: Tuesday, November 21, 2023 12:10 PM
Subject: Tentative Planning Agenda for January 2, 2024

Good afternoon –

Here is the Tentative Agenda and Maps for the **Tuesday, January 2, 2024** 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, December 1st**. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – December 18, 2023

OLD BUSINESS

1. [3428 Cagle Road | Variance | from 17.240.010 to reduce the front yard setback from 55 feet from centerline of road to 40 feet from centerline of road | on a 0.57± acre parcel located on the south side of Cagle Road, approximately 810 feet from its intersection with Ridge Drive | Zoned R-I, Tax Parcel 09106A002019 | Proposed Use: residential addition | * Commission District 3 | Lee Bishop, applicant. No GDOT coordination required](#)

NEW BUSINESS

2. [3806 Chestatee Road | Variance | 16.50.040 to reduce the road frontage requirement from 90 feet to 50 feet | on a 13.28± acre tract located on the north side of Chestatee Road, at its intersection with Chestatee Cut Off | Zoned AR-III, Tax Parcel 10024 000045 | Proposed Use: 2-lot subdivision | * Commission District 2 | Mark Kennedy, applicant. No GDOT coordination required](#)
3. [4732 Cool Springs Road | Variance | 16.50.040 to reduce the road frontage requirement from 90 feet to 64 feet | on a 3.55± acre tract located on the north side of Cool Springs Road, approximately 383 feet from its intersection with Forest Boulevard | Zoned AR-III, Tax Parcel 10052 000004 | Proposed Use: 2-lot subdivision | * Commission District 2 | Mariana Palmer, applicant. No GDOT coordination required](#)
4. [3922 Green Drive | Rezone from R-I to AR-III | on a 8.83± acre tract located on the south side of the Green Drive, approximately 348 feet from its intersection with Clarks Bridge Road | Zoned R-I; Tax Parcel 10156 000009 \(pt.\) | Proposed Use: 3-lot subdivision | ** Commission District 3 | Larry Poole, applicant. GDOT coordination required for driveway access on Clarks Bridge Rd](#)
5. [5348 Channel Drive | Amend Conditions of Zoning | on a 17.60± acre tract located on the south side of Channel Drive, approximately 2,085 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15001C000007 | Proposed Use: 2-lot subdivision | ** Commission District 3 | Robert Ratcliffe, applicant. No GDOT coordination required](#)
6. [6512 Misty Harbor Court | Use Subject to County Commission Approval | 17.60.040.H Minor subdivisions | on a 7.14± acre tract on the east side of Misty Harbor Court, approximately 1,000 feet from its intersection with Misty Harbor Lane | Zoned R-I; Tax Parcel 08149 000002C | Proposed Use: 5-lot subdivision | ** Commission District 2 | Yunsoon Kim, applicant. No GDOT coordination required](#)
7. [2955 Candler Road | Use Subject to County Commission Approval | 17.170.020.13 Manufacture of cement, cement products, concrete, clay products, lime, gypsum, brick, tile or plaster of Paris | on a 33.46± tract on the east side of Candler Road, approximately 407 feet from its intersection with Dale Road | Zoned I-II; Tax Parcel 15025 000011 | Proposed Use: concrete plant | ** Commission District 3 | Steve Gilliam, applicant. GDOT coordination required for driveway access on Candler Rd](#)

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within five working days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, February 8, 2024** at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, February 8, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org



Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit <https://doas.ga.gov/human-resources-administration/human-trafficking-awareness>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.



Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development
From: Bill Nash, Director of Public Works and Utilities
Date: November 30, 2023
Subject: January 2, 2024 - 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 January 2, 2024 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. [3428 Cagle Road | Variance | from 17.240.010 to reduce the front yard setback from 55 feet from centerline of road to 40 feet from centerline of road | on a 0.57± acre parcel located on the south side of Cagle Road, approximately 810 feet from its intersection with Ridge Drive | Zoned R-I, Tax Parcel 09106A002019 | Proposed Use: residential addition | * Commission District 3 | Lee Bishop, applicant.](#)
 - a. **Engineering:** Show stream buffer and impervious setback from wretched vegetation not centerline of stream.
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

2. [3806 Chestatee Road | Variance | 16.50.040 to reduce the road frontage requirement from 90 feet to 50 feet | on a 13.28± acre tract located on the north side of Chestatee Road, at its intersection with Chestatee Cut Off | Zoned AR-III, Tax Parcel 10024 000045 | Proposed Use: 2-lot subdivision | * Commission District 2 | Mark Kennedy, applicant.](#)
 - a. **Engineering:** Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
Show FEMA and Hall County studied Flood plains that are present on site
 - b. **Traffic:** Driveway sight distance
 - c. **Utilities:** Hall County sewer- no connection within feasible distance

3. [4732 Cool Springs Road | Variance | 16.50.040 to reduce the road frontage requirement from 90 feet to 64 feet | on a 3.55± acre tract located on the north side of Cool Springs Road, approximately 383 feet from its intersection with Forest Boulevard | Zoned AR-III, Tax Parcel](#)

[10052 000004 | Proposed Use: 2-lot subdivision | * Commission District 2 | Mariana Palmer, applicant.](#)

- a. **Engineering:** No Comment
- b. **Traffic:** Driveway sight distance
- c. **Utilities:** No Comment

4. [3922 Green Drive | Rezone from R-I to AR-III | on a 8.83± acre tract located on the south side of the Green Drive, approximately 348 feet from its intersection with Clarks Bridge Road | Zoned R-I; Tax Parcel 10156 000009 \(pt.\) | Proposed Use: 3-lot subdivision | ** Commission District 3 | Larry Poole, applicant.](#)

- a. **Engineering:** Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
Show stream buffer and impervious setback from wretched vegetation not centerline of stream.
- b. **Traffic:** Driveway sight distance
- c. **Utilities:** Gainesville/ Hall sewer district- no sewer connection within feasible distance.

5. [5348 Channel Drive | Amend Conditions of Zoning | on a 17.60± acre tract located on the south side of Channel Drive, approximately 2,085 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15001C000007 | Proposed Use: 2-lot subdivision | ** Commission District 3 | Robert Ratcliffe, 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:** Driveway sight distance
- c. **Utilities:** Gainesville/ Hall sewer district: no sewer connection within feasible distance.

6. [6512 Misty Harbor Court | Use Subject to County Commission Approval | 17.60.040.H Minor subdivisions | on a 7.14± acre tract on the east side of Misty Harbor Court, approximately 1,000 feet from its intersection with Misty Harbor Lane | Zoned R-I; Tax Parcel 08149 000002C | Proposed Use: 5-lot subdivision | ** Commission District 2 | Yunsoon Kim, 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:** Flowery Branch sewer district

7. [2955 Candler Road | Use Subject to County Commission Approval | 17.170.020.13 Manufacture of cement, cement products, concrete, clay products, lime, gypsum, brick, tile or plaster of Paris | on a 33.46± tract on the east side of Candler Road, approximately 407 feet from its intersection with Dale Road | Zoned I-II; Tax Parcel 15025 000011 | Proposed Use: concrete plant | ** Commission District 3 | Steve Gilliam, applicant.](#)

- a. **Engineering:** Show FEMA and Hall County studied Flood plains that are present on site
- b. **Traffic:** Clarify how access to the parcel will be maintained. Will an easement be created through an adjacent parcel?
- c. **Utilities:** No Comment

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Friday, December 1, 2023 1:45 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning)
Subject: Fire Comments

Tuesday, January 2, 2024 Hall County Planning Commission Meeting.

1. [5348 Channel Drive | Amend Conditions of Zoning](#) | on a 17.60± acre tract located on the south side of Channel Drive, approximately 2,085 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15001C000007 | **Proposed Use: 2-lot subdivision** | ** Commission District 3 | **Robert Ratcliffe, applicant.**

The Hall County Fire Marshal's Office has no comments as proposed.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org



ZONING NOTICE

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

APPLICANT: **ROBERT RATCLIFFE**

REQUEST: **AMEND CONDITIONS OF ZONING FOR A 2-LOT SUBDIVISION**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: **JAN 2, 2024**

Time: **5:15 p.m.**

CITY COMMISSION
Date: **FEB. 9, 2024**

Time: **6:00 p.m.**

HALL COUNTY GOVERNMENT CENTER, 307 NORTH BRIDGE ROAD, CANTONVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-4800



AGENDA ITEM

Planning and Development

REPORT TO: Work Session (02/05/24)

REPORT TO: Voting Meeting (02/08/24)

ITEM NO: 27/2024

SUBJECT: **3922 Green Drive | Rezone** | from Residential-I (R-I) to Agricultural-Residential-III (AR-III) | on a 8.83± acre tract located on the south side of the Green Drive, approximately 348 feet from its intersection with Clarks Bridge Road | Zoned R-I; Tax Parcel 10156 000009 (pt.) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Larry Poole, applicant.**

Meetings:

Work Session Date: 02/05/24

Voting Meeting Date: 02/08/24

Executive Summary:

Presenter: RD

Recommendation:

Approval.

Conditions:

1. The property shall be developed in accordance with the site plan dated May 5, 2023 and as described in the project narrative dated October 24, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The property shall be subdivided into a maximum of 3 building lots in accordance with the requirements of the Agricultural Residential III (AR-III, 17.110) zoning district as detailed in 17.240, area and setback requirements.
3. The developer shall coordinate with the Georgia Department of Transportation (GDOT) and Hall County Engineering to obtain the necessary driveway permits for access off Green Drive.
4. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
5. Pursuant to [2.60.060](#), all applications approved by the Board, whether a request for variance from the terms of [Title 17](#), a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of [Title 17](#), shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy, or establishment of business within six months from the date of approval by the board, said approval shall become null and void.
6. All conditions of zoning shall be made part of any plats or construction plans created for the property.

Purpose of Request:

History:

3922 Green Drive | Rezone | from Residential-I (R-I) to Agricultural-Residential-III (AR-III) | on a 8.83± acre tract located on the south side of the Green Drive, approximately 348 feet from its intersection with Clarks Bridge Road | Zoned R-I; Tax Parcel 10156 000009 (pt.) | **Proposed Use: 3-lot subdivision** | Commission District 3 | **Larry Poole, applicant.**

Facts and Issues:

Options:

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

Approvals:

| Submit | Approve | Attorney | Administration |
|--------------|---------|----------|----------------|
| AD | RD | WLI | CR |
| Clerk | | | |
| JR | | | |

Attachments:

- Board Memo
- Recommendation Report
- Application
- Narrative
- Site Plan
- Map (as of 2/1/2024)
- 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: January 22, 2024

Subject: **3922 Green Drive | Rezone** | from Residential-I (R-I) to Agricultural-Residential-III (AR-III) | on a 8.83± acre tract | **Proposed Use: 3-lot subdivision | Larry Poole, applicant.**

The request before you is the request of Larry Poole to Rezone from Residential-I (R-) to Agricultural Residential-III (AR-III) to allow a 3-lot subdivision. This item is located within Commission District 3.

At their January 2, 2024 meeting, the Hall County Planning Commission voted to recommend approval with six (6) conditions **(5-0)**.

There were **no comments submitted** in advance of the Planning Commission meeting and **one (1) person spoke during the public hearing.**

There have been no changes to the request since the Planning Commission took action.

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan dated May 5, 2023 and as described in the project narrative dated October 24, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The property shall be subdivided into a maximum of 3 building lots in accordance with the requirements of the Agricultural Residential III (AR-III, 17.110) zoning district as detailed in 17.240, area and setback requirements.
3. The developer shall coordinate with the Georgia Department of Transportation (GDOT) and Hall County Engineering to obtain the necessary driveway permits for access off Green Drive.
4. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:

“Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices.”

5. Pursuant to [2.60.060](#), all applications approved by the board, whether a request for variance from the terms of [Title 17](#), a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of [Title 17](#), shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy, or establishment of business within six months from the date of approval by the board, said approval shall become null and void.
6. All conditions of zoning shall be made part of any plats or construction plans created for the property.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Larry Poole

Request Rezone from R-I to AR-III

Proposed Use 3-lot subdivision

Size 8.83 ± acres

Zoning Current Residential-I (R-I, [17.60](#)) | Proposed
Agricultural Residential III (AR-III, [17.110](#))

Location **3922 Green Drive** | Tax Parcel 10156 000009 (pt.)

Commission District Three

Planning Commission Date January 2, 2024

Staff Recommendation **Approval, with conditions** as the proposed use is
consistent with 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. The property shall be developed in accordance with the site plan dated May 5, 2023 and as described in the project narrative dated October 24, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The property shall be subdivided into a maximum of 3 building lots in accordance with the requirements of the Agricultural Residential III (AR-III, 17.110) zoning district as detailed in 17.240, area and setback requirements.
3. The developer shall coordinate with the Georgia Department of Transportation (GDOT) and Hall County Engineering to obtain the necessary driveway permits for access off Green Drive.
4. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
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5. Pursuant to [2.60.060](#), all applications approved by the board, whether a request for variance from the terms of [Title 17](#), a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of [Title 17](#), shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy, or establishment of business within six months from the date of approval by the board, said approval shall become null and void.
6. All conditions of zoning shall be made part of any plats or construction plans created for the property.

Staff Recommended Conditions:

1. The property shall be developed in accordance with the site plan dated May 5, 2023 and as described in the project narrative dated October 24, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The property shall be subdivided into a maximum of 3 building lots in accordance with the requirements of the Agricultural Residential III (AR-III, 17.110) zoning district as detailed in 17.240, area and setback requirements.
3. The developer shall coordinate with the Georgia Department of Transportation (GDOT) and Hall County Engineering to obtain the necessary driveway permits for access off Green Drive.
4. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
“Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices.”
5. Pursuant to [2.60.060](#), all applications approved by the board, whether a request for variance from the terms of [Title 17](#), a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of [Title 17](#), shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy, or establishment of business within six months from the date of approval by the board, said approval shall become null and void.
6. All conditions of zoning shall be made part of any plats or construction plans created for the property.

Public Forum:

Joan Cagle, 3949 Green Drive, Gainesville, spoke in opposition. Concerns were the number of homes being built on the street. Ms. Garmon explained the previous zoning, and current site plan and need for rezoning.

Summary Analysis

The applicant is requesting to rezone an 8.83± acre parcel from Residential-I (R-I) to Agricultural Residential-III (AR-III) to establish a 3-lot subdivision.

The 8.83± property is currently undeveloped, heavily forested, and has a stream running through the middle. The stream includes a 50-foot undisturbed buffer and 75-foot impervious surface setback, each measured from the top of bank on both sides of the stream. Additionally, there is an overhead electrical line on the north portion of the subject property with an apparent 30-foot maintenance easement.

The subject property is part of a 6-lot subdivision that was previously approved on October 14, 2021 by the county commission with the following conditions:

1. The original zoning conditions from 2006 rezoning approval shall not apply and the development standards submitted as part of this application shall take precedence.
2. Development will be limited to homes having no less than 2,200 square feet of heated floor space, with the exception of the existing residence on Lot 6/Outparcel.
3. The applicant shall coordinate with the Georgia Department of Transportation (GDOT) and Hall County Engineering to obtain the necessary driveway permits for access off Clarks Bridge Road and/or Green Drive.
4. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
 “Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices.”
5. A final plat shall be recorded before any building permit applications are submitted to Hall County.
6. All conditions of zoning shall be made part of any plat created for the subdivision.
7. All homes shall be stick built.

The conditions previously established under the October 14, 2021 Board of Commissioner approval apply to the larger 16± acre tract of which the 8.83± subject property is a part. Due to these conditions restricting development to a total of 6 lots, the applicant is requesting to rezone the 8.83± parcel to AR-III to establish a new 3-lot subdivision. Per section [17.110.010](#), minor subdivisions are a permitted use within the AR-III zoning district.

Within the Agricultural Residential-III District (AR-III, [17.110.](#)) the following development standards are required:

| Agricultural Residential (AR-III, 17.60) Standards | Required | Proposed |
|---|---------------------|---|
| Lot Area | 43,560 square feet | Lot 5A: 147,232.8 square feet Lot 5B: 113,343.12 square feet Lot 5C: 124,015.32 square feet |
| Lot Frontage | Local Road: 50 feet | Lot 5A: 91.29 feet |

| | | |
|--|--|--|
| | | Lot 5B: 91.42 feet Lot 5C: 91.35 feet |
| Lot Width at Building Line | 75 feet | None Listed |
| Front Yard Setback | 65 feet from centerline of road or 40 feet from property line (Whichever is greater) | 40 feet from property line |
| Side Yard Setback | 15 feet | 15 feet |
| Rear Yard Setback | 25 feet | 25 feet |
| Note: Items marked with an asterisk (*) do not conform to the requirements of the Agricultural Residential - III (AR-III, 17.110) zoning district | | |

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 AR-III zoning district unless granted in the conditions of approval.

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 "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; the proposal meets this standard.

Zoning Analysis

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

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; **The proposed use is similar in use, development, and zoning of adjacent and nearby properties.**
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 rezoning will adversely affect nearby properties.**
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 **No, the proposed use should not cause an excessive or burdensome use of existing streets, transportation facilities, or utilities.**
5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The requested zoning designation is consistent with the future land use classification of Lake Area Residential in the [Comprehensive Plan](#). 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 single-family residences at a density of .34 dwelling units per acre.**

6. The extent to which property values are diminished by the existing zoning restrictions; **Unless the rezoning request is approved, the applicant will not be able to further subdivide the property into 3 lots.**
7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**
8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned; however, no further subdivision is permitted under the current zoning conditions.**
9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property is currently undeveloped with no record of previous 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; **The existing conditions placed on the property in 2021 do not allow for further subdivision under the current zoning. Applicant is proposing a rezoning the property to further subdivide and develop the parcel.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The surrounding parcels consist of AR-III and R-I zoning. No isolated zoning would be created if approved.**
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; however, the parcel boundaries reflected in GIS are in the process of being updated by the Tax Assessors to reflect plat book 881 page 90-91.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the county as a whole as there is a need for additional and varied housing types.**
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 parcels within Hall County that would allow a 3-lot subdivision without a rezoning required.**
15. Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **No, the request could not be handled alternatively as a variance as the requested use is not permitted within the current Residential-I zoning conditions.**
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.**

17.380.050. - Submission requirements

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in [chapter 17.30](#) to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **Proposal meets the requirement. Applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section [17.380.060.C](#) of this section [chapter]. **The applicant has submitted a narrative and site plan but did not specifically address the criteria listed in [17.380.060.C](#).**
 2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **Proposal meets this requirement.**
- C. For any application for a slow rate land treatment system (see [chapter 17.20](#)), the following additional requirements apply. **This is not applicable as the property will utilize an onsite septic or municipal sewer system.**
- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **This is not applicable as the property is less than 100 lots.**

Development Support and Constraints / Departmental Comments

Hall County Environmental Health

In an email dated November 28, 2023, Emily McGahee stated "All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. This plat is currently under review by the Hall County Plat Review Team and Environmental Health can approve the subdivision plat of Lot 5 into 3 parcels as currently proposed. Any reconfigurations of currently submitted plat due to other county department requirements

will require further review; additional requirements/fees may apply and approval of changes/reconfigurations is not implied”

Hall County Fire Marshal

In an email dated December 1, 2023, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated “The Hall County Fire Marshal’s Office has no comments as proposed.”

Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated November 30, 2023, Director Bill Nash stated the following:

Engineering:

Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6. Show stream buffer and impervious setback from wretched vegetation not centerline of stream

Traffic:

Driveway sight distance

Utilities

Gainesville/ Hall sewer district- no sewer connection within feasible distance.

Georgia Department of Transportation

In an email dated December 4, 2023, Veronica Chavers, D1TO Civil Engineer III, stated that GDOT coordination is required for driveway access on Clarks Bridge Rd.

- **Excerpts from the minutes of the January 2, 2024 meeting**

Applicant’s Presentation:

Katie Greenway, Principal Planner, presented a summary of the request.

Larry Poole, 6518 Highway 52, Gillsville, presented the request. The applicant stated that homes would be built in the same style as the neighboring homes.

Public Forum:

Joan Cagle, 3949 Green Drive, Gainesville, spoke in opposition. Concerns were the number of homes being built on the street. Ms. Garmon explained the previous zoning, and current site plan and need for rezoning.

Planning Commission Comments:

Mr. Braswell questioned if the applicant was in agreement with the staff conditions. The applicant stated they were.

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 site plan dated May 5, 2023 and as described in the project narrative dated October 24, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
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6. All conditions of zoning shall be made part of any plats or construction plans created for the property.

ZONING APPLICATION

Applicant (Name & Mailing Address)

Property Owner (Name & Mailing Address)

LARRY POOLE
P.O. Box 357
GILLSVILLE, GA 30543

CHAOLHI
2415 Old Cornelia Hwy
GAINESVILLE, GA 30507

Phone 770-654-1724

Phone 770-540-4956

Email Address 2whitecats@bellsouth.net

Email Address rabbitowncafe@yahoo.com

Proposed Use 3-lot Subdivision

Contact Person (Name & Mailing Address)

Status of Applicant

Requested Action

LARRY POOLE
P.O. Box 357
GILLSVILLE, GA 30543

- Owner
- Option to Purchase
- Area Resident
- Other

Existing Zoning: R-1(c)
Rezone to: AR-III
Fee: \$ 600.00
Receipt #: 859150
Check #: 2252

Phone 770-654-1724

Email Address 2whitecats@bellsouth.net

Tax Parcel Number 10156000009 (PT)

Acreage _____

Location Address 3840 GREEN DRIVE (PT)

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

Sign Larry Poole

Date: 10/24/2023

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: 10.25.23

Taken by: Kati [Signature]

Tentative Planning Commission Date: 1/2/24

Tentative County Commission Date: 2/8/24

County Commission District: _____

AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) CHOA LIHI

Address 2415 Old CORNELIA Hwy
GAINESVILLE, GA 30507

Phone Number 770-287-3695

Name of applicant(s) LARRY POOLE

Address P.O. Box 357
GILLSVILLE, GA 30543

Phone Number 770-654-1724

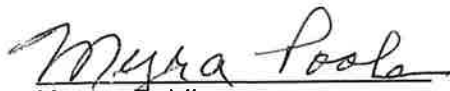
I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)


Personally appeared before me

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


Notary Public

10/25/2023
Date





CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

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

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

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

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

I have** _____ I have not

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: *Chao Li Li* Date: 10/27/2023

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

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

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: Li Chao hi

Date: 10/24/2023

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

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

I have** I have not

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Harry Poole Date: 10/24/2023

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

10/24/2023

THIS REQUEST ON BEHALF OF PROPERTY/
OWNER CHAO LIKI IS TO GAIN APPROVAL
TO CONSTRUCT RESIDENTIAL HOMES ON
THE 3 LOTS INCLUDED IN THE SUBMITTED
SURVEY.

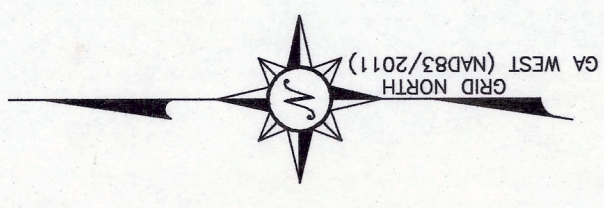
APPLICANT AGREES TO ALL TERMS AND
CONDITIONS INCLUDED WITH APPROVAL
BY HALL COUNTY.

OUR REQUEST IS TO CHANGE THE
ZONING OF PROPERTY TO ALLOW
THESE THREE LOTS TO BE SUBDIVIDED
FROM TRACT 10156000009.

THANK YOU,
Larry Pool

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
| | | |
| | | |
| | | |

DATE: MAY 5, 2023
 SCALE: 1" = 50'
 JOB NO: 230505-35
 SHEET 1 OF 1
 DRAWN: WPC
 CHECKED: WPC



| LINE BEARING | DISTANCE |
|------------------|----------|
| 1 N 82°37'41" E | 53.34 |
| 2 N 83°21'26" E | 35.09 |
| 3 N 84°15'55" E | 2.86 |
| 4 N 84°15'55" E | 65.75 |
| 5 N 85°31'38" E | 25.67 |
| 6 N 85°31'38" E | 22.33 |
| 7 S 88°17'21" E | 69.07 |
| 8 S 29°27'58" E | 49.10 |
| 9 S 46°27'06" E | 42.57 |
| 10 S 46°40'48" E | 117.58 |
| 11 S 35°51'05" E | 21.60 |
| 12 S 34°18'08" E | 69.83 |
| 13 S 34°52'18" E | 131.56 |
| 14 S 26°54'22" E | 50.27 |
| 15 S 27°21'25" E | 65.80 |
| 16 S 25°59'15" E | 91.35 |
| 17 S 20°44'26" E | 21.24 |
| 18 S 20°44'26" E | 21.24 |

- HALL COUNTY NOTES:**
- ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK MEASURED FROM THE POINT OF WRESTED VEGETATION (HALL COUNTY CODE § 8-170.070).
 - IF PROPERTY IS LOCATED IN THE NORTH OCOONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 17.225.040)
 - THIS PROPERTY OR A PORTION THEREOF IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP #13139C0093G, HALL COUNTY GEORGIA, DATED 04/04/2018.
 - THIS PROPERTY OR A PORTION THEREOF IS NOT LOCATED IN THE HALL COUNTY STUDIED FLOOD ZONE PER HALL COUNTY GIS.
 - IF RESIDENTIAL PROPERTY IS SUBDIVIDED INTO SEVEN LOTS OR MORE WITH ALL LOTS ACCESSING EXISTING HALL COUNTY, GEORGIA ROADS, THEN STORMWATER MANAGEMENT IS REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 8.180.160)
 - ALL DRIVEWAYS MUST MEET HALL COUNTY DRIVEWAY REGULATIONS PER CODE § 12.40.
 - ALL LAND DISTURBANCES OVER ONE ACRE SHALL REQUIRE AN EROSION SEDIMENTATION POLLUTION CONTROL PLAN.

