



**HALL COUNTY BOARD OF COMMISSIONERS
VOTING MEETING 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
Thursday, February 22, 2024 - 06:00 PM**

Call to Order

Approve Agenda

Invocation

- 1 Chairman Richard Higgins

Pledge

- 2 Commissioner Billy Powell

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

Proclamation/s

- 3 Approve the Proclamation recognizing Jimmy Echols for his service to Hall County, GA.
- 4 Approve the Proclamation recognizing February 24, 2024 as Government Communicators Day.

Consent

- 5 Approve the February 19, 2024 Work Session minutes.
- 6 Approve the February 19, 2024 Executive Session minutes.
- 7 Approve the February 19, 2024 Meeting minutes.
- 8 Approve the February 8, 2024 Voting Meeting minutes.
- 9 Approve the purchase of three (3) Kubota D1105 Rugged Terrain Vehicles for Parks & Leisure to Mason Tractor & Equipment Company, Inc. of Cumming, GA, in the amount of \$65,448.66.
- 10 Approve the request of Sunrise Cove SMI Westrec for refurbishments and improvements to existing Dock P of Sunrise Cove Marina.

- 11 Approve the amendment to the February 23, 2023 Voting Meeting Minutes regarding item 24 (Application of Ridgeline Land Planning, Inc.) to correct a scrivener's error.
- 12 Approval and authorization for the Chairman and District Commissioners to execute a resolution objecting to the annexation by the City of Buford of tax parcel number 08153 000001 owned by Amy L. Barfield and Christopher W. Watford located on 4470 Bennett Road, and authorize the Board to execute any and all documents in relation to such objection, subject to review and approval by the County Attorney.
- 13 Approve the award of IFB #031-44 Renovate Hall County Courthouse Jury Assembly Room Phase 1B for Court Administration to Pencor, LLC of Alpharetta, GA, in the amount of \$684,074.00.
- 14 Approve the sole source purchase of an Audio/Video Streaming System for Court Administration to S&L Integrated Systems, LLC of Thomasville, GA, in the amount of \$96,729.27.
- 15 Approve the Hall County Grand Jury's increased expense allowance of traverse juror's pay in Superior and State Courts, effective March 1, 2024.
- 16 Approve the annual renewal of the Hardware Warranty Agreement for Elections to Dominion Voting Systems, Inc. of Broomfield, CO, in the amount of \$88,611.36.
- 17 Approve the Statewide Mutual Aid and Assistance Agreement between the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) and Hall County.
- 18 Approve the Memorandum of Understanding between Lanier Technical College Police Department and Hall County in regards to E-911 communication needs.
- 19 Approve the sole source purchase of two (2) Lucas Chest Compression Systems and two (2) Stryker Ambulance Stretchers for Fire Rescue to Stryker Medical of Chicago, IL in the amount of \$89,514.22.
- 20 Approve the Employment Agreement for the Assistant Director of Planning and Development.
- 21 Approve the purchase of one (1) Caterpillar MH3024 Material Handler for the Landfill to Yancey Brothers, Inc. of Dacula, GA, in the amount of \$465,639.00.
- 22 Approval and authorization for the Chairman to execute an agreement between the Georgia Department of Transportation (GDOT) and Hall County concerning support for lighting at a potential roundabout located at intersection of SR 211 (Old Winder Highway) and Union Church Road. Commission District 1.

Other Business - Planning and Development

- 23 Public Hearing for a new Malt Beverage and Wine package license for Lakeside Petro Station, LLC located at 5974 Jim Crow Road, Flowery Branch, GA 30542. Ownership is Lakeside Petro Station, LLC. License holder and registered agent is Imran Momin. Commission District 2.

- 24 Public Hearing for a new Malt Beverage, Wine, and Distilled Spirits consumption alcohol license for Pueblos Mexican Cuisine located at 3630 Thompson Bridge Road Ste 4, Gainesville, GA 30506. Ownership is Pintos Enterprises, LLC. License holder and registered agent is Istharr Hernandez-Flowers. Commission District 2.

Other Business - Public Works and Utilities

- 25 Approval and authorization for the Chairman to execute a Settlement Agreement for the purchase of .44 acres of real property located at 3255 White Sulphur Road, Hall County, Georgia, tax parcel number 09108 000066, for the sum of \$300,000.00, and authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval of the County Attorney.

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

- 26 **3580 and 3526 Poplar Springs Road and 3601 Pierce Drive | Amend Conditions** | of a Planned Residential Development (PRD) on a combined 97.48± acre tract located on the south side of the Poplar Springs Road at its intersection with Poplar Springs Church Road | Zoned PRD; Tax Parcel 15036A000001, 000003 & 000011 | **Proposed Use: 192-lot single-family residential development** | Commission District 1 | **Clint Dixon for Clayton Properties Group, Inc, applicant.**
- 27 **4670 Union Church Road | Amend Conditions** | of a Planned Residential Development (PRD) on a 50.75± acre tract located on the east side of Union Church Road, approximately 166 feet from its intersection with Steeple Chase Lane | Zoned PRD; Tax Parcel 15043 000001 | **Proposed Use: 100-lot single-family residential development** | Commission District 1 | **Ridgeline Land Planning, Inc. applicant.**
- 28 **4363 Sardis Road | Rezone** | from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on a on a 41.71± acre parcel located on the west side of Sardis Road, approximately 361 feet from its intersection with Short Road | Zoned AR-III; Tax Parcel 10075 000004 | **Proposed use: 125-lot single-family residential development** | Commission District 2 | **Grace of Georgia Developments, LLC, applicant.**

County Administrator

Commission Time

Adjourn

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



AGENDA ITEM

Pledge

REPORT TO: Work Session (02/19/24)
REPORT TO: Voting Meeting (02/22/24)
ITEM NO: 75/2024
SUBJECT: Commissioner Billy Powell

Meetings:

Work Session Date: 02/19/24 **Voting Meeting Date:** 02/22/24

Executive Summary:

Presenter: n
Recommendation:
n/a

Purpose of Request: **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? No
Is there a deadline for this item?

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Proclamation/s

REPORT TO: Work Session (02/19/24)

REPORT TO: Voting Meeting (02/22/24)

ITEM NO: 2/2024

SUBJECT: Approve the Proclamation recognizing Jimmy Echols for his service to Hall County, GA.

Meetings:

Work Session Date: 02/19/24

Voting Meeting Date: 02/22/24

Executive Summary:

Presenter: GP
Recommendation: Approve.

Purpose of Request: Approve the Proclamation recognizing Jimmy Echols for his service to Hall County, GA.

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:

Approve	Public Information	Administration	Clerk
JR	BS	CR	JR

Attachments:

Proclamation

Hall County, Georgia



Board of Commissioners

WHEREAS, *the Hall County Board of Commissioners is honored to commemorate the life of Mr. Jimmy Allen Echols; and*

WHEREAS, *Mr. Echols served as Hall County District 3 Commissioner from 1992 to 1998; and*

WHEREAS, *Mr. Echols and his wife, Valvoreth, founded Jaemor Farms in Alto, Georgia in 1981. Jaemor Farms would later grow and become a staple in the Hall County community; and*

WHEREAS, *Mr. Echols was passionate about serving his community and served on the Hall County Planning Commission, Hall County Parks & Leisure Board, Hall County Soil & Water Conservation District Council, Hall County Farmers Market Advisory Board, UGA State Agricultural Extension Service Advisory Council and UGA College of Agriculture Advisory Council; and*

WHEREAS, *Mr. Echols was inducted into the Hall County Agribusiness Hall of Fame in 2002 and received awards for Hall County Farmer of the Year and Outstanding Hall County Conservation Farmer in 2014; and*

NOW THEREFORE, BE IT RESOLVED *that the Hall County Board of Commissioners does hereby commemorate the life of*

Mr. Jimmy Allen Echols

and recognizes him for his many accomplishments, contributions and dedicated service to Hall County and its citizens.

Adopted this 22nd day of February, 2024.

RICHARD HIGGINS
CHAIRMAN

KATHY COOPER
DISTRICT 1

BILLY POWELL
DISTRICT 2

GREGG POOLE
DISTRICT 3

JEFFREY STOWE
DISTRICT 4

JENNIFER RIVERA
COMMISSION CLERK



AGENDA ITEM

Proclamation/s

REPORT TO: Work Session (02/19/24)

REPORT TO: Voting Meeting (02/22/24)

ITEM NO: 81/2024

SUBJECT: Approve the Proclamation recognizing February 24, 2024 as Government Communicators Day.

Meetings:

Work Session Date: 02/19/24

Voting Meeting Date: 02/22/24

Executive Summary:

Presenter: T
Recommendation:
 Approval.

Purpose of Request:
 Approve the Proclamation recognizing February 24, 2024 as Government Communicators Day.

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:

Approve	Public Information	Administration	Clerk
JR	BS	CR	JR

Attachments:

Executed Proclamation

Hall County, Georgia



Board of Commissioners

WHEREAS, *the role of government communications professions is to inform, educate and engage their communities; and*

WHEREAS, *robust communication in government creates trust and inspires residents to take action and be involved; and*

WHEREAS, *government communications create relationships and calls to action, build awareness and understanding through storytelling, engage and foster engagement on civic issues and use all channels to include people in critical decisions; and*

WHEREAS, *it is essential to have strong communications in government because it is a foundational element of living in a democracy where citizens have the freedom to make their voice heard; and*

WHEREAS, *Hall County is proud and has deep gratitude and recognition for government communicators' professionalism, dedication, hard work, commitment, enthusiasm and sacrifice; and*

NOW THEREFORE, BE IT RESOLVED *that the Hall County Board of Commissioners does proclaim February 24, 2024 as*

Government Communicators Day

in Hall County and encourage all residents to thank the Communications staff and Public Information Officers who have dedicated their careers to ensure Hall County has effective, impactful and successful communication strategies that resonate and are relevant.

Adopted this 22nd day of February 2024.



RICHARD HIGGINS
CHAIRMAN

KATHY COOPER
DISTRICT 1

BILLY POWELL
DISTRICT 2

GREGG POOLE
DISTRICT 3

JEFFREY STOWE
DISTRICT 4

JENNIFER RIVERA
COMMISSION CLERK



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

**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 19, 2024 - 03:00 PM**

Call to Order

Chairman Higgins at 3:11 p.m.

Present:

Chairman Richard Higgins, Vice-Chairman Gregg Poole and Commissioners Kathy Cooper, Billy Powell and Jeff Stowe

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

Community Services and Parks

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

- 1 Approve the purchase of three (3) Kubota D1105 Rugged Terrain Vehicles for Parks & Leisure to Mason Tractor & Equipment Company, Inc. of Cumming, GA, in the amount of \$65,448.66.

Consent

- 2 Approve the request of Sunrise Cove SMI Westrec for refurbishments and improvements to existing Dock P of Sunrise Cove Marina.

Consent

County Attorney

Mr. Linkous addressed the Board.

- 3 Approve the amendment to the February 23, 2023 Voting Meeting Minutes regarding item 24 (Application of Ridgeline Land Planning, Inc.) to correct a scrivener's error.

Consent

- 4 Approval and authorization for the Chairman and District Commissioners to execute a resolution objecting to the annexation by the City of Buford of tax parcel number 08153 000001 owned by Amy L. Barfield and Christopher W. Watford located on 4470 Bennett Road, and authorize the Board to execute any and all documents in relation to such objection, subject to review and approval by the County Attorney.

Consent

Court Administration

Jason Stephenson, Court Administrator, addressed the Board.

- 5 Approve the award of IFB #031-44 Renovate Hall County Courthouse Jury Assembly Room Phase 1B for Court Administration to Pencor, LLC of Alpharetta, GA, in the amount of \$684,074.00.

Consent

- 6 Approve the sole source purchase of an Audio/Video Streaming System for Court Administration to S&L Integrated Systems, LLC of Thomasville, GA, in the amount of \$96,729.27.

Consent

Cyndi Hurst, Court Services Division, addressed the Board.

- 7 Approve the Hall County Grand Jury's increased expense allowance of traverse juror's pay in Superior and State Courts, effective March 1, 2024.

Consent

Elections

Paige Thompson, Elections Manager, addressed the Board.

- 8 Approve the annual renewal of the Hardware Warranty Agreement for Elections to Dominion Voting Systems, Inc. of Broomfield, CO, in the amount of \$88,611.36.

Consent

Emergency Management

Zach Brackett, Director of Emergency Management (EMA), addressed the Board.

- 9 Approve the Statewide Mutual Aid and Assistance Agreement between the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) and Hall County.

Consent

- 10 Approve the Memorandum of Understanding between Lanier Technical College Police Department and Hall County in regards to E-911 communication needs.

Consent

Fire Rescue

Jerry Smith, Interim Fire Chief, addressed the Board.

- 11 Approve the sole source purchase of two (2) Lucas Chest Compression Systems and two (2) Stryker Ambulance Stretchers for Fire Rescue to Stryker Medical of Chicago, IL in the amount of \$89,514.22.

Consent

Human Resources

Dr. LisaRae Jones, Director of Human Resources, addressed the Board.

- 12 Approve the Employment Agreement for the Assistant Director of Planning and Development.

Consent

Planning and Development

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

- 13 Public Hearing for a new Malt Beverage and Wine package license for Lakeside Petro Station, LLC located at 5974 Jim Crow Road, Flowery Branch, GA 30542. Ownership is Lakeside Petro Station, LLC. License holder and registered agent is Imran Momin. Commission District 3.

Commissioner Stowe pointed out that this item is located in Commission District 2.

- 14 Public Hearing for a new Malt Beverage, Wine, and Distilled Spirits consumption alcohol license for Pueblos Mexican Cuisine located at 3630 Thompson Bridge Road Ste 4, Gainesville, GA 30506. Ownership is Pintos Enterprises, LLC. License holder and registered agent is Istharr Hernandez-Flowers. Commission District 2.

Beth Garmon, Assistant Director of Planning and Development, addressed the Board.

- 15 **3580 and 3526 Poplar Springs Road and 3601 Pierce Drive | Amend Conditions** | of a Planned Residential Development (PRD) on a combined 97.48± acre tract located on the south side of the Poplar Springs Road at its intersection with Poplar Springs Church Road | Zoned PRD; Tax Parcel 15036A000001, 000003 & 000011 | **Proposed Use: 192-lot single-family residential development** | Commission District 1 | **Clint Dixon for Clayton Properties Group, Inc, applicant.**

- 16 **4670 Union Church Road | Amend Conditions |** of a Planned Residential Development (PRD) on a 50.75± acre tract located on the east side of Union Church Road, approximately 166 feet from its intersection with Steeple Chase Lane | Zoned PRD; Tax Parcel 15043 000001 | **Proposed Use: 100-lot single-family residential development** | Commission District 1 | **Ridgeline Land Planning, Inc. applicant.**
- 17 **4363 Sardis Road | Rezone |** from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on a on a 41.71± acre parcel located on the west side of Sardis Road, approximately 361 feet from its intersection with Short Road | Zoned AR-III; Tax Parcel 10075 000004 | **Proposed use: 125-lot single-family residential development** | Commission District 2 | **Grace of Georgia Developments, LLC, applicant.**

Public Works and Utilities

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

- 18 Approve the purchase of one (1) Caterpillar MH3024 Material Handler for the Landfill to Yancey Brothers, Inc. of Dacula, GA, in the amount of \$465,639.00.
Consent
- 19 Approval and authorization for the Chairman to execute an agreement between the Georgia Department of Transportation (GDOT) and Hall County concerning support for lighting at a potential roundabout located at intersection of SR 211 (Old Winder Highway) and Union Church Road. Commission District 1.
Consent
- 20 Approval and authorization for the Chairman to execute a Settlement Agreement for the purchase of .44 acres of real property located at 3255 White Sulphur Road, Hall County, Georgia, tax parcel number 09108 000066, for the sum of \$300,000.00, and authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval of the County Attorney.

County Administrator

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

- *Presented a "WIN" video featuring Management Information Systems (MIS).*
- *Acknowledgment of Srikanth Yamala's 19 years of service to Hall County.*

Public Comments

There were no comments from the public.

Commission Time

Commissioner Kathy Cooper, District 1, wished her grandson Benjamin, a happy second birthday.

Commissioner Billy Powell, District 2, acknowledged current members of Leadership Hall. These members addressed the Board:

- *Tony Cash, Syfan Logistics*
- *Bret Gaines, Northeast Georgia Health System*

Commissioner Jeff Stowe, District 4, mentioned that his step-son and Commissioner Cooper's grandson share birthdays.

Adjourn

Chairman Higgins adjourned the meeting at 3:41 p.m.



AGENDA ITEM

Consent

REPORT TO: Work Session (02/19/24)
REPORT TO: Voting Meeting (02/22/24)
ITEM NO: 91/2024
SUBJECT: Approve the February 19, 2024 Executive Session minutes.

Meetings:

Work Session Date: 02/19/24 **Voting Meeting Date:** 02/22/24

Executive Summary:

Presenter: CA
Recommendation: Approve.

Purpose of Request: Approve the February 19, 2024 Executive Session minutes.
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? 2024-02-22

Approvals:

Approve	Attorney	Administration	Clerk
JR	WLI	CR	JR

Attachments:



HALL COUNTY BOARD OF COMMISSIONERS MEETING MINUTES

**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 19, 2024 - 02:00 PM**

Call to Order

Chairman Higgins at 2:00 p.m.

Present:

Chairman Richard Higgins, Vice-Chairman Gregg Poole and Commissioners Kathy Cooper, Billy Powell and Jeff Stowe

Also present were County Administrator Zach Propes, Assistant County Administrator Casey Ramsey, Deputy Commission Clerk Abril Olivas, County Attorney William Linkous III, and Special Assistant County Attorney Van Stephens

Commissioner Stowe/Commissioner Powell — to go into Executive Session at 2:00 p.m. — unanimous

Executive Session

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

Commissioner Powell/Commissioner Poole — to adjourn the Executive Session at 3:08 p.m. — unanimous

Adjourn

Commissioner Poole/Commissioner Poole — to adjourn the Meeting at 3:08 p.m. — unanimous



**HALL COUNTY BOARD OF COMMISSIONERS
VOTING MEETING MINUTES**

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

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Thursday, February 08, 2024 - 06:00 PM**

Call to Order

Chairman Higgins at 6:00 p.m.

Present:

Chairman Richard Higgins, Vice-Chairman Gregg Poole and Commissioners Kathy Cooper, Billy Powell and Jeff Stowe

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

Approve Agenda

Commissioner Powell/Commissioner Stowe — approve — unanimous

Invocation

1 Chairman Richard Higgins

Pledge

2 Commissioner Kathy Cooper

Public Comments

There were no comments from the public.

Proclamation/s

3 Approve the Proclamation recognizing February 2024 as Black History Month.

Commissioner Poole presented Angela Middleton, Gwenell Brown, Martha Mays, Rickey Young, Bobbi Cox, Theresa Anderson-Puryar, and Thomas Hailey with the Proclamation.

Commissioner Powell/Commissioner Stowe — approve — unanimous

- 4 Approve the Proclamation recognizing February 12, 2024 as Georgia Day.

Commissioner Powell presented Carolyn Launer, Terry Hughes, Penny Walker, Martha Trimbach and Helen Powell with the Proclamation.

Commissioner Powell/Commissioner Stowe — approve — unanimous

- 5 Approve the Joint Proclamation with The City of Gainesville recognizing Friday, February 16, 2024, as Arbor Day.

Commissioner Stowe/Commissioner Powell — approve — unanimous

Consent

Commissioner Powell/Commissioner Stowe — approve — unanimous

- 6 Approve the February 5, 2024 Work Session minutes.

- 7 Approve the February 5, 2024 Executive Session minutes.

- 8 Approve the February 5, 2024 Meeting minutes.

- 9 Approve the January 25, 2024 Voting Meeting minutes.

- 10 Approve the January 25, 2024 Executive Session minutes.

- 11 Approve the January 25, 2024 Meeting minutes.

- 12 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.

- 13 Approve the Property Services and Rental Agreement for Williams Mill Greenspace.

- 14 Approve the Property Services and Rental Agreement for River Forks Park.

- 15 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.

- 16 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.
- 17 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.
- 18 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.
- 19 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.
- 20 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.

Other Business - Financial Services

Wes Geddings, Director of Financial Services, addressed the Board.

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

Mr. Geddings expressed appreciation to the Board for their leadership and vision for financial excellence. He presented the six-month Financial Status Update for the month ending December 31, 2023.

Mr. Geddings discussed the Mid-Year Budget Reconciliation. Geddings summarized the recommendation as follows:

- ***Decreasing, by amendment, the County budget 1.27% (from \$410,915,887.00 to \$405,686,531.00)***

Commissioner Stowe/Commissioner Powell — approve — unanimous

Other Business - Planning and Development

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

- 22 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.

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

There were no comments from the public.

Commissioner Cooper/Commissioner Powell — approve — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — aye

Commissioner Poole — abstained

Commissioner Stowe — aye

Motion passed.

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

- 23 **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.**

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

The following people addressed the Board:

Favor:

- Steve Gilliam, 340 Jesse Jewell Parkway, Gainesville

Commissioner Poole/Commissioner Powell — approve with the six (6) conditions listed below — unanimous

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.

24 **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.**

Mr. Lawhon introduced the item. Ms. Doveton discussed the item.

Commissioner Poole/Commissioner Powell — approve tabling item 24 until the February 22, 2024 Voting Meeting — unanimous

*The following motions were made following item 25 regarding item 24:

Commissioner Poole/Commissioner Cooper — reconsider item 24 — unanimous

Commissioner Poole/Commissioner Stowe — approve tabling item 24 until the March 28, 2024 Voting Meeting — unanimous

25

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.**

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

The following people addressed the Board:

Favor:

- Larry Poole, 6518 Highway 52, Gillsville

Opposition:

- John Hurst, 3840 Clarks Bridge Road, Gainesville

Commissioner Poole/Commissioner Cooper — approve with the six (6) conditions listed below — unanimous

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.*

Commissioner Poole/Commissioner Cooper — reconsider item 24 — unanimous

Commissioner Poole/Commissioner Stowe — approve tabling item 24 until the March 28, 2024 Voting Meeting — unanimous

County Administrator

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

- *Congatulated Commission Clerk Jennifer Rivera on obtaining her certification this past week as a Georgia Certified Clerk through the University of Georgia's Carl Vinson Institute.*

Commission Time

Commissioner Kathy Cooper, District 1, congratulated Jennifer Rivera on her accomplishment.

Commissioner Billy Powell, District 2, acknowledged current members of Leadership Hall. These members addressed the Board:

- *Nicole Parham, City of Gainesville*

Adjourn

Commissioner Poole/Commissioner Stowe — adjourn at 6:46 p.m. — unanimous



AGENDA ITEM

Consent

REPORT TO: Work Session (02/19/24)

REPORT TO: Voting Meeting (02/22/24)

ITEM NO: 61/2024

SUBJECT: Approve the purchase of three (3) Kubota D1105 Rugged Terrain Vehicles for Parks & Leisure to Mason Tractor & Equipment Company, Inc. of Cumming, GA, in the amount of \$65,448.66.

Meetings:

Work Session Date: 02/19/24

Voting Meeting Date: 02/22/24

Executive Summary:

Presenter: BH
Recommendation: Approval

Purpose of Request: Approve the purchase of three (3) Kubota D1105 Rugged Terrain Vehicles for Parks & Leisure to Mason Tractor & Equipment Company, Inc. of Cumming, GA, in the amount of \$65,448.66.

History:

Facts and Issues: Vehicles will serve maintenance needs at Bolding Mill, Duckett Mill and Old Federal Campgrounds.

Options:

Mason Tractor is approved on Sourcewell co-op. (Contract # 122220-KBA)

Funding Requested	\$ 65,448.66
Are funds within current budget?	Yes
Source of Funds	Parks Capital Projects Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Attachments:

Financial Supplement
Quote
Sourcewell Contract
Sample Photo of RTV



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

AGENDA ITEM 61/2024

Funds Requested: \$ 65,448.66

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Parks Capital Projects Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	6210-PARKS AND LEISURE SERVICES	542500-OTHER EQUIPMENT	\$65,448.66

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BH

Phone: 678-997-5823

Quote Provided By
 MASON TRACTOR & EQUIPMENT CO.,
 INC.
 RANDY THOMPSON
 2510 DAHLONEGA HWY
 CUMMING, GA 30040
 email: rthompson@masontractorco.com
 phone: 7708876119

-- Standard Features --

-- Custom Options --



V Series RTV-X1100CWL-H

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model Kubota D1105
 3 Cyl. 68.5 cu in
 +24.8 Gross Eng HP
 75 Amp Alternator

KEY FEATURES

Factory Cab w/ A/C, Heater,
 Defroster
 Fully opening roll-down door
 windows
 Digital Multi-meter
 Speedometer
 Pre-wired w/ speakers/antenna for
 stereo
 Front Independent Adjustable
 Suspension
 Rear Independent Adjustable
 Suspension
 Brakes - Front/Rear Wet Disc
 Rear Brake Lights / Front
 Headlights
 2" Hitch Receiver, Front and Rear
 Deluxe 60/40 split bench seats
 with driver's side seat adjustment
 Underseat Storage Compartments
 Deluxe Front Guard
 (radiator guard, bumper, and lens
 guard)

TRANSMISSION

VHT-X
 Variable Hydro Transmission
 Forward Speeds:
 Low 0 - 15 mph
 High 0 - 25 mph
 Reverse 0 - 17 mph
 Limited-slip Front Differential
 Rear differential lock

HYDRAULICS

Hydrostatic Power Steering
 with manual tilt-feature
 Hydraulic Cargo Dump
 Hydraulic Oil Cooler

FLUID CAPACITY

Fuel Tank 7.9 gal
 Cooling 8.3 qts
 Engine Oil 4.3 qts
 Transmission Oil 1.8 gal
 Brake Fluid 0.4 qts

CARGO BOX

Width 57.7in
 Length 40.5 in
 Depth 11.2 in
 Load Capacity 1102 lbs
 Vol. Capacity 15.2 cu ft

+ Manufacturer Estimate

SAFETY EQUIPMENT

SAE J2194 & OSHA 1928 ROPS
 Horn
 Dash-mounted Parking Brake
 Spark Arrestor Muffler
 Retractable 2-point Seat Belts

DIMENSIONS

Width 63.2 in
 Height 79.5 in
 Length 120.3 in
 Wheelbase 80.5 in
 Tow Capacity 1300 lbs
 Ground Clearance 10.4 in
 Suspension Travel 8 in
 Turning Radius 13.1 ft

Factory Spray-on Bedliner
 "L" Models Only

Bright Alloy Wheels (Silver-
 painted)
 Silver-painted with machined
 surface
 "S" Models only

TIRES AND WHEELS

Heavy Duty Worksite 25 x 10 - 12, 6 ply

RTV-X1100CWL-H Base Price:	\$26,399.00
<u>Configured Price:</u>	<u>\$26,399.00</u>
Sourcewell Discount:	(\$5,807.78)
<u>SUBTOTAL:</u>	<u>\$20,591.22</u>
Dealer Assembly:	\$0.00
Freight Cost:	\$825.00
PDI:	\$400.00

Total Unit Price: \$21,816.22
 Quantity Ordered: 3
 Final Sales Price: \$65,448.66

Final pricing will be based upon pricing at the time of final delivery to Sourcewell members. Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer


*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

Kubota


Utility vehicles and off-road vehicles

#122220-KBA

Maturity Date: 1/29/2025

Products & Services 
Buy Sourcewell
Documents
Contact Information

- Utility vehicles - gas
- Off-road vehicles
- Wide variety of options

[Locate your local dealer or representative](#) 

(nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

Username

Username

Password

[Log In](#)

[Forgot username or password?](#)
[🔗](#)
[Setup Buy Sourcewell access 🔗](#)

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

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**Solicitation Number: RFP #122220****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kubota Tractor Corporation, 1000 Kubota Drive, Grapevine, TX 76051 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds. The Participating Entity must provide advance notification to Vendor if federal funds are being used for the purchase.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference. [Note - Vendor operates under California law and does not participate in or file Affirmative Action Plans.]

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of

every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery;

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Kubota Tractor Corporation

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 1/25/2021 | 11:48 AM CST

DocuSigned by:
Alex Woods
7839492180EC44E...
By: _____
Alex Woods
Title: Vice President
Date: 1/25/2021 | 12:37 PM PST

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 1/25/2021 | 2:50 PM CST

RFP 122220 - Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services

Vendor Details

Company Name: Kubota Tractor Corporation
Address: 1000 Kubota Drive
Grapevine, TX 76051
Contact: Mike Spillars
Email: mike.spillars@kubota.com
Phone: 817-532-5592
HST#: 95-2801513

Submission Details

Created On: Monday November 16, 2020 09:26:04
Submitted On: Monday December 21, 2020 14:41:11
Submitted By: Rusty Pugh
Email: rusty.pugh@kubota.com
Transaction #: 3c3c5e15-35ad-4104-81e6-8c47291cc0c4
Submitter's IP Address: 47.189.235.228

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Kubota Tractor Corporation *
2	Proposer Address:	1000 Kubota Drive Grapevine, TX 76051 *
3	Proposer website address:	www.kubotausa.com *
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Alex Woods Vice President 1000 Kubota Dr. Grapevine, TX 76051 alex.woods@kubota.com PH: 817-756-1171 *
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rusty Pugh National Accounts Manager, Municipal and New Business 1000 Kubota Dr. Grapevine, TX 76051 rusty.pugh@kubota.com ph: 817-7163587 *
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Spillars National Accounts Business Development Manager 1000 Kubota Dr. Grapevine, TX 76051 mike.spillars@kubota.com PH: 817-532-5592 *

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>7</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Kubota is passionate about, and dedicated to food, water, and life. Gonshiro Kubota demonstrated this with the founding of Kubota in 1890 as a casting company to serve a critical need for safe drinking water. In 1893 Kubota produced the first ever domestic cast iron pipes. Following WWII food was in short supply in Japan. Kubota developed the cultivator, a pioneering piece of equipment in the mechanization of agriculture and the revolution of the production of food. With small villages in Japan suffering from labor shortages, Kubota developed our first tractor to provide a stable and abundant food supply.</p> <p>In 1969 Kubota Corporation filled a product void in sub-compact tractors by introducing its first tractor into the United States. The Kubota Tractor Corporation was formed in 1972 as a privately held corporation of Kubota Corporation, Osaka, Japan. It has been growing and expanding its offering in the United States ever since. Kubota Tractor Corporation serves Kubota Corporation as distribution in the United States for Kubota equipment. This includes compact construction equipment which includes excavators, skid steers, backhoes, wheel loaders, turf mowing equipment, tractors, attachments, and utility vehicles. Additionally, Kubota Corporation has a wholly owned subsidiary in Canada (Kubota Canada Limited "KCL"). KCL supports Canadian sales and distribution.</p> <p>Kubota entered the utility vehicle (task vehicles, side-by-sides) market, the products and solutions for this contract proposal, in North America in 2004 and enjoys robust market share and customer satisfaction. Technology from other areas of expertise such as tractors, allowed Kubota to enter this market with proven designs and technologies from other products. As a result, every year since entering the utility vehicle market, Kubota has been named by Power Products North American as the best-selling diesel utility vehicle in North America.</p> <p>Kubota continues to innovate and serve its customers today with the number one selling sub-compact tractor, mini excavator, and diesel utility vehicle in the United States along with a varied and respected product offering. Kubota's core values of dedication to food, water and life are tied to serving our customers. Our company is committed to working for the development of society by drawing on all our capabilities and know-how to offer superior products and technologies. Kubota's business philosophy and primary objective is not sales and profits, rather, to win the trust of our customers and contribute to society in a growing number of ways. Everything we do is for the customer and this can be seen below in the "Kubota Promise".</p> <ul style="list-style-type: none"> a. Produce state of the art, quality products b. Lead the industry in engineering and technological firsts c. Respect the environment and protect our customer's safety d. Provide uncompromising service e. Listen and respond to the customer's needs f. Value each customer relationship with integrity and respect g. Support professional dealers and retailers h. Manage with vision and leadership <p>Since our founding in 1890, Kubota continues to be a global leader in the products we produce and the markets we serve. Food, water, and the environment are indispensable for human beings. Kubota is looking to the future to support earth and humanity. By contributing products, like the utility vehicles in this proposal, and creating a superior living environment through superior products, technologies, and services, Kubota is living out its core values and business philosophy.</p>
<p>8</p>	<p>What are your company's expectations in the event of an award?</p>	<p>If awarded the Sourcewell contract, Kubota expects to meet and exceed the expectations of Sourcewell members for products, services, and support. Sourcewell will be our first and best solution for cooperative purchasing. Our dedicated National Account Manager for Municipal and Business Development will make our Sourcewell contracts a focus for sales growth throughout the United States and Canada. Meetings, instruction, and field support at the dealer level will be part of our marketing plan to promote our contract, engage our dealer network, and advance support of Sourcewell members.</p> <p>Additionally, a priority will be placed on engaging government entities and encouraging the adoption of our Sourcewell contract in place of establishing individual government contracts. The Kubota dealer network will receive updated training and support to ensure they support Sourcewell members to the fullest. Kubota and the National Account Manager for Municipal and New Business will partner with Sourcewell for marketing materials and trade show support. Kubota looks forward to attending and supporting Sourcewell "Get to Know Us" forums and will encourage dealer participation to understand the value of contract purchasing with Sourcewell members. Kubota will incorporate all Sourcewell marketing materials, resources, and tools (e.g. training videos, Talkin' Tactics Webinars, etc.) into dealer education and business development.</p>

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Financial information is attached in documents that include general information such as Dun and Bradstreet number and Federal I.D numbers as well as more specific financial information such as creditors, banking information, and a full financial report. Kubota Tractor Corporation's parent company, Kubota Corporation, carries an AA- issuer rating as well as a Long-Term Issue rating of AA-. This very high credit worthiness is supported by excellent factors. The short-term rating is a-1+. This rating denotes a certainty of the fulfillment of short-term obligation as high. A copy of the most recently available full year financial report has been included in documentation.	*
10	What is your US market share for the solutions that you are proposing?	Kubota's market share in the United States for our commercial utility vehicles (task vehicles, side-by-side vehicles) is 24.3%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Kubota's Canadian market share for commercial utility vehicles (task vehicles, side-by-side vehicles) is 45%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Kubota has never petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) Distributor. Kubota Tractor Corporation was incorporated under the laws of the state of California and is a wholly owned subsidiary of the holding company Kubota North America Corporation which is wholly owned by Kubota Corporation, a Japanese Corporation. Kubota Tractor Corporation and Kubota Canada Ltd sell Kubota equipment to the Kubota dealer network of over 1,100 independently owned Kubota dealerships. These dealers service and sell Kubota products in all 50 states and throughout Canada.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	No licenses and certifications are required to be held by Kubota. However, Kubota seeks certifications to demonstrate commitment to excellence in quality in design, development, and environmental sustainability. This can be seen in the certifications our company has achieved. Our company employs DRBFM, a cross functional disciplined process to evaluate proposed changes to designs. Kubota self-audits quality, quality compliance, cross audits, and audits at short notice. This focus on auditing and compliance is to achieve operational excellence. All divisions have achieved ISO 9001 certification. 24 Kubota Group companies whose primary operation is manufacturing have acquired certification. Additionally, our commitment to environmental excellence is witnessed by our ISO 14001 environmental certifications. ISO 14001 certification has been achieved at all domestic sites and 14 production sites in Japan. ISO 14001 certification is an environmental certification issued by the International Organization for Standardization.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There have been no suspensions or debarment in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Kubota is a global major brand providing products, services, and solutions dedicated to excellence in all of the markets it operates and serves. We are proud of the many industry awards and recognition we have achieved around the world as they are relevant to Kubota's dedication to excellence in environmental issues and in product innovation.</p> <p>2019</p> <ul style="list-style-type: none"> • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports (every year since 2004) • The North American Dealers Association (NAEDA) Dealers-Manufacturers survey has ranked Kubota number one, six years in a row • OEM Off-Highway Research – Worlds #1 selling compact excavator • Kubota obtained the highest rated "A-List Company" in "CDP Water Security Program". The CDP is an international non-profit organization that conducts researches against companies and governments to reduce greenhouse gases and emissions • Equipment Watch - Kubota U35-4 compact excavator wins Highest Retained Value Award • Excellence Award in Environmental Reporting - 23rd annual Environmental Communication Awards co-sponsored by the Japanese Ministry of the Environment and the Global Environment Forum <p>2018</p> <ul style="list-style-type: none"> • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports • Environmental Technology and Project Award presented by the Environmental Engineering Committee of the Japan Society of Civil Engineers • OEM Off-Highway Research – Worlds #1 selling compact excavator • Excellence Award - CASBEE Sakai Environmental Building Awards for promoting environmentally buildings • BLUE PROPER Award - Environment Minister Indonesia. This rating is only for companies found operating 100 percent in compliance with environmental regulations • Green Award - Kubota Environmental Engineering (Shanghai) - Chinese Environmental Conference • KBS Kubota Co., Ltd. - Environmental Contribution Award presented at the 2018 Logistics Awards sponsored by the Japan Institute of Logistics Systems • Excellence Award in Environmental Reporting - 22nd annual Environmental Communication Awards co-sponsored by the Japanese Ministry of the Environment and the Global Environment Forum <p>2017</p> <ul style="list-style-type: none"> • AE50 Outstanding Innovation Award – RTV X1140 Utility Vehicle • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports • OEM Off-Highway Research – Worlds #1 selling compact excavator • Green Industry Award from the Thai government • Kubota obtained the highest rated "A-List Company" in "CDP Water Security Program" in 2017. The CDP is an international non-profit organization that conducts researches against companies and governments to reduce greenhouse gases and emissions • AGRITECHNICA 2017 – Vicon Extra 7100T GEOMOW – Machine of the Year • iF International Forum - Design Award – M7001 series <p>2016</p> <ul style="list-style-type: none"> • Japan Institute of Design Promotion – FY2016 Good Design Award • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports • OEM Off-Highway Research – Worlds #1 selling compact excavator <p>2015</p> <ul style="list-style-type: none"> • Paris International Agri-business Show (SIMA) Kubota M7001 series most notable product – Machine of the Year • ViconFastBale – SIMA Innovation Awards Silver Medal for superior technology • AGRITECHNICA 2015 – Kvermeland 2500 iPlough Machine of the Year • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports • OEM Off-Highway Research – Worlds #1 selling compact excavator
17	What percentage of your sales are to the governmental sector in the past three years	Government and education collectively comprise approximately 35% of Kubota's national accounts program reporting.
18	What percentage of your sales are to the education sector in the past three years	Government and education collectively comprise approximately 35% of Kubota's national accounts program reporting.

19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Sourcewell cooperative purchasing contract – 2020 - \$30.9mm, 2019 - \$33.8mm, 2018 - \$26.3mm, 2017 – \$16.2mm</p> <p>BuyBoard – 2020 - \$6.6mm, 2019 - \$9.9mm, 2018 - no contract</p> <p>HGAC cooperative purchasing contract - 2020 - \$306k, 2019 - \$595k, 2018 - \$656k, 2017 – \$837k</p> <p>MAPO cooperative purchasing contract - 2020 - \$1.2mm, 2019 - \$1.7mm, 2018 - \$1.16mm, 2017 – \$1.35mm</p> <p>Louisiana state contract - 2020 - \$199k, 2019 - \$3.4mm, 2018 - \$3.41mm, 2017 – \$2.07mm</p> <p>Oregon state contract - 2020 - \$349k, 2019 - \$1.2mm, 2018 - \$860k, 2017 – \$959k</p> <p>New York state contract (adopted Sourcewell contract, volume is included in Sourcewell totals)</p> <p>Pennsylvania state contract - 2020 - \$1.5mm, 2019 - \$2.2mm, 2018 - \$44k, 2017 – no sales, contract was established in 2018.</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Kubota has multiple dealers holding General Services Administration contracts and can be found on https://www.gsaadvantage.gov/advantage/ws/main/start_page?store=ADVANTAGE. While dealer overall sales volumes are visible to Kubota, dealer GSA sales volumes are not reported.</p>

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
State of Illinois - Illinois Department of Transportation	Michael Staab	(217) 494-4167
County of Loudon, Virginia Parks & Recreation	James Lickey	(571) 333-0547
Miami Dade County	Bernie Rodriguez	(305) 755-7873

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Village of Holley	Government	New York - NY	Construction and maintenance equipment - Kubota equipment purchases	Averages \$25,000-\$50,000	\$763,406
City of Greensboro	Government	North Carolina - NC	Construction and maintenance equipment - Kubota equipment purchases	Averages \$25,000-\$50,000	\$384,395
Town of Fallsburg	Government	New York - NY	Construction and maintenance equipment - Kubota equipment purchases	Averages \$25,000-\$50,000	\$355,798
City of Athens	Government	Alabama - AL	Construction and maintenance equipment - Kubota equipment purchases	Averages \$25,000-\$50,000	\$342,345
City of Cleveland	Government	Ohio - OH	Construction and maintenance equipment - Kubota equipment purchases	Averages \$25,000-\$50,000	\$284,630

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of

workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Kubota's sales force contains employees of our company as well as that of our dealer network numbering over 1,100 locations. Sales coverage is in place for all 50 states as well as Canada by both our dealers and Kubota commercial sales team. Our typical dealer averages four sales representatives leading to dealer sales representation that conservatively averages over 4,000 representatives. Kubota in Canada has 154 dealer locations with similar sales force averages. Additionally Kubota directly employs 51 region sales managers, five district sales managers, and five division sales managers. This Kubota sales force is essential for educating and instructing dealers in promoting and supporting government and education entities. This combined sales effort will also drive new Sourcewell member growth and engagement.
24	Dealer network or other distribution methods.	Kubota has three distribution warehouses in the United States in Georgia, Kansas, and California. These centers serve and support over 1,100 Kubota dealers serving all fifty states in the United States. In Canada, Kubota has 154 dealers who serve all of Canada.
25	Service force.	Kubota places a high level of importance on quality, dependability, and service support. In fact, Kubota dealers average over twice as many service technicians as sales representatives. With each Kubota dealer averaging 9 service technicians, Kubota's dealer network averages over nine thousand service representatives in the United States. Many of these have mobile service vehicles. Kubota's Canadian dealer network has similar averages of service technicians in its 154 dealerships. Kubota internally employs approximately 50 field-based technical service representatives to assist the dealer network with ensuring maximum up time and value for Kubota users. Kubota has stringent dealer requirements to provide strong customer service support and obligations are high. Each dealership is required to have a factory trained service technician on staff at all times. This factory training is facilitated by the Kubota corporate technical service center in Grapevine, TX. A corporate service training staff ensures dealers have access to, and take advantage of, world-class service training. Every dealer is also required to participate annually in service training school which last multiple days. These requirements ensure Kubota dealers meet our stated service goals and expectations.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The process for our customer service program is for Sourcewell members to make contact with their servicing dealer. Their Kubota dealer is local and waiting to support Sourcewell members with after sale parts and service support. Sourcewell members can source parts, additional services, warranty work, or other support directly with their local dealer. These local servicing Kubota dealers in turn work with Kubota directly to provide the best parts and service solution for Sourcewell members. This one step, one point of contact process creates the easiest and fastest solution for Sourcewell members when they need customer service support.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Kubota will provide service and support to Sourcewell members in all 50 states in the United States.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Kubota Canada Ltd. is able to provide to Sourcewell members service and support in Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic restrictions in the United States or Canada. There are no participating Sourcewell entities that Kubota will not be fully serving.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no participating Sourcewell entities that Kubota will not be fully serving. Kubota will support all Sourcewell members equally and fully.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions to supporting Sourcewell members in Alaska and Hawaii. Kubota has dealers located in both states to support Sourcewell members.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Kubota will market and promote the Sourcewell contract internally to its dealer network sales team, as well as internally to the Kubota corporate sales team. In addition, Kubota will promote directly among the government and education sectors in multiple ways. To enhance dealer understanding and onboarding for our Sourcewell solution, we use web based training to further deepen dealer understanding. Marketing materials are designed in conjunction with Sourcewell for dealers and the national Kubota sales team. We also employ a dealer sales bulletin system that describes in detail for our entire dealer network of 1,100 dealers how to transact and promote our existing Sourcewell contract. Part of dealer engagement and understanding is promotion of our dealer quote tool tied specifically to our Sourcewell solution. This intuitive and easy to use tool means dealers can quote Sourcewell members quickly and accurately. Kubota promotes local Sourcewell events among dealers and encourages attendance. Local dealer support is critical for contract success as well as Sourcewell member support and satisfaction so we place a high level of effort in dealer knowledge and contract support. Dealer engagement is critical to marketing success and we couple this with sales engagement among the Kubota corporate sales team. Growth in this channel has been incorporated into Kubota regional sales manager's management plan. Lastly, the Kubota National Accounts team attends regional dealer and company events to discuss and promote our Sourcewell solution internally and with our dealer network. The National Accounts team also attends and promotes Sourcewell sponsored events. We have and will continue to engage our dealer's sales team and internal sales teams in a meaningful way to ensure success for our Sourcewell solution.</p> <p>In addition to promoting our Sourcewell solution internally, we will be promoting our solution externally. Kubota will attend and promote our solution at regional and national events in government and education. We have dedicated resources to this channel to support our marketing plan. Kubota is an ecosystem of high expectations. We will bring these high expectations to our marketing and promotional efforts to supporting events in all government entities; public and private, K-12 schools, colleges, universities and non-profit organizations.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Kubota has integrated digital resources into dealer training and education to support current Sourcewell contracts and this current proposed solution. Training videos are available online to help dealers understand and identify how to serve Sourcewell members and grow our business utilizing the Sourcewell contract. Dealers are instructed in how the process works and can be integrated into their individual dealer sales plans. Additionally, we have created dealer facing quotation tools dedicated to our Sourcewell contract to ensure ease of use and accuracy of information provided to Sourcewell members.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our view of Sourcewell's role in promoting contracts is that of partner rather than relying on Sourcewell to promote Kubota's contract solutions. Sourcewell is our partner for contract adoption, promotion, and education. Kubota will partner with Sourcewell in seeking state adoption and acceptance of Sourcewell solutions. Sourcewell partnering with us in GTKU's has been and will continue to be effective in dealer sales education. We expect Sourcewell to continue creating content and marketing material we can use to promote Sourcewell in general and our solution specifically. We expect Sourcewell to continue engagement at our annual in person dealer meetings. Lastly, we will continue to expect to rely on our contract manager for input and guidance regarding our solutions. We expect a partnership in promoting, educating, and engagement so we can both grow together.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	An e-procurement system is not currently in place. However, Kubota does use an e-quoting tool to ensure speed and accuracy for Sourcewell members. Given the complexity and customization involved in building solutions for Sourcewell members, a consultative approach helps best design individualized solutions for Sourcewell members. Working with dealers to fully understand the local terrain and environment, as well as taking advantage of the expertise of our dealer network, best serves Sourcewell members. This ability to tailor member requirements with the available products, options, and services for Sourcewell members provides a distinct advantage over e-procurement.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All product training is available through our dealer network. Training is tailored to the Sourcewell member's existing knowledge and requirements. Operator training is provided for every member upon delivery of each product. More advanced levels of training are available upon request. Other training such as additional on-site training may be requested by Sourcewell members. This training may be discussed with dealers and provided as an additional line-item in a Sourcewell member quote.
37	Describe any technological advances that your proposed products or services offer.	Innovation in technology is common and ongoing within our company. Common rail systems and Eco-Plus system prioritizes fuel economy, low noise, and vibration cabs as well as vibration matched hydraulics. Because of our technological advances, many of our competitors choose to use Kubota engines in their products. The units in this solution have electronic fuel injection and either continuously variable transmissions with inertial clutches (CVT Plus) or variable hydro transmissions.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Kubota's has a deep commitment to green initiatives. In 1995 Kubota began the internal Environmental Audit System for environmental protection in accordance with standards stricter than existing laws and regulations and towards continuous environmental improvement. All domestic establishments achieved ISO 14001 environmental certifications from the International Organization for Standardization. In 2010 Kubota was certified as an Eco-First Company by Japan's Ministry for the Environment.</p> <p>The Kubota Group has established a Kubota Group Environmental Charter as well as involvement with environmental conservation activities and setting medium and long-term environmental conservation targets. These targets have resulted in actions that have achieved results. 2019 in comparison to 2014 has achieved the following results.</p> <p>CO2 emission per unit produced has been reduced by -17.1%.</p> <p>Energy use per unit of production was reduced by -14.3%.</p> <p>Waste discharge has reduced by -10% per unit of production.</p> <p>Water consumption per unit of production was reduced by -19.5%.</p> <p>VOC's (volatile organic compounds) was reduced per unit of production by -38.1%</p> <p>Our long-range plans and immediate actions of the present demonstrate Kubota's commitment to reducing CO2 and VOC emissions, reducing waste, conserving water, and preserving our environment. "For Earth, For Life", it is more than our motto, it is what we do.</p> <p>https://www.kubota.com/sustainability/environment/active/index.html</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	The vehicles proposed in our solution are all EPA and CARB certified. The California rating (CARB) is in fact even more stringent than EPA certification. Documentation is provided in "additional documents".
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	No proposal for this section.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Being the number one selling diesel commercial utility vehicle in North America positions Kubota as unique. This position is based on Kubota's commitment to form and function in consumer comfort and rugged durability. For maximum comfort these units have independent suspension on all four wheels. The extra duty IRS (independent rear suspension) sets a new standard for durability. Additionally, this suspension is height-adjustable front and rear suspension. The electronic power steering found on the units in this solution deliver exceptional steering control that improves handling and stability.</p> <p>Durability is a unique attribute to Kubota products in this solution. Kubota has more experience in variable hydraulic transmissions than any other utility vehicle manufacturer. The engine torque is maximized through an advanced variable displacement HST motor, resulting in a larger torque band. Kubota has a 20% larger, clog-resistant radiator and air-intake located high and up front, where the air is cleaner and cooler. This improves both radiator performance and simplifies maintenance. Our wide fin pitch design minimizes clogging, further improving radiator performance.</p>

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes. Warranty documents providing detail are included in this proposal.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details are provided in the warranty guide. The warranty guide is fully instructive in warranty details. Abuse and neglect for example are not covered under warranty.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not under the coverage of warranty. However, if Kubota issues a recall there may be reimbursement for travel time and/or mileage paid to the dealer/technician.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Every authorized Kubota dealer is required to have one factory trained technician on staff. With 1,100 dealers in the United States with coverage in all 50 states as well as 154 dealers in Canada, Kubota dealers are well positioned to serve Sourcewell members with factory trained technicians. Kubota dealers are responsible to service and support all sales made by the dealer. Service for warranty repairs for Sourcewell members are made by the servicing dealer. Should, on a rare occasion, a dealer have difficulty due to remoteness or other circumstance, Kubota and the servicing dealer will work together to find resolution.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No items in our proposal are made by other manufacturers. Kubota is the sole manufacturer for all products in our proposal. All Kubota products are covered by a Kubota warranty.	*
47	What are your proposed exchange and return programs and policies?	All sales are final. However, at its discretion, Kubota may choose to work with a Sourcewell member if they purchase a product that is not matched to their needs. Kubota reserves the right to accept or deny any request for returns or exchanges. Please note, Kubota's number one dealer rating six years in a row by The North American Dealers Association (NAEDA) Dealers-Manufacturers survey speaks to our ability and willingness to resolve most any issue that arises. Lastly, any items found to be warrantable will be provided for under the terms of the warranty statement.	*
48	Describe any service contract options for the items included in your proposal.	Service contract options will be quoted as Open-Market items by local Kubota dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Terms of sale are net thirty days.
50	Describe any leasing or financing options available for use by educational or governmental entities.	Kubota is proud to offer to Sourcewell members financing and leasing options through Kubota Credit Corporation.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>This proposed order process is established to best support Sourcewell members by letting members work closely with their local supporting Kubota dealers throughout the order process. Kubota dealers are included in our response. The process flow below describes both the Sourcewell member order process as well as the internal order process between Kubota and dealers.</p> <p>Sourcewell member process flow:</p> <ul style="list-style-type: none"> • Sourcewell members contact their local Kubota dealer or Kubota Tractor Corporation directly for a quote. Additionally, Kubota dealers proactively marketing the Sourcewell contract may become aware of a need or quote request. If non-Sourcewell members request a quote, dealers have been instructed how to help prospective and qualifying non-members become a Sourcewell member. • The local Kubota dealer will provide the existing or new Sourcewell member with a Kubota authorized Sourcewell quote. This quote is created using the Kubota authorized dealer quote tool. • If Sourcewell members decide to move forward and acquire a Kubota product, Sourcewell members will issue a purchase order made to the Kubota dealer. • The servicing dealer will fulfill the order either from their dealer inventory, or the dealer will order the product from Kubota in the event the product is not located in the servicing dealer inventory. • The product is shipped to the Kubota dealer for the required inspections and any preparation needed for the Sourcewell member. • Delivery is coordinated with the Sourcewell member and upon delivery, operating instructions are reviewed and dealers assist with all needs and questions by the Sourcewell member. Sourcewell member satisfaction is ensured before the process moves on. The process continues and turns internally between Kubota and dealers. <p>Kubota/Dealer process flow:</p> <ul style="list-style-type: none"> • Dealers will settle the purchased unit indicating the sale is to a Sourcewell member in order to receive credit for the sale. • The supporting dealer will provide Kubota the quote as well as the Sourcewell member purchase order for reference. • Kubota will create quarterly reports for dealer sales to Sourcewell members. Kubota will submit this report to Sourcewell quarterly. • Kubota makes payment to Sourcewell based on the agreed upon administrative fee. For reference, this process is the currently established process for Sourcewell contract 040319.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Kubota dealers may, at their discretion, accept the P-card. Kubota encourages Sourcewell members to consult with their local supporting dealer for participation.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Kubota will offer a specific discount from published list price (MSRP) for each model and series in our proposed solution. The discount from MSRP for this proposal is 22 percent. These discounts can be found in the supporting pricing documentation located under Form P.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcwell member pricing discount will be 22 percent from MSRP of Kubota UTV's.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Kubota offers best and last pricing for individual units without requiring Sourcwell members to buy in volume or apply for rebates after the sale.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Requests for open market ("sourced") or non-standard items can be added to Sourcwell member quotes at their request. Acceptance of these quoted sourced/non-standard items will be at the discretion of Sourcwell members.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	PDI Fee - \$400 Dealer or Factory Installation of Accessories - This will be a line item added to the price quote. All common accessories and attachments have a standard labor time associated with the installation of the attachment. Dealer labor rate for installation will vary due to regional economic variances (e.g. San Francisco, CA labor rates are higher than Mobile, AL). Kubota reviews all dealer labor rate differences and ensures that all dealer rates are justified and compliant with normal regional economic conditions. Kubota strives to maintain a labor rate relative to \$100/hour.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight charges will be shown in every quote and invoice. A standardized freight chart will be utilized and is attached to this proposal in documentation.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight in Canada is calculated similarly by Kubota Canada Ltd. as that of Kubota Tractor Corporation. Freight for Hawaii and Alaska will be provided by a freight forwarder and added to all quotes and invoices.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	A unique aspect of Kubota's distribution method is having new, forward inventory within the Kubota dealer network. Many products are already in place and close to Sourcwell members within our 1,100 location dealer network. This allows for Sourcwell members to visit local dealers and many times have a hands-on opportunity with product before purchasing. While Kubota whole goods are distributed through three warehouses in the United States and one in Canada, this access to whole goods through dealer interaction is an added benefit to Sourcwell members. Additionally, having a receiving local dealer allows for specialization of products to meet local and unique needs and requirements before delivery to Sourcwell members.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Kubota self-audits multiple product group's regularly reviewing and auditing pricing along with our digital marketing group that manages our electronic pricing database. In addition, the National Accounts group regularly reviews dealer quoting for pricing accuracy. These multiple layers of self-audit and review elevate accuracy and compliance. Kubota dealers are not paid for their sales using the Sourcewell program without submitting all of the required information to report accurately on the Sourcewell contract usage reports. This information is in turn downloaded to create our usage reports for the Sourcewell program. This series of overlapping auditing for pricing and reporting drives contract compliance.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Kubota proposes paying a 1.5% administrative fee of total sales less freight, assembly fees, and pre-delivery inspection fees for Kubota products only.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Commercial utility vehicles and task vehicles, also known as utility terrain vehicles (UTV's) or side-by-sides, are being proposed for this contract solution. These vehicles come in a variety of horsepower options, sizes, and options as needed per the requirement of Sourcewell members. Gasoline and diesel engines are both available. These vehicles are being used in a wide variety of applications throughout the world. The versatility in dump beds and options such as snow blowers, sweepers, and plows make these units highly utilized. Some of the applications are construction, lawn and turf, landscaping, golf course management, farming, and general maintenance and purpose. The robust build of Kubota UTV's make them suitable for transportation of multiple people in most any application and is demonstrated as being the number one selling diesel utility vehicle in North America since 2004. Lastly, these units have towing capacity up to 1,300lbs (RTV-X900 General Purpose, RTV-X900 Worksite, RTV-X1120 General Purpose, RTV-X1120 Worksite, RTV-X1120 Deluxe, RTV-X1100C, and RTV-X1140. These UTV's also all enjoy payload capacity above 1,500lbs. Kubota is also proposing warranty, parts, and service support on this contract solution provided by the Kubota dealer network.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The following items are related to, and work in conjunction with, the utility vehicles proposed in our solution. These items fall into the subcategory title – "Options". These are snow blowers, sweepers, v-plows, and straight plows.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Utility Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kubota offers a complete line of 2 seat and 4 seat gas and diesel powered utility vehicles.
67	Task Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kubota utility vehicle can be configured in virtually unlimited configurations to meet almost any need or task.
68	Golf Carts	<input type="radio"/> Yes <input checked="" type="radio"/> No	Our vehicles are not used as golf carts
69	Low-speed Vehicles (LSV)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Max speed limit for all Kubota RTV's is 25mph with the exception of RTV-X1120's (29mph) and Sidekicks (40mph)
70	Parking Enforcement	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kubota vehicles can be used for parking enforcement with the correct lighting package installed.
71	Patrol and EMS Solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	With correct lighting and EMS aftermarket packages installed.
72	Passenger Shuttles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kubota Utility vehicles have been used in multiple passenger shuttle situations including the Coachella Music Festival
73	Burden Carriers	<input type="radio"/> Yes <input checked="" type="radio"/> No	Our machines are not considered as burden carriers
74	Side-by-sides	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our vehicles are all considered to be side by side units with 2 and 4 passenger seating.
75	All-Terrain Vehicles (ATV)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kubota utility vehicles are all-terrain vehicles.
76	Snowmobiles	<input type="radio"/> Yes <input checked="" type="radio"/> No	Kubota does not offer snow mobiles.
77	Personal Watercraft	<input type="radio"/> Yes <input checked="" type="radio"/> No	Kubota does not offer personal watercraft
78	Food and Beverage Solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	With correct aftermarket packages installed.
79	Athletic and Campus-use Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kubota utility vehicles are used in college campuses across the USA including Brigham Young University and Ohio State University

Table 15: Industry Specific Questions

Line Item	Question	Response *
80	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Kubota produces multiple sales reports on a monthly basis including our sales volume numbers for the Sourcewell contract. Our main report is the National Accounts Month End report. This report lists all of our sales through the national accounts programs in terms of dollar volume and model mix. Kubota Executives, Middle Management and Field Sales reps review the report(s) and monitor their dealer and dealer group performance with the Sourcewell contract. We also produce a contract usage report that is sorted by Region Sales manager so that each RSM has visibility to the dealers under his responsibility that are and are not using the contract to its fullest potential. Corrective action in the form of sales training is created for underperforming dealers. Sourcewell is a specific call out line item on all National Account sales reports and is thoroughly reviewed by all levels of management for increased monthly and yearly performance.
81	Identify the engine types available for your products (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	Diesel and gasoline engines will be available to Sourcewell members
82	Describe the reliability of your products in extreme hot and cold environments and inclement weather.	Kubota utility vehicles reliability is well established in the marketplace by consumer choice. These vehicles have options well-suited to harsh cold and hot environments. Optional cabs with either air conditioning or heat and defrosting/defogging functions will serve Sourcewell members well in difficult conditions. These options enhance operator comfort and safety in severe conditions.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Alex Woods , Vice President, Divisional Operations, Supply Chain, Parts and National Accounts, Kubota Tractor Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 4_Utility_Transport_Golf_Recreation_122220 Thu November 19 2020 01:54 PM	<input checked="" type="checkbox"/>	1
Addendum 3_Utility_Transport_Golf_Recreation_122220 Fri November 13 2020 03:48 PM	<input checked="" type="checkbox"/>	1
Addendum 2_Utility_Transport_Golf_Recreation_122220 Wed November 11 2020 11:00 AM	<input checked="" type="checkbox"/>	1
Addendum 1_Utility_Transport_Golf_Recreation_122220 Wed November 4 2020 04:33 PM	<input checked="" type="checkbox"/>	2





AGENDA ITEM

Consent

REPORT TO: Work Session (02/19/24)

REPORT TO: Voting Meeting (02/22/24)

ITEM NO: 60/2024

SUBJECT: Approve the request of Sunrise Cove SMI Westrec for refurbishments and improvements to existing Dock P of Sunrise Cove Marina.

Meetings:

Work Session Date: 02/19/24

Voting Meeting Date: 02/22/24

Executive Summary:

Presenter: BH

Recommendation:
Approval

Purpose of Request:

Approve the request of Sunrise Cove SMI Westrec for refurbishments and improvements to existing Dock P of Sunrise Cove Marina.

History:

Per requirements of sublease agreement (with Sunrise Cove SMI Westrec, a subsidiary of Suntex Marina Investors, LLC), this item has received has previously been approved by the Hall County Parks Advisory Board and the United States Army Corps of Engineers.

Facts and Issues:

Options:

Sunrive Cove Marina is seeking permission to proceed with the refurbishment of existing P Dock.

P Dock is 23 years old and in need of maintenance. P Dock currently has 26 uncovered slips with concrete decking and the patios are located on the main walk of the dock.

The finished product would have 26 covered slips with patios located at the front of the slip. The dock will stay in the same footprint as before apart from the roof.

Repairs and upgrades include:

- Replacement of the attenuator wall.
- Replace floatation
- Adding 24ga split roof to allow for wind load.
- Adding additional winches to reinforce anchoring for roof wind load.
- Replacing concrete pavers.
- Updating the electrical system from shore to slips.
- Replacing bridge, dock landing and shore landing (raising elevation above high-water flood plain by 2')

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	Budget	Finance
BH	BH	EW	WG
Attorney	Administration		Clerk
WLI	CR		JR

Attachments:

- Draft Board Action Letter
- P Dock Refurbishment Plans
- Letter of Approval - USACE
- Letter of Approval - Parks Advisory Board



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

AGENDA ITEM 60/2024

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



Hall County Government

BOARD OF COMMISSIONERS

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288

CHAIRMAN
Richard P. Higgins

Kathy L. Cooper, District 1
Billy Powell, District 2
Gregg Poole, District 3
Jeff Stowe, District 4

COUNTY ADMINISTRATOR
Zachary T. Propes

ASSISTANT
COUNTY ADMINISTRATOR
Katie Crumley

ASSISTANT
COUNTY ADMINISTRATOR
Casey Ramsey

COUNTY CLERK
Jennifer Rivera

February 22, 2024

Sunrise Cove Marina
Attn: Janice Wagner
5725 Flat Creek Road
Gainesville, GA 30505

Re: Refurbishment of Dock P – Sunrise Cove Marina

Dear Ms. Wagner:

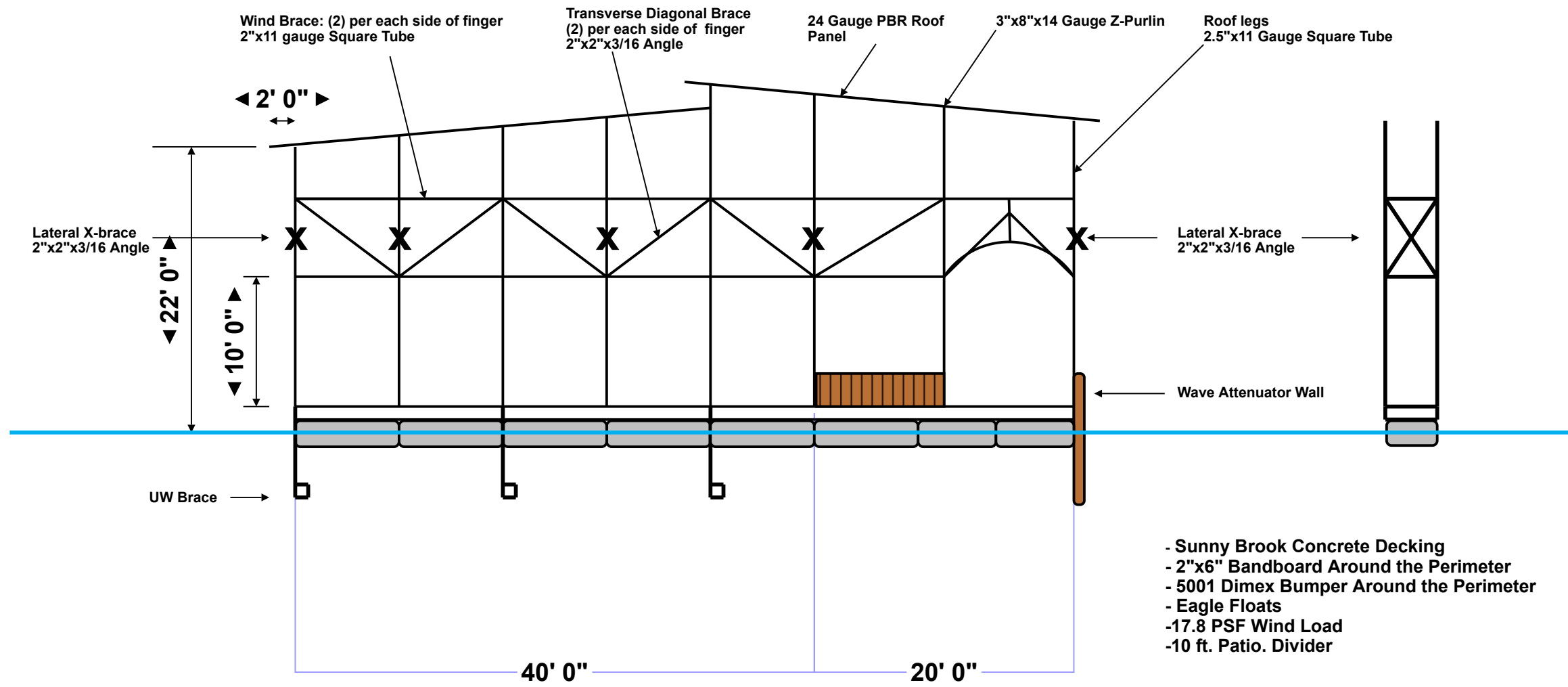
This letter is in response to the request from Sunrise Cove SMI Westrec on June 29, 2023 to refurbish P Dock at Sunrise Cove Marina. The proposed refurbishment has been approved by the Hall County Board of Commissioners. Please allow this letter to serve as written approval for the proposed work.

This approval is granted in accordance with the terms and conditions of Lease No. DACW01-1-98-0452. All work must be accomplished in accordance with all federal, state and local laws and regulations.

Please contact Brent Holloway at 770-535-8280 or email at bholloway@hallcounty.org with any questions you may have concerning this matter.

Sincerely,

Richard Higgins
BOC Chairman
Hall County Board of Commissioners



ST Sunrise Cove Marina: P Dock: 40' Slip Elevation



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
MOBILE DISTRICT, CORPS OF ENGINEERS
109 SAINT JOSEPH STREET
MOBILE, AL 36602

Real Estate Division
Management & Disposal Branch

Hall County
Attn: Brent Holloway
5725 Flat Creek Road
Gainesville, Georgia 30504

Dear Mr. Holloway:

This letter is in response to the request from Hall County on August 1, 2023, to refurbish P dock at Sunrise Cove Marina. The proposed refurbishment has been approved. Please allow this letter to serve as written approval for the proposed work.

Enclosed are the plans illustrating the P- Dock refurbishment, as shown in Enclosure 1. This approval is granted in accordance with the terms and conditions of Lease No. DACW01-1-98-0452. All work must be accomplished in accordance with all federal, state, and local laws and regulations.

Please contact Briana Terry at 770-615-5865 or email at Briana.N.Terry@usace.army.mil with any questions you might have concerning this matter.

Respectfully,

Christopher C. May
Real Estate Contracting Officer

Encl

1. Proposed Refurbishment



Hall County Government
PARKS & COMMUNITY SERVICES

To Whom It May Concern:

4175 NOPONE RD
GAINESVILLE, GA 30506

t: 770.535.8280

DIRECTOR
Brent Holloway

ASSISTANT DIRECTOR
Brandon Smith

ADVISORY BOARD

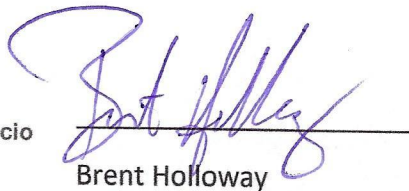
Jessica Tullar
Mark Dunn
Emilie Cisco
Lincoln Griffin
Justin Smith

Mark Pettitt, Ex-Officio
Commissioner Jeff Stowe, Ex-Officio

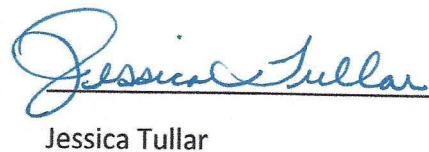
At the July 31, 2023 meeting of the Hall County Parks & Leisure Services Advisory Board, the board voted to approve the proposed refurbishment of P Dock at Sunrise Cove Marina.

Pending USACE approval, the item will be submitted to the Hall County Board of Commissioners for final approval.

Thank you,



Brent Holloway



Jessica Tullar

Director | Parks & Community Services Chair | Parks Advisory Board



AGENDA ITEM

Consent

REPORT TO: Work Session (02/19/24)
REPORT TO: Voting Meeting (02/22/24)
ITEM NO: 71/2024
SUBJECT: Approve the amendment to the February 23, 2023 Voting Meeting Minutes regarding item 24 (Application of Ridgeline Land Planning, Inc.) to correct a scrivener's error.

Meetings:

Work Session Date: 02/19/24

Voting Meeting Date: 02/22/24

Executive Summary:

Presenter: WJLI
Recommendation: Approval.

Purpose of Request: Approve the amendment to the February 23, 2023 Voting Meeting Minutes regarding item 24 (Application of Ridgeline Land Planning, Inc.) to correct a scrivener's error.

History:

Facts and Issues:

The approved February 23, 2023 Voting Meeting Minutes did not include the correct conditions as approved in the Voting Meeting due to a scrivener's error. The amended minutes have the corrected condition which is condition 15. The condition should have listed 'Highway 365 and Cagle Mill Road' instead of 'Highway 52'.

Options:

Item 24 was approved with a unanimous vote.

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

Is there a deadline for this item?

Approvals:

Approve	Attorney	Administration	Clerk
JR	WLI	CR	JR

Attachments:

- February 23, 2023 - Revised Voting Meeting Minutes
- February 23, 2023 - ORIGINAL Voting Meeting Minutes



**HALL COUNTY BOARD OF COMMISSIONERS
VOTING MEETING SUMMARY MINUTES**

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

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Thursday, February 23, 2023 - 06:00 PM**

Call to Order

Chairman Higgins at 6:00 p.m.

Present:

Chairman Richard Higgins, Vice-Chairman Billy Powell, and Commissioners Kathy Cooper, Gregg Poole, and Jeff Stowe

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

Approve Agenda

Commissioner Powell/Commissioner Stowe — approve — unanimous

Invocation

- 1 Chairman Richard Higgins

Pledge

- 2 Commissioner Jeff Stowe

Public Comments

There were no comments from the public.

Presentation/s

Tate O'Rouke, Jackson EMC, addressed the Board.

- 3 Presentation of Jackson EMC Refund Checks.

Ms. O'Rouke presented the Board with annual margin refund checks in the amount of \$33,999.92.

Proclamation/s

- 4 Approve the proclamation recognizing Melanie Smith's retirement after 22 years of service to Hall County, Georgia.

Commissioner Cooper presented Ms. Smith with a Proclamation.

Commissioner Powell/Commissioner Stowe — approve — unanimous

- 5 Approve the proclamation recognizing Katrina Adams' retirement after 25 years of service to Hall County, Georgia.

Commissioner Powell presented Ms. Adams with a Proclamation.

Commissioner Poole/Commissioner Stowe — approve — unanimous

- 6 Approve the proclamation recognizing John Higginbotham's retirement after 25 years of service to Hall County, Georgia.

Commissioner Stowe/Commissioner Poole — approve — unanimous

- 7 Approve the Joint Proclamation with The City of Gainesville recognizing Friday, March 17, 2023, through Sunday, March 29, 2023, as the Twentieth Annual Grady Young Foundation Memorial Scholarship Weekend.

The Board acknowledged those in attendance from the Grady Young Foundation. The proclamation will be presented by the City of Gainesville at a later date.

Commissioner Stowe/Commissioner Powell — approve — unanimous

Consent Agenda

Commissioner Powell/Commissioner Poole — approve — unanimous

- 8 Approve the February 20, 2023 Work Session Minutes.

- 9 Approve the February 9, 2023 Voting Meeting Minutes.

- 10 Approve the February 9, 2023 Executive Session Minutes.

- 11 Approve the February 9, 2023 Meeting Minutes.

- 12 Approve the re-appointment of Tim Evans to the Lanier Joint Development Authority to serve a term from March 2, 2023 to March 1, 2027. Commission Districts 1, 2, 3, & 4.

- 13 Approve the re-appointment of David Lee to the Lanier Joint Development Authority to serve a term from March 2, 2023 to March 1, 2027. Commission Districts 1, 2, 3, & 4.

- 14 Approval and authorization for the Chairman to execute settlement participation forms involving the Teva, Allergan, CVS, Walgreens, and Walmart National Opioid Settlements, and authorization for the Chairman to sign any and all additional documents necessary to effectuate the settlements, subject to review and approval by the County Attorney.

- 15 Approve the purchase of network equipment upgrades for Management Information Systems (MIS) to Lockstep Technology Group of Peachtree Corners, GA, in the amount of \$184,410.13.
- 16 Approve the Recommendation from the Hearing Officer regarding an Alcohol Violation for Nooruddin Virani, Managing Agent/Licenseholder for Shell Food Mart located at 5804 Cornelia Hwy, Alto, GA 30510.
- 17 Approve the RFQ/P #43-043 Augmented Staffing Services for CDL Drivers for the Landfill, Resource Recovery and Solid Waste Divisions to E.D. Staffing, LLC of Marietta, GA. The estimated annual cost is \$626,080.00.
- 18 Approve the acceptance of a \$187,250.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Mount Vernon Manor Subdivision. Commission District 3.
- 19 Approve the real property refund in the amount of \$3,925.02 for overpayment of Hall County taxes regarding property located at 4117 Creek Water Crossing, Flowery Branch, GA 30542 to Dale Struble, II.
- 20 Approve the real property refund in the amount of \$1,648.84 for overpayment of Hall County taxes regarding property located at 7366 Grand Reunion Drive, Hoschton, GA 30548 to Michael Dellas.

Other Business - Financial Services

Wes Geddings, Director of Financial Services, addressed the Board.

- 21 Approve the Fiscal Year 2023 Mid-Year Budget Reconciliation Resolution.

Commissioner Powell/Commissioner Stowe — approve — unanimous

Other Business - Public Works and Utilities

Srikanth Yamala, Director of Public Works and Utilities addressed the Board.

- 22 Public Hearing to abandon 660 linear feet of N Waterworks Road, all of Seymour Circle consisting of approximately 900 linear feet, and all of Seymour Drive consisting of approximately 760 linear feet and authorize the Chairman to execute any and all documents necessary to convey the property, subject to review and approval by the County Attorney. Commission District 2.

Mr. Linkous introduced the item. Mr. Yamala discussed the item. Mr. Linkous conducted the Public Hearing.

There were no comments from the public.

Commissioner Powell/Commissioner Stowe — approve — unanimous

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

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

23 **6541 Henry Smith Road | Appeal a Planning Commission Decision** | for a Use Subject to Planning Commission approval on a 5.65± acre tract located on the west side of Henry Smith Road at its intersection with Edwards Road | Zoned AR-IV; Tax Parcel 11023 000024 | **Proposed use: rural business** | Commission District 3 | **Gary Copeland, applicant.** NOTE: Tabled at the January 12, 2023 Voting Meeting until the February 23, 2023 Voting Meeting.

Commissioner Powell/Commissioner Stowe — approve removing item 23 from the table — unanimous

Mr. Linkous introduced the item. Ms. Doveton discussed the item. Public Hearing was previously closed at the January 12, 2023 Voting Meeting.

Commissioner Poole/Commissioner Higgins — approve appeal, thus deny application for conditional use permit based on definitions of Hall County Specifications — Vote: 2 to 3

Commissioner Cooper — nay

Commissioner Powell — nay

Chairman Higgins — aye

Commissioner Poole — aye

Commissioner Stowe — nay

Motion failed.

24 **4020 & 3886 Cornelia Highway and 4761 Cagle Mill Road | Rezone** | from Agricultural-Residential-III (AR-III) & Agricultural-Residential-IV (AR-IV) to Heavy Industrial (I-II) on a 134.14± acre tract located on the south side of Cornelia Highway approximately 679 feet from its intersection with Cagle Road | Zoned AR-III & AR-IV; Tax Parcel 15007 000129, 000270, & 000027A | **Proposed use: heavy industrial** | Commission District 3 | **Ridgeline Land Planning, Inc, applicant.** NOTE: Tabled at the December 8, 2022 Voting Meeting until the January 26, 2023 Voting Meeting. NOTE: Tabled at the January 26, 2023 Voting Meeting until the February 23, 2023 Voting Meeting.

Commissioner Poole/Commissioner Stowe — approve removing item 24 from the table — unanimous

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

The following people addressed the Board:

Favor:

- *Holt Persinger, 196 Belaire Court, Winder*

Commissioner Poole/Commissioner Stowe — approve with the nineteen (19) conditions listed below — unanimous

Conditions:

1. *The development shall occur substantially as depicted on the site plan dated August 15, 2022 and described in the project narrative. The developer may be allowed to adjust lot lines and the quantity of lots due to topographical, ecological, or geological constraints, as long as the total aggregate building square footage does not exceed 1,067,000 sq. ft. for the entire development.*
2. *The proposed development may contain flood zones. The site shall require a storm water management report. The proposed development is located in the North Oconee watershed overlay, which requires that all stream buffers and setbacks be double the normal setback as measured from wrested vegetation (not the centerline of the stream) from 50 foot to 100 foot. The impervious buffer is 150 foot instead of 75 foot.*
3. *During construction the developer shall install additional erosion and sediment control measures to protect the streams and all of the properties downstream from the development. These measures must be monitored and approved by the Hall County Engineer's Office.*
4. *The development shall follow the standard preliminary and final plat review process found in Section 16.40 of the Hall County Code.*
5. *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."*
6. *The necessary Georgia Department of Transportation (GDOT) permit shall be required prior to issuance of a land disturbance permit (LDP).*
7. *Tilt up concrete construction and TPO roof systems shall be allowed but all buildings shall be constructed with neutral exterior colors as approved by the Director of Planning and Development.*
8. *Architectural roof panels shall be allowed with the color being approved by the Director of Planning and Development.*
9. *All conditions of zoning shall be made part of any plats created for the property.*
10. *Adult establishments, astrologers, clairvoyants, fortune tellers, palmists, phrenologists, tattoo, body piercing, and body modification establishments shall be prohibited.*
11. *No Land Disturbance permit (LDP) shall be issued until all IFC (Fire Code) concerns have been adequately addressed and the plans receive Fire Marshal approval.*
12. *The applicant must satisfy Hall County public water and sewage requirements prior to final plat approval or development of any individual lots.*
13. *Each individual lot shall obtain the appropriate land disturbance permit and building permit prior to commencing the land use.*
14. *Development Restrictive Covenants shall be recorded prior to release of final plat.*
15. *Front building setbacks along Highway 365 and Cagle Mill Road shall be 100 feet from the center line of the street or 75 feet from the property line,*

- whichever is greater.*
16. *Parking space requirements and parking lot design shall meet Hall County guidelines.*
 17. *Development shall occur via a phased development review process and phased land disturbance permit process so as to reduce erosion. The Applicant shall provide phase lines on the submitted plans at the time of LDP application.*
 18. *The applicant shall submit all NPDES reports on a timely basis to the Georgia EPD and shall submit copies of all such reports to the County Engineer at the time of their submission to EPD.*
 19. *If any of these conditions are not addressed and reflected on the site plan and/or other supporting documents as necessary when applying for the LDP, then the County shall reject the LDP application and request all matters to be addressed prior to the application's acceptance.*

25 **5871 McEver Road | Rezone** | from Agricultural-Residential-III (AR-III) to Highway-Business (H-B) on a 9.06± acre tract located on the east side of McEver Road at its intersection with Silverthorn Drive | Zoned AR-III; Tax Parcel 08119 000233 | **Proposed use: RV & boat storage** | Commission District 2 | **Anchor Inn RV & Boat Storage, applicant.** NOTE: Tabled at the January 12, 2023 Voting Meeting until the February 23, 2023 Voting Meeting.

Commissioner Powell/Commissioner Stowe— approve removing item 25 from the table — unanimous

Mr. Linkous introduced items 25 and 26, which were heard together. Ms. Doveton discussed the items. Public Hearing was previously closed at the January 12, 2023 Voting Meeting.

Commissioner Cooper/Commissioner Powell — approve with the nine (9) conditions listed below — unanimous

Conditions:

1. *All conditions of the June 25, 2019 approval for the Foster Rd. Inc. rezoning request shall apply to this development.*
 - a. *The development shall occur as generally described in the narrative and depicted on the concept plan, modified for compliance with regulations at time of development application.*
 - b. *Where the development borders the Lights Ferry Landing subdivision, there shall be a 35 foot planted buffer.*
 - c. *The development shall permit boat and RV storage*
 - d. *The development shall have decorative steel fencing with stone or brick columns along McEver road. This steel or brick fence shall wrap around the radius of the cul-de-sac and turn back at the Cash property to the back of the building facing McEver Road. All other fencing shall be a 6 foot high black vinyl link fence along all other property lines.*
 - e. *The only entrance shall be located on Lights Ferry Road, which was on the original plan for phase 1.*
2. *The applicant shall be required to meet all applicable local, state, and/or federal regulations required as part of the land development process including Gateway Standard 17.420.050. No variances from the Hall County*

standards shall be granted unless noted in additional conditions. A variance shall be granted for a brick exterior on the first row of buildings along McEver Road depicted on plat submitted at the February 23, 2023 Voting Meeting.

- 3. The development shall occur as depicted on the site plan presented. Minor changes shall be approved by the Planning Director provided there is no increase in the number of units or buildings and the changes do not create the need for variances in the Hall County development standards*
- 4. A landscape plan shall be approved by Planning Director prior to LDP.*
- 5. Signage shall require a separate permit and must meet Gateway Corridor Overlay district standards found in 17.40.060.*
- 6. The buffer shall be protected in perpetuity by deed that follows the property, the removal or modifications of this condition shall require action by the Board of Commissioners.*
- 7. Two amended site plans showing all Planning Commission conditions must be submitted before going in front of the Board of Commissioners. One site plan shall be topographical and the second shall indicate all building locations without topography.*
- 8. No more than 172 units shall be allowed on this property for phase two.*
- 9. An 8 foot height privacy fence shall be built along the rear of buildings N and O.*

26

5871 McEver Road | Use Subject to County Commission Approval | on a 9.06± acre tract located on the east side of McEver Road at its intersection with Silverthorn Drive | Zoned AR-III; Tax Parcel 08119 000233 | **Proposed use: RV & boat storage** | Commission District 2 | **Anchor Inn RV & Boat Storage, applicant.** NOTE: Tabled at the January 12, 2023 Voting Meeting until the February 23, 2023 Voting Meeting.

Commissioner Powell/Commissioner Stowe — approve removing item 26 from the table — unanimous

Mr. Linkous introduced items 25 and 26, which were heard together. Ms. Doveton discussed the items. Public Hearing was previously closed at the January 12, 2023 Voting Meeting.

Commissioner Cooper/Commissioner Powell — approve with the nine (9) conditions listed below — unanimous

Conditions:

- 1. All conditions of the June 25, 2019 approval for the Foster Rd. Inc. rezoning request shall apply to this development.*
 - a. The development shall occur as generally described in the narrative and depicted on the concept plan, modified for compliance with regulations at time of development application.*
 - b. Where the development borders the Lights Ferry Landing subdivision, there shall be a 35 foot planted buffer.*
 - c. The development shall permit boat and RV storage*
 - d. The development shall have decorative steel fencing with stone or brick columns along McEver road. This steel or brick fence shall wrap around the radius of the cul-de-sac and turn back at the Cash property to the*

back of the building facing McEver Road. All other fencing shall be a 6 foot high black vinyl link fence along all other property lines.

- e. The only entrance shall be located on Lights Ferry Road, which was on the original plan for phase 1.*
- 2. The applicant shall be required to meet all applicable local, state, and/or federal regulations required as part of the land development process including Gateway Standard 17.420.050. No variances from the Hall County standards shall be granted unless noted in additional conditions. A variance shall be granted for a brick exterior on the first row of buildings along McEver Road depicted on plat submitted at the February 23, 2023 Voting Meeting.*
- 3. The development shall occur as depicted on the site plan presented. Minor changes shall be approved by the Planning Director provided there is no increase in the number of units or buildings and the changes do not create the need for variances in the Hall County development standards*
- 4. A landscape plan shall be approved by Planning Director prior to LDP.*
- 5. Signage shall require a separate permit and must meet Gateway Corridor Overlay district standards found in 17.40.060.*
- 6. The buffer shall be protected in perpetuity by deed that follows the property, the removal or modifications of this condition shall require action by the Board of Commissioners.*
- 7. Two amended site plans showing all Planning Commission conditions must be submitted before going in front of the Board of Commissioners. One site plan shall be topographical and the second shall indicate all building locations without topography.*
- 8. No more than 172 units shall be allowed on this property for phase two.*
- 9. An 8 foot height privacy fence shall be built along the rear of buildings N and O.*

- 27 **4053 Cleveland Highway | Rezone** | from Agriculture-Residential-III (AR-III) to Suburban-Shopping (SS) on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | **Proposed use: grocery store, convenience store with gas & restaurant** | Commission District 3 | **Reginald Crayton, P.E., applicant.** NOTE: Tabled at the January 12, 2023 Voting Meeting until the February 23, 2023 Voting Meeting.

Commissioner Stowe/Commissioner Powell — approve removing item 27 from the table — unanimous

Mr. Linkous introduced items 27 and 28 together. Ms. Doveton discussed the items.

Commissioner Poole/Commissioner Powell — approve tabling item 27 until the March 23, 2023 Voting Meeting — unanimous

- 28 **4053 Cleveland Highway | Use Subject to County Commission Approval** | on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III, pending BOC Approval S-S; Tax Parcel 12025 000036 | **Proposed use: grocery store, convenience store with gas & restaurant** | Commission District 3 | **Reginald Crayton, P.E., applicant.**

Mr. Linkous introduced items 27 and 28 together. Ms. Doveton discussed the items.

Commissioner Poole/Commissioner Powell — approve tabling item 28 until the March 23, 2023 Voting Meeting — unanimous

- 29 **3515 Friendship Road | Variance** | a variance from §17.420 to allow gravel parking within the Gateway Corridors Overlay District; a variance from §17.040 Conditions and regulations for Agri-Entertainment: to allow a reduction in the required setback for structures that will house the events from 300 feet to 95 feet; a variance from §17.040 Conditions and regulations for Agri-Entertainment: to allow a reduction in the required parking setback from 200 feet to 50 feet; on a 12.99± acre tract located on the north side of Friendship Road approximately 669 feet from its intersection with Maple Valley Drive | Zoned AR-III; Tax Parcel 15048 000026B | **Proposed use: event venue** | Commission District 1 | **Matthew Miller, applicant.**

Mr. Linkous introduced items 29 and 30 together. Ms. Doveton discussed the items.

Commissioner Cooper/Commissioner Powell — approve withdrawal of item 29 — unanimous

- 30 **3515 Friendship Road | Use Subject to County Commission Approval** | on a 12.99± acre tract located on the north side of Friendship Road approximately 669 feet from its intersection with Maple Valley Drive | Zoned AR-III; Tax Parcel 15048 000026B | **Proposed use: event venue** | Commission District 1 | **Matthew Miller, applicant.**

Mr. Linkous introduced items 29 and 30 together. Ms. Doveton discussed the items.

Commissioner Cooper/Commissioner Powell — approve withdrawal of item 30 — unanimous

- 31 **6016 Lanier Islands Parkway | Amend Conditions** | of a Highway-Business (H-B) on a 9.65± acre tract located on the west side of Lanier Islands Parkway approximately 492 feet from its intersection with Beards Road | Zoned H-B; Tax Parcel 07330 001004 | **Proposed use: boat & RV storage** | Commission District 2 | **Jan Fisher, applicant.**

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

The following people addressed the Board:

Favor:

- *Doug Sherrill, 131 Prominence Court, Dawsonville*

Commissioner Powell/Commissioner Stowe — approve with the thirteen (13) conditions listed below — unanimous

Conditions:

1. *The development shall occur as shown on the site plan dated January 17, 2023; the Planning Director can approve changes related to topographic or geological conditions provided there is no increase in number of slips, which is capped at 315.*
2. *Prior to the issuance of any land disturbance permit for the site, a site inspection shall be conducted to determine compliance of the current development to the original conditions of zoning and the Gateway Corridors Overlay District (GCOD, 17.420) standards. The applicant shall then work with the Planning Director to determine a timeline for bringing any deficiencies into compliance with these requirements.*
3. *Applicant shall submit a landscape and lighting plan to Planning Director for approval prior to issuance of a land disturbance permit.*
4. *Applicant will submit architectural elevations of all four sides of all proposed structures to the Planning Director for approval prior to issuance of a land disturbance permit per the submitted site plan mentioned in condition 1.*
5. *Maximum number of boat slips for entire property shall not exceed 315. A maximum of six (6) additional storage awnings are authorized.*
6. *No variances in Gateway Corridors Overlay District (GCOD) standards are granted on buildings 1 - 4 except those specified by the Planning Commission. Buildings 5, 6, and 7 shall be allowed to match existing buildings from phase one construction.*
7. *All zoning conditions shall be included in all construction plans. Standard development review process shall be followed.*
8. *Standing seem roof panels shall be allowed with the color to be selected by the Planning Director.*
9. *Tractor trailers shall not be stored or parked on site.*
10. *Non operable cars shall not be stored on site.*
11. *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."*
12. *Metal post shall be allowed in between each bay.*
13. *There shall be no automotive repairs or mechanical repairs on site, which include campers, RVs, as well as cars.*

32 **2079, 0, & 0 Memorial Park Drive | Use Subject To County Commission Approval |** on a 15.83± acre tract located on the north side of Memorial Park Drive at its intersection with Centennial Drive | Zoned I-I; Tax Parcel 08007 003011, 003029, & 08008 000044 | **Proposed use: egg processing |** Commission District 4 | **David Sutherland, applicant.**

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

The following people addressed the Board:

Favor:

- Jason Cousineau, 334 Cherokee Street, Marietta*

Commissioner Stowe/Commissioner Powell — approve with the three (3) conditions listed below — unanimous

Conditions:

- 1. A combination plat for all three tracts shall be recorded before final Certificate of Occupancy (CO) is issued on the new structure.*
- 2. All conditions of zoning shall be made part of any plats or site plans created for the property.*
- 3. The site development shall be subject to compliance with the following standards: The development shall generally occur as depicted on the site plan submitted by Rindt McDuff dated October 2022 modified for compliance with zoning conditions and Hall County regulations. The Planning Director can approve changes in the layout related to engineering constrains provided the revisions do not create a need for any variance, does not reduce setback requirements, Hall County Developmental Standards, or reduce any required buffers.*

33 **5937 Union Church Road | Rezone | from Agricultural-Residential-IV (AR-IV) to Highway-Business (H-B)** on a 1.33± acre tract located on the north side of Union Church Road at its intersection with Old Winder Highway | Zoned AR-IV; Tax Parcel 15039A000024 | **Proposed use: 8000 square foot speculative building** | Commission District 1 | **Rochester|DCCM, applicant.**

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

The following people addressed the Board:

Favor:

- *Bill Schmid, 425 Oak Street, Gainesville*

Commissioner Cooper/Commissioner Powell — approve with the four (4) conditions listed below — unanimous

Conditions:

- 1. The permitted uses for the site will include the permitted uses within the Highway Business (17.150.010.) district, except for the following are prohibited: bus stations, drive-in theaters, radio and television studios, adult establishments, hotels and motels.*
- 2. The standards of the Gateway Corridors Overlay District (GCOD, 17.420) shall apply to the development. A variance will be granted for building materials, which shall be on all four elevations/sides, which would include brick, stone or hardieplank materials.*
- 3. The development shall follow all Hall County Development Review processes and stormwater requirements as established by the Official Code of Hall County and any other applicable agency.*
- 4. The applicant shall obtain a commercial driveway permit from the Georgia Department of Transportation as part of the development process with access onto SR 211 only.*

County Administrator

Mr. Propes did not have any items to report.

Commission Time

Commissioner Billy Powell, District 2, welcomed Justin Lawhon, Assistant County Attorney.

Commissioner Gregg Poole, District 3, confirmed the Board's action on item 23 regarding conditions. Thanked Mr. Propes, Mr. Ramsey and Ms. Doveton for their assistance in several matters this past week.

Commissioner Jeff Stowe, District 4, thanked staff for the unveiling and ribbon cutting of the Eugene Brown Veterans Memorial at Butler Park this afternoon. Acknowledged Johnny Varner, the Newtown Florist Club and the E.E. Butler Steering Committee.

Chairman Richard Higgins, thanked staff for working together.

Adjourn

*Commissioner Powell/Commissioner Stowe — adjourn at 7:07 p.m. —
unanimous*



**HALL COUNTY BOARD OF COMMISSIONERS
VOTING MEETING MINUTES**

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

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Thursday, February 23, 2023 - 06:00 PM**

Call to Order

Chairman Higgins at 6:00 p.m.

Present:

Chairman Richard Higgins, Vice-Chairman Billy Powell, and Commissioners Kathy Cooper, Gregg Poole, and Jeff Stowe

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

Approve Agenda

Commissioner Powell/Commissioner Stowe — approve — unanimous

Invocation

- 1 Chairman Richard Higgins

Pledge

- 2 Commissioner Jeff Stowe

Public Comments

There were no comments from the public.

Presentation/s

Tate O'Rouke, Jackson EMC, addressed the Board.

- 3 Presentation of Jackson EMC Refund Checks.

Ms. O'Rouke presented the Board with annual margin refund checks in the amount of \$33,999.92.

Proclamation/s

- 4 Approve the proclamation recognizing Melanie Smith's retirement after 22 years of service to Hall County, Georgia.

Commissioner Cooper presented Ms. Smith with a Proclamation.

Commissioner Powell/Commissioner Stowe — approve — unanimous

- 5 Approve the proclamation recognizing Katrina Adams' retirement after 25 years of service to Hall County, Georgia.

Commissioner Powell presented Ms. Adams with a Proclamation.

Commissioner Poole/Commissioner Stowe — approve — unanimous

- 6 Approve the proclamation recognizing John Higginbotham's retirement after 25 years of service to Hall County, Georgia.

Commissioner Stowe/Commissioner Poole — approve — unanimous

- 7 Approve the Joint Proclamation with The City of Gainesville recognizing Friday, March 17, 2023, through Sunday, March 29, 2023, as the Twentieth Annual Grady Young Foundation Memorial Scholarship Weekend.

The Board acknowledged those in attendance from the Grady Young Foundation. The proclamation will be presented by the City of Gainesville at a later date.

Commissioner Stowe/Commissioner Powell — approve — unanimous

Consent Agenda

Commissioner Powell/Commissioner Poole — approve — unanimous

- 8 Approve the February 20, 2023 Work Session Minutes.

- 9 Approve the February 9, 2023 Voting Meeting Minutes.

- 10 Approve the February 9, 2023 Executive Session Minutes.

- 11 Approve the February 9, 2023 Meeting Minutes.

- 12 Approve the re-appointment of Tim Evans to the Lanier Joint Development Authority to serve a term from March 2, 2023 to March 1, 2027. Commission Districts 1, 2, 3, & 4.

- 13 Approve the re-appointment of David Lee to the Lanier Joint Development Authority to serve a term from March 2, 2023 to March 1, 2027. Commission Districts 1, 2, 3, & 4.

- 14 Approval and authorization for the Chairman to execute settlement participation forms involving the Teva, Allergan, CVS, Walgreens, and Walmart National Opioid Settlements, and authorization for the Chairman to sign any and all additional documents necessary to effectuate the settlements, subject to review and approval by the County Attorney.

- 15 Approve the purchase of network equipment upgrades for Management Information Systems (MIS) to Lockstep Technology Group of Peachtree Corners, GA, in the amount of \$184,410.13.
- 16 Approve the Recommendation from the Hearing Officer regarding an Alcohol Violation for Nooruddin Virani, Managing Agent/Licenseholder for Shell Food Mart located at 5804 Cornelia Hwy, Alto, GA 30510.
- 17 Approve the RFQ/P #43-043 Augmented Staffing Services for CDL Drivers for the Landfill, Resource Recovery and Solid Waste Divisions to E.D. Staffing, LLC of Marietta, GA. The estimated annual cost is \$626,080.00.
- 18 Approve the acceptance of a \$187,250.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Mount Vernon Manor Subdivision. Commission District 3.
- 19 Approve the real property refund in the amount of \$3,925.02 for overpayment of Hall County taxes regarding property located at 4117 Creek Water Crossing, Flowery Branch, GA 30542 to Dale Struble, II.
- 20 Approve the real property refund in the amount of \$1,648.84 for overpayment of Hall County taxes regarding property located at 7366 Grand Reunion Drive, Hoschton, GA 30548 to Michael Dellas.

Other Business - Financial Services

Wes Geddings, Director of Financial Services, addressed the Board.

- 21 Approve the Fiscal Year 2023 Mid-Year Budget Reconciliation Resolution.

Commissioner Powell/Commissioner Stowe — approve — unanimous

Other Business - Public Works and Utilities

Srikanth Yamala, Director of Public Works and Utilities addressed the Board.

- 22 Public Hearing to abandon 660 linear feet of N Waterworks Road, all of Seymour Circle consisting of approximately 900 linear feet, and all of Seymour Drive consisting of approximately 760 linear feet and authorize the Chairman to execute any and all documents necessary to convey the property, subject to review and approval by the County Attorney. Commission District 2.

Mr. Linkous introduced the item. Mr. Yamala discussed the item. Mr. Linkous conducted the Public Hearing.

There were no comments from the public.

Commissioner Powell/Commissioner Stowe — approve — unanimous

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

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

23 **6541 Henry Smith Road | Appeal a Planning Commission Decision** | for a Use Subject to Planning Commission approval on a 5.65± acre tract located on the west side of Henry Smith Road at its intersection with Edwards Road | Zoned AR-IV; Tax Parcel 11023 000024 | **Proposed use: rural business** | Commission District 3 | **Gary Copeland, applicant.** NOTE: Tabled at the January 12, 2023 Voting Meeting until the February 23, 2023 Voting Meeting.

Commissioner Powell/Commissioner Stowe — approve removing item 23 from the table — unanimous

Mr. Linkous introduced the item. Ms. Doveton discussed the item. Public Hearing was previously closed at the January 12, 2023 Voting Meeting.

Commissioner Poole/Commissioner Higgins — approve appeal, thus deny application for conditional use permit based on definitions of Hall County Specifications — Vote: 2 to 3

Commissioner Cooper — nay

Commissioner Powell — nay

Chairman Higgins — aye

Commissioner Poole — aye

Commissioner Stowe — nay

Motion failed.

24 **4020 & 3886 Cornelia Highway and 4761 Cagle Mill Road | Rezone** | from Agricultural-Residential-III (AR-III) & Agricultural-Residential-IV (AR-IV) to Heavy Industrial (I-II) on a 134.14± acre tract located on the south side of Cornelia Highway approximately 679 feet from its intersection with Cagle Road | Zoned AR-III & AR-IV; Tax Parcel 15007 000129, 000270, & 000027A | **Proposed use: heavy industrial** | Commission District 3 | **Ridgeline Land Planning, Inc, applicant.** NOTE: Tabled at the December 8, 2022 Voting Meeting until the January 26, 2023 Voting Meeting. NOTE: Tabled at the January 26, 2023 Voting Meeting until the February 23, 2023 Voting Meeting.

Commissioner Poole/Commissioner Stowe — approve removing item 24 from the table — unanimous

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

The following people addressed the Board:

Favor:

- *Holt Persinger, 196 Belaire Court, Winder*

Commissioner Poole/Commissioner Stowe — approve with the nineteen (19) conditions listed below — unanimous

Conditions:

1. *The development shall occur substantially as depicted on the site plan dated August 15, 2022 and described in the project narrative. The developer may be allowed to adjust lot lines and the quantity of lots due to topographical, ecological, or geological constraints, as long as the total aggregate building square footage does not exceed 1,067,000 sq. ft. for the entire development.*
2. *The proposed development may contain flood zones. The site shall require a storm water management report. The proposed development is located in the North Oconee watershed overlay, which requires that all stream buffers and setbacks be double the normal setback as measured from wrested vegetation (not the centerline of the stream) from 50 foot to 100 foot. The impervious buffer is 150 foot instead of 75 foot.*
3. *During construction the developer shall install additional erosion and sediment control measures to protect the streams and all of the properties downstream from the development. These measures must be monitored and approved by the Hall County Engineer's Office.*
4. *The development shall follow the standard preliminary and final plat review process found in Section 16.40 of the Hall County Code.*
5. *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."*
6. *The necessary Georgia Department of Transportation (GDOT) permit shall be required prior to issuance of a land disturbance permit (LDP).*
7. *Tilt up concrete construction and TPO roof systems shall be allowed but all buildings shall be constructed with neutral exterior colors as approved by the Director of Planning and Development.*
8. *Architectural roof panels shall be allowed with the color being approved by the Director of Planning and Development.*
9. *All conditions of zoning shall be made part of any plats created for the property.*
10. *Adult establishments, astrologers, clairvoyants, fortune tellers, palmists, phrenologists, tattoo, body piercing, and body modification establishments shall be prohibited.*
11. *No Land Disturbance permit (LDP) shall be issued until all IFC (Fire Code) concerns have been adequately addressed and the plans receive Fire Marshal approval.*
12. *The applicant must satisfy Hall County public water and sewage requirements prior to final plat approval or development of any individual lots.*
13. *Each individual lot shall obtain the appropriate land disturbance permit and building permit prior to commencing the land use.*
14. *Development Restrictive Covenants shall be recorded prior to release of final plat.*
15. *Front building setbacks along Highway 52 shall be 100 feet from the center line of the street or 75 feet from the property line, whichever is greater.*

16. *Parking space requirements and parking lot design shall meet Hall County guidelines.*
17. *Development shall occur via a phased development review process and phased land disturbance permit process so as to reduce erosion. The Applicant shall provide phase lines on the submitted plans at the time of LDP application.*
18. *The applicant shall submit all NPDES reports on a timely basis to the Georgia EPD and shall submit copies of all such reports to the County Engineer at the time of their submission to EPD.*
19. *If any of these conditions are not addressed and reflected on the site plan and/or other supporting documents as necessary when applying for the LDP, then the County shall reject the LDP application and request all matters to be addressed prior to the application's acceptance.*

25 **5871 McEver Road | Rezone** | from Agricultural-Residential-III (AR-III) to Highway-Business (H-B) on a 9.06± acre tract located on the east side of McEver Road at its intersection with Silverthorn Drive | Zoned AR-III; Tax Parcel 08119 000233 | **Proposed use: RV & boat storage** | Commission District 2 | **Anchor Inn RV & Boat Storage, applicant.** NOTE: Tabled at the January 12, 2023 Voting Meeting until the February 23, 2023 Voting Meeting.

Commissioner Powell/Commissioner Stowe— approve removing item 25 from the table — unanimous

Mr. Linkous introduced items 25 and 26, which were heard together. Ms. Doveton discussed the items. Public Hearing was previously closed at the January 12, 2023 Voting Meeting.

Commissioner Cooper/Commissioner Powell — approve with the nine (9) conditions listed below — unanimous

Conditions:

1. *All conditions of the June 25, 2019 approval for the Foster Rd. Inc. rezoning request shall apply to this development.*
 - a. *The development shall occur as generally described in the narrative and depicted on the concept plan, modified for compliance with regulations at time of development application.*
 - b. *Where the development borders the Lights Ferry Landing subdivision, there shall be a 35 foot planted buffer.*
 - c. *The development shall permit boat and RV storage*
 - d. *The development shall have decorative steel fencing with stone or brick columns along McEver road. This steel or brick fence shall wrap around the radius of the cul-de-sac and turn back at the Cash property to the back of the building facing McEver Road. All other fencing shall be a 6 foot high black vinyl link fence along all other property lines.*
 - e. *The only entrance shall be located on Lights Ferry Road, which was on the original plan for phase 1.*
2. *The applicant shall be required to meet all applicable local, state, and/or federal regulations required as part of the land development process including Gateway Standard 17.420.050. No variances from the Hall County standards shall be granted unless noted in additional conditions. A variance*

shall be granted for a brick exterior on the first row of buildings along McEver Road depicted on plat submitted at the February 23, 2023 Voting Meeting.

- 3. The development shall occur as depicted on the site plan presented. Minor changes shall be approved by the Planning Director provided there is no increase in the number of units or buildings and the changes do not create the need for variances in the Hall County development standards*
- 4. A landscape plan shall be approved by Planning Director prior to LDP.*
- 5. Signage shall require a separate permit and must meet Gateway Corridor Overlay district standards found in 17.40.060.*
- 6. The buffer shall be protected in perpetuity by deed that follows the property, the removal or modifications of this condition shall require action by the Board of Commissioners.*
- 7. Two amended site plans showing all Planning Commission conditions must be submitted before going in front of the Board of Commissioners. One site plan shall be topographical and the second shall indicate all building locations without topography.*
- 8. No more than 172 units shall be allowed on this property for phase two.*
- 9. An 8 foot height privacy fence shall be built along the rear of buildings N and O.*

26

5871 McEver Road | Use Subject to County Commission Approval | on a 9.06± acre tract located on the east side of McEver Road at its intersection with Silverthorn Drive | Zoned AR-III; Tax Parcel 08119 000233 | **Proposed use: RV & boat storage** | Commission District 2 | **Anchor Inn RV & Boat Storage, applicant.** NOTE: Tabled at the January 12, 2023 Voting Meeting until the February 23, 2023 Voting Meeting.

Commissioner Powell/Commissioner Stowe — approve removing item 26 from the table — unanimous

Mr. Linkous introduced items 25 and 26, which were heard together. Ms. Doveton discussed the items. Public Hearing was previously closed at the January 12, 2023 Voting Meeting.

Commissioner Cooper/Commissioner Powell — approve with the nine (9) conditions listed below — unanimous

Conditions:

- 1. All conditions of the June 25, 2019 approval for the Foster Rd. Inc. rezoning request shall apply to this development.*
 - a. The development shall occur as generally described in the narrative and depicted on the concept plan, modified for compliance with regulations at time of development application.*
 - b. Where the development borders the Lights Ferry Landing subdivision, there shall be a 35 foot planted buffer.*
 - c. The development shall permit boat and RV storage*
 - d. The development shall have decorative steel fencing with stone or brick columns along McEver road. This steel or brick fence shall wrap around the radius of the cul-de-sac and turn back at the Cash property to the back of the building facing McEver Road. All other fencing shall be a 6*

foot high black vinyl link fence along all other property lines.

- e. The only entrance shall be located on Lights Ferry Road, which was on the original plan for phase 1.
2. The applicant shall be required to meet all applicable local, state, and/or federal regulations required as part of the land development process including Gateway Standard 17.420.050. No variances from the Hall County standards shall be granted unless noted in additional conditions. A variance shall be granted for a brick exterior on the first row of buildings along McEver Road depicted on plat submitted at the February 23, 2023 Voting Meeting.
3. The development shall occur as depicted on the site plan presented. Minor changes shall be approved by the Planning Director provided there is no increase in the number of units or buildings and the changes do not create the need for variances in the Hall County development standards
4. A landscape plan shall be approved by Planning Director prior to LDP.
5. Signage shall require a separate permit and must meet Gateway Corridor Overlay district standards found in 17.40.060.
6. The buffer shall be protected in perpetuity by deed that follows the property, the removal or modifications of this condition shall require action by the Board of Commissioners.
7. Two amended site plans showing all Planning Commission conditions must be submitted before going in front of the Board of Commissioners. One site plan shall be topographical and the second shall indicate all building locations without topography.
8. No more than 172 units shall be allowed on this property for phase two.
9. An 8 foot height privacy fence shall be built along the rear of buildings N and O.

- 27 **4053 Cleveland Highway | Rezone** | from Agriculture-Residential-III (AR-III) to Suburban-Shopping (SS) on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | **Proposed use: grocery store, convenience store with gas & restaurant** | Commission District 3 | **Reginald Crayton, P.E., applicant.** NOTE: Tabled at the January 12, 2023 Voting Meeting until the February 23, 2023 Voting Meeting.

Commissioner Stowe/Commissioner Powell — approve removing item 27 from the table — unanimous

Mr. Linkous introduced items 27 and 28 together. Ms. Doveton discussed the items.

Commissioner Poole/Commissioner Powell — approve tabling item 27 until the March 23, 2023 Voting Meeting — unanimous

- 28 **4053 Cleveland Highway | Use Subject to County Commission Approval** | on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III, pending BOC Approval S-S; Tax Parcel 12025 000036 | **Proposed use: grocery store, convenience store with gas & restaurant** | Commission District 3 | **Reginald Crayton, P.E., applicant.**

Mr. Linkous introduced items 27 and 28 together. Ms. Doveton discussed the items.

Commissioner Poole/Commissioner Powell — approve tabling item 28 until the March 23, 2023 Voting Meeting — unanimous

- 29 **3515 Friendship Road | Variance** | a variance from §17.420 to allow gravel parking within the Gateway Corridors Overlay District; a variance from §17.040 Conditions and regulations for Agri-Entertainment: to allow a reduction in the required setback for structures that will house the events from 300 feet to 95 feet; a variance from §17.040 Conditions and regulations for Agri-Entertainment: to allow a reduction in the required parking setback from 200 feet to 50 feet; on a 12.99± acre tract located on the north side of Friendship Road approximately 669 feet from its intersection with Maple Valley Drive | Zoned AR-III; Tax Parcel 15048 000026B | **Proposed use: event venue** | Commission District 1 | **Matthew Miller, applicant.**

Mr. Linkous introduced items 29 and 30 together. Ms. Doveton discussed the items.

Commissioner Cooper/Commissioner Powell — approve withdrawal of item 29 — unanimous

- 30 **3515 Friendship Road | Use Subject to County Commission Approval** | on a 12.99± acre tract located on the north side of Friendship Road approximately 669 feet from its intersection with Maple Valley Drive | Zoned AR-III; Tax Parcel 15048 000026B | **Proposed use: event venue** | Commission District 1 | **Matthew Miller, applicant.**

Mr. Linkous introduced items 29 and 30 together. Ms. Doveton discussed the items.

Commissioner Cooper/Commissioner Powell — approve withdrawal of item 30 — unanimous

- 31 **6016 Lanier Islands Parkway | Amend Conditions** | of a Highway-Business (H-B) on a 9.65± acre tract located on the west side of Lanier Islands Parkway approximately 492 feet from its intersection with Beards Road | Zoned H-B; Tax Parcel 07330 001004 | **Proposed use: boat & RV storage** | Commission District 2 | **Jan Fisher, applicant.**

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

The following people addressed the Board:

Favor:

- *Doug Sherrill, 131 Prominence Court, Dawsonville*

Commissioner Powell/Commissioner Stowe — approve with the thirteen (13) conditions listed below — unanimous

Conditions:

1. *The development shall occur as shown on the site plan dated January 17, 2023; the Planning Director can approve changes related to topographic or geological conditions provided there is no increase in number of slips, which is capped at 315.*
2. *Prior to the issuance of any land disturbance permit for the site, a site inspection shall be conducted to determine compliance of the current development to the original conditions of zoning and the Gateway Corridors Overlay District (GCOD, 17.420) standards. The applicant shall then work with the Planning Director to determine a timeline for bringing any deficiencies into compliance with these requirements.*
3. *Applicant shall submit a landscape and lighting plan to Planning Director for approval prior to issuance of a land disturbance permit.*
4. *Applicant will submit architectural elevations of all four sides of all proposed structures to the Planning Director for approval prior to issuance of a land disturbance permit per the submitted site plan mentioned in condition 1.*
5. *Maximum number of boat slips for entire property shall not exceed 315. A maximum of six (6) additional storage awnings are authorized.*
6. *No variances in Gateway Corridors Overlay District (GCOD) standards are granted on buildings 1 - 4 except those specified by the Planning Commission. Buildings 5, 6, and 7 shall be allowed to match existing buildings from phase one construction.*
7. *All zoning conditions shall be included in all construction plans. Standard development review process shall be followed.*
8. *Standing seam roof panels shall be allowed with the color to be selected by the Planning Director.*
9. *Tractor trailers shall not be stored or parked on site.*
10. *Non operable cars shall not be stored on site.*
11. *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."*
12. *Metal post shall be allowed in between each bay.*
13. *There shall be no automotive repairs or mechanical repairs on site, which include campers, RVs, as well as cars.*

32

2079, 0, & 0 Memorial Park Drive | Use Subject To County Commission Approval | on a 15.83± acre tract located on the north side of Memorial Park Drive at its intersection with Centennial Drive | Zoned I-I; Tax Parcel 08007 003011, 003029, & 08008 000044 | **Proposed use: egg processing |** Commission District 4 | **David Sutherland, applicant.**

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

The following people addressed the Board:

Favor:

- Jason Cousineau, 334 Cherokee Street, Marietta*

Commissioner Stowe/Commissioner Powell — approve with the three (3) conditions listed below — unanimous

Conditions:

- 1. A combination plat for all three tracts shall be recorded before final Certificate of Occupancy (CO) is issued on the new structure.*
- 2. All conditions of zoning shall be made part of any plats or site plans created for the property.*
- 3. The site development shall be subject to compliance with the following standards: The development shall generally occur as depicted on the site plan submitted by Rindt McDuff dated October 2022 modified for compliance with zoning conditions and Hall County regulations. The Planning Director can approve changes in the layout related to engineering constrains provided the revisions do not create a need for any variance, does not reduce setback requirements, Hall County Developmental Standards, or reduce any required buffers.*

33 **5937 Union Church Road | Rezone | from Agricultural-Residential-IV (AR-IV) to Highway-Business (H-B)** on a 1.33± acre tract located on the north side of Union Church Road at its intersection with Old Winder Highway | Zoned AR-IV; Tax Parcel 15039A000024 | **Proposed use: 8000 square foot speculative building** | Commission District 1 | **Rochester|DCCM, applicant.**

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

The following people addressed the Board:

Favor:

- *Bill Schmid, 425 Oak Street, Gainesville*

Commissioner Cooper/Commissioner Powell — approve with the four (4) conditions listed below — unanimous

Conditions:

- 1. The permitted uses for the site will include the permitted uses within the Highway Business (17.150.010.) district, except for the following are prohibited: bus stations, drive-in theaters, radio and television studios, adult establishments, hotels and motels.*
- 2. The standards of the Gateway Corridors Overlay District (GCOD, 17.420) shall apply to the development. A variance will be granted for building materials, which shall be on all four elevations/sides, which would include brick, stone or hardieplank materials.*
- 3. The development shall follow all Hall County Development Review processes and stormwater requirements as established by the Official Code of Hall County and any other applicable agency.*
- 4. The applicant shall obtain a commercial driveway permit from the Georgia Department of Transportation as part of the development process with access onto SR 211 only.*

County Administrator

Mr. Propes did not have any items to report.

Commission Time

Commissioner Billy Powell, District 2, welcomed Justin Lawhon, Assistant County Attorney.

Commissioner Gregg Poole, District 3, confirmed the Board's action on item 23 regarding conditions. Thanked Mr. Propes, Mr. Ramsey and Ms. Doveton for their assistance in several matters this past week.

Commissioner Jeff Stowe, District 4, thanked staff for the unveiling and ribbon cutting of the Eugene Brown Veterans Memorial at Butler Park this afternoon. Acknowledged Johnny Varner, the Newtown Florist Club and the E.E. Butler Steering Committee.

Chairman Richard Higgins, thanked staff for working together.

Adjourn

Commissioner Powell/Commissioner Stowe — adjourn at 7:07 p.m. — unanimous



AGENDA ITEM

Consent

REPORT TO: Work Session (02/19/24)

REPORT TO: Voting Meeting (02/22/24)

ITEM NO: 86/2024

SUBJECT: Approval and authorization for the Chairman and District Commissioners to execute a resolution objecting to the annexation by the City of Buford of tax parcel number 08153 000001 owned by Amy L. Barfield and Christopher W. Watford located on 4470 Bennett Road, and authorize the Board to execute any and all documents in relation to such objection, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 02/19/24

Voting Meeting Date: 02/22/24

Executive Summary:

Presenter: WJLI
Recommendation: Approval.

Purpose of Request: Approval and authorization for the Chairman and District Commissioners to execute a resolution objecting to the annexation by the City of Buford of tax parcel number 08153 000001 owned by Amy L. Barfield and Christopher W. Watford located on 4470 Bennett Road, and authorize the Board to execute any and all documents in relation to such objection, subject to review and approval by the County Attorney.

History:

Facts and Issues:

Options:

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?	2024-02-22

Approvals:

Submit	Attorney	Administration	Clerk
JL	WLI	CR	JR

Attachments:

Resolution

STATE OF GEORGIA

COUNTY OF HALL

**RESOLUTION OBJECTING TO THE CITY OF BUFORD'S ANNEXATION OF
THE PROPERTY OF AMY L. BARFIELD AND CHRISTOPHER W.
WATFORD KNOWN AS HALL COUNTY TAX PARCEL 08153 000001**

WHEREAS, Hall County has received a notice of filing with the City of Buford of a petition for annexation of the property of Amy L. Barfield and Christopher W. Watford located at 4470 Bennett Road, Buford, Georgia 30519 and bearing Hall County Tax Parcel Number 08153 000001 (the "Subject Property"); and

WHEREAS, the annexation petition seeks to rezone the Subject Property from Hall County's designation of Agricultural-Residential III (AR-III) (pt.) and Suburban Shopping (S-S) (pt.) to the City of Buford's designation of RA-200 Agriculture-Residence District; and

WHEREAS, the City of Buford has notified Hall County that the City intends to take action on the annexation and rezoning request on April 9, 2024; and

WHEREAS, the City of Buford previously notified Hall County on or about December 7, 2023, of the property owners' petition for annexation and rezoning of the Subject Property to the City of Buford's C-2 General Business District, which the County objected to by a Resolution dated January 11, 2024; and

WHEREAS, the property owners subsequently withdrew their original petition for annexation and rezoning and filed the current petition for annexation seeking a residential rezoning of the Subject Property under the City of Buford's zoning code, which will possibly be followed after annexation by a further request for rezoning to a commercial or industrial classification by the City of Buford in accordance with the property owners' original petition for annexation; and

WHEREAS, the proposed and anticipated rezoning by the City of Buford represents a substantially more intense or significantly different use of the Subject Property than allowed by Hall County's existing zoning of the property; and

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

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

WHEREAS, the Hall County Board of Commissioners has carefully reviewed the annexation and rezoning request, and the Board has determined that annexation and rezoning to a more intense residential and possible future commercial or industrial classification is not in the best interest of the residents of Hall County; and

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

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

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF HALL COUNTY DOES HEREBY OBJECT to the City of Buford's annexation and rezoning of Hall County Tax Parcel Number 08153 000001 as requested by the owners Amy L. Barfield and Christopher W. Watford. This objection is based upon a material increase in burden on Hall County directly related to the proposed change in zoning and land use.

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

The application for annexation of the Subject Property, approximately 30.98 ± acres, describes a rezoning from Hall County's AR-III and S-S Districts to the City of Buford's RA-200 District to allow continued use of the property as an agri-entertainment business known as the "Buford Corn Maze" and, allegedly, for use of the property in a manner consistent with the County's current zoning of the property. The "Buford Corn Maze" is a farm-based entertainment venue that has been in business at the Subject Property for approximately 10 years. Annexation and rezoning of the Subject Property by the City of Buford is not required to maintain operation of the business, as the property is currently approved under Hall County's current zoning regulations to operate the "Buford Corn Maze." A county-issued business license presently permits the operation of a corn maze, children's activities, food and pumpkin sales, hayrides, and a "haunted forest" at the site. Thus, annexation by the City of Buford and a change in zoning is not required to allow continued operation of the "Buford Corn Maze" through the end of its lease in 2027.

Secondly, in their petition for annexation, the owners of the Subject Property acknowledge that adjacent property located within the City of Buford is zoned industrial

and that use of the Subject Property as a corn maze after 2027 is not the highest and best use of the property. Moreover, the owners seemingly acknowledge that a commercial and ultimately industrial zoning would better serve the property in relation to neighboring properties. This anticipated change in zoning to a more intense commercial or industrial use of the property would be in stark contrast to the current and surrounding uses permitted by Hall County under its AR-III and S-S zonings of the property. Therefore, the requested change in zoning of the property and the anticipated rezoning by the City of Buford to a commercial or industrial land use at a future time would create a material increase in burden upon Hall County directly related to the proposed change in zoning and land use. Hall County attaches the City of Buford's Notice of Intent to Annex and Rezone the Subject Property, the Application for Annexation and Rezoning, and the supporting documents served upon Hall County. *See* Exhibit A.

Additionally, the proposed and anticipated change in zoning and land use, as described in the application for annexation, would also result in a substantial change in the intensity of the allowable use of the property. Aerial photographs and maps of the area immediately surrounding the proposed annexation show that apart from a service station across the road there are no commercial buildings adjacent to the Subject Property. *See* Exhibit B. The proposed change in zoning of the Subject Property to the City of Buford's RA-200 District would permit more intensive usage of the property than currently allowed under Hall County's AR-III zoning, which covers most of the property. The City's RA-200 District allows for a higher density of occupation and provides for more inherent usages of the property than are currently allowed by the County's AR-III classification. If, as anticipated, the property is further rezoned to a commercial or industrial classification, such as C-2 or M-1 under the City of Buford's current zoning regulations, there would be nothing to prevent the property owners from converting the property or selling it for development into a seemingly limitless variety of commercial or industrial businesses whose existence and operation would be wholly inconsistent with the residential and small retail character of the surrounding properties. Thus, the proposed change in zoning and land use of the Subject Property would be significantly different from the uses currently permitted by Hall County on the property. *See* Chapters 17.110 and 17.140 of the Official Code of Hall County, Exhibit C. *See* Art XIII, Sec. 1300, 1308, and 1310 of the City of Buford Zoning Ordinance, Exhibit D.

Lastly, the proposed change in zoning and land use would also differ from the existing uses suggested for the Subject Property by Hall County's 2017-2037 Comprehensive Land Use Plan. As shown on the attached Hall County Future Development Maps, the Land Use Plan designates the Subject Property for Residential and Community Crossroads uses. *See* Exhibit E. The attached description of Residential uses seeks to preserve established residential neighborhoods and to create new residential developments consistent with surrounding suburban densities. The description of Residential uses notes that future development will continue to be detached single-family homes at moderate densities of two dwellings per acre. The attached description of

Community Crossroads uses seeks to maintain and create access to local goods and services at major intersections throughout the community. The description of Community Crossroads notes that future development for “neighborhood” designated areas should emphasize connectivity and organization in a compact form around a major intersection. The proposed change in zoning of the Subject Property to the City of Buford’s RA-200 District is inconsistent with Hall County’s intended future use of the property as a Community Crossroads area, as the City’s RA-200 District discourages the subdivision of land for urban development that require urban services such as public water, sanitary sewers, and fire protection. Moreover, an entirely commercial or industrial classification, as anticipated, would further frustrate Hall County’s future land-use intentions for the area. A review of the City of Buford’s 2040 Comprehensive Plan and Future Land Use Map identifies the area adjacent to the Subject Property as part of the Quality Development Corridor for Lanier Islands Parkway and Industrial/Commercial Area. *See Exhibit F.* The attached descriptions of the Quality Development Corridor and Industrial/Commercial Area provide for mixed use, commercial and industrial uses at medium densities. The City of Buford’s intended future land uses of the surrounding area are thus inconsistent with both the County’s future land use plan, which provides for low to moderate-density residential, retail, or agricultural uses, as well as the property owners’ request for rezoning of the property to the City’s RA-200 District.

[SIGNATURES ON FOLLOWING PAGE]

For the foregoing reasons, the members of the Board of Commissioners have executed this objection to the annexation petition of Amy L. Barfield and Christopher W. Watford regarding Hall County Tax Parcel Number 08153 000001 this the 22nd day of February, 2024.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
Richard Higgins, Chairman

By: _____
Kathy Cooper, Commissioner, District 1

By: _____
Billy Powell, Commissioner, District 2

By: _____
Gregg Poole, Commissioner, District 3

By: _____
Jeff Stowe, Commissioner, District 4

ATTEST:

By: _____
Jennifer Rivera, Commission Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
William J. Linkous, III, County Attorney

CHANDLER, BRITT & JAY, LLC
ATTORNEYS AT LAW

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

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

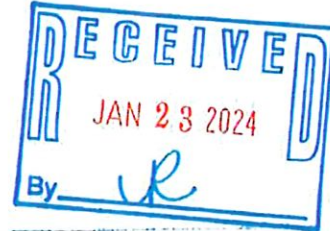
Sender's email: gjay@cbjblawfirm.com

January 22, 2024

Via Statutory Overnight Delivery

Hall County Board of Commissioners
2875 Browns Bridge Road
Gainesville, Georgia 30503

Hall County Board of Education
711 Green Street
Gainesville, Georgia 30501



Re: Initiation of Annexation pursuant to the 100% Application Method to the
City of Buford, Georgia

To the Honorable Commissioners and Members:

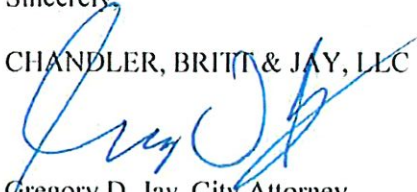
Notice is hereby given, pursuant to O.C.G.A. § 36-36-6, that the City of Buford has accepted a petition for annexation pursuant to O.C.G.A. § 36-36-20, et seq. (Article II or 100% Application Method). Enclosed is a copy of the written Application for Annexation which includes a surveys and/or map showing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

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

The Buford City Commission plans to conduct a public hearing and take action on said annexation and rezoning at its meeting scheduled on Monday, April 9, 2024 at 7:00 p.m., at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518.

Sincerely,

CHANDLER, BRITT & JAY, LLC


Gregory D. Jay, City Attorney

Enclosures

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

EXHIBIT A

EXHIBIT "A"

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

<u>Tax Parcel No.</u>	<u>Property Address</u>	<u>Owners</u>	<u>Proposed Rezoning</u>
08153 000001	4470 Bennet Rd	Amy L. Barfield Christopher W. Watford	S-S/AR-III to RA-200

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

APPLICATION FOR ANNEXATION

Tax Map Number: 08153 000001 Date: 1/16/24

Present Zoning: S-5 AR-111 Requested Zoning: RA 200

Address of subject property: 4470 Bennett Road Buford, GA

Owner of property: Chris Watford / Amy Barfield

Telephone number: 404 992 5801 cell: 404 992 5801 email: cwwatford@yahoo.com

Housing Units: _____ Other Buildings: _____

- A. Submit copy of recorded survey.
- B. Subject property description – A legal description (deed) and plat.
- C. Petition Requesting Annexation – Owners must complete Petition Requesting Annexation. (Exhibit A)
- D. Authorization by property owner – Owners must complete certifying property ownership. (Exhibit B)

Fees – annexation with same/similar zoning - \$350.00; annexation with rezoning - \$800.00.

Authorization to inspect premises – I hereby authorize the Buford City Commission, the Planning Commission and their staff to inspect the premises which is the subject of this annexation application.



Signature – Owner



Signature – Owner

Plat # 687

For office use only:
Application received: 1-16-24
Date Annexation will become effective and official: _____
Fee received: \$ 800.00

Exhibit "A"

PETITION REQUESTING ANNEXATION

CITY OF BUFORD, GEORGIA

DATE 1-16-24

TO THE CITY COMMISSION OF THE CITY OF BUFORD, GEORGIA

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

Address/Location of Property

4470 Bennett Road Buford, GA

Tax Map Number: _____

See description attached.

3. It is requested that this territory to be annexed shall be zoned: RA-200

For the following reasons:

In keeping with current Hall County zoning

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

Respectfully submitted,



Amy Barfield

Owner(s)

Exhibit "B"

AUTHORIZATION BY PROPERTY OWNER

Application for Annexation

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


Name of Applicant: Chris Watford

Address: 205 Shadowbrook Drive
Roswell, GA 30075

Telephone number: 404 992 5801 cell: 404 992 5801

Email address: cwwatford@yahoo.com


Signature of Owner


Signature of Owner

Signature of Owner

Signature of Owner

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


Signature of Owner

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

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

ADDRESS OF PROPERTY 4470 Bennett Road Buford, GA
PRESENT ZONING DISTRICT AR111/S-5 REQUESTED ZONING DISTRICT RA 200
CITY OF BUFORD LIMITS: YES _____ NO _____
LAND DISTRICT D8 LAND LOT 153 PARCEL 000001 ACREAGE 31
PROPOSED USE Continued use as corn maze through 2027

<u>RESIDENTIAL</u>	<u>NON-RESIDENTIAL</u>
NUMBER OF LOTS/DWELLING UNITS _____	NUMBER OF BUILDINGS/LOTS _____
DWELLING UNIT SIZE (SQ. FT.) _____	SQUARE FEET _____

JUSTIFICATION FOR REZONING

PLEASE DEMONSTRATE THE NEED FOR THE REQUEST. (USE ATTACHMENTS).
After annexation into City of Buford, RA200 zoning to allow
corn maze continued operation

Chris Watford 1-16-24
SIGNATURE OF APPLICANT DATE

Chris Watford 1-16-24
SIGNATURE OF OWNER DATE

CHRIS WATFORD
TYPED OR PRINTED NAME AND TITLE

CHRIS WATFORD
TYPED OR PRINTED NAME AND TITLE

Ankita Sarda 1/16/24
NOTARY PUBLIC DATE

Ankita Sarda 1/16/24
NOTARY PUBLIC DATE

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

Chris Watford 1-16-24
SIGNATURE DATE



PLANNING DEPARTMENT USE ONLY

CASE # 2-24-08 DATE RECEIVED 1-16-24 RECEIVED BY kw RECEIPT _____ FEE _____

REZONING APPLICANT'S RESPONSE

STANDARDS GOVERNING EXERCISE OF THE ZONING POWER

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

Please respond to the following standards in the space provided or use an attachment as necessary.

- (A) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property:

Corn Maze operator in AR III zoning. Adjacent property is industrial

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

Current operators have been ongoing for 10 years

- (C) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned:

Corn Maze is not highest and best use but required to operate through 2027

- (D) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools:

No burden that far

- (E) Whether the zoning proposal is in conformity with the policy and intent of the land use plan:

RA 200 is in keeping with current Hall County zoning AR III

- (F) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal:

Surrounding/adjacent property zoned industrial/commercial

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR REZONING

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

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

Parcel I.D. Number: District 08 Land Lot 153 Parcel 08153 000001
(Map Reference Number)



Signature of Applicant

1-16-24

Date

Chris Watford

Type or Print Name

CITY OF BUFORD TAX DEPARTMENT USE ONLY

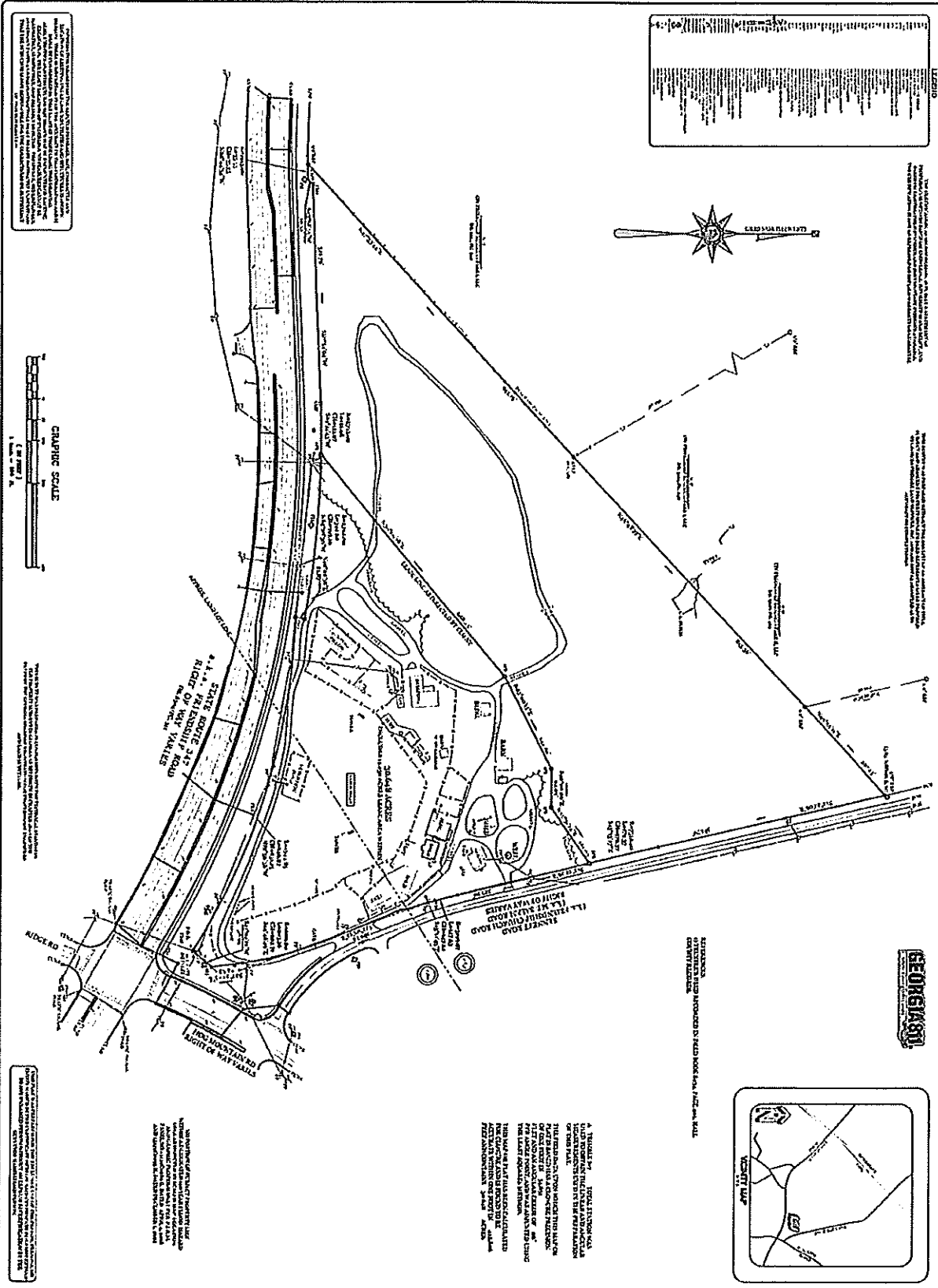
(Payment of all property taxes billed to date for the above referenced parcel have been verified as paid current and confirmed by the signature below)

Name _____ Title _____

Date _____

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

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



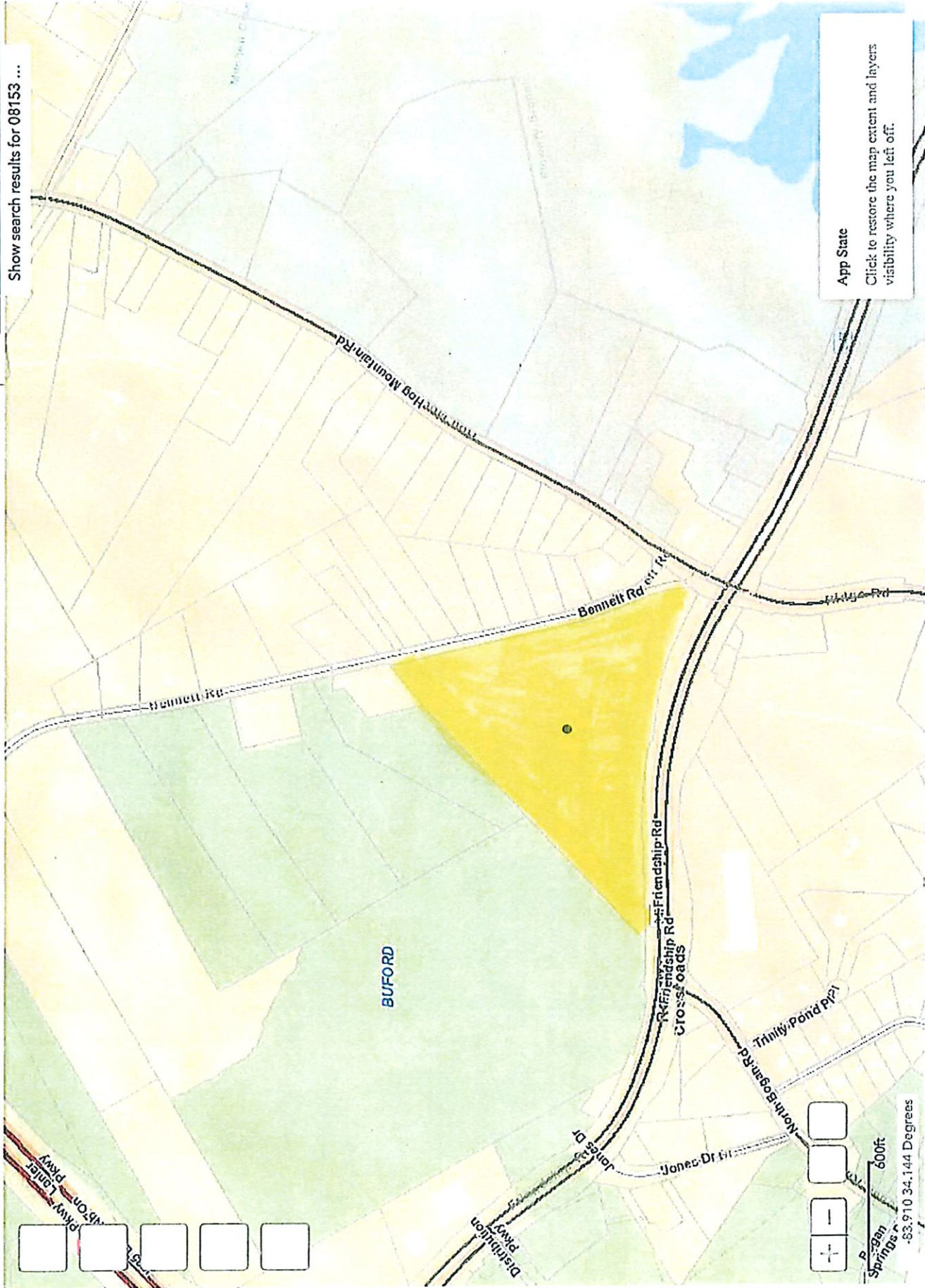
DATE	NO	DESCRIPTION



RETRACTMENT & LEASE AREA FOR:
TO BE DETERMINED
 TAX PARCEL NO. 08153100000000
 LOCATED IN LAND LOTS 153 AND 154 OF THE 811 LAND DISTRICT
 HALL COUNTY, GEORGIA SCALE: 1"=100'

GEORGIA PREMIER LAND SERVICES, INC.
 PROFESSIONAL LAND SURVEYING
 930 HUNTER ELLI ROAD
 BLYTHE, GEORGIA 31119
 1701 HILBORN FALLS DRIVE S.W.
 LAND SURVEYING COMPANY

Show search results for 08153 ...



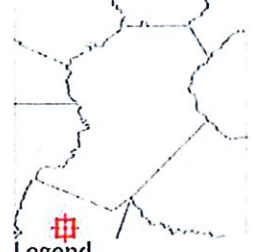
App State
Click to restore the map extent and layers
visibility where you left off.



600ft
Spring Springs
-83.910 34.144 Degrees



Overview



Legend

- Parcels
- Qualified Sales**
- 2020
- 2021
- 2022
- 2023
- Roads

Parcel ID 08153000001
 Class Code Commercial
 Taxing District COUNTY
 Acres 30.98

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

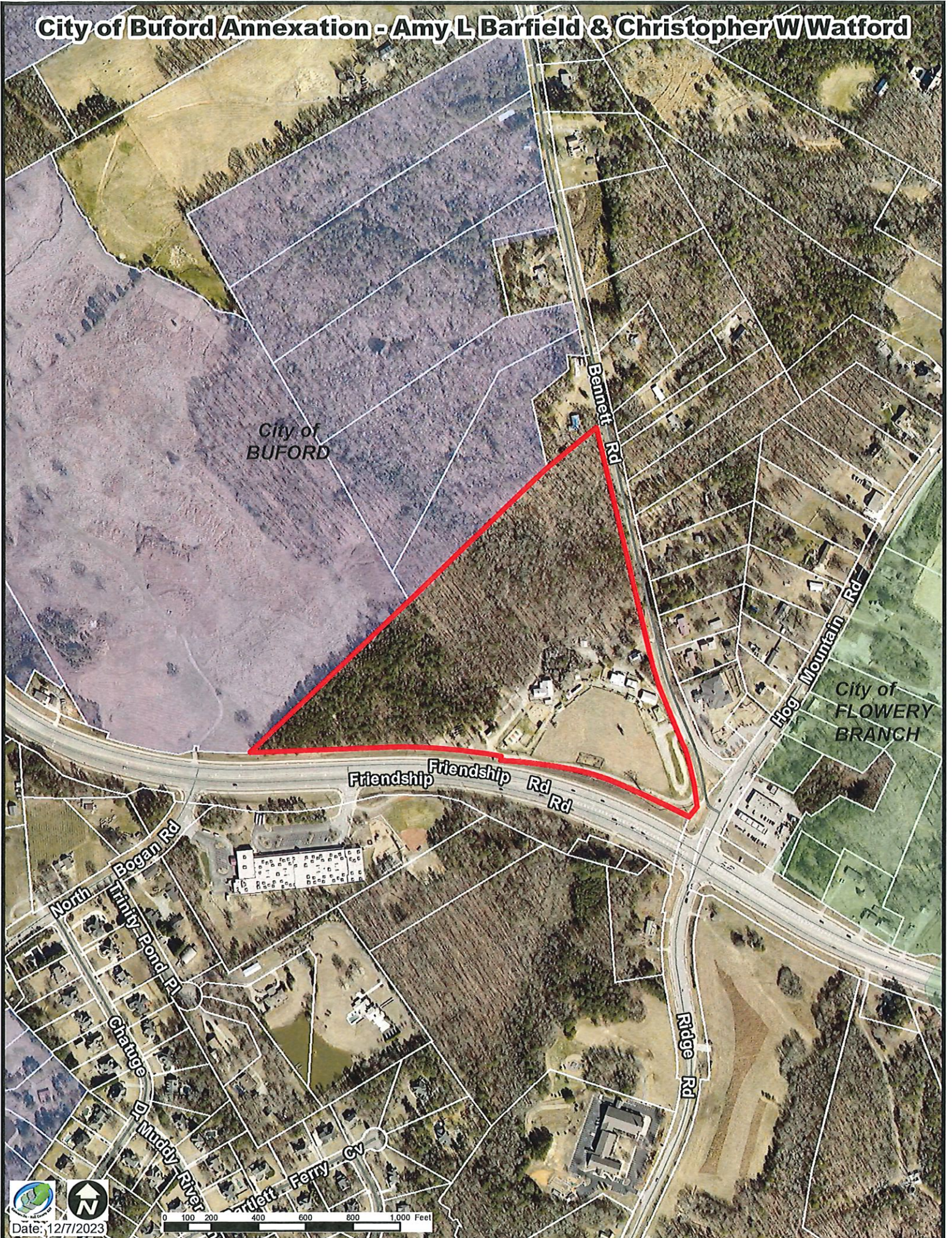
Last 2 Sales			
Date	Price	Reason	Qual
9/17/2021	0	5	U
5/3/2005	0	5	U

(Note: Not to be used on legal documents)

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

Developed by Schneider GEOSPATIAL

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



City of
BUFORD

City of
FLOWERY
BRANCH

Bennett Rd

Hog Mountain Rd

Friendship Rd

Bogan Rd

Ridge Rd

North Trinity Pond Pl

Chateau

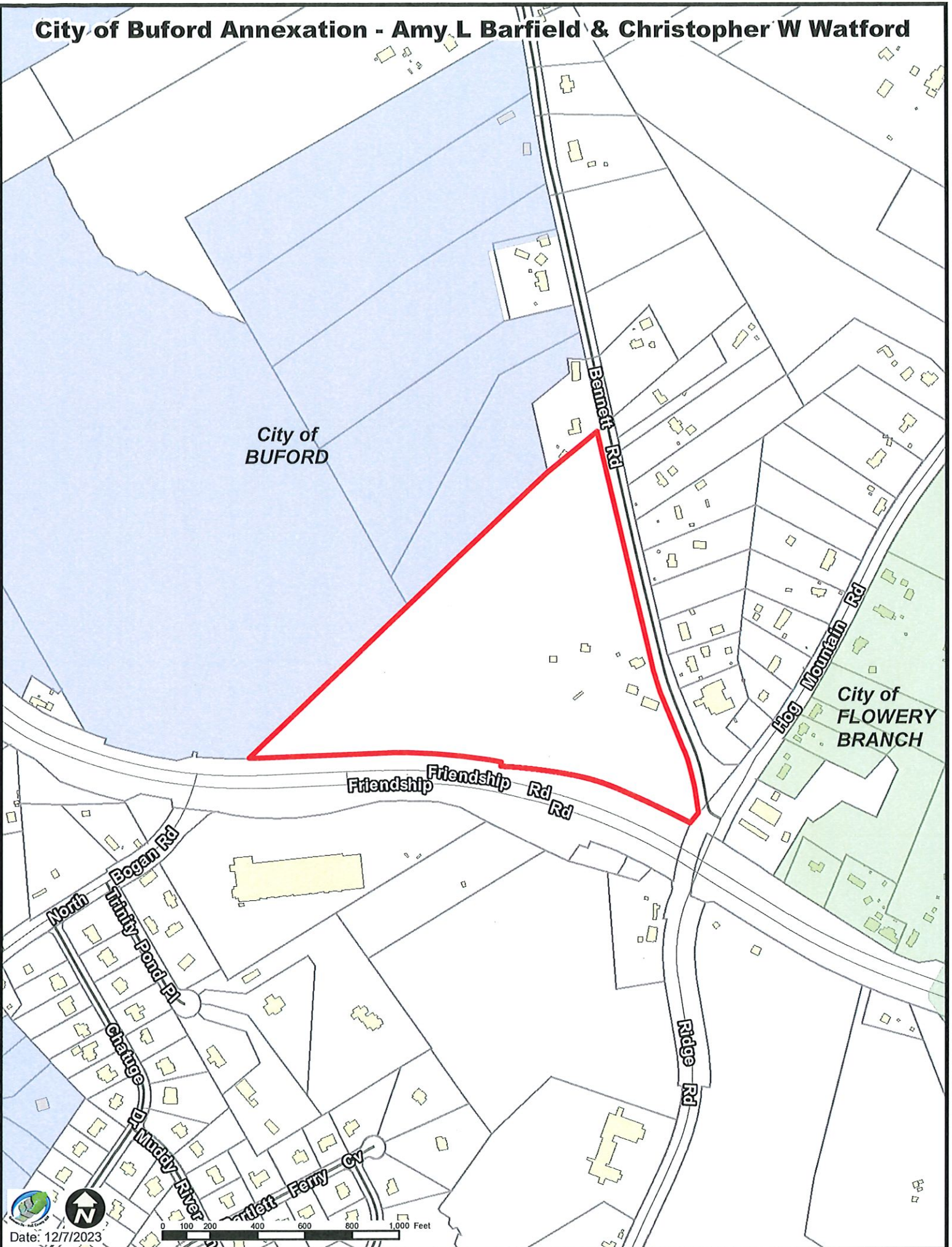
Muddy River

Ardett Ferry Cv

Date: 12/7/2023

0 100 200 400 600 800 1,000 Feet

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



CHAPTER 17.110. - AGRICULTURAL- RESIDENTIAL-III DISTRICT (AR-III)

Footnotes:

--- (9) ---

Editor's note— Numerous referrals to the definitions section ("see chapter 17.20") have been removed.

17.110.010. - Permitted uses.

Uses permitted in the AR-III district include:

- A. Agricultural, horticultural [uses] and/or farm winery.
- B. Accessory farm uses including the sale of products grown on the premises and the keeping of livestock or poultry.
- C. Residences:
 - 1. Site-built single-family detached dwelling units.
 - 2. Class A single-family manufactured home.
 - 3. Class A single-family industrialized dwelling units.
- D. Non-commercial accessory residential uses, including but not limited to a private garage, detached home workshop, swimming pool, or greenhouse, all of which shall be incidental to the use of the property as a residence.
- E. Home offices.
- F. Churches and other places of worship, but excluding cemeteries.
- G. County uses including parks and playgrounds, but excluding cemeteries.
- H. [Deleted 1-13-92.]
 - I. Substations for electrical transformers, gas regulators and telephone subscriber carrier sites, provided the conditions of chapter 17.210 are met.
 - J. Minor subdivisions.
 - K. Sawmills used to process timber grown and harvested on the property where it is processed, provided the conditions of chapter 17.210 are met.
 - L. Family day care home.
 - M. Construction trailer, provided the conditions of chapter 17.210 are met.
 - N. Community residences, provided the conditions of chapter 17.210 are met.
 - O. Home occupations, provided the conditions of chapter 17.210 are met.
 - P. Transient occupancy of a vacation home provided all requirements of chapter 17.216 are met.

(Res. of 8-28-78, § 9(A); Res. of 5-11-87; Res. of 7-10-89; Res. of 4-27-90; Res. of 10-14-91; Res. of 12-23-91; Res. of 1-27-92; Res. of 2-10-92; Res. of 9-28-92; Code 1991, § 17.110.010; Res. of 6-17-02(2), § 14; Res. of 2-27-03(1), § 1; Res. of 4-24-14(1), § 1; Res. of 3-28-19(1), § 8)

17.110.020. - Conditional uses subject to planning commission approval.

In the AR-III district, conditional uses subject to planning commission approval (see chapter 17.350) after a required public hearing include:

- A. Residential businesses (see chapter 17.350).
- B. Rural businesses (see chapter 17.350).
- C. Subdivision amenities.
- D. Temporary sales office located within an approved subdivision (see chapter 17.350).

(Res. of 8-28-78, § 9(B); Res. of 7-10-89; Res. of 9-28-92; Code 1991, § 17.110.020; Res. of 2-27-03(1), § 1; Res. of 3-22-18(2), § 3; Res. of 3-28-19(1), § 9)

17.110.030. - Conditional uses subject to zoning board of adjustment approval.

In the AR-III district, conditional uses subject to zoning board of adjustment approval (see chapter 17.350) and a required public hearing include:

- A. Additional parking on other than principal lot.
- B. Class A and Class B single-family manufactured homes on an occupied lot due to a hardship.
- C. Caretaker and/or employee residences.

(Res. of 8-28-78, § 9(C); Res. of 7-10-89; Code 1991, § 17.110.030; Res. of 6-17-02(2), § 15; Res. of 2-27-03(1), § 1)

17.110.040. - Uses permitted subject to approval of county commission.

In the AR-III district, uses permitted subject to approval of the county commission after review and recommendation by the planning commission and required public hearing [include]:

- A. Municipal, state and other public uses.
- B. Fraternal organizations or private clubs (see chapter 17.20 definitions for church, club or lodge).
- C. Nursery schools, kindergartens, day care centers.
- D. Private airfields.
- E. [Reserved.]
- F. Cemeteries.

- G. Slow rate land treatment systems.
- H. Private directional signs for churches (defined under section 17.270.030) up to 36 square feet in area.
- I. Re-establishment of a nonconforming use after a period of two years.
- J. Equestrian centers.
- K. Group day care home.
- L. Day care center.
- M. Commercial kennel.
- N. Telecommunications facilities, provided the conditions of chapter 17.410 are met.
- O. Community residences that fail to meet all requirements for an administrative occupancy permit, excluding community residences denied a required local or state license.
- P. Site-built dwelling units, Class A manufactured homes, and Class A industrialized dwelling units more than seven years old being moved into Hall County for the purpose of permanent or temporary occupancy.
- Q. Raising for gain or profit of dangerous animals.
- R. Small animal specialty farms.

(Res. of 8-28-78, § 9(D); Res. of 7-10-89; Res. of 1-14-91; Res. of 3-11-91; Res. of 5-28-91; Res. of 7-8-91; Res. of 10-14-91; Res. of 1-13-92; Res. of 1-27-92; Res. of 2-10-92; Res. of 5-11-92; Code 1991, § 17.110.040; Res. of 3-11-99, § 3; Res. of 6-17-02(2), § 16; Res. of 2-27-03(1), § 1; Res. of 1-13-22(3), § 11)

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

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

17.140.010. - Permitted uses.

Uses permitted in the S-S District include:

- A. Any retail or retail service establishment, including the making of articles sold at retail on the premises providing the conditions of Chapter 17.210 are met;
- B. Churches and other places of worship;
- C. Offices with gross floor area not exceeding 25 percent of lot area.
- D. Radio and television studios;
- E. [Deleted 1-13-92]
- F. Service stations, provided the conditions of Chapter 17.210 are met;
- G. Subdivisions;
- H. County uses;
 - I. Family day care home;
 - J. Group day care home;
- K. Construction trailer, provided the conditions of Chapter 17.210 are met;
- L. Banks;
- M. Restaurants.

(Res. of 8-28-78, § 12(A); Res. of 2-22-88; Res. of 7-25-88; Res. of 10-14-91; Res. of 12-23-91; Res. of 1-27-92; Res. of 2-10-92; Code 1991, § 17.140.010; Res. of 6-27-02, § 1; Res. of 2-27-03(1), § 1)

17.140.020. - Uses permitted subject to approval of planning commission.

Uses permitted subject to the approval of the planning commission include:

- A. Shopping centers.
- B. Planned unit developments on a minimum of ten acres.
- C. Municipal and other public uses.
- D. Animal hospitals or veterinary clinics with exercise yards but no outside pens or runways.

(Res. of 8-28-78, § 12(B); Res. of 7-25-88; Res. of 11-11-91; Res. of 1-27-92; Code 1991, § 17.140.020; Res. of 2-27-03(1), § 1)

17.140.030. - Conditional uses subject to zoning board of adjustment approval.

In the S-S district, conditional uses subject to zoning board of adjustment approval (see chapter 17.350) and a public hearing include:

- A. Additional parking on other than principal lot.
- B. Caretaker and/or employee residences.

(Res. of 8-28-78, § 12(C); Res. of 7-10-89; Code 1991, § 17.140.030; Res. of 2-27-03(1), § 1)

17.140.040. - Uses permitted subject to approval of county commission.

Uses permitted subject to the approval of the county commission and a required public hearing include:

- A. Slow rate land treatment systems.
- B. Private directional signs for churches ([see] section 17.270.030) up to 36 square feet in area.
- C. Re-establishment of a nonconforming use after a period of two years.
- D. Day care center.
- E. Telecommunications facilities, provided the conditions of chapter 17.410 are met.
- F. Tattoo, body piercing and body modification establishments.

(Res. of 1-14-91; Res. of 3-11-91; Res. of 5-28-91; Res. of 10-14-91; Res. of 1-13-92; Res. of 2-10-92; Code 1991, § 17.140.040; Res. of 3-11-99, § 5; Res. of 2-27-03(1), § 1; Res. of 1-27-21(2), § 1(Exh. A))

ARTICLE XIII

USE PROVISIONS

Section 1300. RA-200 Agriculture-Residence District

This district is comprised of land that has a predominantly rural character. It is the intent of the regulations of this Zoning District to discourage the subdivision of land for urban development requiring such urban services as a public water supply, sanitary sewers, and fire protection.

Within the RA-200 Agriculture-Residence District, the following uses are permitted:

1. Single-family dwellings.
2. Customary accessory buildings and uses.
3. Customary home occupations.
4. Customary agricultural uses including forestry, commercial greenhouses, plant nurseries and the raising and keeping of livestock, provided that no animal quarters are located closer than 100 feet to any property line.
5. Customary agricultural buildings and uses including farm ponds and fishing lakes and one- and two-family tenant houses, subject to all of the yard requirements of the Zoning District.
6. Parks and other similar public and semi-public buildings and land uses.
7. Kennel – provided that no animal quarters are located closer than 200 feet to any property line.

Fur Farm – provided that no animal quarters are located closer than 200 feet to any property line.

Cattery – provided that no animal quarters are located closer than 100 feet to any property line.

8. Livestock sales pavilions or auction facilities, show rings or other arenas for the display, exhibition training or sale of livestock, provided that no animal quarters are located closer than 100 feet to any property line. Adequate off-street parking shall be provided for livestock trailers, recreation vehicles, etc., associated with the proposed use in addition to the minimum requirements of the Zoning Ordinance.

If the above uses meet any of the following criteria, a Special Use Permit would be required and all provisions for approval would be established as part of the granting of the Special Use Permit:

- a. The event is held more than three (3) days per month.
 - b. Operation of the use beyond 6:00 p.m.
 - c. A public address system is provided.
 - d. Permanent concession facilities are provided.
 - e. Portable restroom facilities are provided.
 - f. Seating facilities for more than 100 people are provided.
 - g. Parking facilities for more than 50 vehicles are provided.
 - h. Admission fee is charged.
9. Public, semi-public and private golf and country clubs, golf driving ranges and fishing clubs.
 10. Public utilities.
 11. Riding stables are academies, including any place that regularly breeds, boards, trains, buys, sells, trades or lets for hire any horse, donkey, burro or mule, provided that no animal quarters are located closer than 100 feet to any property line.
 12. Farmers' markets for the sale of products and commodities produced on the premises provided that any structure for such sales shall be located no closer than 35 feet to any property line.
 13. Temporary or portable saw mills provided no machine operation is located closer than 2000 feet to any property line.
 14. The raising and keeping of household pets.
 15. The raising and keeping of wild animals, provided that the owner or custodian of such wild animals has received an appropriate permit and meets all the requirements of the State of Georgia, and further provided that no animal quarter are located closer than 200 feet to any property line.

16. Churches, temples and synagogues provided:

- a. They are located on a principal arterial, major arterial, minor arterial, major collector street or State Highway on a site of not less than five (5) acres with two hundred and fifty (250) feet of road frontage.
- b. The buildings are located not less than fifty (50) feet from any street and not less than thirty (30) feet from any side or rear property line.
- c. Parking is not provided in the front yard setback area.
- d. If adjacent to residentially-zoned property, a buffer of at least fifty (50) feet wide shall be provided along the property lines adjacent to said zoning; provided, however, that this buffer may be reduced to no less than twenty (20) feet in width adjacent to the sanctuary building or "Sunday School" educational building and parking related to these buildings.
- e. A church, temple or synagogue located in a manufactured building may be erected on the property for a period not to exceed three (3) years.

Within the RA-200 Agricultural-Residence District, the following uses may be permitted provided the applicant for such a development is granted a Special Use Permit by the Board of Commissioners after receiving recommendations from the Planning Director and Planning Commission and after a public hearing:

1. Private school.
2. A cemetery, provided the following conditions are met:
 - a. The cemetery may front only on a collector or major street or state highway, and the entrances and exists to it shall be only from the street on which it fronts.
 - b. The cemetery shall be bordered by a ten (10) foot wide buffer strip along all of its exterior property lines not bordering the frontage street and not extending into the required front yard.

The buffer strip shall be planted with evergreen trees or shrubs that grow at least eight (8) feet tall and provide an effective visual screen.

- c. The cemetery is included in a Preliminary Subdivision Plat that has been approved by the Municipal-City of Buford Planning Commission.

3. Manufactured Homes.
4. Group Day Care Homes.
5. Veterinary clinic or hospital, provided that no portion of a building, structure, outdoor run or pen used to house or exercise animals is located closer than two hundred (200) feet to any property line.
6. Churches, temples and synagogues not meeting the minimum requirements for a permitted church, temple or synagogue within the district.

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

Purpose:

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

Permitted Uses:

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

A. Retail and Service Uses:

1. Antique shops.
2. Animal hospitals or veterinary clinics.
3. Art and school supply stores.
4. Art galleries.
5. Automotive parts stores (no on-premises installation).
6. Bakeries.
7. Banks or financial institutions. Drive-in/through facilities shall obtain a special use permit. See Special Use (19). Automatic tellers as accessory or freestanding use.
8. Barber and beauty shops.
9. Bicycle shops.

10. Blueprinting establishments.
11. Book or stationery stores.
12. Building, electrical or plumbing contractors (provided no equipment or materials are stored outside).
13. Business college or business schools operated as a business enterprise.
14. Clothing sales or rental stores.
15. Convenience food stores with or without fuel pumps.
16. Custom dressmaking and sewing shops.
17. Dance studios.
18. Day care center, provided the following conditions are met:
 - a. At least one hundred (100) square feet of outdoor recreation area per child, and the outdoor play area is enclosed with a six (6) foot high fence.
 - b. Comply with all state day care requirements.
 - c. Comply with all health regulations.
19. Department stores.
20. Drive-in restaurants. (see special uses #20)
21. Drug stores.
22. Dry cleaning pick-up and delivery stations.
23. Electronic sales and service establishments.
24. Florist.
25. Food catering establishments.
26. Food stores or grocery stores.
27. Funeral homes and mausoleums.

28. Furniture rental or sales establishments.
29. Equipment rental (excluding heavy equipment, bulldozers, backhoes, forklifts, cranes, etc., and provided there is no outside storage associated with the use).
30. Garden supply centers and greenhouses (including accessory outdoor storage).
31. Gift shops.
32. Hardware stores.
33. Health clubs and spas.
34. Hobby shops.
35. Hotel or motels. (see special uses #17)
36. Ice cream shops.
37. Instruction of fine arts.
38. Interior decorating shops.
39. Jewelry stores.
40. Laundries and dry cleaning establishments, including self-service laundries.
41. Liquor stores.
42. Locksmith shops.
43. Mobile buildings (temporary, while any of the permitted or special uses are under construction, but not exceed six (6) months).
44. Museums and libraries.
45. Music stores or studios.
46. Office/showroom facilities.
47. Parking lots and garages.

48. Pest control businesses.
49. Pet shops or grooming establishments.
50. Photocopying and reproduction services.
51. Photography shops and studios.
52. Plant nursery sales facilities.
53. Plumbing, electrical, pool and home building supply showrooms and sales centers (provided there is no outdoor storage associated with the use).
54. Radio, recording or television studios and broadcasting stations.
55. Radio and television repair shops.
56. Record/video sales and rental stores.
57. Recreation facilities (indoor, such as bowling alleys, skating rinks, shooting ranges and movie theaters.
58. Restaurants and lounges. Drive-in/through facilities shall obtain a special use permit. See Special Use (20).
59. Shoe stores and shoe repair shops.
60. Small appliance repair shops.
61. Sporting goods stores.
62. Tailor shops.
63. Taxidermist.
64. Toy stores.
65. Travel agencies.
66. Watch and clock repair shops.
67. Weaving apparel shops.
68. Automotive service stations, with or without fuel pumps.

69. Building supply centers with outdoor lumber yards or storage areas, provided these areas are screened with a six (6) foot high, one hundred (100) percent opaque fence.
70. Log splitting and storage lots, provided splitting and storage areas are screened with a six (6) foot high, one hundred (100) percent opaque fence.
71. Machine, welding, radiator or muffler repair shops.
72. Adult Entertainment Facility.
 - a. Said facility meets all requirements set forth by the City of Buford Code of Ordinance Regulating Adult Entertainment Establishments.
 - b. Said facility shall not be located on a parcel of land that is closer than 1,500 feet of any parcel of land which is either named or used for residential purposes, whether located inside or outside the corporate limits of the City.
 - c. Said facility shall not be located on a parcel of land that is closer than 1,500 feet of any parcel of land which a place of worship, school, governmental building, library, civic center, public park or playground is located, whether located inside or outside the corporate limits of the City.
 - d. Said facility shall not be located on a parcel of land that is closer than 1,500 feet of any parcel of land which contains another adult entertainment facility establishment, whether located inside or outside the corporate limits of the City.

B. Office Uses:

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

7. Other public or professional offices.
8. Real estate offices.

C. Public and Semi-Public Uses:

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

D. Residential:

1. Caretaker or watchman quarters as an accessory use.

E. Temporary Uses:

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

1. The sale of fruits and vegetables.
2. Charitable or non-profit events not to exceed four (4) days.
3. Christmas tree sales between November 15 and January 1.

4. The sale of any items in association with an existing business located on the premises as a principal use (i.e., sidewalk, parking lot or tent sales).
5. Carnival rides not to exceed fifteen (15) days provided no structure or equipment is located within five hundred (500) feet of any residential property lines.

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

Special Uses:

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

1. Auto body repair shops.
2. Auto repair shops or tire stores including lubrication or tune-up centers (full service and self-service).
3. Automotive sales lots and associated service facilities (new or used), provided such building contains at least 2,000 square feet of heated floor space.
4. Building materials sales with outdoor storage.
5. Recreation facilities (commercial outdoor, such as miniature golf courses, driving ranges, water slides, drive-in theaters or race tracks).
6. Contractor's offices using fencing for any purpose or contractor's offices with outside storage of equipment and materials. Any fencing shall be located in the rear yard provided the storage or equipment areas are screened with a six (6) foot high, one hundred (100) percent opaque fence.
7. Heavy equipment and farm equipment rental or sales and service.
8. Lawn mower repair shops.
9. Machine or welding, radiator or muffler repair shops.

10. Mobile home or mobile building leasing or sales lots (new or used).
11. Veterinary clinics with outside runs or pens.
12. Animal hospitals provided they are located not less than three hundred (300) feet from any residential zoning district or use as measured from property line to property line.
13. Boat sales establishments (new or used).
14. Telecommunications tower.
15. Mini-warehouse storage facilities.
16. Boat storage facilities.
17. Any hotel or motel with guest rooms containing any two (2) or more of the following three (3) items: dishwasher, stove (cooktop), refrigerator.
18. Banks or other financial institutions with drive-in facilities.
19. Drive-in/through restaurants.
20. Tattoo parlors and body piercing establishments.
21. Vehicle rental establishments.
22. Car wash establishments.
23. Taxi cab establishments.
24. Office/warehouse condominiums.
25. Pay Day Loans/Check Cashing establishments.
26. Secondary residential uses are allowed in proposed multi-story, mixed use buildings and is limited to new construction provided:
 - a. Commercial, retail, and/or office uses are provided on the first floor of the building;
 - b. Residential uses are limited to the second and third story of such building with common floors/ceilings with the commercial development;

- c. The total heated residential floor area is not greater than two (2) times the total heated non-residential floor area;
- d. Garage parking is provided for the residential use within the building; and
- e. The City Commission approves a concept plan depicting the site plan, building elevations, and mix of uses for the overall development;
- f. Two (2) car garages shall be required for each residential unit and located in the rear of the building;
- g. Residential garbage pick-up shall be housed and presented for pick-up next to the garage (rear of dwellings) and shall not be placed outside in excess of twenty-four (24) hours prior to pick-up. The City of Buford shall provide sanitation service.

27. Any retail or service establishment not specifically permitted herein, but which is similar to the listed uses, compatible with uses on adjoining property and which meets the intent and purpose of the District.

Other Provisions:

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

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

- 1. Each hotel/motel shall be accessed by patrons through a main or central lobby only with a minimum of 1,000 square feet;
- 2. Each guest room shall be accessed through an interior hallway and shall not have access to the exterior of the building (except through the central lobby);
- 3. Each hotel/motel must provide staff or management on duty twenty-four (24) hours a day;
- 4. Each motel/hotel building shall have a minimum roof pitch of six (6) in twelve (12);
- 5. Each motel/hotel shall provide an enclosed heated and air-conditioned laundry space with a minimum of three (3) washers and three (3) dryers (for patron use only);

6. Each motel/hotel footprint or site shall have a minimum area of two (2) acres;
7. Outside storage or parking or heavy equipment or construction related equipment is prohibited;
8. Banners or signs other than the hotel/motel marquee is prohibited on the subject premises; and
9. No business license shall be issued for any business operating from any guest room of the facility.

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

Section 1310. M-1. Light Industry District

The M-1 Light Industry District is comprised of lands that are located on or have ready access to a major street or state highway and are well adapted to industrial development but whose proximity to residential or commercial districts makes it desirable to limit industrial operations and processes to those that are not objectionable by reason of the emission of noise, vibration, smoke, dust, gas, fumes, odors or radiation and that do not create fire or explosion hazards or other objectionable conditions.

With the M-1 Light Industry District, the following uses are permitted:

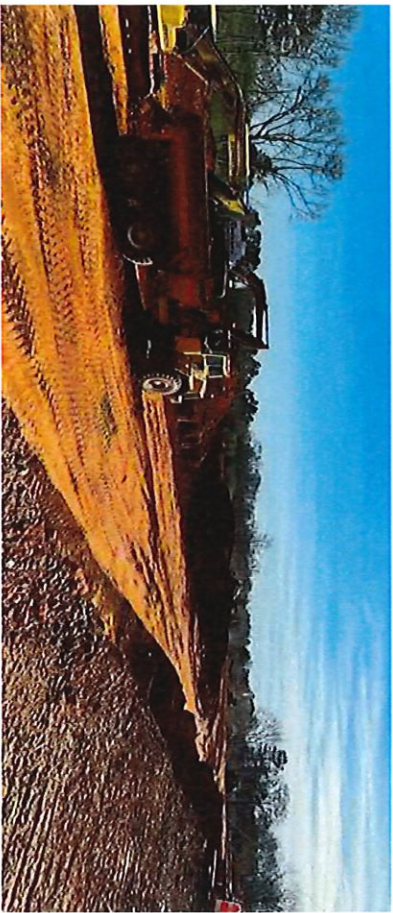
1. Baking plants.
2. Building material or other outdoor storage yards, other than junk yards, if they meet the following requirements:
 - a. They shall not be located within a required front yard.
 - b. They shall be screened by a solid fence at least six (6) feet high.
 - c. If an outdoor storage yard is established in connection with a permitted building, it shall meet the above requirements.
3. Accessory uses such as retail business and service establishments. In addition to the limitations on "accessory use" imposed under "Article III, Definitions" such permitted accessory uses specifically exclude retail business, offices, and service establishments that could be construed as principal uses and include only those uses that are primarily intended for and used by patrons or occupants of the principal use to which said establishment is accessory.
4. Cold storage plants.
5. Soft drink bottling and distributing plants.
6. Wholesaling and warehousing.
7. Similar industries that meet the standards of this zoning district.
8. Aircraft landing field.
9. Newspaper and printing plants.
10. Offices or office parks.

Within the M-1 Light Industry District, the following uses may be permitted as a Special Use, subject to the approval of the Board of Commissioners after receiving recommendations from the Planning Director and Planning Commissioner and after a public hearing, if the conditions, including a site plan, and such other appropriate stipulated conditions that the Board of Commissioners may require are met:

1. Mini-warehouses.
2. Financial services/institutions.

3. Hotels and motels.
4. Day care facilities.
5. Churches, temples and synagogues.
6. Truck terminals.
7. Telecommunications towers.
8. Office/warehouse condominiums.

FUTURE DEVELOPMENT GUIDE *Chapter 4*



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

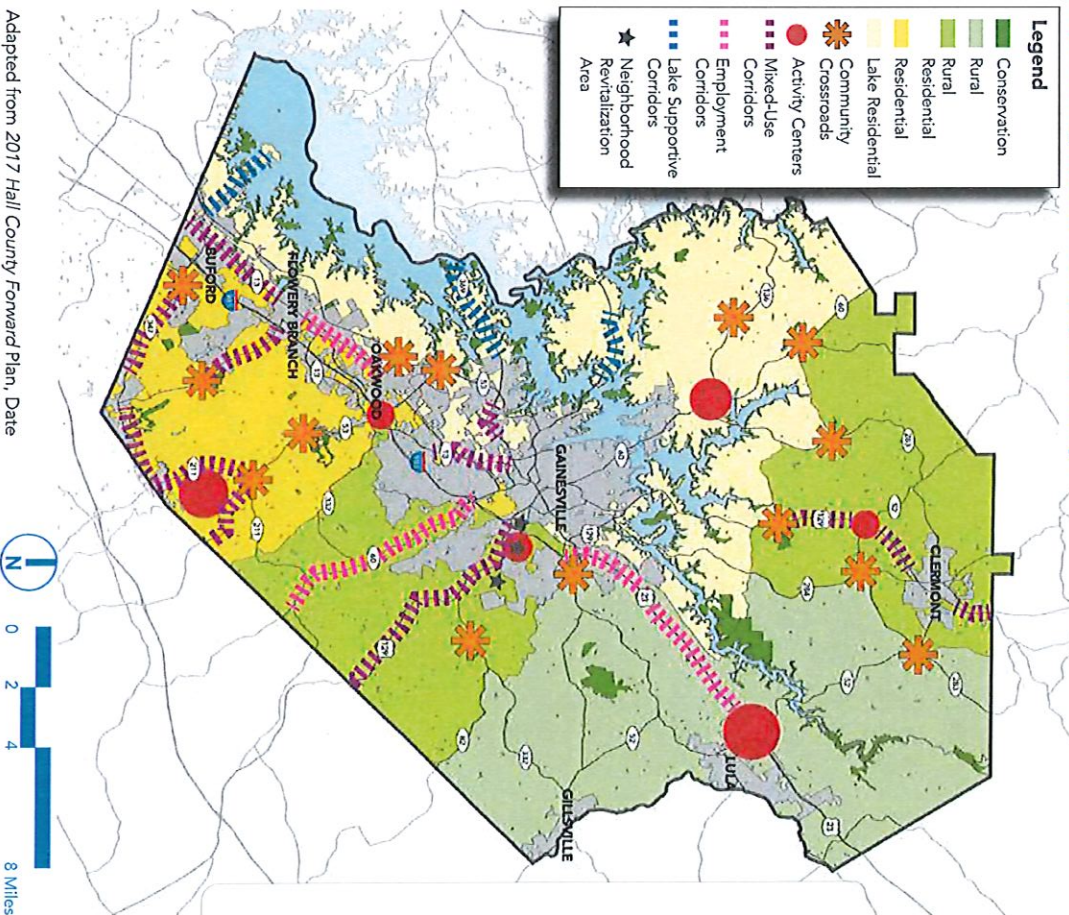
The Future Development Guide includes the three sections shown below:

- Future Development Map
- Character Area-Based Planning
- Character Area Policy

Future Development Map

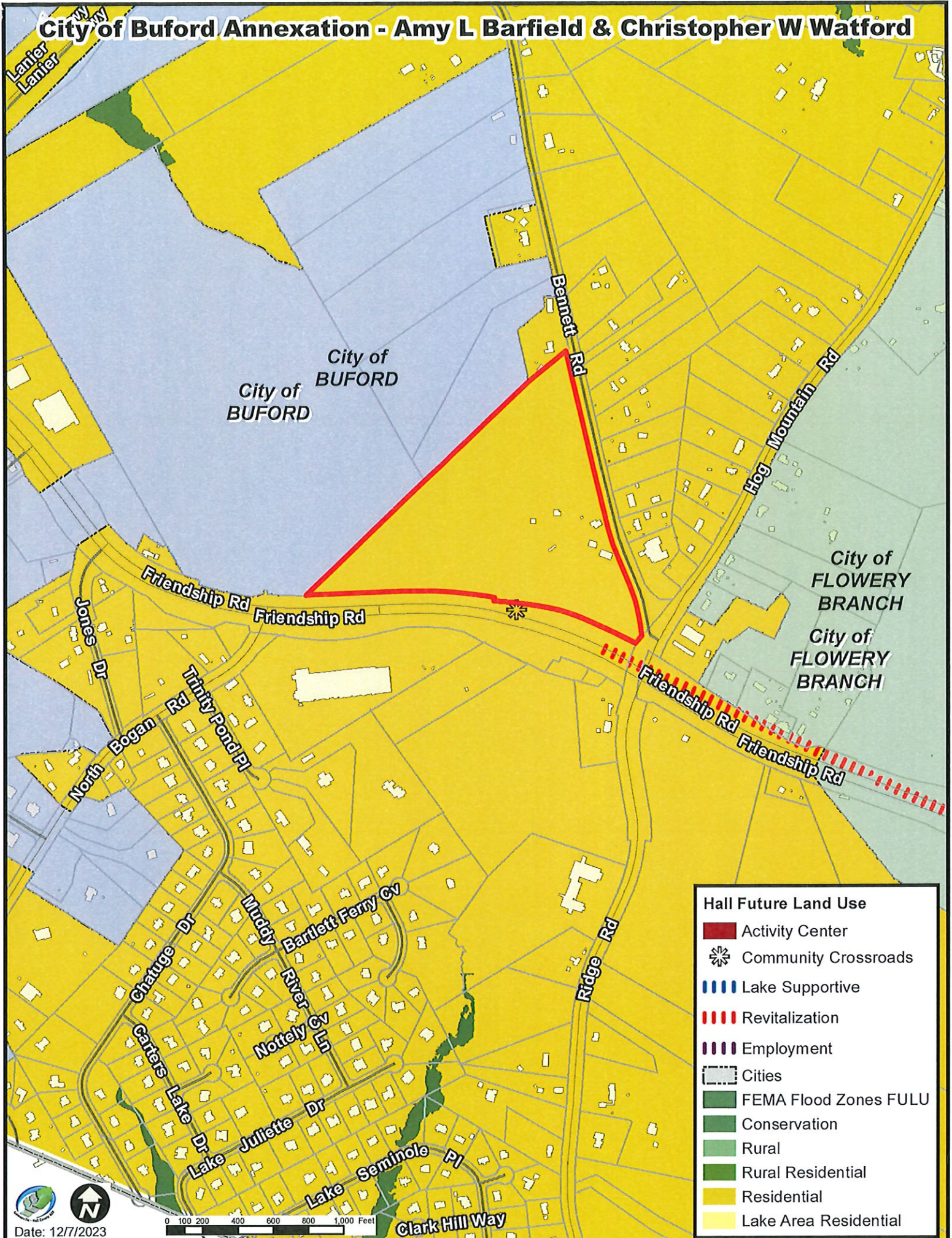
The Future Development Map is used to identify the geographic location of the Character Areas within Hall County. The Character Areas are described in detail later in this chapter. The Future Development Map is intended to help guide decision making related to the physical location of development and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

Hall County Future Development Map



Adapted from 2017 Hall County Forward Plan, Date

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



Hall Future Land Use

- Activity Center
- Community Crossroads
- Lake Supportive
- Revitalization
- Employment
- Cities
- FEMA Flood Zones FULU
- Conservation
- Rural
- Rural Residential
- Residential
- Lake Area Residential

Residential

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

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

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

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

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

Primary Future Land Uses

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

Implementation Strategies (see Chapter 3)

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

DESIGN PRINCIPLES

Density/Intensity

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

Greenspace

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

Transportation

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

Infrastructure

- Public water and sewer



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

Community Crossroads

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

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

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

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

Primary Future Land Uses

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

Implementation Strategies (see Chapter 3)

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

DESIGN PRINCIPLES

Density/Intensity

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

Greenspace

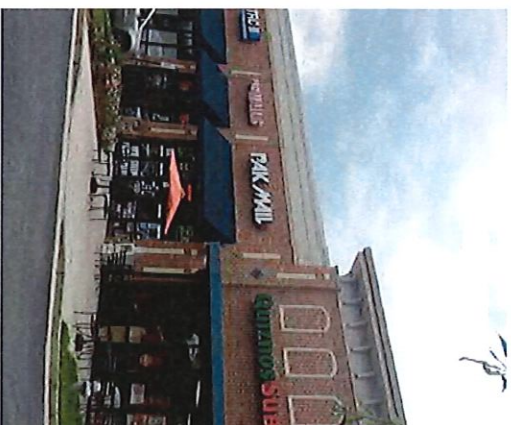
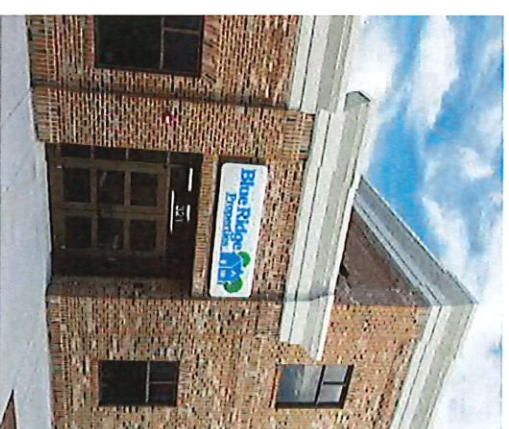
- Formal landscaping with built areas

Transportation

- Internal vehicular and pedestrian connectivity (Residential areas)

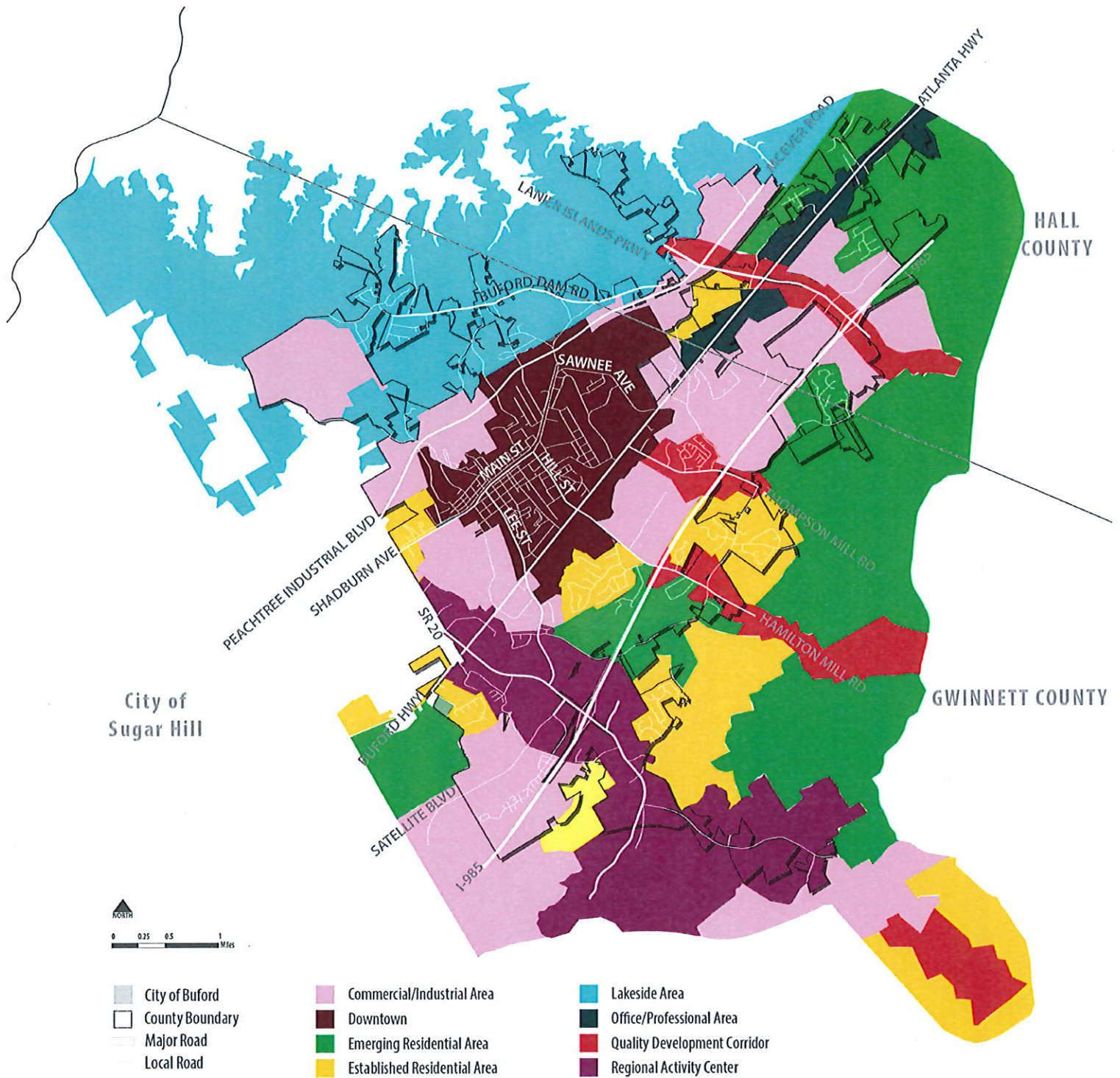
Infrastructure

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



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

Figure 4.2. Future Development Map



NOTE

The future development map extends past the City's existing boundaries. This extended area represents a generalized Area of Influence of the City of Buford, and potential opportunities for future annexation.

