HALL COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA

Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504
Streamed Live on Hall County Government's Website - www.hallcounty.org
Monday, March 11, 2024 - 03:00 PM

Call to Order

Administration

1 Approve the Addendum to the Intergovernmental Agreement with the City of Gainesville concerning trails, associated greenspace and Community Service Center campus improvements.

2 Approval and authorization for the Chairman to execute a lease agreement between Northeast Georgia Physicians Group, Inc. and Hall County for lease of the Medical Office Building located at 1292 Athens Street, and authorization for the Chairman to execute any and all additional documents necessary to effectuate the lease, subject to review and approval by the County Attorney.

3 Approve the award of RFQ/P #44-024 Demand Services On-Call Commercial Real Estate Brokerage Services for Administration to Norton Commercial & Acreage Group, LLC of Gainesville, GA, Candler Read Estate Group, LLC of Gainesville, GA and Avison Young-Atlanta, LLC of Gainesville, GA. The estimated annual cost to exceed $50,000.00.

Appointments for Consideration

4 Gainesville-Hall Development Authority appointment to serve a term from April 1, 2024 to March 31, 2028. Commission Districts 1, 2, 3, and 4.

5 Chestatee Chattahoochee RC&D Council appointment to serve an unexpired term to December 31, 2024. Commission Districts 1, 2, 3 and 4.

Community Services and Parks

6 Approve the ratification of the application and award for the Georgia County Internship Program (GCIP) Grant for Parks & Leisure Services to hire a County intern in the amount of $2,259.50, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A cash match of $1,000.00 will be required.

Corrections and Maintenance

7 Approve the renewal of annual contract for RFQ/P #43-013 Facilities Grounds Keeping and Lawn Maintenance Services for Facilities Management to BrightView Landscape Services, Inc. of Lawrenceville, GA, in the amount of $200,775.80.

8 Approve the award of IFB #033-44 Courthouse Parking Garage Repairs – Phase II for Facilities Management to Southern Wall Systems II, LLC of Suwanee, GA, in the amount of $274,703.00.

9 Approve the installation and purchase of roof repair and restoration at the Children With Special Needs Building (440 Prior Street, Gainesville) and Courthouse Annex (116 Spring Street, Gainesville) for Facilities Management to National Building Contractors, Inc. (dba NBC Weather Proofing Specialists) of Conyers, GA, in the amount of $935,500.00.

County Attorney

10 Approval and authorization for the Chairman to execute a resolution consenting to the de-annexation from the City of Lula of approximately 1.11 acres of real property located at 0 Old Cornelia Highway, Lula, GA, subject to review and approval by County Attorney.

11 Approval and authorization for the Chairman to execute a resolution consenting to the de-annexation from the City of Oakwood of approximately 2.29 acres of improved real property located at 4526 Railroad Street, Oakwood, GA, subject to review and approval by County Attorney.

12 Approval and authorization for the Chairman to execute a resolution accepting the donation of 4.3 acres of real property located at 1370 Athens Street, Gainesville, GA by Fieldale Farms Corporation for recreational and community purposes, and authorize the Chairman to sign any documents necessary to effectuate the transaction, subject to the review and approval of the County Attorney.

Emergency Management

13 Approve the purchase of one (1) new 2024 Ford F-450 Crew Cab Truck with a Flatbed for Emergency Management to Wade Ford of Smyrna, GA, in the amount of $80,535.00.

Financial Services

14 Approve the award of RFQ/P #44-028 Demand Services for On-Call Fencing Installation for various County departments to Batten Enterprises, Inc. (dba Security Fence Company) of Braselton, GA and Blue Ridge Fence, Inc. of Lula, GA. The estimated annual cost to exceed $50,000.00.

15 Approve the award of RFQ #44-021 Demand Services for General Contractor Services for Hall County Projects for various County departments to Chattahoochee Group, Inc. of Clermont, GA, BM&K Construction, Inc. of Braselton, GA, Scroggs & Grizzel Contracting, Inc. of Clermont, GA, and Hogan Construction Group, LLC of Norcross, GA. The estimated annual cost is $5,700,000.00.

16 Approve the award of RFQ/P #44-027 Demand Services for On-Call Tree Cutting, Removal, and Stump Grinding for various County departments to One Two Tree, LLC of Marietta, GA, AKA Tree Service, LLC of Oakwood, GA, and Atlanta Premier Tree Solutions, LLC of Chattahoochee Hills, GA. The estimated annual cost to exceed $50,000.00.