NOW OR FORMERLY
 HOMER DOUGLAS CAGLE
 JOAN ELLEN CAGLE
 DB 1724, PG 304
 SLIDE 112, PG 215A

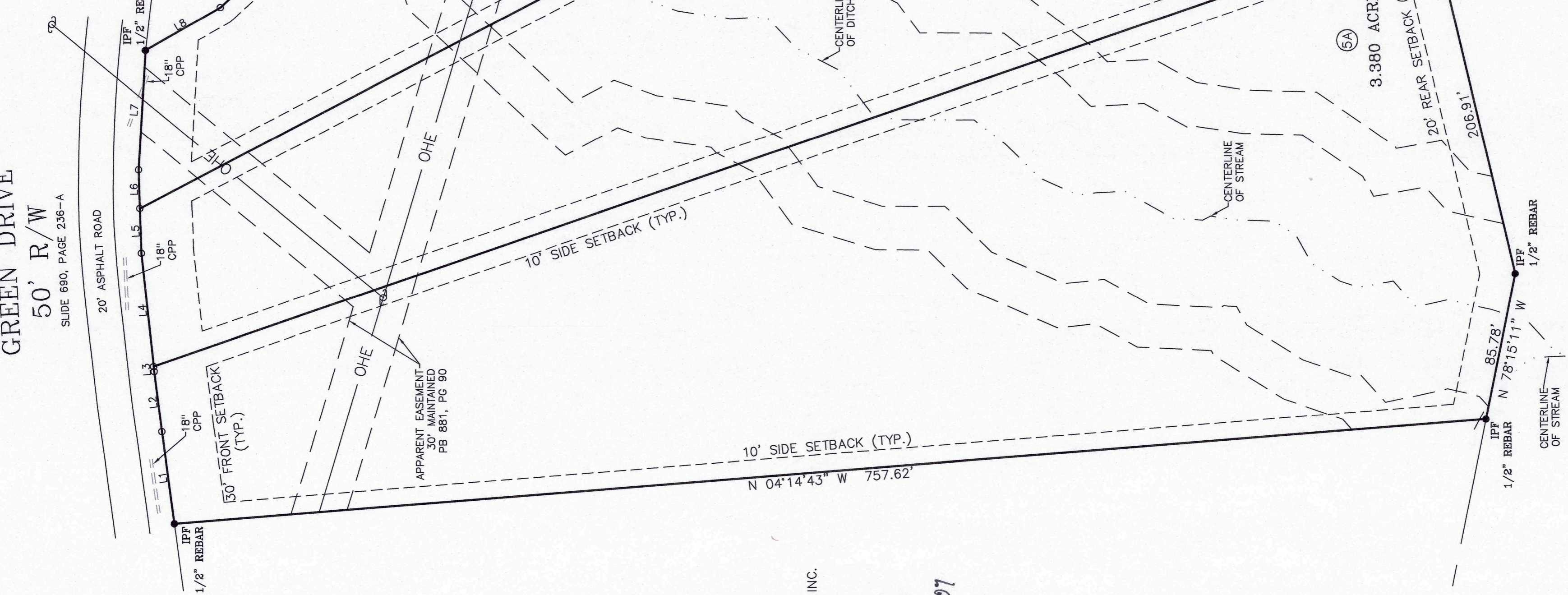
OLD FENCE IS
 PROPERTY LINE
 FENCE IS DOWN AND
 MISSING IN PLACES

SURVEYORS CERTIFICATION (HALL COUNTY)
 IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WE AS SURVEYORS HAVE CONDUCTED A FIELD SURVEY OF THE PROPERTY SHOWN HEREON AND UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE," AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN; AND THAT ALL RELEVANT REQUIREMENTS OF THE HALL COUNTY ZONING AND SUBDIVISION REGULATIONS HAVE BEEN MET.

WILLIAM P. GRESHAM GA RLS #2880 DATE _____
SURVEYORS CERTIFICATION (STATE OF GEORGIA)
 AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS SHALL BE THE SOLE RESPONSIBILITY OF THE PURCHASER OF THE PROPERTY. THIS PLAT AS TO INTENDED USE OF ANY PARCEL FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

WILLIAM P. GRESHAM GA RLS #2880

GREEN DRIVE
 50' R/W
 SLIDE 690, PAGE 236-A



REFERENCES:
 DEED BOOK 8896, PAGE 339
 DEED BOOK 8712, PAGE 132
 PLAT BOOK 881, PAGE 90
 SLIDE 690, PAGE 236-A

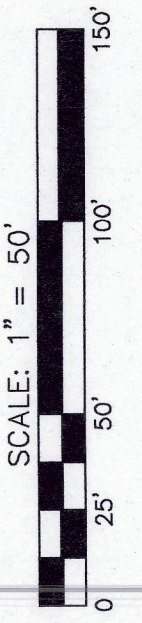
THIS BLOCK IS RESERVED FOR THE CLERK OF SUPERIOR COURT

- LEGEND**
- IPF
 - IP
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 - S/W
 - DR
 - DEED BOOK
 - PLAT BOOK
 - PAGE
 - CONCATENATED PLASTIC PIPE
 - POWER POLE
 - OVERHEAD ELECTRIC LINE
 - FENCE
 - IRON PIPE FOUND
 - OPEN TOP PIPE
 - OPEN BOTTOM PIPE
 - RIGHT-OF-WAY
 - DEED BOOK
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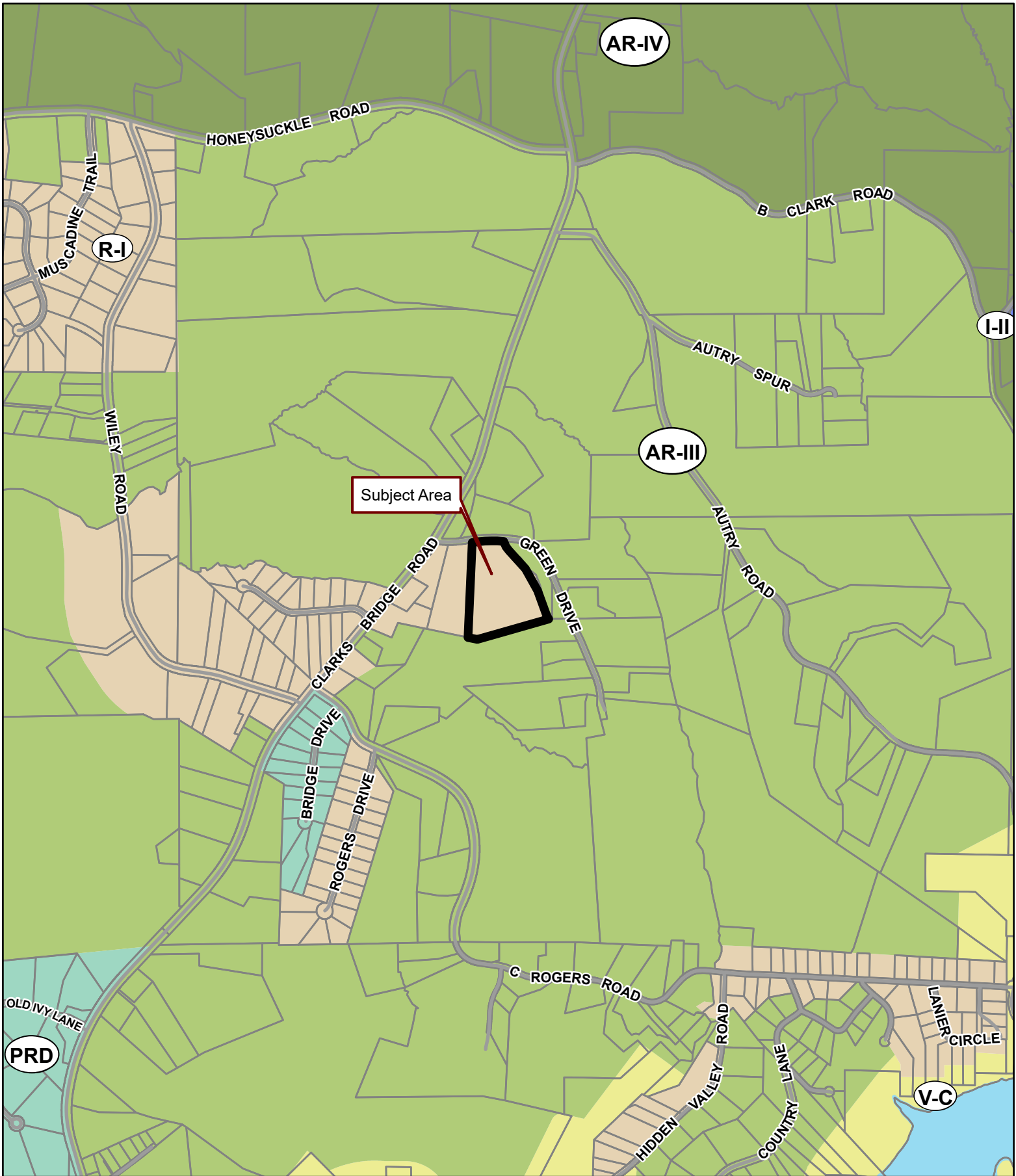
④
 NOW OR FORMERLY
 CHAO LI REAL ESTATE, INC.
 PB 881, PG 90
 Chao Li Li
 5291 Timberidge Rd
 Gainesville, GA 30507

NOW OR FORMERLY
 RAYMOND DUNAGAN
 LOUISE DUNAGAN
 DB 8127, PG 764
 PB 101, PG 80

OWNER INFORMATION:
 CHAO LI REAL ESTATE, INC.
 5291 TIMBERIDGE ROAD
 GAINESVILLE, GA 30507



- NOTES**
- A LEICA GS14 GNSS DUAL FREQUENCY RTK SYSTEM WAS USED IN THE COLLECTION OF THE POSITIONING/PLANIMETRIC DATA FOR THIS SURVEY. THE POSITIONING/PLANIMETRIC TOLERANCE FOR THE SURVEY IS 0.10' RELATIVE TO THE DATUM. THE POSITIONING/PLANIMETRIC FEATURES IS 0.10' RELATIVE TO THE DATUM. THE POSITIONING/PLANIMETRIC TOLERANCE WAS CALCULATED AT 95% CONFIDENCE LEVEL BASED ON 2-SIGMA STATISTICAL VALUE OF OBSERVATIONAL RESIDUALS.
 - THE BASIS OF BEARING FOR THIS PLAT IS THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83/2011). ALL DISTANCES SHOWN HEREON ARE GROUND (NOT GRID) DISTANCES, AND ARE U.S. SURVEY FEET AS DEFINED AS 39.37 INCHES = 1 METER.
 - VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVOD88). SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ADJUSTED DATUM.
 - THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
 - THIS SURVEY COMPLIES WITH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANnotated (2016), THAT 15-6-67 AS AMENDED BY CHAPTER 117 (2016), THAT SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.



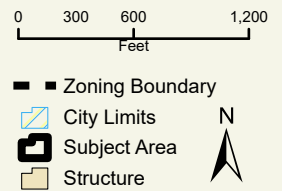
Applicant: LARRY POOLE

Tax Parcel #: 10156 000009 (PT.)

Location: 3922 GREEN DRIVE, GAINESVILLE, GA 30506

Commission District 3

PC Mtg. Date: 01/02/24



Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Tuesday, November 28, 2023 9:11 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Cc: Katie L. Greenway (CDI: Planning); Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 1.2.24

Please find Environmental Health comments below:

Item 1, 3428 Cagle Road, Bishop: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 3806 Chestatee Road, Kennedy: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. This plat is currently under review by the Hall County Plat Review Team and Environmental Health can approve the subdivision plat as currently proposed. Any reconfigurations of currently submitted plat due to other county department requirements will require further review; additional requirements/fees may apply and approval of changes/reconfigurations is not implied.

Item 3, 4732 Cool Springs Road, Palmer: 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. HPLT23-0245 has been created by the applicant; however, they have not submitted the plat for the Hall County Plat Review Team to review as of this date. The applicant was contacted on 11.17.23 to submit the plat for review in HPLT23-0245.

Item 4, 3922 Green Drive, Poole: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. This plat is currently under review by the Hall County Plat Review Team and Environmental Health can approve the subdivision plat of Lot 5 into 3 parcels as currently proposed. Any reconfigurations of currently submitted plat due to other county department requirements will require further review; additional requirements/fees may apply and approval of changes/reconfigurations is not implied.

Item 5, 5348 Channel Drive, Ratcliffe: 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. This plat is currently under review by the Hall County Plat Review Team and Environmental Health contacted the owner on May 5, 2023 concerning requirements to further process the plat for review.

Item 6, 6512 Misty Harbor Court: 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. This plat is currently under review by the Hall County Plat Review Team and Environmental Health contacted the applicant/surveyor on September 20, 2023 concerning requirements to further process the plat for review.

Item 7, 2955 Candler Road, Gilliam: 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 (phone)

emcgahee@hallcounty.org

<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)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Monday, December 4, 2023 11:44 AM
To: Anael Dominguez (CDI: Planning)
Subject: RE: Tentative Planning Agenda for January 2, 2024

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.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Monday, December 4, 2023 11:20 AM
To: Chavers, Veronica E <VChavers@dot.ga.gov>
Subject: FW: Tentative Planning Agenda for January 2, 2024

Good morning,
Did GDOT have any comments for the agenda below?

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org



From: Anael Dominguez (CDI: Planning)
Sent: Tuesday, November 21, 2023 12:10 PM
Subject: Tentative Planning Agenda for January 2, 2024

Good afternoon –

Here is the Tentative Agenda and Maps for the **Tuesday, January 2, 2024** 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, December 1st**. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – December 18, 2023

OLD BUSINESS

1. [3428 Cagle Road | Variance | from 17.240.010 to reduce the front yard setback from 55 feet from centerline of road to 40 feet from centerline of road | on a 0.57± acre parcel located on the south side of Cagle Road, approximately 810 feet from its intersection with Ridge Drive | Zoned R-I, Tax Parcel 09106A002019 | Proposed Use: residential addition | * Commission District 3 | Lee Bishop, applicant. No GDOT coordination required](#)

NEW BUSINESS

2. [3806 Chestatee Road | Variance | 16.50.040 to reduce the road frontage requirement from 90 feet to 50 feet | on a 13.28± acre tract located on the north side of Chestatee Road, at its intersection with Chestatee Cut Off | Zoned AR-III, Tax Parcel 10024 000045 | Proposed Use: 2-lot subdivision | * Commission District 2 | Mark Kennedy, applicant. No GDOT coordination required](#)
3. [4732 Cool Springs Road | Variance | 16.50.040 to reduce the road frontage requirement from 90 feet to 64 feet | on a 3.55± acre tract located on the north side of Cool Springs Road, approximately 383 feet from its intersection with Forest Boulevard | Zoned AR-III, Tax Parcel 10052 000004 | Proposed Use: 2-lot subdivision | * Commission District 2 | Mariana Palmer, applicant. No GDOT coordination required](#)
4. [3922 Green Drive | Rezone from R-I to AR-III | on a 8.83± acre tract located on the south side of the Green Drive, approximately 348 feet from its intersection with Clarks Bridge Road | Zoned R-I; Tax Parcel 10156 000009 \(pt.\) | Proposed Use: 3-lot subdivision | ** Commission District 3 | Larry Poole, applicant. GDOT coordination required for driveway access on Clarks Bridge Rd](#)
5. [5348 Channel Drive | Amend Conditions of Zoning | on a 17.60± acre tract located on the south side of Channel Drive, approximately 2,085 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15001C000007 | Proposed Use: 2-lot subdivision | ** Commission District 3 | Robert Ratcliffe, applicant. No GDOT coordination required](#)
6. [6512 Misty Harbor Court | Use Subject to County Commission Approval | 17.60.040.H Minor subdivisions | on a 7.14± acre tract on the east side of Misty Harbor Court, approximately 1,000 feet from its intersection with Misty Harbor Lane | Zoned R-I; Tax Parcel 08149 000002C | Proposed Use: 5-lot subdivision | ** Commission District 2 | Yunsoon Kim, applicant. No GDOT coordination required](#)
7. [2955 Candler Road | Use Subject to County Commission Approval | 17.170.020.13 Manufacture of cement, cement products, concrete, clay products, lime, gypsum, brick, tile or plaster of Paris | on a 33.46± tract on the east side of Candler Road, approximately 407 feet from its intersection with Dale Road | Zoned I-II; Tax Parcel 15025 000011 | Proposed Use: concrete plant | ** Commission District 3 | Steve Gilliam, applicant. GDOT coordination required for driveway access on Candler Rd](#)

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within five working days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, February 8, 2024** at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, February 8, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org



Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit <https://doas.ga.gov/human-resources-administration/human-trafficking-awareness>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.



Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development
From: Bill Nash, Director of Public Works and Utilities
Date: November 30, 2023
Subject: January 2, 2024 - 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 January 2, 2024 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. [3428 Cagle Road | Variance | from 17.240.010 to reduce the front yard setback from 55 feet from centerline of road to 40 feet from centerline of road | on a 0.57± acre parcel located on the south side of Cagle Road, approximately 810 feet from its intersection with Ridge Drive | Zoned R-I, Tax Parcel 09106A002019 | Proposed Use: residential addition | * Commission District 3 | Lee Bishop, applicant.](#)
 - a. **Engineering:** Show stream buffer and impervious setback from wretched vegetation not centerline of stream.
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

2. [3806 Chestatee Road | Variance | 16.50.040 to reduce the road frontage requirement from 90 feet to 50 feet | on a 13.28± acre tract located on the north side of Chestatee Road, at its intersection with Chestatee Cut Off | Zoned AR-III, Tax Parcel 10024 000045 | Proposed Use: 2-lot subdivision | * Commission District 2 | Mark Kennedy, applicant.](#)
 - a. **Engineering:** Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
Show FEMA and Hall County studied Flood plains that are present on site
 - b. **Traffic:** Driveway sight distance
 - c. **Utilities:** Hall County sewer- no connection within feasible distance

3. [4732 Cool Springs Road | Variance | 16.50.040 to reduce the road frontage requirement from 90 feet to 64 feet | on a 3.55± acre tract located on the north side of Cool Springs Road, approximately 383 feet from its intersection with Forest Boulevard | Zoned AR-III, Tax Parcel](#)

[10052 000004 | Proposed Use: 2-lot subdivision | * Commission District 2 | Mariana Palmer, applicant.](#)

- a. **Engineering:** No Comment
- b. **Traffic:** Driveway sight distance
- c. **Utilities:** No Comment

4. [3922 Green Drive | Rezone from R-I to AR-III | on a 8.83± acre tract located on the south side of the Green Drive, approximately 348 feet from its intersection with Clarks Bridge Road | Zoned R-I; Tax Parcel 10156 000009 \(pt.\) | Proposed Use: 3-lot subdivision | ** Commission District 3 | Larry Poole, applicant.](#)

- a. **Engineering:** Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
Show stream buffer and impervious setback from wretched vegetation not centerline of stream.
- b. **Traffic:** Driveway sight distance
- c. **Utilities:** Gainesville/ Hall sewer district- no sewer connection within feasible distance.

5. [5348 Channel Drive | Amend Conditions of Zoning | on a 17.60± acre tract located on the south side of Channel Drive, approximately 2,085 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15001C000007 | Proposed Use: 2-lot subdivision | ** Commission District 3 | Robert Ratcliffe, 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:** Driveway sight distance
- c. **Utilities:** Gainesville/ Hall sewer district: no sewer connection within feasible distance.

6. [6512 Misty Harbor Court | Use Subject to County Commission Approval | 17.60.040.H Minor subdivisions | on a 7.14± acre tract on the east side of Misty Harbor Court, approximately 1,000 feet from its intersection with Misty Harbor Lane | Zoned R-I; Tax Parcel 08149 000002C | Proposed Use: 5-lot subdivision | ** Commission District 2 | Yunsoon Kim, 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:** Flowery Branch sewer district

7. [2955 Candler Road | Use Subject to County Commission Approval | 17.170.020.13 Manufacture of cement, cement products, concrete, clay products, lime, gypsum, brick, tile or plaster of Paris | on a 33.46± tract on the east side of Candler Road, approximately 407 feet from its intersection with Dale Road | Zoned I-II; Tax Parcel 15025 000011 | Proposed Use: concrete plant | ** Commission District 3 | Steve Gilliam, applicant.](#)

- a. **Engineering:** Show FEMA and Hall County studied Flood plains that are present on site
- b. **Traffic:** Clarify how access to the parcel will be maintained. Will an easement be created through an adjacent parcel?
- c. **Utilities:** No Comment

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Friday, December 1, 2023 1:32 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning)
Subject: Fire Comments

Tuesday, January 2, 2024 Hall County Planning Commission Meeting.

1. [3922 Green Drive | Rezone from R-I to AR-III | on a 8.83± acre tract located on the south side of the Green Drive, approximately 348 feet from its intersection with Clarks Bridge Road | Zoned R-I; Tax Parcel 10156 000009 \(pt.\) | Proposed Use: 3-lot subdivision | ** Commission District 3 | Larry Poole, applicant.](#)

The Hall County Fire Marshal's Office has no comments as proposed.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org



ZONING NOTICE

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

APPLICANT: LARRY POOLE

REQUEST: REZONE FROM R-1 TO AR-III

FOR A 3-LOT SUBDIVISION

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: JAN 2, 2024

Time: 5:15 PM

COUNTY COMMISSION
Date: FEB 8, 2024

Time: 6:00 PM

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (02/05/24)
REPORT TO: Voting Meeting (02/08/24)
ITEM NO: 24/2024
SUBJECT: Approve the award of IFB #032-44 Replacement of Sidewalks in Chicopee Village for Public Works & Utilities to Tovar Construction Concrete Walls, LLC of Alto, GA, in the amount of \$63,444.00.

Meetings:

Work Session Date: 02/05/24

Voting Meeting Date: 02/08/24

Executive Summary:

Presenter: BN
Recommendation:
Approve

Purpose of Request:

Approve the award of IFB #032-44 Replacement of Sidewalks in Chicopee Village for Public Works & Utilities to Tovar Construction Concrete Walls, LLC of Alto, GA, in the amount of \$63,444.00.

History:

Road Maintenance previously contracted to cut and remove trees and grind stumps in Chicopee Village. The pre-existing tree root damage to the sidewalks created the need to repair sidewalks for the safety of the community.

Facts and Issues:

There are 1866 linear feet of sidewalks in Chicopee Village that have been removed by the Road Maintenance Department. The sidewalks in need of replacement should match the existing sidewalk approach. All of the sidewalks are 4ft (four feet) wide and 4" (four inches) deep with standard 3,000-psi (three thousand per square inch) mix.

Options:

| | |
|--|----------------------|
| Funding Requested | \$ 63,444.00 |
| Are funds within current budget? | Yes |
| Source of Funds | Development 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:

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

Attachments:

- Financial Supplement
- Contract
- Exhibit A
- Bid Tab
- Exhibit C - Cost Proposal Worksheet
- Chicopee Village Sidewalk Map



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

AGENDA ITEM 24/2024

Funds Requested: \$ 63,444.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Development Services

No

Funding Source Items:

| Fiscal Year | Fund | Division | Account | Amount |
|--------------------|-------------------------------|-----------------------|------------------------------|---------------|
| 2024 | 272-DEVELOPMENT SERVICES FUND | 4220-ROAD MAINTENANCE | 521000-PROFESSIONAL SERVICES | \$63,444.00 |

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JH

Phone: 678-725-3199



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 1/23/2024

To: Richard Higgins, Chairman, Board of Commissioners

From: Cheryl Wright, Buyer

Your signature is requested to execute the attached Contract

Bid/Contract No: # 032-44

Contract Name: Replacing Sidewalks in Chicopee Village

Department(s) Requesting Contract: Public Works & Utilities / Road Maintenance

Vendor Name: Tovar Construction Concrete Walls LLC.

Date of Next BOC Vote: 2/8/2024

- | | |
|--|-------------------------------|
| <input type="checkbox"/> Price Increase Requested | Percentage Increase: n/a |
| <input type="checkbox"/> Demand Service Contract | Previous Spend: \$0.00 |
| <input type="checkbox"/> Commodity Contract | Requested Amount: \$63,444.00 |
| <input checked="" type="checkbox"/> Service Contract | |

Comments:

There are 1866 linear feet of sidewalks in Chicopee Village that have been removed by the Road Maintenance Department. The sidewalks needing to be replaced should match the existing sidewalk approach. All of the sidewalks are 4ft (four feet) wide and 4" (four inches) deep with standard 3,000-psi (three thousand per square inch) mix.