CHARACTER AREA: INDUSTRIAL/COMMERCIAL AREA

Existing character

The Industrial/Commercial character area is one of the most common in Buford. These parts of the city are characterized by commercial uses such as strip shopping centers, restaurants, large chain stores, and car dealerships; industrial uses include warehousing, manufacturing, and distribution facilities. Typically industrial/commercial parts of Buford experience significant vehicular and truck traffic, large building setbacks, extensive surface parking lots, and an overall low level of pedestrian orientation.



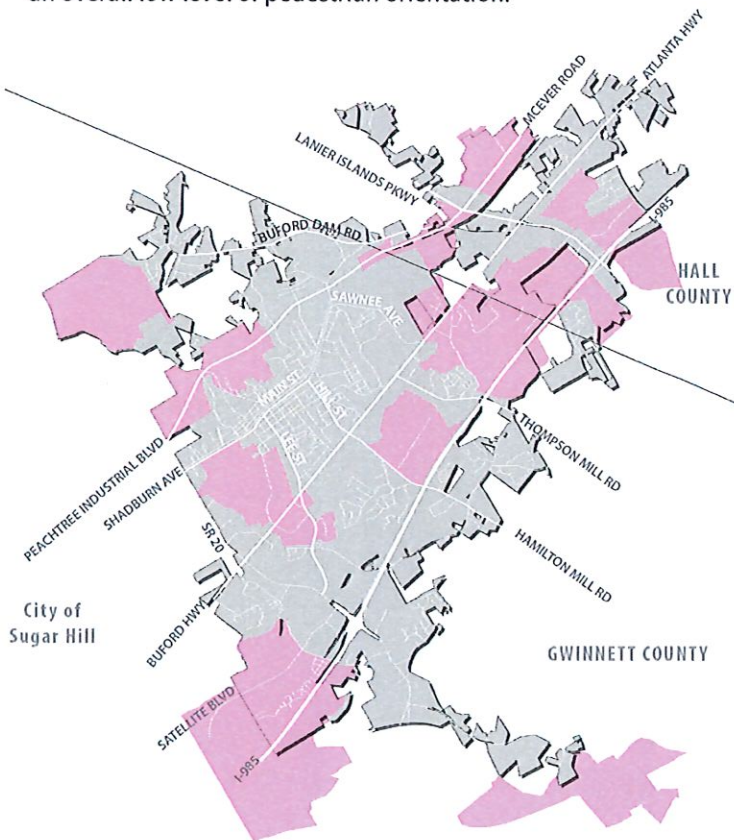
Existing Character

Encouraged Land Uses

Industrial, commercial

Vision for the Future

The highest priority for industrial/commercial areas should be to support business and commerce. This includes the efficient movement of freight, employees, and customer-related traffic into, out of, and through the character area. These areas should also be aesthetically pleasing with high quality design elements such as superior building materials, landscaping, and buffering from residential and other less intensive land uses. Steps should be taken to ensure that new industrial development within the city is green and does not have negative impacts on Buford's environmental quality.

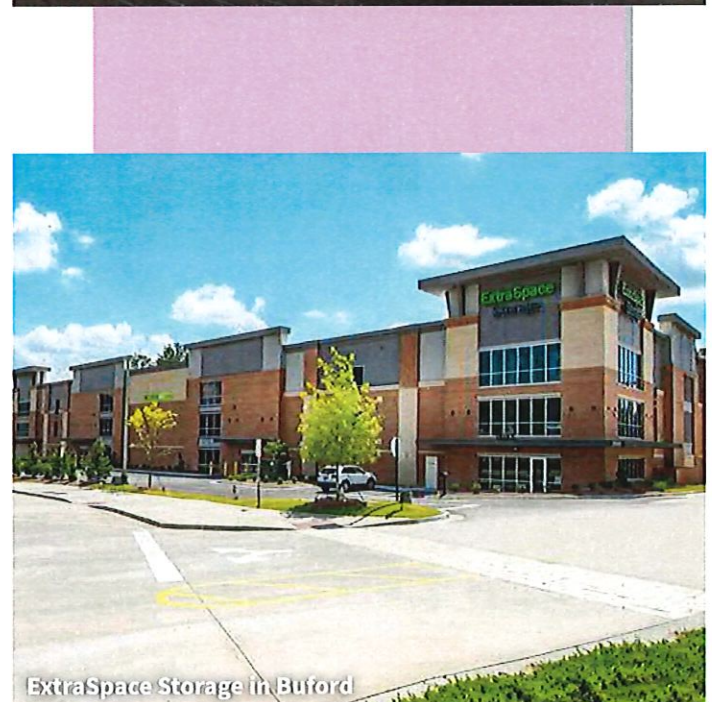


Key Policies

- LU2. Continue to expand the City's tax base
- T1. Address congestion on roadways
- T2. Improve access to regional transportation infrastructure
- ED.2 Promote redevelopment of under-used, undeveloped, and declining areas
- ED.4 Balance industrial development with infrastructure and environmental needs
- QL.2 Continue to provide affordable utilities and services to residents and businesses

Major Projects

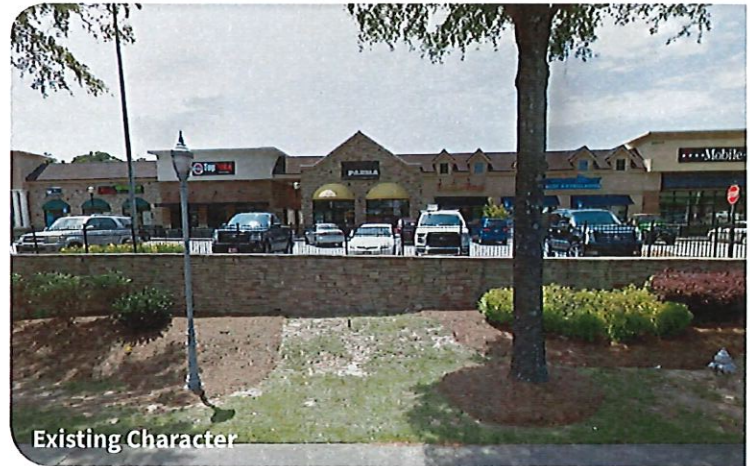
- Evaluate annexation opportunities in Hall County
- Thompson Mill Road interchange at I-985
- Mill Center Parkway Extension
- Freight Study
- Align ordinances with best practices for industrial development in terms of minimizing impacts on the community and environment
- Upper Suwanee Greenway West



CHARACTER AREA: QUALITY DEVELOPMENT CORRIDOR

Existing character

These are heavily traveled local arterial roadway corridors that serve as connections between major activity hubs in Buford. Commercial and industrial uses constitute a growing percentage of the road frontages as new development occurs, and older residential uses are under pressure to transition to non-residential uses.

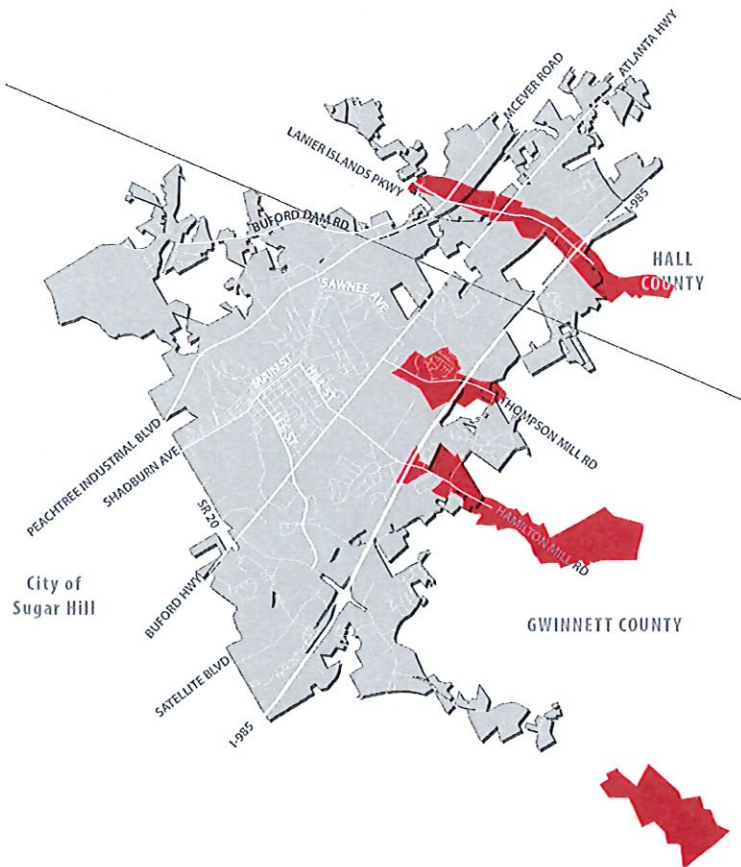


Encouraged Land Uses

Mixed use, commercial, residential (low and medium density)

Vision for the Future

Corridors that develop with high quality commercial and mixed use development at key intersections. Commercial development along these corridors should exhibit superior design features, similar to those seen in the Mall of Georgia area. Multi-modal transportation connections should be in place to ensure that residents of nearby neighborhoods can access commercial and mixed use areas easily.

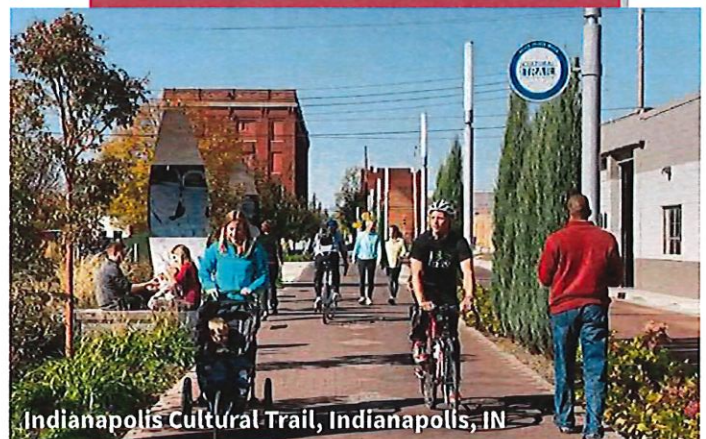


Key Policies

- LU3. Encourage mixed use development
- LU4. Invest in a high quality built environment
- T1. Address congestion on roadways
- T2. Improve access to regional transportation infrastructure
- T3. Expand the system of pedestrian and bicycle facilities
- T4. Support balanced parking strategies
- ED.2 Promote redevelopment of under-used, undeveloped, and declining areas
- ED.3 Attract a variety of businesses and employers

Major Projects

- Hamilton Mill Road at Buford Highway Intersection Improvement
- Thompson Mill Road Interchange at I-985
- I-985 Interchange at Hamilton Mill
- Thompson Mill Road Sidewalks
- Hamilton Mill Road side path
- Buford Development and Market Study
- North Bogan Road Multi-Use Trail
- Evaluate development regulations in terms of preservation of tree canopy and minimization of soil erosion and sedimentation





AGENDA ITEM

Consent

REPORT TO: Work Session (02/19/24)

REPORT TO: Voting Meeting (02/22/24)

ITEM NO: 46/2024

SUBJECT: Approve the award of IFB #031-44 Renovate Hall County Courthouse Jury Assembly Room Phase 1B for Court Administration to Pencor, LLC of Alpharetta, GA, in the amount of \$684,074.00.

Meetings:

Work Session Date: 02/19/24

Voting Meeting Date: 02/22/24

Executive Summary:

Presenter: JS

Recommendation:
Approval.

Purpose of Request:
Approve the award of IFB #031-44 Renovate Hall County Courthouse Jury Assembly Room Phase 1B for Court Administration to Pencor, LLC of Alpharetta, GA, in the amount of \$684,074.00.

History:

Facts and Issues:

Options:

This is a contract for services with Pencor Construction, LLC of Alpharetta, GA, to renovate the Hall County Courthouse 1st floor Jury Assembly Room in the amount of \$684,075.00. Staff recommends awarding Pencor Construction, LLC the competitive Invitation For Bid #031-44. Thirty-four (34) bids were sent out, and only five (5) responses were received. Pencor was the low bidder among five (5) bidders who responded to the Invitation For Bid.

The bid from Crown Service Contractors of Gainesville, GA was disqualified because of insufficient documentation in its bid submission. Addendum 3 - Revised Exhibit C (cost proposal) was posted to the County's website, but Crown Service Contractors failed to include this in its bid submission which prevented an accurate evaluation of its bid. CDC Design, Inc of Canton, GA and Tipton Construction of Gainesville, GA submitted a "no bid" in response to the Invitation For Bid.

Funding Requested	\$ 684,075.00
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?	

Approvals:

Buyer	Submit	Approve	Purchasing
AY	KM	JS	AY
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
 Bid Tab
 Contract



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

AGENDA ITEM 46/2024

Funds Requested: \$ 684,075.00

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	2100-COURT ADMINISTRATION	522201- REMODEL/RENOVATIONS	\$475,000.00
2025	350-CAPITAL PROJECTS FUND	2100-COURT ADMINISTRATION	522201- REMODEL/RENOVATIONS	\$209,075.00

Budget Transfer Items:

Additional Information/Comments:

Katie Mincey 770-538-5383

Contact for Questions: JS

Phone:

770-532-1895

IFB #: 031-44 Renovate Hall County Courthouse Jury Assembly Room, Phase 1B

		CDC Design, Inc	Tipton Construction Company	Multiplex, LLC	Pencor, LLC	Crown Service Contractors
		Canton, GA	Gainesville, GA	Duluth, GA	Alpharetta, GA	Gainesville, GA
ITEM NO.	ITEM DESCRIPTION	PRICE	PRICE	PRICE	PRICE	PRICE
1	Demolition & Disposal			\$26,175.00	\$20,940.00	
2	Electrical			\$88,434.00	\$96,773.00	
3	Mechanical/HVAC			\$80,301.00	\$80,704.00	
4	Plumbing			\$29,281.00	\$20,708.00	
5	Millwork			\$205,756.00	\$170,313.00	
6	Doors & Glazing			\$151,367.00	\$144,222.00	
7	Drywall (including mudding, cornerbead, and finishing)			\$87,905.00	\$68,400.00	
8	Painting			\$6,596.00	\$19,391.00	
9	Flooring			\$26,084.00	\$31,931.00	
10	Other construction materials			\$41,101.00	\$30,692.00	
	Total	NO BID	NO BID DUE TO SCHEDULING	\$743,000.00	\$684,074.00	DQ - Missing Addendum 3

RECOMMENDED AWARD: Pencor, LLC

BUDGET AMOUNT:

TOTAL AWARDED AMOUNT: \$684,074.00

BIDS MAILED: 34 **HALL:** 8

BIDS RECEIVED: 3 (2 -NO BIDS) **HALL:** 2

FUNDS:



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 2/1/2024

To: Richard Higgins, Chairman, Board of Commissioners

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached Contract.

Bid/Contract No: # 031-44

Contract Name: Contract For Services for the Renovation of Hall County Courthouse Jury Assembly Room, Phase 1B

Department(s) Requesting Contract: Court Administration

Vendor Name: Pencor Construction, LLC

Date of Next BOC Vote: 2/22/2024

- | | |
|--|--------------------------------|
| <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: \$684,075.00 |
| <input checked="" type="checkbox"/> Service Contract | |

Comments:

To approve the services of renovating the Hall County Courthouse Jury Assembly Room, including demolishing, removing, and disposing of the existing furnishings, fixtures, and other materials.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

PRICE INCREASE DETAILS

Bid/Contract No: #031-44

Bid/Contract Name: Invitation For Bid #031-44 Renovate Hall County Courthouse Jury
Assembly Room, Phase 1B



Hall County Government

FINANCIAL SERVICES

CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 031-44

For the provision of:

RENOVATE HALL COUNTY COURTHOUSE JURY ASSEMBLY ROOM, PHASE 1B

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #101 – INTRODUCTION

This Contract for Renovate Hall County Courthouse Jury Assembly Room, Phase 1B (hereinafter “Services”) as entered into on _____, and with an Effective Date of _____, is by and between; Hall County, Georgia, Board of Commissioners, (hereinafter “County”) located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Pencor, LLC (Hereinafter “Contractor”), located at 5955 Atlanta Hwy, Alpharetta, GA 30004. 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 # **031-44**, 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 – Cost Proposal Worksheet, as incorporated herein by reference, (including Performance & Payment Bonds and all permits if required) shown below:

Contractor is to invoice the County after substantial completion of project in arrears. County will pay Contractor progress payments as further described herein;

- C. **Price Escalation Clause.** (Not applicable) Contractor may request up to, but no more than, a three percent (3%) price escalation adjustment to this contract at each time of contract renewal.

ARTICLE #103 – NOTICES:

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

COUNTY PROJECT MANAGER

Kevin Ivey
Superintendent
Hall County Facilities Management
kivey@hallcounty.org
Ph (770) 531-6823

COUNTY ISSUING OFFICER

Andrew Youngblood
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd Gainesville, GA 30504
andrew.youngblood@hallcounty.org
Ph: (770) 531-4940

CONTRACTOR'S CONTACT INFO

Name *Jared C. Penny*
Title *President*
Company Name *Pencor LLC*
Address 1 *5955 Atlanta Hwy, Alpharetta, GA 30004*
Address 2
Email *jaredp@pencorconstruction.com*
Phone *678-207-9916*

REMIT-TO ADDRESS (if different).

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

Until substantial and final completion of Services according to the time schedule and after all subcontractor(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 exposed 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 non-compliance 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 subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
 3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect, or incomplete.
 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE # 123 – PERFORMANCE AND PAYMENT BONDS.
- F. Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the

Contract.

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

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

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

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS:

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

ARTICLE #113 – SEVERABILITY:

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

not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

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 by any Terms and Conditions of the Contractor that are only accessible by hyperlink. 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 (i) shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.

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

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

ARTICLE # 118 – INSURANCE REQUIREMENTS:

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, subcontractors, or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation

necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 – COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on Exhibit C – 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 AND 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 deficiencies 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 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 with whom it is contracted. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

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

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

ARTICLE #124 – RETAINAGE

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

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

1. Any amendments to the Contract, including all Exhibits thereto.

2. The Contract itself, including all Exhibits thereto.
3. 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 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. 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 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, designer, distributor, dealer,

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. "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.
8. The County's payment terms are Net 30 days (N30).
9. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
10. 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.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. 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.
14. The County does not accept automatic contract renewals with the exception of monthly subscription services.
15. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
16. 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.
17. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
18. 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.
19. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
20. 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.
21. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. 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.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.

28. 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.
29. 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.
30. 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.
31. Invoices submitted to the County will reflect the language of the PO with the PO Number printed on each invoice submitted.
32. 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.
33. 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.
34. The Supplier certifies that it and its subcontractors are not 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.
35. 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.
36. 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.
37. The County does not pay late fees nor interest charges.
38. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
39. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
40. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

Executed on January, 24th, 20 24 in Alpharetta (city),
GA (state) 30004 (Zip Code)

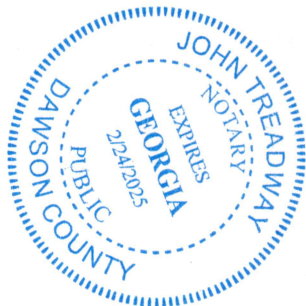
Jared C. Penny
 Signature of Authorized Officer or Agent
Jared C. Penny, President
 Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

On This the 24th Day of January, 20 24.

John Treadway
 NOTARY PUBLIC John Treadway, Dawson County, GA

My Commission Expires: 2-24-25



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

Pencor, LLC

HALL COUNTY, GEORGIA

By: [Signature]

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

Print Name: Jared C. Penny

Title: President

Date: _____

Sworn to and subscribed before me this

Attestment: _____
County Clerk

26th Day of January, 2024

Approved as to Form

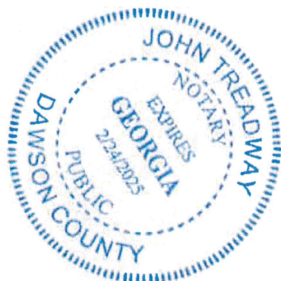
Notary Public: [Signature]
John Treadway, Dawson County, GA

[Signature]
William J. Linkous III, County Attorney

Notary commission expires: 2-24-25

Nathaniel R. Anderson
Senior Assistant County Attorney

[Locus Sigilli – Seal or Stamp]





AGENDA ITEM

Consent

REPORT TO: Work Session (02/19/24)
REPORT TO: Voting Meeting (02/22/24)
ITEM NO: 64/2024
SUBJECT: Approve the sole source purchase of an Audio/Video Streaming System for Court Administration to S&L Integrated Systems, LLC of Thomasville, GA, in the amount of \$96,729.27.

Meetings:

Work Session Date: 02/19/24

Voting Meeting Date: 02/22/24

Executive Summary:

Presenter: JS
Recommendation: Approval.

Purpose of Request: Approve the sole source purchase of an Audio/Video Streaming System for Court Administration to S&L Integrated Systems, LLC of Thomasville, GA, in the amount of \$96,729.27.

History:

Facts and Issues: This is a companion piece to IFB #031-44 Renovate Hall County Courthouse Jury Assembly Room. This item will provide for the installation of necessary audio/visual services and is awarded to the county's existing vendor servicing all 14 existing courtrooms.

Options:

S&L Integrated has been a vendor of the County for several years and is in good standing.

Funding Requested	\$ 96,729.27
Are funds within current budget?	Yes
Source of Funds	Capital
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?	2024-02-29

Approvals:

Submit	Approve	Purchasing	Budget
KM	JS	AP	EW
Finance	Attorney	Administration	Clerk
WG	WLI	CR	JR

Attachments:

Financial Supplement

S&L Quote

Sole Source Justification Form



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

AGENDA ITEM 64/2024

Funds Requested: \$ 96,729.27

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	2100-COURT ADMINISTRATION	522201- REMODEL/RENOVATIONS	\$96,729.27

Budget Transfer Items:

Additional Information/Comments:

katie.mincey@hallcounty.org

Contact for Questions: KM

Phone:

(770) 538-5383

BILL TO**JOB LOCATION**

Company: Hall County Courts
Address: 225 Green Street
Gainesville, GA 30503

Company: Hall County Courts
Address: 225 Green Street
Gainesville, GA 30503

Date: 2024-02-06
Sales Rep: Donald Mobley Jr.
Phone:
Email: stanm@slintegrated.com

Contact: Jeff Comlin
Phone: (770) 532 1895

Contact: Kenny Shoemaker
Phone: (770)531-2460

TITLE

Courtroom 1B ARPA Courtroom AV Upgrades

SCOPE OF WORK

Courtroom 1B

Judge's Bench

- Touch panel
 - High Level Touch Panel Overview:
 - Video Source Selection
 - Video Blackout – stops all video output
 - Program Audio Control
 - Individual Microphone Control
 - Sound Masking Engine – Enable/Disable
 - Stops microphone output in the room, but continues microphone signal propagation to the court reporter
 - Plays masking audio through the system speakers
 - Start / Stop Streaming – if streaming option selected
- Monitor to display shared content
- Desktop mounted speaker for voice lift
- Microphone with pushbutton mute base
- Sidebar microphone
 - Sidebar microphone intended to capture sidebar conversations for the record - this feature will not amplify sidebar conversations within the room
- HDMI presentation input

Witness Stand

- Monitor to display shared content
- Microphone in shock mount
- Microphone requires a hole to be drilled in witness stand table
- Desktop mounted speaker for voice lift

Clerk's Desk

- Microphone with pushbutton mute base
- Desktop mounted speaker for voice lift

Evidence Presentation

- Lectern provided in quote
- Includes document camera shelf and cable pass through cubby

- HDMI presentation input
- Document camera
- Microphone with pushbutton mute base
- This station will have a disconnect plate located at the front of the Judge's bench so that items can be removed when the system is not being used in the standard courtroom mode

Lawyer Tables (Typical of 2)

- Wireless microphone with pushbutton mute base

Court Reporter Desk

- Touch panel
 - Panel will allow for microphone volume control of signals feeding the headphone amplifier mentioned below
 - Sources being sent to the recording will not be affected by touch panel control
- Monitor to display shared content
- USB or Dante connection (client choice based on recording software)
 - This connection will be capable of giving up to 8 discrete audio sources to the court reporter software
 - The court reporter software must accept standard multi-channel USB or Dante audio interfaces as an input device
- Headphone amplifier
 - This unit will give the court reporter the ability to hear a summed mix of the microphone volumes being affected on the touch panel
- Price assumes the court reporter can use USB to capture audio and will not require analog connections to an outboard audio interface
- This station will have a disconnect plate so that items can be removed when the system is not being used in the standard courtroom mode

Display Location(s)

- (1) Large format flat panel on articulating arm near the Judge's bench
- Price assumes the selected wall is structurally sound and can support display weight
- Display(s) will show content shared from the Judge's Bench or Evidence Presentation Lectern

In-Room Audio Reinforcement

- (1) Ceiling speaker zone

Analog Press Feed

- Mono audio output plate for connection to standard press capture equipment
- Location of press feed to be determined before installation

Rack Location

- Location requires (2) 120V 20A dedicated branch circuits at 18" AFF provided by others
- Location requires (2) data connections to client network
- Location minimum height must be 8'
- Location required sufficient ventilation and must be climate controlled
- Location of rack to be determined before installation

Overall

- Price assumes power and data at required locations will be provided by others

- Price assumes work will take place between the hours of 8AM and 5PM Monday through Friday excluding federal holidays
- Price assumes supporting structure can handle load of all equipment (including ceiling joists, walls, etc.)
- Price assumes any modification to supporting structure will be provided by others
- Price assumes unescorted physical access devices (keys, key cards, etc.) for site and any room or space will be provided by the client prior to installation
- Price assumes temporary or long-term parking for loading and unloading equipment is available during installation
- Price assumes finish surface repair (ceiling tiles, hard ceilings, wall coverings, floor coverings) will be provided by others
- Price assumes cable pathways between device locations exist or can be easily created without additional material – if this is not the case price assumes pathways will be provided by others
- Price assumes any owner furnished equipment is in proper working order and will be supplied by the customer prior to installation

Selected Options

Agnostic VTC

- Install (4) cameras to capture
 - Judge
 - Witness
 - Lawyer Left Table
 - Lawyer Right Table
- Camera views will be processed into a single quad view image
- Audio via system microphones
- This feature requires an owner furnished PC to be located at the Judge's Bench with appropriate conferencing software installed to be tested during installation
- This feature requires the user to select the proper camera / microphone / speakers in the chosen software
- No call controls will be available on the system touch panel
- Any evidence presentation must be made from the owner furnished VTC PC by sharing the local screen, no system video inputs will be available

Streaming

- Install (1) camera in the rear of the room to capture court proceedings
- Audio via system microphones
- This feature requires a client owned streaming account (YouTube, Vimeo, etc.) that can be streamed to without generating a new stream key with each instance
- If the streaming account capability matches the above requires a start / stop stream button will be available on the system touch panel

Solicitor's Area

- Wireless microphone with pushbutton mute base
- Wireless microphone charging station
- Touch panel
 - High Level Touch Panel Overview:
 - Solicitor's Area microphone level control
 - This touch panel will only be active when the courtroom is not in the standard courtroom mode

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Courtroom 1B					
Judge's Bench					
DG-PSP1_RDDL	Radio Design Labs	Decora-Style Active Loudspeaker - Gray - User Level Adjust	1.00	\$250.80	\$250.80
MG18HC_AUDX	Audix	MIC, POD, 18" GNECK, H-CARD, BLK, RF	1.00	\$294.63	\$294.63
ATS1_AUDX	Audix	STAND, TBL MNT, SHK ABSOR, WITH ON/OFF	1.00	\$231.94	\$231.94

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Courtroom 1B					
Judge's Bench					
PS-24AS_RDDL	Radio Design Labs	24 Vdc Switching Power Supply, North American AC Plug, 500 mA, dc Plug	1.00	\$32.12	\$32.12
ADX60_AUDX	Audix	MIC, BNDRY PLATE, CARD W/APS910 PWR ADAP	1.00	\$193.05	\$193.05
DC-1B_RDDL	Radio Design Labs	Single Desktop or Wall Mounted Chassis for Decora Remote Controls and Panels - black	1.00	\$72.48	\$72.48
CP-1B_RDDL	Radio Design Labs	Single Cover Plate - black	1.00	\$13.40	\$13.40
DuetE-2_VIS	Visionary Solutions	A/V Encoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routabl	1.00	\$1,342.50	\$1,342.50
DuetD-2_VIS	Visionary Solutions	A/V Decoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routabl	1.00	\$1,342.50	\$1,342.50
24BK430H-B	LG	24" class IPS HDR FHD Monitor	1.00	\$138.50	\$138.50
OSI_WS-03S	Wearson	Low Profile Vesa Stand All Metal Holder Sturdy with VESA 75x75 100x100mm1	1.00	\$59.99	\$59.99
C2G10378_C2G	C2G	10ft/3m Ultra Flexible HDMI Cable 4K	2.00	\$21.56	\$43.12
TSC-101-G3_QSC	QSC	Q-SYS 10.1 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	1.00	\$2,850.00	\$2,850.00
TSC-710t-G3_QSC	QSC	Table top mounting accessory for TSC-70-G3 and TSC-101-G3.	1.00	\$409.50	\$409.50
RLNK-215_MDLA	Middle Atlantic	15A2 OUTIP CTRL POWER	1.00	\$236.25	\$236.25
MISC-EXPENSE	S&L	CUSTOM WALLPLATE	1.00	\$298.51	\$298.51
VAC-12HUC_MRSHL	Marshall	HDMI to USB-C Converter (USB3.0/2.0)	1.00	\$375.00	\$375.00
TX-A2_RDDL	Radio Design Labs	Audio Converter Balanced to Unbalanced - Terminals, dual-RCA	1.00	\$124.94	\$124.94
OSI_DB6BNCHD-25	West Penn	BNC HD Comp RG6/U Double Bubble	1.00	\$63.28	\$63.28
Judge's Bench Total:					\$8,372.51
Witness Stand					
D5100_VIS	Visionary Solutions	A/V Decoder, 4K60 4:4:4 UHD over IP cinema quality ultra-low latency visually lossless switch matrix	1.00	\$1,042.50	\$1,042.50
DG-PSP1_RDDL	Radio Design Labs	Decora-Style Active Loudspeaker - Gray - User Level Adjust	1.00	\$250.80	\$250.80
PS-24AS_RDDL	Radio Design Labs	24 Vdc Switching Power Supply, North American AC Plug, 500 mA, dc Plug	1.00	\$32.12	\$32.12
DC-1B_RDDL	Radio Design Labs	Single Desktop or Wall Mounted Chassis for Decora Remote Controls and Panels - black	1.00	\$72.48	\$72.48
CP-1B_RDDL	Radio Design Labs	Single Cover Plate - black	1.00	\$13.40	\$13.40
MG18_AUDX	Audix	MIC, POD 18 " GNECK CARD COND, BLK	1.00	\$276.72	\$276.72
SMT1218R_AUDX	Audix	MOUNT, TABLE,FLANGE,W/RUBBER INSULATOR,	1.00	\$28.66	\$28.66
MISC-EXPENSE	S&L	CUSTOM WALLPLATE	1.00	\$139.03	\$139.03
24BK430H-B	LG	24" class IPS HDR FHD Monitor	1.00	\$138.50	\$138.50
Witness Stand Total:					\$1,994.21
Clerk's Desk					
DG-PSP1_RDDL	Radio Design Labs	Decora-Style Active Loudspeaker - Gray - User Level Adjust	1.00	\$250.80	\$250.80
PS-24AS_RDDL	Radio Design Labs	24 Vdc Switching Power Supply, North American AC Plug, 500 mA, dc Plug	1.00	\$32.12	\$32.12
DC-1B_RDDL	Radio Design Labs	Single Desktop or Wall Mounted Chassis for Decora Remote Controls and Panels - black	1.00	\$72.48	\$72.48
CP-1B_RDDL	Radio Design Labs	Single Cover Plate - black	1.00	\$13.40	\$13.40
MG18HC_AUDX	Audix	MIC, POD, 18" GNECK, H-CARD, BLK, RF	1.00	\$294.63	\$294.63
ATS1_AUDX	Audix	STAND, TBL MNT, SHK ABSOR, WITH ON/OFF	1.00	\$231.94	\$231.94
MISC-EXPENSE	S&L	CUSTOM WALLPLATE	1.00	\$139.03	\$139.03
Clerk's Desk Total:					\$1,034.40

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Courtroom 1B					
Evidence Presentation					
MG18HC_AUDX	Audix	MIC, POD, 18" GNECK, H-CARD, BLK, RF	1.00	\$294.63	\$294.63
ATS1_AUDX	Audix	STAND, TBL MNT, SHK ABSOR, WITH ON/OFF	1.00	\$231.94	\$231.94
DuetE-2_VIS	Visionary Solutions	A/V Encoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routabl	1.00	\$1,342.50	\$1,342.50
RLNK-215_MDLA	Middle Atlantic	15A2 OUTIP CTRL POWER	1.00	\$236.25	\$236.25
MISC-EXPENSE	S&L	CUSTOM WALLPLATE	1.00	\$139.03	\$139.03
PD3003BKL_AVF	AVF	Economy Podium	1.00	\$1,258.57	\$1,258.57
HCD_HVCM	HoverCam	HoverCam DUO - HDMI, VGA, USB 3.0, 12MP	1.00	\$408.33	\$408.33
C2G10378_C2G	C2G	10ft/3m Ultra Flexible HDMI Cable 4K	2.00	\$21.56	\$43.12
Evidence Presentation Total:					\$3,954.37
Court Reporter Desk					
D5100_VIS	Visionary Solutions	A/V Decoder, 4K60 4:4:4 UHD over IP cinema quality ultra-low latency visually lossless switch matrix	1.00	\$1,042.50	\$1,042.50
USB2001EXTV_STRT	STARTECH.COM	CONNECT A USB 2.0 DEVICE TO YOUR COMPUTER OVER LONG DISTANCES USING THIS SINGLE-	1.00	\$145.87	\$145.87
DB-SH1_RDDL	Radio Design Labs	Stereo Headphone Amplifier - Decora panel with user level control - Black	1.00	\$204.06	\$204.06
PS-24AS_RDDL	Radio Design Labs	24 Vdc Switching Power Supply, North American AC Plug, 500 mA, dc Plug	1.00	\$32.12	\$32.12
DC-2B_RDDL	Radio Design Labs	Double Desktop or Wall Mounted Chassis for Decora Remote Controls and Panels - black	1.00	\$91.10	\$91.10
CP-2B_RDDL	Radio Design Labs	Double Cover Plate - black	1.00	\$14.57	\$14.57
24BK430H-B	LG	24" class IPS HDR FHD Monitor	1.00	\$138.50	\$138.50
OSI_WS-03S	Wearson	Low Profile Vesa Stand All Metal Holder Sturdy with VESA 75x75 100x100mm1	1.00	\$59.99	\$59.99
C2G10378_C2G	C2G	10ft/3m Ultra Flexible HDMI Cable 4K	1.00	\$21.56	\$21.56
TSC-70-G3_QSC	QSC	Q-SYS 7 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	1.00	\$1,714.50	\$1,714.50
TSC-710t-G3_QSC	QSC	Table top mounting accessory for TSC-70-G3 and TSC-101-G3.	1.00	\$409.50	\$409.50
MISC-EXPENSE	S&L	CUSTOM WALLPLATE	1.00	\$139.03	\$139.03
Court Reporter Desk Total:					\$4,013.30
Lawyer Table Left					
506626_SNNHPA	Sennheiser Pro Audio	Wireless table stand. Compatible with all Sennheiser XLR-3 gooseneck microphones. Includes (1) BA 40	1.00	\$958.50	\$958.50
504791_SNNHPA	Sennheiser Pro Audio	Gooseneck microphone (cardioid, condenser) with 3-pin XLR-M and 12-48 V phantom power. MAT 133 table	1.00	\$283.50	\$283.50
Lawyer Table Left Total:					\$1,242.00
Lawyer Table Right					
506626_SNNHPA	Sennheiser Pro Audio	Wireless table stand. Compatible with all Sennheiser XLR-3 gooseneck microphones. Includes (1) BA 40	1.00	\$958.50	\$958.50
504791_SNNHPA	Sennheiser Pro Audio	Gooseneck microphone (cardioid, condenser) with 3-pin XLR-M and 12-48 V phantom power. MAT 133 table	1.00	\$283.50	\$283.50
Lawyer Table Right Total:					\$1,242.00
Wall					
D5100_VIS	Visionary Solutions	A/V Decoder, 4K60 4:4:4 UHD over IP cinema quality ultra-low latency visually lossless switch matrix	1.00	\$1,042.50	\$1,042.50
SLI-LG-85	LG	LG 86UR340C9UD	1.00	\$2,704.98	\$2,704.98
TS525TU_CHF	CHIEF	THIN SWING ARM (LARGE)	1.00	\$607.91	\$607.91
MISC-EXPENSE	S&L	CUSTOM WALLPLATE	1.00	\$111.94	\$111.94
CVM-19_MRSHL	Marshall	Wall Mount Plate (threaded - 4 mounting screws included) compatible w/ any Marshall 1/4"-20 Articula	1.00	\$15.00	\$15.00

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Courtroom 1B					
Wall					
CVM-11_MRSHL	Marshall	Articulating Arm 11	1.00	\$42.00	\$42.00
CV355-10X_MRSHL	Marshall	Compact 10X Zoom 3GSDI/HDI Camera	1.00	\$753.73	\$753.73
CV355-10X_MRSHL	Marshall	Compact 10X Zoom 3GSDI/HDI Camera	1.00	\$753.73	\$753.73
CV355-10X_MRSHL	Marshall	Compact 10X Zoom 3GSDI/HDI Camera	1.00	\$753.73	\$753.73
CV504_MRSHL	Marshall	Miniature 3GSDI Camera	1.00	\$375.00	\$375.00
CV504_MRSHL	Marshall	Miniature 3GSDI Camera	1.00	\$375.00	\$375.00
CVM-11_MRSHL	Marshall	Articulating Arm 11	4.00	\$42.00	\$168.00
CVM-19_MRSHL	Marshall	Wall Mount Plate (threaded - 4 mounting screws included) compatible w/ any Marshall 1/4"-20 Articula	4.00	\$15.00	\$60.00
Wall Total:					\$7,763.52
Press Feed					
TX-10B_RDDL	Radio Design Labs	Bridging Input Transformer	1.00	\$58.73	\$58.73
QT-C-3694-MODEL_COV	COVID	Press out plate with 2 XLR male and mounting holes for RDL TX-10B	1.00	\$69.00	\$69.00
Press Feed Total:					\$127.73
Rack					
LS-54-072_LSTN	Listen	Listen iDSP Prime Level II Stationary RF System (72 MHz)	1.00	\$2,016.73	\$2,016.73
LA-117_LSTN	Listen	Coaxial Dipole Remote Antenna (216 MHz)	1.00	\$173.25	\$173.25
508855_SNNHPA	Sennheiser Pro Audio	SpeechLine Multi-Channel Receiver with 4 SL DW RF Links. Features Analog output with (2) Dante Inter	1.00	\$3,373.50	\$3,373.50
505901_SNNHPA	Sennheiser Pro Audio	Digital handheld transmitter, 1.9 GHz, with MME 865-1 capsule (supercardioid, condenser). Includes (1.00	\$823.50	\$823.50
506219_SNNHPA	Sennheiser Pro Audio	Charger with 2 charger cores, for SK/SKM D1, SK/SKM AVX, SL DW, BA 10, BA 30, including power supply	1.00	\$298.50	\$298.50
506805_SNNHPA	Sennheiser Pro Audio	2-compartment charger for SL TABLESTAND and interfaces, inductive, Qi standard, including power supp	1.00	\$478.50	\$478.50
PF000610_PATC	Powersoft Advanced Technologies Corp	Mezzo 604 A	1.00	\$1,267.22	\$1,267.22
CORE 110f-v2_QSC	QSC	Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-	1.00	\$3,788.81	\$3,788.81
SLQSE-110-P_QSC	QSC	Q-SYS Core 110 Scripting Engine Software License, Perpetual.	1.00	\$417.00	\$417.00
SLQUD-110-P_QSC	QSC	Q-SYS Core 110 UCI Deployment Software License, Perpetual.	1.00	\$201.75	\$201.75
GSM4248PX-100NAS_NTGR	Netgear	NETGEAR AV Line M4250-40G8XF-PoE+ 40x1G PoE+ 960W and 8xSFP+ Managed Switch	1.00	\$3,285.00	\$3,285.00
SLI-NUCLEUS-LITE	S&L Integrated	Nucleus-Lite: Router/Domotz only	1.00	\$853.50	\$853.50
RLNK-215_MDLA	Middle Atlantic	15A,2 OUT,IP CTRL POWER	1.00	\$236.25	\$236.25
RLNK-915R_MDLA	Middle Atlantic	15A9 OUTIP CTRL POWER	2.00	\$398.25	\$796.50
P007-003-15D_TRPLT	TRIPP LITE	IEC-320-C13 TO RIGHT-ANGLED NEMA 5-15P POWER CORD RIGHT-ANGLED NEMA CONNECTOR, 1	2.00	\$4.86	\$9.72
SU1500RTXLCD2U_T RPLT	TRIPP LITE	1500VA 1350W UPS SMART ONLINE RACKMOUNT LCD 100V-120V USB 2URM	1.00	\$1,158.75	\$1,158.75
WEBCARDLXE_TRPLT	TRIPP LITE	REMOTE MANAGEMENT NETWORK CARD FOR EATON TL SERIES SMART UPS The WEBCARDLXE is designed to fit speci	1.00	\$434.72	\$434.72
RCS-2724_MDLA	Middle Atlantic	27U/24"DEEPCONFIGURED RK	1.00	\$1,217.01	\$1,217.01
FC-DC_MDLA	Middle Atlantic	FAN CONTROLLERDC	1.00	\$137.01	\$137.01
MISC-EXPENSE	S&L	CUSTOM WALLPLATE	1.00	\$1,119.40	\$1,119.40
SQ-A104771	Covid	"One-Button Restart" (Engraved plate / Button assembly) v2	1.00	\$224.88	\$224.88
RPC-15_LWLL	Lowell	Classic Remote Power Control-15A, 1 Duplex Outlet, 6ft Cord	1.00	\$127.21	\$127.21

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Courtroom 1B					
Rack					
TX-A2_RDDL	Radio Design Labs	Audio Converter Balanced to Unbalanced - Terminals, dual-RCA	1.00	\$124.94	\$124.94
MONARCH HDX	Matrox	Matrox MHDX/I Monarch HDX Dual-Channel H.264 Encoder for Broadcast Streaming	1.00	\$1,674.00	\$1,674.00
MV0430_LEI	Lilliput Electronics Inc.	4SD/HD/3G-SDI inputs with auto detection 2SD/HD/3G-SDI and 1HDMI outputs for multi-view 11 selectabl	1.00	\$313.50	\$313.50
AC-EX70-UHD-KIT_AVP	AV Pro	HDBaseT (CAT6) Extender Kit. 10.2G, 40m 4K (70m HD) Slim Extender with I-Pass, Bi-Directional Power,	1.00	\$443.85	\$443.85
				Rack Total:	\$24,995.00
Ceiling					
AC-C6T_QSC	QSC	6.5" Two-way ceiling speaker, 70/100V transformer with 8 bypass, 110 conical coverage, includes C-ri	16.00	\$141.00	\$2,256.00
				Ceiling Total:	\$2,256.00
Solicitor's Area					
506626_SNNHPA	Sennheiser Pro Audio	Wireless table stand. Compatible with all Sennheiser XLR-3 gooseneck microphones. Includes (1) BA 40	1.00	\$958.50	\$958.50
504791_SNNHPA	Sennheiser Pro Audio	Gooseneck microphone (cardioid, condenser) with 3-pin XLR-M and 12-48 V phantom power. MAT 133 table	1.00	\$283.50	\$283.50
506805_SNNHPA	Sennheiser Pro Audio	2-compartment charger for SL TABLESTAND and interfaces, inductive, Qi standard, including power supp	1.00	\$478.50	\$478.50
TSC-70-G3_QSC	QSC	Q-SYS 7 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	1.00	\$1,714.50	\$1,714.50
TSC-710t-G3_QSC	QSC	Table top mounting accessory for TSC-70-G3 and TSC-101-G3.	1.00	\$409.50	\$409.50
MISC-EXPENSE	S&L	CUSTOM WALLPLATE	1.00	\$66.67	\$66.67
				Solicitor's Area Total:	\$3,911.17
Professional Services					
DESIGN	S&L	Design	19.00	\$150.00	\$2,850.00
PROJMGMT	S&L	Project Management	18.00	\$115.00	\$2,070.00
PROGRAM	S&L	Programming	14.00	\$150.00	\$2,100.00
INSTALLATION	S&L	Installation	104.00	\$115.00	\$11,960.00
COMMISSIONING	S&L	Commissioning	11.00	\$95.00	\$1,045.00
TRAINING	S&L	Training	5.00	\$125.00	\$625.00
MISC-EXPENSE	S&L	Installation Hardware, Cabling and Supplies	1.00	\$2,724.90	\$2,724.90
DOCUMENT	S&L	Documentation	40.00	\$75.00	\$3,000.00
FREIGHT	S&L	Freight	1.00	\$2,269.71	\$2,269.71
TRAVEL	S&L	Travel Time	1.00	\$7,178.44	\$7,178.44
WARRANTY	S&L Integrated	90 Day Workmanship Warranty	1.00	\$0.01	\$0.01
				Professional Services Total:	\$35,823.06
				Courtroom 1B Total:	\$96,729.27



QUOTATION: 15600
 S&L Integrated Systems, LLC
 7 Midway Rd
 Thomasville, GA 31757

QUOTE SUMMARY

Purchased Equipment:	\$63,631.11
Installation Services:	\$30,828.44
Shipping and Handling:	\$2,269.71
Client Care:	\$0.01
Subtotal:	\$96,729.27
Tax:	\$0.00
Total:	\$96,729.27

Payment Terms

Payment shall be remitted as follows unless pre-authorized by S&L: 50% Deposit at the time of proposal acceptance; 40% Due when installation begins; 10% Due at project completion

Terms and Conditions

Prices are based upon total purchase as a package. Sales tax quoted is for estimating purposes only. Actual sales tax will be calculated at time of invoicing. There is a minimum 15% restocking fee with original packaging on any returns. The general project description is contained in the Scope of Work (SOW). S&L shall install the specified systems as described in the SOW. No additional work shall be performed outside of the SOW, except where a proposal or change order has been issued by S&L and signed by the customer. Technicians are not authorized to agree to any work outside of the approved SOW and S&L is not bound by any statements or arrangements that are not approved in writing by both parties. All work must be authorized through the Account Executive, Project Manager or Service Representative only. Any required completion dates of this SOW is subject to the Client's timely acceptance of this proposal and manufacturer lead times. Customer agrees to pay S&L for the services rendered in accordance with the SOW and any authorized Change Orders. Payment shall be remitted in accordance to agreed upon terms. Progress payments will be made according to the payment schedule if one has been defined in the proposal. Final billing from S&L shall be submitted to Customer after completion of the SOW. Complete and Final payments made under this Agreement shall be conclusive evidence of the satisfactory performance of the SOW and acceptance of work and materials

Additionally, it is the responsibility of the Client to review and comply with the general terms and conditions applicable to all projects, which can be found at www.slintegrated.com/terms-and-conditions/

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____ SIGNATURE: _____ DATE: _____
(Print Name)



Sole Source/Brand and Single Source Justification

Request Submitted By

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

Request Details

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

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

Single Source: Any contract entered into without a competitive solicitation process, based on a justification that two or more vendors can supply the commodity, technology, and/or perform the services required by an agency, but one vendor is selected over the others for reasons such as expertise or previous experience with similar contracts.

For Sole Source or Sole Brand, identify efforts made to locate other possible sources.

--

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

Scope of Work

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

Justifying a Sole Source/Brand

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

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

Justifying a Single Source

Provide an explanation why the recommended vendor is being selected over other vendors that can provide the requested commodity, technology, and/or perform the services required.

--

Letter from Original Equipment Manufacturer (required):

Attached

Purchasing Use Only

Buyer:

Buyer E-Mail Address:

Buyer Telephone:

Contract #:

Contract Name:

If publicly solicited, number of protests:

Outcome:

Bid # (if competitively bid):

Purchase Order #:



AGENDA ITEM

Consent

REPORT TO: Work Session (02/19/24)

REPORT TO: Voting Meeting (02/22/24)

ITEM NO: 23/2024

SUBJECT: Approve the Hall County Grand Jury's increased expense allowance of traverse juror's pay in Superior and State Courts, effective March 1, 2024.

Meetings:

Work Session Date: 02/19/24

Voting Meeting Date: 02/22/24

Executive Summary:

Presenter: CHCODD

Recommendation:
Court Administration recommends approval.

Purpose of Request:

Approve the Hall County Grand Jury's increased expense allowance of traverse juror's pay in Superior and State Courts, effective March 1, 2024.

History:

It has been many years since the last adjustment by the Grand Jury and Hall County Commission. Traverse jurors are currently paid \$40 per day. The Fall Term of the Grand Jury voted to increase the pay to \$50 per day.

Facts and Issues:

Options:

OCGA § 15-2-7 provides that the first grand jury impaneled at the fall term of the superior courts "shall fix an expense allowance for trial and grand jurors in superior courts of such counties for the next succeeding year not to be less than \$5.00 nor to exceed \$50.00 per diem."

On October 3, 2023, a Hall County grand jury fixed the traverse juror compensation at \$50 per day for calendar year 2024, representing an increase from the 2023 rate of \$40 per day. The increase will be effective March 1, 2024 "subject to the approval of the governing authority of the county" pursuant to OCGA § 15-2-7(b).

Based on the Clerk's reporting of efficiencies with their new software and revised strategies to calling in jurors, no budget adjustment is necessary in FY2024.

Funding Requested	\$ 440,003.00
Are funds within current budget?	Yes
Source of Funds	General
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?	2024-02-29

Approvals:

Submit	Approve	Budget	Finance
KM	JS	EW	WG
Attorney	Administration		Clerk
WLI	CR		JR

Attachments:

Financial Supplement
 OCGA Section re: Compensation of Court Bailiffs ad Payment of Expense Allowance to Jurors
 Pay Increase Approval by Superior Court



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

AGENDA ITEM 23/2024

Funds Requested: \$ 440,003.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

General

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND	2300-STATE COURT	531105-JURY SUPPLIES	\$10,184.00
2024	100-GENERAL FUND	2150-SUPERIOR COURT	531105-JURY SUPPLIES	\$102,363.00
2025	100-GENERAL FUND	2300-STATE COURT	531105-JURY SUPPLIES	\$20,367.00
2025	100-GENERAL FUND	2150-SUPERIOR COURT	531105-JURY SUPPLIES	\$307,088.00

Budget Transfer Items:

Additional Information/Comments:

Based on the Clerk's reporting of efficiencies with their new software and revised strategies to calling in jurors, no budget adjustment is necessary in FY2024. Based on FY 2023 actuals, these are estimates as to what the totals will be with the 25% increase in pay.

Contact for Questions: KAM

Phone:

770-532-1895

West's Code of Georgia Annotated
Title 15. Courts
Chapter 12. Juries (Refs & Annos)
Article 1. General Provisions

Ga. Code Ann., § 15-12-7

§ 15-12-7. Compensation of court bailiffs and payment of expense allowance to jurors

Effective: April 29, 2014

Currentness

(a) The first grand jury impaneled at the fall term of the superior courts of the several counties shall fix:

(1) The compensation of court bailiffs in the superior courts of such counties for the next succeeding year, such compensation not to be less than \$5.00 per diem. The same compensation shall be allowed to bailiffs of the several state courts and special courts as is allowed bailiffs in the superior court of the county in which the state or special court is located;

(2) An expense allowance for trial or grand jurors in the superior courts of such counties for the next succeeding year not to be less than \$5.00 nor to exceed \$50.00 per diem. The same expense allowance shall be allowed to jurors of the several state courts and special courts as is allowed jurors in the superior court of the county in which the state or special court is located; and

(3) An expense allowance for grand jurors, such expense allowance not to be less than \$5.00 nor to exceed \$50.00 per diem.

(b) Any increase in the compensation of court bailiffs or increases in expense allowances for jurors fixed by a grand jury shall be subject to the approval of the governing authority of the county.

Credits

Laws 1871-72, p. 47, § 4; Laws 1878-79, p. 190, § 1; Laws 1890-91, p. 80, § 1; Laws 1895, p. 74, § 1; Laws 1919, p. 104, § 1; Laws 1946, p. 72, § 1; Laws 1957, p. 43, § 1; Laws 1966, p. 442, § 1; Laws 1971, p. 205, § 1; Laws 1972, p. 1132, § 1; Laws 1974, p. 325, § 1; Laws 1975, p. 684, § 1; Laws 1979, p. 601, § 1; Laws 1981, p. 685, § 1; Laws 1984, p. 616, § 1; Laws 1989, p. 242, § 1; Laws 1995, p. 790, § 1; Laws 1999, p. 836, § 1; Laws 2000, p. 1587, § 1; Laws 2008, Act 432, § 1, eff. July 1, 2008; Laws 2011, Act 50, § 1-8, eff. July 1, 2011; Laws 2014, Act 668, § 5, eff. April 29, 2014.

Formerly Code 1863, § 3846; Code 1868, § 3866; Code 1873, § 3940; Code 1882, § 3940; Penal Code 1895, § 872; Penal Code 1910, § 876; Code 1933, § 59-120.

Ga. Code Ann., § 15-12-7, GA ST § 15-12-7

The statutes and Constitution are current through legislation passed at the 2023 Regular Session of the Georgia General Assembly. Some sections may be more current, see credits for details. The statutes are subject to changes by the Georgia Code Commission.

End of Document

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HALL COUNTY GRAND JURY PRESENTMENTS

OCTOBER 2023 TERM

TO: The Honorable Kathlene F. Gosselin, Bonnie Chessher Oliver, Jason P. Deal, Clint G. Bearden and Lindsay H. Burton.

FILED
HALL CO., GA.
2023 DEC 13 PM 3:56
CHARLES BAKER, CLERK
SUPERIOR STATE COURT
BY

This Grand Jury, chosen for the October 2023 Term of the Hall County Superior Court, respectfully submits the following presentments:

INDICTMENTS

This Grand Jury was presented with 171 Bills of Indictments; 170 Indictments were True Bills, and 1 Indictment was a No Bill.

RECALL

The October 2023 Term of the Grand Jury remains subject to recall until the January 2024 Term begins.

FISCAL REPORTS

Pursuant to O.C.G.A. § 36-1-7, this Grand Jury received this term the financial disbursement and receipts journal report of income and expenses for August 2023, September 2023 and October 2023 from Charles Baker, Clerk of Court, and a report of income and expenses for the months of July 2023, August 2023 and September 2023 from Probate Court Judge Patty Laine.

LAW ENFORCEMENT

The Grand Jury appreciates the professionalism and thoroughness of officers of the Hall County Sheriff's Office, the Hall County Multi-Agency Narcotics Squad, the Gainesville Police Department, the Flowery Branch Police Department, the Oakwood Police Department, the Braselton Police Department, the Georgia State Patrol, the Georgia Bureau of Investigation, and other organizations and witnesses in the presentation of testimony before this body.

COMMENDATIONS

This Grand Jury commends Judge Clint G. Bearden for his excellent charge to this body, Judge Bonnie Chessher Oliver for her service during this term of grand jury and Judge Jason J. Deal for taking presentments at the end of this term. We thank Chief Assistant District Attorney Anna Fowler, Senior Assistant District Attorney Rachel Tomlinson and Senior Assistant District Attorney Jennifer Bagwell for their work in stepping in and presenting cases to the Grand Jury. We thank our bailiff, Clint Sloan, for his service. We thank Lindsey Vann, Executive Assistant and Grand Jury Coordinator, for her work keeping things running smoothly this term.

JUROR PAY

The Grand Jury acted at the request of the Court Administration and voted on October 3, 2023 that traverse juror's pay and grand juror's pay should be raised to \$50 per diem from its current amount of \$40, pending approval from the Hall County Commission.

INSPECTION OF THE HALL COUNTY JAIL

The Grand Jury inspected the Hall County Jail this term and appreciates the accommodation of the Hall County Sheriff's Office in doing so. We find the jail to be a well-run operation.

RECOMMENDATION OF BOARD OF EQUALIZATION MEMBERS

The Grand Jury approves the reappointment of the following members of the Hall County Board of Equalization: on Roster 3 Carol Mahoney as a regular member, and on Roster 4 Angela Middleton as a regular member and Donna Watkins as a regular member. Each regular member will serve another three year term. Additionally, the Grand Jury appoints as a Roster Alternate Mr. William Drossman also for a three year term. All terms for the individuals above will begin January 2024.

OCTOBER 2023 TERM MEMBERS

Lori Thomas
Cameron Thomas
Maria Angel
George Dryden
Dennis Jones
James White
Leah Miller
Wendy Sladek
Melanie Wilson, Alternate

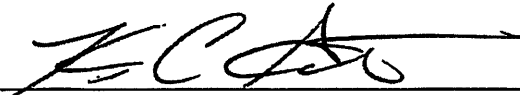
Sean Woody
Rhonda Leanos
Hilda Parra Patino
Alyssa Aguayo
Cesar Romero
Martin Rodriguez
Ethan Merrow
Demesha Stringer
Shane Fatzinger, Alternate

Felton Shelton, Jr.
Sara Moseley
Barbara Blackwell
Laurie Weber
Kevin Garrett
Michael Crowell
Elcira Rodriguez Pinkerton
Abigail Stamey, Alternate

RECOMMENDATIONS

As foreperson, I recommend that these presentments be published in one issue of the official organ of this county and that said organ be paid the legal rate thereon.

This 13th day of December, 2023.




Foreperson

GEORGIA, HALL COUNTY.

The within and foregoing presentments received and read in open court, the same are hereby approved and ordered published as recommended and spread upon the minutes of this court.

This 13 day of December, 2023.



JASON I. DEAL
JUDGE, SUPERIOR COURT
HALL COUNTY, GEORGIA



AGENDA ITEM

Consent

REPORT TO: Work Session (02/19/24)

REPORT TO: Voting Meeting (02/22/24)

ITEM NO: 38/2024

SUBJECT: Approve the annual renewal of the Hardware Warranty Agreement for Elections to Dominion Voting Systems, Inc. of Broomfield, CO, in the amount of \$88,611.36.

Meetings:

Work Session Date: 02/19/24

Voting Meeting Date: 02/22/24

Executive Summary:

Presenter: PAT
Recommendation: Approval

Purpose of Request:
 Approve the annual renewal of the Hardware Warranty Agreement for Elections to Dominion Voting Systems, Inc. of Broomfield, CO, in the amount of \$88,611.36.

History:
 The warranty agreement was previously with the Secretary of State of the State of Georgia and Dominion Voting Systems Inc. In 2022, the warranty agreement transitioned to be directly with Hall County.

Facts and Issues:

Options:

Funding Requested	\$ 88,611.36
Are funds within current budget?	Yes
Source of Funds	General
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?	2024-02-29

Approvals:

Submit	Approve	Budget	Finance
PT	LW	EW	WG
Attorney	Administration		Clerk
WLI	CR		JR

Attachments:

Financial Supplement

Signature Request

Dominion Voting Systems Invoice

Original Agreement (dated 1/27/2022)



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

AGENDA ITEM 38/2024

Funds Requested: \$ 88,611.36

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

General

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND	1400-ELECTIONS	522200-REPAIRS AND MAINTENANCE	\$44,305.68
2025	100-GENERAL FUND	1400-ELECTIONS	522200-REPAIRS AND MAINTENANCE	\$44,305.68

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: PAT

Phone: 678-696-2505



Hall County Government

FINANCIAL SERVICES

CONTRACT RENEWAL SIGNATURE REQUEST

Year three (3) of three (3)

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Date: February 14, 2024

To: Richard Higgins, Chairman, Board of Commissioners

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached Renewal.

Bid/Contract No: N/A

Contract Name: Dominion Voting Systems Warranty Agreement

Department(s) Requesting Contract: Elections

Vendor Name: DOMINION VOTING SYSTEMS, INC.

Date of BOC Vote: 2/22/2024

- | | |
|--|-------------------------------|
| <input type="checkbox"/> Price Increase Requested | Percentage Increase: n/a |
| <input type="checkbox"/> Demand Service Contract | Previous Spend: \$83,526.00 |
| <input type="checkbox"/> Commodity Contract | Requested Amount: \$88,611.36 |
| <input checked="" type="checkbox"/> Service Contract | |

Comments:

Terms:

January 1, 2021 – December 31, 2021	Initial year at no cost
January 1, 2022 – December 31, 2022	Year One (1) of Three (3)
January 1, 2023 – December 31, 2023	Year Two (2) of Three (3)
January 1, 2024 – December 31, 2024	Year Three (3) of Three (3)

The Board approved the initial Hardware Warranty Agreement on 01/27/2022, Agenda Item #16/2022.

PRICE INCREASE DETAILS

Bid/Contract No: N/A

Bid/Contract Name: Dominion Voting Systems Warranty Agreement

Previous spend is \$83,526.00

New request is for \$88,611.36, a 6% increase.



P.O. Box #343
Broomfield CO 80038 United States
FED ID#27-0565149

Invoice Date	01/15/2024
Invoice #	DVS152241
Page	1

Bill To:

Hall County, GA
Lori Wurtz ATTN:Accounts Payable
Hall County Government, PO Box 1435
Gainesville GA 30503

Ship To:

Hall County, GA
Lori Wurtz
2875 Browns Bridge Rd.
Gainesville GA 30504

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		USGAHALLCO	CCORTEZ	BEST WAY	Net 30	01/01/2024	62,414
Ordered	Shipped	B/O	Item Description	Discount	Unit Price	Ext. Price	
52	52	0	01/01/24-12/31/24; ICP Annual Hardware Warranty - 320C	\$0.00	\$154.89	\$8,054.28	
544	544	0	01/01/24-12/31/24; ICX Annual Hardware Warranty - Prime	\$0.00	\$144.28	\$78,488.32	
2	2	0	01/01/24-12/31/24; MBP #2 OKI C712 Annual Hardware Warranty	\$0.00	\$397.84	\$795.68	
1	1	0	01/01/24-12/31/24; ICC Annual Hardware Warranty - G2140	\$0.00	\$1,273.08	\$1,273.08	

REMIT TO: Dominion Voting Systems, Inc. P.O. Box 538214 Atlanta, GA 30353-8214	COURIER ADDRESS: Dominion Voting Systems, Inc. Lockbox #538214 1669 Phoenix Parkway, Suite 210 College Park, GA 30349	Subtotal	\$88,611.36
		Tax	\$0.00
		Freight	\$0.00
		Trade Discount	\$0.00
		Total	\$88,611.36

Comments: Coverage Period: 01/01/2024 - 12/31/2024
SF0026666

HARDWARE WARRANTY AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND HALL COUNTY, GA

This Hardware Warranty Agreement (the "Agreement") dated January 1, 2022, (the "Effective Date"), is made between Hall County, GA ("County") and Dominion Voting Systems, Inc. ("Dominion"). This Agreement may refer to Dominion and the County together as the "Parties," or individually as a "Party."

WHEREAS, the Secretary of State of the State of Georgia entered into a Master Solution Purchase and Services Agreement contract (the "State Contract") with Dominion on July 29, 2019;

WHEREAS, the State Contract authorizes the County to purchase voting system hardware warranties for voting system items purchased by the State of Georgia for use by the County;

WHEREAS, The County desires to purchase voting system hardware warranties;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, Dominion agrees to sell voting system hardware warranties as described more fully below.

1. Composition of Agreement. Exhibit A is attached and incorporated herein by reference and forms a part of this Agreement. This Agreement consists of the general terms and conditions contained in the following sections, together with the Exhibit A. The total compensation payable under this Agreement shall be in accordance with the item prices incorporated within Exhibit A.

2. Definitions.

2.1. "Confidential Information" means those materials, documents, data, and technical information, specifications, business information, County information, or other information that a Party (the "Disclosing Party") maintains as trade secrets or confidential and which are disclosed to the other Party (the "Receiving Party") in tangible form marked as "confidential," or with words having similar meaning, which includes without limitation, Dominion software.

2.2. "Hardware" means the ImageCast® system hardware listed in Exhibit A of this Agreement.

2.3. "Specifications" means descriptions and data regarding the features, functions and performance of the Hardware, as set forth in user manuals or other applicable documentation provided by Dominion.

3. Term of Agreement. The Term of this Agreement shall begin on the Effective Date and shall continue until the first anniversary of the Effective Date. This Agreement shall automatically renew on an annual basis for an additional three (3) years, subject to the warranty fees and terms defined in Exhibit A. The County, at its sole discretion, may choose to terminate the Agreement prior to any annual renewal. Notification of termination must be in writing and provided to Dominion within forty-five (45) calendar days of expiration.

4. **Dominion's Responsibilities.** Dominion shall provide this Hardware warranty based upon the terms defined herein. Dominion shall provide invoices to County for the warranty items listed in Exhibit A and pursuant to the payment schedule described in Section 5 and Exhibit A.

5. **County's Responsibilities.** County shall pay invoices no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Section 5 are exclusive of all excise, sale, use and other sales taxes imposed by any governmental authority. If County is exempt from taxes, County shall supply Dominion with a tax exemption certificate or similar form demonstrating its exempt status upon request.

6. **Warranties.** The following warranties shall apply to the Hardware.

6.1. **Hardware Warranty Terms.** Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Hardware will be free of defects that would prevent the Hardware from operating in conformity in all material respects with its Specifications. The Hardware warranty shall remain in effect during the Term.

6.2. **Hardware Warranty Services.** If any Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Hardware component or, at Dominion's sole option, shall repair the Hardware component, so long as the Hardware is operated with its designated Dominion software and with third party products approved by Dominion for use with the Hardware. The following conditions apply:

6.2.1. County shall bear the shipping costs to return the malfunctioning Hardware component to Dominion, and Dominion shall bear the costs for shipping the repaired or replaced Hardware component to County.

6.2.2. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:

6.2.2.1. Replacement of consumable items including but not limited to batteries, toner¹, paper rolls, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.;

6.2.2.2. Repair or replacement of Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper use;

6.2.2.3. Repair or replacement of Hardware modified by any person other than those authorized in writing by Dominion;

6.2.2.4. Repair or replacement of Hardware from which the serial numbers have been removed, defaced or changed.

6.2.3. County is not authorized to provide or transfer any Hardware or other voting system component to a third party unless explicitly authorized in writing by Dominion. Providing or transferring Hardware will void the terms of the Warranty and shall be considered a breach of the Agreement.

¹ Toner will be included for Counties choosing the ICX warranty with annual replacement toner option.

6.3. No Other Warranties. DOMINION DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7. Confidential Information.

- 7.1. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations and each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.
- 7.2. Subject to the requirements of the County's public record laws ("PRL"), neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.
- 7.3. Any specific information that Dominion claims to be confidential must be clearly marked or identified as such by Dominion. To the extent consistent with PRL, County shall maintain the confidentiality of all such information marked by Dominion as confidential. If a request is made to view such Confidential Information, County will notify Dominion of such request and the date the information will be released to the requestor unless Dominion obtains a court order enjoining such disclosure. If Dominion fails to obtain such court order enjoining such disclosure, the County will release the requested information on the date specified. Such release shall be deemed to have been made with Dominion's consent and shall not be deemed to be a violation of law or this Agreement.

8. Force Majeure. Should any circumstances beyond the control of Dominion or County occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war, acts of terrorism; natural disasters; pandemic; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and County. Neither Party shall be liable under this Agreement for any loss or damage to the other Party due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use commercially reasonable efforts to minimize the adverse consequences of any such circumstances. This Section shall not operate to excuse any Party from paying amounts that are owed pursuant to this Agreement.

9. Indemnification. Dominion, at its sole expense, will indemnify and defend the County, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim, suit or action that the System infringes, violates, or misappropriates a Third Party's patent, copyright, trademark, trade secret or other intellectual property or proprietary rights.

10. Limitation of Liability. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT AND ANY WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, DOMINION'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Assignment. Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party, providing however that Dominion may assign the proceeds of this Agreement to a financial institution without prior consent of the County.

12. Termination. In the event either Party violates any provisions of this Agreement, the non-violating Party may serve written notice upon the violating Party identifying the violation and providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the non-violating Party may terminate this Agreement, and seek legal remedies for breach of contract as allowed hereunder. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable, but in no event shall the cure period exceed sixty (60) days without written consent by the non-breaching party.

13. Legality and Severability. This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the parties as set forth herein to the fullest extent permitted by law.

14. Choice of Law and Jurisdiction. Interpretation of this Agreement shall be governed by the laws of the State of Georgia, and the courts of competent jurisdiction located in the State of Georgia will have jurisdiction to hear and determine questions relating to this Agreement.

15. Waiver. Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provisions of this Agreement.

16. Notices. All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or by certified or registered mail, return receipt requested, addressed to the intended recipient or e-mailed as follows:

If to Dominion:

Dominion Voting Systems, Inc.
Attn: Contracts Administrator
PO Box 343
Broomfield, CO 80038
Email: contracts@dominionvoting.com

If to the County:

Hall
Attn: Lori Wurtz
2875 Browns Bridge Rd.
Gainesville, GA 30503
Email: lwurtz@hallcounty.org

17. Independent Contractor. Dominion and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. Dominion and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement. Dominion acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

18. Entire Agreement. This Agreement constitutes the entire agreement, understanding and representations between Dominion and the County, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the County and Dominion, and incorporated as an amendment hereto.

19. Third-Party Beneficiary. No person shall be a third-party beneficiary pursuant to this Agreement. No obligation of Dominion or County may be enforced against Dominion or County, as applicable, by any person not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date above written.

DOMINION VOTING SYSTEMS, INC.



AUTHORIZED SIGNATURE

John Poulos

PRINTED NAME

President & CEO

TITLE

12/29/2021

DATE

HALL COUNTY, GEORGIA



AUTHORIZED SIGNATURE

Richard Higgins

PRINTED NAME

Chairman

TITLE

1/27/2022

DATE

EXHIBIT A

PRICING AND PAYMENT SUMMARY

1. Pricing Summary

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Annual Hardware Fees*			
ICP Annual Hardware Warranty	52	\$146.00	\$7,592.00
ICC Annual Hardware Warranty	1	\$1,200.00	\$1,200.00
ICX Annual Hardware Warranty (with annual replacement toner supply**)	544	\$136.00	\$73,984.00
MBP Annual Hardware Warranty	2	\$375.00	\$750.00
Total Annual Fees:			\$83,526.00

* Dominion reserves the right to adjust the Annual Hardware Warranty Fee within three percent (3%) of the then current fee.

** For Counties choosing the ICX Warranty with annual replacement toner supply, Dominion shall ship 1 toner cartridge per unit annually.

- 2. Payment Schedule** - Dominion shall provide invoices to the Customer as described below. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer. The initial invoice shall be provided at the Agreement signing and on each anniversary of the Effective Date thereafter through the Term.



AGENDA ITEM

Consent

REPORT TO: Work Session (02/19/24)

REPORT TO: Voting Meeting (02/22/24)

ITEM NO: 55/2024

SUBJECT: Approve the Statewide Mutual Aid and Assistance Agreement between the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) and Hall County.

Meetings:

Work Session Date: 02/19/24

Voting Meeting Date: 02/22/24

Executive Summary:

Presenter: ZB

Recommendation: Approval.

Purpose of Request:

This is a Statewide Mutual Aid Agreement (SWMAA) that is signed every 4 years by all political subdivisions of the State of Georgia that wish to participate. This agreement provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity.

History:

Hall County has participated in this agreement for at least the past 19 years. All other municipalities within Hall County have participated in the past and are in the process of signing the 2024 agreement.

Facts and Issues:

Establishing a pre-existing mutual aid agreement helps ensure timely response for assistance during times of emergencies and other disasters. This agreement will also assist in the reimbursement efforts during declared disasters and also during pre-arranged events utilizing mutual aid.

Options:

If not approved, Hall County could still request or send assistance during times of need or disaster; however, reimbursement opportunities may be limited without a formally signed agreement in place.

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?

2024-03-01

Approvals:

Submit	Approve	Budget	Finance
ZB	ZB	EW	WG
Attorney	Administration	Clerk	
WLI	CR	JR	

Attachments:

2024 Statewide Mutual Aid Agreement



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

AGENDA ITEM 55/2024

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: ZB

Phone: 470-201-0795

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: Hall County

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI
LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII
RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII
REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: _____

Date: _____/_____/_____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: _____/_____/_____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for Hall County (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Zach Brackett

EMA Director

Print Name

Job Title/Position



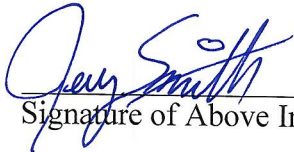
Signature of Above Individual

Jerry Smith

Interim Fire Chief

Print Name

Job Title/Position



Signature of Above Individual

Gerald Couch

Sheriff

Print Name

Job Title/Position



Signature of Above Individual

Chief Executive Officer - Signature

Date: ____/____/____

Chief Executive Officer – Print Name



AGENDA ITEM

Consent

REPORT TO: Work Session (02/19/24)
REPORT TO: Voting Meeting (02/22/24)
ITEM NO: 51/2024
SUBJECT: Approve the Memorandum of Understanding between Lanier Technical College Police Department and Hall County in regards to E-911 communication needs.

Meetings:

Work Session Date: 02/19/24

Voting Meeting Date: 02/22/24

Executive Summary:

Presenter: ZB
Recommendation: Approval.

Purpose of Request:
The Lanier Technical College Police Department is seeking this MOU to comply with State of Georgia certification standards and document services that are already in place with Hall County Central Communications.

History:
Hall County Central Communications provides all services required by this MOU to the Lanier Technical College Police Department and remains in periodic contact with the agency for any updates to their communication needs.

Facts and Issues:
Hall County Central Communications provides all required services of this MOU.

Options:

The Lanier Technical College Police Department is seeking this MOU to comply with State of Georgia certification standards.

There is no budgetary cost or obligation associated with this agreement.

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?

2024-03-01

Approvals:

Submit	Approve	Budget	Finance
ZB	ZB	EW	WG
Attorney	Administration	Clerk	
WLI	CR	JR	

Attachments:

Lanier Technical College Police Department MOU



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

AGENDA ITEM 51/2024

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: ZB

Phone: 470-201-0795

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE LANIER TECHNICAL COLLEGE POLICE DEPARTMENT

AND

THE HALL COUNTY CENTRAL COMMUNICATIONS CENTER

FOR

MEETING THE COMMUNICATION NEEDS OF THE LANIER TECHNICAL COLLEGE POLICE DEPARTMENT TO COMPLY WITH STATE CERTIFICATION STANDARDS

The Lanier Technical College Police Department and the Hall County Central Communications Center seek to reach a mutual understanding with regards to the Lanier Technical College Police Department Communications needs as they proceed through State Certification. Both agencies agree this agreement merely documents what has already been in place.

The Lanier Technical College Police Department's 911 emergency call needs are provided in whole or in part by the Hall County Central Communications.

ARTICLE I

Hall County Central Communications agrees to maintain 24-hour, toll-free telephone access for emergency calls for service to the Lanier Technical College Police Department service area. The Lanier Technical College Police Department agrees to provide accurate agency contact information to the provider, ensuring the agency can be reached when needed. (GLECP 8.1)

ARTICLE II

Hall County Central Communications has established procedures for communications to and from field officers, to include:

- a. Specification of the circumstances requiring communications by field officers.
- b. The recording of the status of officers.
- c. The methods used for identifying officers during communications.
- d. Communication with interacting agencies.
- e. Criteria for the assignment of the number of officers in response to an incident.
- f. Circumstances that require the presence of a supervisor at the scene for the purpose of assuming command. (GLECP 8.2)

ARTICLE III

Hall County Central Communications shall ensure continuous communication between Lanier Technical College Police Department employees in the field and the dispatch function, so that on-duty officers have the means for constant communication. (GLECP 8.3)

ARTICLE IV

Hall County Central Communications dispatch function has the capability of immediate playback of recorded telephone and radio conversations while maintaining a continuous recording of radio transmissions and emergency telephone conversations within the dispatch function. Hall County Central Communications has a written directive establishing procedures for the following:

- a. That recordings be retained in compliance with the Georgia Records Retention Act guidelines as published by the Secretary of State's office.
- b. Secure handling and storage for recordings.
- c. Criteria and procedures for reviewing recorded conversations. (GLECP 8.4)

ARTICLE V

Hall County Central Communications has the capability to meet the Lanier Technical College Police Department needs for language translation services, for any callers who do not speak English. The provider also maintains TDD capabilities. (GLECP 8.5)

ARTICLE VI

- 1. This agreement shall be periodically reviewed by the parties.
- 2. This agreement will remain in effect until terminated by either party.
- 3. Either party may terminate this agreement upon a 30-day notice in writing to the other party.

ARTICLE VII

The signatures below shall represent the binding understanding between the Lanier Technical College Police Department and Hall County Central Communications. The signers below acknowledge and agree upon the terms and conditions as set forth in the Articles listed in this Memorandum of Understanding

LANIER TECHNICAL COLLEGE

HALL COUNTY, GEORGIA

By: Tim McDonald 1.24.2024
Date

Tim McDonald
President
Lanier Technical College

By: _____
Date

Richard Higgins
Chairman
Hall County Board of Commissioners

By: Jeff Strickland 1/24/2024
Date

Jeff Strickland
Chief of Police
Lanier Technical College, Police Department

Attest: _____
Date

Jennifer Rivers
Commission Clerk
Hall County, GA



AGENDA ITEM

Consent

REPORT TO: Work Session (02/19/24)

REPORT TO: Voting Meeting (02/22/24)

ITEM NO: 57/2024

SUBJECT: Approve the sole source purchase of two (2) Lucas Chest Compression Systems and two (2) Stryker Ambulance Stretchers for Fire Rescue to Stryker Medical of Chicago, IL in the amount of \$89,514.22.

Meetings:

Work Session Date: 02/19/24

Voting Meeting Date: 02/22/24

Executive Summary:

Presenter: JS

Recommendation:
Approval.

Purpose of Request:

Approve the sole source purchase of two (2) Lucas Chest Compression Systems and two (2) Stryker Ambulance Stretchers for Fire Rescue to Stryker Medical of Chicago, IL in the amount of \$89,514.22.

History:

In an effort to maintain continuity, the department standardized to the Lucas compression system by Stryker for mechanical CPR devices. The department currently has 21 units in service. All employees are trained on this unit. This also allows for more efficient inventory as the department does not have to stock multiple brands of supplies needed.

Facts and Issues:

Options:

Fire Rescue is replacing this equipment, (2)-Two LUCAS devices and (2)-Two Stryker Stretchers. This will allow Hall County Fire Rescue to continue providing the safest and optimal care possible.

These devices will be replacing other units that have met their service expectancy.

Equipment:

(2)-Two LUCAS devices, LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device

(2)-Two Stryker Stretchers, 6506 MTS PWRPRO COT HIGH CNFIG

Funding Requested	\$ 89,514.22
Are funds within current budget?	Yes
Source of Funds	Capital Projects
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	submit	approve	Purchasing
AP	JS	JS	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

- Financial Supplement
- Quote
- Sole Source Form - Lucas Compression Units
- Sole Source Form - Stryker Stretchers
- Stryker Stretchers Photo
- LUCAS Chest Compression System Photo



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

AGENDA ITEM 57/2024

Funds Requested: \$ 89,514.22

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	3630-EMS	542500-OTHER EQUIPMENT	\$89,514.22

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions:

Phone:



Hall County Fire LUCAS & PowerPro Quote (1-22-2024)

Quote Number: 10853633

Version: 1

Prepared For: HALL COUNTY GOVT

Attn:

Rep: Preston Willis

Email: preston.willis@stryker.com

Phone Number:

Quote Date: 01/22/2024

Expiration Date: 02/21/2024

Contract Start: 01/22/2024

Contract End: 01/21/2025

Delivery Address

Name: HALL COUNTY GOVT

Account #: 20202513

Address: 3144 GILLSVILLE HIGHWAY

GAINESVILLE

Georgia 30507

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	650605550003	6506 MTS PWRPRO COT HIGH CNFIG	PCE	2	\$30,460.80	\$60,921.60
2.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	PCE	2	\$19,014.25	\$38,028.50
3.0	11576-000060	LUCAS Desk-Top Battery Charger	PCE	2	\$1,088.50	\$2,177.00
4.0	11576-000071	LUCAS External Power Supply	PCE	2	\$344.40	\$688.80
5.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	PCE	2	\$647.50	\$1,295.00
Equipment Total:						\$103,110.90

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TIM-LUC2-LUC3	TRADE-IN-STRYKER LUCAS 2 TOWARDS PURCHASE OF LUCAS 3.1	2	-\$5,000.00	-\$10,000.00
TR-SPCOT-PPXT	TRADE-IN-STRYKER POWER COT TOWARDS PURCHASE OF POWERPRO XT	2	-\$2,500.00	-\$5,000.00

Price Totals:

Estimated Sales Tax (0.000%): \$0.00



Hall County Fire LUCAS & PowerPro Quote (1-22-2024)

Quote Number: 10853633

Version: 1

Prepared For: HALL COUNTY GOVT

Attn:

Rep: Preston Willis

Email: preston.willis@stryker.com

Phone Number:

Quote Date: 01/22/2024

Expiration Date: 02/21/2024

Contract Start: 01/22/2024

Contract End: 01/21/2025

Freight/Shipping:	\$1,403.32
Grand Total:	\$89,514.22

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



Sole-Source/Brand Justification

Request Submitted By

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

Request Details

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

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

Identify efforts made to locate other possible sources.

--

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

Scope of Work

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

Exclusive Capability: Justifying a Sole Source/Sole Brand

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

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

Letter from Original Equipment Manufacturer (required):

Attached

Purchasing Use Only

Buyer:

Buyer E-Mail Address:

Buyer Telephone:

Contract #:

Contract Name:

If publicly solicited, number of protests:

Outcome:

Bid # (if competitively bid):

Purchase Order #:



HALL COUNTY
G E O R G I A

Sole-Source/Brand Justification

Request Submitted By

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

Request Details

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

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

Identify efforts made to locate other possible sources.

--

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

Scope of Work

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

Exclusive Capability: Justifying a Sole Source/Sole Brand

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

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

Letter from Original Equipment Manufacturer (required):

Attached

Purchasing Use Only

Buyer:

Buyer E-Mail Address:

Buyer Telephone:

Contract #:

Contract Name:

If publicly solicited, number of protests:

Outcome:

Bid # (if competitively bid):

Purchase Order #:

Power-PRO XT Model number 6506

1. Industry-leading powered ambulance cot assists in lifting and lowering the cot.
2. Innovative battery-powered hydraulic system raises and lowers the cot at the touch of a button
3. Easy-to-use manual back-up system
4. Retractable head section enables navigation in tight spaces in any height position
5. Automatic high-speed retract feature
6. XPS Siderails
7. Steer-Lock
8. SMRT Battery Kit
9. Related categories
10. Medical and surgical equipment
11. Emergency patient transport
12. Hybrid system Powered system



LUCAS 3, v3.1 chest compression system



Attachments:

Financial Supplement

Employment Agreement Assistant Director of Planning and Development

Cost Worksheet



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

AGENDA ITEM 72/2024

Funds Requested: \$ 197,546.63

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	7410-PLANNING	511100-SALARIES	\$51,153.85
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	511100-SALARIES	\$81,846.15
2024	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512200-FICA	\$3,913.27
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512200-FICA	\$6,261.23
2024	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512100-HEALTH INSURANCE	\$12,866.84
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512100-HEALTH INSURANCE	\$20,586.95
2024	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512102-LIFE INSURANCE	\$169.42
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512102-LIFE INSURANCE	\$271.07
2024	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512103-CONTRACT EE INSURANCE	\$18.42
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512103-CONTRACT EE INSURANCE	\$29.46
2024	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512400-RETIREMENT	\$5,626.92
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512400-RETIREMENT	\$9,003.08
2024	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	523201-COMMUNICATIONS	\$250.00
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	523201-COMMUNICATIONS	\$350.00
2024	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512902-TRAVEL/CAR USE ALLOWANCE	\$2,166.65
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512902-TRAVEL/CAR USE ALLOWANCE	\$3,033.31

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: RD

Phone: ext. 5544

EMPLOYMENT AGREEMENT

Assistant Director of Planning and Development

THIS AGREEMENT made and entered into this 22nd day of February 2024, by and between **HALL COUNTY, STATE OF GEORGIA**, hereinafter called “the County”, as party of the first part, and **Elizabeth Garmon**, herein called "Employee", as party of the second part, both of whom agree as follows:

WITNESSETH

WHEREAS, the County desires to employ the services of said **Elizabeth Garmon** as the **Hall County Assistant Director of Planning and Development**; and

WHEREAS, it is the desire of the governing board, hereafter called “Commission” to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of Hall County to secure and retain the services of said Employee and provide inducement for her to remain in such employment, and to make possible full work productivity by assuring said Employee’s morale and peace of mind with respect to future security, and to provide a just means of terminating the Employee’s services at such a time as desired by the County Administrator, or his or her designee; and

WHEREAS, the Employee desires to accept employment as **Assistant Director of Planning and Development** for Hall County;

NOW THEREFORE; in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Duties

The County hereby agrees to employ **Elizabeth Garmon** as **Assistant Director of Planning and Development**, to perform legally permissible functions and duties specified and assigned by the County Administrator or his designee.

EMPLOYMENT AGREEMENT

Assistant Director of Planning and Development

SECTION 2. Term

- A. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the County Administrator to terminate the services of this Employee at any time, subject only to the provisions set forth in SECTION 3 of this agreement. The Employee understands that she serves at the pleasure of the County Administrator.
- B. Nothing in the agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from her position with the County, subject to the provisions set forth in SECTION 3, Paragraphs B and C of this agreement.

SECTION 3. Termination and Severance Pay

- A. In the event the Employee is terminated pursuant to Paragraph B hereof and the Employee is willing and able to perform the duties of the position under this agreement, upon execution of a Separation Agreement and General Release, the Employer agrees to pay the Employee a lump sum cash payment equal to three (3) months aggregate annual salary, exclusive of other forms of compensation, less standard withholdings, in addition to the continuation of medical, dental, and vision insurance benefits during the three (3) month period immediately following the date of termination. However, in the event the Employee is terminated because the Employee has been convicted of a misdemeanor or a felony, or if the County determines that the Employee has engaged in unprofessional and improper practice, other than negligence, and breach of public trust, including but not limited to illegal acts involving personal gain, or moral turpitude, the County shall be entitled to terminate the Employee immediately without any severance pay, or medical, dental, and vision insurance continuation aside from COBRA.
- B. In the event the Employer at any point during the term of this agreement reduces the salary or other financial benefits of the Employee in a greater percentage than reductions to all other employees of Employer, or if Employer refuses, following a written request to comply with any provision benefiting Employee herein; or the Employee resigns following a suggestion, whether formal or informal, by the County Administrator that she resign, then, in that event, Employee may, at her option, be deemed to be terminated at the date of such reduction or refusal to comply within the meaning and context of the herein severance pay provision.

EMPLOYMENT AGREEMENT

Assistant Director of Planning and Development

C. In the event the Employee voluntarily resigns her position with the County as **Assistant Director of Planning and Development** then the Employee shall give the County **thirty (30)** days written notice in advance, unless the parties otherwise agree. The provision for severance pay and continuation of employment benefits detailed in SECTION 3, Paragraph A shall not apply to a voluntary resignation.

SECTION 4. Termination Due to Disability

If the Employee is unable to perform her duties because of sickness, accident, injury, or mental incapacity, and no reasonable accommodations are available, the County shall have the option to terminate employment, subject to the severance pay requirements of SECTION 3, Paragraph A. However, the Employee shall be compensated for any accrued benefits, in accordance with current policies.

SECTION 5. Salary

The County agrees to pay the Employee for her services rendered, pursuant hereto, an annual base salary of **\$133,000.00** payable in installments at the same time as other employees of the County are paid, except that the county may put in place cost reduction measures at any time and for any duration as required by a lack of financial resources. The base annual salary and benefits may be reviewed annually by the County Administrator and consideration for increases may be determined based upon the performance of the employee or consideration of providing a Cost of Living Adjustment (COLA).

SECTION 6. Performance Evaluation

The County Administrator, or his designee, shall review and evaluate the performance of Employee at least annually on the anniversary day of this agreement. Said review and evaluation shall be in accordance with criteria developed by the County Administrator, or his designee, and Employee. Performance criteria may be added to or deleted from, as the County Administrator, or his designee may from time to time determine. Further, the County Administrator, or his designee, shall provide the Employee with a written summary statement of the findings of the evaluation.

EMPLOYMENT AGREEMENT

Assistant Director of Planning and Development

SECTION 7. Hours of Work

It is generally recognized that the position of **Assistant Director of Planning and Development** involves the devotion of a great deal of time beyond typically recognized business hours.

SECTION 8. Outside Activities

The Employee shall devote her full time to the position described in this agreement. With the approval of the County Administrator, or his designee, the Employee may engage in teaching, consulting, or other non-employer related activities as long as she does not interfere with the execution of the duties of this position, or present a conflict of interest. Such consent must be obtained by advance approval, in writing, detailing the specifics of such activity.

SECTION 9. Political Activity

If the Employee announces as a candidate for any elective office during the duration of this contract, she will resign from Hall County employment immediately upon declaring candidacy as defined by state law. During the term of this contract, the Employee may not:

- A. Be involved in any political activity that would constitute a conflict of interest; including participation in any aspect of any local political campaign on behalf of one's self if intending to seek elected office, or other individual or in opposition to any candidate for office within Hall County; including municipal and/or county government office. This restriction includes but is not limited to displaying or distributing information, materials, or paraphernalia in support of any political candidate, party or organization.
- B. Knowingly solicit, accept, or receive political contributions from any person, to be used in support of or in opposition to any political candidate for election within Hall County, including municipal and/or county government office.
- C. Use, or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any person a job or other advantage for the purpose of influencing the vote or political action of any person.

EMPLOYMENT AGREEMENT

Assistant Director of Planning and Development

SECTION 10. Vehicle and Phone

Employee's duties require the substantial use of their personal automobile during the term of employment. The County shall pay to the Employee, in addition to salary, a monthly vehicle allowance of \$433.33. A cellular phone dedicated solely for business usage may be provided by the Employer. In such case, the Employer shall be responsible for paying for and maintaining regular monthly service. Should the Employee desire to use their personal cellular phone for business purposes, Employer shall reimburse the Employee the amount of \$50 per month.

SECTION 11. Insurance Benefits

The County agrees to put in force and make premium payments for Medical, Dental, Vision, Short-Term Disability and Life Insurance policies on behalf of the Employee and if so elected, eligible dependents, at a level of coverage available to other County employees. The Employee may choose not to cover her dependents.

SECTION 12. Retirement Benefits

Provided that contributions are being made by the County, if the Employee elects, Hall County agrees to contribute 8% of annual compensation as defined by the retirement plan in addition to Employer matching contributions made on contributions by the Employee as received by other County employees, into a defined contribution plan, except that the County may reduce or suspend this contribution at any time and for any duration as required due to a lack of financial resources. Retirement contributions shall not be made on any severance pay provided by the Employer, paid in accordance with Section 3.

SECTION 13. Paid Time Off (PTO) or Vacation and Sick Leave

As applicable, the County will provide for Paid Time Off (PTO) in the same manner as the accruals currently received by other County Employees. In the event that the County changes or adopts a new program for all employees, such changes shall also apply to the **Assistant Director of Planning and Development**. Accrued PTO or vacation leave, whichever is applicable, shall be paid to Employee upon termination of employment.

EMPLOYMENT AGREEMENT

Assistant Director of Planning and Development

SECTION 14. Dues, Subscriptions and Professional Development

- A. The County agrees to pay the Employee's annual membership dues, subscriptions and conference expenses incurred by the Employee in conjunction with the Employee's duties, not to exceed the budget and subject to prior approval by the County Administrator or his designee.
- B. The County agrees to pay the travel and subsistence expenses of the Employee for expenses related to maintenance of professional certifications, professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the department, not to exceed the budget and subject to prior approval by the County Administrator or his designee.

SECTION 15. Indemnification

The County shall defend, save harmless, and indemnify the Employee against any claim or demand or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as **Assistant Director of Planning and Development**. The County or its insurance carrier will pay the amount of any settlement or judgment agreed to or rendered against the Employee and the County may agree to such settlement or the payment of a judgment with or without the express consent of the Employee. Any defense and/or indemnification of the Employee by the County shall be subject to all of the terms and conditions found in the County's Defense and Indemnification ordinance/policy.

SECTION 16. General Provisions

- A. The text herein shall constitute the entire agreement between the parties. Any amendment hereto shall be in writing and be executed by both parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

EMPLOYMENT AGREEMENT

Assistant Director of Planning and Development

- D. This agreement will become effective on the 5th day of February, 2024, and shall continue thereafter unless or until the agreement is terminated by either party as set forth herein.
- E. This agreement shall be executed in duplicate, each of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other copy.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 22nd DAY OF FEBRUARY, 2024.

HALL COUNTY, GEORGIA

County Administrator

ATTEST:

County Commission Clerk
(Seal)

Employee

APPROVAL AS TO FORM

County Attorney



Please complete the tab that correlates with the type of position change you are requesting. Only include ONE request per worksheet. If requesting multiple personnel changes, please prioritize each worksheet in order of importance. For each personnel request, submit this form, along with the "New Position Request."

REQUEST TYPE: NEW FULL-TIME POSITION

7410
Department #

Planning and Development
Department Name

Director of Planning and Development
Requested Position Title

Priority #

ADDITIONAL PERSONNEL COST CALCULATION	
<i>New Position</i>	
\$133,000.00	Salary Requested (use midpoint of paygrade)
10,174.50	Taxes
14,630.00	Retirement
32,940.00	Health
47.88	Dental
344.74	Life
95.76	AD&D
513.79	Short Term Disability
\$191,746.67	Total Additional Personnel Costs

JUSTIFICATION (please provide a short explanation of your request on the lines below):

PERSONNEL EQUIPMENT REQUEST (list all equipment required and estimated cost)	
<i>**Do not add these estimated costs to your department's operating budget. It is calculated separately by OMB.</i>	
EQUIPMENT DESCRIPTION (uniform, gun, fire safety suit, vehicle, computer, cell phone etc.)	ESTIMATED COST
Vehicle Allowance	\$ 5,199.96
Phone Allowance	\$ 600.00
	\$ -



AGENDA ITEM

Consent

REPORT TO: Work Session (02/19/24)

REPORT TO: Voting Meeting (02/22/24)

ITEM NO: 47/2024

SUBJECT: Approve the purchase of one (1) Caterpillar MH3024 Material Handler for the Landfill to Yancey Brothers, Inc. of Dacula, GA, in the amount of \$465,639.00.

Meetings:

Work Session Date: 02/19/24

Voting Meeting Date: 02/22/24

Executive Summary:

Presenter: BN
Recommendation: Approval.

Purpose of Request: Approve the purchase of one (1) Caterpillar MH3024 Material Handler for the Landfill to Yancey Brothers, Inc. of Dacula, GA, in the amount of \$465,639.00.

History:

Facts and Issues: Purchase of the material handler will make operations at the landfill, particularly on the landfill tipping floor, safer and more efficient.

Options:

The specifications are set out in the attached estimate.

Yancey Brothers state contract number is SWC #99999-001SPD0000177-0024 and expires 5/31/2024. Yancey Brothers is the authorized dealer for Caterpillars in the State of Georgia.

Funding Requested	\$ 465,639.00
Are funds within current budget?	No
Source of Funds	Solid Waste
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes

Is there a deadline for this item?

Approvals:

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

Attachments:

Financial Supplement

Quote

Sample Photo of CAT Material Handler

Cooperative Contract Discount Listing (for reference)



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

AGENDA ITEM 47/2024

Funds Requested: \$ 465,639.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

Solid Waste

Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	540-SOLID WASTE FUND	4530-LANDFILL	542100-MACHINERY	\$465,639.00

Budget Transfer Items:

Fiscal Year	Fund	Division	Account	Amount
2024	540-SOLID WASTE FUND	4520-SOLID WASTE/DISPOSAL	542100-MACHINERY	\$-115,639.00
2024	540-SOLID WASTE FUND	4530-LANDFILL	542100-MACHINERY	\$115,639.00

Additional Information/Comments:

The Landfill department is foregoing its purchase of a D5 Dozer to purchase this CAT 3024 Material Handler. Originally \$350,000 was budgeted for the Dozer. To make up for this difference, the department is requesting to allocate the remaining funds from their Self-Contained Compactor CIP purchase to purchase the CAT 3024. The budget transfer is to move the funds from the Solid Waste Department to the Landfill.

Contact for Questions: NS

Phone:

678-520-0196



Dec 15, 2023
 Revised Feb. 16, 2024

**HALL COUNTY LANDFILL
 HALL COUNTY BOARD OF COMMISSIONERS**

CAT Model: MH3024 Material Handlers – QUOTE 249292

MACHINE SPECIFICATIONS

MH3024 07A WHL MH AM-N DCA3	612-8310	539,380
Waste handler:		0
9' MH Undercarriage with push blade solid tires, 24'5" straight boom		0
14' 1" Straight stick, high & medium pressure lines		0
571-8077 MH3024 WHEEL MTL HANDLER	571-8077	0
571-8088 COMMON ARRANGEMENT	571-8088	0
602-7621 BOOM, 24'5", STRAIGHT STICK (7.4M)	602-7621	0
602-7172 STICK, 14'1", STRAIGHT (4.3M)	602-7172	0
576-4219 UC MH W/ BLADE	576-4219	0
474-7226 TIRES,SOLID RUB.10.00-20 DUAL	474-7226	0
592-7725 STEPS, UC, REAR	592-7725	0
237-0065 ALARM, BACK-UP HCR	237-0065	0
567-0427 BEACON, CAB	567-0427	0
581-0507 LIGHTS, CHASSIS	581-0507	0
589-1744 RADIO MODULE, PL243 CELLULAR	589-1744	0
578-7720 NO GENERATOR	578-7720	0
572-7020 CAB, DELUXE, P8B	572-7020	0
593-9121 NO GUARD	593-9121	0
582-8870 NO STEERING WHEEL	582-8870	0
593-5246 CAB FILTRATION, STD	593-5246	0
583-3846 WIRING, PRODUCT LINK	583-3846	0
576-8150 CAMERA, REAR & RH VIEW	576-8150	0
525-2938 MIRRORS, VA & MH	525-2938	0
609-9564 RADIATOR SCREEN, WASTE	609-9564	0
586-8059 COUNTERWEIGHT, HEAVY	586-8059	0
572-5794 HYDRAULIC OIL, MINERAL	572-5794	0
COMPLETE STORAGE PROTECTION	0G-9240	497
BRACKET, MOUNTING B	299-0293	5,278
LINES, CONNECTING	551-3895	2,118

TOTAL CAT LIST

\$ 547,273

CAT LIST (547,273) LESS GEORGIA STATE CONTRACT DISCOUNT (26%)	404,982
LESS ADDITIONAL YANCEY DISCOUNT TO HALL COUNTY	(7,517)
TOTAL BASE MACHINE PRICE TO HALL COUNTY	\$397,465
CAT G318-WHSORTING GRAPPLE (GRAPPLE + INSTALLATION)	49,614
36 MO/5000 HR POWERTRAIN + HYDRAULICS + TECH WARRANTY (5,158 LESS 558 CREDIT)	4,600
36 MO/5000 HR TRAVEL TIME AND MILEAGE COVERAGE FOR WARRANTY REPAIRS	4,306
12 MONTH/2000 HR YANCEY TO PERFORM PM'S ON CUSTOMER SITE	9,654
TOTAL QUOTE PRICE	\$465,639

WARRANTY

Extended Warranty: MH3024-36 MO/5000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)
 CSA 12/2000 Premium (No air filters)

Accepted by _____ on _____

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Sean Courtney
 Machine Sales Representative
 770-595-7861

Sample Photo of CAT Material Handler

The picture below as an example of the material handler, except the pick-up claw attachment (in the photo) will be a clam-shell style bucket attachment for our use.



2024 Caterpillar Cooperative Contract Discounts by Model

Machine Model*	New Equipment
2024	Discount to Customer (Off List Price)

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Pavers

AP255	18.00%
AP300	18.00%
AP355	18.00%
AP500	18.00%
AP555	18.00%
AP600	21.00%
AP655	18.00%
AP1000	18.00%
AP1055	18.00%

Rollers

CB1.7	19.00%
CB1.8	19.00%
CB7	19.00%
CB8	19.00%
CB10	19.00%
CB13	19.00%
CB15	19.00%
CB16	19.00%
CB22	19.00%
CB24	19.00%
CB32	19.00%
CB34	19.00%
CB36	19.00%
CB64	19.00%
CB66	19.00%
CB68	19.00%
CC24	19.00%
CC34	19.00%
CCS7	19.00%
CCS9	19.00%
CD8	19.00%
CD10	19.00%
CP34	19.00%
CP44	19.00%
CP54	19.00%
CP56	19.00%
CP68	19.00%
CP74	19.00%
CS34	19.00%
CS44	19.00%
CS54	19.00%
CS56	19.00%
CS64	19.00%
CS68	19.00%
CS74	19.00%
CS78	19.00%
CW16	19.00%
CW34	19.00%

Track Type Tractors

D1	23.00%
D1 Fire Dozer	23.00%
D2	23.00%
D2 Fire Dozer	23.00%
D3	25.00%
D3 Fire Dozer	25.00%

Machine Model*	New Equipment
2021	Discount to Customer (Off List Price)
D4	25.00%
D5	23.00%
D5 Fire Dozer	23.00%
D6	23.00%
D7	19.00%
D8	19.00%
D9	10.00%
D10	10.00%

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Wheeled Excavators

M314F	26.00%
M315F	26.00%
M316F	26.00%
M317F	26.00%
M318F	26.00%
M320F	26.00%
M322F	26.00%

Material Handlers

MH3022	26.00%
MH3024	26.00%
MH3026	26.00%

Cold Planers

PM310	20.00%
PM312	20.00%
PM313	20.00%
PM620	20.00%
PM622	20.00%
PM820	20.00%
PM822	20.00%
PM825	20.00%

Reclaimers

RM300	20.00%
RM400	20.00%
RM500	20.00%

Telehandlers

TH255	23.00%
TH3510	24.00%
TH357	24.00%
TH408	24.00%
TH514	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%

Motor Graders

12	30.00%
120	34.00%
140	30.00%
140GC	30.00%
150	30.00%
160	30.00%
14	19.00%

Skid Steer Loaders

226	21.00%
232	21.00%
236	21.00%
242	21.00%

Machine Model*	New Equipment
2021	Discount to Customer (Off List Price)
246	21.00%
262	21.00%
272	21.00%

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Multi-Terrain Loaders

257	21.00%
277	21.00%
287	21.00%
297	21.00%

Compact Track Loaders

239	21.00%
249	21.00%
259	21.00%
279	25.00%
289	25.00%
299	25.00%
299XE Land Management	25.00%

Excavators

300.9	20.00%
301.4	20.00%
301.5	20.00%
301.7	20.00%
301.8	20.00%
302	20.00%
302.4	20.00%
302.5	20.00%
302.6	20.00%
302.7	20.00%
303	25.00%
303.5	25.00%
304	20.00%
304.5	20.00%
305	25.00%
305.5	20.00%
306	20.00%
307	23.00%
307.5	20.00%
308	23.00%
309	20.00%
310	20.00%
311	18.00%
313	15.00%
313GC	16.00%
315	23.00%
316	19.00%
318	16.00%
320	15.00%
320GC	16.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
330GC	16.00%
335	15.00%
336	15.00%
336GC	16.00%
340	15.00%
349	10.00%
352	10.00%
374	10.00%

Machine Model*	New Equipment
2021	Discount to Customer (Off List Price)

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Forest Machines

538	15.00%
548	15.00%
558	15.00%
568	15.00%

Backhoe Loaders

415	22.00%
416	25.00%
420	25.00%
430	22.00%
432	22.00%
440	22.00%
450	22.00%

Wheel Tractor Scrapers

621	18.00%
623	18.00%
627	18.00%
631	18.00%
637	18.00%
657	18.00%

Articulated Trucks

725	17.00%
730	17.00%
735	17.00%
740GC	17.00%
745	17.00%

Rigid Frame Trucks

770	3.00%
773	3.00%

Landfill Compactors

816	12.00%
826	12.00%
836	12.00%

Wheel Dozers and Soil Compactors

814	15.00%
815	13.00%
824	15.00%
825	13.00%
834	15.00%

Machine Model*	New Equipment
2021	Discount to Customer (Off List Price)

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Wheel Loaders

903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
918	24.00%
920	25.00%
924	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950M	18.00%
962	18.00%
966	15.00%
972	11.00%
980	11.00%
982	11.00%
988	11.00%

Track Loaders

953	19.00%
963	22.00%
973	23.00%

All CAT Generators	12.00%
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Aftermarket Worktools	15.00%
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Caterpillar Safety Services	15.00%
Technology Enabled Safety Solutions	5.00%

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is offered under Sourcewell contract #062323-CAT

Parts & Service is discounted by the servicing dealer according to work order volume



AGENDA ITEM

Consent

REPORT TO: Work Session (02/19/24)

REPORT TO: Voting Meeting (02/22/24)

ITEM NO: 59/2024

SUBJECT: Approval and authorization for the Chairman to execute an agreement between the Georgia Department of Transportation (GDOT) and Hall County concerning support for lighting at a potential roundabout located at intersection of SR 211 (Old Winder Highway) and Union Church Road. Commission District 1.

Meetings:

Work Session Date: 02/19/24

Voting Meeting Date: 02/22/24

Executive Summary:

Presenter: BN

Recommendation:
Approval.

Purpose of Request:

Approval and authorization for the Chairman to execute an agreement between the Georgia Department of Transportation (GDOT) and Hall County concerning support for lighting at a potential roundabout located at intersection of SR 211 (Old Winder Highway) and Union Church Road. Commission District 1.

History:

Project construction is currently programmed for 2030 and as part of plan development, GDOT is requesting Hall County to approve lighting support for the roundabout.

Facts and Issues:

Options:

The Georgia Department of Transportation is currently developing plans to widen and reconstruct State Route 211 (Old Winder Hwy.) from SR 347 (Friendship Road Road) to SR 53 (Winder Hwy.) in southern Hall County. A roundabout may be proposed for the intersection of SR 211 (Old Winder Hwy.) and Union Church Road / Reveille Parkway within this project. P.I. No. 0007233

The support agreement stipulates that after project completion and acceptance, Hall County will provide for the repair, maintenance and energy required for operation of the lighting for the intersection. there is currently no projected completion date but Hall County would need to budget for the monthly utility costs at the time.

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
KM	BN	EW	WG
Attorney	Administration	Clerk	
WLI	CR	JR	

Attachments:

Lighting Letter
 Summary



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

AGENDA ITEM 59/2024

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: SP

Phone: 770 531-6800

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INDICATION OF LIGHTING SUPPORT

Georgia Department of Transportation
Office of Program Delivery
600 West Peachtree Street, 25th Floor
Atlanta, Georgia 30308
ATTN: Katyna Knapton, Project Manager

Location

Hall County supports the consideration of lighting at the location specified below.

Description: SR 211 FROM SR 347 TO SR 53

State/County Route Numbers: SR 211, SR 347, SR 53

Project: 0007233

Associated Conditions

The undersigned agrees to participate in the following maintenance of the intersection at Union Church Rd and Howington Rd in the event that the lighting is selected as the preferred concept alternative:

- The full and entire cost to energize the lighting system installed and to provide for the operation/maintenance thereof.

We agree to participate in a formal *Local Government Lighting Project Agreement* during the preliminary design phase. This indication of support is submitted, and all the conditions are hereby agreed to. The undersigned are duly authorized to execute this agreement.

This _____ day of _____, 20__

Attest:

By: _____

County Clerk

Title: _____

Project Map Location

SR 211 FROM SR 347 TO SR 53

Hall County

PI 0007233



EXECUTIVE SUMMARY

SR 211 (Old Winder Hwy.) From SR 347 (Friendship Road) to SR 53 (Winder Hwy.)

P.I. No. 0007233

Indication of Lighting Support for Potential Roundabout

The Georgia Department of Transportation is currently developing plans to widen and reconstruct State Route 211 (Old Winder Hwy.) from SR 347 (Friendship Road Road) to SR 53 (Winder Hwy.) in southern Hall County. A roundabout may be proposed for the intersection of SR 211 (Old Winder Hwy.) and Union Church Road / Reveille Parkway within this project.

Project construction is currently programmed for 2030 and as part of plan development, GDOT is requesting Hall County to approve lighting support for the roundabout. The support agreement stipulates that after project completion and acceptance, Hall County will provide for the repair, maintenance and energy required for operation of the lighting for the intersection. There is currently no projected completion date but Hall County would need to budget for the monthly utility costs at that time.



AGENDA ITEM

Other Business - Planning and Development

REPORT TO: Work Session (02/19/24)

REPORT TO: Voting Meeting (02/22/24)

ITEM NO: 40/2024

SUBJECT: Public Hearing for a new Malt Beverage and Wine package license for Lakeside Petro Station, LLC located at 5974 Jim Crow Road, Flowery Branch, GA 30542. Ownership is Lakeside Petro Station, LLC. License holder and registered agent is Imran Momin. Commission District 2.

Meetings:

Work Session Date: 02/19/24

Voting Meeting Date: 02/22/24

Executive Summary:

Presenter: RD
Recommendation: Approval.

Purpose of Request:
 Public Hearing for a new Malt Beverage and Wine package license for Lakeside Petro Station, LLC located at 5974 Jim Crow Road, Flowery Branch, GA 30542. Ownership is Lakeside Petro Station, LLC. License holder and registered agent is Imran Momin. Commission District 2.

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
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Submit	Approve	Attorney	Administration
BS	RD	WLI	CR
Clerk			
JR			

Attachments:

Memo

Map

Surveyor Certification



Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
BUSINESS LICENSE DIVISION

January 26, 2024

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

Re: 5974 Jim Crow Road, Flowery Branch, GA 30542

t: 770.531.6815 | f: 770.531.4953

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

BUSINESS LICENSE DIRECTOR
Brandi Smith

To Whom It May Concern:

Please find the attached map and Land Surveyor Statement regarding a new Malt Beverage and Wine Package license. The ownership of the license is Lakeside Petro Station, LLC with Mr. Imran Momin as the license holder and the registered agent. The Commission district is 2. I see no issues and recommend approval of the license.

Sincerely,

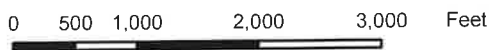
Brandi Smith, Director



Subject Property: 5974 JIM CROW ROAD, FLOWERY BRANCH GA 30542



Date: 1/25/2024



-  Zoning Boundary
-  City Limits
-  Church
-  Active Alcohol Licenses
-  1 Mile Buffer
-  Subject Area





GEORGIA REGISTERED LAND SURVEYOR STATEMENT

I, Gordon Persons, a Georgia Registered Land Surveyor
 (# LS001918) hereby certify I am familiar with the premises
Lakeside Petro Station 5974 Jim Crow Rd Flowery Branch, Ga 30542
 (business name and location)

For which Lakeside Petro Station application
 (applicant's name)

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 18th day of January, 20 24

Signature and seal of surveyor



Business address:

634 N. Clayton St.
Lawrenceville Ga 30045

Sworn to and subscribed before me

This 18th day of January, 20 24

Gabrielle Sidney Ossege Ragan

Signature, notary public

SEAL





AGENDA ITEM

Other Business - Planning and Development

REPORT TO: Work Session (02/19/24)

REPORT TO: Voting Meeting (02/22/24)

ITEM NO: 39/2024

SUBJECT: Public Hearing for a new Malt Beverage, Wine, and Distilled Spirits consumption alcohol license for Pueblos Mexican Cuisine located at 3630 Thompson Bridge Road Ste 4, Gainesville, GA 30506. Ownership is Pintos Enterprises, LLC. License holder and registered agent is Isthair Hernandez-Flowers. Commission District 2.

Meetings:

Work Session Date: 02/19/24

Voting Meeting Date: 02/22/24

Executive Summary:

Presenter: RD

Recommendation:
No issues with the license, approval recommended.

Purpose of Request:
Public Hearing for a New Malt Beverage, Wine, and Distilled Spirits consumption alcohol license for Pueblos Mexican Restaurant located at 3630 Thompson Bridge Road Ste 4, Gainesville, GA 30506. Ownership is Pintos Enterprises, LLC. License holder and registered agent is Isthair Hernandez-Flowers. Commission District 2.

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
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Submit	Approve	Attorney	Administration
BS	RD	WLI	CR
Clerk			
JR			

Attachments:

Memo

Map

Surveyor Certification



Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
BUSINESS LICENSE DIVISION

January 25, 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

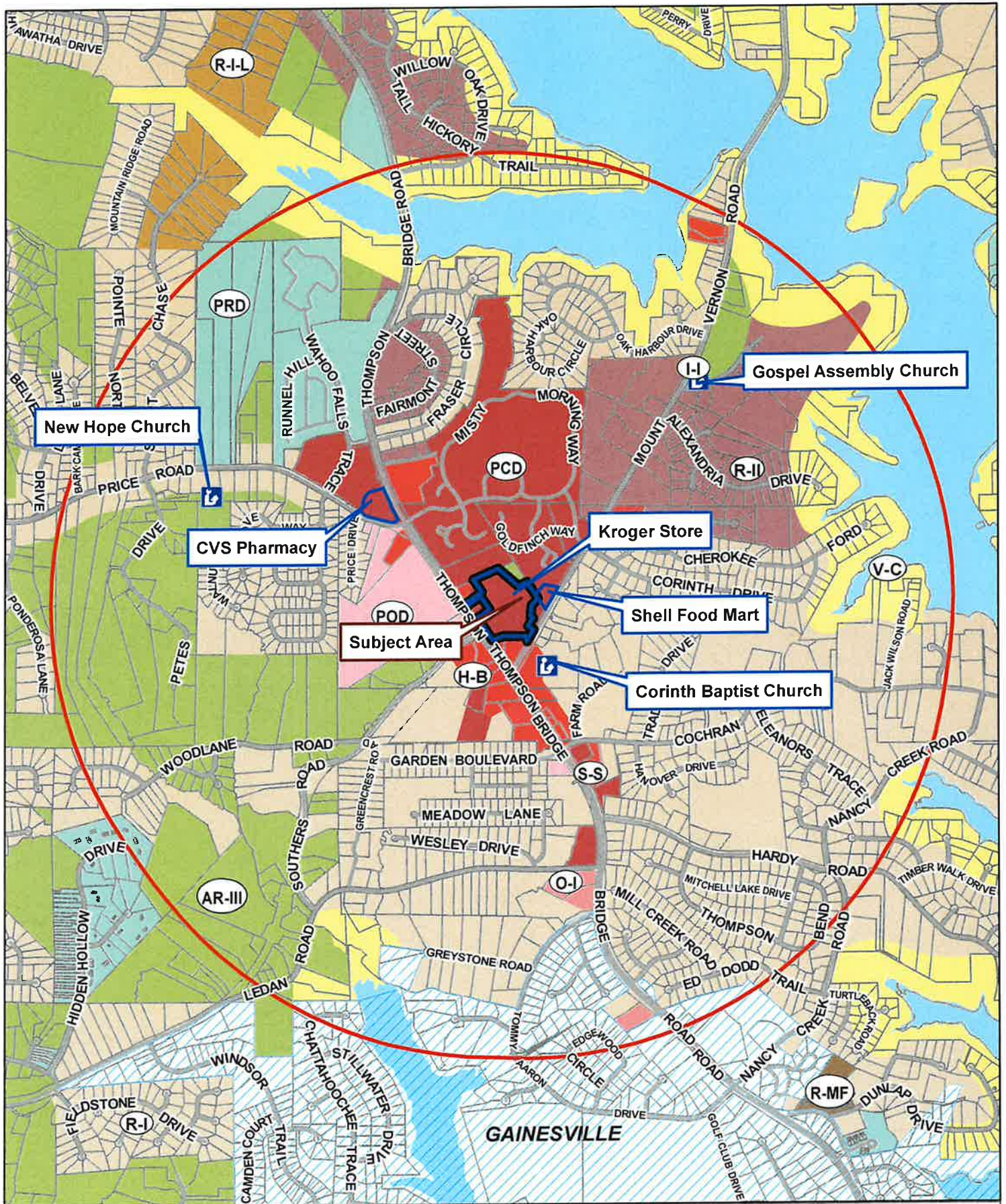
Re: 3630 Thompson Bridge Rd. Ste 4

To Whom It May Concern:

Please find the attached map and Land Surveyor Statement regarding a new Malt Beverage, Wine, and Distilled Spirits Consumption Alcohol license. The ownership of the license is Pintos Enterprises, LLC with Ms. Isthair Hernandez-Flowers as the license holder and the registered agent. The Commission district is 2. I see no issues and recommend approval of the license.

Sincerely,

Brandi Smith, Director








Subject Property: 3630 THOMPSON BRIDGE ROAD, GAINESVILLE GA 30506



0 500 1,000 2,000 3,000 Feet



-  Zoning Boundary
-  City Limits
-  Church
-  Active Alcohol Licenses
-  1 Mile Buffer
-  Subject Area



Date: 1/25/2024



HALL COUNTY
GEORGIA
We have it all in Hall

GEORGIA REGISTERED LAND SURVEYOR STATEMENT

I, Chris M. Patton, a Georgia Registered Land Surveyor
(# 2647) hereby certify I am familiar with the premises
Preblos Mexican Cuisine, 3630 Thompson Bridge road
(business name and location)

For which Laura Estrada application
(applicant's name)

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 17 day of Jan., 20 23

Chris Patton
Signature and seal of surveyor



Business address:

419 Bradford St. NW
Gainesville, GA 30501

Sworn to and subscribed before me

This 17 day of January, 2024

[Signature] 3.3.26
Signature, notary public

SEAL





AGENDA ITEM

Other Business - Public Works and Utilities

REPORT TO: Work Session (02/19/24)

REPORT TO: Voting Meeting (02/22/24)

ITEM NO: 83/2024

SUBJECT: Approval and authorization for the Chairman to execute a Settlement Agreement for the purchase of .44 acres of real property located at 3255 White Sulphur Road, Hall County, Georgia, tax parcel number 09108 000066, for the sum of \$300,000.00, and authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval of the County Attorney.

Meetings:

Work Session Date: 02/19/24

Voting Meeting Date: 02/22/24

Executive Summary:

Presenter: JG

Recommendation:
Approval

Purpose of Request:

Approval and authorization for the Chairman to execute a Settlement Agreement for the purchase of .44 acres of real property located at 3255 White Sulphur Road, Hall County, Georgia, tax parcel number 09108 000066, for the sum of \$300,000.00, and authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval of the County Attorney.

History:

Facts and Issues:

Options:

Funding Requested

\$ 300,000.00

Are funds within current budget?

Yes

Source of Funds

SPLOST VII

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	JG	TS	TS
Attorney	Administration	Clerk	
WLI	CR	JR	

Attachments:

Financial Supplement



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

AGENDA ITEM 83/2024

Funds Requested: \$ 300,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VII

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	323-SPLOST VII	4971-ENGINEERING	541100-LAND	\$300,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN

Phone:



AGENDA ITEM

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

REPORT TO: Work Session (02/19/24)

REPORT TO: Voting Meeting (02/22/24)

ITEM NO: 52/2024

SUBJECT: **3580 and 3526 Poplar Springs Road and 3601 Pierce Drive | Amend Conditions** | of a Planned Residential Development (PRD) on a combined 97.48± acre tract located on the south side of the Poplar Springs Road at its intersection with Poplar Springs Church Road | Zoned PRD; Tax Parcel 15036A000001, 000003 & 000011 | **Proposed Use: 192-lot single-family residential development** | Commission District 1 | **Clint Dixon for Clayton Properties Group, Inc, applicant.**

Meetings:

Work Session Date: 02/19/24

Voting Meeting Date: 02/22/24

Executive Summary:

Presenter: BG

Recommendation:

Approval.

Conditions:

1. All previous conditions of zoning included herein shall apply as listed below:
 - a. There shall be no more than 192 single-family units in the development.
 - b. All costs associated with any required right-of-way improvements shall be the Developer's responsibility.
 - c. Access to the development shall be approved by Hall County Traffic and/or the Georgia Department of Transportation, whichever applies.
 - d. Any necessary access modifications must be approved and permitted by the Georgia Department of Transportation (GDOT). All costs associated with any required improvements shall be the developer's responsibility.
 - e. 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."
 - f. All conditions of zoning shall be made part of any new plat created for the property.
 - g. The development shall adhere to the Hall County Erosion Control Ordinance Best Management Practices for Large Developments, which include the 3 BMPs from the County-approved list, even if the phase of development is less than 20 acres.
 - h. The development shall connect to a public sewer system.
 - i. Any yard runoff that would possibly flow into the creek, shall be sodded. If runoff flows to a different detention pond, it is not a requirement to have the yard sodded.
 - j. No back yards shall abut Poplar Springs Road.
2. The property shall be developed in accordance with the original concept plan which shows two full-access entrances per 17.180.060, and as described in the project narrative submitted on November 15, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
3. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Homes shall be consistent with the submitted renderings. Final review and approval of building elevations is subject to the Director of Community Development and Infrastructure, or their designee.
4. A garage shall not extend more than 10 feet 6 inches further toward the front yard property line than the façade of the habitable area of the first story.
5. The width of the garage wall shall not exceed 56% for a two-car garage of the front façade of the dwelling.

Purpose of Request:

3580 and 3526 Poplar Springs Road and 3601 Pierce Drive | Amend Conditions | of a Planned Residential Development (PRD) on a combined 97.48± acre tract located on the south side of the Poplar Springs Road at its intersection with Poplar Springs Church Road | Zoned PRD; Tax Parcel 15036A000001, 000003 & 000011 | Proposed Use: 192-lot single-family residential development | Commission District 1 | Clint Dixon for Clayton Properties Group, Inc, applicant.

History:

Facts and Issues:

Options:

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

Approvals:

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

Attachments:

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



Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

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

From: Randi Doveton, Director of Planning & Development

Date: February 5, 2024

Subject: **3580 and 3526 Poplar Springs Road and 3601 Pierce Drive | Amend Conditions |** of a Planned Residential Development (PRD) on a combined 97.48± acre tract | **Proposed Use: 192-lot single-family development | Clint Dixon for Clayton Properties Group, Inc, applicant.**

The request before you is the request of Clint Dixon for Clayton Properties Group, Inc to Amend Conditions of a Planned Residential Development (PRD) to allow a 192-lot single-family development. This item is located within Commission District 1.

At their January 16, 2024 meeting, the Hall County Planning Commission voted to recommend approval with five (5) conditions **(5-0)**.

There were **no comments submitted** in advance of the Planning Commission meeting and **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. All previous conditions of zoning included herein shall apply as listed below:
 - a) There shall be no more than 192 single-family units in the development.
 - b) All costs associated with any required right-of-way improvements shall be the Developer's responsibility.
 - c) Access to the development shall be approved by Hall County Traffic and/or the Georgia Department of Transportation, whichever applies.

- d) Any necessary access modifications must be approved and permitted by the Georgia Department of Transportation (GDOT). All costs associated with any required improvements shall be the developer's responsibility.
 - e) 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."
 - f) All conditions of zoning shall be made part of any new plat created for the property.
 - g) The development shall adhere to the Hall County Erosion Control Ordinance Best Management Practices for Large Developments, which include the 3 BMPs from the County-approved list, even if the phase of development is less than 20 acres.
 - h) The development shall connect to a public sewer system.
 - i) Any yard runoff that would possibly flow into the creek, shall be sodded. If runoff flows to a different detention pond, it is not a requirement to have the yard sodded.
 - j) No back yards shall abut Poplar Springs Road.
2. The property shall be developed in accordance with the original concept plan which shows two full-access entrances per 17.180.060, and as described in the project narrative submitted on November 15, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
 3. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Homes shall be consistent with the submitted renderings. Final review and approval of building elevations is subject to the Director of Community Development and Infrastructure, or their designee.
 4. A garage shall not extend more than 10 feet 6 inches further toward the front yard property line than the façade of the habitable area of the first story.
 5. The width of the garage wall shall not exceed 56% for a two-car garage of the front façade of the dwelling.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Clint Dixon for Clayton Properties Group, Inc.

Request Use Subject to County Commission Approval | Amend conditions of Planned Residential Development (PRD, [17.180.060](#))

Proposed Use 192-lot single-family development

Size 97.48± acres

Zoning Planned Residential Development (PRD, [17.180.060](#))

Location **3580 and 3526 Poplar Springs Road and 3601 Pierce Drive** | Tax Parcels 15036A000001, 000003 & 000011

Commission District One

Planning Commission Date January 16, 2024

Staff Recommendation **Approval**, as the proposed amendment does not represent a substantial deviation from the Planned Residential Development (PRD, [17.180.060](#)) requirements.

Planning Commission Recommendation.....**Approval, with conditions**
Vote: 5-0

Planning Commission Conditions:

1. All previous conditions of zoning included herein shall apply as listed below:
 - a) There shall be no more than 192 single-family units in the development.
 - b) All costs associated with any required right-of-way improvements shall be the Developer's responsibility.
 - c) Access to the development shall be approved by Hall County Traffic and/or the Georgia Department of Transportation, whichever applies.

- d) Any necessary access modifications must be approved and permitted by the Georgia Department of Transportation (GDOT). All costs associated with any required improvements shall be the developer's responsibility.
 - e) 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."
 - f) All conditions of zoning shall be made part of any new plat created for the property.
 - g) The development shall adhere to the Hall County Erosion Control Ordinance Best Management Practices for Large Developments, which include the 3 BMPs from the County-approved list, even if the phase of development is less than 20 acres.
 - h) The development shall connect to a public sewer system.
 - i) Any yard runoff that would possibly flow into the creek, shall be sodded. If runoff flows to a different detention pond, it is not a requirement to have the yard sodded.
 - j) No back yards shall abut Poplar Springs Road.
2. The property shall be developed in accordance with the original concept plan which shows two full-access entrances per 17.180.060, and as described in the project narrative submitted on November 15, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
 3. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Homes shall be consistent with the submitted renderings. Final review and approval of building elevations is subject to the Director of Community Development and Infrastructure, or their designee.
 4. A garage shall not extend more than 10 feet 6 inches further toward the front yard property line than the façade of the habitable area of the first story.
 5. The width of the garage wall shall not exceed 56% for a two-car garage of the front façade of the dwelling.

Staff Recommended Conditions:

1. All previous conditions of zoning included herein shall apply as listed below:
 - a) There shall be no more than 192 single-family units in the development.
 - b) All costs associated with any required right-of-way improvements shall be the Developer's responsibility.
 - c) Access to the development shall be approved by Hall County Traffic and/or the Georgia Department of Transportation, whichever applies.
 - d) Any necessary access modifications must be approved and permitted by the Georgia Department of Transportation (GDOT). All costs associated with any required improvements shall be the developer's responsibility.

- e) 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."
 - f) All conditions of zoning shall be made part of any new plat created for the property.
 - g) The development shall adhere to the Hall County Erosion Control Ordinance Best Management Practices for Large Developments, which include the 3 BMPs from the County-approved list, even if the phase of development is less than 20 acres.
 - h) The development shall connect to a public sewer system.
 - i) Any yard runoff that would possibly flow into the creek, shall be sodded. If runoff flows to a different detention pond, it is not a requirement to have the yard sodded.
 - j) No back yards shall abut Poplar Springs Road.
2. The property shall be developed in accordance with the site plan dated 04/04/2022, and as described in the project narrative submitted on 11/15/2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
 3. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Homes shall be consistent with the submitted renderings. Final review and approval of building elevations is subject to the Director of Community Development and Infrastructure, or their designee.
 4. A garage shall not extend more than 10 feet 6 inches further toward the front yard property line than the façade of the habitable area of the first story.
 5. The width of the garage wall shall not exceed 56% for a two-car garage of the front façade of the dwelling.

Public Forum:

Wes Robinson, 200 E.E. Butler Parkway, Gainesville, spoke in opposition. Concerns were the agreement with neighboring property owners when rezoning was approved.

Summary Analysis

The applicant is requesting to amend conditions of a Planned Residential Development (PRD, [17.180.060](#)) on a combined 97.48± acres. The subject parcels were rezoned from Agricultural Residential-III (AR-III, [17.110](#)) to Planned Residential Development (PRD, [17.180.060](#)) on December 9, 2021 for a 195 lot single family development.

Per the submitted narrative and renderings, the applicant is requesting to allow for garages that extend up to 10 feet and 6 inches further than the habitable area of the first story toward the front property line and for the width of the garages to increase from the previously approved maximum width of 45% to 56%.

The amended development standards for the project are described in the table below and are compared with the current Planned Residential Development requirements, (PRD, [17.180.060](#)):

Standard	PRD Requirement (17.180.060)	2021 Condition	Proposed Amendment
Garage – % of front façade	40% of the width of the residence (semi-flush front entry)	Garage doors shall be positioned between 5 and 20 feet behind the front wall plane of the residence, extending no more than 45% of the width of the residence.	Garage doors shall not extend more than 10 feet 6 inches further toward the front yard property line than the façade of the habitable area of the first story, and the width of the garage wall shall not exceed 56% for a two-car garage of the front façade of the dwelling.*
Note: Items marked with an asterisk (*) do not conform to 17.180.060 .			

No other modifications to the originally approved zoning conditions were requested.

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 “Residential.” The intent of this land use category is to preserve established neighborhoods and create new residential development consistent with surrounding suburban densities. Future development is envisioned to consist of detached single-family homes at a density of no greater than two unit per acre.

Zoning Analysis

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

1. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed use associated with the requested amendment to the Planned Residential Development (PRD [17.180.060](#)) is similar in use, development and zoning of adjacent and nearby properties; however, higher in density.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **No, it is not anticipated that the proposed amendment will adversely affect adjacent properties.**
3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **Yes, the property has reasonable economic use as currently zoned, Planned Residential Development (PRD [17.180.060](#)).**

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 amendment of conditions 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 is consistent with the [Comprehensive Plan's](#) future land use classification of Residential. In this land use classification, development is envisioned to consist of detached, single-family residences at a moderate density, not to exceed 2 dwelling units per acre. The applicant is proposing single-family residences at a density of 2 dwelling units per acre; however, the requested amendment is unrelated to approved density.**
6. The extent to which property values are diminished by the existing zoning restrictions; **Absent a market study, staff is unable to determine whether property values are diminished by the existing zoning restrictions.**
7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**
8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**
9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **Tax Parcels 15036A000001, 15036A000003 & 15036A000011 are currently developed with a single residence, with no record of improvements upon the land. The subject parcels were rezoned from Agricultural Residential-III (AR-III, [17.110](#)) to Planned Residential Development (PRD, [17.180.060](#)) in 2021, for the purpose of developing a 192 single-family development**
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **There are no known changing conditions affecting the use or development of the property.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The current request is a conditional use request, and is intended to amend conditions of an existing PRD. Per the Official Code of Hall County, the Planned Development District ([17.180](#)) is to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment.**

12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the neighborhood or the county.**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are no other properties within the county that are currently zoned to support the specific development being proposed without requiring zoning action.**
15. Whether the need for rezoning could be handled instead by a variance request to the zoning board of adjustment; **No, the request could not be handled instead by a variance.**
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

A Planned Residential Development (PRD, [17.180.080](#)) allows for more flexibility in the design and development of the property. This provides for a mixture of housing types and encourages maximum use of natural features through proper site planning measures. The development should conform to the existing character and development pattern of the surrounding area.

[17.350.040](#) - Submission requirements

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. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**

- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **The proposal does provide a narrative outlining the intent of condition amendments; however, the applicant has not prepared a response to each of the criteria listed in [17.380.060.C](#).**
 2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **The applicant as submitted a scaled site and construction plans.**
- 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. **A traffic study was conducted for the original proposed development in 2021. Suggested improvements have been included in the conditions of approval.**

Development Support and Constraints

Hall County Environmental Health

In an email dated December 11, 2023, Emily McGahee stated "No comment, public sewer."

Hall County Fire Marshal

In an email dated December 12, 2023, from John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated, "There are too many sites for a single access road. 120-3-3 appendix D. There are no proposed hydrants in the subdivision".

Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated December 15, 2023, Director Bill Nash stated the following:

Engineering:

Show FEMA and Hall County studied Flood plains that are present on site This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not centerline of stream.

Traffic:

GDOT permit for access off Poplar Spring Rd

Utilities:

City of Oakwood

Georgia Department of Transportation

In an email dated December 7, 2023, Veronica Chavers, D1TO Civil Engineer III, stated that GDOT coordination is required for driveway access on Poplar Springs Road.

➤ **Excerpts from the minutes of the January 16, 2024 meeting**

Applicant's Presentation:

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

Clint Dixon, 5230 Bellewood Court, Buford, presented the request.

Public Forum:

Wes Robinson, 200 E.E. Butler Parkway, Gainesville, spoke in opposition. Concerns were the agreement with neighboring property owners when rezoning was approved.

Planning Commission Comments:

Mr. Sosebee questioned the square footage of the units. The applicant stated he wasn't sure but he would provide the accurate number later. Mr. Sosebee questioned the number of entrances to the development. The applicant stated that there would only be one accessible to residents and a second entrance for emergency access. Mr. Sosebee questioned if the emergency entrance would be gated. The applicant stated it would be. Mr. Braswell stated that there needs to be a second entrance for residents added to the site plan as a requirement. Mr. Sosebee questioned the location of the mailbox kiosk. The applicant stated it would be located in the rear of the subdivision. Mr. Braswell reminded the applicant that they need to submit an updated site plan with the two full-access entrances to Planning staff.

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

Conditions:

1. All previous conditions of zoning included herein shall apply as listed below:
 - a) There shall be no more than 192 single-family units in the development.
 - b) All costs associated with any required right-of-way improvements shall be the Developer's responsibility.

- c) Access to the development shall be approved by Hall County Traffic and/or the Georgia Department of Transportation, whichever applies.
 - d) Any necessary access modifications must be approved and permitted by the Georgia Department of Transportation (GDOT). All costs associated with any required improvements shall be the developer's responsibility.
 - e) 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."
 - f) All conditions of zoning shall be made part of any new plat created for the property.
 - g) The development shall adhere to the Hall County Erosion Control Ordinance Best Management Practices for Large Developments, which include the 3 BMPs from the County-approved list, even if the phase of development is less than 20 acres.
 - h) The development shall connect to a public sewer system.
 - i) Any yard runoff that would possibly flow into the creek, shall be sodded. If runoff flows to a different detention pond, it is not a requirement to have the yard sodded.
 - j) No back yards shall abut Poplar Springs Road.
2. The property shall be developed in accordance with the original concept plan which shows two full-access entrances per 17.180.060, and as described in the project narrative submitted on November 15, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
 3. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Homes shall be consistent with the submitted renderings. Final review and approval of building elevations is subject to the Director of Community Development and Infrastructure, or their designee.
 4. A garage shall not extend more than 10 feet 6 inches further toward the front yard property line than the façade of the habitable area of the first story.
 5. The width of the garage wall shall not exceed 56% for a two-car garage of the front façade of the dwelling.

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



ZONING APPLICATION

Applicant (Name & Mailing Address)	Property Owner (Name & Mailing Address)
Clint Dixon for Clayton Properties Group, Inc.	Jamie Crumley Boggs
5230 Bellewood Ct	PO Box 7175
Buford, GA 30518	Chestnut Mtn GA 30502
Phone 404-862-5000	Phone 678-936-9182
Email Address clintd@echomebuilders.com	Email Address jaybo2teach@yahoo.com
Proposed Use Zoning Amendment	

Contact Person (Name & Mailing Address)	Status of Applicant	Requested Action
Clint Dixon for Clayton Properties Group, Inc.	<input type="checkbox"/> Owner	Existing Zoning: PRD
5230 Bellewood Ct	<input type="checkbox"/> Option to Purchase	Rezone to: PRD
Buford, GA 30518	<input type="checkbox"/> Area Resident	Fee: \$
Phone 404-862-5000	<input type="checkbox"/> Other	Receipt #:
Email Address clintd@echomebuilders.com		Check #:
Tax Parcel Number 15-036A-000-001, 003, and 11	Acreage 97.487	
Location Address Poplar Springs Road, Gainesville, Hall County Georgia		

I hereby certify that the above information and all attached information are true and correct.
 Sign [Signature] Date: 11/15/23

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

Application Withdrawal: I hereby withdraw the application.
 Sign _____ Date: _____

Staff Use Only
 Application Date: _____ Taken by: _____
 Tentative Planning Commission Date: _____ Tentative County Commission Date: _____
 County Commission District: _____

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AUTHORIZATION OF PROPERTY OWNERS

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

Name of owner(s) Jamie Crumley Boggs
Address PO Box 7175
Chestnut Mtn, GA 30502
Phone Number 678-936-9182

Name of applicant(s) Clint Dixon for Clayton Properties Group, Inc.
Address 5230 Bellewood Ct
Buford, GA 30518
Phone Number 404-862-5000

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.

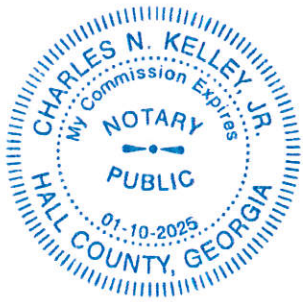
Signature of Owner(s)
Jamie Crumley Boggs

Personally appeared before me
Jamie Crumley Boggs

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

[Signature]
Notary Public

11/15/2023
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: 11/15/23

Applicant's/Owner's Name (Printed): Clint Dixon for Clayton Properties Group, Inc.

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
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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: Jamie Crumley Boggs **Date:** 11-15-2023

Applicant's/Owner's Name (Printed): Jamie Crumley Boggs

Chafin Communities

5230 Bellewood Court Buford GA 30518

November 15, 2023

Randi Doveton
Director of Planning and Development
Hall County Government
2875 Browns Bridge Road
Gainesville, GA 30504

Mrs. Doveton,

Clayton Properties Group, Inc. dba Chafin Land Development is requesting an amendment to the zoning of Poplar Springs. We would like to amend the detached dwelling units, a garage shall not extend any more than 10 feet 6 inches further toward the front yard property line than the façade of the habitable area of the first story, and the width of the garage wall shall not exceed 56% for a two-car garage of the front façade of the dwelling.

We respectfully request approval of this amendment to zoning and if you have any questions please give me a call.

Respectfully,

Clint Dixon
Clayton Properties Group, Inc.
dba Chafin Communities
5230 Bellewood Court
Buford GA 30518sa
Cell: (404) 862-5000
Email: clintd@echomebuilders.com
www.chafincommunities.com

RZ1

SHEET NO.

FILE CODE: ###

JOB #: ###

PROJECT MANAGER: DG

CHECKED BY: DG

DRAWN BY: BD

SCALE: 1"=100'

0 80' 160'

REVISIONS

DATE: 09-10-2021

FORESTAR

POPULAR SPRINGS ROAD

ZONING PLAN

HALL COUNTY, GEORGIA

866.850.4200 www.atwell-group.com

1800 PARKWAY PLACE, SUITE 200

MARKETIA, GA

770.423.0807

COA# PF005904

ATWELL

EMERGENCY CONTACT

24 HOUR

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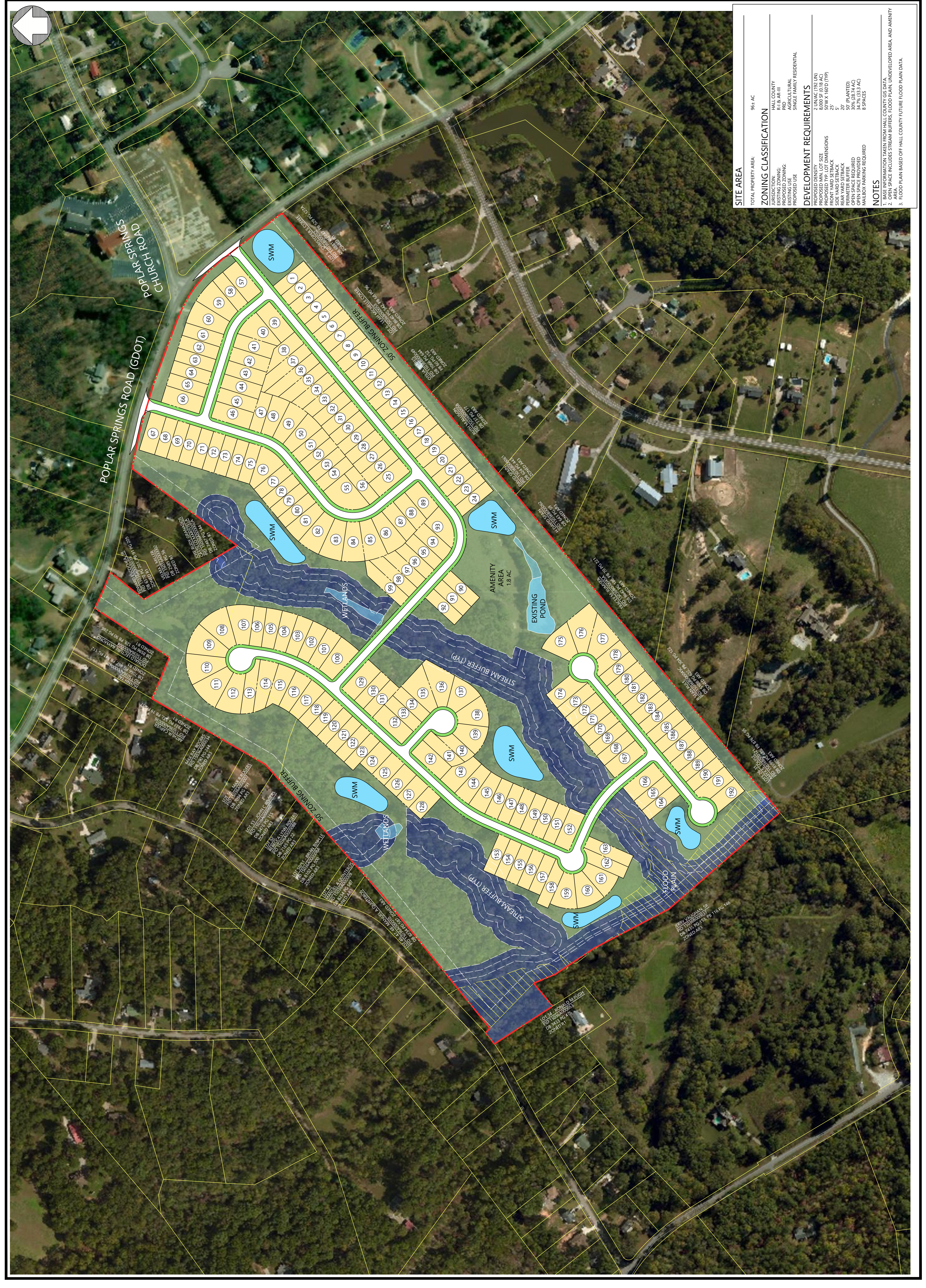
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SITE AREA		96.4 AC
ZONING CLASSIFICATION		
TOTAL PROPERTY AREA	96.4 AC	
JURISDICTION	HALL COUNTY	
EXISTING ZONING	R-18, AR-III	
PROPOSED ZONING	AGRICULTURAL	
EXISTING USE	SINGLE FAMILY RESIDENTIAL	
PROPOSED USE	SINGLE FAMILY RESIDENTIAL	
DEVELOPMENT REQUIREMENTS		
PROPOSED DENSITY	2 UNITS (192 UNITS)	
PROPOSED LOT SIZE	50' W X 160' D (TYP)	
PROPOSED TYP. LOT DIMENSIONS	25' X 25'	
FRONT YARD SETBACK	50' (PLANTED)	
REAR YARD SETBACK	30' (PLANTED)	
PERIMETER BUFFER	30' (PLANTED)	
OPEN SPACE REQUIRED	30% (28.74 AC)	
MALEBOX PARKING REQUIRED	8 SPACES	
NOTES		
1. BASE INFORMATION TAKEN FROM HALL COUNTY GIS DATA.		
2. OPEN SPACE INCLUDES STREAM BUFFERS, FLOOD PLAIN, UNDEVELOPED AREA, AND AMENITY AREA.		
3. FLOOD PLAIN BASED OFF HALL COUNTY FUTURE FLOOD PLAIN DATA.		

Know what's below. Call before you dig. The location of underground utilities is shown on this plan. It is the responsibility of the contractor to verify the location of all utilities before any excavation work is performed. The contractor shall be responsible for any damage to utilities caused by the work. The contractor shall be responsible for any damage to utilities caused by the work. The contractor shall be responsible for any damage to utilities caused by the work.

NOTICE:
CONSTRUCTION AND SAFETY: THE OWNER AND CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORK.

EMERGENCY CONTACT:
24 HOUR

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ATWELL
866.850.4200 www.atwell-group.com
1800 PARKWAY PLACE, SUITE 200
MARKETIA, GA
770.423.0807
COA# PF005904

POPULAR SPRINGS ROAD (GDOT)
CHURCH ROAD

AMENITY AREA 1.8 AC
EXISTING POND
WETLANDS
STREAM BUFFER (TP)
SWMP
FLOOD PLAIN

30' ZONING BUFFER
50' ZONING BUFFER

LOT 180 - 180' X 160' - ZONED R-18
LOT 179 - 180' X 160' - ZONED R-18
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LOT 99 - 180' X 160' - ZONED R-18
LOT 98 - 180' X 160' - ZONED R-18

TOPOGRAPHIC SURVEY

GRID NORTH
GEORGIA WEST ZONE
(NAD 1983)

BAR SCALE
1" = 80'

DATUMS

Horizontal: Grid North, NAD83, Georgia State Planes, West Zone
(North American Datum of 1983) (2011)
US Survey Foot, Hall County, Georgia
Vertical: NAVD83 (North American Vertical Datum of 1988)
Geoid: Geoid12B (Contour)

SURVEY NOTES

- THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY. ANY WRITTEN CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS, OR ENTITY.
- NORTH ARROW AND BEARINGS ARE BASED ON GEORGIA STATE PLANES COORDINATES (North American Datum of 1983) (2011). BEARINGS ARE MEASURED AS OBSERVED BY RTK OBSERVATIONS ON NOVEMBER 15, 2021 USING THE TRIMBLE VRS SYSTEM. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS EXPRESSED IN SURVEY FEET.
- CONTOURS AND SPOT ELEVATIONS SHOWN HEREON ARE BASED ON THE U.S.G.S. DATUM (NAVD83). THE SITE BENCHMARKS ARE AS SHOWN HEREON.
- WATER MAIN, OFF-GRA SEWER, SANITARY SEWER AND PEAK-TO-PEAK UTILITIES STRUCTURES HAVE BEEN FIELD LOCATED WHERE INSURE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED.
- THERE WAS NO EVIDENCE OF RECENT CONSTRUCTION ON THE SUBJECT PROPERTY OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- EQUIPMENT USED FOR MEASUREMENTS:
ANGULAR: TRIMBLE R12SS ROBOTIC TOTAL STATION
LINEAR: TRIMBLE R12SS ROBOTIC TOTAL STATION
GPS: TRIMBLE R12 GPS RECEIVER
- STATE, COUNTY, & LOCAL BUFFERS AND SETBACKS MIGHT EXIST ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.
- THE SURVEYED PROPERTY IS THE SAME AS THAT CONVEYED BY THE VESTING DEEDS REFERENCED IN THE TITLE COMMITMENT.
- NO PART OF THE SURVEYED PROPERTY IS WITHIN THE PUBLIC RIGHT OF WAY.

FLOOD NOTE

A PORTION OF THE SITE SHOWN HEREON IS LOCATED WITHIN ZONE A (AREAS DETERMINED TO BE AT RISK OF FLOODING) OF THE FLOOD INSURANCE RATE MAP, EFFECTIVE ACCORDING TO MAP NUMBER 13300004F OF THE FLOOD INSURANCE RATE MAP, EFFECTIVE ACCORDING TO MAP NUMBER 13300004F OF THE FLOOD INSURANCE RATE MAP, EFFECTIVE DATE 09/26/2008. HALL COUNTY UNINCORPORATED AREAS (03468), HALL COUNTY, GEORGIA.

SURVEY REFERENCES

- RIGHT OF WAY MAP (U.S. HWY 41) SECTION NO. 10060-2212, ROAD NO. S.R. 45 PREPARED BY J.E. GREENER COMPANY INC. CONSULTING ENGINEERS, DATED MARCH 03, 1999.
- DEED RECORDS BOOK 8515, PAGE 4276, PREPARED BY CLERK OF CIRCUIT COURT, HILLSBOROUGH COUNTY, DATED OCTOBER 2, 1996.
- TRUSTEE'S DEED MADE THE 31ST DAY OF OCTOBER 1979 BY JOE OBAYVA FERNANDEZ.
- TRUSTEE'S DEED OFFICIAL RECORDS BOOK 8515, PAGE 4276, PREPARED BY CLERK OF CIRCUIT COURT, HILLSBOROUGH COUNTY, DATED OCTOBER 2, 1996.
- QUITCLAIM DEED OFFICIAL RECORDS BOOK 19266, PAGE 346, PREPARED BY COMMERCE TITLE SERVICES, INC., APRIL 02, 2007.

LEGEND

OFIR	FOUND IRON ROD
OTIP	FOUND IRON PIPE
---	SUBJECT BOUNDARY LINE
---	ADJACENT BOUNDARY LINE
R/W	RIGHT OF WAY LINE
X	EXISTING FENCE
---	EDGE OF DIRT ROAD
---	BUILDING STRUCTURE
---	ASPHALT PAVEMENT
---	STATE WATERS BUFFER
---	FEMA FLOODPLAIN DELINEATION
---	EXISTING STREAM
---	EPHEMERAL DRAINAGE
---	WETLAND
---	COUNTY STUDIED FLOOD LINE
---	EXISTING DITCH
---	LIMITS OF VEGETATION
---	EXISTING SPOT ELEVATION
---	EXISTING GROUND CONTOUR

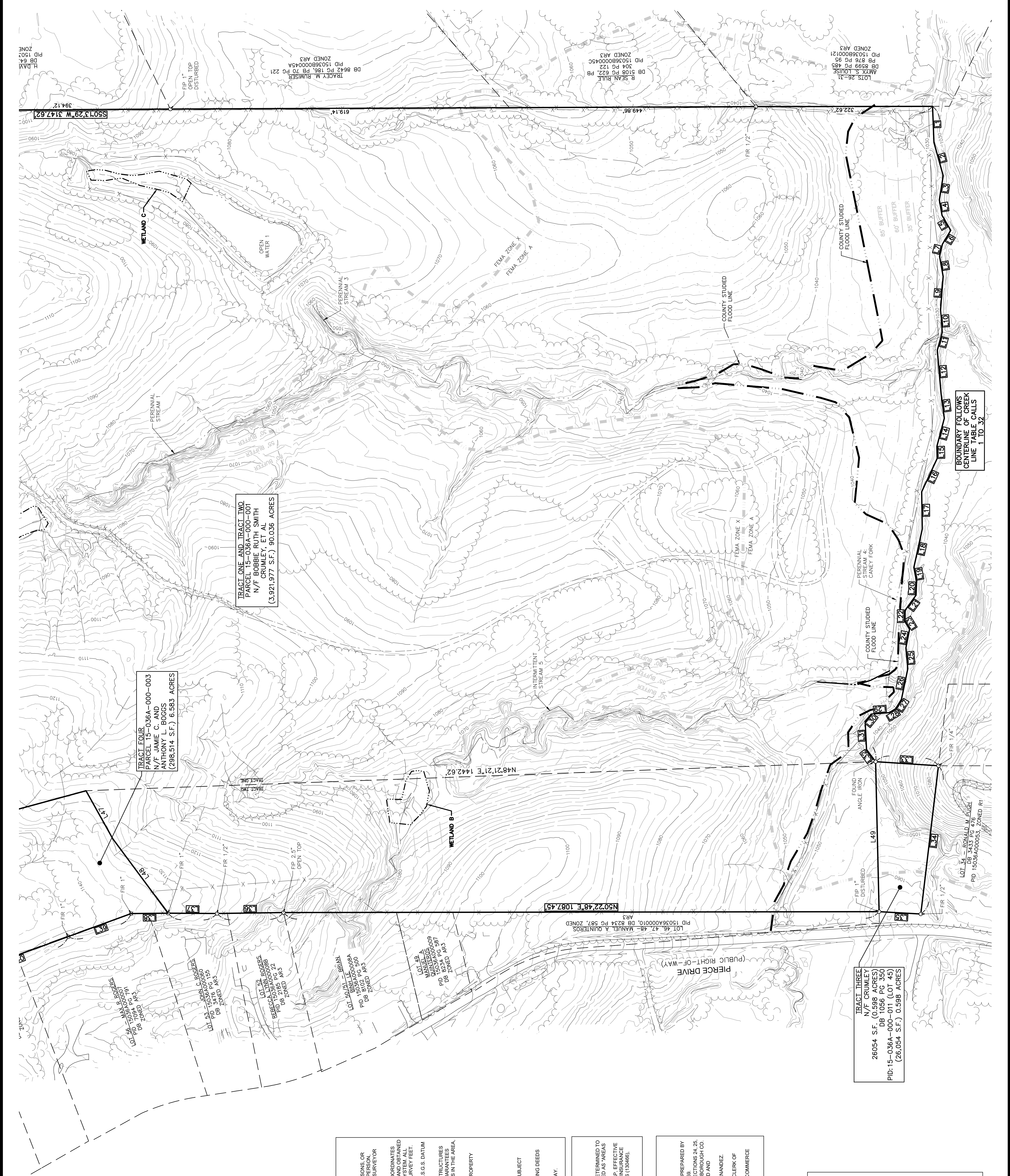
811
Know what's below.
Call before you dig.
THE LOCATIONS OF EXISTING UTILITIES SHOWN IN AN APPROXIMATE WAY IN THIS SURVEY. THE SURVEYOR IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PERSONS OR PROPERTY IN THE WORK OF ANY NEARBY UTILITIES. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND ACCESS TO ALL UTILITIES SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ANY PERSONS OR PROPERTY IN THE WORK OF ANY NEARBY UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ANY PERSONS OR PROPERTY IN THE WORK OF ANY NEARBY UTILITIES.

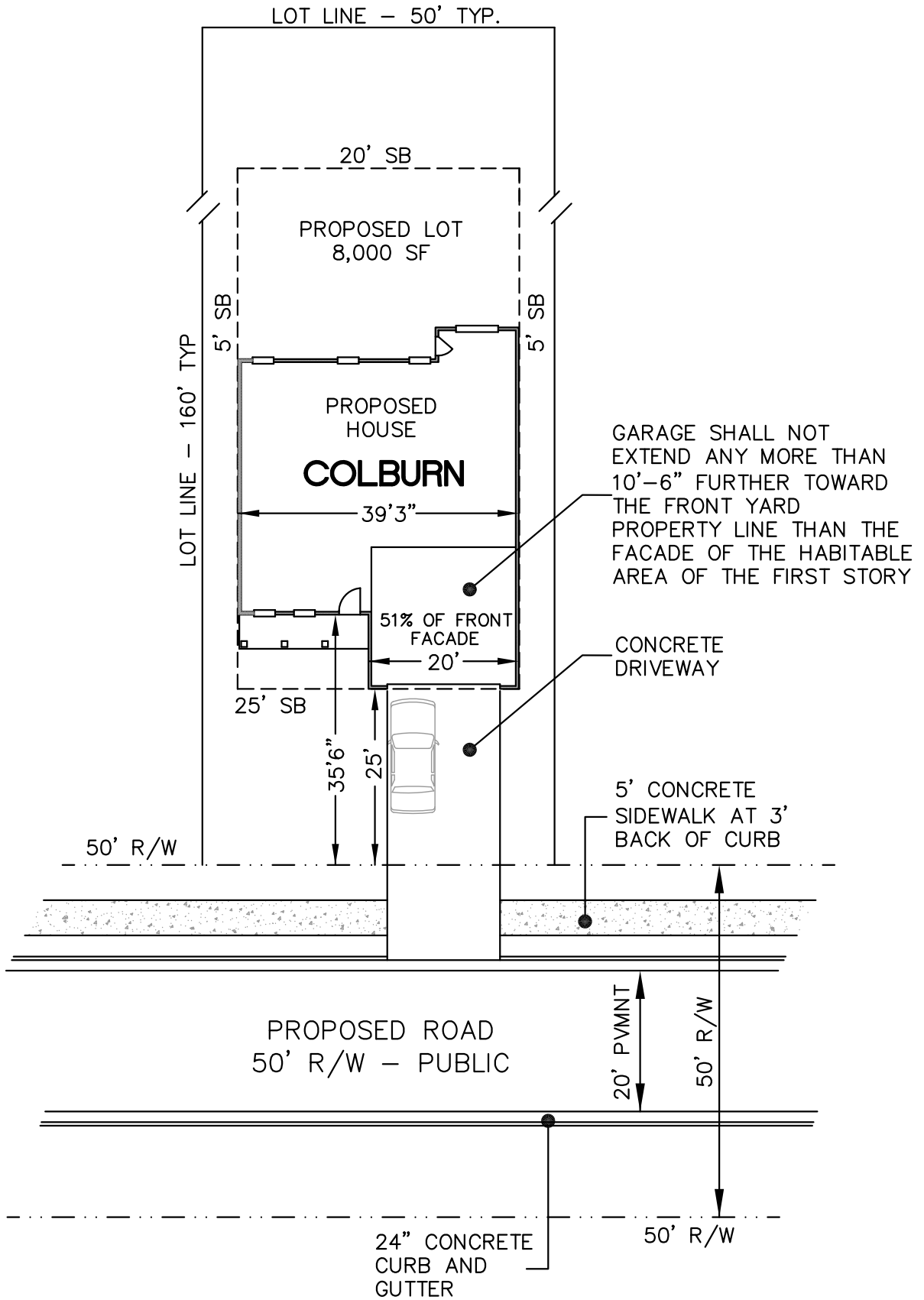
ATWELL
866.850.4200 www.atwell-group.com
1800 PARKWAY PLACE
SUITE 700
MARTIN, GA 31052
770.423.0807
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LOCATED IN
MORGAN DISTRICT (GM 385)
HALL COUNTY, GEORGIA

FORESTAR GROUP, INC.
ALTA/NSP LAND TITLE
AND TOPOGRAPHIC SURVEY
POPULAR SPRINGS ROAD
SUBDIVISION

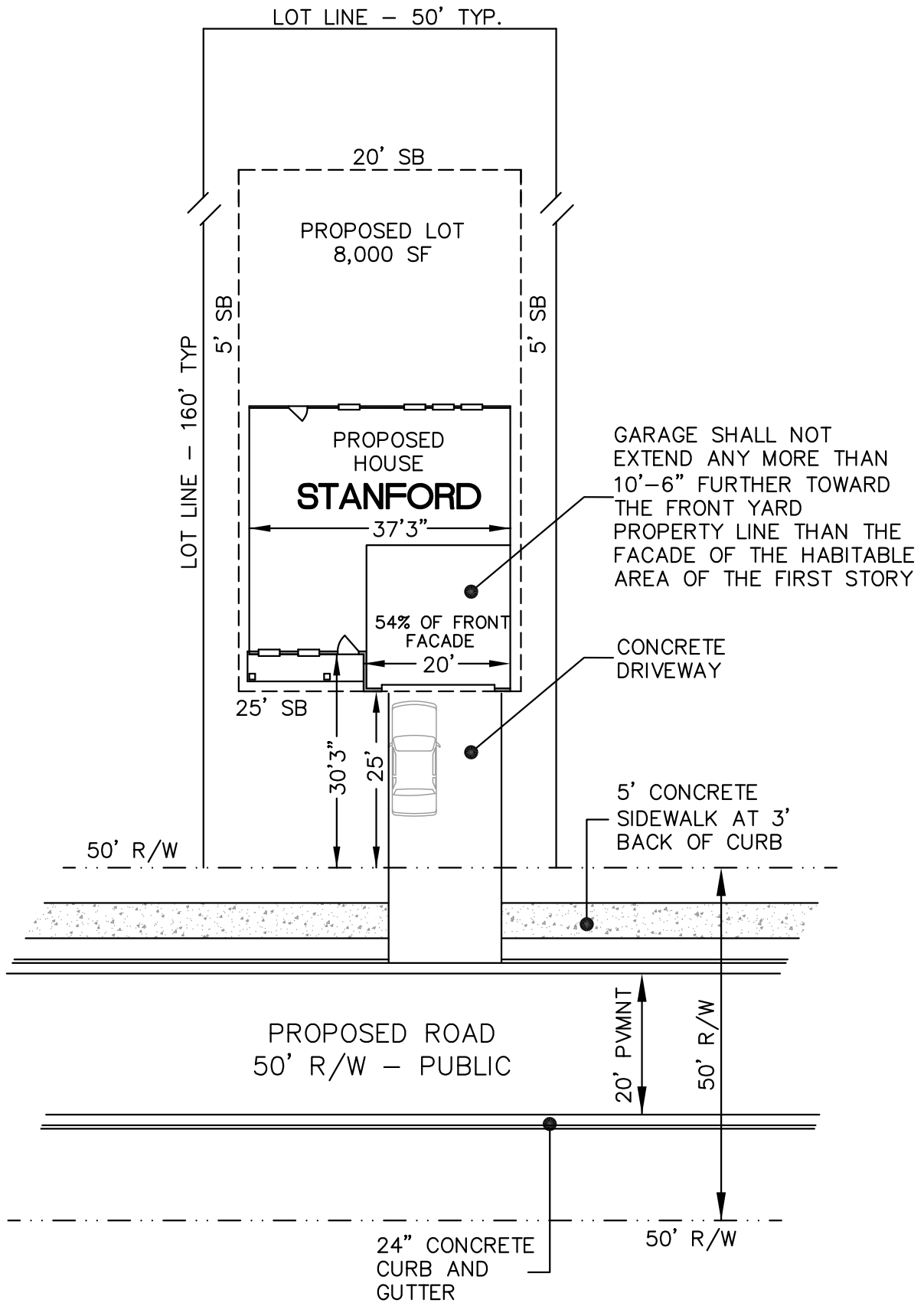
CLIENT	DATE	01/19/2022
REVISIONS		
DWG. STH.	CHK.	JMD
P.M. KMK		
CODE	AS-01	
JOB	21002730	
SHEET NO.	3 OF 6	





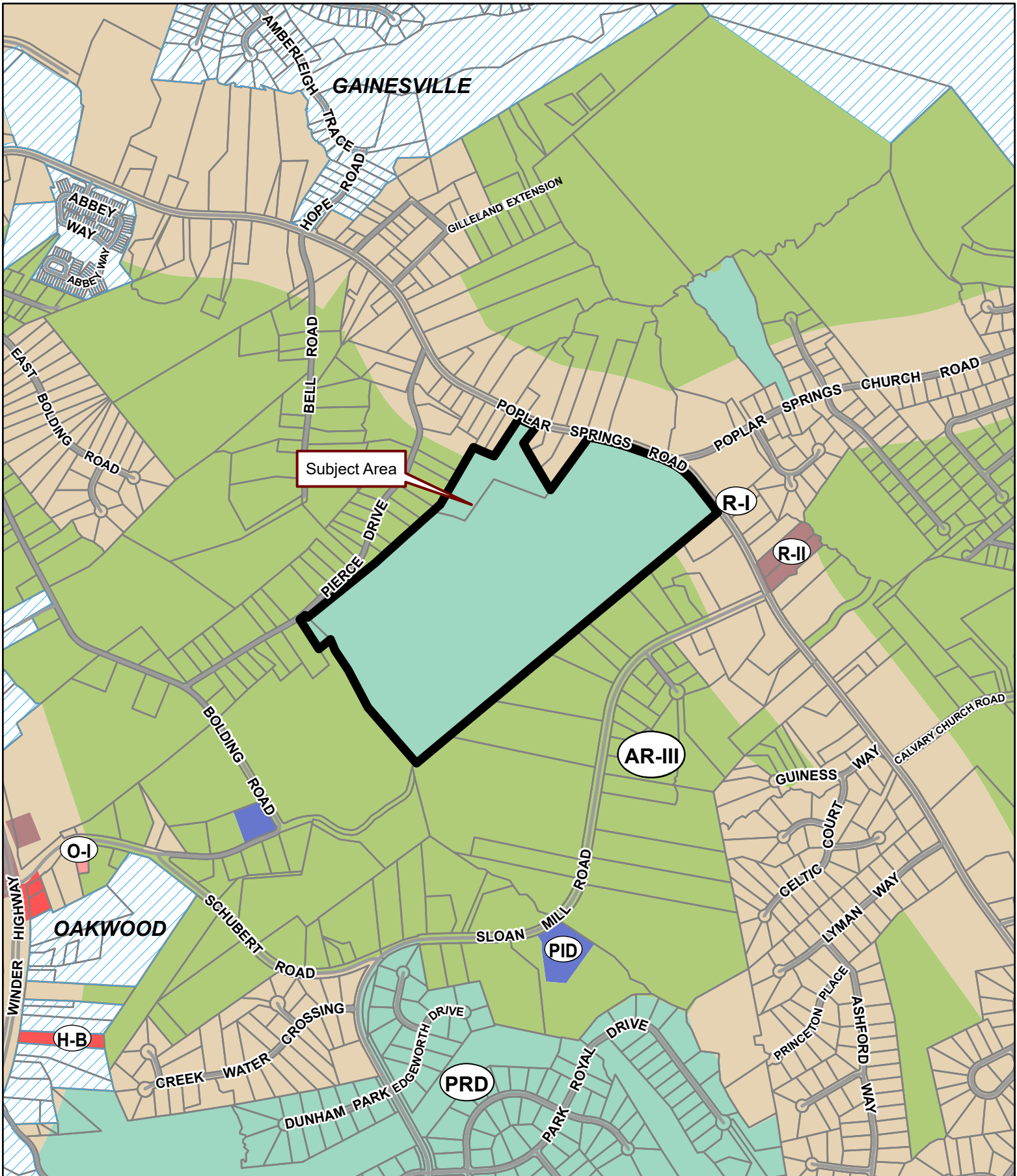
TYPICAL LOT LAYOUT

NTS



TYPICAL LOT LAYOUT

NTS

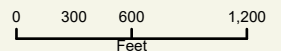


Applicant: CLINT DIXON FOR CLAYTON PROPERTIES GROUP, INC

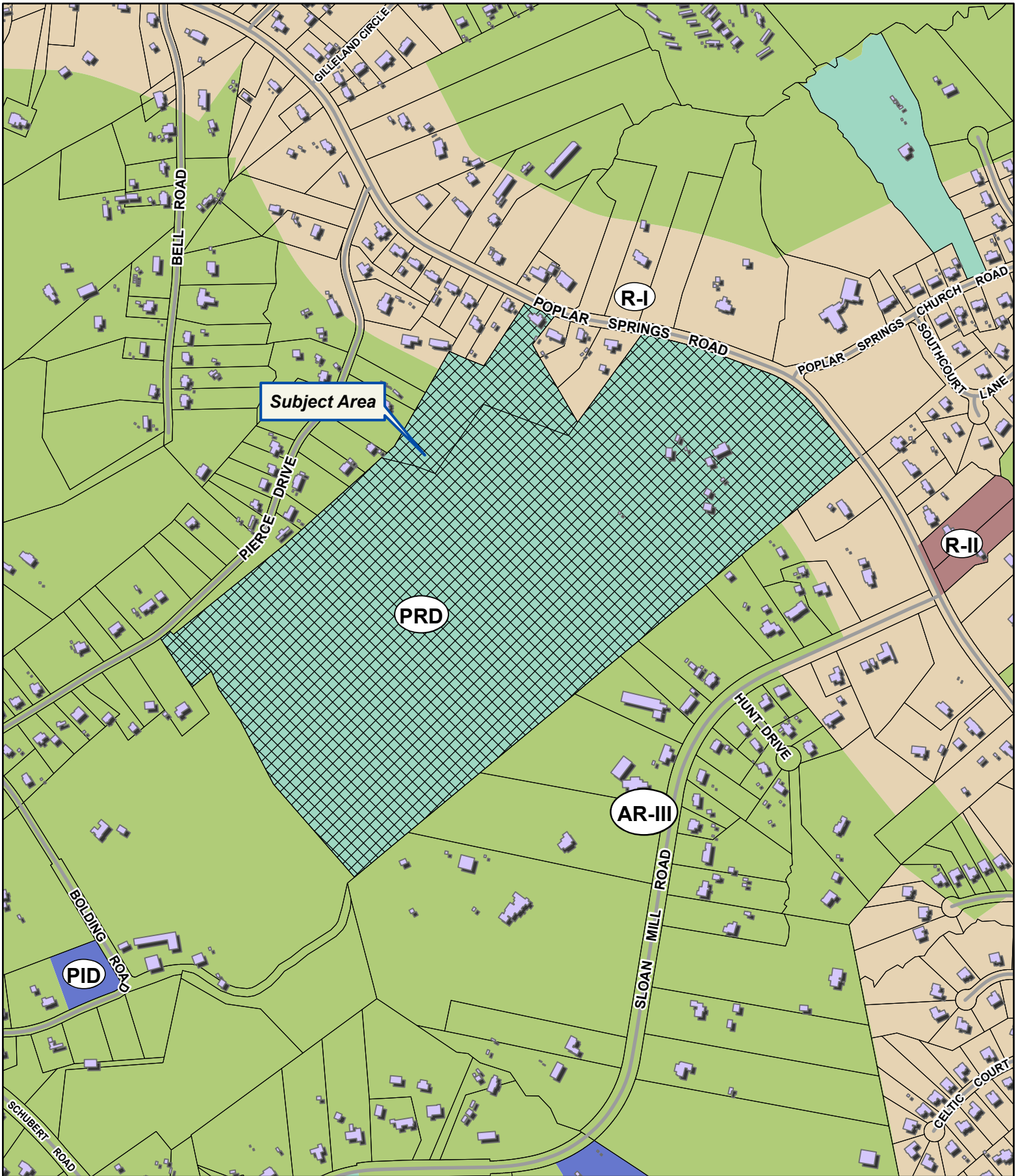
Tax Parcel #: 15036A000001, 000003, & 000011

Location: 3580 & 3526 POPLAR SPRINGS ROAD
& 3601 PIERCE DRIVE, GAINESVILLE, GA 30507

Commission District 1 PC Mtg. Date: 01/16/24



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

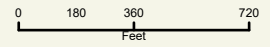


Applicant: CLINT DIXON FOR CLAYTON PROPERTIES GROUP, INC

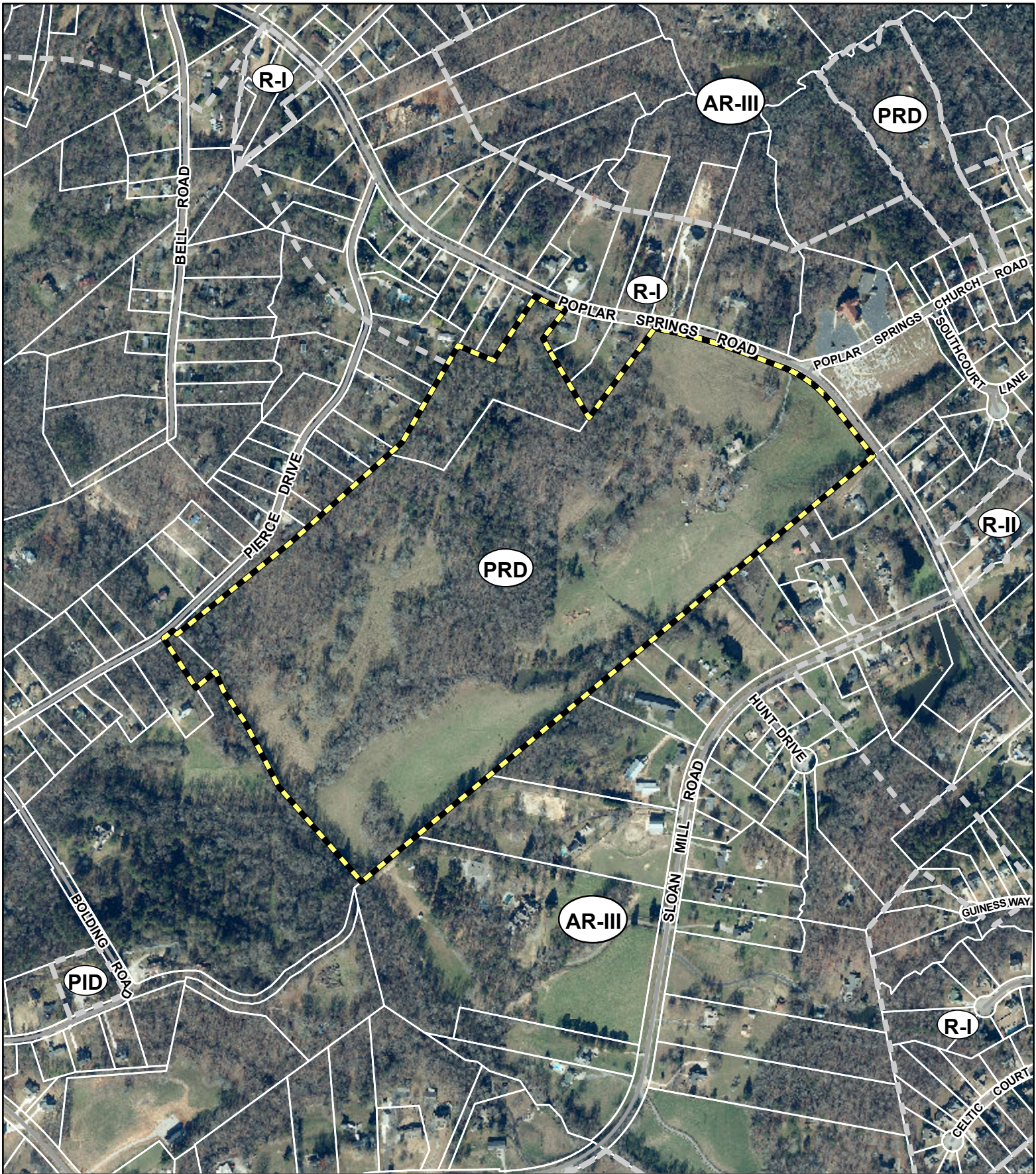
Tax Parcel #: 15036A000001, 000003, & 000011

Location: 3580 & 3526 POPLAR SPRINGS ROAD
 & 3601 PIERCE DRIVE, GAINESVILLE, GA 30507

Commission District 1 PC Mtg. Date: 01/16/24



- Zoning Boundary
 - City Limits
 - ▣ Subject Area
 - Structure
- N
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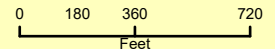
Applicant: CLINT DIXON FOR CLAYTON PROPERTIES GROUP, INC




Tax Parcel #: 15036A000001, 000003, & 000011

Location: 3580 & 3526 POPLAR SPRINGS ROAD
& 3601 PIERCE DRIVE, GAINESVILLE, GA 30507

Commission District 1

PC Mtg. Date: 01/16/24



-  Zoning Boundary
-  City Limits
-  Subject Area









Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Monday, December 11, 2023 9:49 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 1.16.23

Please find Environmental Health comments below:

Item 1, 1047 Jordan Drive, Williams: No comment, public sewer.

Item 2, 9 Mike Drive, Romero: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 3, 3580/3526 Poplar Springs Rd, 3601 Pierce, Clayton Properties: No comment, public sewer.

Item 4, 4363 Sardis Road, Grace of Georgia: No comment, public sewer.

Item 5, 4670 Union Church, Ridgeline: No comment, public sewer.

Item 6, 2554 White Sulphur, CMWB Company: No comment, public sewer.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (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)

Subject: FW: Tentative Planning Agenda for January 16, 2024

From: Chavers, Veronica E <VChavers@dot.ga.gov>

Sent: Thursday, December 14, 2023 2:45 PM

To: Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>; Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>

Subject: RE: Tentative Planning Agenda for January 16, 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 in red below

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>

Sent: Thursday, December 7, 2023 3:11 PM

Subject: Tentative Planning Agenda for January 16, 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.

Good afternoon –

Here is the Tentative Agenda and Maps for the **Tuesday, January 16, 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 **Thursday, December 14th**. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – January 2, 2023

NEW BUSINESS

1. [1047 Jordan Drive | Variance | 17.240.010 to reduce the front yard setback requirement from 55 feet to 31 feet from centerline of road | on a 0.25± acre tract located on the south side of Jordan Drive, approximately 232 feet from its intersection with Cooley Drive | Zoned R-II, Tax Parcel 00140A000023 & 22 | Proposed Use: bring an existing deck into compliance | * Commission District 4 | Ricky Williams, applicant. No GDOT coordination required](#)
2. [9 Mike Drive | Variance | 17.240.010 to reduce the rear yard setback requirement from 20 feet to 10 feet from property line | on a 0.56± acre tract located at the corner of Mike Drive and Ophelia Drive | Zoned R-I, Tax Parcel 08014 003011 | Proposed Use: being an existing accessory building into compliance | * Commission District 4 | Efrain Romero, applicant. No GDOT coordination required](#)

3. [3580 and 3526 Poplar Springs Road and 3601 Pierce Drive | Amend Conditions of a PRD](#) | on a combined 97.48± acre tract located on the south side of the Poplar Springs Road at its intersection with Poplar Springs Church Road | Zoned PRD; Tax Parcel 15036A000001, 000003 & 000011 | [Proposed Use: 192-lot single-family development](#) | ** Commission District 1 | [Clint Dixon for Clayton Properties Group, Inc, applicant.](#) **GDOT coordination required for driveway access on Poplar Springs Rd**
4. [4363 Sardis Road | Rezone](#) | from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on a on a 41.71± acre parcel located on the west side of Sardis Road, approximately 361 feet from its intersection with Short Road | Zoned AR-III; Tax Parcel 10075 000004 | [Proposed use: 125-lot single-family development](#) | ** Commission District 2 | [Grace of Georgia Developments, LLC, applicant.](#) **No GDOT coordination required**
5. [4670 Union Church Road | Amend Conditions of a PRD](#) | on a 50.75± acre tract located on the east side of Union Church Road, approximately 166 feet from its intersection with Steeple Chase Lane | Zoned PRD; Tax Parcel 15043 000001 | [Proposed Use: 100-lot single-family development](#) | ** Commission District 1 | [Ridgeline Land Planning, Inc. applicant.](#) **No GDOT coordination required**
6. [2554 White Sulphur Road | Rezone](#) | from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) | on a 11.94± acre tract on the east side of White Sulphur Road, approximately 230 feet from its intersection with Ramsey Circle | Zoned AR-III; Tax Parcel 15020C000005 | [Proposed Use: 53-unit townhome development](#) | ** Commission District 3 | [CMWB Company, LLC, applicant.](#) **No GDOT coordination required**

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, February 22, 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 22, 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/trafficking-in-georgia>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.



Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

From: Bill Nash, Director of Public Works and Utilities

Date: December 15, 2023

t: 770.531.6800 | f: 770.531.3945

Subject: January 16, 2024 - Hall County Planning Commission Agenda

DIRECTOR
Srikanth Yamala

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the January 16, 2024 meeting. Upon review, we provide the following comments.