17 Approve the amendment to the existing Payment Processing Service Agreement with Catalis Payments, LLC (formerly Value Payment Systems, LLC) to add American Express as a payment option for credit card processing within Hall County.

Fire Rescue

18 Approve the sole source purchase of a HAL Emergency Medical Trauma Simulator Manikin for Fire Rescue to Gaumard Scientific Company of Miami, FL, in the amount of $83,739.00.

Planning and Development

19 Approve Change Order #2 for the addition of professional service hours to complete the implementation of the Phase 2 upgrade of Accela Civic Applications software for Planning & Development to Accela, Inc. of San Ramon, CA, in the amount of $38,570.00.

20 **6545 Misty Harbor Court | Use Subject to County Commission Approval |** 17.60.040.H Minor subdivisions | on a 7.41± acre tract on the east side of Misty Harbor Court, approximately 1,000 feet from its intersection with Misty Harbor Lane | Zoned R-I; Tax Parcel 08149 000171 **| Proposed Use: 5-lot subdivision** | Commission District 2 **| Yunsoon Kim, applicant.**

21 **0 Cornelia Highway | Rezone |** from Agricultural Residential IV (AR-IV) and Planned Commercial Development (PCD) to Light Industrial (I-I) | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350± feet north of Cornelia Highway | Zoned AR-IV and PCD (GCOD), Tax Parcel 09030 000030 **| Proposed Use: Self-storage facility |** Commission District 3 **| Double E Properties, LLC, applicant.**

22 **0 Cornelia Highway | Variance |** 17.420.050.C.2.c. to reduce the required transitional buffer from 50 feet to 25 feet | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350± feet north of Cornelia Hwy | Zoned AR-IV and PCD (GCOD), Tax Parcel 09030 000030 **| Proposed Use: Self-storage facility |** Commission District 3 **| Double E Properties, LLC, applicant.**

23 **3655 Friendship Road | Rezone |** from Agricultural Residential (AR-III) to Planned Residential Development (PRD) | on a 10.76± acre tract located on the northeast side of Friendship Road, approximately 230 feet from its intersection with Maple Valley Drive | Zoned AR-III, Tax Parcel 15048 000025 **| Proposed Use: 22-lot single-family development |** Commission District 1 **| 3655 Friendship Rd., LLC, applicant.**

24 **0, 4611,4627 Guth Road & 0, 4561, 4613 J M Turk Road & 4590, 4601, 4610 Stanley Road | Rezone |** from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on 117.31± acres located on the east side of J M Turk Road at its intersection with Guth Road | Zoned AR-III; Tax Parcels 15043 000027, 000109, 000128, 000201 & 15044 000035, 000035B, 000043, 000100, 000127 **| Proposed Use: 324-unit residential development |** Commission District 1 **| Thompson O'Brien Kappler & Nasuti PC, applicant.**

Public Works and Utilities

25 Public hearing to request approval and authorization for the Chairman to execute a resolution for the expansion of a Special Tax District for street lights on Spring Road and Skelton Road in Hall County. Commission District 4.

26 Approval and authorization for the Chairman to execute an Intergovernmental Agreement with the City of Gainesville for collaboration on the design and construction of pedestrian facilities, infrastructure, and streetscape improvements to the Athens Street Corridor from the Martin Luther King, Jr. Boulevard intersection to the Athens Highway / U.S. Highway 129 – South intersection, subject to review and approval by the County Attorney.

27 Approve the ratification of the application for the US Department of Transportation's Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program to provide funds for road improvements for the Spout Springs Road Widening, Phase 2, in the amount of $25,000,000.00. A match of $52,514,602.00 will be required.

28 Approval and authorization for the Chairman to execute a resolution authorizing the exercise of the power of eminent domain, for public road purposes, with regard to the White Sulphur Road Realignment Project, Parcels 1, 3, and 7, Hall County tax parcel numbers 15020A000010, 15020A000012, and 15020A000012A, also known as 2862 White Sulphur Road, 2894 White Sulphur Road, and 3323 Seymour Road, presently owned by DANJI, LLC, and further authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcels, subject to review and approval by the County Attorney.

29 Approval and authorization for the Chairman to execute a resolution authorizing the exercise of the power of eminent domain, for public road purposes, with regard to the White Sulphur Road Realignment Project, Parcels 4, 5, and 6, Hall County tax parcel numbers 15020A000011, 15020A000031, and 15020A000020, also known as 3331 Seymour Road, 3340 Seymour Road, and 3328 Seymour Road, presently owned by Benji B. Miller, and further authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcels, subject to review and approval by the County Attorney.