A map is attached.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

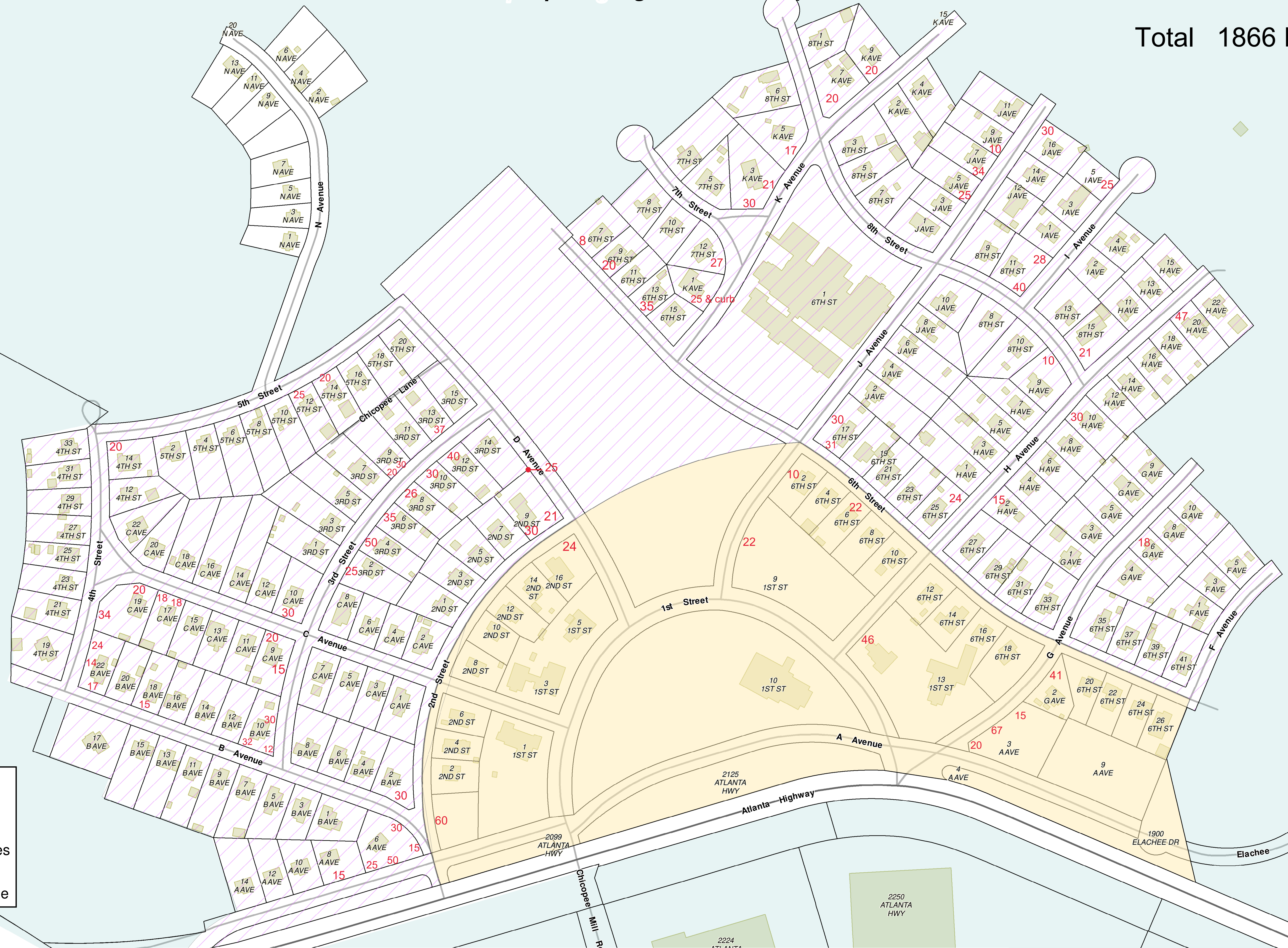
PRICE INCREASE DETAILS

Bid/Contract No: No previous Contract Number

Bid/Contract Name: No previous Contract Name

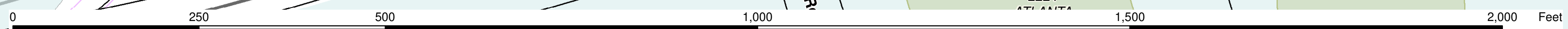
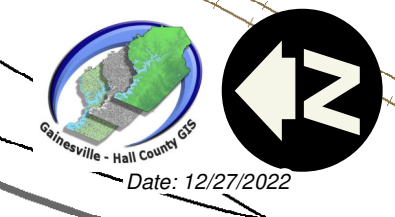
Attachment #001 Chicopee Village Sidewalk Map

Total 1866 Ft.



Legend

- Phase 1
- Later Phases
- Parcel Boundaries
- Structures
- City of Gainesville



Date: 12/27/2022



Hall County Government

FINANCIAL SERVICES

CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 032-44

For the provision of

Replacing Sidewalks in Chicopee Village

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #101 - INTRODUCTION

This Contract for Replacing Sidewalks in Chicopee Village (hereinafter "Services") as entered into on February 8, 2024, and with an Effective Date of February 8, 2024, is by and between; Hall County, Georgia, Board of Commissioners, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Tovar Construction Concrete Walls (Hereinafter "Contractor"), located at 113 Barbara Street, Alto, GA 30510. 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 # **032-44**, 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**. (If 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

Jimmy Hightower
Superintendent
Hall County Road Maintenance
1670 Barber Road
Gainesville, GA 30507
jhightower@hallcounty.org
Ph: (770) 531-6824

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

Jose Tovar
President
Tovar Construction Concrete Walls LLC
113 Barbara Street
Alto, GA 30510
Tovar.concrete.walls@gmail.com
(706) 206-2644

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:

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (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.

Print Company's Full Legal Name Below:

Tovar Construction Concrete Wall LLC
HALL COUNTY, GEORGIA

By: [Signature]
Print Name: Jose Tovar
Title: president

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

Date: _____

Sworn to and subscribed before me this

19 Day of January, 2024

Attestment: _____
County Clerk

Notary Public: [Signature]

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

Notary commission expires: 02/02/28

[Locus Sigilli – 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

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.

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Bid No: 032-44

Bid Name: Replacing Sidewalks in Chicopee Village

Date of Bid Submittal: 12-20-2023

Affirmation: Bidder affirms the following by affixing a wet signature in blue ink below:

"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: Tovar Construction Concrete Walls LLC

Bidder Signature: [Signature] Date: 12-20-2023

Print Name: Jose Tovar

Title: president

Print Name: Jose Tovar

Phone Number: 706-206-2644

Email Address: Tovar.concrete.walls@gmail.com

Physical Address: 113 Barbara St. Alto, Ga. 30510

Physical Address 2: _____

Unsigned bids 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

| SUMMATION OF BIDS RECEIVED | Chattahoochee Group | Vertical Earth | Multiplex, LLC | Tovar Construction Concrete Walls | HB&C |
|--|--|-----------------------|-----------------------|--|---------------------|
| IFB # 032-44 | | | | | |
| Replacing Sidewalks in Chicopee Village | Clermont, GA | Cumming, GA | Duluth, GA | Alto, GA | Buford, GA |
| | | | | | |
| Total Bid | No Bid | \$143,696.000 | \$121,290.000 | \$63,444.000 | \$82,495.860 |
| | | | | | |
| Road Maintenance Recommendation is | Tovar Construction Concrete Walls | | | | |
| | | | | | |
| BIDS MAILED: 26 (H) 4 | | | | | |
| BIDS RECEIVED: 5 (H) 0 No bids (1) | | | | | |
| DEPARTMENT: Road Maintenance | | | | | |
| Chicopee Village | | | | | |

ATTACHMENT #002

EXHIBIT C - Mandatory IFB #032-44

Mandatory Chicopee Village Sidewalk Cost Proposal Worksheet

Instructions: Fill in the price per linear foot for each line item address.

| Address (Left) | Footage of Sidewalk to be Repaired | Price per Linear Foot of Sidewalk Repair | Extended Totals |
|---|------------------------------------|--|---------------------|
| # 12 - 5th Street | 25 | | \$ 850 <u>OC</u> - |
| # 14 - 5th Street | 20 | | \$ 680 <u>OC</u> - |
| # 14 - 4th Street | 20 | | \$ 680 <u>OC</u> - |
| # 13 - 3rd Street | 37 | | \$ 1258 <u>OC</u> - |
| # 9 - 3rd Street | 30 | | \$ 1020 <u>OC</u> - |
| # 9 - 3rd Street | 20 | | \$ 680 <u>OC</u> - |
| # 12 - 3rd Street | 40 | | \$ 1360 <u>OC</u> - |
| # 10 - 3rd Street | 30 | | \$ 1020 <u>OC</u> - |
| # 8 3rd Street | 26 | | \$ 884 <u>OC</u> - |
| # 6 - 3rd Street | 35 | | \$ 1700 <u>OC</u> - |
| # 4 - 3rd Street | 50 | | \$ 1700 <u>OC</u> - |
| # 2 - 3rd Street | 25 | | \$ 850 <u>OC</u> - |
| D Avenue (Between # 14 - 3rd Street & # 9 - 2nd Street) | 25 | | \$ 850 <u>OC</u> - |
| # 9 - 2nd Street | 21 | | \$ 714 <u>OC</u> - |

ATTACHMENT #002

| Address (Left) | Footage of Sidewalk to be Repaired | Price per Foot of Sidewalk Repair | Extended Totals |
|-----------------------------------|------------------------------------|-----------------------------------|---------------------|
| # 9 - 2nd Street | 30 | | \$ 1020 <u>oc</u> - |
| # 16 - 2nd Street | 24 | | \$ 816 <u>oc</u> - |
| 2nd Street (Across From B Avenue) | 60 | | \$ 2040 <u>oc</u> - |
| # 2 - B Avenue | 30 | | \$ 1020 <u>oc</u> - |
| # 6 - A Avenue | 30 | | \$ 1020 <u>oc</u> - |
| # 6 - A Avenue | 15 | | \$ 510 <u>oc</u> - |
| # 6 - A Avenue | 50 | | \$ 1700 <u>oc</u> - |
| # 6 - A Avenue | 25 | | \$ 850 <u>oc</u> - |
| # 8 - A Avenue | 15 | | \$ 510 <u>oc</u> - |
| # 22 - B Avenue | 17 | | \$ 578 <u>oc</u> - |
| # 22 - B Avenue (on 4th Street) | 14 | | \$ 476 <u>oc</u> - |
| # 22 - B Avenue (on 4th Street) | 24 | | \$ 816 <u>oc</u> - |
| # 18 - B Avenue | 15 | | \$ 510 <u>oc</u> - |
| # 10 - B Avenue | 32 | | \$ 1088 <u>oc</u> - |
| # 10 - B Avenue | 12 | | \$ 408 <u>oc</u> - |
| # 10 - B Avenue (on 3rd Street) | 30 | | \$ 1020 <u>oc</u> - |

ATTACHMENT #002

| Address (Left) | Footage of Sidewalk to be Repaired | Price per Foot of Sidewalk Repair | Extended Totals |
|---------------------------------|------------------------------------|-----------------------------------|--------------------------------|
| # 9 - C Avenue (on 3rd Street) | 15 | | \$ 510 <u>OC</u> - |
| # 9 - C Avenue | 20 | | \$ 680 <u>OC</u> - |
| # 10 - C Avenue | 30 | | \$ 1020 <u>OC</u> - |
| # 17 - C Avenue | 18 | | \$ 612 <u>OC</u> - |
| # 17 - C Avenue | 18 | | \$ 612 <u>OC</u> - |
| # 19 - C Avenue | 20 | | \$ 680 <u>OC</u> - |
| # 19 - C Avenue (on 4th Street) | 34 | | \$ 1156 <u>OC</u> - |
| # 7 - 8th Street | 8 | | \$ 272 <u>OC</u> - |
| # 9 - 8th Street | 20 | | \$ 680 <u>OC</u> - |
| # 13 - 8th Street | 35 | | \$ 1190 <u>OC</u> - |
| # 1 - K Avenue & Curb | 25 | | \$ 850 <u>OC</u> - |
| # 12 - 7th Street | 27 | | \$ 918 <u>OC</u> - |
| # 3 - K Avenue (on 7th Street) | 30 | | \$ 1020 <u>OC</u> - |
| # 3 - K Avenue | 21 | | \$ 714 <u>OC</u> - |
| # 5 - K Avenue | 17 | | \$ 578 <u>OC</u> - |
| # 7 - K Avenue | 20 | | \$ 680 <u>OC</u> - |

ATTACHMENT #002

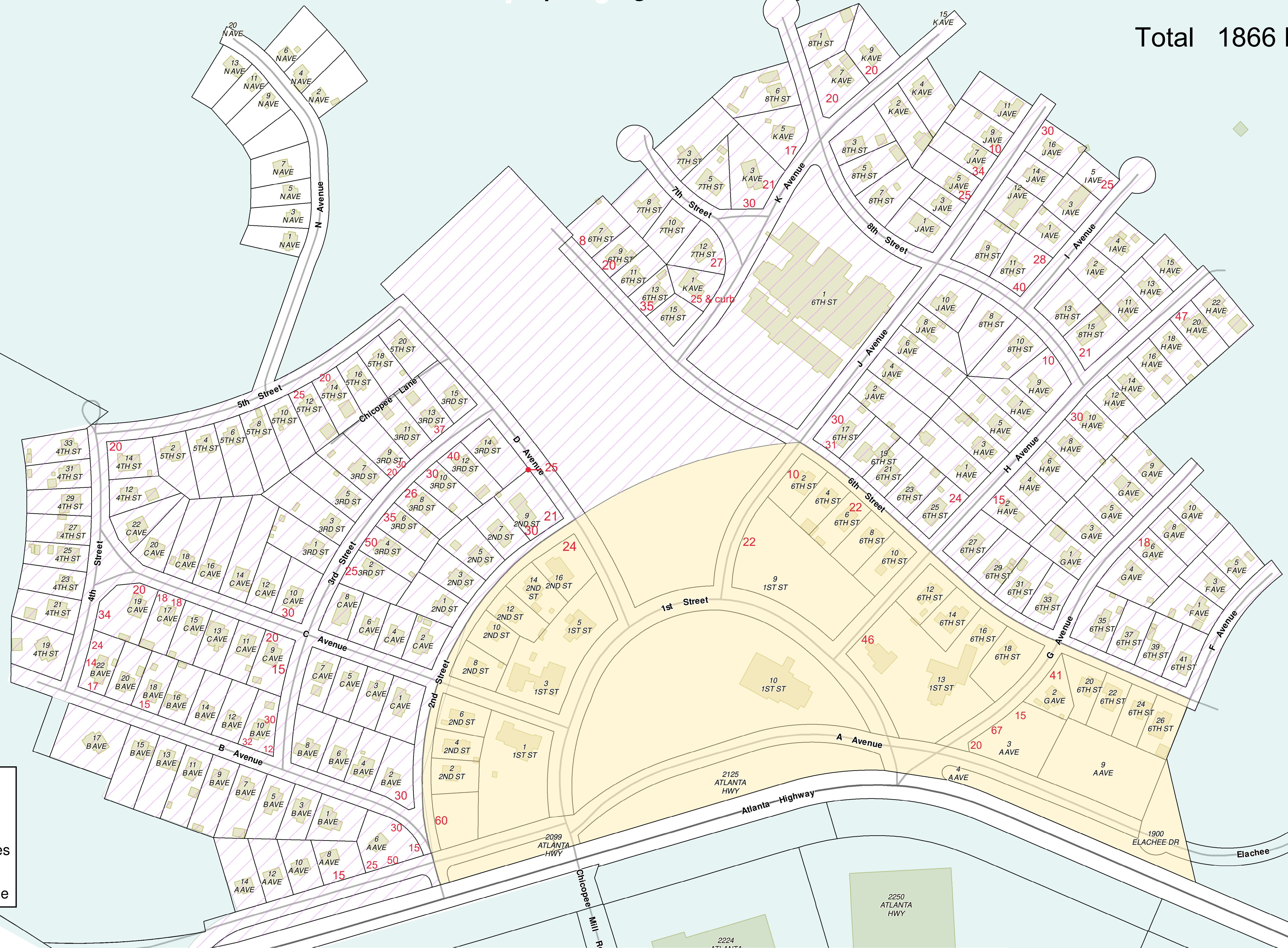
| Address (Left) | Footage of Sidewalk to be Repaired | Price per Foot of Sidewalk Repair | Extended Totals |
|---------------------------------|------------------------------------|-----------------------------------|-------------------------|
| # 9 - K Avenue | 20 | | \$ 680 ⁰⁰ - |
| # 5 - J Avenue | 25 | | \$ 850 ⁰⁰ - |
| # 7 - J Avenue | 34 | | \$ 1156 ⁰⁰ - |
| # 9 - J Avenue | 10 | | \$ 340 ⁰⁰ - |
| # 16 - J Avenue | 30 | | \$ 1020 ⁰⁰ - |
| # 17 - 6th Street (on J Avenue) | 30 | | \$ 1020 ⁰⁰ - |
| # 17 - 6th Street | 31 | | \$ 1054 ⁰⁰ - |
| # 2 - 6th Street | 10 | | \$ 340 ⁰⁰ - |
| # 6 - 6th Street | 22 | | \$ 748 ⁰⁰ - |
| # 9 - 1st Street (on J Avenue) | 22 | | \$ 748 ⁰⁰ - |
| # 25 - 6th Street | 24 | | \$ 816 ⁰⁰ - |
| # 2 - H Avenue | 15 | | \$ 510 ⁰⁰ - |
| # 30 - H Avenue | 30 | | \$ 1020 ⁰⁰ - |
| # 20 - H Avenue | 47 | | \$ 1598 ⁰⁰ - |
| # 9 - H Avenue (on 8th Street) | 10 | | \$ 340 ⁰⁰ - |
| # 15 - 8th Street | 21 | | \$ 714 ⁰⁰ - |

ATTACHMENT #002

| Address (Left) | Footage of Sidewalk to be Repaired | Price per Foot of Sidewalk Repair | Extended Totals |
|----------------------------------|------------------------------------|-----------------------------------|----------------------|
| # 11 - 8th Street | 40 | | \$ 1360 <u>00</u> - |
| # 11 - 8th Street (on I Avenue) | 28 | | \$ 952 <u>00</u> - |
| # 5 - I Avenue | 25 | | \$ 850 <u>00</u> - |
| # 13 - 1st Street (on H Avenue) | 46 | | \$ 1564 <u>00</u> - |
| # 3 - A Avenue (on G Avenue) | 20 | | \$ 680 <u>00</u> - |
| # 3 - A Avenue (on G Avenue) | 67 | | \$ 2278 <u>00</u> - |
| # 3 - A Avenue (on G Avenue) | 15 | | \$ 510 <u>00</u> - |
| # 2 - G Avenue | 41 | | \$ 1394 <u>00</u> - |
| # 6 - G Avenue | 18 | | \$ 612 <u>00</u> - |
| Total | 1866 | | \$ 63444 <u>00</u> - |

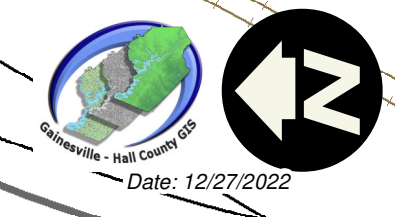
Attachment #001 Chicopee Village Sidewalk Map

Total 1866 Ft.



Legend

- Phase 1
- Later Phases
- Parcel Boundaries
- Structures
- City of Gainesville



0 250 500 1,000 1,500 2,000 Feet

Date: 12/27/2022



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (02/05/24)
REPORT TO: Voting Meeting (02/08/24)
ITEM NO: 29/2024
SUBJECT: Approve the sole source purchase of In-Lieu Fee Credits related to White Sulphur Road Realignment for Public Works & Utilities to Georgia-Alabama Land Trust, Inc. of Piedmont, AL. The estimated cost is \$733,760.00.

Meetings:

Work Session Date: 02/05/24

Voting Meeting Date: 02/08/24

Executive Summary:

Presenter: BN
Recommendation:
Approve.

Purpose of Request:
Approve the sole source purchase of In-Lieu Fee Credits related to White Sulphur Road Realignment for Public Works & Utilities to Georgia-Alabama Land Trust, Inc. of Piedmont, AL. The estimated cost is \$733,760.00.

History:

Facts and Issues:
The USACE 404 Permit documents the wetland and stream impacts that require the purchase of the following in-lieu fee credits for the following impacts 0.0046 acre (105 linear feet) of permanent impacts to Intermittent Streams, 0.0406 acres (374 linear feet) of permanent impacts to Perennial Stream and 0.1093 acre of permanent impacts to wetlands.

Options:

| | |
|--|---------------|
| Funding Requested | \$ 733,760.00 |
| Are funds within current budget? | Yes |
| Source of Funds | SPLOST VIII |
| Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? | Yes |
| Has it been reviewed by the County Attorney? | Yes |
| Is there a deadline for this item? | |

Approvals:

| | | | |
|-----------------|-----------------------|---------------|----------------|
| Submit | Approve | Budget | Finance |
| BN | BN | EW | WG |
| Attorney | Administration | Clerk | |
| WLI | CR | JR | |

Attachments:

Financial Supplement
NWP-14 Cover Letter Application
GALT In-lieu Fee Cost



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

AGENDA ITEM 29/2024

Funds Requested: \$ 733,760.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VIII

No

Funding Source Items:

| Fiscal Year | Fund | Division | Account | Amount |
|--------------------|-----------------|------------------|---------------------------|---------------|
| 2024 | 324-SPLOST VIII | 4971-ENGINEERING | 541400- INFRASTRUCTURE | \$733,760.00 |

Budget Transfer Items:

Additional Information/Comments:

Project Coding: VARRDIMP-4971-541400

Contact for Questions: BN

Phone:

770 531-6800



Volkert, Inc.
1720 Peachtree St. NW
Suite 405
Atlanta, GA 30309

November 15, 2023

Ed Johnson
U.S. Army Corps of Engineers
Savannah District, Regulatory Division
100 West Oglethorpe Avenue
Savannah, GA 31401-3604
Submittals Inbox: <cesas-rd-pi@usace.army.mil>
Attn: Shelby LeMaster, Biologist/Project Manager, Management Branch

Subject: Jurisdictional Waters of the US Delineation and Nationwide Permit 14 Pre-Construction Notification
White Sulphur Road Realignment (SAS-2023-00493)
Hall County, Georgia

Dear Mr. Ed Johnson,

Hall County is proposing the White Sulphur Road Realignment project, which would realign approximately 3,900 feet of White Sulphur Road in Hall County Georgia. The project is located within the Mossy Creek-Chattahoochee River watershed (HUC 0313000103) and the Upper North Oconee River watershed (HUC 0307010104), and the coordinates of the approximate project midpoint are 34.3527146, -83.7687225.

A total of three (3) aquatic resources are found within the project area: Intermittent Stream (IS) 1, Perennial Stream (PS) 2, and Wetland (WL) 3. This project would result in 0.0046 acre (105 linear feet) of permanent impacts to IS 1 and 0.0406 acre (374 linear feet) of permanent impacts to PS 2. Mitigation would be required for the above listed stream impacts. Mitigation would also be required for 0.1093 acre of permanent impacts to WL 3. Mitigation credits have not yet been purchased.

Enclosed is the Section 404 Nationwide Permit 14 Pre-Construction Notification with accompanying Jurisdictional Waters of the U.S. Delineation information for your review and processing. If you have any questions or need additional information, please contact consultant environmental lead Marie Njie at marie.njie@volkert.com or 678-650-6108.

Sincerely,

Abbas Eshagieh-Meybodi, P.E.
Consultant Design Manager

AE/sc

Enclosures

cc: Zach Propes, County Administrator (Hall County Government)
Bill Nash, Asst. Director of Public Works and Utilities (Hall County Government)
Sam Phillips, Consultant Project Manager (Rochester and Associates)
Marie Njie, Consultant Environmental Manager (Volkert)
Seth Carey, Consultant Ecologist (Volkert; seth.carey@volkert.com)

Nationwide Permit 14 Pre-construction Notification

U.S. Army Corps of Engineers (USACE)
NATIONWIDE PERMIT PRE-CONSTRUCTION NOTIFICATION (PCN)

For use of this form, see 33 CFR 330; the proponent agency is CECW-CO-R.

*Form Approved -
 OMB No. 0710-0003
 Expires: 08-31-2023*

DATA REQUIRED BY THE PRIVACY ACT OF 1974

Authority Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Regulatory Program of the Corps of Engineers (Corps); Final Rule 33 CFR 320-332.

Principal Purpose Information provided on this form will be used in evaluating the nationwide permit pre-construction notification.

Routine Uses This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of the agency coordination process.

Disclosure Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued.

The public reporting burden for this collection of information, 0710-0003, is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR RESPONSE TO THE ABOVE EMAIL.

One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see *sample drawings and/or instructions*) and be submitted to the district engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned.

(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)

| | | | |
|--------------------|----------------------|------------------|------------------------------|
| 1. APPLICATION NO. | 2. FIELD OFFICE CODE | 3. DATE RECEIVED | 4. DATE APPLICATION COMPLETE |
|--------------------|----------------------|------------------|------------------------------|

(ITEMS BELOW TO BE FILLED BY APPLICANT)

| | |
|---|--|
| <p>5. APPLICANT'S NAME</p> <p>First - Zach Middle - Last - Propes</p> <p>Company - Hall County Government</p> <p>Company Title - County Administrator</p> <p>E-mail Address - zpropes@hallcounty.org</p> | <p>8. AUTHORIZED AGENT'S NAME AND TITLE (<i>agent is not required</i>)</p> <p>First - Marie Middle - Last - Njie</p> <p>Company - Volkert Inc.</p> <p>E-mail Address - marie.njie@volkert.com</p> |
| <p>6. APPLICANT'S ADDRESS</p> <p>Address- 2875 Browns Bridge Rd</p> <p>City - Gainesville State - GA Zip - 30503 Country - USA</p> | <p>9. AGENT'S ADDRESS</p> <p>Address- 1720 Peachtree St NE, Suite 405</p> <p>City - Atlanta State - GA Zip - 30309 Country - USA</p> |
| <p>7. APPLICANT'S PHONE NOs. with AREA CODE</p> <p>a. Residence b. Business c. Fax d. Mobile</p> <p align="center">770-531-6800</p> | <p>10. AGENT'S PHONE NOs. with AREA CODE</p> <p>a. Residence b. Business c. Fax d. Mobile</p> <p align="center">678-650-6108</p> |

STATEMENT OF AUTHORIZATION

11. I hereby authorize, Marie Njie to act in my behalf as my agent in the processing of this nationwide permit pre-construction notification and to furnish, upon request, supplemental information in support of this nationwide permit pre-construction notification.