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

NEW BUSINESS

1. [1047 Jordan Drive | Variance | 17.240.010 to reduce the front yard setback requirement from 55 feet to 31 feet from centerline of road | on a 0.25± acre tract located on the south side of Jordan Drive, approximately 232 feet from its intersection with Cooley Drive | Zoned R-II, Tax Parcel 00140A000023 & 22 | Proposed Use: bring an existing deck into compliance | * Commission District 4 | Ricky Williams, applicant.](#)
 - a. **Engineering:** No Comment
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

2. [9 Mike Drive | Variance | 17.240.010 to reduce the rear yard setback requirement from 20 feet to 10 feet from property line | on a 0.56± acre tract located at the corner of Mike Drive and Ophelia Drive | Zoned R-I, Tax Parcel 08014 003011 | Proposed Use: being an existing accessory building into compliance | * Commission District 4 | Efrain Romero, applicant.](#)
 - a. **Engineering:** No Comment
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

3. [3580 and 3526 Poplar Springs Road and 3601 Pierce Drive | Amend Conditions of a PRD | on a combined 97.48± acre tract located on the south side of the Poplar Springs Road at its intersection with Poplar Springs Church Road | Zoned PRD; Tax Parcel 15036A000001, 000003 & 000011 | Proposed Use: 192-lot single-family development | ** Commission District 1 | Clint Dixon for Clayton Properties Group, Inc, applicant.](#)
 - a. **Engineering:** Show FEMA and Hall County studied Flood plains that are present on site
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:** GDOT permit for access off Poplar Spring Rd.
 - c. **Utilities:** City of Oakwood
4. [4363 Sardis Road | Rezone | from Agricultural Residential III \(AR-III\) to Planned Residential Development \(PRD\) on a on a 41.71± acre parcel located on the west side of Sardis Road, approximately 361 feet from its intersection with Short Road | Zoned AR-III; Tax Parcel 10075 000004 | Proposed use: 125-lot single-family development | ** Commission District 2 | Grace of Georgia Developments, LLC, applicant.](#)
- a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
Show stream buffer and impervious setback from wretched vegetation not centerline of stream
 - b. **Traffic:** Per Hall County code 16.60.290, a left turn lane (in addition to a decel lane) is required.
Roadways depicted in the site do not meet Hall County subdivision regulations (Hall County Code Title 16). Any variances to these regulations will need to specific, justified and considered/approved during the rezoning process.
Dual cul-de-sacs depicted on one roadway is not permitted.
No parking spaces along roadways permitted. Mail kiosk site will need to be modified per our typical.
 - c. **Utilities:** Hall County/ Gainesville sewer district- no connection within feasible distance.
5. [4670 Union Church Road | Amend Conditions of a PRD | on a 50.75± acre tract located on the east side of Union Church Road, approximately 166 feet from its intersection with Steeple Chase Lane | Zoned PRD; Tax Parcel 15043 000001 | Proposed Use: 100-lot single-family development | ** Commission District 1 | Ridgeline Land Planning, Inc. 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:** No Comment
6. [2554 White Sulphur Road | Rezone | from Agricultural Residential III \(AR-III\) to Planned Residential Development \(PRD\) | on a 11.94± acre tract on the east side of White Sulphur Road, approximately 230 feet from its intersection with Ramsey Circle | Zoned AR-III; Tax Parcel 15020C000005 | Proposed Use: 53-unit townhome development | ** Commission District 3 | CMWB Company, LLC, applicant.](#)
- a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
Show stream buffer and impervious setback from wretched vegetation not centerline of stream.

- b. **Traffic:** Access along White Sulphur Road must be reviewed/approved/permited through the City of Gainesville. Internal roadways depicted in the site plan do not meet Hall County regulations (hall County Code Title 16). Any variance will need to be specific, justified and considered/approved during the rezoning process. This would include, but not be limited to, curve radius, no dead end roads, etc.
On street parking spaces are not permitted by Hall County code.
Mail kiosk design does not meet county requirements.
- c. **Utilities:** City of Gainesville sewer district

Anael Dominguez (CDI: Planning)

From: John Tucker (Fire Services)
Sent: Tuesday, December 12, 2023 4:18 PM
To: John Hornick (Fire Services); Michael Vieira (Fire Services); Jeff Suggs (Fire Services); Cacey B. Henderson (Fire Services)
Cc: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Subject: RE: Tentative Planning Agenda for January 16, 2024

1. [4670 Union Church Road | Amend Conditions of a PRD | on a 50.75± acre tract located on the east side of Union Church Road, approximately 166 feet from its intersection with Steeple Chase Lane | Zoned PRD; Tax Parcel 15043 000001 | Proposed Use: 100-lot single-family development | ** Commission District 1 | Ridgeline Land Planning, Inc. applicant.](#)

Fire department comments. There are too many sites for a single access road. 120-3-3 appendix D. There are no proposed hydrants in the subdivision.

1. [2554 White Sulphur Road | Rezone | from Agricultural Residential III \(AR-III\) to Planned Residential Development \(PRD\) | on a 11.94± acre tract on the east side of White Sulphur Road, approximately 230 feet from its intersection with Ramsey Circle | Zoned AR-III; Tax Parcel 15020C000005 | Proposed Use: 53-unit townhome development | ** Commission District 3 | CMWB Company, LLC, applicant.](#)

Fire department comments. There are no proposed hydrants. There are no road widths listed on the plans to see if they meet IFC 2018 requirements. There is no scale to measure distances. Plans are not stamped by architect.

1. [4363 Sardis Road | Rezone | from Agricultural Residential III \(AR-III\) to Planned Residential Development \(PRD\) on a on a 41.71± acre parcel located on the west side of Sardis Road, approximately 361 feet from its intersection with Short Road | Zoned AR-III; Tax Parcel 10075 000004 | Proposed use: 125-lot single-family development | ** Commission District 2 | Grace of Georgia Developments, LLC, applicant.](#)

Fire department comments, There are no proposed hydrants in the subdivision.

[3580 and 3526 Poplar Springs Road and 3601 Pierce Drive | Amend Conditions of a PRD | on a combined 97.48± acre tract located on the south side of the Poplar Springs Road at its intersection with Poplar Springs Church Road | Zoned PRD; Tax Parcel 15036A000001, 000003 & 000011 | Proposed Use: 192-lot single-family development | ** Commission District 1 | Clint Dixon for Clayton Properties Group, Inc. applicant.](#)

Fire department comments, There are too many sites for a single access road. 120-3-3 appendix D. There are no proposed hydrants in the subdivision.

1. [9 Mike Drive | Variance | 17.240.010 to reduce the rear yard setback requirement from 20 feet to 10 feet from property line | on a 0.56± acre tract located at the corner of Mike Drive and Ophelia Drive | Zoned R-I, Tax Parcel 08014 003011 | Proposed Use: being an existing accessory building into compliance | * Commission District 4 | Efrain Romero, applicant.](#)

Fire department has no comments on this proposal.

1. [1047 Jordan Drive | Variance | 17.240.010 to reduce the front yard setback requirement from 55 feet to 31 feet from centerline of road | on a 0.25± acre tract located on the south side of Jordan Drive, approximately 232 feet from its intersection with Cooley Drive | Zoned R-II, Tax Parcel 00140A000023 & 22 | Proposed Use: bring an existing deck into compliance | * Commission District 4 | Ricky Williams, applicant.](#)

Fire department has no comments on this proposal.

ZONING NOTICE

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

APPLICANT: CLINT DIXON FOR CLAYTON PROPERTIES

REQUEST:
AMEND CONDITIONS OF PRD FOR A 192-LOT
SINGLE-FAMILY DEVELOPMENT

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: JAN 16, 2024

Time: 5:15 PM

COUNTY COMMISSION

Date: FEB 22, 2024

Time: 6:00 PM

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: 770-521-3300

ZONING NOTICE

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

APPLICANT: **CHINT DIXON FOR CLAYTON PROPERTIES**

REQUEST: **AMEND CONDITIONS OF PRO FOR A 192 LOT SINGLE FAMILY DEVELOPMENT**

HEARING WILL BE HELD ON:

PLANNING COMMISSION & ZONING COMMISSION

Date: **JAN 16, 2024** Date: **FEB 22, 2024**

Time: **5:15 PM** Time: **12:00 PM**

FOR MORE INFORMATION CALL: **706-335-1234**



AGENDA ITEM

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

REPORT TO: Work Session (02/19/24)

REPORT TO: Voting Meeting (02/22/24)

ITEM NO: 54/2024

SUBJECT: **4670 Union Church Road | Amend Conditions |** of a Planned Residential Development (PRD) on a 50.75± acre tract located on the east side of Union Church Road, approximately 166 feet from its intersection with Steeple Chase Lane | Zoned PRD; Tax Parcel 15043 000001 | **Proposed Use: 100-lot single-family residential development |** Commission District 1 | **Ridgeline Land Planning, Inc. applicant.**

Meetings:

Work Session Date: 02/19/24

Voting Meeting Date: 02/22/24

Executive Summary:

Presenter: BG

Recommendation:

Approval.

Conditions:

1. All previous conditions of zoning included herein shall apply as listed below:
 - a. The development shall generally occur as depicted on the site plan and described in the project narrative. Minimum lot standards shall be as follows:
 - i. Minimum lot width: 50 feet
 - ii. Minimum lot depth: 125 feet
 - iii. Minimum lot area: 6,250 square feet
 - iv. Minimum average lot area: 8,000 square feet
 - v. Front setback: 20 feet from right of way with minimum of 25 feet from rear of sidewalk to face of garage
 - vi. Side setback: 5 feet, subject to Fire Department approval
 - vii. Rear setback: 20 feet
 - b. There shall be no more than 125 total units in the development, equaling a density of 2.5 units per acre.
 - c. 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."
 - d. A 6-foot-tall wooden privacy fence will be constructed along the northern property line adjacent to parcel #15043 000203 within 60 days of issuance of the land disturbance permit (LDP).
 - e. The northern entrance depicted on the site plan nearest to Steeple Chase Lane shall be removed. The southern entry shall be the only entrance provided and shall include a deceleration lane.
2. The property shall be developed in accordance with the project narrative dated November 16, 2023 and site plan dated June 21, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
3. Front-entry garage orientation may be semi-flush with the front façade, measuring between 5 and 20 feet behind the front façade or extending the same measurement toward the street. Garage door width shall not exceed 43% of the width of the front façade of the residence.
4. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Homes shall be consistent with the submitted renderings. Final review and approval of building elevations is subject to the Director of Community Development and Infrastructure, or their designee.
5. The development shall be limited to a maximum of two (2) model homes prior to recording of the final plat.
6. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.

Purpose of Request:

4670 Union Church Road | Amend Conditions | of a Planned Residential Development (PRD) on a 50.75± acre tract located on the east side of Union Church Road, approximately 166 feet from its intersection with Steeple Chase Lane | Zoned PRD; Tax Parcel 15043 000001 | Proposed Use: 100-lot single-family residential development | Commission District 1 | Ridgeline Land Planning, Inc. applicant.

History:

Facts and Issues:

Options:

Funding Requested

\$ 0.00

Are funds within current budget?

No

Source of Funds

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

No

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Attorney	Administration
AD	RD	WLI	CR
Clerk			
JR			

Attachments:

- Board Memo
- Recommendation Report
- Application
- Narrative
- Site Plan
- Maps
- Renderings
- Deed
- Connection to Pulte
- Environmental Health Comments
- GDOT Comments
- Public Works Comments
- Fire Comments
- Notice Sign Photos



Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

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

From: Randi Doveton, Director of Planning & Development

Date: February 5, 2024

Subject: **4670 Union Church Road | Amend Conditions |** of a Planned Residential Development (PRD) on a 50.75± acre tract | **Proposed Use: 100-lot single-family development | Ridgeline Land Planning, Inc. applicant.**

The request before you is the request of Ridgeline Land Planning, Inc to Amend Conditions of a Planned Residential Development (PRD) to allow a 100-lot single-family development. This item is located within Commission District 1.

At their January 16, 2024 meeting, the Hall County Planning Commission voted to recommend approval with six (6) conditions **(5-0)**.

In the recommended conditions, the Planning Commission allowed a maximum amount of **125** total units for a density of 2.5 units per acre.

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. All previous conditions of zoning included herein shall apply as listed below:
 1. The development shall generally occur as depicted on the site plan and described in the project narrative. Minimum lot standards shall be as follows:
 - a. Minimum lot width: 50 feet
 - b. Minimum lot depth: 125 feet
 - c. Minimum lot area: 6,250 square feet
 - d. Minimum average lot area: 8,000 square feet

- e. Front setback: 20 feet from right of way with minimum of 25 feet from rear of sidewalk to face of garage
 - f. Side setback: 5 feet, subject to Fire Department approval
 - g. Rear setback: 20 feet
2. There shall be no more than 125 total units in the development, equaling a density of 2.5 units per acre.
 3. 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."
 4. A 6-foot-tall wooden privacy fence will be constructed along the northern property line adjacent to parcel #15043 000203 within 60 days of issuance of the land disturbance permit (LDP).
 5. The northern entrance depicted on the site plan nearest to Steeple Chase Lane shall be removed. The southern entry shall be the only entrance provided and shall include a deceleration lane.
2. The property shall be developed in accordance with the project narrative dated November 16, 2023 and site plan dated June 21, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
 3. Front-entry garage orientation may be semi-flush with the front façade, measuring between 5 and 20 feet behind the front façade or extending the same measurement toward the street. Garage door width shall not exceed 43% of the width of the front façade of the residence.
 4. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Homes shall be consistent with the submitted renderings. Final review and approval of building elevations is subject to the Director of Community Development and Infrastructure, or their designee.
 5. The development shall be limited to a maximum of two (2) model homes prior to recording of the final plat.
 6. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Ridgeline Land Planning

Request Use Subject to County Commission Approval | Amend Condition of Planned Residential Development (PRD [17.180.060](#))

Proposed Use Single-family residential development

Size 50.75± acres

Zoning Planned Residential Development (PRD, [17.180.060](#))

Location **4670 Union Church Road** | Tax Parcels 15043 000001

Commission District One

Planning Commission Date January 16, 2024

Staff Recommendation **Approval, with conditions** as the proposed amendment does not represent a substantial deviation from the Planned Residential Development (PRD, [17.180.060](#)) requirements

Planning Commission Recommendation.....**Approval, with conditions**
Vote: 5-0

Planning Commission Conditions:

1. All previous conditions of zoning included herein shall apply as listed below:
 1. The development shall generally occur as depicted on the site plan and described in the project narrative. Minimum lot standards shall be as follows:
 - a. Minimum lot width: 50 feet
 - b. Minimum lot depth: 125 feet
 - c. Minimum lot area: 6,250 square feet
 - d. Minimum average lot area: 8,000 square feet
 - e. Front setback: 20 feet from right of way with minimum of 25 feet from rear of sidewalk to face of garage
 - f. Side setback: 5 feet, subject to Fire Department approval

residence, as well as allowing for the garage door width to measure 43% of the front façade as opposed to 40%. Additionally, the applicant is requesting approval for two model home permits. The original rezoning application in 2022 did not include any specific architectural designs and therefore would be required to meet the standards of the PRD code.

The amended development standards for the project are described in the table below and are compared with the current Planned Residential Development requirements, (PRD, [17.180.060](#)):

Standard	PRD Requirement (17.180.060)	Proposed Development
Garage – % of front façade	40% of the width of the residence (semi-flush front entry)	Garage door located <u>behind</u> the front façade of the residence* 43% of the width of the residence*
Note: Items marked with an asterisk (*) do not conform to 17.180.060 .		

No other modifications to the originally approved zoning conditions were requested.

Based on the future land-use plan, staff finds the requested zoning designation is not consistent with the Hall County [Comprehensive Plan](#). The [Comprehensive Plan’s](#) future land use designation for the subject parcels is “Residential.” The intent of this land use category is to preserve established neighborhoods and create new residential development consistent with surrounding suburban densities. Future development is envisioned to consist of detached single-family homes at a density of no greater than two unit per acre.

Zoning Analysis

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

1. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed use associated with the requested amendment to the Planned Residential Development (PRD [17.180.060](#)) is similar in use, development and zoning of adjacent and nearby properties; however, higher in density.**
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 amendments will adversely affect the existing use or usability of adjacent or nearby property.**
3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **Yes, the property has reasonable economic use as currently zoned, Planned Residential Development (PRD [17.180.060](#)).**
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 amendment of conditions 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; **Garage door orientation is not specifically referenced within the Comprehensive Plan. The subject property falls within the "Residential" land use designation.**
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 15043 000001 is currently undeveloped, with no record of past improvements upon the land. The subject parcel was rezoned from Agricultural Residential-III (AR-III, 17.110) to Planned Residential Development (PRD, 17.180.060) in 2022.**
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **There are no known changing conditions affecting the use or development of the property.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The current request is a conditional use request, and is intended to amend conditions of an existing PRD. Per the Official Code of Hall County, the Planned Development District (17.180) is to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment.**
12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the neighborhood or the county.**

14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are no other properties within the county that are currently zoned to support the specific development being proposed without requiring zoning action.**
15. Whether the need for rezoning could be handled instead by a variance request to the zoning board of adjustment; **No, the request could not be handled instead by a variance.**
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

A Planned Residential Development (PRD, [17.180.080](#)) allows for more flexibility in the design and development of the property. This provides for a mixture of housing types and encourages maximum use of natural features through proper site planning measures. The development should conform to the existing character and development pattern of the surrounding area.

[17.350.040](#) - Submission requirements for a conditional use request

An application shall be submitted to the planning department at least 30 working days prior to the date of the planning commission meeting or zoning board of adjustment meeting at which the application is to be considered. The completed application shall be accompanied by payment of such fee prescribed in [chapter 17.30](#) hereof to cover administrative and advertising costs. The following items of information shall be supplied by the applicant as set forth in [chapter 17.350](#). **The applicant submitted to the planning department more than 30 days prior to the meeting date and has paid the application fee.**

[17.380.050](#) - Submission requirements

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in [chapter 17.30](#) to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **Proposal meets the requirement. Applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
 1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **Proposal does provide a narrative outlining amendment request; 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 an approved rezoning site plan; however, information about adjacent properties has not been provided.**
- C. For any application for a slow rate land treatment system (see [chapter 17.20](#)), the following additional requirements apply. **This standard is not applicable to the applicant's request.**
- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **A traffic impact study was conducted for the original proposed development in 2022. Suggested improvements have been included in the conditions of approval.**

Development Support and Constraints

Hall County Environmental Health

In an email dated December 11, 2023, Emily McGahee stated "No comment, public sewer."

Hall County Fire Marshal

In an email dated December 12, 2023, John Tucker with Fire Services stated the following:

"Fire department comments. There are too many sites for a single access road. 120-3-3 appendix D. There are no proposed hydrants in the subdivision."

Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated December 15, 2023, Bill Nash, Director, stated the following:

Engineering:

This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream

Traffic:

No comment

Utilities:

No comment

Georgia Department of Transportation

In an email dated December 14, 2023, Veronica Chavers, D1TO Civil Engineer 3, stated GDOT coordination would be required for this development.

➤ **Excerpts from the minutes of the January 16, 2024 meeting**

Applicant's Presentation:

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

Garren Smith, 2475 North Winds Parkway, Alpharetta, presented the request.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Mr. Braswell requested clarification of the request. The applicant stated that they are requesting to amend conditions for an increase of garage width, two model home permits, and elevations of the development.

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

Conditions:

1. All previous conditions of zoning included herein shall apply as listed below:
 1. The development shall generally occur as depicted on the site plan and described in the project narrative. Minimum lot standards shall be as follows:
 - a. Minimum lot width: 50 feet
 - b. Minimum lot depth: 125 feet
 - c. Minimum lot area: 6,250 square feet
 - d. Minimum average lot area: 8,000 square feet
 - e. Front setback: 20 feet from right of way with minimum of 25 feet from rear of sidewalk to face of garage
 - f. Side setback: 5 feet, subject to Fire Department approval
 - g. Rear setback: 20 feet
 2. There shall be no more than 125 total units in the development, equaling a density of 2.5 units per acre.
 3. 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."

4. A 6-foot-tall wooden privacy fence will be constructed along the northern property line adjacent to parcel #15043 000203 within 60 days of issuance of the land disturbance permit (LDP).
5. The northern entrance depicted on the site plan nearest to Steeple Chase Lane shall be removed. The southern entry shall be the only entrance provided and shall include a deceleration lane.
2. The property shall be developed in accordance with the project narrative dated November 16, 2023 and site plan dated June 21, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
3. Front-entry garage orientation may be semi-flush with the front façade, measuring between 5 and 20 feet behind the front façade or extending the same measurement toward the street. Garage door width shall not exceed 43% of the width of the front façade of the residence.
4. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Homes shall be consistent with the submitted renderings. Final review and approval of building elevations is subject to the Director of Community Development and Infrastructure, or their designee.
5. The development shall be limited to a maximum of two (2) model homes prior to recording of the final plat.
6. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.

PLANNING AND DEVELOPMENT DEPARTMENT
 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
 MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
 t: 770-531-6809 | f: 770-521-3902



CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)	Property Owner (Name & Mailing Address)
Ridgeline Land Planning, Inc.	<u>Pulte Home Company LLC</u>
<u>196 Belaire Court</u>	<u>2475 Northwinds Parkway #600</u>
<u>Winder, GA 30680</u>	<u>Alpharetta, GA 30009</u>
Phone <u>678-618-2037</u>	Phone <u>678-492-0229</u>
Email Address <u>holt@ridgelineplanning.com</u>	Email Address <u>garen.smith@pulte.com</u>
Proposed Use <u>residential subdivision</u>	

Contact Person (Name & Mailing Address)	Status of Applicant	Requested Action
<u>Garen W Smith</u>	<input checked="" type="checkbox"/> Owner	Permissive Use:
<u>2475 Northwinds Parkway #600</u>	<input type="checkbox"/> Option to Purchase	<input type="checkbox"/> HCPC <input checked="" type="checkbox"/> HCC
<u>Alpharetta, GA 30009</u>	<input type="checkbox"/> Area Resident	Fee: \$ <u>1,500</u>
Phone <u>678-492-0229</u>	<input type="checkbox"/> Other	Receipt #: _____
Email Address <u>garen.smith@pulte.com</u>	Zoning: <u>PRD</u>	Check #: _____
Tax Parcel Number <u>15043 000001</u>	Acreage <u>50.75</u>	
Location Address <u>4670 Union Church Rd, Flowery Branch GA</u>		

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

Sign Date: 11/17/2023

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

Application Withdrawal: I hereby withdraw the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____

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

County Commission District: _____

AUTHORIZATION OF PROPERTY OWNERS

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

Name of owner(s) Pulte Home Company LLC

Address 2475 Northwinds Parkway #600
Alpharetta, GA 30009

Phone Number 678-492-0229

Name of applicant(s) Ridgeline Land Planning, Inc.

Address 196 Belaire Court
Winder, GA 30680

Phone Number 678-618-2037

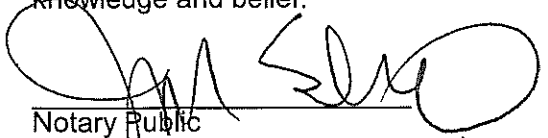
I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

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

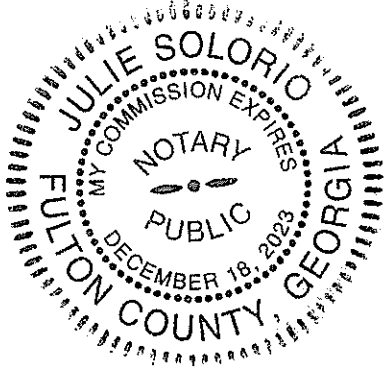
Signature of Owner(s)
Gary W. Smith Div VP Land Acquisition Pulte Group

Personally appeared before me

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


Notary Public

_____ Date



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have** _____ I have not X

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


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

Name of Official(s): _____ NA _____

Office: _____ NA _____

Dollar Amount: _____ NA _____

Date of Contribution: _____ NA _____

Applicant's/Owner's Signature: _____  _____

Date: _____ 11/17/2023 _____

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

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:

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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

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

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

Name of Official(s): N/A

Office: N/A

Dollar Amount: N/A

Date of Contribution: N/A

Applicant's/Owner's Signature: Garen W Smith

Date: 11-14-23

Applicant's/Owner's Name (Printed): Garen W Smith
Div VP Land Acquisition

Ridgeline Land Planning, Inc

RE: 4670 Union Church Road PUD Amendment

November 16, 2023

Randi Doveton
Director of Planning and Development
Hall County Community Development and Infrastructure

Dear Randi:

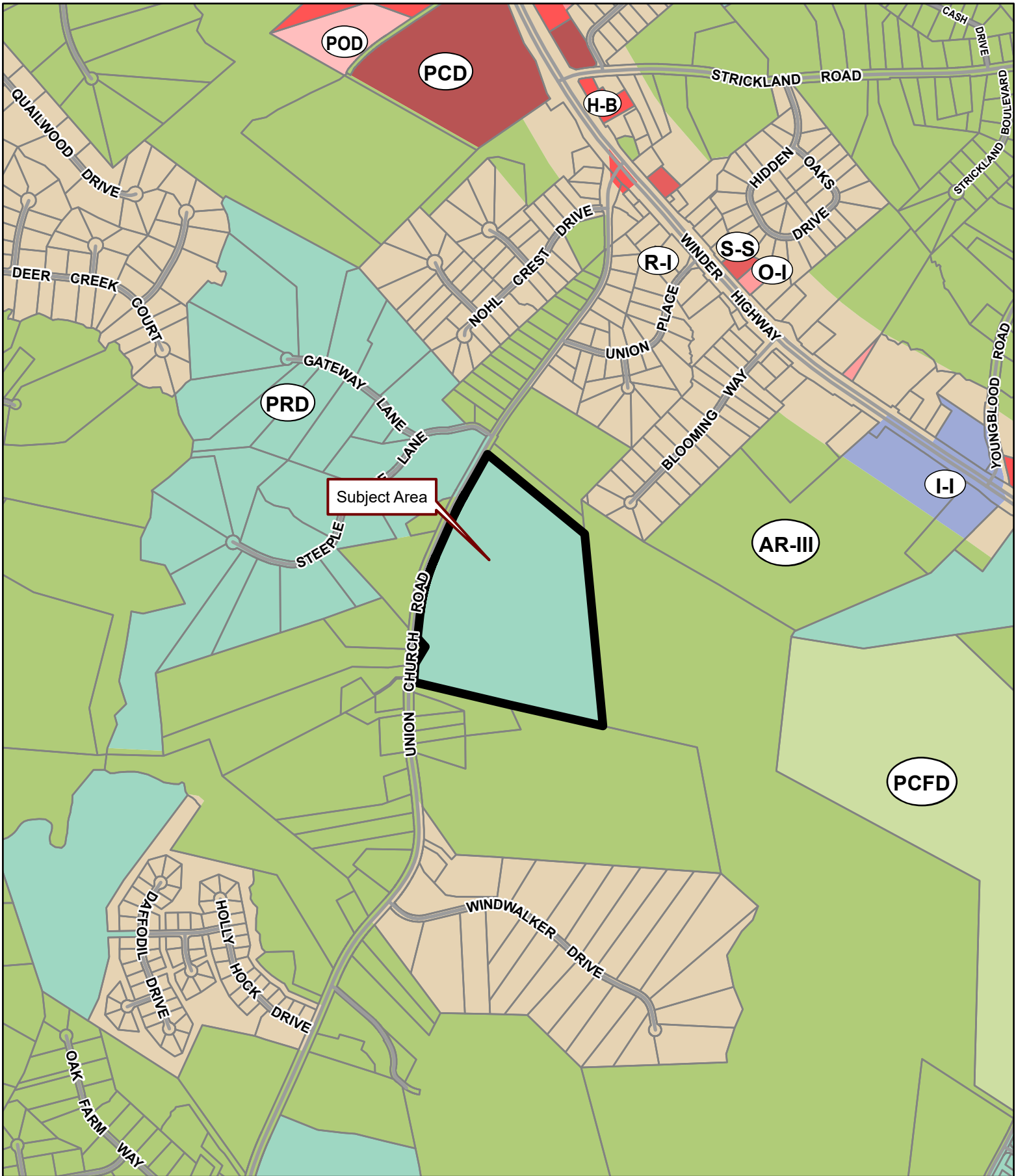
The applicant wishes to amend the existing PUD zoning for 4670 Union Church Road to further clarify the typical product elevations and garage placement. The applicant seeks approval to (1) add the attached elevations to the PUD zoning showing garage placement, (2) add a condition for 2 early model home permits and (3) clarify the carriage-style garage doors may be up to 43% of the front façade of the home instead of 40%.

The homes will be consistent with the original application (the applicant is proposing a minimum heated floor area of 2,000 square feet for single story homes and 2,200 square feet for two story homes). This PRD modification application includes detailed architectural design guidelines and standards to replace PRD Code Section 17.180.060.(B) 9. Architectural standards. The original approved PUD zoning included only a lot exhibit and lacked a detailed product description and strict application of the ordinance may result in the homes encroaching, or not fitting, within the approved side setbacks without removing the typical 12" roof overhang, which is common in other PUD zonings and for higher-end homes in Hall County, generally.

Attached are the proposed product elevations that go with the lot exhibit garage placement that was approved on June 22, 2022.

Sincerely,

Holt Persinger



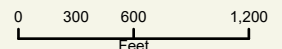
Applicant: RIDGELINE LAND PLANNING, INC

Tax Parcel #: 15043 000001

Location: 4670 UNION CHURCH ROAD, FLOWERY BRANCH, GA 30542

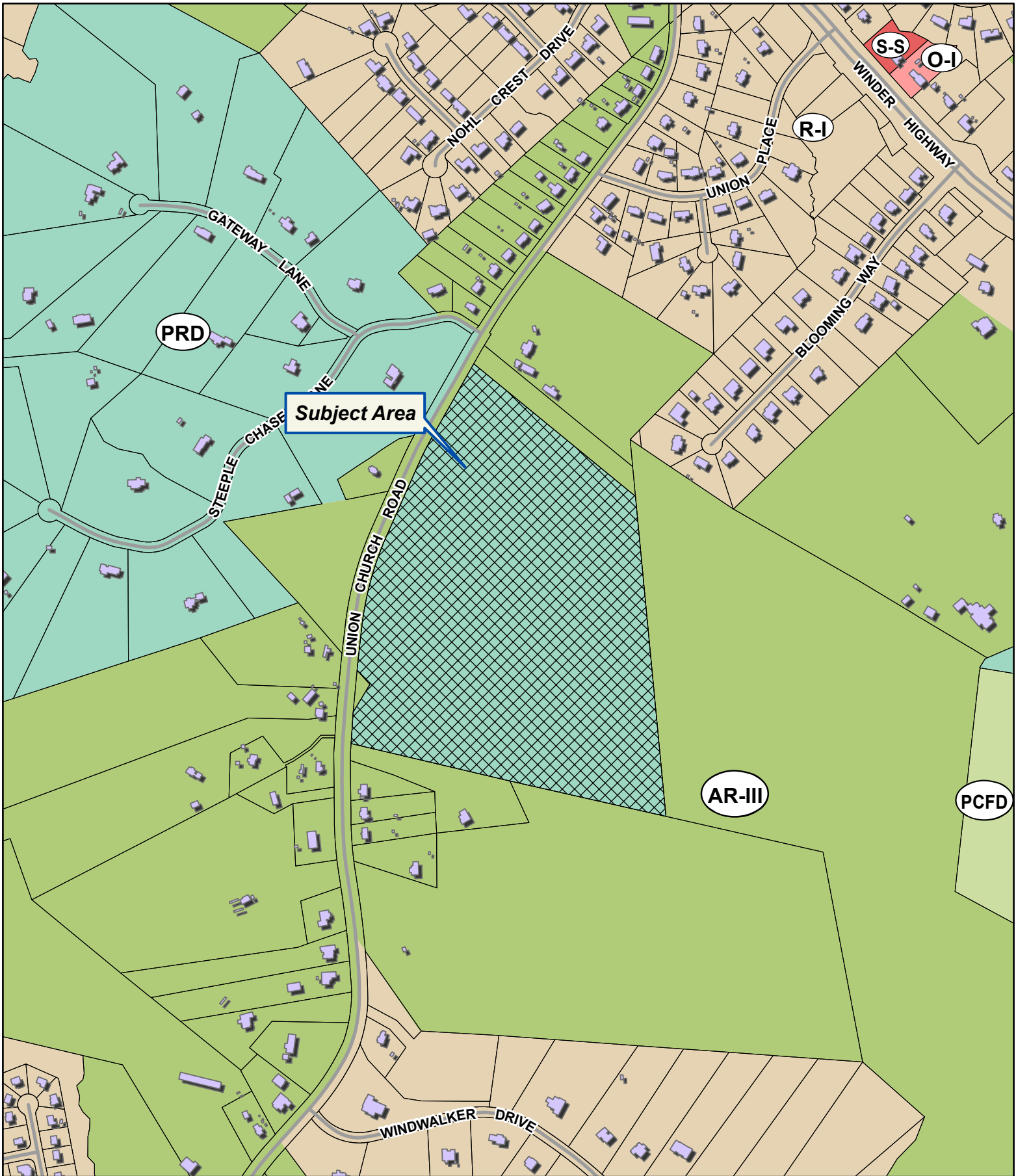
Commission District 1

PC Mtg. Date: 01/16/24



- Zoning Boundary
- City Limits
- Subject Area
- Structure





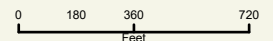
Applicant: RIDGELINE LAND PLANNING, INC

Tax Parcel #: 15043 000001

Location: 4670 UNION CHURCH ROAD, FLOWERY BRANCH, GA 30542

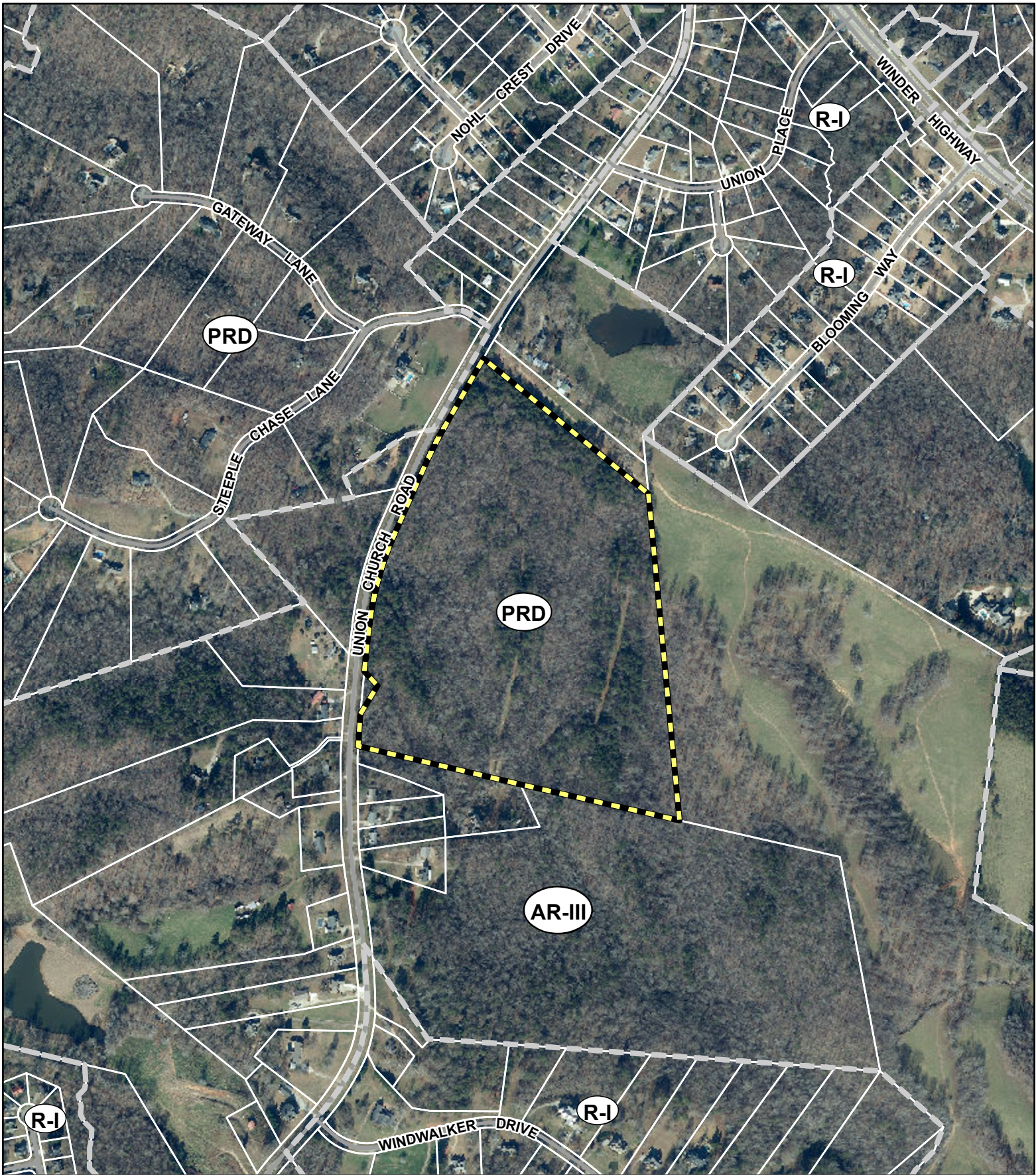
Commission District 1

PC Mtg. Date: 01/16/24



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





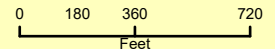
Applicant: RIDGELINE LAND PLANNING, INC




Tax Parcel #: 15043 000001

Location: 4670 UNION CHURCH ROAD, FLOWERY BRANCH, GA 30542

Commission District 1

PC Mtg. Date: 01/16/24



-  Zoning Boundary
-  City Limits
-  Subject Area



4670 Union Church Road Aspire Exterior Options

***NOTE: All roof overhangs to be 12" ***



Home Exterior 21



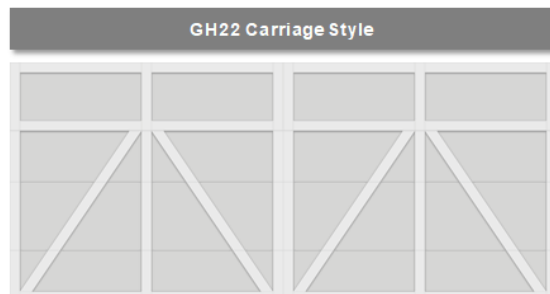
Home Exterior 22



Home Exterior 23



Home Exterior LC2A



Standard Garage Door Style

4670 Union Church Road Hampton Exterior Options

***NOTE: All roof overhangs to be 12" ***



Home Exterior 21



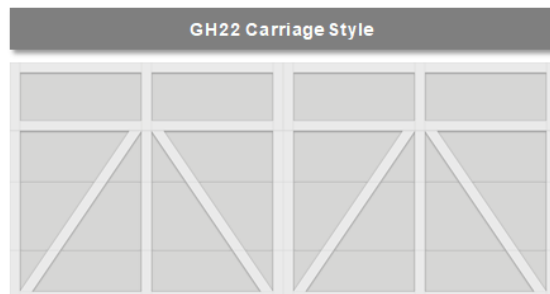
Home Exterior 22



Home Exterior 23



Home Exterior LC2G



Standard Garage Door Style

4670 Union Church Road Hartwell Exterior Options

***NOTE: All roof overhangs to be 12" ***



Home Exterior 21



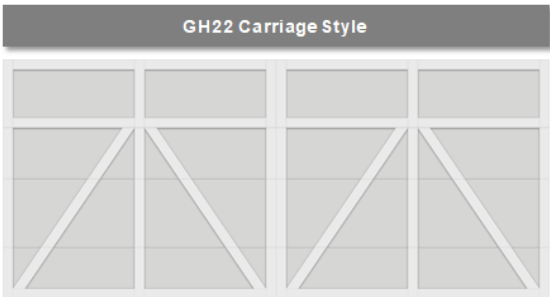
Home Exterior 22



Home Exterior 23



Home Exterior LC2H



Standard Garage Door Style

4670 Union Church Road Mitchell Exterior Options

***NOTE: All roof overhangs to be 12" ***



Home Exterior 21



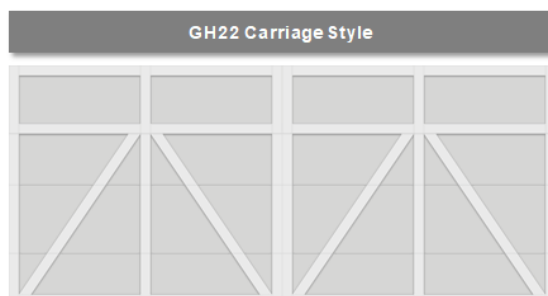
Home Exterior 22



Home Exterior 23



Home Exterior LC2G



Standard Garage Door Style

4670 Union Church Road Bedrock Exterior Options

***NOTE: All roof overhangs to be 12" ***



Home Exterior LC2H



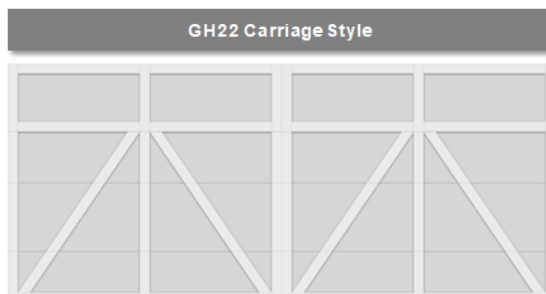
Home Exterior LC3G



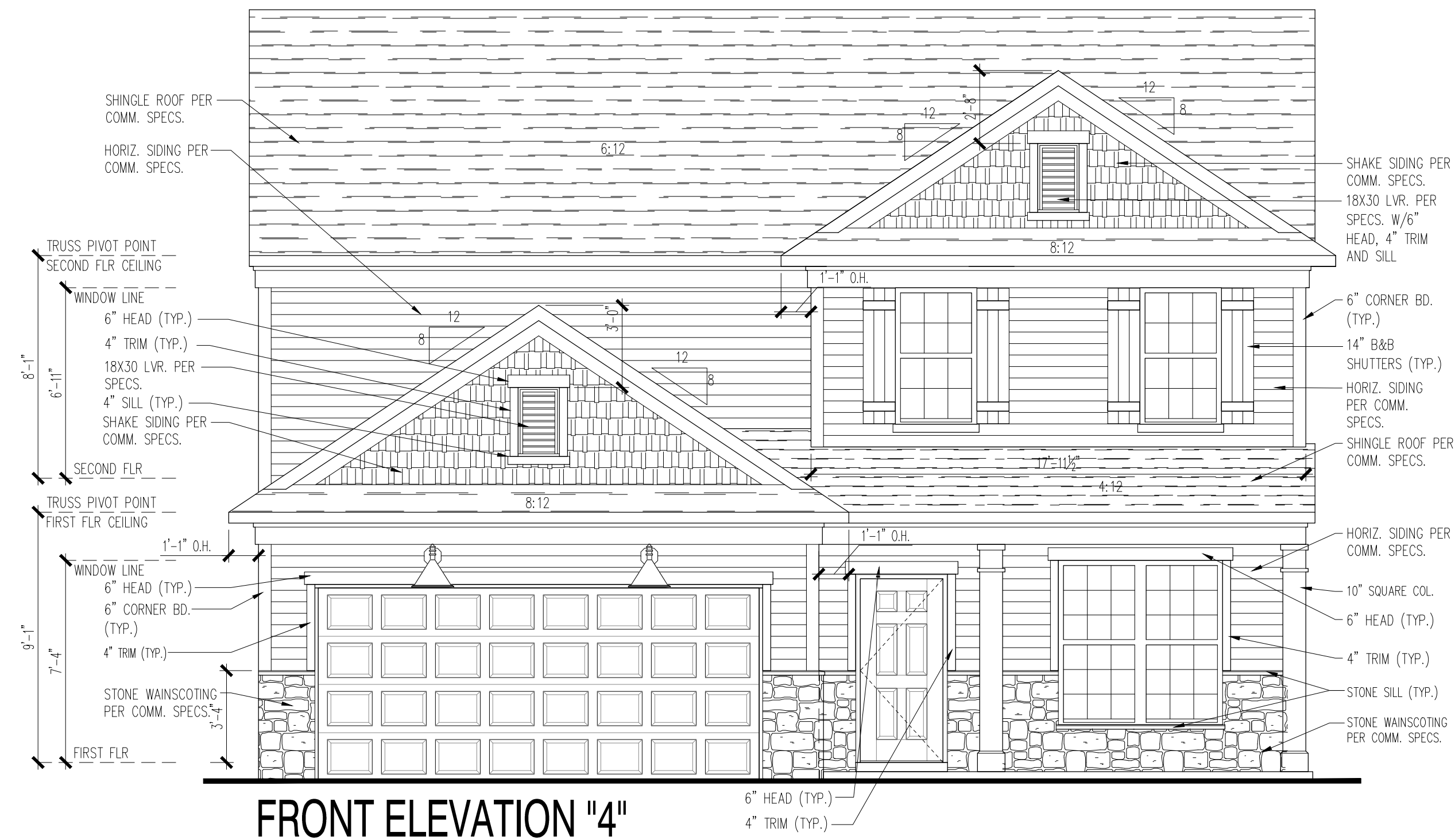
Home Exterior LC3S



Home Exterior LC3W

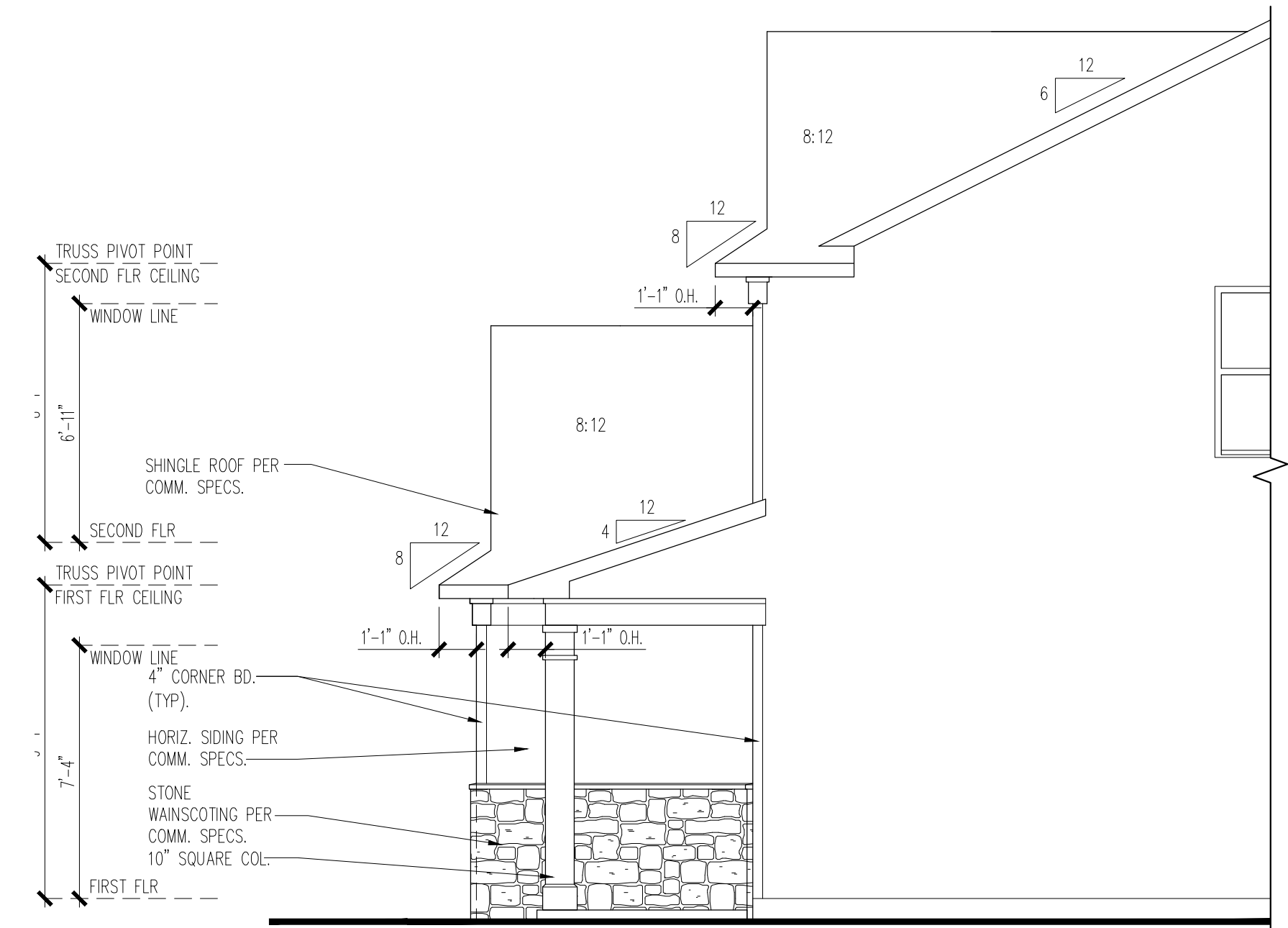


Standard Garage Door Style



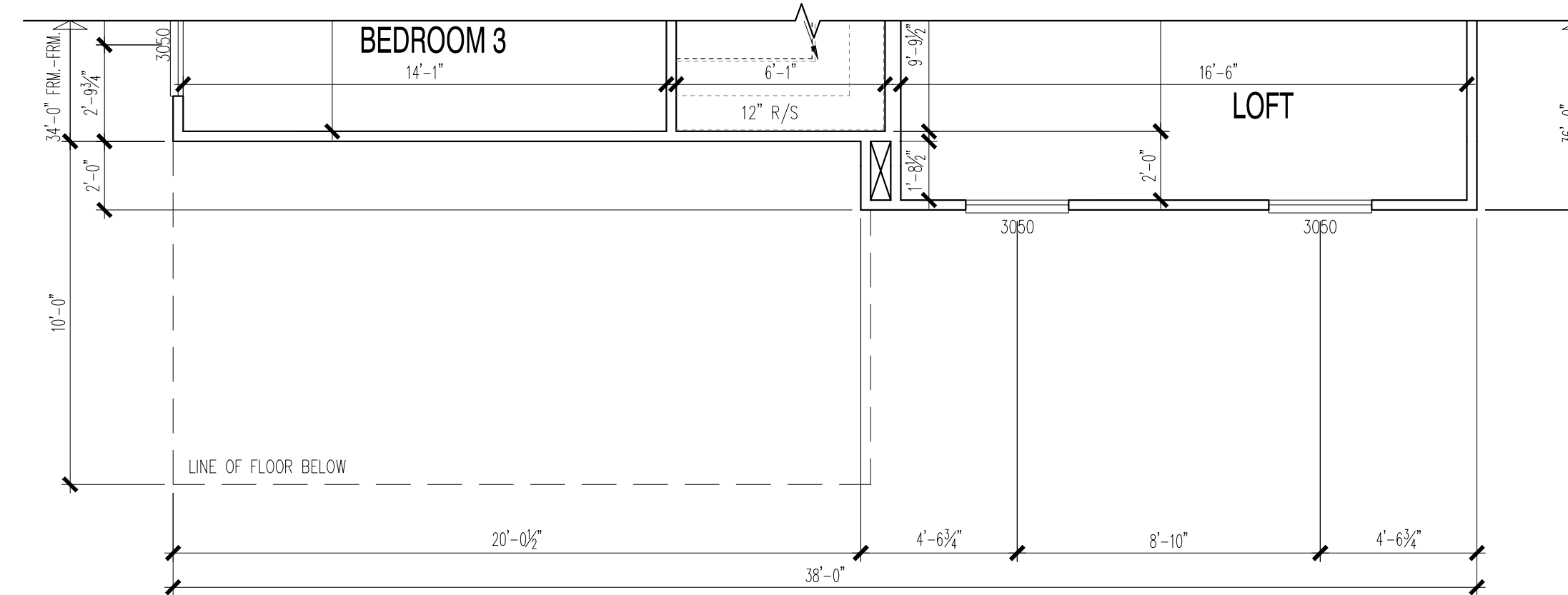
FRONT ELEVATION "4"

SCALE : 1/4" = 1'-0"



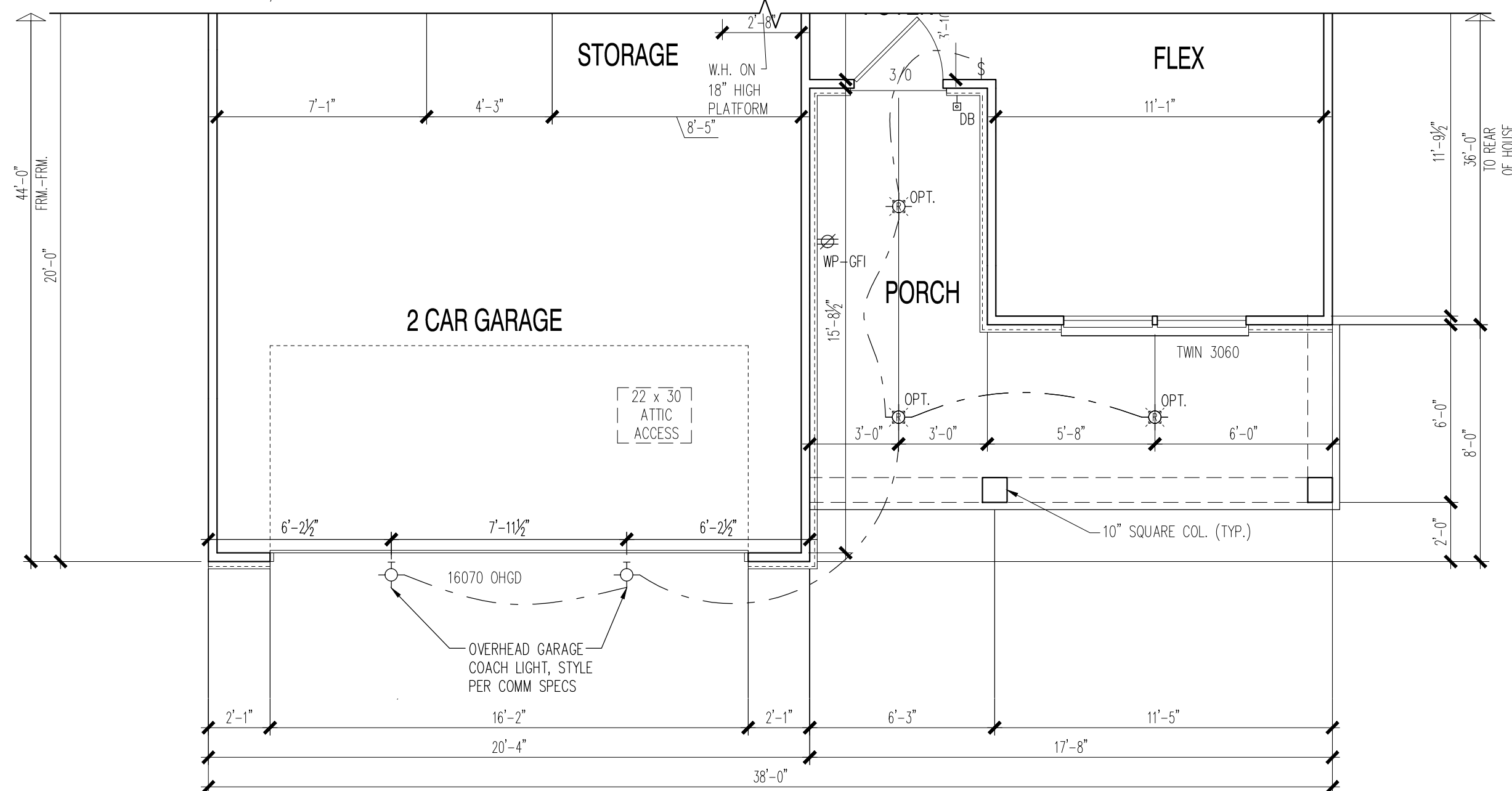
PARTIAL RIGHT SIDE ELEVATION

SCALE : 1/4" = 1'-0"



PARTIAL SECOND FLOOR PLAN

SCALE : 1/4" = 1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE : 1/4" = 1'-0"



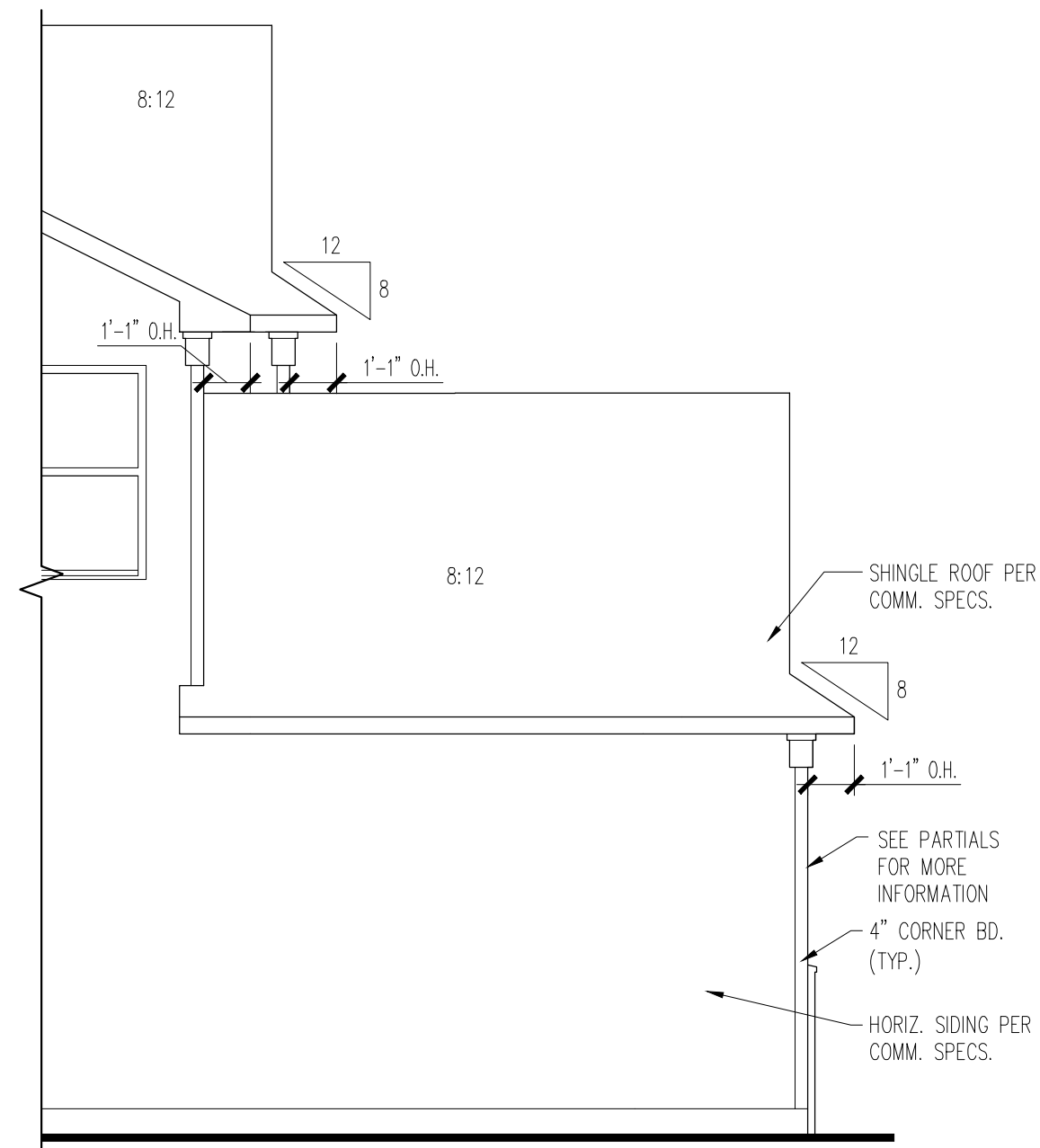
Newberry
FRONT ELEVATION "4"
FRONT ENTRY GARAGE

REV#	DATE/DESCRIPTION

PROJECT TYPE
Single Family

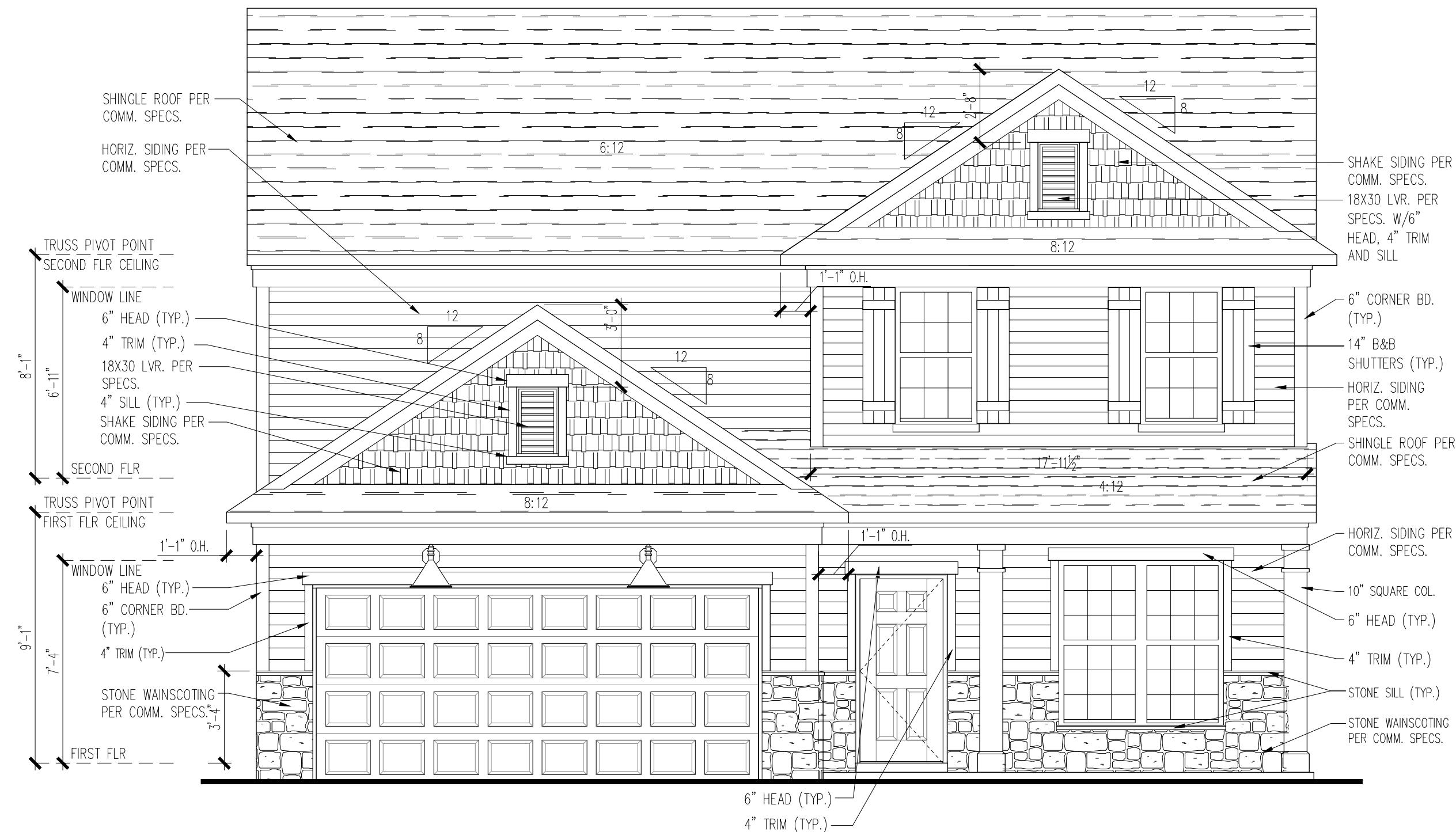
PLAN NAME
Newberry

SHEET
3.40



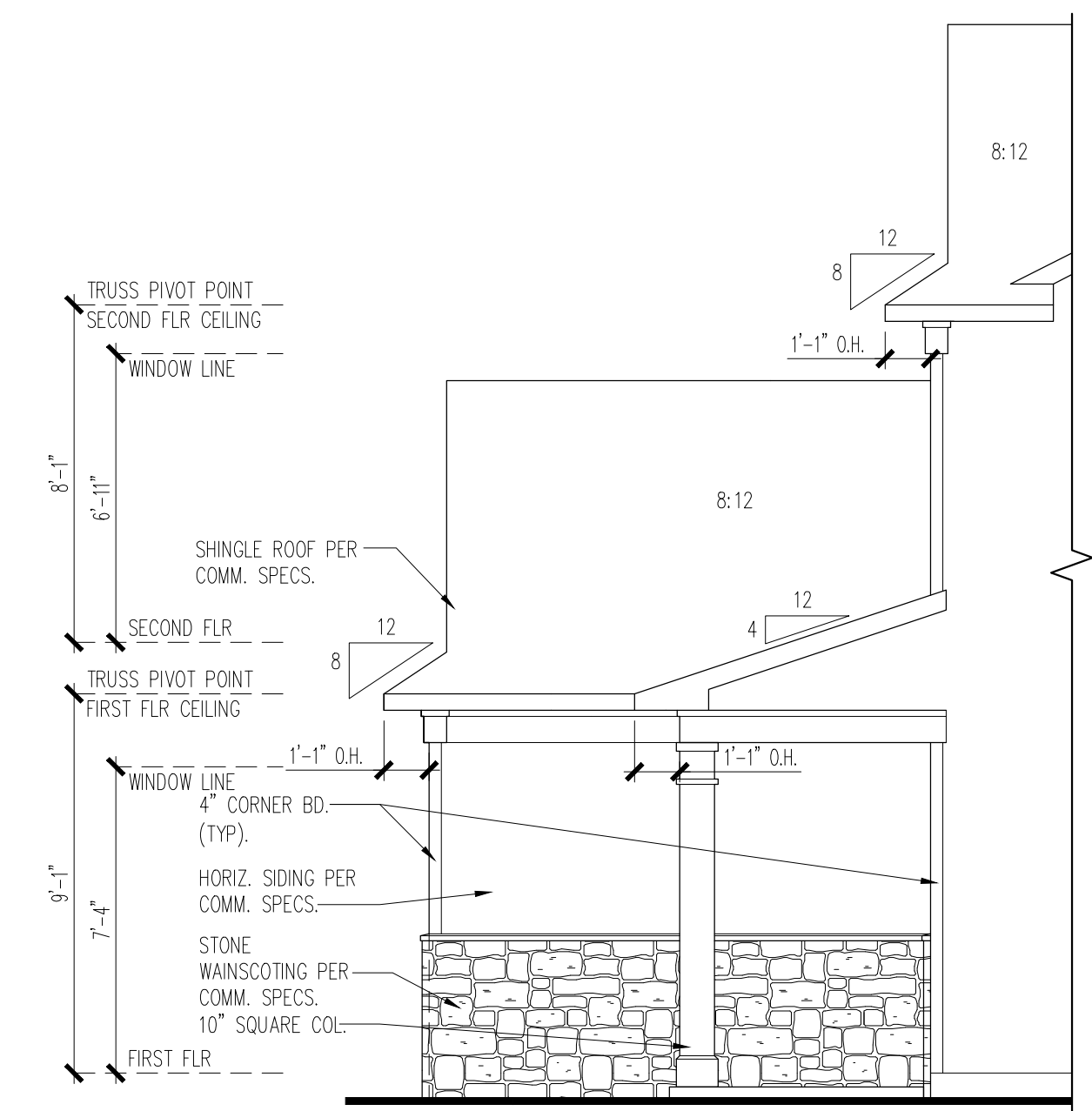
**PARTIAL LEFT SIDE ELEV 4
W/ OPT. 4' GARAGE EXTENSION**

SCALE : 1/4" = 1'-0"



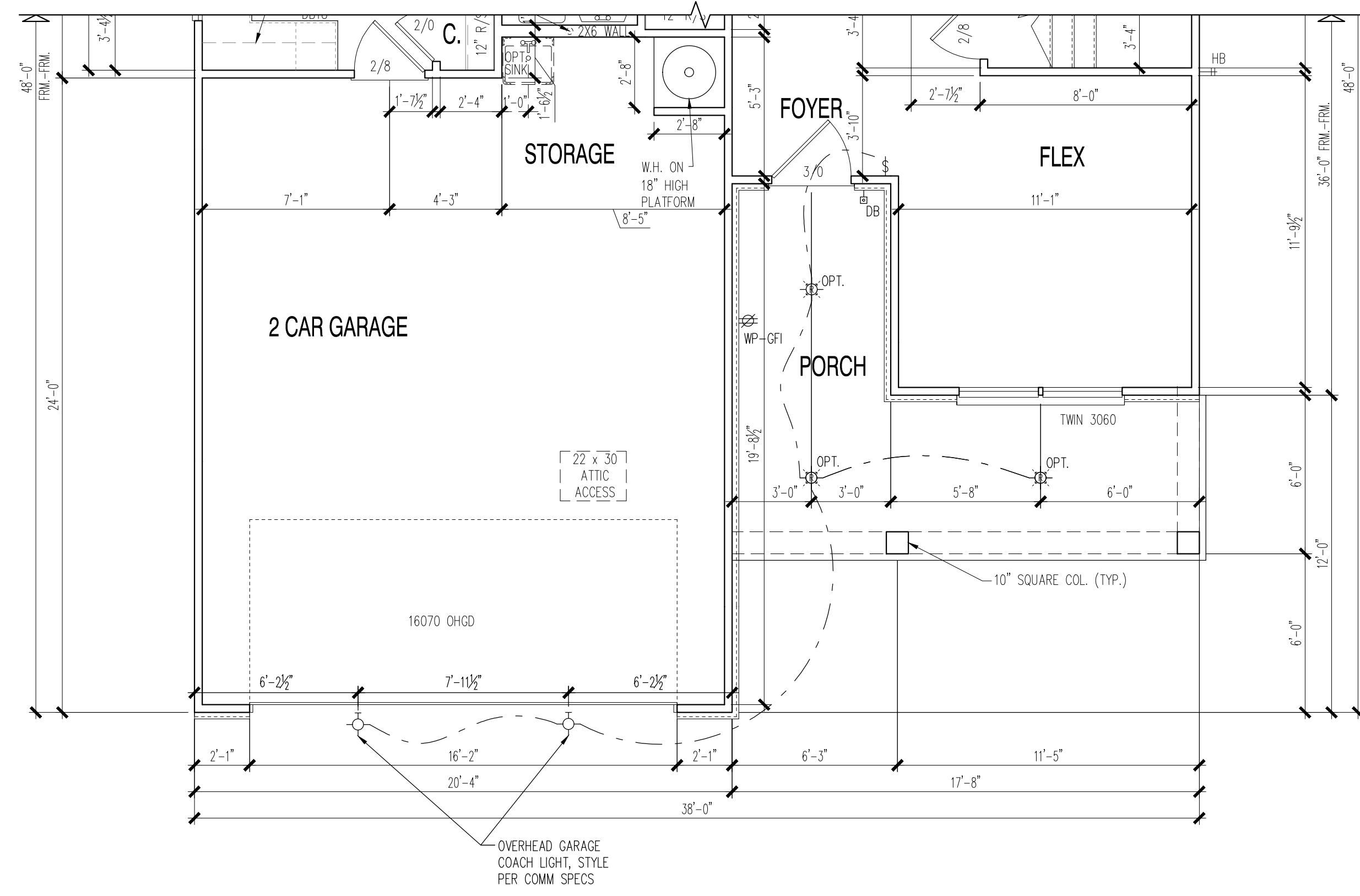
**FRONT ELEVATION 4
W/ OPT. 4' GARAGE EXTENSION**

SCALE : 1/4" = 1'-0"



**PARTIAL RIGHT SIDE ELEV 4
W/ OPT. 4' GARAGE EXTENSION**

SCALE : 1/4" = 1'-0"



**PARTIAL FIRST FLOOR PLAN ELEV 4
W/ OPT. 4' GARAGE EXTENSION**

SCALE : 1/4" = 1'-0"

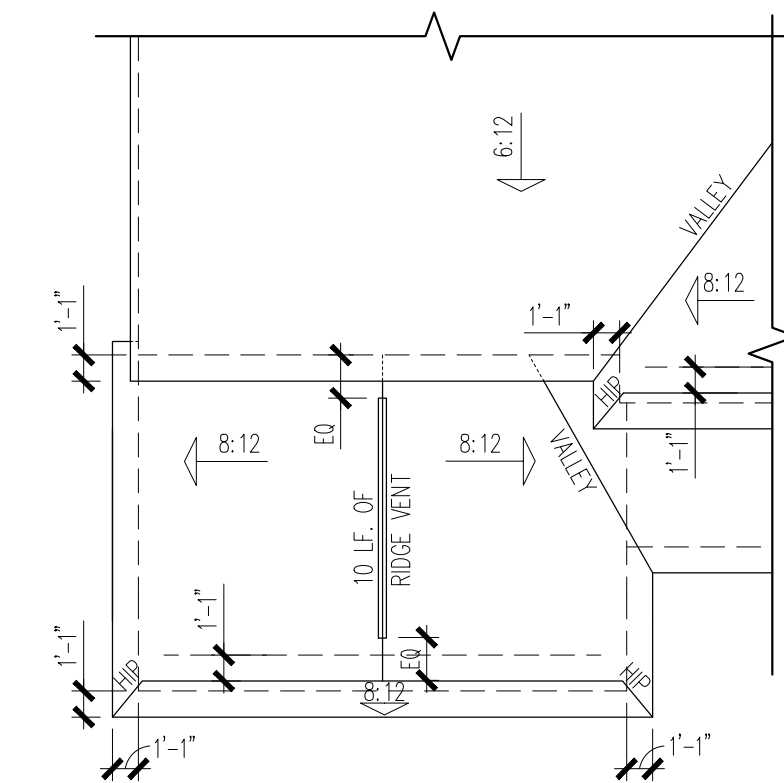
ATTIC VENTILATION : (300 SQ FT ATTIC SPACE / 1 SQ FT VENTILATION)
W/ 40%-50% REQ. VENTS GREATER THAN OR EQUAL TO 3' ABOVE
EAVE / CORNICE VENTS PER R806.2

ELEV 4 GARAGE W/4' EXTENSION 501 SQ FT UNDER ROOF ATTIC / 300 SQ FT / 1 SQ FT = 1.67 SQ FT VENTILATION

RIDGE VENT 18 SQ IN = (.125 SQ FT)
BOX VENT 50 SQ IN = (.3472 SQ FT)
SOFFIT VENT 9 SQ IN = (.0625 SQ FT)

1.67 SQ FT x 50 % = 0.835SQ FT RIDGE, 1.67 SQ FT x 50 % = 0.835SQ FT SOFFIT
RIDGE VENT 0.835 SQ FT = 6.7 FEET OF RIDGE VENT OR W/ HIP_BOX VENT 0.125 SQ FT 0.835 SQ FT = 2.4 BOX VENT(S) 0.3472SQ FT
SOFFIT VENT 0.835 SQ FT = 13.4 FEET OF SOFFIT VENT 0.0625SQ FT

*CALCULATIONS REFLECT 50 % RIDGE AND 50 % SOFFIT VENTS ALLOWABLE PER SECTION R806.2



**PARTIAL ROOF PLAN ELEV 4
W/ OPT. 4' GARAGE EXTENSION**

SCALE : 1/8" = 1'-0"

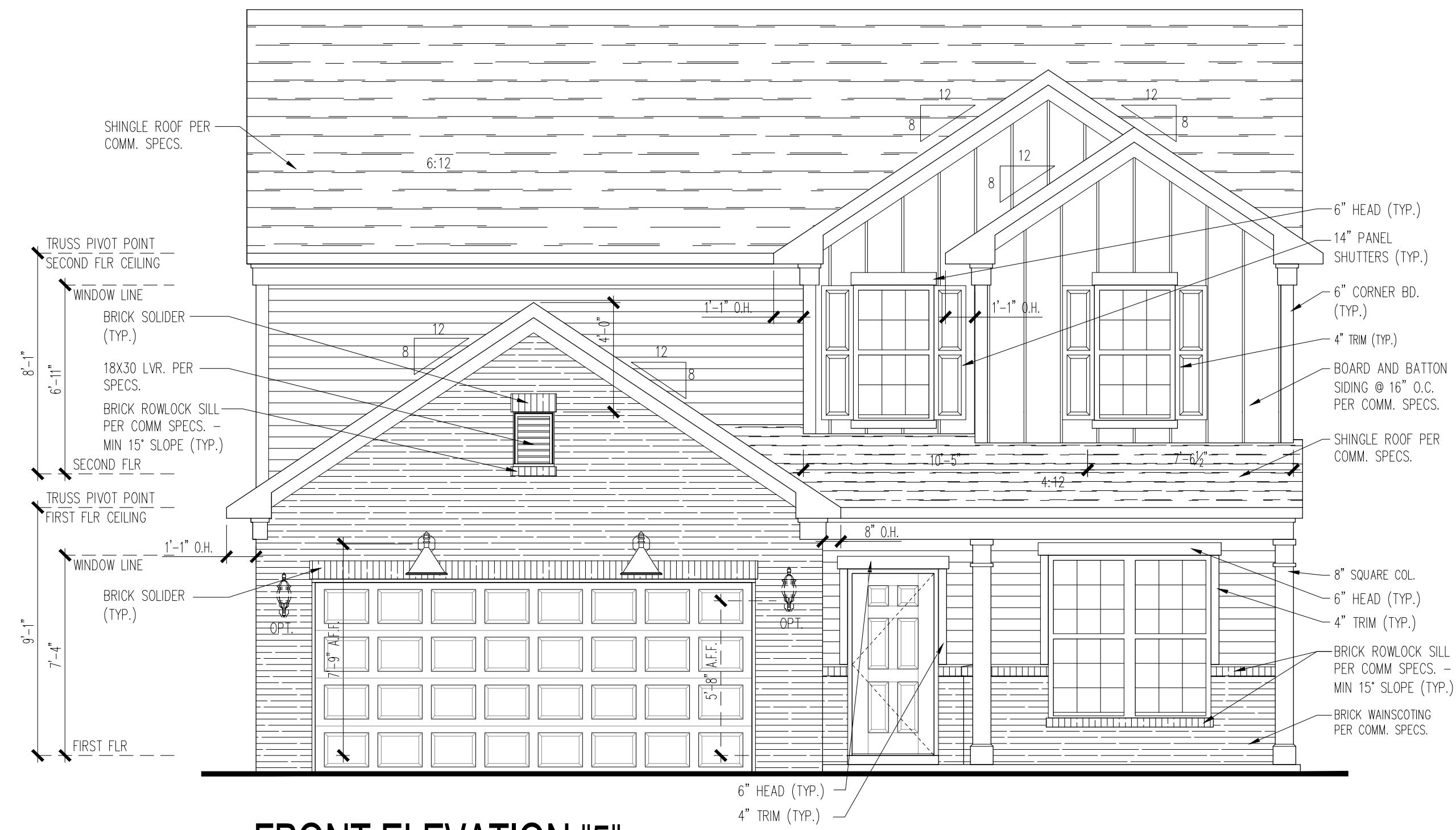
Newberry
FRONT ELEVATION 4 OPT. 4' FRONT GARAGE EXTENSION

PRODUCT MANAGER	
INITIAL RELEASE DATE:	DATE:
REV#	DATE/DESCRIPTION
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PROJECT TYPE
Single Family

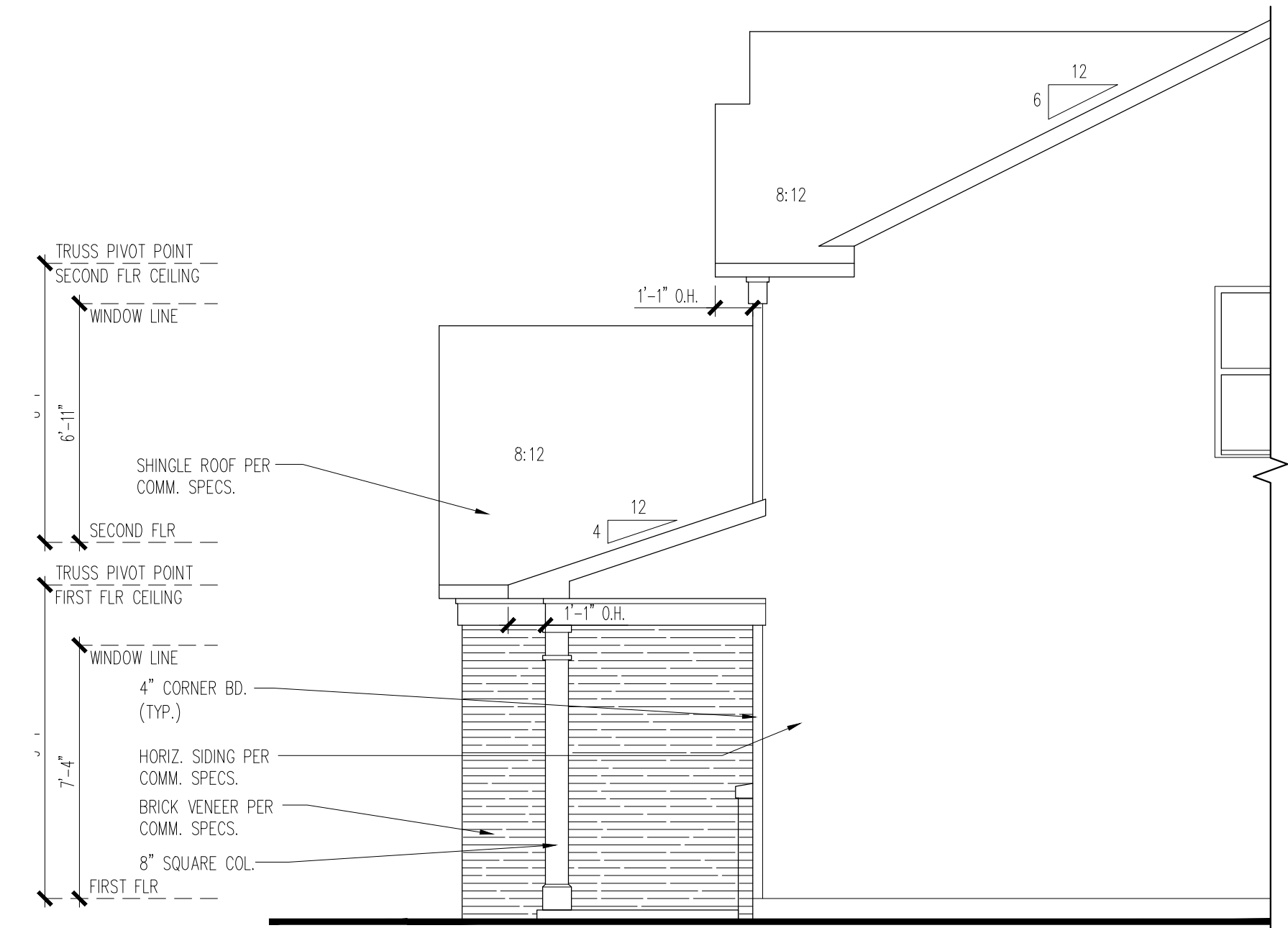
PLAN NAME
Newberry

SHEET
3.41



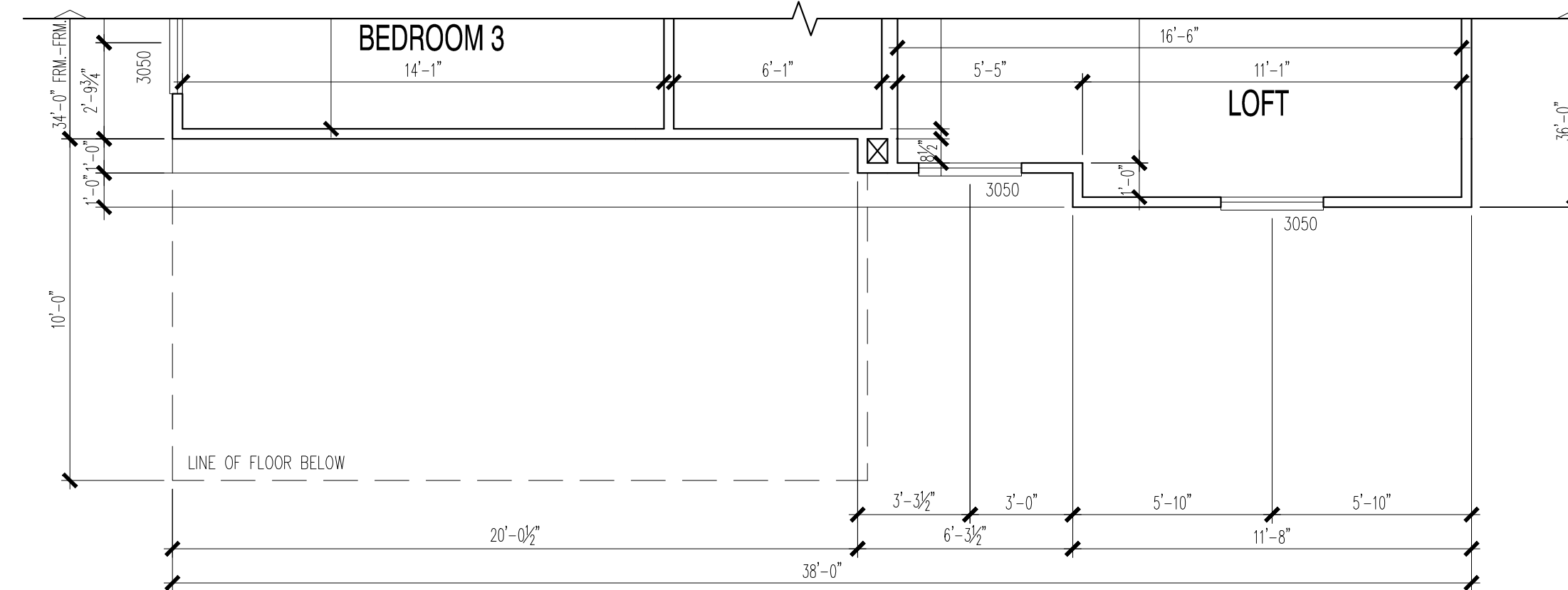
FRONT ELEVATION "5"

SCALE : 1/4" = 1'-0"



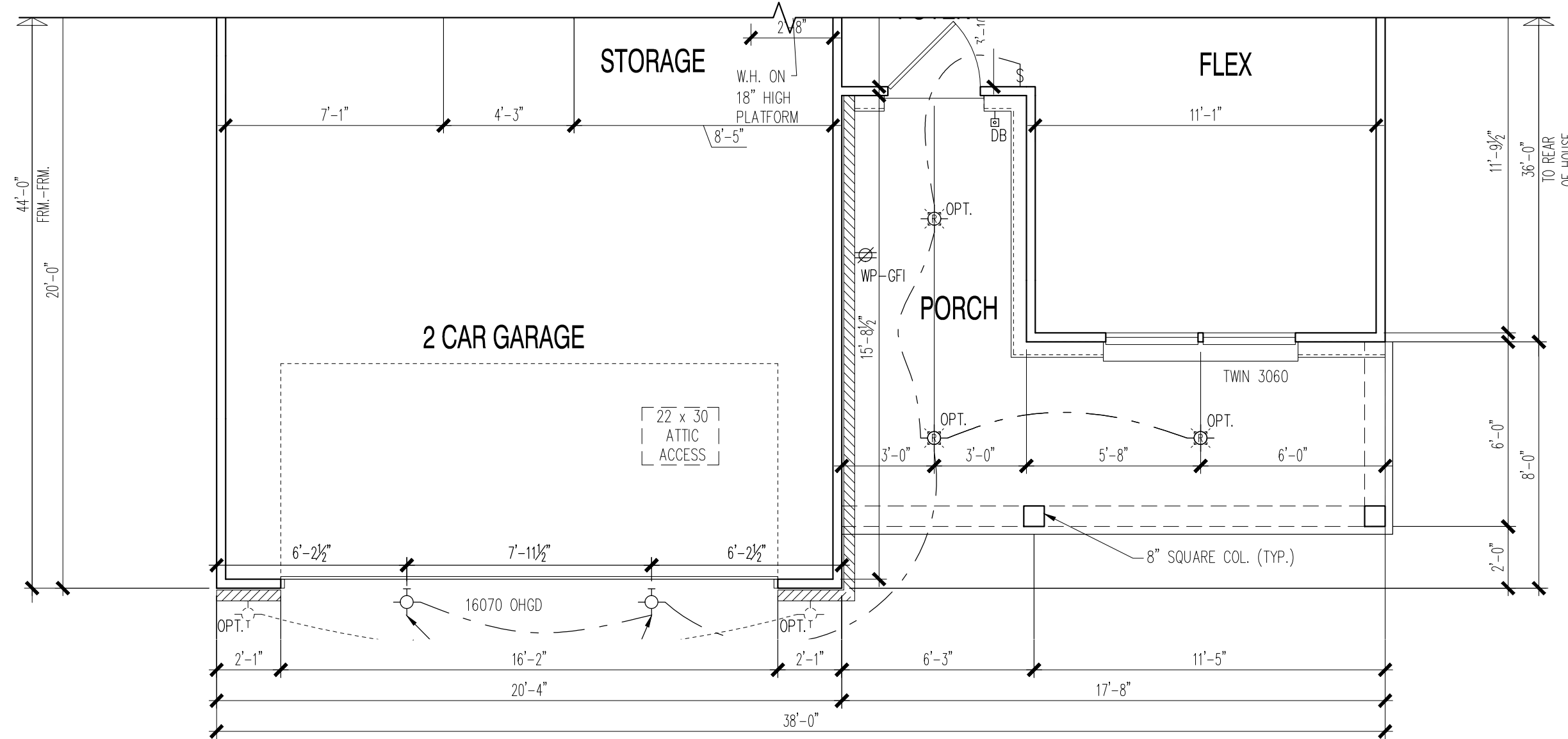
PARTIAL RIGHT SIDE ELEVATION

SCALE : 1/4" = 1'-0"



PARTIAL SECOND FLOOR PLAN

SCALE : 1/4" = 1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE : 1/4" = 1'-0"



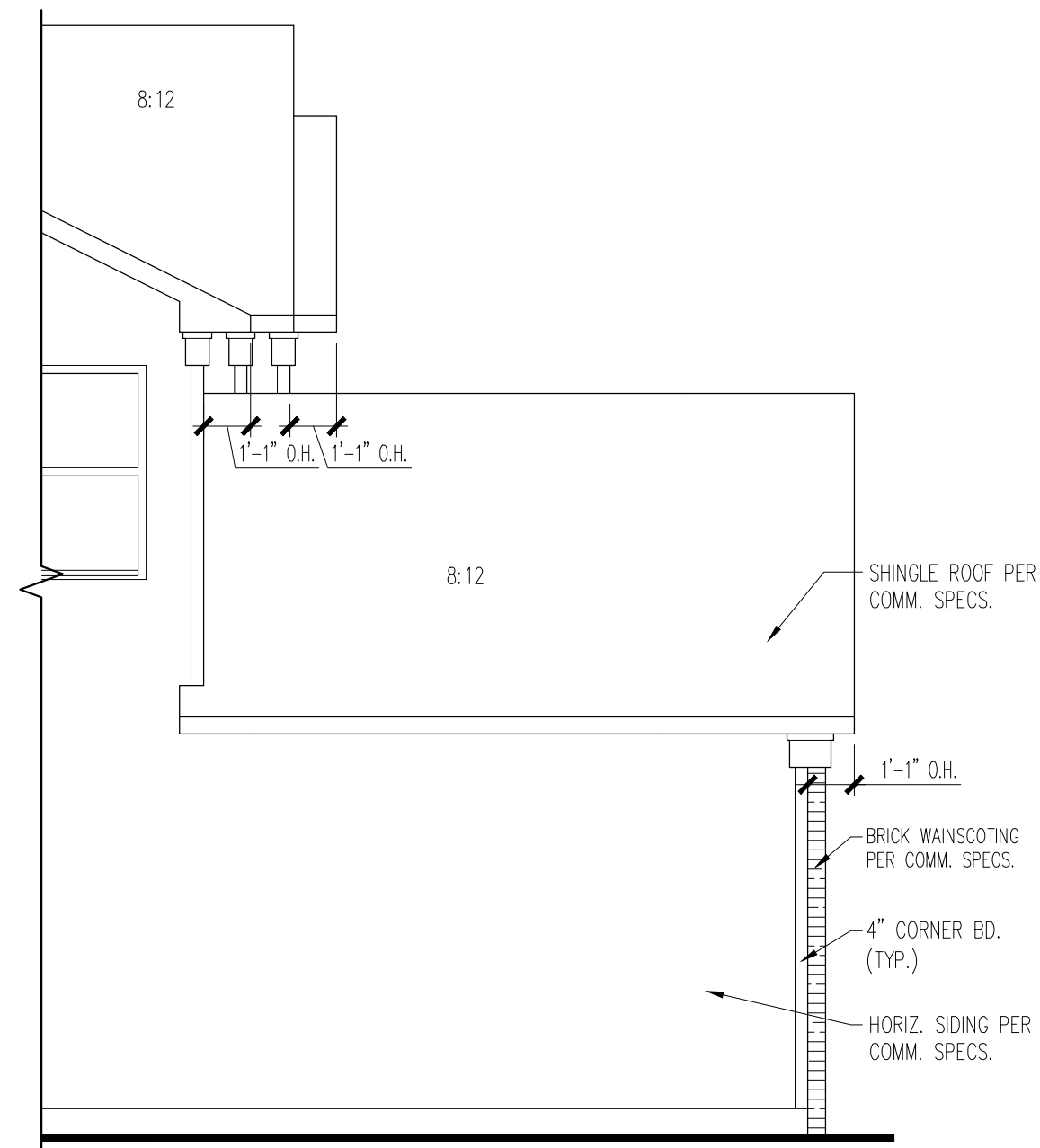
Newberry
FRONT ELEVATION "5"
FRONT ENTRY GARAGE

PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION
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PROJECT TYPE
Single Family

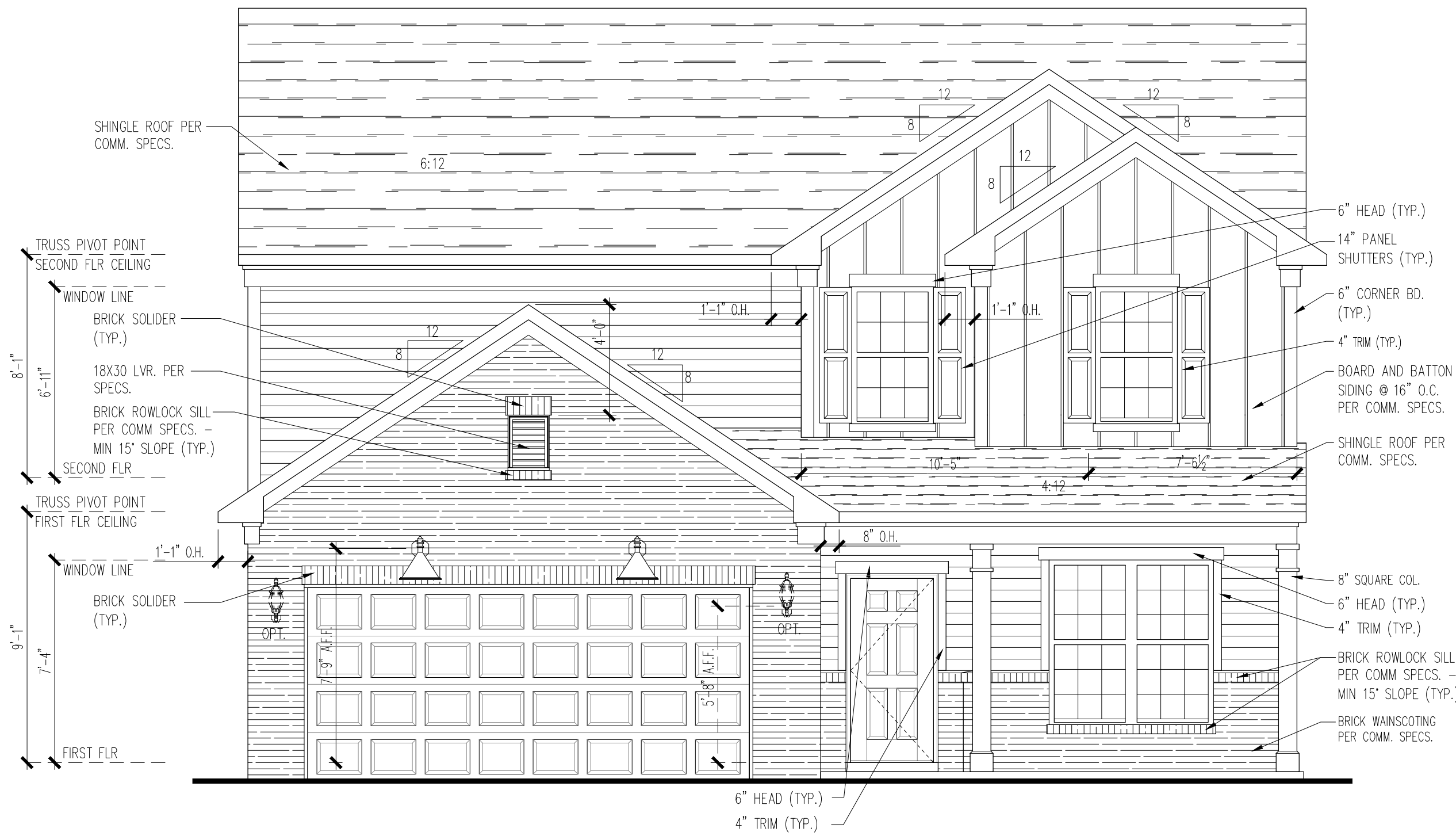
PLAN NAME
Newberry

SHEET
3.5.0



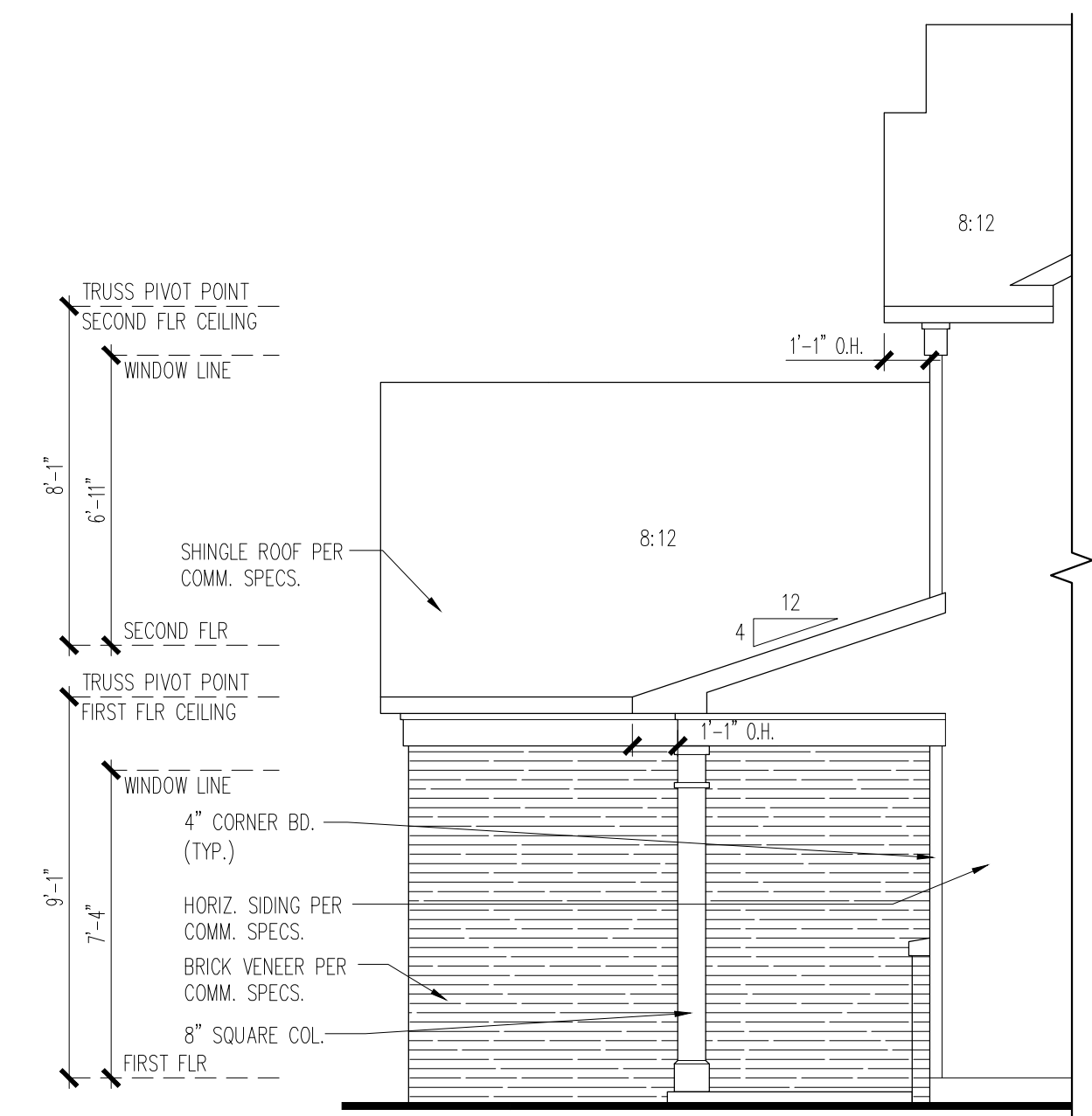
**PARTIAL LEFT SIDE ELEV 5
W/ OPT. 4' GARAGE EXTENSION**

SCALE : 1/4" = 1'-0"



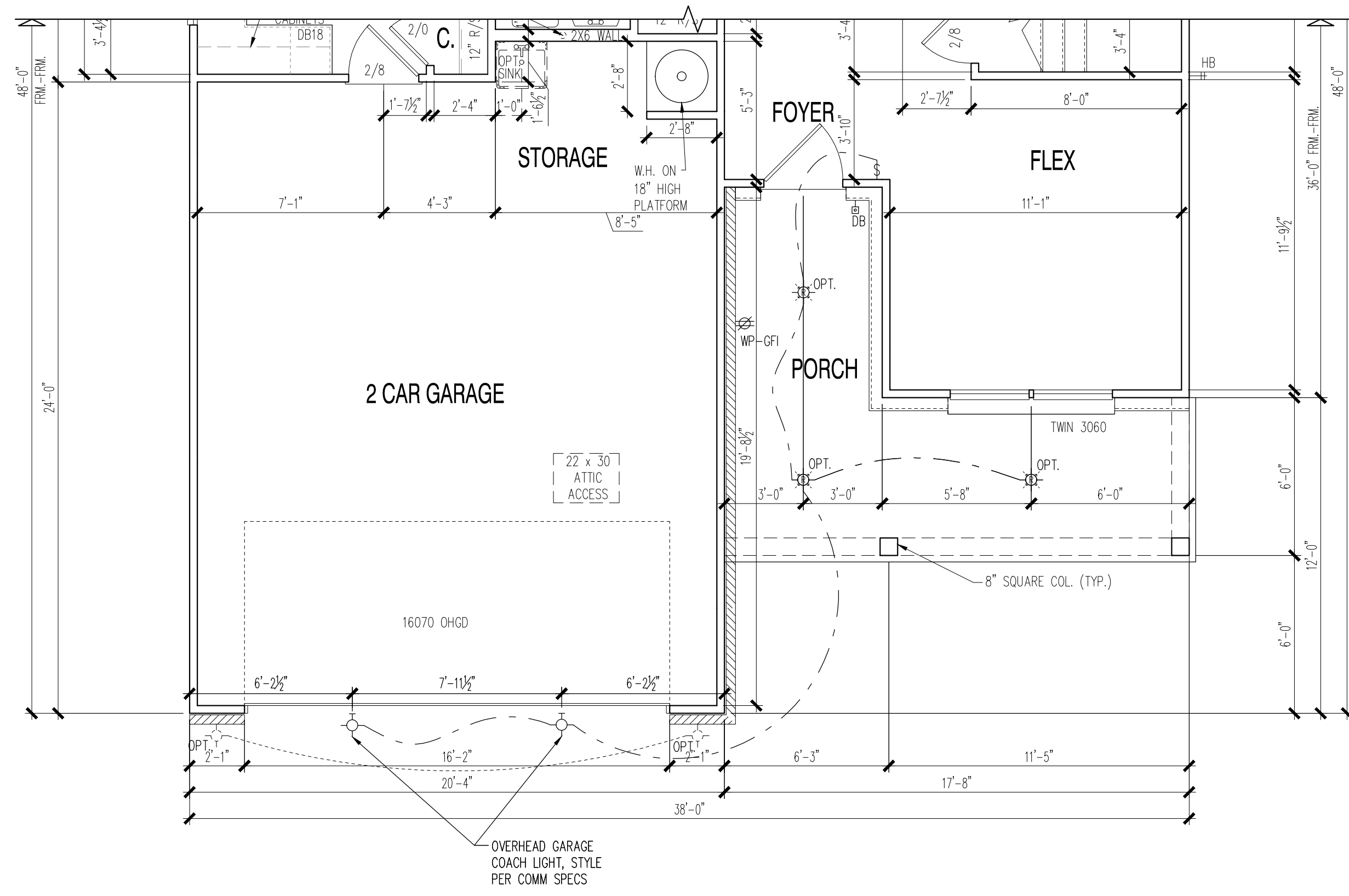
**FRONT ELEVATION 5
W/ OPT. 4' GARAGE EXTENSION**

SCALE : 1/4" = 1'-0"



**PARTIAL RIGHT SIDE ELEV 5
W/ OPT. 4' GARAGE EXTENSION**

SCALE : 1/4" = 1'-0"



**PARTIAL FIRST FLOOR PLAN ELEV 5
W/ OPT. 4' GARAGE EXTENSION**

SCALE : 1/4" = 1'-0"

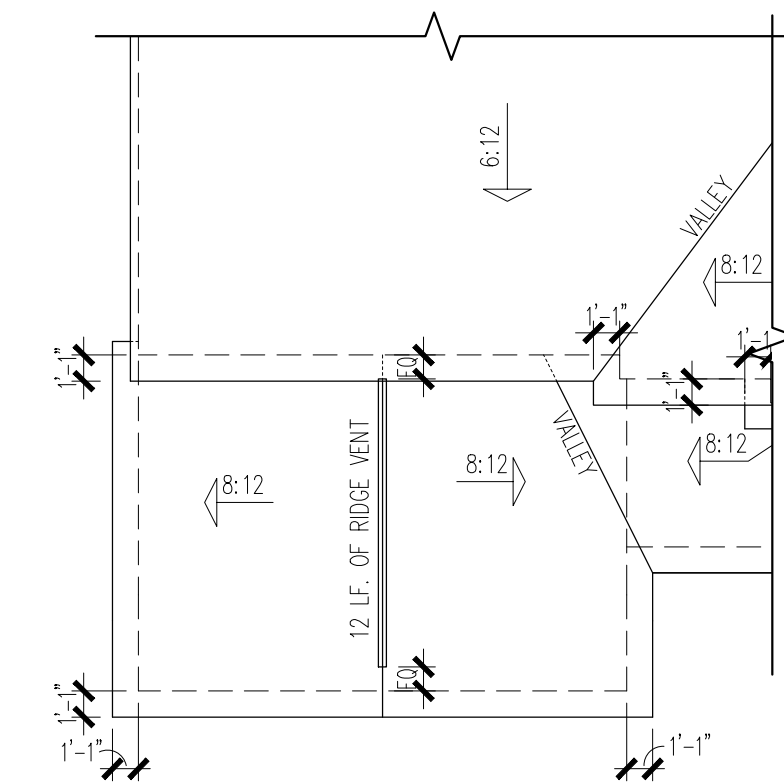
ATTIC VENTILATION : (300 SQ FT ATTIC SPACE / 1 SQ FT VENTILATION)
W/ 40%-50% REQ. VENTS GREATER THAN OR EQUAL TO 3' ABOVE
EAVE / CORNICE VENTS PER R806.2

ELEV 5 GARAGE W/4' EXTENSION 501 SQ FT UNDER ROOF ATTIC / 300 SQ FT / 1 SQ FT = 1.67 SQ FT VENTILATION

RIDGE VENT 18 SQ IN = (.125 SQ FT)
BOX VENT 50 SQ IN = (.3472 SQ FT)
SOFFIT VENT 9 SQ IN = (.0625 SQ FT)

1.67 SQ FT x 50 % = 0.835 SQ FT RIDGE, 1.67 SQ FT x 50 % = 0.835 SQ FT SOFFIT
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SOFFIT VENT 0.835 SQ FT = 13.4 FEET OF SOFFIT VENT 0.0625 SQ FT

*CALCULATIONS REFLECT 50 % RIDGE AND 50 % SOFFIT VENTS ALLOWABLE PER SECTION R806.2



**PARTIAL ROOF PLAN ELEV 5
W/ OPT. 4' GARAGE EXTENSION**

SCALE : 1/8" = 1'-0"

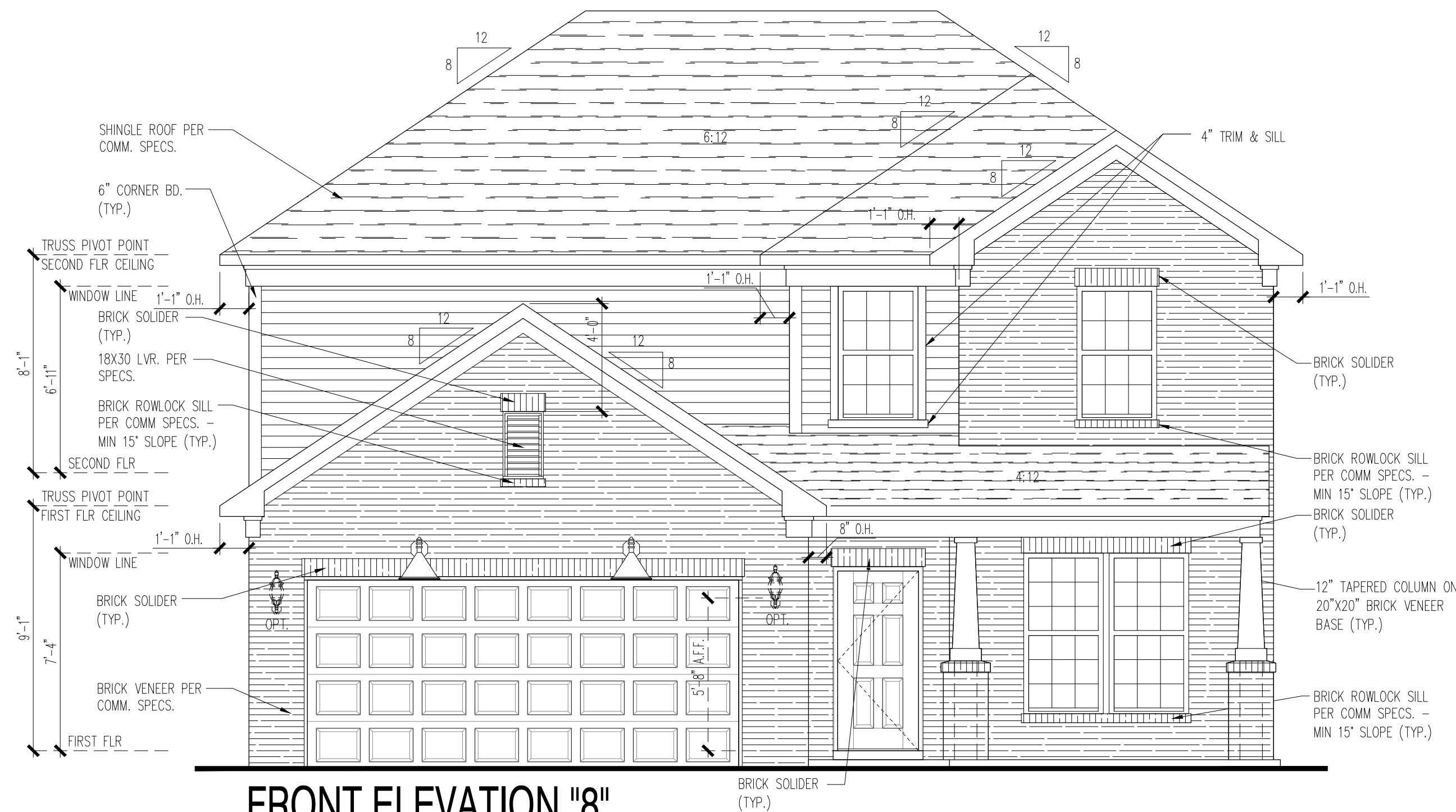
Newberry
FRONT ELEVATION 5 OPT. 4' FRONT GARAGE EXTENSION

PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION
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PROJECT TYPE
Single Family

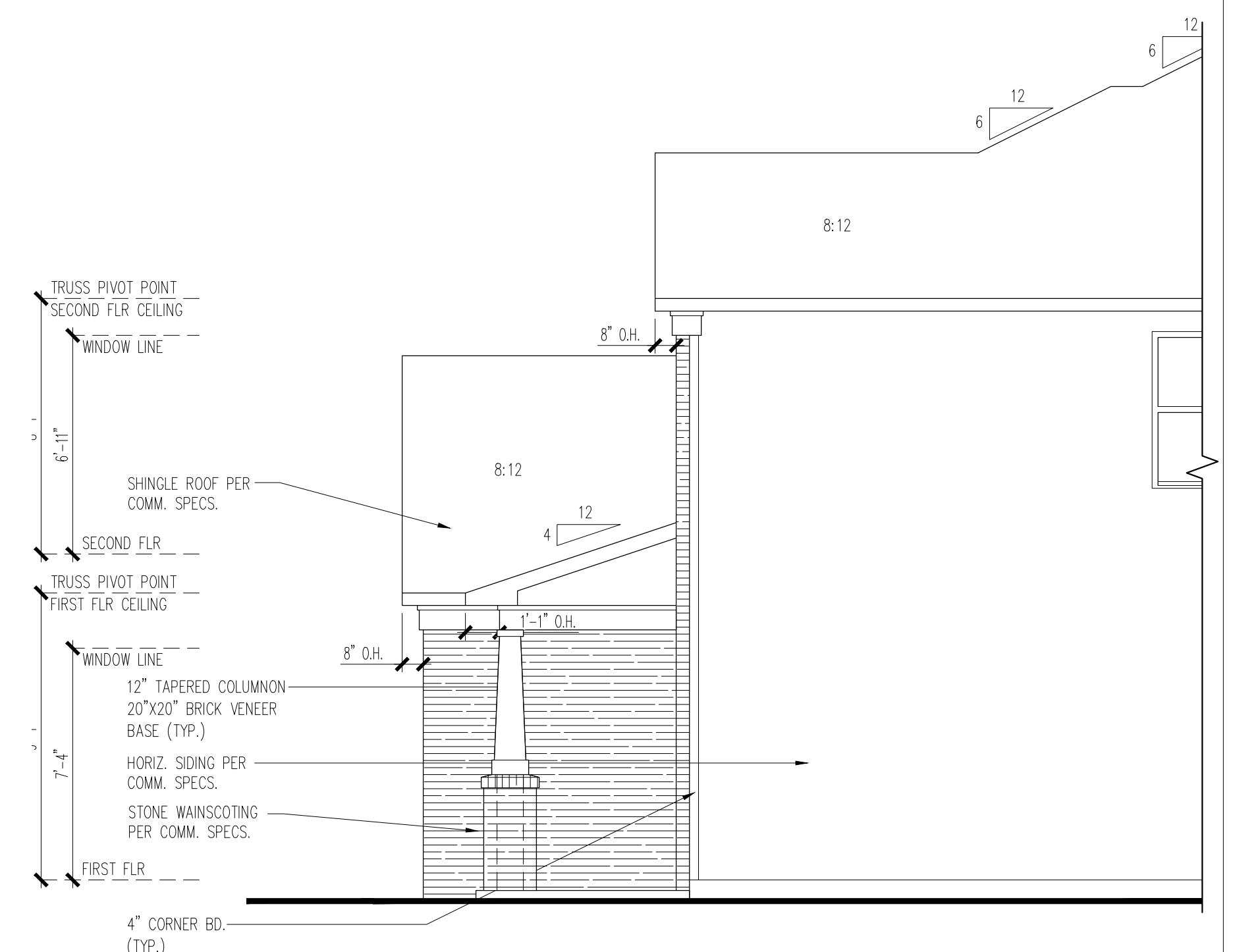
PLAN NAME
Newberry

SHEET
3.5.1



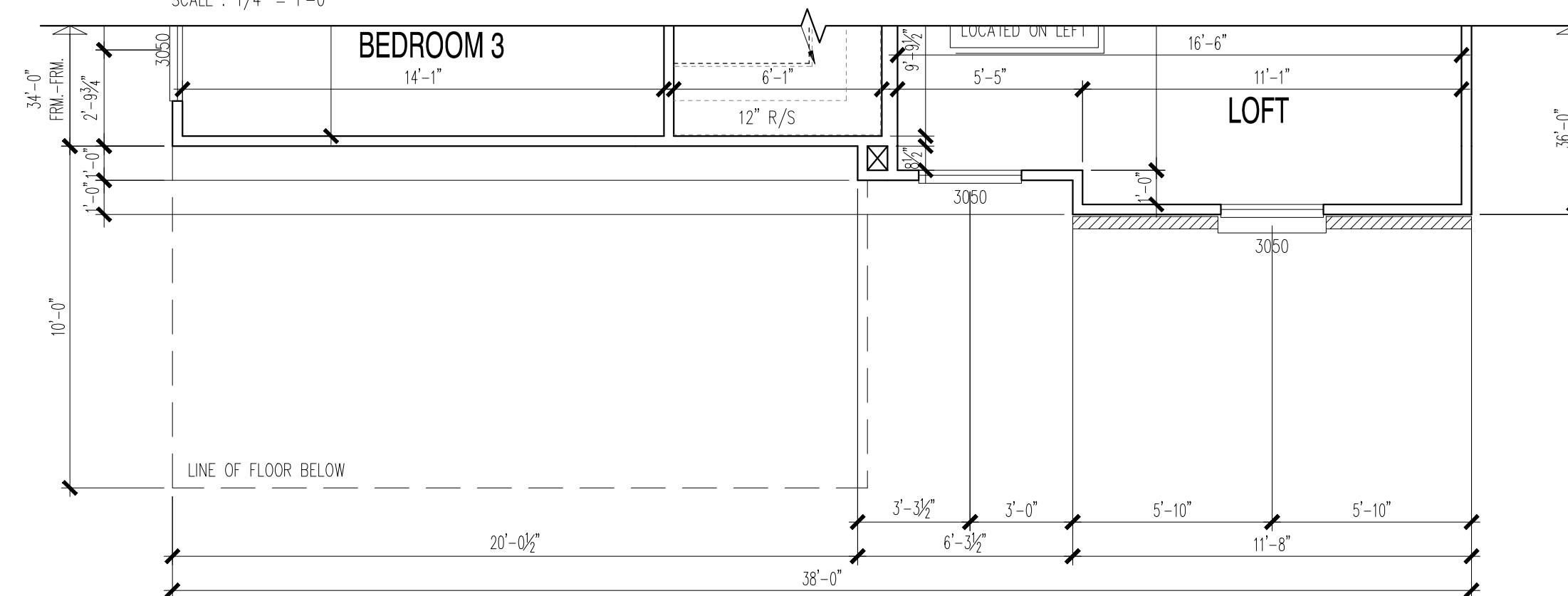
FRONT ELEVATION "8"

SCALE : 1/4" = 1'-0"



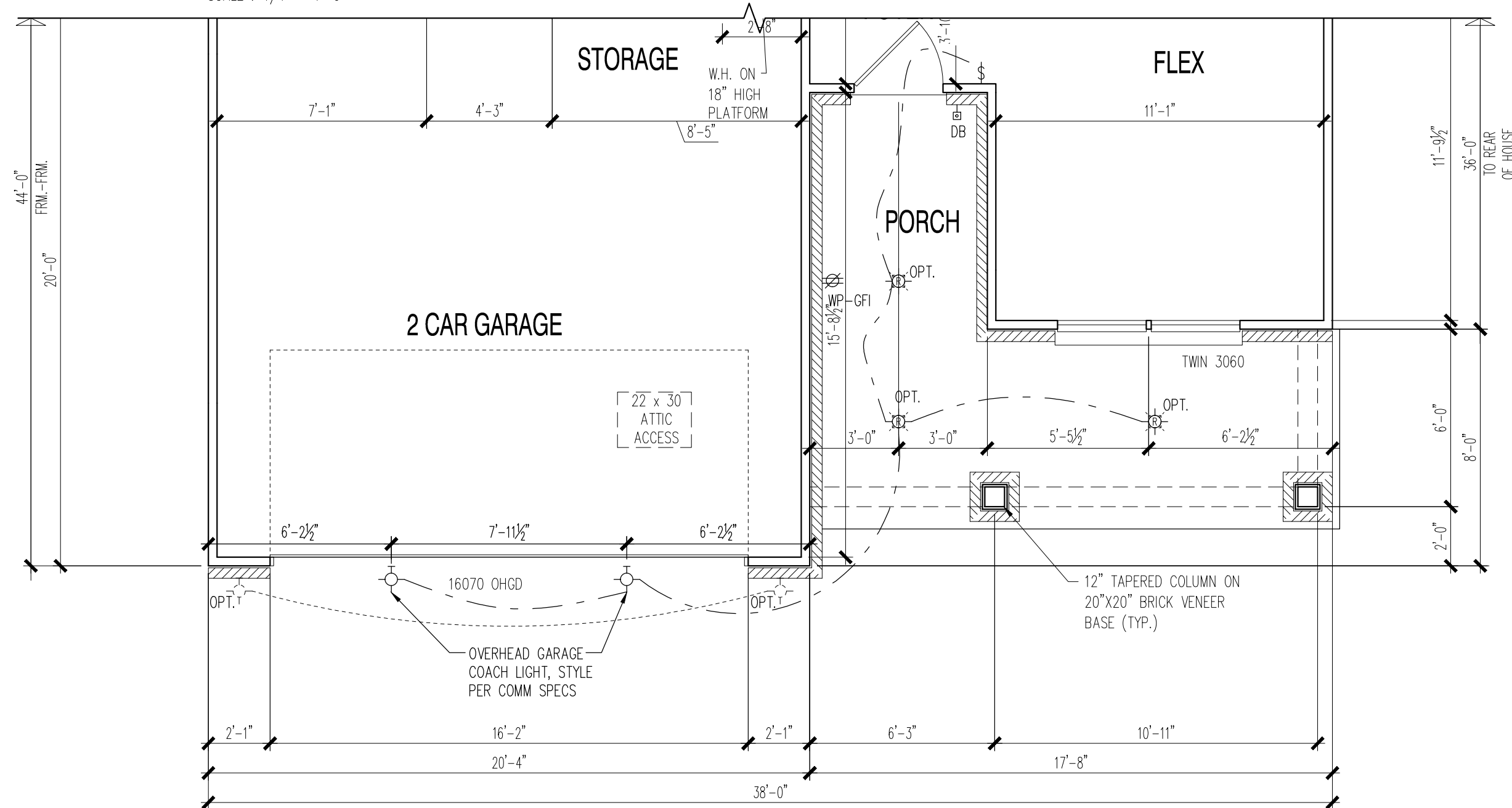
PARTIAL RIGHT SIDE ELEVATION

SCALE : 1/4" = 1'-0"



PARTIAL SECOND FLOOR PLAN

SCALE : 1/4" = 1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE : 1/4" = 1'-0"



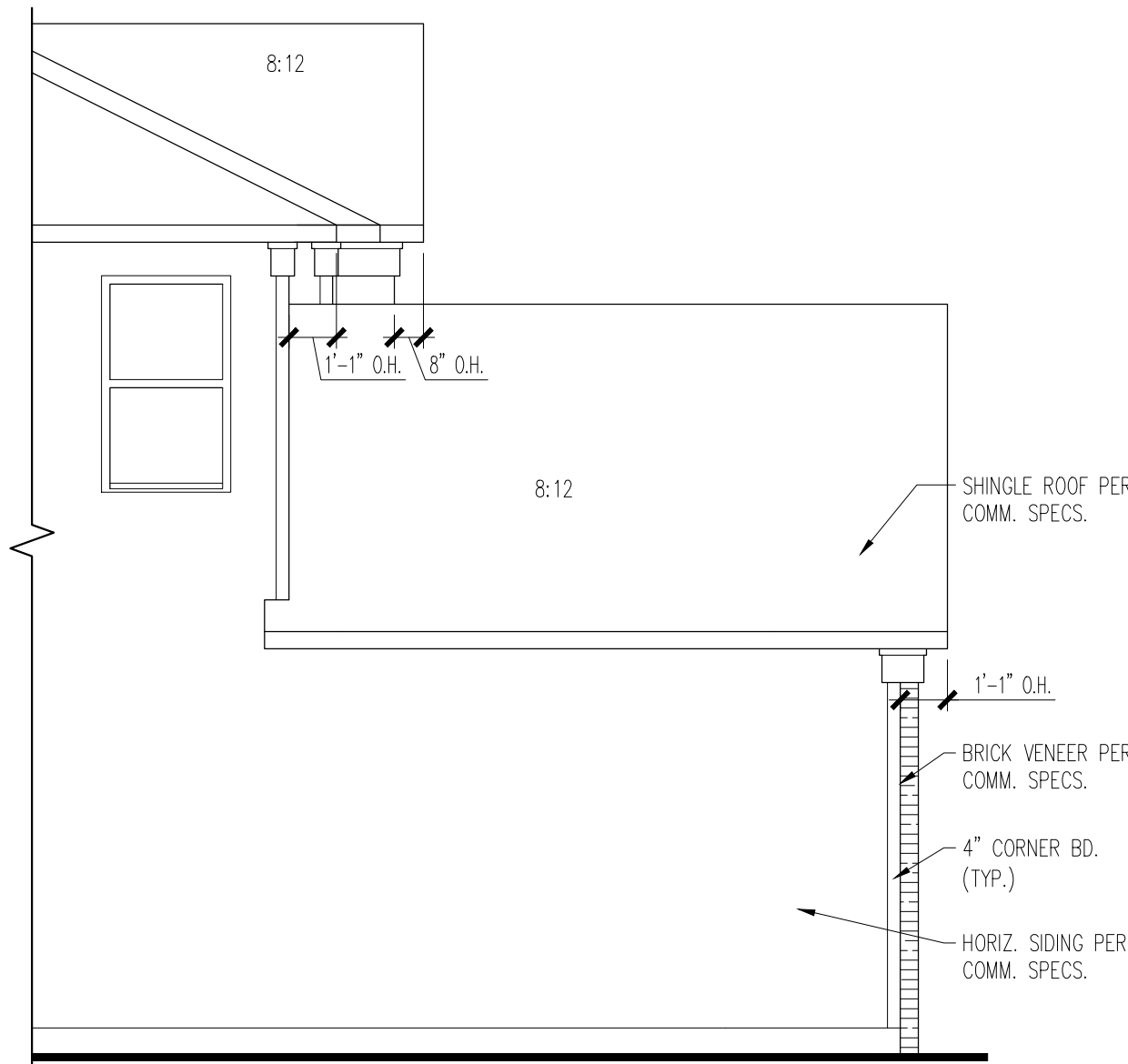
Newberry
FRONT ELEVATION "8"
FRONT ENTRY GARAGE

PRODUCT MANAGER	
INITIAL RELEASE	DATE:
REV#	DATE/DESCRIPTION
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PROJECT TYPE
Single Family

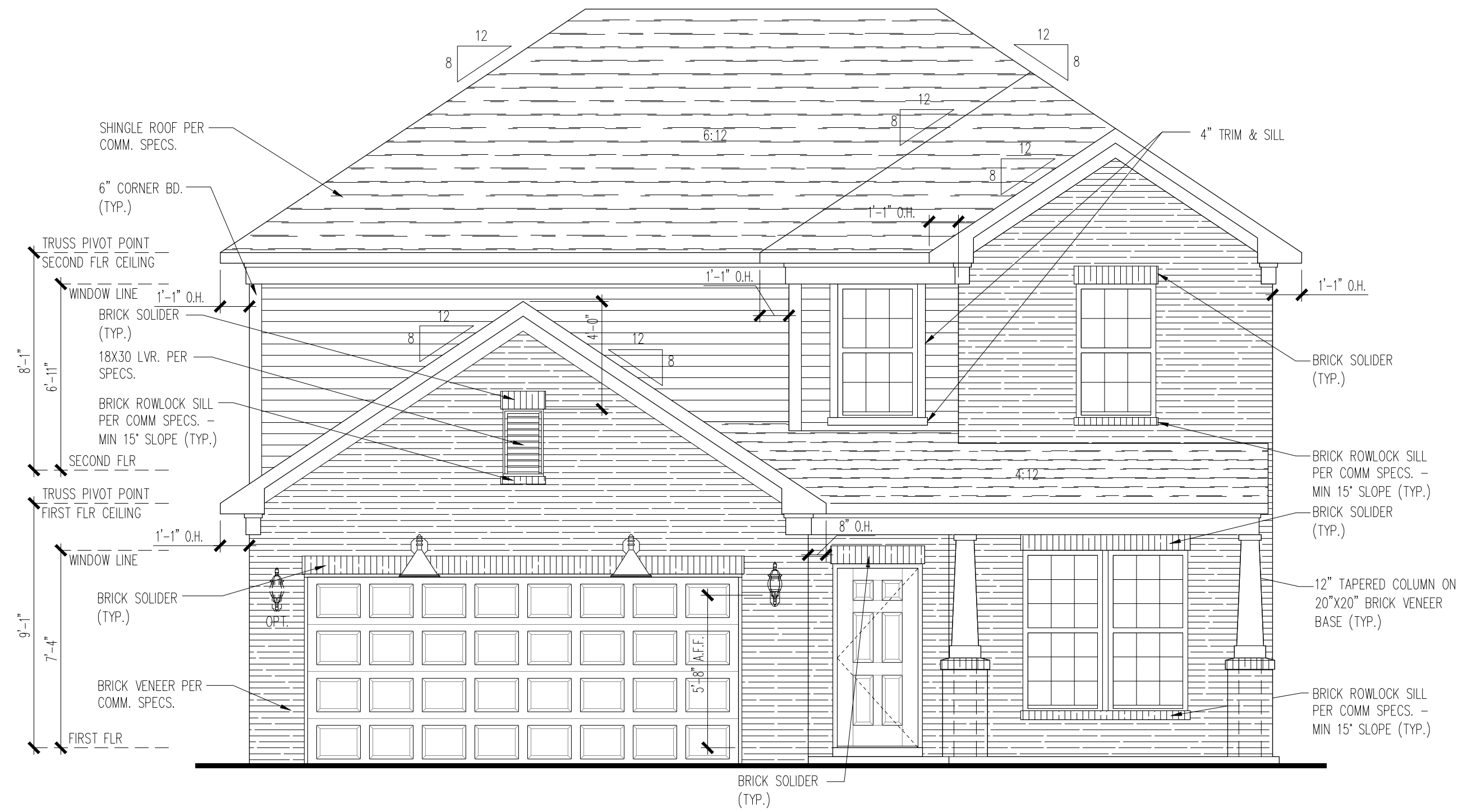
PLAN NAME
Newberry

SHEET
3.8.0



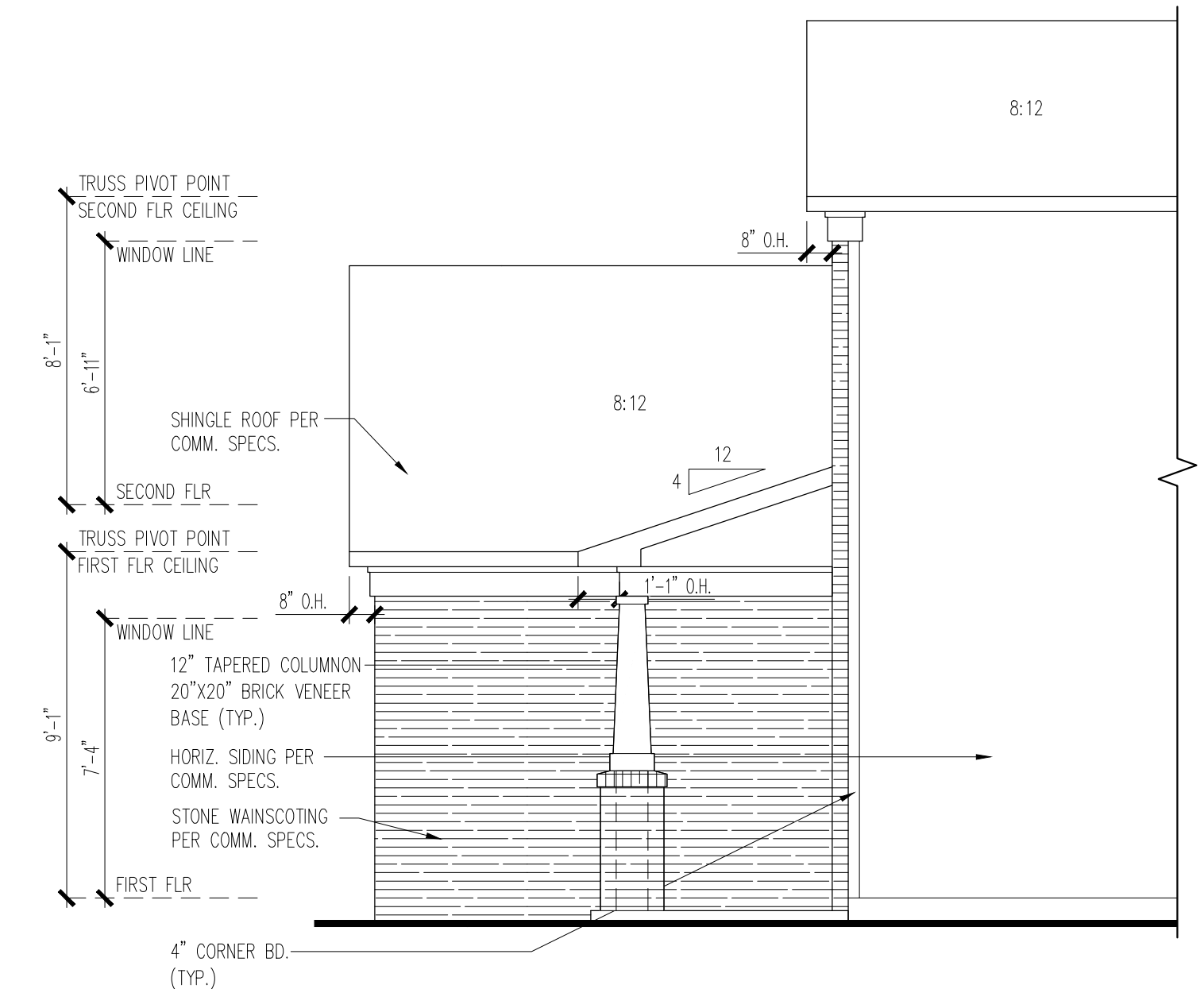
**PARTIAL LEFT SIDE ELEV 8
W/ OPT. 4' GARAGE EXTENSION**

SCALE : 1/4" = 1'-0"



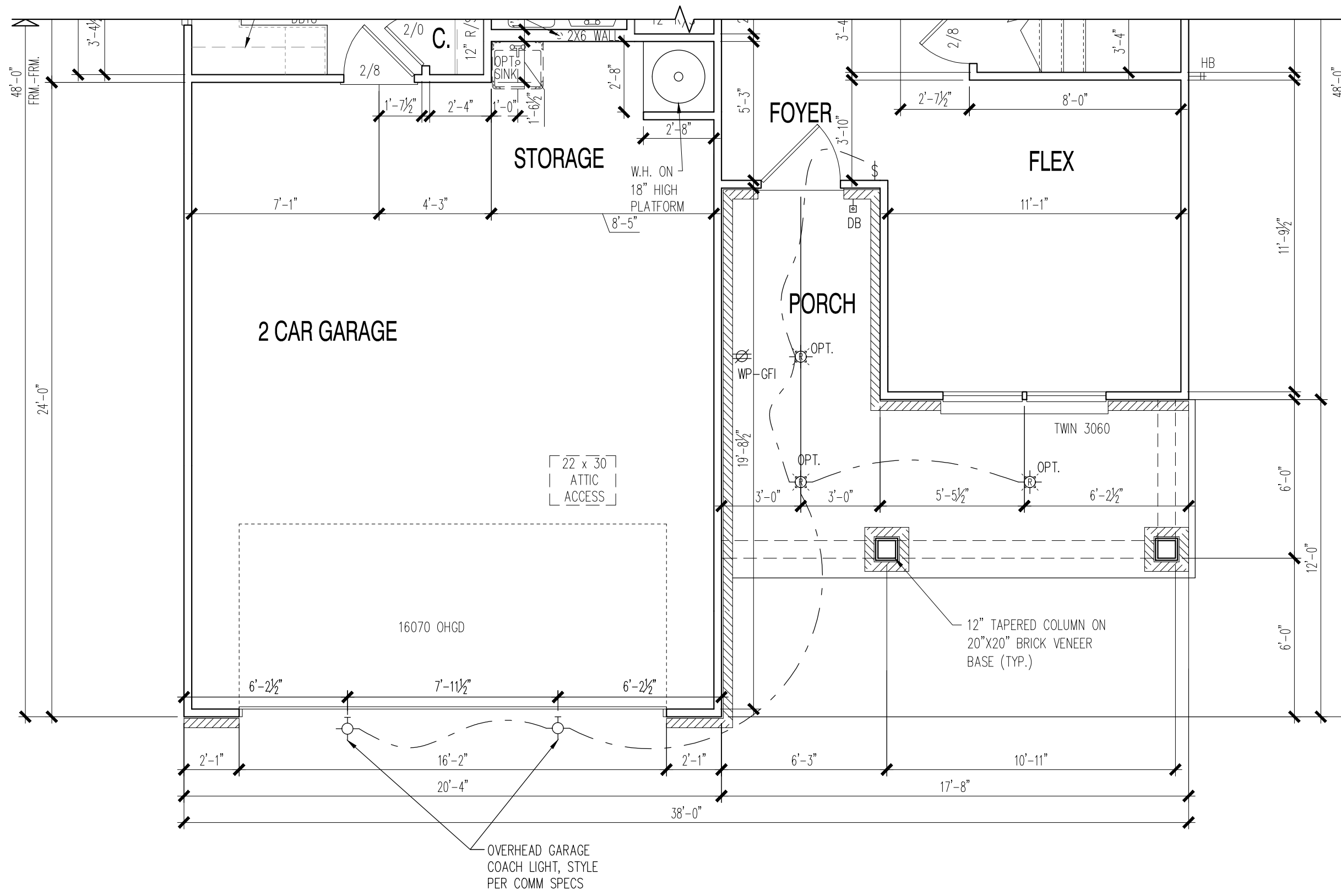
**FRONT ELEVATION 8
W/ OPT. 4' GARAGE EXTENSION**

SCALE : 1/4" = 1'-0"



**PARTIAL RIGHT SIDE ELEV 8
W/ OPT. 4' GARAGE EXTENSION**

SCALE : 1/4" = 1'-0"



**PARTIAL FIRST FLOOR PLAN ELEV 8
W/ OPT. 4' GARAGE EXTENSION**

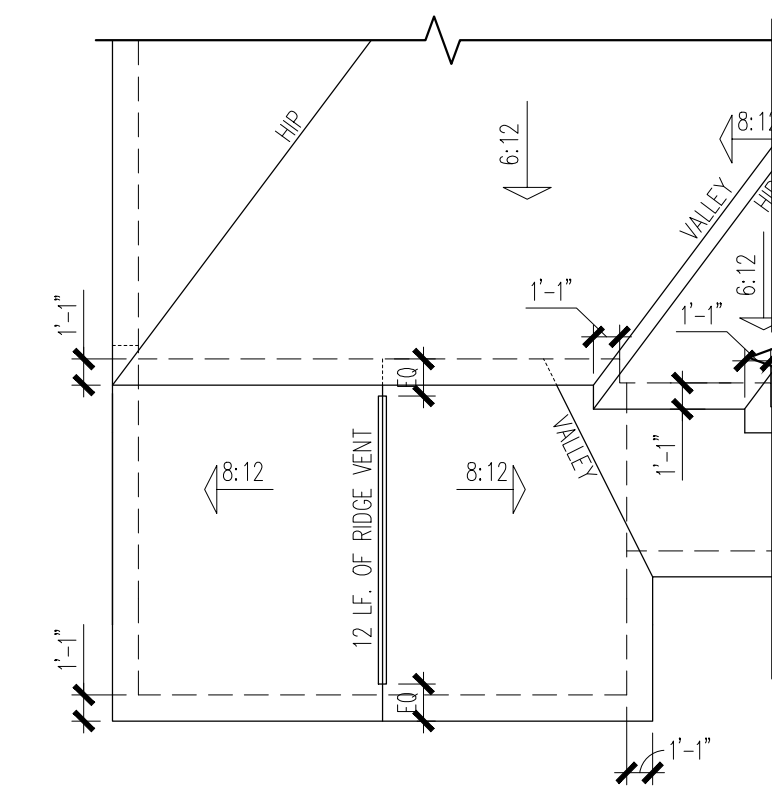
SCALE : 1/4" = 1'-0"

SCALE : 1/4" = 1'-0"

ATTIC VENTILATION : (300 SQ FT ATTIC SPACE / 1 SQ FT VENTILATION)
W/ 40%-50% REQ. VENTS GREATER THAN OR EQUAL TO 3' ABOVE
EAVE / CORNICE VENTS PER R806.2

ELEV 8 GARAGE W/4' EXTENSION	501 SQ FT UNDER ROOF ATTIC / 300 SQ FT / 1 SQ FT = 1.67 SQ FT VENTILATION
RIDGE VENT 18 SQ IN = (.125 SQ FT)	
BOX VENT 50 SQ IN = (.3472 SQ FT)	
SOFFIT VENT 9 SQ IN = (.0625 SQ FT)	
1.67 SQ FT x 50 % = 0.835SQ FT RIDGE, 1.67 SQ FT x 50 % = 0.835SQ FT SOFFIT	
RIDGE VENT	0.835 SQ FT = 6.7 FEET OF RIDGE VENT OR W/ HIG. BOX VENT
	0.125 SQ FT
SOFFIT VENT	0.835 SQ FT = 2.4 BOX VENT(S) 0.3472SQ FT
	0.835 SQ FT = 13.4 FEET OF SOFFIT VENT 0.0625SQ FT

*CALCULATIONS REFLECT 50 % RIDGE AND 50 % SOFFIT VENTS ALLOWABLE PER SECTION R806.2



**PARTIAL ROOF PLAN ELEV 8
W/ OPT. 4' GARAGE EXTENSION**

SCALE : 1/8" = 1'-0"

Newberry
FRONT ELEVATION 8 OPT. 4' FRONT GARAGE EXTENSION

PRODUCT MANAGER

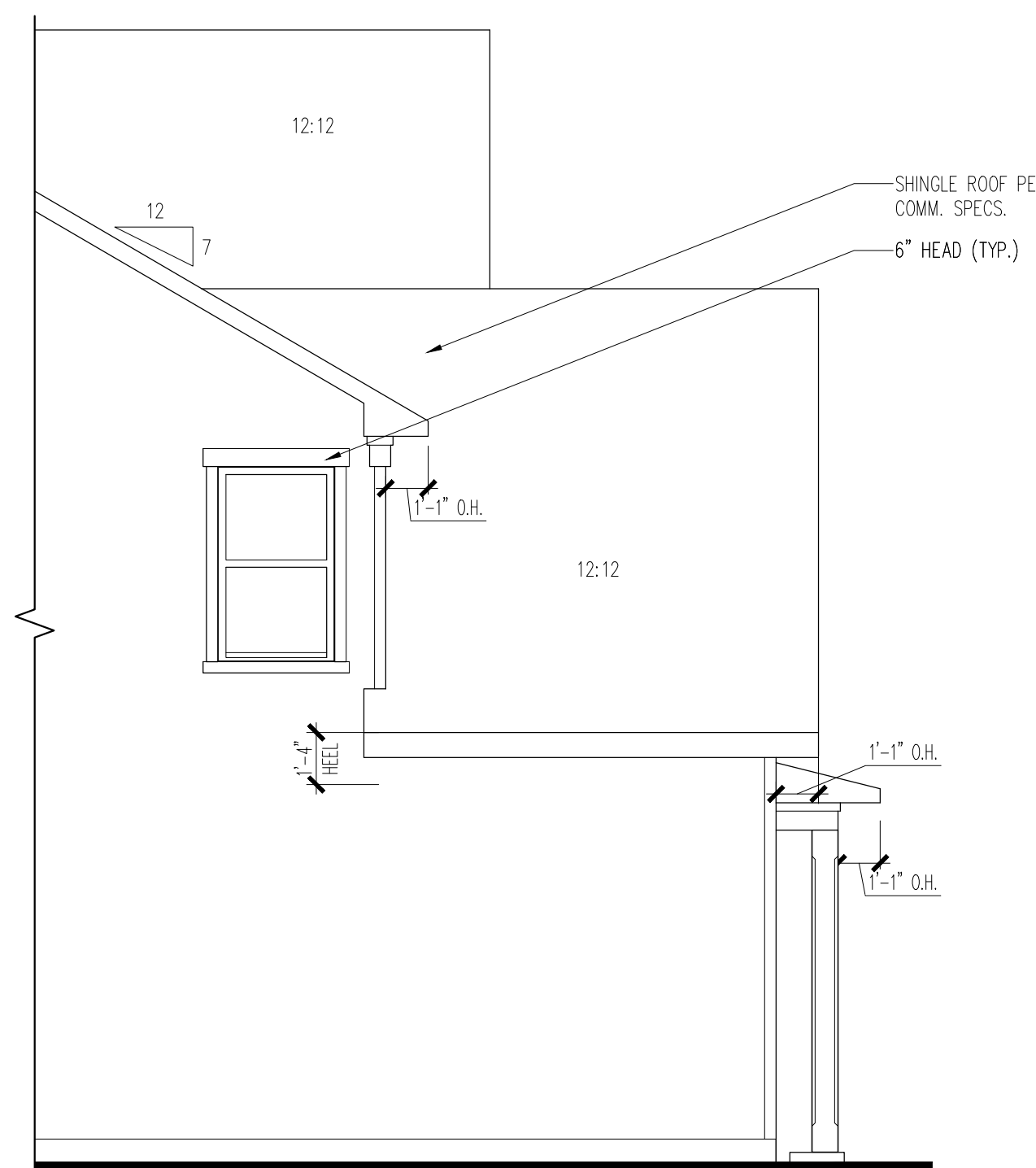
INITIAL RELEASE DATE:

REV#	DATE/DESCRIPTION

PROJECT TYPE
Single Family

PLAN NAME
Newberry

SHEET
3.8.1



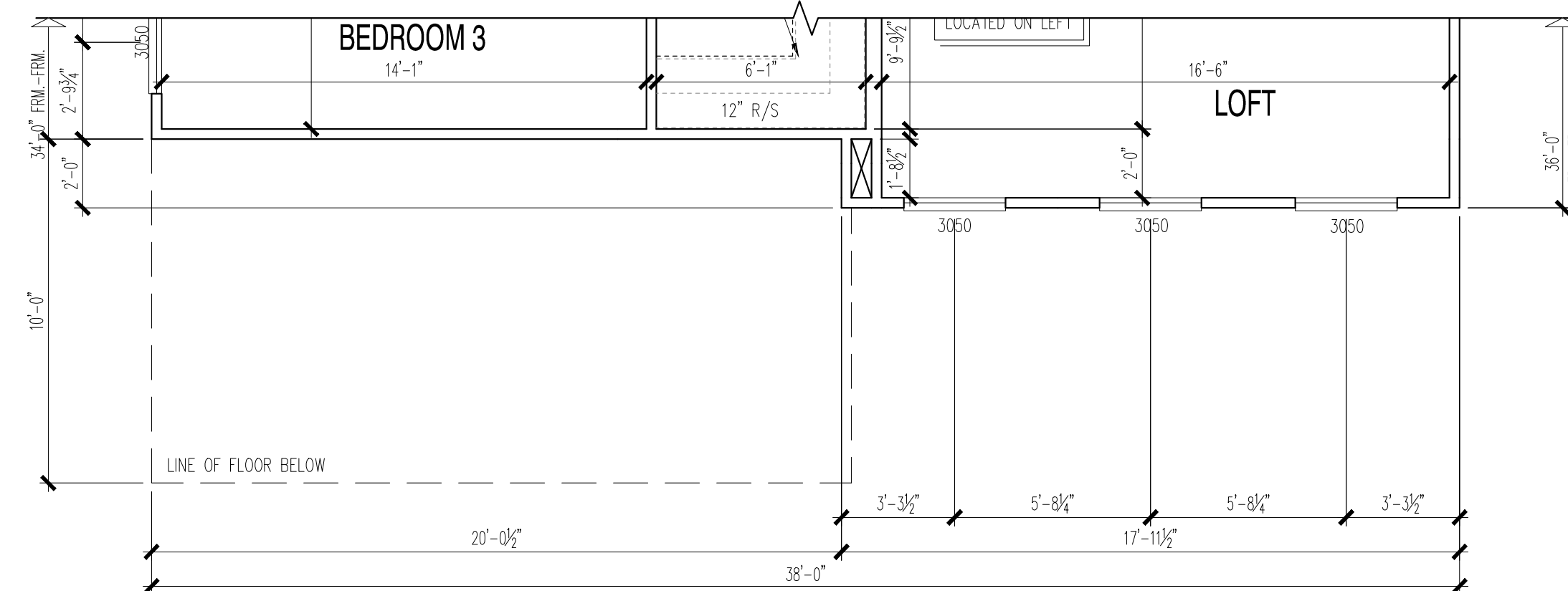
PARTIAL LEFT SIDE ELEVATION

SCALE : 1/4" = 1'-0"



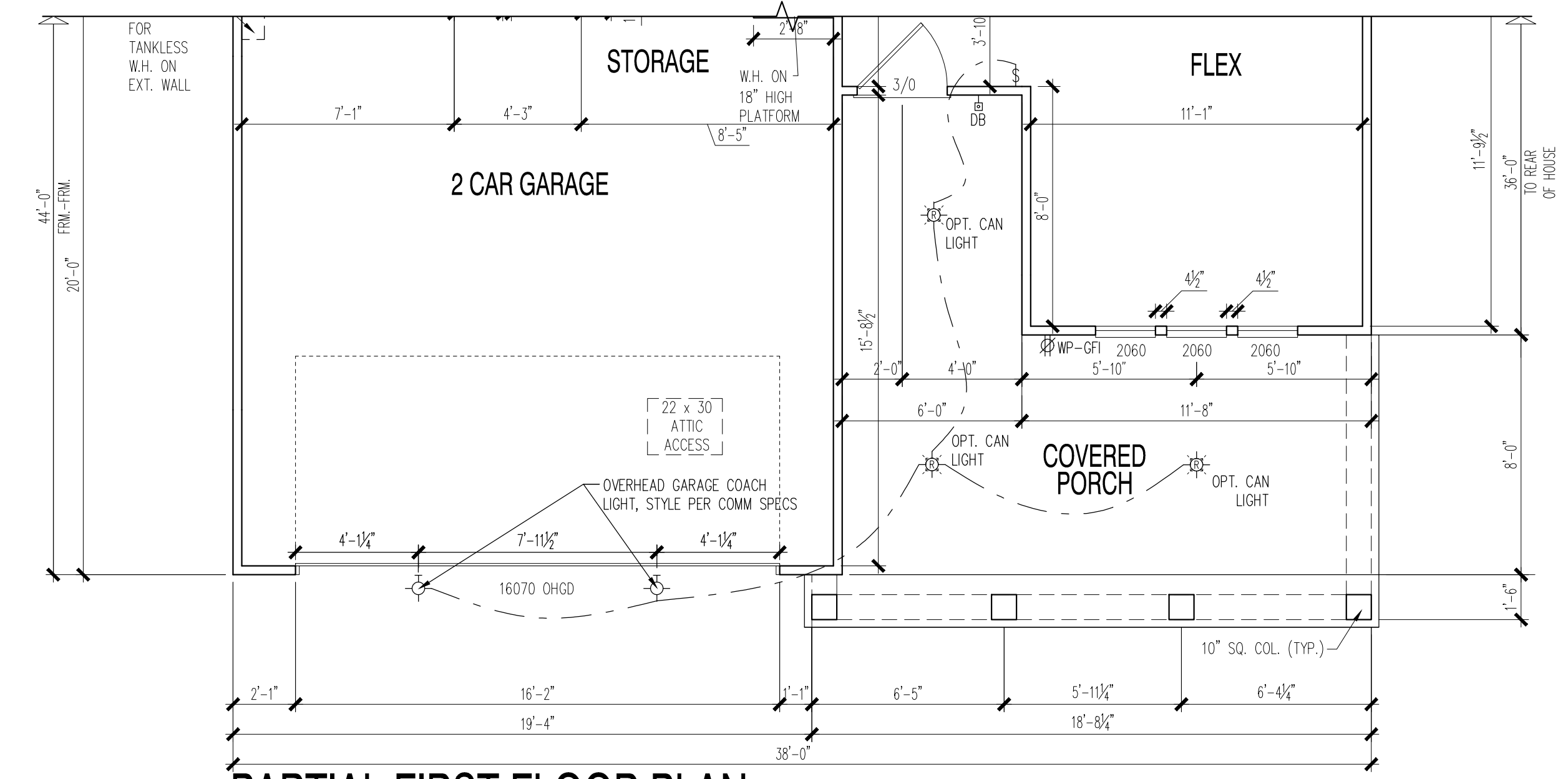
FRONT ELEVATION 21

SCALE : 1/4" = 1'-0"



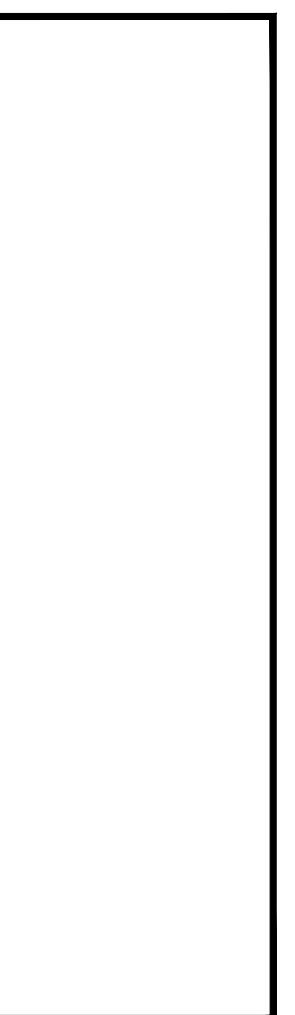
PARTIAL SECOND FLOOR PLAN

SCALE : 1/4" = 1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE : 1/4" = 1'-0"



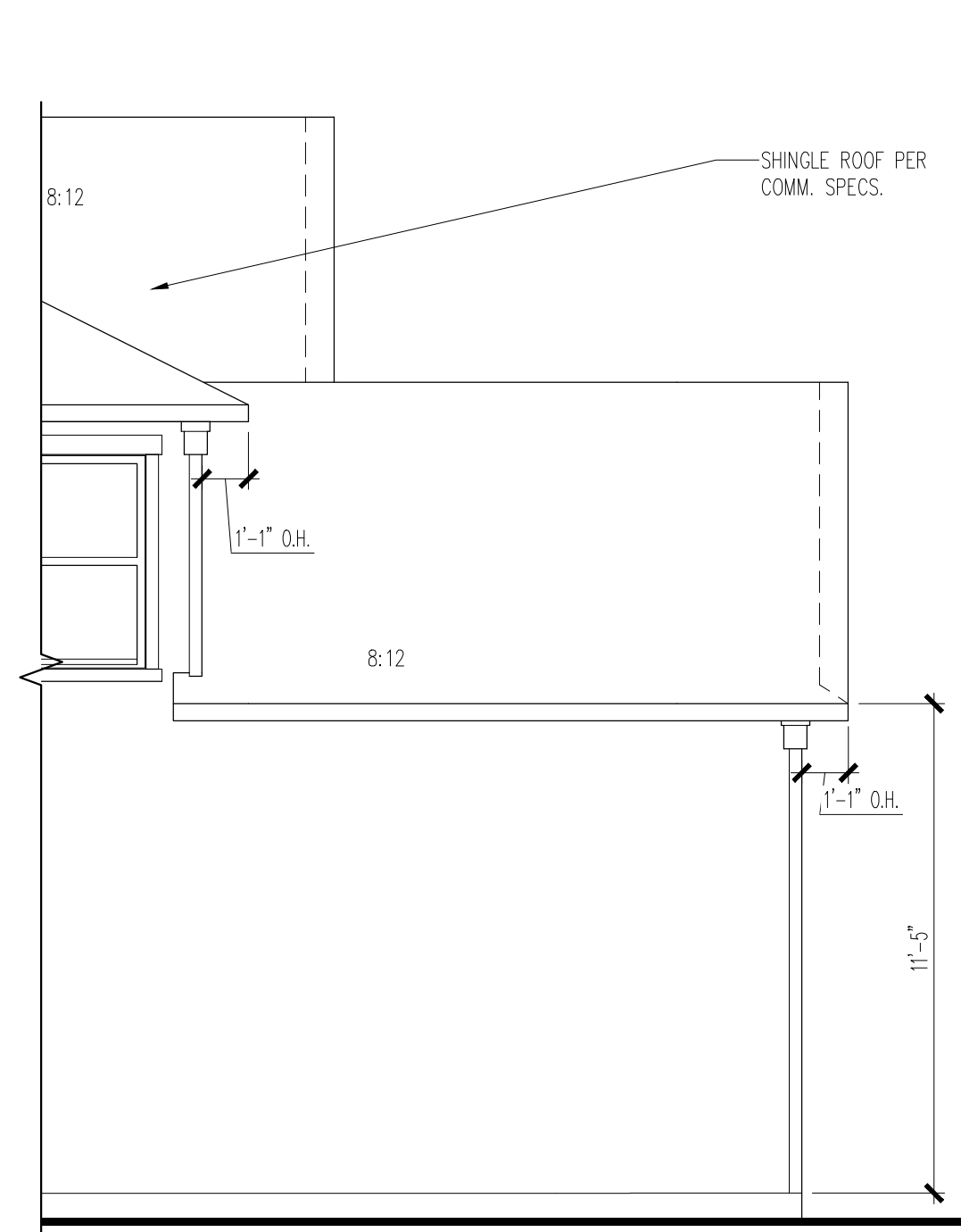
Newberry
FRONT ELEVATION 21

PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION
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PROJECT TYPE
Single Family

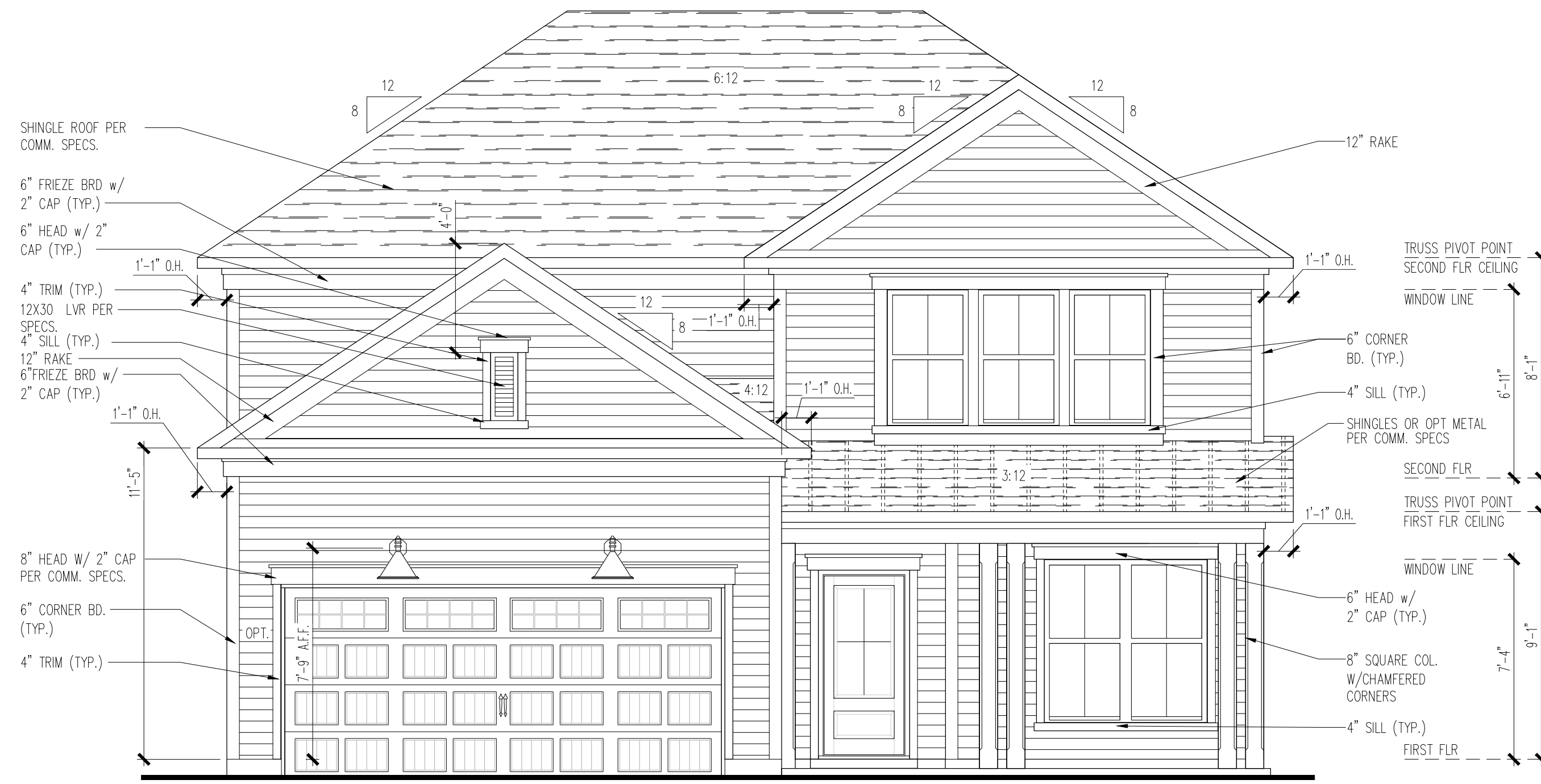
PLAN NAME
Newberry

SHEET
3.21.0



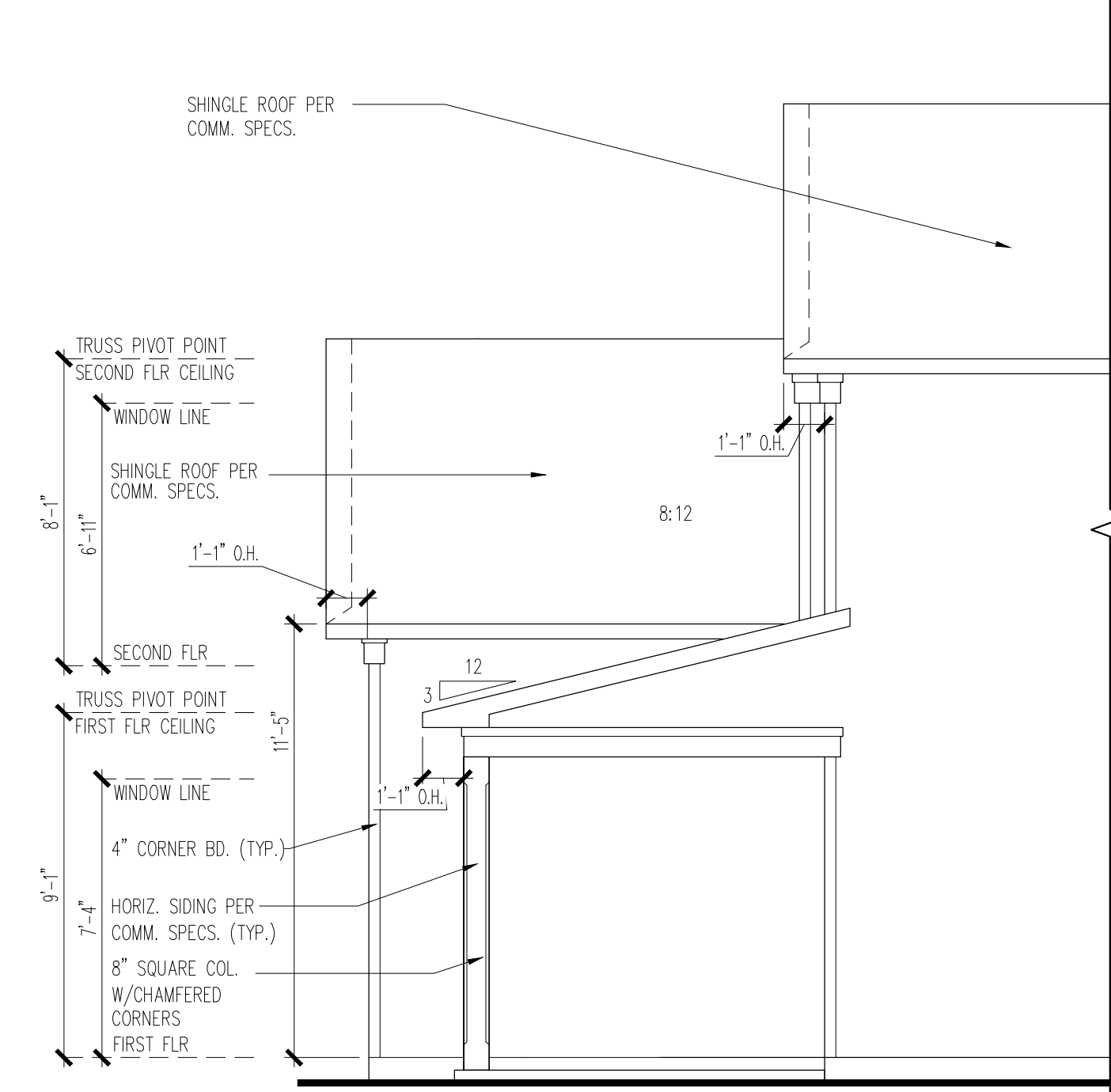
**PARTIAL LEFT SIDE ELEV 22
W/ OPT. 4' GARAGE EXTENSION**

SCALE : 1/4" = 1'-0"



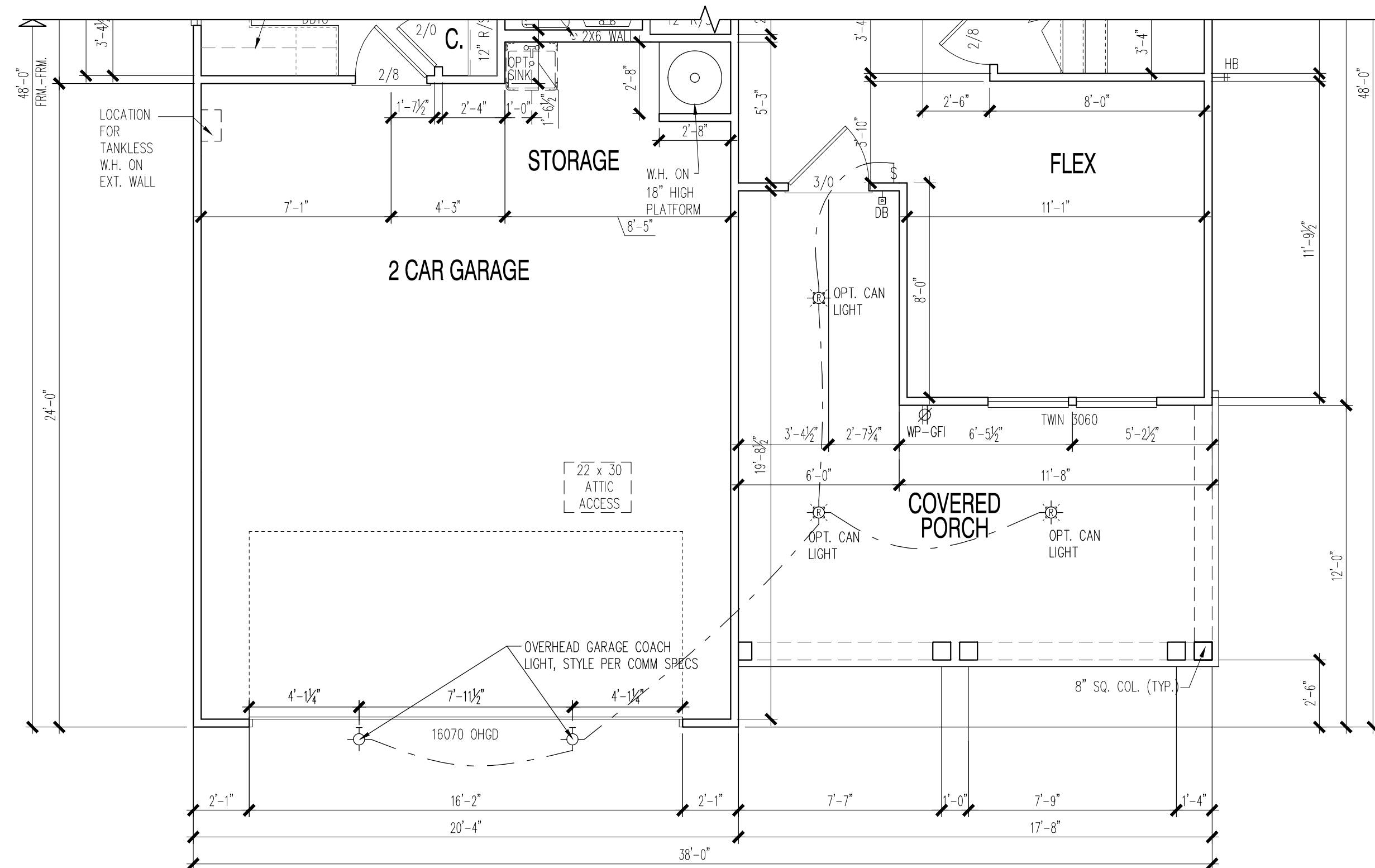
**FRONT ELEVATION 22
W/ OPT. 4' GARAGE EXTENSION**

SCALE : 1/4" = 1'-0"



**PARTIAL RIGHT SIDE ELEV 22
W/ OPT. 4' GARAGE EXTENSION**

SCALE : 1/4" = 1'-0"



**PARTIAL FIRST FLOOR PLAN ELEV 22
W/ OPT. 4' GARAGE EXTENSION**

SCALE : 1/4" = 1'-0"

ATTIC VENTILATION : (300 SQ FT ATTIC SPACE / 1 SQ FT VENTILATION)
W/ 40%-50% REQ. VENTS GREATER THAN OR EQUAL TO 3" ABOVE
EAVE / CORNICE VENTS PER R806.2

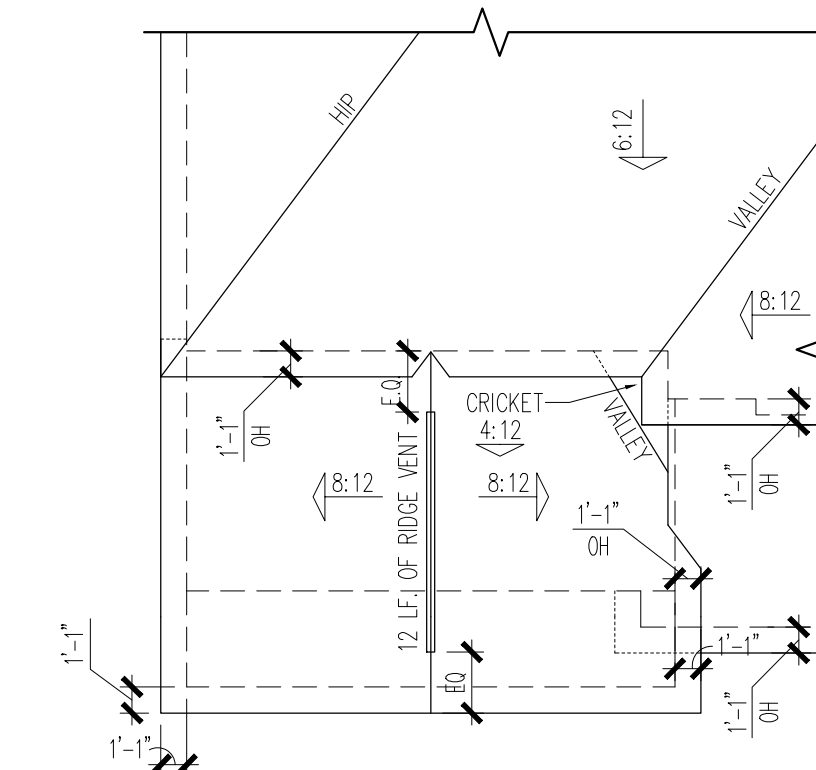
ELEVATION *22*
GARAGE W/ 4FT. EXT. 284 SQ FT UNDER ROOF ATTIC /
300 SQ FT / 1 SQ FT = 0.95 SQ FT VENTILATION

RIDGE VENT 18 SQ IN = (.125 SQ FT)
BOX VENT 50 SQ IN = (.3472 SQ FT)
SOFFIT VENT 9 SQ IN = (.0625 SQ FT)

0.95 SQ FT x 50 % = 0.47350 FT RIDGE VENT , 0.95 SQ FT x 50 % = 0.47350 FT SOFFIT
RIDGE VENT OR W/ HIP, BOX VENT
0.473 SQ FT = 3.8 FEET OF RIDGE VENT 0.473 SQ FT = 1.4 BOX VENT(S)
0.125 SQ FT 0.3472 SQ FT

SOFFIT VENT
0.473 SQ FT = 7.6 FEET OF SOFFIT VENT
0.0625 SQ FT

*CALCULATIONS REFLECT 50 % RIDGE AND 50 % SOFFIT VENTS ALLOWABLE PER SECTION R806.2



**PARTIAL ROOF PLAN ELEV 22
W/ OPT. 4' GARAGE EXTENSION**

SCALE : 1/8" = 1'-0"

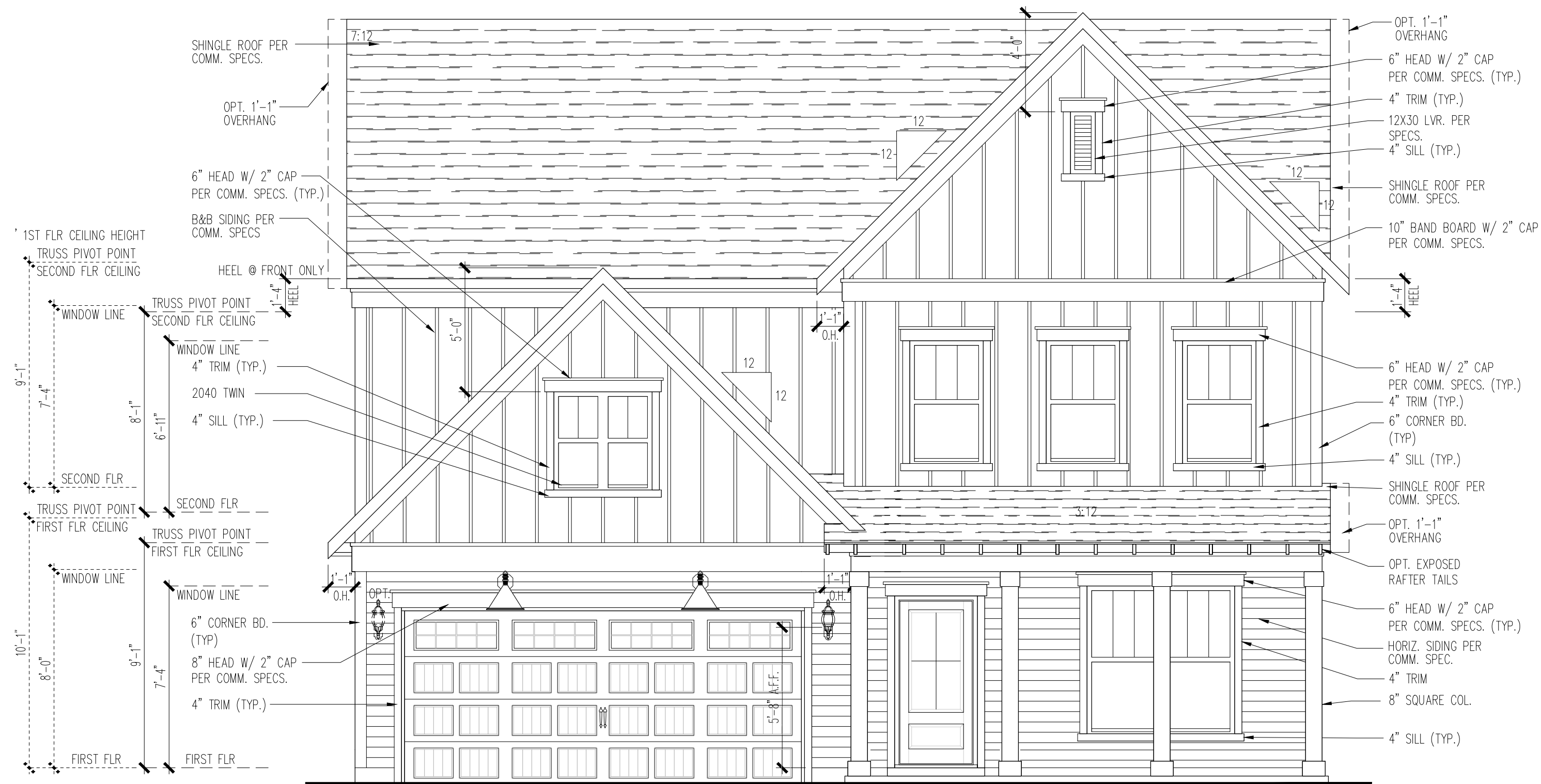
Newberry
FRONT ELEVATION 22 OPT. 4' FRONT GARAGE EXTENSION

REV#	DATE/DESCRIPTION

PROJECT TYPE
Single Family

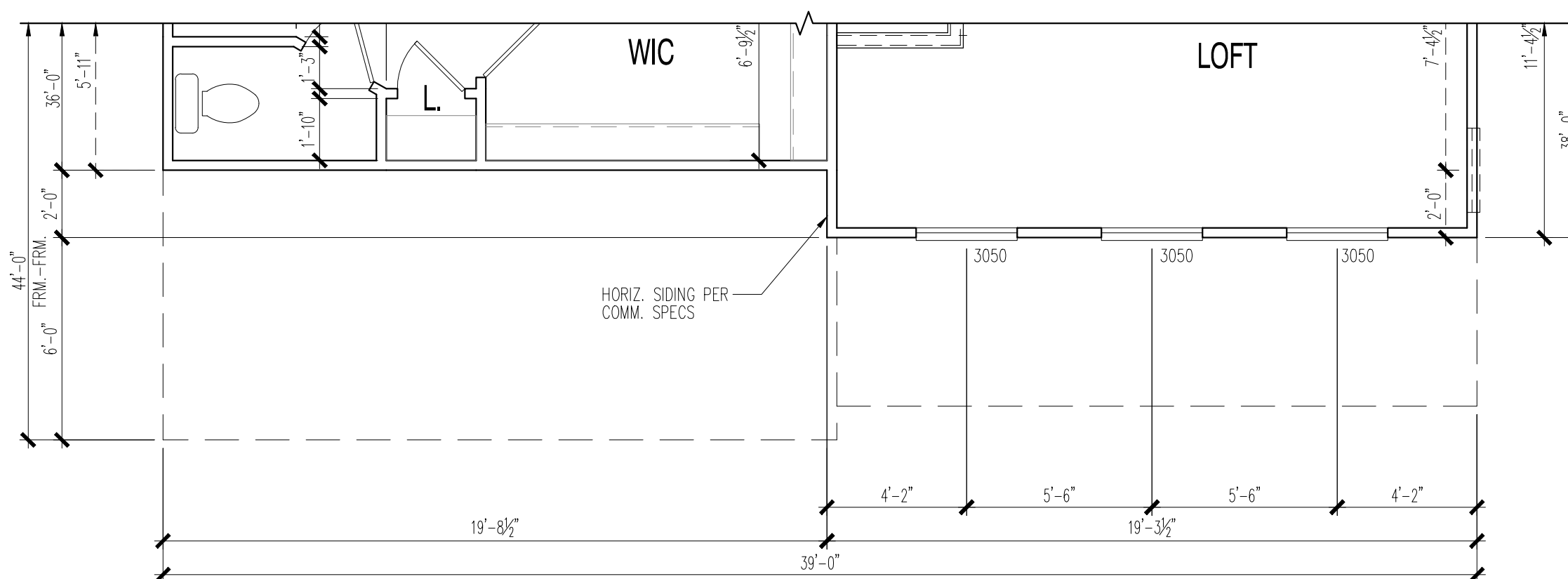
PLAN NAME
Newberry

SHEET
3.22.1



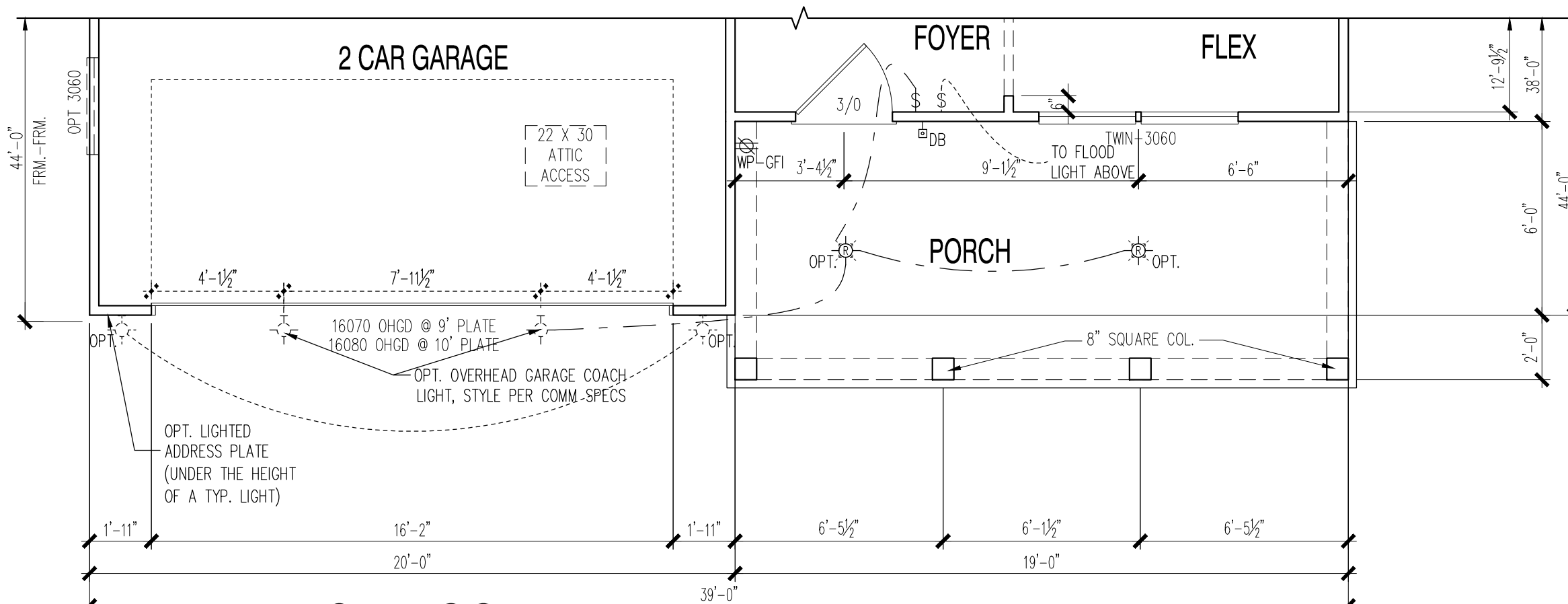
FRONT ELEVATION 15

SCALE : 1/4" = 1'-0"



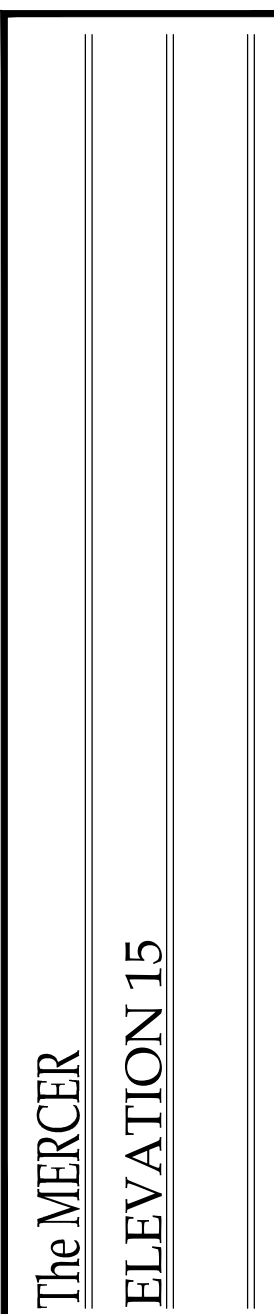
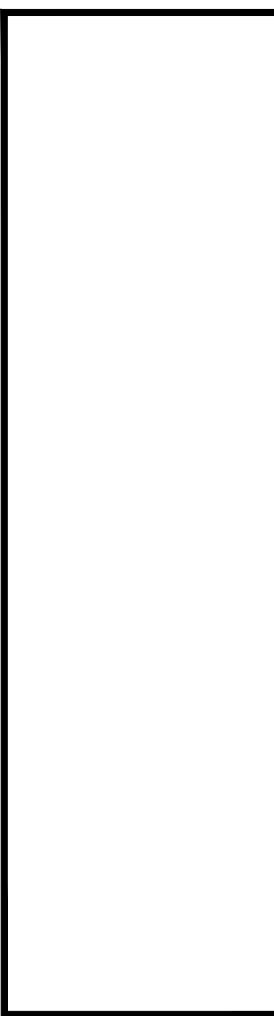
PARTIAL SECOND FLOOR PLAN

SCALE : 1/4" = 1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE : 1/4" = 1'-0"

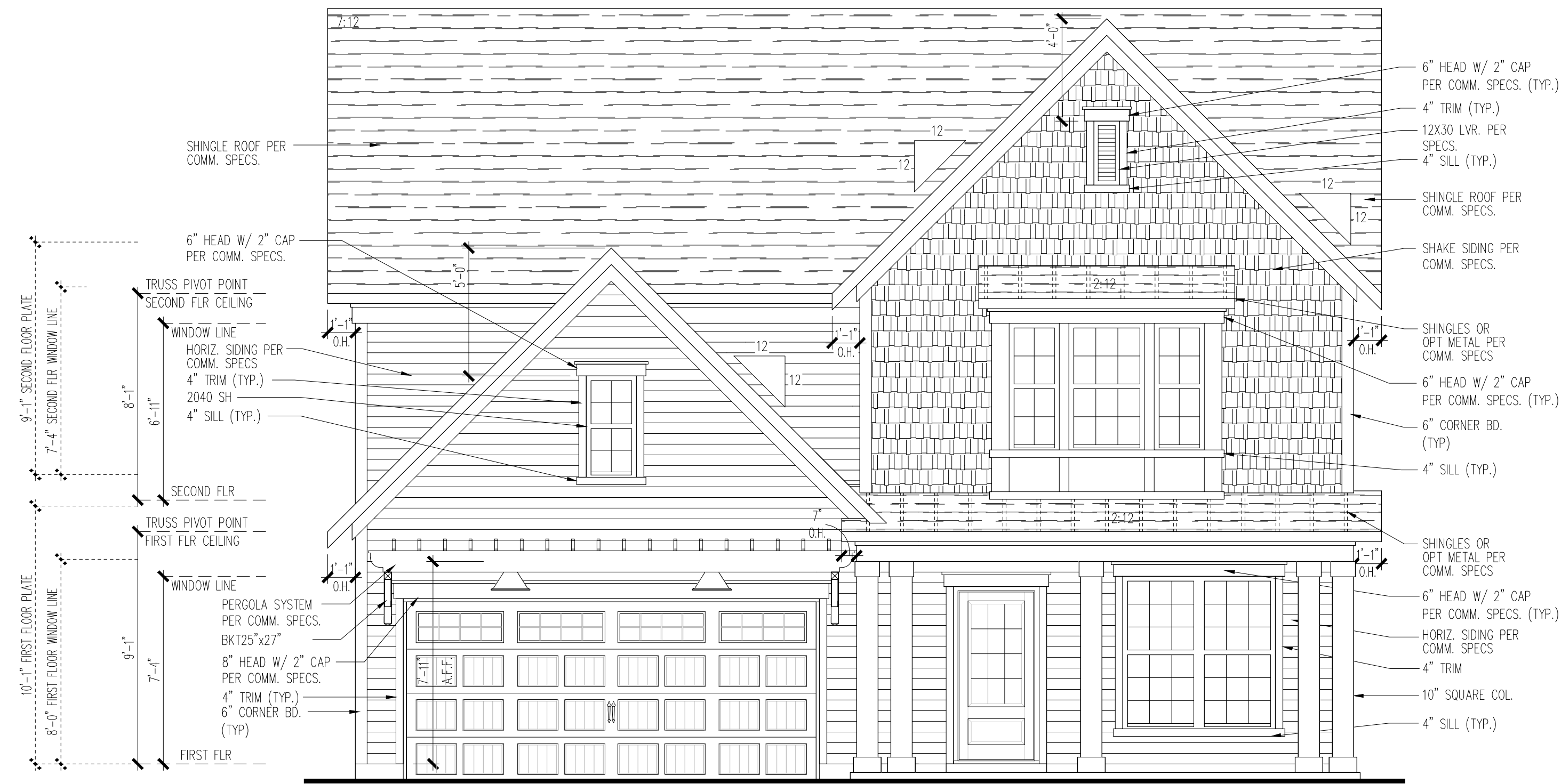


PRODUCT MANAGER	
INITIAL RELEASE	
DATE:	
REV#	DATE/DESCRIPTION
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PROJECT TYPE
Single Family

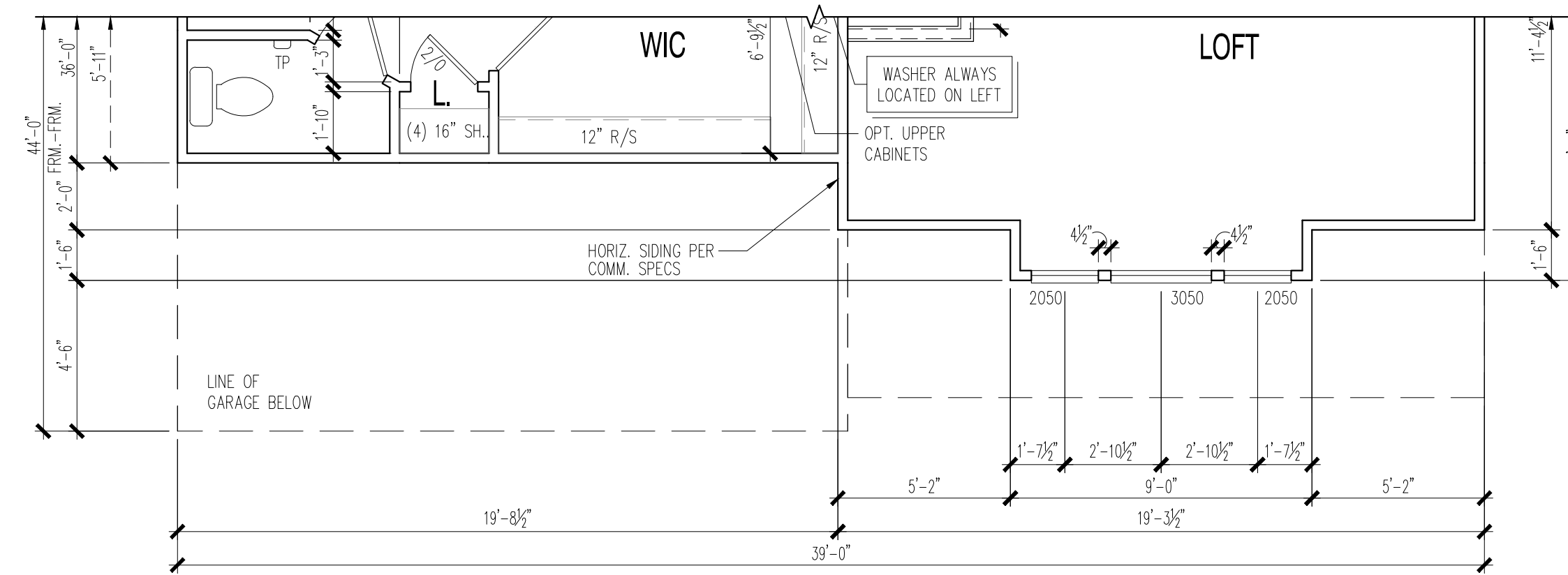
PLAN NAME
Mercer

SHEET
3.15



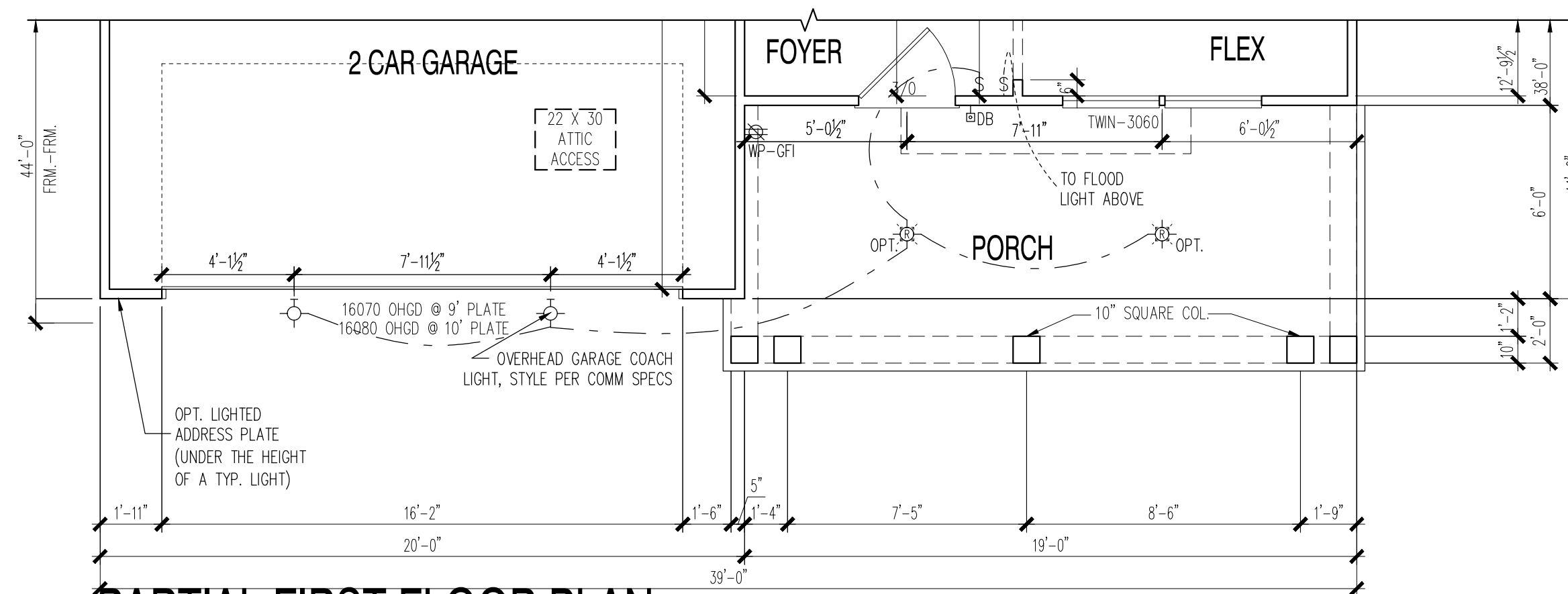
FRONT ELEVATION 18

SCALE : 1/4" = 1'-0"



PARTIAL SECOND FLOOR PLAN

SCALE : 1/4" = 1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE : 1/4" = 1'-0"

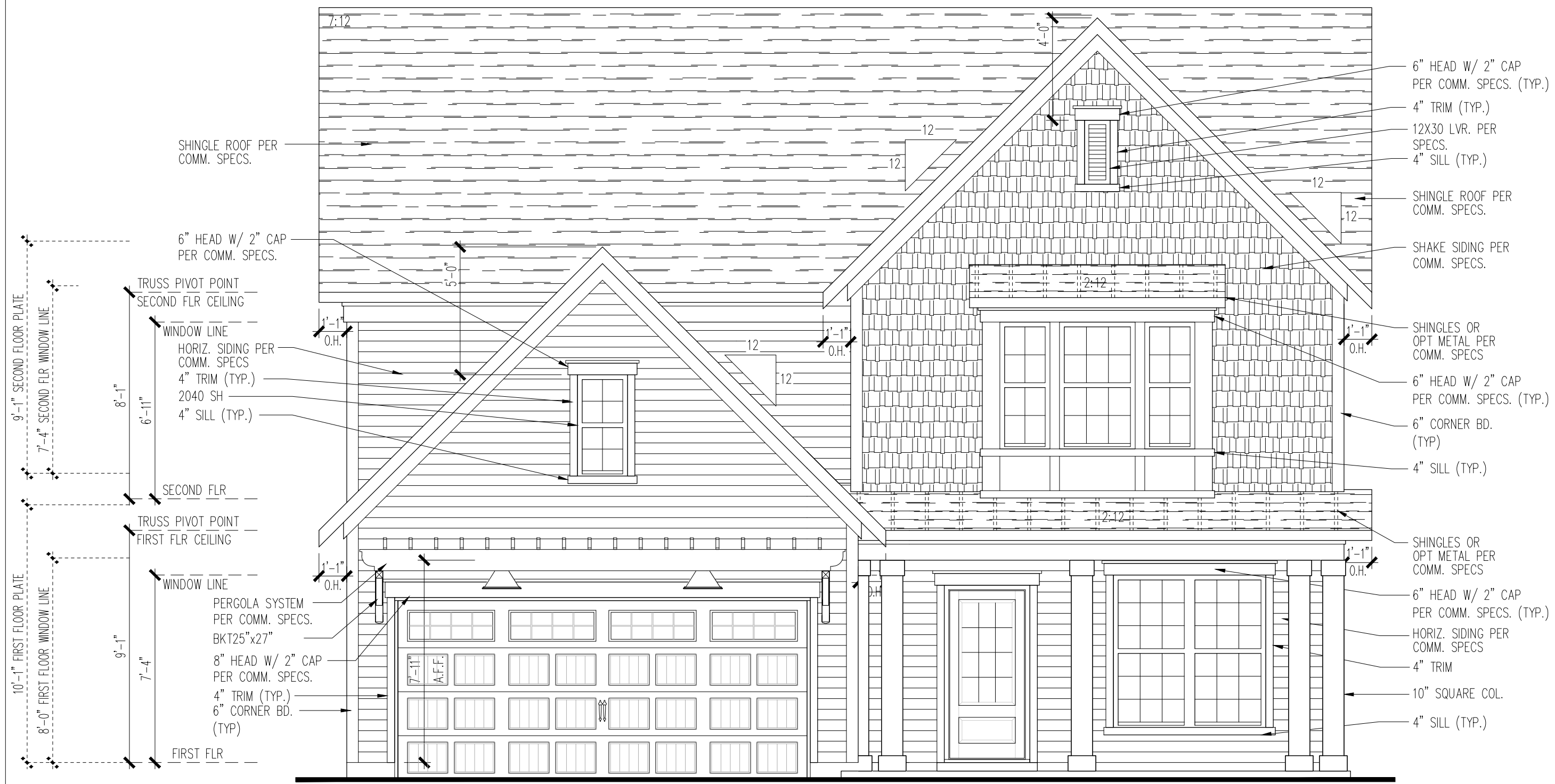
The MERCER
ELEVATION 18

PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION
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PROJECT TYPE
Single Family

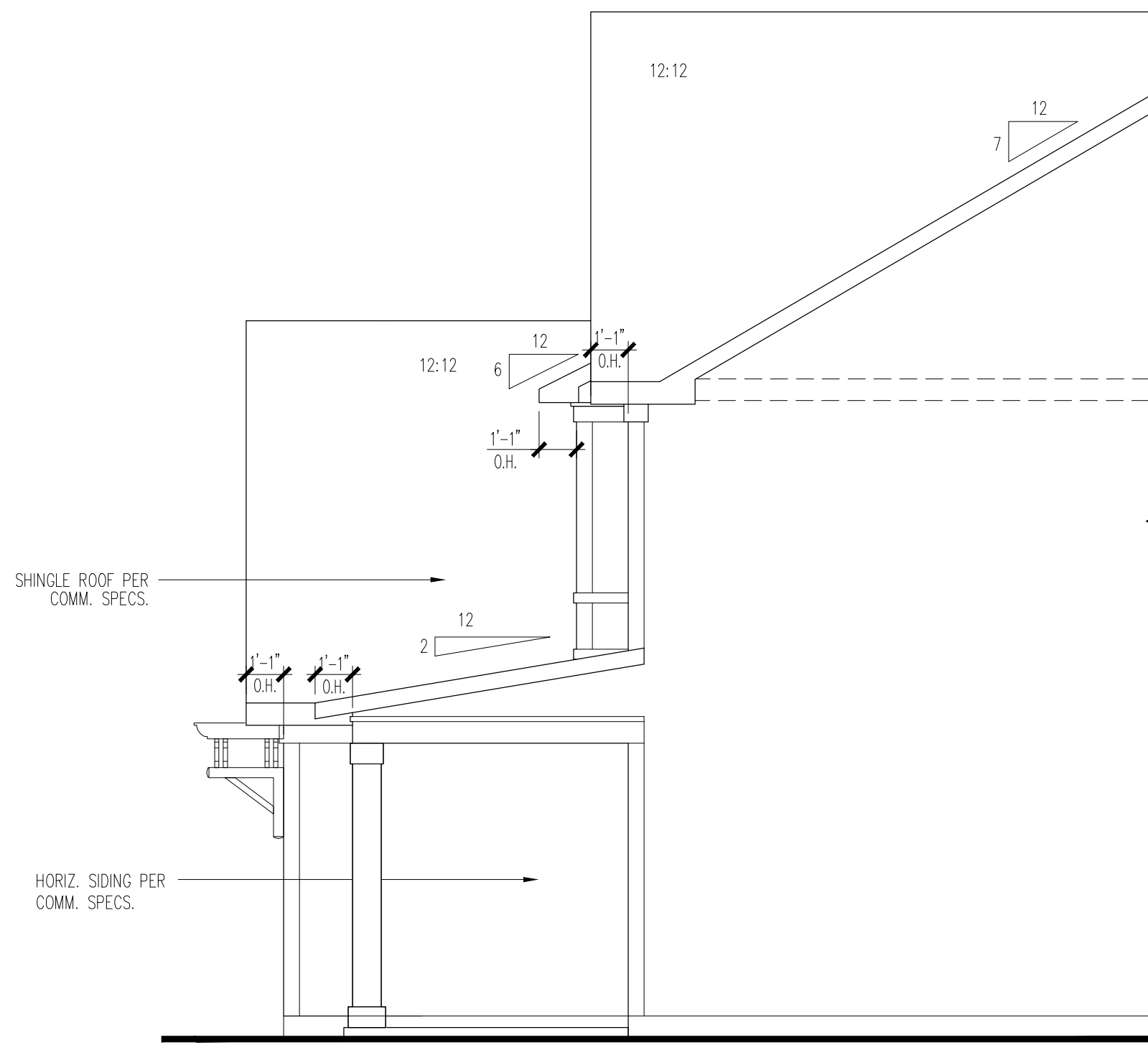
PLAN NAME
Mercer

SHEET
3.18



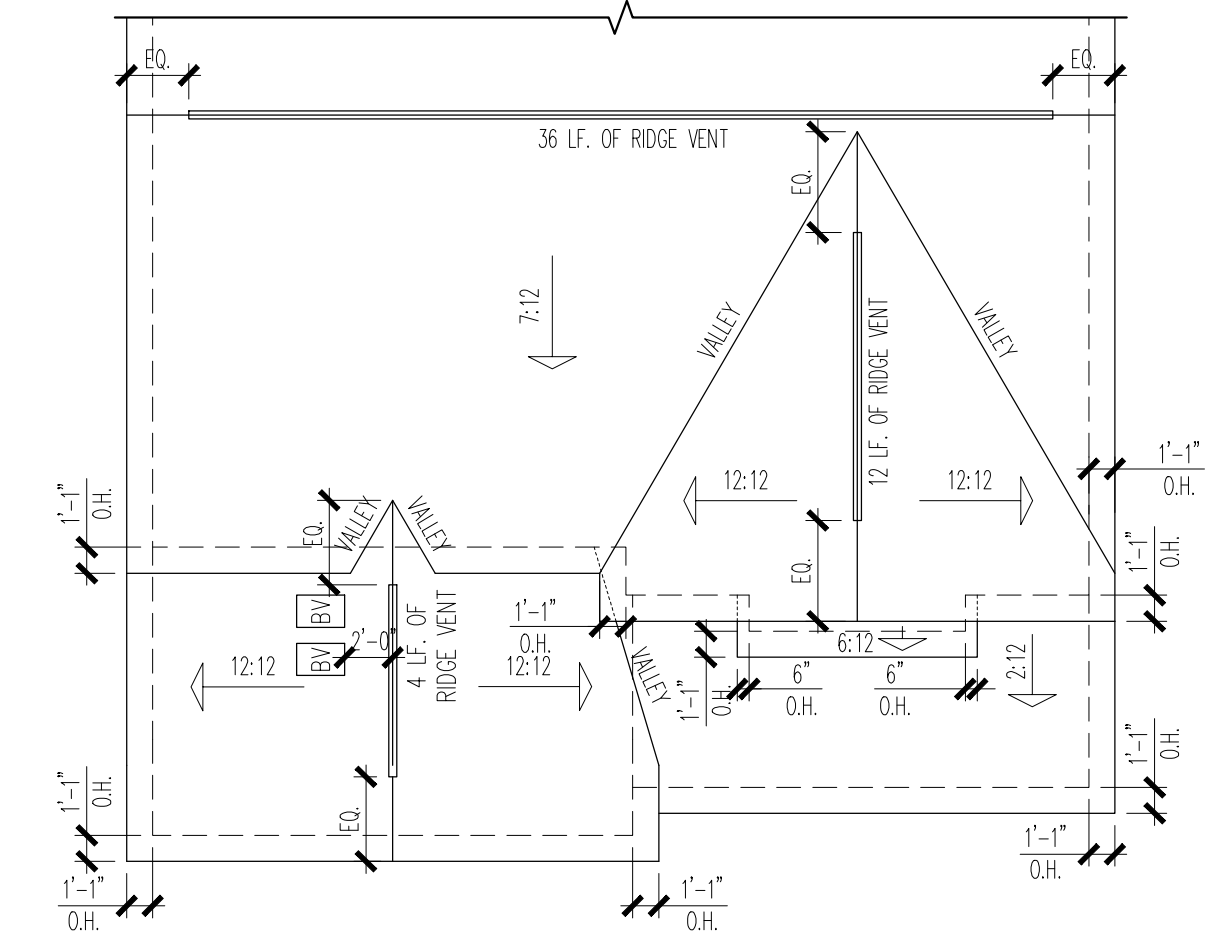
FRONT ELEVATION 18 W/ OPT. 4' GARAGE EXTENSION

SCALE : 1/4" = 1'-0"



PARTIAL RIGHT SIDE ELEVATION

SCALE : 1/4" = 1'-0"



ROOF PLAN

SCALE : 1/8" = 1'-0"

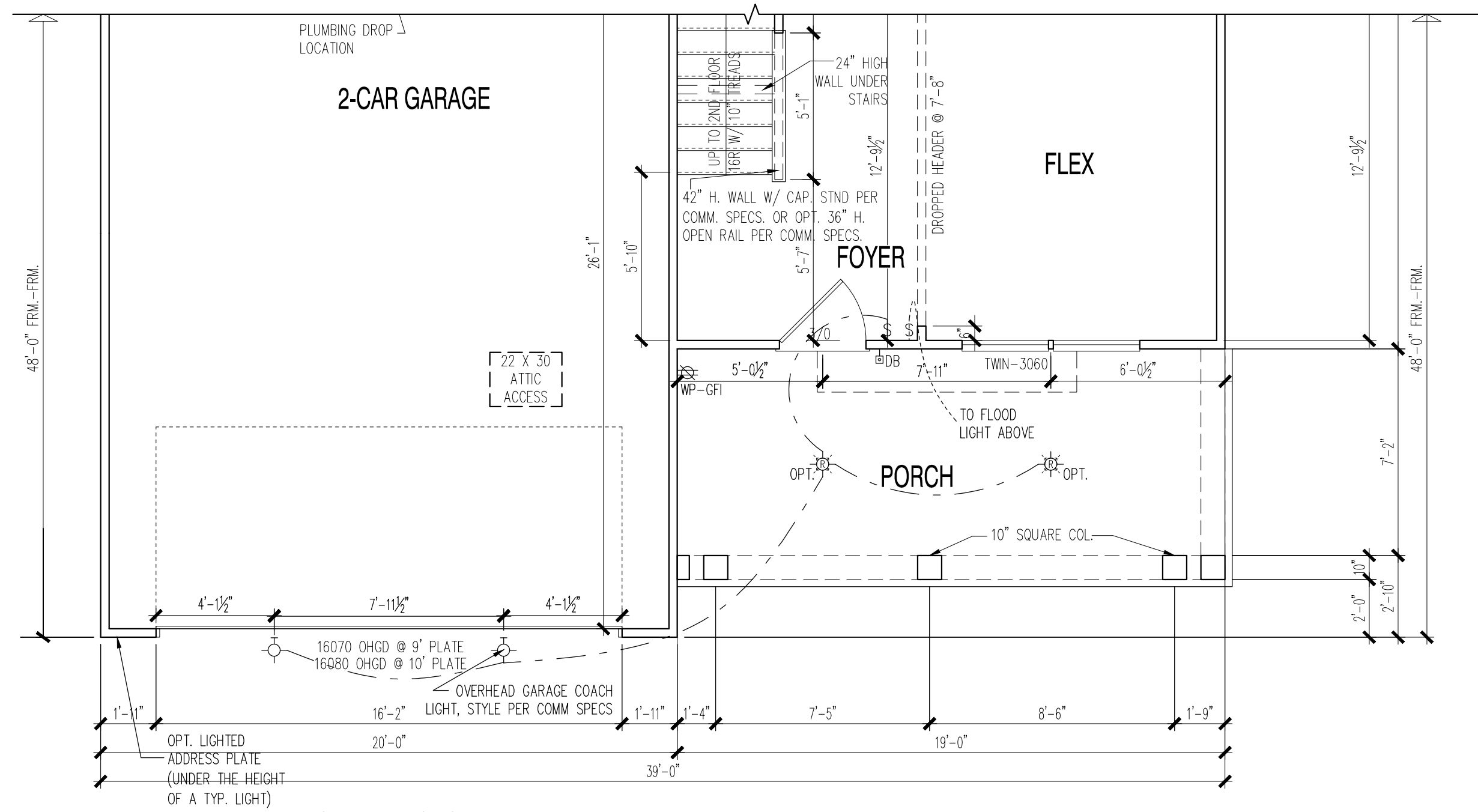
ATTIC VENTILATION : (300 SQ FT ATTIC SPACE / 1 SQ FT VENTILATION)
W/ 40%-50% REQ. VENTS GREATER THAN OR EQUAL TO 3' ABOVE
EAVE / CORNICE VENTS PER R806.2

4FT GARAGE EXT. 160 SQ FT UNDER ROOF ATTIC /
300 SQ FT / 1 SQ FT = 0.53 SQ FT VENTILATION

RIDGE VENT 18 SQ IN = (.125 SQ FT)
BOX VENT 50 SQ IN = (.3472 SQ FT)
SOFFIT VENT 9 SQ IN = (.0625 SQ FT)

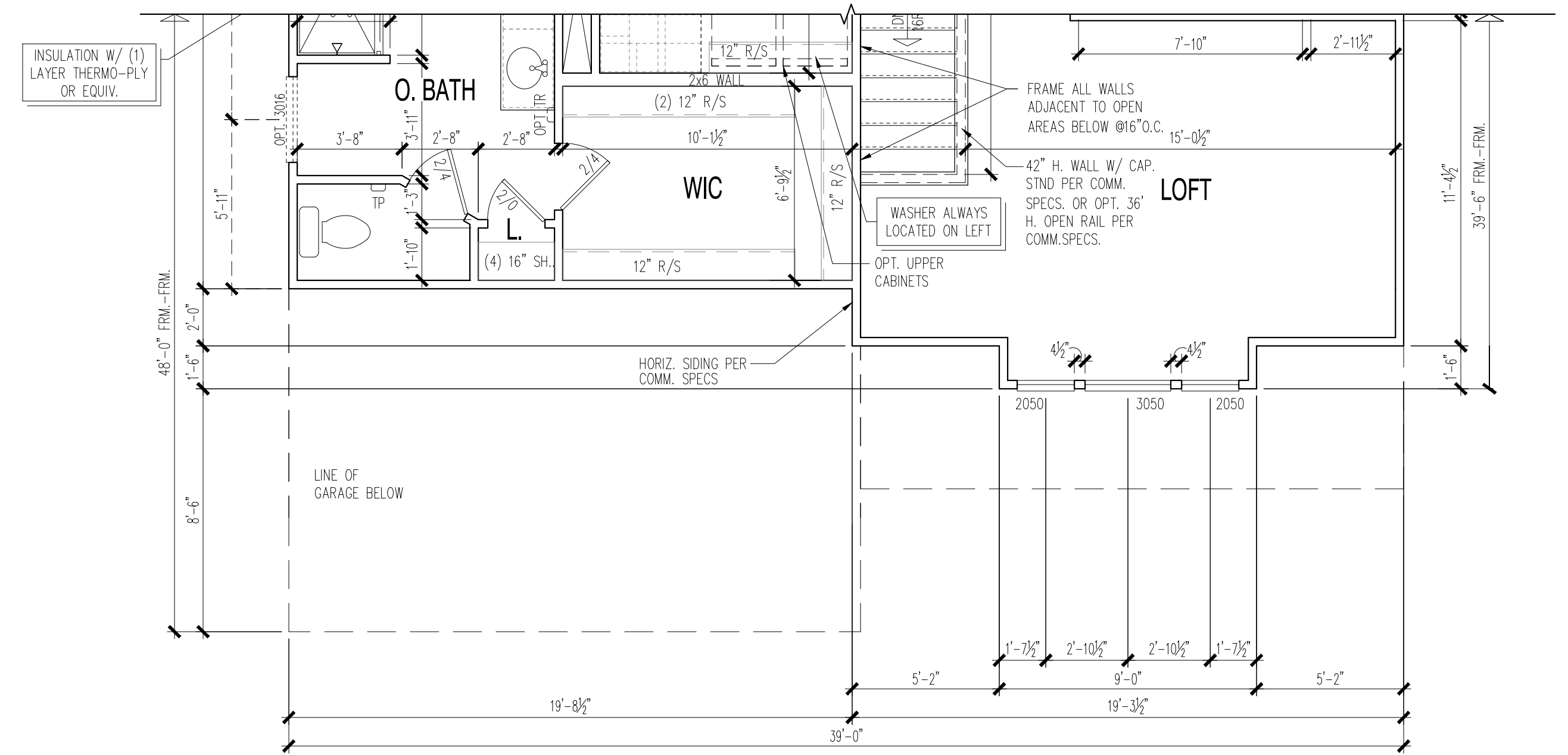
0.53 SQ FT x 50% = 0.2675 SQ FT RIDGE, 0.53 SQ FT x 50% = 0.2675 SQ FT SOFFIT
RIDGE VENT OR W/ HHP. BOX VENT
0.267 SQ FT = 2.1 FEET OF RIDGE VENT 0.267 SQ FT = 0.8 BOX VENT(S)
0.125 SQ FT 0.3472 SQ FT
SOFFIT VENT
0.267 SQ FT = 4.3 FEET OF SOFFIT VENT
0.0625 SQ FT

*CALCULATIONS REFLECT 50 % RIDGE AND 50 % SOFFIT VENTS ALLOWABLE PER SECTION R806.2



PARTIAL FIRST FLOOR PLAN

SCALE : 1/4" = 1'-0"



PARTIAL SECOND FLOOR PLAN

SCALE : 1/4" = 1'-0"

The MERCER
ELEVATION 18 W OPT. 4' GARAGE EXTENSION

PRODUCT MANAGER

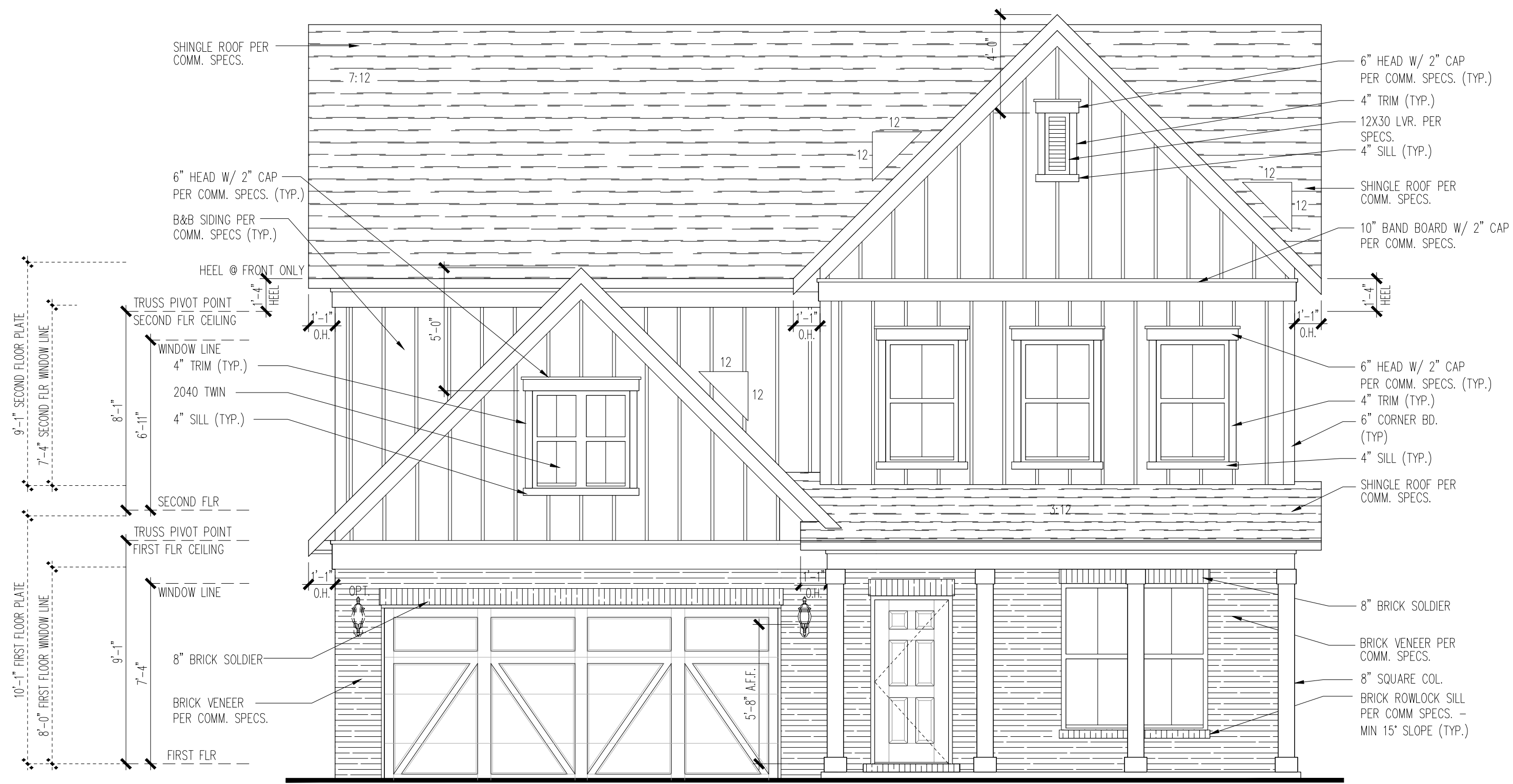
INITIAL RELEASE DATE:

REV#	DATE/DESCRIPTION

PROJECT TYPE
Single Family

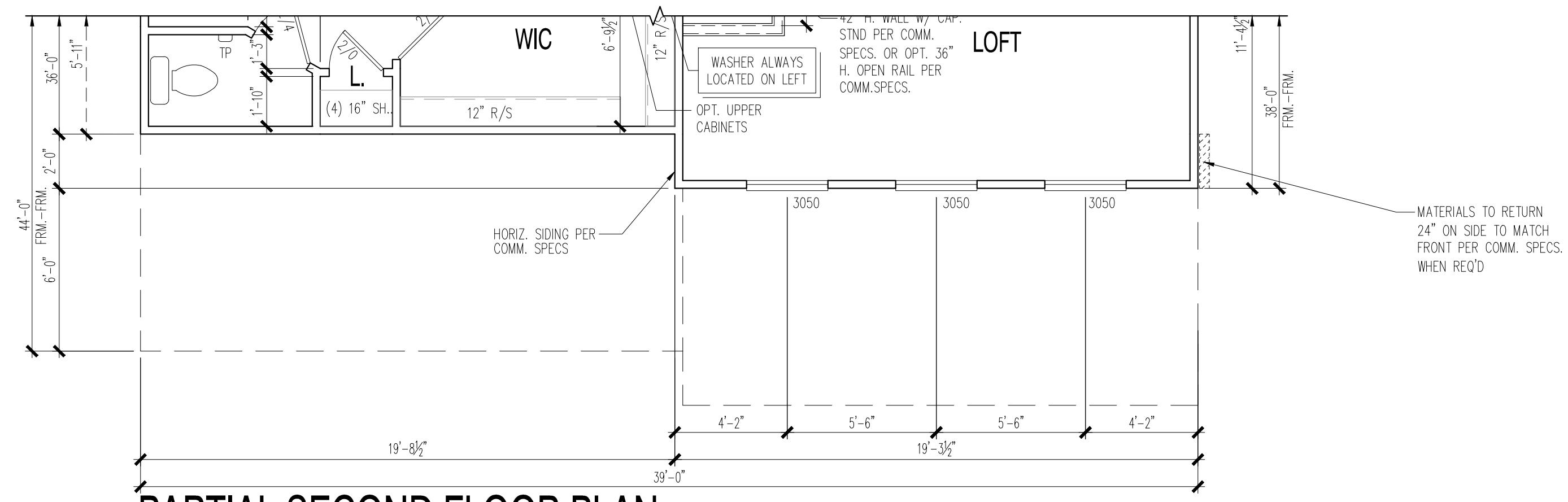
PLAN NAME
Mercer

SHEET
3.18.1



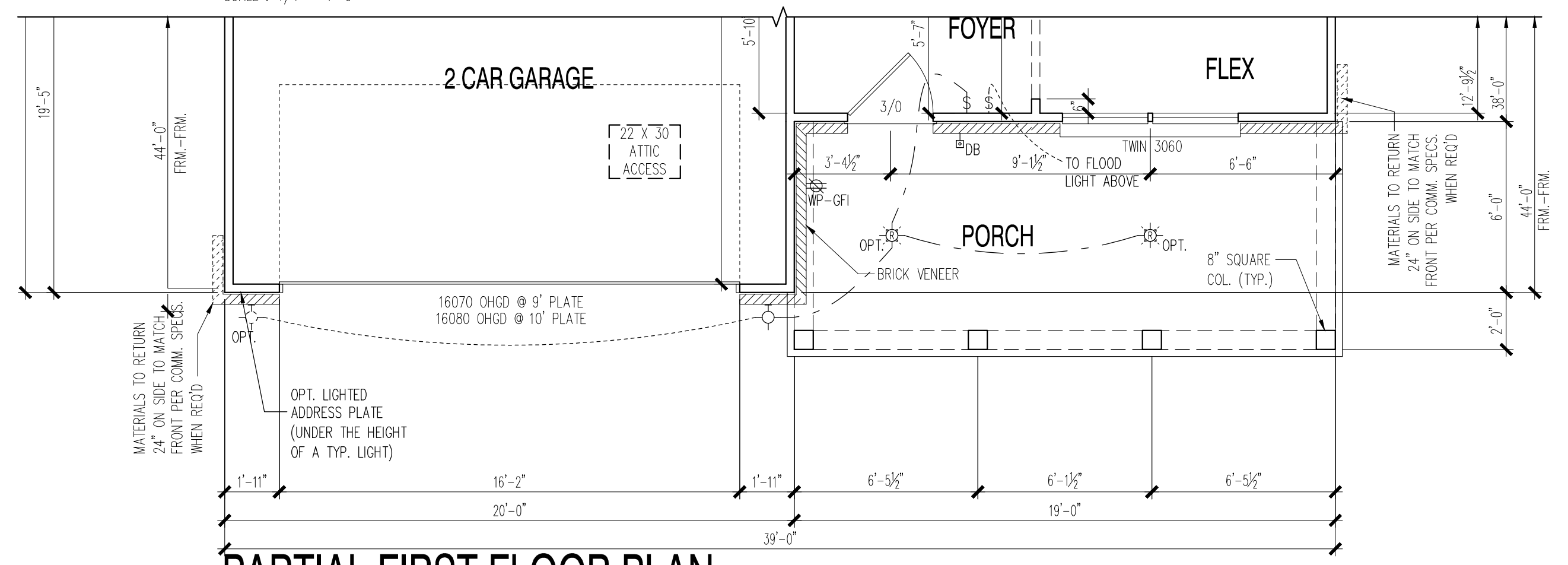
FRONT ELEVATION 25

SCALE : 1/4" = 1'-0"



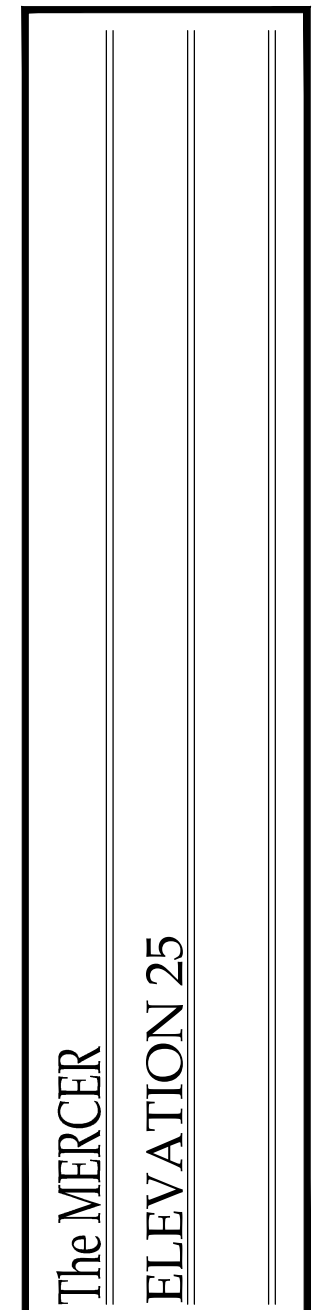
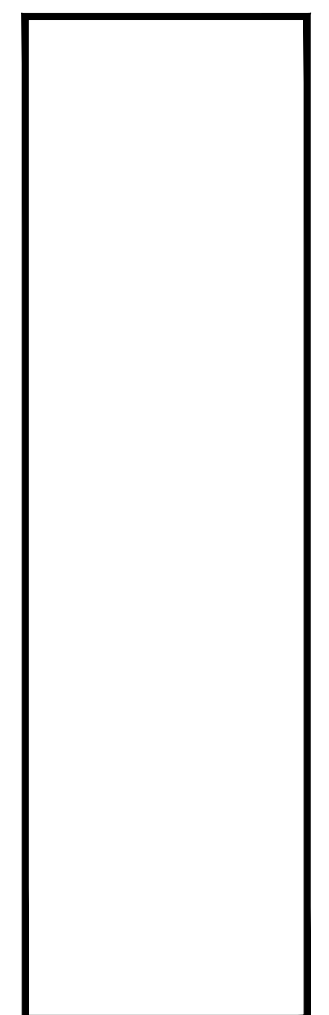
PARTIAL SECOND FLOOR PLAN

SCALE : 1/4" = 1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE : 1/4" = 1'-0"



PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION
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PROJECT TYPE
Single Family

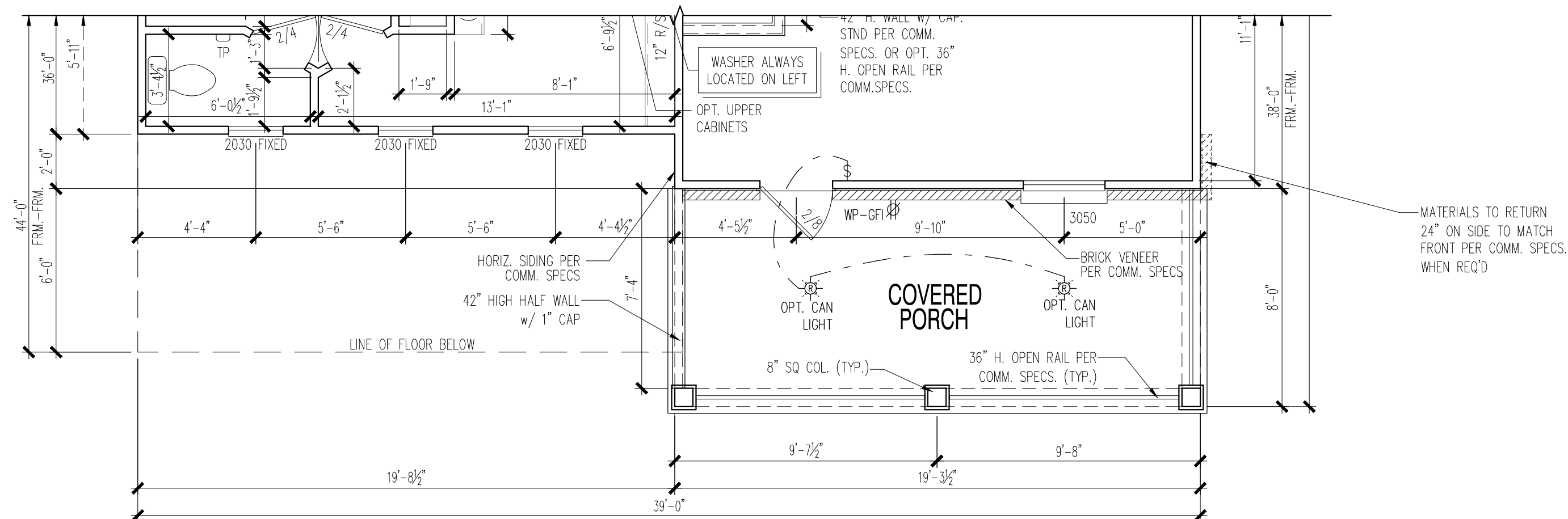
PLAN NAME
Mercer

SHEET
3.25



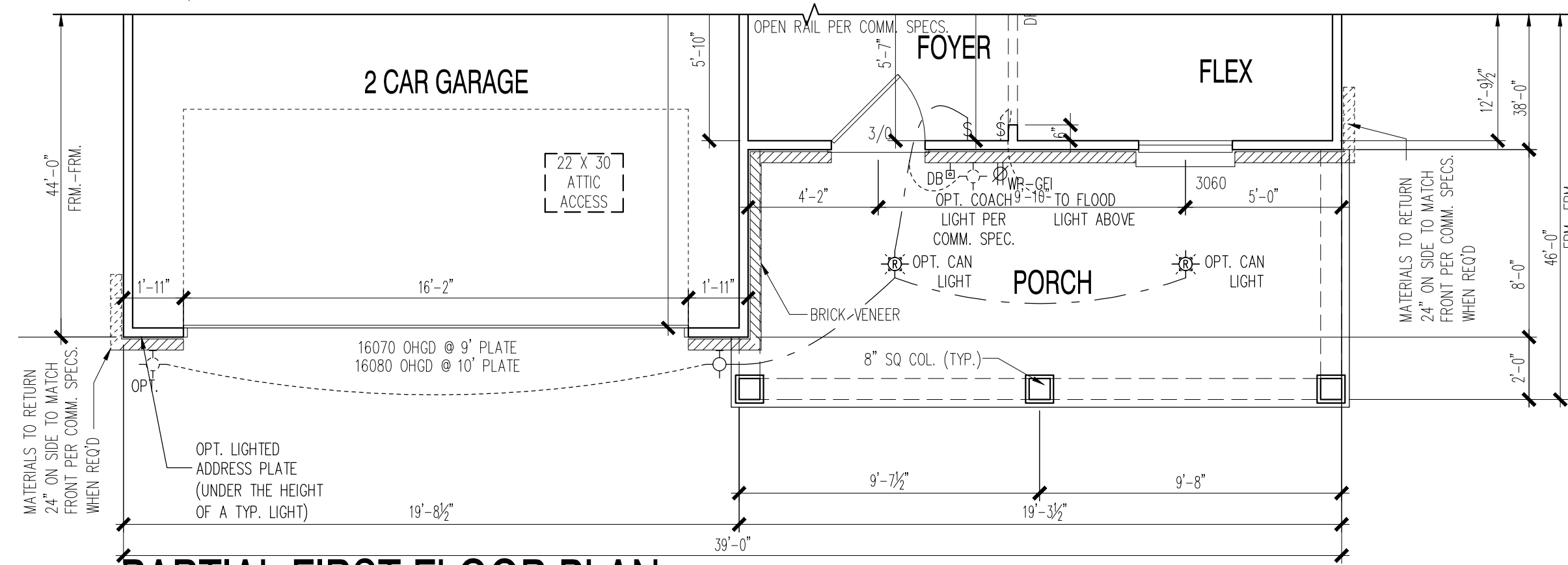
FRONT ELEVATION 26

SCALE : 1/4" = 1'-0"



PARTIAL SECOND FLOOR PLAN

SCALE : 1/4" = 1'-0"



PARTIAL FIRST FLOOR PLAN

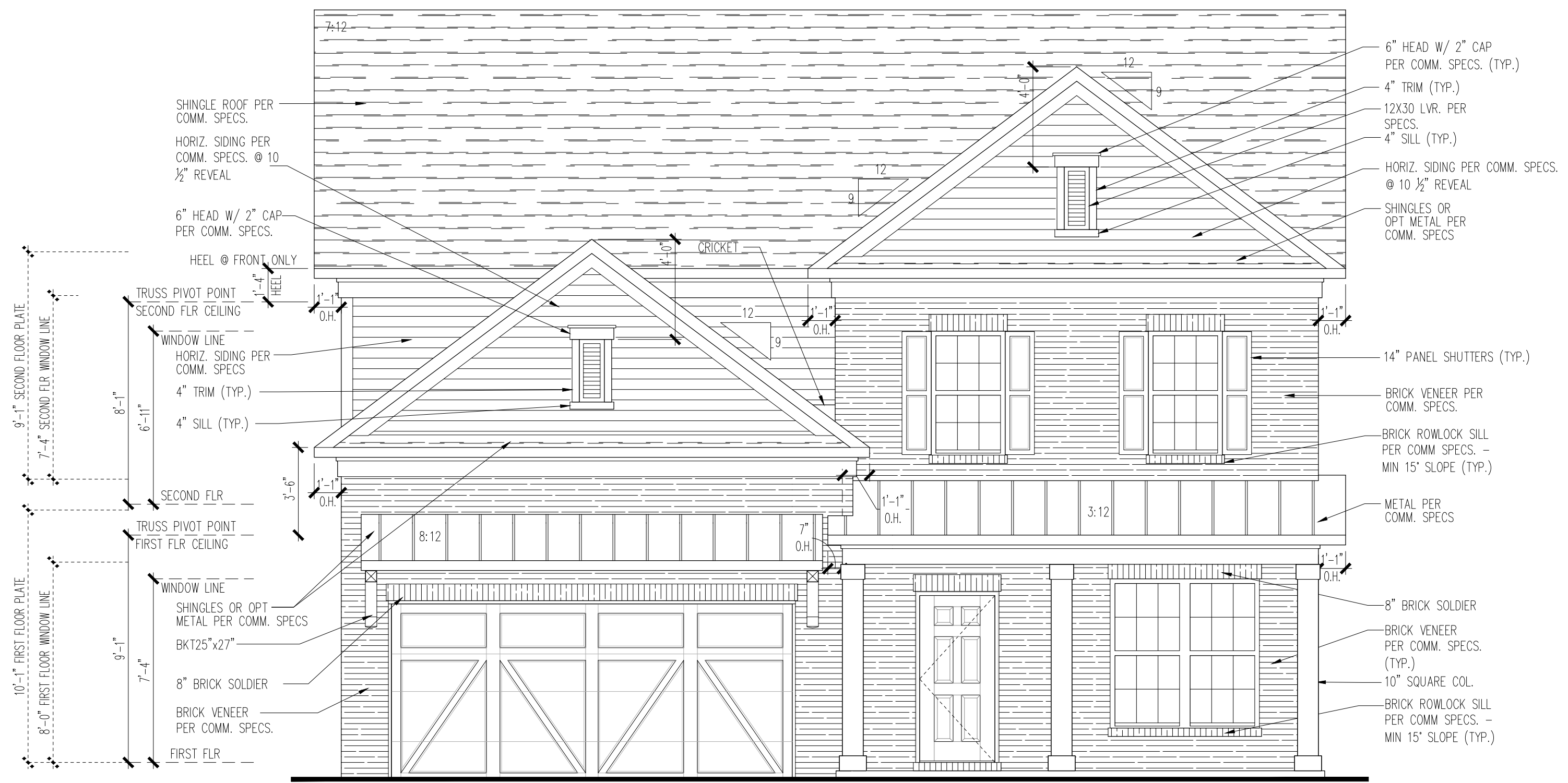
SCALE : 1/4" = 1'-0"

PRODUCT MANAGER	
INITIAL RELEASE	
DATE:	
REV#	DATE/DESCRIPTION
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PROJECT TYPE
Single Family

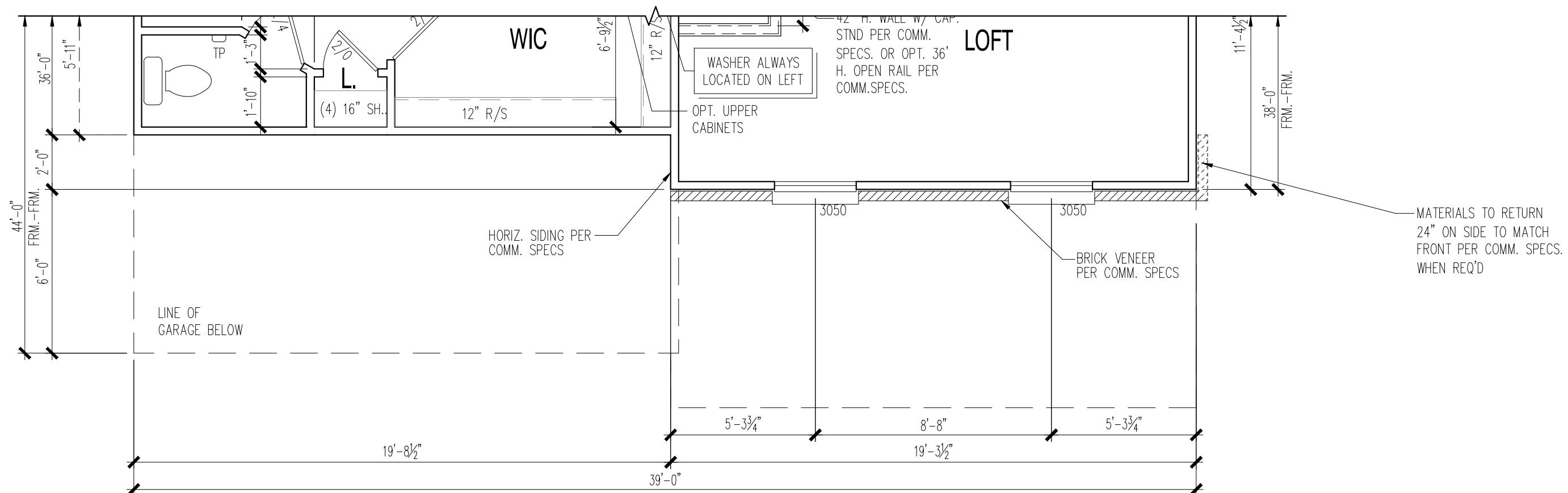
PLAN NAME
Mercer

SHEET
3.26



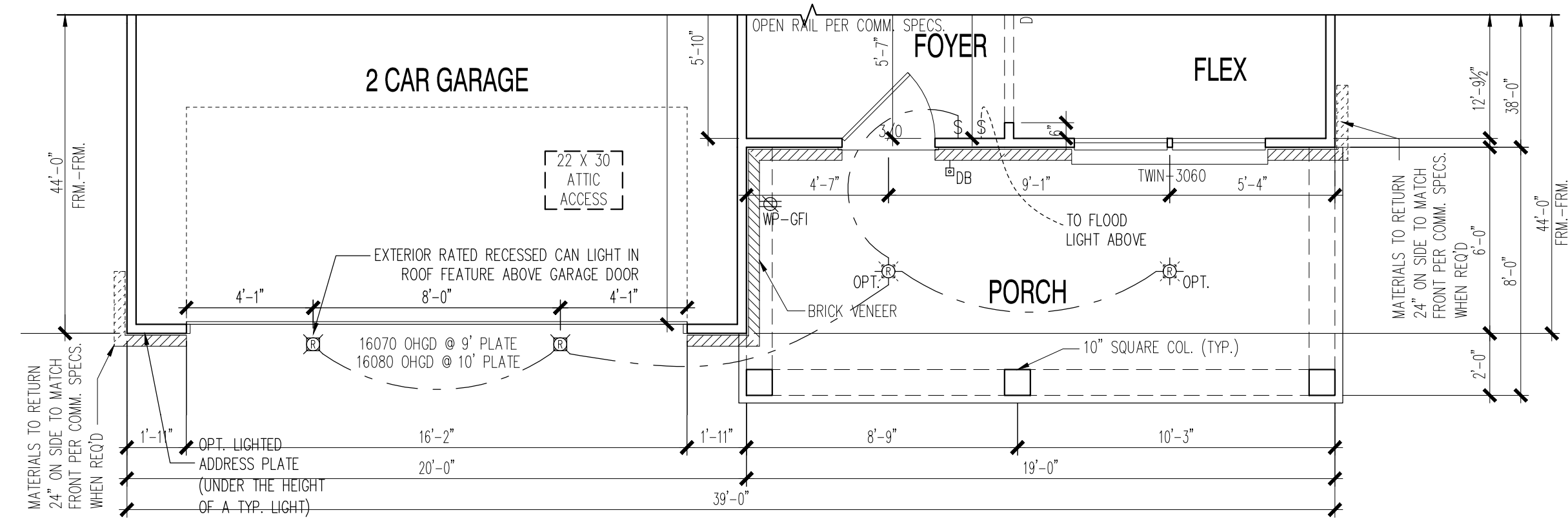
FRONT ELEVATION 27

SCALE : 1/4" = 1'-0"



PARTIAL SECOND FLOOR PLAN

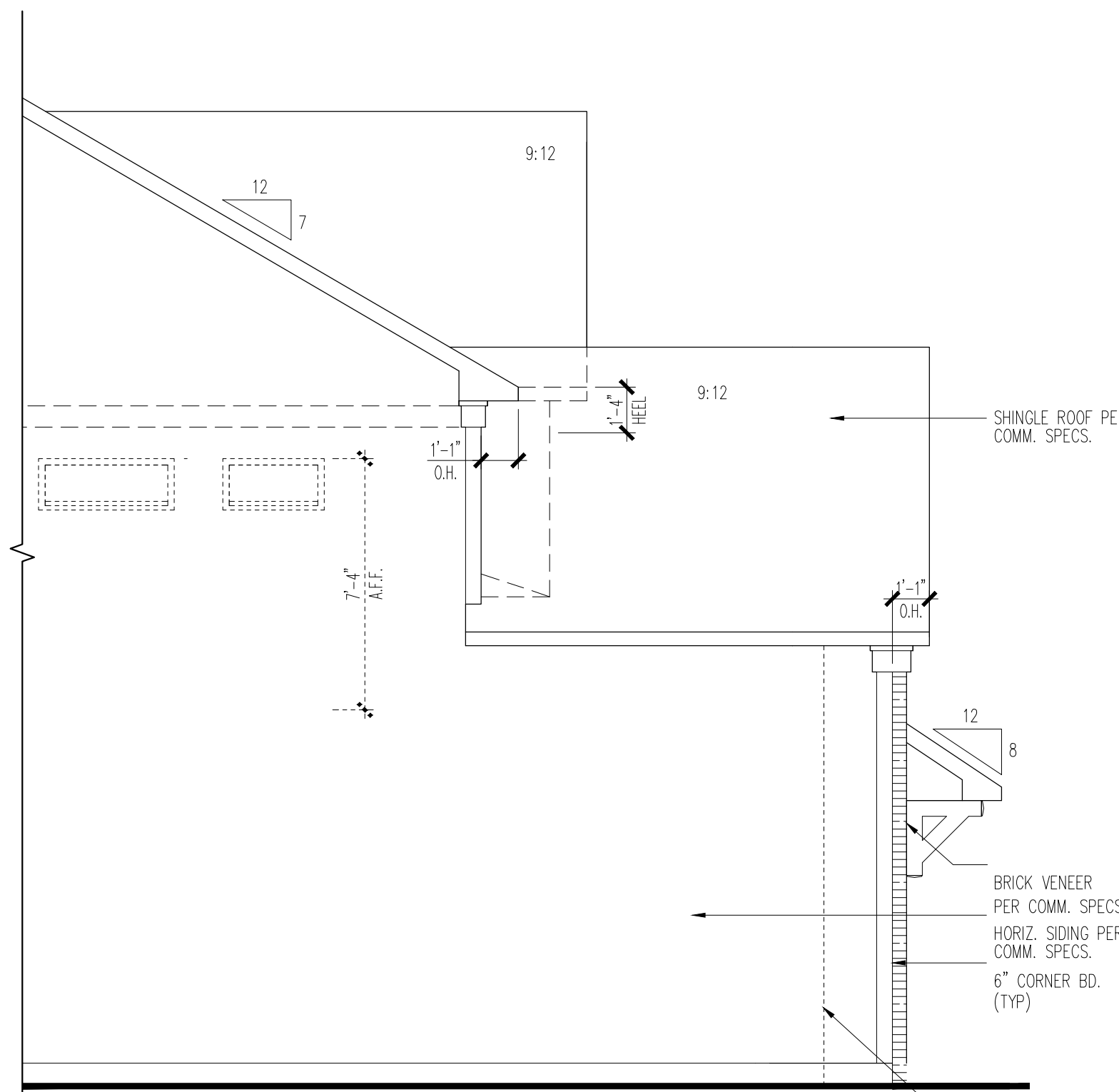
SCALE : 1/4" = 1'-0"



PARTIAL FIRST FLOOR PLAN

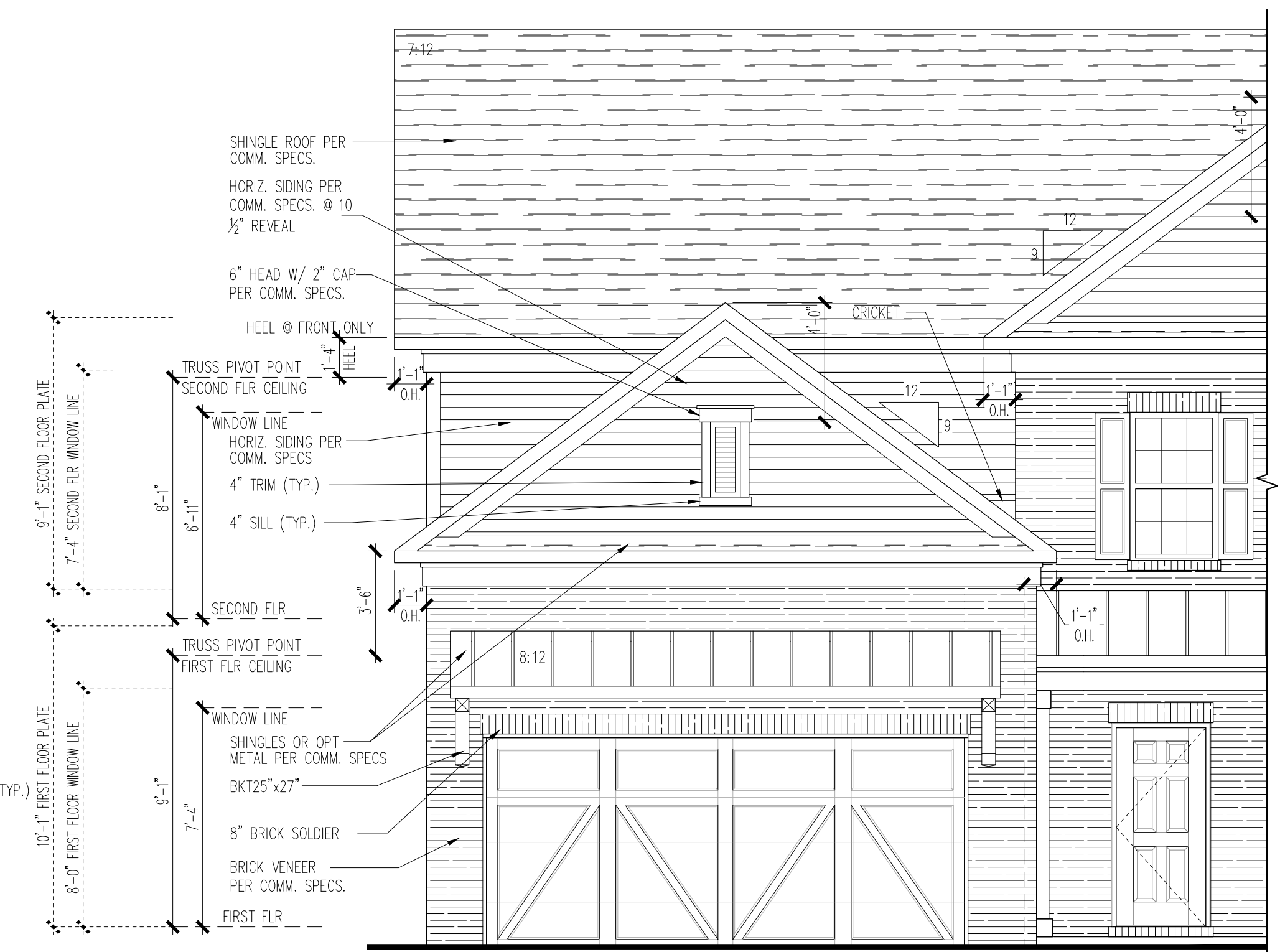
SCALE : 1/4" = 1'-0"

PRODUCT MANAGER	
INITIAL RELEASE DATE:	REV# DATE/DESCRIPTION



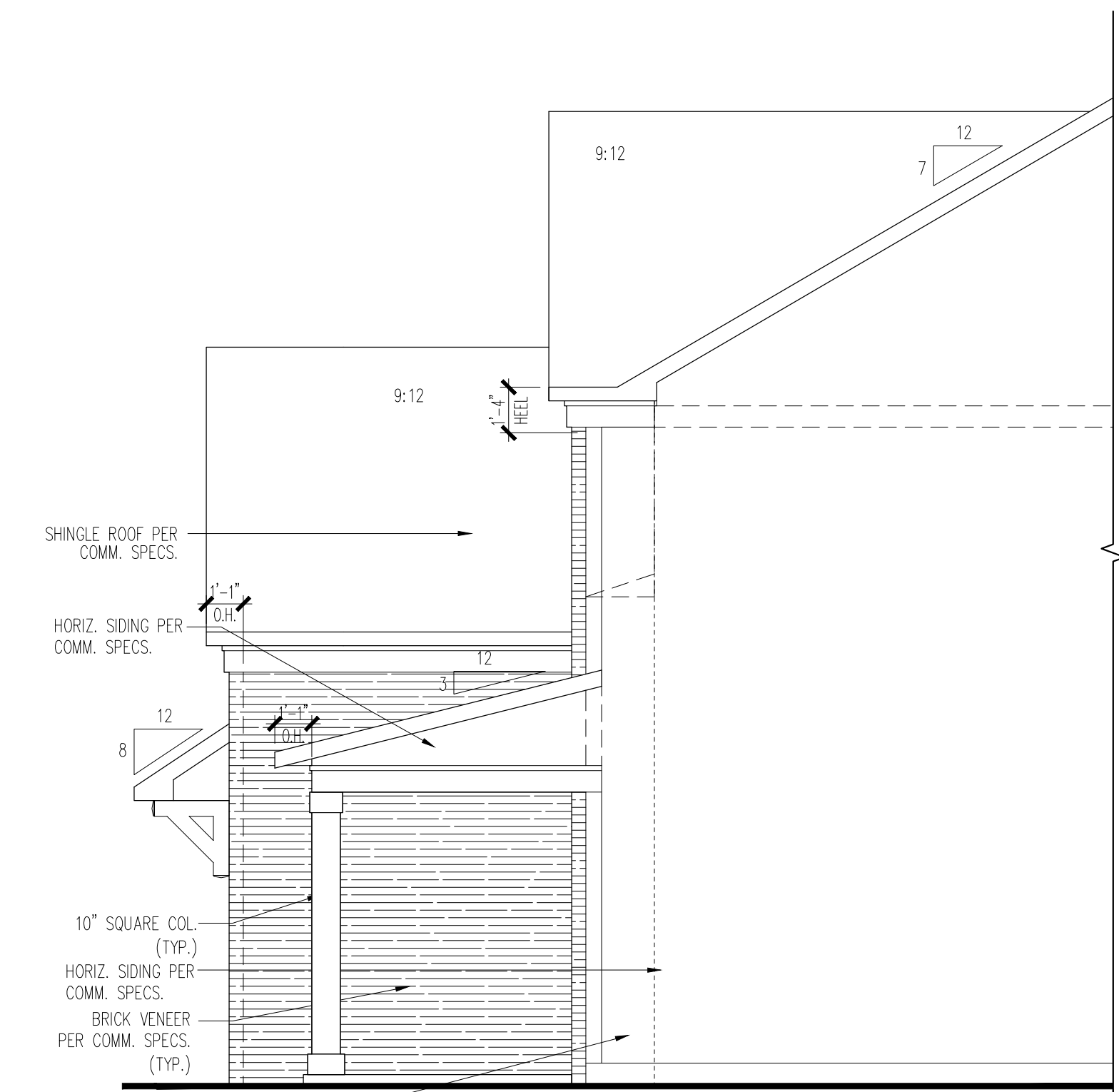
PARTIAL LEFT SIDE ELEVATION

SCALE : 1/4" = 1'-0"



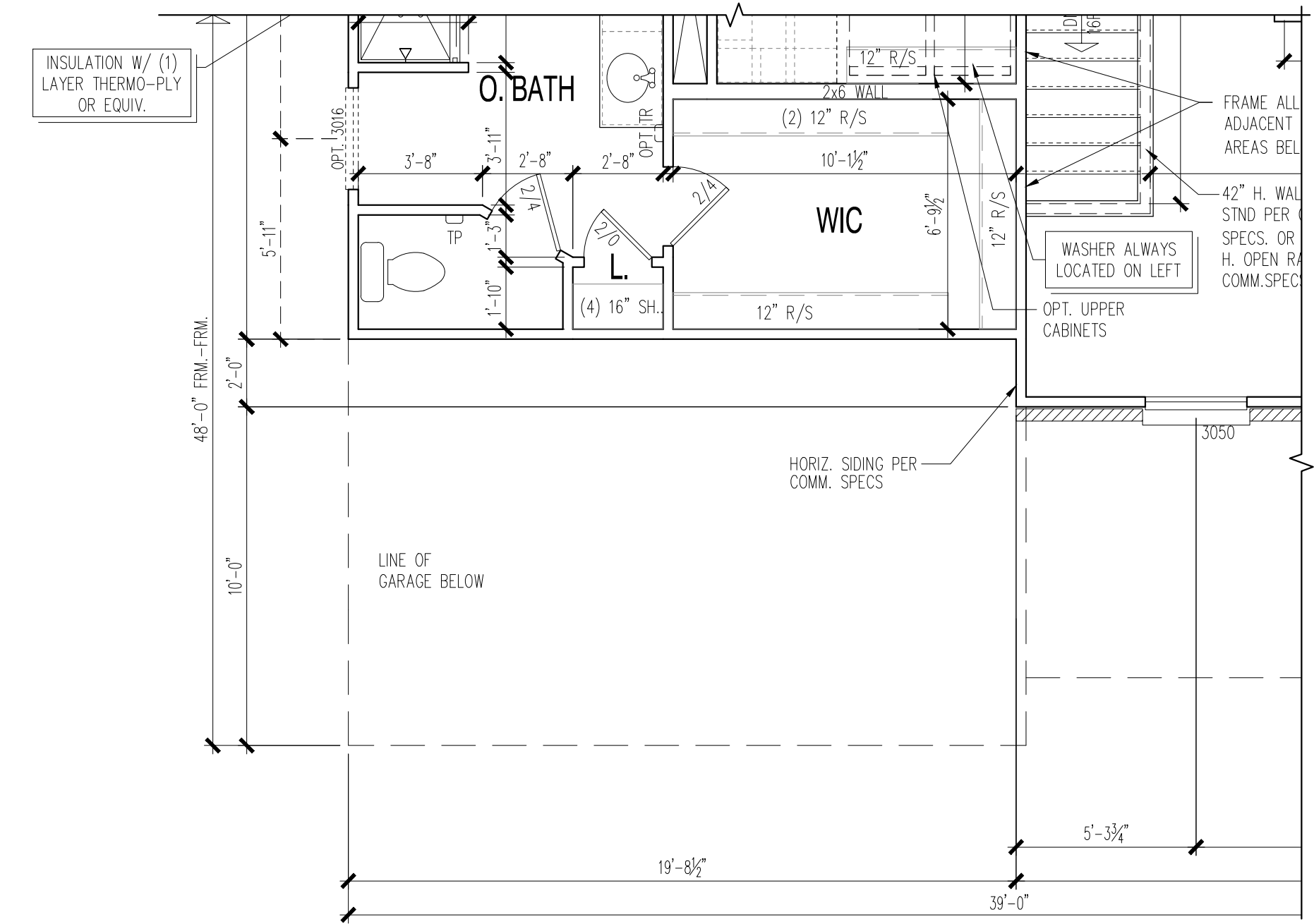
**PART. FRONT ELEVATION 27
W/ OPT. 4' GARAGE EXTENSION**

SCALE : 1/4" = 1'-0"



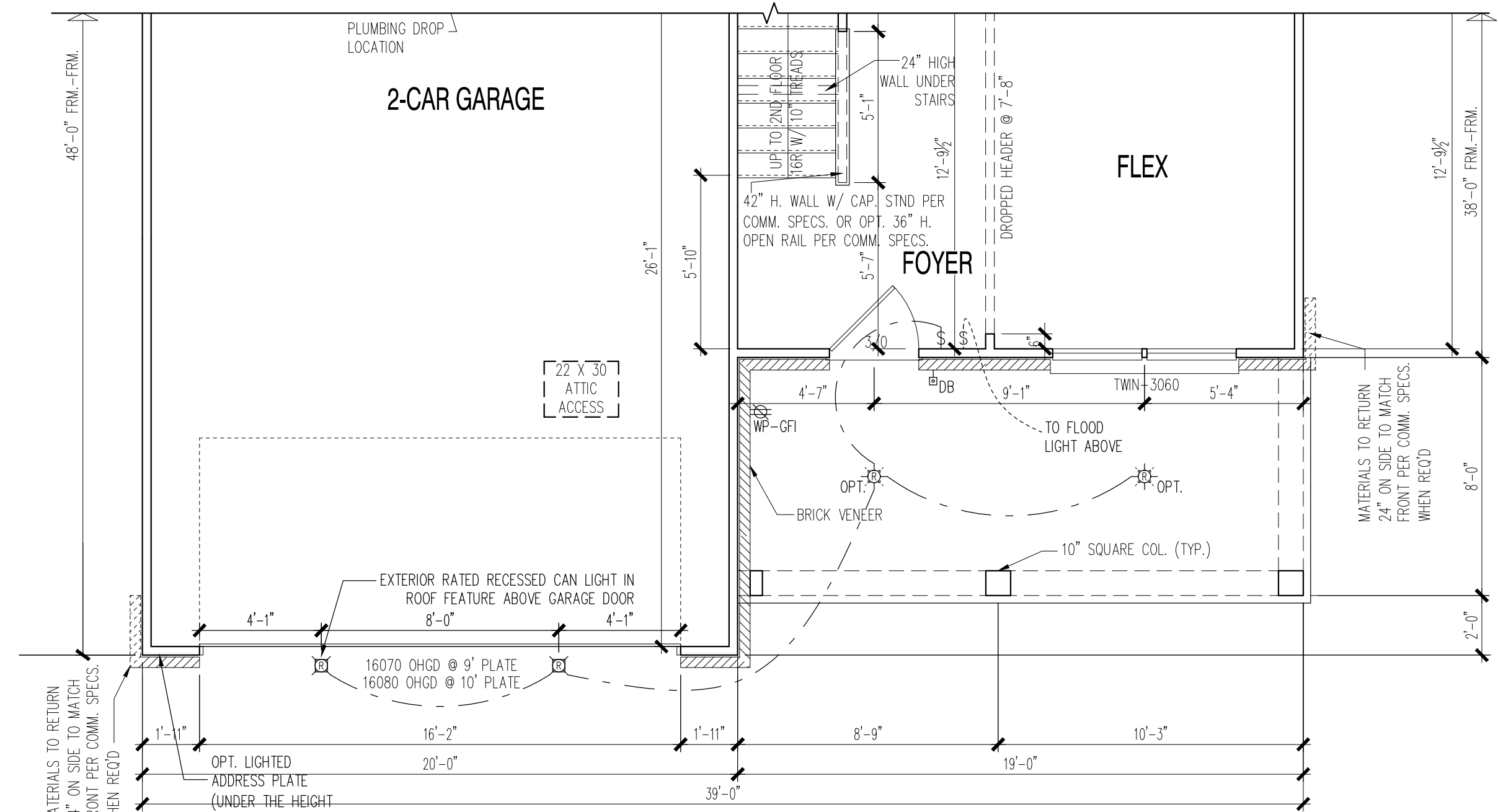
PARTIAL RIGHT SIDE ELEVATION

SCALE : 1/4" = 1'-0"



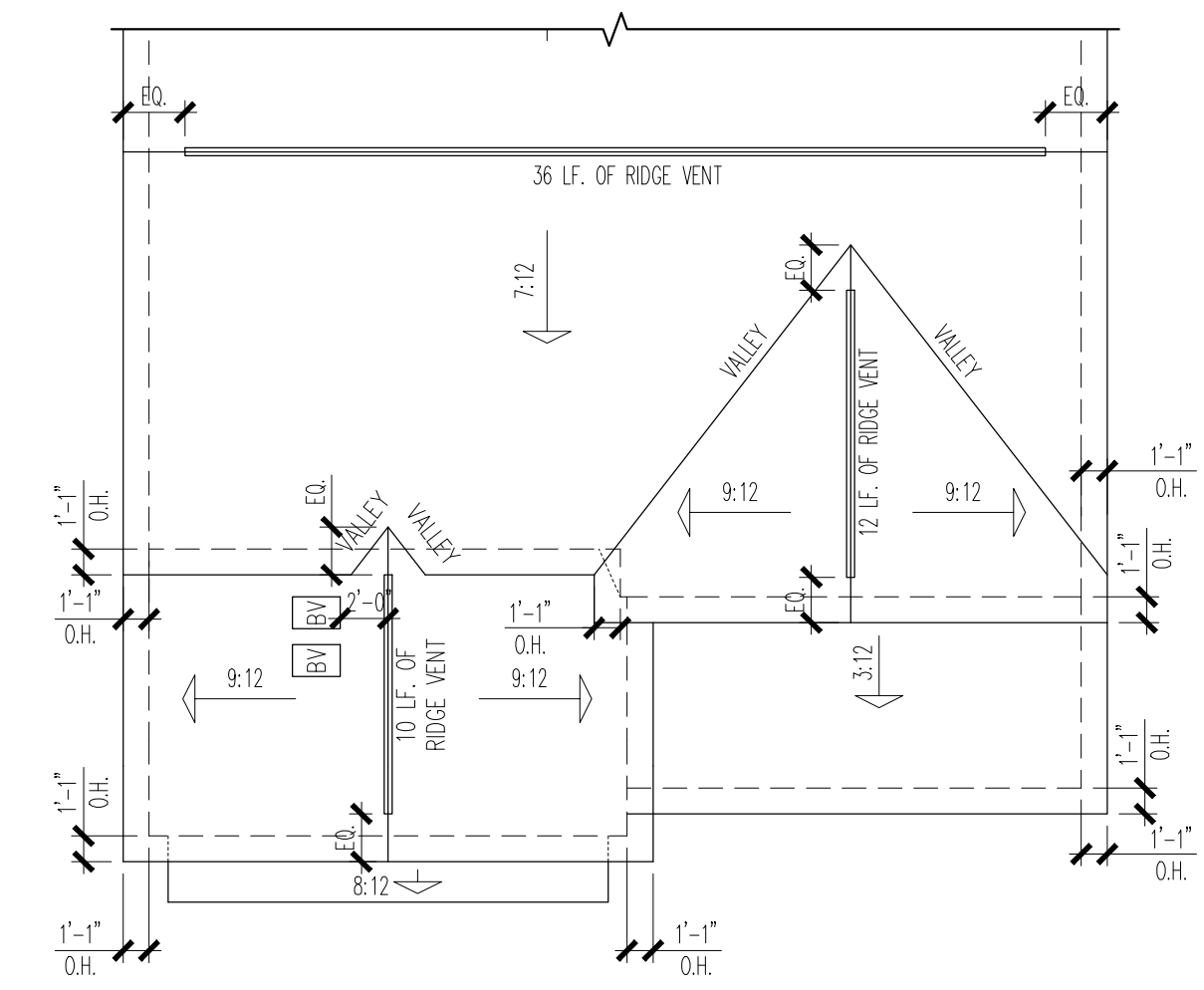
PARTIAL SECOND FLOOR PLAN

SCALE : 1/4" = 1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE : 1/4" = 1'-0"



PART. ROOF PLAN

SCALE : 1/8" = 1'-0"

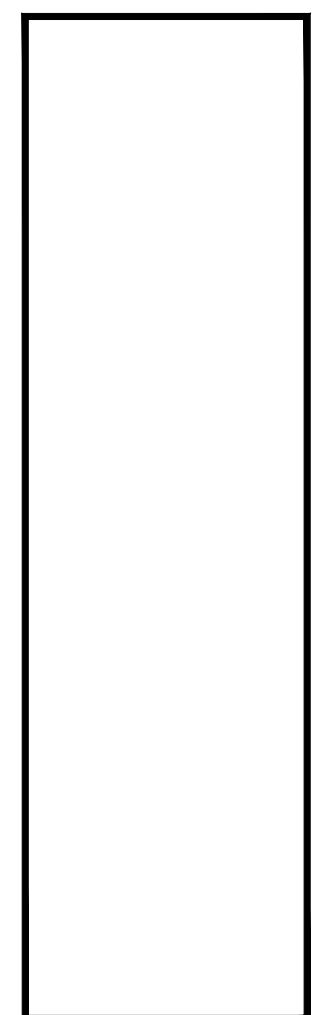
ATTIC VENTILATION : (300 SQ FT ATTIC SPACE / 1 SQ FT VENTILATION)
W/ 40%-50% REQ. VENTS GREATER THAN OR EQUAL TO 3' ABOVE EAVE / CORNICE VENTS PER R806.2

4FT GARAGE EXT. 160 SQ FT UNDER ROOF ATTIC /
300 SQ FT / 1 SQ FT = 0.53 SQ FT VENTILATION

RIDGE VENT 18 SQ IN = (.125 SQ FT)
BOX VENT 50 SQ IN = (.3472 SQ FT)
SOFFIT VENT 9 SQ IN = (.0625 SQ FT)

0.53 SQ FT x 50% = 0.2675 SQ FT RIDGE, 0.53 SQ FT x 50% = 0.2675 SQ FT SOFFIT
RIDGE VENT OR W/ HIP, BOX VENT
0.267 SQ FT = 2.1 FEET OF RIDGE VENT 0.267 SQ FT = 0.8 BOX VENT(S)
0.125 SQ FT
SOFFIT VENT
0.267 SQ FT = 4.3 FEET OF SOFFIT VENT
0.0625 SQ FT

*CALCULATIONS REFLECT 50 % RIDGE AND 50 % SOFFIT VENTS ALLOWABLE PER SECTION R806.2



ELEVATION 27 W OPT. 4' GARAGE EXTENSION

PRODUCT MANAGER

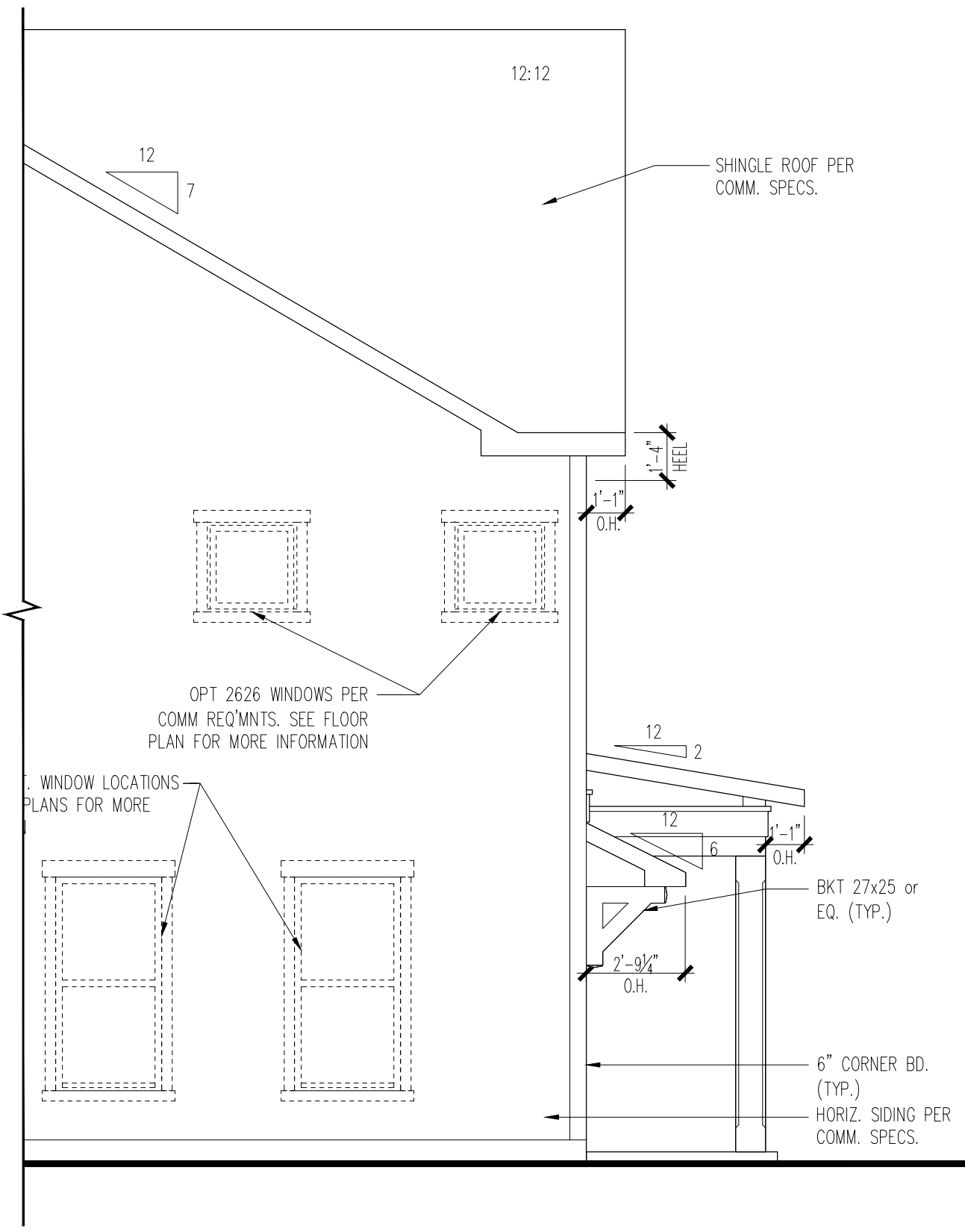
INITIAL RELEASE DATE:

REV#	DATE/DESCRIPTION

PROJECT TYPE
Single Family

PLAN NAME
Mercer

SHEET
3.27.1



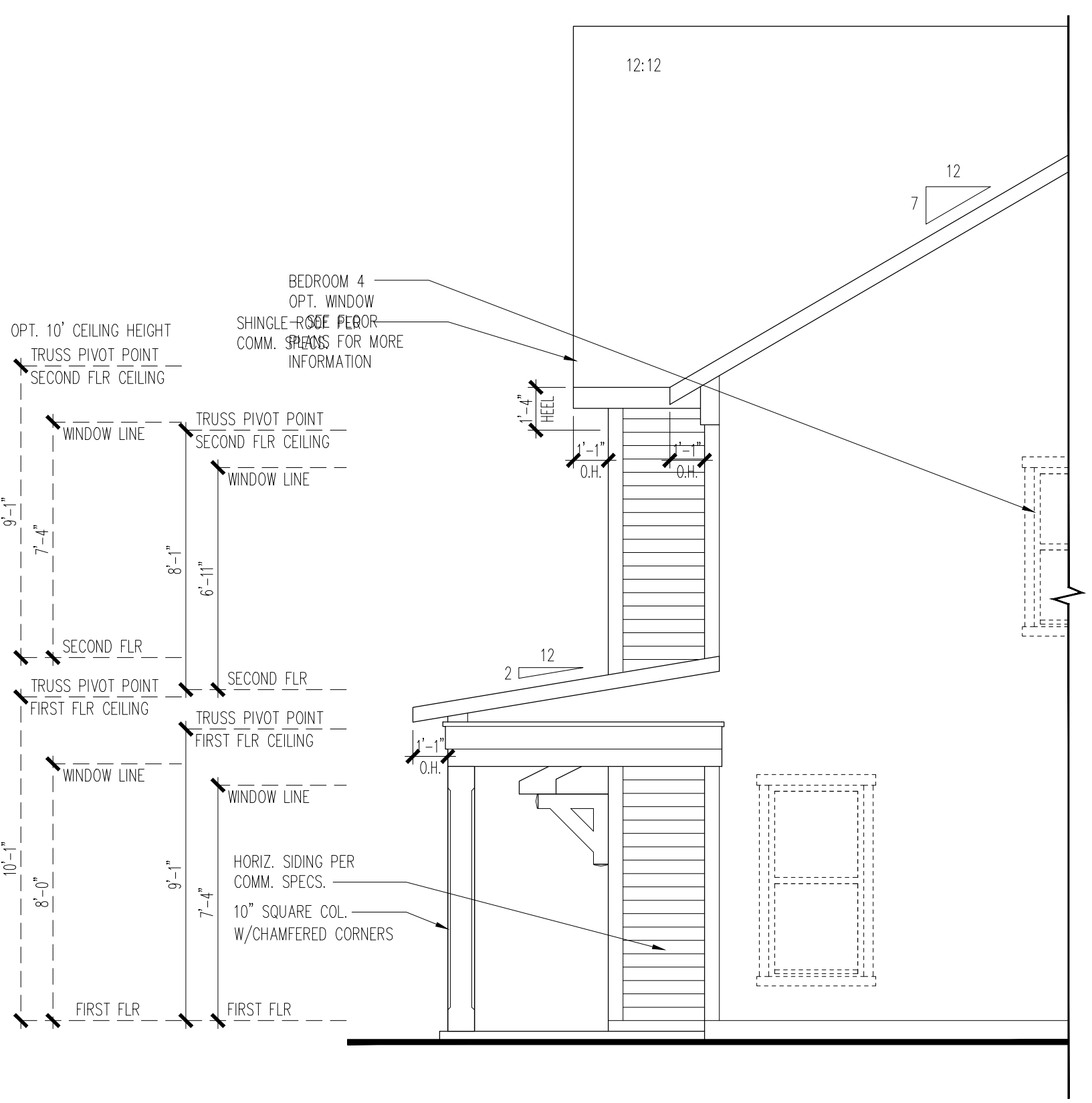
PARTIAL LEFT SIDE ELEVATION

SCALE : 1/4"=1'-0"



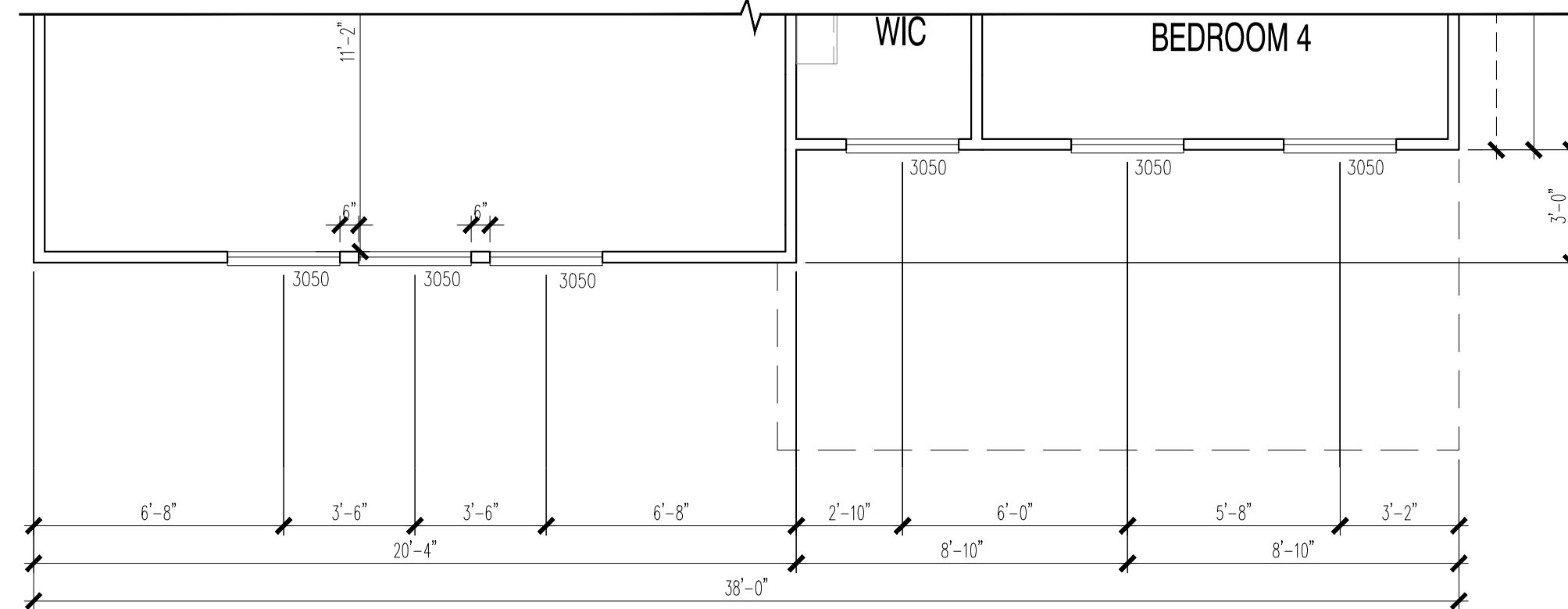
FRONT ELEVATION 20

SCALE : 1/4"=1'-0"



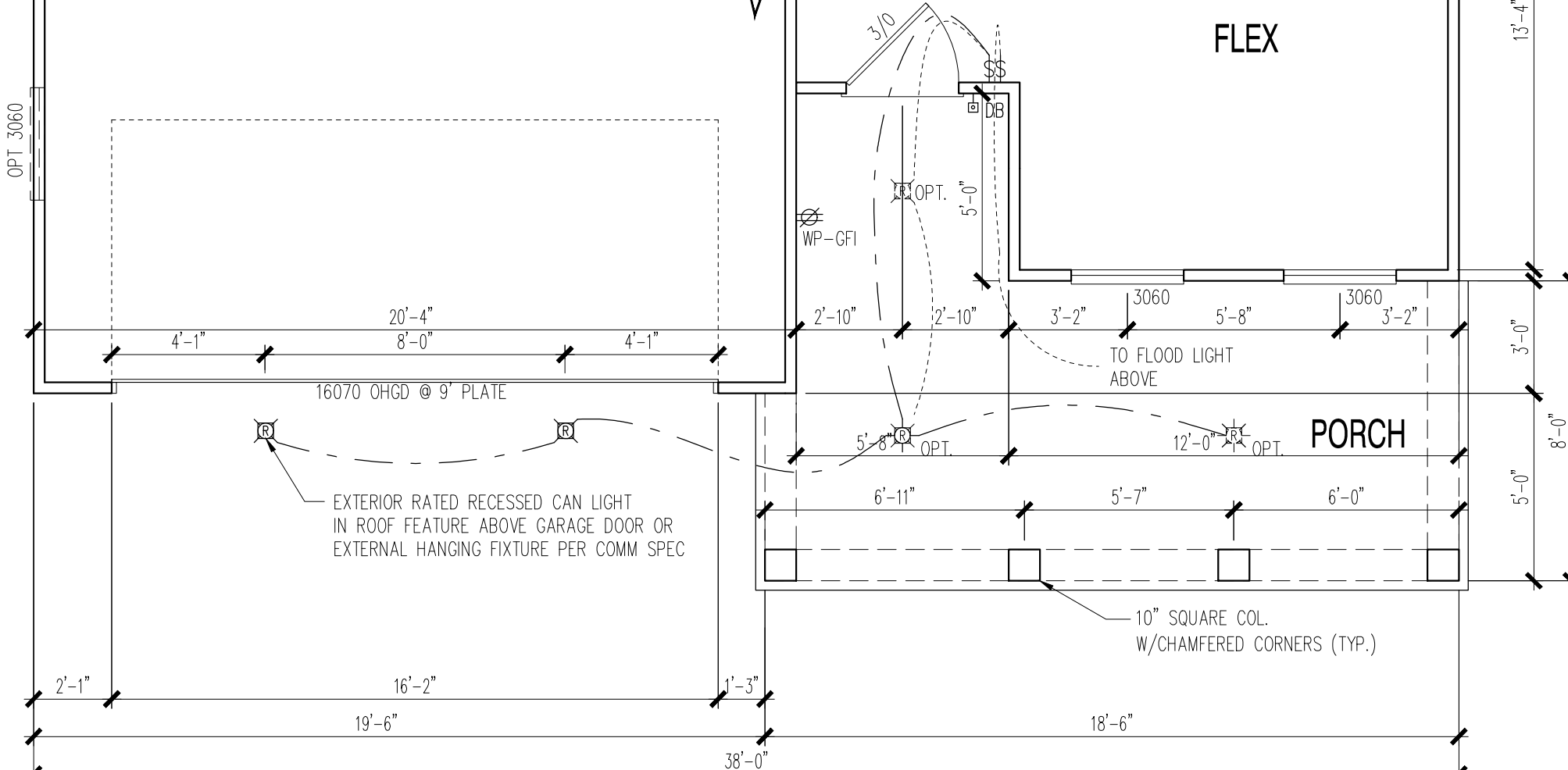
PARTIAL RIGHT SIDE ELEVATION

SCALE : 1/4"=1'-0"



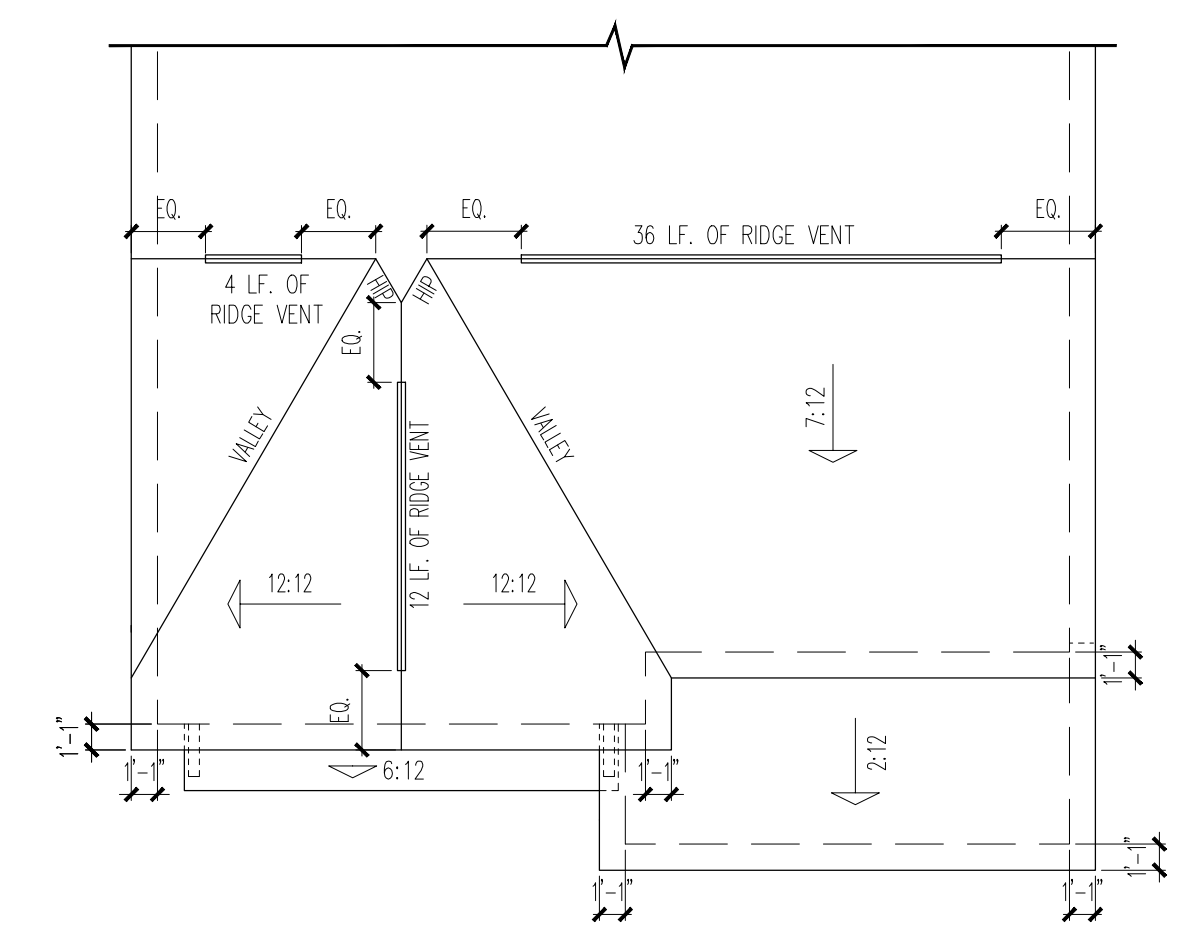
PARTIAL SECOND FLOOR PLAN

SCALE : 1/4"=1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE : 1/4"=1'-0"



PARTIAL ROOF PLAN

SCALE : 1/8"=1'-0"

The STONEBROOK
ELEVATION 20

PRODUCT MANAGER

INITIAL RELEASE DATE:

REV#	DATE/DESCRIPTION

PROJECT TYPE

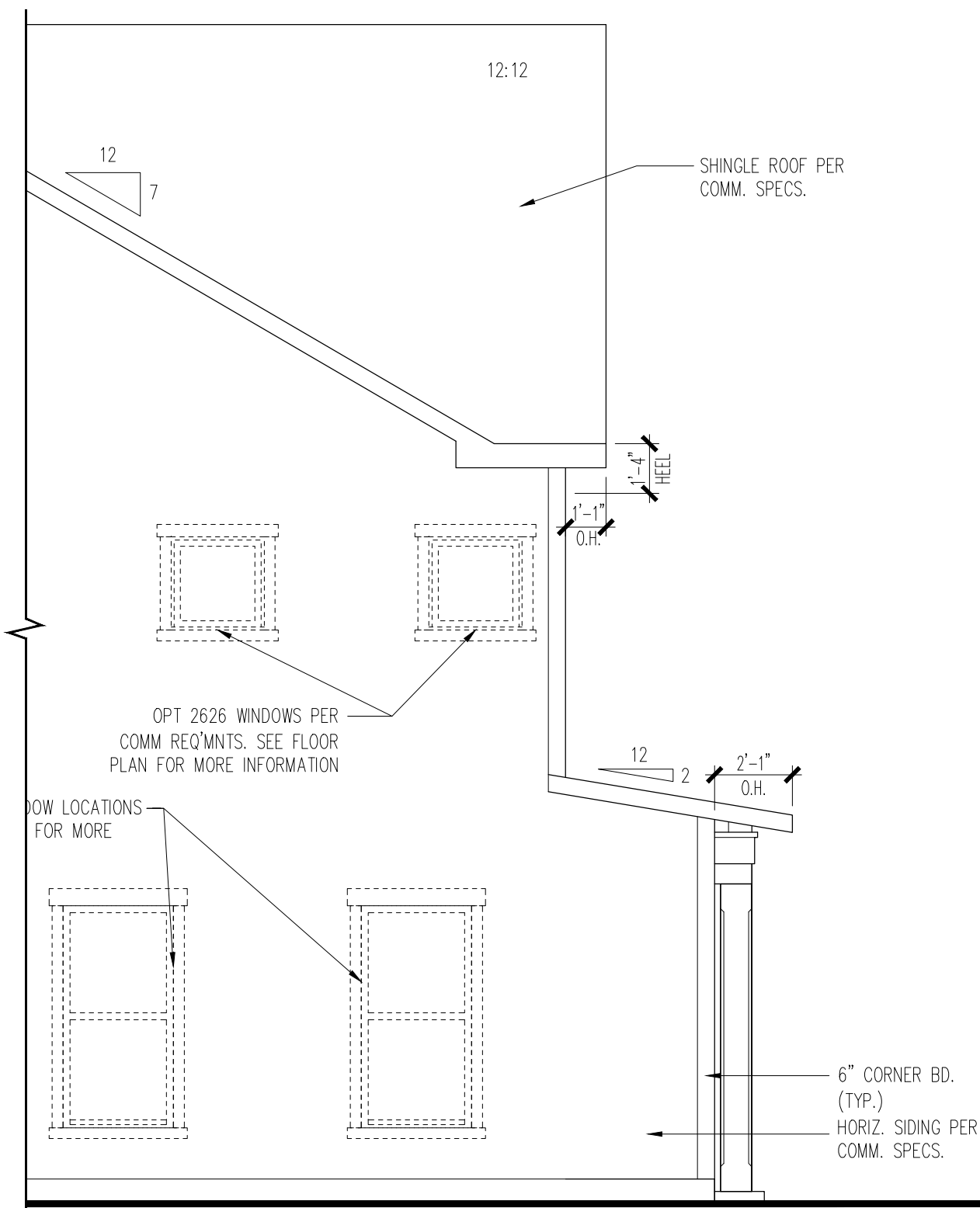
Single Family

PLAN NAME

Stonebrook

SHEET

3.20



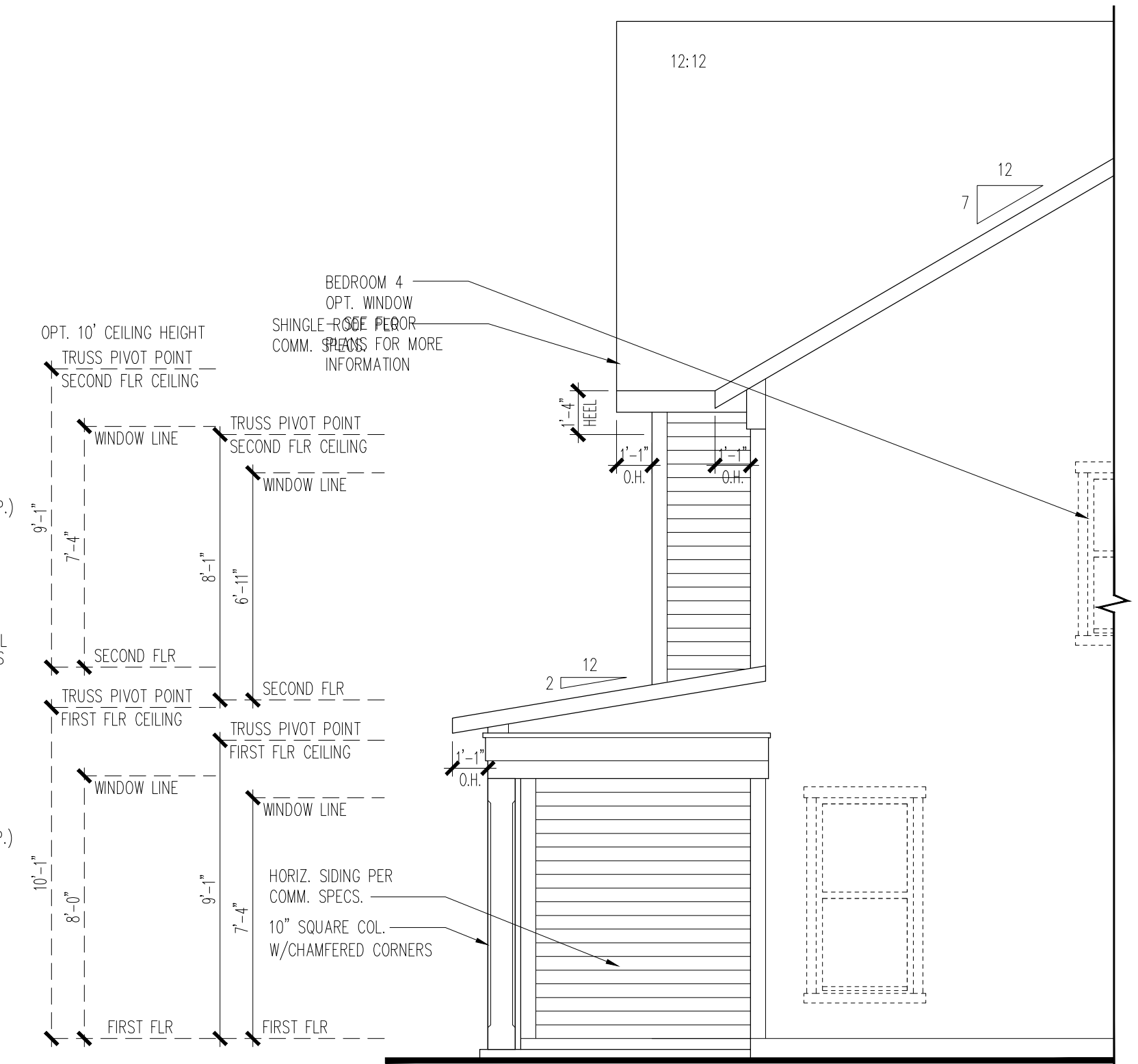
**PARTIAL LEFT SIDE ELEVATION
W/ 4' GARAGE EXTENSION**

SCALE : 1/4"=1'-0"



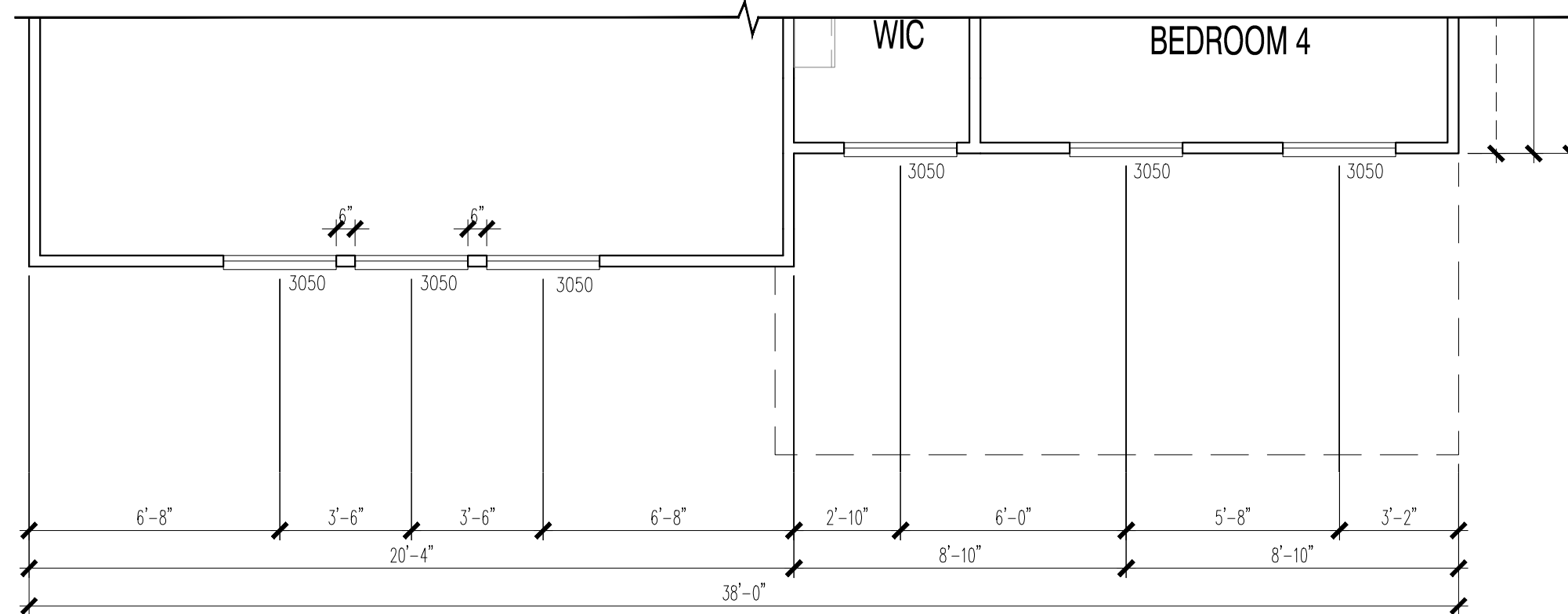
FRONT ELEVATION 20 W/ 4' GARAGE EXTENSION

SCALE : 1/4"=1'-0"



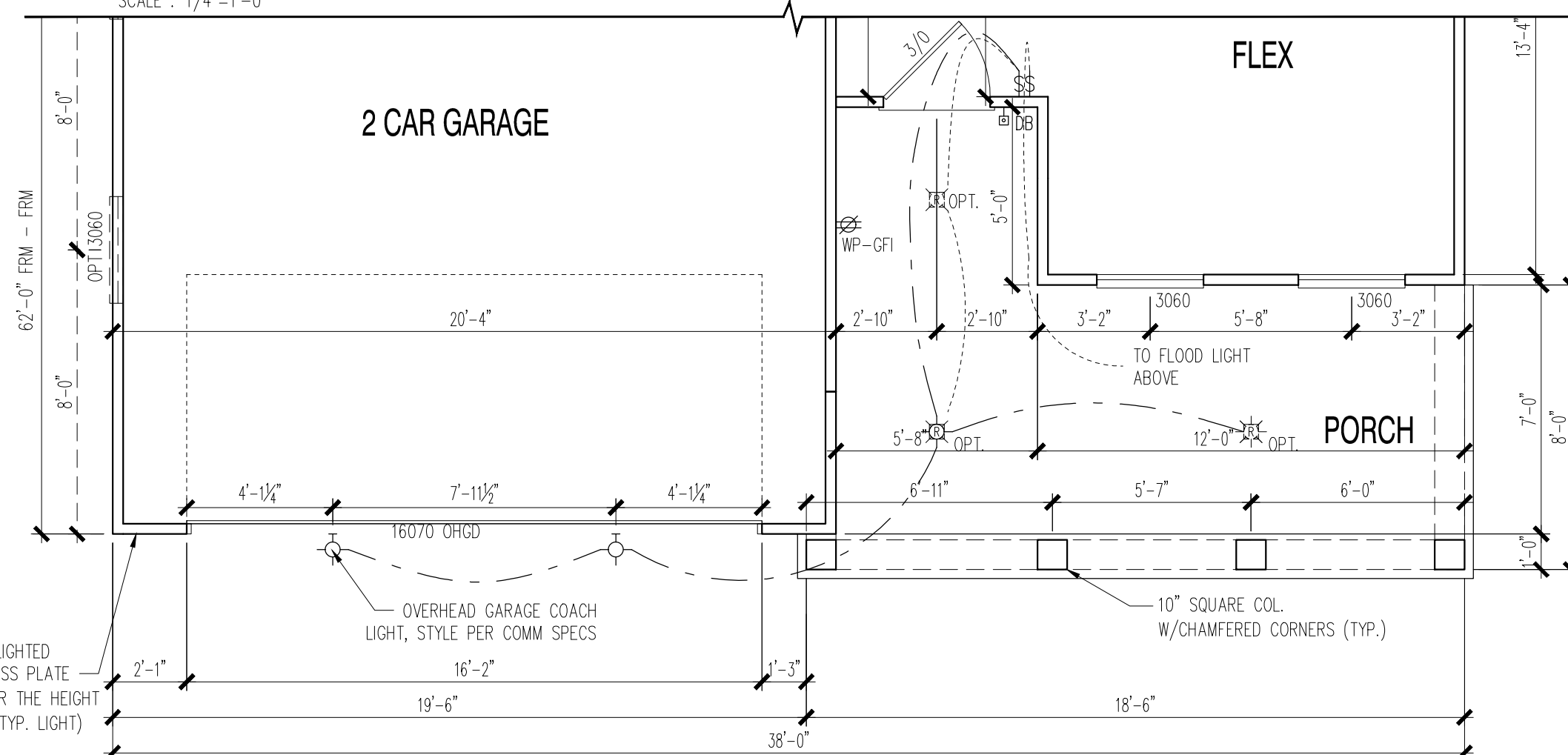
**PARTIAL RIGHT SIDE ELEVATION
W/ 4' GARAGE EXTENSION**

SCALE : 1/4"=1'-0"



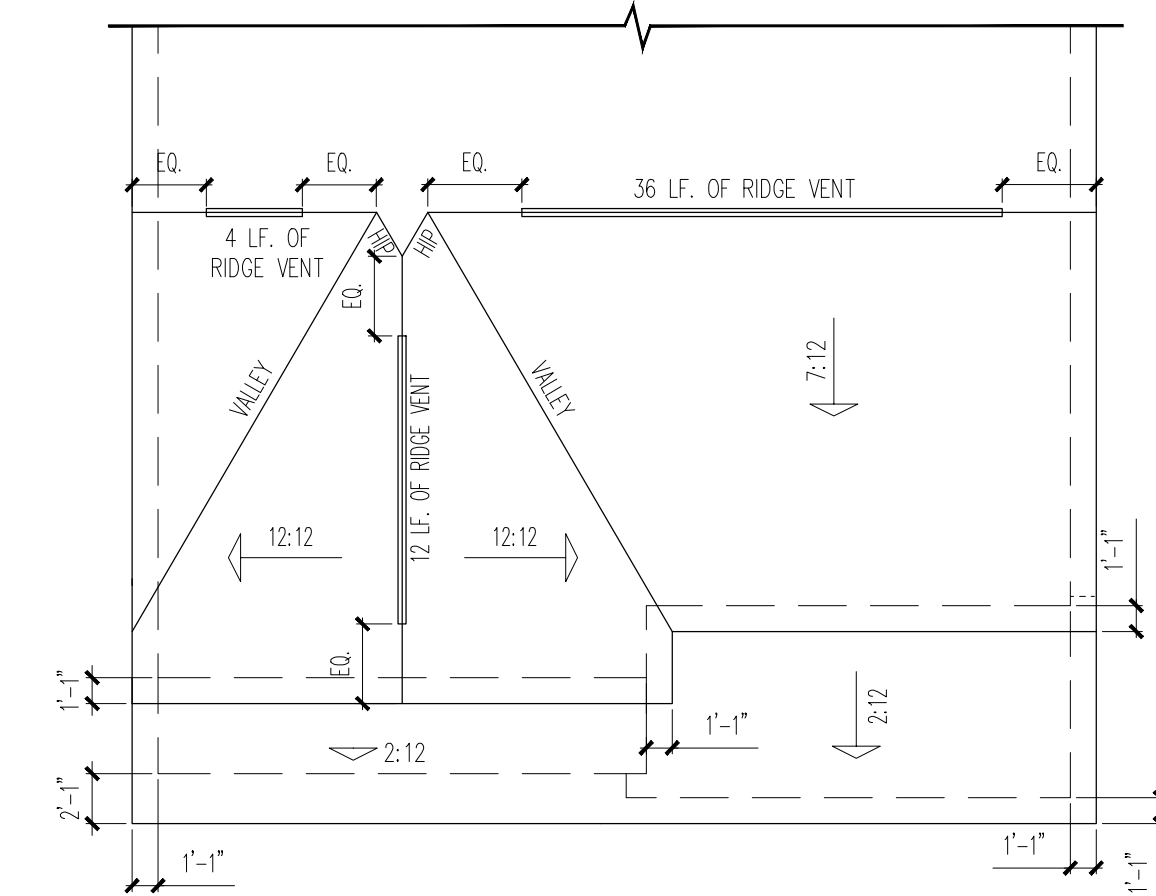
PARTIAL SECOND FLOOR PLAN

SCALE : 1/4"=1'-0"



PARTIAL FIRST FLOOR PLAN W/ 4' GARAGE EXTENSION

SCALE : 1/4"=1'-0"



PARTIAL ROOF PLAN W/ 4' GARAGE EXTENSION

SCALE : 1/8"=1'-0"



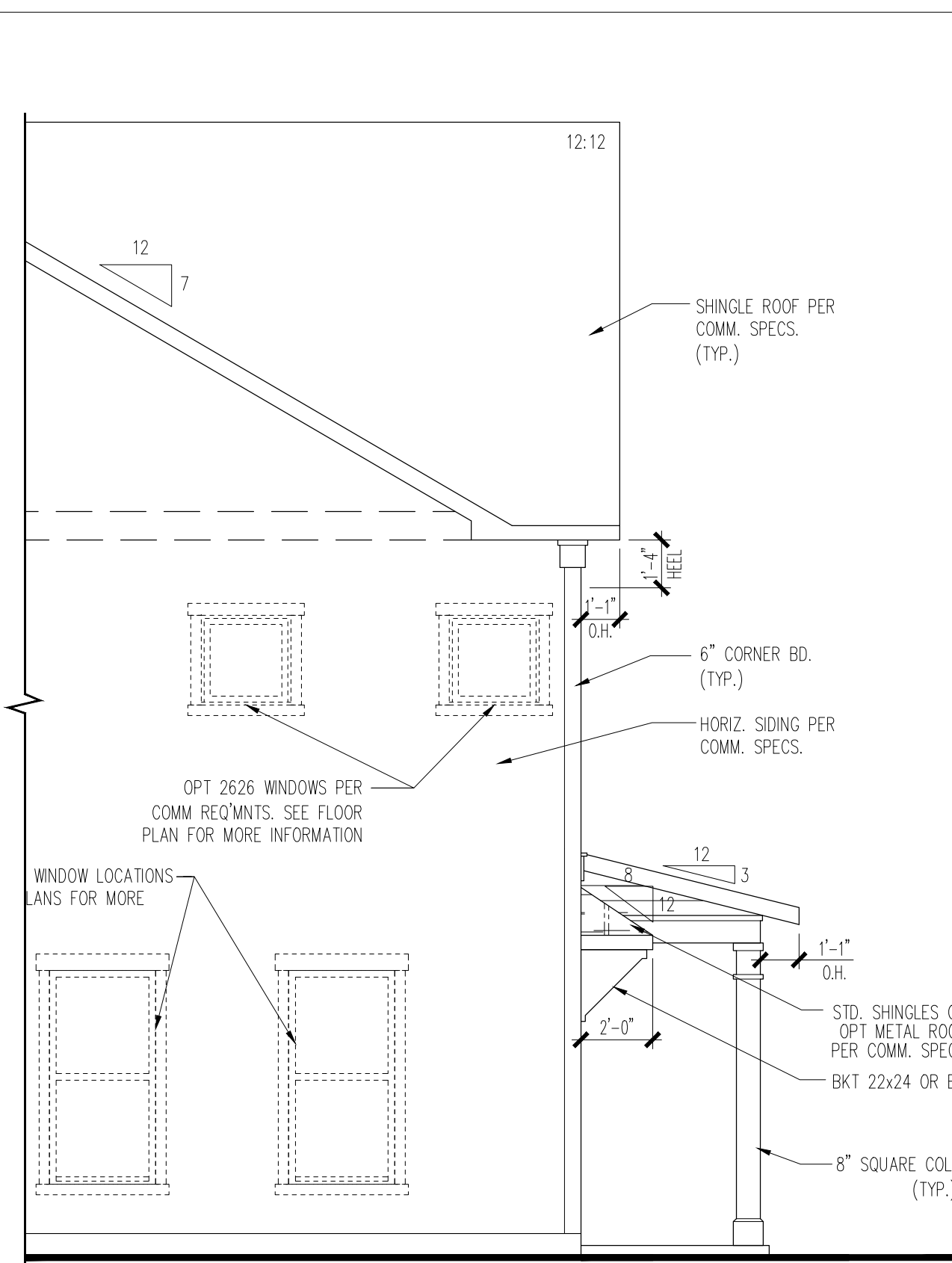
The STONEBROOK
ELEVATION 20 - W OPT. 4' GARAGE
EXTENSION

PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION
△	
△	
△	
△	
△	
△	
△	

PROJECT TYPE
Single Family

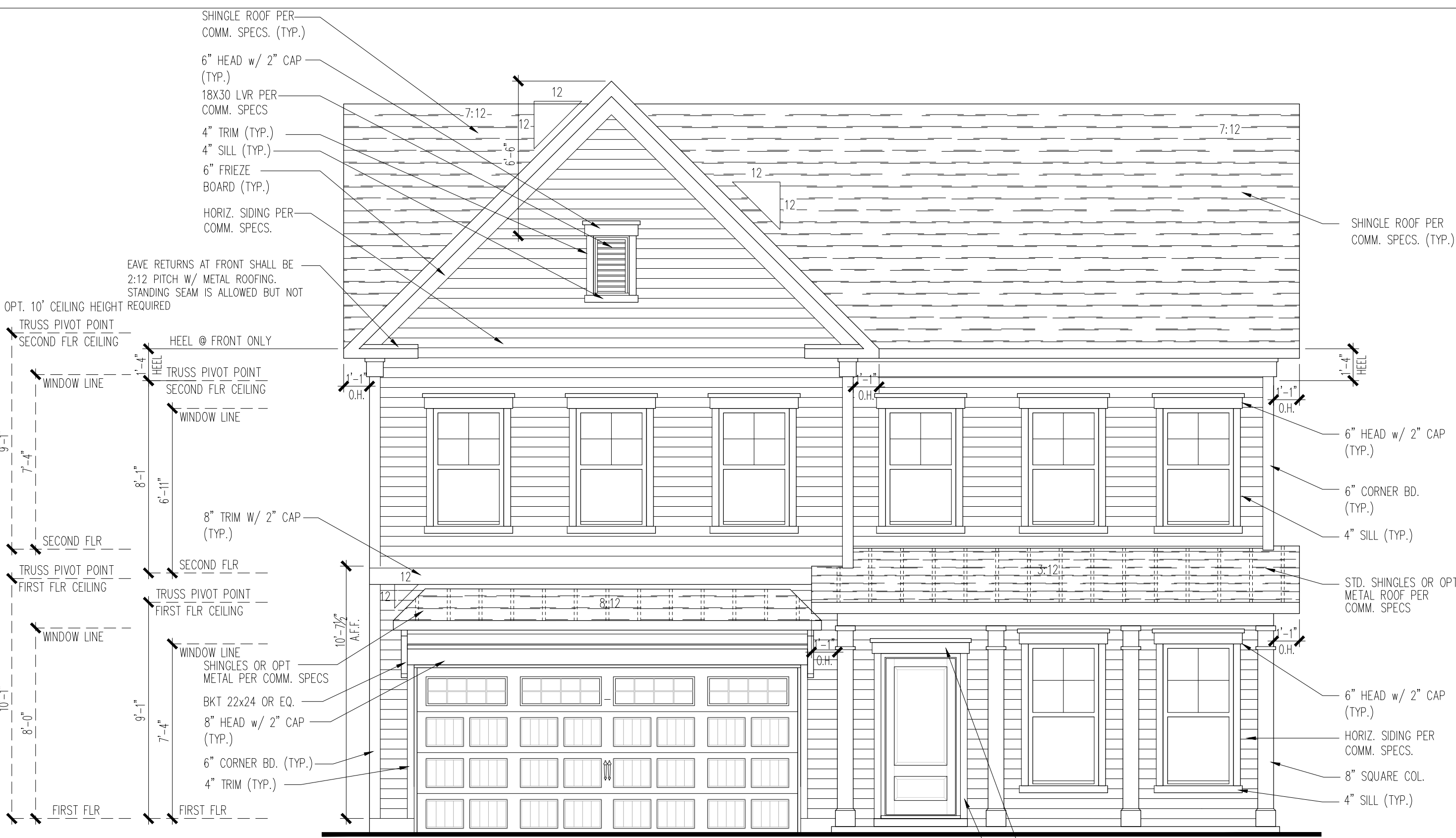
PLAN NAME
Stonebrook

SHEET
3.20.1



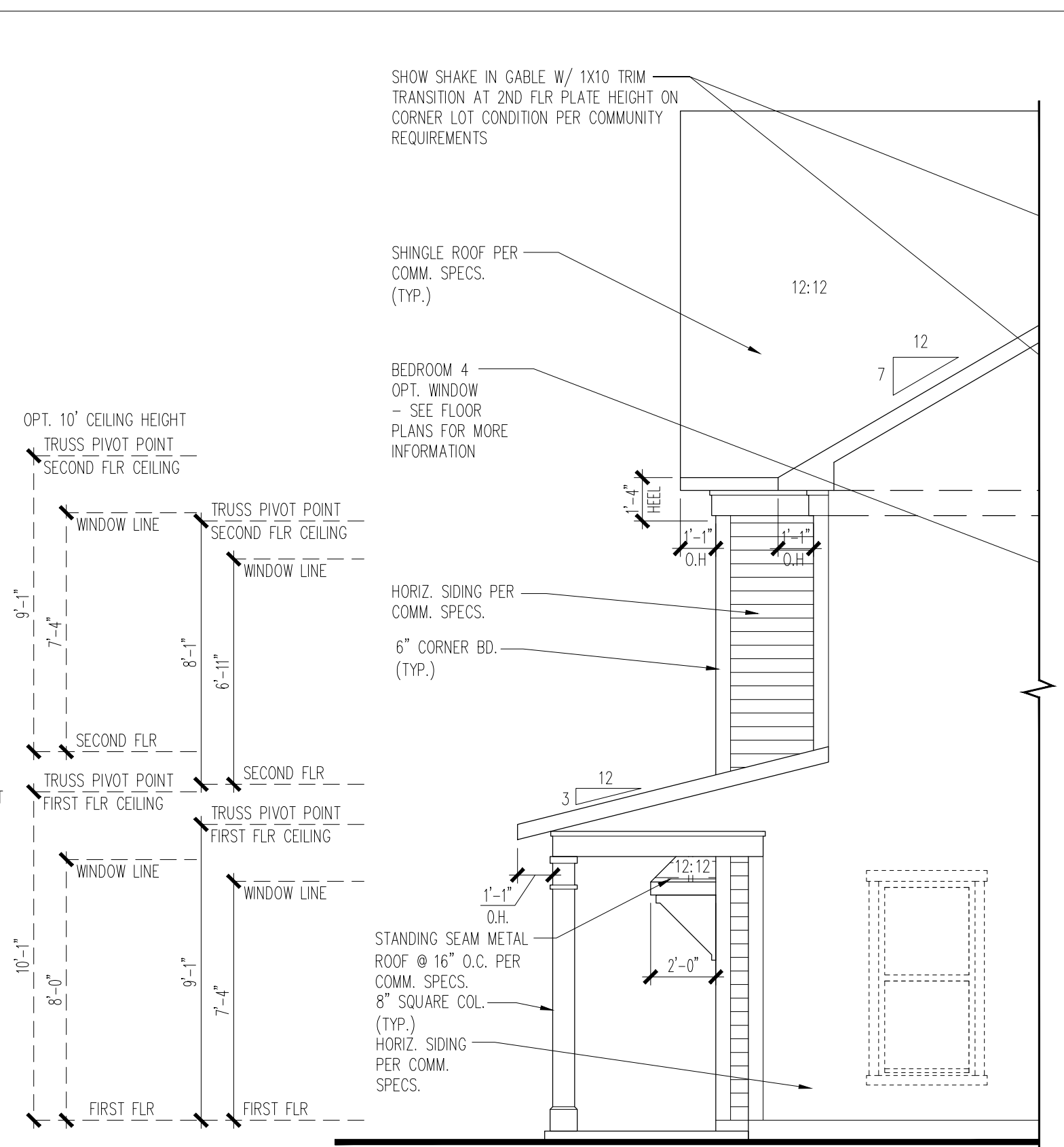
PARTIAL LEFT SIDE ELEVATION

SCALE : 1/4"=1'-0"



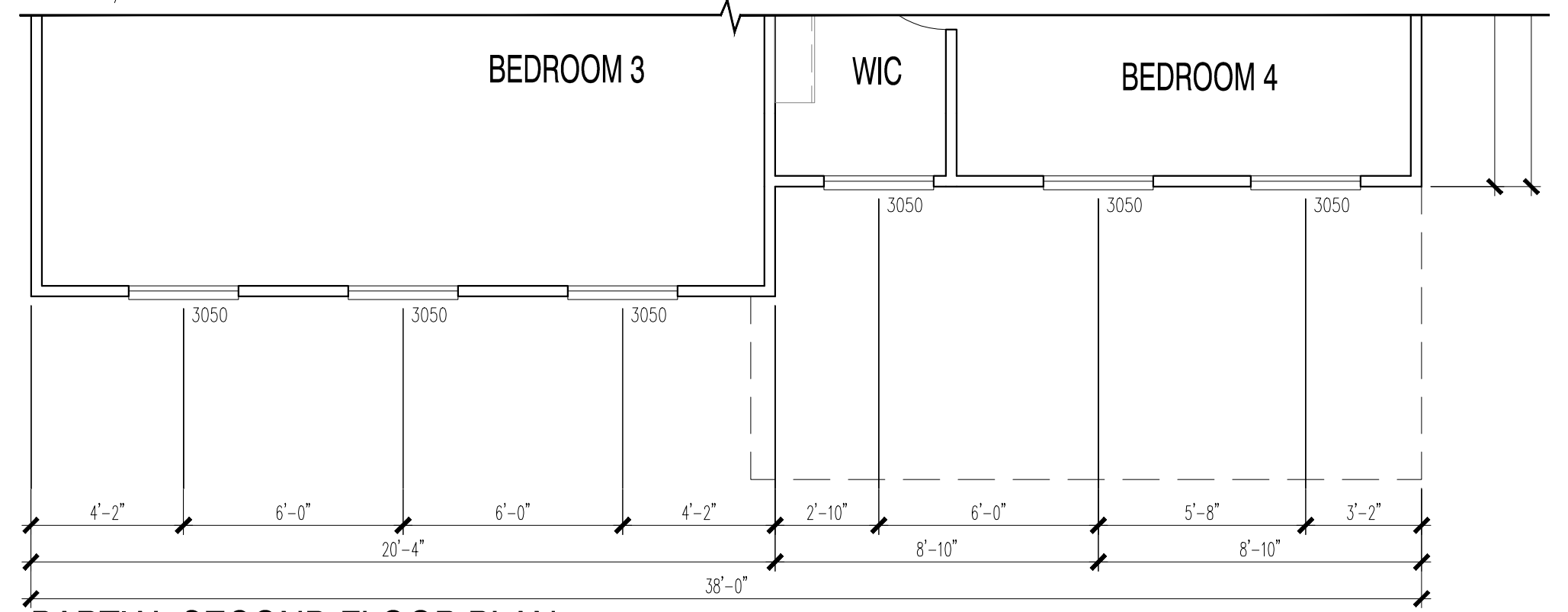
FRONT ELEVATION 22

SCALE : 1/4"=1'-0"



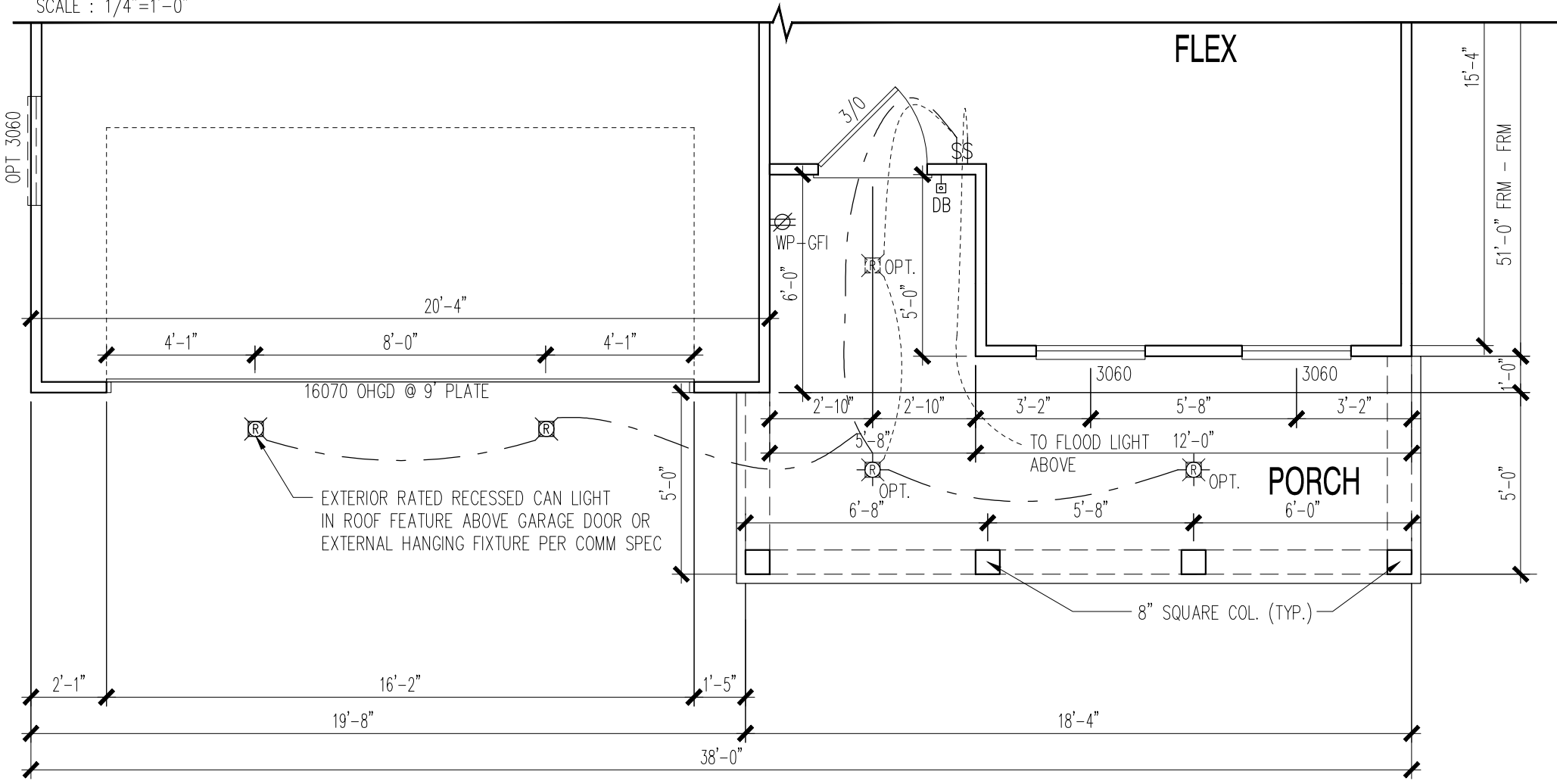
PARTIAL RIGHT SIDE ELEVATION

SCALE : 1/4"=1'-0"



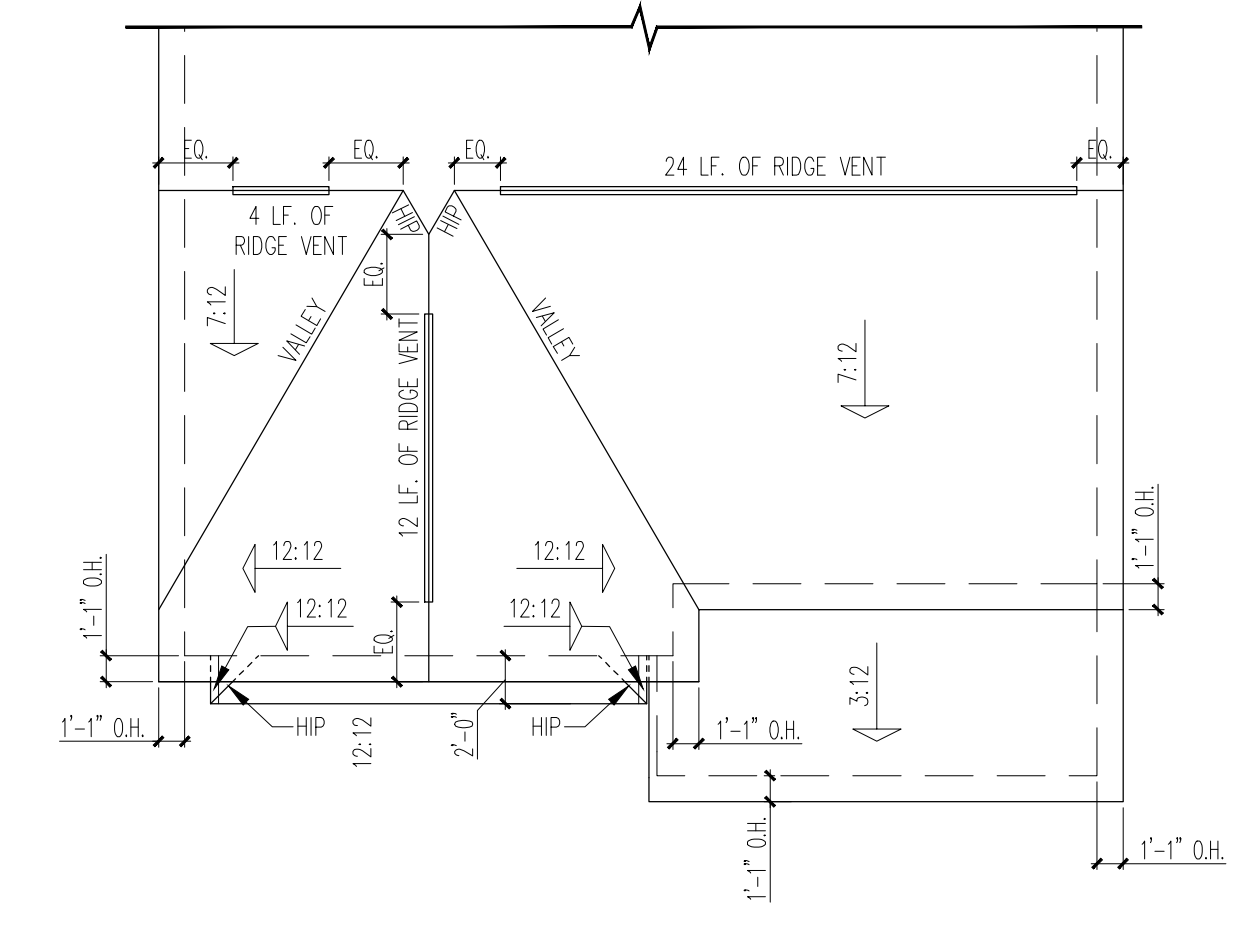
PARTIAL SECOND FLOOR PLAN

SCALE : 1/4"=1'-0"



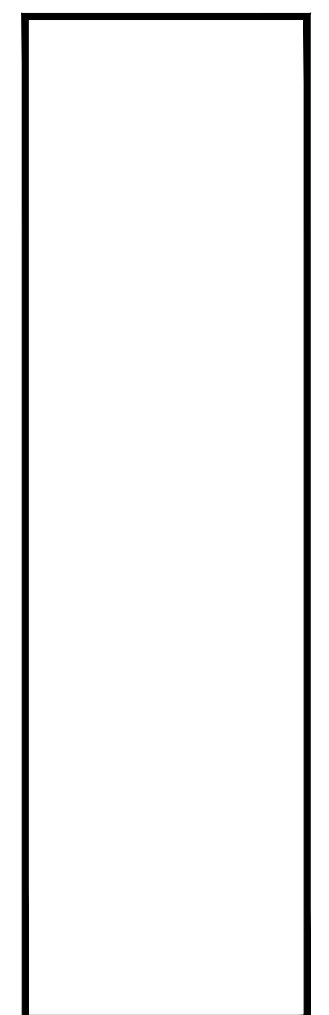
PARTIAL FIRST FLOOR PLAN

SCALE : 1/4"=1'-0"



PARTIAL ROOF PLAN

SCALE : 1/8"=1'-0"



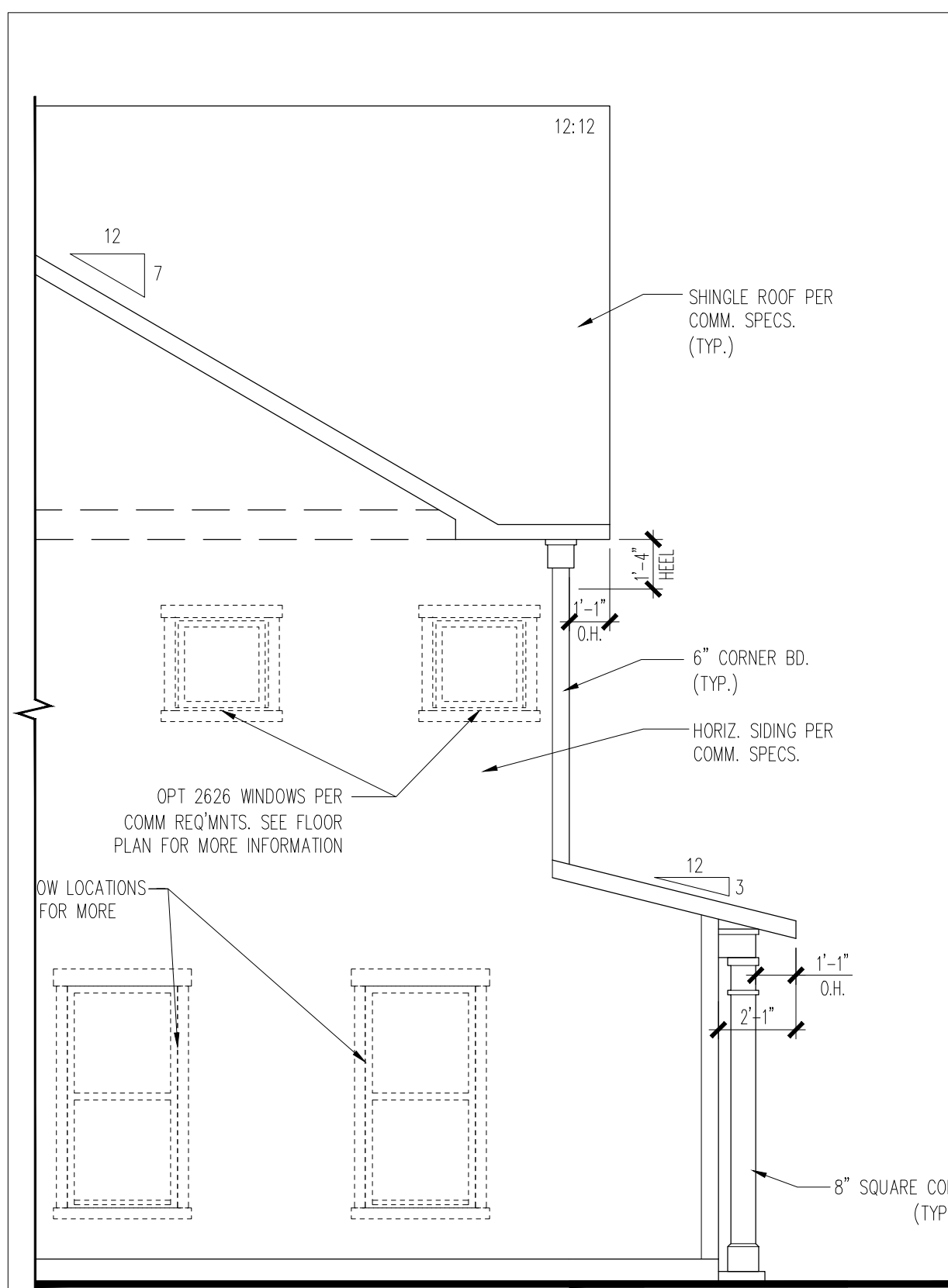
The STONEBROOK
ELEVATION 22

PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION
△	
△	
△	
△	
△	
△	
△	

PROJECT TYPE
Single Family

PLAN NAME
Stonebrook

SHEET
3.22



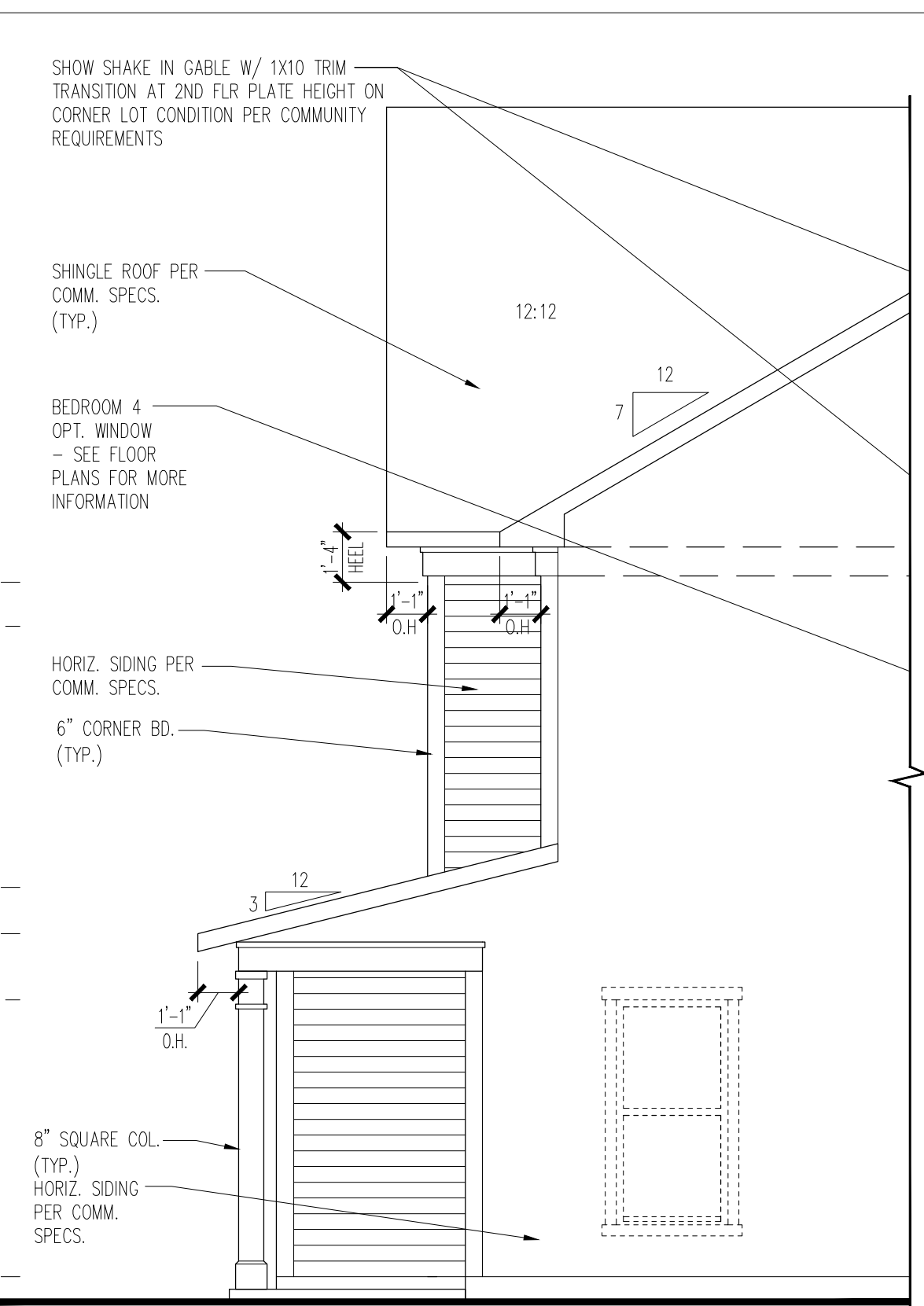
**PARTIAL LEFT SIDE ELEVATION
W/ 4' GARAGE EXTENSION**

SCALE : 1/4"=1'-0"



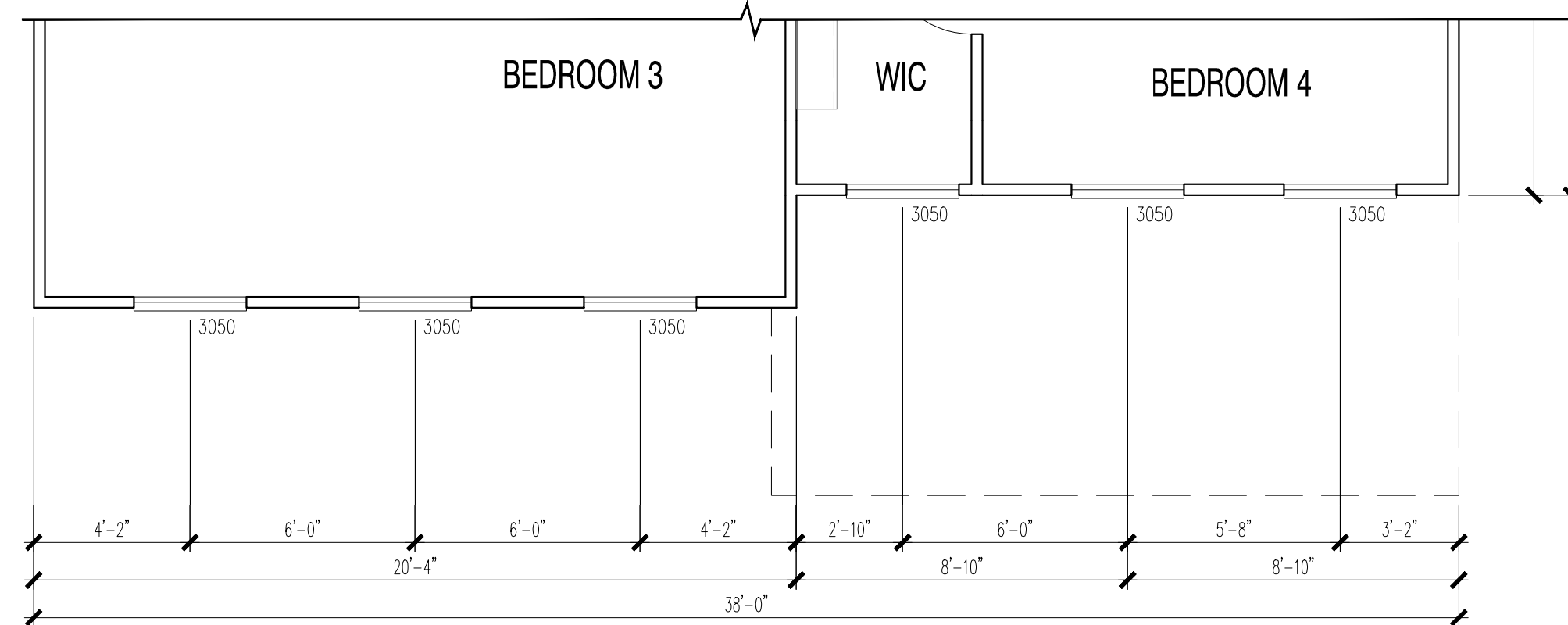
FRONT ELEVATION 22 W/ 4' GARAGE EXTENSION

SCALE : 1/4"=1'-0"



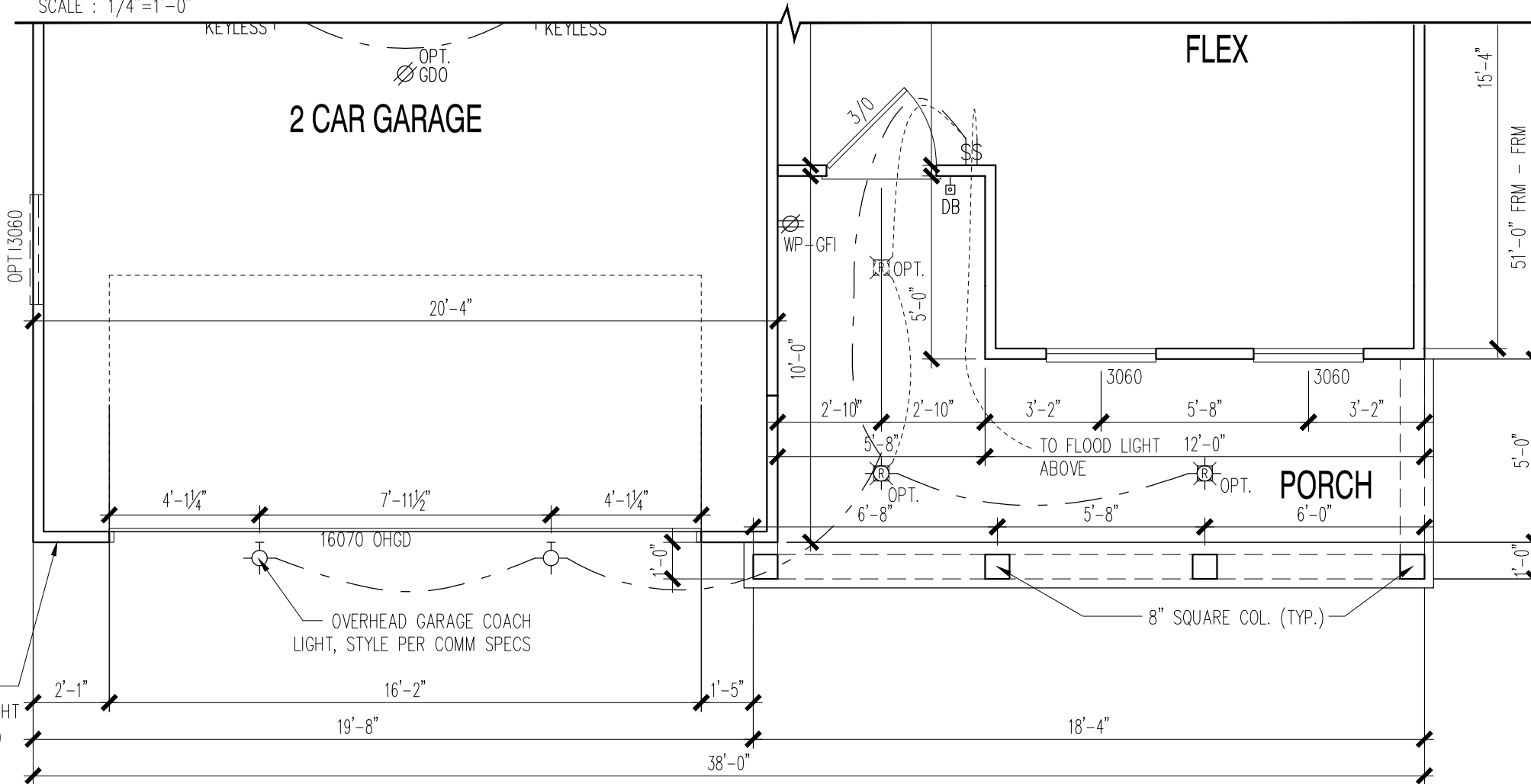
**PARTIAL RIGHT SIDE ELEVATION
W/ 4' GARAGE EXTENSION**

SCALE : 1/4"=1'-0"



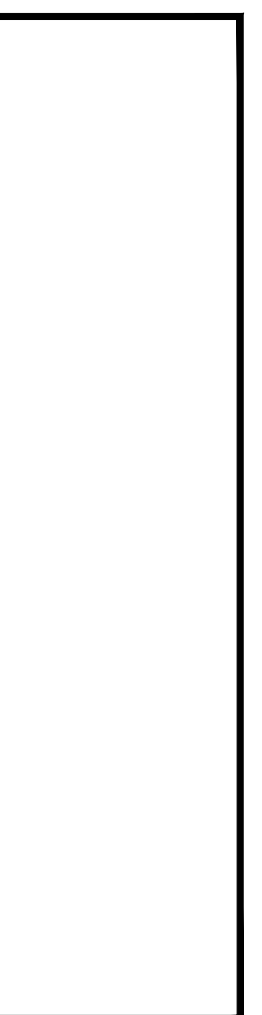
PARTIAL SECOND FLOOR PLAN

SCALE : 1/4"=1'-0"



PARTIAL FIRST FLOOR PLAN W/ 4' GARAGE EXTENSION

SCALE : 1/4"=1'-0"



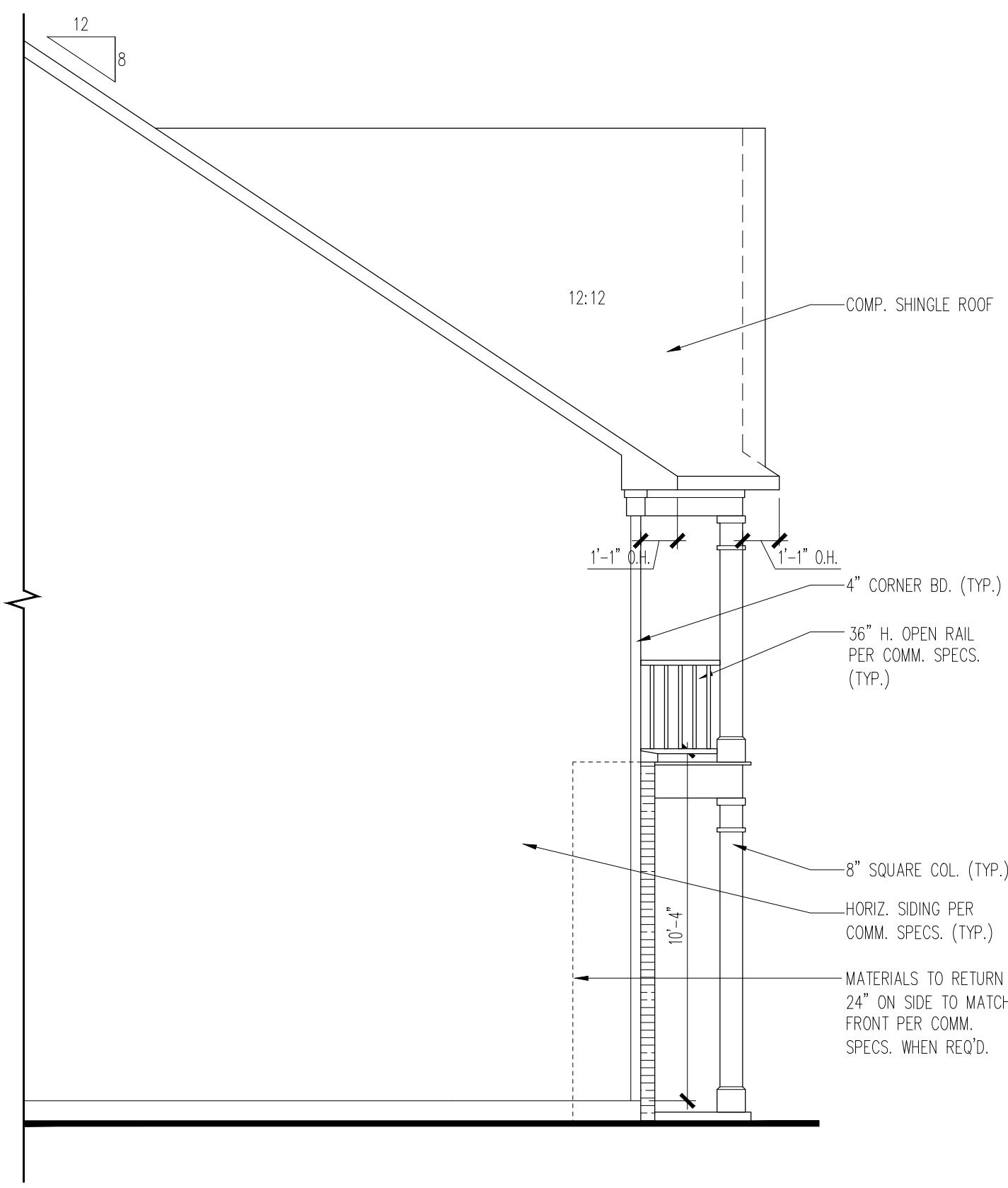
The STONEBROOK
ELEVATION 22 - W OPT. 4' GARAGE
EXTENSION

PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION
△	
△	
△	
△	
△	
△	
△	

PROJECT TYPE
Single Family

PLAN NAME
Stonebrook

SHEET
3.22.1



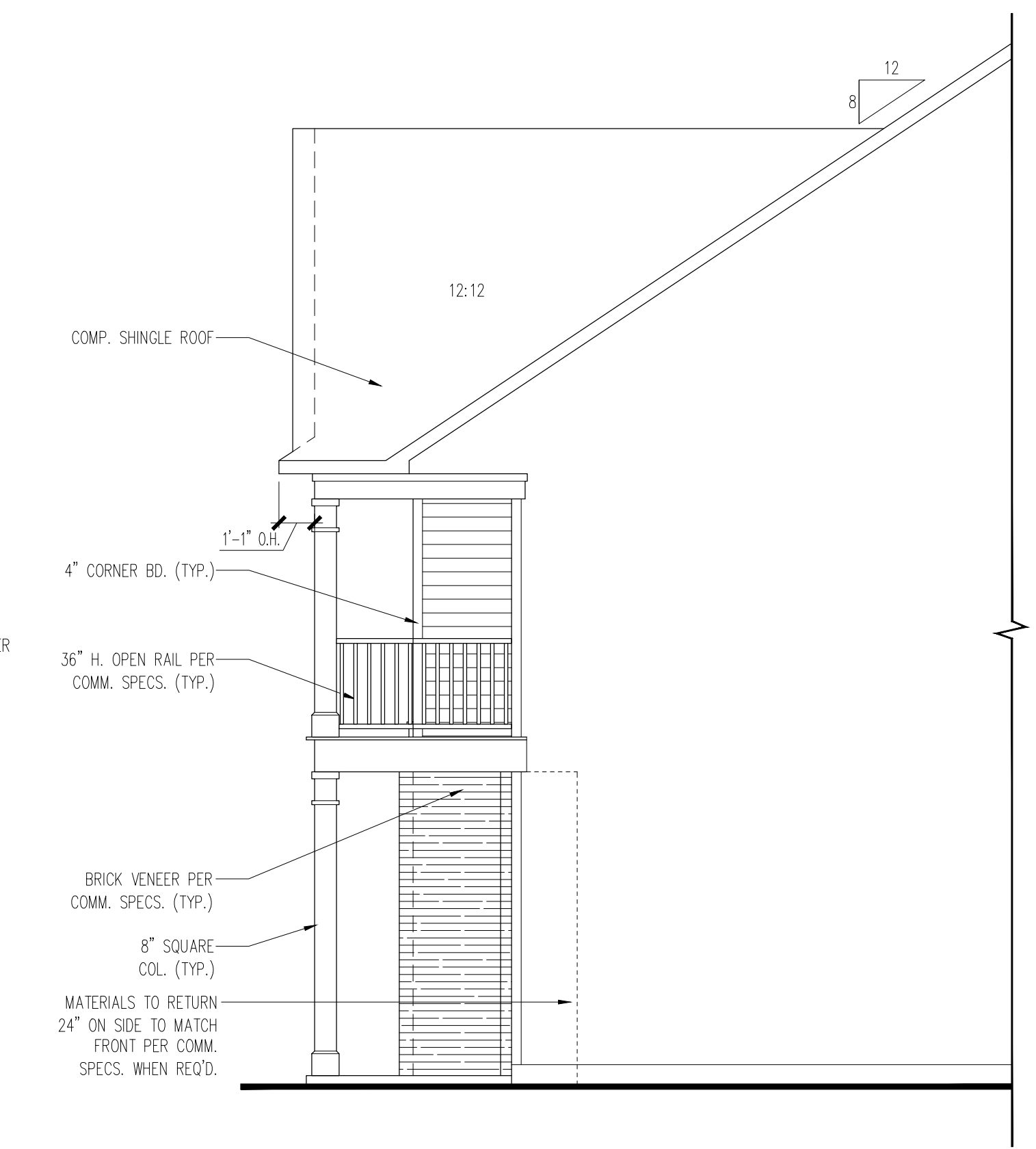
PARTIAL LEFT SIDE ELEVATION

SCALE : 1/4"=1'-0"



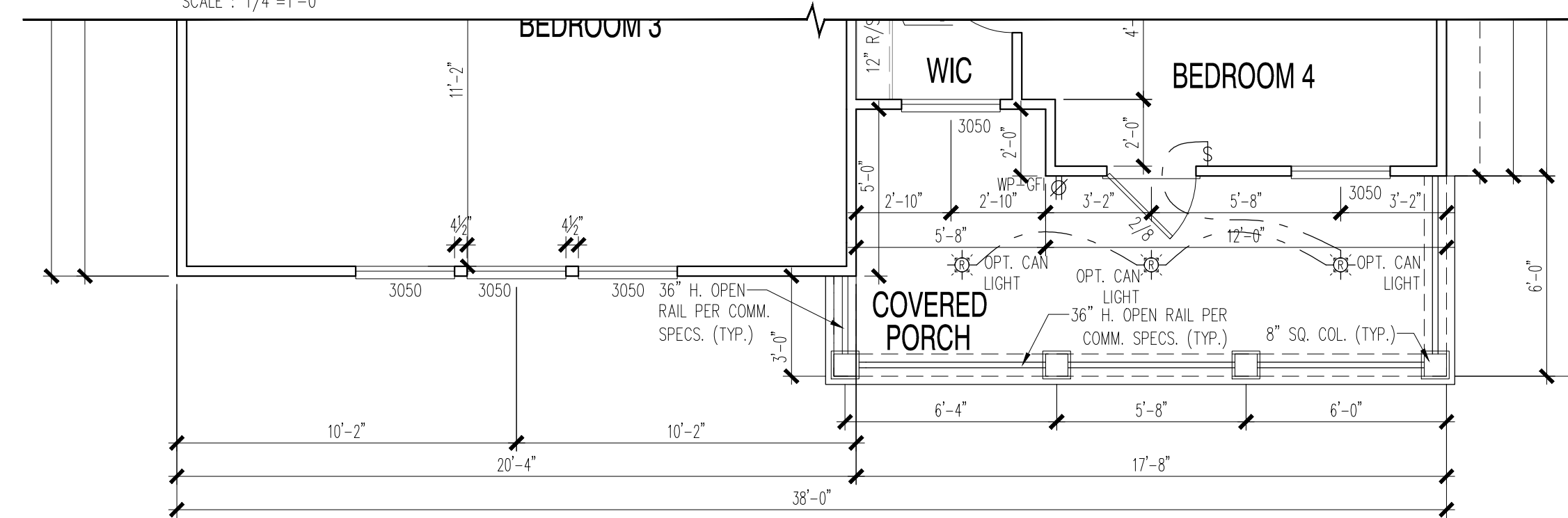
FRONT ELEVATION 28

SCALE : 1/4"=1'-0"



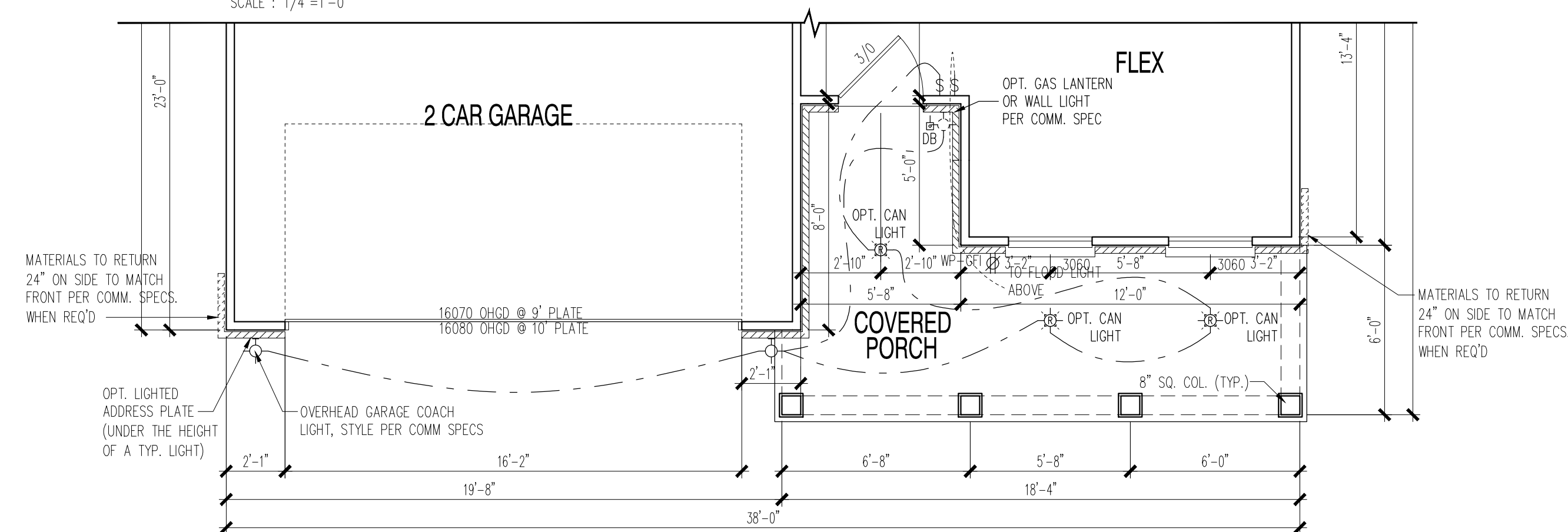
PARTIAL RIGHT SIDE ELEVATION

SCALE : 1/4"=1'-0"



PARTIAL SECOND FLOOR PLAN

SCALE : 1/4"=1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE : 1/4"=1'-0"



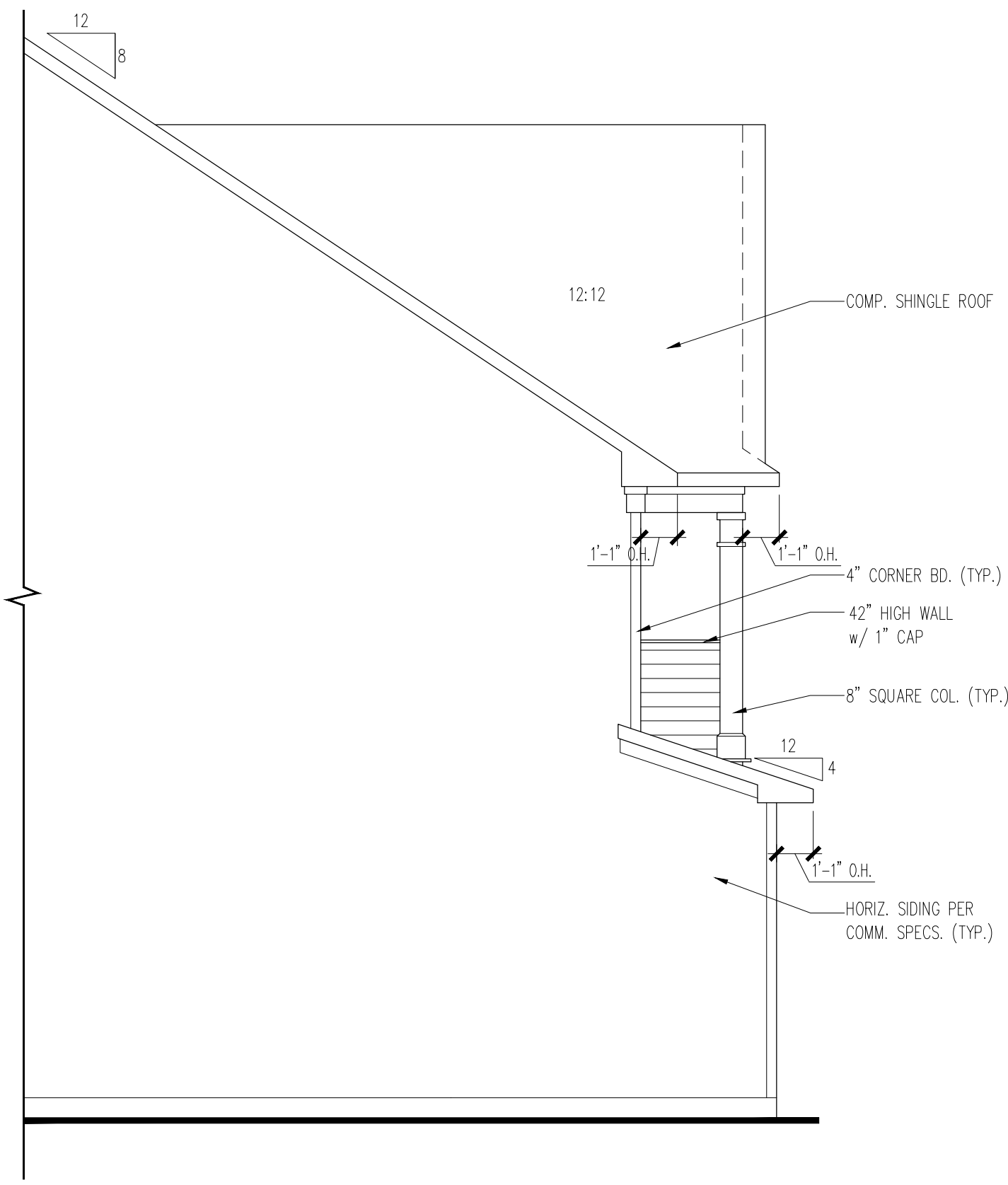
The Stonebrook
ELEVATION 28 - ALT. ROOF PITCH

PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION
△	
△	
△	
△	
△	
△	
△	

PROJECT TYPE
Single Family

PLAN NAME
Stonebrook

SHEET
3.28



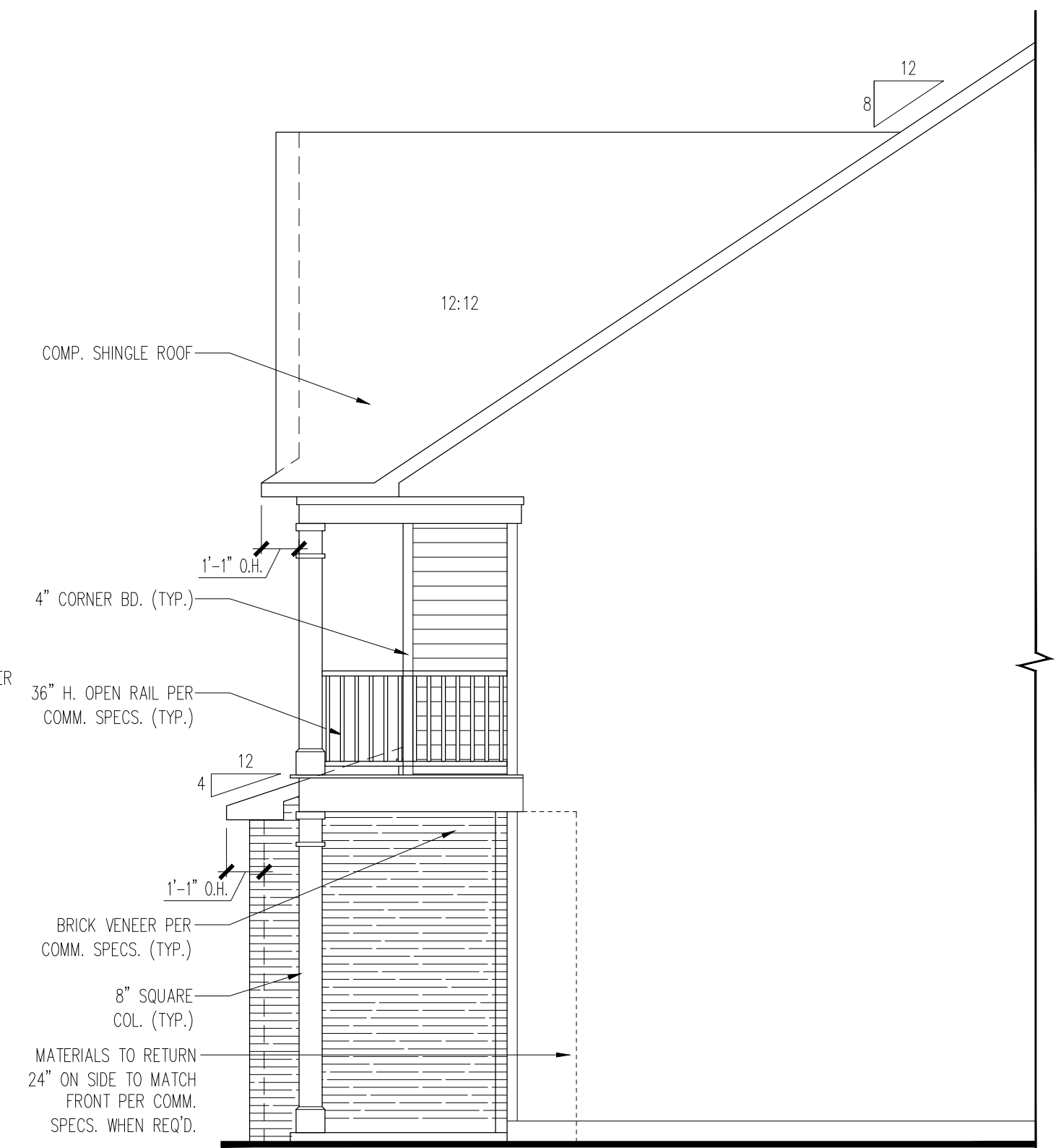
PARTIAL LEFT SIDE ELEVATION

SCALE: 1/4"=1'-0"