SIGNATURE OF APPLICANT

DATE

NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY

12. PROJECT NAME or TITLE (*see instructions*)
 White Sulphur Road Realignment

NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY

| | |
|---|---|
| 13. NAME OF WATERBODY, IF KNOWN <i>(if applicable)</i> | 14. PROPOSED ACTIVITY STREET ADDRESS <i>(if applicable)</i> |
| 15. LOCATION OF PROPOSED ACTIVITY <i>(see instructions)</i> Latitude °N Longitude °W 34.3527146 -83.7687227 | City: Gainesville State: GA Zip: 30501 |

16. OTHER LOCATION DESCRIPTIONS, IF KNOWN *(see instructions)*

State Tax Parcel ID _____ Municipality _____

Section _____ Township _____ Range _____

17. DIRECTIONS TO THE SITE
 Travel north on I-985 out of Gainesville for 3.5 miles. Turn left onto Howard Road, then turn right onto White Sulphur Road.

18. IDENTIFY THE SPECIFIC NATIONWIDE PERMIT(S) YOU PROPOSE TO USE
 Nationwide Permit 14

19. DESCRIPTION OF PROPOSED NATIONWIDE PERMIT ACTIVITY *(see instructions)*
 This project proposes the realignment of approximately 3,900 feet (ft) of White Sulphur Rd in Hall County, Georgia. The proposed project begins approximately 1,050 ft to the southwest of Sargent Rd and ends approximately 900 ft to the southeast of Cagle Rd. The total length of the project is approximately 0.85 mile. The project would also involve modifications to the existing roadways converging at the north end of the project to account for elimination of the railroad crossing near Cagle Rd. Cut-and-fill and easement for drainage would result in permanent discharge of fill impacts to 0.0976 acre (ac) of wetland area within Wetland (WL) 3 and 0.0117 ac of permanent clearing and grubbing impacts. Perennial Stream (PS) 2 would be diverted into a pipe and subject to discharge of fill impacts, resulting in 0.0406 ac [374 linear feet (LF)] of permanent impacts in a single crossing. PS 2 would also be subject to 0.0045 ac (31 LF) of temporary dewatering impacts. Intermittent Stream (IS) 1 would be subject to discharge of fill due to cut-and-fill, resulting in 0.0046 ac (105 LF) of permanent impacts in a single crossing.

20. DESCRIPTION OF PROPOSED MITIGATION MEASURES *(see instructions)*
 The proposed permanent discharge of fill impacts to IS 1 and PS 2 would require mitigation through the purchase of an anticipated 363.20 2018 stream credits (3,980.43 legacy stream credits). The proposed permanent discharge of fill and clearing impacts to WL 3 would require mitigation through the purchase of an anticipated 0.08 2018 wetland credits (0.64 legacy wetland credits).

Vertical geometry was restrained by maximum graded requirements for this project. Slopes in these areas were reduced to meet minimum requirements (2:1 slopes). Shoulder requirements were reduced to meet minimum Hall County and guardrail requirements. Impacts to WL 3 were minimized through the placement of orange barrier fencing to reduce impact limits. Fill limits were reduced to the maximum extent practicable to minimize impacts to resources.

21. PURPOSE OF NATIONWIDE PERMIT ACTIVITY *(Describe the reason or purpose of the project, see instructions)*
 This project would realign White Sulphur Rd such that two railway crossings would be eliminated, and a left turn lane would be added to provide a separate lane for traffic continuing northwest across the railroad tracks. The proposed changes would reduce traffic delays and improve safety as the current railway crossings cause backups with or without trains present due to drivers stopping. The roadway has had three fatalities since 2017. The Gateway Industrial Centre, a 518-acre industrial park, utilizes the roadway. The Port Authority estimated that 150,000 containers per year will be going from the facility along with 100-150 trucks per day. Mobility on this roadway is imperative to the economic success of the area.

22. QUANTITY OF WETLANDS, STREAMS, OR OTHER TYPES OF WATERS DIRECTLY AFFECTED BY PROPOSED NATIONWIDE PERMIT ACTIVITY *(see instructions)*

| | | |
|---|------------------------------|-----------------------------------|
| Acres | Linear Feet | Cubic Yards Dredged or Discharged |
| IS 1 - 0.0046, PS 2 - 0.0406 ac, WL 3 - 0.1093 ac | IS 1 - 105 LF, PS 2 - 374 LF | N/A |

Each PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site.

23. List any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. *(see instructions)*
 N/A

24. If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and requires pre-construction notification, explain how the compensatory mitigation requirement in paragraph (c) of general condition 23 will be satisfied, or explain why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required for the proposed activity.
The proposed 0.1093 acre of permanent impacts to WL 3 would require mitigation through the purchase of an anticipated 0.08 2018 wetland credits (0.64 legacy wetland credits).

25. Is any portion of the nationwide permit activity already complete? Yes No If Yes, describe the completed work:


26. List the name(s) of any species listed as endangered or threatened under the Endangered Species Act that might be affected by the proposed NWP activity or utilize the designated critical habitat that might be affected by the proposed NWP activity. (see instructions)
N/A

27. List any historic properties that have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic property or properties. (see instructions)
One historic property exists near the project but is outside of the construction limits. A history resource survey memo is included in Appendix 5. Per earlier communication with USACE, Hall County will be submitting a cultural resources radius survey under a separate cover.

28. For a proposed NWP activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, identify the Wild and Scenic River or the "study river":
N/A

29. If the proposed NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, have you submitted a written request for section 408 permission from the Corps district having jurisdiction over that project? Yes No
If "yes", please provide the date your request was submitted to the Corps district: N/A

30. If the terms of the NWP(s) you want to use require additional information to be included in the PCN, please include that information in this space or provide it on an additional sheet of paper marked Block 30. (see instructions)
Alternatives to this project were considered. In the "No Action" alternative, the County would not improve the roadway by eliminating two rail crossings and providing more efficient and quicker transportation to businesses along the roadway. The County would not meet a transportation need identified in the County's Comprehensive Plan and the Community Economic Development Plan of the Georgia Mountains Region. In the "Postponing the Action Pending Further Study" alternative, postponing would delay the desired improvements, delay addressing the community and business needs, and possibly increase costs. In the "Increase or Decrease Project Scope" alternative, a decrease would not meet the requests of the businesses or the community for the transportation route. An increase in scope would not be feasible at the time due to cost constraints to the County.

31. Pre-construction notification is hereby made for one or more nationwide permit(s) to authorize the work described in this notification. I certify that the information in this pre-construction notification is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.
 11/14/2023

| | | | |
|------------------------|------|--------------------|------|
| SIGNATURE OF APPLICANT | DATE | SIGNATURE OF AGENT | DATE |
| | | | |

The pre-construction notification must be signed by the person who desires to undertake the proposed activity (applicant) and, if the statement in Block 11 has been filled out and signed, the authorized agent.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

**Instructions for Preparing a
Department of the Army
Nationwide Permit (NWP) Pre-Construction Notification (PCN)**

Blocks 1 through 4. To be completed by the Corps of Engineers.

Block 5. Applicant's Name. Enter the name and the e-mail address of the responsible party or parties. If the responsible party is an agency, company, corporation, or other organization, indicate the name of the organization and responsible officer and title. If more than one party is associated with the preconstruction notification, please attach a sheet of paper with the necessary information marked Block 5.

Block 6. Address of Applicant. Please provide the full address of the party or parties responsible for the PCN. If more space is needed, attach an extra sheet of paper marked Block 6.

Block 7. Applicant's Telephone Number(s). Please provide the telephone number where you can usually be reached during normal business hours.

Blocks 8 through 11. To be completed, if you choose to have an agent.

Block 8. Authorized Agent's Name and Title. Indicate name of individual or agency, designated by you, to represent you in this process. An agent can be an attorney, builder, contractor, engineer, consultant, or any other person or organization. **Note:** An agent is not required.

Blocks 9 and 10. Agent's Address and Telephone Number. Please provide the complete mailing address of the agent, along with the telephone number where he / she can be reached during normal business hours.

Block 11. Statement of Authorization. To be completed by the applicant, if an agent is to be employed.

Block 12. Proposed Nationwide Permit Activity Name or Title. Please provide a name identifying the proposed NWP activity, e.g., Windward Marina, Rolling Hills Subdivision, or Smith Commercial Center.

Block 13. Name of Waterbody. Please provide the name (if it has a name) of any stream, lake, marsh, or other waterway to be directly impacted by the NWP activity. If it is a minor (no name) stream, identify the waterbody the minor stream enters.

Block 14. Proposed Activity Street Address. If the proposed NWP activity is located at a site having a street address (not a box number), please enter it in Block 14.

Block 15. Location of Proposed Activity. Enter the latitude and longitude of where the proposed NWP activity is located. Indicate whether the project location provided is the center of the project or whether the project location is provided as the latitude and longitude for each of the "corners" of the project area requiring evaluation. If there are multiple sites, please list the latitude and longitude of each site (center or corners) on a separate sheet of paper and mark as Block 15.

Block 16. Other Location Descriptions. If available, provide the Tax Parcel Identification number of the site, Section, Township, and Range of the site (if known), and / or local Municipality where the site is located.

Block 17. Directions to the Site. Provide directions to the site from a known location or landmark. Include highway and street numbers as well as names. Also provide distances from known locations and any other information that would assist in locating the site. You may also provide a description of the location of the proposed NWP activity, such as lot numbers, tract numbers, or you may choose to locate the proposed NWP activity site from a known point (such as the right descending bank of Smith Creek, one mile downstream from the Highway 14 bridge). If a large river or stream, include the river mile of the proposed NWP activity site if known. If there are multiple locations, please indicate directions to each location on a separate sheet of paper and mark as Block 17.

Block 18. Identify the Specific Nationwide Permit(s) You Propose to Use. List the number(s) of the Nationwide Permit(s) you want to use to authorize the proposed activity (e.g., NWP 29).

Block 19. Description of the Proposed Nationwide Permit Activity. Describe the proposed NWP activity, including the direct and indirect adverse environmental effects the activity would cause. The description of the proposed activity should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal. Identify the materials to be used in construction, as well as the methods by which the work is to be done.

Provide sketches when necessary to show that the proposed NWP activity complies with the terms of the applicable NWP(s). Sketches usually clarify the activity and result in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed NWP activity (e.g., a conceptual plan), but do not need to be detailed engineering plans.

The written descriptions and illustrations are an important part of the application. Please describe, in detail, what you wish to do. If more space is needed, attach an extra sheet of paper marked Block 19.

Block 20. Description of Proposed Mitigation Measures. Describe any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed NWP activity. The description of any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or additional mitigation measures.

Block 21. Purpose of Nationwide Permit Activity. Describe the purpose and need for the proposed NWP activity. What will it be used for and why? Also include a brief description of any related activities associated with the proposed project. Provide the approximate dates you plan to begin and complete all work.

Block 22. Quantity of Wetlands, Streams, or Other Types of Waters Directly Affected by the Proposed Nationwide Permit Activity. For discharges of dredged or fill material into waters of the United States, provide the amount of wetlands, streams, or other types of waters filled, flooded, excavated, or drained by the proposed NWP activity. For structures or work in navigable waters of the United States subject to Section 10 of the Rivers and Harbors Act of 1899, provide the amount of navigable waters filled, dredged, or occupied by one or more structures (e.g., aids to navigation, mooring buoys) by the proposed NWP activity.

For multiple NWPs, or for separate and distant crossings of waters of the United States authorized by NWPs 12 or 14, attach an extra sheet of paper marked Block 21 to provide the quantities of wetlands, streams, or other types of waters filled, flooded, excavated, or drained (or dredged or occupied by structures, if in waters subject to Section 10 of the Rivers and Harbors Act of 1899) for each NWP. For NWPs 12 and 14, include the amount of wetlands, streams, or other types of waters filled, flooded, excavated, or drained for each separate and distant crossing of waters or wetlands. If more space is needed, attach an extra sheet of paper marked Block 22.

Block 23. Identify Any Other Nationwide Permit(s), Regional General Permit(s), or Individual Permit(s) Used to Authorize Any Part of Proposed Activity or Any Related Activity. List any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. For linear projects, list other separate and distant crossings of waters and wetlands authorized by NWPs 12 or 14 that do not require PCNs. If more space is needed, attach an extra sheet of paper marked Block 23.

Block 24. Compensatory Mitigation Statement for Losses of Greater Than 1/10-Acre of Wetlands When Pre-Construction Notification is Required. Paragraph (c) of NWP general condition 23 requires compensatory mitigation at a minimum one-for-one replacement ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation is more environmentally appropriate or the adverse environmental effects of the proposed NWP activity are no more than minimal without compensatory mitigation, and provides an activity-specific waiver of this requirement. Describe the proposed compensatory mitigation for wetland losses greater than 1/10 acre, or provide an explanation of why the district engineer should not require wetland compensatory mitigation for the proposed NWP activity. If more space is needed, attach an extra sheet of paper marked Block 24.

Block 25. Is Any Portion of the Nationwide Permit Activity Already Complete? Describe any work that has already been completed for the NWP activity.

Block 26. List the Name(s) of Any Species Listed As Endangered or Threatened under the Endangered Species Act that Might be Affected by the Nationwide Permit Activity. If you are not a federal agency, and if any listed species or designated critical habitat might be affected or is in the vicinity of the proposed NWP activity, or if the proposed NWP activity is located in designated critical habitat, list the name(s) of those endangered or threatened species that might be affected by the proposed NWP activity or utilize the designated critical habitat that might be affected by the proposed NWP activity. If you are a Federal agency, and the proposed NWP activity requires a PCN, you must provide documentation demonstrating compliance with Section 7 of the Endangered Species Act.

Block 27. List Any Historic Properties that Have the Potential to be Affected by the Nationwide Permit Activity. If you are not a Federal agency, and if any historic properties have the potential to be affected by the proposed NWP activity, list the name(s) of those historic properties that have the potential to be affected by the proposed NWP activity. If you are a Federal agency, and the proposed NWP activity requires a PCN, you must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

Block 28. List the Wild and Scenic River or Congressionally Designated Study River if the Nationwide Permit Activity Would Occur in such a River. If the proposed NWP activity will occur in a river in the National Wild and Scenic River System or in a river officially designated by Congress as a "study river" under the Wild and Scenic Rivers Act, provide the name of the river. For a list of Wild and Scenic Rivers and study rivers, please visit <http://www.rivers.gov/>.

Block 29. Nationwide Permit Activities that also Require Permission from the Corps Under 33 U.S.C. 408. If the proposed NWP activity also requires permission from the Corps under 33 U.S.C. 408 because it will temporarily or permanently alter, occupy, or use a Corps federal authorized civil works project, indicate whether you have submitted a written request for section 408 permission from the Corps district having jurisdiction over that project.

Block 30. Other Information Required For Nationwide Permit Pre-Construction Notifications. The terms of some of the Nationwide Permits include additional information requirements for preconstruction notifications:

- * NWP 3, Maintenance –information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals.
- * NWP 31, Maintenance of Existing Flood Control Facilities –a description of the maintenance baseline and the dredged material disposal site.
- * NWP 33, Temporary Construction, Access, and Dewatering –a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions.
- * NWP 44, Mining Activities –if reclamation is required by other statutes, then a copy of the final reclamation plan must be submitted with the pre-construction notification.
- * NWP 45, Repair of Uplands Damaged by Discrete Events –documentation, such as a recent topographic survey or photographs, to justify the extent of the proposed restoration.
- * NWP 48, Commercial Shellfish Aquaculture Activities –(1) a map showing the boundaries of the project area, with latitude and longitude coordinates for each corner of the project area; (2) the name(s) of the species that will be cultivated during the period this NWP is in effect; (3) whether canopy predator nets will be used; (4) whether suspended cultivation techniques will be used; and (5) general water depths in the project area (a detailed survey is not required).
- * NWP 49, Coal Remining Activities –a document describing how the overall mining plan will result in a net increase in aquatic resource functions must be submitted to the district engineer and receive written authorization prior to commencing the activity.
- * NWP 50, Underground Coal Mining Activities –if reclamation is required by other statutes, then a copy of the reclamation plan must be submitted with the pre-construction notification.

If more space is needed, attach an extra sheet of paper marked Block 30.

Block 31. Signature of Applicant or Agent. The PCN must be signed by the person proposing to undertake the NWP activity, and if applicable, the authorized party (agent) that prepared the PCN. The signature of the person proposing to undertake the NWP activity shall be an affirmation that the party submitting the PCN possesses the requisite property rights to undertake the NWP activity (including compliance with special conditions, mitigation, etc.).

DELINEATION OF WETLANDS, OTHER SPECIAL AQUATIC SITES, AND OTHER WATERS

Each PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current wetland delineation manual and regional supplement published by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. The 45 day PCN review period will not start until the delineation is submitted or has been completed by the Corps.

DRAWINGS AND ILLUSTRATIONS

General Information.

Three types of illustrations are needed to properly depict the work to be undertaken. These illustrations or drawings are identified as a Vicinity Map, a Plan View or a Typical Cross-Section Map. Identify each illustration with a figure or attachment number. For linear projects (e.g. roads, subsurface utility lines, etc.) gradient drawings should also be included. Please submit one original, or good quality copy, of all drawings on 8½x11 inch plain white paper (electronic media may be substituted). Use the fewest number of sheets necessary for your drawings or illustrations. Each illustration should identify the project, the applicant, and the type of illustration (vicinity map, plan view, or cross-section). While illustrations need not be professional (many small, private project illustrations are prepared by hand), they should be clear, accurate, and contain all necessary information.

ADDITIONAL INFORMATION AND REQUIREMENTS

For proposed NWP activities that involve discharges into waters of the United States, water quality certification from the State, Tribe, or EPA must be obtained or waived (see NWP general condition 25). Some States, Tribes, or EPA have issued water quality certification for one or more NWPs. Please check the appropriate Corps district web site to see if water quality certification has already been issued for the NWP(s) you wish to use. For proposed NWP activities in coastal states, state Coastal Zone Management Act consistency concurrence must be obtained, or a presumption of concurrence must occur (see NWP general condition 26). Some States have issued Coastal Zone Management Act consistency concurrences for one or more NWPs. Please check the appropriate Corps district web site to see if Coastal Zone Management Act consistency concurrence has already been issued for the NWP(s) you wish to use.

White Sulphur Road Realignment Credit Information

| | | | |
|------------------------------------|-------------------------------------|---|------------------|
| <u>Req'd Stream Credits</u> | | <u>Estimated Stream Credit Cost</u> | |
| Non-Perennial: | 78.75 2018 Credits | Cost per Credit: | |
| | | 2018 Credits (In-Lieu Fee) | \$1,800 |
| Perennial Streams (<3 sq. mi.): | 284.45 2018 Credits | Total Cost: | |
| | | 2018 Credits (In-Lieu Fee) | \$653,760 |
| Total Stream Credits: | 363.2 2018 Credits | <u>Estimated Wetland Credit Cost</u> | |
| | | Estimate provided by Soque River Bank: | \$80,000 |
| | <u>Req'd Wetland Credits</u> | | |
| Riverine Wetlands: | 0.08 2018 Credits | <u>Total Estimated Credit Cost</u> | |
| | | | \$733,760 |

*We received statement of credit availability (SOCA) and cost estimate from Soque River Bank for wetland credits.



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (02/05/24)

REPORT TO: Voting Meeting (02/08/24)

ITEM NO: 673/2023

SUBJECT: Approve the purchase of Cartegraph Enterprise Asset Management Software for Public Works and Utilities from Carahsoft Technology Corp. of Reston, VA, in the amount of \$145,769.12.

Meetings:

Work Session Date: 02/05/24

Voting Meeting Date: 02/08/24

Executive Summary:

Presenter: BN

Recommendation:
Approve.

Purpose of Request:

Approve the purchase of Cartegraph Enterprise Asset Management Software for Public Works and Utilities from Carahsoft Technology Corp. of Reston, VA, in the amount of \$145,769.12.

History:

This GIS-based Asset management software will be used for road maintenance, road ratings, MS4, detention ponds, storm culverts, storm inlets, traffic signals, controls and signage inventory, maintenance, expense tracking, and work-order generation for these assets.

Previously, Tidemark had been used for some of the above assets, but it is not a GIS-based system, is no longer supported, and has security issues. This system is cloud-based and addresses those security concerns.

Facts and Issues:

Options:

Public Works does not have a true dedicated asset management program and has sourced one through NASPO ValuePoint, a cooperative purchasing program facilitating public procurement agreements. Carahsoft Technology Corp holds a contract as a software supplier with NASPO and markets OpenGov asset management as a cloud-based software solution. This agreement is for one (1) year.

The software integrates with the County's current financial system, Munis ERP.

Funding Requested \$ 145,769.12
Are funds within current budget? Yes
Source of Funds Capital Projects
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? 2023-11-27

Approvals:

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

Attachments:

- Financial Supplement
- End User Agreement
- Opengov Brochure
- Quote - 1 year



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

AGENDA ITEM 673/2023

Funds Requested: \$ 145,769.12

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital Projects

No

Funding Source Items:

| Fiscal Year | Fund | Division | Account | Amount |
|--------------------|------------------------------|------------------|----------------------------------|---------------|
| 2024 | 350-CAPITAL PROJECTS FUND | 4971-ENGINEERING | 542400-COMPUTERS AND SOFTWARE | \$145,769.12 |

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN

Phone: 770 531-6800



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 1/30/2024

To: Richard Higgins, Chairman, Board of Commissioners

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached OpenGov End User License Agreement. Legal has Approved as to Form.

Bid/Contract No: # 99999-SPD-T20190814-0001 State of Georgia, Department of Administrative Services, State Purchasing Division, Strategic Sourcing Unit, Convenience Statewide Contract for Cloud (Based) Solutions and Services, Cartegraph® is a product within OpenGov's product offerings that is marketed by an authorized value-added reseller, Carahsoft Technology Corp. through the national cooperative purchasing consortium NASPO ValuePoint. The current Contract term is August 14, 2029 – September 15, 2026.

Contract Name: Public Works Asset Management Software

Department(s) Requesting Contract: Public Works and Utilities

Vendor Name: Carahsoft Technology Corp.

Date of Next BOC Vote: 2/8/2024

- | | |
|--|---------------------------------|
| <input type="checkbox"/> Price Increase Requested | Percentage Increase: n/a |
| <input type="checkbox"/> Demand Service Contract | Previous Spend: n/a |
| <input type="checkbox"/> Commodity Contract | Requested Amount: \$145,769.12. |
| <input checked="" type="checkbox"/> Service Contract | |

Comments:

The objective of the Cloud Solutions and Services Statewide Contract is to provide entities like Hall County, Georgia, with high quality cloud-based service providers that have the ability to provide a menu of cloud solutions offerings that will ultimately increase technology overall efficiency, reduce costs, improve operational scalability, provide business continuity, increase collaboration efficiencies, and allow for expanded flexibility in work practices and system improvements.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

PRICE INCREASE DETAILS

Bid/Contract No: No previous Contract Number

Bid/Contract Name: Public Works Asset Management Software

OpenGov End User License Agreement

This End User License Agreement (this "Agreement") is made between OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer listed on the signature block below ("Customer"). Customer is purchasing OpenGov services through an authorized reseller ("Reseller"). This Agreement, which takes effect on the date of the last signature below ("Effective Date"), sets forth the terms under which Customer may use OpenGov's hosted software services.

1. Definitions

- 1.1. "Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. "Documentation" means materials produced by OpenGov that provide information about OpenGov's software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at opengov.zendesk.com.
- 1.3. "Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. "Order Form" means the document used between the Reseller and the Customer to purchase specified OpenGov services.
- 1.5. "Party" (or "Parties") refers to OpenGov and/or Customer. For the avoidance of doubt, Reseller is not a Party to this Agreement.
- 1.6. "Subscription Term" means the period from the start date of the Software Services specified on the first Order Form to the last end date of the Software Services specified on any Order Form.

2. Software Services, Support, and Professional Services

- 2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form ("Software Services").
- 2.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and

this Agreement.

- 2.3. Professional Services. If OpenGov or its authorized independent contractors provides professional services to Customer through Reseller, such as implementation services, then OpenGov will specify the professional services ("Professional Services") in an applicable statement of work ("SOW"). Unless otherwise specified in a SOW, any pre-paid professional services must be utilized within one year from the Effective Date.

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Subscription Term to use the Software Services.
- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales, marketing, business development, product enhancement, customer service,

and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

- 4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Subscription Term, excluding during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.
- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing Party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either Party; (e) information that was rightfully received by a Party from a third Party without restriction on use or disclosure; or (f) information independently developed by the receiving Party without access to the disclosing Party's Confidential Information.
- 5.3. Each Party agrees to obtain prior written consent before disclosing any of the other Party's Confidential Information. Each Party further agrees to use the other's Confidential Information only in connection with this Agreement. Each Party further agrees to protect the other Party's Confidential Information using the measures that it

employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a Party is required to disclose Confidential Information by law or court order, they must notify the other Party in writing before making the disclosure to give the other Party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. **Subscription Term.** This Agreement commences when the Parties execute this Agreement and continues until the last end date of the Software Services specified on the Order Form, unless sooner terminated pursuant to Section 6.3.
- 6.2. **Renewal.** This Agreement will renew if Customer enters another Order Form for the Software Services and/or additional Professional Services before the end of the Subscription Term.
- 6.3. **Termination.** If either Party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching Party the non-breaching Party may terminate this Agreement. Neither Party shall have the right to terminate this Agreement early without a legally valid cause.
- 6.4. **Effect of Termination.** Upon termination of this Agreement pursuant to Section 6.1, 6.2, or 6.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each Party shall (at the other Party's option) return or delete any of the other Party's Confidential Information in its possession.