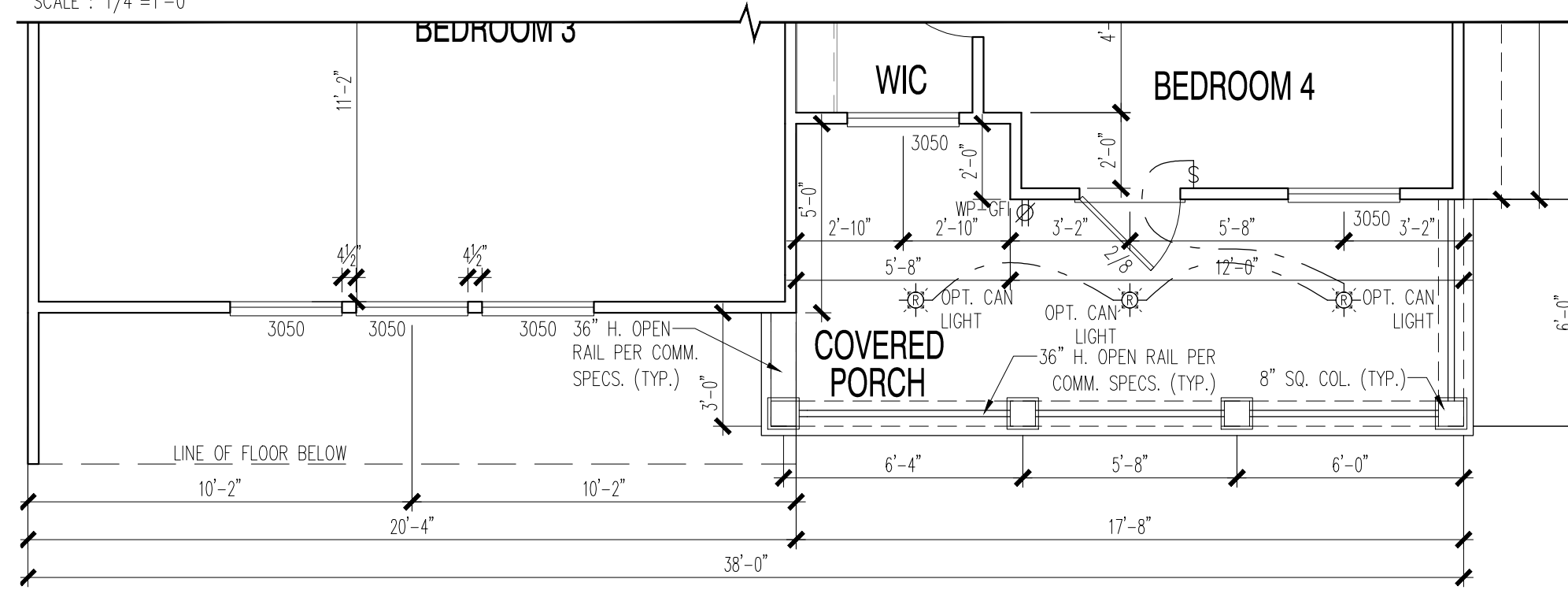
FRONT ELEVATION 28 W/ OPT 4' GARAGE EXTENSION

SCALE: 1/4"=1'-0"



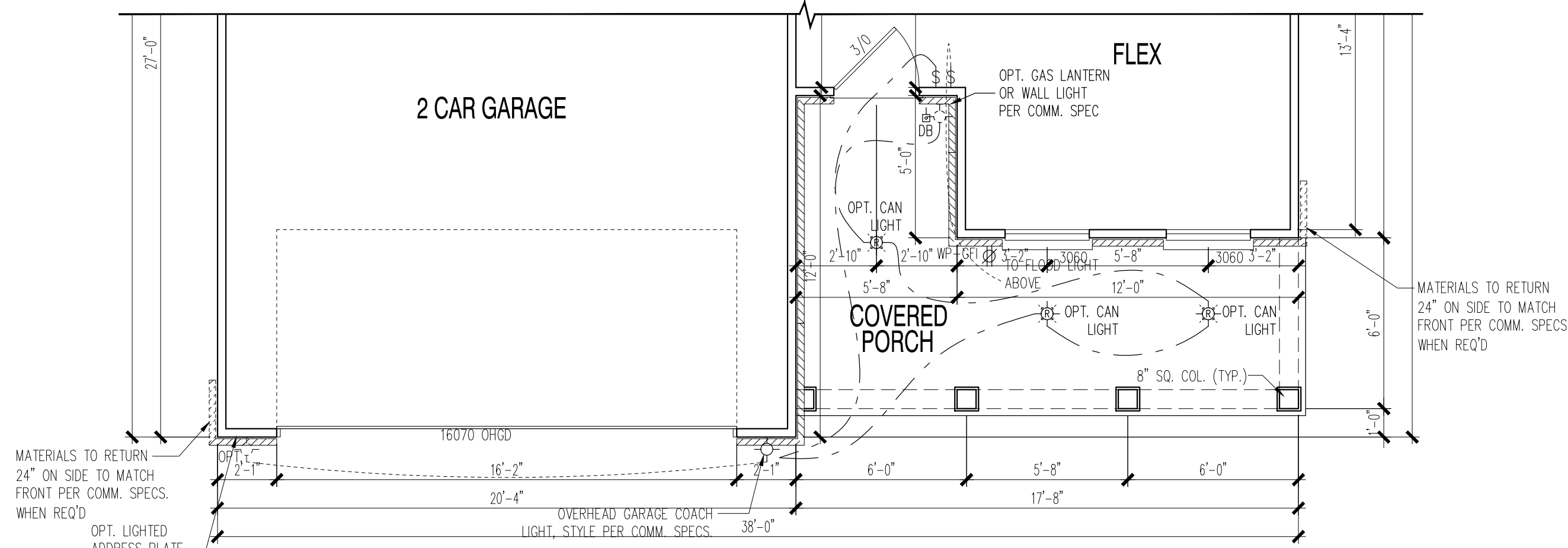
PARTIAL RIGHT SIDE ELEVATION

SCALE: 1/4"=1'-0"



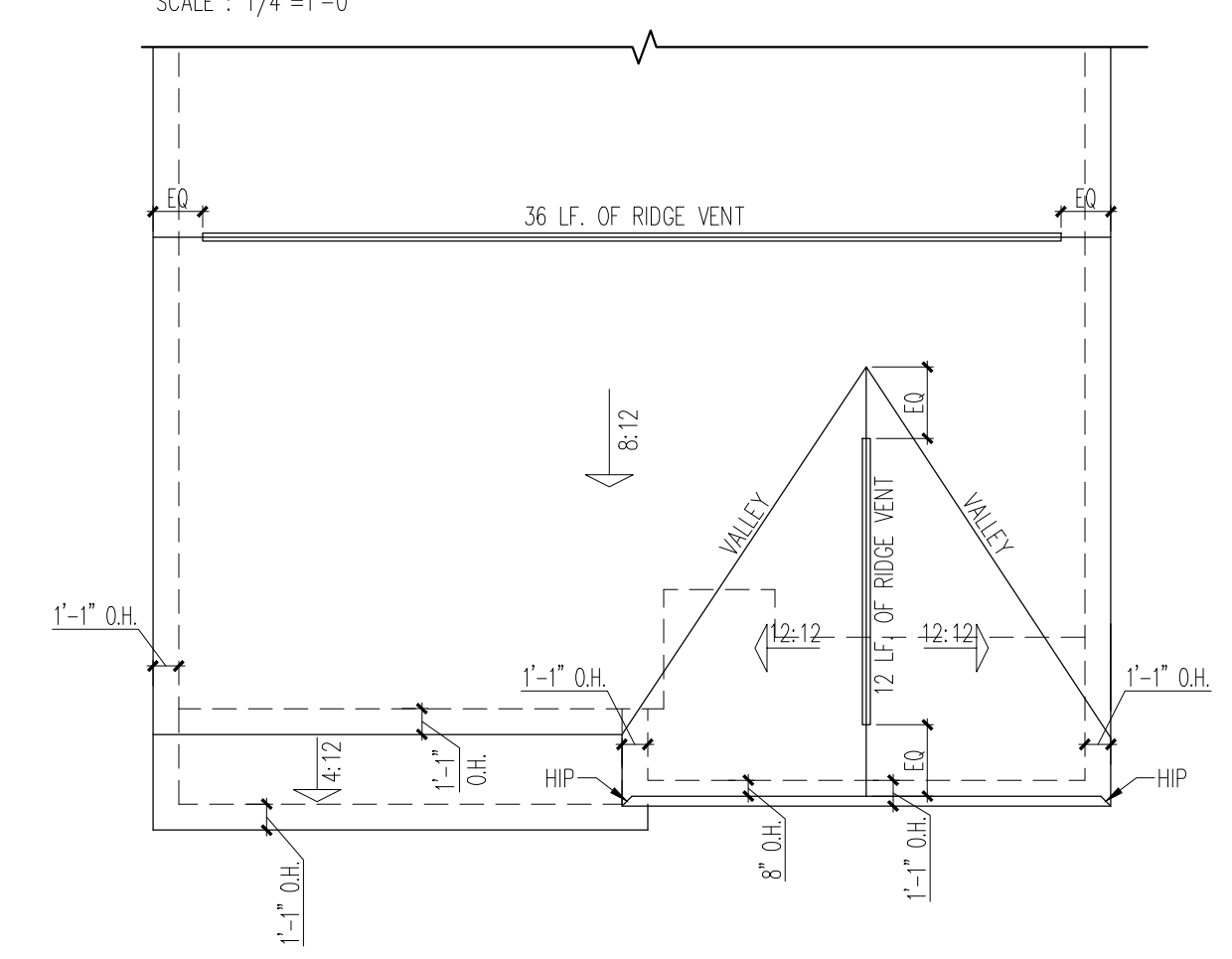
PARTIAL SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"



PARTIAL ROOF PLAN

SCALE: 1/8" = 1'-0"

ATTIC VENTILATION: (300 SQ FT ATTIC SPACE / 1 SQ FT VENTILATION)
W/ 40%-50% REQ. VENTS GREATER THAN OR EQUAL TO 3' ABOVE
EAVE / CORNICE VENTS PER R806.2

ELEVATION "28" W/
GARAGE EXT. 2216 SQ FT UNDER ROOF ATTIC /
300 SQ FT / 1 SQ FT = 7.39 SQ FT VENTILATION

RIDGE VENT 18 SQ IN = (.125 SQ FT)
BOX VENT 50 SQ IN = (.3472 SQ FT)
SOFFIT VENT 9 SQ IN = (.0625 SQ FT)

7.39 SQ FT x 50% = 3.693 SQ FT RIDGE, 7.39 SQ FT x 50% = 3.693 SQ FT SOFFIT
RIDGE VENT OR W/ HIP, BOX VENT
3.693 SQ FT = 29.5 FEET OF RIDGE VENT 3.693 SQ FT = 10.6 BOX VENT(S)
0.125 SQ FT 0.3472 SQ FT

SOFFIT VENT
3.693 SQ FT = 59.1 FEET OF SOFFIT VENT
0.0625 SQ FT

*CALCULATIONS REFLECT 50 % RIDGE AND 50 % SOFFIT VENTS ALLOWABLE PER SECTION R806.2

The STONEBROOK
ELEVATION 28-ALT. ROOF PITCH W OPT.
4 GAR.EXT

PRODUCT MANAGER

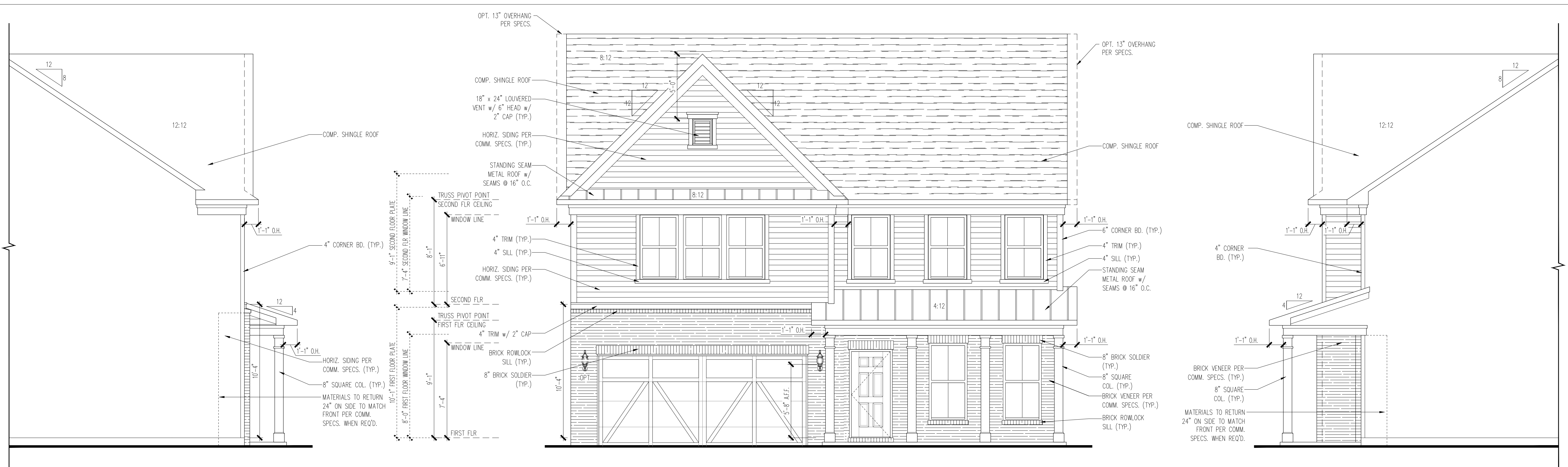
INITIAL RELEASE DATE:

REV#	DATE/DESCRIPTION

PROJECT TYPE
Single Family

PLAN NAME
Stonebrook

SHEET
3.28.1



PARTIAL LEFT SIDE ELEVATION

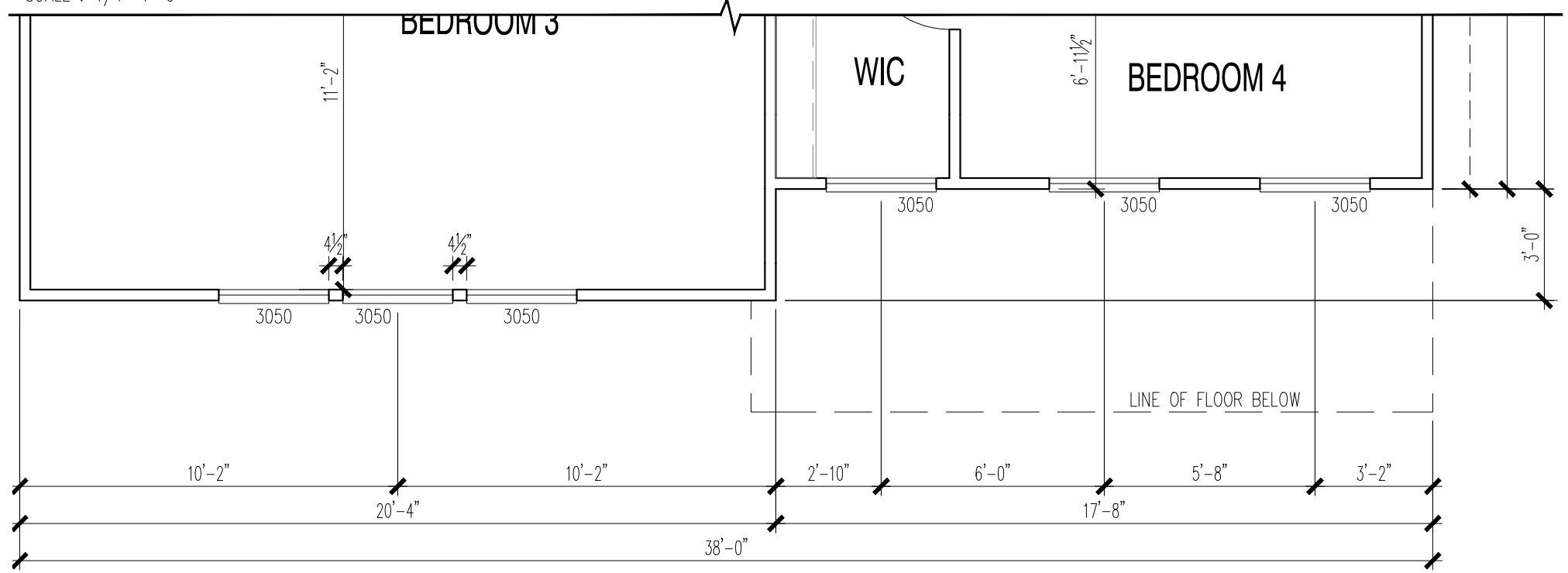
SCALE : 1/4"=1'-0"

FRONT ELEVATION 29

SCALE : 1/4"=1'-0"

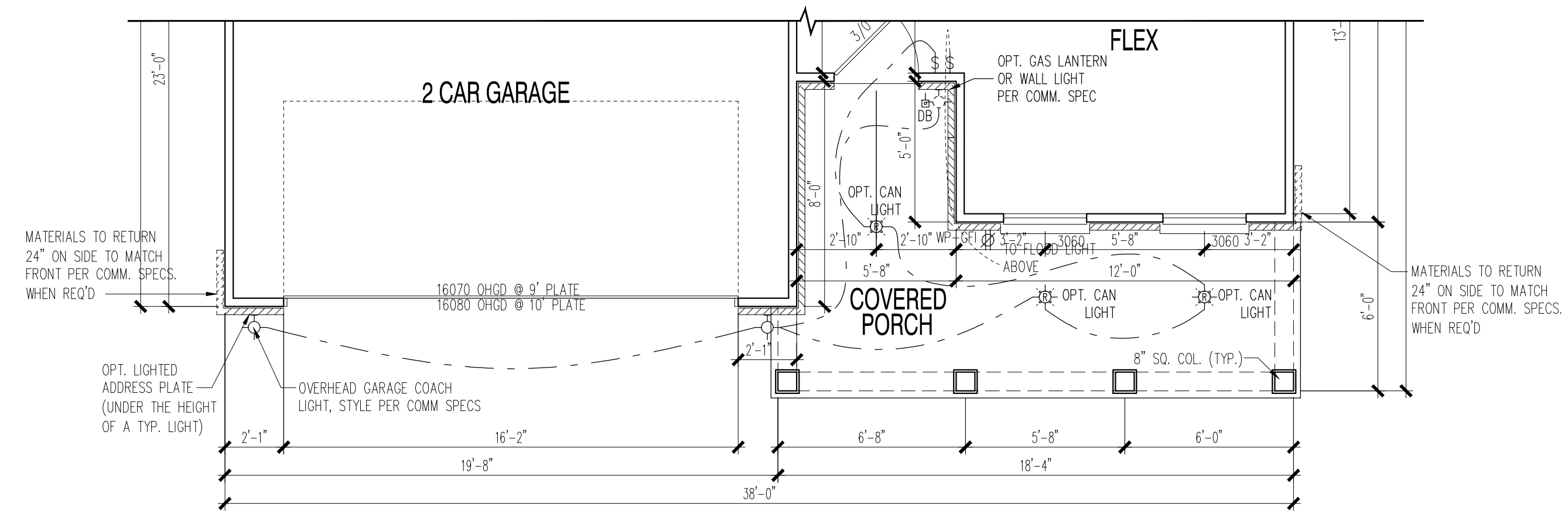
PARTIAL RIGHT SIDE ELEVATION

SCALE : 1/4"=1'-0"



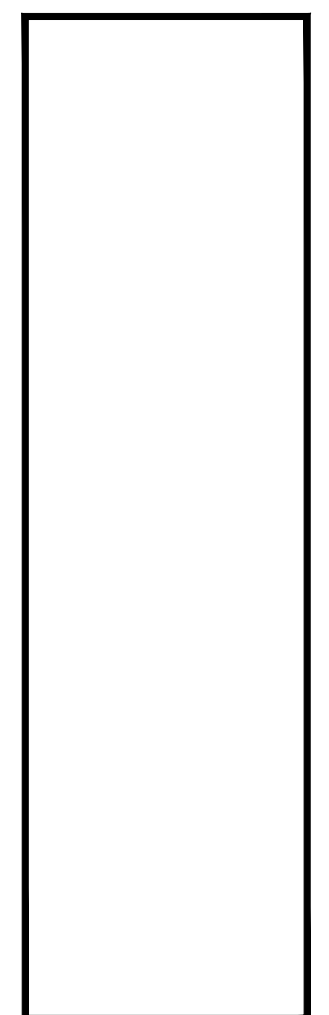
PARTIAL SECOND FLOOR PLAN

SCALE : 1/4"=1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE : 1/4"=1'-0"



The STONEBROOK
ELEVATION 29 - ALT. ROOF PITCH

PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION
△	
△	
△	
△	
△	
△	
△	

PROJECT TYPE
Single Family

PLAN NAME
Stonebrook

SHEET
3.29



PARTIAL LEFT SIDE ELEVATION

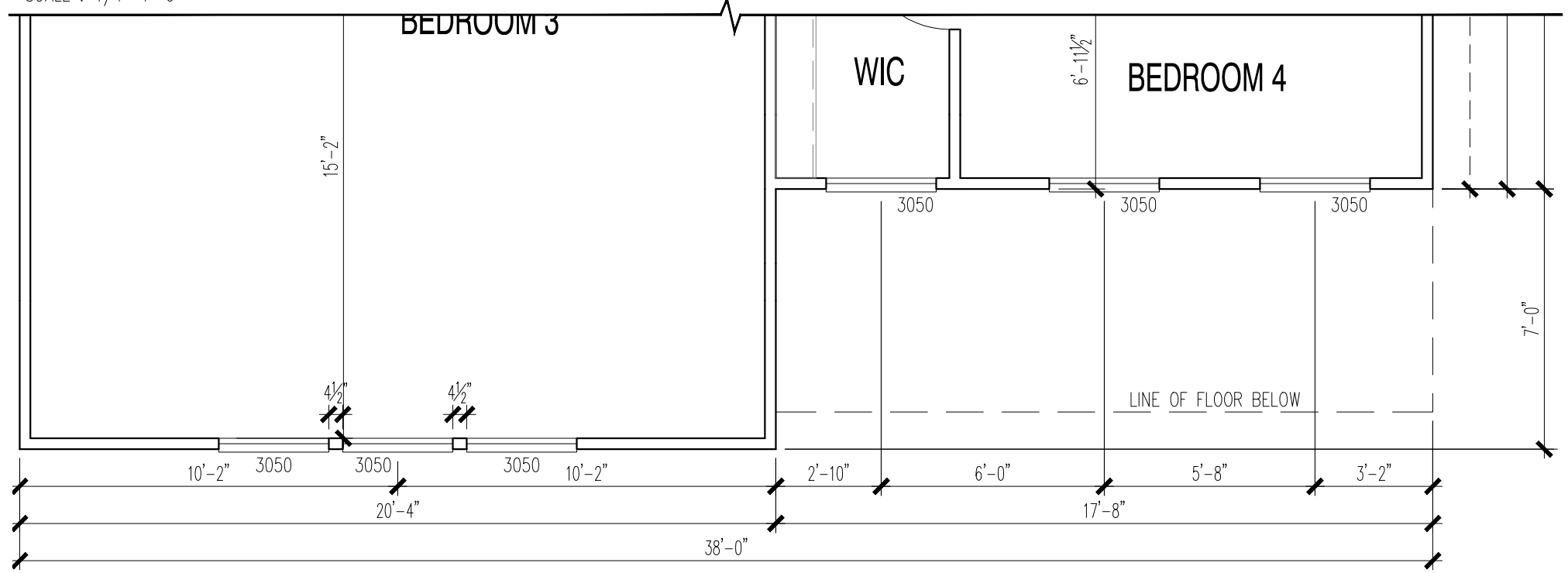
SCALE : 1/4"=1'-0"

FRONT ELEVATION 29 W/ OPT. 4' GARAGE EXTENSION

SCALE : 1/4"=1'-0"

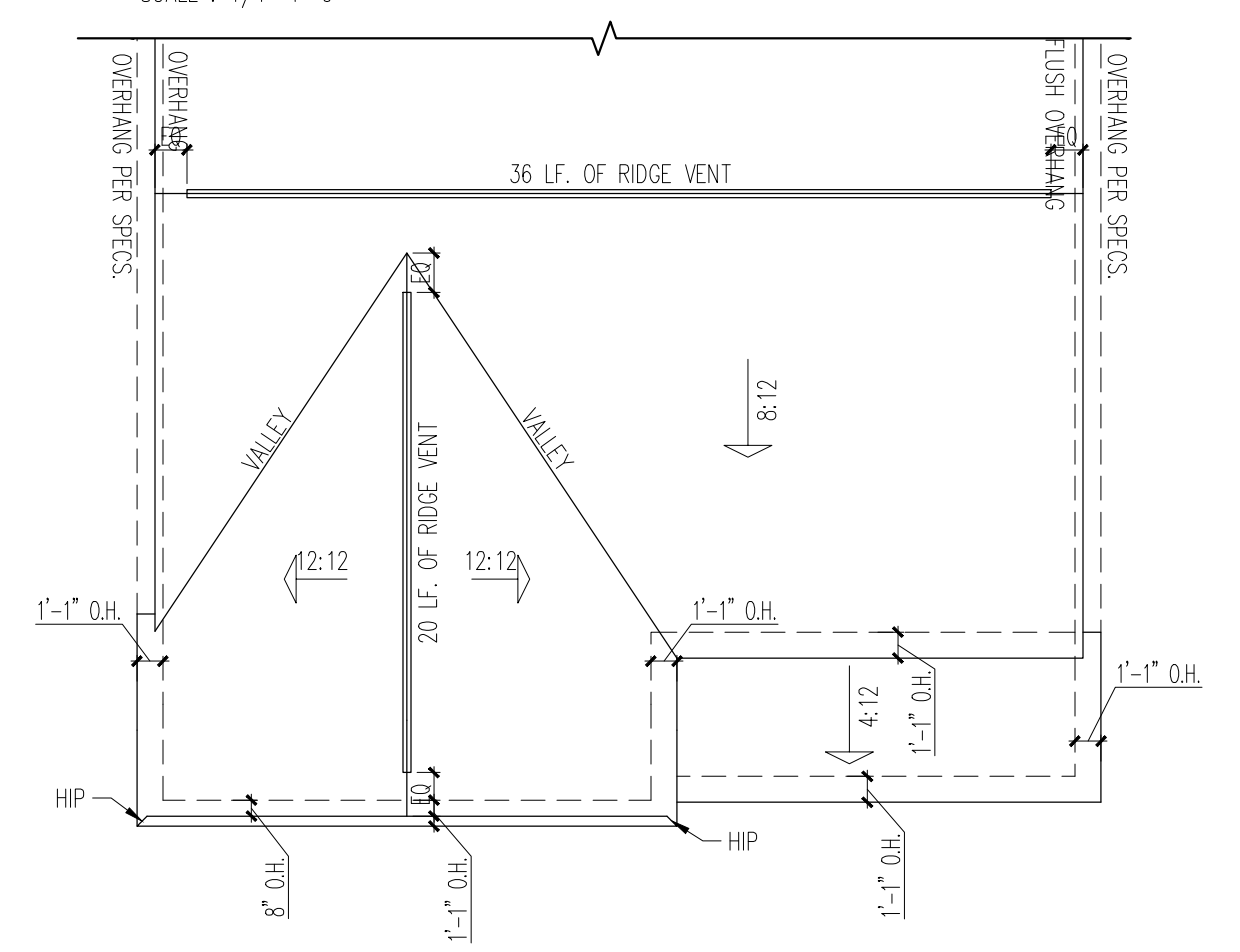
PARTIAL RIGHT SIDE ELEVATION

SCALE : 1/4"=1'-0"



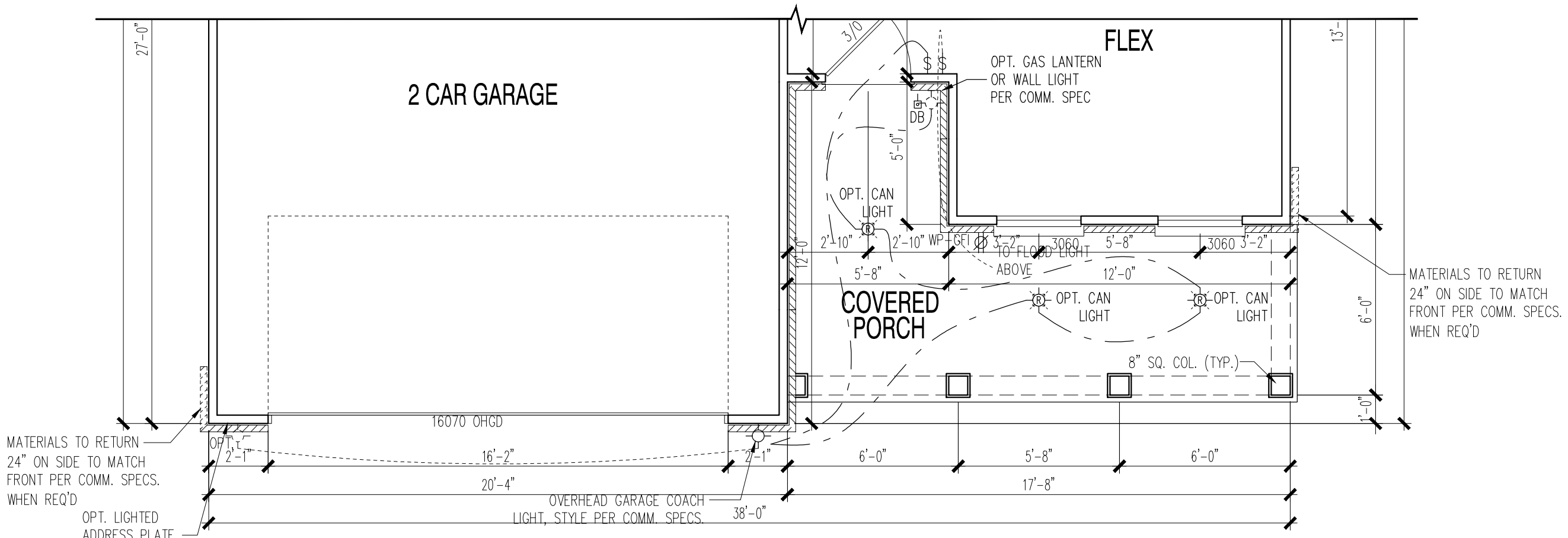
PARTIAL SECOND FLOOR PLAN

SCALE : 1/4"=1'-0"



PARTIAL ROOF PLAN

SCALE : 1/8" = 1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE : 1/4"=1'-0"

ATTIC VENTILATION : (300 SQ FT ATTIC SPACE / 1 SQ FT VENTILATION)
 W/ 40%-50% REQ. VENTS GREATER THAN OR EQUAL TO 3' ABOVE
 EAVE / CORNICE VENTS PER R806.2

ELEVATION "29" w/
 GARAGE EXT. 2190 SQ FT UNDER ROOF ATTIC /
 300 SQ FT / 1 SQ FT = 7.30 SQ FT VENTILATION

RIDGE VENT 18 SQ IN = (.125 SQ FT)
 BOX VENT 50 SQ IN = (.3472 SQ FT)
 SOFFIT VENT 9 SQ IN = (.0625 SQ FT)

7.30 SQ FT x 50% = 3.650 SQ FT RIDGE, 7.30 SQ FT x 50% = 3.650 SQ FT SOFFIT
 RIDGE VENT OR W/ HIP, BOX VENT
 3.650 SQ FT = 29.2 FEET OF RIDGE VENT 3.650 SQ FT = 10.5 BOX VENT(S)
 0.125 SQ FT 0.3472 SQ FT

SOFFIT VENT
 3.650 SQ FT = 58.4 FEET OF SOFFIT VENT
 0.0625 SQ FT

*CALCULATIONS REFLECT 50 % RIDGE AND 50 % SOFFIT VENTS ALLOWABLE PER SECTION R806.2

The STONEBROOK

ELEVATION 29 - ALT. ROOF PITCH W OPT. 4' GARAGE EXTENSION

PRODUCT MANAGER

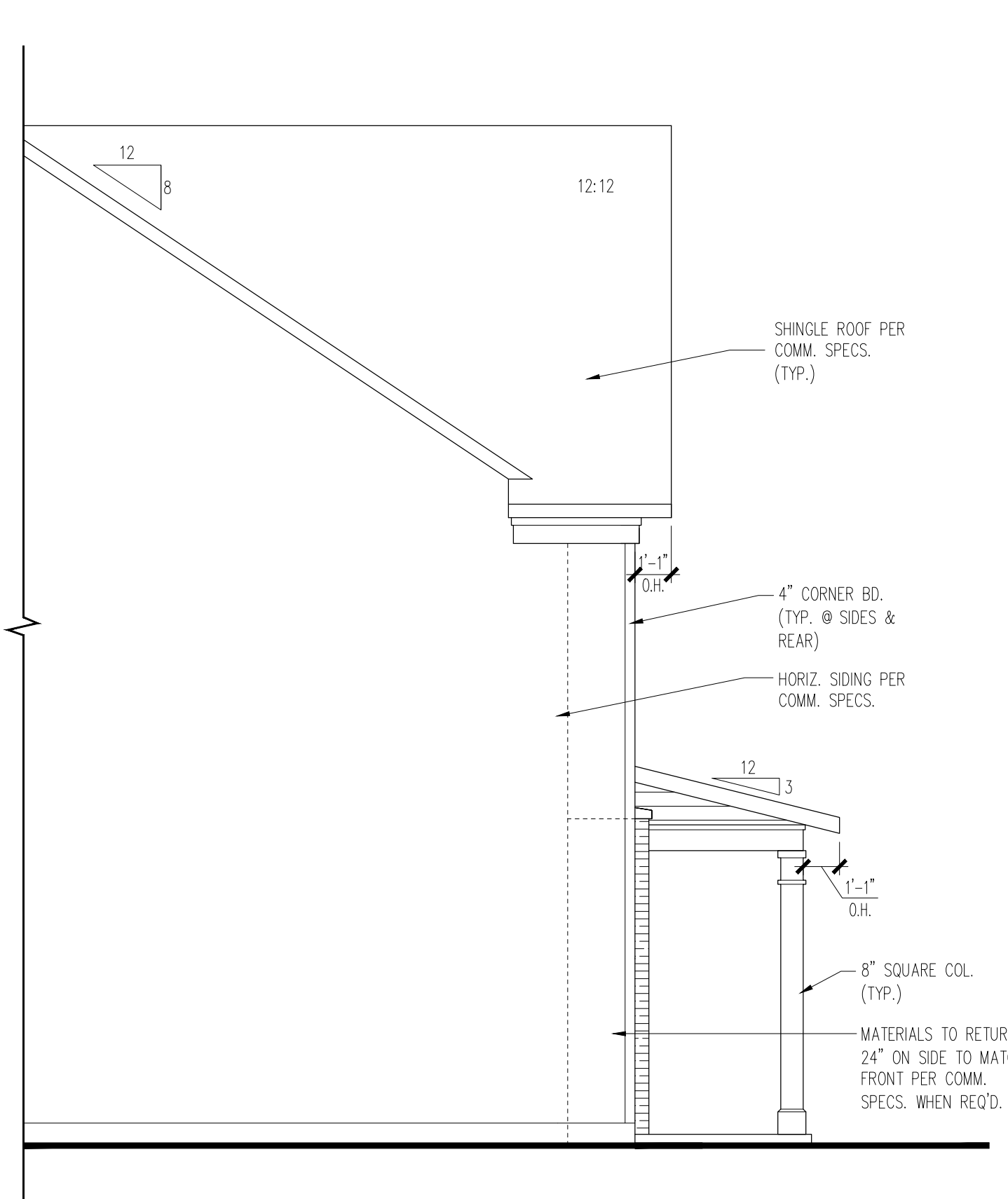
INITIAL RELEASE DATE:

REV#	DATE/DESCRIPTION

PROJECT TYPE
Single Family

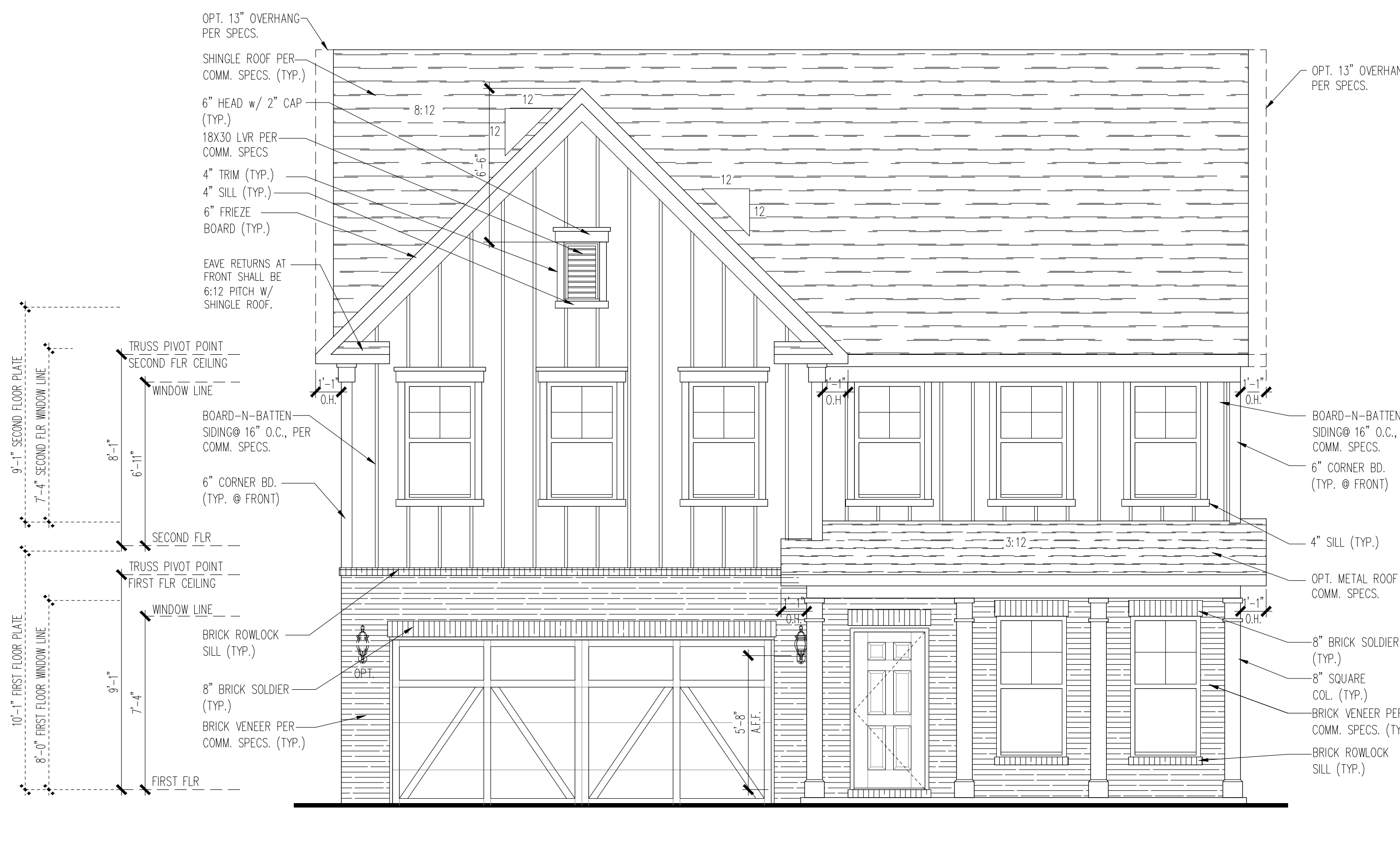
PLAN NAME
Stonebrook

SHEET
3.29.1



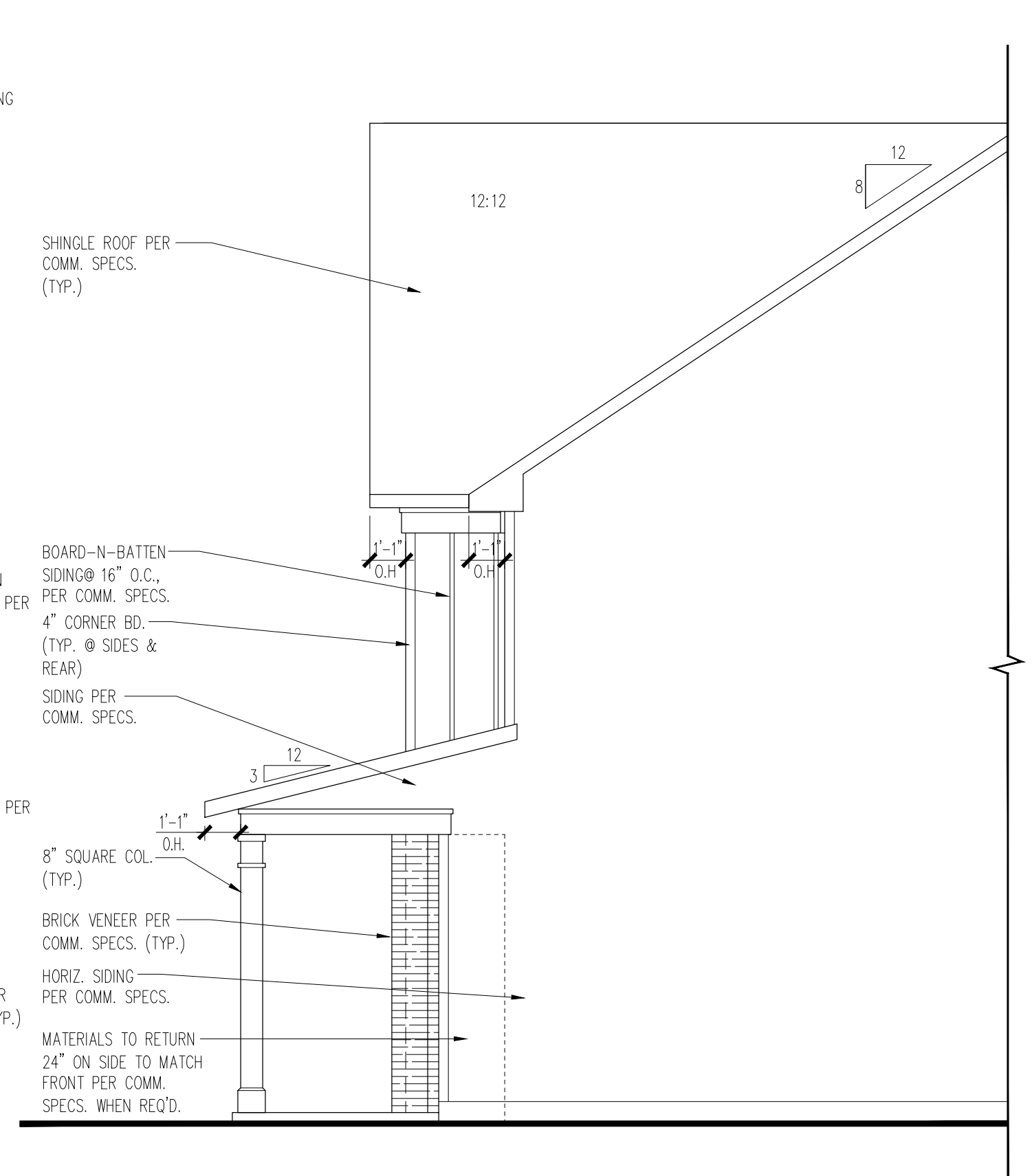
PARTIAL LEFT SIDE ELEVATION

SCALE : 1/4"=1'-0"



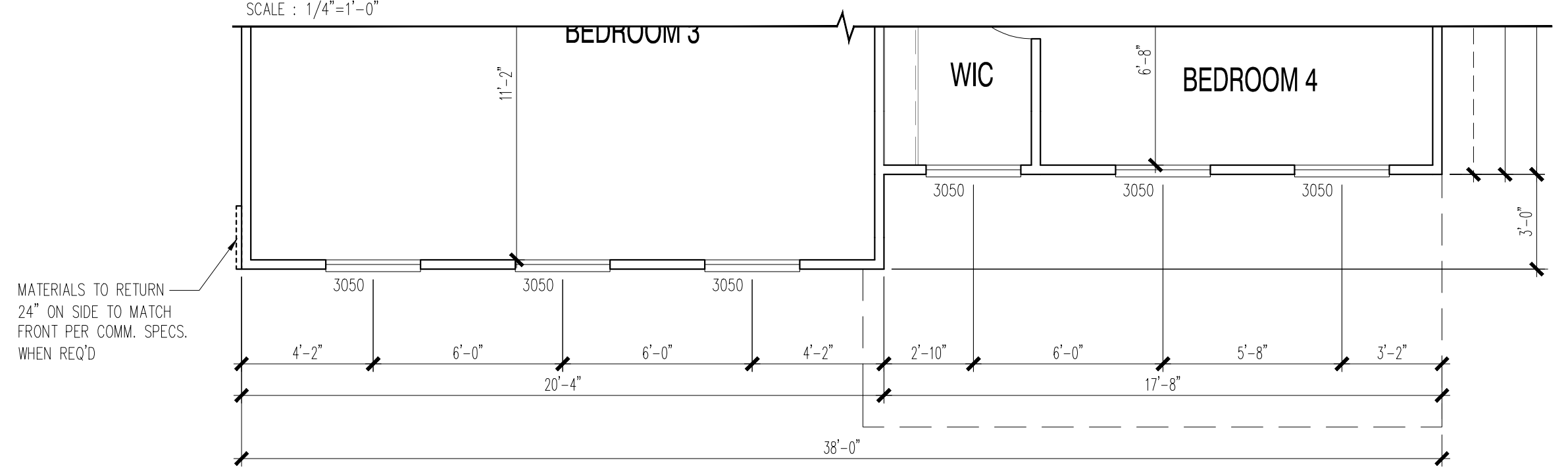
FRONT ELEVATION 30

SCALE : 1/4"=1'-0"



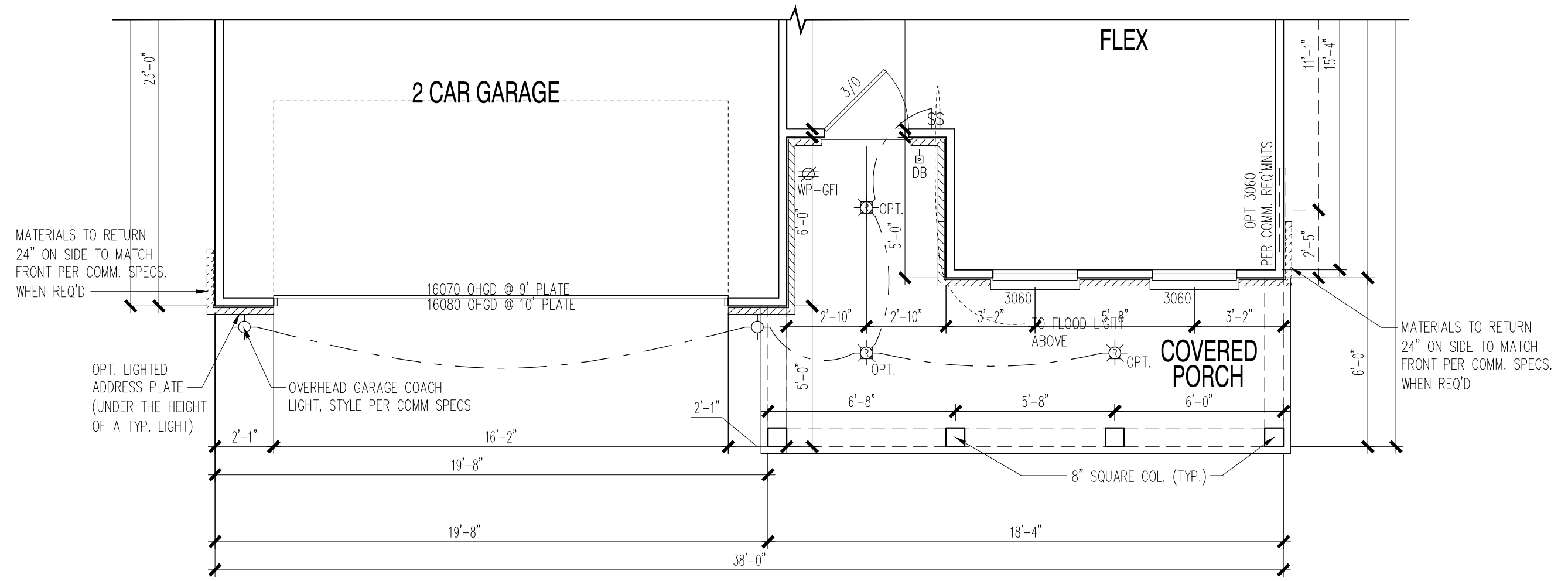
PARTIAL RIGHT SIDE ELEVATION

SCALE : 1/4"=1'-0"



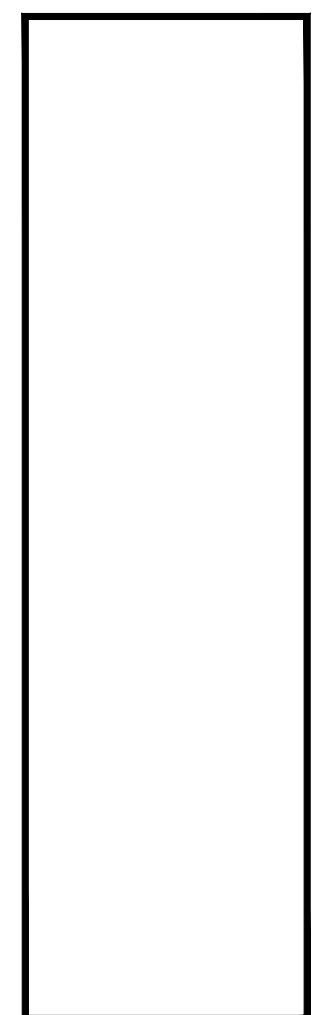
PARTIAL SECOND FLOOR PLAN

SCALE : 1/4"=1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE : 1/4"=1'-0"



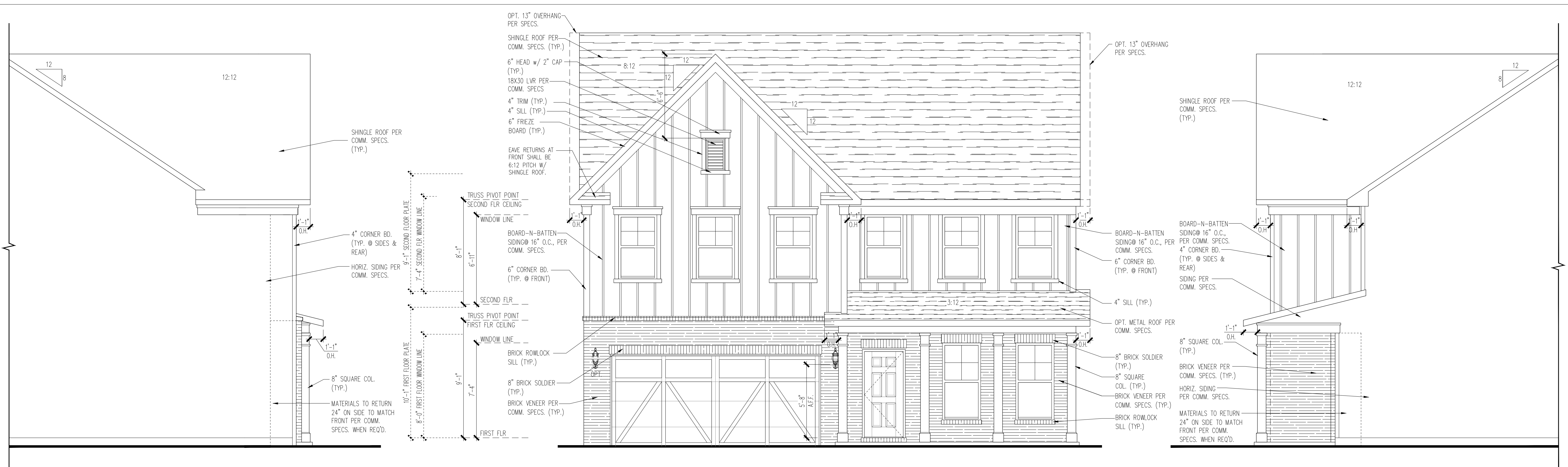
The STONEBROOK
ELEVATION 30

PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION

PROJECT TYPE
Single Family

PLAN NAME
Stonebrook

SHEET
3.30



PARTIAL LEFT SIDE ELEVATION

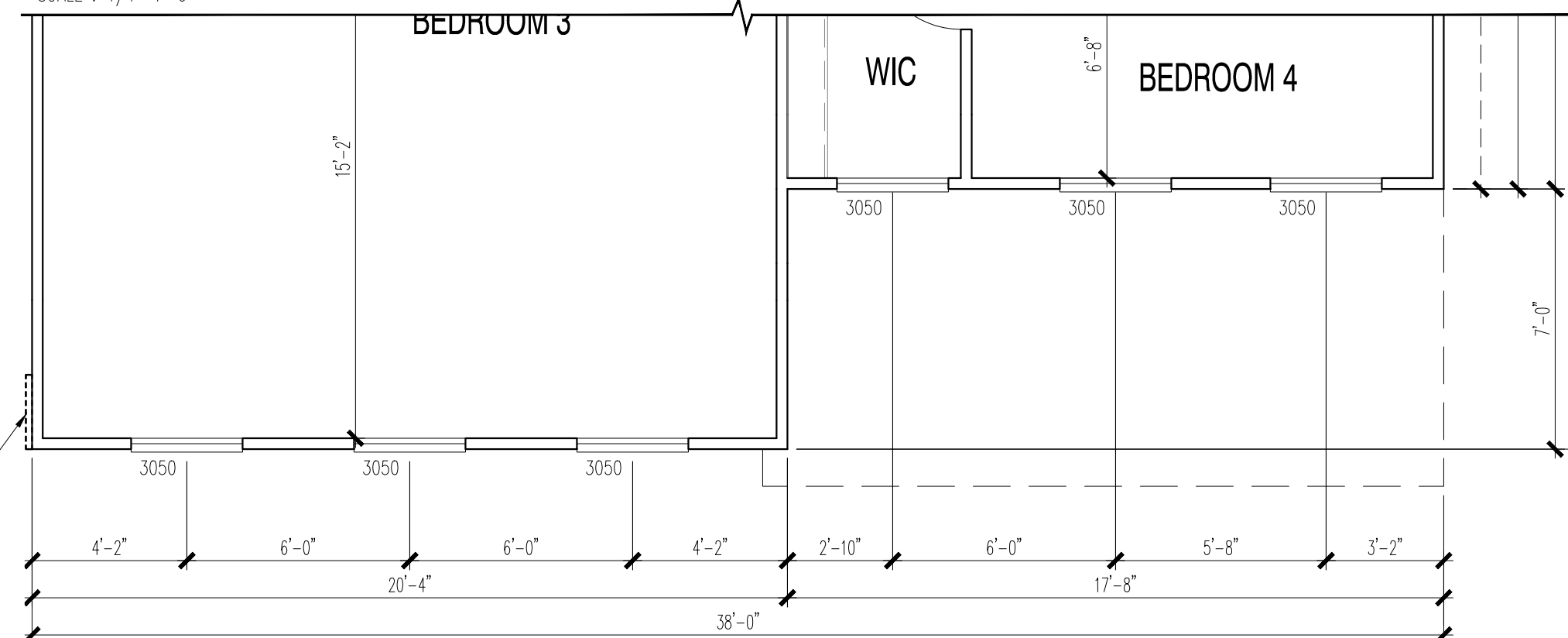
SCALE : 1/4"=1'-0"

FRONT ELEVATION 30 W/ OPT 4' GARAGE EXTENSION

SCALE : 1/4"=1'-0"

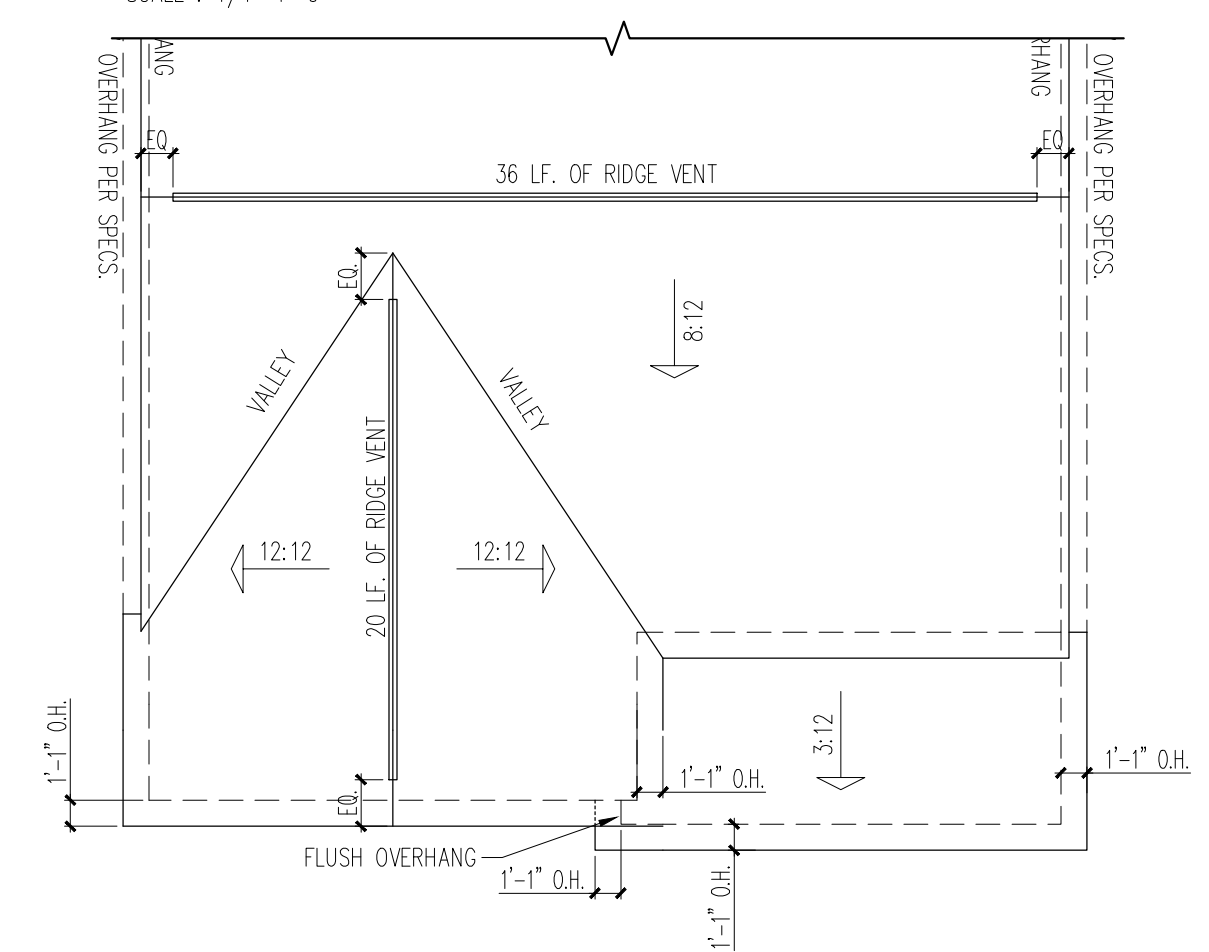
PARTIAL RIGHT SIDE ELEVATION

SCALE : 1/4"=1'-0"



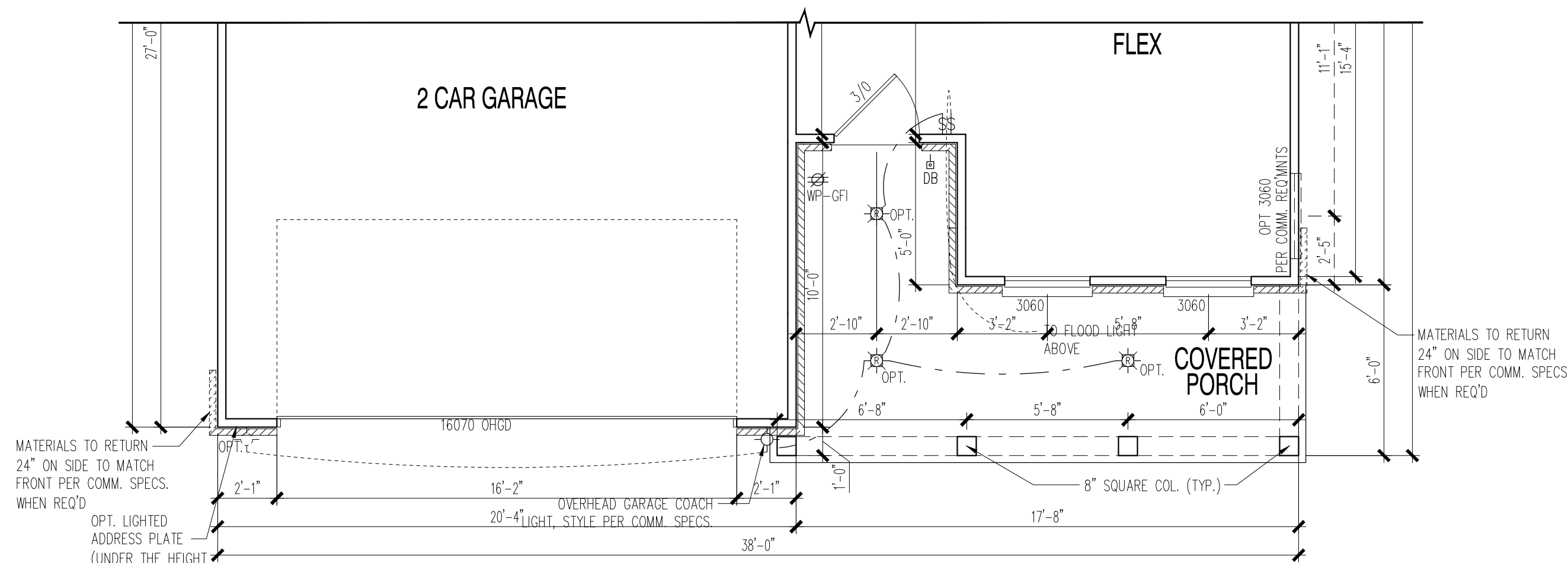
PARTIAL SECOND FLOOR PLAN

SCALE : 1/4"=1'-0"



PARTIAL ROOF PLAN

SCALE : 1/8" = 1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE : 1/4"=1'-0"

ATTIC VENTILATION : (300 SQ FT ATTIC SPACE / 1 SQ FT VENTILATION)
W/ 40%-50% REQ. VENTS GREATER THAN OR EQUAL TO 3" ABOVE
EAVE / CORNICE VENTS PER R806.2

ELEVATION "30" w/
GARAGE EXT. 1546 SQ FT UNDER ROOF ATTIC /
300 SQ FT / 1 SQ FT = 5.15 SQ FT VENTILATION

RIDGE VENT 18 SQ IN = (.125 SQ FT)
BOX VENT 50 SQ IN = (.3472 SQ FT)
SOFFIT VENT 9 SQ IN = (.0625 SQ FT)

5.15 SQ FT x 50% = 2.5775 SQ FT RIDGE, 5.15 SQ FT x 50% = 2.5775 SQ FT SOFFIT
RIDGE VENT OR W/ HIP, BOX VENT
2.577 SQ FT = 20.6 FEET OF RIDGE VENT 2.577 SQ FT = 7.4 BOX VENT(S)
0.125 SQ FT 0.3472 SQ FT
SOFFIT VENT
2.577 SQ FT = 41.2 FEET OF SOFFIT VENT
0.0625 SQ FT

*CALCULATIONS REFLECT 50 % RIDGE AND 50 % SOFFIT VENTS ALLOWABLE PER SECTION R806.2

The STONEBROOK

ELEVATION 30 - W OPT. 4' GARAGE EXTENSION

PRODUCT MANAGER

INITIAL RELEASE DATE:

REV#	DATE/DESCRIPTION

PROJECT TYPE
Single Family

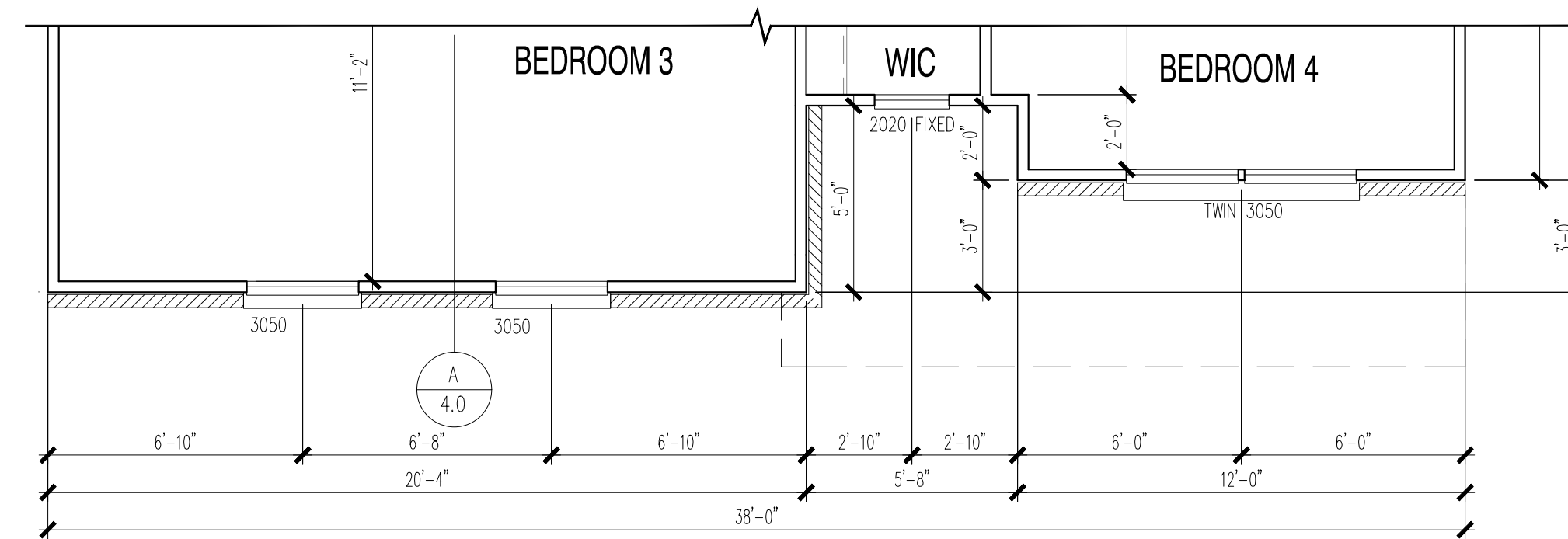
PLAN NAME
Stonebrook

SHEET
3.30.1



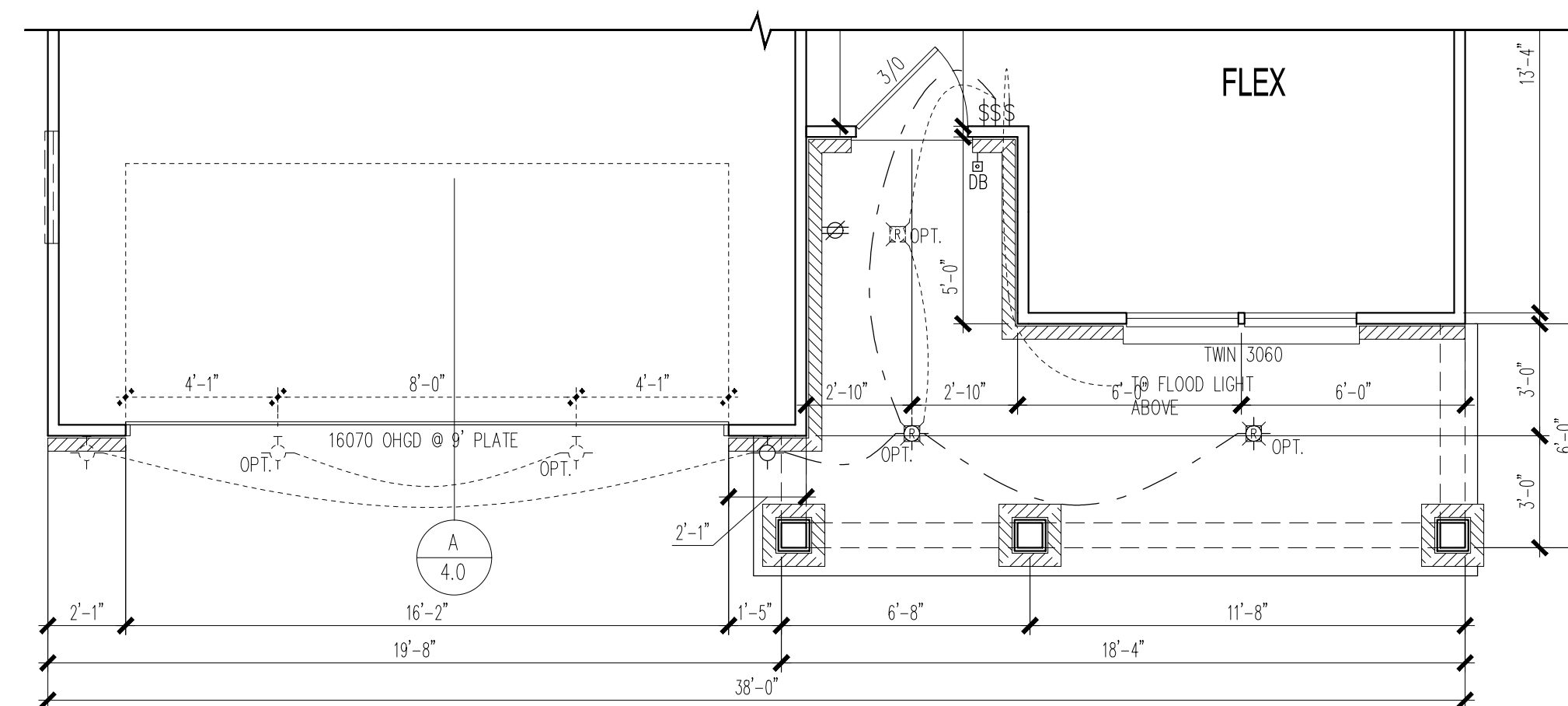
FRONT ELEVATION '59'

SCALE : 1/4"=1'-0"



PARTIAL SECOND FLOOR PLAN

SCALE : 1/4"=1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE : 1/4"=1'-0"



The STONEBROOK
ELEVATION & ROOF PLAN 59
FRONT ENTRY GARAGE

PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION
△	
△	
△	
△	
△	
△	
△	

PROJECT TYPE
Single Family

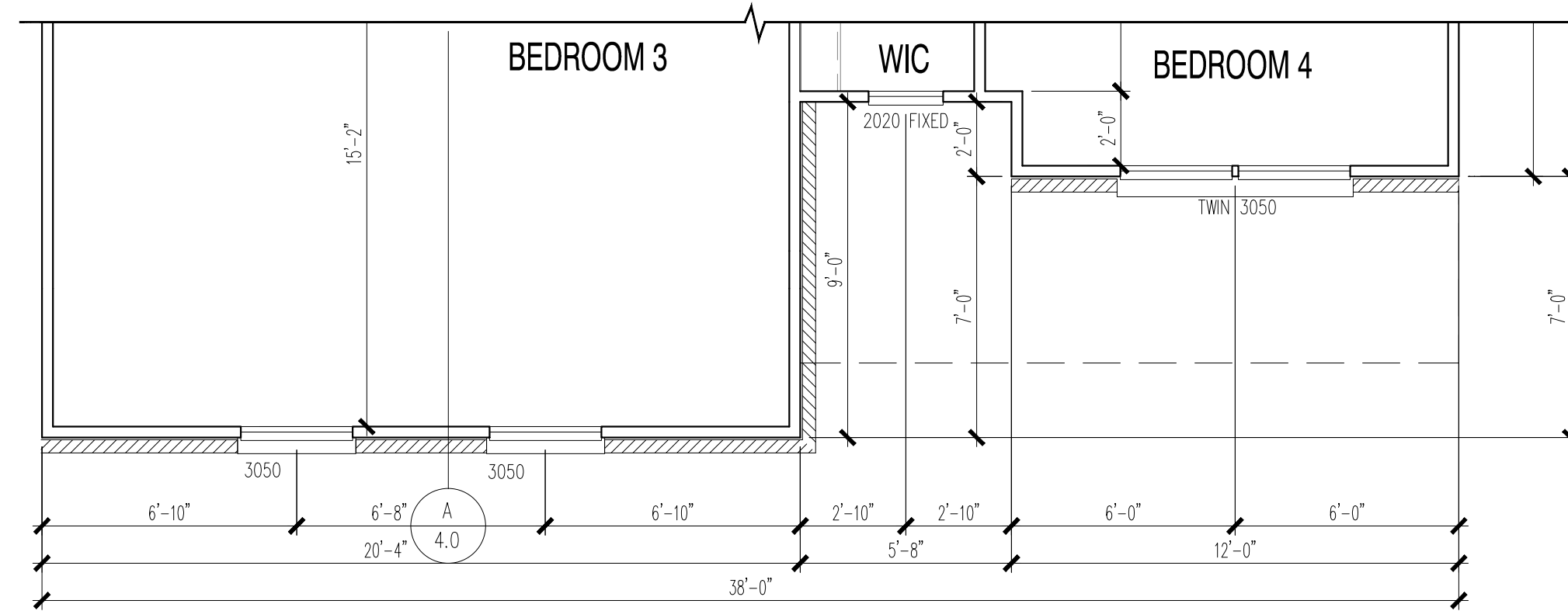
PLAN NAME
Stonebrook

SHEET
3.59.ALT



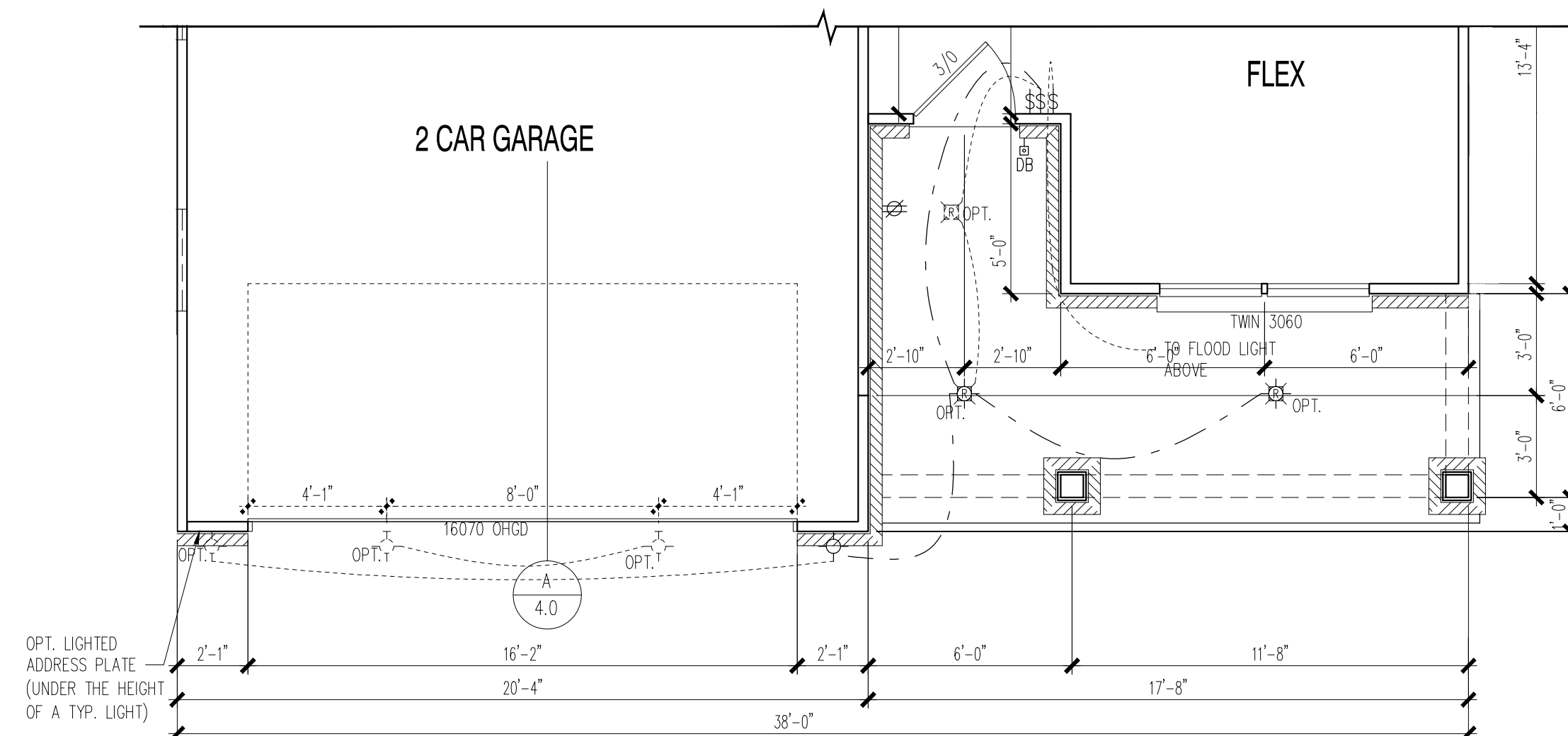
FRONT ELEVATION '59'

SCALE : 1/4"=1'-0"



PARTIAL SECOND FLOOR PLAN

SCALE : 1/4"=1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE : 1/4"=1'-0"

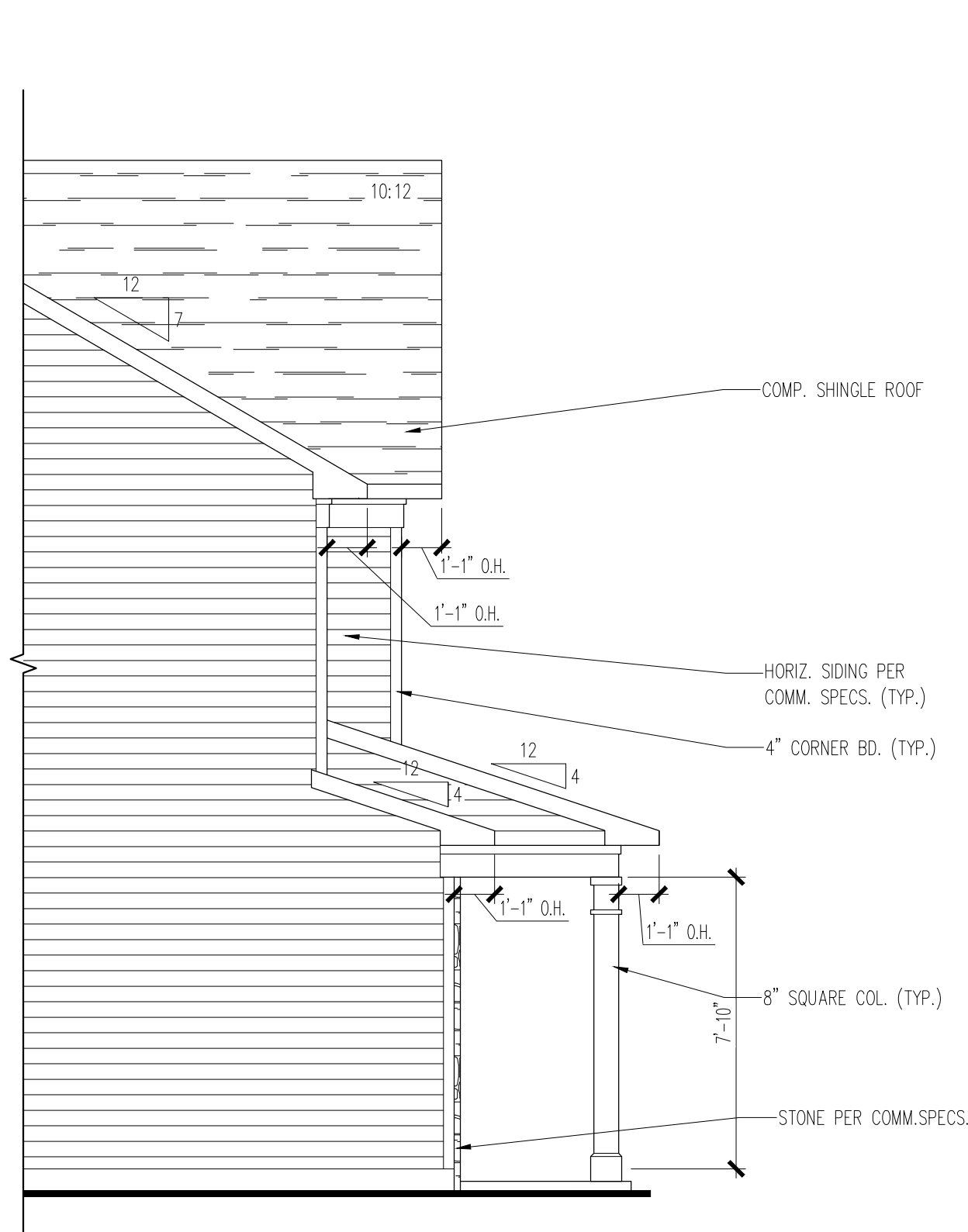
The STONEBROOK
 ELEVATION 59 - FRONT ENTRY GARAGE
 WITH OPT. 4FT GARAGE EXT. & FULL BRICK SIDES

PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION
△	
△	
△	
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△	
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PROJECT TYPE
 Single Family

PLAN NAME
 Stonebrook

SHEET
 3.59.2.ALT



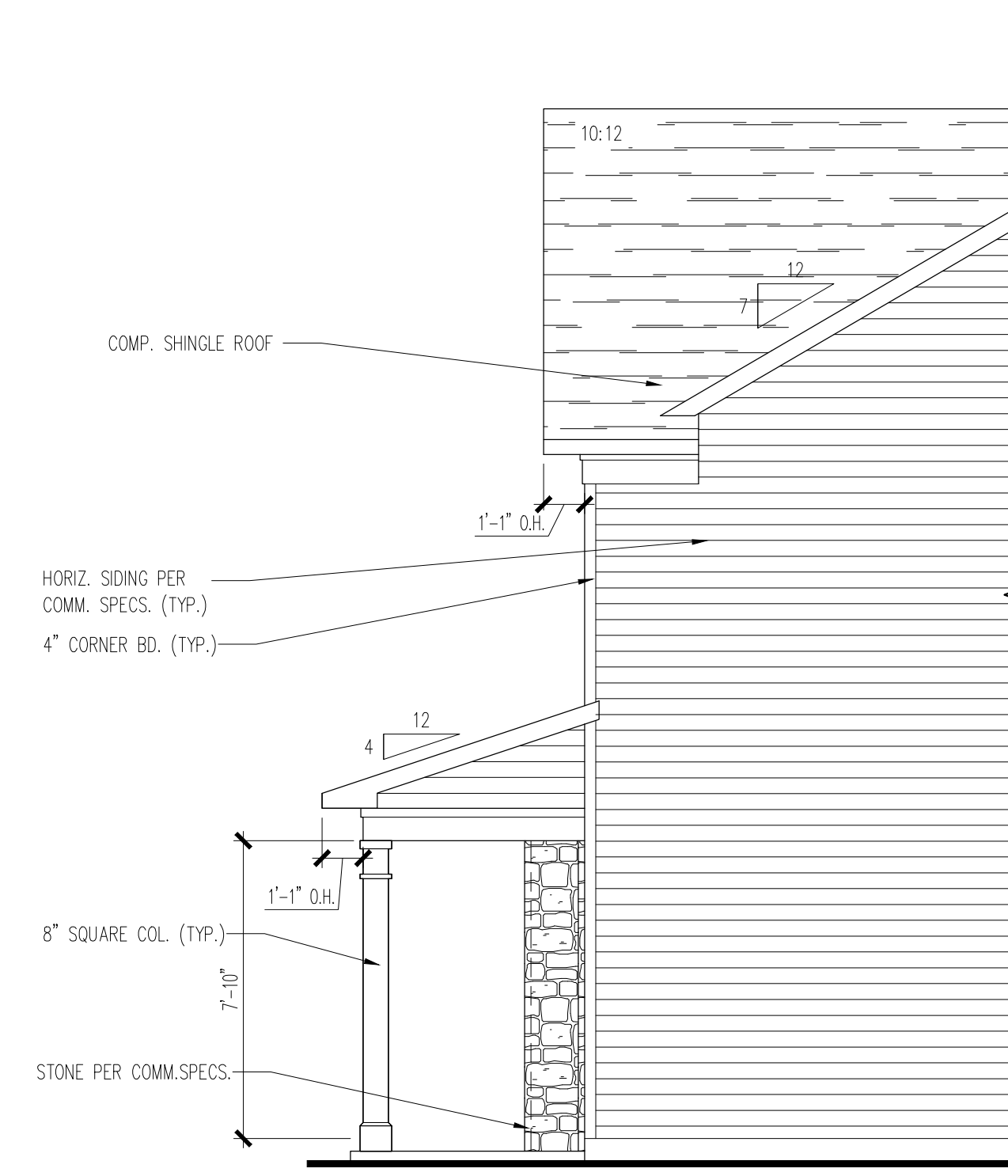
PARTIAL LEFT SIDE ELEVATION

SCALE : SCALE : 1/4" = 1'-0"



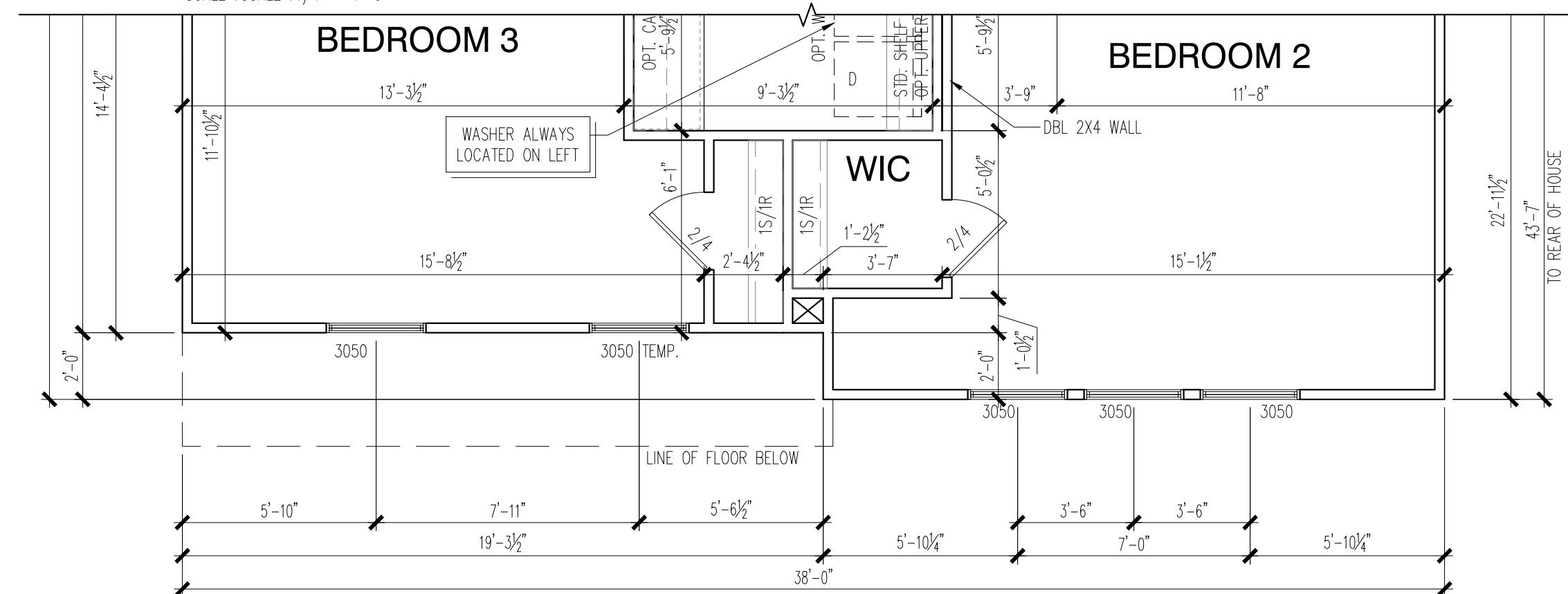
FRONT ELEVATION "5"

SCALE : SCALE : 1/4" = 1'-0"



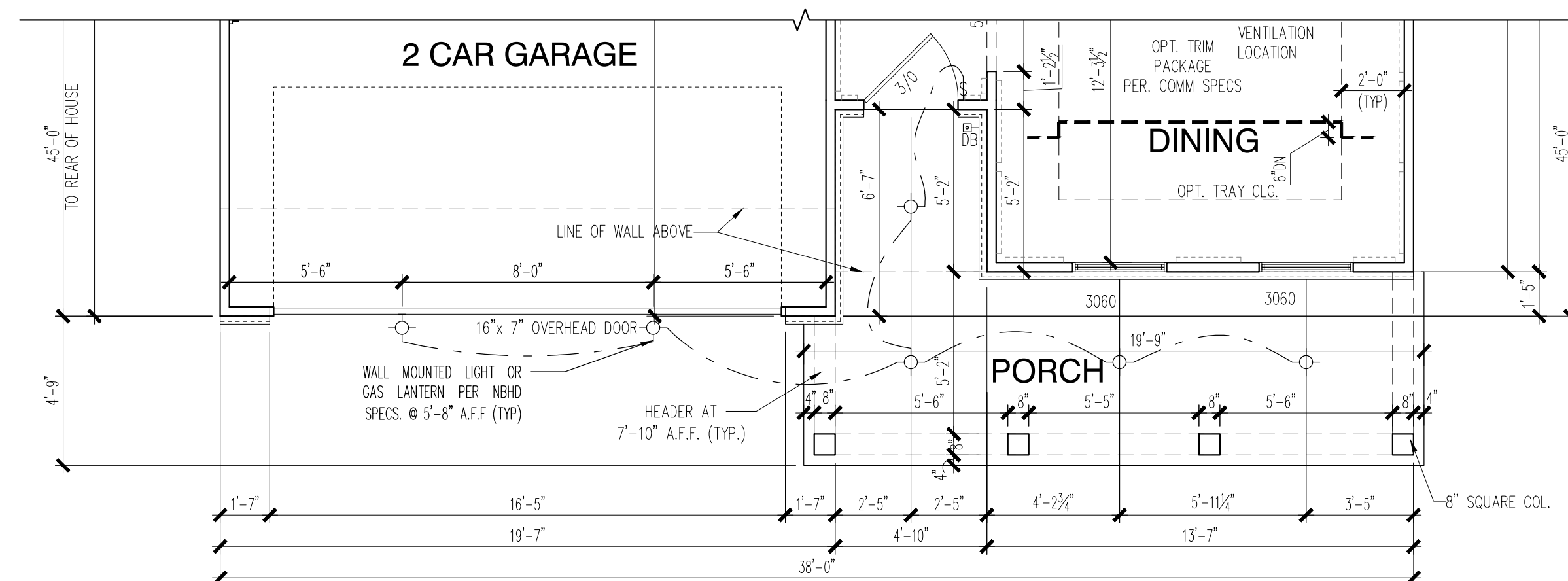
PARTIAL RIGHT SIDE ELEVATION

SCALE : SCALE : 1/4" = 1'-0"



PARTIAL SECOND FLOOR PLAN

SCALE : SCALE : 1/4" = 1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE : SCALE : 1/4" = 1'-0"



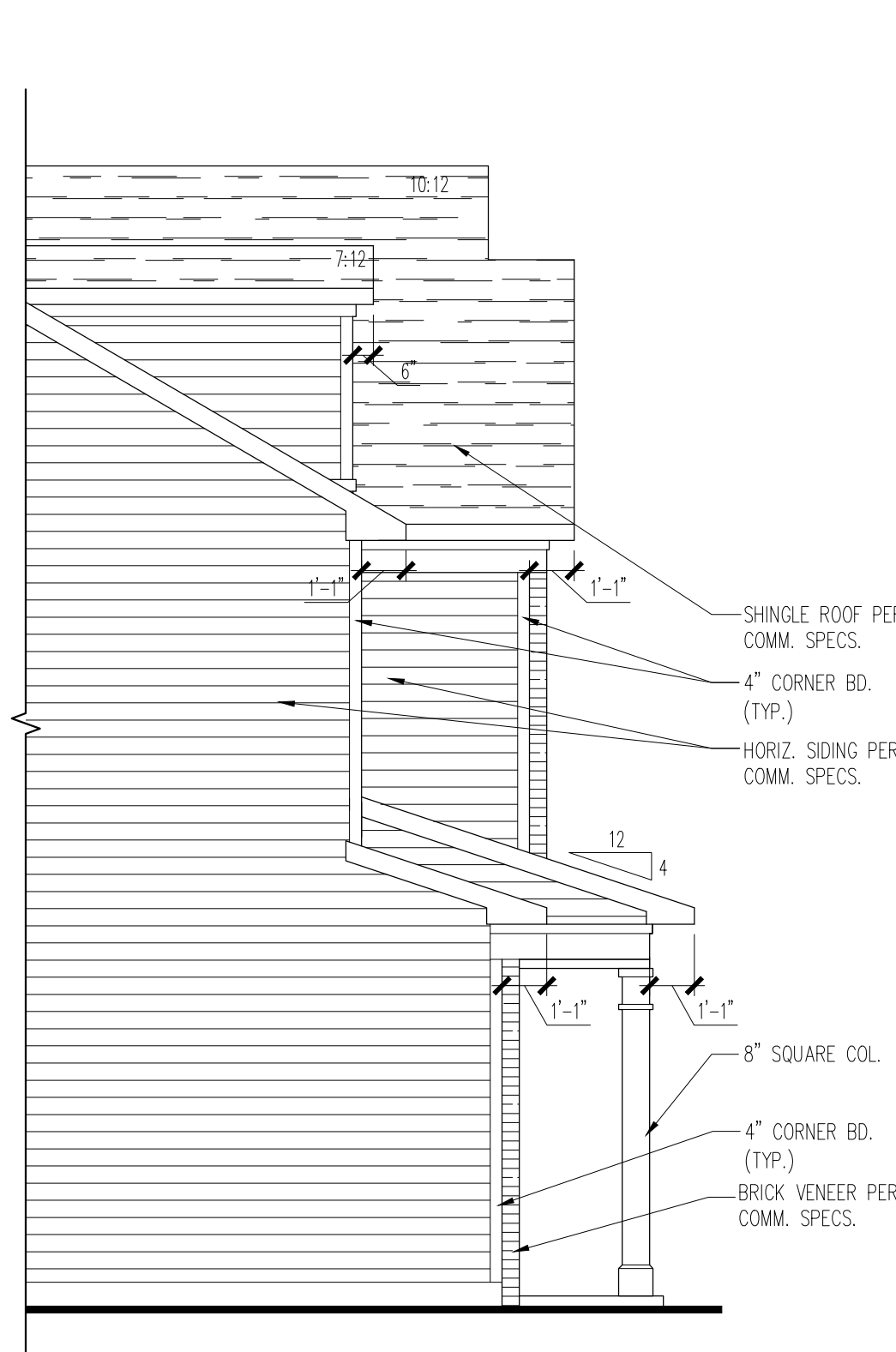
The MURPHY
FRONT ELEVATION 5

PRODUCT MANAGER	
INITIAL RELEASE	
DATE:	
REV#	DATE/DESCRIPTION
△	
△	
△	
△	
△	
△	
△	

PROJECT TYPE
Single Family

PLAN NAME
MURPHY

SHEET
3.5.0



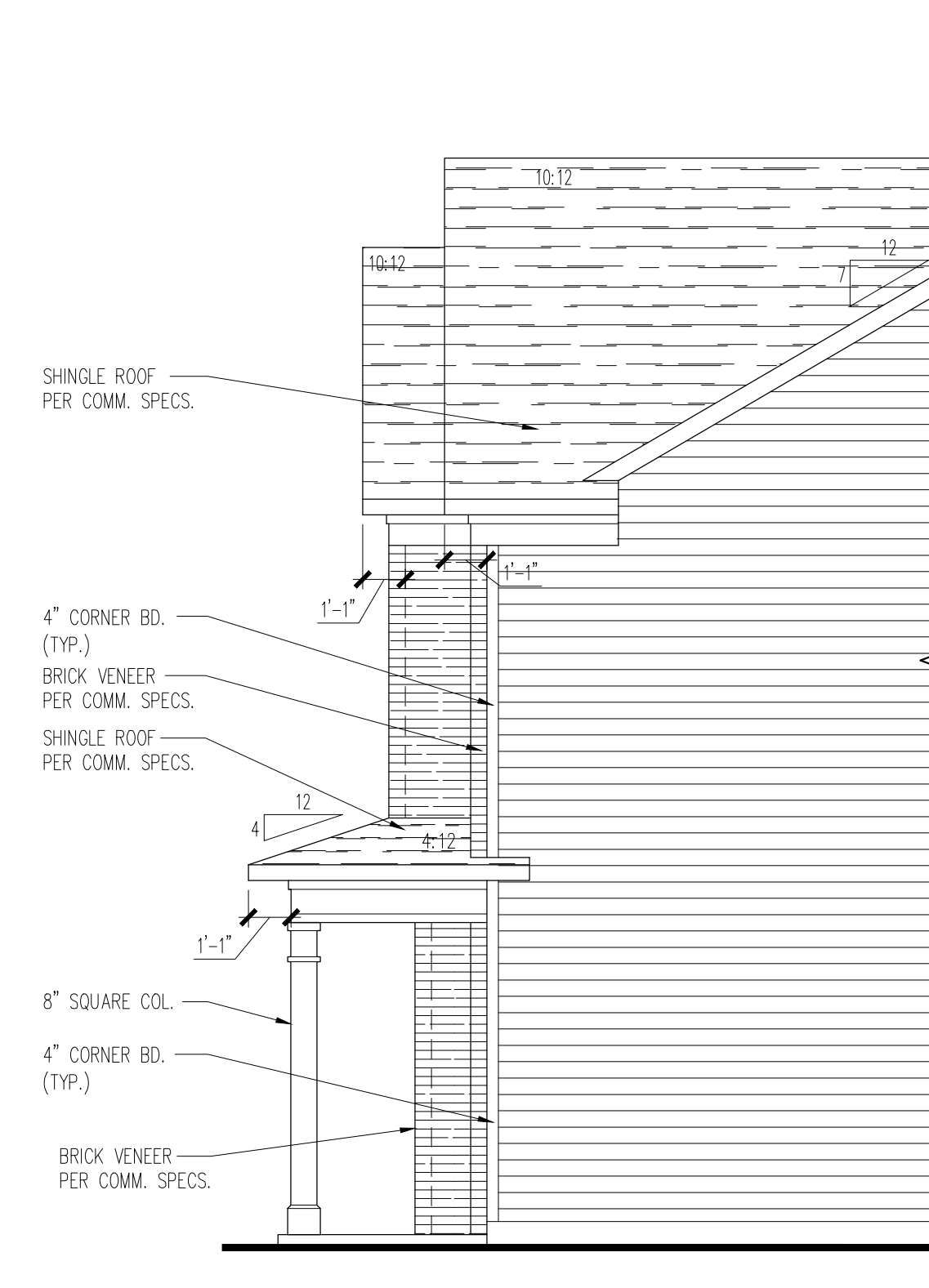
PARTIAL LEFT SIDE ELEVATION

SCALE : SCALE : 1/4" = 1'-0"



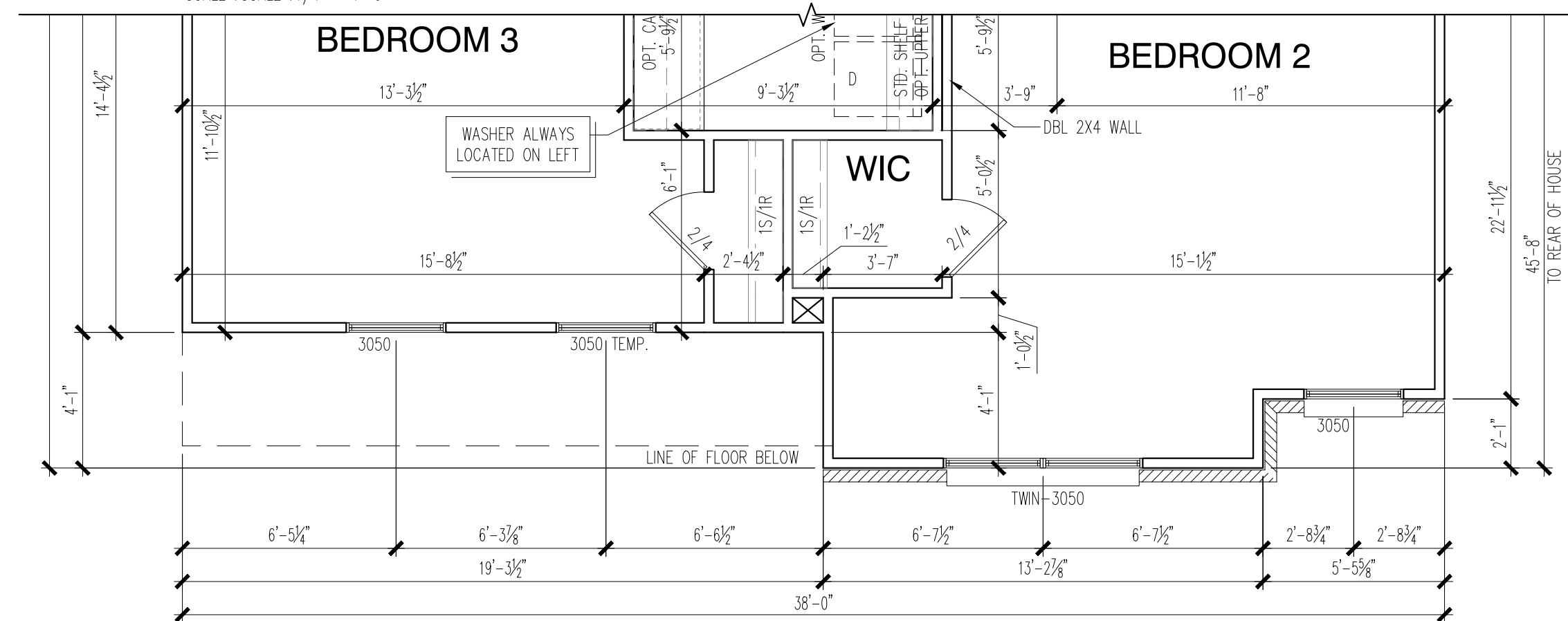
FRONT ELEVATION "6"

SCALE : SCALE : 1/4" = 1'-0"



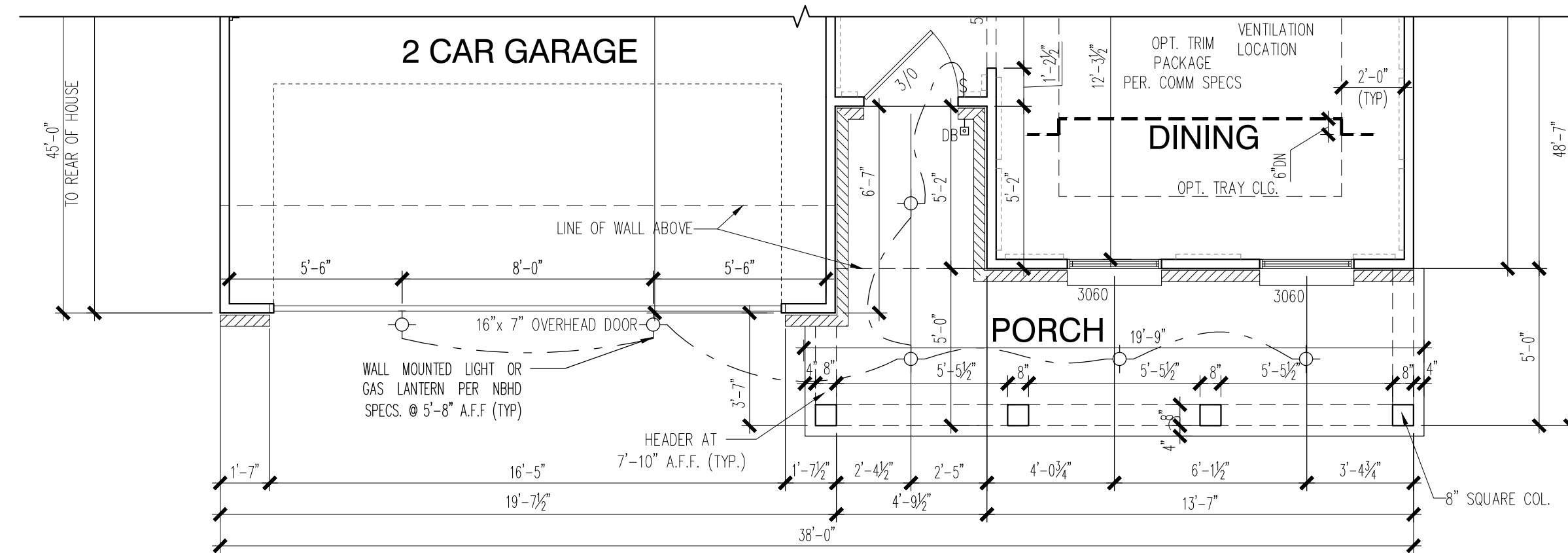
PARTIAL RIGHT SIDE ELEVATION

SCALE : SCALE : 1/4" = 1'-0"



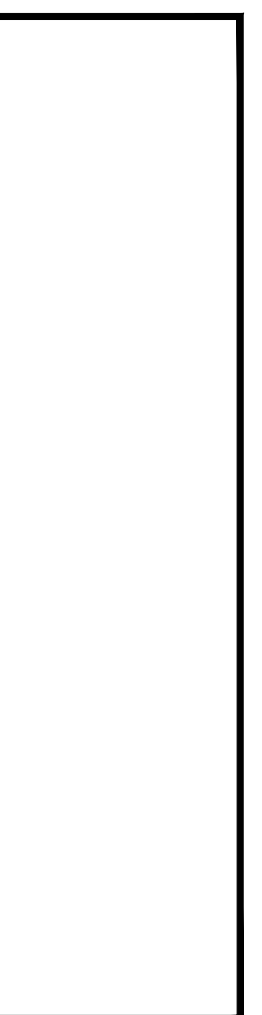
PARTIAL SECOND FLOOR PLAN

SCALE : SCALE : 1/4" = 1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE : SCALE : 1/4" = 1'-0"



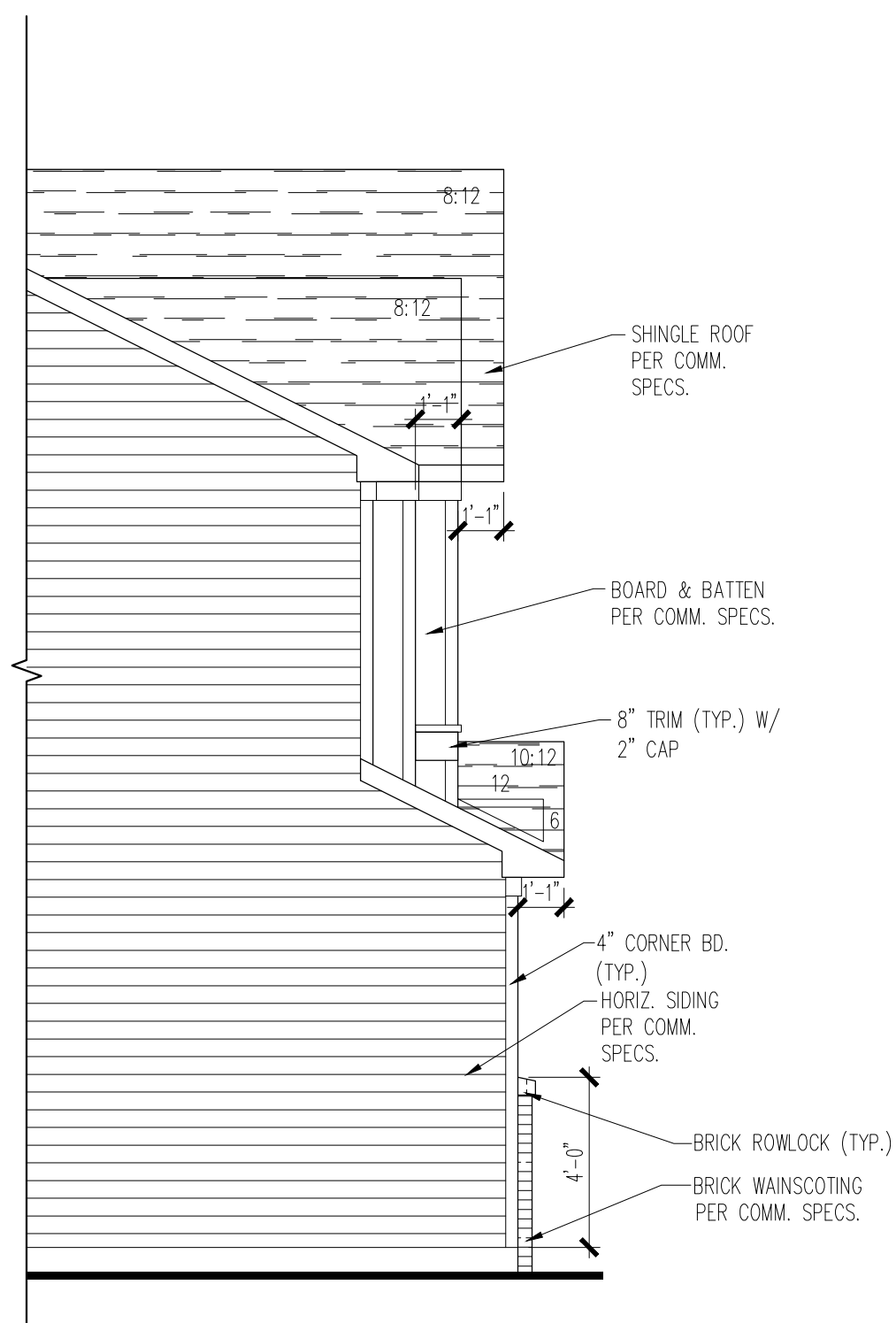
The MURPHY
FRONT ELEVATION 6

PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION
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PROJECT TYPE
Single Family

PLAN NAME
MURPHY

SHEET
3.6.0



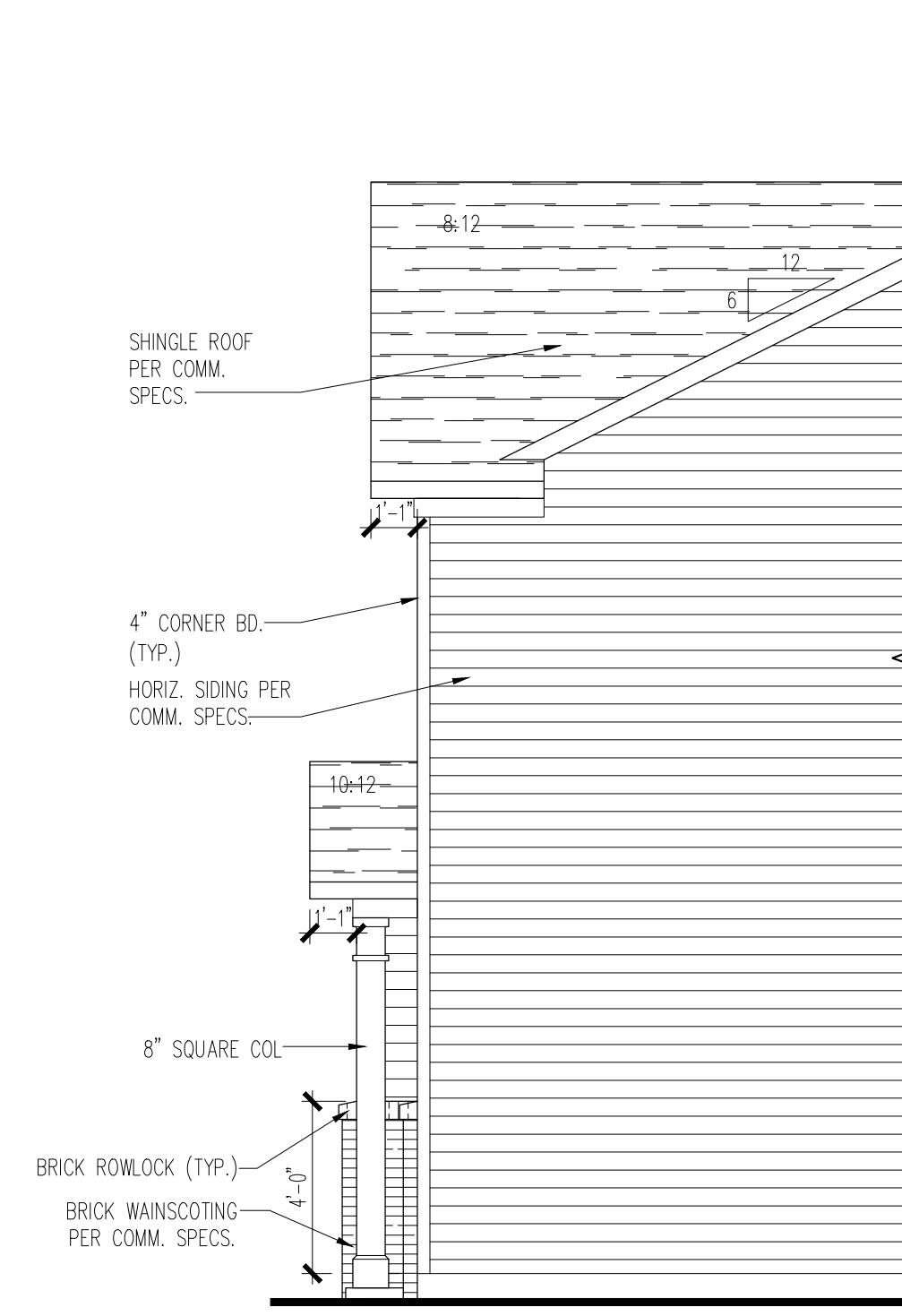
PARTIAL LEFT SIDE ELEVATION

SCALE : SCALE : 1/4" = 1'-0"



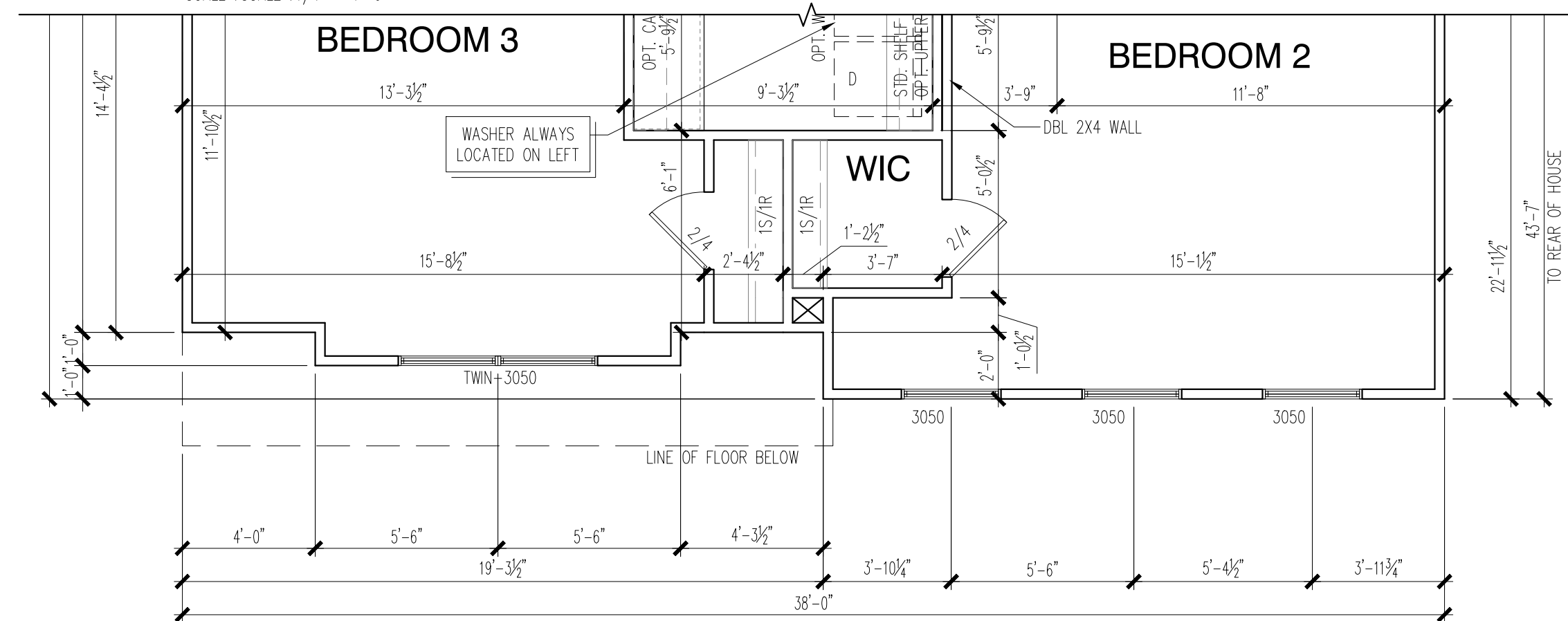
FRONT ELEVATION "8"

SCALE : SCALE : 1/4" = 1'-0"



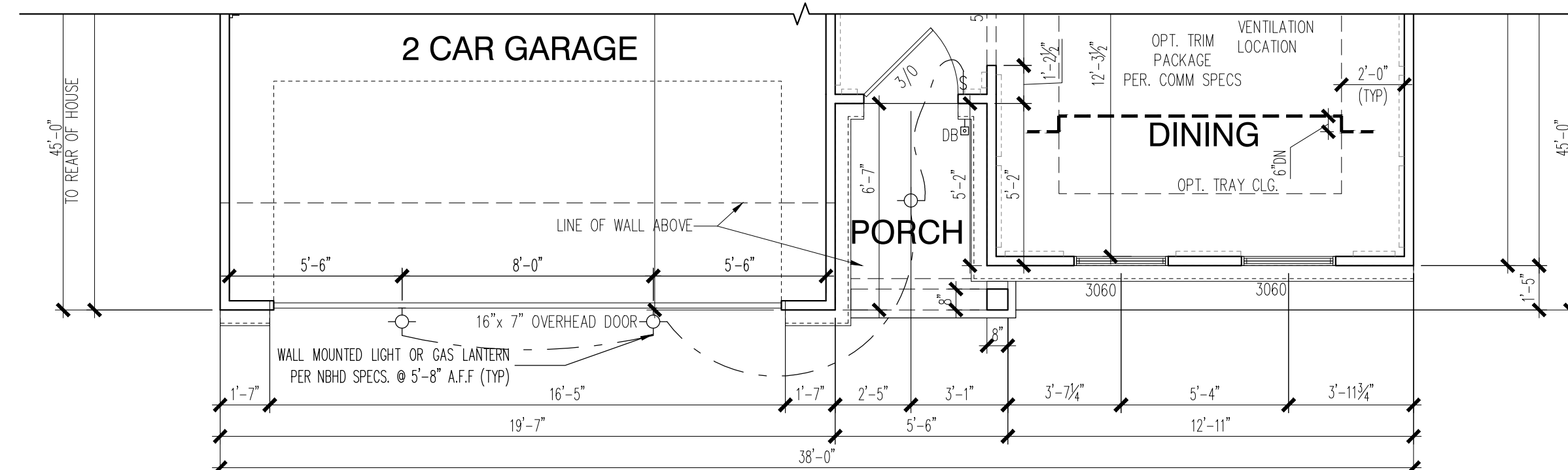
PARTIAL RIGHT SIDE ELEVATION

SCALE : SCALE : 1/4" = 1'-0"



PARTIAL SECOND FLOOR PLAN

SCALE : SCALE : 1/4" = 1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE : SCALE : 1/4" = 1'-0"

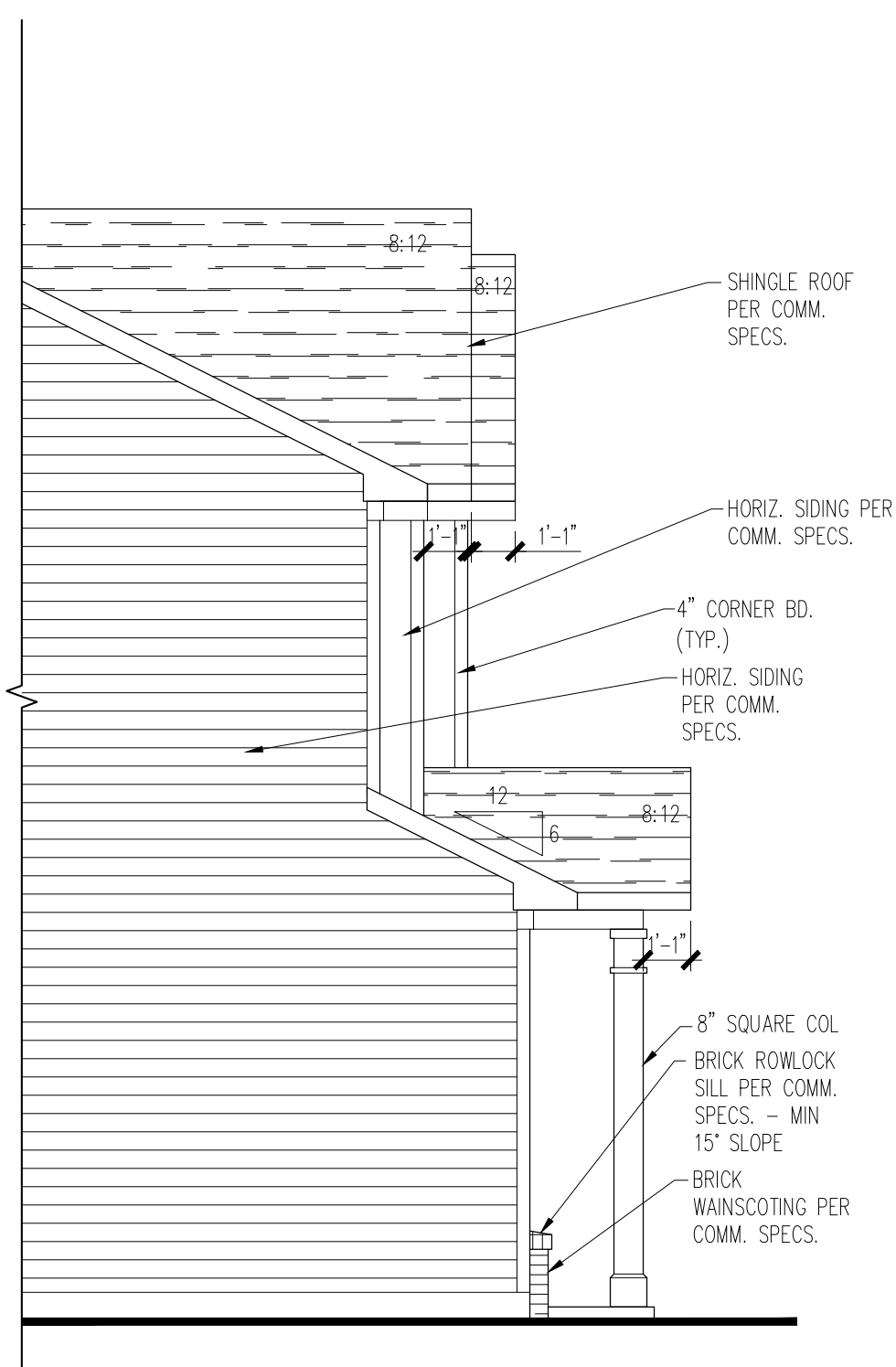
The MURPHY
FRONT ELEVATION 8

PRODUCT MANAGER	
INITIAL RELEASE	DATE:
REV#	DATE/DESCRIPTION
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PROJECT TYPE
Single Family

PLAN NAME
MURPHY

SHEET
3.8.0



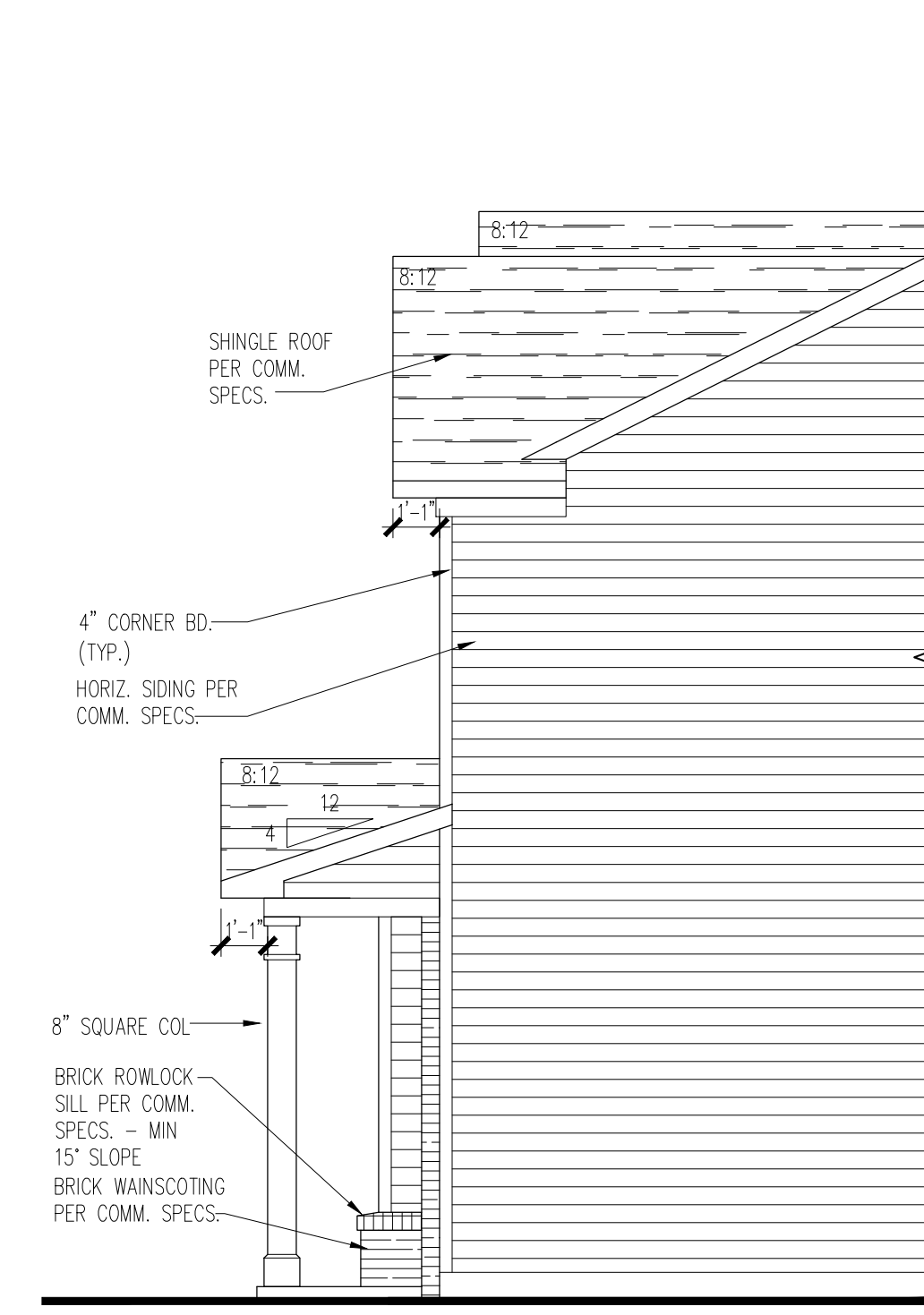
PARTIAL LEFT SIDE ELEVATION

SCALE : SCALE : 1/4" = 1'-0"



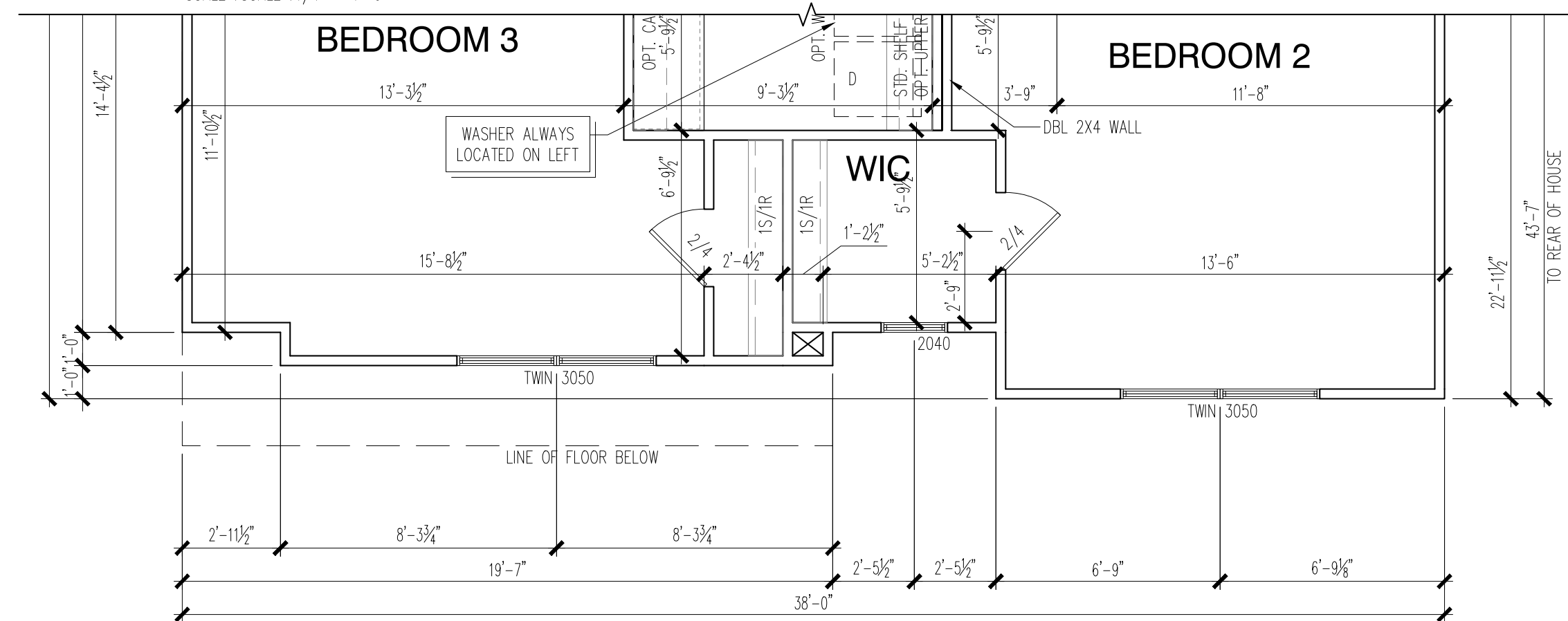
FRONT ELEVATION "9"

SCALE : SCALE : 1/4" = 1'-0"



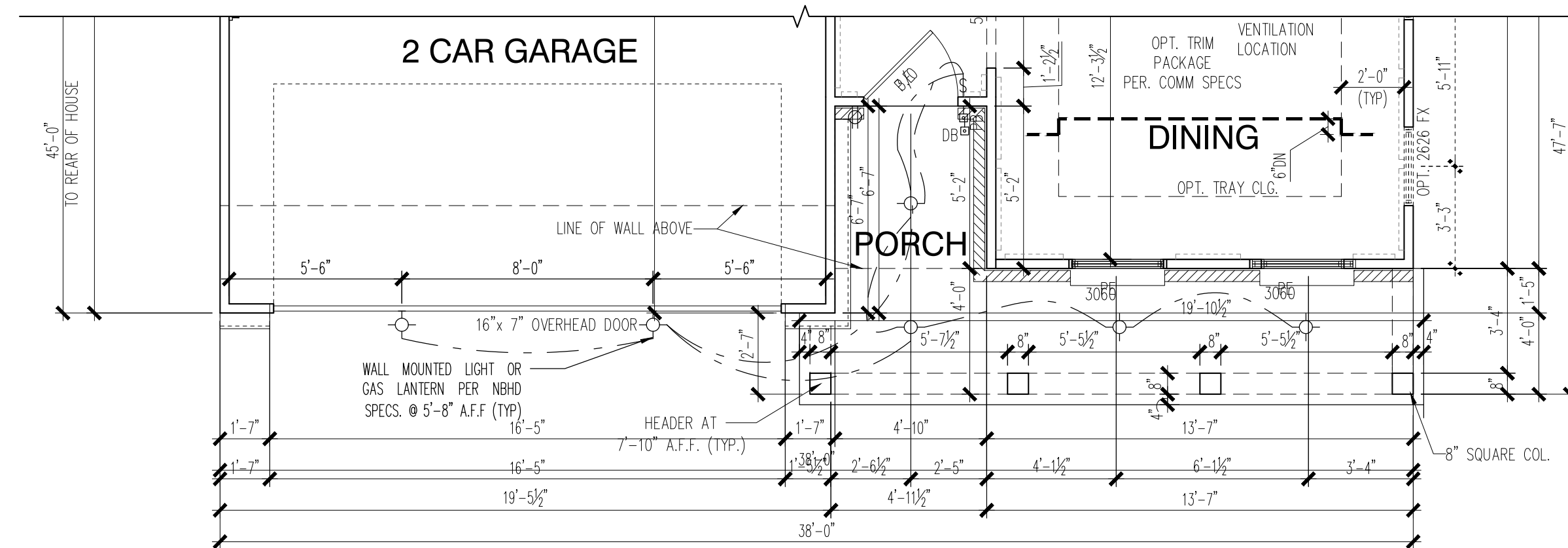
PARTIAL RIGHT SIDE ELEVATION

SCALE : SCALE : 1/4" = 1'-0"



PARTIAL SECOND FLOOR PLAN

SCALE : SCALE : 1/4" = 1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE : SCALE : 1/4" = 1'-0"

The MURPHY
FRONT ELEVATION 9

PRODUCT MANAGER	
INITIAL RELEASE	
DATE:	
REV#	DATE/DESCRIPTION
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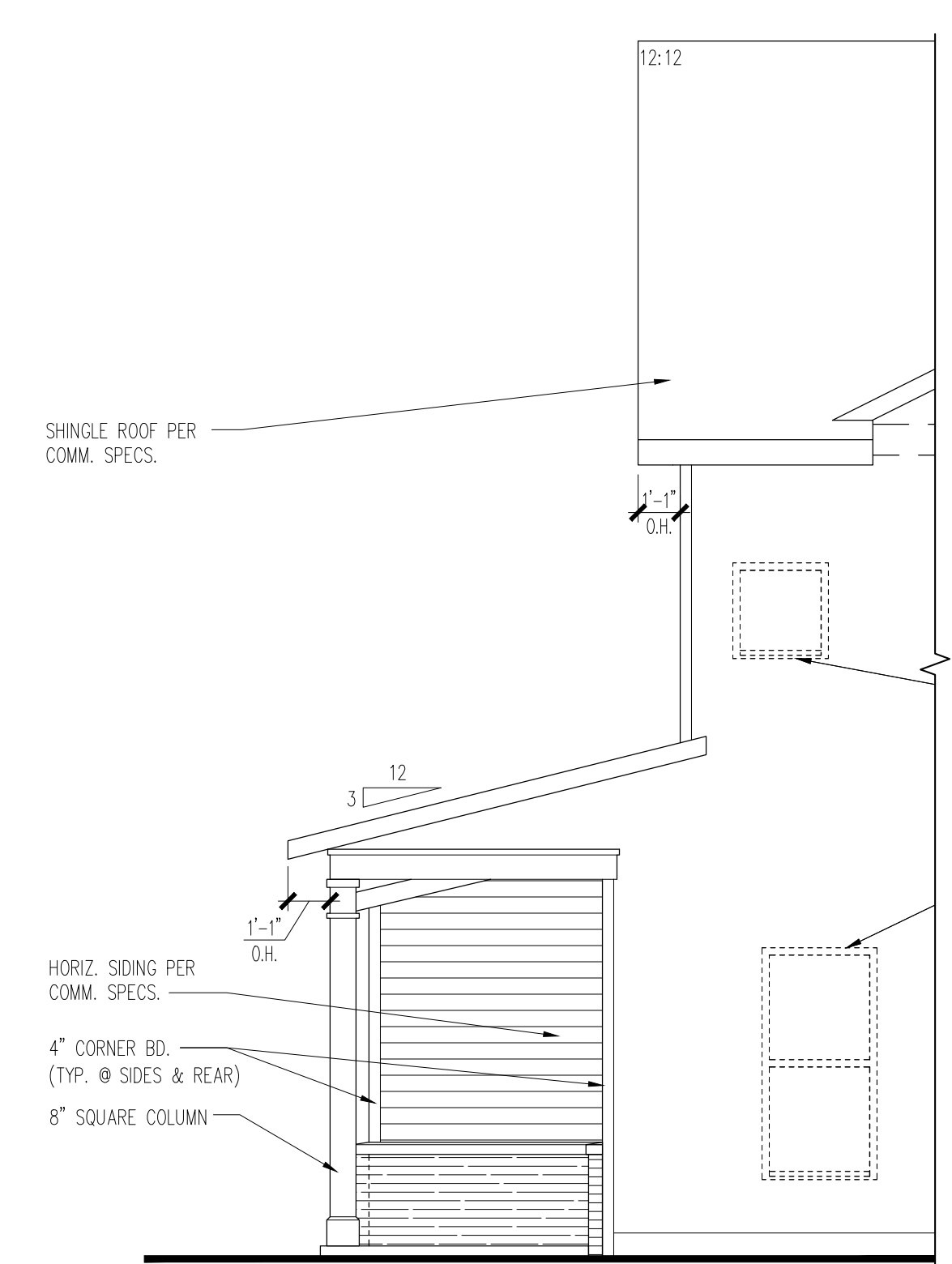
PROJECT TYPE
Single Family

PLAN NAME
MURPHY

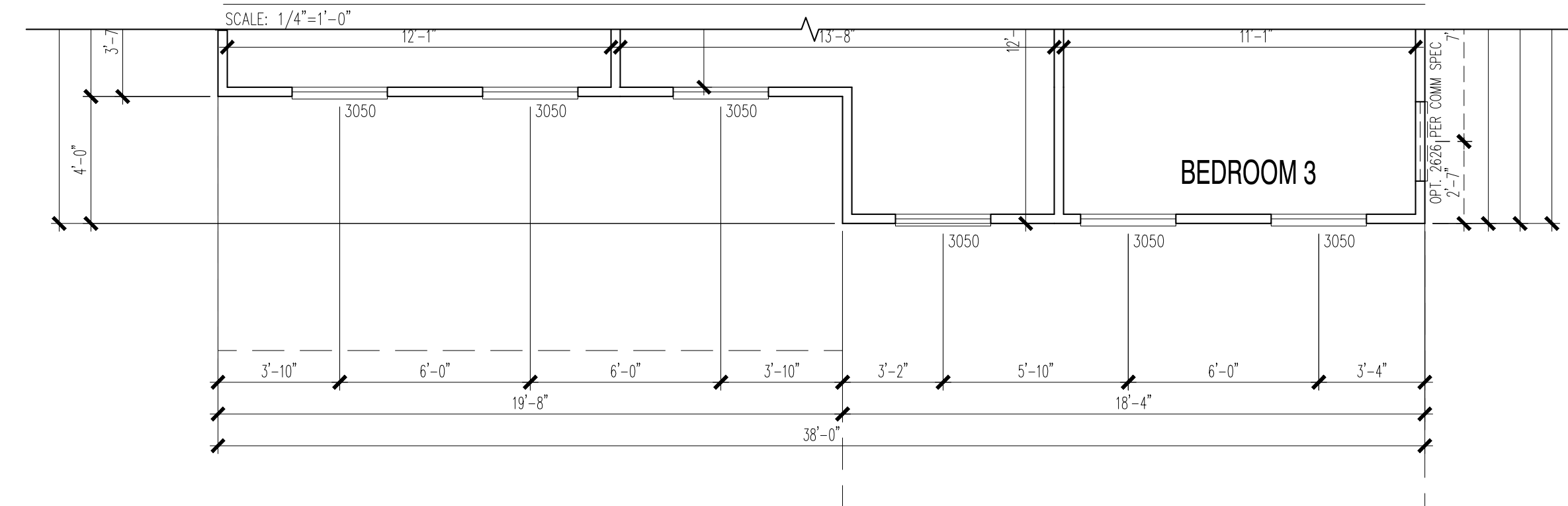
SHEET
3.9.0



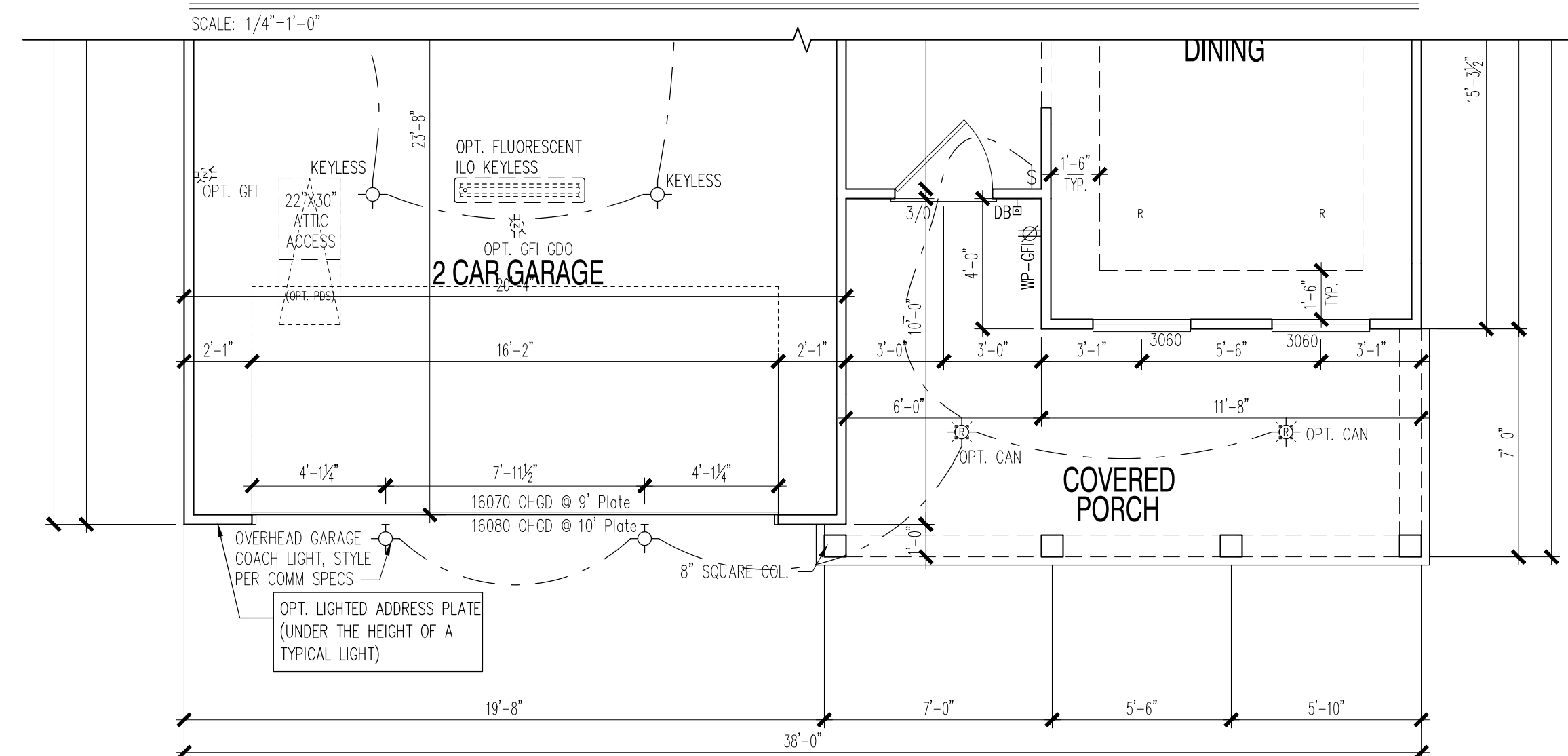
FRONT ELEVATION "17" W/ OPT. 4' GARAGE EXT.



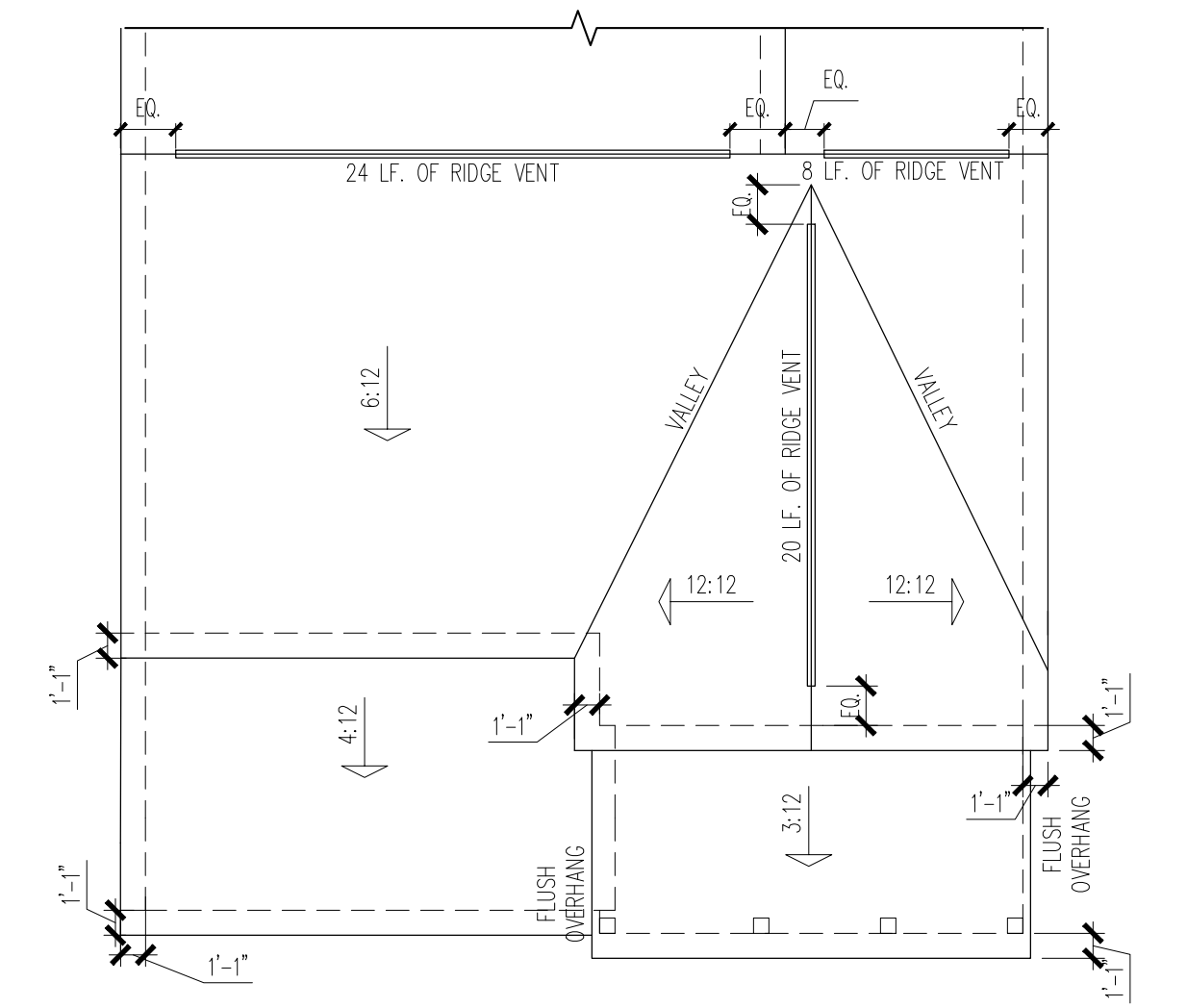
PARTIAL RIGHT SIDE ELEVATION W/ OPT. 4' GARAGE EXT.



PARTIAL SECOND FLOOR PLAN



PARTIAL FIRST FLOOR PLAN W/ OPT. 4' GARAGE EXT.



PART. ROOF PLAN ELEV. "17" W/ OPT. 4' GARAGE EXT.

PROVIDE 13" OVERHANGS WHERE OPTIONAL BRICK IS APPLIED



The CONTINENTAL
FRONT ELEVATION "17" W/ OPT. 4' EXTENSION
FRONT ENTRY GARAGE

PRODUCT MANAGER	
INITIAL RELEASE	DATE:
REV#	DATE/DESCRIPTION
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PROJECT TYPE
Single Family

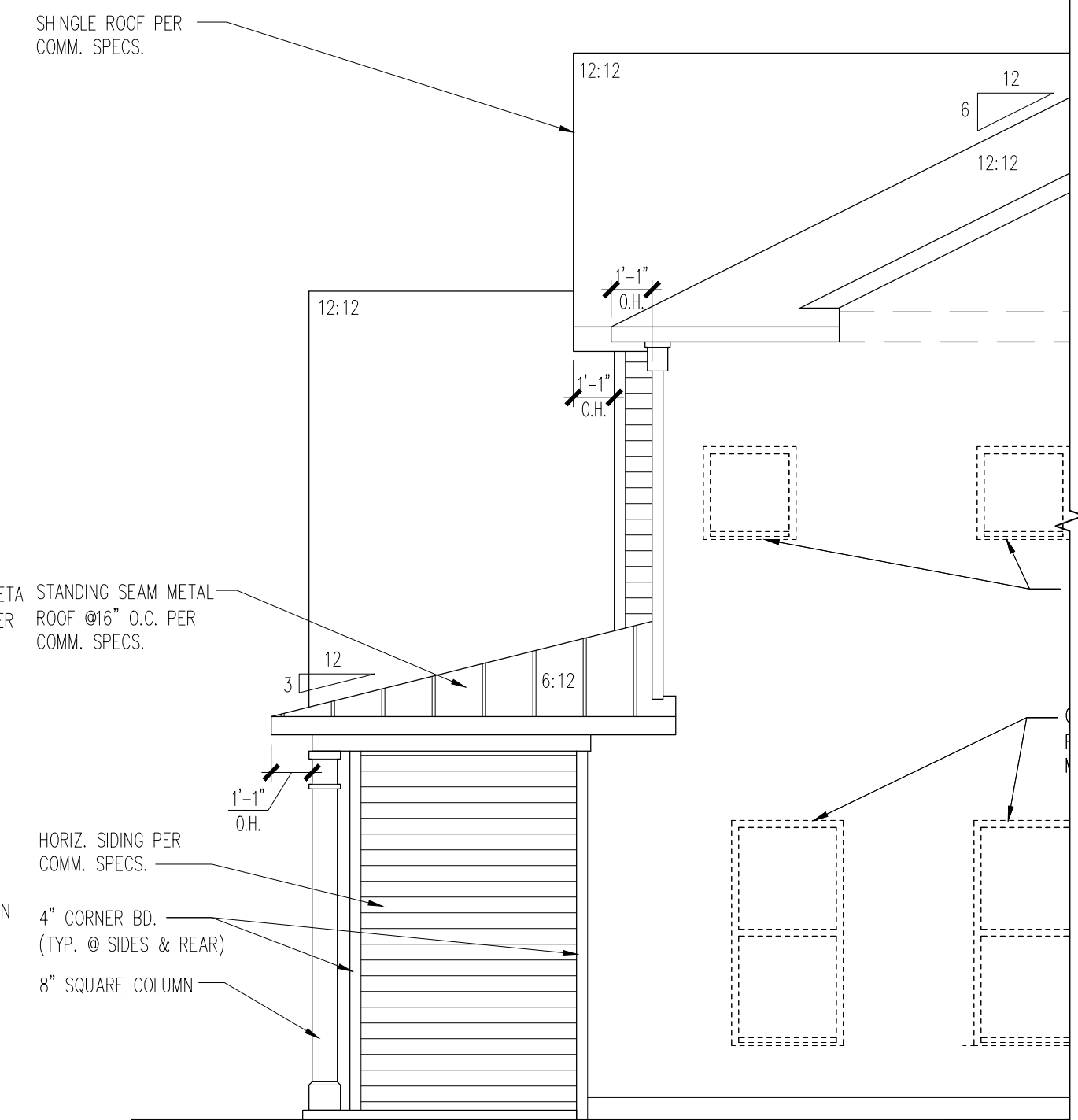
PLAN NAME
Continental

SHEET
3.17.1



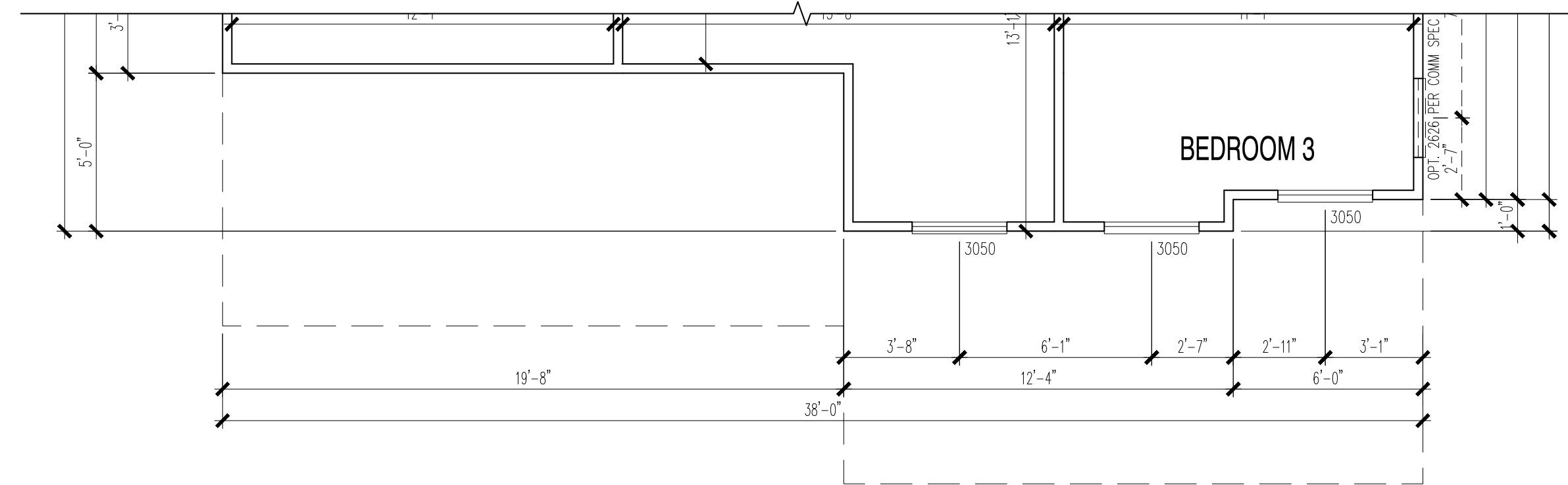
FRONT ELEVATION "19" W/ OPT. 4' GARAGE EXT.

SCALE: 1/4"=1'-0"



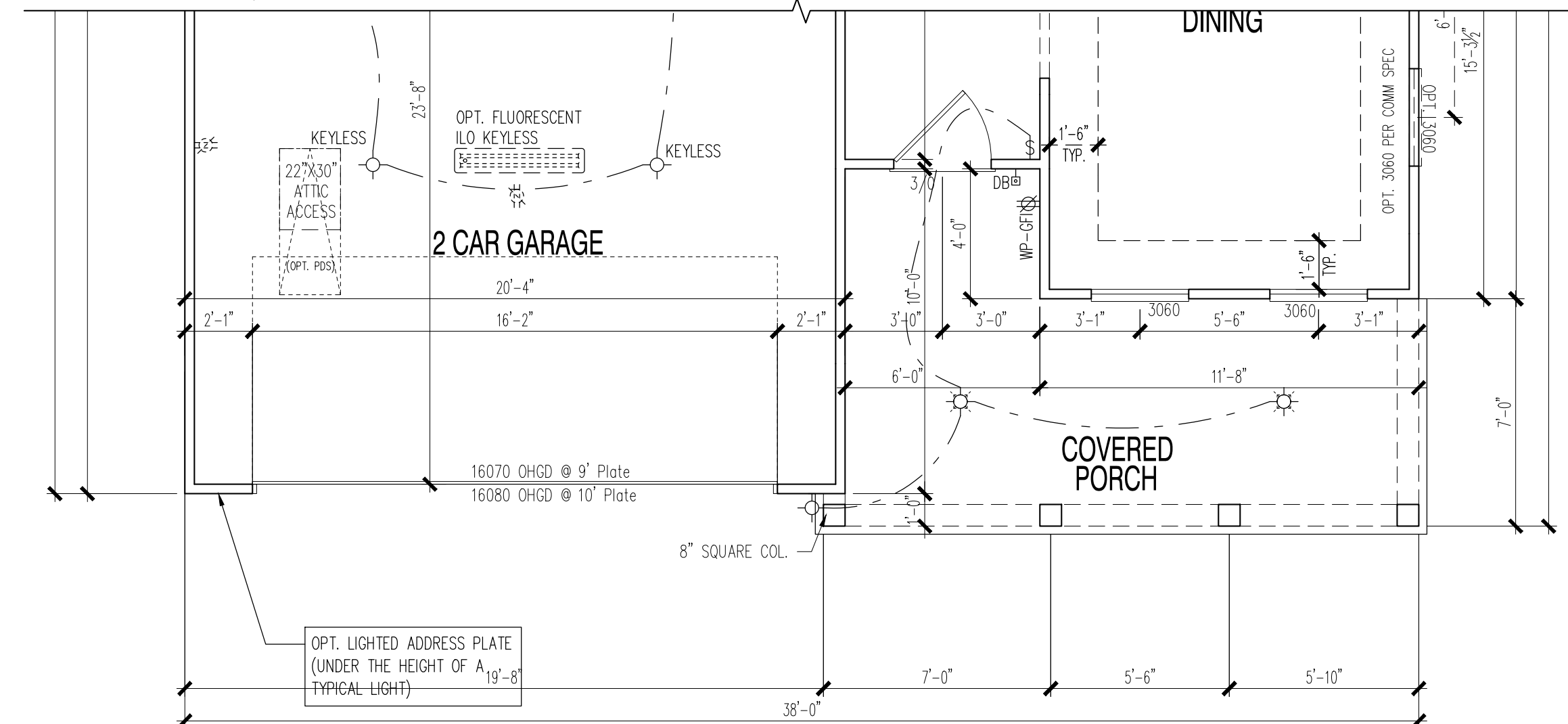
PARTIAL RIGHT SIDE ELEVATION W/ OPT. 4' GARAGE EXT.

SCALE: 1/4"=1'-0"



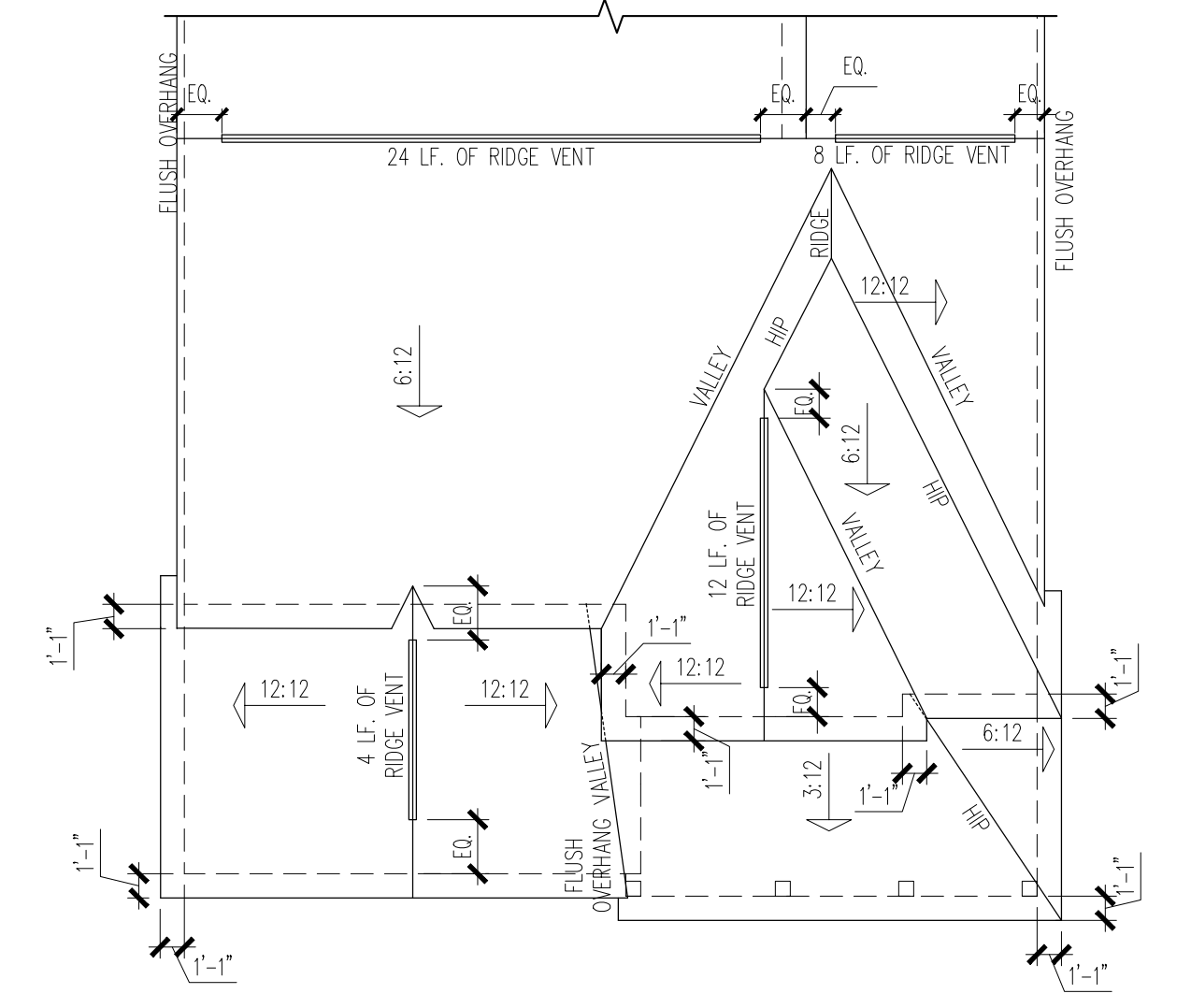
PARTIAL SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"



PARTIAL FIRST FLOOR PLAN W/ OPT. 4' GARAGE EXT.

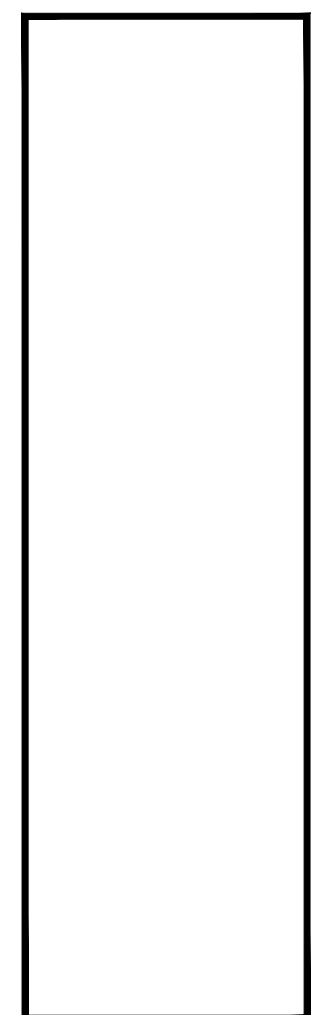
SCALE: 1/4"=1'-0"



PART. ROOF PLAN ELEV. "19" W/ OPT. 4' GARAGE EXT.

SCALE: 1/8"=1'-0"

PROVIDE 13" OVERHANGS WHERE OPTIONAL BRICK IS APPLIED



The CONTINENTAL
 FRONT ELEVATION "19" W/ OPT. 4' EXTENSION
 FRONT ENTRY GARAGE

PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION

PROJECT TYPE
Single Family

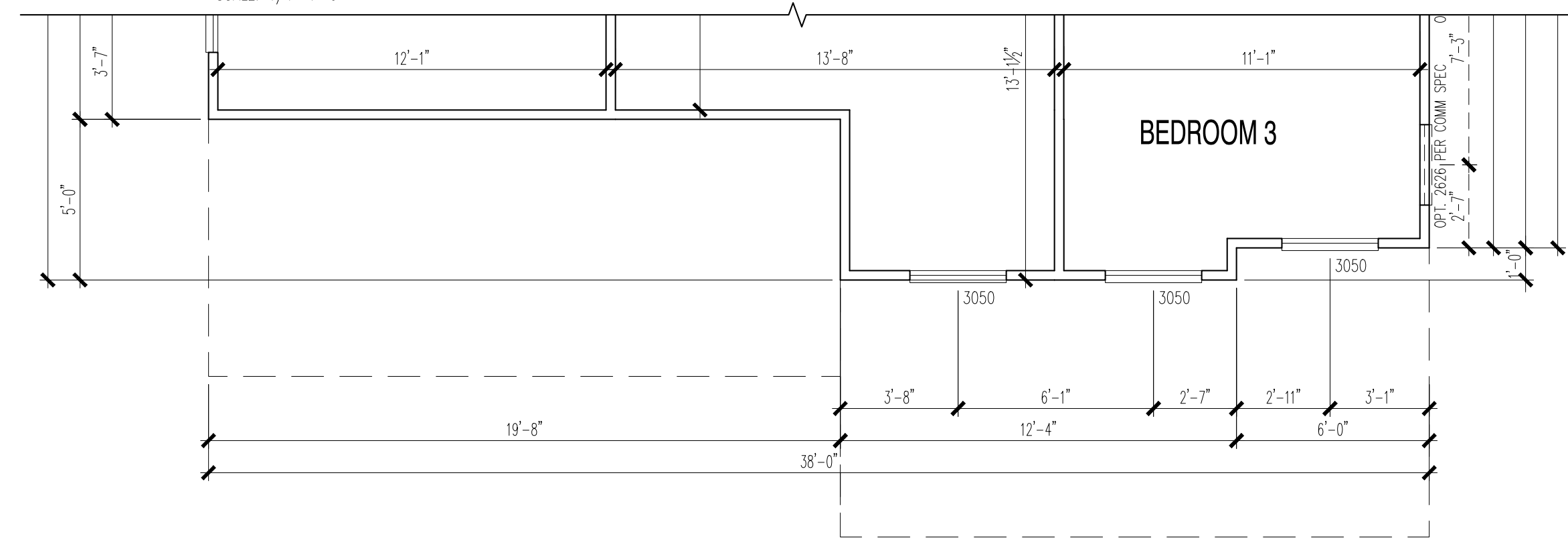
PLAN NAME
Continental

SHEET
3.19.1



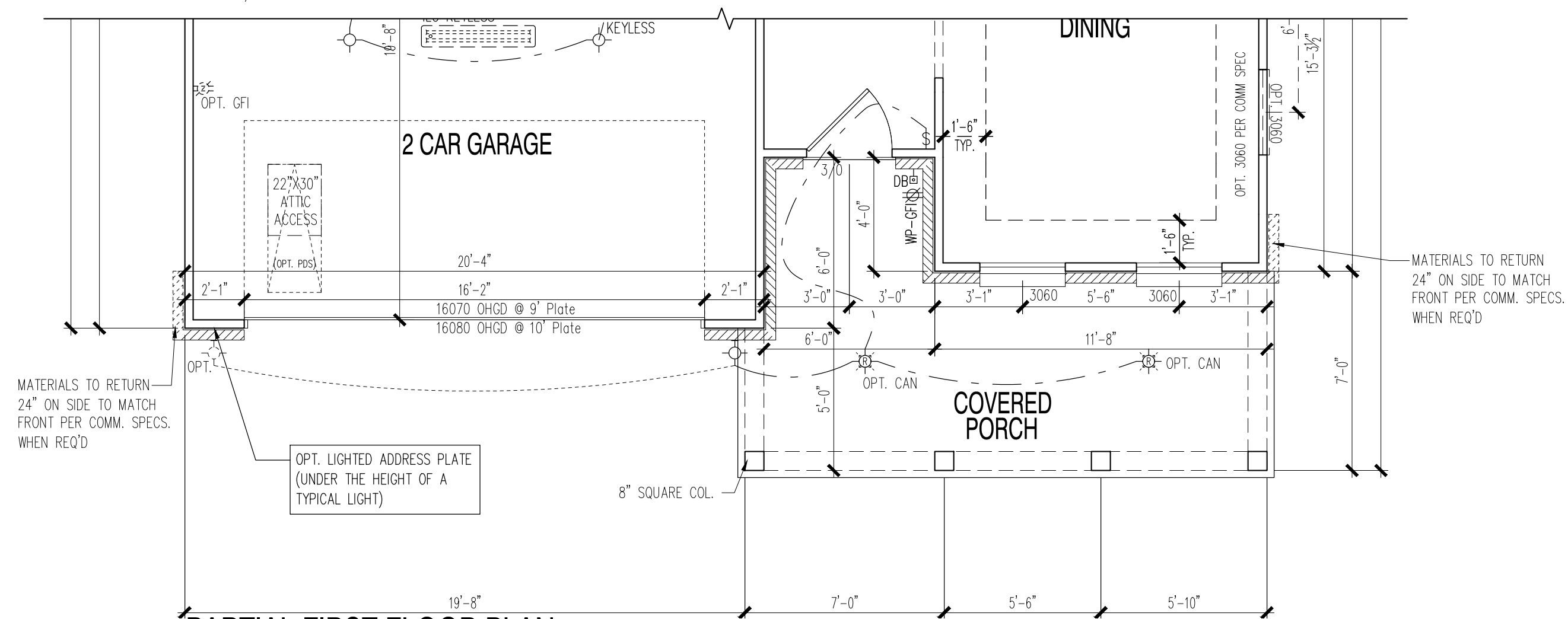
FRONT ELEVATION "36"

SCALE: 1/4"=1'-0"



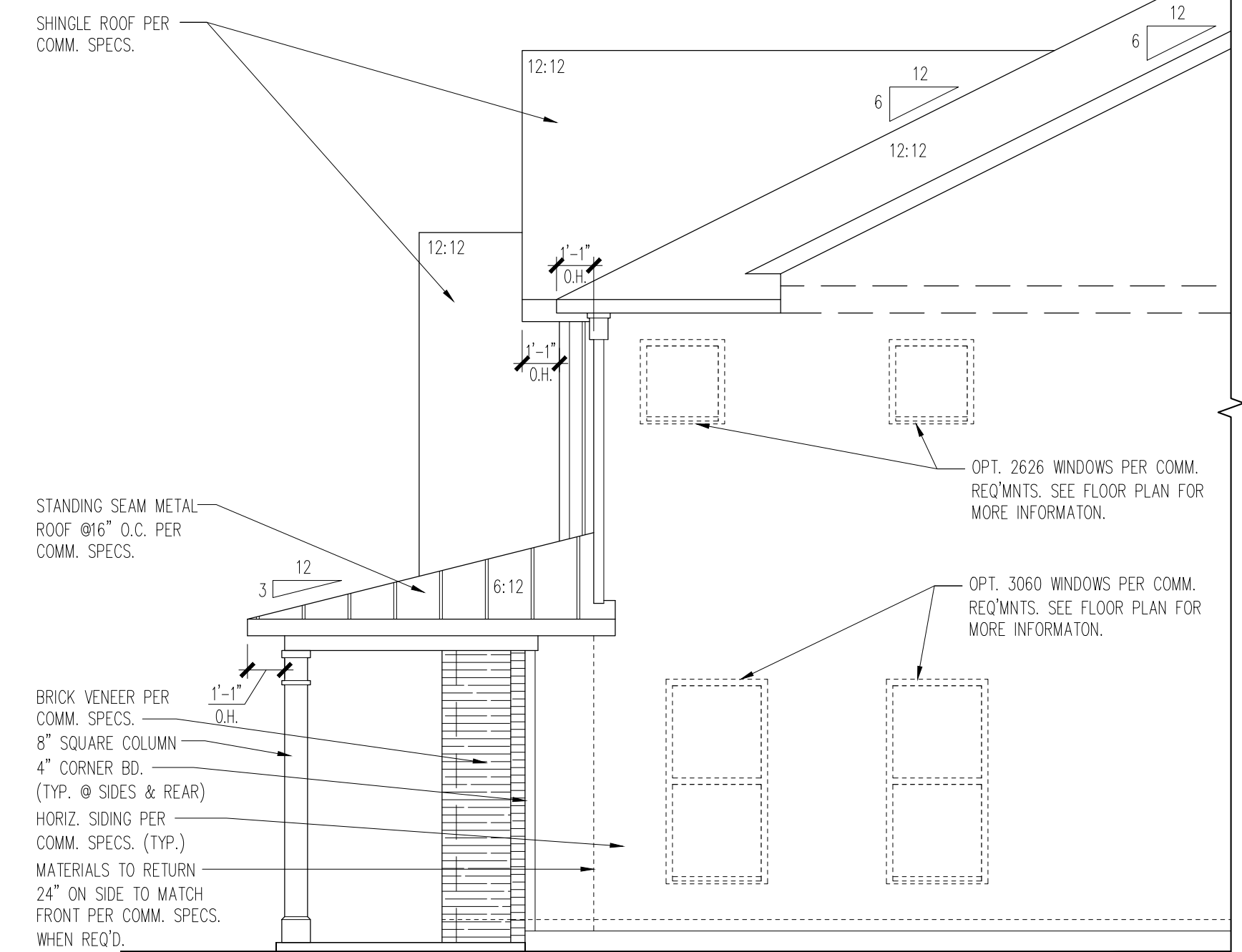
PARTIAL SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"



PARTIAL RIGHT SIDE ELEVATION

SCALE: 1/4"=1'-0"

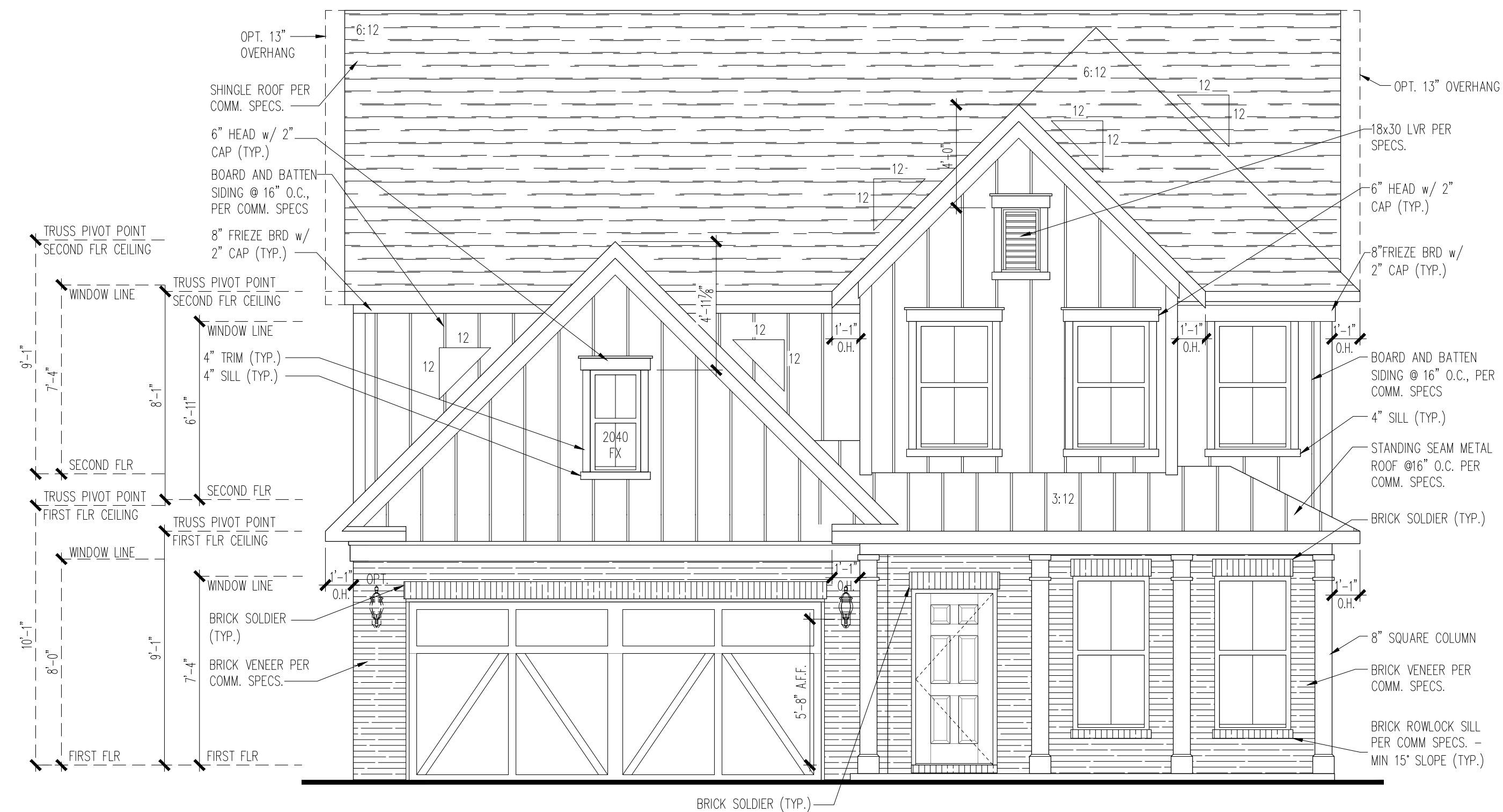
The CONTINENTAL
ELEVATION 36

PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION
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PROJECT TYPE
Single Family

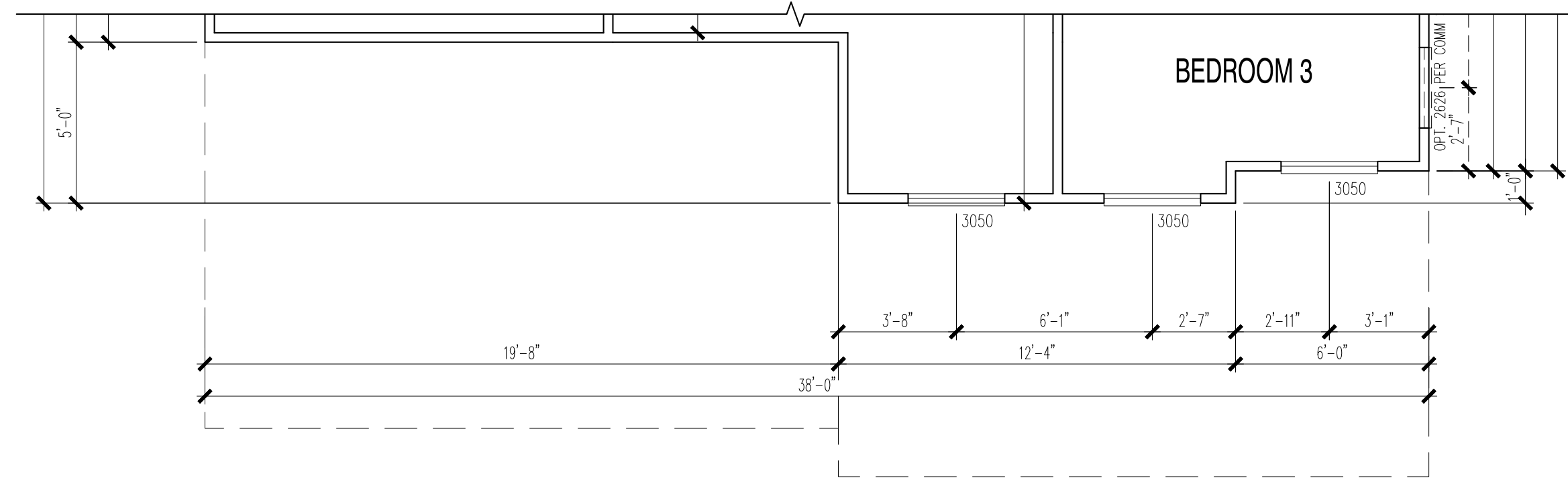
PLAN NAME
Continental

SHEET
3.36.0



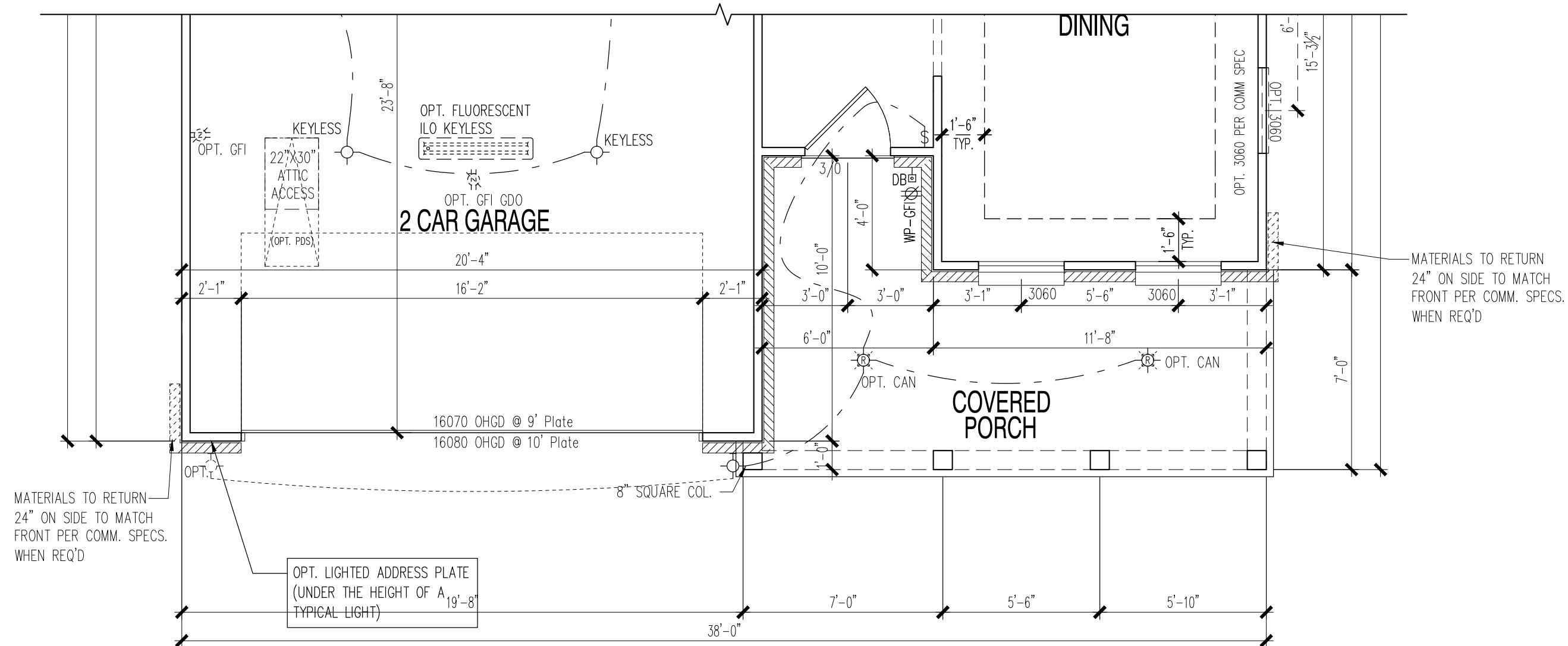
FRONT ELEVATION "36" W/ OPT. 4' GARAGE EXT.

SCALE: 1/4"=1'-0"



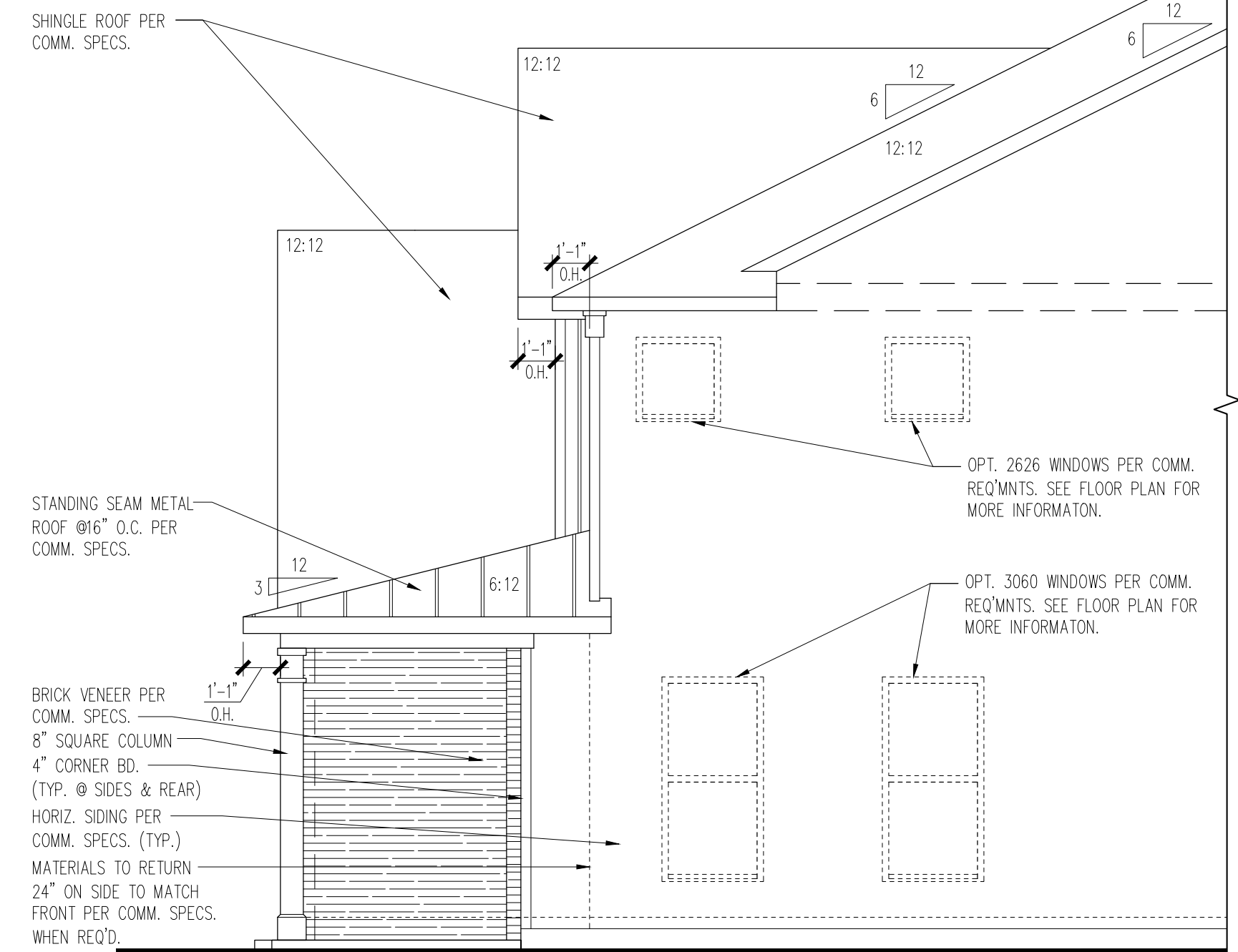
PARTIAL SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"



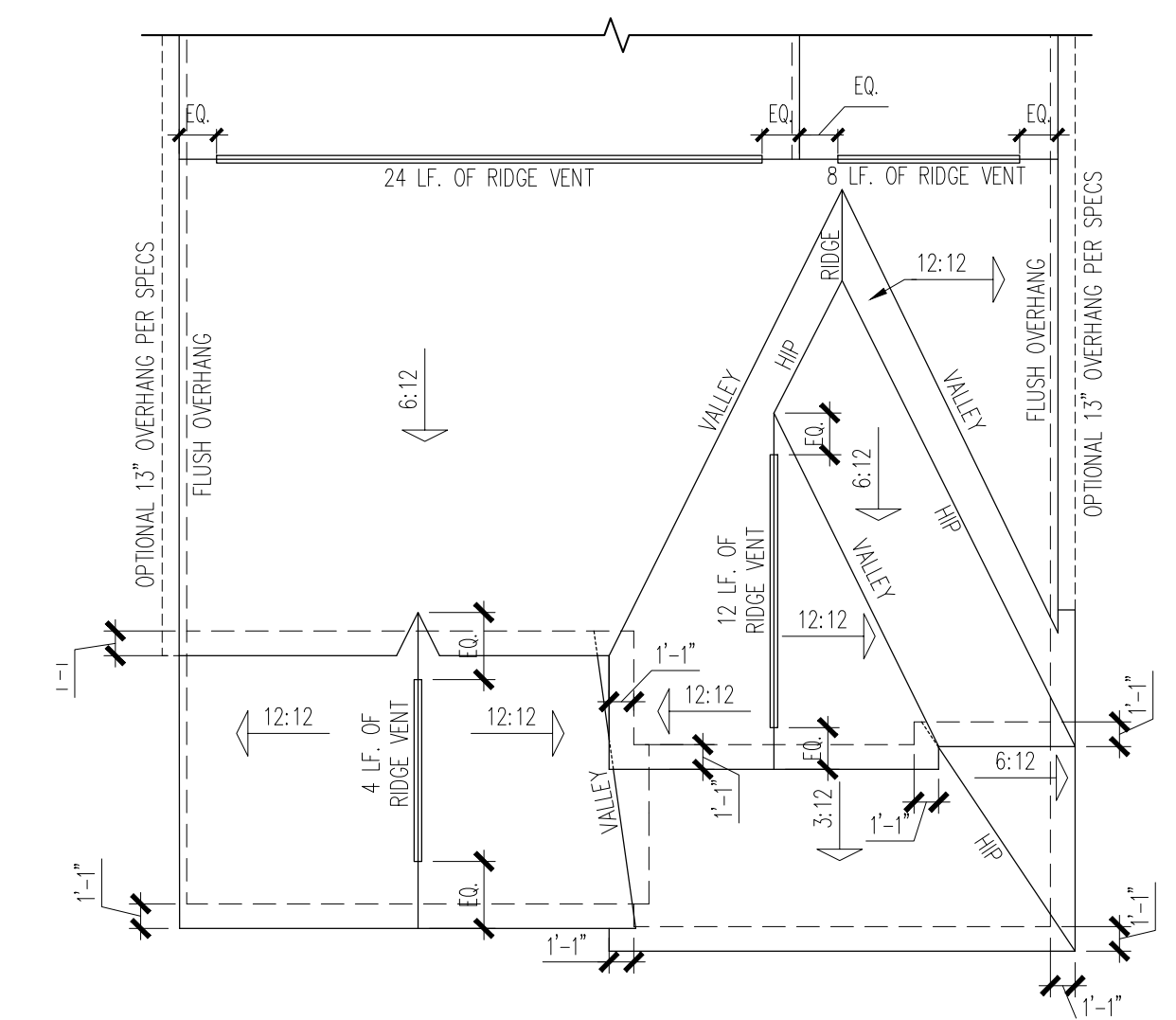
PARTIAL FIRST FLOOR PLAN W/ OPT. 4' GARAGE EXT.

SCALE: 1/4"=1'-0"



PARTIAL RIGHT SIDE ELEVATION W/ OPT. 4' GARAGE EXT.

SCALE: 1/4"=1'-0"



PART. ROOF PLAN ELEV. "36" W/ OPT. 4' GARAGE EXT.

SCALE: 1/8"=1'-0"

PROVIDE 13" OVERHANGS WHERE OPTIONAL BRICK IS APPLIED

The CONTINENTAL
ELEVATION 36 W. OPT. 4' GARAGE EXTENSION

PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION
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PROJECT TYPE
Single Family

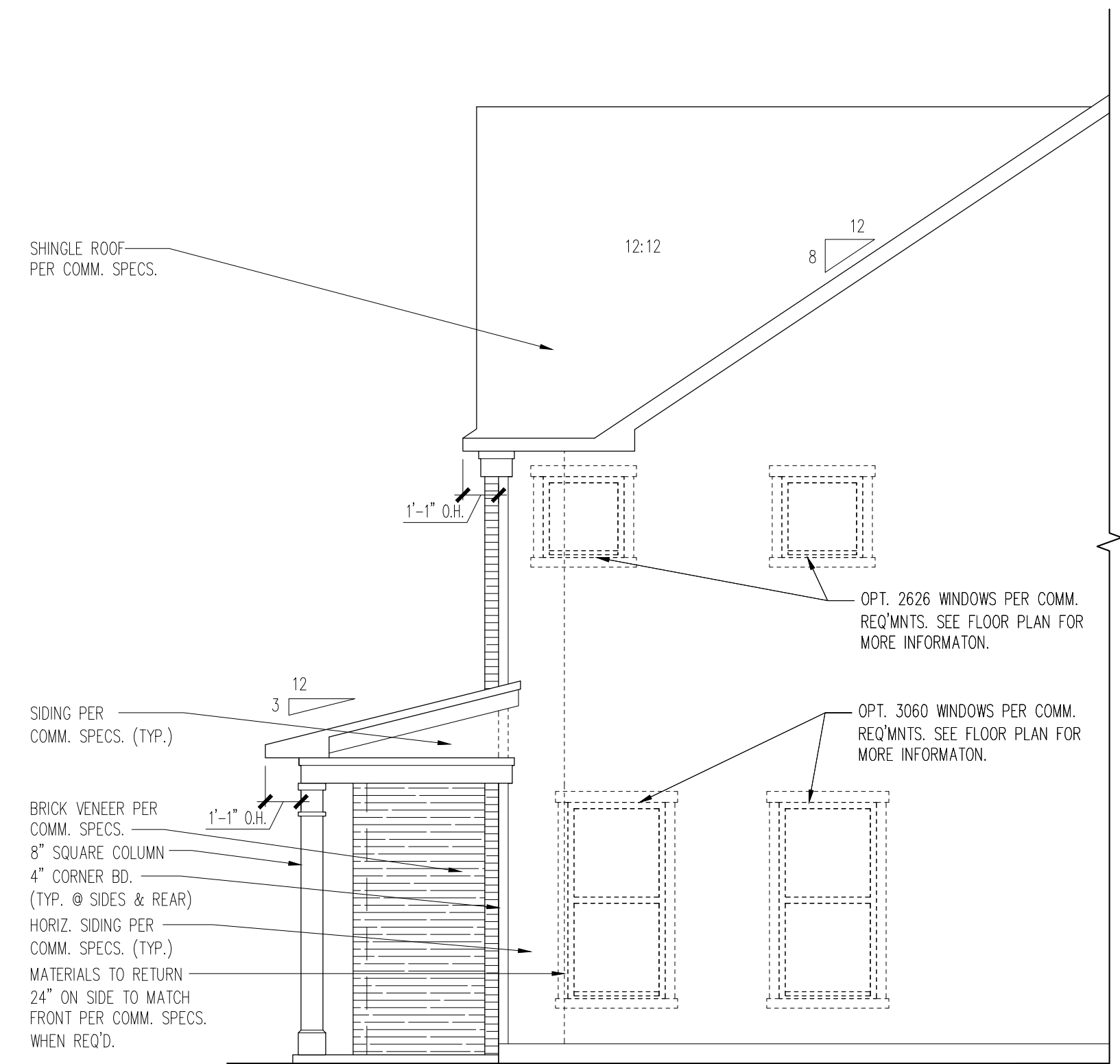
PLAN NAME
Continental

SHEET
3.36.1



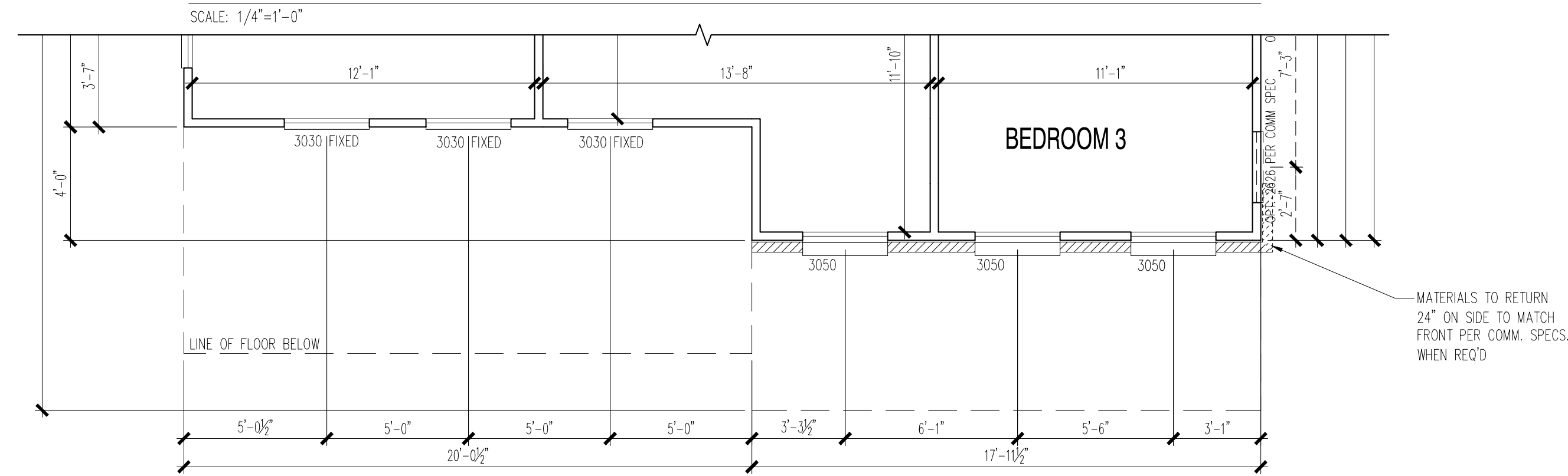
FRONT ELEVATION "37"

SCALE: 1/4"=1'-0"



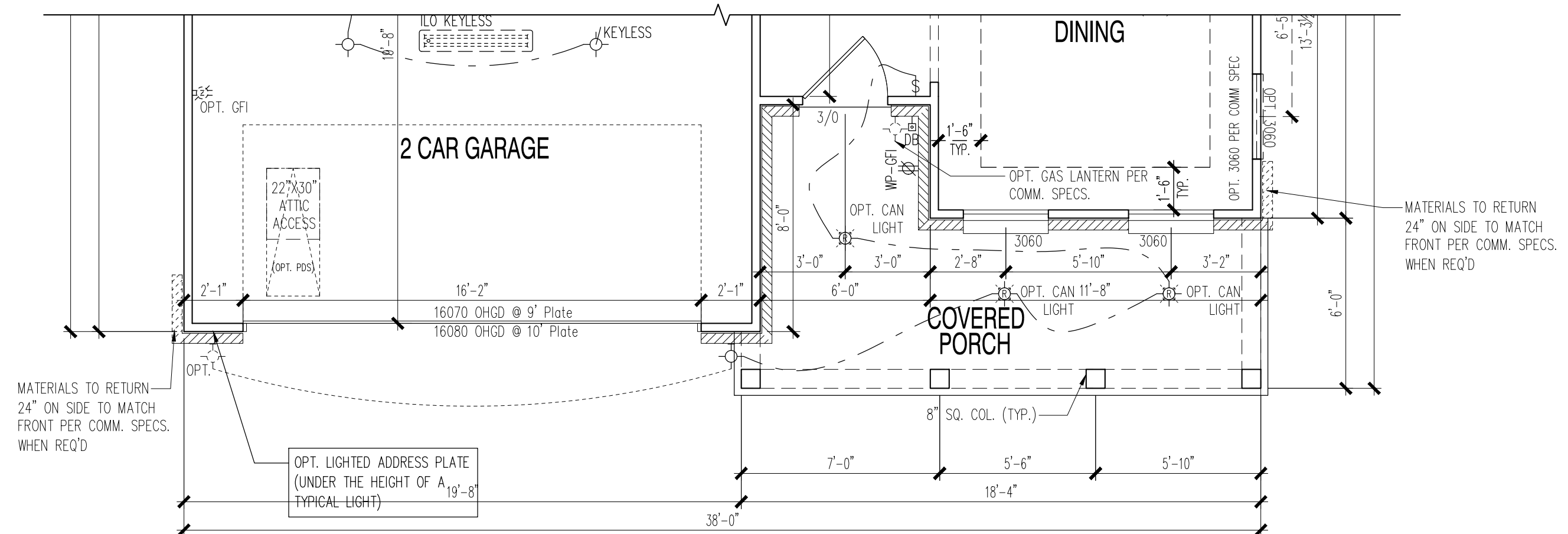
PARTIAL RIGHT SIDE ELEVATION

SCALE: 1/4"=1'-0"



PARTIAL SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"

The CONTINENTAL
ELEVATION 37

PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION
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PROJECT TYPE
Single Family

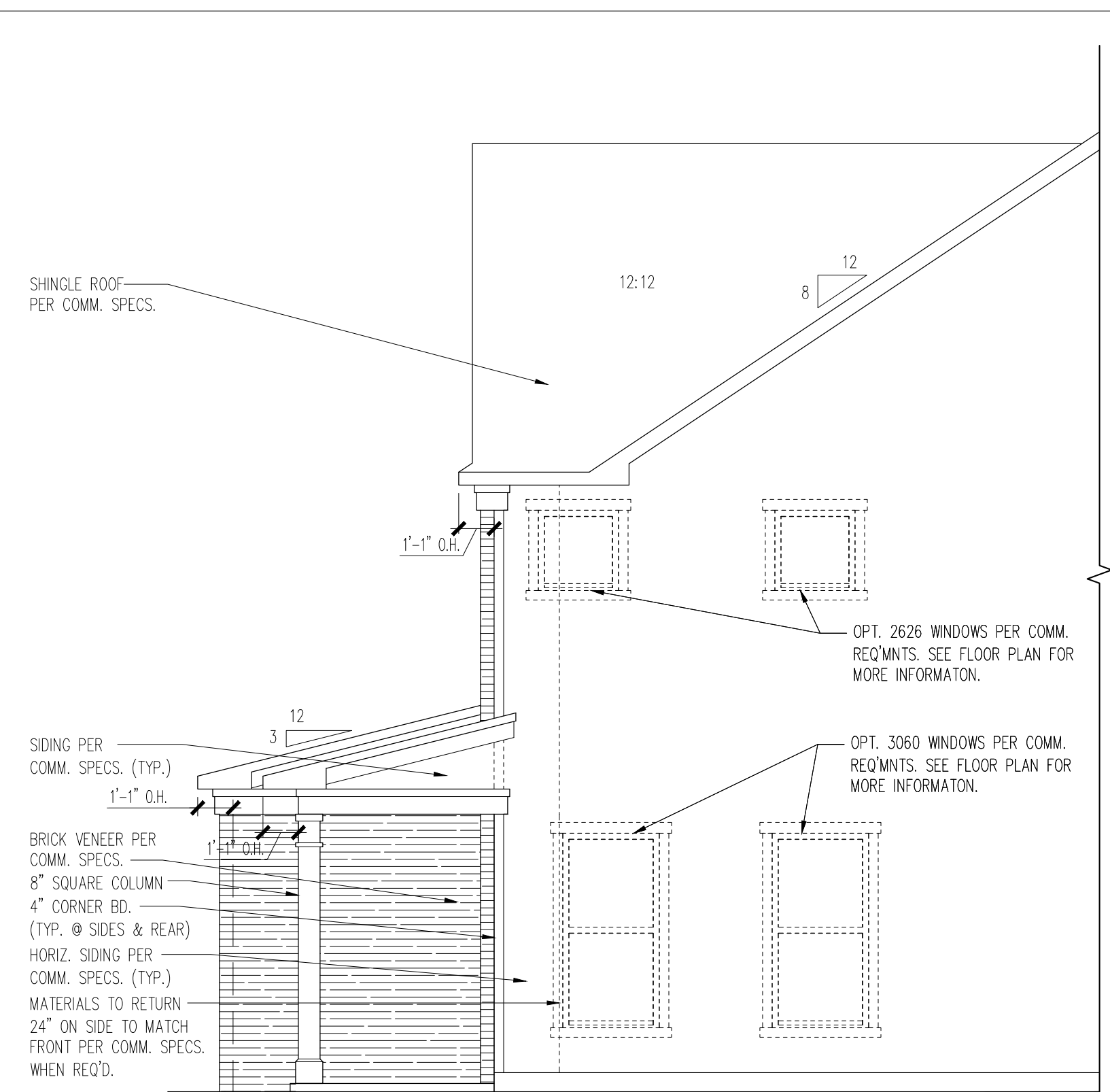
PLAN NAME
Continental

SHEET
3.37.0



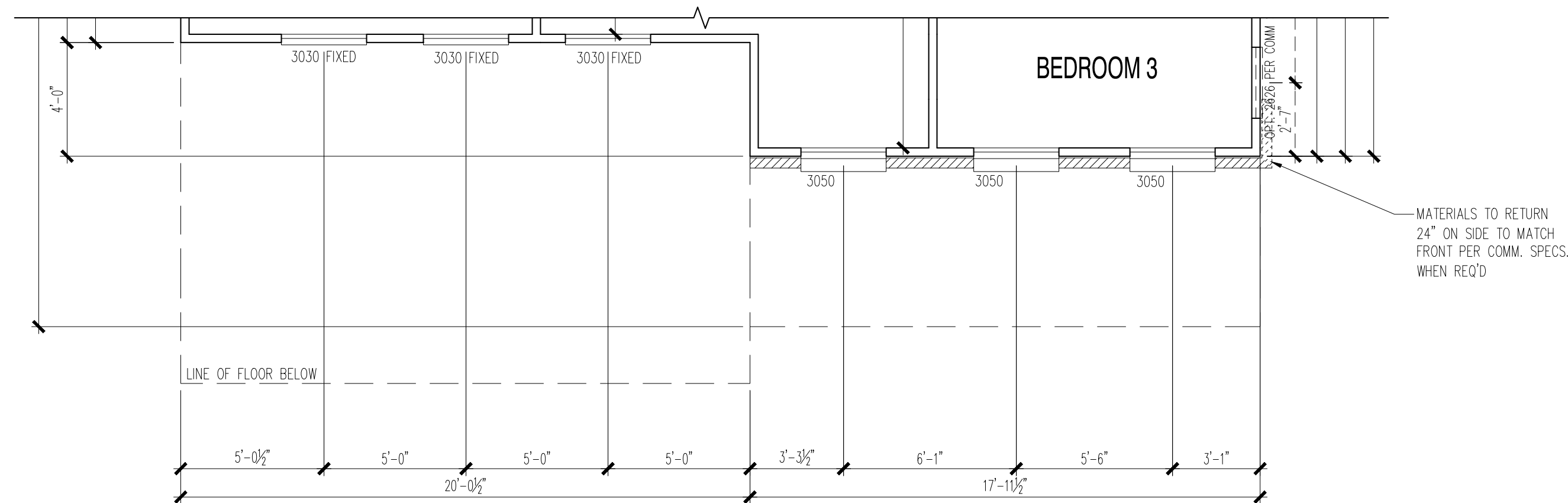
FRONT ELEVATION "37" W/ OPT. 4' GARAGE EXT.

SCALE: 1/4"=1'-0"



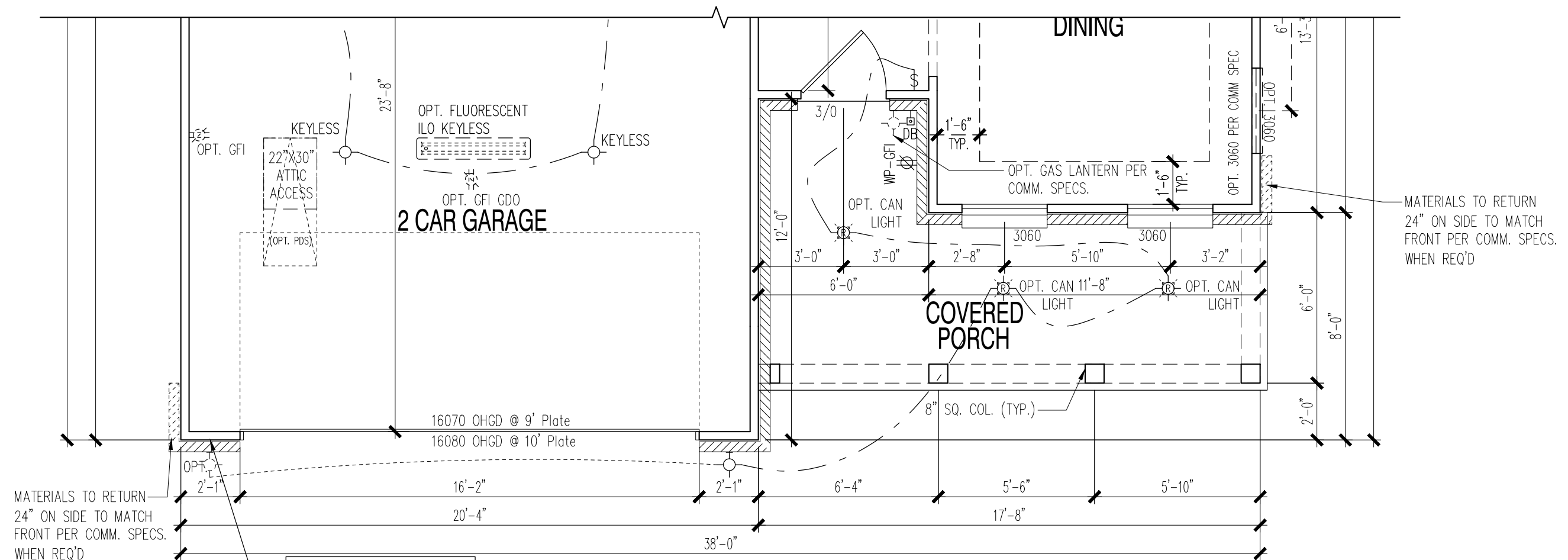
PARTIAL RIGHT SIDE ELEVATION W/ OPT. 4' GARAGE EXT.

SCALE: 1/4"=1'-0"



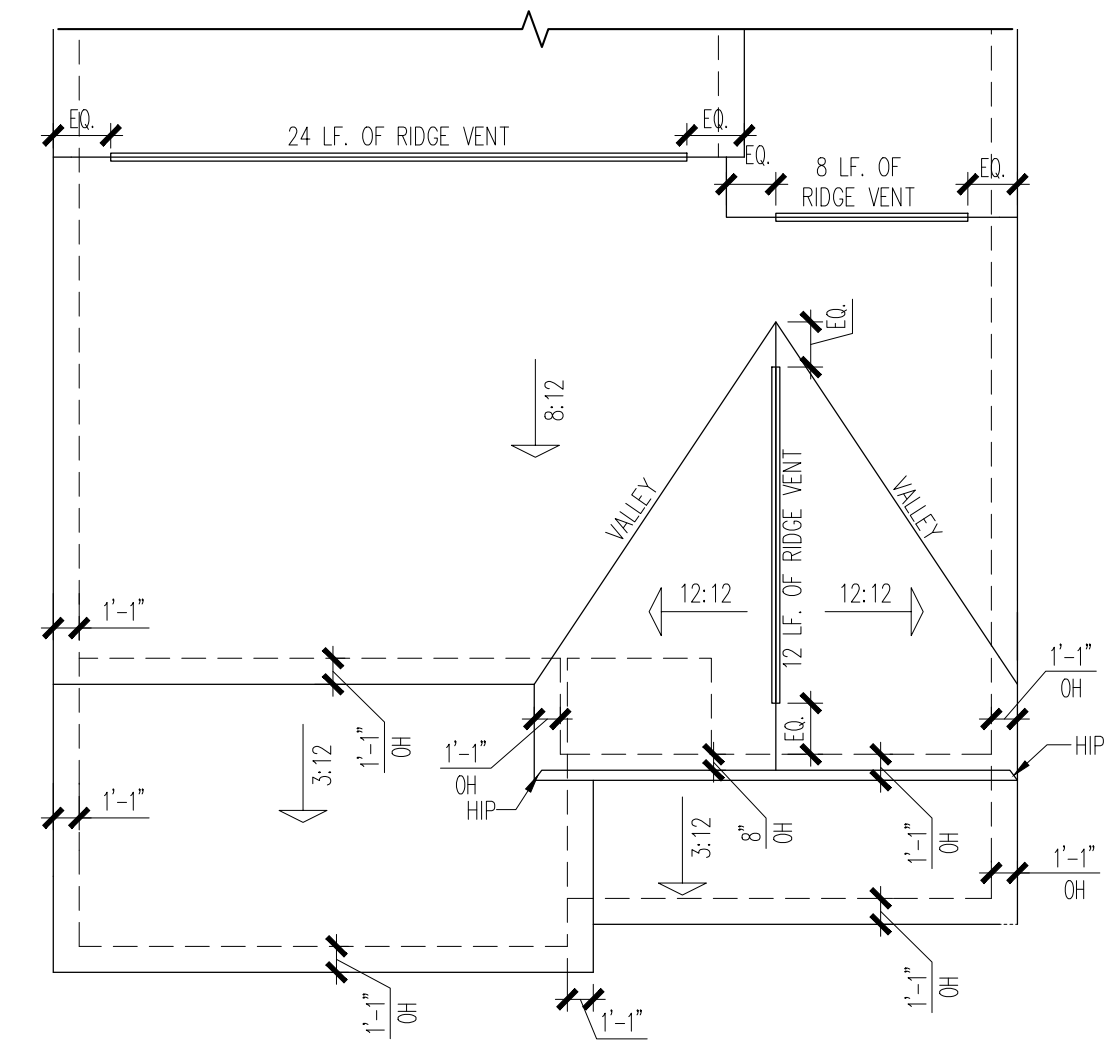
PARTIAL SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"



PARTIAL FIRST FLOOR PLAN W/ OPT. 4' GARAGE EXT.

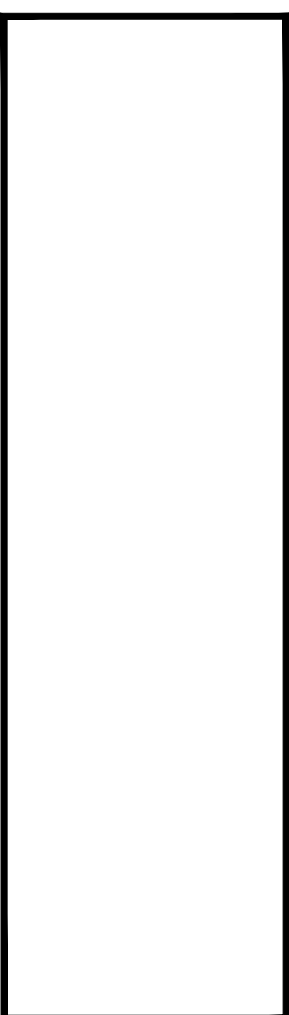
SCALE: 1/4"=1'-0"



PART. ROOF PLAN ELEV. "37" W/ OPT. 4' GARAGE EXT.

SCALE: 1/8"=1'-0"

PROVIDE 13" OVERHANGS WHERE OPTIONAL BRICK IS APPLIED



The CONTINENTAL
ELEVATION 37 W. OPT. 4' GARAGE EXTENSION

PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION
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PROJECT TYPE
Single Family

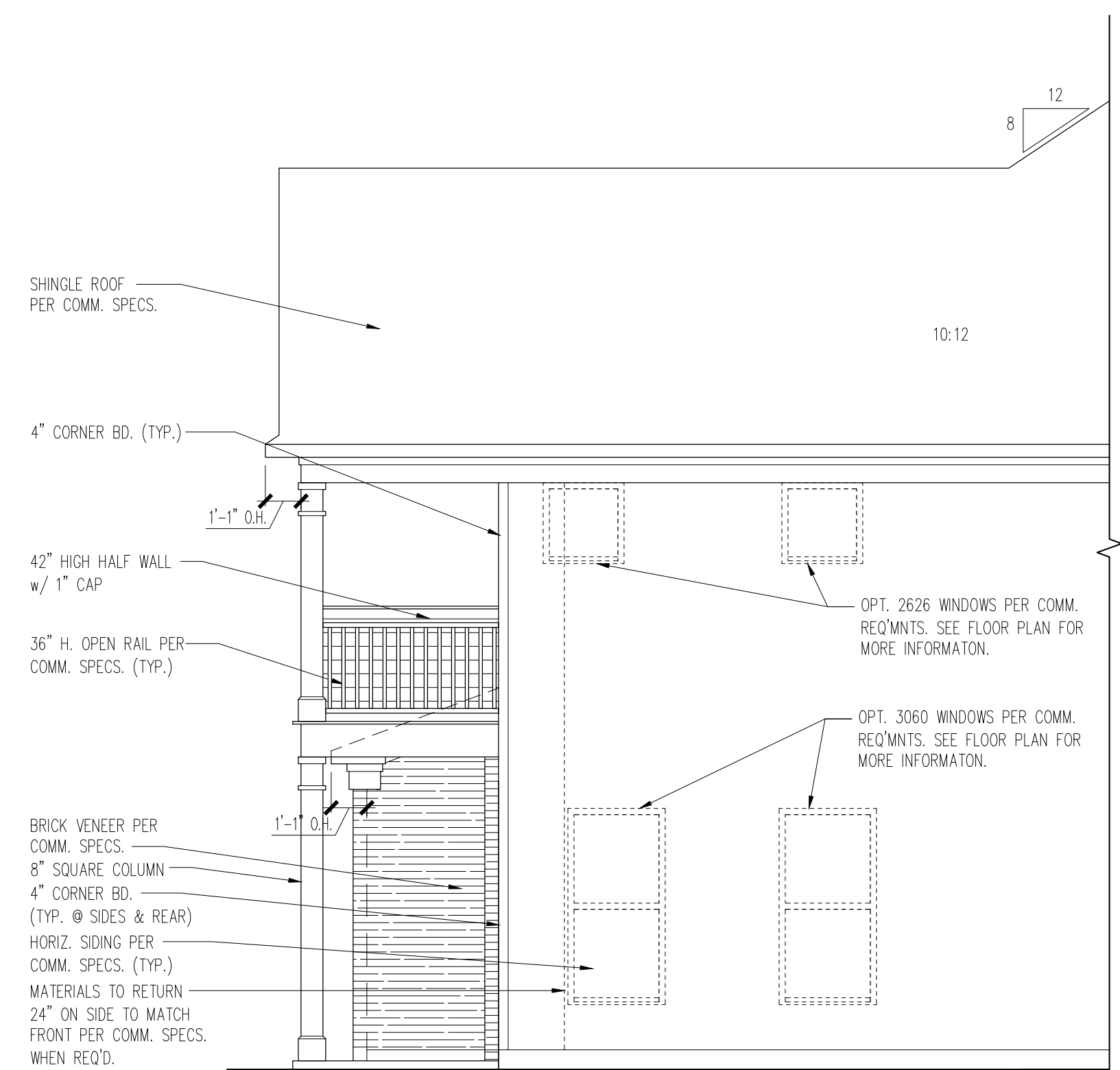
PLAN NAME
Continental

SHEET
3.37.1



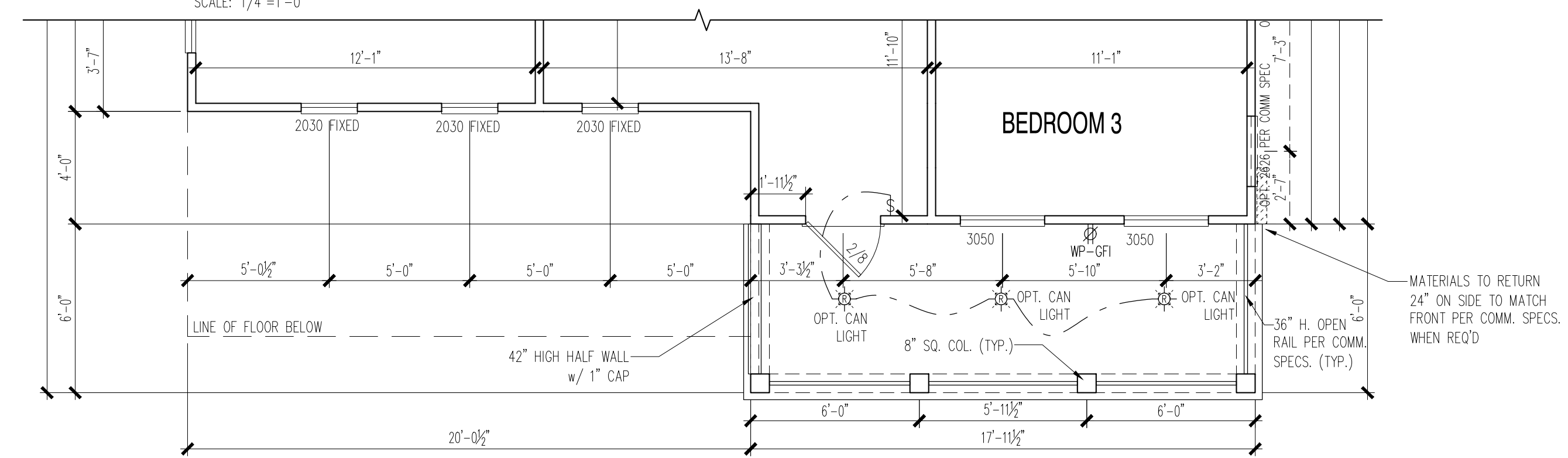
FRONT ELEVATION "38"

SCALE: 1/4"=1'-0"



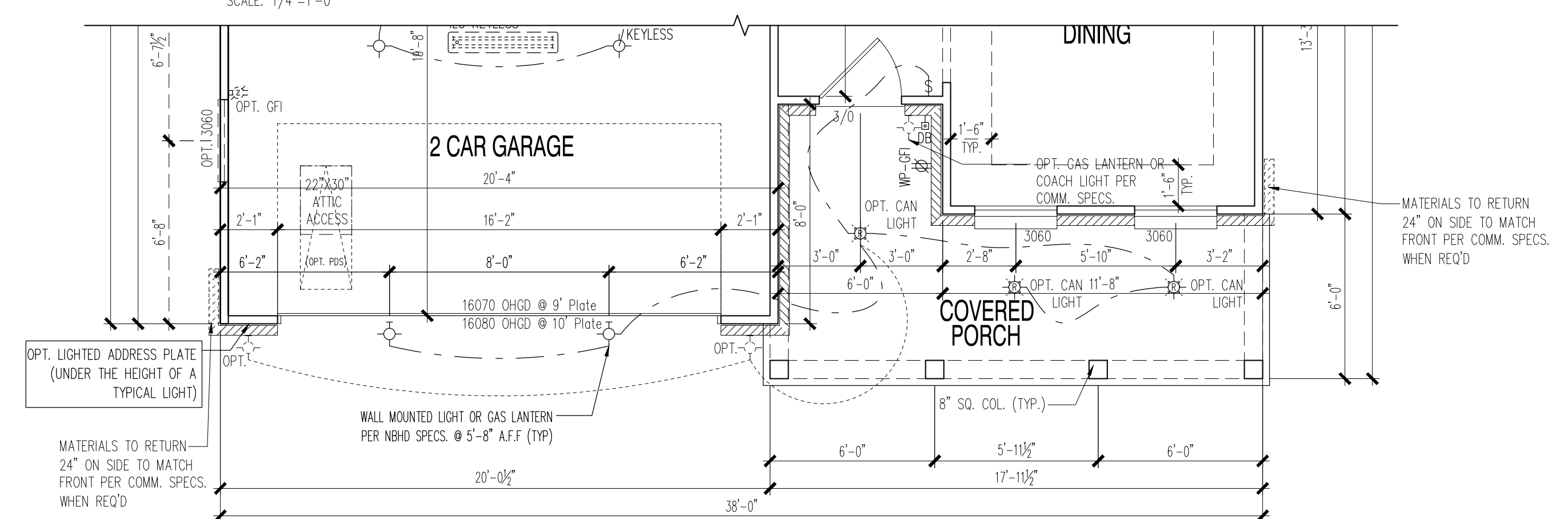
PARTIAL RIGHT SIDE ELEVATION

SCALE: 1/4"=1'-0"



PARTIAL SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"

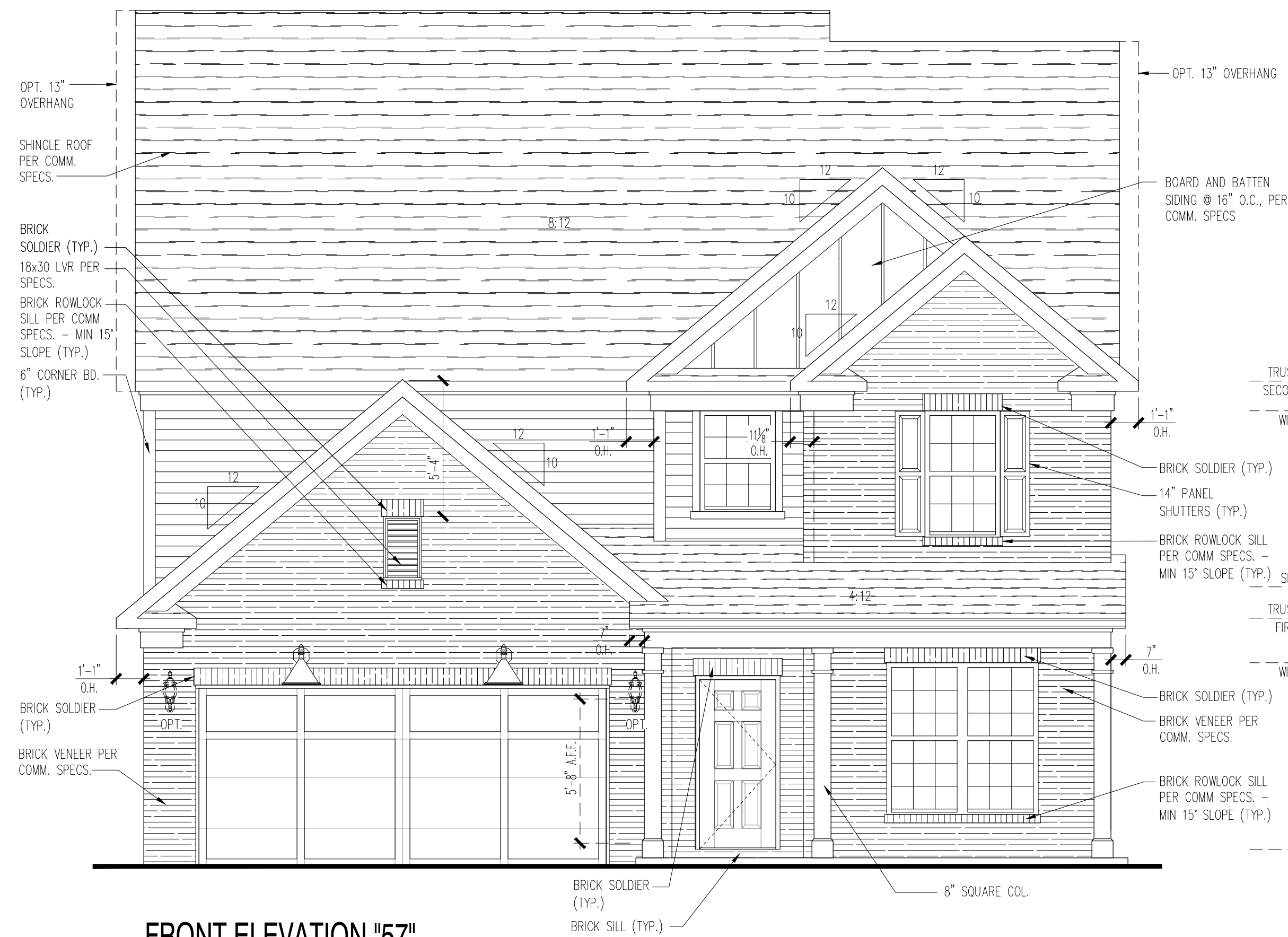
The CONTINENTAL
ELEVATION 38

PRODUCT MANAGER	
INITIAL RELEASE	DATE:
REV#	DATE/DESCRIPTION
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PROJECT TYPE
Single Family

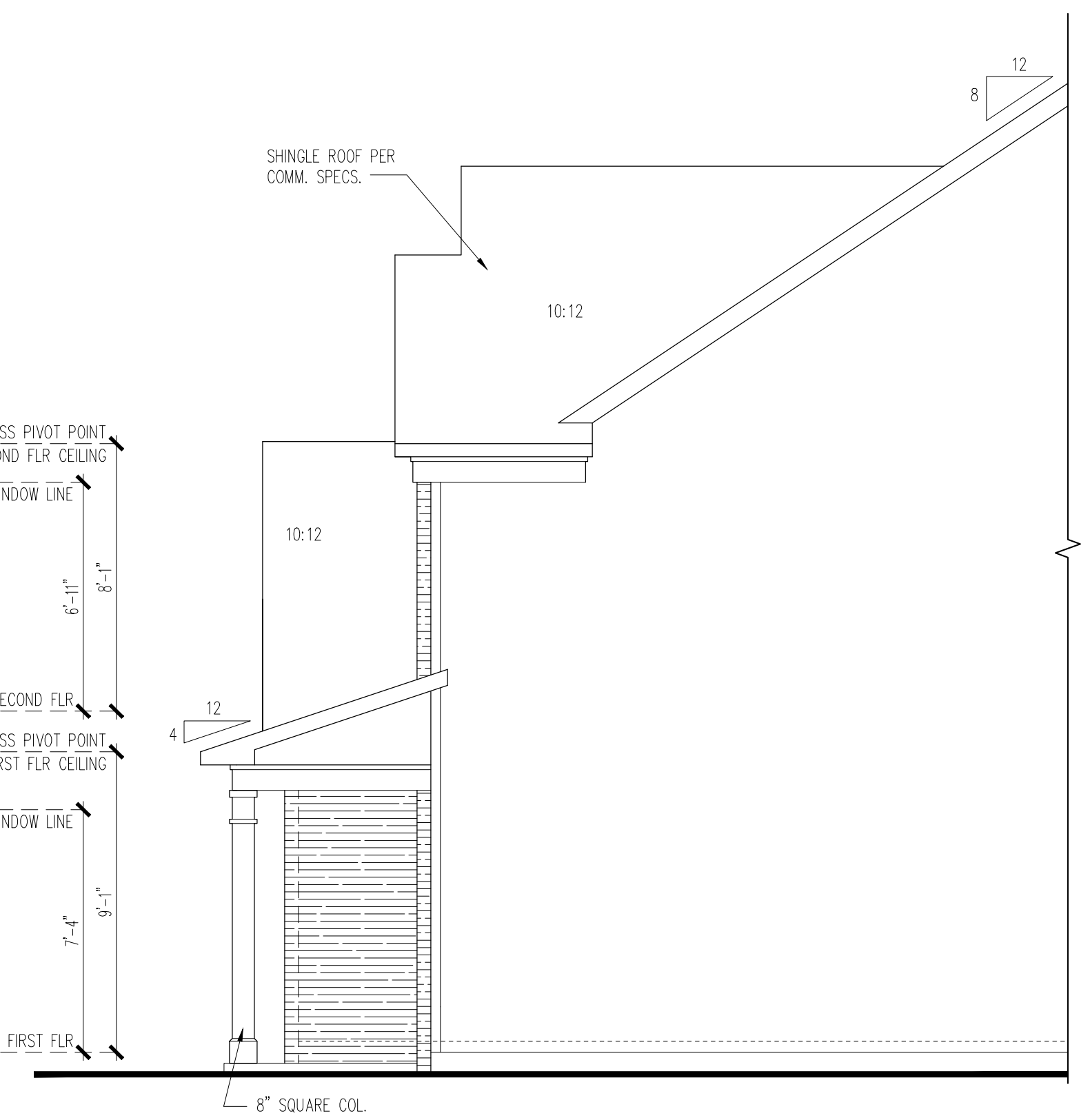
PLAN NAME
Continental

SHEET
3.38.0



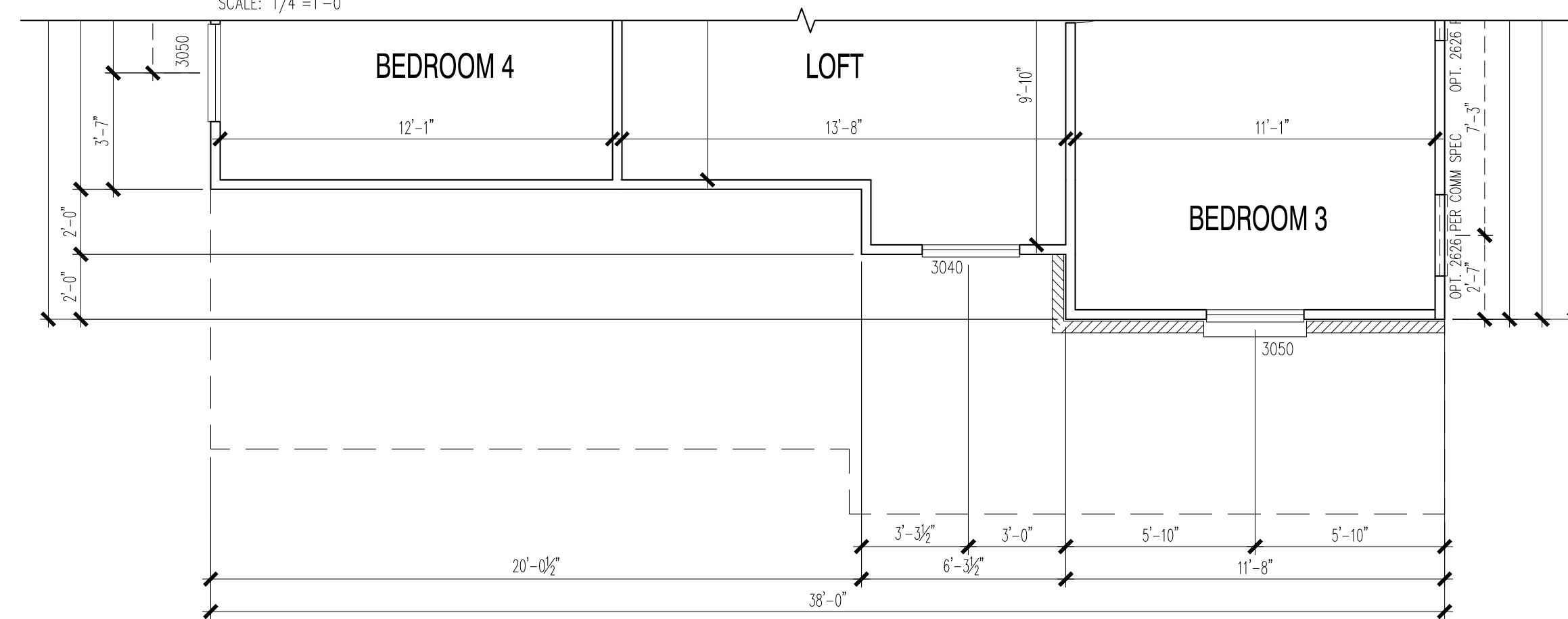
FRONT ELEVATION "57"

SCALE: 1/4"=1'-0"



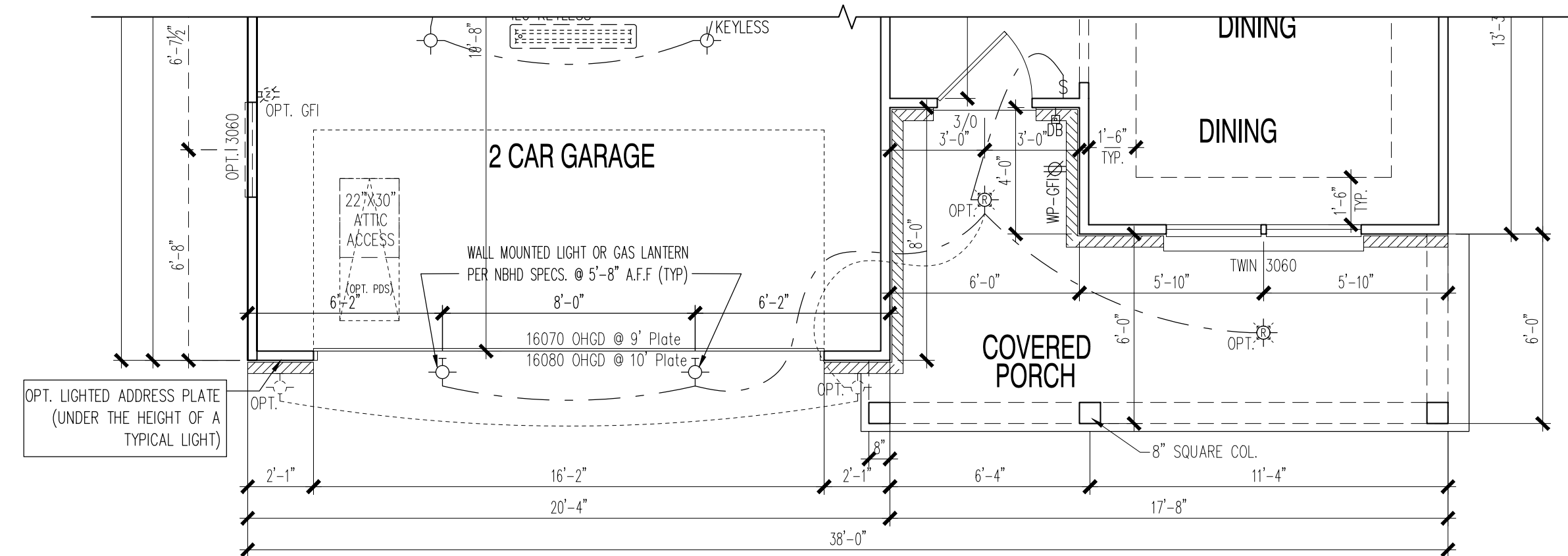
PARTIAL RIGHT SIDE ELEVATION

SCALE: 1/4"=1'-0"



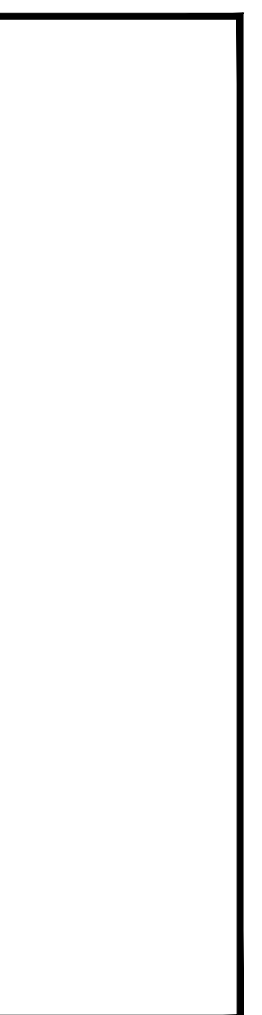
PARTIAL SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"



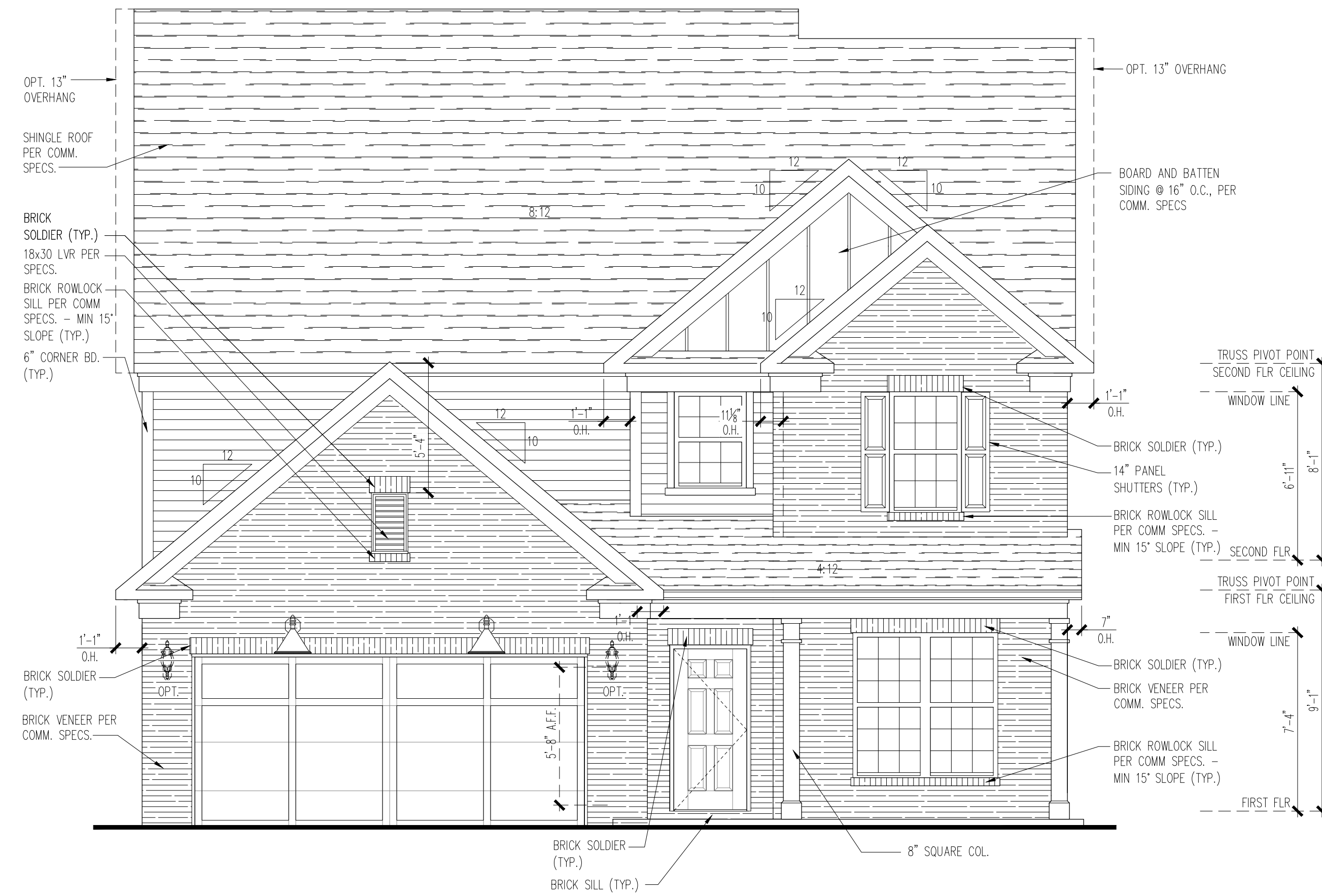
The CONTINENTAL
 FRONT ELEVATION "57" FRONT ENTRY GARAGE

PRODUCT MANAGER	
INITIAL RELEASE	DATE:
REV#	DATE/DESCRIPTION
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PROJECT TYPE
Single Family

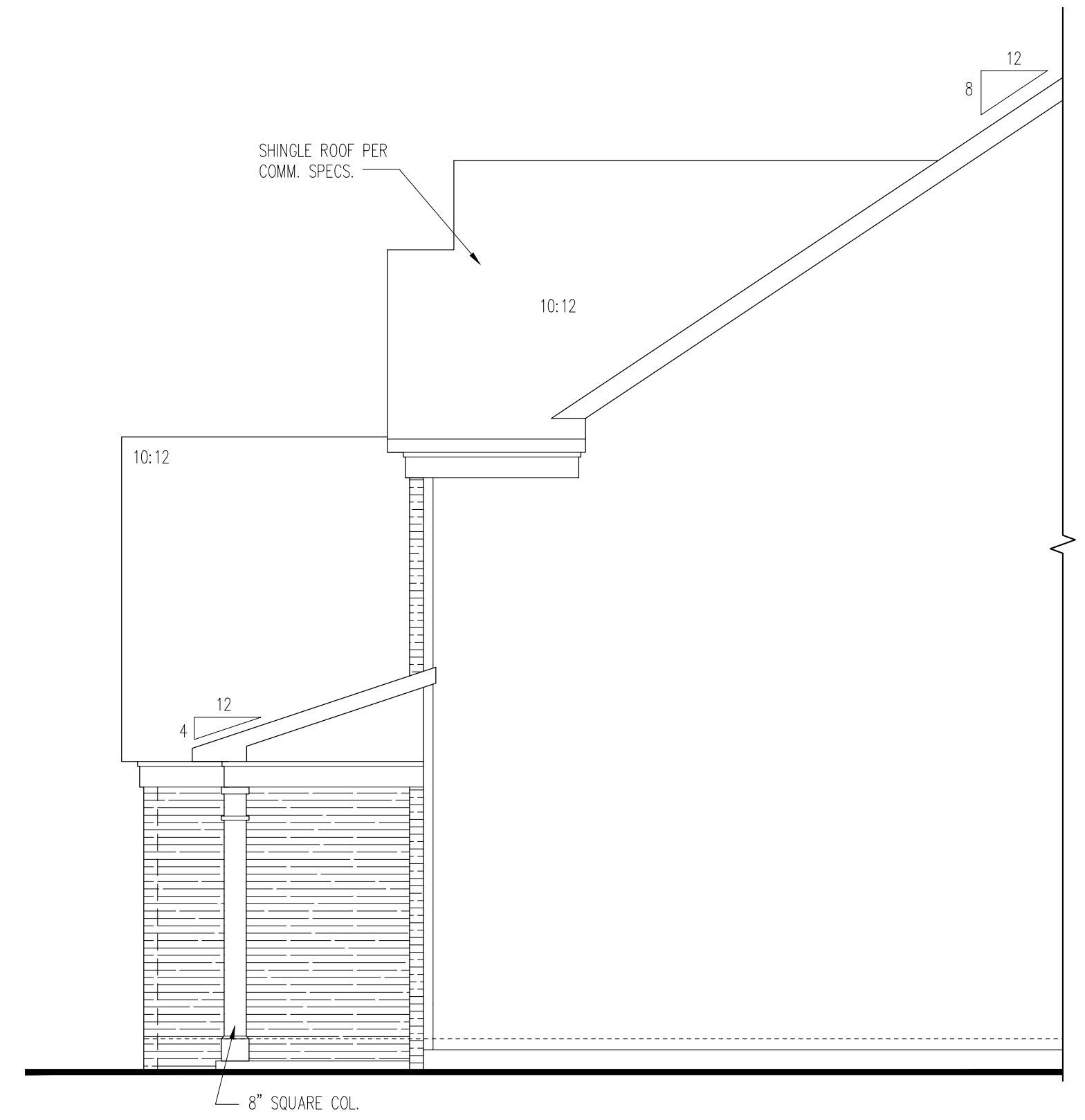
PLAN NAME
Continental

SHEET
3.57



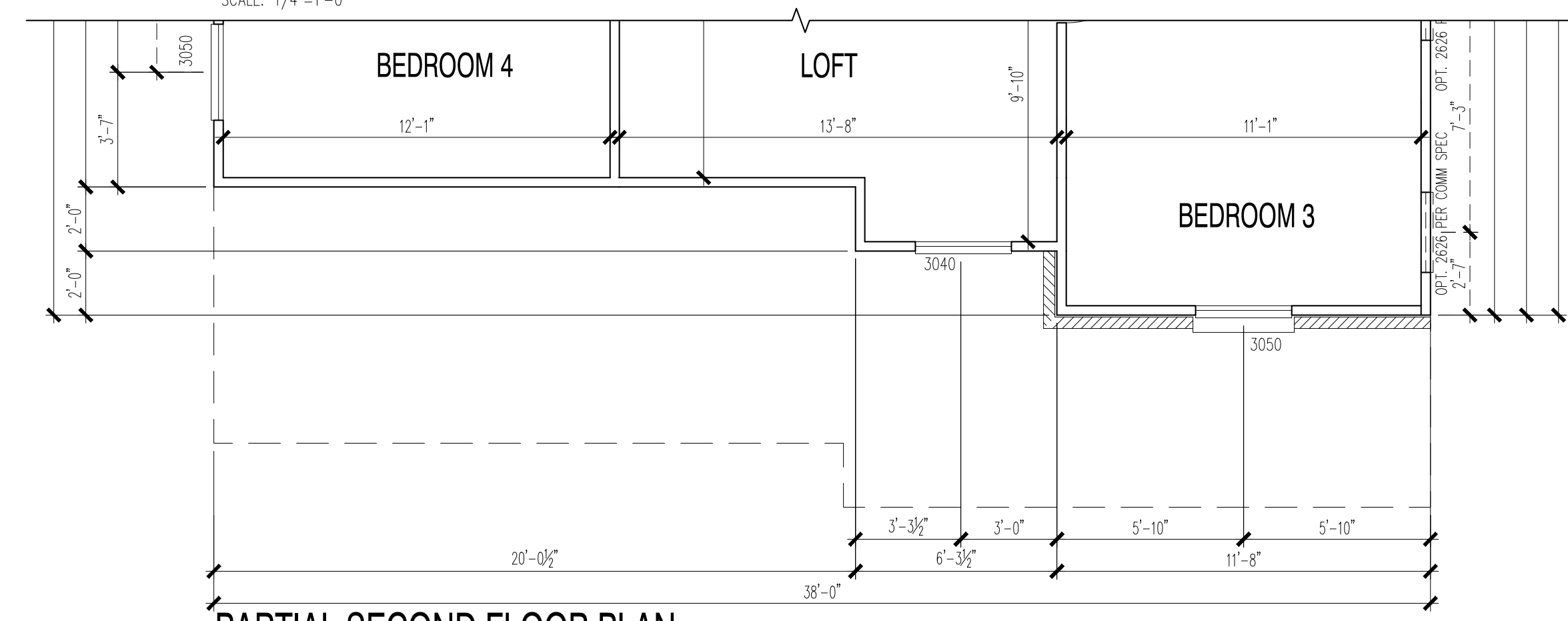
FRONT ELEVATION "57" W/ OPT. 4' GARAGE EXT.

SCALE: 1/4"=1'-0"



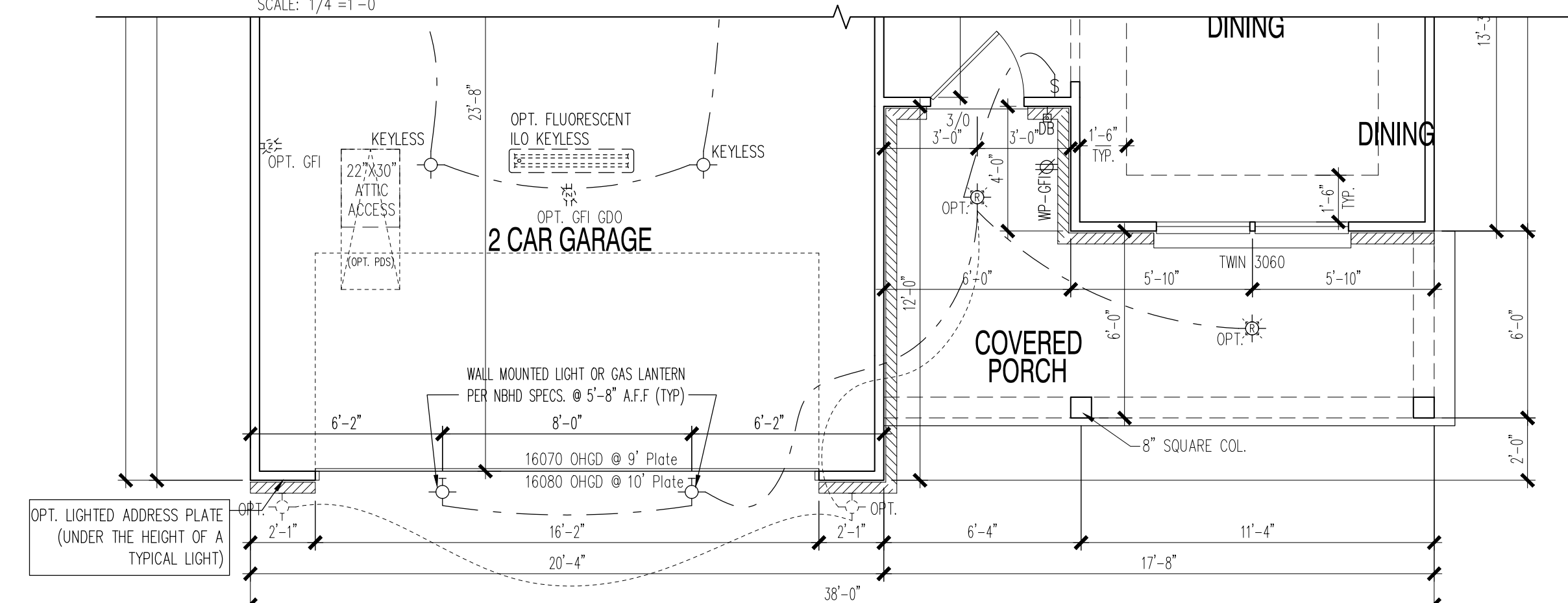
PARTIAL RIGHT SIDE ELEVATION W/ OPT. 4' GARAGE EXT.

SCALE: 1/4"=1'-0"



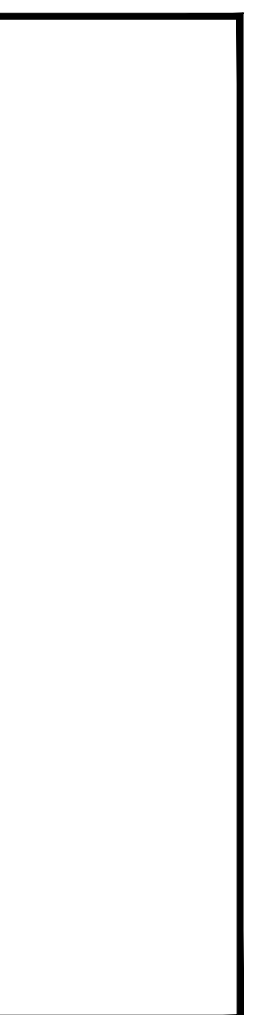
PARTIAL SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"



PARTIAL FIRST FLOOR PLAN W/ OPT. 4' GARAGE EXT.

SCALE: 1/4"=1'-0"



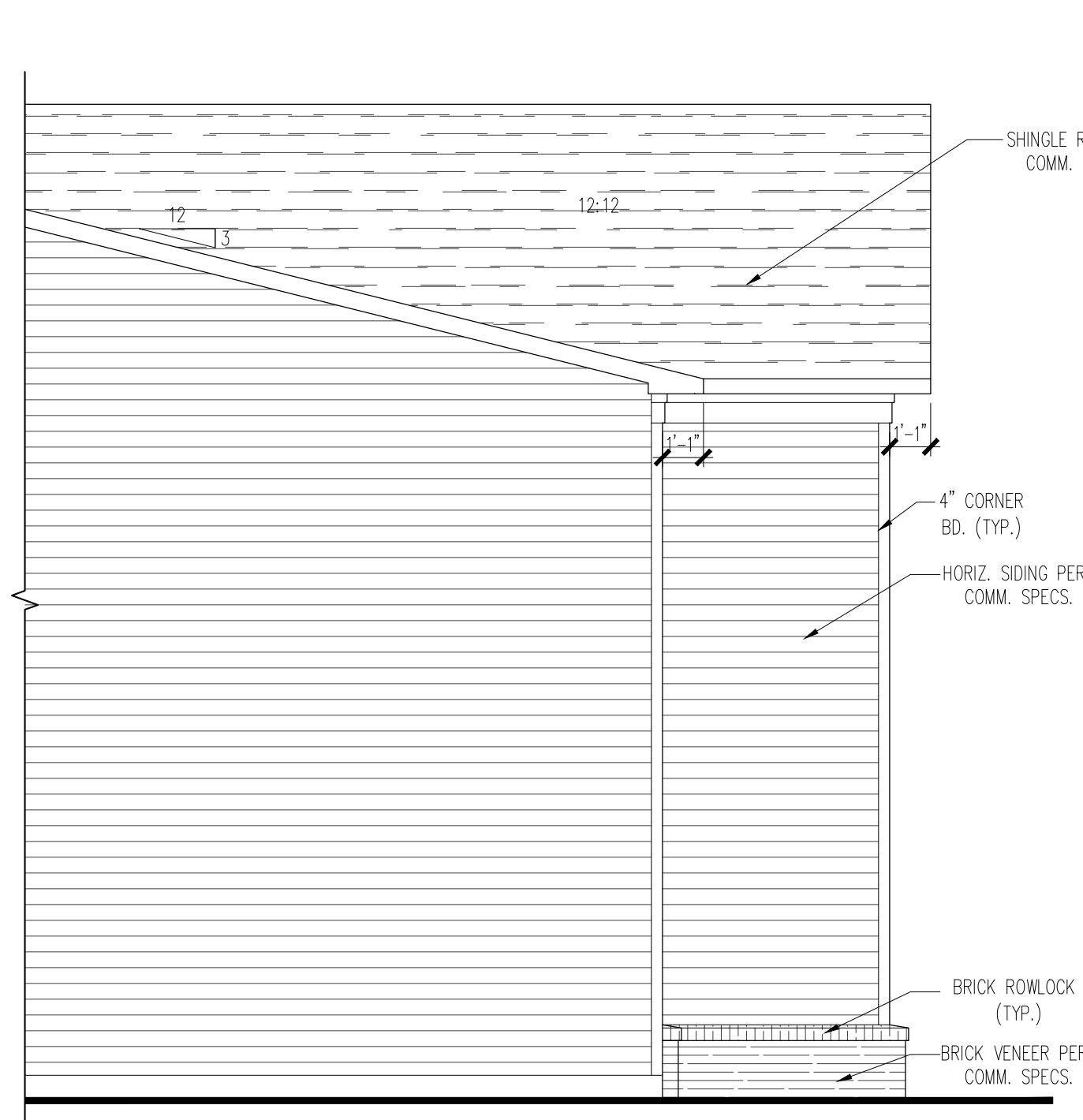
The CONTINENTAL
 FRONT ELEVATION "57" W/ OPT. 4' EXTENSION
 FRONT ENTRY GARAGE

REV#	DATE/DESCRIPTION

PROJECT TYPE
 Single Family

PLAN NAME
 Continental

SHEET
 3.57



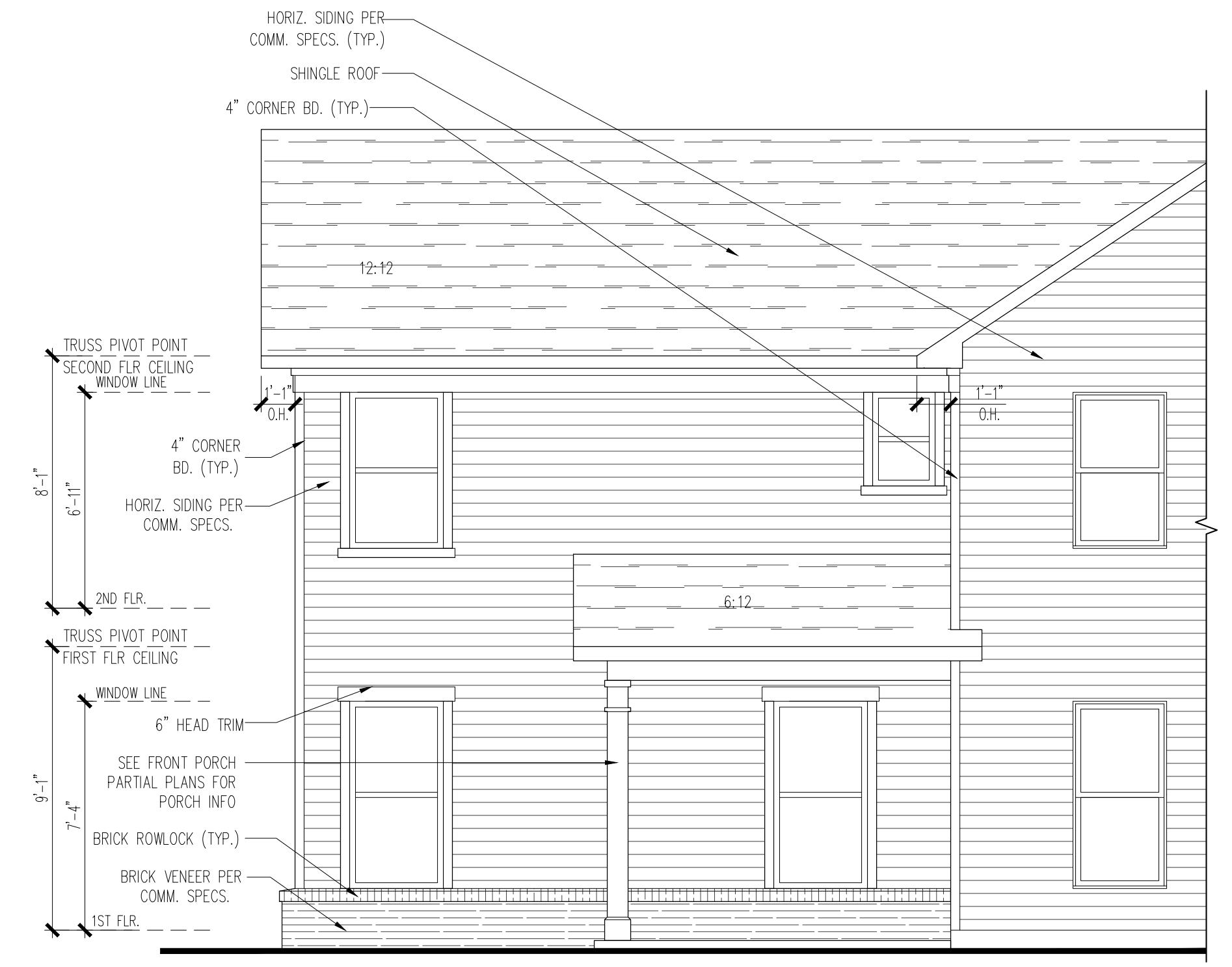
PARTIAL LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



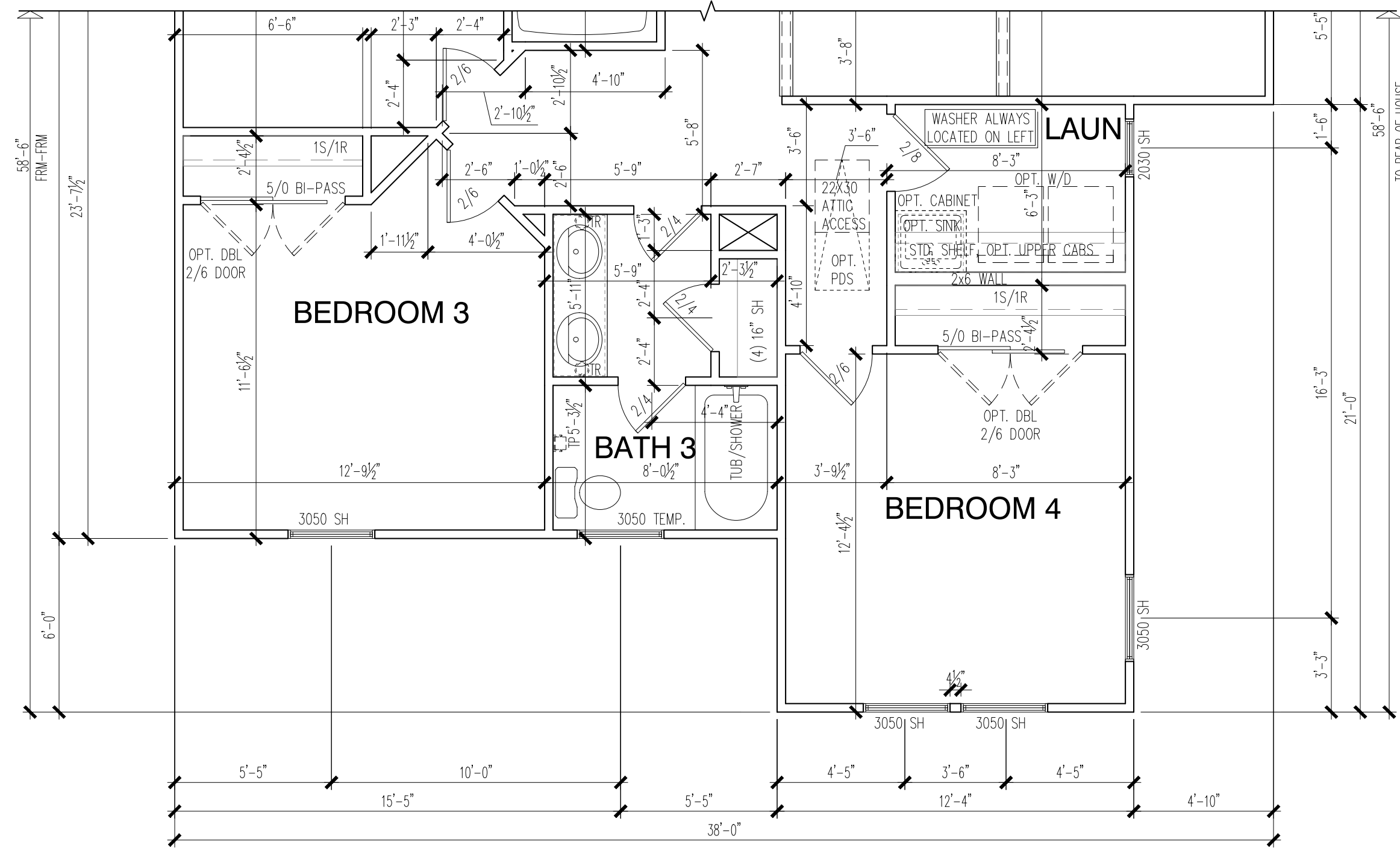
FRONT ELEVATION "1"

SCALE: 1/4" = 1'-0"



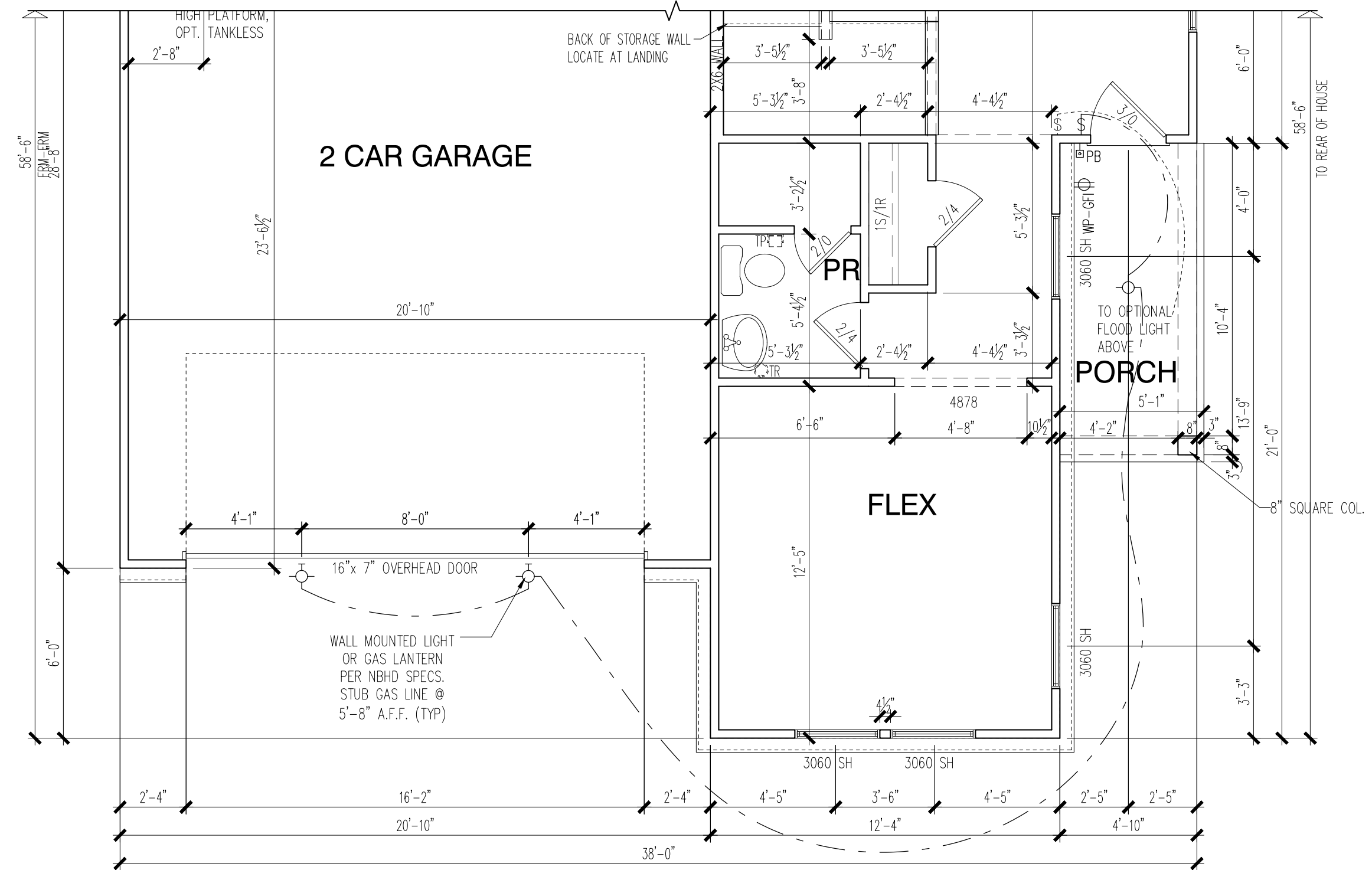
PARTIAL RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



PARTIAL SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

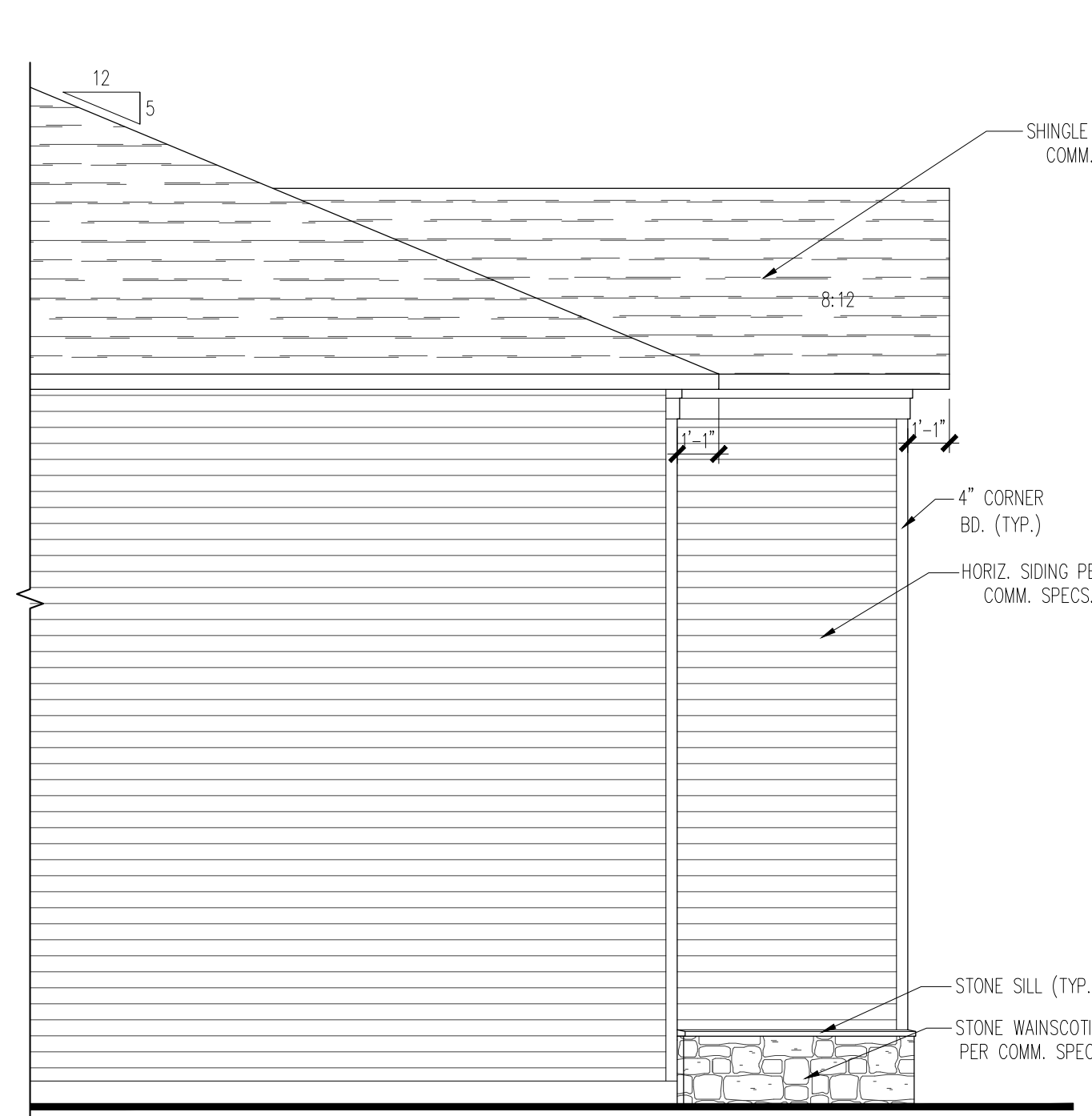
The LEYTON
FRONT ELEVATION 1

PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION
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PROJECT TYPE
Single Family

PLAN NAME
LEYTON

SHEET
3.10



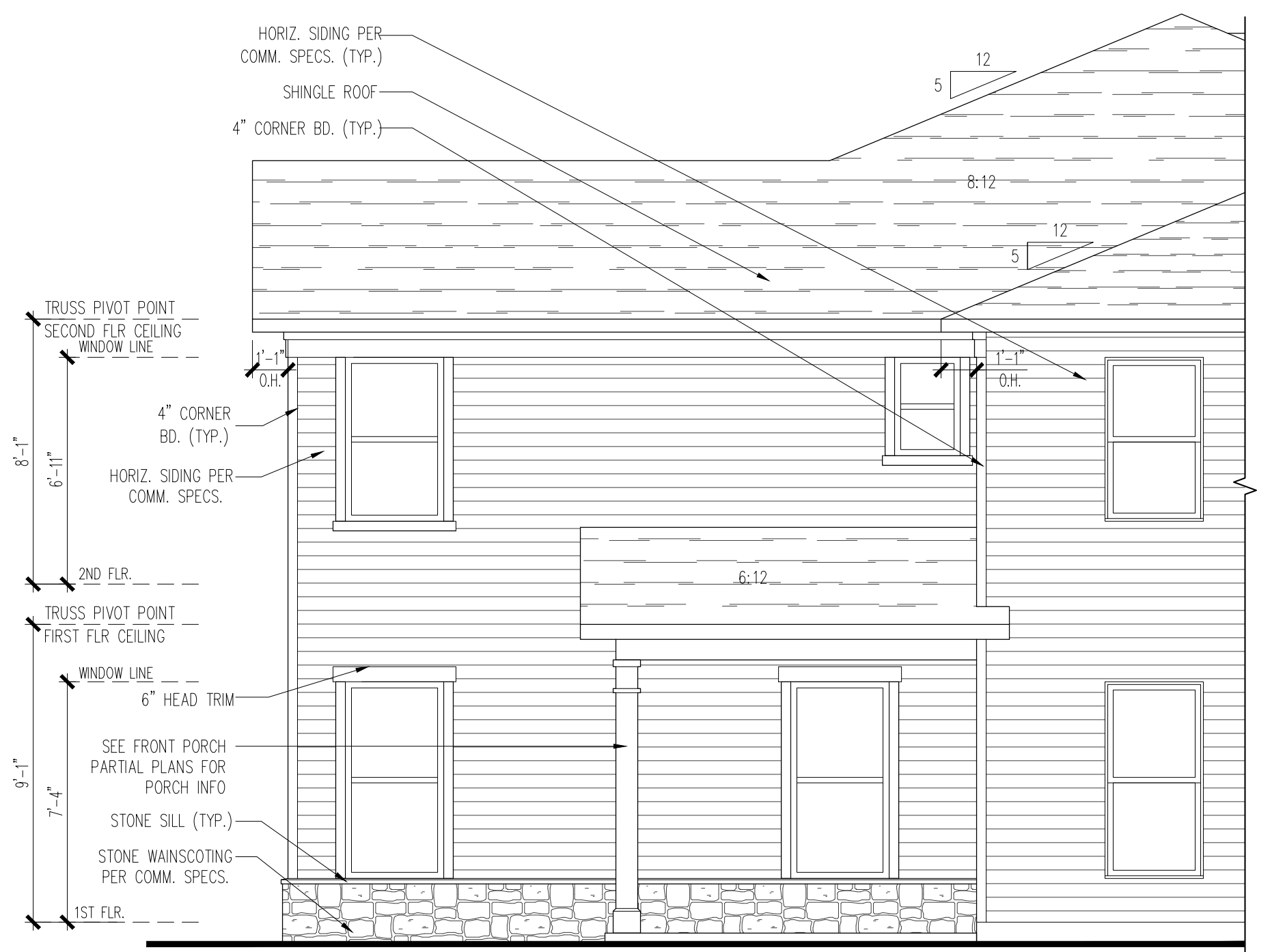
PARTIAL LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



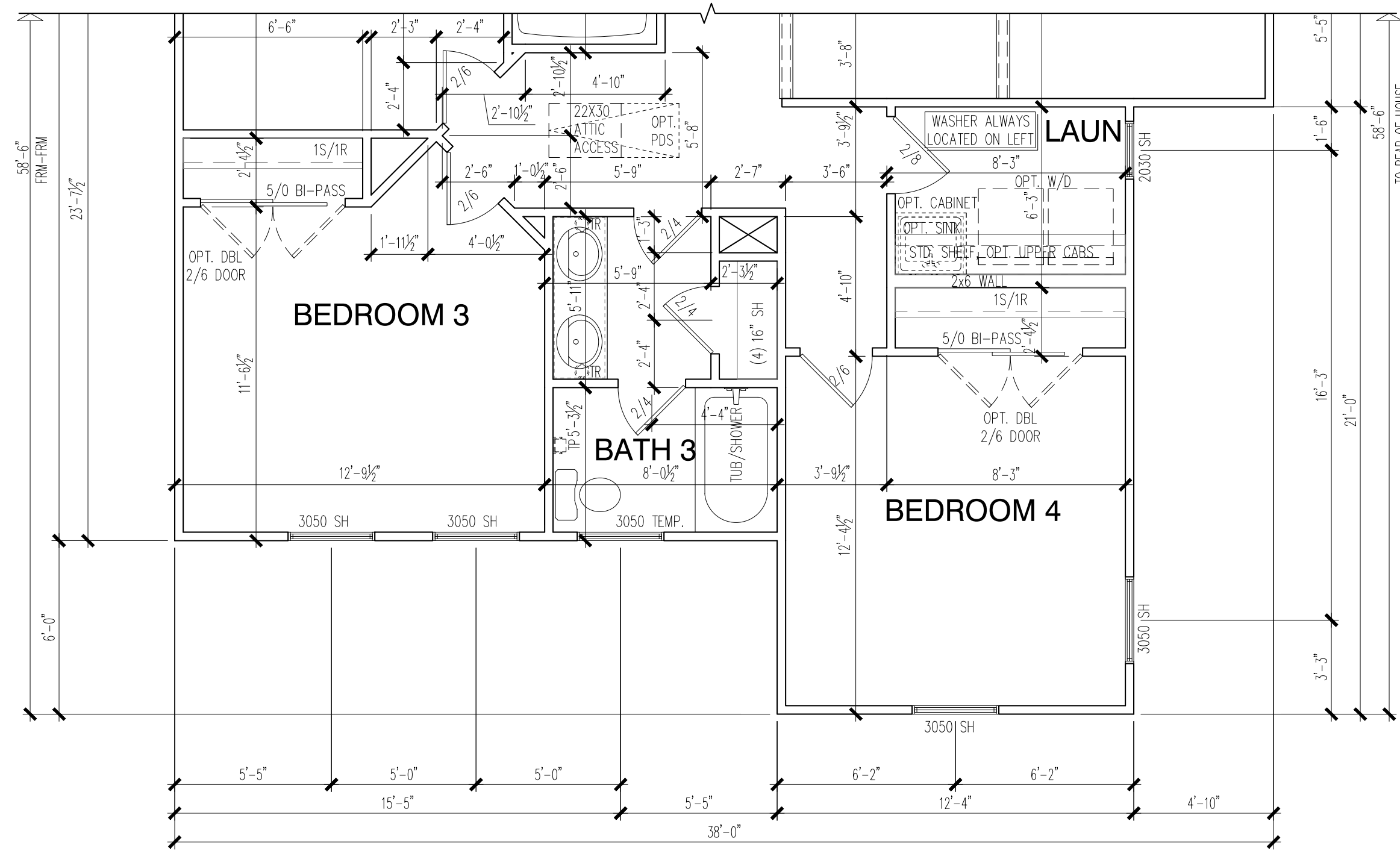
FRONT ELEVATION #2

SCALE: 1/4" = 1'-0"



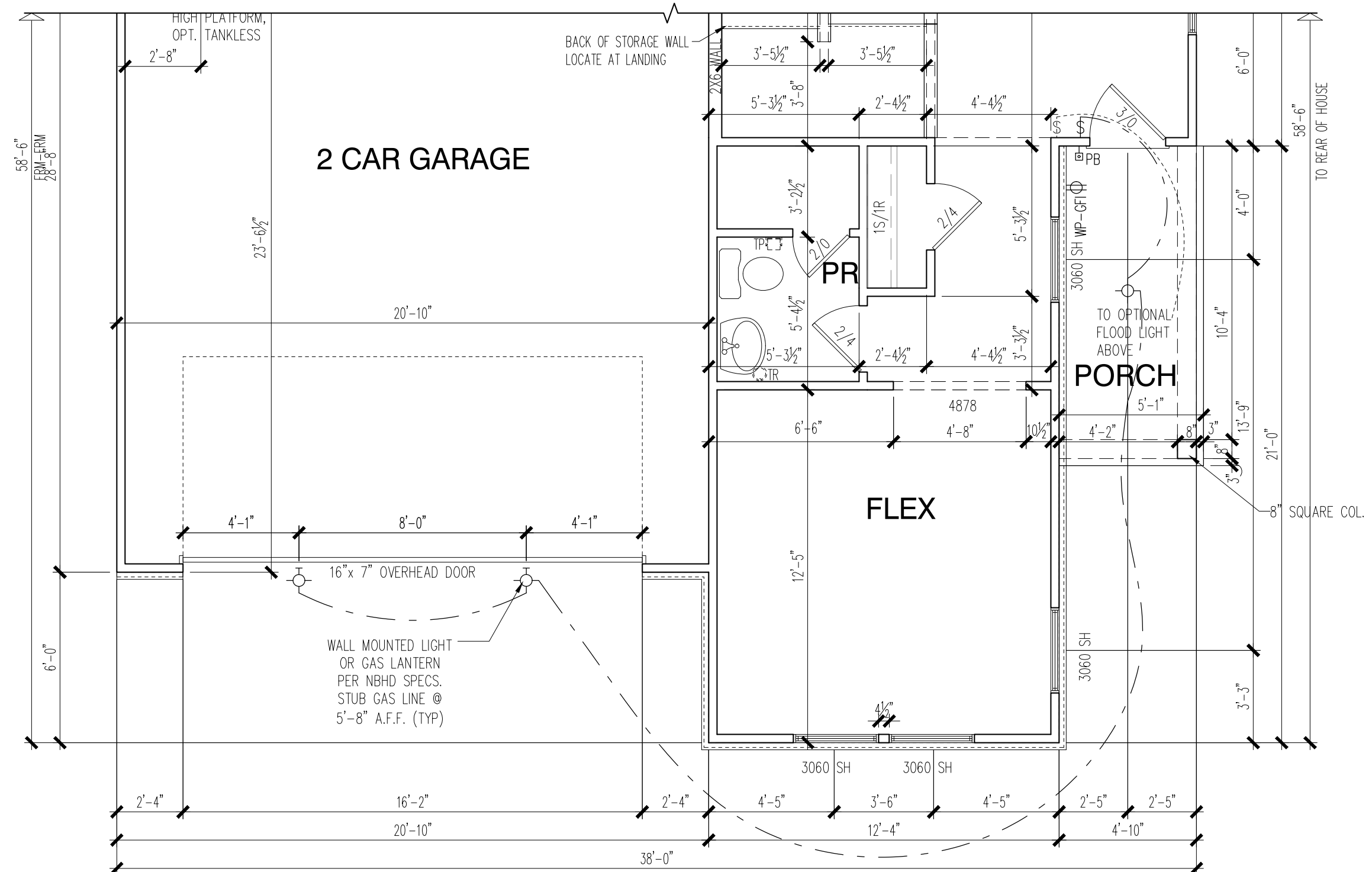
PARTIAL RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



PARTIAL SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

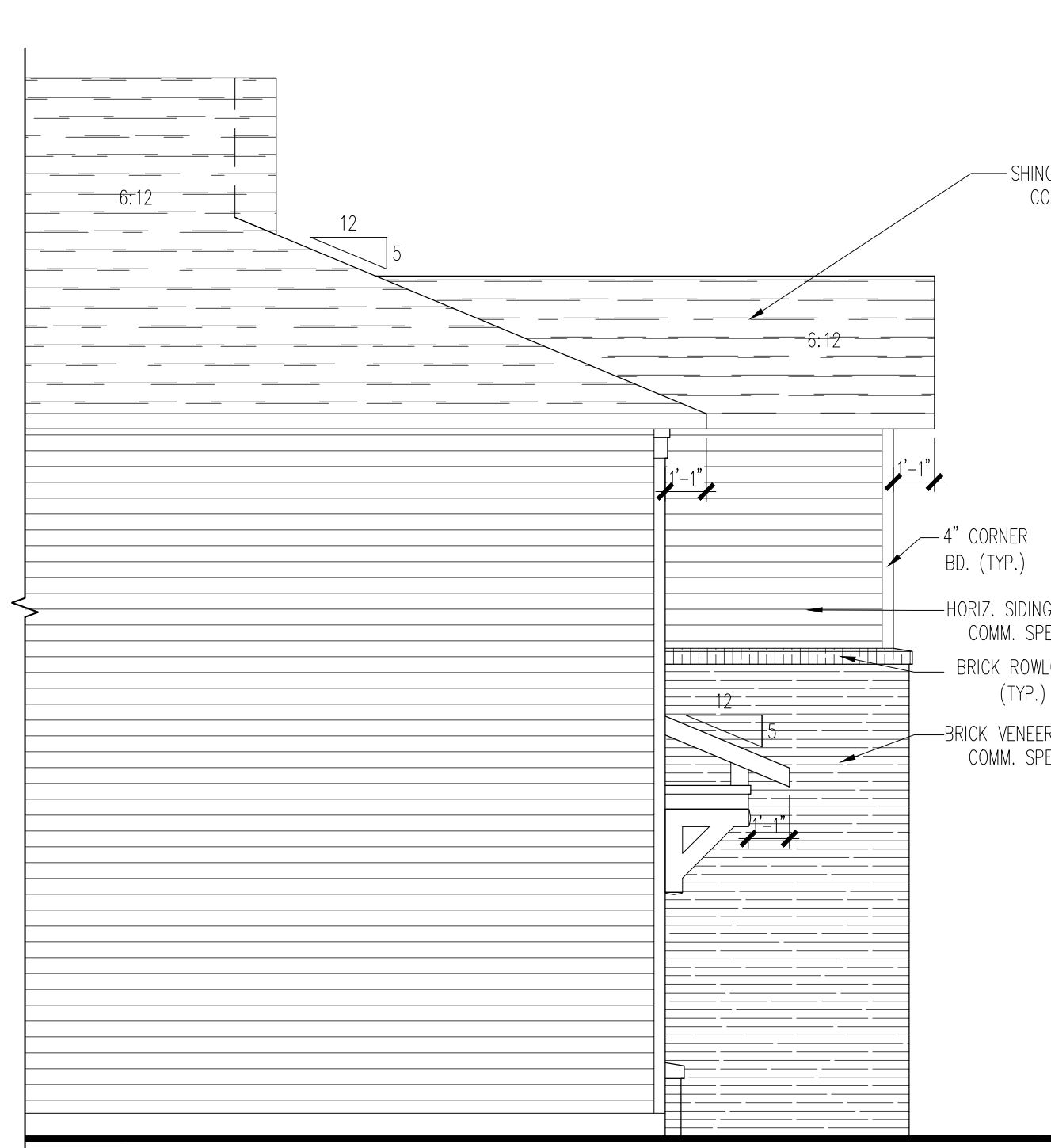
The LEYTON
FRONT ELEVATION 2

PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION
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PROJECT TYPE
Single Family

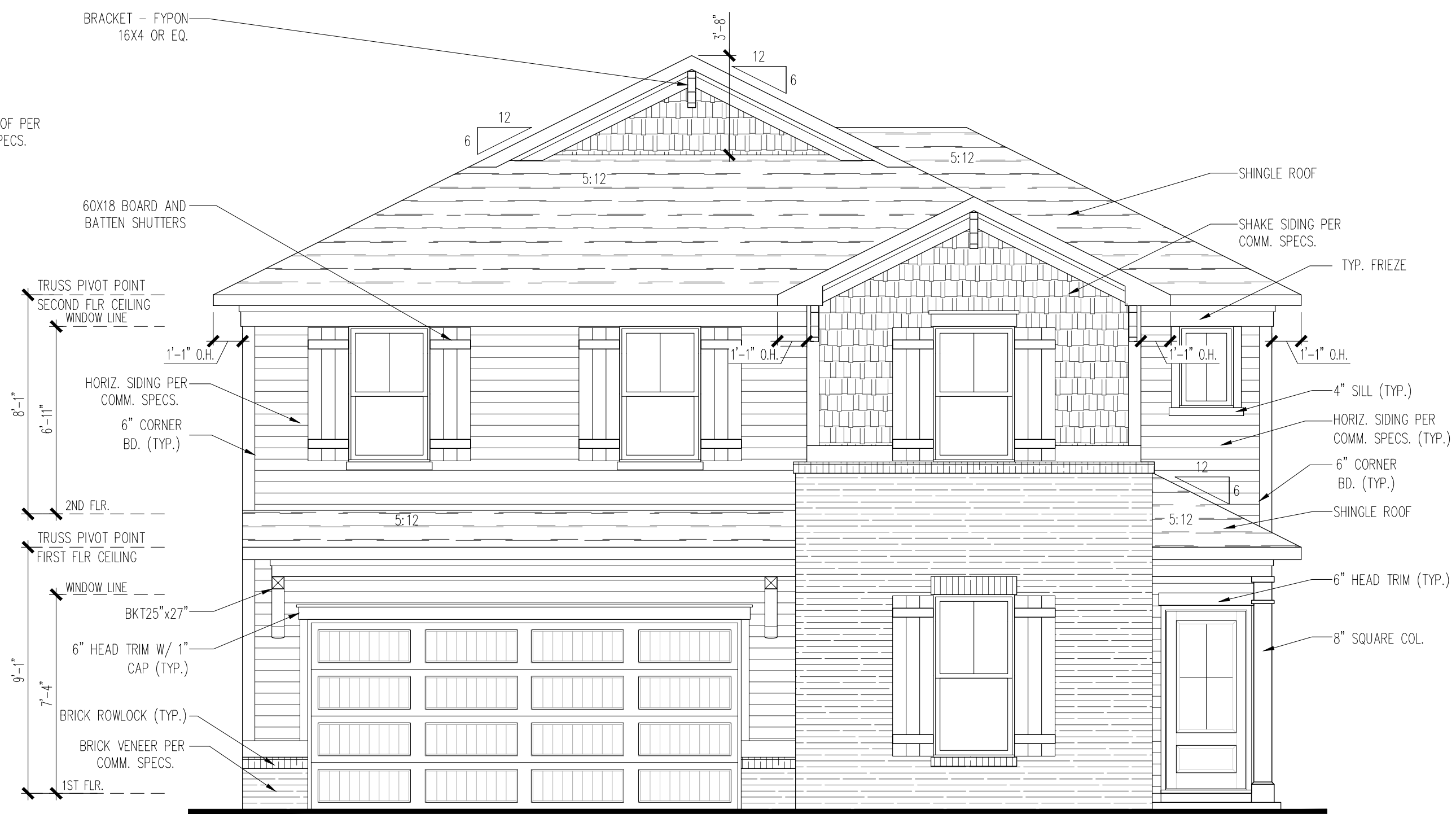
PLAN NAME
LEYTON

SHEET
3.20



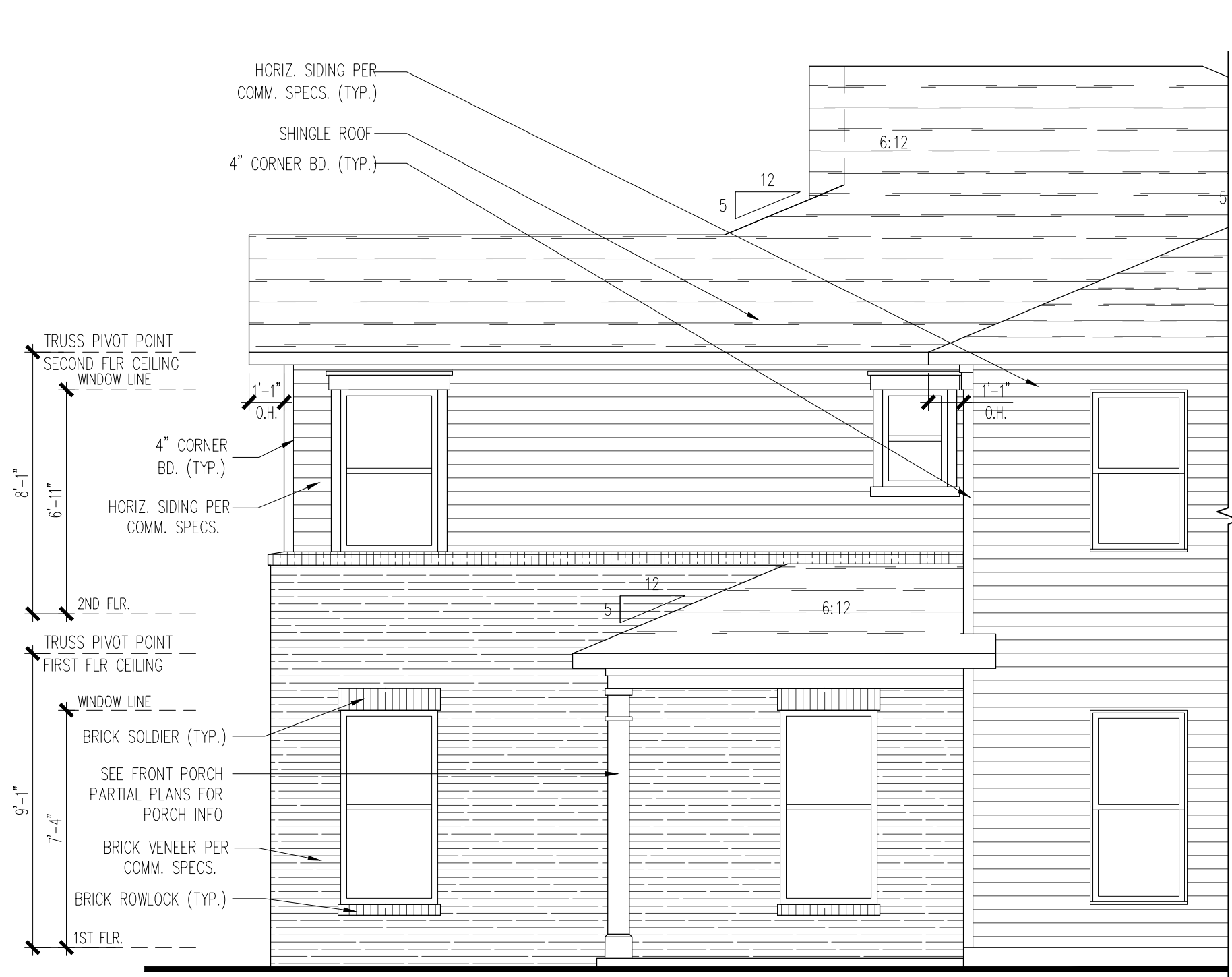
PARTIAL LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



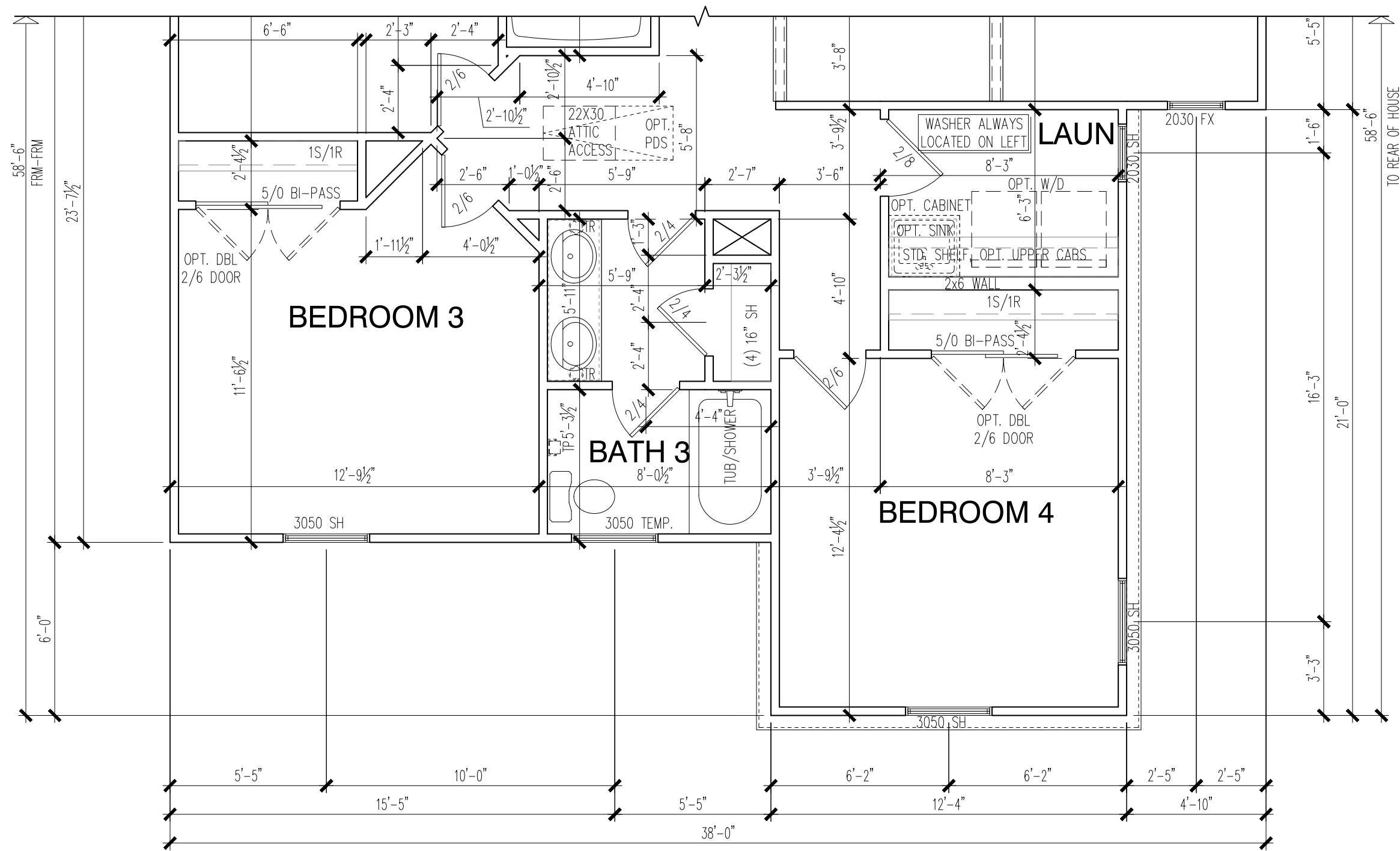
FRONT ELEVATION "3"

SCALE: 1/4" = 1'-0"



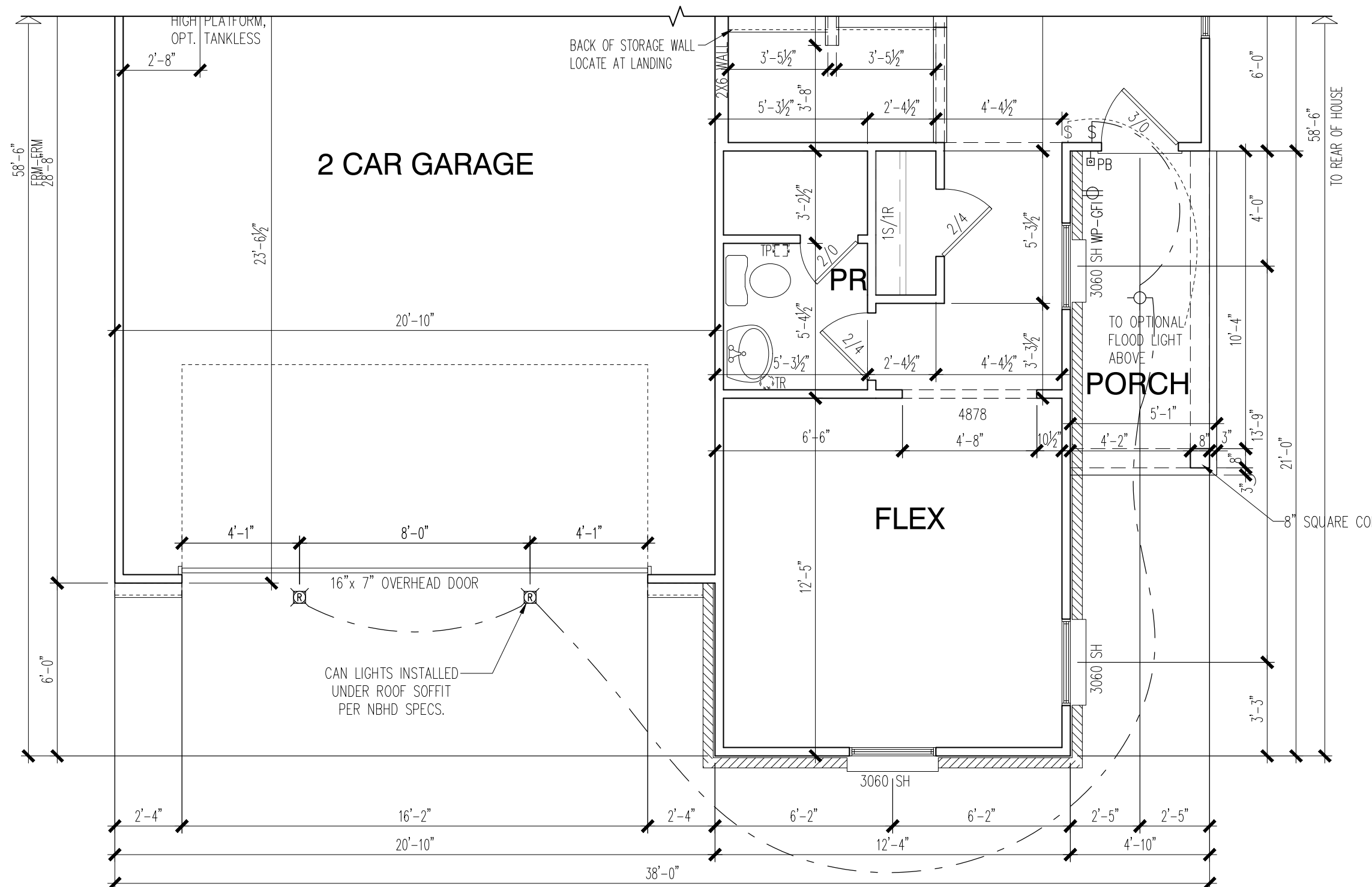
PARTIAL RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



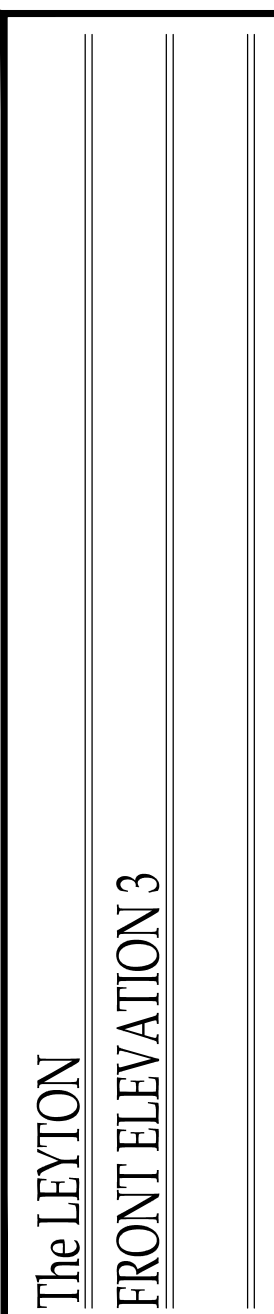
PARTIAL SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

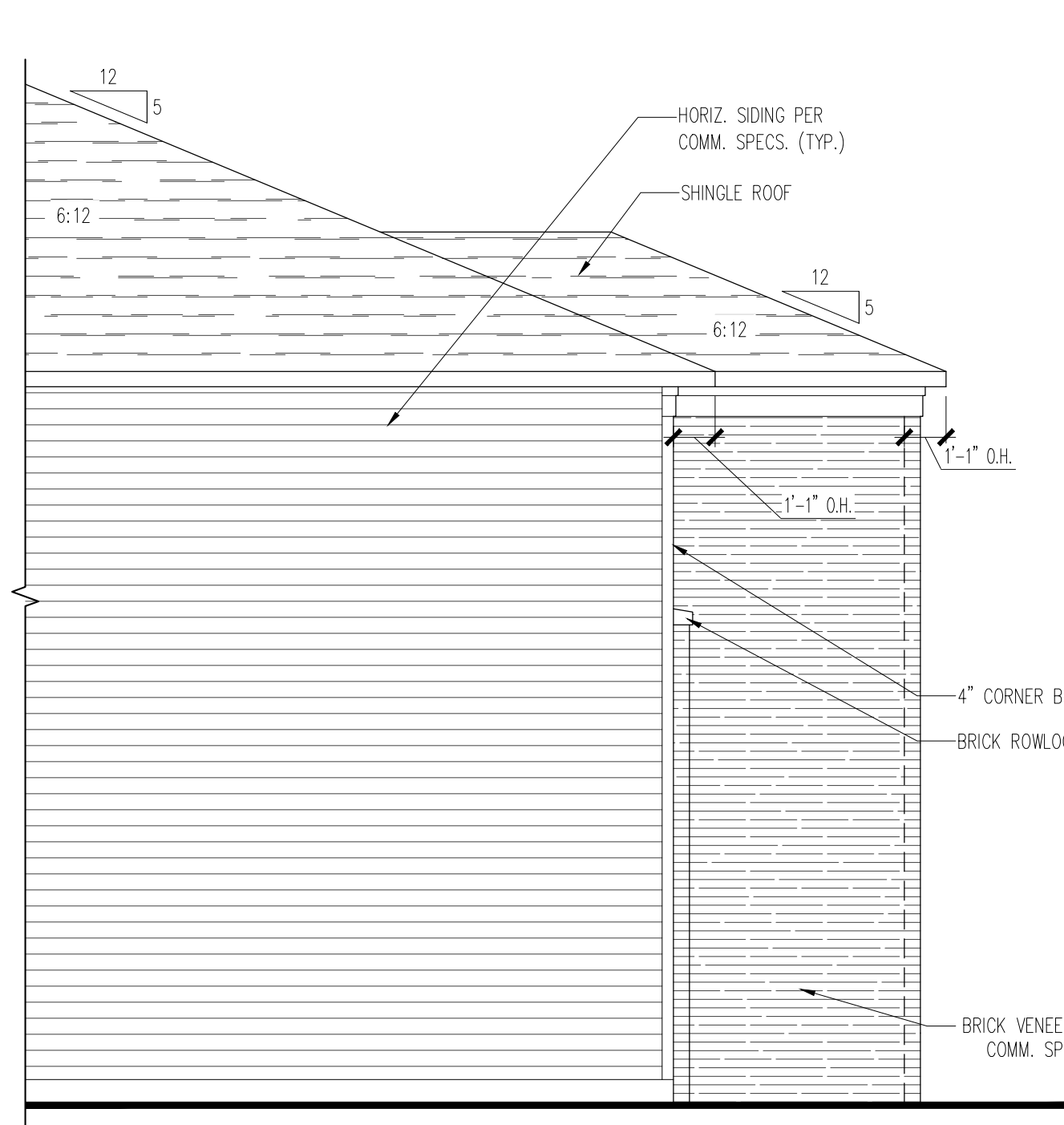


PRODUCT MANAGER	
INITIAL RELEASE DATE:	
REV#	DATE/DESCRIPTION
△	
△	
△	
△	
△	
△	

PROJECT TYPE
Single Family

PLAN NAME
LEYTON

SHEET
3.3.0



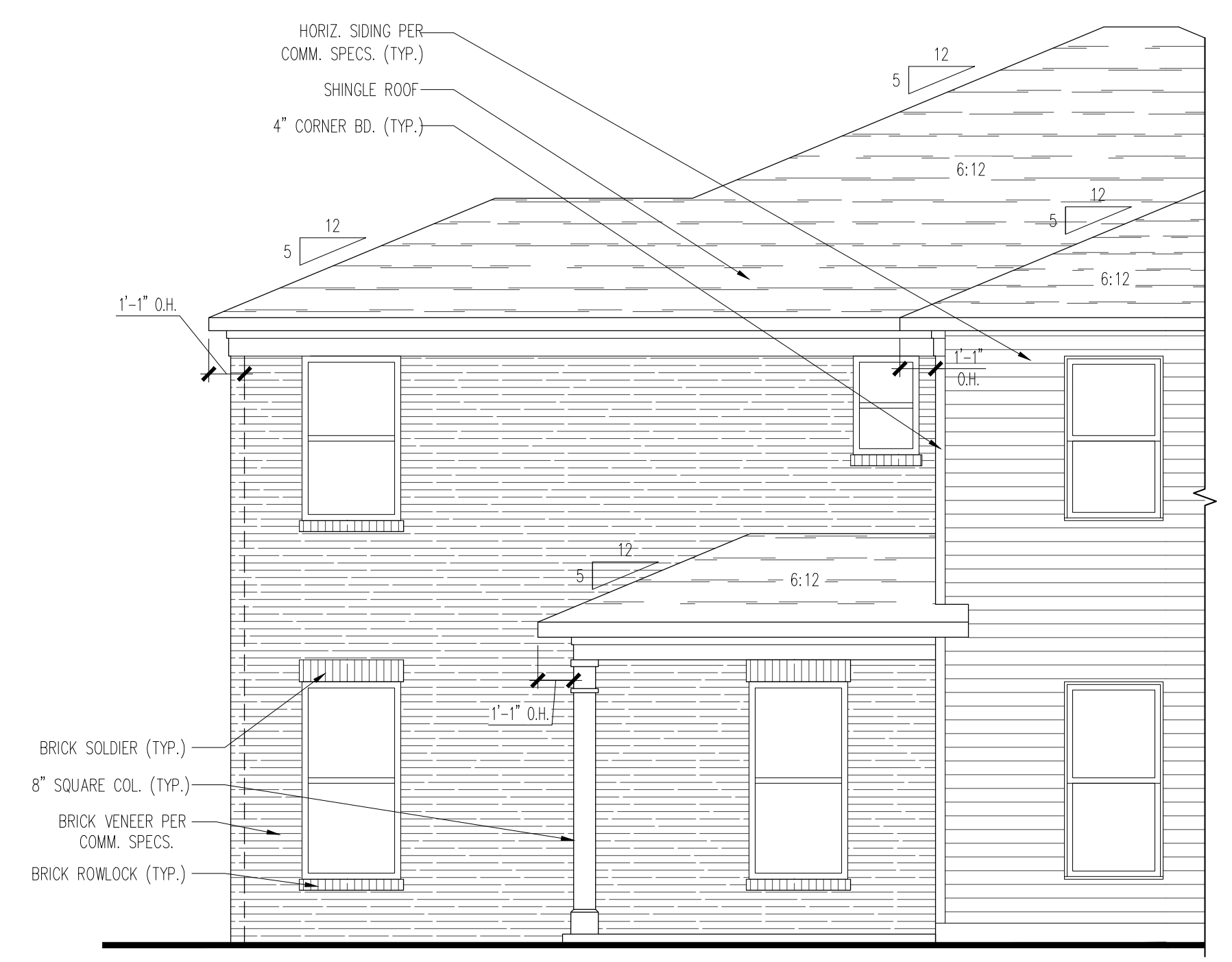
PARTIAL LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



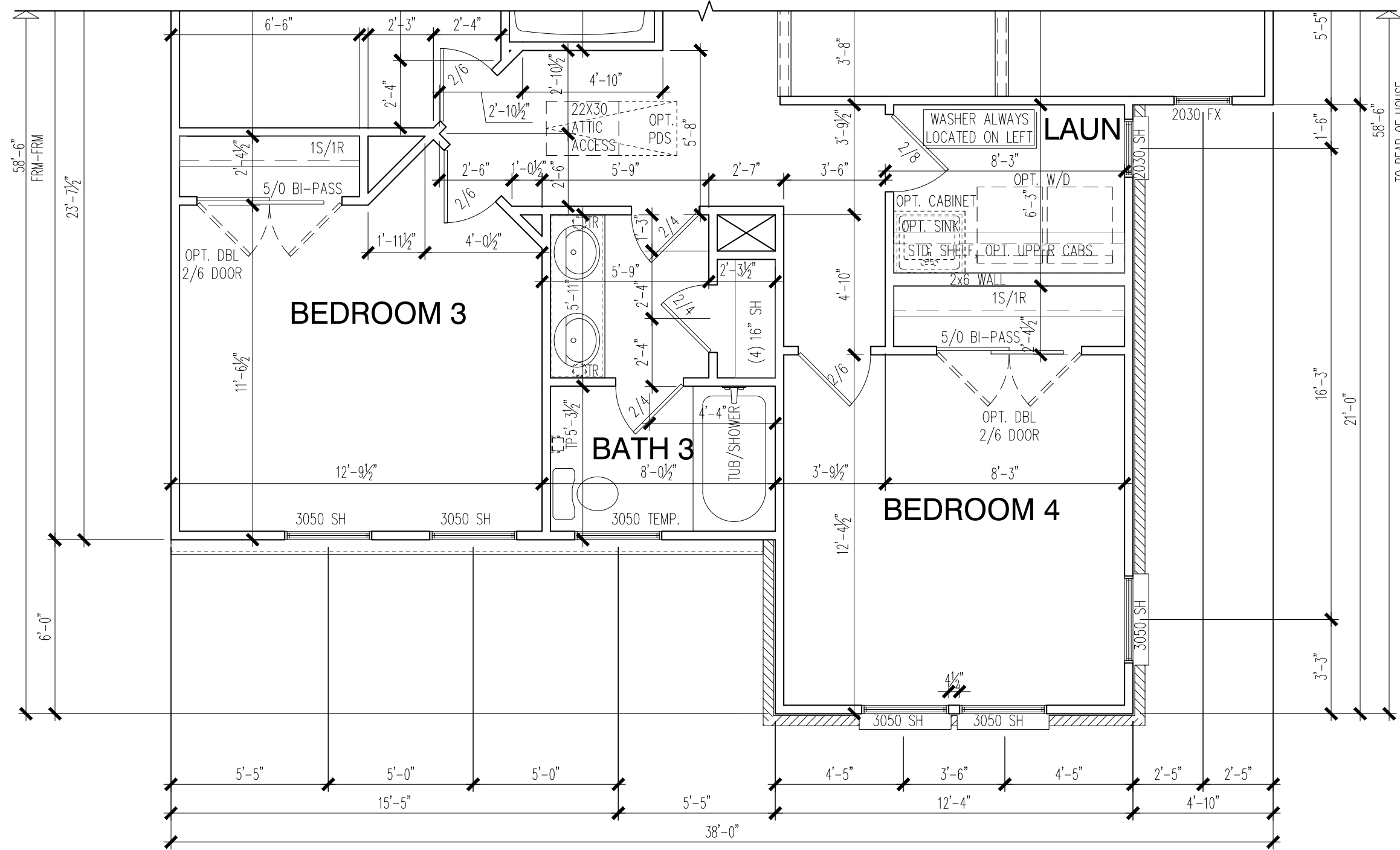
FRONT ELEVATION "4"

SCALE: 1/4" = 1'-0"



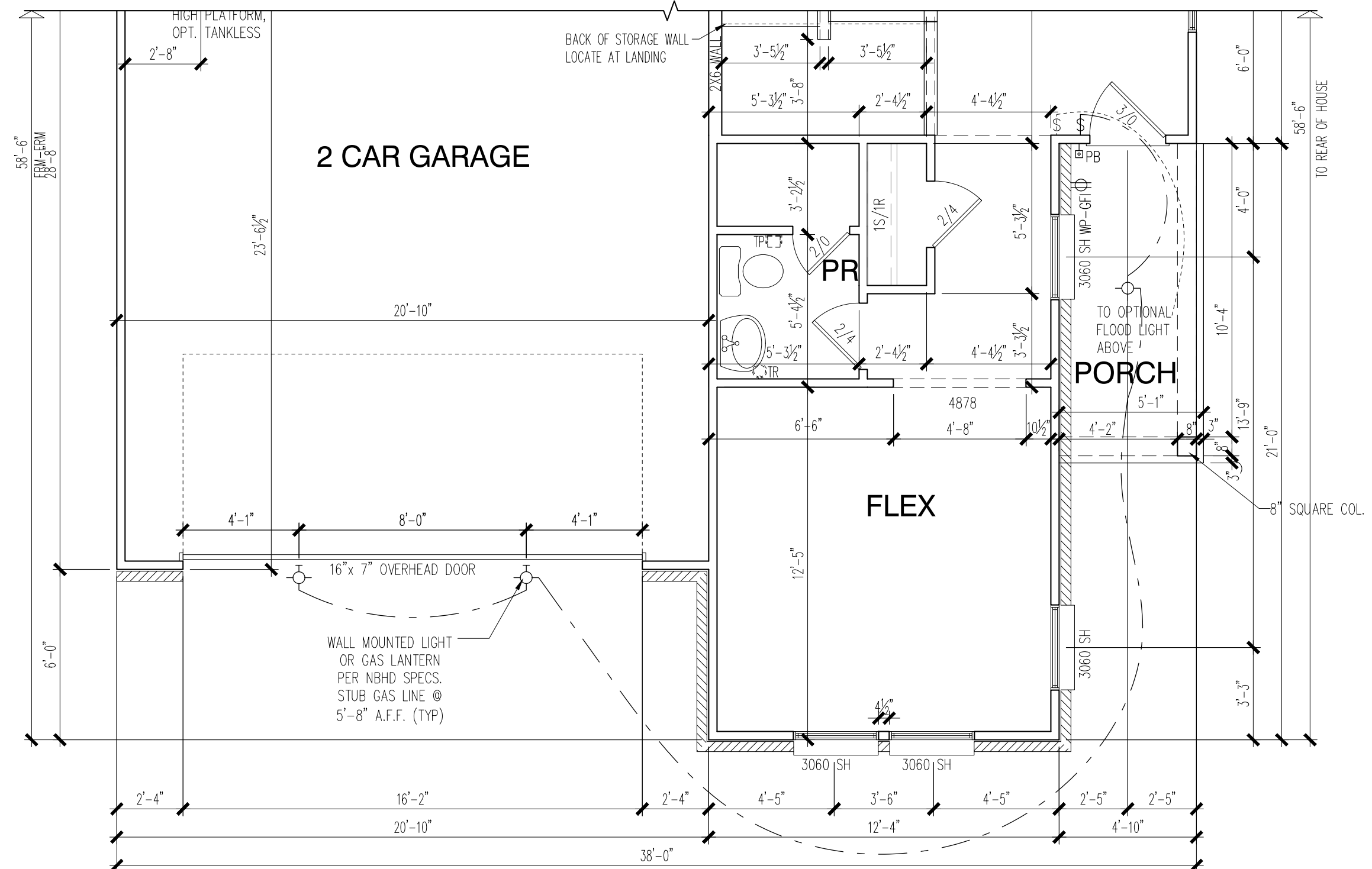
PARTIAL RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



PARTIAL SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

The LEYTON
FRONT ELEVATION 4

PRODUCT MANAGER	
INITIAL RELEASE DATE:	REV# DATE/DESCRIPTION

PROJECT TYPE
Single Family

PLAN NAME
LEYTON

SHEET
3.40

eFiled and eRecorded
DATE: 10/05/2023
TIME: 4:31 PM
DEED BOOK: 9379
PAGE: 105 - 108
FILING FEES: \$25.00
TRANSFER TAX: \$3,656.00
PARTICIPANT ID: 7495336524
PT61: 069-2023-006993
RECORDED BY: NB
CLERK: Charles Baker, C.S.C
Hall County, GA

After Recording, Return to:
Hughes White Kralicek Short
2300 Windy Ridge Parkway
Suite 570 South
Atlanta, Georgia 30339
Attention: R. Matthew Short, Esq.

Tax Map Parcel No. 15043 000001

LIMITED WARRANTY DEED

THIS INDENTURE is made as of the 4th day of October, 2023, by and between **KEITH R. BREEDLOVE** and **BRET CLARK** (collectively, the “Grantor”), and **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, as party of the second part (the “Grantee”) (“Grantor” and “Grantee” to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Grantor has and hereby does grant, bargain, sell and convey unto Grantee and the heirs, legal representatives, successors and assigns of Grantee all that tract or parcel of land lying and being in the Clinchem Militia District of Hall County, Georgia, as more particularly described on **Exhibit “A”** attached hereto and incorporated by this reference (the “Property”). This conveyance is made subject to the permitted exceptions shown on **Exhibit “B”** attached hereto and incorporated by this reference (the “Permitted Exceptions”).

TO HAVE AND TO HOLD the Property, together with all improvements thereon and any and all of 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 Grantee and the heirs, legal representatives, successors and assigns of Grantee forever IN FEE SIMPLE.

GRANTOR SHALL WARRANT and forever defend the right and title to the Property unto the Grantee and the heirs, legal representatives, successors and assigns of Grantee against the claims of all persons whomsoever claiming by, through or under Grantor.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]


IN WITNESS WHEREOF, Grantor has caused this deed to be executed under seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:


GRANTOR:



Unofficial Witness



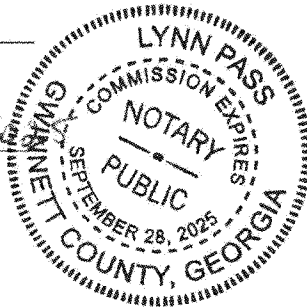
Keith R. Breedlove



Notary Public

My Commission Expires: 09-28-2025

[AFFIX NOTARIAL SEAL]




Signed, sealed and delivered
in the presence of:


GRANTOR:



Unofficial Witness



Bret Clark



Notary Public

My Commission Expires: 09-28-2025

[AFFIX NOTARIAL SEAL]

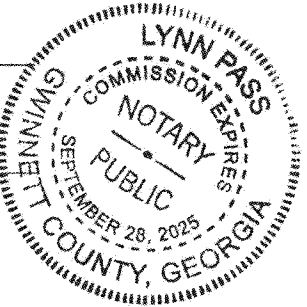


EXHIBIT "A"

Tax Parcel Map # 15043 000001

ALL THAT TRACT OR PARCEL OF LAND lying and being in CMD 392, Hall County, Georgia, containing 53.299 acres, more or less, as shown as Tract One on a plat of survey for Ellen Madge Reed, prepared by Bruce A. Codina, G.R.L.S. # 2889, dated January 14, 2008 and last revised October 16, 2008, and being more particularly described as follows:

BEGINNING at an iron pin set on the easterly right-of-way of Union Church Road (40 foot right-of-way), said pin being located South 05 degrees 31 minutes 55 seconds East 44.42 feet from the centerline intersection of Sycplechase Lane and Union Church Road; thence leaving said right-of-way proceed South 49 degrees 34 minutes 04 seconds East 938.69 feet along a barbed wire fence to an iron pin found; thence South 03 degrees 03 minutes 04 seconds East 1694.72 feet along a barbed wire fence to an iron pin found; thence North 75 degrees 11 minutes 58 seconds West 734.51 feet to an axle; thence North 75 degrees 33 minutes 21 seconds West 781.84 feet to an iron pin set on the easterly right-of-way of Union Church Road; thence along said right-of-way proceed along the arc of a curve an arc distance of 109.28 feet to a point (said curve having a radius of 2366.58 feet and being subtended by a chord bearing North 05 degrees 00 minutes 06 seconds East, a chord distance of 109.27 feet; thence North 08 degrees 10 minutes 47 seconds East 34.44 feet to an iron pin set; thence leaving said right-of-way proceed North 34 degrees 13 minutes 26 seconds East 176.86 feet to an iron pin found; thence North 40 degrees 58 minutes 19 seconds West 112.50 feet to an iron pin set on the easterly right-of-way of Union Church Road; thence along said right-of-way proceed North 06 degrees 20 minutes 43 seconds East 146.11 feet to a point; thence along the arc of a curve an arc distance of 522.45 feet to a point (said curve having a radius of 1582.45 feet and being subtended by a chord bearing North 15 degrees 48 minutes 13 seconds East, a chord distance of 520.08 feet); thence North 25 degrees 15 minutes 42 seconds East 357.85 feet to a point; thence along the arc of a curve an arc distance of 106.61 feet to a point (said curve having a radius of 1199.09 feet and being subtended by a chord bearing North 27 degrees 48 minutes 31 seconds East, a chord distance of 106.57); thence North 30 degrees 21 minutes 21 seconds East 329.15 feet to a point; thence along the arc of a curve an arc distance of 223.83 feet to an iron pin set (said curve having a radius of 6228.48 feet and being subtended by a chord bearing North 31 degrees 04 minutes 39 seconds East, a chord distance of 223.82 feet) and the TRUE POINT OF BEGINNING.

Subject property is also a portion of the following described real property:

All that tract or parcel of land lying and being in the Clinchem Militia District, Hall County, Georgia, containing 63.6 acres more-or-less and being the same property described and conveyed in a Warranty Deed from Edward C. Reed to Marvel Reed, Horace Reed, Blanche Reed and Ellen Reed dated April 24, 1950 and recorded in Deed Book 124, Page 500 of said records, less and except approximately 1.00 acre sold to John S. Cooper and Cathy O. Cooper by Warranty Deed filed on December 22, 1997 and recorded in Deed Book 3050, Pages 192-194 of said records, which deeds are incorporated herein by reference. Tract Two is designated as Tax Map 15-043-000-001 according to the present Hall County Tax Map system and is known as 4670 Union Church Road according to the present system of numbering of Hall County, Georgia.

The above described property was conveyed in an Executrix' Deed of Assent dated October 30, 2007 from Ellen Madge Reed, as Executrix of the Estates of Marvel Modean Reed, deceased, Horace Flynn Reed, deceased, and Blanche Janet Reed, deceased to Ellen Madge Reed, individually and recorded in Deed Book 6205, Pages 590-592 of said records.

LESS AND EXCEPT all that tract or parcel of land conveyed in that Warranty Deed from Marvel Reed, *et al.*, to John S. Cooper and Kathy L. Cooper, dated [], 1997, and recorded at Deed Book 3050, page 192, Hall County, Georgia Records.

FURTHER LESS AND EXCEPT all that tract or parcel of land conveyed in that Limited Warranty Deed from Chestnut Mountain Ltd., LLC to Kathy L. Cooper, dated June 12, 2018, and recorded at Deed book 8102, page 481, Hall County, Georgia Records

EXHIBIT “B”

Permitted Exceptions

1. Ad valorem real property taxes for the calendar year 2024, and all years subsequent thereto, and those taxes that become due or payable subsequent to Date of Policy, none of which are liens due or payable.
2. Rights of upper and lower riparian owners in and to the waters of springs and branches crossing or adjoining subject property, free from diminution or pollution.
3. The following matters as shown on that ALTA/NSPS Land Title Survey for Pulte Home Company, LLC by Maxwell-Reddick and Associates, dated May 10, 2023, and identified as Job No. 2023-93:
 - a. 4’ barbed wire fence running along and crossing the northerly and easterly boundary lines of subject property.

SECRETARY’S CERTIFICATE

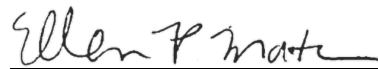
July 31, 2023

The undersigned, being the duly elected and qualified Secretary of Pulte Home Company, LLC, a Michigan limited liability company (the “Corporation”), which was formerly known as Pulte Home Corporation until December 31, 2016, does hereby certify that she has access to the records of the Company, and that as of the date hereof:

1. Exhibit A to this Certificate is a true, accurate, and current copy of the Pulte Home Company, LLC Signing Power Resolutions, as adopted by the Board of Managers of the Company on January 1, 2017; and,
2. Exhibit B to this Certificate is a true, accurate, and current copy of the Delegation of Authority, as executed in accordance with Exhibit A, by Chadrick Plunkett, in his former capacity as Southeast Area Vice President on behalf of Julie Solorio; and,
3. The following is a list of certain persons who are officers, managers, or employees of the Company in the Georgia Division of the Southeast Area, holding the positions in the Company set forth next to each person’s name.

<u>Name</u>	<u>Title</u>
Richard McCormick	Southeast Area President
Brian Yonaley	Southeast Area Vice President of Finance
Chadrick Plunkett	Division President
Brian Suker	Division Vice President Finance
C. Jason Garrett	Division Vice President of Land Planning and Development
Garen Smith	Division Vice President of Land Acquisition
Charles Norris	Division Vice President of Land Acquisition
Kelly Suits	Division Vice President of Sales
Matthew Fabre	Division Vice President of Procurement
Teyi Lawson	Division Vice President of Construction
Macy White	Division Controller I
Dawn Watson	Division General Sales Manager
Rajat Agarwal	Division General Sales Manager
James Gagnier	Division Director of Sales ¹
Nia Shabazz	Division Closing/Homebuyer Coordinator
Julie Solorio	Division Manager of Sales Administration acting as Authorized Representative for Closing/Homebuyer Coordinator

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first written above.



 Ellen Padesky Maturen
 Secretary

¹ For the purpose of Exhibit A to this Certificate, signing authority is the same as the Division General Sales Manager.

EXHIBIT A

PULTE HOME COMPANY, LLC

SIGNING POWER RESOLUTIONS

A. DEFINITIONS.

As used in these resolutions:

“signing power” means the power and authority to execute and deliver an agreement, instrument or other document.

“General Signing Power” means signing power relating to the ordinary course of business of PULTE HOME COMPANY, LLC (the “Company”) generally, without restriction to a particular Division or project, both in the Company’s own capacity and in any instances where it is the managing partner or managing member of a joint venture (the “Partnership”).

“Division Specific Signing Power” means signing power relating only to the ordinary course of business of a Division over which the officer, manager, or employee in question has management responsibility, both in the Company’s own capacity and as managing partner or managing member of the Partnership.

B. PURPOSE.

The purpose of these resolutions is to establish the signing power of certain employees of the Company, both in the Company’s own capacity and as managing partner or managing member of the Partnership. Copies of these resolutions may be delivered to title companies and other parties who require evidence of the signing power of an employee. No employee of the Company may subdelegate his or her signing power except as expressly provided in these resolutions by use of the words: “Other title(s) or person(s) designated in writing by . . .”.

C. RESOLUTIONS.

RESOLVED, that the following officers, managers, or employees of the Company shall have the General Signing Power or the Division Specific Signing Power , as indicated in the charts below:

EXHIBIT A

Development of Real Property

- I. General Development. Applications, tentative and final subdivision plats and maps, development agreements, land development agreements, amenity contractor agreements and all other documents that are relevant or incident to the development of real property in which the Company or the Partnership has any interest, other than documents contemplated in part VI below:

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land
Executive Vice President	Division President
Senior Vice President	Division VP/Director Finance
Vice President	Division VP/Director of Land Development/Acquisition

House Construction Agreements. Contractor agreements, construction agreements, contracts, purchase orders, pricing schedules, scopes of work and all other documents that are relevant or incident to the construction of residential homes and amenities thereto in which the Company or the Partnership has any interest, other than documents contemplated in the paragraph immediately above this one:

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Construction Operations
Executive Vice President	Area Purchasing Director
Senior Vice President	Division President
Vice President	Division VP/Director Finance
	Division VP/Director of Construction Operations
	Division Purchasing Director/Manager

EXHIBIT A

Construction Documents Agreements. Professional Services agreements – Architecture, Professional Services Agreements – Consultants, contracts, pricing schedules, scopes of work and all other documents that are relevant or incident to the development and jurisdictional approval of construction documents used to build residential homes and amenities thereto in which the Company or the Partnership has any interest, other than documents contemplated in the paragraph immediately above this one:

<i>General Signing Power</i>	<i>Home Office – Area- Zone-Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Division President
Executive Vice President	Division VP/Director Finance
Senior Vice President	Division VP/Director of Construction Operations
	Area Director of Product Development
Vice President	Product Development Project Manager
	Division Product Manager
	National VP of Product Development
	National Director of Design
	National Design Manager
	National Product Manager

Storm Water Management

- II. Notices of intent, notices of termination, storm water pollution prevention plans, reports, certifications or other documentation that is relevant or incident to storm water management and erosion control in the development of real property and/or construction of homes in which the Company or the Partnership has any interest.

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land
Executive Vice President	Division President
Senior Vice President	Division VP/Director Finance

EXHIBIT A

Vice President	Division VP/Director of Land Development/Acquisition
	Division Storm Water Compliance Representative

Sale and Closing of Residential Homes or Lots

III. Contracts for the sale of residential homes or lots to consumers (not to another business).

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Division President
Executive Vice President	Division VP/Director Finance
Senior Vice President	Division Controller
Vice President	Division VP of Sales
	General Sales Manager
	Closing/Homebuyer Coordinator
	Other title(s) or person(s) designated in writing by either the Area President or Area VP Finance

IV. Deeds of conveyance and all other documents that are relevant or incident to the sale and closing of residential homes or lots to consumers (not to another business), including any mortgage-related documents, such as buydown agreements or other relevant documents.

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance

EXHIBIT A

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
President	Division President
Executive Vice President	Division VP/Director Finance
Senior Vice President	Division Controller
Vice President	Division VP of Sales
	General Sales Manager
	Closing/Homebuyer Coordinator
	Other title(s) or person(s) designated in writing by either the Area President or Area VP Finance

Closing of the Purchase and Sale of Real Property

- V. Contracts, deeds and all other closing documents for the purchase or sale of real property (other than the sale and closing of residential homes or lots to consumers).

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land
Executive Vice President	Division President
Senior Vice President and General Counsel	Division VP/Director of Finance
Other title(s) or person(s) designated in writing by resolution(s) of the Board of Directors	Division VP of Land Development/Acquisition

Real Property Financing and Land Banking Transactions

EXHIBIT A

- VI. Documents related to any of the following real property financings and land banking transactions:
- a. Traditional Financing. Loan agreements, security agreements, promissory notes, deeds of trust and all other documents that are relevant or incident to the financing of the purchase and/or development of real property.
 - b. Special Taxing District Financing. Loan agreements, security agreements, promissory notes, deeds of trust and all other documents under which the Company or the Partnership is a party that are relevant or incident to a Special Taxing District Financing (defined below), other than documents contemplated in Guarantees and Environmental Indemnities.

 “Special Taxing District Financing” means a financing through the issuance of bonds by a community development district, community facilities district, municipal utility district, county or municipal improvement district, tax incremental district or other similar special purpose unit of local government.
 - c. Guarantees and Environmental Indemnities. Guarantees of payment or performance of the obligations of another entity (whether in the form of a payment guaranty, indemnity or other document), maintenance or remarking guarantees and environmental indemnities in connection with development financing.
 - d. Land Banking Transactions. Assignments of contracts to purchase real property, options to purchase real property, development agreements and other documents evidencing arrangements with an intermediary, such as a land banker, to purchase or develop real property.

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chief Financial Officer of the publicly traded ultimate parent	
Treasurer of the publicly traded ultimate parent	

Licenses

- VII. Documents necessary to obtain licenses and department of real estate public reports or similar documents in California and other states (such as, without limitation, Arizona and Nevada).

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land

EXHIBIT A

Executive Vice President	Division President
Senior Vice President	Division VP/Director of Finance
Vice President	Division VP/Director Sales
	Division VP of Construction Operations
	Area VP/Division VP/Director Land Acquisition/Development

CC&Rs

VIII. Restrictive covenants, conditions, restrictions, easements and other similar rights or restrictions, commonly known as CC&Rs, affecting real property or improvements on real property, and documents relating to CC&Rs, such as the organizational documents for the related homeowners' or property owners' association.

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land
Executive Vice President	Division President
Senior Vice President	Division VP/Director Finance
Vice President	Division VP/Director Land Acquisition/Development

RESOLVED FURTHER, that all lawful acts specifically described in the immediately preceding resolution, undertaken prior to the adoption of these resolutions, in the Company's own capacity or as managing partner or managing member of the Partnership, are hereby ratified, confirmed and adopted by the Company.

RESOLVED FURTHER, that any Signing Power Resolutions or Powers of Attorney and Grants of Agency previously issued or adopted by the Company are hereby terminated, revoked and superseded in their entirety by these resolutions.

Effective as of January 1, 2017.

* * * * *

EXHIBIT B

**DELEGATION OF AUTHORITY
BY AREA VICE PRESIDENT
OF
PULTE HOME COMPANY, LLC**

Section C III & IV of the resolution adopted by Pulte Home Corporation (the "Company") as of January 1, 2017, and attached hereto as Exhibit A (the "Authorizing Resolutions"), provides that the Area President or the Area Vice President of the Company may designate in writing a person to execute contracts for the sale of residential homes or lots to consumers and deeds of conveyance and all other documents that are relevant or incident to the sale and closing of residential homes or lots to consumers, including any mortgage related documents, such as buydown agreements or other relevant documents.

I, Chadrick Plunkett, in my capacity as the Southeast Area Vice President of Finance of the Company, hereby designate Julie Solorio, Manager of Sales Administration of the Georgia Division, to act in the capacity of a Closing/Homebuyer Coordinator so as to execute any contracts for the sale of residential homes or lots or consumers and any deeds of conveyance and all other documents that are relevant or incident to the sale and closing of residential homes or lots to consumers, including any mortgage related documents, such as buydown agreements or other relevant documents on behalf of the Georgia Division of the Company. This designation shall be effective as of March 12, 2018, and shall terminate the earlier of (1) when said employee is no longer employed by the Georgia Division, or (2) when such designation is revoked in writing by the Area President or Area Vice President of the Company.

Date: March 12, 2018



Chadrick Plunkett, Southeast Area Vice President of Finance

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Monday, December 11, 2023 9:49 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 1.16.23

Please find Environmental Health comments below:

Item 1, 1047 Jordan Drive, Williams: No comment, public sewer.

Item 2, 9 Mike Drive, Romero: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 3, 3580/3526 Poplar Springs Rd, 3601 Pierce, Clayton Properties: No comment, public sewer.

Item 4, 4363 Sardis Road, Grace of Georgia: No comment, public sewer.

Item 5, 4670 Union Church, Ridgeline: No comment, public sewer.

Item 6, 2554 White Sulphur, CMWB Company: No comment, public sewer.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (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)

Subject: FW: Tentative Planning Agenda for January 16, 2024

From: Chavers, Veronica E <VChavers@dot.ga.gov>

Sent: Thursday, December 14, 2023 2:45 PM

To: Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>; Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>

Subject: RE: Tentative Planning Agenda for January 16, 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 in red below

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>

Sent: Thursday, December 7, 2023 3:11 PM

Subject: Tentative Planning Agenda for January 16, 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.

Good afternoon –

Here is the Tentative Agenda and Maps for the **Tuesday, January 16, 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 **Thursday, December 14th**. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – January 2, 2023

NEW BUSINESS

1. [1047 Jordan Drive | Variance | 17.240.010 to reduce the front yard setback requirement from 55 feet to 31 feet from centerline of road | on a 0.25± acre tract located on the south side of Jordan Drive, approximately 232 feet from its intersection with Cooley Drive | Zoned R-II, Tax Parcel 00140A000023 & 22 | Proposed Use: bring an existing deck into compliance | * Commission District 4 | Ricky Williams, applicant. No GDOT coordination required](#)
2. [9 Mike Drive | Variance | 17.240.010 to reduce the rear yard setback requirement from 20 feet to 10 feet from property line | on a 0.56± acre tract located at the corner of Mike Drive and Ophelia Drive | Zoned R-I, Tax Parcel 08014 003011 | Proposed Use: being an existing accessory building into compliance | * Commission District 4 | Efrain Romero, applicant. No GDOT coordination required](#)

3. [3580 and 3526 Poplar Springs Road and 3601 Pierce Drive | Amend Conditions of a PRD](#) | on a combined 97.48± acre tract located on the south side of the Poplar Springs Road at its intersection with Poplar Springs Church Road | Zoned PRD; Tax Parcel 15036A000001, 000003 & 000011 | **Proposed Use: 192-lot single-family development** | ** Commission District 1 | [Clint Dixon for Clayton Properties Group, Inc, applicant.](#) **GDOT coordination required for driveway access on Poplar Springs Rd**
4. [4363 Sardis Road | Rezone](#) | from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on a on a 41.71± acre parcel located on the west side of Sardis Road, approximately 361 feet from its intersection with Short Road | Zoned AR-III; Tax Parcel 10075 000004 | **Proposed use: 125-lot single-family development** | ** Commission District 2 | [Grace of Georgia Developments, LLC, applicant.](#) **No GDOT coordination required**
5. [4670 Union Church Road | Amend Conditions of a PRD](#) | on a 50.75± acre tract located on the east side of Union Church Road, approximately 166 feet from its intersection with Steeple Chase Lane | Zoned PRD; Tax Parcel 15043 000001 | **Proposed Use: 100-lot single-family development** | ** Commission District 1 | [Ridgeline Land Planning, Inc. applicant.](#) **No GDOT coordination required**
6. [2554 White Sulphur Road | Rezone](#) | from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) | on a 11.94± acre tract on the east side of White Sulphur Road, approximately 230 feet from its intersection with Ramsey Circle | Zoned AR-III; Tax Parcel 15020C000005 | **Proposed Use: 53-unit townhome development** | ** Commission District 3 | [CMWB Company, LLC, applicant.](#) **No GDOT coordination required**

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, February 22, 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 22, 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/trafficking-in-georgia>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.



Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

From: Bill Nash, Director of Public Works and Utilities

Date: December 15, 2023

t: 770.531.6800 | f: 770.531.3945

Subject: January 16, 2024 - Hall County Planning Commission Agenda

DIRECTOR
Srikanth Yamala

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the January 16, 2024 meeting. Upon review, we provide the following comments.

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

NEW BUSINESS

1. [1047 Jordan Drive | Variance | 17.240.010 to reduce the front yard setback requirement from 55 feet to 31 feet from centerline of road | on a 0.25± acre tract located on the south side of Jordan Drive, approximately 232 feet from its intersection with Cooley Drive | Zoned R-II, Tax Parcel 00140A000023 & 22 | Proposed Use: bring an existing deck into compliance | * Commission District 4 | Ricky Williams, applicant.](#)
 - a. **Engineering:** No Comment
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

2. [9 Mike Drive | Variance | 17.240.010 to reduce the rear yard setback requirement from 20 feet to 10 feet from property line | on a 0.56± acre tract located at the corner of Mike Drive and Ophelia Drive | Zoned R-I, Tax Parcel 08014 003011 | Proposed Use: being an existing accessory building into compliance | * Commission District 4 | Efrain Romero, applicant.](#)
 - a. **Engineering:** No Comment
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

3. [3580 and 3526 Poplar Springs Road and 3601 Pierce Drive | Amend Conditions of a PRD | on a combined 97.48± acre tract located on the south side of the Poplar Springs Road at its intersection with Poplar Springs Church Road | Zoned PRD; Tax Parcel 15036A000001, 000003 & 000011 | Proposed Use: 192-lot single-family development | ** Commission District 1 | Clint Dixon for Clayton Properties Group, Inc, applicant.](#)
 - a. **Engineering:** Show FEMA and Hall County studied Flood plains that are present on site
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:** GDOT permit for access off Poplar Spring Rd.
 - c. **Utilities:** City of Oakwood
4. [4363 Sardis Road | Rezone | from Agricultural Residential III \(AR-III\) to Planned Residential Development \(PRD\) on a on a 41.71± acre parcel located on the west side of Sardis Road, approximately 361 feet from its intersection with Short Road | Zoned AR-III; Tax Parcel 10075 000004 | Proposed use: 125-lot single-family development | ** Commission District 2 | Grace of Georgia Developments, LLC, applicant.](#)
- a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
Show stream buffer and impervious setback from wretched vegetation not centerline of stream
 - b. **Traffic:** Per Hall County code 16.60.290, a left turn lane (in addition to a decel lane) is required.
Roadways depicted in the site do not meet Hall County subdivision regulations (Hall County Code Title 16). Any variances to these regulations will need to specific, justified and considered/approved during the rezoning process.
Dual cul-de-sacs depicted on one roadway is not permitted.
No parking spaces along roadways permitted. Mail kiosk site will need to be modified per our typical.
 - c. **Utilities:** Hall County/ Gainesville sewer district- no connection within feasible distance.
5. [4670 Union Church Road | Amend Conditions of a PRD | on a 50.75± acre tract located on the east side of Union Church Road, approximately 166 feet from its intersection with Steeple Chase Lane | Zoned PRD; Tax Parcel 15043 000001 | Proposed Use: 100-lot single-family development | ** Commission District 1 | Ridgeline Land Planning, Inc. 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:** No Comment
6. [2554 White Sulphur Road | Rezone | from Agricultural Residential III \(AR-III\) to Planned Residential Development \(PRD\) | on a 11.94± acre tract on the east side of White Sulphur Road, approximately 230 feet from its intersection with Ramsey Circle | Zoned AR-III; Tax Parcel 15020C000005 | Proposed Use: 53-unit townhome development | ** Commission District 3 | CMWB Company, LLC, applicant.](#)
- a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
Show stream buffer and impervious setback from wretched vegetation not centerline of stream.

- b. **Traffic:** Access along White Sulphur Road must be reviewed/approved/permited through the City of Gainesville. Internal roadways depicted in the site plan do not meet Hall County regulations (hall County Code Title 16). Any variance will need to be specific, justified and considered/approved during the rezoning process. This would include, but not be limited to, curve radius, no dead end roads, etc.
On street parking spaces are not permitted by Hall County code.
Mail kiosk design does not meet county requirements.
- c. **Utilities:** City of Gainesville sewer district

Anael Dominguez (CDI: Planning)

From: John Tucker (Fire Services)
Sent: Tuesday, December 12, 2023 4:18 PM
To: John Hornick (Fire Services); Michael Vieira (Fire Services); Jeff Suggs (Fire Services); Cacey B. Henderson (Fire Services)
Cc: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Subject: RE: Tentative Planning Agenda for January 16, 2024

1. [4670 Union Church Road | Amend Conditions of a PRD | on a 50.75± acre tract located on the east side of Union Church Road, approximately 166 feet from its intersection with Steeple Chase Lane | Zoned PRD; Tax Parcel 15043 000001 | Proposed Use: 100-lot single-family development | ** Commission District 1 | Ridgeline Land Planning, Inc. applicant.](#)

Fire department comments. There are too many sites for a single access road. 120-3-3 appendix D. There are no proposed hydrants in the subdivision.

1. [2554 White Sulphur Road | Rezone | from Agricultural Residential III \(AR-III\) to Planned Residential Development \(PRD\) | on a 11.94± acre tract on the east side of White Sulphur Road, approximately 230 feet from its intersection with Ramsey Circle | Zoned AR-III; Tax Parcel 15020C000005 | Proposed Use: 53-unit townhome development | ** Commission District 3 | CMWB Company, LLC, applicant.](#)

Fire department comments. There are no proposed hydrants. There are no road widths listed on the plans to see if they meet IFC 2018 requirements. There is no scale to measure distances. Plans are not stamped by architect.

1. [4363 Sardis Road | Rezone | from Agricultural Residential III \(AR-III\) to Planned Residential Development \(PRD\) on a on a 41.71± acre parcel located on the west side of Sardis Road, approximately 361 feet from its intersection with Short Road | Zoned AR-III; Tax Parcel 10075 000004 | Proposed use: 125-lot single-family development | ** Commission District 2 | Grace of Georgia Developments, LLC, applicant.](#)

Fire department comments, There are no proposed hydrants in the subdivision.

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Fire department has no comments on this proposal.

1. [1047 Jordan Drive | Variance | 17.240.010 to reduce the front yard setback requirement from 55 feet to 31 feet from centerline of road | on a 0.25± acre tract located on the south side of Jordan Drive, approximately 232 feet from its intersection with Cooley Drive | Zoned R-II, Tax Parcel 00140A000023 & 22 | Proposed Use: bring an existing deck into compliance | * Commission District 4 | Ricky Williams, applicant.](#)

Fire department has no comments on this proposal.



ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: RIDGELINE LAND PLANNING
REQUEST: AMEND CONDITIONS OF A PRD FOR A 100-LOT SINGLE-FAMILY DEVELOPMENT
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION: Date: JAN 16, 2024 Time: 5:15 P.M.
COUNTY COMMISSION: Date: FEB 22, 2024 Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 202 BROWN BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

Jan 4, 2024 09:14:27
4713 Union Church Road
Flowery Branch
Hall County
Georgia

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY TO AMEND THE ZONING REGULATIONS AS THEY APPLY TO THIS PROJECT.
APPLICANT: RIDGELINE LAND PLANNING
PROJECT: AMEND CONDITIONS OF A PRO FOR A 100-LOT SINGLE-FAMILY DEVELOPMENT
PUBLIC HEARING WILL BE HELD ON:
Date: JAN 16, 2024 & Date: FEB 22, 2024
Time: 5:15 p.m. & Time: 6:00 p.m.
FOR MORE INFORMATION CALL: (770) 81-8887

Jan 4, 2024 09:15:10
4628 Union Church Road
Flowery Branch
Hall County
Georgia



AGENDA ITEM

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

REPORT TO: Work Session (02/19/24)

REPORT TO: Voting Meeting (02/22/24)

ITEM NO: 53/2024

SUBJECT: **4363 Sardis Road | Rezone** | from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on a on a 41.71± acre parcel located on the west side of Sardis Road, approximately 361 feet from its intersection with Short Road | Zoned AR-III; Tax Parcel 10075 000004 | **Proposed use: 125-lot single-family residential development** | Commission District 2 | **Grace of Georgia Developments, LLC, applicant.**

Meetings:

Work Session Date: 02/19/24

Voting Meeting Date: 02/22/24

Executive Summary:

Presenter: BG
Recommendation: Denial.

Purpose of Request: **4363 Sardis Road | Rezone** | from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on a on a 41.71± acre parcel located on the west side of Sardis Road, approximately 361 feet from its intersection with Short Road | Zoned AR-III; Tax Parcel 10075 000004 | **Proposed use: 125-lot single-family residential development** | Commission District 2 | **Grace of Georgia Developments, LLC, applicant.**

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
AD	BG	WLI	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Application
BOC Supporting Statement
Narrative
Narrative Supplemental
Updated Site Plan 1-30-2024
Updated Site Plan 1-13-2024
Final Landscape Plan as of 2-16-2024
Original Site Plan
Maps
Sewer Line Extension Proposal/Confirmation from Gainesville
Updated Sewer Extension Route
Original Sewer Extension Route
Agreement to Annex for Sewer
Traffic Impact Study
Lot Size Distribution Chart
Renderings
Deed
Community Meeting Information
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Public Comments
Online Public Comment (1)
Notice Sign Photos



Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

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

From: Randi Doveton, Director of Planning & Development

Date: February 5, 2024

Subject: **4363 Sardis Road | Rezone** | from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on a on a 41.71± acre parcel | **Proposed use: 125-lot single-family residential development | Grace of Georgia Developments, LLC, applicant.**

The request before you is the request of Grace of Georgia Developments, LLC to Rezone from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) to allow a 125-lot single-family residential development. This item is located within Commission District 2.

At their January 16, 2024 meeting, the Hall County Planning Commission voted to recommend denial **(5-0)**.

There was **one (1) public submitted, two (2) people spoke in favor, and five (5) people spoke in opposition during the public hearing.**

Since the Planning Commission took action, the applicant has submitted a supporting statement with an amended site plan, landscape plan, and tree screening packet.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Grace of Georgia Developments, LLC

Request Rezone from Agricultural Residential III (AR-III, [17.110](#)) to Planned Residential Development (PRD, [17.180.060](#))

Proposed Use 125-lot single family development

Size 41.71± acres

Zoning Current Agricultural Residential III (AR-III, [17.110](#)) | Proposed Planned Residential Development (PRD, [17.180.060](#))

Location **4363 Sardis Road** | Tax Parcel 10075 000004

Commission District Two

Planning Commission Date January 16, 2024

Staff Recommendation **Denial**, as the proposal exceeds the one dwelling unit per acre recommended for the Lake Area Residential future land use classification in the [Comprehensive Plan](#).

Planning Commission Recommendation.....**Denial**
Vote: 5-0

Staff recommends DENIAL of the applicant’s request. However, if the Planning Commission sees fit to approve this application, staff recommends the following conditions:

1. The property shall be developed in accordance with the site plan dated December 5, 2023, and as described in the project narrative submitted on December 5, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The development shall be limited to 125 residential units.
3. All residences and amenities within the development shall connect to Sardis Road right-of-way by internal sidewalks no less than five (5) feet in width constructed on both sides of all internal streets.
4. The minimum heated floor area (HFA) of each residential unit shall be 2,000 square feet.
5. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Homes shall be consistent with

the submitted renderings. Final review and approval of building elevations is subject to the Director of Community Development and Infrastructure, or their designee.

6. All designated open space within the development shall be commonly held, and not owned by any individual homeowner(s).
7. No less than 75% of the designated Open Space within the development shall be contiguous.
8. The recommendations of the traffic study, subject to the review and approval by Hall County Traffic Engineering, shall be implemented. Any cost associated with these improvements shall be the responsibility of the developer. No variances to traffic standards shall be granted as part of this request.
9. The development shall be served by public sewer, with the obtainment of all required easements and other construction costs such as a lift station and force main to be the responsibility of the developer.
10. All amenities depicted in the site plan submitted on December 5, 2023 are to be constructed within the development. The pocket park shall be constructed before more than 50% of certificates of occupancy are issued for the entire development.
11. The development shall be limited to a maximum of three (3) model homes per phase prior to approval and recording of the final plat.
12. All stream buffers must be fully maintained on homeowners' association common space and shall not encroach onto any individual residential building lot.
13. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County.
14. All conditions of zoning shall be made part of any plats created for the subdivision.

The following should be considered as exceptions to the Official Code of Hall County and shall warrant further determination by the Board, should it choose to approve the submitted narrative and site plan:

- 17.180.060.B.2.a Lot area.
 - Minimum lot area standards of 8,000 square feet for lots served by sanitary sewer.
 - The applicant has proposed a minimum lot size of 4,848 square feet, with an average lot size of 7,019 square feet.
 - The overall gross density not to exceed two units per acre. The minimum lot area for lots without access to sanitary sewer shall be determined by the requirements of the county environmental health department.
 - The applicant has proposed an overall gross density of 2.995 units per acre.
- 17.180.060.B.11.d Parking.
 - Parking shall conform to requirements specified in chapter 17.250, in addition to any parking and loading requirements or accessibility guidelines pertaining to the Americans with Disabilities Act. On-street parking is prohibited in all planned residential developments. Off-street parking areas that make it necessary for vehicles to back out directly into a public road, street, or highway are prohibited in all planned residential developments. The following minimum parking ratios must be met for all cluster mailbox units (CBU's).
 - The applicant has proposed on-street parking spaces to serve the CBU.

Public Forum:

Kelsey Woodard, 220 Eaglewood Court, Athens, spoke in favor. Spoke about the green space, relieving growth, and price range.

Dale Morris, 199 Plus Road, Cleveland, spoke in favor. Spoke about the quality the development will bring to the area.

Barclay Fouts, 4315 Price Road, Gainesville, spoke in opposition. Concerns were character of the area, density, and PRD requirements.

Barron Grant, 4601 Will Wallace Road, Gainesville, spoke in opposition. Concerns were density.

Kylie Cochran, 4359 Sardis Road, Gainesville, spoke in opposition. Concerns were density, traffic, turn lane, and buffers.

Jeff Dale, 5934 Bark Camp Road, Murrayville, spoke in opposition. Concerns were inconsistency with the comprehensive plan, sewer route, and lot sizes.

Todd Clark, 4581 Will Wallace, Gainesville, spoke in opposition. Concerns were traffic and inconsistency with the comprehensive plan.

Summary Analysis

The applicant is requesting to rezone 41.74± acres of Agricultural Residential III (AR-III [17.110](#)) zoned property to Planned Residential Development (PRD, [17.180.060](#)) for the purpose of constructing a 125-lot single-family development with a gross density of 2.995± units per acre.

The submitted site plan and renderings depict two-story residences with footprints no less than 1,320 square feet, including attached garage space. The submitted planning statement notes that housing materials may include cedar shake, wood, brick, and stone, in addition to other materials permitted within Hall County design standards. Based on the three provided renderings, all homes will feature attached, front-entry garages suitable for two vehicles. The garage doors will be recessed from the front wall plane of each residence, and extend approximately 40% of the width of each house, based on staff scaling off the submitted renderings. The Planned Residential Development (PRD, [17.180.060](#)) standards dictate that front-entry garages shall be recessed at least five feet from the front wall plane, and the width of the garage shall be no greater than 40% of the width of the front of the residence ([17.180.060\(B\)\(9\)](#)). The applicant has not identified this as a variance from the PRD standards; therefore, without further action, either a variance is needed, or the homes must comply with this provision at the time of permitting.

Based on the submitted survey, the property is currently developed with a storage building, dirt/gravel driveway, and a fence through the middle of the property. Also located on the survey is a wooden building, which encroaches 4.4 feet across the northern property line as well as several encroaching fences to the north. The parcel is predominantly forested, and also features pasture in the eastern portion of the property. The survey also shows a pond contained by a dam on the northwest portion of the property, as well as a stream and associated stream buffers.

The concept plan submitted by the applicant shows a single access point to serve the development from Sardis Road, along which the subject parcel has 180.3 feet of frontage. The Hall County Traffic Engineer has provided comments that the proposed internal streets do not meet the construction standards of [Title 16](#). Additionally, dual cul-de-sacs and on-street parking to serve the cluster mailbox unit (CBU), as depicted in the site plan, are not permitted.

The development will include 5-foot-wide sidewalks on both sides of the street to provide pedestrian connectivity between all residences and Sardis Road. A series of paved walking trails have also been proposed throughout the development as well as a pocket park near the development entrance.

The submitted documents indicate that a monument-type sign for the subdivision will be provided at the entrance. Per county sign regulations, residential sign area is determined by the number of lots within a development. Based on the application materials, the development will be limited to one monument-style entrance sign, not to exceed six feet in height, with a face no greater than 32 square feet in area ([17.270.070\(A\)\(2\)](#)).

The proposed development standards for the project are described in the table below and are compared with the PRD requirements, ([17.180.060](#)):

Standard	PRD Requirement (17.180.060)	Proposed Development
Site Area	5 acre minimum	41.71± acres
Number of Units	–	125 detached single-family residences
Density	2 units per acre maximum	2.995 units per acre*
Min. Lot Area	8,000 sq. ft.	4,848 sq. ft.*
Max. Building Height	–	Not specified
Min. Open Space	30%	32.8% (includes planted buffers)
Exterior Buffer	50 feet	50 feet
Front Setback (Internal)	25 feet	25 feet
Side Setback (Internal)	5 feet	5 feet
Rear Setback (Internal)	20 feet	20 feet
Parking	2 spaces for each dwelling unit (17.250.020)	4 spaces per dwelling unit (2 garage, 2 driveway)
Min. Heated Floor Space	–	Unspecified
Garage – % of front façade	40% when recessed a 5 to 20 feet behind front wall plane of residence	Estimated 40% (in front of the front wall plane of residence)*
Garage – distance recessed from front plane of the house	5 feet	Estimated 3 feet*

Minimum Sidewalk Width	5 feet	5 feet
Cluster Mailbox Unit (CBU)	CBU with 6 off-street parking spaces	CBU with 7 on-street parking spaces*
Note: Items marked with an asterisk (*) do not conform to PRD code (17.180.060).		

Amenities for the community will include the pocket park and walking trails, in addition to accessible open space. The proposed walking trails will be connected by the sidewalks along internal roads.

Per the submitted narrative, sanitary sewer will be provided by the City of Gainesville, and the details of service are still being determined. It is unclear how a physical connection will be facilitated, since the nearest sewer line is located approximately one (1) mile to the east. A water line exists along Sardis Road, providing a nearby water connection.

The existing pond on the subject property is dammed upstream. All natural water features and the associated buffers would be commonly owned according to the submitted site plan.

Several variances have been identified as part of this request. Any deficiencies identified as part of the plan will be required to comply with the requirements of the PRD unless expressly granted by the board in the conditions of approval.

Based on the future land-use plan, staff finds the requested zoning designation is not consistent with the Hall County [Comprehensive Plan](#) future land use designation of “Lake Area Residential.” The intent of this character area is to preserve established neighborhoods and create permanent and vacation residences. Future development will continue to be detached, single family homes at low densities. The Lake Area Residential designation envisions a maximum density of one (1) dwelling unit per acre, lower than the maximum density requirement within a Planned Residential Development (PRD, [17.180.060](#)) of two (2) dwelling units per acre. The development has proposed a density of 2.995 units per acre.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the following items must be considered:

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; **The zoning proposal may be suitable given the context of the surrounding area with respect to the land use, though the proposed development is denser than the surrounding development with an overall density of 2.995± units per acre. The surrounding area consists of low- and medium-density residential and agricultural uses, as well as vacant parcels. Sardis Heights, the residential subdivision directly to the north, has an overall density of 1.90± units per acre.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **No, it is not anticipated that the proposed residential use will adversely affect adjacent properties.**

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, Agricultural Residential III (AR-III [17.110](#)).**
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; **The zoning proposal is not anticipated to result in an excessive or burdensome use of local infrastructure. A traffic study was conducted by Kimley Horn, and the needed improvements to Sardis Road have been identified. The installation of a southbound right turn lane into the development on Sardis Road has been recommended. No additional roadway improvements are recommended.**
5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The proposed use is not consistent with the Comprehensive Plan and the "Lake Area Residential" land use designation. Density is envisioned to be a maximum of one (1) dwelling unit per acre. The proposed development has an overall density of 2.995± units per acre.**
6. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions. The proposed development includes the removal of the existing wastewater treatment pond at the rear of the property.**
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 [10075 000004](#) appears to be in an extended period of vacancy; the present storage building and driveway are in disrepair.**
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions that affect the use and development of the property.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning is a Planned Residential Development (PRD, [17.180.060](#)). Per the Official Code of Hall County, Planned Development Districts ([17.180](#)) are to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment.**
12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The proposed density is higher than that found on immediately surrounding properties,**

but in general, the request does not appear to be out of scale with the needs of the County as a whole, as there is a need for additional housing.

14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support high-density, single-family residential uses based on the Future Land Use Map, though the development as proposed cannot be developed in any of the existing residential or multi-family districts.**
15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **The request could not be handled alternatively as a variance.**
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Staff is unable to determine the extent to which ecological and pollution impacts may occur as a result of the applicant's request.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

A Planned Residential Development (PRD, [17.180.060](#)) allows for more flexibility in the design and development of the property. This provides for a mixture of housing types and encourages maximum use of natural features through proper site planning measures. The development should conform to the existing character and development pattern of the surrounding area.

[17.380.050](#) - Submission requirements

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in [chapter 17.30](#) to cover administrative and advertising costs, in the planning department office. Such person, or persons, or their authorized agent shall appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
 1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **The proposal provides a detailed narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in [17.380.060.C](#).**
 2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal does meet the requirement. The applicant**

has provided a site plan and included much of the necessary information to properly assess the development. However, information about parcels on the opposite side of Sardis Road 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, as the site development does not include a slow rate land treatment system. The proposed development will be serviced by Gainesville Sewer.**
- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **The proposal does meet the requirement. A traffic study has been conducted, identifying the needed improvements to Sardis Road in the form of a southbound right turn lanes. No additional roadway improvements are recommended. No off-site mitigation is identified for the future build condition as a result of the proposed subdivision.**

Development Support and Constraints

Hall County Environmental Health

In an email dated December 11, Emily McGahee stated “No comment, public sewer.”

Hall County Fire Marshal

In an email dated December 12, John Tucker, Deputy Fire Marshal, stated the following:

“There are no proposed hydrants in the subdivision.”

Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated December 15, 2023, Bill Nash, Director, stated the following:

Engineering:

This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wretched vegetation, not centerline of stream.

Traffic:

Per Hall County code 16.60.290, a left turn lane (in addition to a decel lane) is required.

Roadways depicted in the site do not meet Hall County subdivision regulations (Hall County Code Title 16). Any variances to these regulations will need to specific, justified and considered/approved during the rezoning process.

Dual cul-de-sacs depicted on one roadway is [sic] not permitted.

No parking spaces along roadways permitted. Mail kiosk site will need to be modified per our typical.

Utilities:

Hall County/ Gainesville Sewer District – no connection within feasible distance.

Georgia Department of Transportation

In an email dated December 14, Veronica Chavers, D1TO Civil Engineer 3, stated “No GDOT coordination required.”

➤ **Excerpts from the minutes of the January 16, 2024 meeting**

Applicant’s Presentation:

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

Artagus Newell, 2727 Paces Ferry Road, Atlanta, presented the request. The applicant stated that the development will utilize sewer from the City of Gainesville and will be constructed to service this development only. The applicant stated it would not establish a potential for other developments. The applicant stated it would be a traditional for-sale development and they will provide a stormwater report.

Dominic Lawson, 2727 Paces Ferry Road, Atlanta, presented the request.

Rebuttal

Mr. Lawson clarified that the development will not consist of townhomes. Mr. Lawson stated that the buffer running along Ms. Cochran’s property will have a 50-foot planted buffer to screen the property and that a decel lane would not disturb their property.