7. Payment of Fees

- 7.1. Fees for Software Services are due at the beginning of each year of the Subscription Term, and Customer must timely pay all applicable fees to Reseller to avoid interruption of the Software Services. Fees for Professional Services are due in advance, unless indicated otherwise in the Order Form.

8. Representations and Warranties; Disclaimer

- 8.1. By OpenGov.
 - 8.1.1. **General Warranty.** OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
 - 8.1.2. **Professional Services Warranty.** OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov

within 90 days of performance of such work to receive such warranty remedies.

- 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the subscription start date specified in the Order Form, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Subscription Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services to the Reseller.
- 8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.
- 8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

- 9.1. By Type. NEITHER OPENGOV NOR CUSTOMER, NOR THEIR SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID FOR THE SOFTWARE SERVICES UNDER THE APPLICABLE ORDER FORM IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

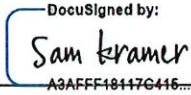
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each Party accepts liability to the other for: (a) claims based on either Party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either Party and (c) either Party's infringement of the other Party's Intellectual Property Rights.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.


10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes for OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. However, for notices, including legal notices, required by the Agreement (in sections where the word "notice" appears) the Parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The Parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The Parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a Party's intellectual property may result in serious and irreparable injury to the aggrieved Party for which damages may not adequately compensate the aggrieved Party. The Parties agree, therefore, that, in addition to any other remedy that the aggrieved Party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither Party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the Party delayed or prevented from performing.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

- 10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of the Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of the Customer's jurisdiction.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

Signature page to follow.

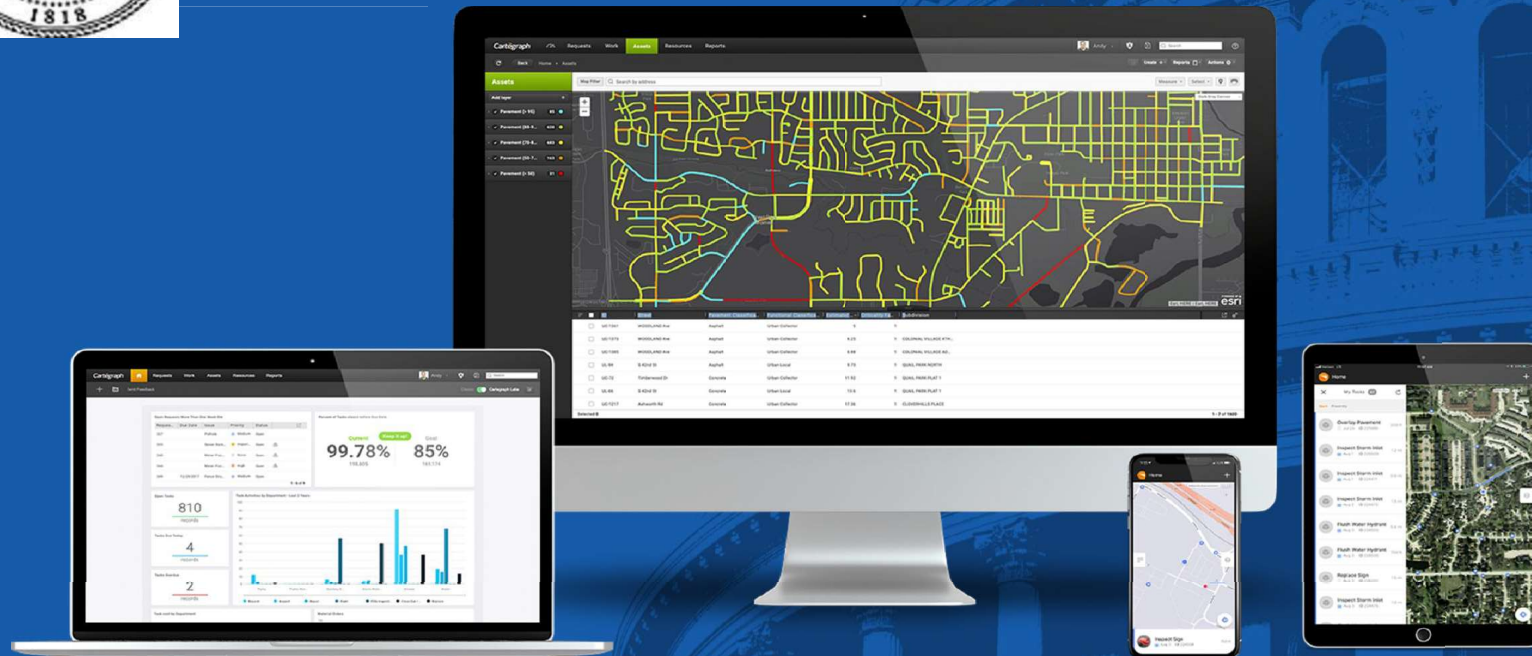
| Signatures | |
|--|---|
| Customer: <u>County of Hall, GA</u> | OpenGov, Inc. |
| Signature: _____ | Signature:  _____ <small>A3AFF18117C416...</small> |
| Name: _____ | Name: <u>Sam Kramer</u> |
| Title: _____ | Title: <u>VP, Finance</u> |
| Date: _____ | Date: <u>11/22/2023</u> |

APPROVED AS TO FORM

William J. Linkous III, County Attorney



Optimize Every Asset

Indoor. Outdoor. Above. Below



Powering More Effective and Accountable Government

OpenGov Cloud



BUDGETING & PLANNING



PROCUREMENT



FINANCIALS

Cartegraph



**ASSET
MANAGEMENT**

Asset Management
Work Management
Resource Management
Infrastructure Planning



**PERMITTING
& LICENSING**



REPORTING & TRANSPARENCY



Why OpenGov? The Safe & Trusted Partner

- 20 Partners in the state of Georgia
- Proven & Successful Implementation from Cobb, Clayton, and Glynn County
- Purpose-Built, Government-Only Company
- Enterprise Asset Management team with 25 years of experience
- 1 of 5 Technology Suites Offered as Part of the OpenGov ERP Cloud
- Intradepartmental and Cross-Departmental expansion of OpenGov
- **Mature Professional Services Department Built w/ Former Government Employees and OpenGov Partners | Expertise w/ Change Management**
- Best in Class Support



Why OpenGov? Customer Success

Your Advocate within OpenGov



Point of Contact

We schedule regular communications to build a strong partnership



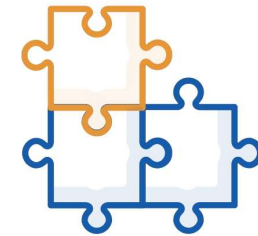
Product Updates

Point of contact to learn about new solutions and roadmap developments



Value Realization

Source for best practices and training resources



Future Services

Advise when Professional Services might help you realize additional value



Why OpenGov? The Resource Center

Visit support.cartegraph.com

Resources

Access to informative articles, announcements, webinars, and release notes.

My Activities

Track your tickets and/or your organization's tickets.

Submit a Request

File a support ticket if you need help or have a question

Ideas and Roadmap

Submit product ideas and check out new features that we're building!

The screenshot shows the OpenGov Resource Center interface. At the top, there is a dark blue header with the OpenGov logo and 'Resource Center' on the left, and 'Community Rebecca Rosengarten' on the right. Below the header, the main content area has a dark blue background with the text 'How can we help?' and a search bar. Underneath, there are three white cards: 'My Activities' (with a calendar icon), 'Submit a request' (with a question mark icon), and 'Ideas and Roadmap' (with a lightbulb icon). Each card contains a brief description of the service. In the bottom right corner, there is a blue button with a question mark icon and the text 'Support'.

PRICE QUOTATION
CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARASOFT.COM | SALES@CARASOFT.COM



TO: Tammie Croy
Hall County, GA
GA USA

FROM: Heather Castellanos
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: tcroy@hallcounty.org

EMAIL: Heather.Castellanos@carahsoft.com

PHONE: (770) 531-6800

PHONE: (571) 662-3750

TERMS: Contract Number: 99999-SPD-T20190814-0001
NASPO Master Contract Number: AR2472
Contract Term: 08/14/2019 to 09/15/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 41850988
QUOTE DATE: 11/16/2023
QUOTE EXPIRES: 02/28/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$145,769.12
TOTAL QUOTE: \$145,769.12

| LINE NO. | PART NO. | DESCRIPTION | COOP | QUOTE PRICE | QTY | EXTENDED PRICE |
|------------------|----------------------------|--|-------------|-------------|----------|---------------------|
| TERM 1 | | | | | | |
| 1 | OG-TWAQ-B300500M-AR-1Y-491 | Asset Management - Between \$300-500 Million - 1Y OpenGov, Inc. - OG-TWAQ-B300500M-AR-1Y Start Date: 03/01/2024 End Date: 02/28/2025 | \$80,850.00 | \$48,999.19 | COOP 1 | \$48,999.19 |
| 2 | OG-TWAS-B300500M-AR-3Y-491 | Asset Builder - Between \$300-500 Million - 3Y OpenGov, Inc. - OG-TWAS-B300500M-AR-3Y Start Date: 03/01/2024 End Date: 02/28/2025 | \$11,025.00 | \$4,409.94 | COOP 1 | \$4,409.94 |
| 3 | OG-TWBA-B300500M-AR-3Y-491 | Signal Domain - Between \$300-500 Million - 3Y OpenGov, Inc. - OG-TWBA-B300500M-AR-3Y Start Date: 03/01/2024 End Date: 02/28/2025 | \$66,150.00 | \$9,799.83 | COOP 1 | \$9,799.83 |
| 4 | OG-TWBC-B300500M-AR-3Y-491 | Transportation Domain - Between \$300-500 Million - 3Y OpenGov, Inc. - OG-TWBC-B300500M-AR-3Y Start Date: 03/01/2024 End Date: 02/28/2025 | \$74,419.24 | \$17,149.72 | COOP 1 | \$17,149.72 |
| 5 | OG-TWBB-B300500M-AR-3Y-491 | Stormwater Domain - Between \$300-500 Million - 3Y OpenGov, Inc. - OG-TWBB-B300500M-AR-3Y Start Date: 03/01/2024 End Date: 02/28/2025 | \$68,906.74 | \$12,249.79 | COOP 1 | \$12,249.79 |
| 6 | OG-PSBG-B300500M-OT-0Y-491 | Professional Services Deployment - Prepaid - Between \$300-500 Million - 0Y OpenGov, Inc. - OG-PSBG-B300500M-OT-0Y Start Date: 03/01/2024 End Date: 02/28/2025 | \$294.00 | \$205.79 | COOP 235 | \$48,360.65 |
| 7 | OG-Travel-Expense-Reimb | OpenGov - designed for reimbursable travel expenditures. **Estimate expense OpenGov, Inc. - OG-Travel-Expense-Reimb Start Date: 03/01/2024 End Date: 02/28/2025 | | \$4,800.00 | OM 1 | \$4,800.00 |
| SUBTOTAL: | | | | | | \$145,769.12 |

PRICE QUOTATION
CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARASOFT.COM | SALES@CARASOFT.COM



| | |
|---------------------|---------------------|
| TOTAL PRICE: | \$145,769.12 |
| TOTAL QUOTE: | \$145,769.12 |

Billing Frequency: Annually in Advance

Opengov Terms of Service

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Customer's use of the OpenGov services is pursuant to the OpenGov End User License Agreement set forth at <https://opengov.com/terms-of-service/end-user-license-agreement/>

****PLEASE NOTE****

Please be sure to include any applicable contract numbers on your purchase order, as well as, all billing and shipping emails and mailing addresses to ensure your order can be processed in a timely manner.

For orders that may be subject to taxes, please provide the end user's mailing address so the correct tax rate, if any, can be applied.



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (02/05/24)

REPORT TO: Voting Meeting (02/08/24)

ITEM NO: 15/2024

SUBJECT: Approval and authorization for the Chairman to execute a quit-claim deed to Angela Hiers with regard to the Sardis Road Connector Project, Parcel 56, Hall County tax parcel number 10082 000084, 4016 Ledan Extension and authorization for the Chairman to execute any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 02/05/24

Voting Meeting Date: 02/08/24

Executive Summary:

Presenter: BN
Recommendation: Approve.

Purpose of Request:

Approval and authorization for the Chairman to execute a quitclaim deed to Angela Hiers, pursuant to a negotiated settlement, whereby Ms. Heirs will acquire a small portion of real property in exchange for conveying rights to the County for purposes of establishing an easement for the Sardis Road Connector Project Project No. STP00-0003-00(626), P.I. # 0003626, Parcel 56, Hall County tax parcel number 10082 000084, 4016 Ledan Ext., Gainesville, GA 30506, and to execute any and all additional documents necessary to convey that certain portion of land to Ms. Hiers.

History:

The County needed a portion of Parcel 56, known as 4016 Ledan Ext., Gainesville, GA 30506, to obtain temporary and permanent easements for the Sardis Road Connector Project. While negotiating the taking of the required portion of Parcel 56, a parcel that abuts the Sardis Road roundabout, the property owner, Angela Hiers, requested a relocation of her driveway. Ms. Hiers had some concerns about her ability to safely enter and exit the driveway due to its close proximity to the roundabout. In order to relocate her driveway and in exchange for the necessary easements for the Sardis Road Connector Project, the County agreed to convey a small, 0.01 acre portion of land that abuts Ms. Hiers existing property for the purpose of the driveway.

Facts and Issues:

Options:

County representatives negotiated a settlement in lieu of condemnation in order to obtain permanent and temporary easements over certain property owned by Angela Hiers and Bethel Tabernacle. Ms. Hiers requested title to property adjacent to hers in order to relocate her driveway as a result of the Sardis Road Connector Project. The property the County shall convey equals 418.98 square feet or 0.01 acre.

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

Approvals:

| | | | |
|-----------------|-----------------------|---------------|----------------|
| Submit | Approve | Budget | Finance |
| JG | BN | TS | WG |
| Attorney | Administration | | Clerk |
| WLI | CR | | JR |

Attachments:

HC to Hiers QCD
 Angela Hiers QCD
 Bethel QCD



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

AGENDA ITEM 15/2024

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: JG

Phone: 770 531-6800

After recording, return to:
WHITNEY S. BROWN
STEWART, MELVIN & FROST, LLP
P. O. BOX 3280
GAINESVILLE, GEORGIA 30503

QUIT-CLAIM DEED

STATE OF GEORGIA
COUNTY OF HALL

THIS INDENTURE, made the ____ day of _____ in the year Two Thousand and Twenty-Four, between **HALL COUNTY, GEORGIA** as party or parties of the first part, hereinafter called Grantor, and **ANGELA HIERS**, 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 ONE AND NO/100 DOLLAR (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release and forever quit-claim to Grantee all the right, title, interest, claim or demand which the Grantor has or may have had in and to the following described real property, to wit:

All that tract or parcel of land lying and being more particularly described on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed the day and year above written.

Signed, sealed and delivered in presence of:

HALL COUNTY, GEORGIA

Witness (SEAL)

RICHARD HIGGINS, CHAIRMAN,
HALL COUNTY BOARD OF
COMMISSIONERS

Notary Public (SEAL)

My Commission Expires: _____
(Affix Notary Seal)

JENNIFER RIVERA, CLERK
HALL COUNTY BOARD OF
COMMISSIONERS

(SEAL)

EXHIBIT "A"

STATE OF GEORGIA
COUNTY OF HALL

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 059R

All that tract or parcel of land lying and being in Land Lot 82 of the 10th District, Hall County, Georgia and being more particularly described as follows:

Beginning at a point on the northern right of way of Ledan Extension Road, said right of way being 80 feet in width, said point also lying 114.29 feet left of station 90+78.05 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 12/08/2022;

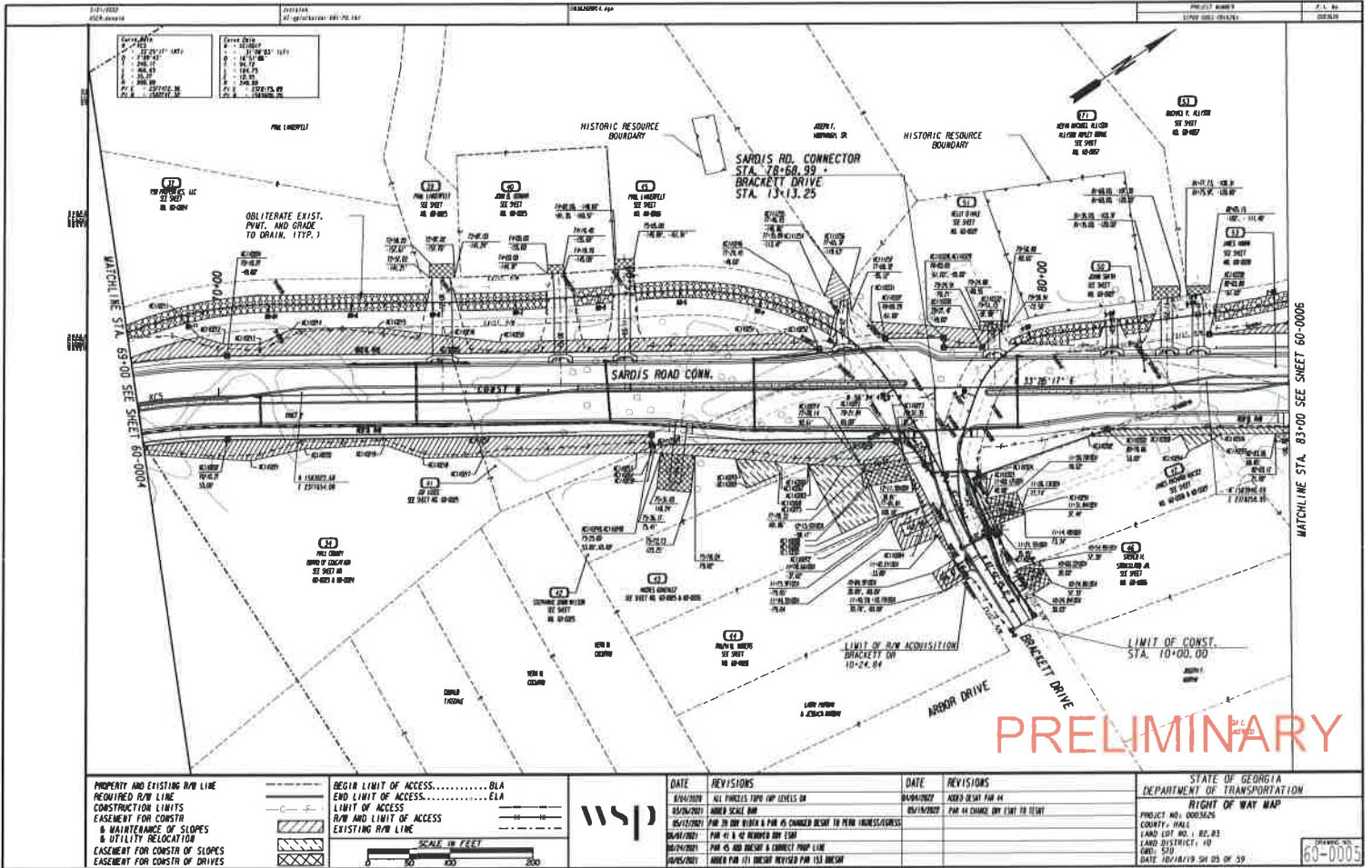
Thence North 67°15'19.2" East a distance of 18.69 feet to a point 110.53 feet left of station 90+93.63;

Thence South 85°28'56.8" East a distance of 100.02 feet to a point 54.13 feet left of station 91+66.95;

Thence North 89°35'15.8" West a distance of 117.03 feet to the POINT OF BEGINNING.

Said tract contains 418.98 square feet or 0.010 acre per the aforementioned right of way plans, also attached hereto as "EXHIBIT B".

EXHIBIT "B"



| | |
|--|-------------|
| PROPERTY AND EXISTING R/W LINE | --- -- |
| REQUIRED R/W LINE | — — — — |
| CONSTRUCTION LIMITS | — · — · — · |
| EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES & UTILITY RELOCATION | ▨ ▨ ▨ ▨ |
| EASEMENT FOR CONSTR OF SLOPES | ▩ ▩ ▩ ▩ |
| EASEMENT FOR CONSTR OF DRIVES | ▧ ▧ ▧ ▧ |

| | |
|-------------------------------|-------------|
| BEGIN LIMIT OF ACCESS.....BLA | — · — · — · |
| END LIMIT OF ACCESS.....ELA | — · — · — · |
| LIMIT OF ACCESS | — — — — |
| R/W AND LIMIT OF ACCESS | — · — · — · |
| EXISTING R/W LINE | — — — — |



| DATE | REVISIONS |
|------------|--|
| 03/24/2009 | ALL PROFILES TYPED UP LEVELS ON |
| 03/26/2009 | ADDED SCALE BAR |
| 06/15/2009 | PAR 30 TO 300 BUBBLED & PAR 43 CHANGED BEHIND TO PERM INGRESS/EGRESS |
| 06/24/2009 | PAR 43 & 42 REORDERED ONLY LINE |
| 06/24/2009 | PAR 43 AND 42 REORDER & CORRECT PROP. LINE |
| 06/25/2009 | ADDED PAR 171 INSTEAD REVISED PAR 153 BUBBLED |

| DATE | REVISIONS |
|------------|-------------------------------------|
| 06/24/2007 | ADDED BEHIND PAR 44 |
| 06/24/2007 | PAR 44 CHANGED FROM LIMIT TO BEHIND |

| |
|--|
| STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION |
| RIGHT OF WAY MAP |
| PROJECT NO. 00003626 |
| COUNTY: HALL |
| LAND LOT NO. 1, 82, 83 |
| LAND DISTRICT: 40 |
| DATE: 10/18/19 5:41:05 PM '09 |

60-0005

EXHIBIT "B"