Public Forum:

Kelsey Woodard, 220 Eaglewood Court, Athens, spoke in favor. Spoke about the green space, relieving growth, and price range.

Dale Morris, 199 Plus Road, Cleveland, spoke in favor. Spoke about the quality the development will bring to the area.

Barclay Fouts, 4315 Price Road, Gainesville, spoke in opposition. Concerns were character of the area, density, and PRD requirements.

Barron Grant, 4601 Will Wallace Road, Gainesville, spoke in opposition. Concerns were density.

Kylie Cochran, 4359 Sardis Road, Gainesville, spoke in opposition. Concerns were density, traffic, turn lane, and buffers.

Jeff Dale, 5934 Bark Camp Road, Murrayville, spoke in opposition. Concerns were inconsistency with the comprehensive plan, sewer route, and lot sizes.

Todd Clark, 4581 Will Wallace, Gainesville, spoke in opposition. Concerns were traffic and inconsistency with the comprehensive plan.

Planning Commission Comments:

Mr. Braswell questioned what the applicants would do to satisfy fire requirements since they will not have a second entrance. Mr. Lawson stated that they will widen the road to 26 feet. Mr. Hunt questioned if there would be a Homeowners Association. Mr. Lawson stated there would be. Ms. Pilcher questioned what the development will do to traffic and pointed out that the sewer line extends very far. Ms. Pilcher stated that the development is out of character for the area. Mr. Lawson stated that the traffic study addressed the traffic concern and proved there would only be a couple of seconds delay. Ms. Pilcher stated that the green space is not usable since it is stream buffers. Mr. Lawson stated that a pervious walking trail was possible for the open space. Mr. Varner questioned if the applicants have reached out to the school district. Mr. Lawson stated they have not. Mr. Varner stated that they are already 1,200 over capacity and there needs to be a balance of resources in the community.

Motion: A motion to deny was made by Mr. Hunt and seconded by Ms. Pilcher. Vote: 5-0

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



ZONING APPLICATION

Applicant (Name & Mailing Address)

Grace of Georgia Developments LLC

78 Lindbergh Drive, Unit 100

Atlanta, Georgia 30305

Phone 470-421-5123

Email Address ag@greenelawsonadvisors.com

Proposed Use Planned Residential Development (PRD)

Property Owner (Name & Mailing Address)

Sue C. Morris and Dale R Morris

P.O. Box 1939

Cleveland, Georgia 30528

Phone _____

Email Address _____

Contact Person (Name & Mailing Address)

Artagus Newell

2727 Paces Ferry Road SE, Suite 1625

Atlanta, Georgia 30339

Phone 678-378-2737

Email Address artagusnewell@dlbp.us

Tax Parcel Number 10075 000004

Location Address 4363 Sardis Road, Gainesville, Georgia 30506

Status of Applicant

Owner

Option to Purchase

Area Resident

Other

Requested Action

Existing Zoning: AR-III

Rezone to: PRD

Fee: \$ _____

Receipt #: _____

Check #: _____

Acreage 41.71

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

Sign Grace of Georgia Developments LLC

Date: 11/14/23

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

Application Withdrawal: I hereby **withdraw** the application.

Sign _____

Date: _____

Staff Use Only

Application Date: _____

Taken by: _____

Tentative Planning Commission Date: _____

Tentative County Commission Date: _____

County Commission District: _____

AUTHORIZATION OF PROPERTY OWNERS

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

Name of owner(s) Sue C. and Dale R. Morris

Address _____

Phone Number _____

Name of applicant(s) Grace of Georgia Developments LLC

Address 78 Lindbergh Drive NE, Unit 100, Atlanta, GA 30305

Phone Number (470) 421-5123

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)
Sue C. Morris Dale R. Morris

Personally appeared before me
Sue C & Dale R Morris

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

April A Owenby
Notary Public

11/6/2023
Date

APRILA OWENBY
NOTARY PUBLIC
White County
State of Georgia
My Comm. Expires 10/2/2027

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: Grace of Georgia Developments LLC Date: November 14, 2023

Applicant's/Owner's Name (Printed): Grace of Georgia Developments LLC

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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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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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: *Sue C. Morris*
Dale R. Morris

Date: 11-06-2023

Applicant's/Owner's Name (Printed): Sue C. Morris Dale R. Morris

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

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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): N/A Office: N/A

Dollar Amount: N/A Date of Contribution: N/A

Applicant's/Owner's Signature:  Date: _____

Applicant's/Owner's Name (Printed): Anthony Gajadharsingh



DLBP LLC
2727 Paces Ferry Road SE
Suite 1625
Atlanta
GA 30339
United States

+1 (678) 378 - 2737
artagusnewell@dlbp.us
www.dlbp.us

SARDIS PARK – A NEW MASTER PLANNED COMMUNITY FOR HALL COUNTY

4363 SARDIS ROAD, GAINESVILLE, GA 30506

February 2, 2024

1. DLBP LLC is representing leading Grace of Georgia Developments LLC (the applicant) in petitioning to rezone 4363 Sardis Road (to be known as Sardis Park) from AR-III to PRD.
2. Sardis Park will be a master planned community to reach the demographic need of the Hall County community. Sardis Park will deliver 110 high-quality detached single-family homes set with a landscaped environment. Following the Planning Commission's consideration of the application on January 16, 2024, we have:
 - reduced the number of proposed lots from 125 to 110, reducing the density to 2.63 units per acre (Appendix 1 to this document is the amended site plan);
 - increased the lot size to a minimum of 8,000 square feet and increased lot widths;
 - sought additional input from a landscape specialist to produce further details of the landscape plan and strategy for the new community (Appendix 2 is the landscape plan);
 - prepared a tree screening packet (Appendix 3) to illustrate how the trees will serve as a visually effective buffer to shield the neighbors from Sardis Park; and
 - undertaken further analysis to confirm the likely number of children that will live in the new community and sought confirmation from the local schools that they have capacity to accommodate the demand that will be created.
3. This statement sets out further analysis that demonstrates that the application for rezoning can be supported. We hope that these points, along with the amendments to the proposal, and the further information to be submitted will kindly be considered by the Board of Commissioners at their meeting on February 22.

DENSITY, LANDSCAPING AND OPEN SPACE

4. We have reduced the number of proposed lots from 125 to 110, reducing the density to 2.63 units per acre. Lot sizes have increased to a minimum of 8,000 square feet to conform to all PRD requirements.
5. The master plan allows for 110 new homes on the property because it is proposed to be connected to an extended sewer (further details are below). Without this, on-site septic would be required which is worse for the environment. The cost of providing the extended sewer connection requires a higher number of new homes but, importantly, the minimum 8,000 square foot lot sizes will enable a better landscaping setting.
6. Specialist input has been provided by Kimley-Horn to prepare an additional plan to demonstrate the principles of the landscape and open space strategy. Further information is being prepared to be presented at the Board of Commissioners meeting. The key principles of the landscaping and open strategy are:
 - tree lined streets;
 - 50 evergreen buffer;
 - 3,894 linear feet (0.74 miles) of rural walking trails;
 - children's equipped play area;
 - outdoor exercise equipment; and
 - biodiversity enhancements such as native and species-rich planting.
7. The landscaping and open space will both quantitatively and qualitatively provide a high-quality environment for the future residents, giving them access to on-site amenities and the opportunity for existing neighbors to use as well.
8. A concept master tree plan and a concept landscape master plan has also been produced to illustrate the landscape treatments for the open space, buffers, parks, and entry points.
9. A tree screening packet is provided that illustrates how evergreen and deciduous trees will naturally serve as a buffer that shields the surrounding community from the master planned community. An illustrative rendering and example imagery from current communities is included. Current trees and added trees will be utilized to ensure the effectiveness of the veil. Sardis Park will not negatively affect the community, but rather serve as an asset by utilizing nature-based design to protect both the privacy of the neighbors and the Sardis Park community.

PRECEDENT AND QUALITY

10. The proposal to develop the land at Sardis Road is bespoke and not easily replicated. This is because the design of the master plan has been informed by the particular characteristics of the site and the developer's approach.
11. Firstly, Sardis Park will be served by an extended sewer via force main from the City of Gainesville. The cost of providing this infrastructure will be borne solely by the developer, and once operational the sewer will be transferred to the city as a public utility. Other properties will not be able to connect to the sewer because a force main is a high pressure closed system, which cannot accept intermediate connections unless designed to from the outset (which ours is not).
12. The bespoke nature of the master plan along with the architectural quality and enhanced landscaping, open space and environmental benefits will mean that the development will not be easily replicated by subdivisions on the surrounding properties.
13. However, we firmly believe that the quality of the new homes and their setting will result in an exemplar development that, as the new Comprehensive Plan is prepared, will 'raise the bar' for the design of new homes in the County.

EDUCATION CAPACITY

14. An analysis has also been conducted on the number of persons under 18 that Sardis Park would establish. Sourcing data from the United States Census Bureau into a formula, Sardis Park would 'yield' approximately 85 children under 18 when the development is fully built out.
15. It is clearly the case that with only approximately 20-25 children from the new community attending each of the elementary, middle and high schools (with no under 5s attending school of course), that there will be no harmful impact as the local schools can easily accommodate these numbers. This position has already been confirmed to us by Sardis Elementary School. It has a maximum capacity of 750 students and there are just 550 enrolled in the current academic year, and so it has a supply of 200 spaces. Therefore, Sardis Elementary is 200 students under maximum capacity – some 26% of its capacity is not being used. So rather than being a burden, in fact the development of Sardis Park will be a boost to the school system, ensuring that the schools are being used efficiently and the new children contributing to the local community.

LEGAL CONTEXT AND OVERALL ACCORDANCE WITH THE COMPREHENSIVE PLAN

16. Georgia state law requires rezoning decisions based on all aspects of the Comprehensive Plan and the Standards from the Zoning Law of Georgia. Sardis Park follows:

- Development Pattern and Resource Conservation standards within the Hall County Comprehensive Plan; and
- The History: Code 1981, § 36-67-2, enacted by Ga. L. 1985, p. 1178, § 1. § 36-67-3. within the Georgia zoning proposal review standards:

“In any local government which has established a planning department or other similar agency charged with the duty of reviewing zoning proposals, such planning department or other agency shall with respect to each of the matters enumerated in the Code section...with which the planning department or agency shall be required to make such investigation and recommendation shall be:

- i. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.* Sardis Park satisfies the spirit and intent for a rural open space concept, as previously mentioned, due to the open space and tree protection and additions, the well-designed buffers, and the high-quality and rural feel of the proposed layout.
- ii. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent and nearby property.* The zoning proposal will not adversely affect the existing use or usability of adjacent and nearby property. Existing neighbors will still enjoy their homes and way of life, while having a well-buffered new neighborhood of finely crafted homes and amenities that will increase property values for all.
- iii. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.* The current zoning of AR-III has served little purpose recently, not being farmed or used for any agricultural purposes. The property is simply not large enough for large scale commercial agriculture uses, and those uses would involve noisy equipment, noxious odors, the use of large farm machinery in and out of the property, and other farming protocol requirements that would be more disturbing to neighbors, than a quiet, upscale residential neighborhood.
- iv. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of streets, transportation facilities, utilities, or schools.* As referenced in sections 14-16 and provided in the traffic impact study, the proposed development will produce minimal impacts.
- v. *If the local government has an adopted land use plan, whether the zoning proposal is in conformity with the policy and intent of the land use plan.* As aforementioned.
- vi. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.”* This relates to the growing population within Hall County.

17. The goal for Hall County’s Vision 2030 is to preserve the green space in Hall County and promote a “culture of wellness” within Hall County, as referenced in sections 10 and 12.

18. To reiterate, it is wholly appropriate for the Board of Commissions to approve a rezoning even after the planning staff and Planning Commission recommend denial, as is demonstrated in the rezoning case ZON2021-00039.
19. Sardis Park provides a sustainable development that appreciates privacy, rural characteristics, and exceeds the high-quality standards of Hall County, while catering towards a housing need for a growing population, as is evident via the Atlanta Regional Commission's projections and as stated in Hall County's Comprehensive Plan. As referenced in the Hall Chamber of Commerce's meeting on January 30, 2024, Hall County has the workforce, but not a place to live or "a place they [the Hall County community] want to live."
20. Based on the above reasoning, we request respectfully the approval of the rezoning of 4363 Sardis Rd, Gainesville, GA 30506 from AR-III to PRD.

APPENDICES

APPENDIX 1: AMENDED 110-UNIT SITE PLAN: MINIMUM 8,000 SQUARE FEET LOT SIZE

APPENDIX 2: LANDSCAPE PLAN AND CONCEPT MASTER TREE PLAN

APPENDIX 3: TREE SCREENING PACKET

Rezoning Plat

4363 Sardis Road

Hall County, Georgia Land Lot 75, 10th District, 20th Section

prepared for:

Grace of Georgia Developments, LLC
78 Lindbergh Drive NE, Unit 100
Atlanta, Georgia 30305

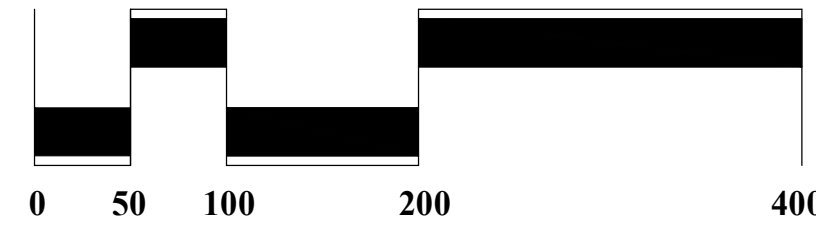
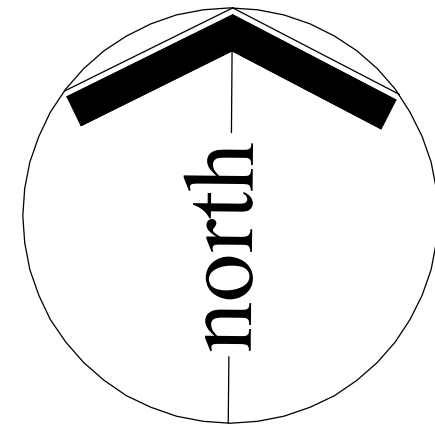
DGM

LAND PLANNING
CONSULTANTS, INC.



1635 OLD HWY 41
SUITE 112-314
KENNESAW, GA 30152

770-514-9006
DGMLPC.COM

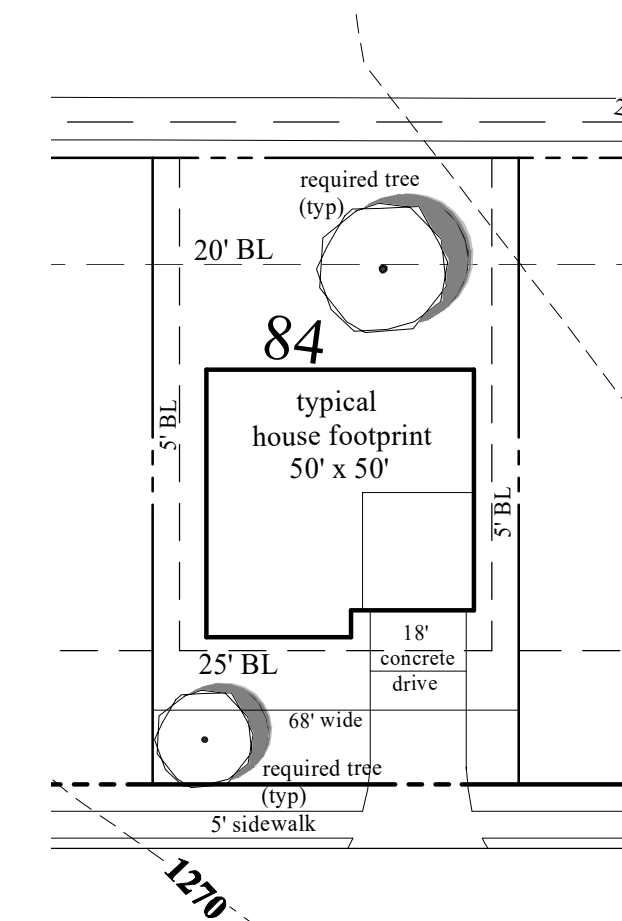


Scale: 1" = 100'
January 30, 2024

Site Data

Total Site Area: 41.71 AC
Present Zoning: AR-III
Proposed Zoning: PRD
Total Lots Shown: 110
Overall density: 2.63 UN/AC
Open Space Provided: 13.6 AC
(32.6% of total site area)
Minimum Lot Size: 8,000 SF
Average Lot Size: 8,221 SF

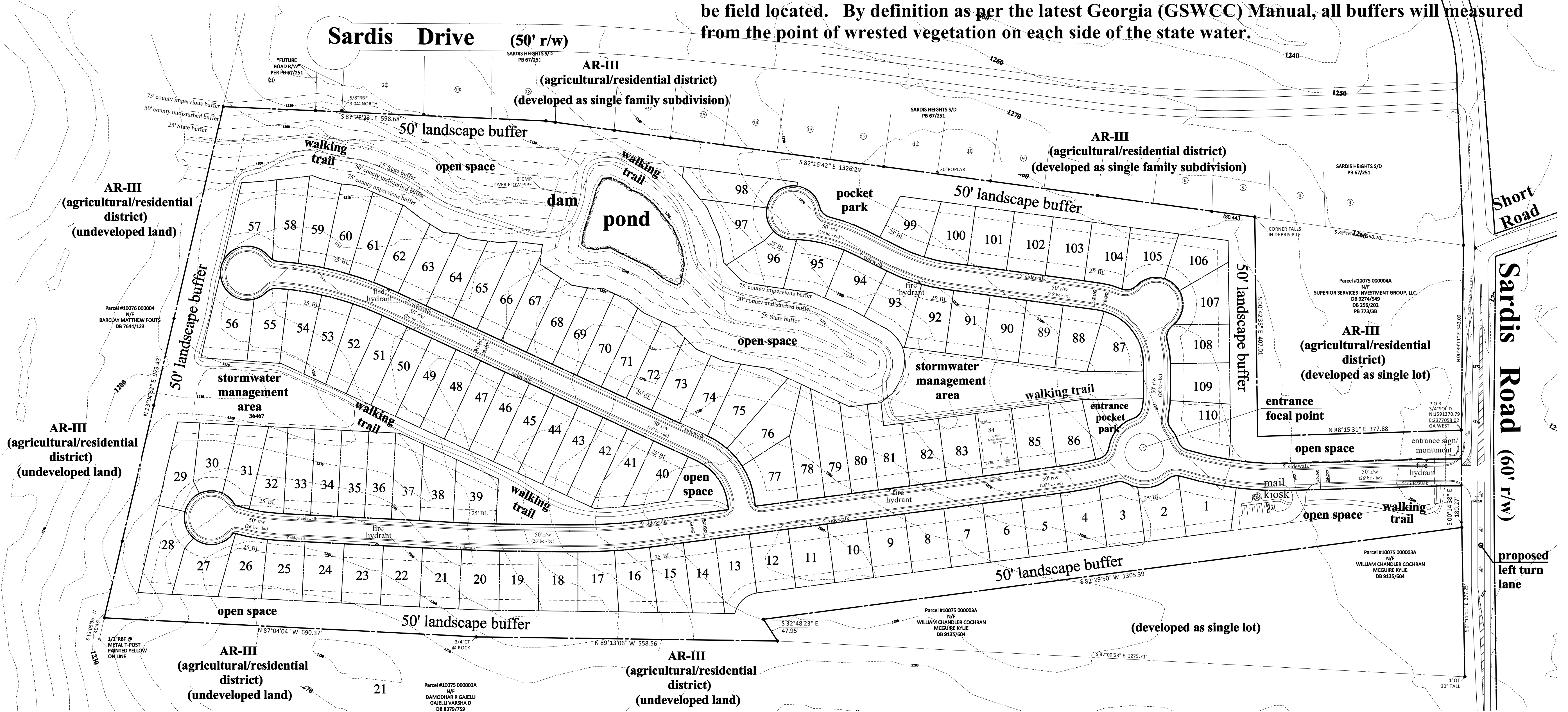
Minimum Lot Width Shown: 50'
Building Setbacks:
front: 25'
side: 5'
rear: 20'



Typical Lot
not to scale

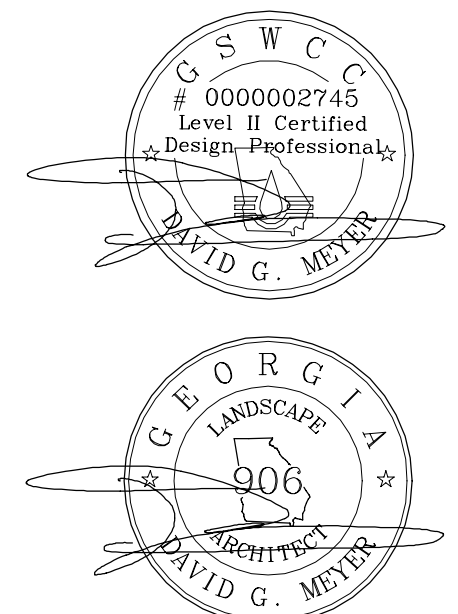
Note:

On this site plan, the location of all state waters has been estimated based on pond location, boundary survey, and topography. On construction drawings and final plat, all state waters will be field located. By definition as per the latest Georgia (GSWCC) Manual, all buffers will be measured from the point of wretched vegetation on each side of the state water.

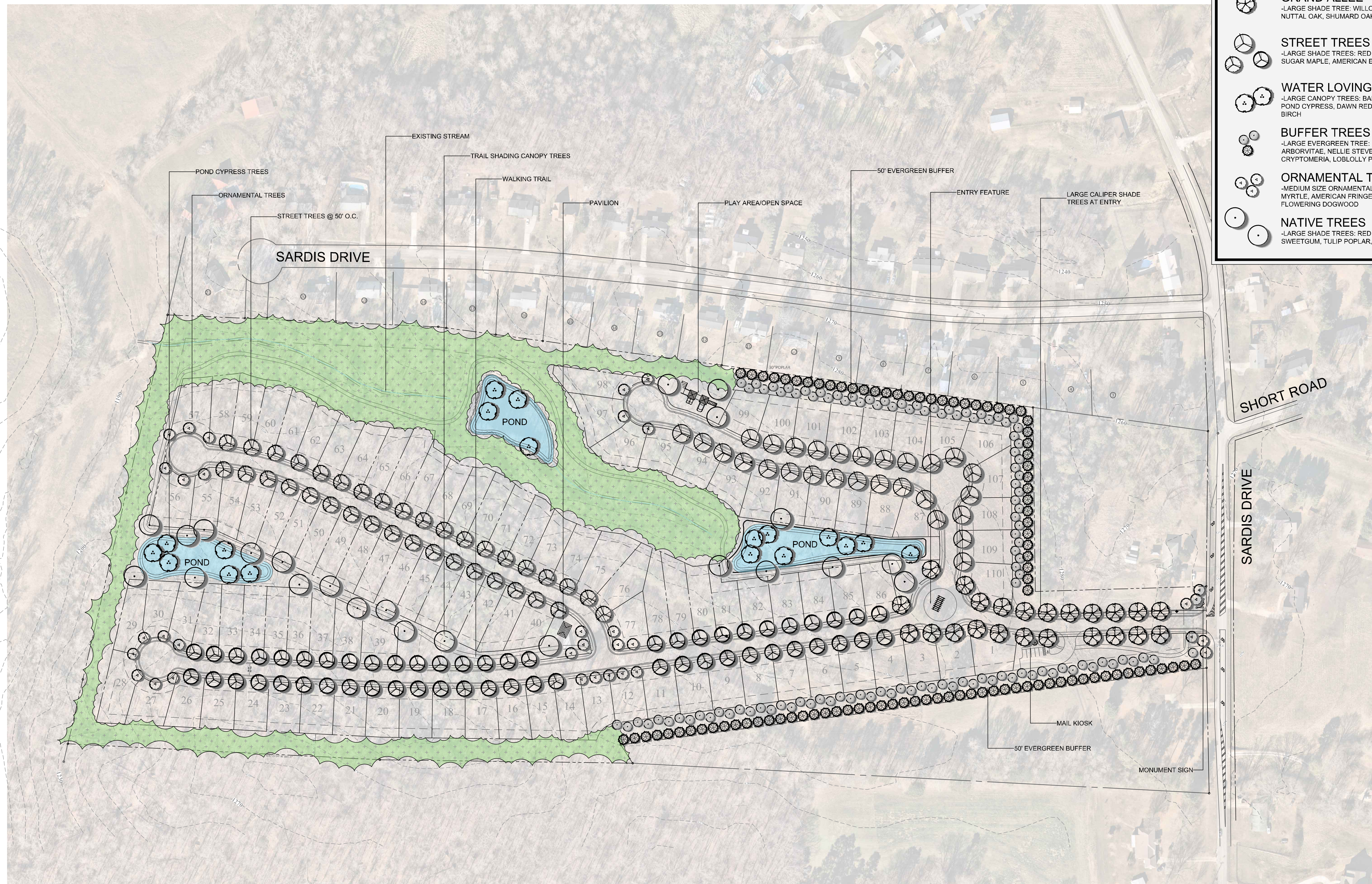


General Notes:

1. Boundary and topography from Hall County GIS.
2. According to Flood Insurance Rate Map (FIRM) #13139C0175G, April 4, 2018, no portion of this site contains floodplain.
3. No cemeteries are known to exist on site.
4. Streams and/or wetlands are to be determined.
5. No archeological or architectural landmarks are known to exist on site.
6. No utility easements exist on site.
7. Stormwater management and water quality structures are conceptual in size and will be revised based on hydrologic study.



Drawing name: K:\ALP_LAP\000_SARDIS ROAD\CAD\Plan\Sheet\1-00_HARDSCAPE PLAN.dwg L1-00 CONCEPT MASTER PLAN Feb 02, 2024 7:39am by catherine.henderson



TREE LEGEND	
	GRAND ALLEE -LARGE SHADE TREE: WILLOW OAK, NUTTAL OAK, SHUMARD OAK
	STREET TREES -LARGE SHADE TREES: RED MAPLE, SUGAR MAPLE, AMERICAN ELM.
	WATER LOVING TREES -LARGE CANOPY TREES: BALD CYPRESS, POND CYPRESS, DAWN REDWOOD, RIVER BIRCH
	BUFFER TREES -LARGE EVERGREEN TREE: GREEN GIANT ARBORVITAE, NELLIE STEVEN HOLLY, CRYPTOMERIA, LOBLOLLY PINE, MAGNOLIA
	ORNAMENTAL TREES -MEDIUM SIZE ORNAMENTAL TREE: CRAPE MYRTLE, AMERICAN FRINGE TREE, FLOWERING DOGWOOD
	NATIVE TREES -LARGE SHADE TREES: RED OAK, SWEETGUM, TULIP POPLAR.

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ATLANTA, GEORGIA 30309
PHONE (770) 619-4282
WWW.KIMLEY-HORN.COM

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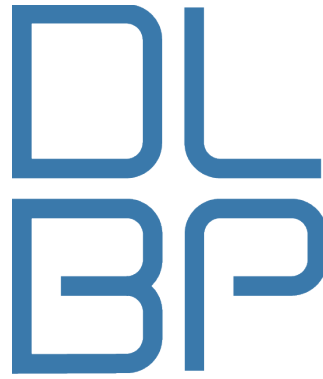
PROJECT

ISSUANCE AND REVISION DESCRIPTIONS

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devynnglanz@dlbp.us
www.dlbp.us

**4363 SARDIS RD
SARDIS PARK
TREE SCREENING AND BUFFERS VISUAL REPRESENTATIONS**

January 30, 2024

ILLUSTRATIVE REPRESENTATION FOR SARDIS PARK:



PRECEDENT IMAGES:



Tree buffers for Riverside Drive Neighborhood in Sandy Springs



Tree buffers in front of Junction at Vinings apartments: 2101 Paces Ferry Rd SE, Smyrna, GA 30080

Hall County P&Z

Received

December 5, 2023



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artagusnewell@dlbp.us
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Katie Greenway
Principal Planner
Hall County, GA
2875 Browns Bridge Road
Gainesville, GA 30504

December 5, 2023

Dear Ms. Greenway

Thank you so very much for all of the assistance with our rezoning request for 4363 Sardis Road. As part of following up on your email of November 21, 2023, DLBP is pleased to share the following updates:

1. Elevations: We have included photo elevations which show homes in a different County but with homes of similar design and facades. Please note, Hall County requirements for setbacks, etc. will be adhered to.
2. Typical lot layouts are shown, as prepared by DGM Land Planners. There are four typical lot layouts, due to varying sizes.
3. The 50' buffer is shown on the latest site-plan to be completely outside of the lots.
4. The site-plan has been amended, to show homes within the setbacks.
5. The 75' stream buffer is shown to comply with open space requirements.
6. The cluster mailbox is shown to be outside of the 50' buffer.
7. There is now one entrance sign, which is shown on the site-plan.
8. The open space amount is now 32.8%, comprising 13.7 acres, and exceeds the 30% PRD requirement.
9. The pathways are to be paved.
10. The traffic study is completed and part of the submittal.
11. The campaign contribution form has been submitted.
12. The applicant has come to an annexation agreement of the site with the City of Gainesville for public sanitary sewer from The City of Gainesville Water and Sewer Department, via force main from Walnut Grove Way. The sewer extension will be paid for by the developer, and then dedicated to the City of Gainesville

Water and Sewer Department. A force main is necessary, due to topographic changes from the low point (1,200') of the development to the high point (1,300') near Sardis, Price, and Short Roads. The force main, by its nature, will prevent any other tie-ins, and thus, would not open other parcels for development, nor public sewer access, but will only serve the development at 4363 Sardis Road.

Yours sincerely,

Artagus Newell
Director of Planning

Devynn Glanz, Dominic Lawson.

DLBP LLC is a Delaware limited liability company
Registered for business in the State of Georgia.

Hall County P&Z

Received

December 5, 2023



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PLANNING STATEMENT

Rezoning Plat
4363 Sardis Road
Hall County, Georgia Land Lot 75, 10th District, 20th Section

prepared for:
Grace of Georgia Developments, LLC
78 Lindbergh Drive NE, Unit 100
Atlanta, Georgia 30305

DGM
LAND PLANNING
CONSULTANTS, INC.
1635 Old Hwy 41
SUITE 112-314
KENNESAW, GA 30152
770-514-9006
DGMLPC.COM

Site Data
Total Site Area: 41.71 AC
Present Zoning: AR-III
Proposed Zoning: PRD
Total Lots Shown: 125
Overall Density: 2.99 UN/AC
Open Space Provided: 13.7 AC (32.8% of total site area)
Minimum Lot Size: 4,848 SF *(Lot 121)
Average Lot Size: 7,019 SF
Minimum Lot Width Shown: 50'
Building Setbacks:
front: 25'
side: 5'
rear: 20'

Lot Size Breakdown:	
Qty:	Size:
3	4000-5000 SF
44	5000- 6000 SF
16	6000-7000 SF
14	7000-8000 SF
48	8000+ SF

Scale: 1" = 100'
November 30, 2023

Typical Lot Scale: 1" = 40'

General Notes:
1. Boundary and topography from Hall County GIS.
2. According to Flood Insurance Rate Map (FIRM) #1319C0175G, April 4, 2018, no portion of this site contains floodplain.
3. No cemeteries are known to exist on site.
4. Streams and/or wetlands are to be determined.
5. No archeological or architectural landmarks are known to exist on site.
6. No utility easements exist on site.
7. Stormwater management and water quality structures are conceptual in nature and will be revised based on hydrologic study.

Project: 4363 SARDIS ROAD, GAINESVILLE, GA 30506

Date: DECEMBER 05, 2023

Client: GRACE OF GEORGIA DEVELOPMENTS LLC

DLBP LLC is a Delaware limited liability company
Registered for business in the State of Georgia.

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B. SUMMARY AND CONCLUSIONS

1. This Planning Statement is the Summary of Intent for the rezoning application to the Hall County Planning Commission and Board of Commissioners (the “Council” or the “Commission”) regarding a proposal for a Planned Residential Development at 4363 Sardis Road, Gainesville, GA 30506 (the “Site” or “Property”), with associated access, parking, landscaping, and site infrastructure, for which the applicant is seeking a rezoning to Planned Residential Development (PRD). The detailed application was developed with consideration of the Hall County 2040 and 2017-2037 Comprehensive Plan, the Future Land Use Map, and feedback from the surrounding Hall County and Gainesville community.
2. Sardis Park is a proposed planned residential development community that will bring full-time residents, families and communities together in a location that allows them to escape the hustle and bustle of the city life, while still enjoying Hall County’s excellent schools, healthcare infrastructure, and access to Lake Lanier and the nearby north Georgia Mountains.
3. The proposed community directly supports a growing need for housing among Hall County’s growing population, which grew by approximately 84% between 2010 and 2022¹ with a 41% projected growth rate by 2050².
4. Within the Hall County market, home prices appreciated 21.1% in 2022, with low unemployment and high job growth fueling demand for housing. This has put pressure for new development on the county and its communities of Braselton, Buford, Flowery Branch, Gainesville, Gillsville, Lula, Oakwood, and Clermont. As Hall County’s population grows, housing stock and choice must also expand to meet increased demand.
5. The proposal consists of 125 single-family homes for sale at an average price point of \$465,000. City of Gainesville sewer will be extended as a force main to the site from Walnut Grove Way.

¹ [Census.gov](https://www.census.gov)

² Atlanta Regional Commission

6. On November 06, 2023, a community engagement event was held where 98 letters were sent out to residents within 1,000 feet of the property. Eight people, comprising representatives from adjacent neighborhoods, attended a community engagement event. Two emails and one phone call were received about the proposal. The community attendees expressed interest in the proposal, understanding the potential benefits the development could bring to their community.
7. The proposal will be designed and operated through a strategic partnership of Grace of Georgia Developments LLC (the “applicant”) and a development firm. The primary applicant, Grace of Georgia Developments LLC, is an Atlanta-based company with passion towards delivering skillfully planned and beautiful developments that integrate seamlessly within existing communities.
8. The proposal for PRD is designed to Grace of Georgia Developments LLC’s highest standards to establish a high-quality, attractive, and close-knit environment and community for residents. Sardis Park will include single-family detached residences with private yards situated within a community development that features a pond, walking trail, and parks.
9. The housing materials include cedar shake, wood, brick, stone, and other materials that comply with Hall County’s regulations. Vinyl will not be used.
10. This rezoning application includes considerations of the proposed development concept and its compatibility with existing planning, zoning, and land use objectives as well as its estimated impact on the surrounding community and services, traffic, landscaping and ecology, and stormwater management.

INTRODUCTION

11. This Planning Statement is the Summary of Intent for the rezoning application of 4363 Sardis Road, Gainesville, GA 30506, from single-family agricultural-residential (AR-III) to Planned Residential Development (PRD) zoning.
12. The applicant wishes to deliver a nature-oriented single-family detached subdivision that provides a sense of place away from the busy city centers.
13. The partially wooded Site features a pond and is located approximately eight miles northwest of downtown Gainesville with Lake Lanier and the north Georgia mountains close by. These existing features are indicated on the site plan (figure 1).
14. The proposed PRD community will include 125 units with a pond as a water feature, porous paved woodland walking trail that compliments the water feature, and parks.
15. The master plan will encourage nature-oriented design with 32.8% open space at 13.7 acres and a density of 2.99 units per acre. All homes will include garages and a private yard.

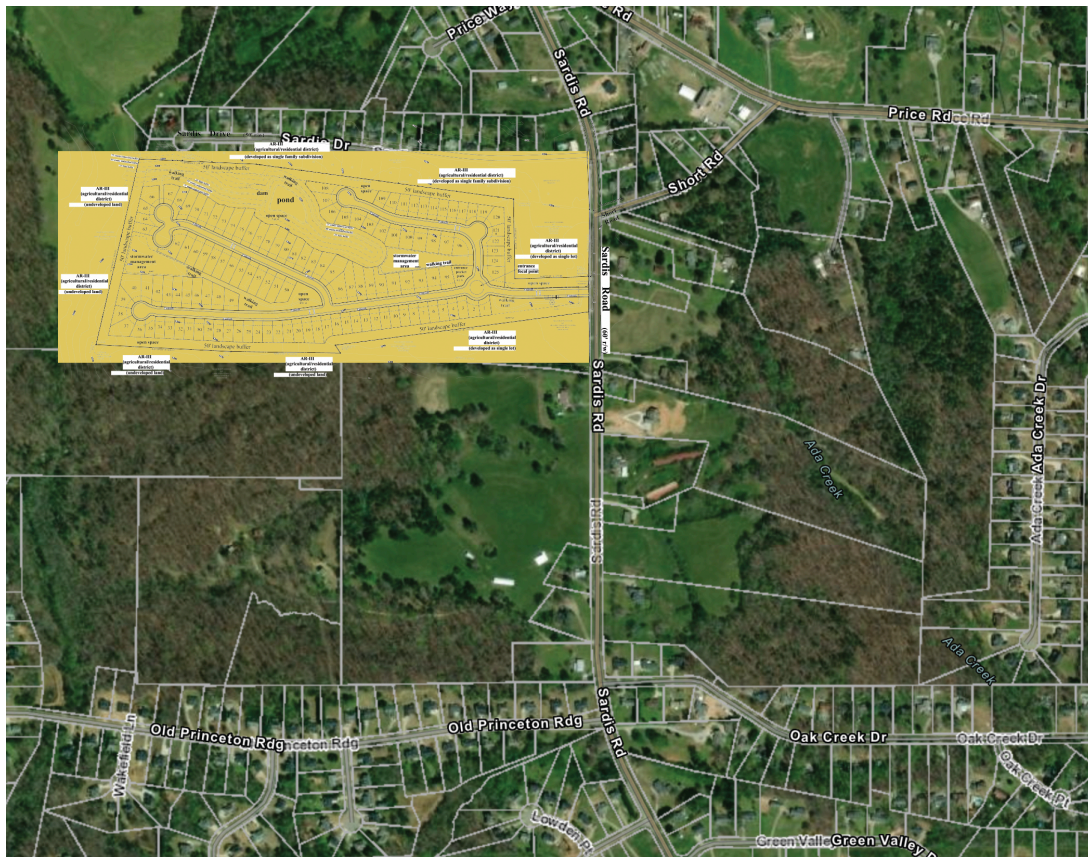


Figure 1: Sardis Park Site Aerial Plan

C. THE SITE

16. Characteristics of the Site at 4363 Sardis Rd are as follows:

- a. The Site area is 41.71 acres.
- b. According to the FEMA Flood Map Service Center, the site is not located in a Flood Plain.

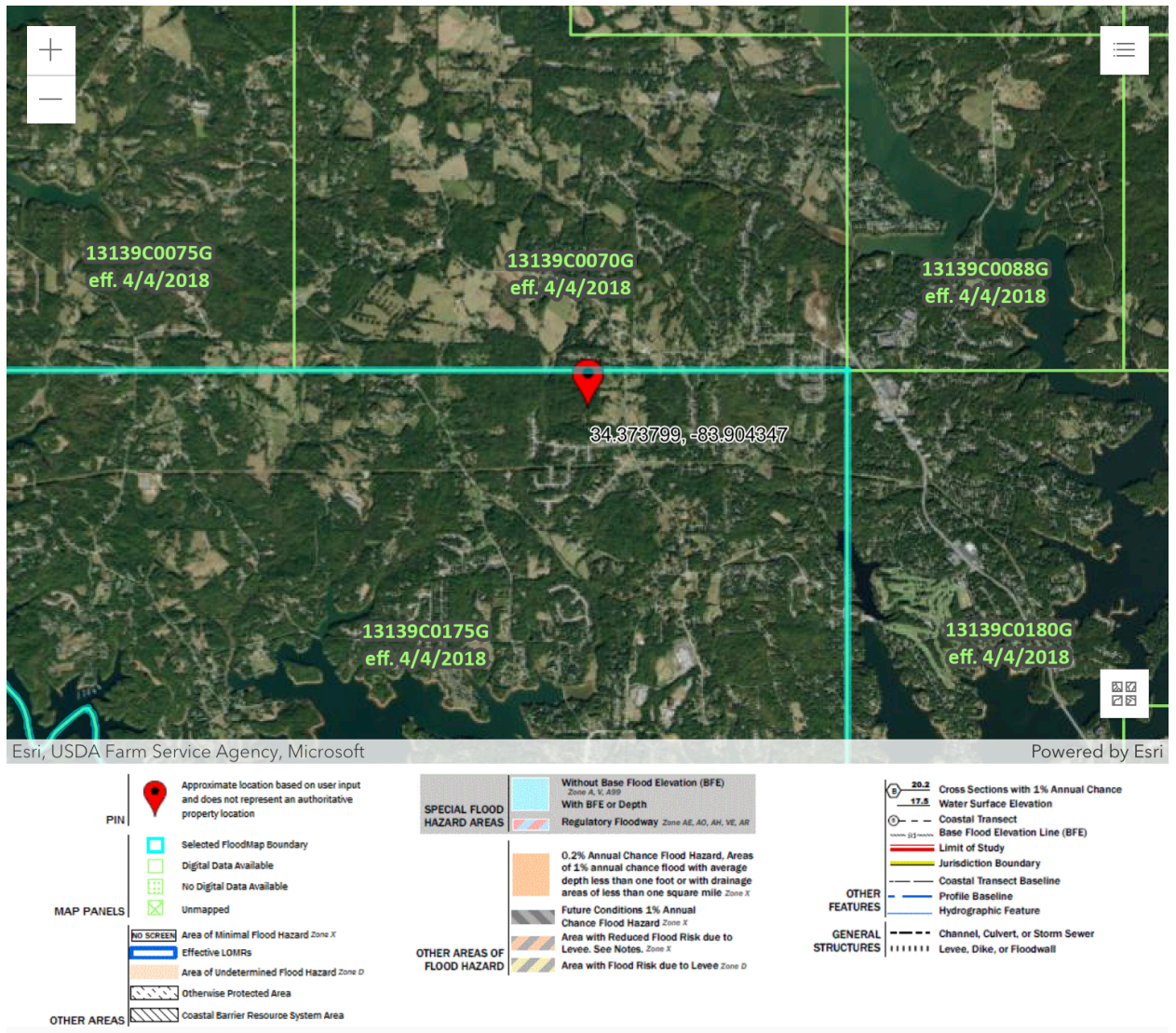


Figure 2: FEMA Flood Map Service Center

- c. The Site is currently zoned for agricultural-residential district (AR-III, single-detached dwellings, single-family manufactured homes, industrialized dwelling units, Class A), which would allow at least a 30,000 square feet lot size and one unit per acre with up to 41 homes without any rezoning approval being required.
- d. The Site falls within the “lake area residential” future development guide category.
- e. The Site is currently accessed directly via Sardis Road, which is a “major collector” roadway.
- f. A small approximately half acre pond is located in the northwest portion of the parcel.



Figure 3: Approximately half acre pond

- g. The applicant will comply with all county requirements as stated in the municipal code.

Surrounding Area

17. The surrounding area is generally residential in character and semi-rural in nature. Less than two miles away, the new Treesort “resort-style” multifamily community is in pre-leasing. To the north and east there are single-family detached residential properties within the Sardis Heights neighborhood, which is classified as R3-Residential and zoned AR-III. To the west there is a 107.34-acre rural tract of land classified as V5-

Conservation Use and zoned AR-III. South adjacent is property classified as R3-Residential, zoned AR-III, single-family detached.



Figure 4: Images of surrounding area and homes

Schools

18. Nearby schools include:

- a. Chestatee High School (1.9 miles from the Site);
 - i. Number of students enrolled in the 2021-2022 school year: 1,266³
- b. Chestatee (Academy) Middle School (2.7 miles from the Site); and
 - i. Number of students enrolled in the 2021-2022 school year: 904⁴
- c. Lanier Elementary School (2.6 miles from the Site)
 - i. Number of students enrolled in the 2021-2022 school year: 478⁵.

Emergency Services

19. The Site is within the Hall County Fire District HCFD 3. The nearest fire department is circa 10 miles from the Site (470 Crescent Dr, Gainesville, GA 30501).
20. The Site is in the Hall County Police Precinct Area. The nearest police station is the Hall County Police Headquarters at 2859 Browns Bridge Rd, Gainesville, GA 30504 (circa 9.9 miles from the Site).

³ [National Center for Education Statistics](#)

⁴ [National Center for Education Statistics](#)

⁵ [National Center for Education Statistics](#)

21. A new medical center is also planned within the vicinity as part of a proposed 200,000 square foot medical park⁶.

Utilities

22. The Site currently has access to water along Sardis Road.
23. There is no existing sewage network to the Site. However, Hall County and the City of Gainesville officials have confirmed the following:
- a. The applicant has come to an annexation agreement of the site with the City of Gainesville for public sanitary sewer from the City of Gainesville Water and Sewer Department, via force main from Walnut Grove Way.
 - b. The sewer extension will be paid for by the developer, and then dedicated to the City of Gainesville Water and Sewer Department. A force main is necessary, due to topographic changes from the low point (1,200') of the development to the high point (1,300') near Sardis, Price, and Short Roads. The force main, by its nature, will prevent any other tie-ins, and thus, would not open other parcels for development, nor public sewer access, but will only serve the development at 4363 Sardis Road.
24. The Site also has electricity available.

D. THE PROPOSAL

25. Sardis Park will consist of 125 high-quality, single-family homes. Homes will feature a backyard, patios, and garages.
26. Sardis Park's master plan includes 13.7 acres of green space, comprising roughly 32.8% of the total plan area. This green space will feature walking trails, a pond, and parks. The entire Site will also be laid out to allow for and encourage appreciation of nature and open space, ensuring all residents can enjoy happy, healthy, and active lifestyles.
27. Originally, the planning application and site plan had below 30% open space. The applicant aims to provide a high-quality subdivision that appreciates green space and

⁶ [Northeast Georgia Health System](#)

considers the counties' and community's preferences. Therefore, the applicant increased open space to the 32.8%.

28. In order to reflect the property's woodland style, as well as reduce environmental impact of the development, the master plan features new tree plantings throughout the development and along the trail network.
29. The housing materials will comply with Hall County regulations and may include cedar shake, wood, brick, and stone, among other materials allowable via the Hall County design standards. Vinyl will not be used.
30. The proposal requires rezoning from the existing designation, AR-III, to a PRD designation.
31. Hours of construction operation will be Monday through Saturday from approximately 8:00 AM until 5:00 PM.
32. There is one sign located near the entrance of the property in accordance with Hall County's design standards.
33. Though lighting is not yet finalized, all lighting will comply with Hall County's design standards.

Rationale

34. As the result of extensive site investigation, due diligence, and community discussion, the applicant firmly believes that 4363 Sardis Road is an appropriate location for a single-family residential neighborhood. The due diligence investigation has determined that a rezoning of the property from AR-III to PRD can be beneficial towards the community.
35. After researching various plots of available land, 4363 Sardis Road was identified as the most feasible location due to the high job and population growth in the desired area.
36. Sardis Park responds to a changing and growing market and population dynamic within the broader Atlanta Metropolitan area.

37. The region's familial population is also growing rapidly. In 2016, approximately 72% of Hall County households consisted of families⁷. By 2022 households grew to 82% with the number of familial households totaling just over 50,000⁸.
38. Hall County's growth forecast is approximately 63.5%, bringing the county's total population to over 328,058.

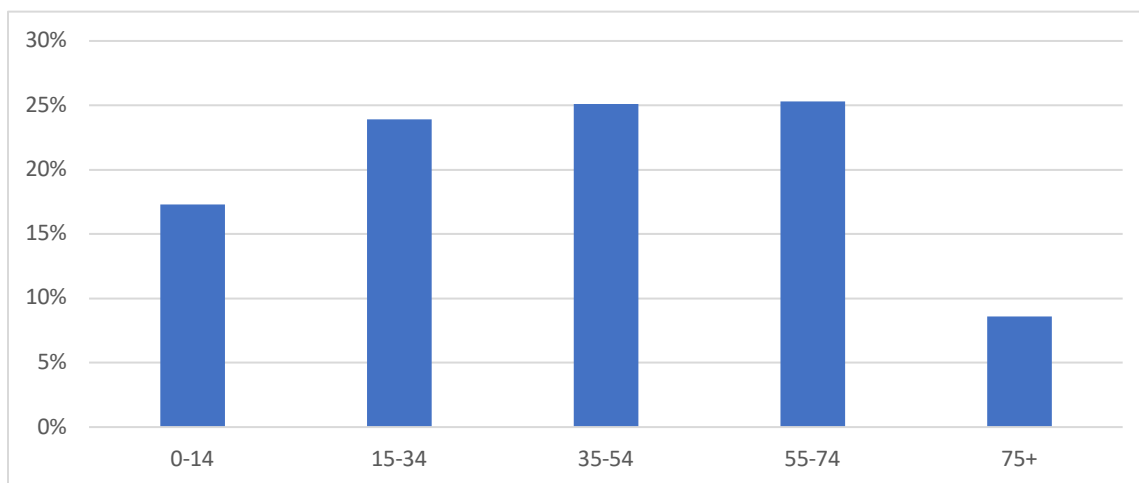


Figure 5: Age Cohort Distribution within 5 Miles of the Site

39. Sardis Park will provide suitable homes for families who wish to live comfortably in a community away from the major cities. This neighborhood adds a sense of place that allows residents to connect and form a community with one another, while providing a vacation-style permanent home.
40. The proposed unit count efficiently utilizes the developable area within the property while preserving 32.8% of the land area for green space, recreation areas, and a trail network. It also promotes a sense of community connection and neighborliness.
41. Sardis Park will activate the Property and provide a peaceful and comforting atmosphere that can be enjoyed by the community.
42. The property is located near retail, dining, services, places of worship, and community facilities, therefore supporting active lifestyles among residents while also enabling them to stay engaged within the community (figure 6).

⁷ [ARC](#)

⁸ [Census Reporter](#)

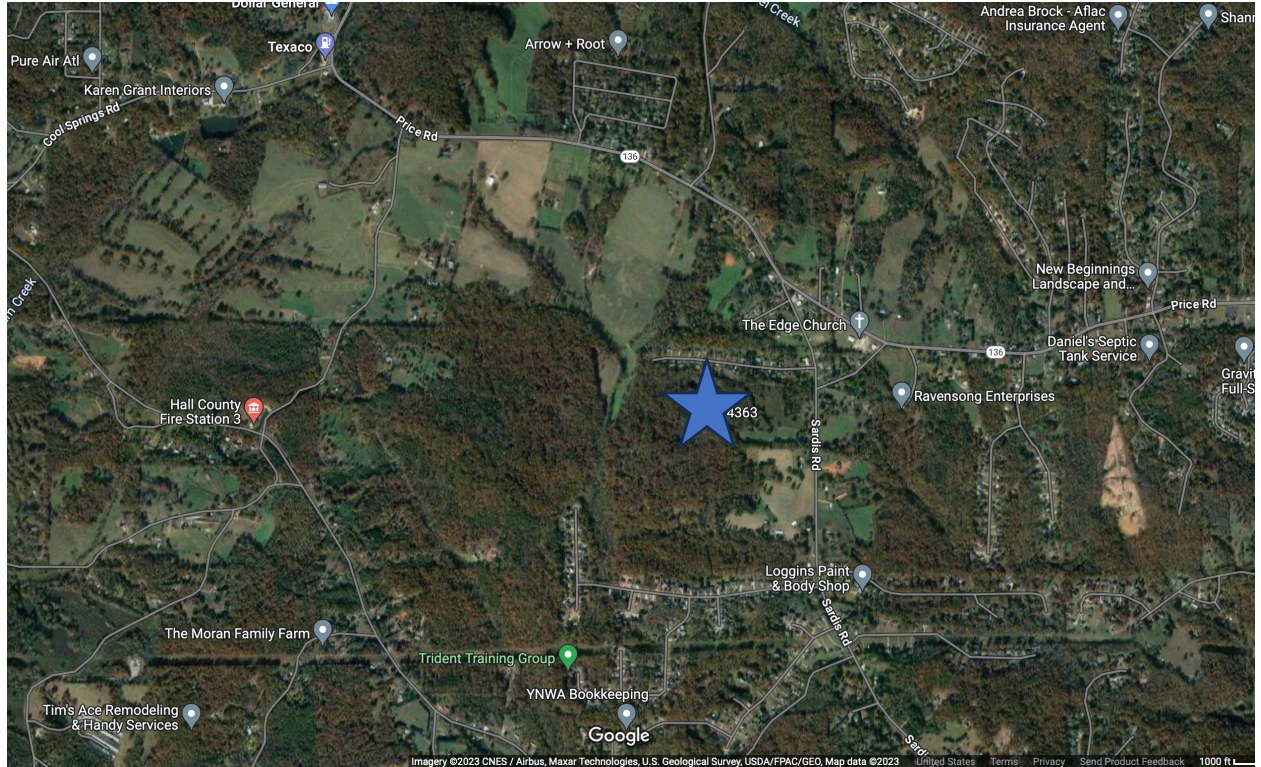


Figure 6: Surrounding Area of 4363 Sardis Rd

43. After much research and analysis, the applicant believes that 125 units is the best option to provide the residents with a high quality of living, sense of place, stormwater and sewer management, and sense of connection within Hall County.
44. As the population of Hall County continues to grow, the demand for housing continues to increase. Therefore, the applicant believes that the conversion of zoning from AR-III to PRD is the most feasible option to balance the need for housing with the need to reduce environmental impact.
45. PRD is allowed in the Residential future land use categories throughout Hall County. The Residential future land use category, which applies to most other single-family residential areas within the county, allows two-units to an acre. The applicant is proposing 2.99 units to an acre, similar to nearby rezoning cases that requested PRD at 3.37 units per acre (3824/30/42 Price Rd, Gainesville, GA 30517). The applicant is able to serve the needs of the Gainesville Hall County community by offering a housing product that cannot be accommodated in nearby future land use designations.
46. The Site follows the overall character and intent of the Residential future land use designation by:

- a. Setting aside open space;
- b. Maintaining and creating connections between natural features (ie: the pond and trees via walking paths);
- c. Including community parks;
- d. And the inclusion and addition of public water and force main sewer.

E. PRE-APPLICATION ENGAGEMENT

47. An engagement program was initiated to:

- a. Understand the detailed requirements of PRD developers in order to design a development plan that meets those requirements and also to gain evidence of why this Site is suitable and needed for such a development;
- b. Engage with Hall County Officers so that they have knowledge and awareness of the project if they are approached by constituents or other members of the public;
- c. Present the plan to elected representatives; and
- d. Identify and present the plan to local community interest groups via a community engagement event at a time and day when residents are available.

Community Engagement

48. Community engagement is a critical component of any development plan, and the applicant intends to connect with the community at various stages of the project.

Ahead of submitting this application, the applicant engaged the community by:

- a. Sending written notifications on October 30, 2023, to 98 local neighbors within 1,000 square feet of the perimeter of Sardis Park to invite them to a community engagement event;
- b. Hosting a community engagement event on November 06, 2023, from 5:00 PM to 7:00 PM at Murrayville Branch of the Hall County Library system;
- c. Concurrently with this, launching a website on October 31, 2023 (<https://www.dlbp.us/sardis-road>) with information about the proposal and an opportunity to comment on the proposal; and

- d. Analyzing comments and identifying how to amend the plan to incorporate the ideas and reflect the feedback received.
- e. Additional community engagement details are included in the Appendix.



Figures 7, 8, 9,10: Photos of consultation event

Comments at the Community Engagement Open House:

49. Eight people, comprising representatives from all adjacent neighborhoods, attended the community engagement open house on November 06, 2023. Almost every person adjacent to the property and most effected by the proposal appeared at the event. The attendees of the open house showed interest in the proposal. Even though they are reluctant towards growth, they understand the need for housing and the benefits that the proposal could serve for their community. Overall, the community attendees

expressed their interest in the process and wanted to stay involved in the rezoning process.

50. District 4 Commissioner Powell was also invited to the event but was unable to attend.

51. Several attendees adjacent to the site were concerned about their privacy. The applicant took this feedback into consideration and opted to add a contingency requiring that residents in Sardis Park cannot build on the 50-foot buffer zones requirement.

52. Many residents expressed interest and excitement at the prospect of sewer being extended to Sardis Park, near their properties.

Comments submitted through the website by local residents:

Comment	Action
<p>“Not looking forward to this and will do my best to fight it’s completion.” (Submission via our website)</p>	<p>Though the concerned neighbor submitted this response on our website anonymously before the community engagement event, we emphasized that this proposal is for a high-quality community that will benefit both the potential residents of Sardis Park and the surrounding community with the addition of high-quality homes and public sewer access.</p>
<p>“Concerns with walking trail coming off the road; fencing around property? walking trail next to our property” The neighbor is worried about unwanted people accessing the development with the walking trail starting from the road. (Submission via a notecard at the community engagement event)</p>	<p>To address the neighbor’s concerns, we adjusted the site plan so the walking trail will be accessed via the North side of Sardis Road.</p>
<p>“Dedicated buffer instead of on the lots” The neighbor was concerned about the residents expanding onto the 50-foot buffer, since his property is adjacent. (Submission via a notecard at the community engagement event).</p>	<p>The lots are no longer in the 50-foot buffers.</p>

F. ANALYSIS

Compatibility with Hall County 2017-2037 Comprehensive Plan

53. This planned residential development aligns with the goals for the 2017-2037 Comprehensive Plan. The main considerations for the proposal are:

- The Community Vision
 - Social and Economic Development (SED);
 - Development Patterns (DP); and
 - Resource Conservation (RC).

Development Patterns (DP)

54. DP Goal 2: *“Maintain greenspace in new development.”*

- a. This proposal maintains 32.8% greenspace, while integrating the space as a recreational area for the residents through pocket and entrance parks, a pond feature, and a walking trail.

55. DP Goal 3: *“Protect and enhance established neighborhoods.”*

- a. This proposal makes sure to provide the necessary buffers and sense of place that easily integrates this proposal into the surrounding community.
- b. The proposal will supply high-quality homes with the addition of public sewer, which will enhance the proposed community and surrounding neighborhoods.

56. DP Goal 5.2: *“Discuss and coordinate housing-related needs and initiatives with the City of Gainesville, Habitat for Humanity, and other public and private stakeholders to maximize the use of financial and staff resources.”*

- a. After much due diligence, research on Hall County’s growth and development patterns, and coordination with Hall County planning staff the applicant identified PRD as the most beneficial opportunity for this Site.
- b. The addition of public sewer also provides a positive environmental impact compared to septic, since sewer can withstand excess water from rain, storms, and utility usage.

Resource Conservation (RC)

57. RC Goal I: “Protect water resources and improve water quality.”

- a. This proposal will protect the on-site pond to utilize as an aesthetic water feature.

Traffic Impact Study

58. Kimley Horn was engaged to produce a traffic study for Sardis Park. Kimley Horn conducted traffic counts on October 25, 2023, while school was in session, to analyze the potential traffic impacts of Sardis Park and associated vehicular traffic. The west side of Sardis Road and south of Short Road were studied in detail.

59. A more in-depth and detailed traffic study was conducted on November 10, 2023.

60. The findings concluded that the Site is predicted to accumulate 1,238 total daily traffic with 619 inbound trips and 619 outbound trips. The traffic study indicates that, during peak AM hour, the development will only generate 24 inbound trips and 67 outbound trips. During the PM hour, the development will generate only 77 inbound trips and 46 outbound trips.

61. The study found that it was unnecessary for any additional off-site improvements. However, a southbound right-turn deceleration lane along Sardis Road entering the development is recommended.

2: Project Trip Generation Summary											
Land Use	Density	ITE Code	Daily Traffic			AM Peak Hour			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
Single-Family Detached Housing	125 units	210	1,238	619	619	91	24	67	123	77	46
Total Gross Trips			1,238	619	619	91	24	67	123	77	46
<i>Mixed-Use Reduction</i>			-0	-0	-0	-0	-0	-0	-0	-0	-0
<i>Alternative Mode Reduction</i>			-0	-0	-0	-0	-0	-0	-0	-0	-0
<i>Pass-by Reduction</i>			-0	-0	-0	-0	-0	-0	-0	-0	-0
Total Net New Trips			1,238	619	619	91	24	67	123	77	46

Figure 11: Project Trip Generation Summary

Stormwater

62. The site plan has been designed to meet and exceed all stormwater requirements, including attenuating stormwater runoff through the use of two distributed detention areas which are shown on the site plan. Developing the Site for PRD in accordance with the site plan ensures that there are no adverse stormwater impacts.
63. The developer will take the necessary actions to mitigate stormwater runoff, which include:
- a. Providing stormwater detention/retention areas;
 - b. Minimizing impermeable surfaces; and
 - c. Planting vegetation and trees.

Anael Dominguez (CDI: Planning)

From: Katie L. Greenway (CDI: Planning)
Sent: Tuesday, January 16, 2024 9:06 AM
To: Anael Dominguez (CDI: Planning)
Subject: FW: Sardis Park (4363 Sardis Road) Supplemental Information.

Please add to file.

Thank you,

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



From: Artagus Newell <artagusnewell@dlbp.us>
Sent: Monday, January 15, 2024 1:51 PM
To: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Billy Powell (County Commission) <bpowell@hallcounty.org>; cbraswell@nortoncommercial.com; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc: Devynn Glanz <devynnglanz@dlbp.us>; Dominic Lawson <dominiclawson@dlbp.us>
Subject: Re: Sardis Park (4363 Sardis Road) Supplemental Information.

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 Katie, Commissioner Powell, Planning Chair Braswell, and Ms. Garmon.

DLBP is pleased to share more images (first four) of homes that share a similar aesthetic to what is envisioned for Sardis Park. We wanted to emphasize that these images are to illustrate the type of **design and architecture** that would be present in Sardis Park and **not the density**. These are images from neighboring communities, and the lot sizes vary in their range, with some as small as 3,000 square feet. The last five images (sent in an earlier email) are more indicative of the density proposed for Sardis Park.







Thanks,
Artagus.

Artagus Newell
MPA
Director of Planning

On behalf of
DLBP LLC

2727 Paces Ferry Road SE
Suite 1625
Atlanta
GA 30339
United States

Direct: +1 (678) 378-2737
artagusnewell@dlbp.us
www.dlbp.us

DLBP LLC is a Delaware limited liability company.
Registered for business in the State of Georgia.

On Jan 14, 2024, at 3:17 PM, Artagus Newell <artagusnewell@dlbp.us> wrote:

Hello Katie, Commissioner Powell and Planning Chair Braswell.

DLBP received comments last week from Hall County on 4363 Sardis Road (Sardis Park), to which we have undertaken efforts to address all questions raised. DLBP is committed to adhering to and exceeding the County's requirements and expectations, and we hope our continued efforts are reflected in our provisions and responses to the County.

1. We have included ten plus additional images of house and street elevations similar to what would be in Sardis Park. These images are reflective of the Hall County UDC section 17.180.060, which calls for garages to be recessed at least five feet in PRD zoning. Please note the images are from three different developments in

three nearby counties and so the precise details and dimensions may not correspond with your standards but they illustrate the quality of architecture, materials, landscaping and community feel that we intend for Sardis Park.

2. We have updated the site-plan to reflect a minimum 5,000 square foot lot. The site-plan is also updated to show full compliance with stream buffer setbacks, as per the Hall County Code, and our conversations and emails. This is much more in line with other developments similar to ours, which the County has seen recently. We have included an Excel sheet detailing the lot numbers and their respective lot sizes, as well detailed typical lot layouts.

3. The 50' undisturbed buffer will be a combination existing and planted vegetation, to give an effective visual screening between Sardis Park and the existing neighborhood. This also keeps a rural look and feel.

4. The dual cul-de-sac has been eliminated and replaced with a loop, comply with Engineering Standards of the Hall County UDC section 16.60.200.

5. A left turn lane from Sardis Road leading into Sardis Park, as per instruction from Hall County engineering. We have also shown fire hydrants spaced at 1,000', as per Hall County Code 18.080.040.

<2024-1-13 GRACE- SARDIS ROAD 1 B&W.pdf>
<2024-1-13 GRACE- SARDIS ROAD 2 B&W.pdf>
<2024-1-13 LOT SIZE DISTRIBUTION CHART.xlsx>
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<IMG_0997.jpeg>

<IMG_0998.jpeg>

<IMG_0999.jpeg>

Thanks,
Artagus

Artagus Newell
MPA
Director of Planning

On behalf of
DLBP LLC

2727 Paces Ferry Road SE
Suite 1625
Atlanta
GA 30339
United States

Direct: +1 (678) 378-2737
artagusnewell@dlbp.us
www.dlbp.us

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Registered for business in the State of Georgia.

Rezoning Plat

4363 Sardis Road

Hall County, Georgia Land Lot 75, 10th District, 20th Section

prepared for:

Grace of Georgia Developments, LLC
78 Lindbergh Drive NE, Unit 100
Atlanta, Georgia 30305

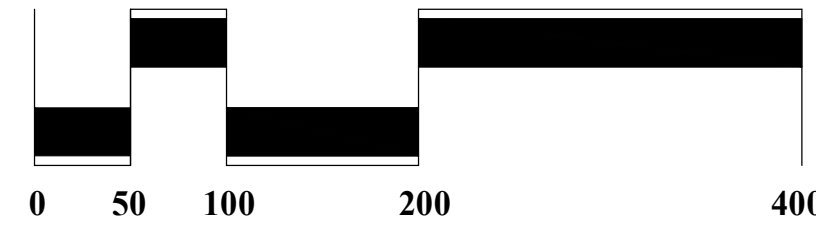
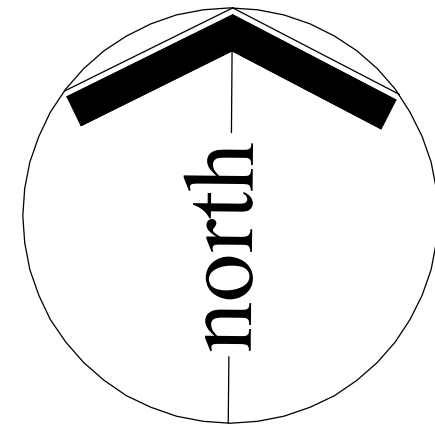
DGM

LAND PLANNING
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1635 OLD HWY 41
SUITE 112-314
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770-514-9006
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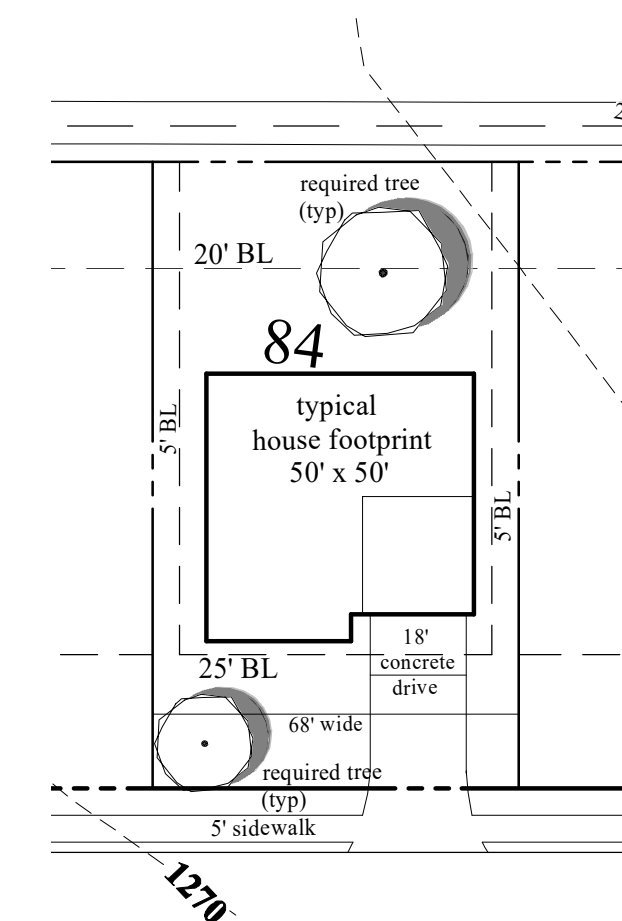


Scale: 1" = 100'
January 30, 2024

Site Data

Total Site Area: 41.71 AC
Present Zoning: AR-III
Proposed Zoning: PRD
Total Lots Shown: 110
Overall density: 2.63 UN/AC
Open Space Provided: 13.6 AC
(32.6% of total site area)
Minimum Lot Size: 8,000 SF
Average Lot Size: 8,221 SF

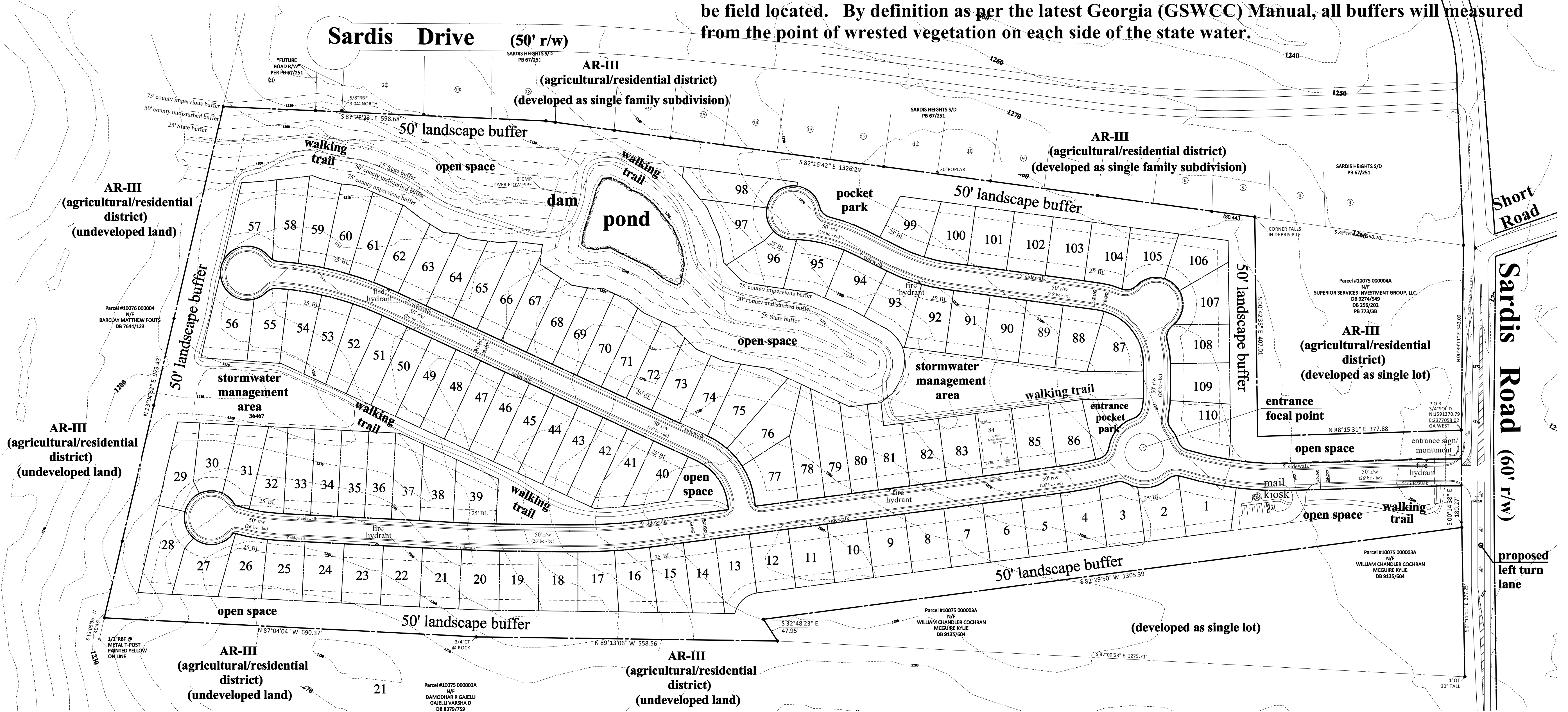
Minimum Lot Width Shown: 50'
Building Setbacks:
front: 25'
side: 5'
rear: 20'



Typical Lot
not to scale

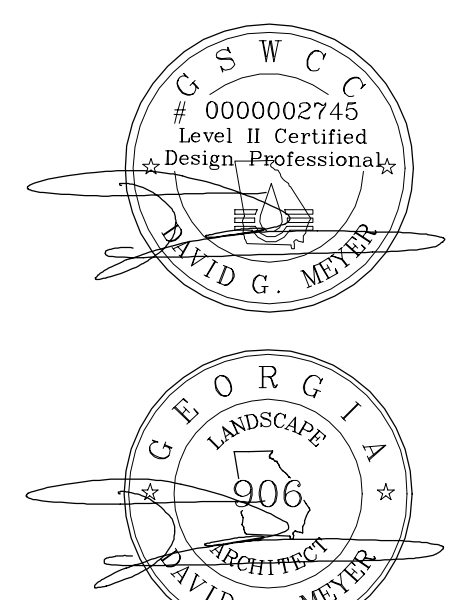
Note:

On this site plan, the location of all state waters has been estimated based on pond location, boundary survey, and topography. On construction drawings and final plat, all state waters will be field located. By definition as per the latest Georgia (GSWCC) Manual, all buffers will be measured from the point of wretched vegetation on each side of the state water.

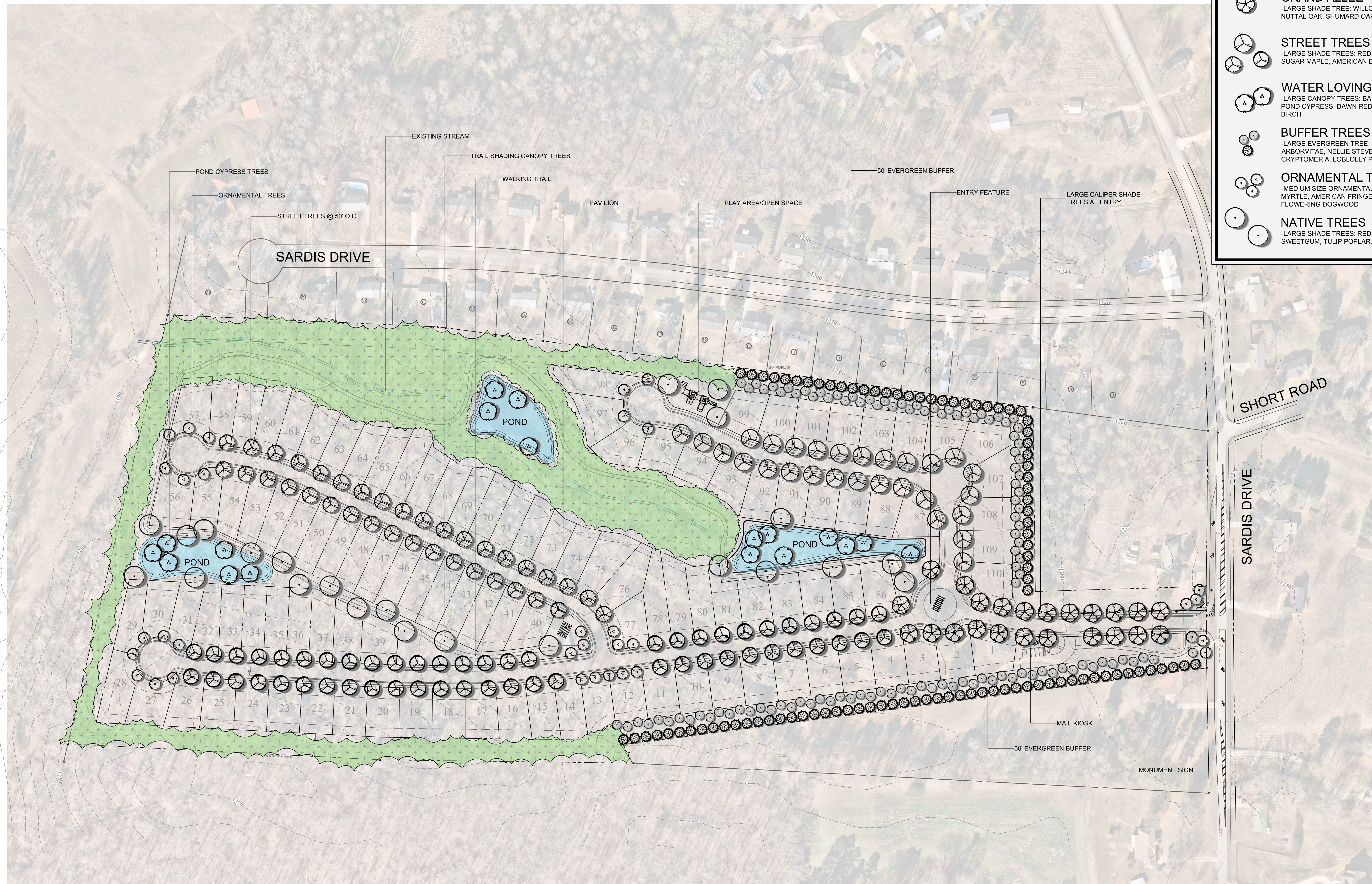


General Notes:

1. Boundary and topography from Hall County GIS.
2. According to Flood Insurance Rate Map (FIRM) #13139C0175G, April 4, 2018, no portion of this site contains floodplain.
3. No cemeteries are known to exist on site.
4. Streams and/or wetlands are to be determined.
5. No archeological or architectural landmarks are known to exist on site.
6. No utility easements exist on site.
7. Stormwater management and water quality structures are conceptual in size and will be revised based on hydrologic study.



Drawing name: K:\ALP_LAP\000_SARDIS ROAD\CAD\Plan\Sheet\1-00_HARDSCAPE PLAN.dwg L1-00 CONCEPT MASTER PLAN Feb 02, 2024 7:39am by catherine.henderson



TREE LEGEND	
	GRAND ALLEE -LARGE SHADE TREE: WILLOW OAK, NUTTAL OAK, SHUMARD OAK
	STREET TREES -LARGE SHADE TREES: RED MAPLE, SUGAR MAPLE, AMERICAN ELM.
	WATER LOVING TREES -LARGE CANOPY TREES: BALD CYPRESS, POND CYPRESS, DAWN REDWOOD, RIVER BIRCH
	BUFFER TREES -LARGE EVERGREEN TREE: GREEN GIANT ARBORVITAE, NELLIE STEVEN HOLLY, CRYPTOMERIA, LOBLOLLY PINE, MAGNOLIA
	ORNAMENTAL TREES -MEDIUM SIZE ORNAMENTAL TREE: CRAPE MYRTLE, AMERICAN FRINGE TREE, FLOWERING DOGWOOD
	NATIVE TREES -LARGE SHADE TREES: RED OAK, SWEETGUM, TULIP POPLAR.

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ATLANTA, GEORGIA 30309
PHONE (770) 619-4282
WWW.KIMLEY-HORN.COM

PREPARED FOR

PROJECT

ISSUANCE AND REVISION DESCRIPTIONS

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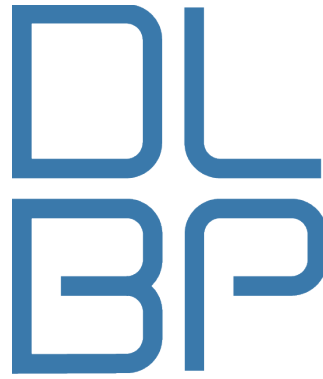
PREPARED FOR

PROJECT

ISSUANCE AND REVISION DESCRIPTIONS

DATE

BY



DLBP LLC
2727 Paces Ferry Road SE
Suite 1625
Atlanta
GA 30339
United States

+1 (302) 573-0268
devynnglanz@dlbp.us
www.dlbp.us

**4363 SARDIS RD
SARDIS PARK
TREE SCREENING AND BUFFERS VISUAL REPRESENTATIONS**

January 30, 2024

ILLUSTRATIVE REPRESENTATION FOR SARDIS PARK:



PRECEDENT IMAGES:



Tree buffers for Riverside Drive Neighborhood in Sandy Springs



Tree buffers in front of Junction at Vinings apartments: 2101 Paces Ferry Rd SE, Smyrna, GA 30080

Rezoning Plat

4363 Sardis Road

Hall County, Georgia Land Lot 75, 10th District, 20th Section

prepared for:

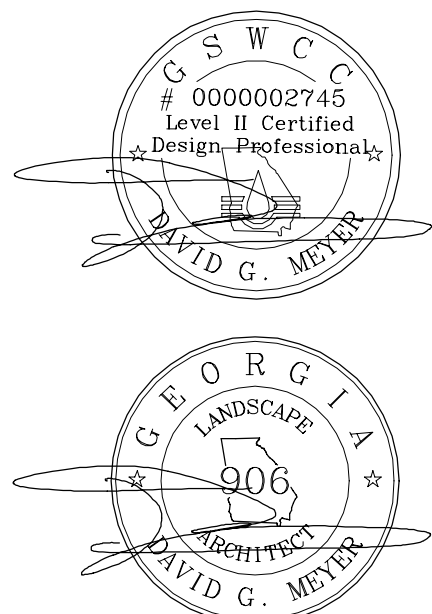
Grace of Georgia Developments, LLC
78 Lindbergh Drive NE, Unit 100
Atlanta, Georgia 30305

DGM

LAND PLANNING
CONSULTANTS, INC.



1635 OLD HWY 41
SUITE 112-314
KENNESAW, GA 30152
770-514-9006
DGMLPC.COM



General Notes:

- Boundary and topography from Hall County GIS.
- According to Flood Insurance Rate Map (FIRM) #13139C0175G, April 4, 2018, no portion of this site contains floodplain.
- No cemeteries are known to exist on site.
- Streams and/or wetlands are to be determined.
- No archeological or architectural landmarks are known to exist on site.
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- Stormwater management and water quality structures are conceptual in size and will be revised based on hydrologic study.

Site Data

Total Site Area: 41.71 AC
Present Zoning: AR-III
Proposed Zoning: PRD
Total Lots Shown: 125
Overall Density: 2.99 UN/AC
Open Space Provided: 13.7 AC (32.8% of total site area)
Minimum Lot Size: 5,001 SF
Average Lot Size: 7,017 SF

Minimum Lot Width Shown: 50'

Building Setbacks:

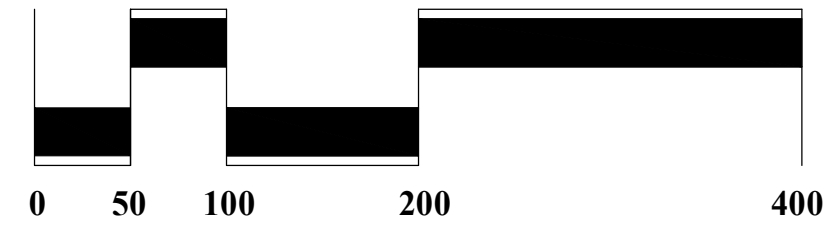
front: 25'
side: 5'
rear: 20'

Note:

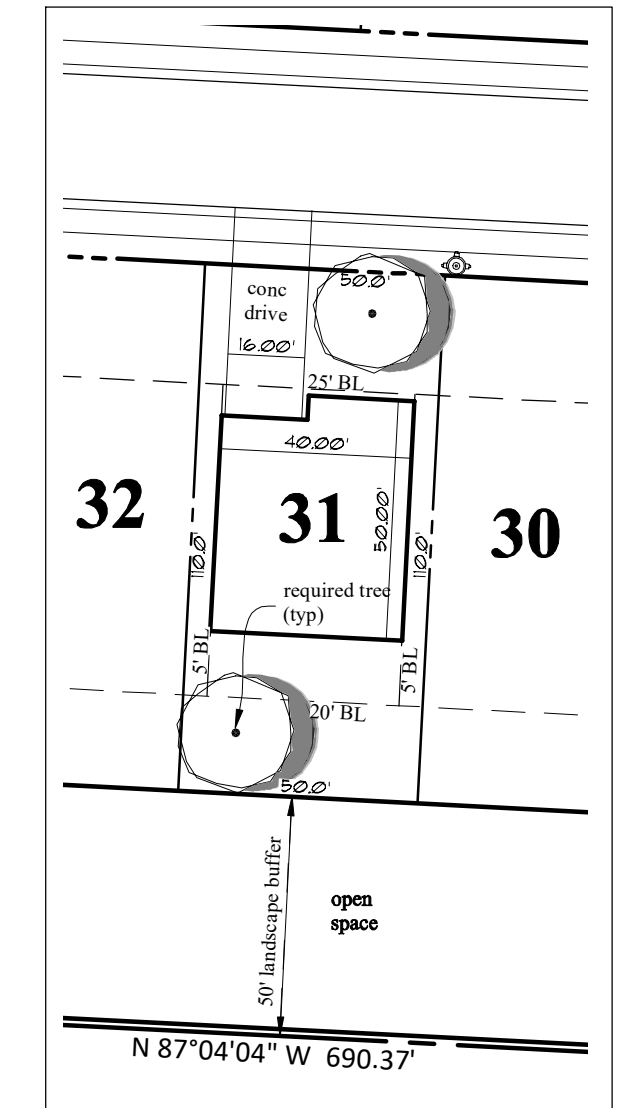
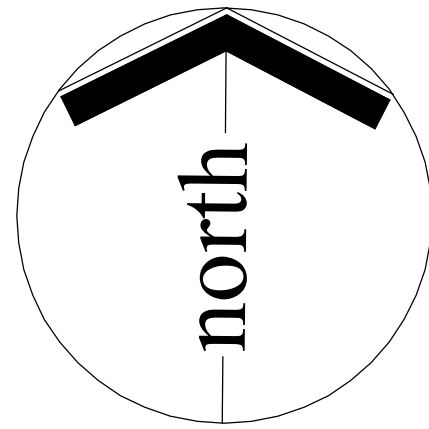
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Lot Size Breakdown:

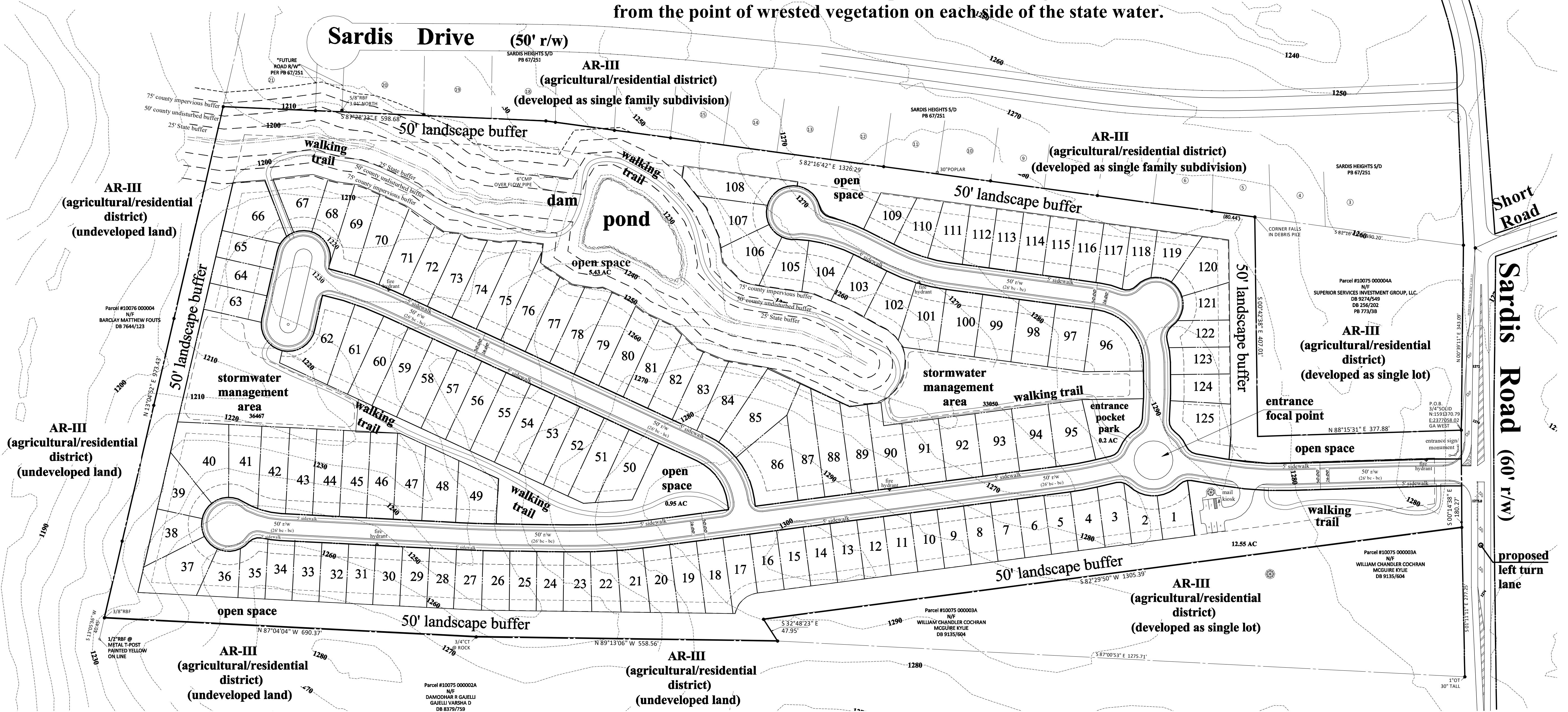
Qty:	Size:
49	5000- 6000 SF
15	6000-7000 SF
13	7000-8000 SF
48	8000+ SF



Scale: 1" = 100'
January 13, 2024



Typical Lot
Scale: 1" = 40'



Typical Lot Layouts

4363 Sardis Road

Hall County, Georgia Land Lot 75, 10th District, 20th Section

prepared for:

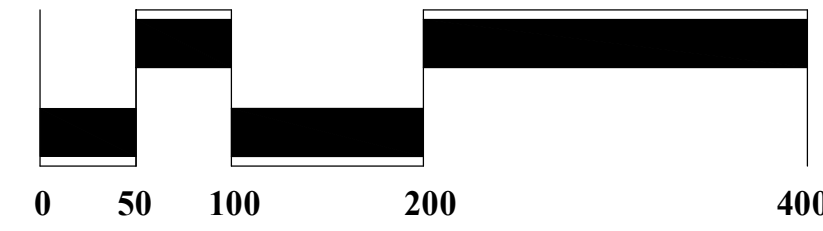
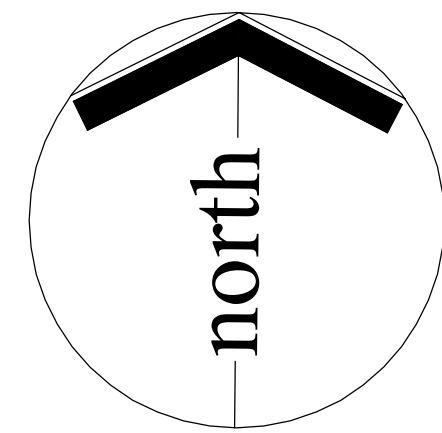
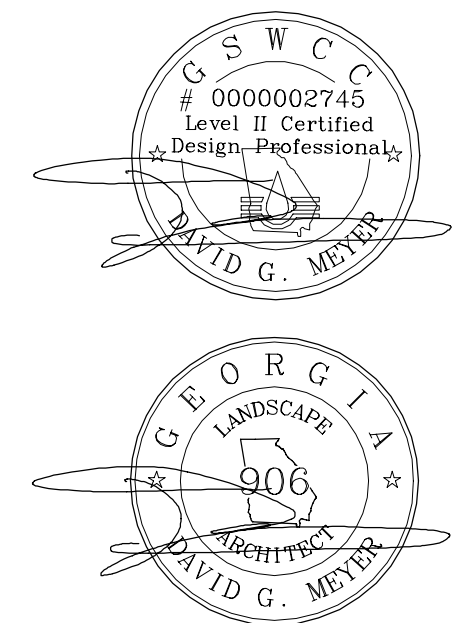
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LAND PLANNING
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1635 OLD HWY 41
SUITE 112-314
KENNESAW, GA 30152

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Scale: 1" = 100'
January 13, 2024

Site Data

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Proposed Zoning: PRD
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Average Lot Size: 7,017 SF

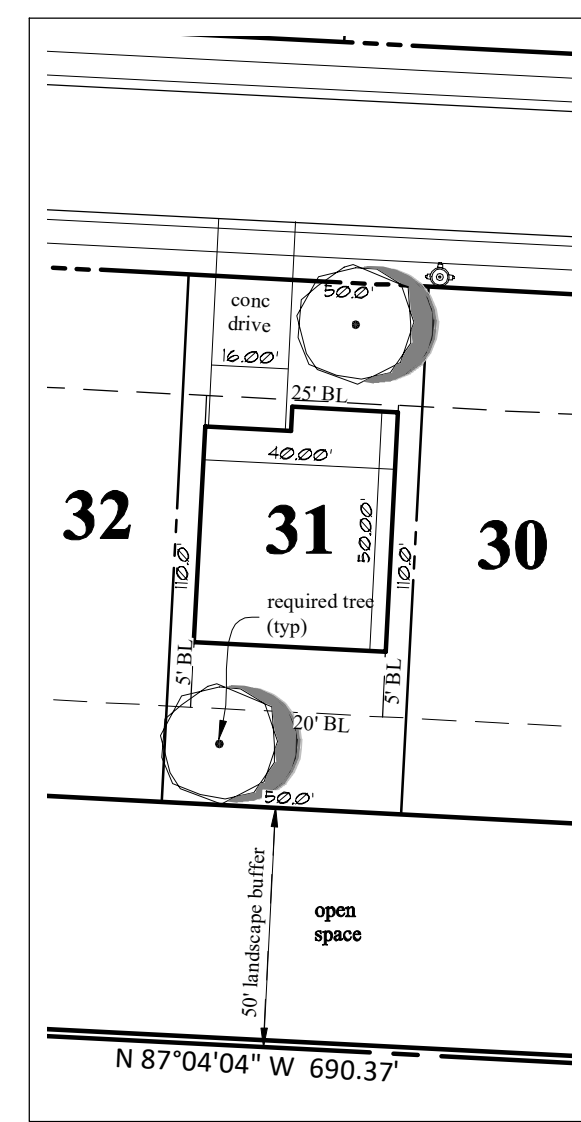
Minimum Lot Width Shown: 50'

Building Setbacks:

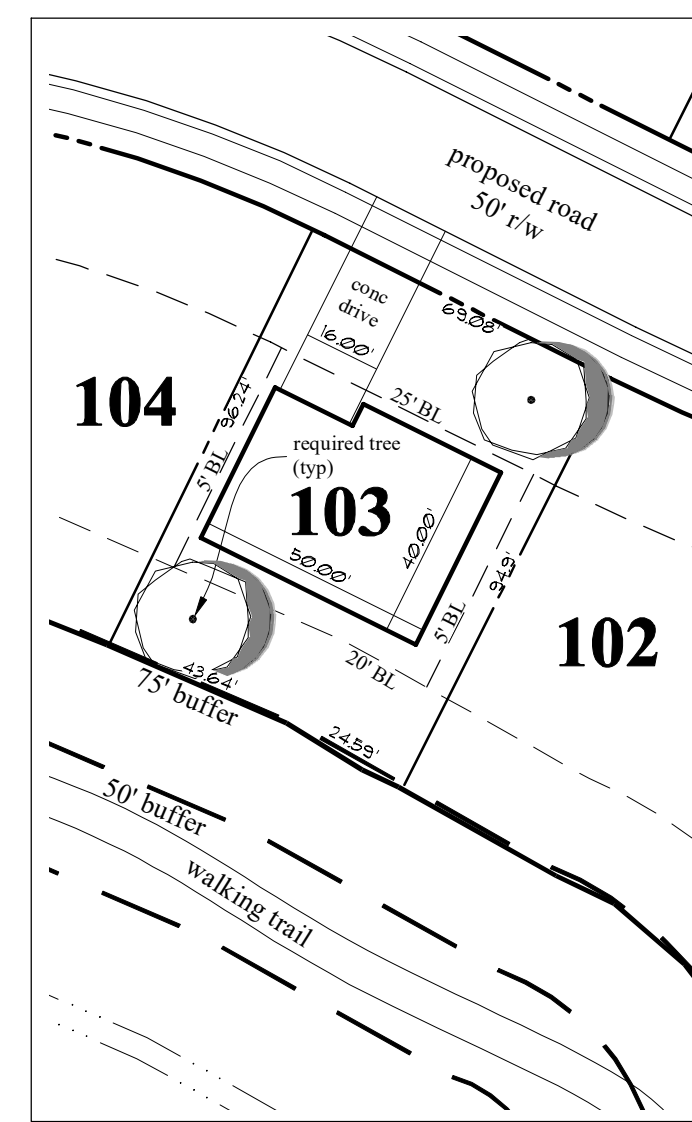
front: 25'
side: 5'
rear: 20'

Lot Size Breakdown:

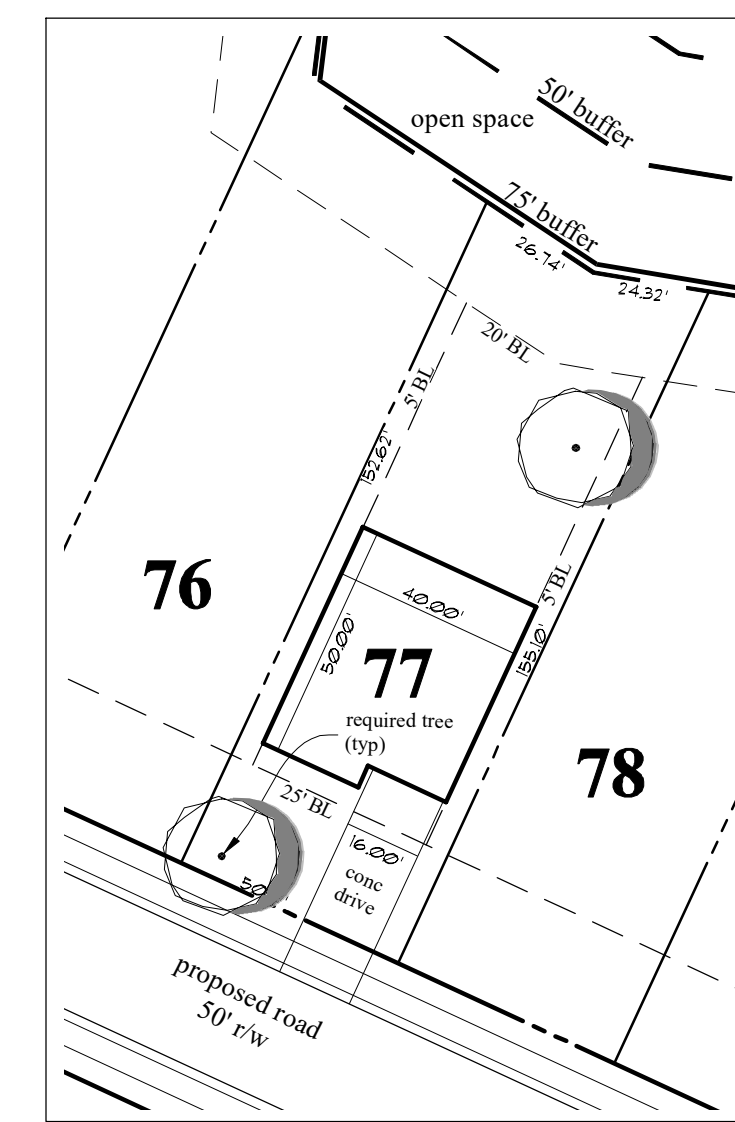
Qty:	Size:
49	5000- 6000 SF
15	6000-7000 SF
13	7000-8000 SF
48	8000+ SF



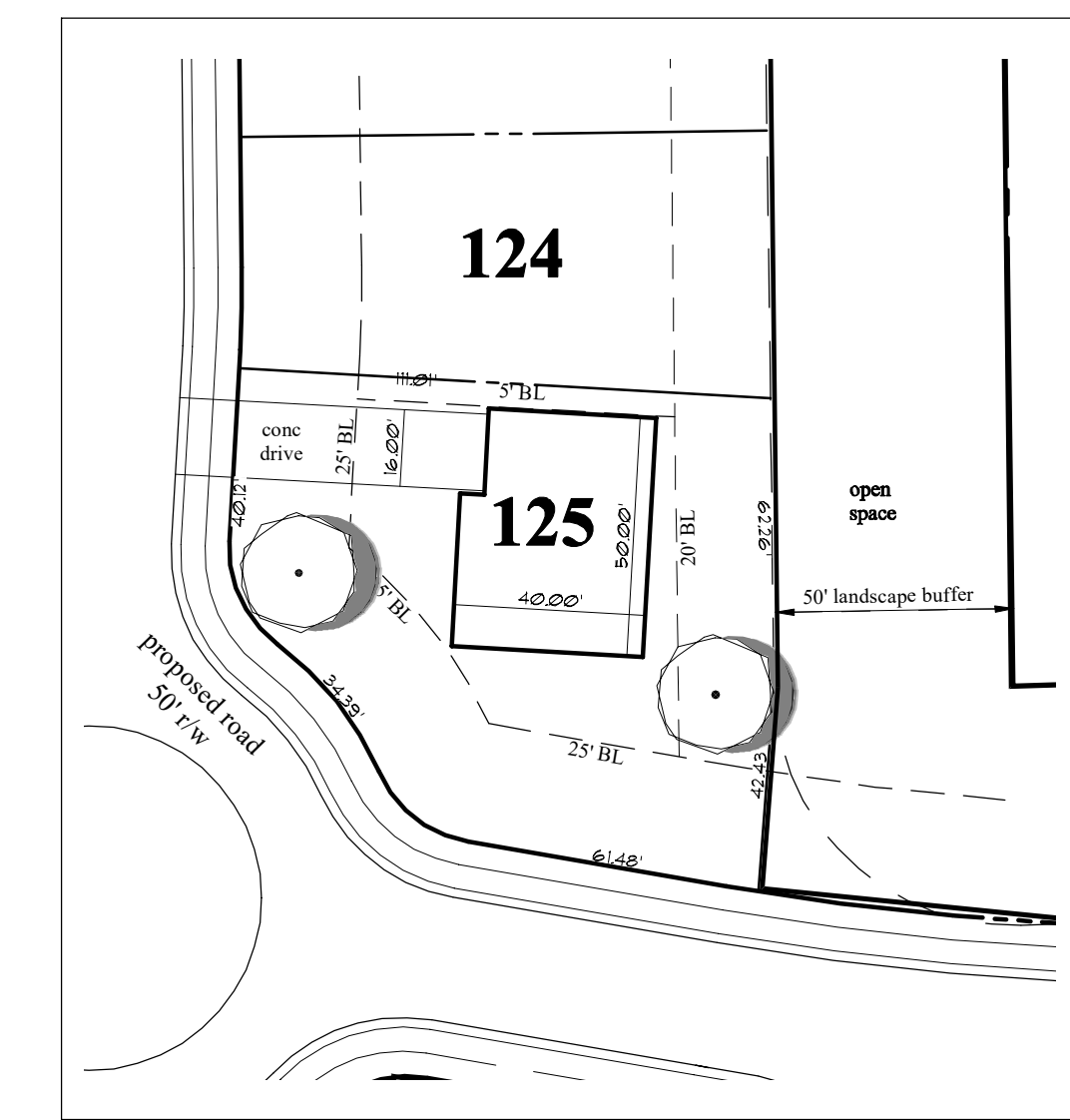
Typical Lot 5K
Scale: 1" = 40'
5,500 SF



Typical Lot 6K
Scale: 1" = 40'
6,501 SF



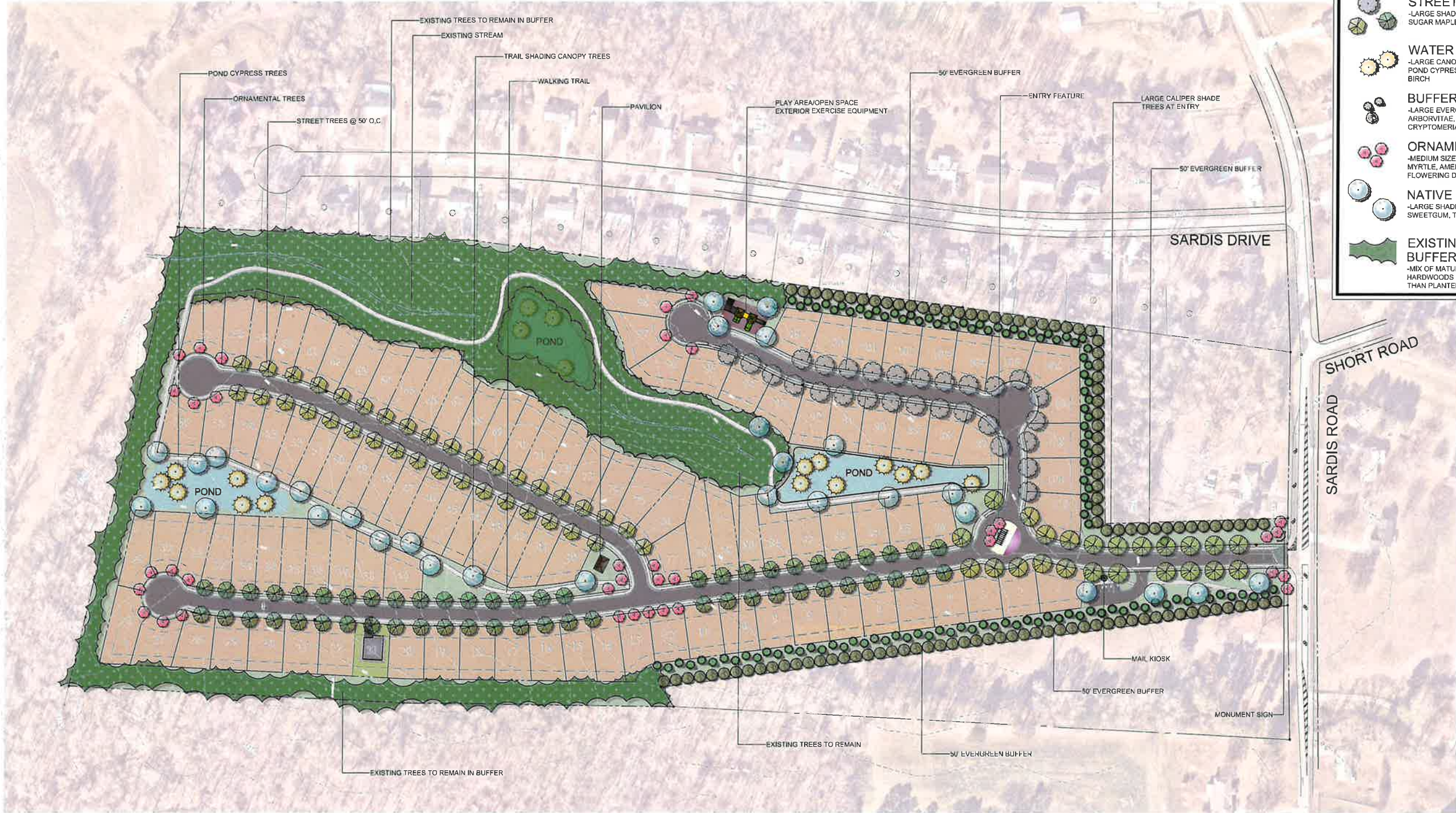
Typical Lot 7K
Scale: 1" = 40'
7,557 SF



Typical Lot 8K+
Scale: 1" = 40'
10,529 SF

General Notes:

- Boundary and topography from Hall County GIS.
- According to Flood Insurance Rate Map (FIRM) #13139C0175G, April 4, 2018, no portion of this site contains floodplain.
- No cemeteries are known to exist on site.
- Streams and/or wetlands are to be determined.
- No archeological or architectural landmarks are known to exist on site.
- No utility easements exist on site.
- Stormwater management and water quality structures are conceptual in size and will be revised based on hydrologic study.



TREE LEGEND	
	GRAND ALLEE -LARGE SHADE TREE: WILLOW OAK, NUTTAL OAK, SHUMARD OAK
	STREET TREES -LARGE SHADE TREES: RED MAPLE, SUGAR MAPLE, AMERICAN ELM
	WATER LOVING TREES -LARGE CANOPY TREES: BALD CYPRESS, POND CYPRESS, DAWN REDWOOD, RIVER BIRCH
	BUFFER TREES -LARGE EVERGREEN TREE: GREEN GIANT ARBORVITAE, NELLIE STEVEN HOLLY, CRYPTOMERIA, LOBLOLLY PINE, MAGNOLIA
	ORNAMENTAL TREES -MEDIUM SIZE ORNAMENTAL TREE: CRAPE MYRTLE, AMERICAN FRINGE TREE, FLOWERING DOGWOOD
	NATIVE TREES -LARGE SHADE TREES: RED OAK, SWEETGUM, TULIP POPLAR
	EXISTING FOREST BUFFER TO REMAIN -MIX OF MATURE, LARGE PINES AND HARDWOODS EQUAL TO OR GREATER THAN PLANTED BUFFER

BALD CYPRESS REDWOOD



RIVER BIRCH



CRAPE MYRTLE



AMERICAN FRINGE TREE



FLOWERING DOGWOOD



RED OAK



SWEETGUM



TULIP POPLAR



NUTTALL OAK



SHUMARD OAK



WILLOW OAK



RED MAPLE



SUGAR MAPLE



AMERICAN ELM



GREEN GIANT ARBORVITAE



NELLIE STEVENS HOLLY



CRYPTOMERIA

SITE ENTRYWAY: SCALE 1" = 20'



MAIL KIOSK

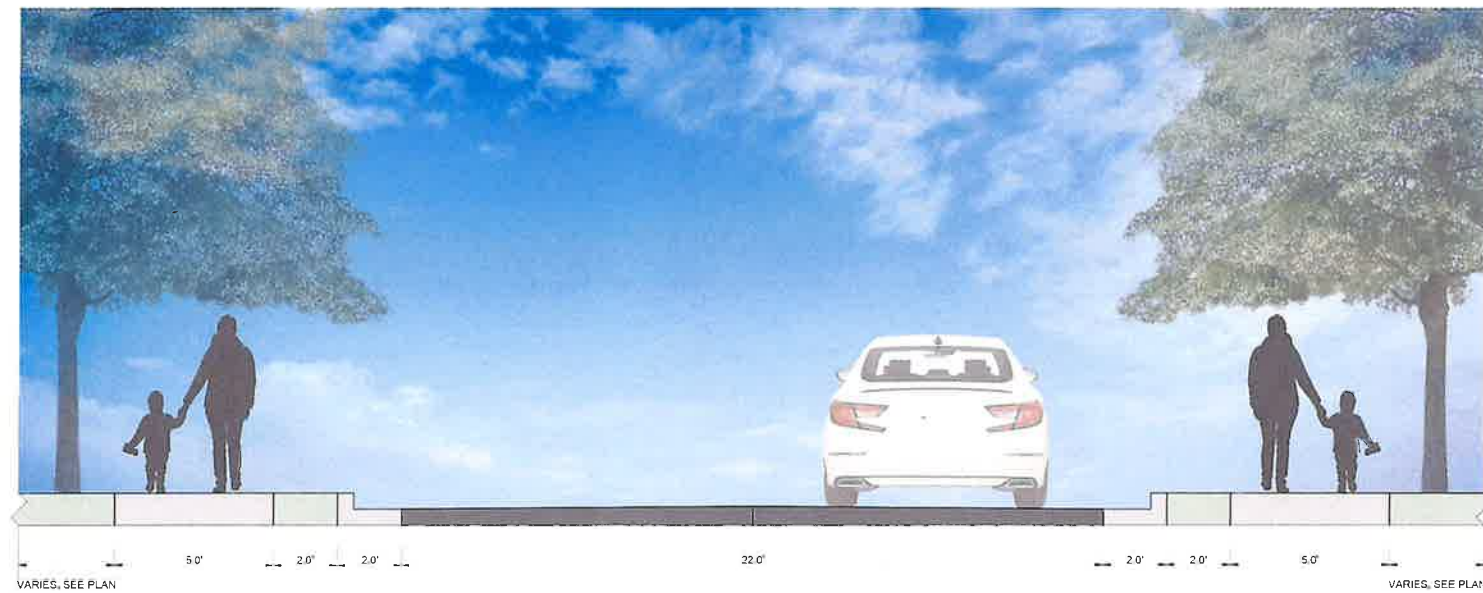
50' EVERGREEN BUFFER

LARGE CALIPER SHADE TREES AT ENTRANCE

ORNAMENTAL TREE

MONUMENT SIGN

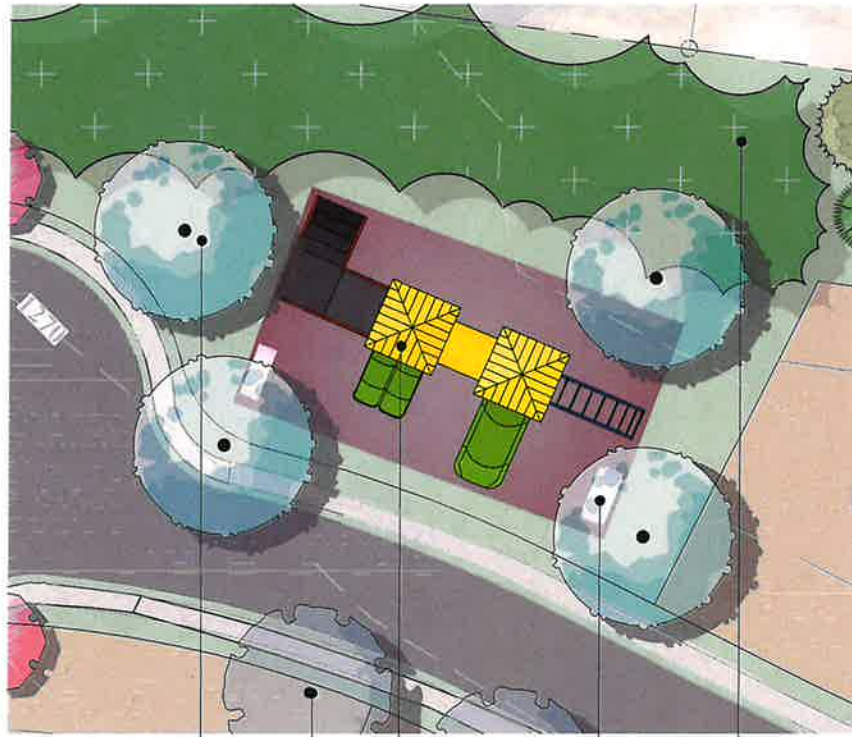
SITE ENTRYWAY SECTION



CONCEPT IMAGES



PLAYGROUND AND FITNESS



SHADE TREE
 PLAYGROUND
 BENCH
 STREET TREES AT 50' O.C.
 NATURAL BUFFER



CONCEPT IMAGES

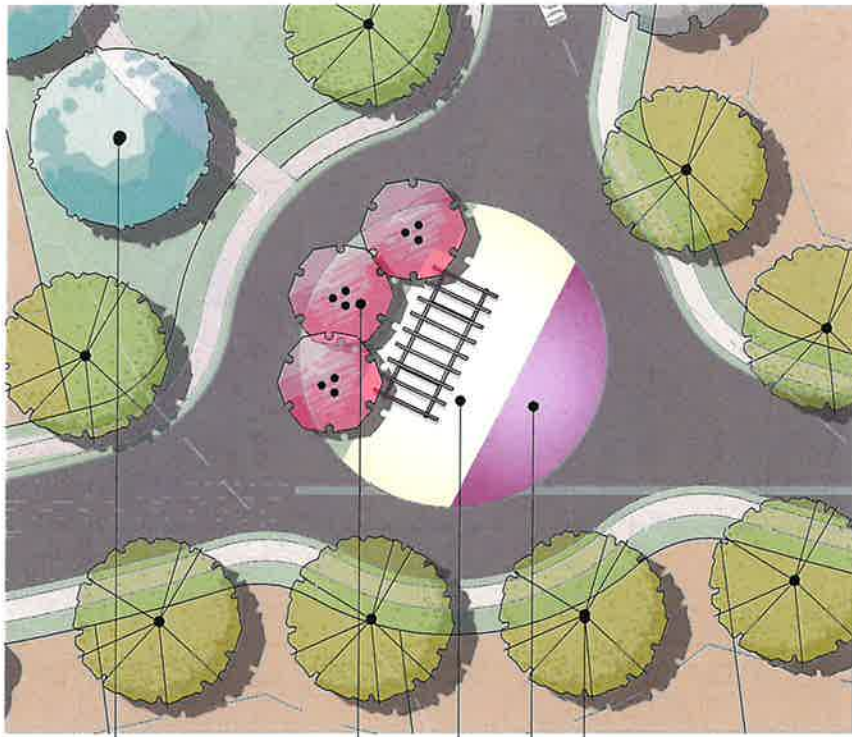


TYPICAL LOT
 SHADE TREE
 STREET TREES 50' O.C.
 50' NATURAL BUFFER
 ORNAMENTAL TREE



CONCEPT IMAGES

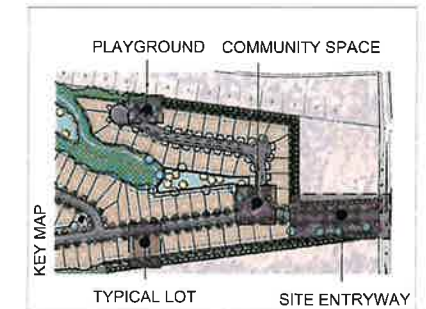
COMMUNITY SPACE



SHADE TREE
 ORNAMENTAL TREE
 TRESSIS
 STREET TREES AT 50' O.C.
 SEASONAL COLOR



CONCEPT IMAGES



KEY MAP
 PLAYGROUND
 COMMUNITY SPACE
 TYPICAL LOT
 SITE ENTRYWAY

Rezoning Plat

4363 Sardis Road

Hall County, Georgia Land Lot 75, 10th District, 20th Section

prepared for:

Grace of Georgia Developments, LLC
78 Lindbergh Drive NE, Unit 100
Atlanta, Georgia 30305

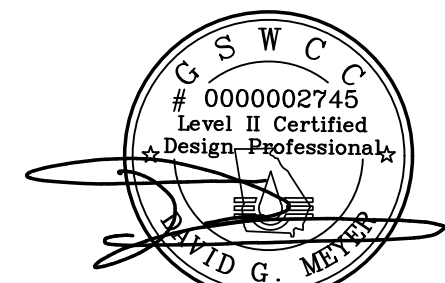
DGM

LAND PLANNING
CONSULTANTS, INC.



1635 OLD HWY 41
SUITE 112-314
KENNESAW, GA 30152

770-514-9006
DGMLPC.COM



General Notes:

1. Boundary and topography from Hall County GIS.
2. According to Flood Insurance Rate Map (FIRM) #13139C0175G, April 4, 2018, no portion of this site contains floodplain.
3. No cemeteries are known to exist on site.
4. Streams and/or wetlands are to be determined.
5. No archeological or architectural landmarks are known to exist on site.
6. No utility easements exist on site.
7. Stormwater management and water quality structures are conceptual in size and will be revised based on hydrologic study.

Site Data

Total Site Area: 41.71 AC
Present Zoning: AR-III
Proposed Zoning: PRD
Total Lots Shown: 125
Overall Density: 2.99 UN/AC
Open Space Provided: 13.7 AC (32.8% of total site area)
Minimum Lot Size: 4,848 SF *(Lot 121)
Average Lot Size: 7,019 SF

Minimum Lot Width Shown: 50'

Building Setbacks:

front: 25'
side: 5'
rear: 20'

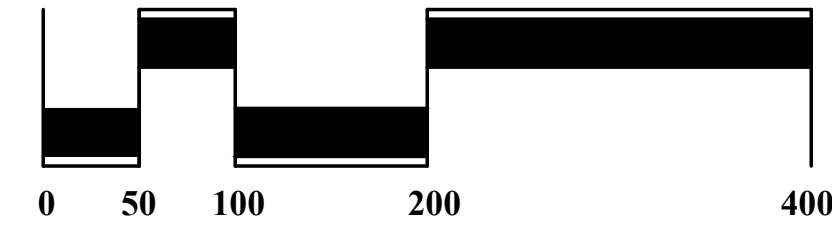
Hall County P&Z

Received

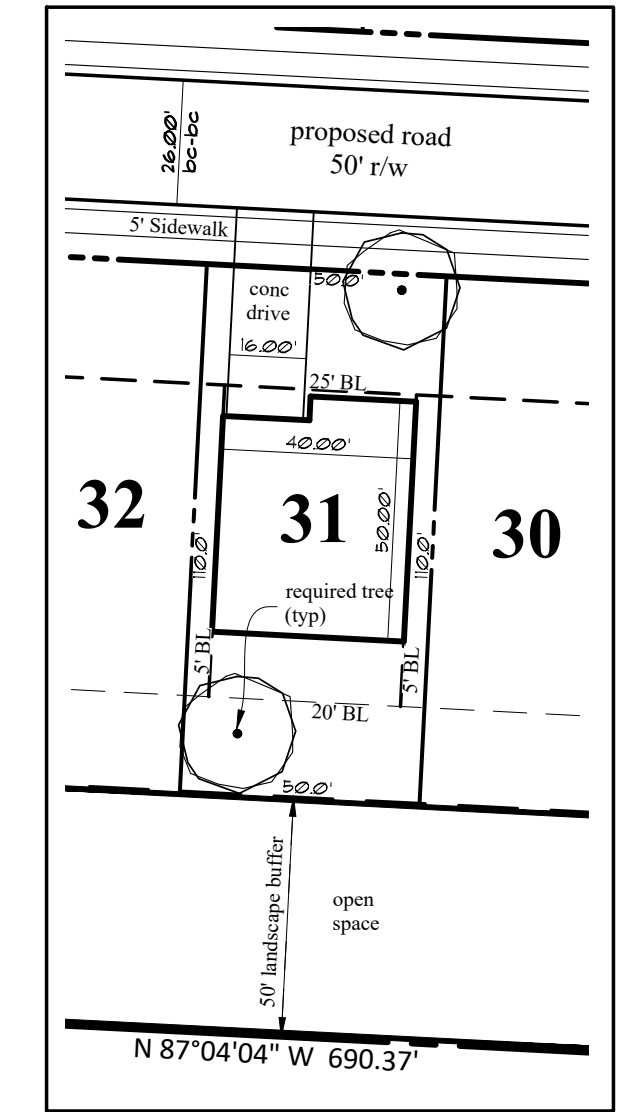
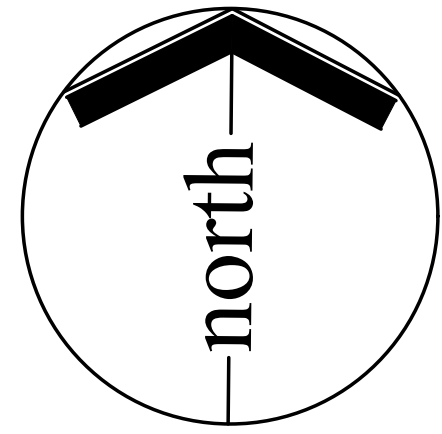
December 5, 2023

Lot Size Breakdown:

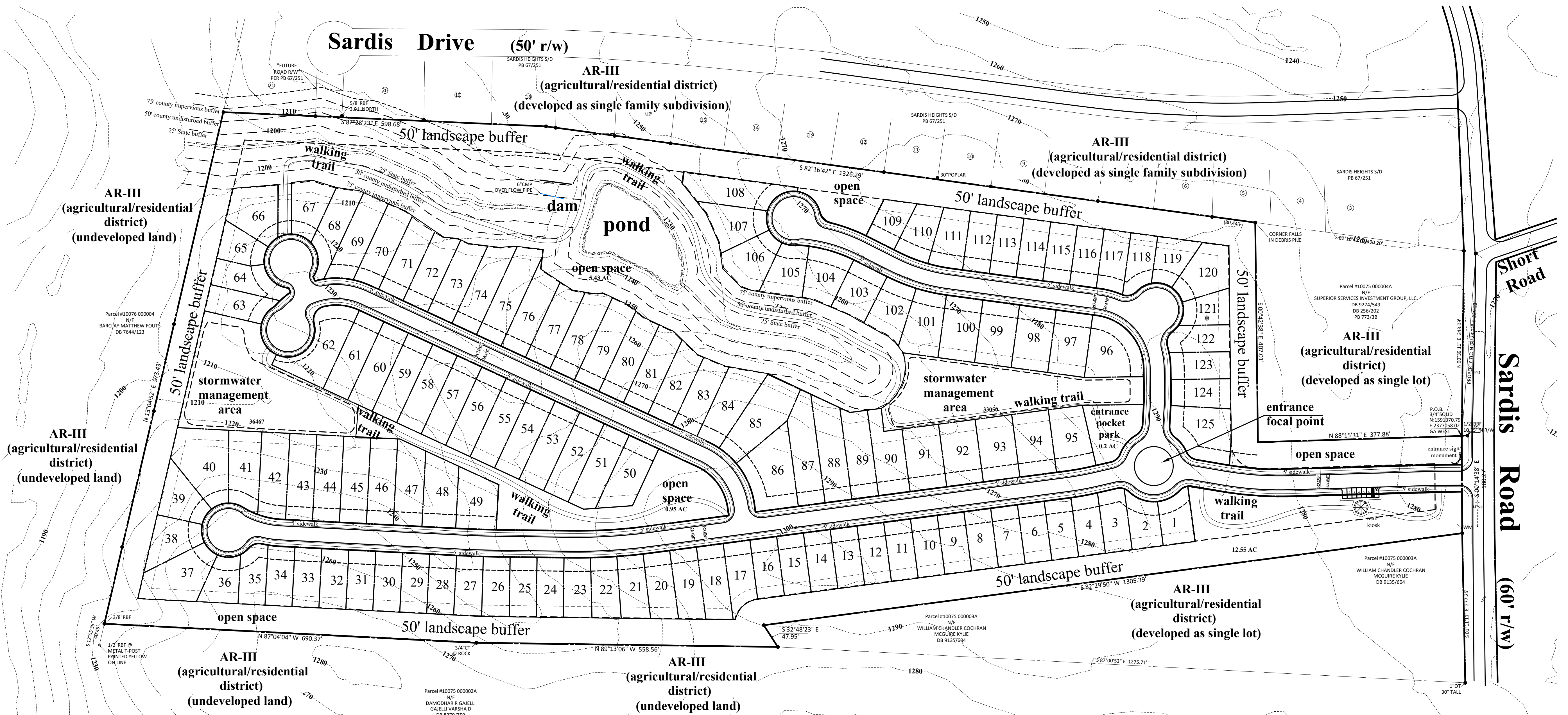
Qty:	Size:
3	4000-5000 SF
44	5000- 6000 SF
16	6000-7000 SF
14	7000-8000 SF
48	8000+ SF

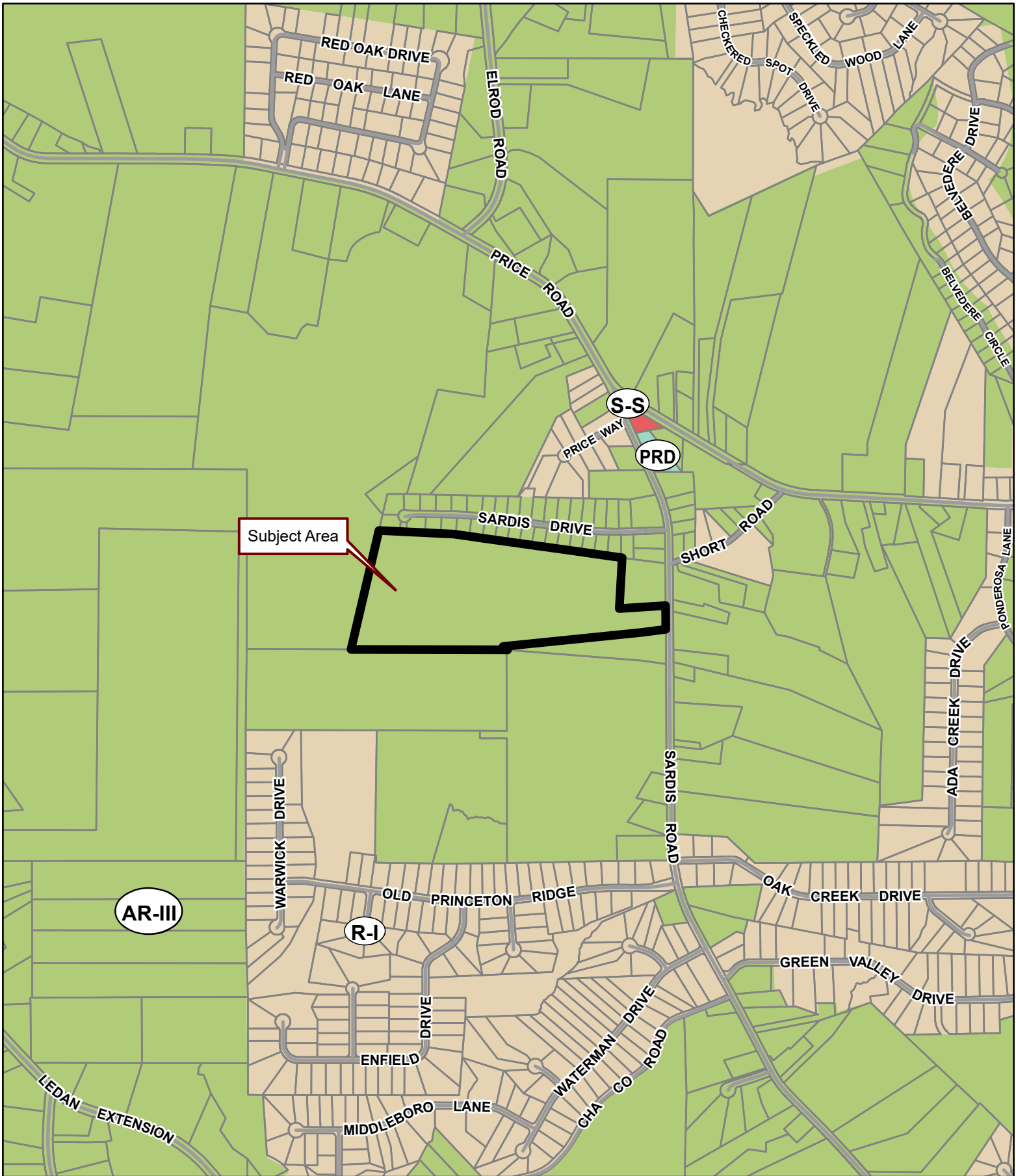


Scale: 1" = 100'
November 30, 2023



Typical Lot
Scale: 1" = 40'





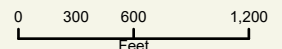
Applicant: GRACE OF GEORGIA DEVELOPMENTS, LLC

Tax Parcel #: 10075 000004

Location: 4363 SARDIS ROAD, GAINESVILLE, GA 30506

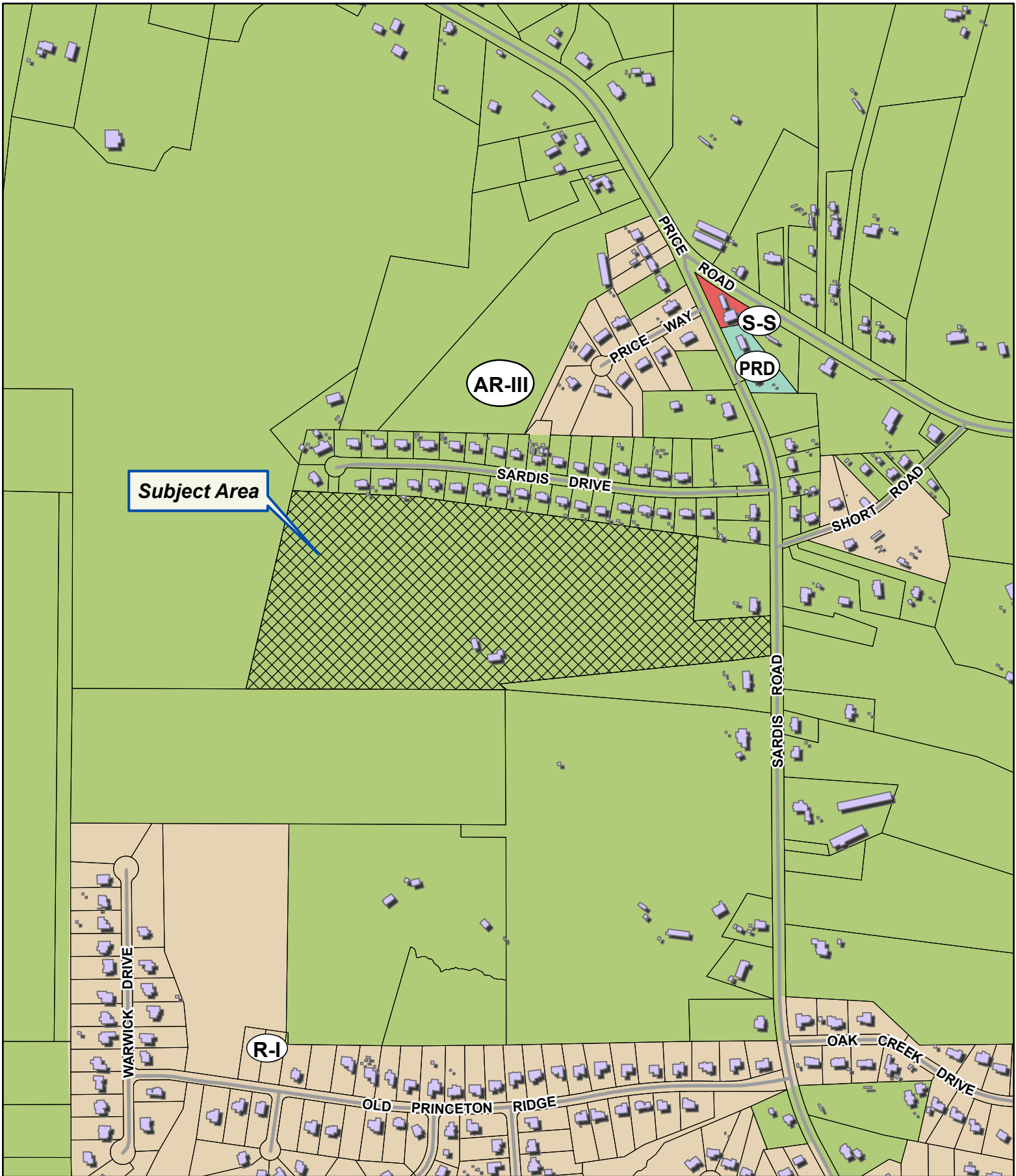
Commission District 2

PC Mtg. Date: 01/16/24



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





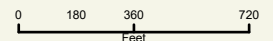
Applicant: GRACE OF GEORGIA DEVELOPMENTS, LLC

Tax Parcel #: 10075 000004

Location: 4363 SARDIS ROAD, GAINESVILLE, GA 30506

Commission District 2

PC Mtg. Date: 01/16/24



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





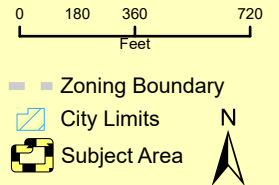
Applicant: GRACE OF GEORGIA DEVELOPMENTS, LLC

Tax Parcel #: 10075 000004

Location: 4363 SARDIS ROAD, GAINESVILLE, GA 30506

Commission District 2

PC Mtg. Date: 01/16/24



Sardis Park: Sewer Extension Route

4363 Sardis Road, Gainesville, GA 30506.

January 2024.



Grace of Georgia Developments LLC

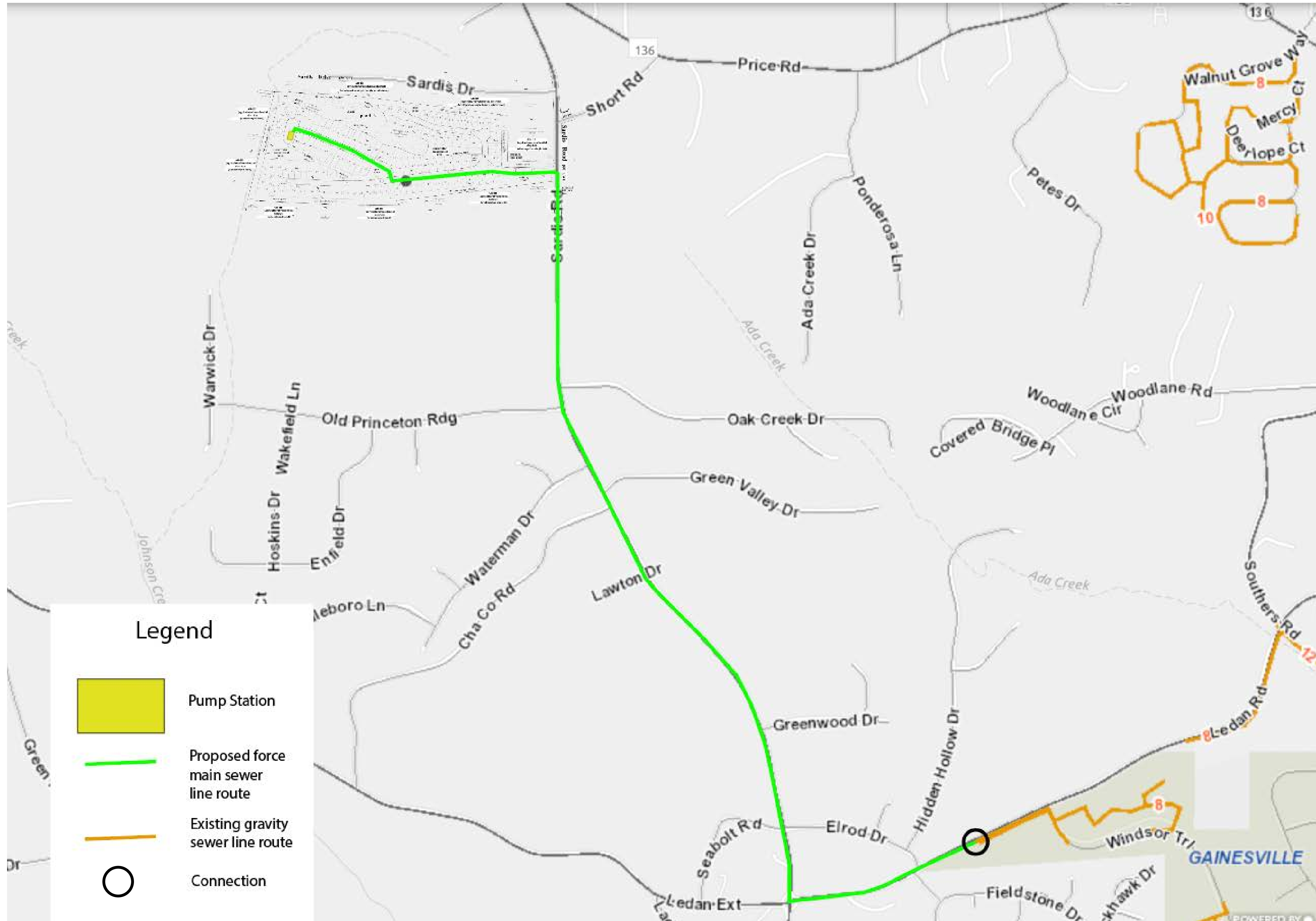


Sardis Park: Sewer Extension Route

4363 Sardis Road, Gainesville, GA 30506.

January 2024.

Backup



Jennifer Rivera (Administration)

From: Artagus Newell <artagusnewell@dlbp.us>
Sent: Thursday, February 15, 2024 3:13 PM
To: Beth Garmon (CDI: Planning)
Cc: Katie L. Greenway (CDI: Planning); Dominic Lawson; Andrew Ryley; Devynn Glanz; Latemia Richards
Subject: Fwd: [EXTERNAL] Follow up on Sardis Road Sewer

Some people who received this message don't often get email from artagusnewell@dlbp.us. [Learn why this is important](#)

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

Good afternoon again, Beth.

We received the forwarded confirmation from Nick Swafford at Gainesville Water and Sewer, confirming that no other connections can be made to our extended force main and closed system sewer line.

Commissioner Powell was most emphatic that no other properties were to tie into our sewer extension. We want to get this confirmation to Commissioner Powell, but also to the full Commission. Would it be possible for our office to provide Nick's email to the County Commission?

Thank you,

Artagus.

Artagus Newell
MPA
Director of Planning

On behalf of
DLBP LLC

2727 Paces Ferry Road SE
Suite 1625
Atlanta
GA 30339
United States

Direct: +1 (678) 378-2737
artagusnewell@dlbp.us
www.dlbp.us

DLBP LLC is a Delaware limited liability company.
Registered for business in the State of Georgia.

Begin forwarded message:

From: Nick Swafford <NSwafford@gainesvillega.gov>
Subject: RE: [EXTERNAL] Re: Follow up on Sardis Road Sewer
Date: February 14, 2024 at 2:50:15 PM EST
To: Artagus Newell <artagusnewell@dlbp.us>
Cc: Dominic Lawson <dominiclawson@dlbp.us>, Andrew Ryley <andrewryley@dlbp.uk>, Devynn Glanz <devynnglanz@dlbp.us>

Artagus,

Sorry for not responding yet. Yes, the policy of Gainesville DWR is to NOT allow connections to existing force mains.

Thanks,

Nick Swafford
Permitting Services & GIS Manager
Department of Water Resources



O | 770.538.2452
www.gainesville.org

300 Henry Ward Way, Ste. 305
Gainesville, GA 30501

From: Artagus Newell <artagusnewell@dlbp.us>
Sent: Wednesday, February 14, 2024 1:59 PM
To: Nick Swafford <NSwafford@gainesvillega.gov>
Cc: Dominic Lawson <dominiclawson@dlbp.us>; Andrew Ryley <andrewryley@dlbp.uk>; Devynn Glanz <devynnglanz@dlbp.us>
Subject: [EXTERNAL] Re: Follow up on Sardis Road Sewer

CAUTION:*This email originated from outside the City of Gainesville networks. Be aware of phishing, and remember CoG DoIT will never ask for your password or other personal information in email. Do not open up attachments or click on links unless you are absolutely sure it is legit and safe.. When in doubt, click the Phish Alert button or contact the CoG DoIT Help Desk*****

Good afternoon, Nick.

I hope you're well. I wanted to follow up on the email below, and ask if you can confirm the inability for other connections to be made to the closed, force main sewer extension to be used for Sardis Park.

Thank you,

Artagus.

Artagus Newell
MPA
Director of Planning

On behalf of
DLBP LLC

2727 Paces Ferry Road SE
Suite 1625
Atlanta
GA 30339
United States

Direct: +1 (678) 378-2737
artagusnewell@dlbp.us
www.dlbp.us

DLBP LLC is a Delaware limited liability company.
Registered for business in the State of Georgia.

On Feb 6, 2024, at 5:04 PM, Artagus Newell <artagusnewell@dlbp.us> wrote:

Good afternoon, Nick.

It was good to talk with you the other day.

Regarding our project at 4363 Sardis Road, and the accompanying force main sewer extension, it is our understanding that due to the line being a closed, forced system, no other connections are possible along that section. Can you confirm this is correct?

Thanks for all of the help, it's most appreciated.

Artagus.

Artagus Newell
MPA
Director of Planning

On behalf of
DLBP LLC

2727 Paces Ferry Road SE
Suite 1625
Atlanta
GA 30339
United States

Direct: +1 (678) 378-2737
artagusnewell@dlbp.us
www.dlbp.us

DLBP LLC is a Delaware limited liability company.
Registered for business in the State of Georgia.

Sardis Park: Sewer Extension Route

4363 Sardis Road, Gainesville, GA 30506.

January 2024.



Grace of Georgia Developments LLC



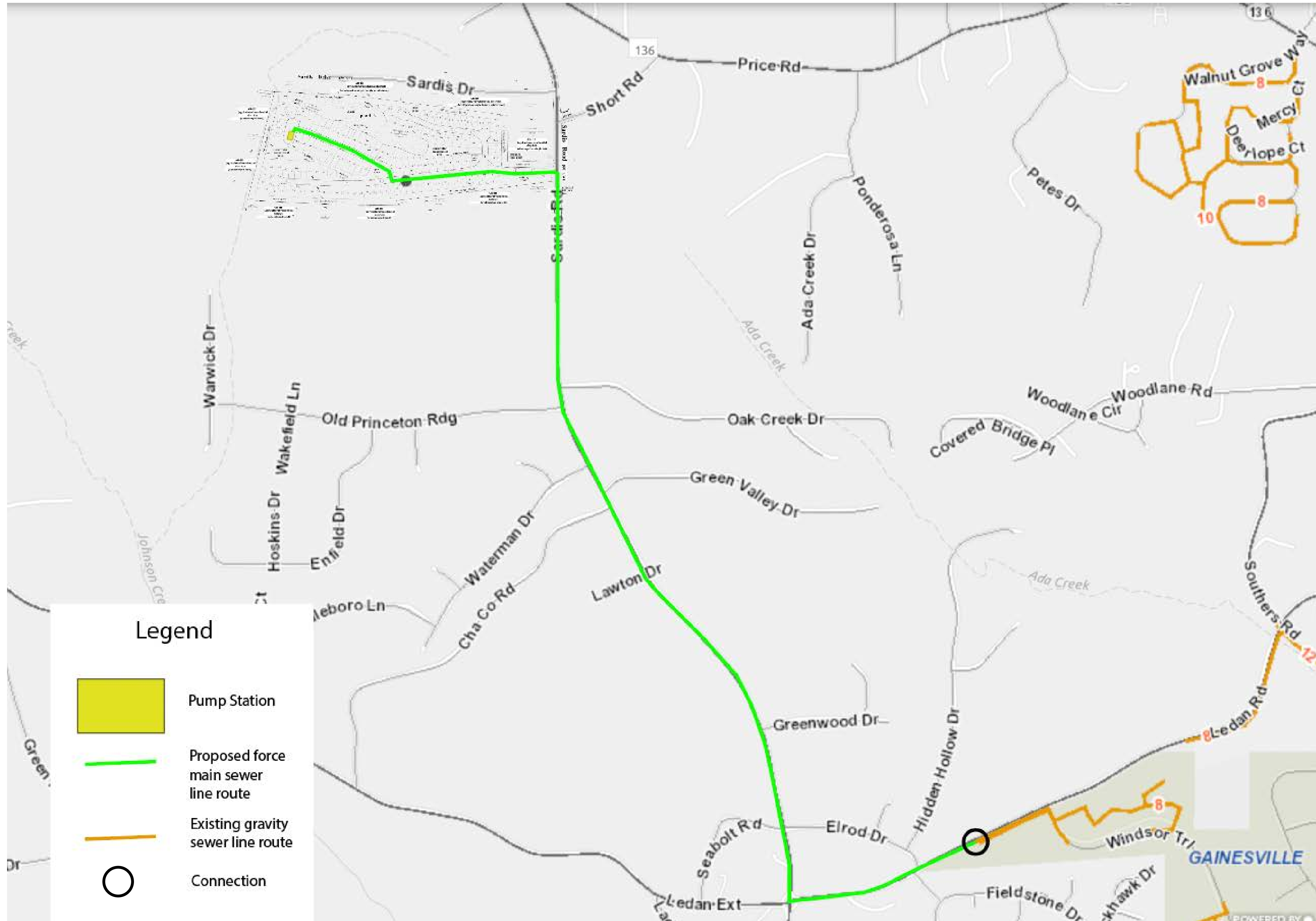
Received 1-16-2024

Sardis Park: Sewer Extension Route

4363 Sardis Road, Gainesville, GA 30506.

January 2024.

Backup



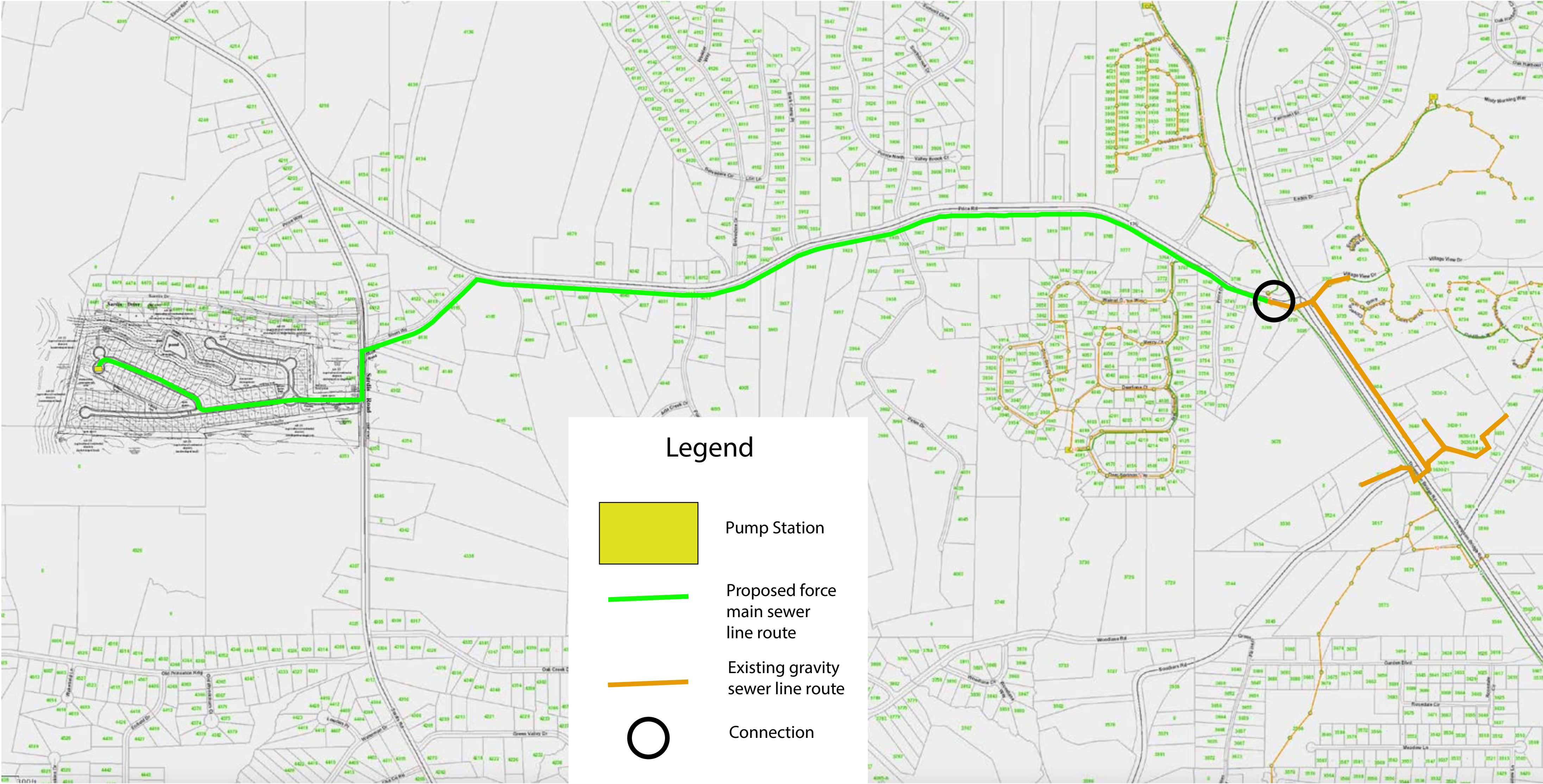
Sardis Park: Sewer Extension Route

4363 Sardis Road, Gainesville, GA 30506.

January 2024.



Grace of Georgia Developments LLC



Mail to:
City of Gainesville
Attn: Fay Howard
757 Queen City Parkway
Gainesville, GA 30501

Tax Assessor ID No. _____
Street Address: _____
Exhibit Attached: _____

**AN AGREEMENT TO ANNEX
FOR SEWER SERVICE**

**STATE OF GEORGIA
HALL COUNTY**

THIS AGREEMENT made and entered into by and between Sue C. Morris, Dale Morris, Gainesville, Hall County, Georgia, Party of the First Part, and **CITY OF GAINESVILLE, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia, Party of the Second Part.

WITNESSETH:

WHEREAS, Party of the First Part represents and warrants that he is the legal title holder and Owner of record of the tract of land described in Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, the **CITY OF GAINESVILLE**, Second Party, is the owner and provider of a sewage treatment plant systems including mains and sewer lines in connection therewith operated as a utility and public service provided by said City; and

WHEREAS, First Party desires to obtain sewage treatment service from the City and to connect to the City's sewer system; and

WHEREAS, the property described herein is not currently within the incorporated area of the City of Gainesville nor is it contiguous thereto so as to be able to be annexed into the City of Gainesville under the existing laws of the State of Georgia at the present time.

Mail to:
City of Gainesville
Attn: Fay Howard
757 Queen City Parkway
Gainesville, GA 30501

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) in hand paid by the Second Party to First Party, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by Party of the First Part, and as an inducement to the Second Party to provide sewer service to the above referenced tract of land, First Party does hereby apply, agree and request for said property to be annexed into the corporate area of the city limits of the City of Gainesville which application shall be continuing application until such time as said property may be contiguous or otherwise qualifies for annexation into the City of Gainesville.

First Party does hereby agree to take such action as may be necessary at the direction of the City of Gainesville in order to complete the application and to accept annexation of said property at such time as said property may be contiguous to other property within the city limits of the City of Gainesville so as to enable said property to be annexed.

First Party conveys and dedicates all necessary easements to Second Party for the extension of sewer, water or other utilities which may serve not only the subject property but other territories. Said easements or right-of-way shall be so located as to cause a minimum of inconvenience to First Party's property.

First Party shall have the right to sell, transfer, mortgage and assign all or any part of the subject property and the improvements thereon, and the purchaser shall be entitled to all and the same rights, benefits and privileges and shall have the same obligations as First Party has under this Agreement.

Mail to:
City of Gainesville
Attn: Fay Howard
757 Queen City Parkway
Gainesville, GA 30501

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, this 6 day of NOV, 2023.

Signed, sealed and delivered
In the presence of:

[Signature]
Witness

[Signature]
Notary Public

My commission expires: 11/2/27

[Signature]
[Signature]

PARTY OF THE FIRST PART

APRIL A OWENBY
NOTARY PUBLIC
White County
State of Georgia
My Comm. Expires 10/2/2027

Signed, sealed and delivered
In the presence of:

[Signature]
Witness

[Signature]
Notary Public

My commission expires: 10/2/27

CITY OF GAINESVILLE, GEORGIA

By: _____

Title: City Manager

PARTY OF THE SECOND PART

APRIL A OWENBY
NOTARY PUBLIC
White County
State of Georgia
My Comm. Expires 10/2/2027



Hall County P&Z
Received
December 5, 2023

Traffic Impact Study

4363 Sardis Road Residential

Hall County, Georgia

Report Prepared:

December 2023

Prepared for:

Grace of Georgia Developments, LLC

Prepared by:

Kimley»»Horn

Kimley-Horn and Associates, Inc.
11720 Amber Park Drive, Suite 600
Alpharetta, GA 30009
017835001

Traffic Impact Study

4363 Sardis Road

Residential

Hall County, Georgia

Report Prepared:

December 2023

Prepared for:

Grace of Georgia Developments, LLC

Prepared by:

Kimley»»Horn

Kimley-Horn and Associates, Inc.
11720 Amber Park Drive, Suite 600
Alpharetta, GA 30009
017835001



12/4/2023

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1.0 Introduction 1

2.0 Study Area Determination 1

3.0 Existing Traffic Conditions 4

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Figure 3: Existing 2023 Conditions 5

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- Appendix A: Site Plan
- Appendix B: Trip Generation Worksheet
- Appendix C: Intersection Volume Worksheets
- Appendix D: *Synchro* Analysis Reports
- Appendix E: Raw Traffic Counts
- Appendix F: Programmed Project Fact Sheets

1.0 INTRODUCTION

This report presents the analysis of the anticipated traffic impacts associated with the proposed *4363 Sardis Road Residential* development, which is expected to be completed in 2026 (referred to herein as “build-out year”). The site is located west of Sardis Road and south of Short Road in unincorporated Hall County, Georgia. The site is currently undeveloped.

A trip generation memorandum (dated November 10, 2023) was previously submitted to Hall County with the rezoning application. Since that time, the overall site density has decreased. As currently envisioned, the 41.47-acre site is proposed to be developed and consist of 125 single-family residential lots. The site is proposed to be rezoned from AR-III (agricultural-residenital) to PRD (planned residential district).

This report summarizes the analyses of the following three (3) scenarios:

1. Existing 2023 Traffic Conditions
2. Projected 2026 No-Build Traffic Conditions (Existing 2023 Traffic Conditions, plus background traffic growth).
3. Projected 2026 Build Traffic Conditions (Projected 2026 No-Build Traffic Conditions, plus the traffic associated with the proposed *4363 Sardis Road Residential* development).

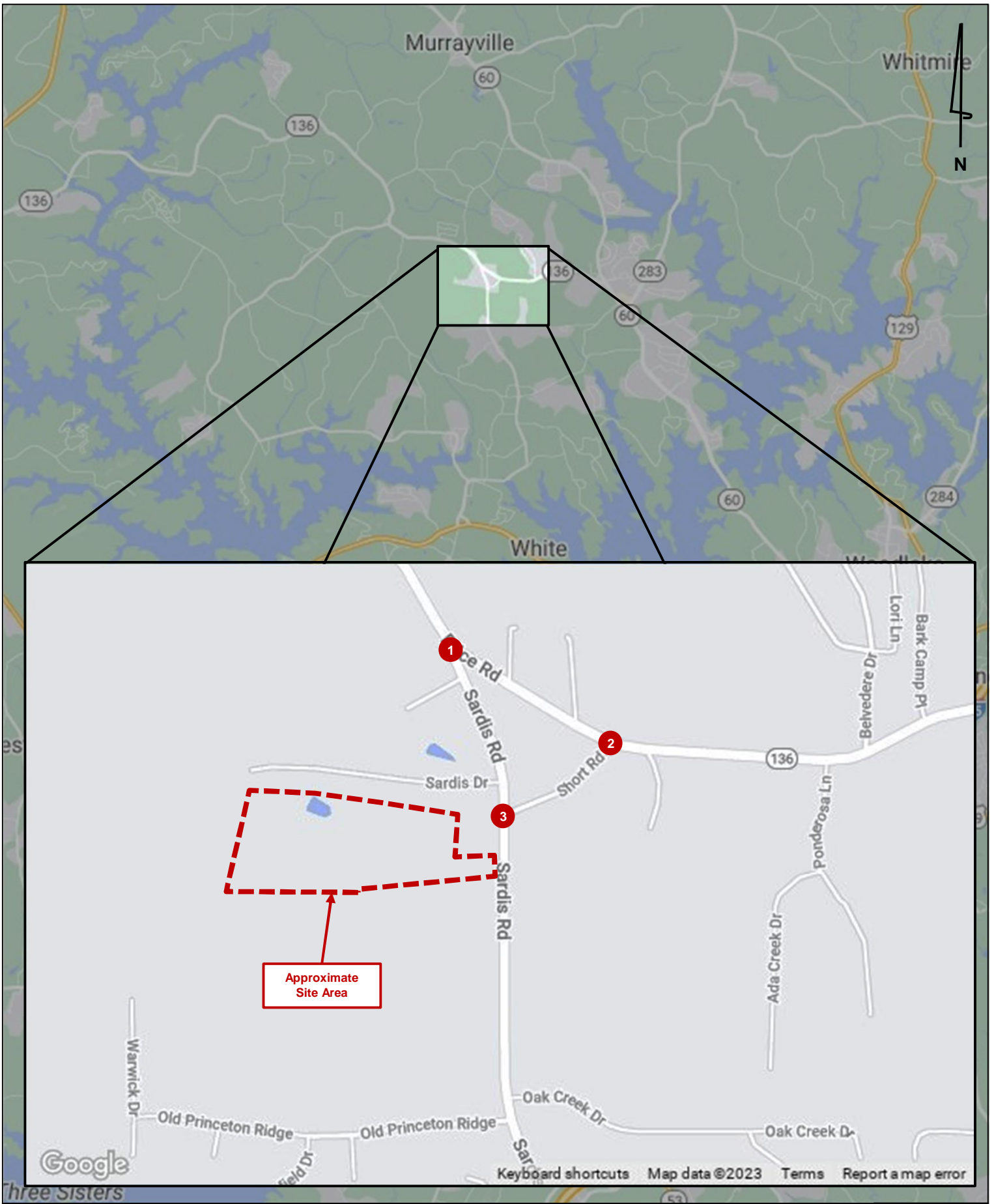
Figure 1 provides a location map of the project site. **Figure 2** provides aerial imagery of the project site. Additionally, a copy of the proposed site plan is provided in **Appendix A**.

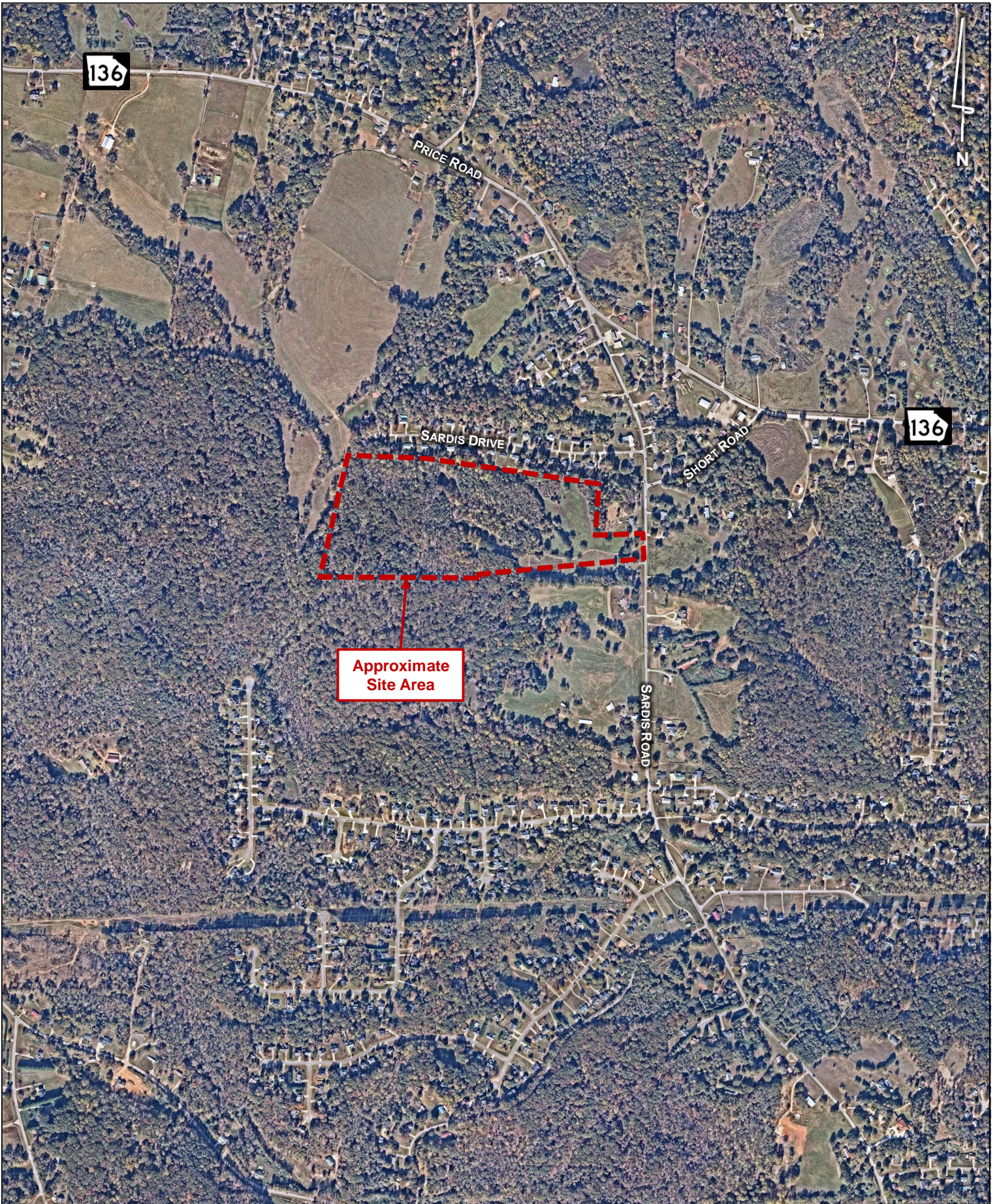
2.0 STUDY AREA DETERMINATION

The study area consists of the following three (3) existing intersections:

1. Price Road (SR 136) at Sardis Road (unsignalized)
2. Price Road (SR 136) at Short Road (unsignalized)
3. Sardis Road at Short Road (unsignalized)

For purposes of the traffic impact study, Sardis Road is considered to have a north-south orientation. Price Road (SR 136) is considered to have an east-west orientation. Short Road is considered to have a north-south orientation at the intersection with Price Road (SR 136), and an east-west orientation at the intersection with Sardis Road.





3.0 EXISTING TRAFFIC CONDITIONS

3.1 ROADWAY CHARACTERISTICS

The roadways within the study network have the following characteristics:

Price Road (SR 136) is a two-lane undivided minor arterial with a posted speed limit of 45 MPH in the vicinity of the study network. GDOT counts taken west of Sardis Road indicated an AADT of 7,730 vehicles per day in 2022.

Sardis Road is a two-lane undivided major collector road with a posted speed limit of 45 MPH in the vicinity of the study network. GDOT counts taken south of Old Princeton Ridge and north of Waterman Drive indicated an AADT of 5,210 per day in 2022.

Short Road is a two-lane undivided local road with a posted speed limit of 30 MPH in the vicinity of the study network. There are no GDOT count stations located along Short Road.

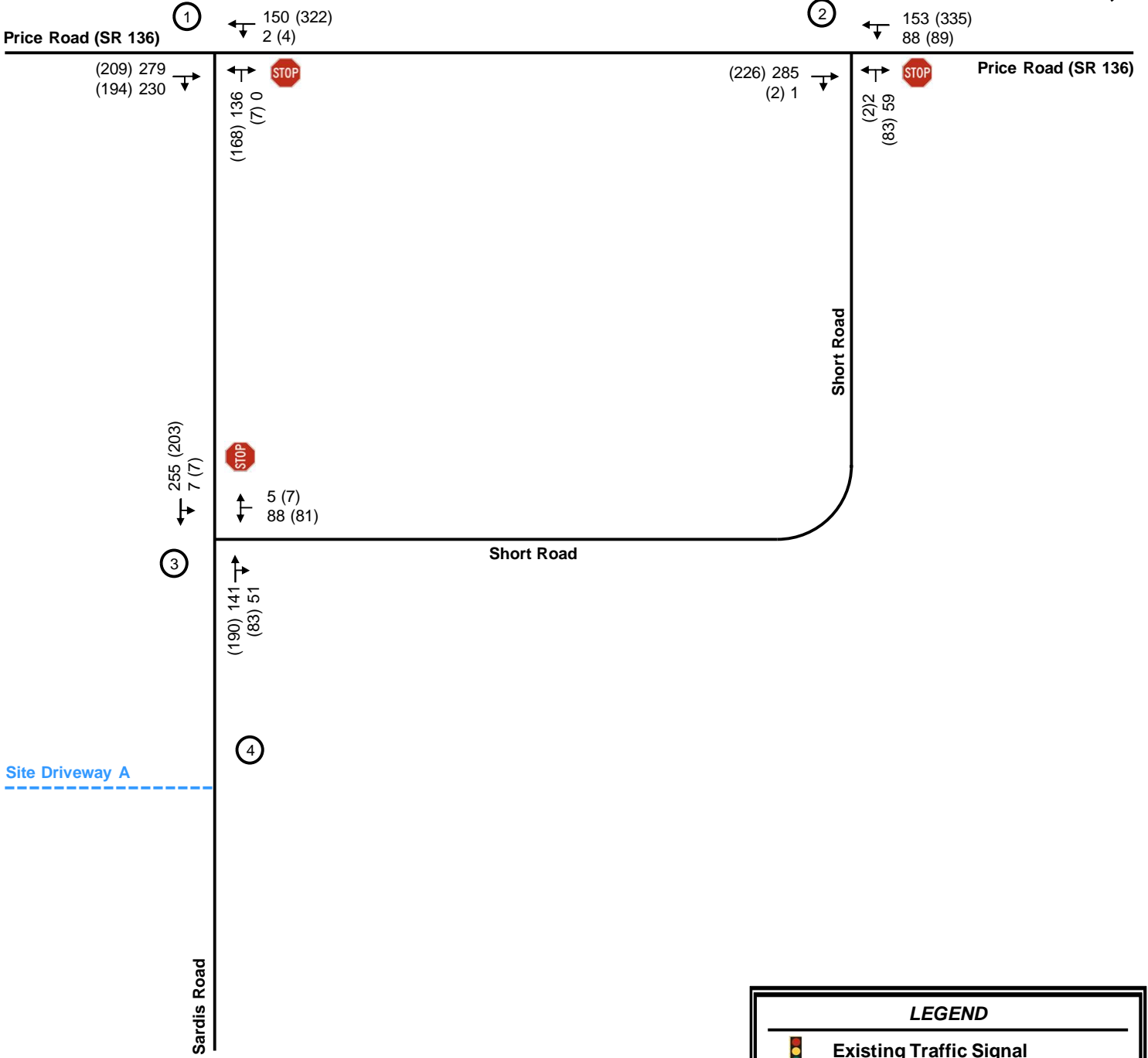
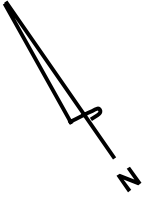
3.2 EXISTING TRAFFIC VOLUMES

Vehicle peak hour turning movement counts were collected on Wednesday, October 25, 2023. The counts were performed during the AM period (7:00 AM to 9:00 AM) and the PM period (4:00 PM to 6:00 PM). The AM and PM peak hours for each intersection are shown in **Table 1**. Complete traffic count data is provided in **Appendix E**.





Table 1: Peak Hour Summary		
Intersection	AM Peak Hour	PM Peak Hour
1. Price Road (SR 136) at Sardis Road (unsignalized)	7:15 AM – 8:15 AM	5:00 PM – 6:00 PM
2. Price Road (SR 136) at Short Road (unsignalized)	7:15 AM – 8:15 AM	5:00 PM – 6:00 PM
3. Sardis Road at Short Road (unsignalized)	7:15 AM – 8:15 AM	5:00 PM – 6:00 PM

Per GDOT Policy issued on July 15, 2022, traffic forecasts based on new traffic count data collected after the start of the fall 2022 school year will no longer be required to follow COVID-19 policy procedures.

The complete traffic count data is provided in **Appendix E**. **Figure 3** illustrates the Existing 2023 traffic conditions for the AM and PM peak hours and the existing roadway geometry (intersection layout).



LEGEND

-  Existing Traffic Signal
-  Existing Stop Control
-  Existing Roadway Laneage
- XX** AM Peak Hour Traffic Volumes
- (XX)** PM Peak Hour Traffic Volumes
-  Intersection Reference Number

4.0 PROJECTED BACKGROUND (NON-PROJECT) TRAFFIC

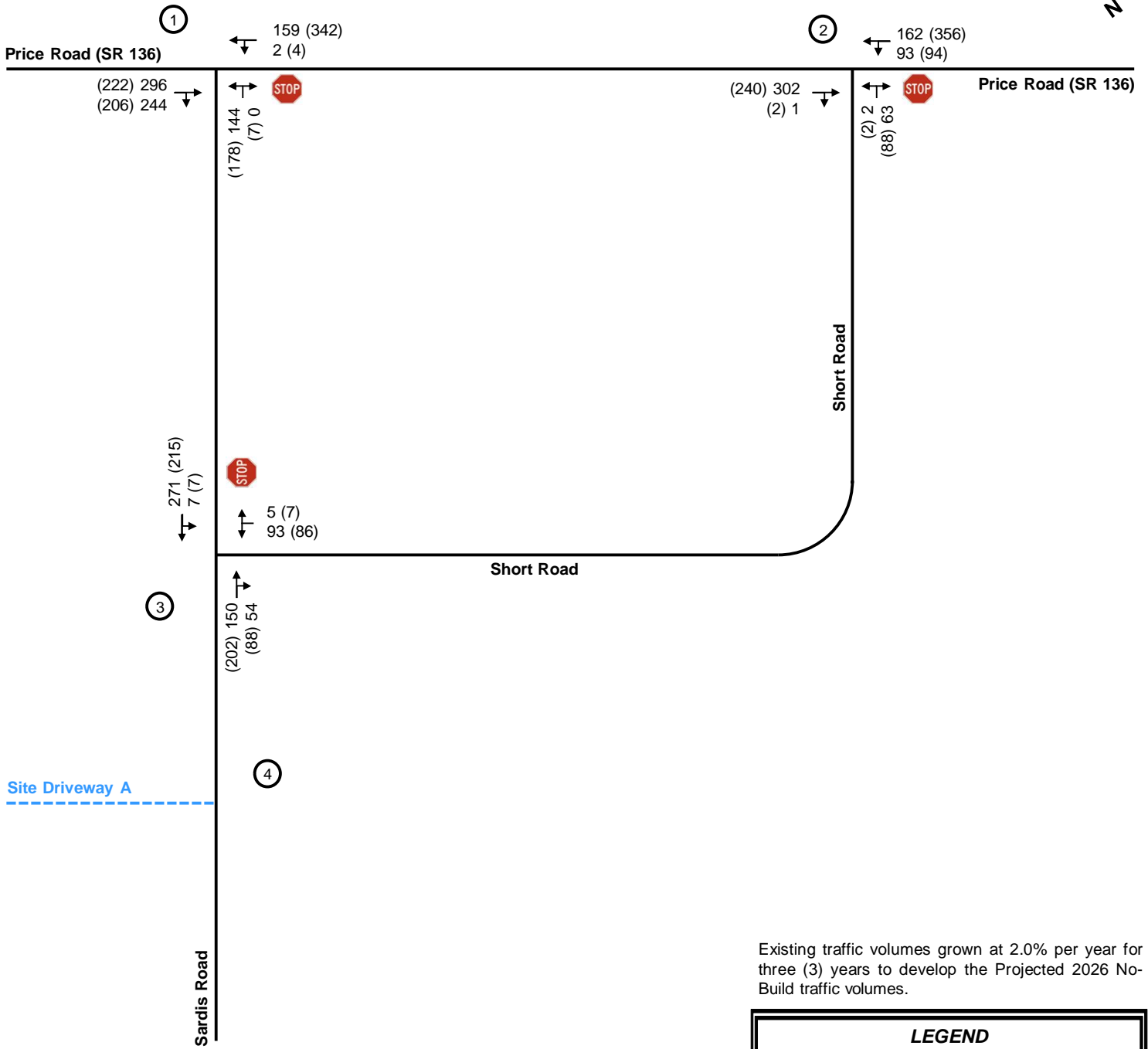
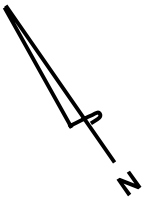
Projected background (non-project) traffic is defined as the expected traffic on the roadway network in the future year(s) absent the 4363 *Sardis Road Residential* development. The Existing 2023 peak hour traffic volumes were increased by 2.0% per year for three (3) years to account for the expected background growth in traffic through year 2026, build-out of the project.

Figure 4 illustrates the Projected 2026 No-Build peak hour traffic volumes at the study intersections.

4.1 FUTURE ROADWAY / INTERSECTION PROJECTS

The GDOT GeoPI system, Atlanta Regional Commission's *Atlanta Region's Plan*, City of Gainesville and Hall County SPLOST lists were researched to identify any currently programmed transportation projects within the vicinity of the proposed development that may impact the study network during the analysis period. One (1) project was identified which is located in the vicinity of the development.

The Sardis Road Connector Project ([PI#0003626](#)) is programmed within the vicinity of the development. The project is forecast to begin construction in 2025. The project involves the widening and reconstruction of multiple existing roads and streets, along with a new roadway alignment to provide a four-lane divided roadway between the intersection of Sardis Road at Chestatee Road and the intersection of Thompson Bridge Road (SR 60) at Mount Vernon Road (SR 283), for a total length of 3.55 miles. At the intersection of Sardis Road at Ledan Road south of the development, the existing single-lane roundabout will be expanded to a multi-lane roundabout. The programmed project fact sheet and concept layout are included in **Appendix F**.



Existing traffic volumes grown at 2.0% per year for three (3) years to develop the Projected 2026 No-Build traffic volumes.

LEGEND	
	Existing Traffic Signal
	Existing Stop Control
	Existing Roadway Laneage
XX	AM Peak Hour Traffic Volumes
(XX)	PM Peak Hour Traffic Volumes
(X)	Intersection Reference Number

5.0 PROJECT TRAFFIC

Project traffic used in this analysis is defined as the vehicle trips expected to be generated by the proposed development, and the distribution and assignment of that traffic through the study roadway network. This traffic impact study evaluated the impacts of adding the new trips generated by the proposed 4363 Sardis Road Residential development.

5.1 PROJECT SITE ACCESS

Access to the site will be provided via one (1) currently proposed site driveways, which is shown on the proposed site plan in **Appendix A**. A brief description of the site driveway is as follows:

- Site Driveway A – A proposed full-movement driveway along Sardis Road located approximately 530 feet south of Short Road. Site Driveway A is proposed to operate under sidestreet stop-control.

The proposed site driveways provide vehicular access to the entire development. Internal, private roadways throughout the site provide access to all homes. Refer to the site plan in **Appendix A** for a visual representation of vehicular access and circulation throughout the proposed development.

5.2 TRIP GENERATION

Gross trips associated with the proposed development were estimated using the *Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition, 2021*, using equations where available. Trip generation for the proposed development was calculated based the Single-Family Detached Housing land uses (ITE 210).

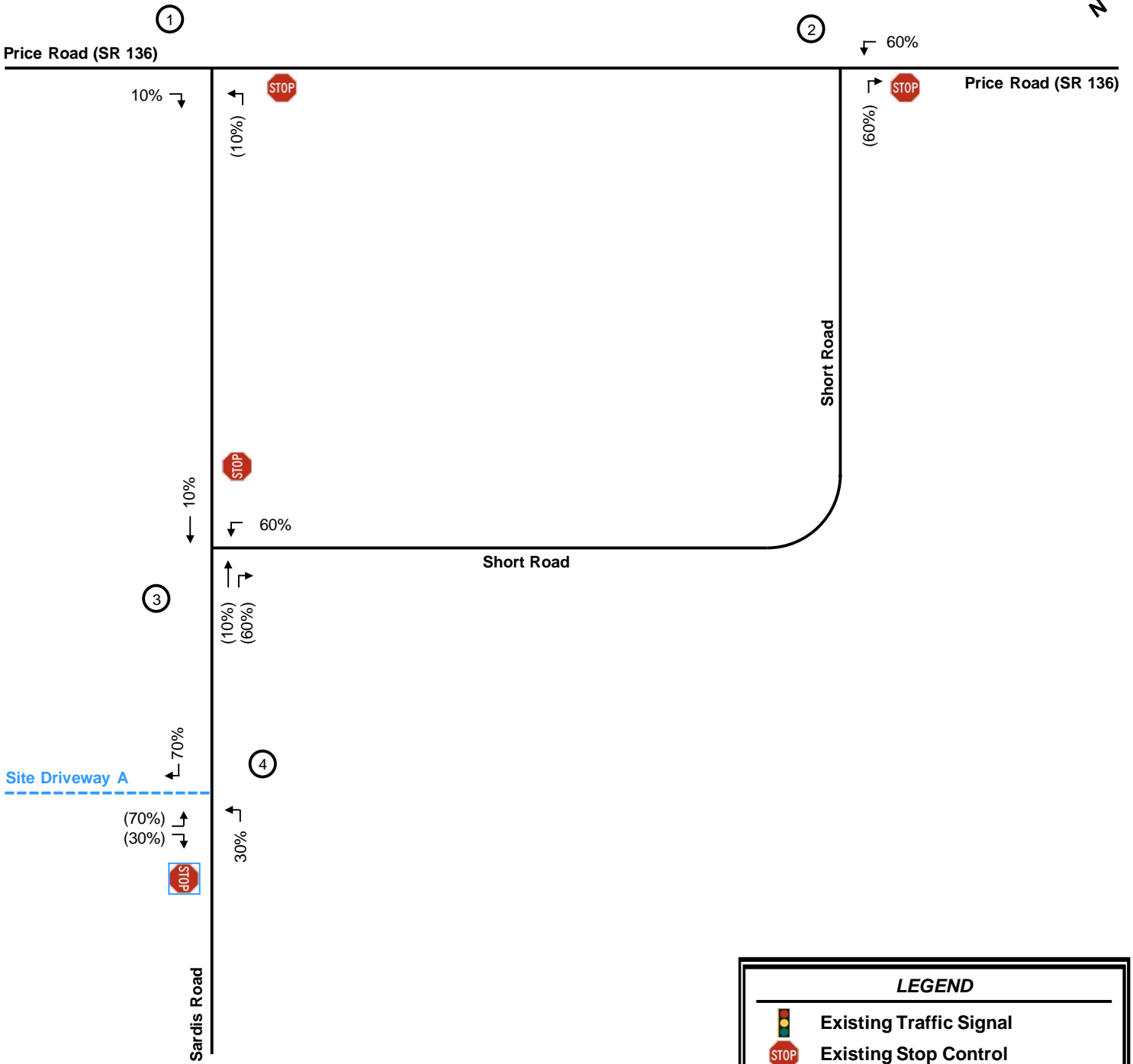
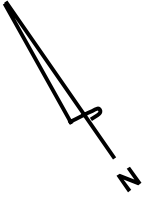
Table 2 summarizes the net trip generation for the proposed development upon full build-out in 2026. Due to the size, nature, and location of the proposed development, mixed-use, alternative mode, and pass-by reductions were assumed to be zero.

Appendix B provides the detailed trip generation worksheet for the proposed development.