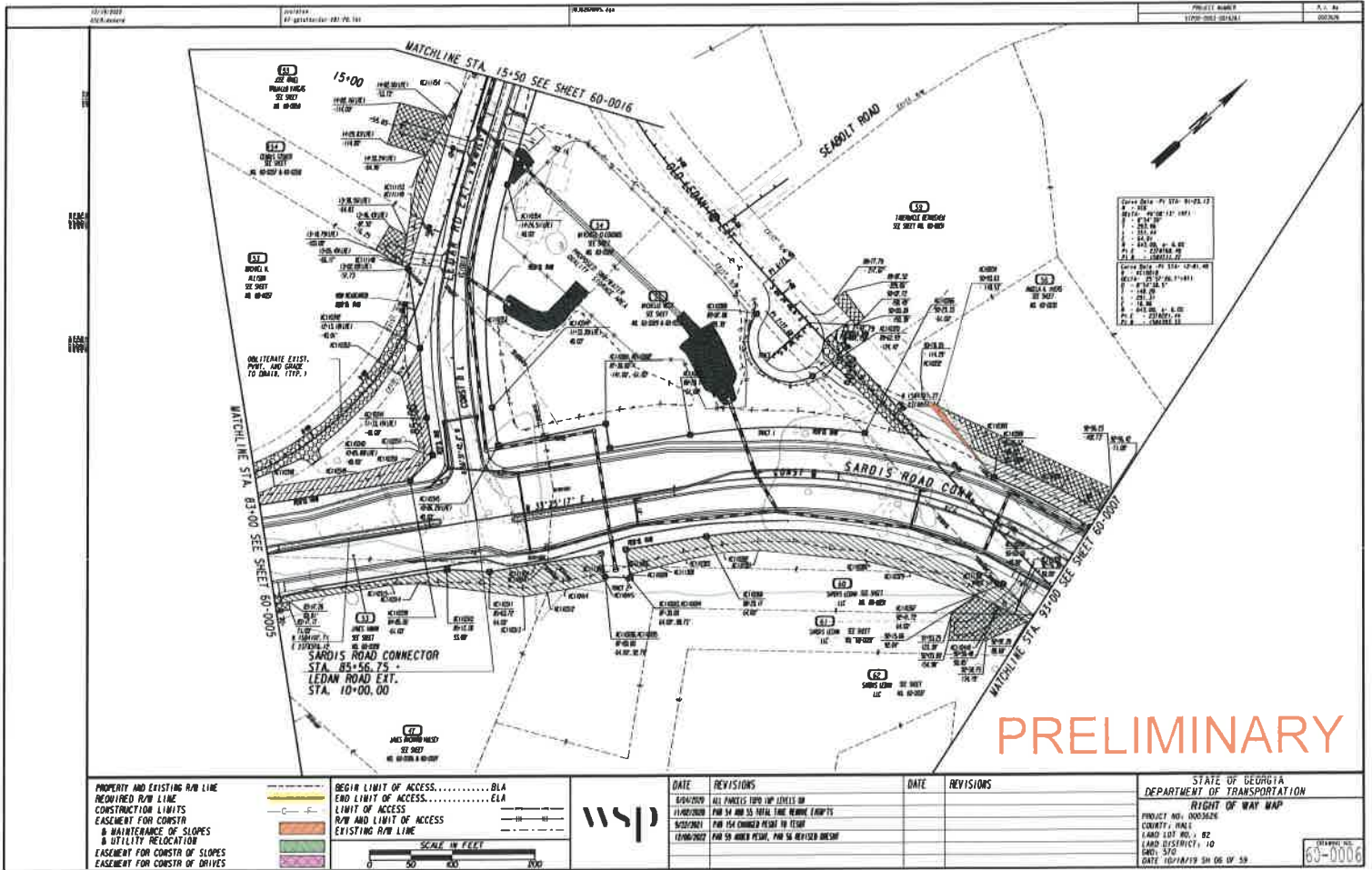
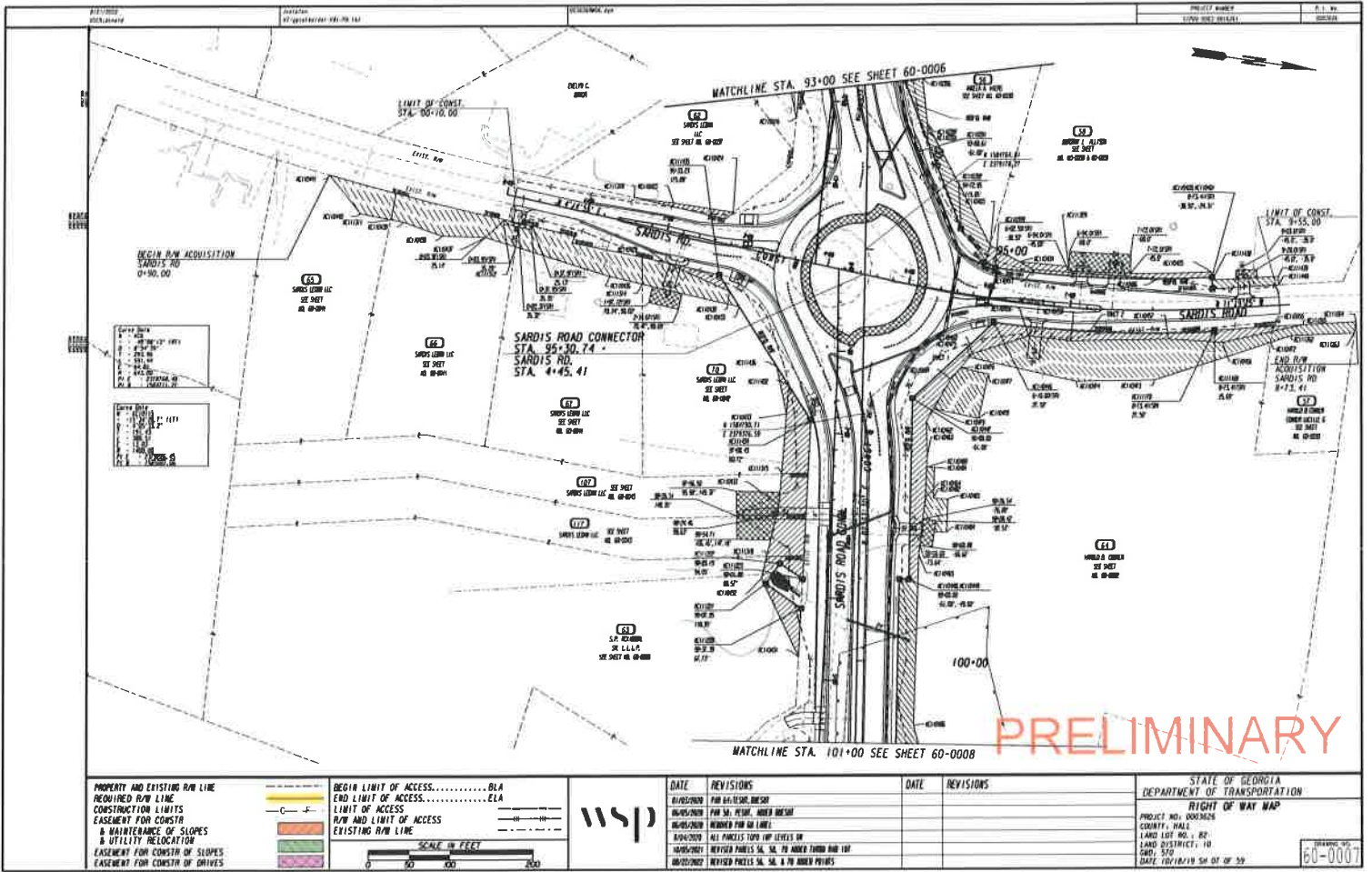


EXHIBIT "B"



| | |
|--|-------------------|
| PROPERTY AND EXISTING R/W LINE | --- (dashed line) |
| REQUIRED R/W LINE | --- (solid line) |
| CONSTRUCTION LIMITS | --- (dashed line) |
| EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES & UTILITY RELOCATION | --- (dashed line) |
| EASEMENT FOR CONSTR OF SLOPES | --- (dashed line) |
| EASEMENT FOR CONSTR OF DRIVES | --- (dashed line) |

| | |
|-------------------------------|-------------------|
| BEGIN LIMIT OF ACCESS.....DLA | --- (dashed line) |
| END LIMIT OF ACCESS.....ELA | --- (dashed line) |
| LIMIT OF ACCESS | --- (dashed line) |
| R/W AND LIMIT OF ACCESS | --- (dashed line) |
| EXISTING R/W LINE | --- (dashed line) |

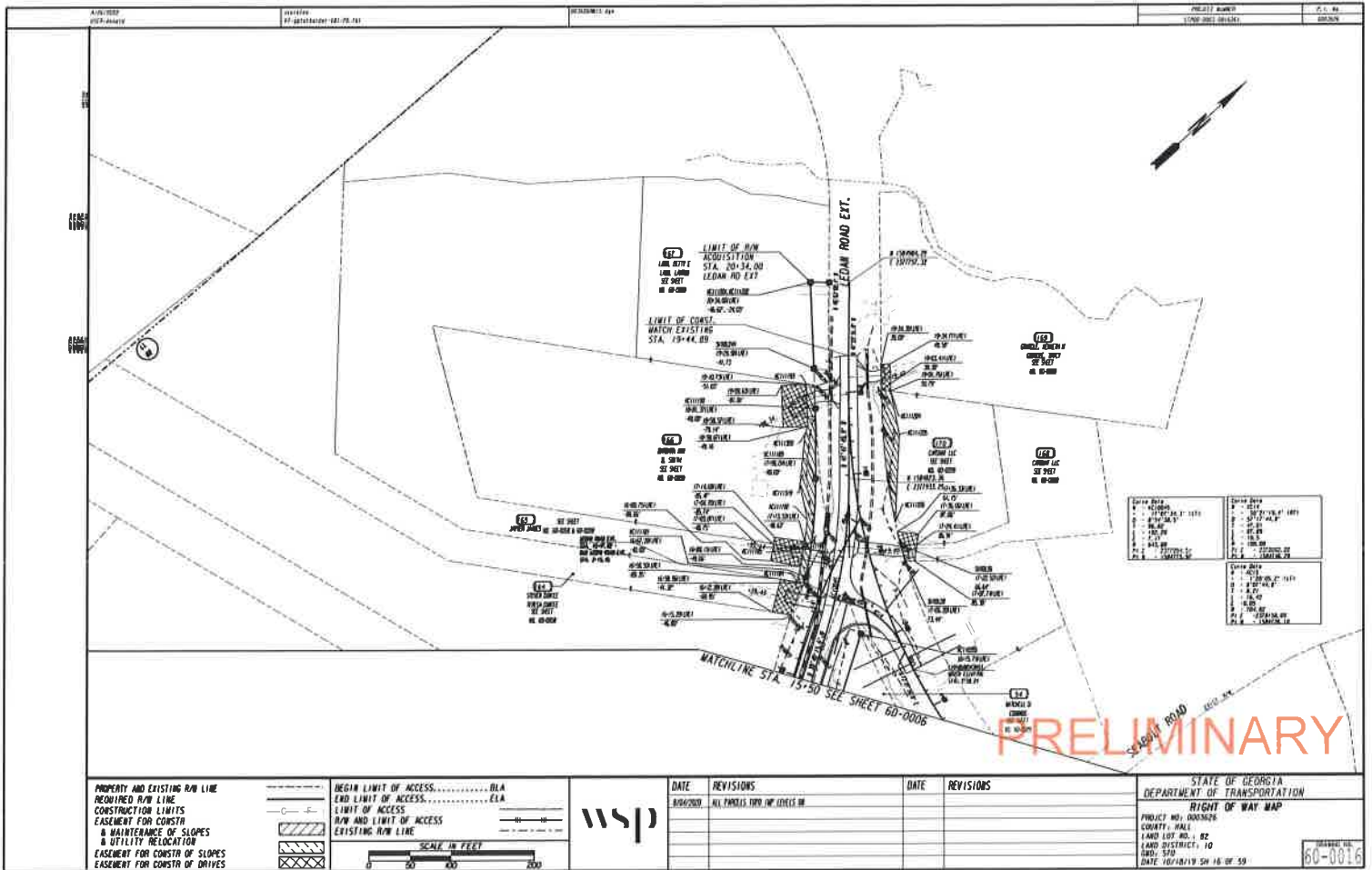


| DATE | REVISIONS | DATE | REVISIONS |
|------------|--|------|-----------|
| 01/15/2009 | FOR REVIEW DESIGN | | |
| 02/10/2009 | FOR SA. PLOT. UNDER DESIGN | | |
| 03/10/2009 | REVISION FOR SA. LINES | | |
| 04/10/2009 | ALL ANGLES TO 10' LEVELS OR MORE | | |
| 05/10/2009 | REVISION PARCELS SA. SA. TO UNDER TOWN AND 10' | | |
| 06/10/2009 | REVISION PARCELS SA. SA. & TO UNDER PHOTOS | | |

| | |
|------------------------------|------------|
| STATE OF GEORGIA | |
| DEPARTMENT OF TRANSPORTATION | |
| RIGHT OF WAY MAP | |
| PROJECT NO. | 0006026 |
| COUNTY, WALK | |
| LAND LOT NO., 82 | |
| LAND DISTRICT, 10 | |
| SHEET, 570 | |
| DATE, 10/18/10 | SH. OF. 59 |

| | |
|-------------|---------|
| DRAWING NO. | 60-0007 |
|-------------|---------|

EXHIBIT "B"



| | | | | |
|---|--|---|---|--|
| <p>PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR. & MAINTENANCE OF SLOPES & UTILITY RELOCATION EASEMENT FOR CONSTR. OF SLOPES EASEMENT FOR CONSTR. OF DRIVES</p> | <p>--- BEGIN LIMIT OF ACCESS --- END LIMIT OF ACCESS --- LIMIT OF ACCESS --- R/W AND LIMIT OF ACCESS --- EXISTING R/W LINE</p> | <p>DATE: 08/06/2009 REVISIONS: ALL PROJECT FROM PREVIOUS SHEETS</p> | <p>DATE: _____ REVISIONS: _____</p> | <p>STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NO. 0000026 COUNTY: HALL LAND LOT NO.: 82 LAND DISTRICT: 10 GEO. STD. DATE: 10/18/19 SH 16 OF 30</p> |
| | | | | |

| DATE | REVISIONS | DATE | REVISIONS |
|----------|-----------|----------|-----------|
| 11/11/11 | 1 | 11/11/11 | 1 |
| 11/11/11 | 2 | 11/11/11 | 2 |
| 11/11/11 | 3 | 11/11/11 | 3 |
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| 11/11/11 | 87 | 11/11/11 | 87 |
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| 11/11/11 | 92 | 11/11/11 | 92 |
| 11/11/11 | 93 | 11/11/11 | 93 |
| 11/11/11 | 94 | 11/11/11 | 94 |
| 11/11/11 | 95 | 11/11/11 | 95 |
| 11/11/11 | 96 | 11/11/11 | 96 |
| 11/11/11 | 97 | 11/11/11 | 97 |
| 11/11/11 | 98 | 11/11/11 | 98 |
| 11/11/11 | 99 | 11/11/11 | 99 |
| 11/11/11 | 100 | 11/11/11 | 100 |

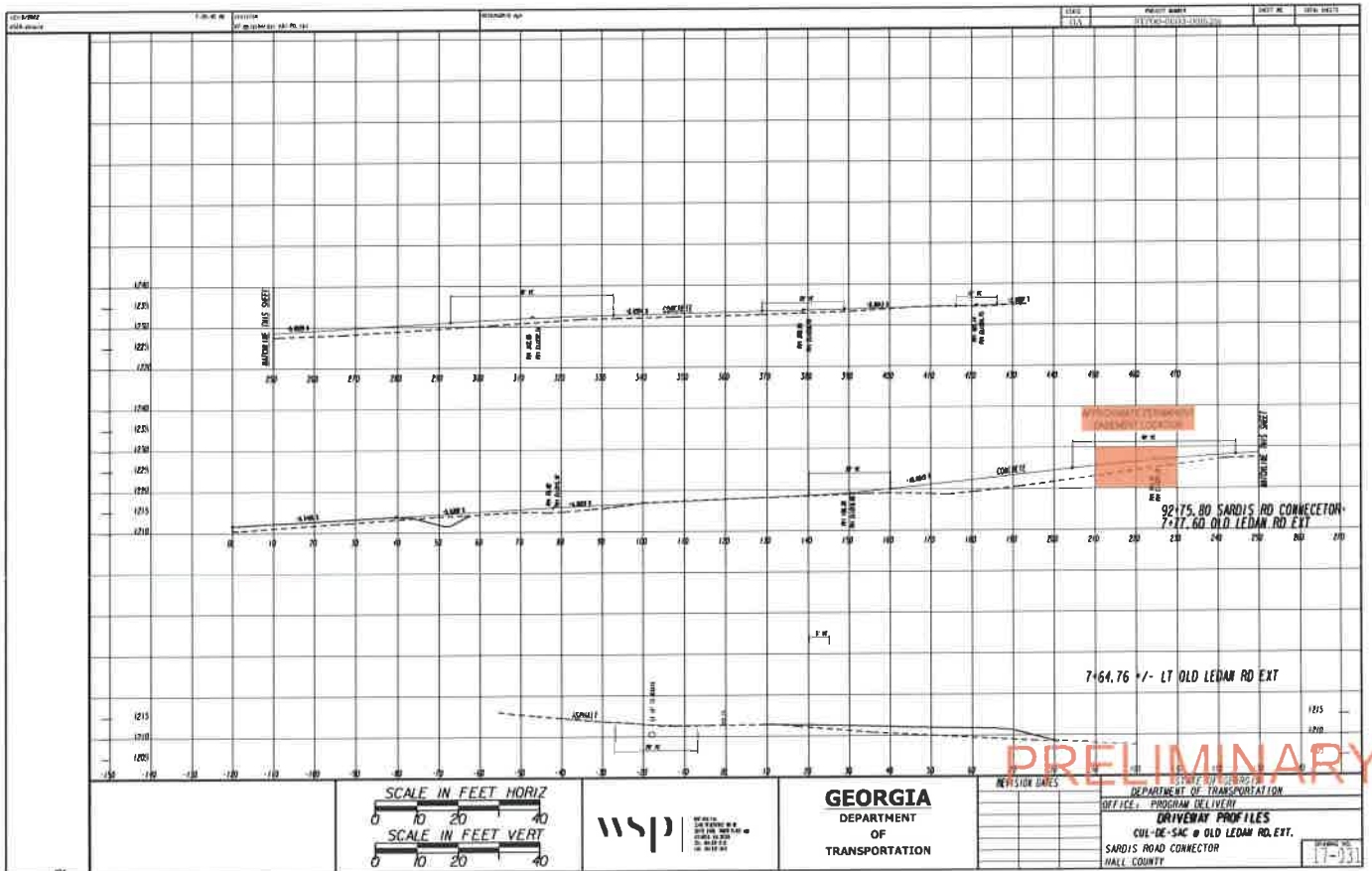


PRELIMINARY

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY TABLES
PROJECT NO. 00000000
COUNTY NAME
LAND FOR
TOWN DISTRICT
DATE 11/11/11

EXHIBIT "B"

EXHIBIT "B"



After recording, return to:
WHITNEY S. BROWN
STEWART, MELVIN & FROST, LLP
P. O. BOX 3280
GAINESVILLE, GEORGIA 30503

QUIT-CLAIM DEED

STATE OF GEORGIA
COUNTY OF HALL

THIS INDENTURE, made the 20th day of December in the year Two Thousand and Twenty-Three, between **ANGELA CHRISTINA HIERS A/K/A ANGELA HIERS, AS EXECUTOR OF THE ESTATE OF DOROTHY L. ALLISON**, as party or parties of the first part, hereinafter called Grantor, and **HALL COUNTY, 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 ONE AND NO/100 DOLLAR (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release and forever quit-claim to Grantee all the right, title, interest, claim or demand which the Grantor has or may have had in and to the following described real property, to wit:

All that tract or parcel of land lying and being more particularly described on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed the day and year above written.

Signed, sealed and delivered in presence of:

 (SEAL)
Witness


ANGELA CHRISTINA HIERS A/K/A ANGELA HIERS, AS
EXECUTOR OF THE ESTATE OF DOROTHY L. ALLISON

 (SEAL)
Notary Public

My Commission Expires _____

(Affix Notary Seal)



WSB 65245-59R

EXHIBIT "A"

STATE OF GEORGIA
COUNTY OF HALL

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 059R

All that tract or parcel of land lying and being in Land Lot 82 of the 10th District, Hall County, Georgia and being more particularly described as follows:

Beginning at a point on the northern right of way of Ledan Extension Road, said right of way being 80 feet in width, said point also lying 114.29 feet left of station 90+78.05 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 12/08/2022;

Thence North 67°15'19.2" East a distance of 18.69 feet to a point 110.53 feet left of station 90+93.63;

Thence South 85°28'56.8" East a distance of 100.02 feet to a point 54.13 feet left of station 91+66.95;

Thence North 89°35'15.8" West a distance of 117.03 feet to the POINT OF BEGINNING.

Said tract contains 418.98 square feet or 0.010 acre per the aforementioned right of way plans, also attached hereto as "EXHIBIT B".

EXHIBIT "B"

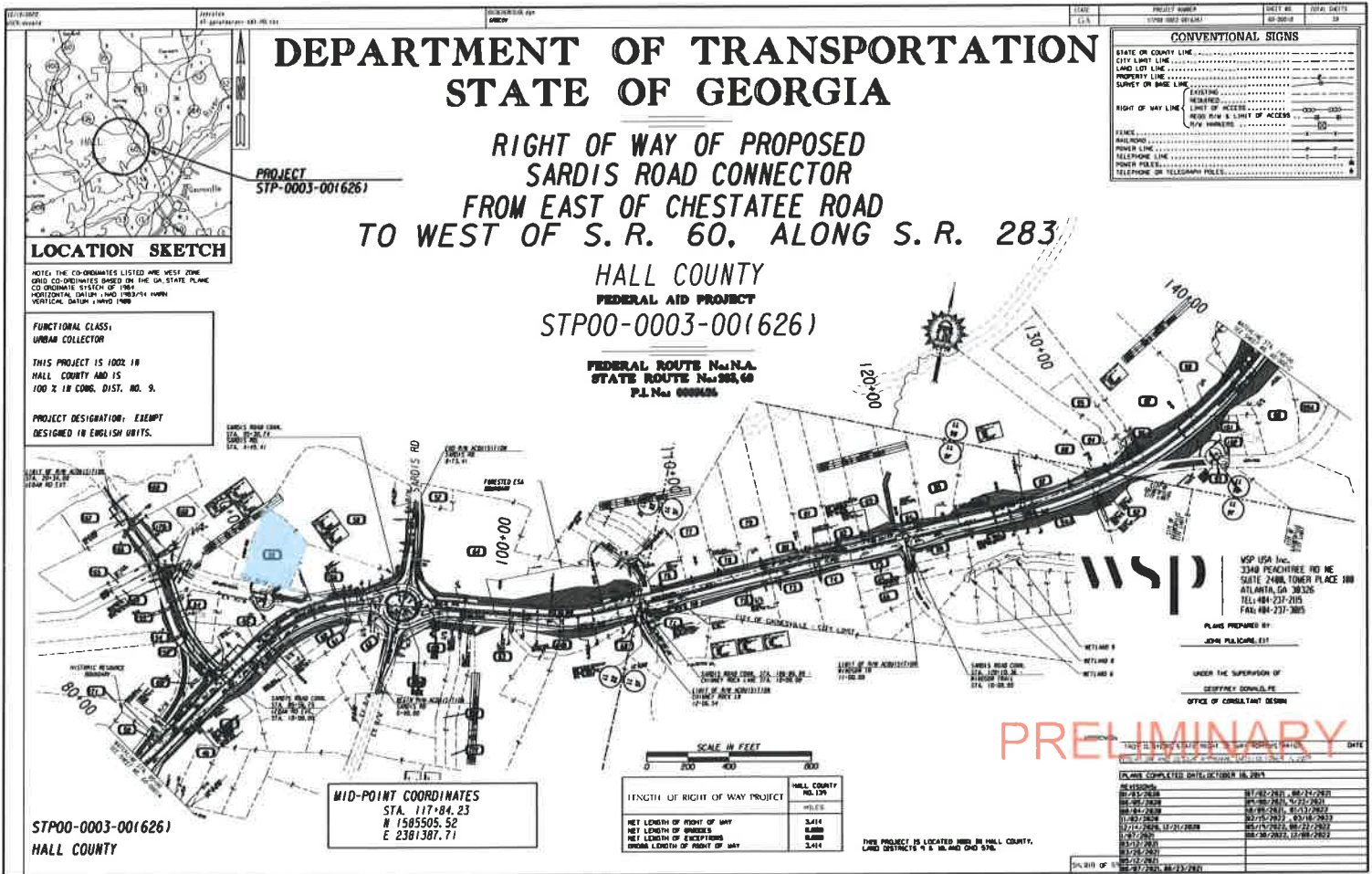
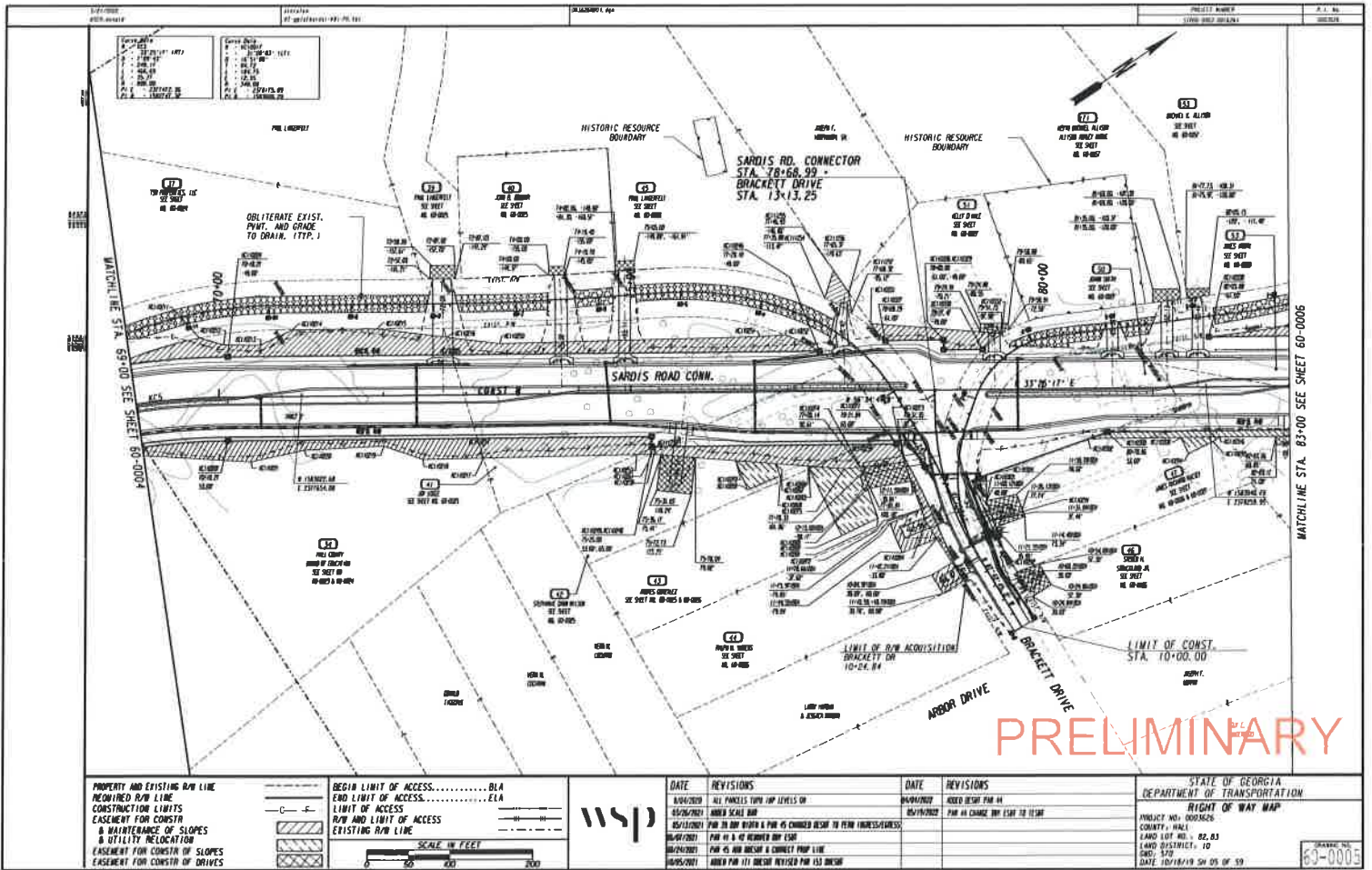


EXHIBIT "B"



PRELIMINARY

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

| | |
|--------------------------------|---------|
| BEGIN LIMIT OF ACCESS..... BIA | — — — — |
| END LIMIT OF ACCESS..... EIA | — — — — |
| LIMIT OF ACCESS | — — — — |
| R/W AND LIMIT OF ACCESS | — — — — |
| EXISTING R/W LINE | — — — — |



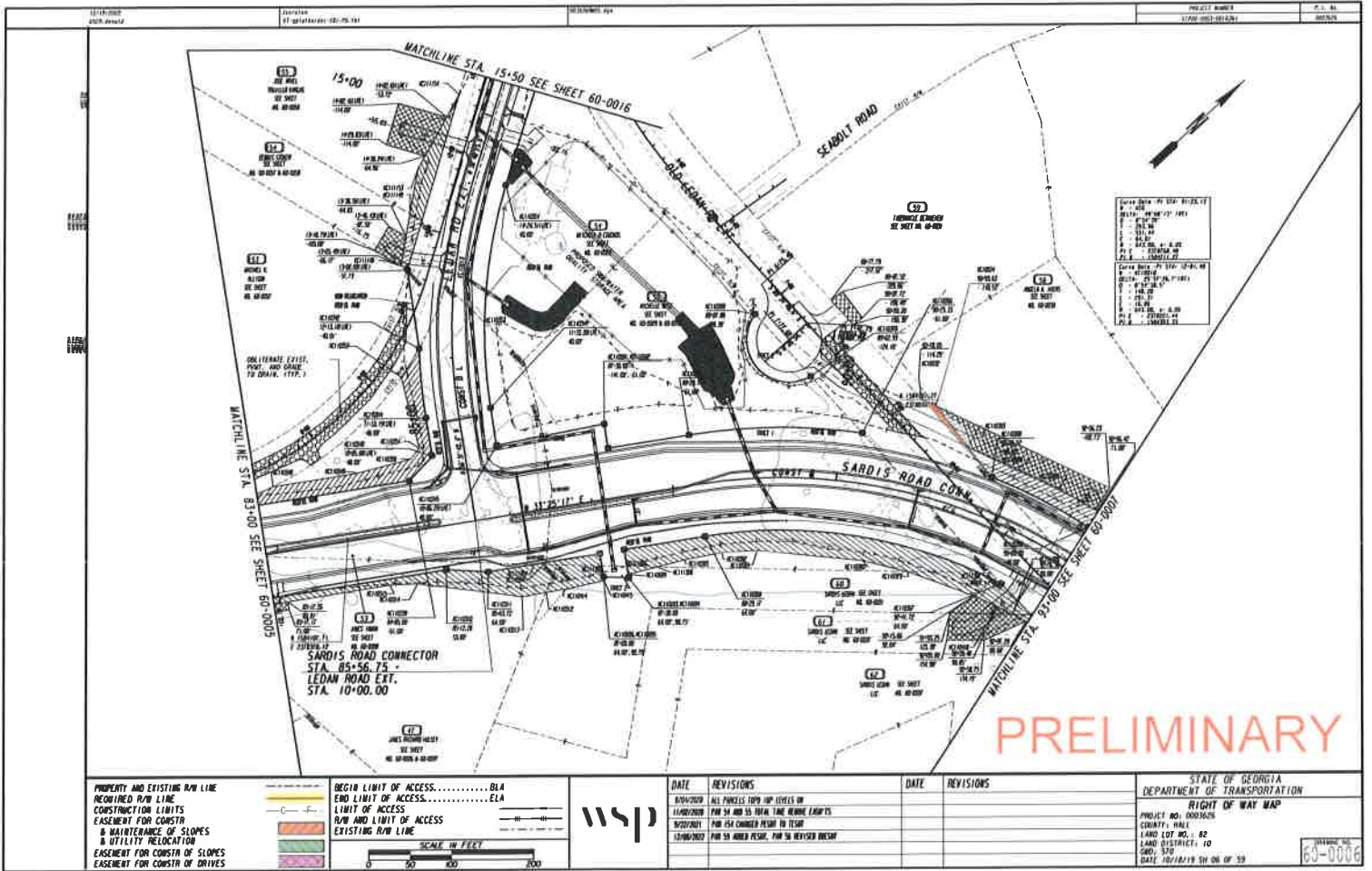
| DATE | REVISIONS |
|------------|---|
| 10/20/2019 | ALL PARCELS TYPED UP LEVELS OF |
| 05/20/2020 | ADDED SCALE BAR |
| 05/21/2020 | PAR TO NEW DESIGN & PAR IS CHANGED DESHP TO PERM (INDUSTRIAL/RES) |
| 08/04/2021 | PAR 45 AND DESIGN & CORRECT PROP LINE |
| 04/05/2021 | ADDED PAR 121 DESIGN REVISION PAR 123 DESIGN |

| DATE | REVISIONS |
|------------|------------------------------------|
| 05/20/2020 | ADDED DESIGN PAR 41 |
| 05/20/2020 | PAR 41 CHANGE DWP EASE TO 10' EASE |

| | |
|------------------------------|-------------------------|
| STATE OF GEORGIA | |
| DEPARTMENT OF TRANSPORTATION | |
| RIGHT OF WAY MAP | |
| PROJECT NO.: | 0005026 |
| COUNTY: | WALK |
| LAND LOT NO.: | 82, 83 |
| LAND DISTRICT: | 10 |
| SHEET: | 15/18 |
| DATE: | 10/18/19 5:41:05 PM '19 |

63-0005

EXHIBIT "B"



PRELIMINARY

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

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

SCALE IN FEET
 0 50 100

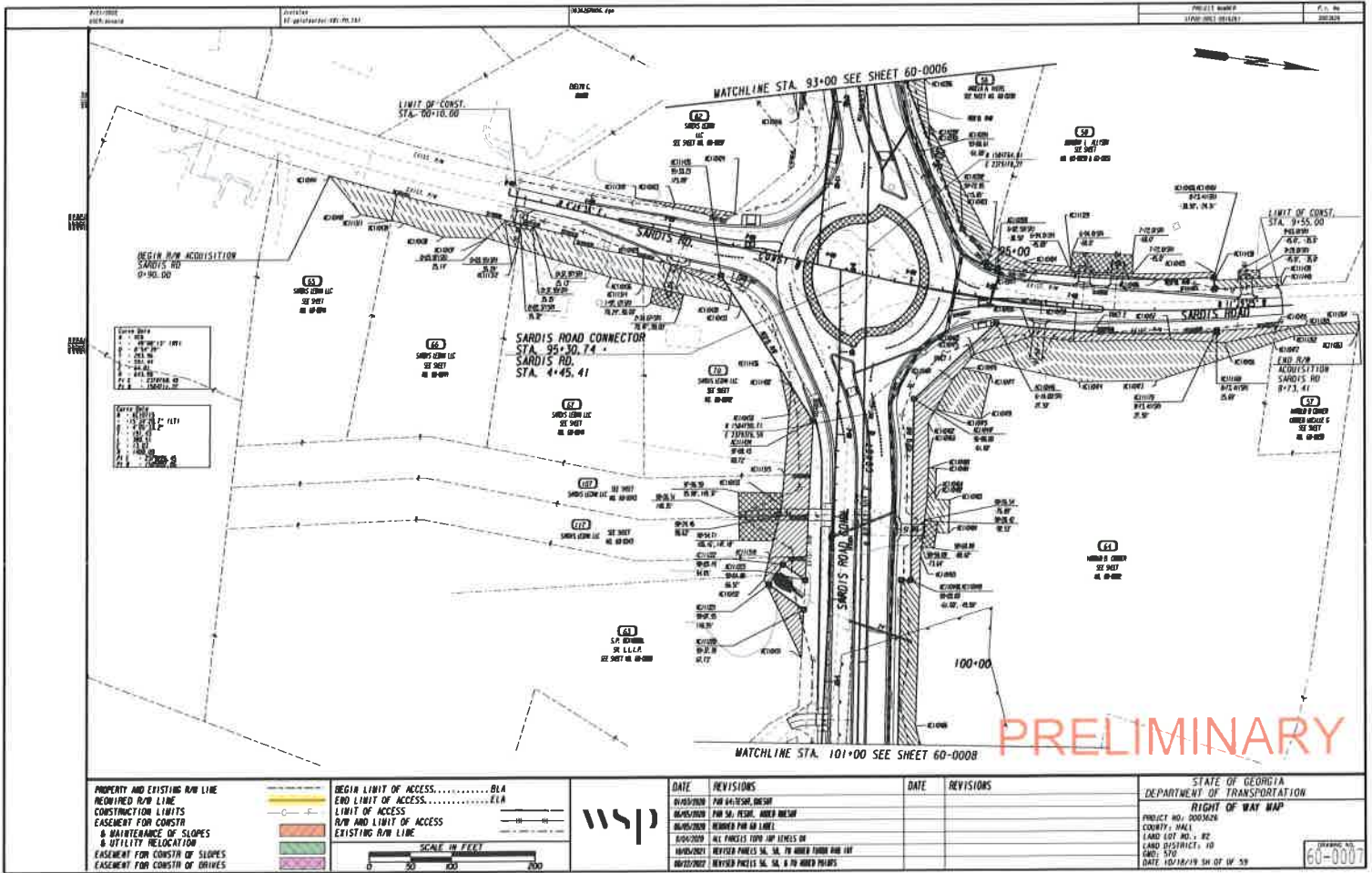
| DATE | REVISIONS | DATE | REVISIONS |
|------------|--|------|-----------|
| 05/05/2009 | ALL PERMITS 100% IMP. PERMITS ON | | |
| 10/02/2009 | FOR 5% AND 10% FINAL TIME REMAINING | | |
| 05/20/2011 | FOR 15% CHANGED PERMIT TO 10% IMP | | |
| 12/06/2012 | FOR 15% ANDER PERM. FOR 15% REVISED DESIGN | | |

| DATE | REVISIONS |
|------|-----------|
| | |
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| | |

STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAP
 PROJECT NO. 0003626
 COUNTY: WALKER
 LAND LOT NO.: 82
 LAND DISTRICT: 10
 CENS. YEAR
 DATE 10/18/19 SH 06 OF 39

60-0006

EXHIBIT "B"



PROPERTY AND EXISTING R/W LINE
 REDEFINED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR
 & MAINTENANCE OF SLOPES
 & UTILITY RELOCATION
 EASEMENT FOR CONSTR OF SLOPES
 EASEMENT FOR CONSTR OF DRIVES



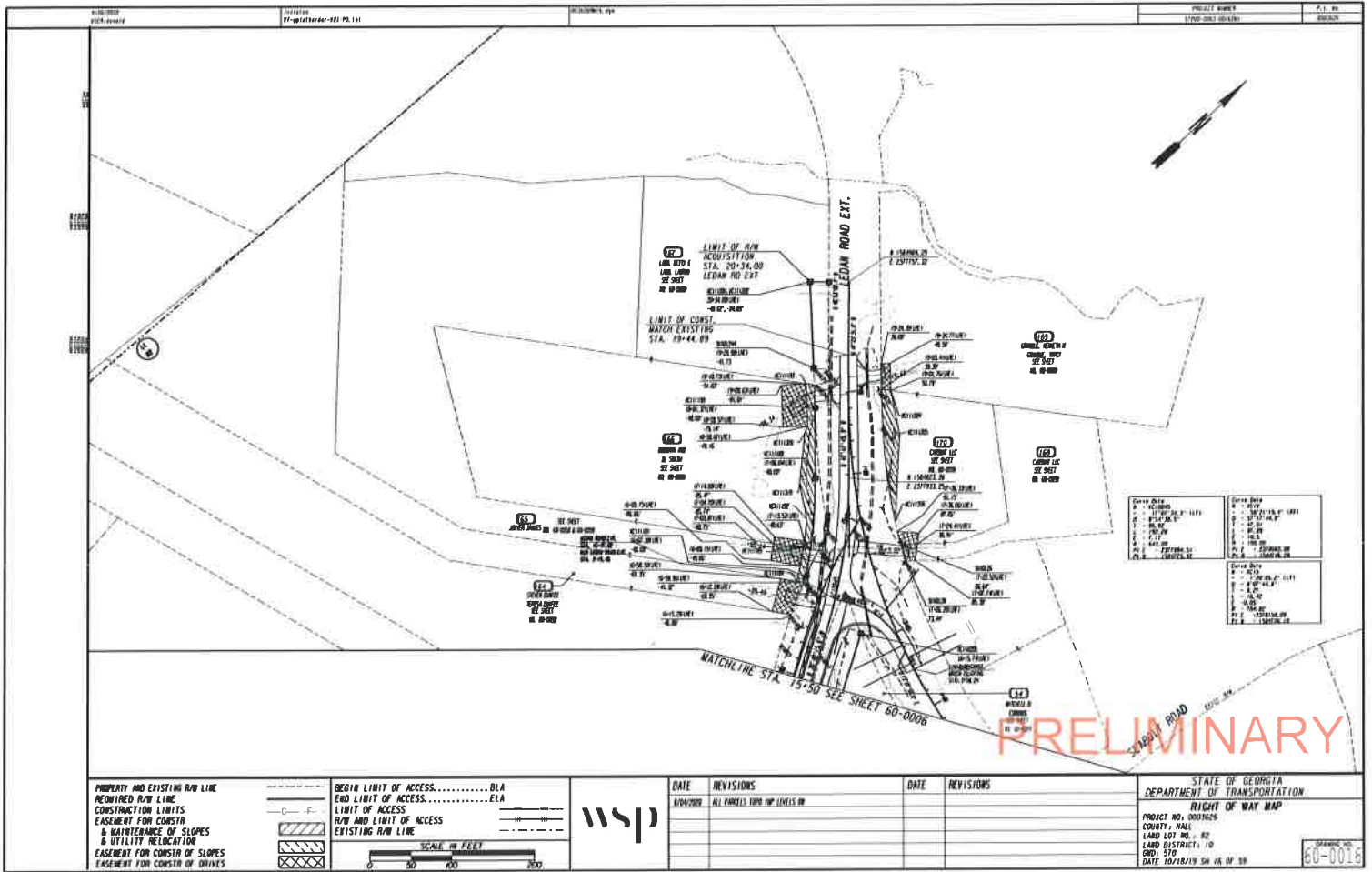
| DATE | REVISIONS | DATE | REVISIONS |
|------------|--|------|-----------|
| 10/10/2019 | FOR PRELIMINARY REVIEW | | |
| 10/10/2019 | FOR SA. REVIEW, UNDER REVIEW | | |
| 10/10/2019 | RENDERED FOR SA. REVIEW | | |
| 10/10/2019 | ALL FINALS FOR MAP LEVELS OF | | |
| 10/10/2019 | REVISION PARCEL SA, SA, PA, PW, AND OTHER PHASES FOR JAT | | |
| 10/10/2019 | REVISION PARCEL SA, SA, & PW AND OTHER PHASES | | |

| DATE | REVISIONS |
|------|-----------|
| | |
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STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAP
 PROJECT NO.: 00000000
 COUNTY: WALKER
 LAND LOT NO.: 82
 LAND DISTRICT: 10
 DATE: 10/10/19 10 OF 59

60-0007

EXHIBIT "B"



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

| | |
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| BEGIN LIMIT OF ACCESS.....DLA | --- |
| END LIMIT OF ACCESS.....ELA | --- |
| LIMIT OF ACCESS | --- |
| R/W AND LIMIT OF ACCESS | --- |
| EXISTING R/W LINE | --- |

wsp

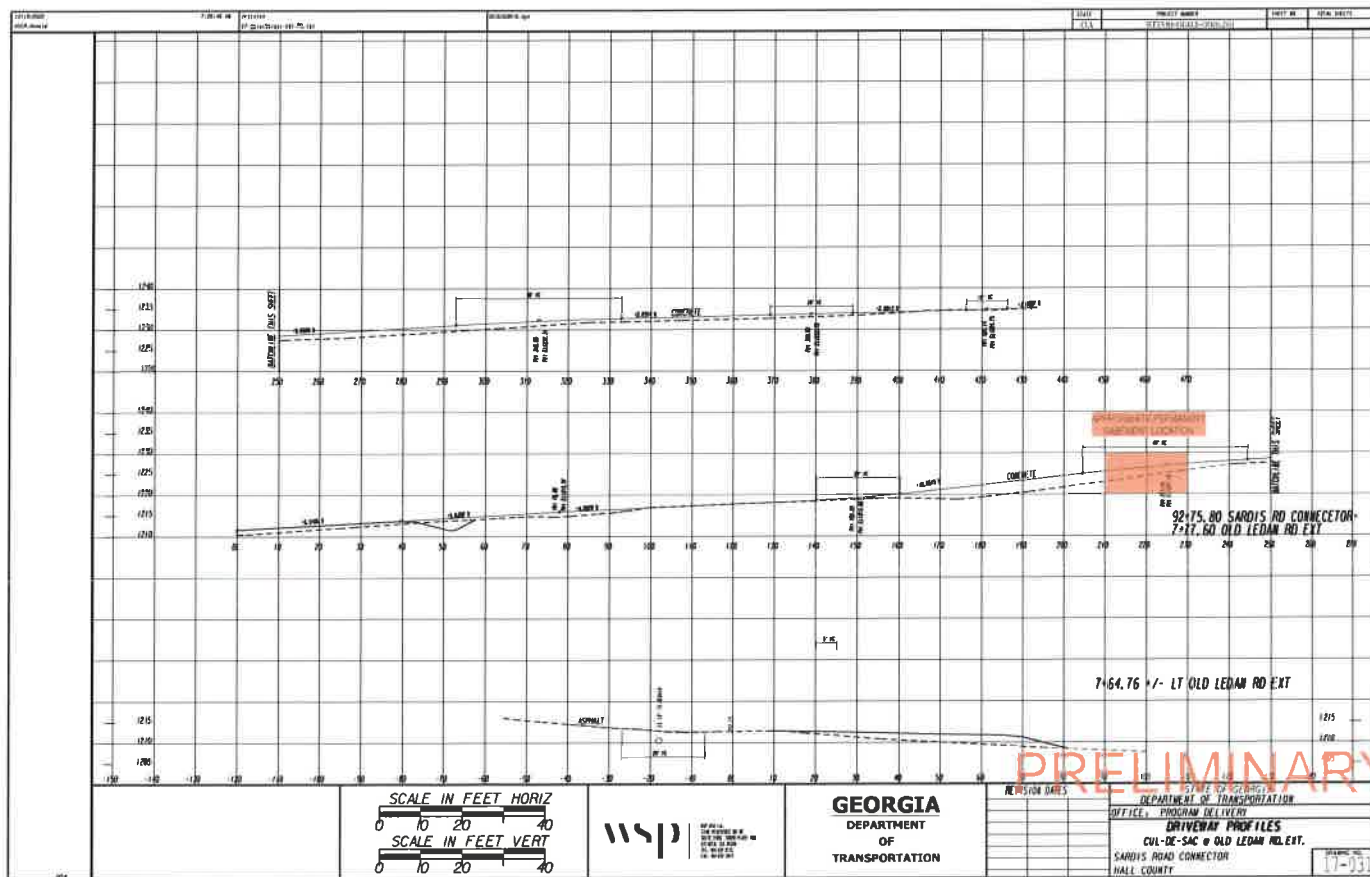
| DATE | REVISIONS | DATE | REVISIONS |
|-----------|---------------------------|------|-----------|
| 8/24/2017 | ALL PAGES TOP UP LINES IN | | |

| DATE | REVISIONS |
|------|-----------|
| | |

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|---|
| STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP |
| PROJECT NO.: 0007026 COUNTY: HALL LAND LOT NO.: 82 LAND DISTRICT: 10 SHEET: 578 DATE 10/18/19 10:16 AM '19 |

60-0016

EXHIBIT "B"



SCALE IN FEET HORIZ
0 10 20 40

SCALE IN FEET VERT
0 10 20 40



GEORGIA
DEPARTMENT
OF
TRANSPORTATION

| REVISION | DATE |
|----------|------|
| | |
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| | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
OFFICE, PROGRAM DELIVERY
DRIVEWAY PROFILES
CUL-DE-SAC @ OLD LEDAR RD EXT.
SARDIS ROAD CONNECTOR
HALL COUNTY

17-031

After recording, return to:
WHITNEY S. BROWN
STEWART, MELVIN & FROST, LLP
P. O. BOX 3280
GAINESVILLE, GEORGIA 30503

QUIT-CLAIM DEED

STATE OF GEORGIA
COUNTY OF HALL

THIS INDENTURE, made the 20th day of December in the year Two Thousand and Twenty-Three, between **BETHEL TABERNACLE**, as party or parties of the first part, hereinafter called Grantor, and **HALL COUNTY, 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 ONE AND NO/100 DOLLAR (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release and forever quit-claim to Grantee all the right, title, interest, claim or demand which the Grantor has or may have had in and to the following described real property, to wit:

All that tract or parcel of land lying and being more particularly described on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed the day and year above written.

Signed, sealed and delivered in presence of:

James A. Siff (SEAL)
Witness

Cathy O. Saturn (SEAL)
Notary Public

BETHEL TABERNACLE

BY: *Reverend James D. Kanaday*
REVEREND JAMES D. KANADAY

BY: *Paul Timothy Kanaday*
PAUL TIMOTHY KANADAY, TRUSTEE

My Commission Expires _____

(Affix Notary Seal)



WSB 65245-059R

EXHIBIT "A"

STATE OF GEORGIA
COUNTY OF HALL

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 059R

All that tract or parcel of land lying and being in Land Lot 82 of the 10th District, Hall County, Georgia and being more particularly described as follows:

Beginning at a point on the northern right of way of Ledan Extension Road, said right of way being 80 feet in width, said point also lying 114.29 feet left of station 90+78.05 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 12/08/2022;

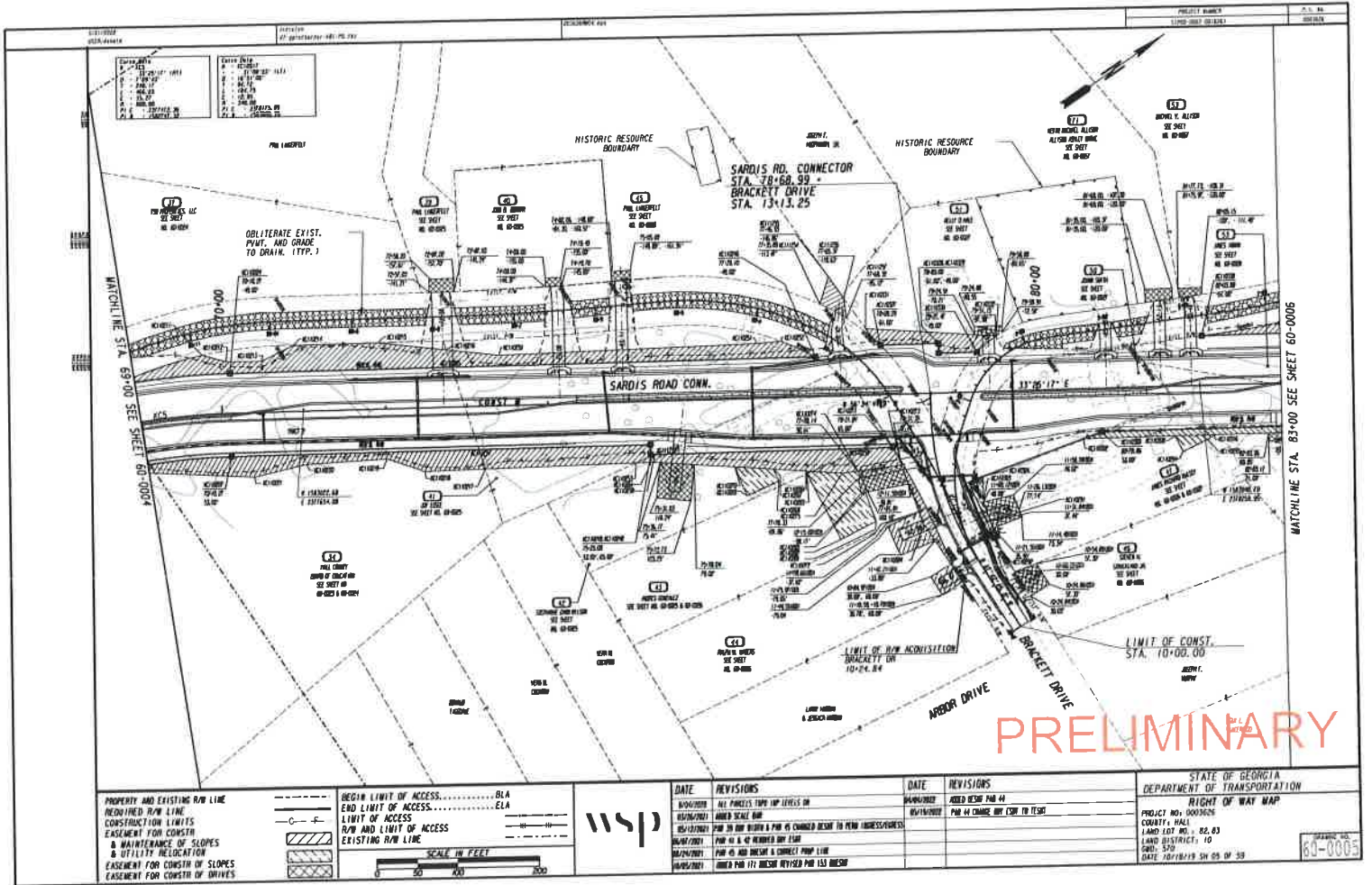
Thence North 67°15'19.2" East a distance of 18.69 feet to a point 110.53 feet left of station 90+93.63;

Thence South 85°28'56.8" East a distance of 100.02 feet to a point 54.13 feet left of station 91+66.95;

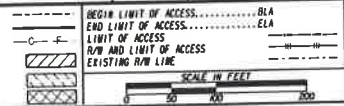
Thence North 89°35'15.8" West a distance of 117.03 feet to the POINT OF BEGINNING.