Table 2: Project Trip Generation Summary											
Land Use	Density	ITE Code	Daily Traffic			AM Peak Hour			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
Single-Family Detached Housing	125 units	210	1,238	619	619	91	24	67	123	77	46
Total Gross Trips			1,238	619	619	91	24	67	123	77	46
<i>Mixed-Use Reduction</i>			-0	-0	-0	-0	-0	-0	-0	-0	-0
<i>Alternative Mode Reduction</i>			-0	-0	-0	-0	-0	-0	-0	-0	-0
<i>Pass-by Reduction</i>			-0	-0	-0	-0	-0	-0	-0	-0	-0
Total Net New Trips			1,238	619	619	91	24	67	123	77	46

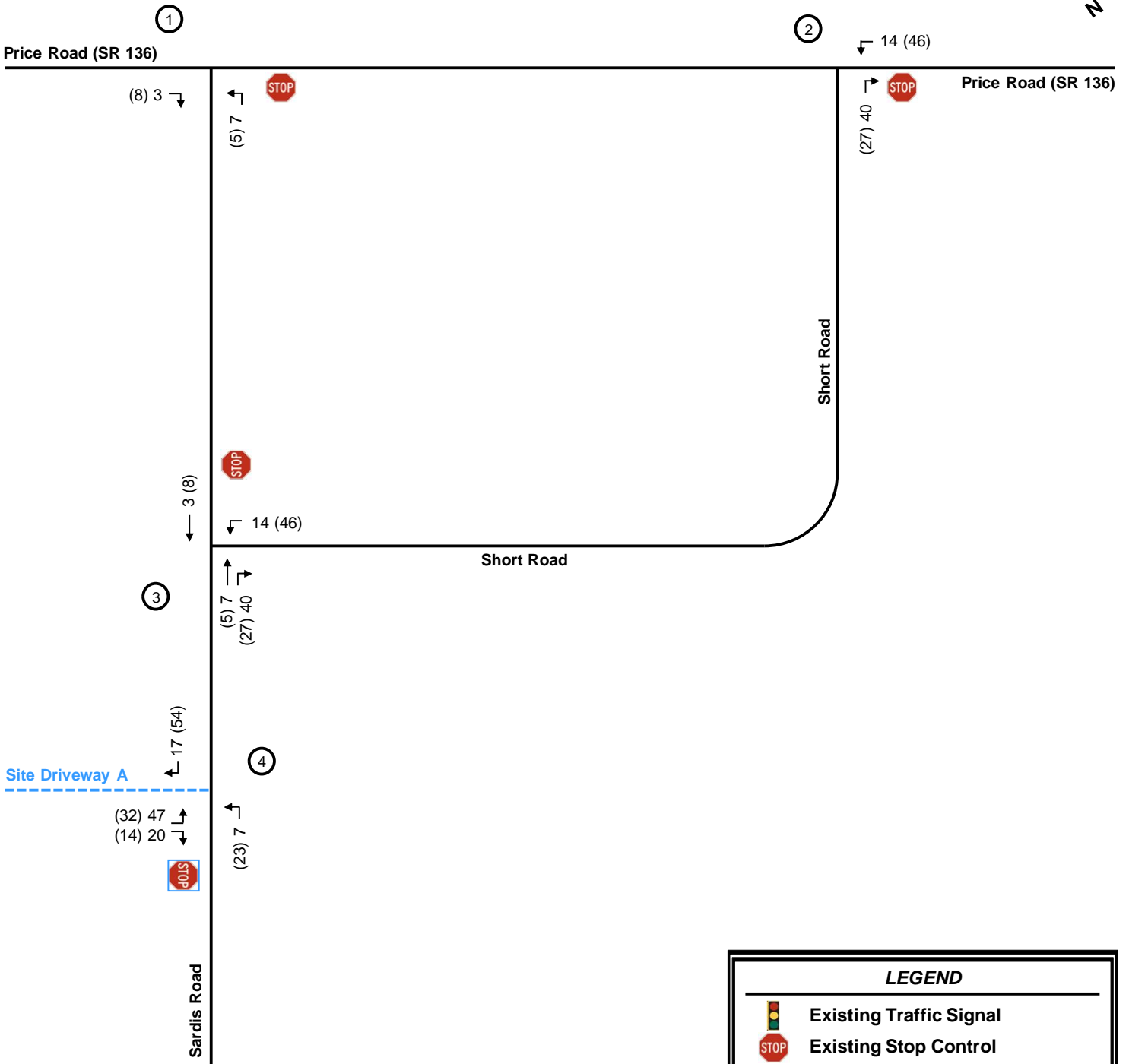
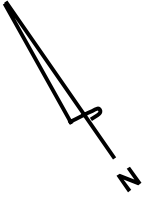
5.3 TRIP DISTRIBUTION AND ASSIGNMENT

The directional distribution and assignment of adding new trips (project trips) related to the proposed development was based on a review of land uses and population densities in the area, and a review of the existing travel patterns in the area. A detailed trip distribution and assignment is shown in **Figure 5**. Based on trip generation from **Table 2** and the anticipated trip distribution in **Figure 5**, new project trips were assigned to the study roadway network. **Figure 6** illustrates the new project trips distributed throughout the study network for the Projected 2026 Build conditions. **Figure 7** illustrates the Projected 2026 Build traffic volumes for the AM and PM peak hours. **Appendix C** provides intersection volume worksheets for all study intersections.







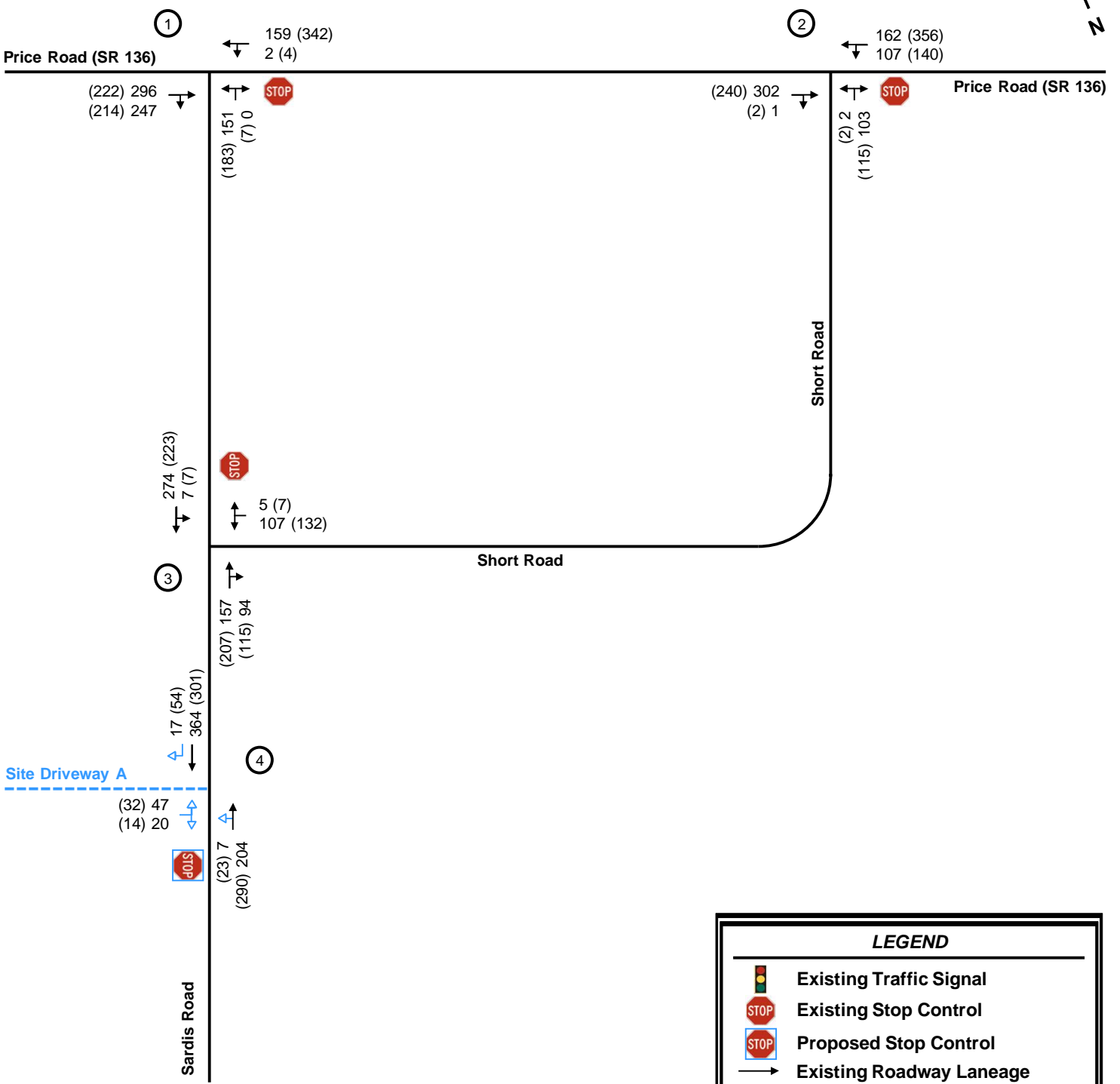
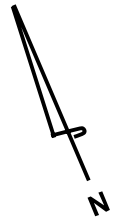
LEGEND

- Existing Traffic Signal
- Existing Stop Control
- Proposed Stop Control
- Turning Movement
- XX%** % Traffic Entering
- (XX%)** % Traffic Exiting
- Intersection Reference Number



LEGEND

-  Existing Traffic Signal
-  Existing Stop Control
-  Proposed Stop Control
-  Turning Movement
- XX** AM Peak Hour Project Trips
- (XX)** PM Peak Hour Project Trips
- (X)** Intersection Reference Number



LEGEND

- Existing Traffic Signal
- Existing Stop Control
- Proposed Stop Control
- Existing Roadway Laneage
- Proposed Roadway Laneage
- XX** AM Peak Hour Traffic Volumes
- (XX)** PM Peak Hour Traffic Volumes
- (X)** Intersection Reference Number

6.0 LEVEL-OF-SERVICE ANALYSIS

Level-of-service determinations were made for the weekday AM and PM peak hours for the study network intersections using *Synchro, Version 11*. *Synchro* software uses methodologies contained in the 6th Edition *Highway Capacity Manual* to determine the operating characteristics of an intersection. Capacity is defined as the maximum number of vehicles that can pass over a particular road segment or through a particular intersection within a specified period under prevailing roadway, traffic, and control conditions.

Level-of-service (LOS) is used to describe the operating characteristics of a road segment or intersection in relation to its capacity. LOS is defined as a qualitative measure that describes operational conditions and motorists' perceptions of a traffic stream. The *Highway Capacity Manual* defines six levels of service, LOS A through LOS F, with A being the best and F the worst.

LOS for signalized intersections are reported for the intersection as a whole. One or more movements at an intersection experience a low LOS, while the intersection as a whole may operate acceptably.

Levels-of-service for unsignalized intersections, with stop control on the minor street only, are reported for the side-street approaches and major street left-turns.

In addition to the Estimated 2023 conditions, an analysis was performed for the AM and PM peak hours under Projected 2026 No-Build and Build traffic conditions. The results of the LOS analysis are summarized for the AM and PM peak hours in **Table 3**. The *Synchro* analysis reports are included in **Appendix D**.

Table 3: Level-of-Service Summary							
LOS (Delay in Seconds)							
Intersection	Approach & Movement	Existing 2023		Projected 2026 No-Build		Projected 2026 Build	
		AM Peak	PM Peak	AM Peak	PM Peak	AM Peak	PM Peak
1. Price Road (SR 136) at Sardis Road	NB Approach	C (17.8)	D (32.5)	C (17.8)	D (32.7)	C (18.3)	D (34.6)
	WBL	A (8.7)	A (8.9)	A (8.7)	A (8.9)	A (8.7)	A (8.9)
2. Price Road (SR 136) at Short Road (unsignalized)	NB Approach	B (10.8)	B (10.5)	B (10.8)	B (10.5)	B (11.1)	B (10.7)
	WBL	A (8.2)	A (8.0)	A (8.2)	A (8.0)	A (8.3)	A (8.1)
3. Sardis Road at Short Road (unsignalized)	SBL	A (7.7)	A (8.0)	A (7.7)	A (8.0)	A (7.8)	A (8.1)
	WB Approach	B (13.5)	B (14.2)	B (13.5)	B (14.2)	B (14.4)	C (16.5)
4. Sardis Road at Site Driveway A (unsignalized)	NBL					A (8.1)	A (8.2)
	EB Approach					B (13.8)	C (15.0)

As shown in **Table 3**, the analysis indicates that under Existing 2023, Projected 2026 No-Build, and Projected 2026 Build conditions, all intersections are expected to operate at at an acceptable LOS during both the AM and PM peak hours. No off-site roadway improvements are recommended for intersection capacity purposes.

7.0 CONCLUSION AND RECOMMENDATIONS

This traffic study evaluated the traffic impacts associated with the *4363 Sardis Road Residential* development, located west of Sardis Road and south of Short Road in unincorporated Hall County, Georgia. The development, which is approximately 41.47-acres in size, will include approximately 125 single family detached homes. The site is proposed to be rezoned from AR-III (agricultural-residential) to PRD (planned residential district).

The study network, which consists of three (3) existing intersections and one (1) site driveway, was analyzed for the weekday AM and PM peak hours under Existing 2023 conditions, Projected 2026 No-Build conditions (three years of background traffic growth), and Projected 2026 Build conditions (Projected 2026 No-Build conditions plus traffic generated by the proposed *4363 Sardis Road Residential* development).

All intersections are expected to operate at an acceptable LOS during the AM and PM peak hours under Existing 2023, Projected 2026 No-Build, and Projected 2026 Build conditions. Additionally, the site driveway is expected to operate acceptably under the Projected 2026 Build conditions.

Recommendations based on the results of this study include system improvements and site access improvements. System improvements, or “No-Build” recommendations, are needed to serve the background road network traffic. Site access improvements, or “Build” recommendations, are needed to serve the background road network traffic plus the *4363 Sardis Road Residential* development traffic.

7.1 SYSTEM IMPROVEMENT RECOMMENDATIONS

Based on the results of this traffic impact study, Kimley-Horn and Associates, Inc. does not recommend any system (no-build) improvements to serve the No-Build traffic conditions (note: this would be the improvements needed to serve the traffic based on the existing conditions plus background growth, and NOT the proposed development).

7.2 SITE-ACCESS IMPROVEMENT RECOMMENDATIONS

Based on the results of this study, Kimley-Horn and Associates, Inc. recommends the following site-access improvements to serve the Projected 2026 Build traffic conditions (note: this would be the improvements needed to serve the traffic associated with the *4363 Sardis Road Residential* development).

- Intersection 4 – Sardis Road at Site Driveway A
 - Per the site plan, construct a site driveway consisting of one (1) egress lane exiting the site and one (1) ingress lane entering the site.
 - Construct a southbound right-turn deceleration lane along Sardis Road entering the site.

Site Plan



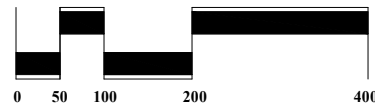
Rezoning Plat

4363 Sardis Road

Hall County, Georgia Land Lot 75, 10th District, 20th Section

prepared for:

Grace of Georgia Developments, LLC
78 Lindbergh Drive NE, Unit 100
Atlanta, Georgia 30305



Scale: 1" = 100'
November 16, 2023

Site Data

Total Site Area: 41.71 AC
Present Zoning: AR-III
Proposed Zoning: PRD
Total Lots Shown: 125
Overall Density: 2.99 UN/AC
Open Space Provided: 9.44 AC (22.6% of total site area)
Minimum Lot Size: 8,000 SF

Minimum Lot Width Shown: 50'
Building Setbacks:

front: 25'
side: 5'
rear: 20'

General Notes:

- Boundary and topography from Hall County GIS.
- According to Flood Insurance Rate Map (FIRM) #13139C0175G, April 4, 2018, no portion of this site contains floodplain.
- No cemeteries are known to exist on site.
- Streams and/or wetlands are to be determined.
- No archeological or architectural landmarks are known to exist on site.
- No utility easements exist on site.
- Stormwater management and water quality structures are conceptual in size and will be revised based on hydrologic study.

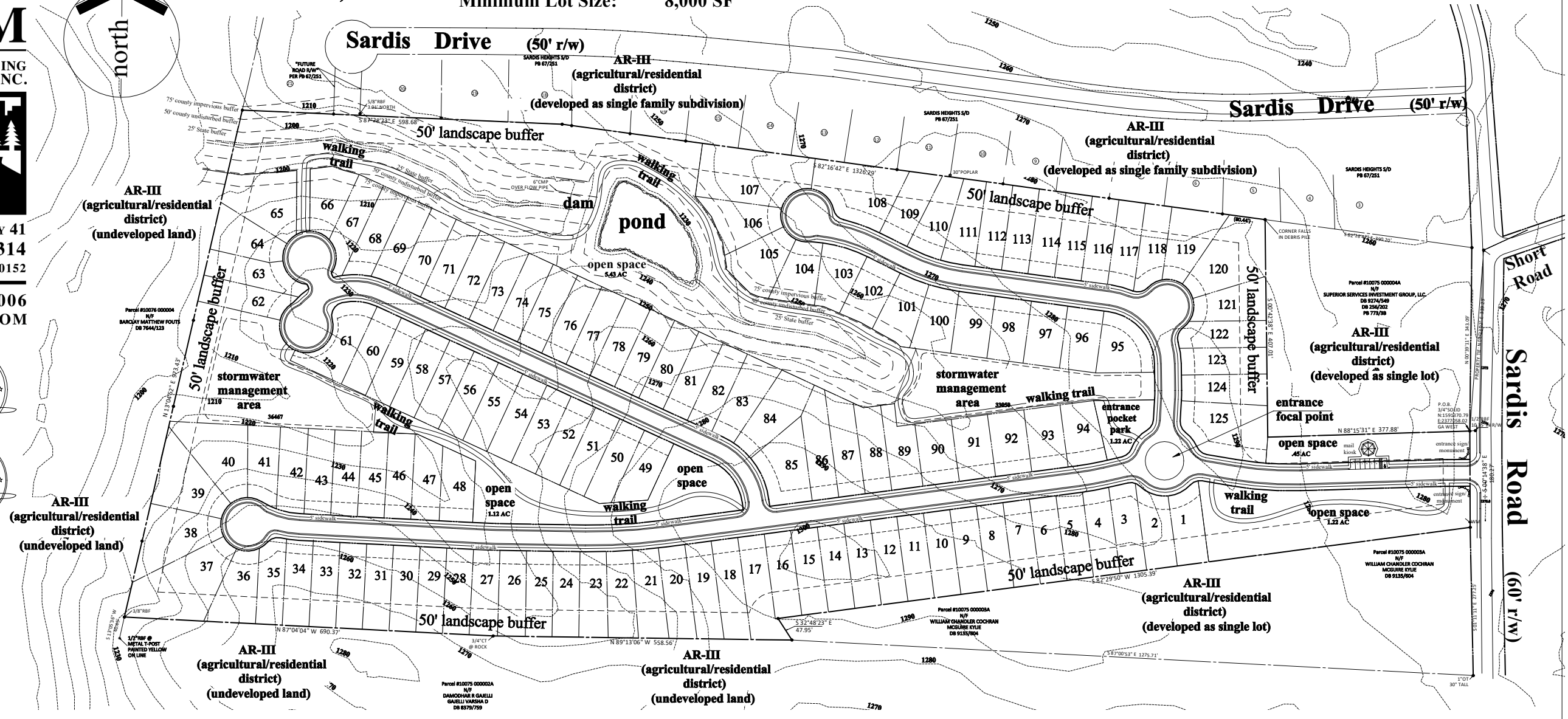
DGM

LAND PLANNING
CONSULTANTS, INC.



1635 Old Hwy 41
SUITE 112-314
KENNESAW, GA 30152

770-514-9006
DGMLPC.COM



AR-III
(agricultural/residential district)
(undeveloped land)

AR-III
(agricultural/residential district)
(undeveloped land)

AR-III
(agricultural/residential district)
(undeveloped land)

AR-III
(agricultural/residential district)
(undeveloped land)

AR-III
(agricultural/residential district)
(developed as single lot)

AR-III
(agricultural/residential district)
(developed as single lot)

Sardis Drive (50' r/w)
AR-III
(agricultural/residential district)
(developed as single family subdivision)

Sardis Drive (50' r/w)
AR-III
(agricultural/residential district)
(developed as single family subdivision)

Short Road (60' r/w)
Sardis Road

Trip Generation Worksheet

Trip Generation Analysis (11th Ed. with *2nd Edition Handbook Daily IC & 3rd Edition AM/PM IC*)
4363 Sardis Road Residential
City of Gainesville, GA

Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Proposed Site Traffic								
210 Single-Family Detached Housing	125 d.u.	1,238	91	24	67	123	77	46
Gross Trips		1,238	91	24	67	123	77	46
Residential Trips		1,238	91	24	67	123	77	46
<i>Mixed-Use Reductions</i>		0	0	0	0	0	0	0
<i>Alternative Mode Reductions</i>		0	0	0	0	0	0	0
Adjusted Residential Trips		1,238	91	24	67	123	77	46
<i>Mixed-Use Reductions - TOTAL</i>		0	0	0	0	0	0	0
<i>Alternative Mode Reductions - TOTAL</i>		0	0	0	0	0	0	0
<i>Pass-By Reductions - TOTAL</i>		0	0	0	0	0	0	0
New Trips		1,238	91	24	67	123	77	46
Driveway Volumes		1,238	91	24	67	123	77	46
k:\alp_pto\017835001_4363 sardis road residential tia - hall county - october 2023\analysis\[cqi_analysis-11thedition_ic-2nddaily_3rdedam-pm-jdd.xls]trip generation								

Intersection Volume Worksheets

INTERSECTION VOLUME DEVELOPMENT

Intersection #1: Price Road (SR 136) @ Sardis Road AM PEAK HOUR

Description	Sardis Road Northbound			Southbound			Price Road (SR 136) Eastbound			Price Road (SR 136) Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
Observed 2023 Traffic Volumes	136	0	0	0	0	0	0	279	230	2	150	0
Pedestrians	0			0			0			0		
Conflicting Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0
Heavy Vehicles	5	0	0	0	0	0	0	11	12	0	11	0
Heavy Vehicle %	4%	0%	0%	0%	0%	0%	0%	4%	5%	2%	7%	0%
Peak Hour Factor	0.91			0.91			0.91			0.91		
Adjustment												
Adjusted 2023 Volumes	136	0	0	0	0	0	0	279	230	2	150	0
Annual Growth Rate	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Growth Factor	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061
New Road Adjustment												
Other Proposed Developments												
2026 Background Traffic	144	0	0	0	0	0	0	296	244	2	159	0
Project Trips												
Trip Distribution IN									10%			
Trip Distribution OUT	10%											
Residential Trips	7	0	0	0	0	0	0	0	2	0	0	0
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0
Project Trips Balancing									1			
Total Project Trips	7	0	0	0	0	0	0	0	3	0	0	0
2026 Buildout Total	151	0	0	0	0	0	0	296	247	2	159	0

PM PEAK HOUR

Description	Sardis Road Northbound			Southbound			Price Road (SR 136) Eastbound			Price Road (SR 136) Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
Observed 2023 Traffic Volumes	168	0	7	0	0	0	0	209	194	4	322	0
Pedestrians	0			0			0			0		
Conflicting Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0
Heavy Vehicles	4	0	0	0	0	0	0	3	4	1	9	0
Heavy Vehicle %	2%	0%	2%	0%	0%	0%	0%	2%	2%	25%	3%	0%
Peak Hour Factor	0.82			0.82			0.82			0.82		
Adjustment												
Adjusted 2023 Volumes	168	0	7	0	0	0	0	209	194	4	322	0
Annual Growth Rate	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Growth Factor	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061
New Road Adjustment												
Other Proposed Developments												
2026 Background Traffic	178	0	7	0	0	0	0	222	206	4	342	0
Project Trips												
Trip Distribution IN									10%			
Trip Distribution OUT	10%											
Residential Trips	5	0	0	0	0	0	0	0	8	0	0	0
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0
Project Trips Balancing												
Total Project Trips	5	0	0	0	0	0	0	0	8	0	0	0
2026 Buildout Total	183	0	7	0	0	0	0	222	214	4	342	0

INTERSECTION VOLUME DEVELOPMENT

**Intersection #2: Price Road (SR 136) @ Short Road
AM PEAK HOUR**

Description	Short Road Northbound			Southbound			Price Road (SR 136) Eastbound			Price Road (SR 136) Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
Observed 2023 Traffic Volumes	2	0	59	0	0	0	0	285	1	88	153	0
Pedestrians	0			0			0			0		
Conflicting Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0
Heavy Vehicles	0	0	1	0	0	0	0	10	0	5	9	0
Heavy Vehicle %	2%	0%	2%	0%	0%	0%	0%	4%	2%	6%	6%	0%
Peak Hour Factor	0.93			0.93			0.93			0.93		
Adjustment												
Adjusted 2023 Volumes	2	0	59	0	0	0	0	285	1	88	153	0
Annual Growth Rate	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Growth Factor	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061
New Road Adjustment												
Other Proposed Developments												
2026 Background Traffic	2	0	63	0	0	0	0	302	1	93	162	0
Project Trips												
Trip Distribution IN										60%		
Trip Distribution OUT			60%									
Residential Trips	0	0	40	0	0	0	0	0	0	14	0	0
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0
Project Trips Balancing												
Total Project Trips	0	0	40	0	0	0	0	0	0	14	0	0
2026 Buildout Total	2	0	103	0	0	0	0	302	1	107	162	0

PM PEAK HOUR

Description	Short Road Northbound			Southbound			Price Road (SR 136) Eastbound			Price Road (SR 136) Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
Observed 2023 Traffic Volumes	2	0	83	0	0	0	0	226	2	89	335	0
Pedestrians	0			0			0			0		
Conflicting Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0
Heavy Vehicles	0	0	0	0	0	0	0	3	0	1	13	0
Heavy Vehicle %	2%	0%	2%	0%	0%	0%	0%	2%	2%	2%	4%	0%
Peak Hour Factor	0.93			0.93			0.93			0.93		
Adjustment												
Adjusted 2023 Volumes	2	0	83	0	0	0	0	226	2	89	335	0
Annual Growth Rate	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Growth Factor	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061
New Road Adjustment												
Other Proposed Developments												
2026 Background Traffic	2	0	88	0	0	0	0	240	2	94	356	0
Project Trips												
Trip Distribution IN										60%		
Trip Distribution OUT			60%									
Residential Trips	0	0	28	0	0	0	0	0	0	46	0	0
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0
Project Trips Balancing			-1									
Total Project Trips	0	0	27	0	0	0	0	0	0	46	0	0
2026 Buildout Total	2	0	115	0	0	0	0	240	2	140	356	0

INTERSECTION VOLUME DEVELOPMENT

**Intersection #3: Sardis Road @ Short Road
AM PEAK HOUR**

Description	Sardis Road Northbound			Sardis Road Southbound			Eastbound			Short Road Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
Observed 2023 Traffic Volumes	0	141	51	7	255	0	0	0	0	88	0	5
Pedestrians	0			0			0			0		
Conflicting Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0
Heavy Vehicles	0	7	1	0	11	0	0	0	0	4	0	1
Heavy Vehicle %	0%	5%	2%	2%	4%	0%	0%	0%	0%	5%	0%	20%
Peak Hour Factor	0.92			0.92			0.92			0.92		
Adjustment												
Adjusted 2023 Volumes	0	141	51	7	255	0	0	0	0	88	0	5
Annual Growth Rate	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Growth Factor	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061
New Road Adjustment												
Other Proposed Developments												
2026 Background Traffic	0	150	54	7	271	0	0	0	0	93	0	5
Project Trips												
Trip Distribution IN					10%					60%		
Trip Distribution OUT		10%	60%									
Residential Trips	0	7	40	0	2	0	0	0	0	14	0	0
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0
Project Trips Balancing					1							
Total Project Trips	0	7	40	0	3	0	0	0	0	14	0	0
2026 Buildout Total	0	157	94	7	274	0	0	0	0	107	0	5

PM PEAK HOUR

Description	Sardis Road Northbound			Sardis Road Southbound			Eastbound			Short Road Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
Observed 2023 Traffic Volumes	0	190	83	7	203	0	0	0	0	81	0	7
Pedestrians	0			0			0			0		
Conflicting Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0
Heavy Vehicles	0	7	1	0	4	0	0	0	0	1	0	0
Heavy Vehicle %	0%	4%	2%	2%	2%	0%	0%	0%	0%	2%	0%	2%
Peak Hour Factor	0.85			0.85			0.85			0.85		
Adjustment												
Adjusted 2023 Volumes	0	190	83	7	203	0	0	0	0	81	0	7
Annual Growth Rate	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Growth Factor	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061
New Road Adjustment												
Other Proposed Developments												
2026 Background Traffic	0	202	88	7	215	0	0	0	0	86	0	7
Project Trips												
Trip Distribution IN					10%					60%		
Trip Distribution OUT		10%	60%									
Residential Trips	0	5	28	0	8	0	0	0	0	46	0	0
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0
Project Trips Balancing			-1									
Total Project Trips	0	5	27	0	8	0	0	0	0	46	0	0
2026 Buildout Total	0	207	115	7	223	0	0	0	0	132	0	7

INTERSECTION VOLUME DEVELOPMENT

**Intersection #4: Sardis Road @ Site Driveway A
AM PEAK HOUR**

Description	Sardis Road Northbound			Sardis Road Southbound			Site Driveway A Eastbound			Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
Observed 2023 Traffic Volumes	0	192	0	0	343	0	0	0	0	0	0	0
Pedestrians	0			0			0			0		
Conflicting Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0
Heavy Vehicles	0	8	0	0	15	0	0	0	0	0	0	0
Heavy Vehicle %	0%	4%	0%	0%	4%	0%	0%	0%	0%	0%	0%	0%
Peak Hour Factor	0.92			0.92			0.92			0.92		
Adjustment												
Adjusted 2023 Volumes	0	192	0	0	343	0	0	0	0	0	0	0
Annual Growth Rate	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Growth Factor	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061
New Road Adjustment												
Other Proposed Developments												
2026 Background Traffic	0	204	0	0	364	0	0	0	0	0	0	0
Project Trips												
Trip Distribution IN	30%			70%								
Trip Distribution OUT							70%		30%			
Residential Trips	7	0	0	0	0	17	47	0	20	0	0	0
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0
Project Trips Balancing												
Total Project Trips	7	0	0	0	0	17	47	0	20	0	0	0
2026 Buildout Total	7	204	0	0	364	17	47	0	20	0	0	0

PM PEAK HOUR

Description	Sardis Road Northbound			Sardis Road Southbound			Site Driveway A Eastbound			Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
Observed 2023 Traffic Volumes	0	273	0	0	284	0	0	0	0	0	0	0
Pedestrians	0			0			0			0		
Conflicting Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0
Heavy Vehicles	0	8	0	0	5	0	0	0	0	0	0	0
Heavy Vehicle %	0%	3%	0%	0%	2%	0%	0%	0%	0%	0%	0%	0%
Peak Hour Factor	0.85			0.85			0.85			0.85		
Adjustment												
Adjusted 2023 Volumes	0	273	0	0	284	0	0	0	0	0	0	0
Annual Growth Rate	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Growth Factor	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061	1.061
New Road Adjustment												
Other Proposed Developments												
2026 Background Traffic	0	290	0	0	301	0	0	0	0	0	0	0
Project Trips												
Trip Distribution IN	30%			70%								
Trip Distribution OUT							70%		30%			
Residential Trips	23	0	0	0	0	54	32	0	14	0	0	0
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0
Project Trips Balancing												
Total Project Trips	23	0	0	0	0	54	32	0	14	0	0	0
2026 Buildout Total	23	290	0	0	301	54	32	0	14	0	0	0

Synchro Analysis Reports



Intersection						
Int Delay, s/veh	3.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	279	230	2	150	136	0
Future Vol, veh/h	279	230	2	150	136	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	4	5	2	7	4	0
Mvmt Flow	325	268	2	175	158	0

Major/Minor	Major1	Major2	Minor1	Minor2	Minor3
Conflicting Flow All	0	0	593	0	638
Stage 1	-	-	-	-	459
Stage 2	-	-	-	-	179
Critical Hdwy	-	-	4.12	-	6.44
Critical Hdwy Stg 1	-	-	-	-	5.44
Critical Hdwy Stg 2	-	-	-	-	5.44
Follow-up Hdwy	-	-	2.218	-	3.536
Pot Cap-1 Maneuver	-	-	983	-	438
Stage 1	-	-	-	-	632
Stage 2	-	-	-	-	847
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	983	-	437
Mov Cap-2 Maneuver	-	-	-	-	437
Stage 1	-	-	-	-	632
Stage 2	-	-	-	-	845

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	17.8
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	437	-	-	983	-
HCM Lane V/C Ratio	0.363	-	-	0.002	-
HCM Control Delay (s)	17.8	-	-	8.7	0
HCM Lane LOS	C	-	-	A	A
HCM 95th %tile Q(veh)	1.6	-	-	0	-

Intersection						
Int Delay, s/veh	2.4					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	285	1	88	153	2	59
Future Vol, veh/h	285	1	88	153	2	59
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	4	2	6	6	2	2
Mvmt Flow	325	1	100	174	2	67

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	326	0	700 326
Stage 1	-	-	-	-	326 -
Stage 2	-	-	-	-	374 -
Critical Hdwy	-	-	4.16	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.254	-	3.518 3.318
Pot Cap-1 Maneuver	-	-	1211	-	405 715
Stage 1	-	-	-	-	731 -
Stage 2	-	-	-	-	696 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1211	-	368 715
Mov Cap-2 Maneuver	-	-	-	-	368 -
Stage 1	-	-	-	-	731 -
Stage 2	-	-	-	-	633 -

Approach	EB	WB	NB
HCM Control Delay, s	0	3	10.8
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	694	-	-	1211	-
HCM Lane V/C Ratio	0.1	-	-	0.083	-
HCM Control Delay (s)	10.8	-	-	8.2	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.3	-	-	0.3	-

Intersection						
Int Delay, s/veh	2.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	88	5	141	51	7	255
Future Vol, veh/h	88	5	141	51	7	255
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	5	20	5	2	2	4
Mvmt Flow	101	6	162	59	8	294

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	502	192	0	0	221	0
Stage 1	192	-	-	-	-	-
Stage 2	310	-	-	-	-	-
Critical Hdwy	6.45	6.4	-	-	4.12	-
Critical Hdwy Stg 1	5.45	-	-	-	-	-
Critical Hdwy Stg 2	5.45	-	-	-	-	-
Follow-up Hdwy	3.545	3.48	-	-	2.218	-
Pot Cap-1 Maneuver	524	806	-	-	1348	-
Stage 1	833	-	-	-	-	-
Stage 2	737	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	520	806	-	-	1348	-
Mov Cap-2 Maneuver	520	-	-	-	-	-
Stage 1	833	-	-	-	-	-
Stage 2	732	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	13.5	0	0.2
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	530	1348
HCM Lane V/C Ratio	-	-	0.202	0.006
HCM Control Delay (s)	-	-	13.5	7.7
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.8	0

Intersection						
Int Delay, s/veh	6.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	209	194	4	322	168	7
Future Vol, veh/h	209	194	4	322	168	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	82	82	82	82	82	82
Heavy Vehicles, %	2	2	25	3	2	2
Mvmt Flow	270	251	5	416	217	9

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	521	0	822 396
Stage 1	-	-	-	-	396 -
Stage 2	-	-	-	-	426 -
Critical Hdwy	-	-	4.35	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.425	-	3.518 3.318
Pot Cap-1 Maneuver	-	-	938	-	344 653
Stage 1	-	-	-	-	680 -
Stage 2	-	-	-	-	659 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	938	-	342 653
Mov Cap-2 Maneuver	-	-	-	-	342 -
Stage 1	-	-	-	-	680 -
Stage 2	-	-	-	-	654 -

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	32.5
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	349	-	-	938	-
HCM Lane V/C Ratio	0.648	-	-	0.006	-
HCM Control Delay (s)	32.5	-	-	8.9	0
HCM Lane LOS	D	-	-	A	A
HCM 95th %tile Q(veh)	4.3	-	-	0	-

Intersection						
Int Delay, s/veh	2.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	226	2	89	335	2	83
Future Vol, veh/h	226	2	89	335	2	83
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	4	2	2
Mvmt Flow	258	2	101	382	2	95

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	260	0	843
Stage 1	-	-	-	-	259
Stage 2	-	-	-	-	584
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1304	-	334
Stage 1	-	-	-	-	784
Stage 2	-	-	-	-	557
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1304	-	301
Mov Cap-2 Maneuver	-	-	-	-	301
Stage 1	-	-	-	-	784
Stage 2	-	-	-	-	502

Approach	EB	WB	NB
HCM Control Delay, s	0	1.7	10.5
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	752	-	-	1304	-
HCM Lane V/C Ratio	0.129	-	-	0.078	-
HCM Control Delay (s)	10.5	-	-	8	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.4	-	-	0.3	-

Intersection						
Int Delay, s/veh	2.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			T
Traffic Vol, veh/h	81	7	190	83	7	203
Future Vol, veh/h	81	7	190	83	7	203
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	4	2	2	2
Mvmt Flow	101	9	237	104	9	253

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	560	289	0	0	341
Stage 1	289	-	-	-	-
Stage 2	271	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218
Pot Cap-1 Maneuver	489	750	-	-	1218
Stage 1	760	-	-	-	-
Stage 2	775	-	-	-	-
Platoon blocked, %					
Mov Cap-1 Maneuver	485	750	-	-	1218
Mov Cap-2 Maneuver	485	-	-	-	-
Stage 1	760	-	-	-	-
Stage 2	768	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	14.2	0	0.3
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	499	1218
HCM Lane V/C Ratio	-	-	0.22	0.007
HCM Control Delay (s)	-	-	14.2	8
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.8	0

Intersection						
Int Delay, s/veh	3.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	296	244	2	159	144	0
Future Vol, veh/h	296	244	2	159	144	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	4	5	2	7	4	0
Mvmt Flow	325	268	2	175	158	0

Major/Minor	Major1	Major2	Minor1	Minor2	Minor3
Conflicting Flow All	0	0	593	0	638
Stage 1	-	-	-	-	459
Stage 2	-	-	-	-	179
Critical Hdwy	-	-	4.12	-	6.44
Critical Hdwy Stg 1	-	-	-	-	5.44
Critical Hdwy Stg 2	-	-	-	-	5.44
Follow-up Hdwy	-	-	2.218	-	3.536
Pot Cap-1 Maneuver	-	-	983	-	438
Stage 1	-	-	-	-	632
Stage 2	-	-	-	-	847
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	983	-	437
Mov Cap-2 Maneuver	-	-	-	-	437
Stage 1	-	-	-	-	632
Stage 2	-	-	-	-	845

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	17.8
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	437	-	-	983	-
HCM Lane V/C Ratio	0.362	-	-	0.002	-
HCM Control Delay (s)	17.8	-	-	8.7	0
HCM Lane LOS	C	-	-	A	A
HCM 95th %tile Q(veh)	1.6	-	-	0	-

Intersection						
Int Delay, s/veh	2.4					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	302	1	93	162	2	63
Future Vol, veh/h	302	1	93	162	2	63
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	4	2	6	6	2	2
Mvmt Flow	325	1	100	174	2	68

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	326	0	700 326
Stage 1	-	-	-	-	326 -
Stage 2	-	-	-	-	374 -
Critical Hdwy	-	-	4.16	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.254	-	3.518 3.318
Pot Cap-1 Maneuver	-	-	1211	-	405 715
Stage 1	-	-	-	-	731 -
Stage 2	-	-	-	-	696 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1211	-	368 715
Mov Cap-2 Maneuver	-	-	-	-	368 -
Stage 1	-	-	-	-	731 -
Stage 2	-	-	-	-	633 -

Approach	EB	WB	NB
HCM Control Delay, s	0	3	10.8
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	695	-	-	1211	-
HCM Lane V/C Ratio	0.101	-	-	0.083	-
HCM Control Delay (s)	10.8	-	-	8.2	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.3	-	-	0.3	-

Intersection						
Int Delay, s/veh	2.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			T
Traffic Vol, veh/h	93	5	150	54	7	271
Future Vol, veh/h	93	5	150	54	7	271
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	5	20	5	2	2	4
Mvmt Flow	101	5	163	59	8	295

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	504	193	0	0	222	0
Stage 1	193	-	-	-	-	-
Stage 2	311	-	-	-	-	-
Critical Hdwy	6.45	6.4	-	-	4.12	-
Critical Hdwy Stg 1	5.45	-	-	-	-	-
Critical Hdwy Stg 2	5.45	-	-	-	-	-
Follow-up Hdwy	3.545	3.48	-	-	2.218	-
Pot Cap-1 Maneuver	522	805	-	-	1347	-
Stage 1	833	-	-	-	-	-
Stage 2	736	-	-	-	-	-
Platoon blocked, %			-	-		
Mov Cap-1 Maneuver	518	805	-	-	1347	-
Mov Cap-2 Maneuver	518	-	-	-	-	-
Stage 1	833	-	-	-	-	-
Stage 2	731	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	13.5	0	0.2
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	528	1347
HCM Lane V/C Ratio	-	-	0.202	0.006
HCM Control Delay (s)	-	-	13.5	7.7
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.7	0

Intersection						
Int Delay, s/veh	6.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	222	206	4	342	178	7
Future Vol, veh/h	222	206	4	342	178	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	82	82	82	82	82	82
Heavy Vehicles, %	2	2	25	3	2	2
Mvmt Flow	271	251	5	417	217	9

Major/Minor	Major1	Major2	Minor1	Minor2	Minor3
Conflicting Flow All	0	0	522	0	824
Stage 1	-	-	-	-	397
Stage 2	-	-	-	-	427
Critical Hdwy	-	-	4.35	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.425	-	3.518
Pot Cap-1 Maneuver	-	-	937	-	343
Stage 1	-	-	-	-	679
Stage 2	-	-	-	-	658
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	937	-	341
Mov Cap-2 Maneuver	-	-	-	-	341
Stage 1	-	-	-	-	679
Stage 2	-	-	-	-	653

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	32.7
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	347	-	-	937	-
HCM Lane V/C Ratio	0.65	-	-	0.005	-
HCM Control Delay (s)	32.7	-	-	8.9	0
HCM Lane LOS	D	-	-	A	A
HCM 95th %tile Q(veh)	4.3	-	-	0	-

Intersection						
Int Delay, s/veh	2.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	240	2	94	356	2	88
Future Vol, veh/h	240	2	94	356	2	88
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	4	2	2
Mvmt Flow	258	2	101	383	2	95

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	260	0	844 259
Stage 1	-	-	-	-	259 -
Stage 2	-	-	-	-	585 -
Critical Hdwy	-	-	4.12	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.218	-	3.518 3.318
Pot Cap-1 Maneuver	-	-	1304	-	334 780
Stage 1	-	-	-	-	784 -
Stage 2	-	-	-	-	557 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1304	-	301 780
Mov Cap-2 Maneuver	-	-	-	-	301 -
Stage 1	-	-	-	-	784 -
Stage 2	-	-	-	-	502 -

Approach	EB	WB	NB
HCM Control Delay, s	0	1.7	10.5
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	753	-	-	1304	-
HCM Lane V/C Ratio	0.129	-	-	0.078	-
HCM Control Delay (s)	10.5	-	-	8	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.4	-	-	0.3	-

Intersection						
Int Delay, s/veh	2.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W	R	T	R	L	T
Traffic Vol, veh/h	86	7	202	88	7	215
Future Vol, veh/h	86	7	202	88	7	215
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	4	2	2	2
Mvmt Flow	101	8	238	104	8	253

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	559	290	0	0	342
Stage 1	290	-	-	-	-
Stage 2	269	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218
Pot Cap-1 Maneuver	490	749	-	-	1217
Stage 1	759	-	-	-	-
Stage 2	776	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	486	749	-	-	1217
Mov Cap-2 Maneuver	486	-	-	-	-
Stage 1	759	-	-	-	-
Stage 2	770	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	14.2	0	0.3
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	499	1217
HCM Lane V/C Ratio	-	-	0.219	0.007
HCM Control Delay (s)	-	-	14.2	8
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.8	0

Intersection						
Int Delay, s/veh	3.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	296	247	2	159	151	0
Future Vol, veh/h	296	247	2	159	151	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	4	5	2	7	4	0
Mvmt Flow	325	271	2	175	166	0

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	596	0	640
Stage 1	-	-	-	-	461
Stage 2	-	-	-	-	179
Critical Hdwy	-	-	4.12	-	6.44
Critical Hdwy Stg 1	-	-	-	-	5.44
Critical Hdwy Stg 2	-	-	-	-	5.44
Follow-up Hdwy	-	-	2.218	-	3.536
Pot Cap-1 Maneuver	-	-	980	-	436
Stage 1	-	-	-	-	631
Stage 2	-	-	-	-	847
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	980	-	435
Mov Cap-2 Maneuver	-	-	-	-	435
Stage 1	-	-	-	-	631
Stage 2	-	-	-	-	845

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	18.3
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	435	-	-	980	-
HCM Lane V/C Ratio	0.381	-	-	0.002	-
HCM Control Delay (s)	18.3	-	-	8.7	0
HCM Lane LOS	C	-	-	A	A
HCM 95th %tile Q(veh)	1.8	-	-	0	-

Intersection						
Int Delay, s/veh	3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	302	1	107	162	2	103
Future Vol, veh/h	302	1	107	162	2	103
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	4	2	6	6	2	2
Mvmt Flow	325	1	115	174	2	111

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	326	0	730
Stage 1	-	-	-	-	326
Stage 2	-	-	-	-	404
Critical Hdwy	-	-	4.16	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.254	-	3.518
Pot Cap-1 Maneuver	-	-	1211	-	389
Stage 1	-	-	-	-	731
Stage 2	-	-	-	-	674
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1211	-	348
Mov Cap-2 Maneuver	-	-	-	-	348
Stage 1	-	-	-	-	731
Stage 2	-	-	-	-	603

Approach	EB	WB	NB
HCM Control Delay, s	0	3.3	11.1
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	701	-	-	1211	-
HCM Lane V/C Ratio	0.161	-	-	0.095	-
HCM Control Delay (s)	11.1	-	-	8.3	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.6	-	-	0.3	-

Intersection						
Int Delay, s/veh	2.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	107	5	157	94	7	274
Future Vol, veh/h	107	5	157	94	7	274
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	5	20	5	2	2	4
Mvmt Flow	116	5	171	102	8	298

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	536	222	0	0	273
Stage 1	222	-	-	-	-
Stage 2	314	-	-	-	-
Critical Hdwy	6.45	6.4	-	-	4.12
Critical Hdwy Stg 1	5.45	-	-	-	-
Critical Hdwy Stg 2	5.45	-	-	-	-
Follow-up Hdwy	3.545	3.48	-	-	2.218
Pot Cap-1 Maneuver	500	775	-	-	1290
Stage 1	808	-	-	-	-
Stage 2	734	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	497	775	-	-	1290
Mov Cap-2 Maneuver	497	-	-	-	-
Stage 1	808	-	-	-	-
Stage 2	729	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	14.4	0	0.2
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	505	1290
HCM Lane V/C Ratio	-	-	0.241	0.006
HCM Control Delay (s)	-	-	14.4	7.8
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.9	0

Intersection						
Int Delay, s/veh	1.5					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		T
Traffic Vol, veh/h	47	20	7	204	364	17
Future Vol, veh/h	47	20	7	204	364	17
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	0	0	0	4	4	0
Mvmt Flow	51	22	8	222	396	18

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	643	405	414	0	0
Stage 1	405	-	-	-	-
Stage 2	238	-	-	-	-
Critical Hdwy	6.4	6.2	4.1	-	-
Critical Hdwy Stg 1	5.4	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.2	-	-
Pot Cap-1 Maneuver	441	650	1156	-	-
Stage 1	678	-	-	-	-
Stage 2	806	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	437	650	1156	-	-
Mov Cap-2 Maneuver	437	-	-	-	-
Stage 1	673	-	-	-	-
Stage 2	806	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	13.8	0.3	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1156	-	484	-	-
HCM Lane V/C Ratio	0.007	-	0.15	-	-
HCM Control Delay (s)	8.1	0	13.8	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.5	-	-

Intersection						
Int Delay, s/veh	6.8					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	222	214	4	342	183	7
Future Vol, veh/h	222	214	4	342	183	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	82	82	82	82	82	82
Heavy Vehicles, %	2	2	25	3	2	2
Mvmt Flow	271	261	5	417	223	9

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	532	0	829 402
Stage 1	-	-	-	-	402 -
Stage 2	-	-	-	-	427 -
Critical Hdwy	-	-	4.35	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.425	-	3.518 3.318
Pot Cap-1 Maneuver	-	-	929	-	340 648
Stage 1	-	-	-	-	676 -
Stage 2	-	-	-	-	658 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	929	-	338 648
Mov Cap-2 Maneuver	-	-	-	-	338 -
Stage 1	-	-	-	-	676 -
Stage 2	-	-	-	-	653 -

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	34.6
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	344	-	-	929	-
HCM Lane V/C Ratio	0.674	-	-	0.005	-
HCM Control Delay (s)	34.6	-	-	8.9	0
HCM Lane LOS	D	-	-	A	A
HCM 95th %tile Q(veh)	4.7	-	-	0	-

Intersection						
Int Delay, s/veh	2.8					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	240	2	140	356	2	115
Future Vol, veh/h	240	2	140	356	2	115
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	4	2	2
Mvmt Flow	258	2	151	383	2	124

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	260	0	944
Stage 1	-	-	-	-	259
Stage 2	-	-	-	-	685
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1304	-	291
Stage 1	-	-	-	-	784
Stage 2	-	-	-	-	500
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1304	-	248
Mov Cap-2 Maneuver	-	-	-	-	248
Stage 1	-	-	-	-	784
Stage 2	-	-	-	-	427

Approach	EB	WB	NB
HCM Control Delay, s	0	2.3	10.7
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	752	-	-	1304	-
HCM Lane V/C Ratio	0.167	-	-	0.115	-
HCM Control Delay (s)	10.7	-	-	8.1	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.6	-	-	0.4	-

Intersection						
Int Delay, s/veh	3.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	132	7	207	115	7	223
Future Vol, veh/h	132	7	207	115	7	223
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	4	2	2	2
Mvmt Flow	155	8	244	135	8	262

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	590	312	0	0	379
Stage 1	312	-	-	-	-
Stage 2	278	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218
Pot Cap-1 Maneuver	470	728	-	-	1179
Stage 1	742	-	-	-	-
Stage 2	769	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	466	728	-	-	1179
Mov Cap-2 Maneuver	466	-	-	-	-
Stage 1	742	-	-	-	-
Stage 2	763	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	16.5	0	0.2
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	475	1179
HCM Lane V/C Ratio	-	-	0.344	0.007
HCM Control Delay (s)	-	-	16.5	8.1
HCM Lane LOS	-	-	C	A
HCM 95th %tile Q(veh)	-	-	1.5	0

Intersection						
Int Delay, s/veh	1.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		T
Traffic Vol, veh/h	32	14	23	290	301	54
Future Vol, veh/h	32	14	23	290	301	54
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	0	0	0	3	2	0
Mvmt Flow	38	16	27	341	354	64

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	781	386	418	0	-	0
Stage 1	386	-	-	-	-	-
Stage 2	395	-	-	-	-	-
Critical Hdwy	6.4	6.2	4.1	-	-	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.2	-	-	-
Pot Cap-1 Maneuver	366	666	1152	-	-	-
Stage 1	691	-	-	-	-	-
Stage 2	685	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	355	666	1152	-	-	-
Mov Cap-2 Maneuver	355	-	-	-	-	-
Stage 1	671	-	-	-	-	-
Stage 2	685	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15	0.6	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1152	-	414	-	-
HCM Lane V/C Ratio	0.023	-	0.131	-	-
HCM Control Delay (s)	8.2	0	15	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.4	-	-

Raw Traffic Counts



Greater Traffic Company

File Name : 01
 Site Code :
 Start Date : 10/25/2023
 Page No : 1

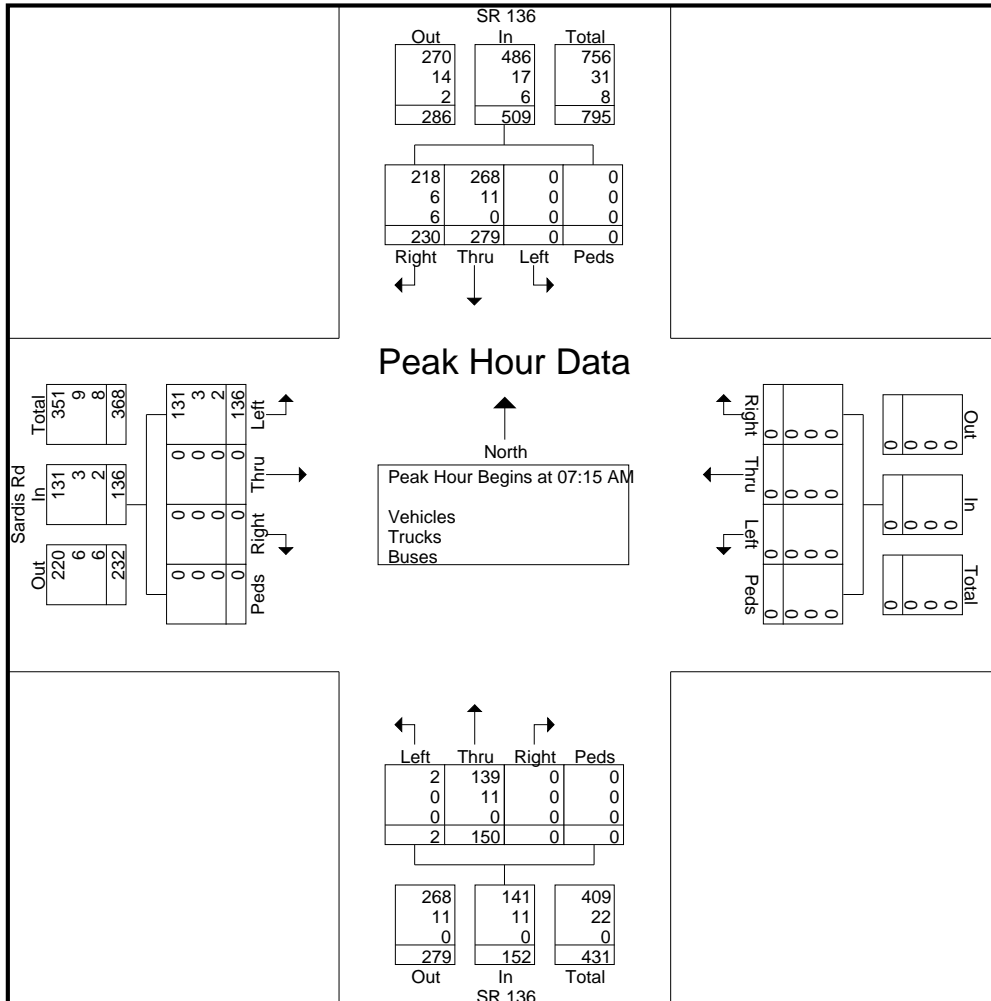
Groups Printed- Vehicles - Trucks - Buses

Start Time	SR 136 Northbound					SR 136 Southbound					Sardis Rd Eastbound					Westbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
07:00 AM	0	22	0	0	22	0	52	30	0	82	25	0	0	0	25	0	0	0	0	0	0
07:15 AM	0	38	0	0	38	0	69	55	0	124	36	0	0	0	36	0	0	0	0	0	0
07:30 AM	0	33	0	0	33	0	81	54	0	135	42	0	0	0	42	0	0	0	0	0	0
07:45 AM	1	46	0	0	47	0	73	65	0	138	35	0	0	0	35	0	0	0	0	0	0
Total	1	139	0	0	140	0	275	204	0	479	138	0	0	0	138	0	0	0	0	0	0
08:00 AM	1	33	0	0	34	0	56	56	0	112	23	0	0	0	23	0	0	0	0	0	0
08:15 AM	1	45	0	0	46	0	47	43	0	90	40	0	2	0	42	0	0	0	0	0	0
08:30 AM	0	41	0	0	41	0	51	31	0	82	29	0	0	0	29	0	0	0	0	0	0
08:45 AM	0	38	0	0	38	0	48	29	0	77	31	0	0	0	31	0	0	0	0	0	0
Total	2	157	0	0	159	0	202	159	0	361	123	0	2	0	125	0	0	0	0	0	0
*** BREAK ***																					
04:00 PM	1	71	0	0	72	0	46	23	0	69	58	0	2	0	60	0	0	0	0	0	0
04:15 PM	0	75	0	0	75	0	58	41	0	99	46	0	2	0	48	0	0	0	0	0	0
04:30 PM	0	66	0	0	66	0	51	41	0	92	47	0	0	0	47	0	0	0	0	0	0
04:45 PM	0	57	0	0	57	0	52	37	0	89	41	0	0	0	41	0	0	0	0	0	0
Total	1	269	0	0	270	0	207	142	0	349	192	0	4	0	196	0	0	0	0	0	0
05:00 PM	0	82	0	0	82	0	49	30	0	79	45	0	1	0	46	0	0	0	0	0	0
05:15 PM	1	75	0	0	76	0	51	37	0	88	40	0	3	0	43	0	0	0	0	0	0
05:30 PM	0	91	0	0	91	0	68	69	0	137	46	0	1	0	47	0	0	0	0	0	0
05:45 PM	3	74	0	0	77	0	41	58	0	99	37	0	2	0	39	0	0	0	0	0	0
Total	4	322	0	0	326	0	209	194	0	403	168	0	7	0	175	0	0	0	0	0	0
Grand Total	8	887	0	0	895	0	893	699	0	1592	621	0	13	0	634	0	0	0	0	0	0
Apprch %	0.9	99.1	0	0		0	56.1	43.9	0		97.9	0	2.1	0		0	0	0	0		
Total %	0.3	28.4	0	0	28.7	0	28.6	22.4	0	51	19.9	0	0.4	0	20.3	0	0	0	0	0	0
Vehicles	6	844	0	0	850	0	861	676	0	1537	596	0	12	0	608	0	0	0	0	0	2995
% Vehicles	75	95.2	0	0	95	0	96.4	96.7	0	96.5	96	0	92.3	0	95.9	0	0	0	0	0	96
Trucks	2	40	0	0	42	0	31	14	0	45	11	0	1	0	12	0	0	0	0	0	99
% Trucks	25	4.5	0	0	4.7	0	3.5	2	0	2.8	1.8	0	7.7	0	1.9	0	0	0	0	0	3.2
Buses	0	3	0	0	3	0	1	9	0	10	14	0	0	0	14	0	0	0	0	0	27
% Buses	0	0.3	0	0	0.3	0	0.1	1.3	0	0.6	2.3	0	0	0	2.2	0	0	0	0	0	0.9

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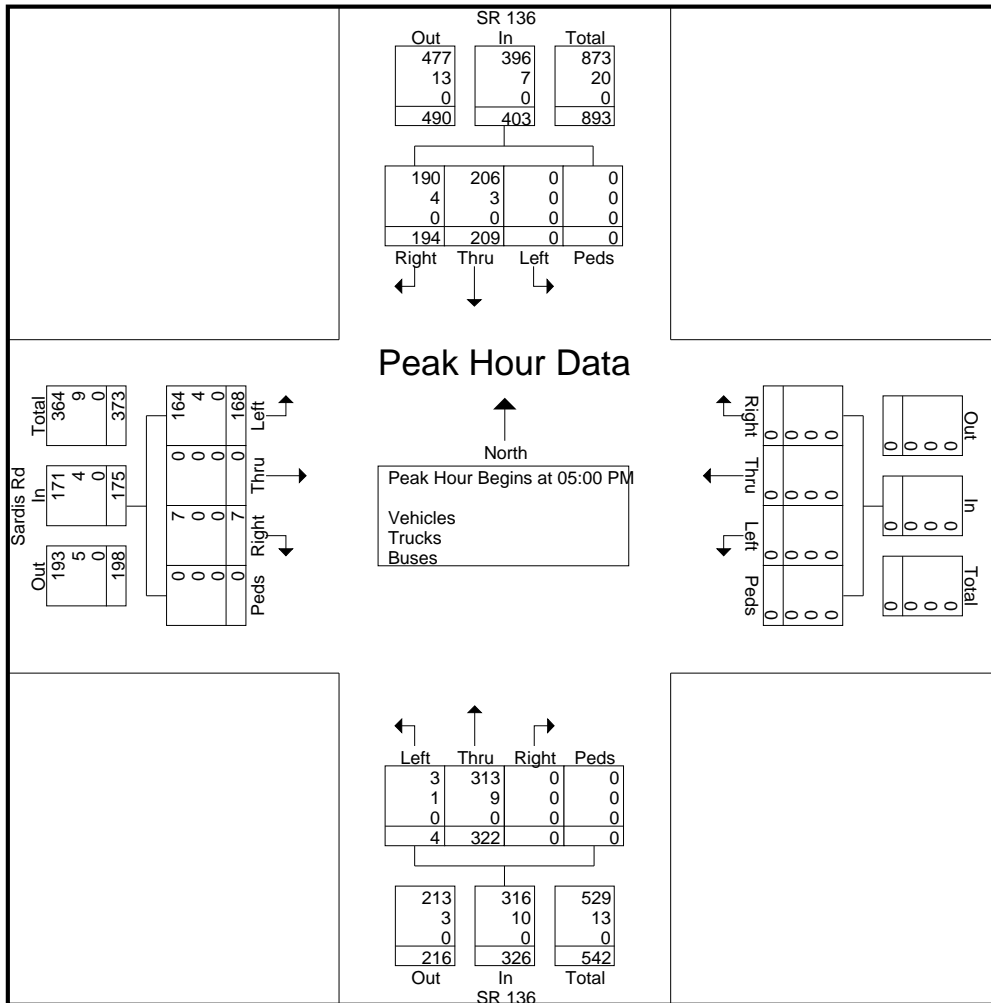
Start Time	SR 136 Northbound					SR 136 Southbound					Sardis Rd Eastbound					Westbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	0	38	0	0	38	0	69	55	0	124	36	0	0	0	36	0	0	0	0	0	198
07:30 AM	0	33	0	0	33	0	81	54	0	135	42	0	0	0	42	0	0	0	0	0	210
07:45 AM	1	46	0	0	47	0	73	65	0	138	35	0	0	0	35	0	0	0	0	0	220
08:00 AM	1	33	0	0	34	0	56	56	0	112	23	0	0	0	23	0	0	0	0	0	169
Total Volume	2	150	0	0	152	0	279	230	0	509	136	0	0	0	136	0	0	0	0	0	797
% App. Total	1.3	98.7	0	0		0	54.8	45.2	0		100	0	0	0		0	0	0	0		
PHF	.500	.815	.000	.000	.809	.000	.861	.885	.000	.922	.810	.000	.000	.000	.810	.000	.000	.000	.000	.000	.906
Vehicles	2	139	0	0	141	0	268	218	0	486	131	0	0	0	131	0	0	0	0	0	758
% Vehicles																					
Trucks	0	11	0	0	11	0	11	6	0	17	3	0	0	0	3	0	0	0	0	0	31
% Trucks	0	7.3	0	0	7.2	0	3.9	2.6	0	3.3	2.2	0	0	0	2.2	0	0	0	0	0	3.9
Buses	0	0	0	0	0	0	0	6	0	6	2	0	0	0	2	0	0	0	0	0	8
% Buses	0	0	0	0	0	0	0	2.6	0	1.2	1.5	0	0	0	1.5	0	0	0	0	0	1.0



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Start Time	SR 136 Northbound					SR 136 Southbound					Sardis Rd Eastbound					Westbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 05:00 PM																					
05:00 PM	0	82	0	0	82	0	49	30	0	79	45	0	1	0	46	0	0	0	0	0	207
05:15 PM	1	75	0	0	76	0	51	37	0	88	40	0	3	0	43	0	0	0	0	0	207
05:30 PM	0	91	0	0	91	0	68	69	0	137	46	0	1	0	47	0	0	0	0	0	275
05:45 PM	3	74	0	0	77	0	41	58	0	99	37	0	2	0	39	0	0	0	0	0	215
Total Volume	4	322	0	0	326	0	209	194	0	403	168	0	7	0	175	0	0	0	0	0	904
% App. Total	1.2	98.8	0	0		0	51.9	48.1	0		96	0	4	0		0	0	0	0	0	
PHF	.333	.885	.000	.000	.896	.000	.768	.703	.000	.735	.913	.000	.583	.000	.931	.000	.000	.000	.000	.000	.822
Vehicles	3	313	0	0	316	0	206	190	0	396	164	0	7	0	171	0	0	0	0	0	883
% Vehicles	1	9	0	0	10	0	3	4	0	7	4	0	0	0	4	0	0	0	0	0	21
Trucks	25.0	2.8	0	0	3.1	0	1.4	2.1	0	1.7	2.4	0	0	0	2.3	0	0	0	0	0	2.3
% Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



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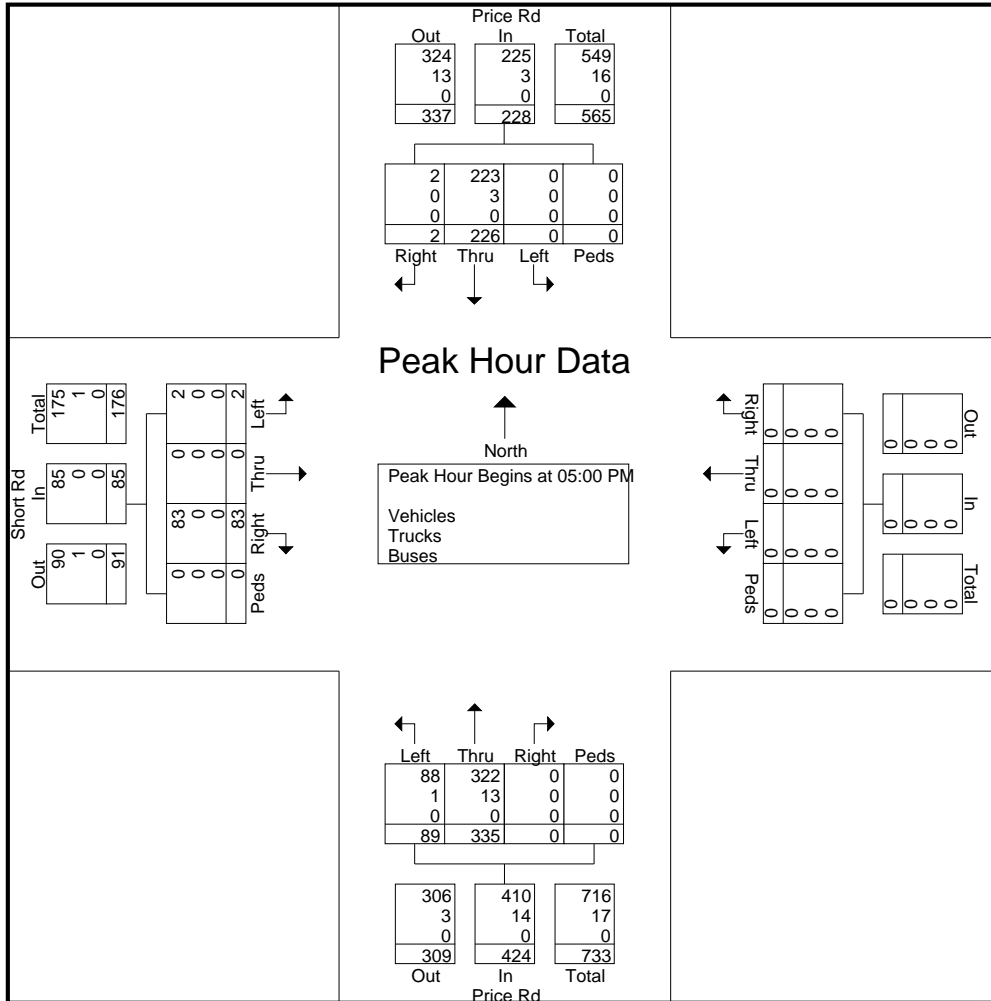
Groups Printed- Vehicles - Trucks - Buses

Start Time	Price Rd Northbound					Price Rd Southbound					Short Rd Eastbound					Westbound					Int. Total	
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total		
07:00 AM	20	23	0	0	43	0	53	0	0	53	0	0	16	0	16	0	0	0	0	0	0	112
07:15 AM	17	37	0	0	54	0	70	0	0	70	2	0	12	0	14	0	0	0	0	0	0	138
07:30 AM	24	36	0	0	60	0	80	0	0	80	0	0	8	0	8	0	0	0	0	0	0	148
07:45 AM	25	48	0	0	73	0	74	0	0	74	0	0	11	0	11	0	0	0	0	0	0	158
Total	86	144	0	0	230	0	277	0	0	277	2	0	47	0	49	0	0	0	0	0	0	556
08:00 AM	22	32	0	0	54	0	61	1	0	62	0	0	28	0	28	0	0	0	0	0	0	144
08:15 AM	11	46	0	0	57	0	54	0	0	54	1	0	13	0	14	0	0	0	0	0	0	125
08:30 AM	8	42	0	0	50	0	52	0	0	52	0	0	5	0	5	0	0	0	0	0	0	107
08:45 AM	8	42	0	0	50	0	52	0	0	52	0	0	8	0	8	0	0	0	0	0	0	110
Total	49	162	0	0	211	0	219	1	0	220	1	0	54	0	55	0	0	0	0	0	0	486
*** BREAK ***																						
04:00 PM	19	74	0	0	93	0	53	0	0	53	0	0	34	0	34	0	0	0	0	0	0	180
04:15 PM	11	75	0	0	86	0	64	1	0	65	0	0	15	0	15	0	0	0	0	0	0	166
04:30 PM	16	66	0	0	82	0	47	0	0	47	0	0	11	0	11	0	0	0	0	0	0	140
04:45 PM	19	57	0	0	76	0	56	0	0	56	1	0	20	0	21	0	0	0	0	0	0	153
Total	65	272	0	0	337	0	220	1	0	221	1	0	80	0	81	0	0	0	0	0	0	639
05:00 PM	23	82	0	0	105	0	54	0	0	54	0	0	24	0	24	0	0	0	0	0	0	183
05:15 PM	22	80	0	0	102	0	53	0	0	53	1	0	25	0	26	0	0	0	0	0	0	181
05:30 PM	26	89	0	0	115	0	70	2	0	72	1	0	11	0	12	0	0	0	0	0	0	199
05:45 PM	18	84	0	0	102	0	49	0	0	49	0	0	23	0	23	0	0	0	0	0	0	174
Total	89	335	0	0	424	0	226	2	0	228	2	0	83	0	85	0	0	0	0	0	0	737
Grand Total	289	913	0	0	1202	0	942	4	0	946	6	0	264	0	270	0	0	0	0	0	0	2418
Apprch %	24	76	0	0		0	99.6	0.4	0		2.2	0	97.8	0		0	0	0	0	0		
Total %	12	37.8	0	0	49.7	0	39	0.2	0	39.1	0.2	0	10.9	0	11.2	0	0	0	0	0	0	
Vehicles	283	868	0	0	1151	0	912	4	0	916	6	0	258	0	264	0	0	0	0	0	0	2331
% Vehicles	97.9	95.1	0	0	95.8	0	96.8	100	0	96.8	100	0	97.7	0	97.8	0	0	0	0	0	0	96.4
Trucks	1	42	0	0	43	0	29	0	0	29	0	0	2	0	2	0	0	0	0	0	0	74
% Trucks	0.3	4.6	0	0	3.6	0	3.1	0	0	3.1	0	0	0.8	0	0.7	0	0	0	0	0	0	3.1
Buses	5	3	0	0	8	0	1	0	0	1	0	0	4	0	4	0	0	0	0	0	0	13
% Buses	1.7	0.3	0	0	0.7	0	0.1	0	0	0.1	0	0	1.5	0	1.5	0	0	0	0	0	0	0.5

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Start Time	Price Rd Northbound					Price Rd Southbound					Short Rd Eastbound					Westbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 05:00 PM																					
05:00 PM	23	82	0	0	105	0	54	0	0	54	0	0	24	0	24	0	0	0	0	0	183
05:15 PM	22	80	0	0	102	0	53	0	0	53	1	0	25	0	26	0	0	0	0	0	181
05:30 PM	26	89	0	0	115	0	70	2	0	72	1	0	11	0	12	0	0	0	0	0	199
05:45 PM	18	84	0	0	102	0	49	0	0	49	0	0	23	0	23	0	0	0	0	0	174
Total Volume	89	335	0	0	424	0	226	2	0	228	2	0	83	0	85	0	0	0	0	0	737
% App. Total	21	79	0	0		0	99.1	0.9	0		2.4	0	97.6	0		0	0	0	0	0	
PHF	.856	.941	.000	.000	.922	.000	.807	.250	.000	.792	.500	.000	.830	.000	.817	.000	.000	.000	.000	.000	.926
Vehicles	88	322	0	0	410	0	223	2	0	225	2	0	83	0	85	0	0	0	0	0	720
% Vehicles	1	13	0	0	14	0	3	0	0	3	0	0	0	0	0	0	0	0	0	0	17
% Trucks	1.1	3.9	0	0	3.3	0	1.3	0	0	1.3	0	0	0	0	0	0	0	0	0	0	2.3
% Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



Greater Traffic Company

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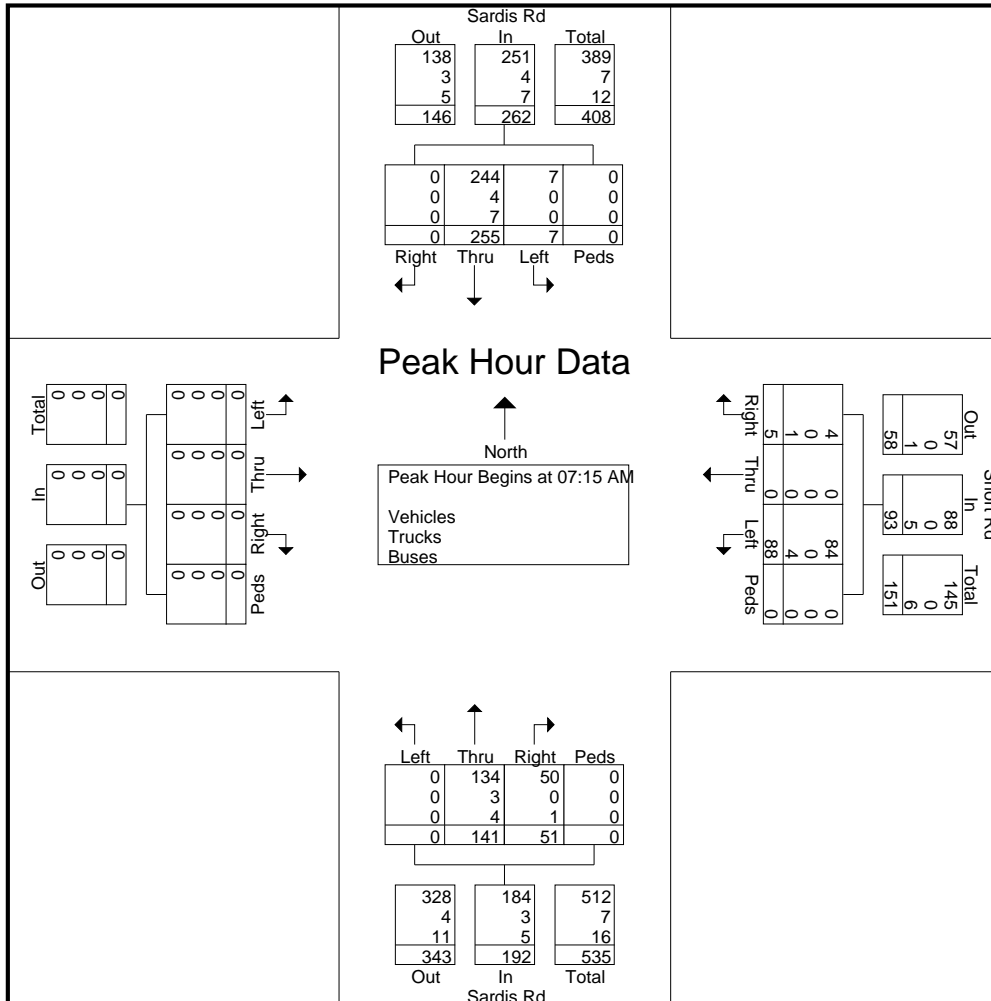
Groups Printed- Vehicles - Trucks - Buses

Start Time	Sardis Rd Northbound					Sardis Rd Southbound					Eastbound					Short Rd Westbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
07:00 AM	0	26	11	0	37	0	28	0	0	28	0	0	0	0	0	14	0	0	0	14	79
07:15 AM	0	36	11	0	47	3	67	0	0	70	0	0	0	0	0	18	0	0	0	18	135
07:30 AM	0	49	9	0	58	2	59	0	0	61	0	0	0	0	0	25	0	4	0	29	148
07:45 AM	0	29	8	0	37	1	62	0	0	63	0	0	0	0	0	24	0	0	0	24	124
Total	0	140	39	0	179	6	216	0	0	222	0	0	0	0	0	81	0	4	0	85	486
08:00 AM	0	27	23	0	50	1	67	0	0	68	0	0	0	0	0	21	0	1	0	22	140
08:15 AM	0	44	15	0	59	0	41	0	0	41	0	0	0	0	0	8	0	1	0	9	109
08:30 AM	0	24	4	0	28	2	28	0	0	30	0	0	0	0	0	8	0	0	0	8	66
08:45 AM	0	26	3	0	29	2	20	0	0	22	0	0	0	0	0	8	0	1	0	9	60
Total	0	121	45	0	166	5	156	0	0	161	0	0	0	0	0	45	0	3	0	48	375
*** BREAK ***																					
04:00 PM	0	58	22	0	80	2	28	0	0	30	0	0	0	0	0	17	0	2	0	19	129
04:15 PM	0	46	16	0	62	1	38	0	0	39	0	0	0	0	0	14	0	1	0	15	116
04:30 PM	0	44	11	0	55	2	41	0	0	43	0	0	0	0	0	12	0	2	0	14	112
04:45 PM	0	48	15	0	63	2	38	0	0	40	0	0	0	0	0	13	0	2	0	15	118
Total	0	196	64	0	260	7	145	0	0	152	0	0	0	0	0	56	0	7	0	63	475
05:00 PM	0	51	23	0	74	1	32	0	0	33	0	0	0	0	0	18	0	2	0	20	127
05:15 PM	0	41	25	0	66	2	39	0	0	41	0	0	0	0	0	25	0	1	0	26	133
05:30 PM	0	63	8	0	71	3	72	0	0	75	0	0	0	0	0	22	0	1	0	23	169
05:45 PM	0	35	27	0	62	1	60	0	0	61	0	0	0	0	0	16	0	3	0	19	142
Total	0	190	83	0	273	7	203	0	0	210	0	0	0	0	0	81	0	7	0	88	571
Grand Total	0	647	231	0	878	25	720	0	0	745	0	0	0	0	0	263	0	21	0	284	1907
Apprch %	0	73.7	26.3	0		3.4	96.6	0	0		0	0	0	0		92.6	0	7.4	0		
Total %	0	33.9	12.1	0	46	1.3	37.8	0	0	39.1	0	0	0	0	0	13.8	0	1.1	0	14.9	
Vehicles	0	619	226	0	845	24	696	0	0	720	0	0	0	0	0	258	0	20	0	278	1843
% Vehicles	0	95.7	97.8	0	96.2	96	96.7	0	0	96.6	0	0	0	0	0	98.1	0	95.2	0	97.9	96.6
Trucks	0	14	2	0	16	0	14	0	0	14	0	0	0	0	0	1	0	0	0	1	31
% Trucks	0	2.2	0.9	0	1.8	0	1.9	0	0	1.9	0	0	0	0	0	0.4	0	0	0	0.4	1.6
Buses	0	14	3	0	17	1	10	0	0	11	0	0	0	0	0	4	0	1	0	5	33
% Buses	0	2.2	1.3	0	1.9	4	1.4	0	0	1.5	0	0	0	0	0	1.5	0	4.8	0	1.8	1.7

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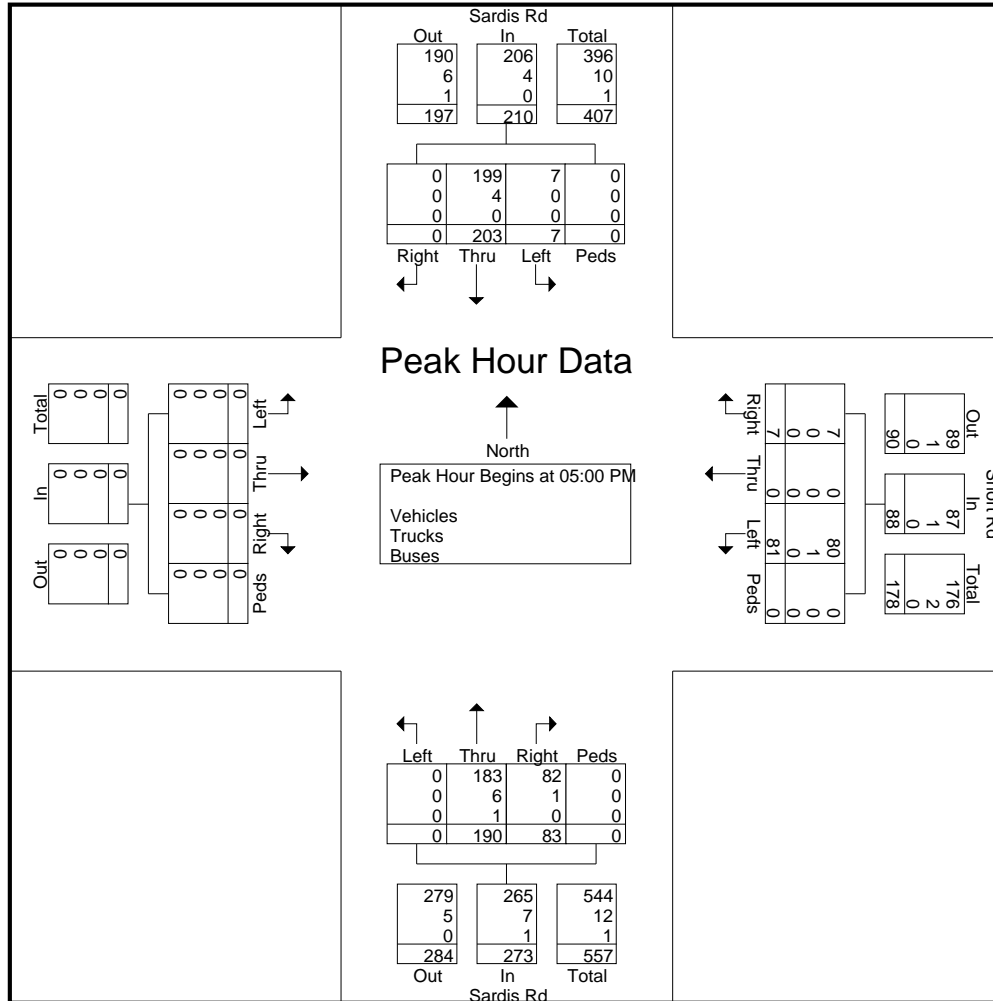
Start Time	Sardis Rd Northbound					Sardis Rd Southbound					Eastbound					Short Rd Westbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	0	36	11	0	47	3	67	0	0	70	0	0	0	0	0	18	0	0	0	18	135
07:30 AM	0	49	9	0	58	2	59	0	0	61	0	0	0	0	0	25	0	4	0	29	148
07:45 AM	0	29	8	0	37	1	62	0	0	63	0	0	0	0	0	24	0	0	0	24	124
08:00 AM	0	27	23	0	50	1	67	0	0	68	0	0	0	0	0	21	0	1	0	22	140
Total Volume	0	141	51	0	192	7	255	0	0	262	0	0	0	0	0	88	0	5	0	93	547
% App. Total	0	73.4	26.6	0		2.7	97.3	0	0		0	0	0	0		94.6	0	5.4	0		
PHF	.000	.719	.554	.000	.828	.583	.951	.000	.000	.936	.000	.000	.000	.000	.000	.880	.000	.313	.000	.802	.924
Vehicles	0	134	50	0	184	7	244	0	0	251	0	0	0	0	0	84	0	4	0	88	523
% Vehicles																					
Trucks	0	3	0	0	3	0	4	0	0	4	0	0	0	0	0	0	0	0	0	0	7
% Trucks	0	2.1	0	0	1.6	0	1.6	0	0	1.5	0	0	0	0	0	0	0	0	0	0	1.3
Buses	0	4	1	0	5	0	7	0	0	7	0	0	0	0	0	4	0	1	0	5	17
% Buses	0	2.8	2.0	0	2.6	0	2.7	0	0	2.7	0	0	0	0	0	4.5	0	20.0	0	5.4	3.1



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Start Time	Sardis Rd Northbound					Sardis Rd Southbound					Eastbound					Short Rd Westbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 05:00 PM																					
05:00 PM	0	51	23	0	74	1	32	0	0	33	0	0	0	0	0	18	0	2	0	20	127
05:15 PM	0	41	25	0	66	2	39	0	0	41	0	0	0	0	0	25	0	1	0	26	133
05:30 PM	0	63	8	0	71	3	72	0	0	75	0	0	0	0	0	22	0	1	0	23	169
05:45 PM	0	35	27	0	62	1	60	0	0	61	0	0	0	0	0	16	0	3	0	19	142
Total Volume	0	190	83	0	273	7	203	0	0	210	0	0	0	0	0	81	0	7	0	88	571
% App. Total	0	69.6	30.4	0		3.3	96.7	0	0		0	0	0	0	0	92	0	8	0		
PHF	.000	.754	.769	.000	.922	.583	.705	.000	.000	.700	.000	.000	.000	.000	.000	.810	.000	.583	.000	.846	.845
Vehicles	0	183	82	0	265	7	199	0	0	206	0	0	0	0	0	80	0	7	0	87	558
% Vehicles																					
Trucks	0	6	1	0	7	0	4	0	0	4	0	0	0	0	0	1	0	0	0	1	12
% Trucks	0	3.2	1.2	0	2.6	0	2.0	0	0	1.9	0	0	0	0	0	1.2	0	0	0	1.1	2.1
Buses	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
% Buses	0	0.5	0	0	0.4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.2



Programmed Project Fact Sheets





Search...

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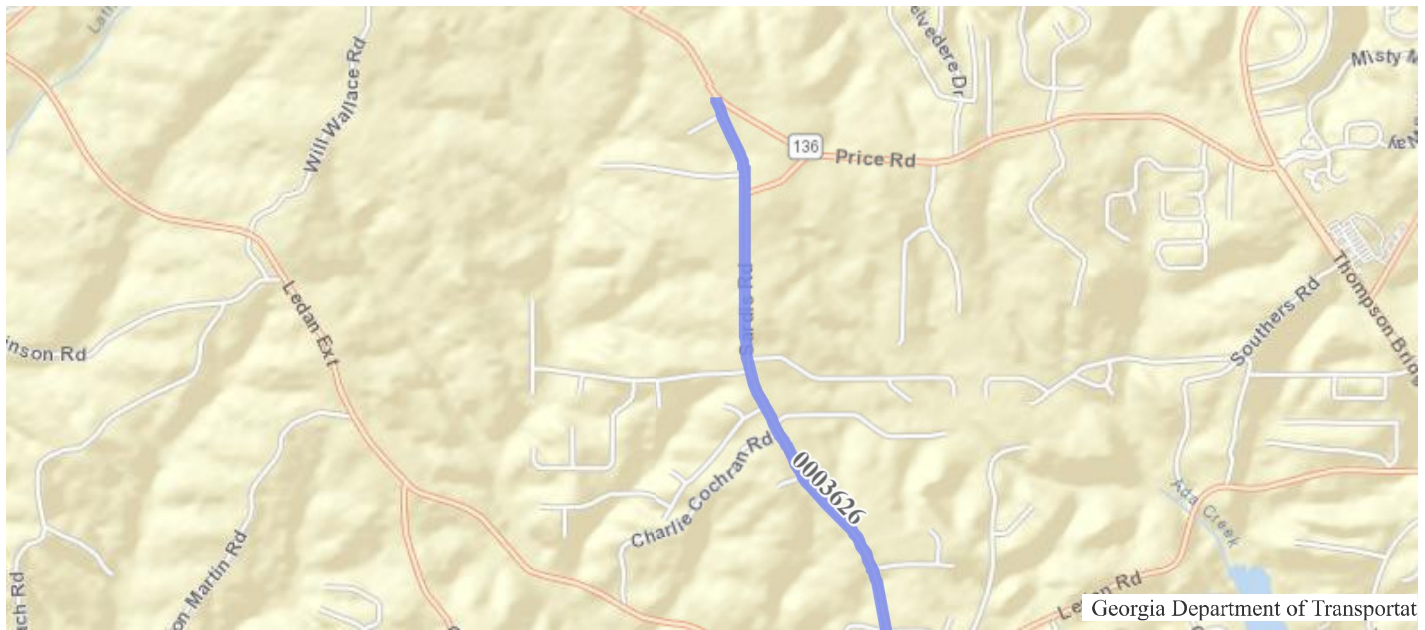
SARDIS RD CONN FM SR 60 TO SARDIS RD NEAR CHESTATEE RD

Project ID:	0003626	Notice to Proceed Date:	
Project Manager:	Kesha Wynn	Construction Percent Complete:	%
Office:	Program Delivery	Current Completion Date:	
County:	Hall	Work Completion Date:	
Congressional District:	009	Construction Contract Amount:	
State Senate District.:	049	Construction Contractor:	
State House District:	027	Preconstruction Status Report	
Project Type:	Reconstruction/Rehabilitation	Construction Status Report	
Project Status:	Construction Work Program		
Right of Way Authorization:	1/14/2020	Contact Us	

Project Description:

The SARDIS ROAD CONNECTOR is the widening and reconstruction of several existing local roads and streets with some new roadway on new alignment. This project STP-0003-00(626) begins at the Sardis Road /Chestatee Road intersection and extends north to SR 60 in the vicinity of the intersection with Mt. Vernon Road. The alignment follows several existing local roads with some of the roadway on new location. The total project length is approximately 3.55 miles and will provide a connector roadway between S.R. 53 to the south and S.R. 60 to the north. The proposed roadway will consist of a four lane curb and gutter divided roadway, 2 lanes in each direction separated with a 20 foot wide, 6 inch high curb and gutter median. Sidewalk will be provided on both sides of the road.

Activity	Program Year	Cost Estimate	Date of Last Estimate
PE (Preliminary Engineering)		\$1,300,000.00	12/9/2022
PE (Preliminary Engineering)	2011	\$94,885.18	12/9/2022
ROW (Right of Way)	2021	\$20,763,000.00	12/6/2018
PE (Preliminary Engineering)	2023	\$18,000.00	12/9/2022
UTL (Utilities)	2025	\$2,066,777.00	5/8/2023
CST (Construction)	2025	\$35,637,685.01	7/7/2022



Project Documents
Approved Concept Reports
0003626_L&D_AD_OCT2019.pdf
0003626_L&D_OCT2019.pdf
0003626_CR_SEP2011.pdf
Project Outreach Archive
Handout.pdf
Layout.pdf



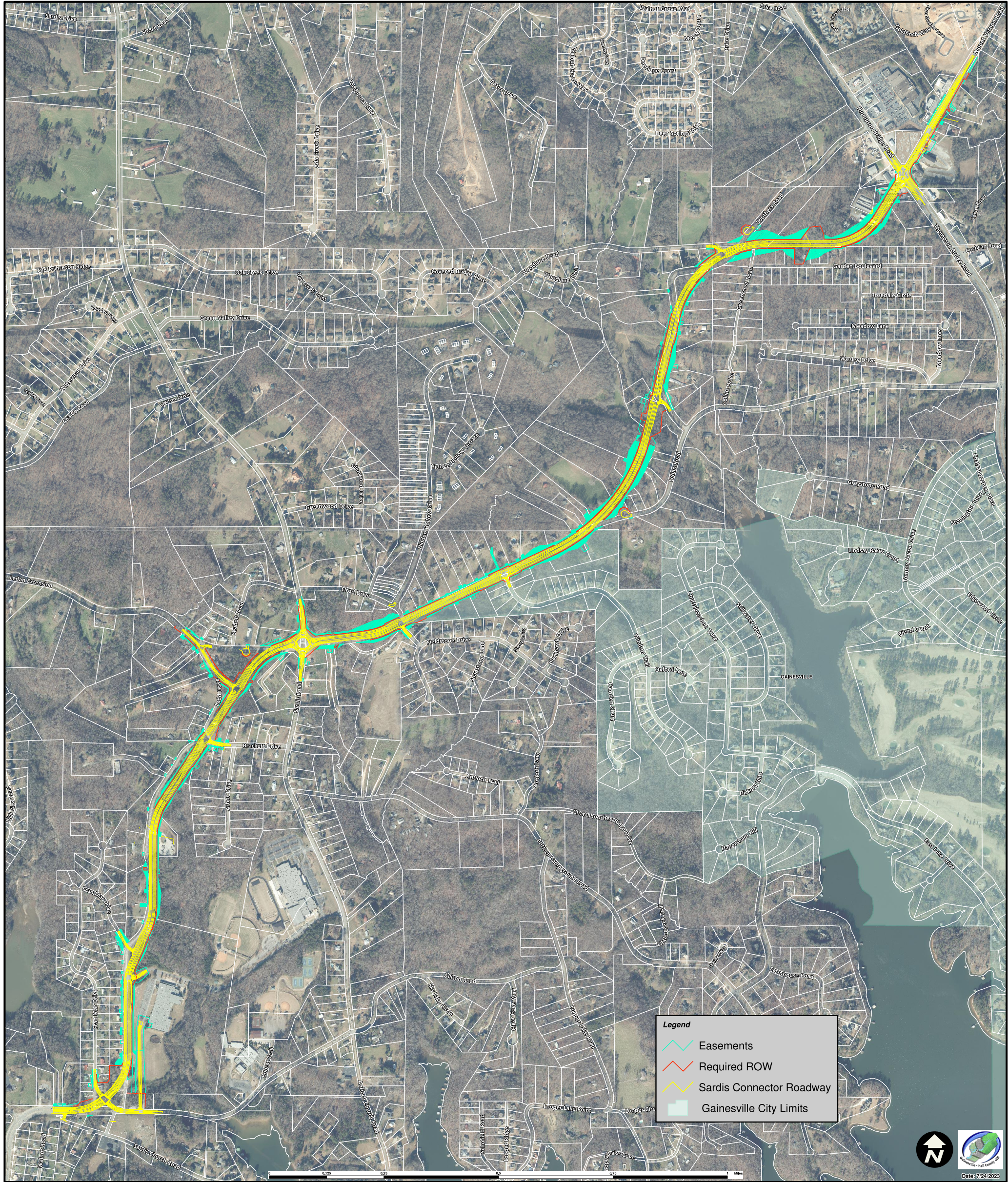
Georgia Department of Transportation
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

Contact Us

Employment

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Sardis Road Connector Project



updated 2024-1-8

<u>LOT#</u>	<u>LOT AREA</u>	<u>CATEGORY</u>	calcuation cells, do not change				
1	5353	5K	0	1	0	0	0
2	5385	5K	0	1	0	0	0
3	5728	5K	0	1	0	0	0
4	5544	5K	0	1	0	0	0
5	5500	5K	0	1	0	0	0
6	5500	5K	0	1	0	0	0
7	5500	5K	0	1	0	0	0
8	5500	5K	0	1	0	0	0
9	5500	5K	0	1	0	0	0
10	5500	5K	0	1	0	0	0
11	5500	5K	0	1	0	0	0
12	5500	5K	0	1	0	0	0
13	5500	5K	0	1	0	0	0
14	5500	5K	0	1	0	0	0
15	5500	5K	0	1	0	0	0
16	5500	5K	0	1	0	0	0
17	6017	6K	0	0	1	0	0
18	6910	6K	0	0	1	0	0
19	6546	6K	0	0	1	0	0
20	6243	6K	0	0	1	0	0
21	6022	6K	0	0	1	0	0
22	5775	5K	0	1	0	0	0
23	5635	5K	0	1	0	0	0
24	5500	5K	0	1	0	0	0
25	5500	5K	0	1	0	0	0
26	5500	5K	0	1	0	0	0
27	5582	5K	0	1	0	0	0
28	5500	5K	0	1	0	0	0
29	5500	5K	0	1	0	0	0
30	5500	5K	0	1	0	0	0
31	5500	5K	0	1	0	0	0
32	5500	5K	0	1	0	0	0
33	5500	5K	0	1	0	0	0
34	5509	5K	0	1	0	0	0
35	5351	5K	0	1	0	0	0
36	5237	5K	0	1	0	0	0
37	9764	8K+	0	0	0	0	1
38	6605	6K	0	0	1	0	0
39	6430	6K	0	0	1	0	0
40	11843	8K+	0	0	0	0	1
41	8254	8K+	0	0	0	0	1
42	8221	8K+	0	0	0	0	1
43	8000	8K+	0	0	0	0	1

44	8000	8K+	0	0	0	0	1
45	8000	8K+	0	0	0	0	1
46	8000	8K+	0	0	0	0	1
47	8002	8K+	0	0	0	0	1
48	8005	8K+	0	0	0	0	1
49	7470	7K	0	0	0	1	0
50	8001	8K+	0	0	0	0	1
51	8060	8K+	0	0	0	0	1
52	8000	8K+	0	0	0	0	1
53	8000	8K+	0	0	0	0	1
54	8000	8K+	0	0	0	0	1
55	8000	8K+	0	0	0	0	1
56	8000	8K+	0	0	0	0	1
57	8000	8K+	0	0	0	0	1
58	8000	8K+	0	0	0	0	1
59	8000	8K+	0	0	0	0	1
60	8000	8K+	0	0	0	0	1
61	7894	7K	0	0	0	1	0
62	10344	8K+	0	0	0	0	1
63	5436	5K	0	1	0	0	0
64	5422	5K	0	1	0	0	0
65	5423	5K	0	1	0	0	0
66	9319	8K+	0	0	0	0	1
67	6854	6K	0	0	1	0	0
68	5668	5K	0	1	0	0	0
69	8022	8K+	0	0	0	0	1
70	8357	8K+	0	0	0	0	1
71	7573	7K	0	0	0	1	0
72	7059	7K	0	0	0	1	0
73	7502	7K	0	0	0	1	0
74	8350	8K+	0	0	0	0	1
75	9331	8K+	0	0	0	0	1
76	7892	7K	0	0	0	1	0
77	7557	7K	0	0	0	1	0
78	8154	8K+	0	0	0	0	1
79	8322	8K+	0	0	0	0	1
80	7945	7K	0	0	0	1	0
81	7818	7K	0	0	0	1	0
82	7125	7K	0	0	0	1	0
83	6959	6K	0	0	1	0	0
84	8789	8K+	0	0	0	0	1
85	10976	8K+	0	0	0	0	1
86	11568	8K+	0	0	0	0	1
87	9735	8K+	0	0	0	0	1
88	9348	8K+	0	0	0	0	1
89	8098	8K+	0	0	0	0	1
90	8001	8K+	0	0	0	0	1

91	8003	8K+
92	8003	8K+
93	8003	8K+
94	8003	8K+
95	8024	8K+
96	9626	8K+
97	8003	8K+
98	8003	8K+
99	8003	8K+
100	8003	8K+
101	7936	7K
102	6600	6K
103	6501	6K
104	6863	6K
105	6163	6K
106	7368	7K
107	6922	6K
108	8534	8K+
109	5326	5K
110	5967	5K
111	6325	6K
112	5500	5K
113	5500	5K
114	5500	5K
115	5500	5K
116	5500	5K
117	5582	5K
118	5223	5K
119	5358	5K
120	7693	7K
121	5001	5K
122	5562	5K
123	5522	5K
124	5740	5K
125	9892	8K+

0	0	0	0	1
0	0	0	0	1
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0	0	0	0	1
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0	1	0	0	0
0	1	0	0	0
0	1	0	0	0
0	1	0	0	0
0	1	0	0	0
0	1	0	0	0
0	1	0	0	0
0	1	0	0	0
0	0	0	0	1

AVG: 7017
MAX: 11843
MIN: 5001

NUMBER OF EACH LOT SIZE				
4K	5K	6K	7K	8K+
0	49	15	13	48

Hall County P&Z

Received

December 5, 2023

Sardis Park Comparable Elevation Images







016344

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 2 day of Sept
20 11 at 9:27 AM. Recorded in Deed
Book 6882 Page(s) 282-284
Charles Baker, Clerk By ER

QUIT CLAIM DEED

STATE OF GEORGIA
COUNTY OF HALL

THIS INDENTURE, made this 26th day of August, 2011, between

Sue C. Ford aka Sue C. Morris (hereinafter referred to as "Grantor") and
Sue C. Morris and Dale R. Morris (hereinafter referred to as "Grantee").

Wherever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESSETH: GRANTOR, for and in consideration of TEN DOLLARS (\$10.00) AND VALUABLE CONSIDERATION received at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained, sold, and by these presents does remise, convey and forever QUIT-CLAIM unto Grantee the following described property:

See Exhibit A & B

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid \$ 0
Date 9/2/11
Charles Baker
Superior Court Clerk
By ER
PT61 069-2011-005226

TO HAVE AND TO HOLD the said tract or parcel of land to Grantee, so that neither the Grantor nor its heirs, nor any other person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to the aforesaid tract or parcel of land or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has hereunto set its hands and seals the day and year above written.

Signed, sealed and delivered this 26 day of Aug., 2011 in the presence of:

James L. Nutting
Charles A. Beal
Notary Public & Seal
My Commission Expires
JULY 22, 2012

Sue C. Ford aka
Sue C. Morris

SUE C MORRIS
P.O. BOX 1939
CLEVELAND, GA 30528

EXHIBIT "A"

Land Lot No. 75 of the 10th Land District of Hall County, Georgia, and being shown by a Plat prepared by G. Dwight Pless, Registered Surveyor, dated May 26, 1964, recorded in Plat Book 42 page 101 of the Hall County Records and being more particularly described as follows:

BEGINNING at a point on the West side of Sardis Road located 518 feet South, measured along the West side of Sardis Road, from an iron pin set at a corner common to property owned by Mrs. Frank Peck to the North and property of Henry D. Cochran and Lucy W. Cochran to the South, said beginning point being a dividing line between the property herein conveyed and property of Perino Cochran; thence South 82 degrees 55 minutes West 1311 feet along the North property line of Perino Cochran, to an iron pin; thence South 32 degrees 30 minutes East 47.5 feet along the West property line of Perino Cochran to an iron pin corner, common to the property herein conveyed, property of Perino Cochran, property of Harold Martin and property of Donie Cape; thence North 88 degrees West 560 feet along the property line of Donie Cape to a rock corner; thence North 07 degrees 40 minutes East 975 feet to an iron pin located on the property line of Mrs. Frank Peck; thence South 81 degrees 50 minutes East 1338 feet along the property line of Mrs. Frank Peck to a point, said point being the property line of Henry D. and Lucy W. Cochran, established to a Deed executed to them by George W. Cochran, this date; thence in a Southerly direction in a line parallel with the right-of-way of Sardis Road along the property line of Henry D. and Lucy W. Cochran 333 feet to a point, being the Southwest corner of the Henry D. and Lucy W. Cochran property; thence in an Easterly direction along the South line of the property of Henry D. and Lucy W. Cochran 382 feet to a point on the West side of Sardis Road; thence in a Southerly direction along the West side of the right-of-way of Sardis Road 185 feet to the point of beginning. Also, that tract or parcel of land beginning at the Southwest corner of the aforesaid tract, at the corner of said property and the property of Donie Cape, thence running North 88 degrees West along the Cape property 361 feet, more or less, to a branch; thence North 30 feet to a point; thence parallel to the Cape line 365 feet, more or less to the West line of the above described tract; thence South 07 degrees 40 minutes West to the point of beginning, at the corner of the above described tract and the Cape property, forming a strip of land 30 feet wide and 361 feet long, more or less, and being the same property described and conveyed in a Warranty Deed from Charles Sears, Charlie Cochran, Mrs. Delmer Lee, Perino Cochran, Henry D. Cochran and George W. Cochran to Vernon Ford and Sue Ford dated April 28, 1969, recorded on the Hall County Deed Records.

QUIT-CLAIM DEED

244

Exhibit B

000284

From: VERNON R. FORD Grantor
Date: July 17, 1996

To: SUE C. FORD Grantee
Consideration: Property Division/Divorce

GEORGIA, HALL COUNTY.

This QUIT-CLAIM DEED made on the above date between the above grantor and the above grantee.
WITNESSETH: That the grantor for and in consideration of the above sum in hand paid at and before the sealing and delivering of these presents, the receipt of which is hereby acknowledged, and other good and valuable considerations, has bargained, sold and by these presents does remise, convey and forever quit-claim to the grantee the tract of land hereinafter described.

TO HAVE AND TO HOLD the tract of land to the grantee so that neither the grantor, his heirs nor any other person claiming under him shall at any time, by any means or ways, have, claim or demand any right or title to the tract of land or appurtenances, or any rights thereof.

Where same is more appropriate herein, the singular denotes the plural in number and the masculine denotes the feminine and neuter in gender.

WHEREOF, the grantor has hereto set his hand and seal, the day and year above written.

Delivered in the presence of
[Signature]
Notary Public
[Signature]

[Signature] (Seal)
VERNON R. FORD (Seal)

THE TRACT OF LAND HEREBY CONVEYED IS DESCRIBED AS FOLLOWS:

BEGINNING at an iron pin which is located North 82° 50' West 1,703.86 feet from the Westerly right-of-way of Sardis Road; thence from said beginning point South 07° 08' West 964.18 feet to an iron pin and rock corner; thence North 87° 55' West 689.78 feet to an iron pin and rock corner; thence North 12° 32' East 973.11 feet to a corner; thence South 88° 15' East 598.16 feet to the beginning iron pin corner.

Being in Land Lot 75 of the 10th Land District of Hall County, Georgia, and being shown on a plat prepared by Patton-Patton & Associates, Registered Land Surveyors, dated September 20, 1976.

HALL COUNTY, Georgia
Real Estate Transfer Tax

Paid \$ 0
Date July 17, 1996
Dwight S. Wood
Clerk of Superior Court
By *[Signature]*

Clerk's Office, Hall Superior Court
Filed for record at 2:25 o'clock P. M., July 17, 1996
Recorded in Deed Book 2657, Page 244, July 18, 1996
[Signature] Clerk

Copyright 1979 by Dwight S. Wood, Attorney at Law, 301 West National Bank Building, Columbus, Georgia. Copies may be obtained from copyright holder and may not be reproduced without his permission.

Pd. mail: Sue C. Ford
P.O. Box 3275
City: 30503

Corrective 000587

QUIT CLAIM DEED

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 20 day of October
20 11 at 2:36 PM. Recorded in Deed
Book 6903 Page(s) 587
Charles Baker, Clerk By ER

STATE OF GEORGIA
COUNTY OF HALL

THIS INDENTURE, made this 11 day of October 20 11 between
Sue C. Ford aka Sue C. Morris & Dale R. Morris (Hereinafter **019723**)
Referred to as "GRANTOR") and

Sue C. Morris & Dale R. Morris (Hereinafter
Referred to as "GRANTEE").

Wherever there is a reference herein to the Grantor of the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assign the parties hereto.

WITNESSTH:

GRANTOR, for and in consideration of one dollar (\$1.00) received at and before the sealing and delivery of these presents the receipt of which is hereby acknowledged, has bargained, sold and by these presents does remise, convey and forever QUIT-CLAIM unto Grantee the following described property:

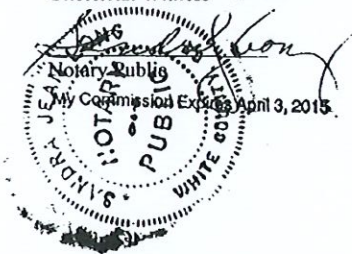
See Exhibit A & P
The purpose of this deed is to correct the interest so that Sue C. Morris & Dale R. Morris have equal interest. Note: Recorded Book 6882 Page(s) 282-284
TO HAVE AND TO HOLD the said tract of parcel of land to Grantee, so that neither the Grantor nor its heirs, nor any other persons claiming under Grantor shall at any time, by any means or way, have, claim or demand any right or title to the aforesaid tract of parcel of land or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has hereunto set its hands and seals the day and year first above written.

Signed, sealed and delivered
This 13 day of Oct. 20 11
in the presence of:

Sue C. Morris
Dale R. Morris (GRANTOR)

Laura Ann Dyer
Unofficial Witness



Send To: ✓
Sue C. Morris
P.O. Box 1939
Cleveland, GA 30528

DLBP LLC
2727 Paces Ferry Road SE
Suite 1625
Atlanta, GA 30330



DLBP LLC
2727 Paces Ferry Road SE
Suite 1625
Atlanta, GA 30339
United States

+1 (678) 378-2737
artagusnewell@dlbp.us
www.dlbp.us

«Name»
«Street_Address»
«City», «State» «Zip_Code»

October 27, 2023

Dear Neighbor,

PROPOSED PLANNED SINGLE-FAMILY COMMUNITY AT 4363 SARDIS ROAD, GAINESVILLE, GEORGIA 30506

I am kindly writing to you to on behalf of our Client, Grace of Georgia Developments LLC, to share information about a new proposed community, located at 4363 Sardis Road, Gainesville, GA 30506 (or “the Site”) (see location on back).

The Site will be a woodland and waterside single-family community for families wanting to escape the hustle and bustle of city living, while taking advantage of everything Hall County has to offer. The nature-oriented community will include approximately 132 detached homes with beautiful private yards and two-car garages. Roughly 22% of the site is dedicated to preserve open space with a scenic pond, parks, and walking trails nestled throughout. These amenities will establish a sense of place that will make residents feel at home.

Hall County’s population is expected to grow by over 40% by 2050. This proposed community will respond to the increased need for housing in continually growing Hall County, while still reflecting the rural and secluded nature of the surrounding neighborhoods in a calm and serene environment.

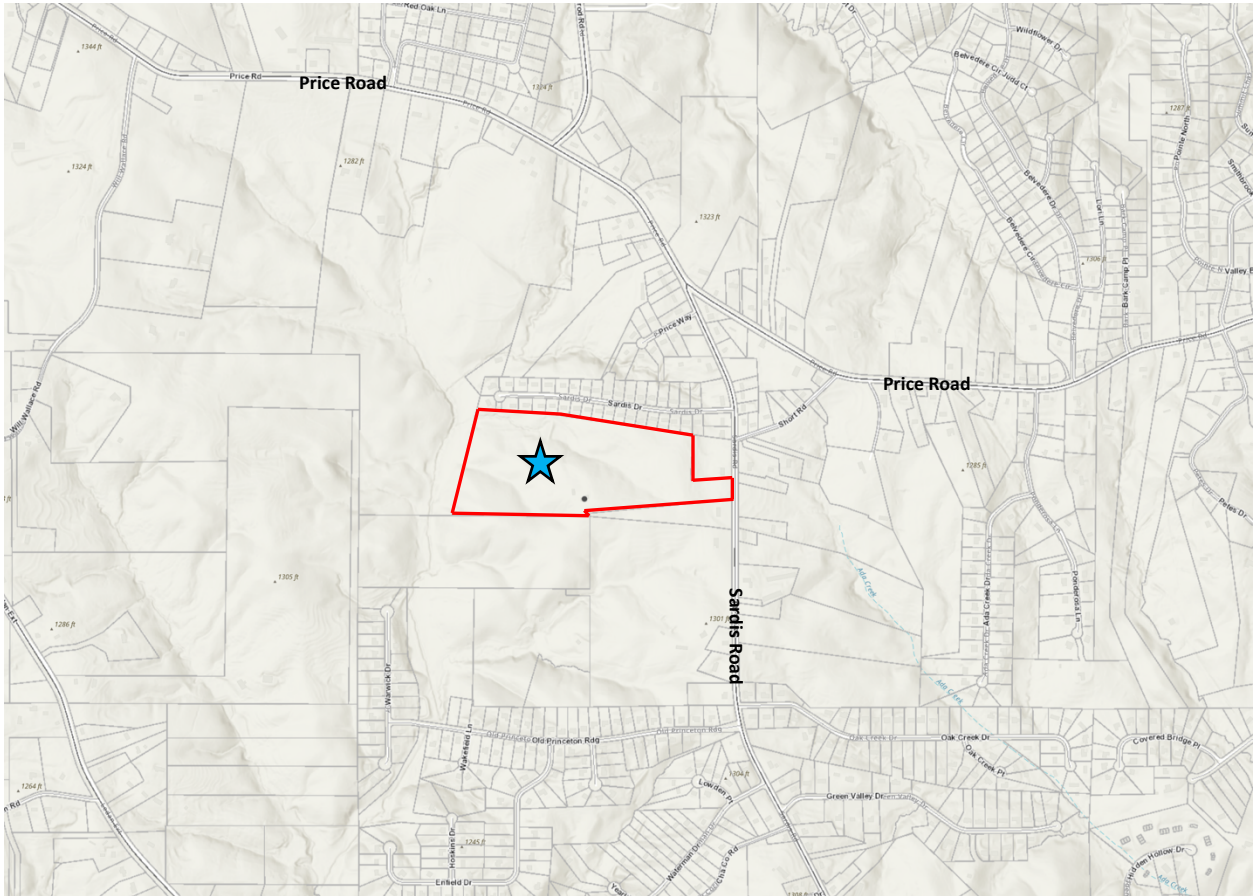
If you have any questions, please visit our dedicated website, which gives additional project details and provides an opportunity for you to share your feedback: <https://www.dlbp.us/sardis-road> .

In addition, we are hosting a drop-in open house on [November 6, 2023](#), at the [Murrayville Branch](#) of the [Hall County Library System](#), from [5-7 PM](#). The library is located at [4796 Thompson Bridge Road, Gainesville, GA 30506](#). We welcome you to come see the proposal, ask questions, offer comments, and take copies of our brochure.

Please feel free to contact me to discuss the proposal via artagusnewell@dlbp.us or 678-378-2737.

Yours sincerely,

Artagus Newell
On behalf of DLBP LLC



Subject property is starred with boundary shown in red



Illustrative images for proposed community

DLBP LLC is a Delaware limited liability company. Registered for business in the State of Georgia.



DLBP LLC
2727 Paces Ferry Road SE
Suite 1625
Atlanta
GA 30339
United States

+1 (678) 378-2737
artagusnewell@dlbp.us

Good morning, Commissioner Powell,

DLBP was most pleased to have held a Community Engagement Meeting last evening at the Murrayville Library to introduce Sardis Park to adjacent neighbors.

We mailed letters to property owners within 1,000' of the Sardis Park proposal. We had approximately 7-8 Residents in attendance, and the DLBP Team was on hand to greet everyone and chat through questions and concerns. We also had a sign-in sheet and notecards available, so that residents could leave any comments with us. The primary thoughts were:

- Adequate buffers between their properties and the proposed development
- Moving the walking trail to discourage non-residents from accessing the property and the neighbors' property.
- Square footages and price points of the homes, and the overall look of the new neighborhood.
- One neighbor in particular was excited about the possibility of being able to tie into sewer.

DLBP also has a website for Sardis Park <https://www.dlbp.us/sardis-road> where residents can view the proposal and leave comments.

Please, do let us know of any questions and we look forward to continuing to work with the Hall County Community, Staff, Planning Commission and Board of Commissioners.

Thank you,

Artagus

Artagus Newell
MPA
Director of Planning

On behalf of
DLBP LLC

2727 Paces Ferry Road SE
Suite 1625
Atlanta
GA 30339
United States

Direct: +1 (678) 378-2737
artagusnewell@dlbp.us
www.dlbp.us

DLBP LLC is a Delaware limited liability company.
Registered for business in the State of Georgia.

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Monday, December 11, 2023 9:49 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 1.16.23

Please find Environmental Health comments below:

Item 1, 1047 Jordan Drive, Williams: No comment, public sewer.

Item 2, 9 Mike Drive, Romero: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 3, 3580/3526 Poplar Springs Rd, 3601 Pierce, Clayton Properties: No comment, public sewer.

Item 4, 4363 Sardis Road, Grace of Georgia: No comment, public sewer.

Item 5, 4670 Union Church, Ridgeline: No comment, public sewer.

Item 6, 2554 White Sulphur, CMWB Company: No comment, public sewer.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (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)

Subject: FW: Tentative Planning Agenda for January 16, 2024

From: Chavers, Veronica E <VChavers@dot.ga.gov>

Sent: Thursday, December 14, 2023 2:45 PM

To: Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>; Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>

Subject: RE: Tentative Planning Agenda for January 16, 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 in red below

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>

Sent: Thursday, December 7, 2023 3:11 PM

Subject: Tentative Planning Agenda for January 16, 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.

Good afternoon –

Here is the Tentative Agenda and Maps for the **Tuesday, January 16, 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 **Thursday, December 14th**. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – January 2, 2023

NEW BUSINESS

1. [1047 Jordan Drive | Variance | 17.240.010 to reduce the front yard setback requirement from 55 feet to 31 feet from centerline of road | on a 0.25± acre tract located on the south side of Jordan Drive, approximately 232 feet from its intersection with Cooley Drive | Zoned R-II, Tax Parcel 00140A000023 & 22 | Proposed Use: bring an existing deck into compliance | * Commission District 4 | Ricky Williams, applicant. No GDOT coordination required](#)
2. [9 Mike Drive | Variance | 17.240.010 to reduce the rear yard setback requirement from 20 feet to 10 feet from property line | on a 0.56± acre tract located at the corner of Mike Drive and Ophelia Drive | Zoned R-I, Tax Parcel 08014 003011 | Proposed Use: being an existing accessory building into compliance | * Commission District 4 | Efrain Romero, applicant. No GDOT coordination required](#)

3. [3580 and 3526 Poplar Springs Road and 3601 Pierce Drive | Amend Conditions of a PRD](#) | on a combined 97.48± acre tract located on the south side of the Poplar Springs Road at its intersection with Poplar Springs Church Road | Zoned PRD; Tax Parcel 15036A000001, 000003 & 000011 | [Proposed Use: 192-lot single-family development](#) | ** Commission District 1 | [Clint Dixon for Clayton Properties Group, Inc, applicant.](#) **GDOT coordination required for driveway access on Poplar Springs Rd**
4. [4363 Sardis Road | Rezone](#) | from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on a on a 41.71± acre parcel located on the west side of Sardis Road, approximately 361 feet from its intersection with Short Road | Zoned AR-III; Tax Parcel 10075 000004 | [Proposed use: 125-lot single-family development](#) | ** Commission District 2 | [Grace of Georgia Developments, LLC, applicant.](#) **No GDOT coordination required**
5. [4670 Union Church Road | Amend Conditions of a PRD](#) | on a 50.75± acre tract located on the east side of Union Church Road, approximately 166 feet from its intersection with Steeple Chase Lane | Zoned PRD; Tax Parcel 15043 000001 | [Proposed Use: 100-lot single-family development](#) | ** Commission District 1 | [Ridgeline Land Planning, Inc. applicant.](#) **No GDOT coordination required**
6. [2554 White Sulphur Road | Rezone](#) | from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) | on a 11.94± acre tract on the east side of White Sulphur Road, approximately 230 feet from its intersection with Ramsey Circle | Zoned AR-III; Tax Parcel 15020C000005 | [Proposed Use: 53-unit townhome development](#) | ** Commission District 3 | [CMWB Company, LLC, applicant.](#) **No GDOT coordination required**

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, February 22, 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 22, 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/trafficking-in-georgia>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.



Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

From: Bill Nash, Director of Public Works and Utilities

Date: December 15, 2023

t: 770.531.6800 | f: 770.531.3945

Subject: January 16, 2024 - Hall County Planning Commission Agenda

DIRECTOR
Srikanth Yamala

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the January 16, 2024 meeting. Upon review, we provide the following comments.

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

NEW BUSINESS

1. [1047 Jordan Drive | Variance | 17.240.010 to reduce the front yard setback requirement from 55 feet to 31 feet from centerline of road | on a 0.25± acre tract located on the south side of Jordan Drive, approximately 232 feet from its intersection with Cooley Drive | Zoned R-II, Tax Parcel 00140A000023 & 22 | Proposed Use: bring an existing deck into compliance | * Commission District 4 | Ricky Williams, applicant.](#)
 - a. **Engineering:** No Comment
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

2. [9 Mike Drive | Variance | 17.240.010 to reduce the rear yard setback requirement from 20 feet to 10 feet from property line | on a 0.56± acre tract located at the corner of Mike Drive and Ophelia Drive | Zoned R-I, Tax Parcel 08014 003011 | Proposed Use: being an existing accessory building into compliance | * Commission District 4 | Efrain Romero, applicant.](#)
 - a. **Engineering:** No Comment
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

3. [3580 and 3526 Poplar Springs Road and 3601 Pierce Drive | Amend Conditions of a PRD | on a combined 97.48± acre tract located on the south side of the Poplar Springs Road at its intersection with Poplar Springs Church Road | Zoned PRD; Tax Parcel 15036A000001, 000003 & 000011 | Proposed Use: 192-lot single-family development | ** Commission District 1 | Clint Dixon for Clayton Properties Group, Inc, applicant.](#)
 - a. **Engineering:** Show FEMA and Hall County studied Flood plains that are present on site
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:** GDOT permit for access off Poplar Spring Rd.
 - c. **Utilities:** City of Oakwood
4. [4363 Sardis Road | Rezone | from Agricultural Residential III \(AR-III\) to Planned Residential Development \(PRD\) on a on a 41.71± acre parcel located on the west side of Sardis Road, approximately 361 feet from its intersection with Short Road | Zoned AR-III; Tax Parcel 10075 000004 | Proposed use: 125-lot single-family development | ** Commission District 2 | Grace of Georgia Developments, LLC, applicant.](#)
- a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
Show stream buffer and impervious setback from wretched vegetation not centerline of stream
 - b. **Traffic:** Per Hall County code 16.60.290, a left turn lane (in addition to a decel lane) is required.
Roadways depicted in the site do not meet Hall County subdivision regulations (Hall County Code Title 16). Any variances to these regulations will need to specific, justified and considered/approved during the rezoning process.
Dual cul-de-sacs depicted on one roadway is not permitted.
No parking spaces along roadways permitted. Mail kiosk site will need to be modified per our typical.
 - c. **Utilities:** Hall County/ Gainesville sewer district- no connection within feasible distance.
5. [4670 Union Church Road | Amend Conditions of a PRD | on a 50.75± acre tract located on the east side of Union Church Road, approximately 166 feet from its intersection with Steeple Chase Lane | Zoned PRD; Tax Parcel 15043 000001 | Proposed Use: 100-lot single-family development | ** Commission District 1 | Ridgeline Land Planning, Inc. 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:** No Comment
6. [2554 White Sulphur Road | Rezone | from Agricultural Residential III \(AR-III\) to Planned Residential Development \(PRD\) | on a 11.94± acre tract on the east side of White Sulphur Road, approximately 230 feet from its intersection with Ramsey Circle | Zoned AR-III; Tax Parcel 15020C000005 | Proposed Use: 53-unit townhome development | ** Commission District 3 | CMWB Company, LLC, applicant.](#)
- a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
Show stream buffer and impervious setback from wretched vegetation not centerline of stream.

- b. **Traffic:** Access along White Sulphur Road must be reviewed/approved/permited through the City of Gainesville. Internal roadways depicted in the site plan do not meet Hall County regulations (hall County Code Title 16). Any variance will need to be specific, justified and considered/approved during the rezoning process. This would include, but not be limited to, curve radius, no dead end roads, etc.
On street parking spaces are not permitted by Hall County code.
Mail kiosk design does not meet county requirements.
- c. **Utilities:** City of Gainesville sewer district

Anael Dominguez (CDI: Planning)

From: John Tucker (Fire Services)
Sent: Tuesday, December 12, 2023 4:18 PM
To: John Hornick (Fire Services); Michael Vieira (Fire Services); Jeff Suggs (Fire Services); Cacey B. Henderson (Fire Services)
Cc: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Subject: RE: Tentative Planning Agenda for January 16, 2024

1. [4670 Union Church Road | Amend Conditions of a PRD | on a 50.75± acre tract located on the east side of Union Church Road, approximately 166 feet from its intersection with Steeple Chase Lane | Zoned PRD; Tax Parcel 15043 000001 | Proposed Use: 100-lot single-family development | ** Commission District 1 | Ridgeline Land Planning, Inc. applicant.](#)

Fire department comments. There are too many sites for a single access road. 120-3-3 appendix D. There are no proposed hydrants in the subdivision.

1. [2554 White Sulphur Road | Rezone | from Agricultural Residential III \(AR-III\) to Planned Residential Development \(PRD\) | on a 11.94± acre tract on the east side of White Sulphur Road, approximately 230 feet from its intersection with Ramsey Circle | Zoned AR-III; Tax Parcel 15020C000005 | Proposed Use: 53-unit townhome development | ** Commission District 3 | CMWB Company, LLC, applicant.](#)

Fire department comments. There are no proposed hydrants. There are no road widths listed on the plans to see if they meet IFC 2018 requirements. There is no scale to measure distances. Plans are not stamped by architect.

1. [4363 Sardis Road | Rezone | from Agricultural Residential III \(AR-III\) to Planned Residential Development \(PRD\) on a on a 41.71± acre parcel located on the west side of Sardis Road, approximately 361 feet from its intersection with Short Road | Zoned AR-III; Tax Parcel 10075 000004 | Proposed use: 125-lot single-family development | ** Commission District 2 | Grace of Georgia Developments, LLC, applicant.](#)

Fire department comments, There are no proposed hydrants in the subdivision.

[3580 and 3526 Poplar Springs Road and 3601 Pierce Drive | Amend Conditions of a PRD | on a combined 97.48± acre tract located on the south side of the Poplar Springs Road at its intersection with Poplar Springs Church Road | Zoned PRD; Tax Parcel 15036A000001, 000003 & 000011 | Proposed Use: 192-lot single-family development | ** Commission District 1 | Clint Dixon for Clayton Properties Group, Inc. applicant.](#)

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Fire department has no comments on this proposal.

1. [1047 Jordan Drive | Variance | 17.240.010 to reduce the front yard setback requirement from 55 feet to 31 feet from centerline of road | on a 0.25± acre tract located on the south side of Jordan Drive, approximately 232 feet from its intersection with Cooley Drive | Zoned R-II, Tax Parcel 00140A000023 & 22 | Proposed Use: bring an existing deck into compliance | * Commission District 4 | Ricky Williams, applicant.](#)

Fire department has no comments on this proposal.

Anael Dominguez (CDI: Planning)

From: Katie L. Greenway (CDI: Planning)
Sent: Friday, January 19, 2024 8:28 AM
To: Anael Dominguez (CDI: Planning)
Subject: FW: 4363 Sardis Rd / Rezone (AR-III to PRD)

Ana,

Please add to public comment.

Thank you,

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

-----Original Message-----

From: Stephen Freniere <91b4sf@gmail.com>
Sent: Thursday, January 18, 2024 7:37 PM
To: Planning <planning@hallcounty.org>
Subject: 4363 Sardis Rd / Rezone (AR-III to PRD)

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.

attention: Board of Commissioners
Public Hearing
Thursday, February 22, 2024

re: Tax Parcel 10075 000004 Grace of Georgia Developments, LLC
Proposed use: 125-lot single family development Commission District 2
GA 30506

To whom it may concern,

As a nearby neighbor who would be clearly affected by this development, I strongly urge the Planning Commission to DENY this request.

The applicants' disregard for the (PRD Requirement 17.180.060) minimum lot area standards (8000 sq. ft.) and maximum density (2 units per acre) indicates to me a disdain for established guidelines that does not bode well for the community.

It already is a pretty neighborhood and it seems like a development could be nice, Why not keep it that way? Squeezing the last nickel out of the land could only serve to put more pressure on the environment and more strain on the infrastructure.

Please do the right thing. Thank you.

Stephen Freniere
4363 Price Rd.
Gainesville, GA
30506
770-561-3936

MAX. DENSITY 1.11 UNITS/ACRE

FINAL PLAT FOR:

MIN. LOT SIZE 10,725 SF

HERITAGE POINTE PHASE IV

PARCEL: 15022 000014

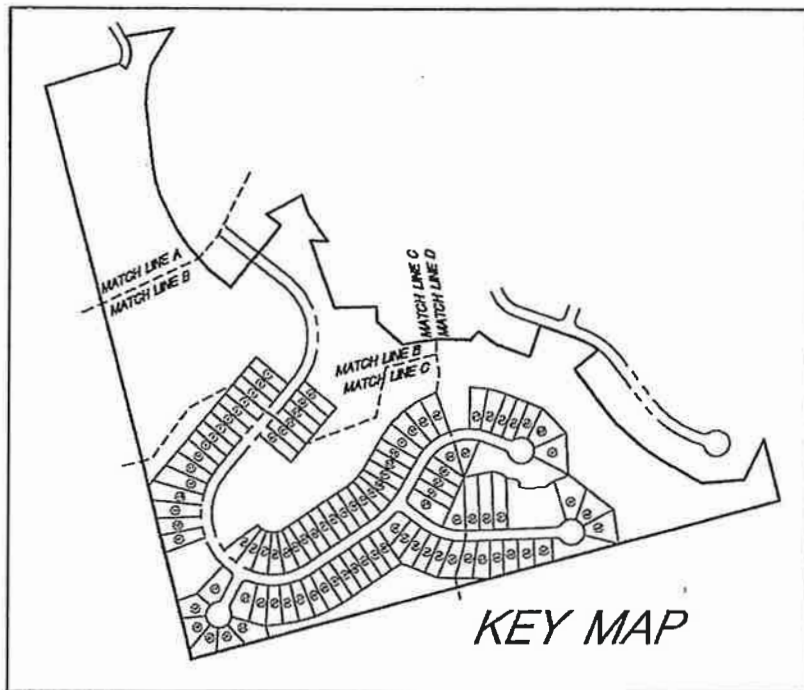
CITY OF GAINESVILLE, HALL COUNTY, GEORGIA



PREPARED IN THE OFFICE OF:

GASKINS + LECRAW
 © 2022 GASKINS + LECRAW, INC.
 1204 POWDER SPRINGS RD SW
 MARIETTA, GA 30064
 PHONE - 770.424.7188
 FAX - 770.424.7283
 www.gaskinslecrow.com
 L5F001371

CLERK OF THE SUPERIOR COURT
RECORDING INFORMATION



CURVE #	BEARING	DISTANCE	RADIUS	ARC
C1	S38°13'48"W	43.47	335.00	43.50
C2	S20°07'47"W	51.18	335.00	51.23
C3	S19°15'05"W	52.54	335.00	52.59
C4	S10°29'22"W	48.83	335.00	48.87
C5	S1°50'37"W	51.18	335.00	51.23
C6	S8°55'07"E	51.18	335.00	51.23
C7	S15°40'30"E	51.18	335.00	51.23
C8	S33°22'13"E	154.30	335.00	153.69
C9	S50°28'27"E	44.22	335.00	44.25
C10	S13°15'00"E	32.81	25.00	33.79
C11	N01°22'28"E	355.89	285.00	364.38
C12	N45°11'55"W	78.72	285.00	78.87
C13	N87°04'26"W	78.72	285.00	78.87
C14	N76°56'57"W	78.72	285.00	78.87
C15	S87°10'32"W	78.72	285.00	78.87
C16	S71°18'01"W	78.72	285.00	78.87
C17	S58°32'25"W	38.00	285.00	38.03
C18	N68°45'59"E	32.81	25.00	33.79
C19	S55°38'37"W	18.71	20.00	18.47
C20	S85°38'40"W	36.82	60.00	37.42

CURVE #	BEARING	DISTANCE	RADIUS	ARC
C21	S21°32'51"W	53.06	60.00	54.87
C22	S27°00'18"E	45.55	60.00	46.72
C23	S58°11'20"E	38.83	60.00	39.53
C24	N70°16'38"E	48.23	60.00	47.65
C25	N27°40'16"E	40.94	60.00	41.78
C26	N10°04'42"W	36.82	60.00	37.42
C27	N07°07'09"W	18.71	20.00	18.47
C28	S74°00'33"E	44.22	335.00	44.25
C29	S82°10'23"E	51.18	335.00	51.23
C30	N89°03'47"E	51.18	335.00	51.23
C31	N80°18'14"E	51.18	335.00	51.23
C32	N71°32'20"E	51.18	335.00	51.23
C33	N62°46'37"E	51.18	335.00	51.23
C34	N57°03'25"E	15.65	335.00	15.68
C35	N54°47'18"E	16.88	628.72	16.88
C36	N84°44'17"E	33.70	25.00	36.89
C37	N48°06'31"E	103.76	528.72	103.84
C38	S57°21'11"E	50.81	325.00	50.86
C39	S72°54'35"E	52.41	325.00	52.47
C40	S78°10'07"E	57.83	325.00	58.01

CURVE #	BEARING	DISTANCE	RADIUS	ARC
C41	S08°25'50"E	58.00	325.00	58.08
C42	N89°04'57"E	4.19	325.00	4.05
C43	S66°10'03"E	26.48	30.00	27.40
C44	N77°14'28"E	106.74	60.00	131.54
C45	N7°03'03"W	43.85	60.00	45.00
C46	N50°01'21"W	43.85	60.00	45.00
C47	S87°00'20"W	43.85	60.00	45.00
C48	S50°27'11"W	31.18	60.00	31.58
C49	S41°33'06"W	26.48	30.00	27.40
C50	N80°11'56"W	110.45	275.00	111.20
C51	N60°59'12"W	77.71	275.00	77.87
C52	N10°28'56"W	33.70	25.00	36.89
C53	N30°17'11"E	23.71	524.86	23.71
C54	N58°24'33"E	118.58	225.00	121.02
C55	N87°13'25"E	118.58	225.00	121.02
C56	S72°53'15"E	34.78	225.00	34.82
C57	S45°09'41"E	112.03	60.00	144.51
C58	N7°26'56"E	37.87	60.00	38.53
C59	N38°33'28"W	52.49	60.00	54.32
C60	S80°10'27"W	58.17	60.00	60.23

SHEET NO.	DESCRIPTION
1	FINAL PLAT COVER SHEET
2	FINAL PLAT
3	FINAL PLAT
4	FINAL PLAT
5	FINAL PLAT
6	FINAL PLAT
7	SANITARY SEWER PLAN
8	SANITARY SEWER PLAN
9	SANITARY SEWER PLAN
10	SANITARY SEWER PLAN
11	SANITARY SEWER PROFILES
12	SANITARY SEWER PROFILES
13	SANITARY SEWER PROFILES
14	STORM SEWER PLAN
15	STORM SEWER PLAN
16	STORM SEWER PLAN
17	STORM SEWER PLAN
18	STORM SEWER PROFILES
19	STORM SEWER PROFILES
20	STORM SEWER PROFILES
21	STORM SEWER PROFILES
22	POND ASIMULT PLAN
23	WATER PLAN
24	WATER PLAN
25	WATER PLAN
26	WATER PLAN

CURVE #	BEARING	DISTANCE	RADIUS	ARC
C61	S42°19'42"E	26.46	30.00	27.40
C62	N89°23'54"W	21.41	30.00	21.09
C63	N68°15'25"W	0.48	275.00	0.48
C64	N73°50'53"W	50.38	275.00	50.45
C65	N84°21'46"W	50.42	275.00	50.49
C66	S65°45'41"W	50.42	275.00	50.49
C67	S53°14'13"W	50.42	275.00	50.49
C68	S44°43'25"W	50.42	275.00	50.49
C69	S34°21'44"W	48.59	275.00	48.85
C70	S30°11'32"W	13.68	478.72	13.68
C71	S35°28'28"W	87.87	478.72	87.93
C72	S43°08'41"W	63.31	478.72	63.30
C73	S51°01'40"W	66.33	478.72	66.35
C74	S55°22'03"W	5.83	478.72	5.83
C75	N37°19'20"E	32.29	355.00	32.31
C76	N8°47'29"W	488.77	355.00	539.11
C77	S80°41'57"W	92.46	275.00	92.81
C78	N35°10'00"E	45.78	255.00	45.88
C79	S87°02'22"E	438.70	305.00	491.05
C80	S04°06'41"W	4.93	101.00	4.91

LINE #	BEARING	DISTANCE
L1	S39°57'00"W	8.31'
L2	S55°43'04"W	27.03'
L3	N55°43'04"E	38.16'
L4	S52°52'12"E	1.89'
L5	S38°52'12"E	58.40'
L6	N87°43'00"E	18.12'
L8	N52°52'12"E	110.82'
L9	N28°19'38"E	24.85'
L10	S69°29'36"E	89.52'
L11	S29°18'28"W	2.00'
L12	S45°11'35"E	24.06'
L13	S81°04'26"E	24.86'
L14	S78°56'57"E	24.86'
L15	N87°10'12"E	24.86'
L16	N71°18'00"E	24.86'

C/L CURVE DATA	NO.	DATA
①		Δ = 82°11'48" R = 330.00' L = 531.01' T = 342.89'
②		Δ = 164°13'36" R = 310.00' L = 482.58' T = 293.87'
③		Δ = 24°10'40" R = 501.72' L = 230.89' T = 117.42'
④		Δ = 82°10'48" R = 350.00' L = 358.58' T = 218.01'
⑤		Δ = 39°24'47" R = 300.00' L = 208.37' T = 107.45'

ZONING

TOTAL AREA = 85.44 ACRES
 TOTAL NO. OF LOTS = 95
 DENSITY / YIELD = 1.11 LOTS PER ACRE
 PRESENT ZONING - PUD
 FRONT SETBACKS = 25'
 SIDE SETBACKS = 7.5'
 REAR SETBACKS = 20'



TABLE OF DEDICATION

STREET NAME	LENGTH IN LF.
ALDER COURT	224'
LILAC CREEK TRAIL	3388'
SUGARBERRY DRIVE	853'

GPS NOTES:

1.) HORIZONTAL DATUM IS NAD 83.
 VERTICAL DATUM IS NAVD 88.

2.) THE NORTHING, EASTING, AND ELEVATION OF THE STARTING POINTS FOR THIS SURVEY WERE OBTAINED UTILIZING A TRIMBLE S500 GPS RECEIVER WITH A TRIMBLE TSC2 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A CELL PHONE FROM THE EGPS SOLUTIONS REAL TIME NETWORK. THE TECHNIQUE USED WAS RTK CORRECTED MEASUREMENTS FROM THE TRIMBLE VRS REAL TIME NETWORK OPERATED BY EGPS SOLUTIONS, INC. THE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POINTS UTILIZED IN THIS SURVEY WERE 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL AT THE 95% CONFIDENCE LEVEL.

LOCATION OF UTILITIES EXISTING ON OR SERVING THE SUBJECT PROPERTY IS DETERMINED BY OBSERVABLE EVIDENCE ONLY. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTION AND SUBSURFACE CONDITIONS THAT ARE NOT VISIBLE OR RECORDABLE. THIS BEING THE UNDERTAKEN AND NOT SHOWN. THIS PLAT IS INTENDED FOR THE PARTIES STATED ON THE FACE OF SURVEY. USE OF THE SURVEY BY THIRD PARTIES IS AT THEIR OWN RISK.

THIS PARCEL OF LAND IS NOT IN THE 100 YEAR FLOOD PLAIN AND IS IN ZONE _____ ACCORDING TO F.E.M.A. (F.L.A.) COMMUNITY NUMBER _____ MAP NUMBER _____ DATED _____ 18, 1992.

THIS PLAT IS PREPARED FROM A FIELD SURVEY USING A FIVE SECOND DIGITAL THEODOLITE AND ELECTRONIC DISTANCE MEASURER. LINEAR PRECISION OF TRAVERSE IS 1/25,000; ANGULAR ERROR: 02" PER POINT. THE TRAVERSE WAS ADJUSTED USING THE COMPASS RULE. LINEAR PRECISION OF THIS PLAT: 1/2,000,000. MATTERS OF TITLE ARE EXCEPTED.

OWNER'S CERTIFICATE

STATE OF GEORGIA
 COUNTY OF HALL

THE UNDERSIGNED CERTIFIES THAT HE OR SHE IS THE OWNER AND SUBDIVIDER OF THE LAND SHOWN ON THIS PLAT AND THAT THE PLAT AND THE PUBLIC AND PRIVATE IMPROVEMENTS CONTAINED THEREIN OR ASSOCIATED THEREWITH MEET ALL APPLICABLE REQUIREMENTS AND STANDARDS OF THE GAINESVILLE UNIFIED LAND DEVELOPMENT CODE. THE OWNER FURTHER ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE HIS FREE ACT AND DEED, AND DEDICATES TO THE PUBLIC FOREVER ALL AREAS SHOWN OR INDICATED ON THIS PLAT AS PUBLIC STREETS, EASEMENTS OR OTHER PUBLIC USE AREAS, AND ALL WATER SYSTEM, SEWERAGE AND OTHER PUBLIC IMPROVEMENTS (HEREINAFTER "FACILITIES"). HOWEVER, THE CITY OF GAINESVILLE WILL NOT TAKE OWNERSHIP AND MAINTENANCE OF THESE FACILITIES UNTIL SUCH TIME AS THE UNDERSIGNED PETITIONS FOR AND THE GOVERNING BODY OF THE CITY OF GAINESVILLE ACCEPTS THE DEDICATION AND ACCEPTANCE OF THE FACILITIES AS PROVIDED IN SECTION 9-13-14-12 OF THE GAINESVILLE UNIFIED LAND DEVELOPMENT CODE AND PROVIDED A MAINTENANCE BOND AS REQUIRED IN SECTIONS 9-13-13-9 AND 10.

OWNER'S NAME: KM HOMES, LLC
 OWNER'S ADDRESS: 5780 WINDARD PARKWAY, STE. 200
 ALPHARETTA, GEORGIA 30005
 CONTACT: DOUG STRALL (678) 758-5533

DATE: 12/21/2022

SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 23,508 FEET, AND AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN _____ FEET.

BY (NAME): JASON A. HOPKINS
 REGISTERED GEORGIA LAND SURVEYOR NO. 3215
 ADDRESS: 1268 POWDER SPRINGS ROAD
 MARIETTA, GEORGIA, 30064
 TELEPHONE NUMBER: 770-424-7168
 DATE: 11-04-22

OWNER'S DEDICATION CERTIFICATE

CITY OF GAINESVILLE
 HALL COUNTY, GEORGIA

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DELEGATED TO THE CITY OF GAINESVILLE FOREVER, ALL WATER MAINS, EASEMENTS, AND ASSOCIATED APPURTENANCES THEREON SHOWN.

DATE: 12/21/2022

WATER AND SEWER EASEMENT STATEMENT:

THE AREA OF SANITARY SEWER EASEMENTS = 112,437 S.F.
 THE AREA OF WATER EASEMENTS = 0 S.F.

STORMWATER FACILITY STATEMENT:

ALL DETENTION FACILITIES WHETHER A POND OR UNDERGROUND AND ALL IDENTIFIED DRAINAGE EASEMENTS OUTSIDE THE PUBLIC RIGHT-OF-WAY WILL BE PRIVATELY OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (2) OF §10-6-1 SECTION 15647, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS PROVIDED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS OF CURE BY AN APPLICABLE LOCAL JURISDICTION. THIS PLAT CONFORMS WITH THE APPLICABLE GOVERNMENTAL STATUTES BY AN APPLICABLE LOCAL JURISDICTION. THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT CONFORMS WITH THE APPLICABLE GOVERNMENTAL STANDARDS FOR PRACTICE AND ETHICS BY BEING A MEMBER OF THE PROFESSIONAL SOCIETY OF LAND SURVEYORS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS. LAND SURVEYORS SHALL BE HELD TO THE ETHICS AND STANDARDS OF THE BOARD.

DATE: 11/04/22
 AS SURVEYOR FOR GASKINS + LECRAW, INC.

CALL BEFORE YOU DIG

811

Know what's below. Call before you dig.

SCALE & NORTH ARROW:

SCALE: 1" = 60'

SURVEY INFO:

DRAWN BY: SJJ
 REVIEWED BY: JAH
 FIELD DATE: 10-25-22
 OFFICE DATE: 11-04-22
 JOB #: 220023

FINAL PLAT

1 OF 26

Received at the 1/16/2024 Planning Commission meeting

APPROVED FOR RECORDING



GAINESVILLE
COMMUNITY & ECONOMIC DEVELOPMENT

SIGNATURE: Heather Demore
DATE: 12/29/2023

ABBREVIATIONS LEGEND	
ABBR.	DEFINITION
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
A.E.	ACCESS EASEMENT
W.L.E.	WATER LINE EASEMENT
F.M.E.	FORCE MAIN EASEMENT

STRUCTURES LEGEND	
	HEADWALL
	FLARED END SECTION (D.O.T.)
	SINGLE-WING CATCH BASIN
	DOUBLE-WING CATCH BASIN
	WEIR INLET
	JUNCTION BOX
	GRATE INLET
	FIRE HYDRANT
	WATER VALVE
	W.M. - WATER METER
	WATER LINE
	SANITARY SEWER MANHOLE
	WATER LINE
	S.E.W.E.R. CLEAN OUT

NOTE: ALL STORM DRAINS ARE BITUMINUS COATED OR TYPE II ALUMINIZED CORRUGATED METAL PIPE (CMP) UNLESS OTHERWISE NOTED.

PROPERTY CORNER LEGEND	
	RBS- REINFORCING BAR SET
	RBF- REINFORCING BAR FOUND
	CTF- CRIMP TOP PIPE FOUND
	OTF- OPEN TOP PIPE FOUND
	RWM- RIGHT-OF-WAY MONUMENT

NOTE: #4 REBAR SET ON ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

PREPARED IN THE OFFICE OF:



GASKINS + LECRAW


© 2022 GASKINS + LECRAW, INC.
1226 POWDER SPRINGS RD SW
MARIETTA, GA 30064
PHONE - 770.424.7168
FAX - 770.424.7583
www.gaskinslecrow.com
LSF001371

REVISIONS:

NO.	DATE	BY	DESCRIPTION


CLIENT: **KM HOMES, LLC**
5780 WINDWARD PARKWAY
SUITE 200, ALPHARETTA, GA 30005
PROJECT: **HERITAGE POINTE + PHASE IV**
LILAC CREEK TRAIL EXTENSION
PARCEL: 15022 000014, G.M.D. 268
CITY OF GAINESVILLE, HALL COUNTY, GEORGIA

CALL BEFORE YOU DIG



Know what's below.
Call before you dig.

SCALE & NORTH ARROW:



SCALE: 1" = 60'

SURVEY INFO:

DRAWN BY: (signature)
REVIEWED BY: (signature)
FIELD DATE: 10-25-23
OFFICE DATE: 11-04-23
JOB #: 2301023

FINAL PLAT

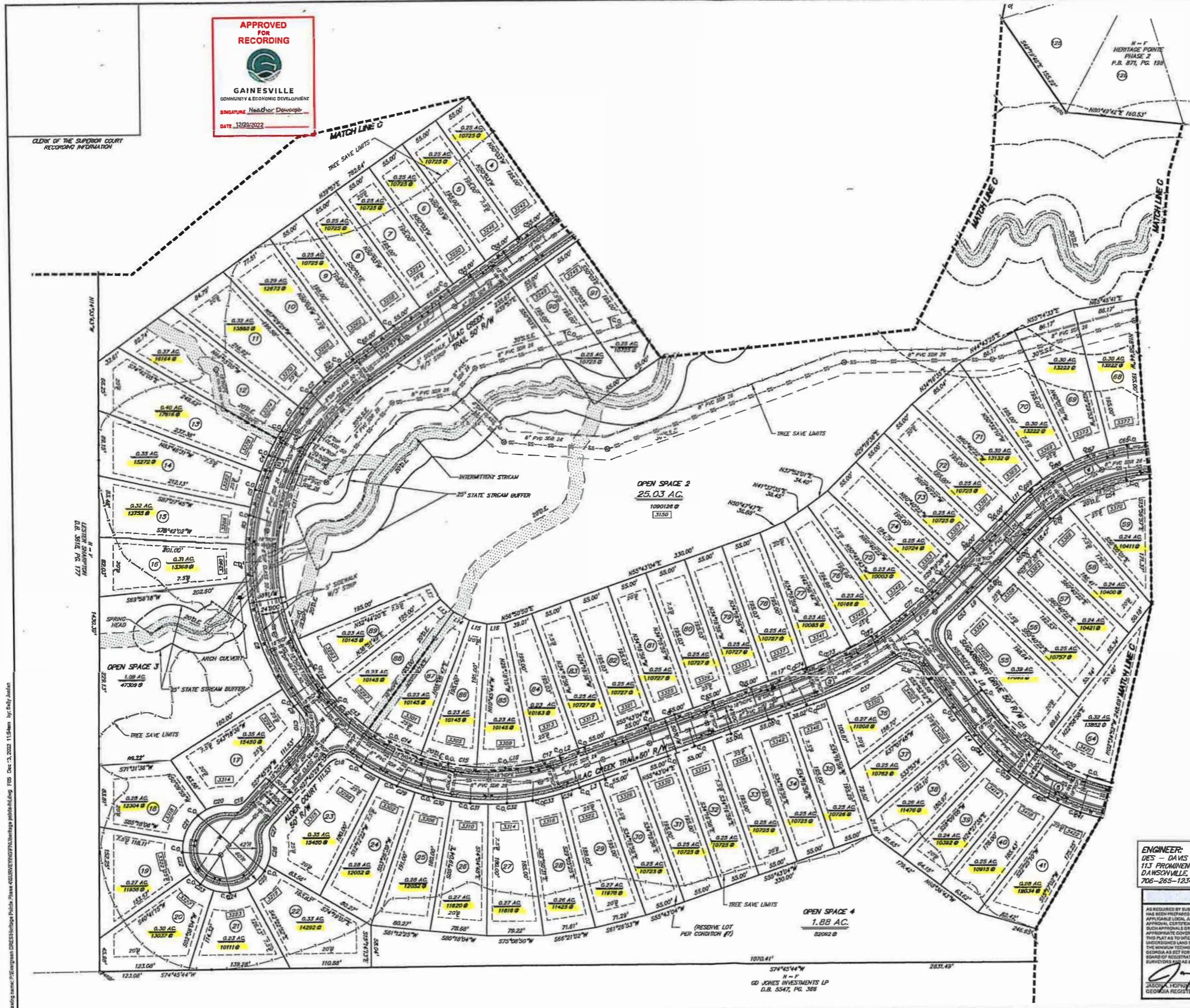
5 OF 26

ENGINEER:
DES - DAVIS ENGINEERING & SURVEYING
113 PROMINENCE COURT, SUITE 210
DAWSONVILLE, GEORGIA 30534
706-265-1234

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (2) OF O.C.G.A. SECTION 14-6-41, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENT AGENCIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 14-6-41.

(signature)
DATE: 12/29/23
AS SURVEYOR FOR GASKINS + LECRAW, INC.

Drawing name: P:\Projects\2023\Heritage Pointe Phase 4\GASKINS+LECRAW\Public\Phase 4\GASKINS+LECRAW\Public\Heritage Pointe Phase 4.dwg 1/15/24 11:54am by: Barry Jordan
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EXHIBIT "B"

LAND DISTURBANCE PLANS


for THE BLUFFS AT GAINES MILL

AKA: AVERY RIDGE

CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

PREPARED FOR:
THE PACIFIC GROUP
5755 DUPREE DRIVE NW
ATLANTA, GA 30327

APPROVED
For
LAND DISTURBANCE



City of Gainesville
Community Dev. Dept.

Signature: *[Signature]*
Date: 3/1/2022
Dev#: 2021-00065

Approval is only valid work to be performed in accordance with approved plans, ULDC, and conditions of zoning.

INDEX TO DRAWINGS

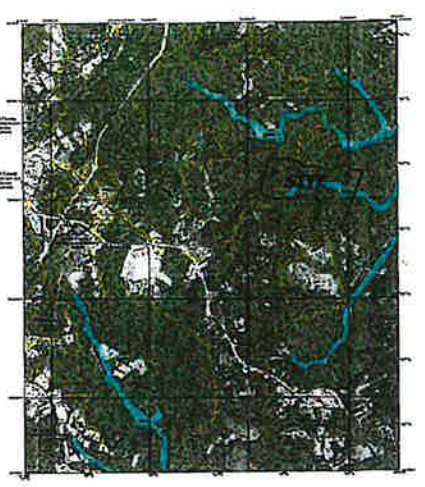
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C000	COVER SHEET	C810	OVERALL WATER PLAN
C001	GENERAL NOTES	C811	WATER PLAN
C002	ZONING MAP	C812	WATER PLAN
C003	ALTA SURVEY	C813	WATER PLAN
C200	OVERALL SITE PLAN	C814	WATER PLAN
C201	SITE PLAN	C815	WATER PLAN
C202	SITE PLAN	C816	WATER PLAN
C203	SITE PLAN	C817	WATER PLAN
C204	SITE PLAN	C818	WATER PLAN
C205	SITE PLAN	C819	WATER PLAN
C206	SITE PLAN	C820	ROAD PROFILES
C207	PARCEL TABLES	C821	ROAD PROFILES
C208	PARCEL TABLES	C822	ROAD PROFILES
C209	PARCEL TABLES	C823	ROAD PROFILES
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C301	GRADING AND DRAINAGE PLAN	C702	STORM PROFILES
C302	GRADING AND DRAINAGE PLAN	C703	STORM PROFILES
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C941	CONSTRUCTION DETAILS	C976	CONSTRUCTION DETAILS
C942	CONSTRUCTION DETAILS	C977	CONSTRUCTION DETAILS
C943	CONSTRUCTION DETAILS	C978	CONSTRUCTION DETAILS
C944	CONSTRUCTION DETAILS	C979	CONSTRUCTION DETAILS
C945	CONSTRUCTION DETAILS	C980	CONSTRUCTION DETAILS
C946	CONSTRUCTION DETAILS	C981	CONSTRUCTION DETAILS
C947	CONSTRUCTION DETAILS	C982	CONSTRUCTION DETAILS
C948	CONSTRUCTION DETAILS	C983	CONSTRUCTION DETAILS
C949	CONSTRUCTION DETAILS	C984	CONSTRUCTION DETAILS
C950	CONSTRUCTION DETAILS	C985	CONSTRUCTION DETAILS
C951	CONSTRUCTION DETAILS	C986	CONSTRUCTION DETAILS
C952	CONSTRUCTION DETAILS	C987	CONSTRUCTION DETAILS
C953	CONSTRUCTION DETAILS	C988	CONSTRUCTION DETAILS
C954	CONSTRUCTION DETAILS	C989	CONSTRUCTION DETAILS
C955	CONSTRUCTION DETAILS	C990	CONSTRUCTION DETAILS
C956	CONSTRUCTION DETAILS	C991	CONSTRUCTION DETAILS
C957	CONSTRUCTION DETAILS	C992	CONSTRUCTION DETAILS
C958	CONSTRUCTION DETAILS	C993	CONSTRUCTION DETAILS
C959	CONSTRUCTION DETAILS	C994	CONSTRUCTION DETAILS
C960	CONSTRUCTION DETAILS	C995	CONSTRUCTION DETAILS
C961	CONSTRUCTION DETAILS	C996	CONSTRUCTION DETAILS
C962	CONSTRUCTION DETAILS	C997	CONSTRUCTION DETAILS
C963	CONSTRUCTION DETAILS	C998	CONSTRUCTION DETAILS
C964	CONSTRUCTION DETAILS	C999	CONSTRUCTION DETAILS
C965	CONSTRUCTION DETAILS	C1000	CONSTRUCTION DETAILS

REVISIONS

DATE	DESCRIPTION
1/15/21	FIRST SUBMITTAL
2/10/22	SECOND SUBMITTAL
3/1/22	THIRD SUBMITTAL

CLIENT: **PACIFIC GROUP**
24 HOUR EMERGENCY CONTACT: RICHARD COOPER / 678-603-8267
5755 DUPREE DRIVE NW, ATLANTA, GA 30327

GREYDEN
ENGINEERING, LLC
12460 Crabapple Road, Ste. 202-347
Alpharetta, Georgia 30004
PH: 770-573-4801 FAX: 678-302-6362



I, THE UNDERSIGNED, HEREBY CERTIFY THE SIGHT DISTANCE FOR THE PROJECT IS DESIGNED WITH ADEQUATE DISTANCE. THE REGULATED SPEED LIMIT ON THE APPROXIMATE THROUGHWAY (ROADWAY) IS 30 MPH. THE DESIGNED SIGHT DISTANCE PROVIDES VISIBILITY OF 200 FT. TO THE LEFT AND 200 FT. TO THE RIGHT. THE SIGHT DISTANCE SHALL BE MEASURED FROM A POINT OF 15 FT. FROM THE EDGE OF PAVEMENT AND 3.5 FT. IN HEIGHT ABOVE THE ROADWAY.

DESIGN PROFESSIONAL: *[Signature]* DATE: _____

- CITY OF GAINESVILLE PAVEMENT NOTES**
- 6" GRADED AGGREGATE BASE
 - 2.5" PAVEMENT BINDER 10" MIX
 - 1.5" PAVEMENT TOPPING 5" OR 4" MIX
 - STREET BASE TO EXTEND FULLY UNDER CURB AND GUTTER
 - IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PROVIDE COMPACTION TESTING FOR SUB-GRADE, BASE COMPACTION, ASPHALT DENSITY & ASPHALT THICKNESS.

PORTIONS OF THIS PARCEL OF LAND ARE IN THE 100 YEAR FLOOD PLAIN AND ARE IN ZONE(S) X/A ACCORDING TO THE F.E.M.A (F.I.A) COMMUNITY NUMBER 130263, MAP NUMBER 13139C0195G, DATED APRIL 4th, 2018 FOR CITY OF GAINESVILLE, HALL COUNTY, GEORGIA.

- DEVELOPMENT DATA:**
GAINES MILL ROAD
CITY OF GAINESVILLE, HALL COUNTY, GEORGIA
- NOTE: PROJECT IS LOCATED WITHIN THE NORTH DOONEE RESERVOIR WATERSHED PROTECTION DISTRICT.
- SUBDIVISION/DEVELOPER
 - A. NAME: THE PACIFIC GROUP (CONTACT RICHARD COOPER)
 - B. ADDRESS: 5755 DUPREE DRIVE NW, ATLANTA, GEORGIA (30327)
 - C. TELEPHONE: 678-603-8267
 - PARCELS TO BE SUBDIVIDED - SITE ADDRESS:
 - 15022 00000 - 2301 GAINES MILL ROAD SOUTHWEST
 - 15022 00001 - 2440 GAINESVILLE CEMETERY ROAD SOUTHWEST
 - 15022 00001A - 2 GAINES MILL ROAD SOUTHWEST
 - SUBDIVISION CONFIGURATION

LOT TABLE		
LOT#	AREA (SF)	AREA (AC)
1	12319.31	0.28
2	12037.55	0.28
3	12036.99	0.28
4	12038.44	0.28
5	12035.89	0.28
6	12408.47	0.28
7	10046.61	0.23
8	10066.90	0.23
9	10068.90	0.23
10	10068.90	0.23
11	11010.85	0.25
12	11509.45	0.26
13	11808.29	0.26
14	11509.13	0.26
15	11506.72	0.26
16	11090.43	0.25
17	10338.05	0.24
18	10050.88	0.23
19	10050.88	0.23
20	10041.75	0.23

LOT TABLE		
LOT#	AREA (SF)	AREA (AC)
21	10080.00	0.23
22	10080.00	0.23
23	10250.46	0.24
24	11586.49	0.27
25	11586.49	0.27
26	11586.49	0.27
27	11586.49	0.27
28	11579.21	0.27
29	10060.00	0.23
30	10748.28	0.25
31	12162.09	0.28
32	10162.04	0.23
33	10080.00	0.23
34	10232.13	0.23
35	11747.44	0.27
36	11744.63	0.27
37	10812.26	0.24
38	10020.00	0.23
39	12291.23	0.28
40	10161.10	0.23

LOT TABLE		
LOT#	AREA (SF)	AREA (AC)
41	11304.02	0.26
42	11790.39	0.27
43	12180.17	0.28
44	12727.45	0.29
45	13358.51	0.31
46	17804.95	0.41
47	19486.42	0.45
48	19444.86	0.45
49	17480.74	0.40
50	14086.87	0.32
51	11043.27	0.25
52	12450.00	0.29
53	13299.26	0.31
54	11884.99	0.27
55	17443.77	0.40
56	14731.95	0.34
57	18855.01	0.39
58	10682.14	0.25
59	12430.43	0.29
60	11615.74	0.27

LOT TABLE		
LOT#	AREA (SF)	AREA (AC)
61	12301.01	0.28
62	19382.14	0.44
63	19715.29	0.45
64	19557.86	0.45
65	13135.24	0.30
66	11090.16	0.25
67	11358.42	0.26
68	11079.29	0.25
69	11425.14	0.26
70	11009.75	0.25
71	11702.21	0.27
72	11702.21	0.27
73	11702.21	0.27
74	13169.13	0.30
75	13397.54	0.31
76	12062.94	0.28
77	13166.91	0.30
78	19761.25	0.45
79	19437.73	0.45
80	19885.85	0.45

LOT TABLE		
LOT#	AREA (SF)	AREA (AC)
81	10045.96	0.23
82	10105.36	0.23
83	10105.36	0.23
84	10105.36	0.23
85	10105.36	0.23
86	10105.36	0.23
87	10105.36	0.23
88	10105.36	0.23
89	10105.36	0.23
90	10089.37	0.23
91	10076.27	0.23
92	10084.52	0.23
93	13996.50	0.32
94	12407.53	0.28
95	14881.51	0.34
96	20324.21	0.47
97	20280.48	0.47
98	20327.57	0.47
99	15333.33	0.35
100	11758.80	0.27

LOT TABLE		
LOT#	AREA (SF)	AREA (AC)
101	12352.72	0.28
102	12704.72	0.29
103	14427.52	0.33
104	11656.75	0.27
105	10833.57	0.25
106	10843.52	0.25
107	11347.38	0.26
108	13038.18	0.30
109	18453.92	0.42
110	28229.21	0.60
111	28241.34	0.60
112	12475.99	0.29
113	10653.61	0.24
114	12305.11	0.28
115	14158.37	0.33
116	13862.97	0.31
117	10080.00	0.23
118	10375.79	0.24
119	10523.15	0.24
120	10528.93	0.24

LOT TABLE		
LOT#	AREA (SF)	AREA (AC)
121	10376.95	0.24
122	10080.63	0.23
123	10080.00	0.23
124	10080.00	0.23
125	10080.00	0.23
126	10080.00	0.23
127	12352.52	0.28
128	10666.75	0.24
129	10550.00	0.24
130	10550.23	0.24
131	10573.84	0.24
132	10573.84	0.24
133	10584.39	0.24
134	10573.84	0.24
135	10573.84	0.24
136	10535.08	0.24
137	10537.79	0.24
138	10522.71	0.24
139	10806.45	0.25
140	14477.32	0.33

LOT TABLE		
LOT#	AREA (SF)	AREA (AC)
141	18440.27	0.42
142	19611.70	0.45
143	19605.07	0.45
144	16937.10	0.39
145	10867.35	0.25
146	10767.44	0.25
147	10340.89	0.24
148	12148.06	0.28
149	12148.06	0.28
150	12148.06	0.28
151	11216.46	0.26
152	10093.17	0.23
153	10093.17	0.23
154	10390.67	0.24
155	10104.29	0.23
156	10093.56	0.23
157	10740.16	0.25
158	11601.88	0.27
159	10419.80	0.24
160	10080.00	0.23

LOT TABLE		
LOT#	AREA (SF)	AREA (AC)
161	10080.00	0.23
162	18016.88	0.41
163	15905.85	0.37
164	12949.40	0.30
165	12809.03	0.29
166	13200.05	0.30
167	11944.67	0.27
168	12183.73	0.28
169	20092.82	0.46
170	20161.15	0.46
171	20139.73	0.46
172	13688.25	0.31
173	12582.55	0.29
174	12358.03	0.28
175	12268.91	0.28
176	17337.30	0.40
177	12397.82	0.28
178	19839.83	0.46
179	19072.60	0.44
180	13884.28	0.32

LOT TABLE		
LOT#	AREA (SF)	AREA (AC)
181	10121.97	0.23
182	11287.81	0.26
183	10376.39	0.24
184	10482.67	0.24
185	10458.17	0.24
186	10429.77	0.24
187	10403.37	0.24
188	10378.97	0.24
189	10350.57	0.24
190	10324.17	0.24
191	10297.77	0.24
192	10271.37	0.24
193	10244.87	0.24
194	10218.57	0.23
195	10192.17	0.23
196	11215.95	0.26
197	12347.86	0.28
198	13872.13	0.32
199	14054.96	0.32
200	12597.01	0.29

LOT TABLE		
LOT#	AREA (SF)	AREA (AC)
201	11278.16	0.26
202	10081.03	0.23
203	10039.94	0.23
204	10073.89	0.23
205	10020.00	0.23
206	10020.00	0.23
207	10020.00	0.23
208	10020.00	0.23
209	10020.00	0.23
210	10020.00	0.23
211	10185.58	0.23
212	11570.29	0.27
213	11849.76	0.27
214	12755.41	0.29
215	13240.96	0.30
216	11364.39	0.26
217	10980.85	0.25
218	10073.84	0.23
219	10020.00	0.23
220	10020.00	0.23

LOT TABLE		
LOT#	AREA (SF)	AREA (AC)
221	10020.00	0.23
222	10052.12	0.23
223	10281.18	0.24
224	10698.21	0.25
225	11190.67	0.28
226	11438.94	0.26
227	11294.86	0.26
228	10753.00	0.25
229	10130.01	0.23
230	10020.00	0.23
231	10069.72	0.23
232	10202.87	0.23
233	10363.80	0.24
234	11512.67	0.26
235	15869.73	0.36
236	11981.16	0.28
237	11688.97	0.27
238	11600.81	0.27
239	11780.44	0.27
240	15326.25	0.35

LOT TABLE		
LOT#	AREA (SF)	AREA (AC)
241	16315.89	0.37
242	14980.05	0.34
243	10831.59	0.25
244	10678.66	0.25
245	10851.19	0.24
246	10818.35	0.25
247	10020.00	0.23
248	10784.83	0.25
249	11790.76	0.27
250	16001.60	0.37
251	12023.93	0.28
252	11871.31	0.27
253	13523.75	0.31
254	10080.00	0.23
255	10080.00	0.23
256	10075.78	0.23
257	10051.91	0.23
258	10080.00	0.23
259	10045.55	0.23
260	10050.88	0.23

LOT TABLE		
LOT#	AREA (SF)	AREA (AC)
261	10050.88	0.23
262	10052.10	0.23
263	10080.00	0.23
264	10080.00	0.23
265	10080.00	0.23
266	11362.38	0.26
267	11586.49	0.27
268	11586.49	0.27
269	11586.49	0.27
270	11586.49	0.27
271	11324.22	0.26
272	10041.50	0.23
273	10050.68	0.23
274	10050.88	0.23
275	10050.88	0.23
276	10059.18	0.23
277	10080.00	0.23
278	10080.00	0.23
279	10080.00	0.23
280	10049.47	0.23

LOT TABLE		
LOT#	AREA (SF)	AREA (AC)
281	10045.82	0.23
282	10045.82	0.23
283	10438.83	0.24
284	12182.09	0.28
285	12182.09	0.28
286	12182.09	0.28
287	12182.09	0.28
288	12182.09	0.28

REVISIONS	
DATE	DESCRIPTION
01/20/24	FIRST SUBMITTAL
02/28/24	SECOND SUBMITTAL
03/20/24	THIRD SUBMITTAL

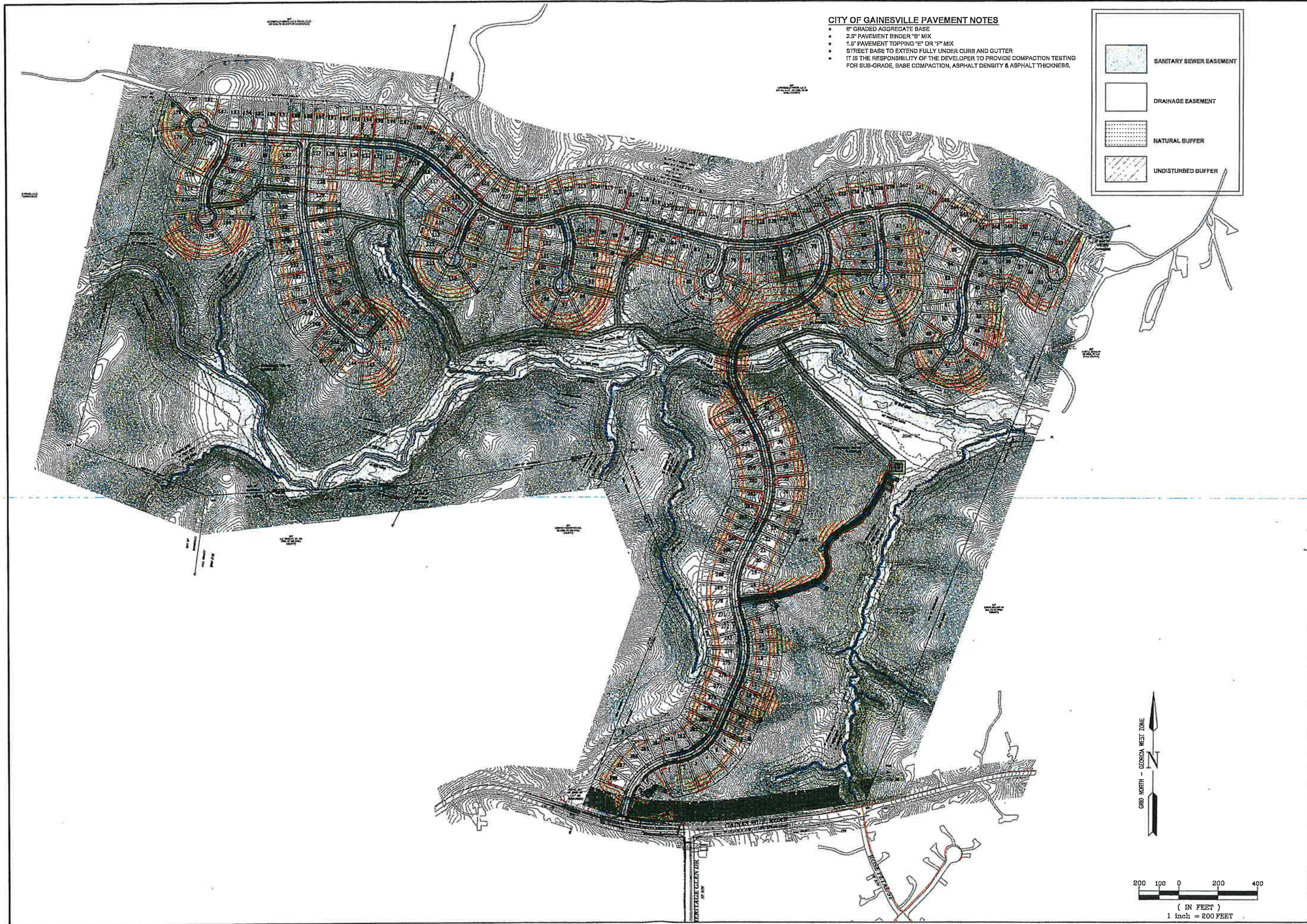
CLIENT: **PACIFIC GROUP**
 24 HOUR EMERGENCY CONTACT: RICHARD COOPER / 678-603-8267
 5755 DUPREE DRIVE NW, ATLANTA, GA 30327

GREYDEN
 ENGINEERING
 12460 Crabapple Road, Ste. 202-347
 Alpharetta, Georgia 30004



LAND DISTURBANCE PLANS FOR THE BLUFFS AT GAINES MILL
 LOCATED IN BLDG. 288
 CITY OF GAINESVILLE, HALL COUNTY, GEORGIA

DATE	01/20/24
JOB NO.	21-02
DRAWN	RAD
CHECKED	RAD
SCALE	AS SHOWN
SHEET	C210



CITY OF GAINESVILLE PAVEMENT NOTES

- 6" GRADED AGGREGATE BASE
- 2.5" PAVEMENT BINDER "B" MIX
- 1.5" PAVEMENT TOPPING "E" OR "F" MIX
- STREET BASE TO EXTEND FULLY UNDER CURB AND GUTTER
- IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PROVIDE COMPACTION TESTING FOR SUB-GRADE, BASE COMPACTION, ASPHALT DENSITY & ASPHALT THICKNESS.

	SANITARY SEWER EASEMENT
	DRAINAGE EASEMENT
	NATURAL BUFFER
	UNDISTURBED BUFFER

REVISIONS	DATE	DESCRIPTION
	11/5/2021	FIRST SUBMITTAL
	12/2/2021	SECOND SUBMITTAL
	2/7/2022	THIRD SUBMITTAL

CLIENT
PACIFIC GROUP
 24 HOUR EMERGENCY CONTACT: RICHARD COOPER / 678-603-8267
 5765 DUPREE DRIVE NW, ATLANTA, GA 30327

GREYDEN
 ENGINEERING
 12460 Crabapple Road, Ste. 202-347
 Alpharetta, Georgia 30004
 PH: 770-573-4801 FAX: 678-302-6362



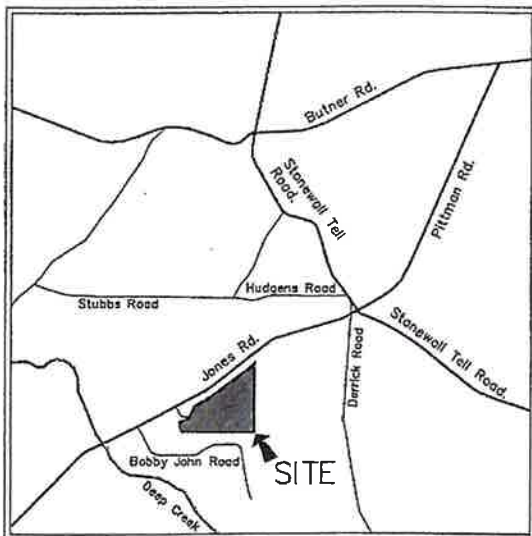
LAND DISTURBANCE PLANS
 FOR
THE BLUFFS AT GAINES MILL
 CITY OF GAINESVILLE, HALL COUNTY, GEORGIA
OVERALL GRADING PLAN

GRID NORTH - GEORGIA WEST ZONE

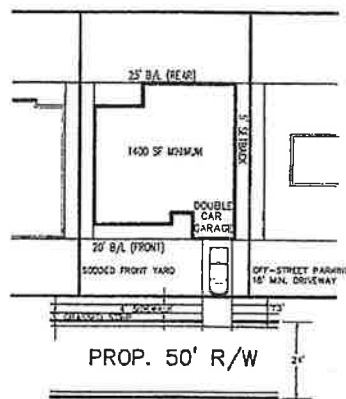
(IN FEET)
 1 inch = 200 FEET

DATE	01/20/2022
JOB NO.	21-026
DRAWN	RAD
CHECKED	RAD
SCALE	AS NOTED
SHEET:	C300

EXHIBIT "C"



Vicinity Map
Not To Scale



TYPICAL LOT
NOT TO SCALE

REZONING EXHIBIT
for
Shamrock Drive
Land Lot 164 9th CDistrict
Fulton County, Georgia
July 22, 2003

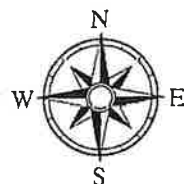
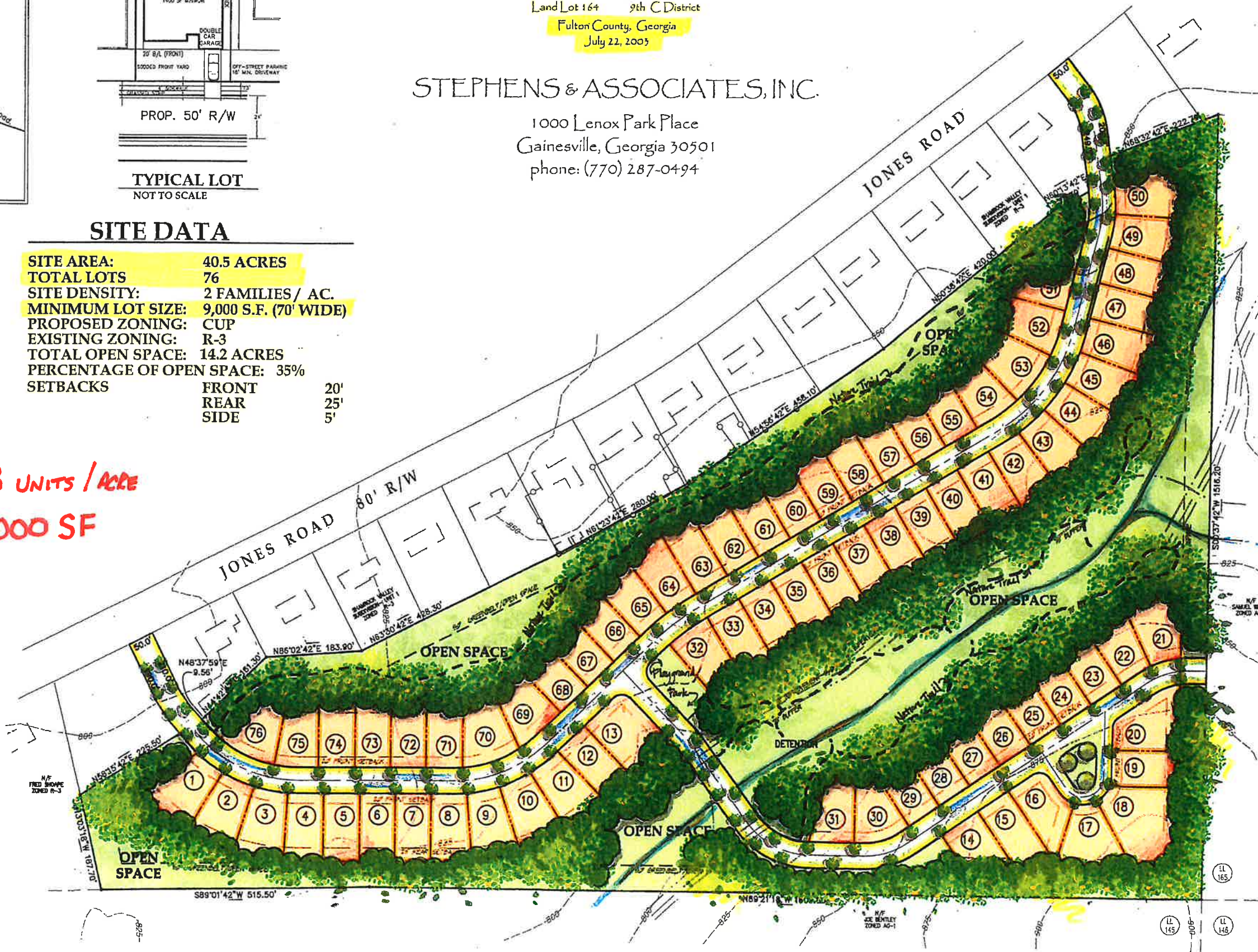
STEPHENS & ASSOCIATES, INC.

1000 Lenox Park Place
Gainesville, Georgia 30501
phone: (770) 287-0494

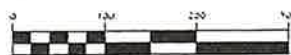
SITE DATA

SITE AREA:	40.5 ACRES
TOTAL LOTS	76
SITE DENSITY:	2 FAMILIES / AC.
MINIMUM LOT SIZE:	9,000 S.F. (70' WIDE)
PROPOSED ZONING:	CUP
EXISTING ZONING:	R-3
TOTAL OPEN SPACE:	14.2 ACRES
PERCENTAGE OF OPEN SPACE:	35%
SETBACKS	FRONT 20' REAR 25' SIDE 5'

MAX. DENISTY 1.8 UNITS / ACRE
MIN. LOT SIZE 9,000 SF



Scale: 1" = 100'



Landmark Design Associates, LLC
4455 Commerce Drive, Suite 103
Buford, GA 30518
t: (678) 546-1673
f: (678) 546-1676
www.planning.nu



EXHIBIT "D"

SITE DATA

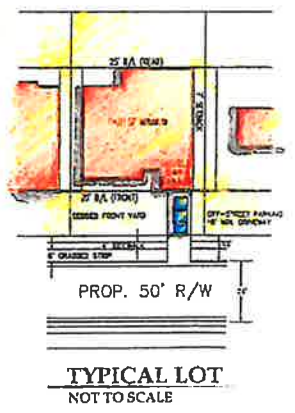
SITE AREA:	120.19 ACRES
TOTAL LOTS:	214
SITE DENSITY:	1.80 FAMILIES / AC
MINIMUM LOT SIZE:	9,000 S.F. (70' WIDE)
PROPOSED ZONING:	CUP
EXISTING ZONING:	AG-1
TOTAL OPEN SPACE:	42 ACRES (35%)
SETBACKS:	FRONT 20' REAR 25' SIDE 7'

OWNER/DEVELOPER:

STEPHENS & ASSOCIATES, INC.
1000 LENOX PARK PLACE
GAINESVILLE, GEORGIA 30501
24 HOUR PHONE: 770-287-0494
CONTACT: BARCLAY FOUTS



MAX. DENSITY 1.8 UNITS / AC
MIN. LOT SIZE 9,000 SF



LANDMARK
DESIGN ASSOCIATES
4455 COMMERCE DRIVE
SUITE 103
BUFORD, GA 30518
t. 678-546-1675
f. 678-546-1676
www.planning.nu

COCHRAN ROAD PROJECT

LAND LOTS 51, 52, 54 - 9th C DISTRICT
LAND LOTS 151, 152 - 14th FF DISTRICT

Board of Commissioners Voting Meeting Comments - February 22, 2024 - Submission #90328

Date Submitted: 2/17/2024

- 1.
- 2. Comments completed in the form below will be submitted into the record for the February 22, 2024 Voting Meeting of the Hall County Board of Commissioners.

- 3.
- 4. **First Name***

Dale

- 5. **Last Name***

Morris

- 6.
- 7. **Address1***

199 PLESS RD

- 8.
- 9. **Address2**

P. O. BOX 1939

- 10.
- 11. **City***

CLEVELAND

- 12. **State***

GA

- 13. **Zip***

30528

- 14.

15. **Item for Comment***

4363 Sardis Road

Select from the list below which item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

16.

17. **Your Comments***

My wife, Sue Cochran Morris and I are owners of the 4363 property on Sardis Rd. requesting rezoning for SARDIS PARK, a newly planned community of 110 high-quality detached single family homes set with a beautiful landscaping environment. Ordinances related to lot size and home square footage have long been a factor in home building cost and affordable housing. This project overcomes these issues. The applicant Grace of Georgia Development LLC has proven itself as "Very professional" and cooperative" in dealing with the Hall planning commission as stated by commission chairman Chris Braswell at its January 16, 2024 meeting. Please review the detailed prepared by DLBP for your work session on February 19, 2024.

Please write your comments in the box above.

18.

19. **File Upload**

No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

20. **Follow-up Communication**

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

ZONING NOTICE

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

APPLICANT: GRACE OF GEORGIA DEVELOPMENTS

REQUEST: REZONE FROM AR-III TO PRD FOR A 125-LOT SINGLE-FAMILY DEVELOPMENT

ALL CITY ORDINANCES WILL BE HELD ON:

IN CONSULTATION WITH:
Date: JAN 14, 2024
Time: 5:15 PM

&

FOR NO CONVICTIONS:
Date: FEB 22, 2024
Time: 6:00 PM

FOR MORE INFORMATION CALL: (770) 518-6809

ZONING NOTICE

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

APPLICANT: GRACE OF GEORGIA DEVELOPMENTS

REQUEST: REZONE FROM AR-III TO PRD FOR A 125-LOT

SINGLE-FAMILY DEVELOPMENT

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: JAN 16, 2024
Time: 5:15 PM

COUNTY COMMISSION
Date: FEB 22, 2024
Time: 6:00 PM

&

HALL COUNTY GOVERNMENT CENTER, 2675 BROWN BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809