Said tract contains 418.98 square feet or 0.010 acre per the aforementioned right of way plans, also attached hereto as "EXHIBIT B".

EXHIBIT "B"



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



| DATE | REVISIONS |
|------------|---|
| 10/01/2010 | ALL FINISHES TYPED UP LEVELS ON |
| 08/01/2010 | ADDED SCALE BAR |
| 05/10/2010 | FOR 20' AND 30' WIDTHS A PAV. IS CHANGED FROM TO NEW DIMENSIONS |
| 04/10/2010 | FOR 10' & 12' WIDTHS NEW FINISH |
| 03/10/2010 | FOR 40' ROAD WIDENING & CORRECT PROP. LINE |
| 02/10/2010 | ADDED PAV. 17' WIDENING REVISION PAV. 15' WIDENING |

| DATE | REVISIONS |
|------------|-------------------------------------|
| 04/01/2010 | ADDED DESIGN PAV. 4' |
| 03/01/2010 | FOR 44' CHANGE, IMP. CORR. TO 17.5' |

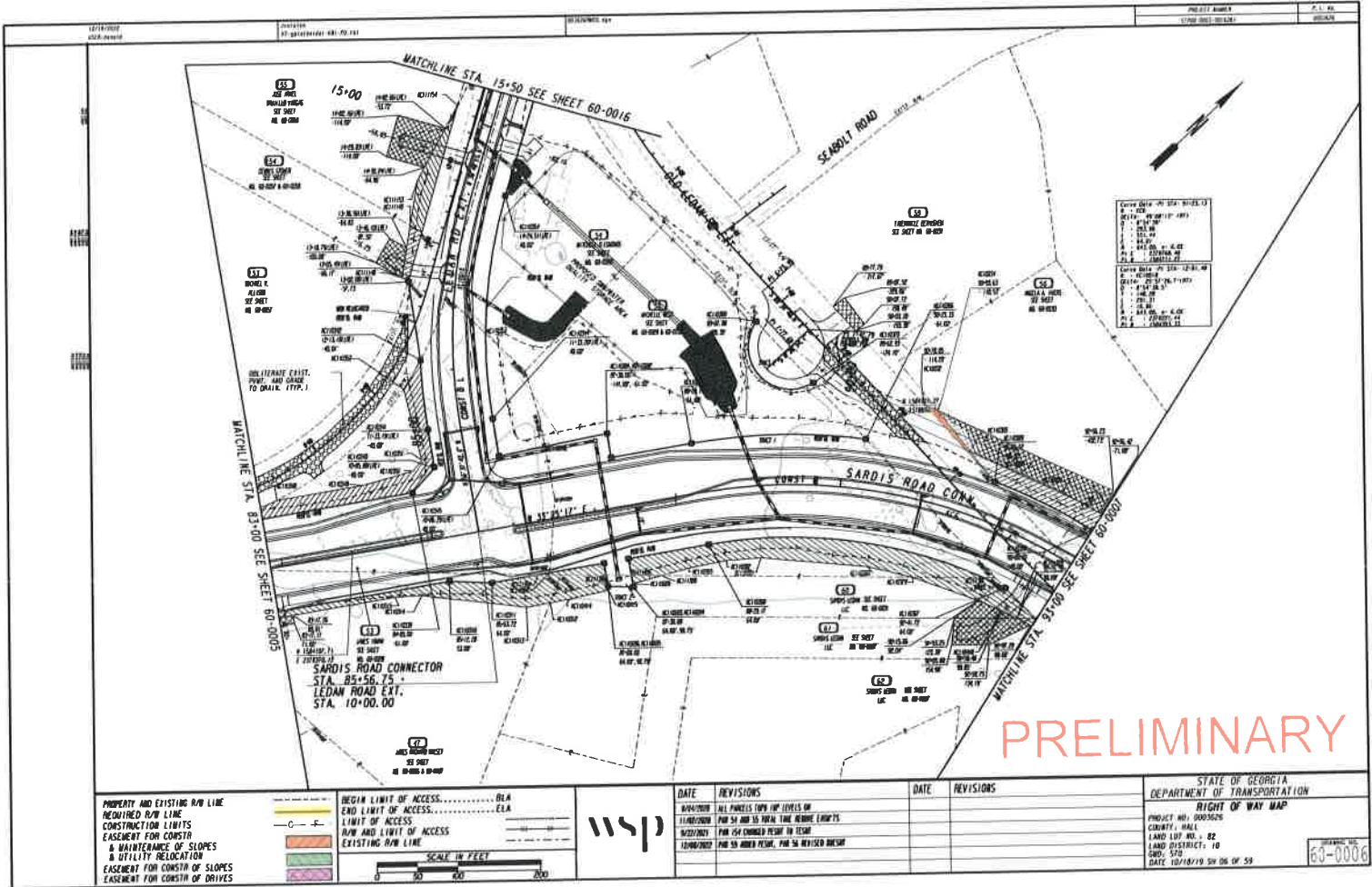
STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAP
 PROJECT NO. 6000000
 COUNTY: HALL
 LAND LOT NO. = 82, 83
 LAND DISTRICT: 10
 S.W. 570
 DATE 10/10/10 BY 05 OF 50

MATCHLINE STA. 83+00 SEE SHEET 60-0005

PROJECT NUMBER
60-0005

60-0005

EXHIBIT "B"



PRELIMINARY

| | |
|---|---------------------------|
| PROPERTY AND EXISTING R/W LINE | --- (dashed line) |
| REQUIRED R/W LINE | — (solid line) |
| CONSTRUCTION LIMITS | — (dotted line) |
| EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES | — (dashed line with dots) |
| & UTILITY RELOCATION | — (dashed line with dots) |
| EASEMENT FOR CONSTR OF SLOPES | — (dashed line with dots) |
| EASEMENT FOR CONSTR OF DRIVES | — (dashed line with dots) |

| | |
|-------------------------|-----------------|
| BEGIN LIMIT OF ACCESS | — (dashed line) |
| END LIMIT OF ACCESS | — (dashed line) |
| LIMIT OF ACCESS | — (dashed line) |
| R/W AND LIMIT OF ACCESS | — (dashed line) |
| EXISTING R/W LINE | — (dashed line) |



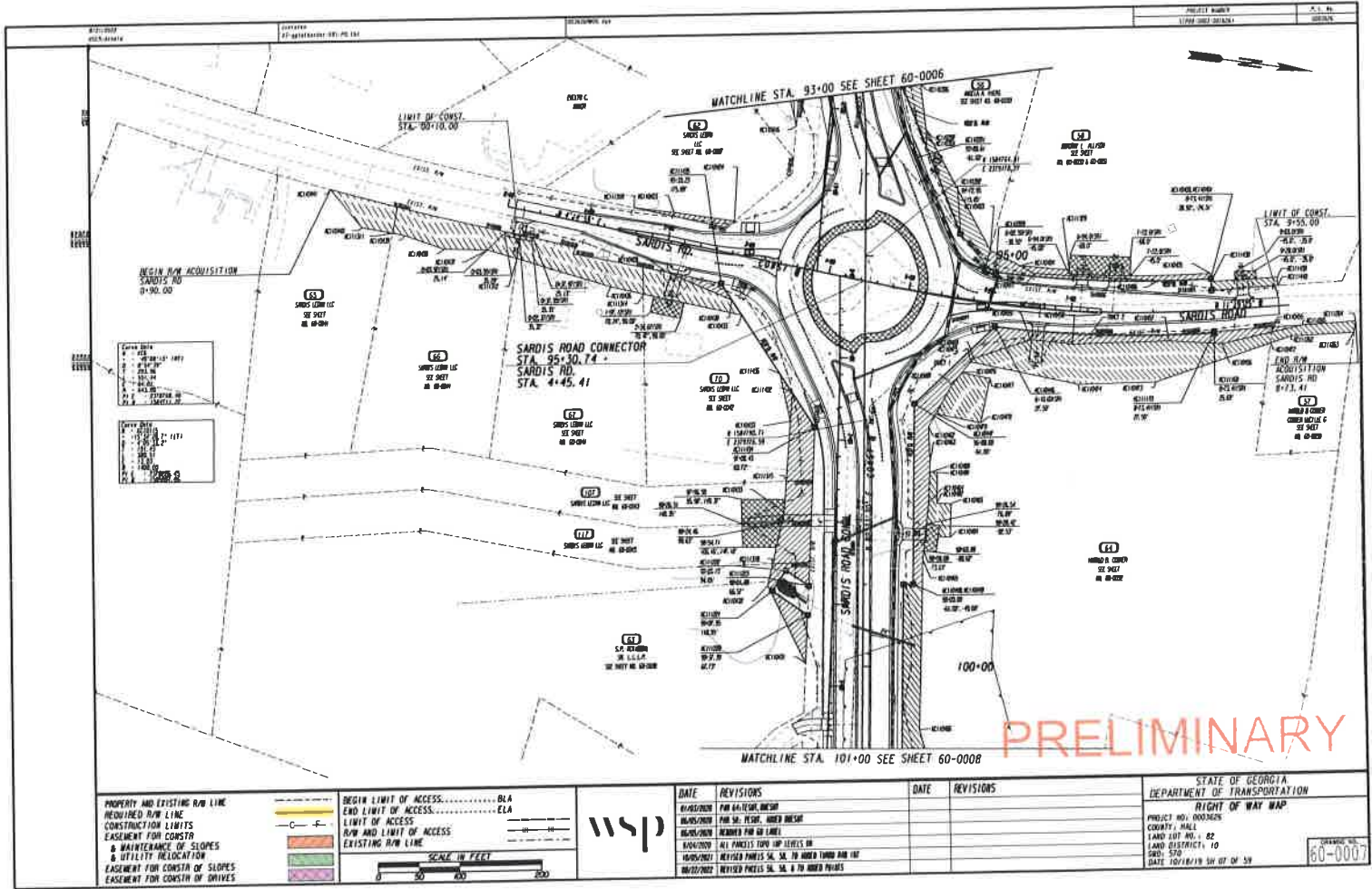
| | |
|------------|--|
| DATE | REVISIONS |
| 12/10/2010 | ALL POINTS FROM THE LEVELS OF 12/10/2010 FOR SA AND TO FROM THE ABOVE LIMITS |
| 12/10/2010 | FOR SA AND TO FROM THE ABOVE LIMITS |
| 12/10/2010 | FOR SA AND TO FROM THE ABOVE LIMITS |

| | |
|------|-----------|
| DATE | REVISIONS |
| | |
| | |
| | |

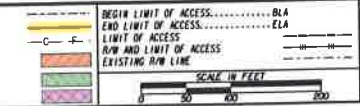
| |
|--|
| STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION |
| RIGHT OF WAY MAP |
| PROJECT NO. 60000000 |
| COUNTY: HALL |
| LAND USE NO.: 22 |
| LAND DISTRICT: 10 |
| DATE: 10/18/10 SHEET 06 OF 59 |

60-0006

EXHIBIT "B"



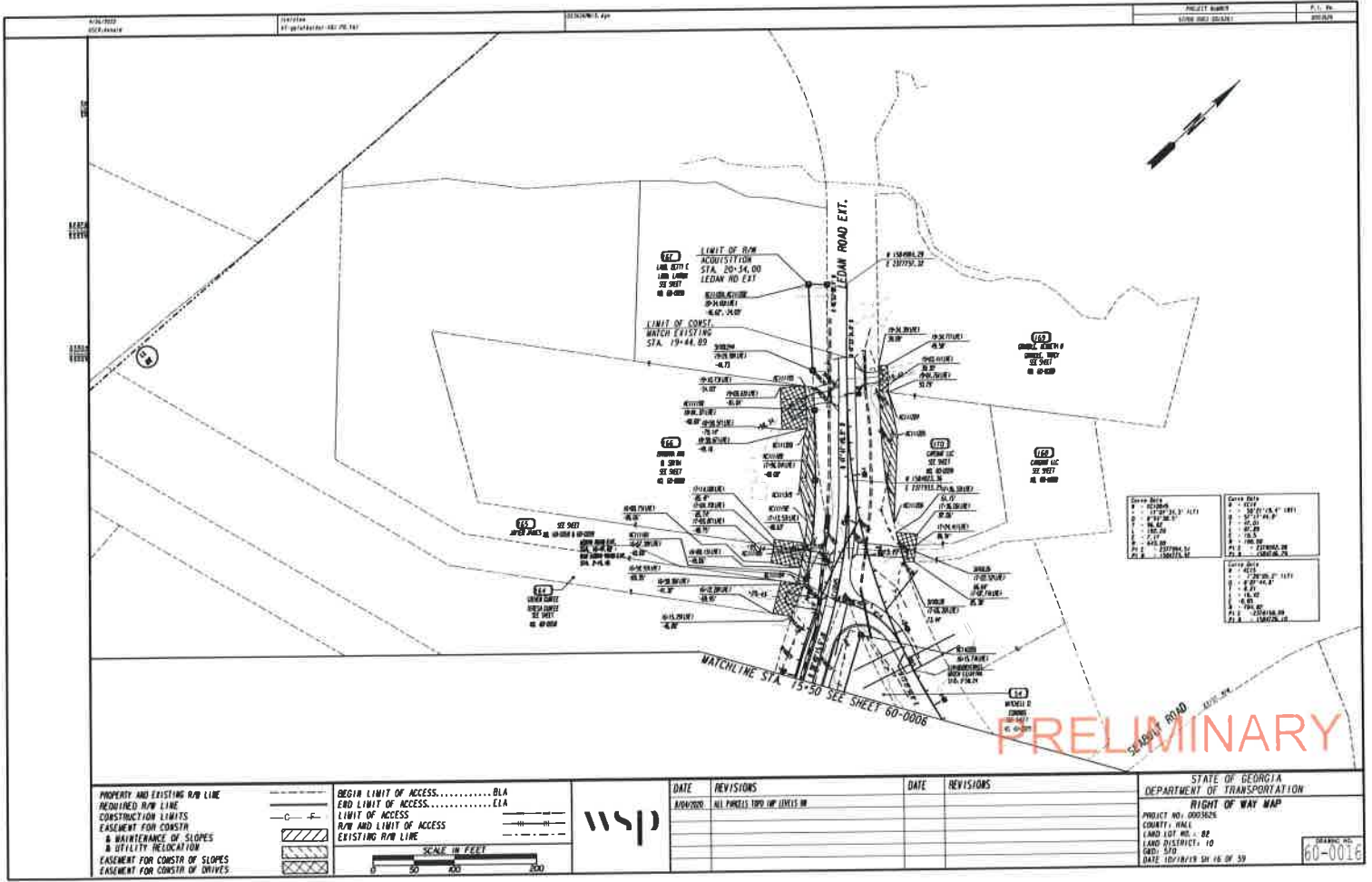
PROPERTY AND EXISTING RW LINE
 REQUIRED RW LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR
 & MAINTENANCE OF SLOPES
 & UTILITY RELOCATION
 EASEMENT FOR CONSTN OF SLOPES
 EASEMENT FOR CONSTN OF DRIVES



| DATE | REVISIONS | DATE | REVISIONS |
|------------|--|------|-----------|
| 04/20/2010 | FOR BIDDING, REVISION | | |
| 04/20/2010 | FOR SA. REVISION, UNDER REVISION | | |
| 04/20/2010 | REVISION FOR SA. LIMITS | | |
| 04/20/2010 | REV. FINISH LINE UP LINES IN | | |
| 04/20/2010 | REVISED FINISH SA. SA. TO ADD 1000 AND 100 | | |
| 04/20/2010 | REVISED FINISH SA. SA. & TO ADD 1000 AND 100 | | |

| | |
|------------------------------|--------------|
| STATE OF GEORGIA | |
| DEPARTMENT OF TRANSPORTATION | |
| RIGHT OF WAY MAP | |
| PROJECT NO. 6000000 | COUNTY, HALL |
| LAND DIST. NO. 82 | |
| LAND DISTRICT 10 | |
| SHEET 570 | |
| DATE 10/18/10 BY 07 OF 58 | 60-0007 |

EXHIBIT "B"



PROPERTY AND EXISTING R/W LINE
 REQUIRED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR
 & MAINTENANCE OF SLOPES
 & UTILITY RELOCATION
 EASEMENT FOR CONSTR OF SLOPES
 EASEMENT FOR CONSTR OF DRAINAGE

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

SCALE IN FEET
 0 50 100 200

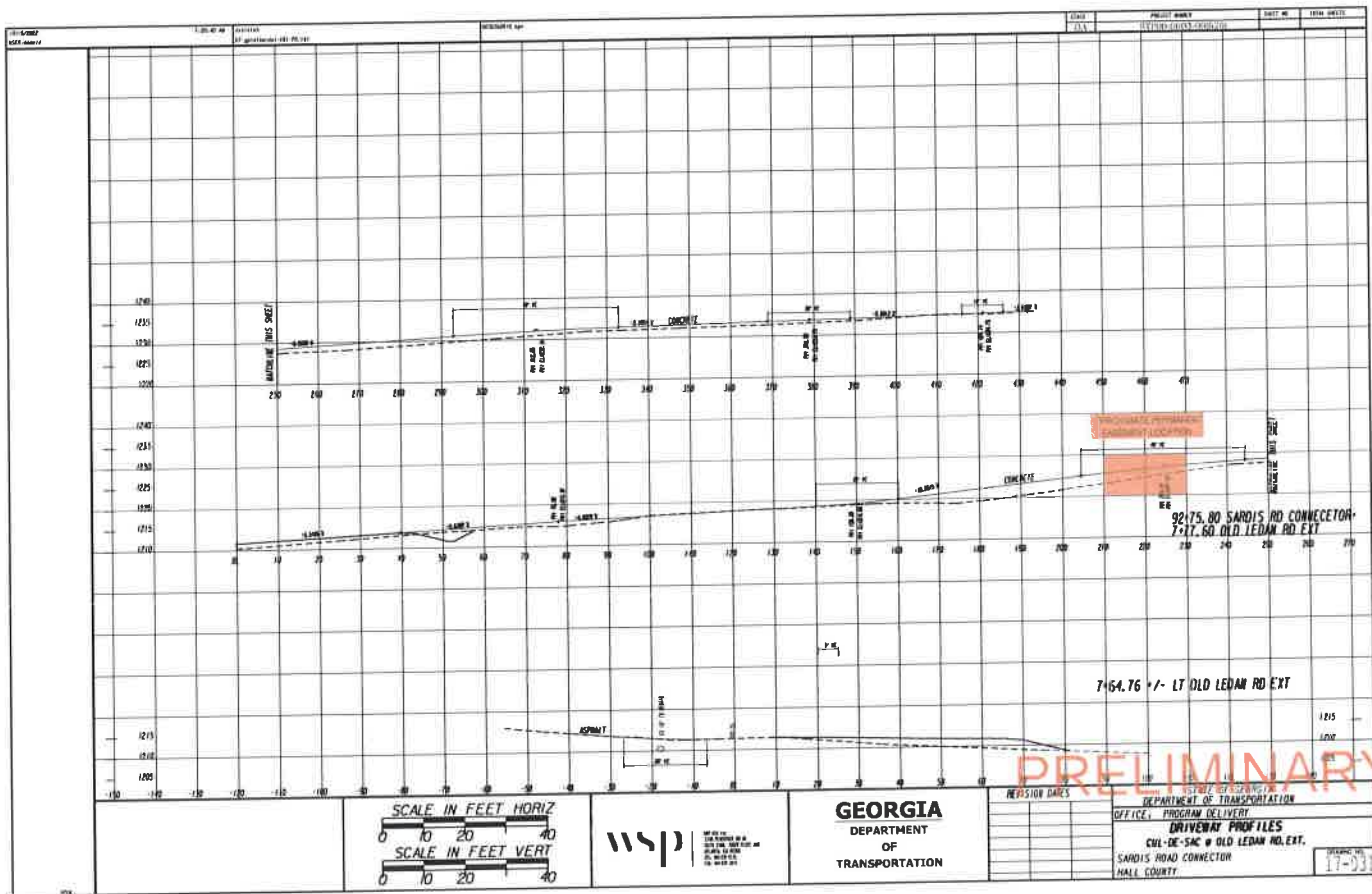
wsp

| DATE | REVISIONS | DATE | REVISIONS |
|---------|----------------------------|------|-----------|
| ADD/REV | ALL PANELS TOP OF JUNCTION | | |

STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAP
 PROJECT NO. 0005026
 COUNTY: WALK
 LAND DISTRICT: 02
 LAND DISTRICT: 10
 (SHEET) 5/10
 DATE: 10/18/18 BY: JG/SJ

DRAWING NO. 60-0016

EXHIBIT "B"



Attachments:

Irrevocable Letter of Credit
Final Plat Information



IRREVOCABLE LETTER OF CREDIT

Hall County Board of Commissioners
P.O. Drawer 1435
Gainesville, GA 30503

RE: JOE BOYCE HUTCHISON
MARINA BAY -TRACT 11, PH 1 "THE RIDGE"

Chairman Richard Higgins _____ :

The purpose of this Irrevocable Letter of Credit is one of the following:

- Public subdivisions/developments – To induce the Hall County Board of Commissioners to approve the street system as shown on the final plat, to induce the Hall County Board of Commissioners to accept the streets as shown on the final plat for public maintenance, and to ensure the completion of the project as per the approved plans and the regulations of Hall County, Georgia.
- Private subdivisions/developments – To induce the Hall County Board of Commissioners to approve the street system as shown on the final plat and to ensure the completion of the project as per the approved plans and the regulations of Hall County, Georgia.

Peach State Bank & Trust (Banking institution hereinafter referred to as "Issuer") hereby establishes its Irrevocable Letter of Credit No. 1001209800 in favor of Hall County, Georgia, for the account of Joe Boyce Hutchison (Owner/developer) up to the aggregate amount of Two Hundred Three Thousand Nine Hundred Eighty Four (\$203,984.00) dollars effective immediately and available by your draft(s) drawn at sight on the Issuer when accompanied by this Irrevocable Letter of Credit. This Irrevocable Letter of Credit is to cover the value of materials and work associated with the construction of Marina Bay Tract 11, Ph 1 "The Ridge".

The owner/developer responsibilities are as follows:

All construction of the street system of Marina Bay Tract 11, Ph 1 "The Ridge" (Name of project) will be maintained for fifteen (15) months according to the terms and requirements as shown on the recorded final plat and of the Subdivision Regulations in force in Hall County, Georgia. Sidewalks will be completed throughout entire subdivision as shown on the recorded final plat within fifteen (15) months of the signing of said plat. The sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, and traffic signs in Marina Bay Tract 11, Ph 1 "The Ridge" (Name of project) must be properly maintained and free from faults in design, materials, and workmanship as shown on the recorded final plat and as set out in the Subdivision Regulations in force in Hall County, Georgia.

Hall County will pursue the collection of funds for deficiencies upon the elapsing of one (1) year from final platting *and* after the compliance date given in the 45-day written notice.

The condition of the obligation created hereunder is such that the Issuer hereby agrees that all drafts drawn under and in compliance with the terms of this Irrevocable Letter of Credit will be duly honored if drawn and presented for payment to the Issuer's office upon the failure of Owner/developer to meet the responsibilities as outlined in the preceding paragraph. Upon full compliance, this obligation shall be void; otherwise, it shall remain in force. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.



This Irrevocable Letter of Credit is hereby issued on January 12, 2024 (Date) and expires on January 12, 2026 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day.

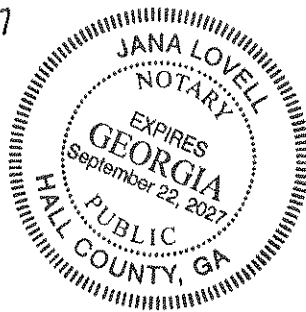
IN WITNESS WHEREOF the Issuer has set its hand and affixed its seal on this 12th day of January, 2024.

Jada Wheeler
Witness
Jana Lovell
Notary Public

Peach State Bank & Trust
Issuer (Banking Institution Name)
By: [Signature]
Gregory D. Barrett, Senior Vice President

My Commission Expires: Sept. 22, 2027

[Seal]



Final Plat Information

Consider acceptance of \$203,984.00 Irrevocable Letter of Credit for Streets, Stormwater Management Facilities, and Sidewalks in Marina Bay 11 Subdivision.

Subject Subdivision is located off of Cool Springs.

NAME OF SUBDIVISION: Marina Bay 11
NAME OF OWNER/DEVELOPER: Joe Boyce Hutchison
ADDRESS: 3394 Lynnray Drive
Doraville, GA 30340

TYPE OF MAINTENANCE BOND: Irrevocable Letter of Credit
DATE OF BOND: January 12, 2024
AMOUNT OF BOND: \$203,984.00

FINANCIAL INSTITUTION: Peach State Bank
AND ADDRESS: 121 E.E. Butler Parkway
Gainesville, GA 30501

Account No.: 1001209800

| COMM. | | R/W IN FEET | LENGTH IN FEET | WIDTH IN FEET | TYPE OF SURFACE | STATE REF. NO. |
|-------|-------------------|-------------------|----------------------|---------------------|-----------------------|----------------------|
| 2 | Marina Ridge Road | 50 | 1204 | 20 | P.M. | ---- |

NOTES:
NUMBER OF LOTS: 7
CURB & GUTTER: 24" Rolled Back
TOTAL ACRES OF S/D: 15.35 AC