30 Approval and authorization for the Chairman to execute a resolution authorizing the exercise of the power of eminent domain, for public road purposes, with regard to the White Sulphur Road Realignment Project, Parcel 8, Hall County tax parcel number 15020A000009, also known as 3330 White Sulphur Road, presently owned by Carol Ann Brown and Scott Puckett, Co-Trustees of the William and Patricia Puckett Irrevocable Trust, and further authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcel, subject to review and approval by the County Attorney.

31 Approval and authorization for the Chairman to execute a resolution authorizing the exercise of the power of eminent domain, for public road purposes, with regard to the White Sulphur Road Realignment Project, Parcel 10, Hall County tax parcel number 09108 000066, also known as 3255 White Sulphur Road, presently owned by Shirley Collins, and further authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcels, subject to review and approval by the County Attorney.

County Administrator

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

Commission Time

Adjourn

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

AGENDA ITEM

Administration

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 117/2024

SUBJECT: Approve the Addendum to the Intergovernmental Agreement with the City of Gainesville concerning trails, associated greenspace and Community Service Center campus improvements.

Meetings:

Work Session Date: 03/11/24

Voting Meeting Date: 03/14/24

Executive Summary:

Presenter: KC

Recommendation:
Approve.

Purpose of Request:
This is an addendum to the IGA signed by Hall County and the City of Gainesville in 2021, agreeing to allocate an additional $3.2 million of SPLOST VIII funding for construction of the Airport Connector trail of the Highlands to Islands trail network. The additional funding shall be disbursed no later than 150 days from the execution of the addendum.

History:

The original IGA allocated $2.1 million of SPLOST VIII funding to the Airport Connector; however, construction costs have increased and additional funding is needed.

Facts and Issues:
The Airport Connector has been identified by the Highlands to Islands Trail Committee, comprised of Hall County, Gainesville, Oakwood, Flowery Branch, the GHMPO and the Vision 2030 Trail Committee, as a priority connector for the Highlands to Islands Trail. Gainesville will bid out the construction of the project and will make Hall County aware of any bid or rebid decisions to allow for review and comment. Gainesville has also agreed to consider the use of inmate labor where savings are evident.

Options:

Funding Requested	$ 3,200,000.00
Are funds within current budget?	Yes
Source of Funds	SPLOST VIII

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-03-14

Approvals:

Approve	Budget	Finance	Attorney
KC	EW	WG	WLI
Administration		**Clerk**	
CR		JR	

Attachments:

Financial Supplement
IGA Addendum
Exhibit 1 - H2I Trail Airport Connector Map
Exhibit 2 - 2021 IGA with Gainesville
City of Gainesville Resolution - Adoption of Addendum

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 117/2024

Funds Requested: $ 3,200,000.00

Request Budgeted: Yes

Proposed Source of Funding:

SPLOST VIII

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	324-SPLOST VIII	6149-TRAILS AND GREENSPACE	541400-INFRASTRUCTURE	$3,200,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KC

Phone: 770-297-5504

STATE OF GEORGIA

COUNTY OF HALL

ADDENDUM TO INTERGOVERNMENTAL AGREEMENT CONCERNING TRAILS AND ASSOCIATED GREENSPACE AND COMMUNITY SERVICE CENTER CAMPUS IMPROVEMENTS

This Addendum, entered into as of the _____ day of _____ 2024, by and between HALL COUNTY, GEORGIA, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Hall County, Georgia, (hereinafter referred to as "Hall County"), and the CITY OF GAINESVILLE, a municipal corporation by and through its duly authorized governing body, the Mayor and City Council of Gainesville, Georgia (hereinafter referred to as "Gainesville"), relating to the funding and construction of a segment of the Highlands to Islands trail known as the "Airport Connector" as shown on Exhibit 1. This Addendum as it relates to such issues shall provide as follows:

WHEREAS, Hall County and Gainesville entered into an Intergovernmental Agreement dated December 9, 2021 ("2021 IGA") as shown on Exhibit 2, outlining the responsibilities and obligations of each party as to the design and construction of a segment of the Highlands to Islands trail known as the "Airport Connector"; and

WHEREAS, the Airport Connector has been identified by the Highlands to Islands Trail Committee, comprised of Hall County, Gainesville, Oakwood, Flowery Branch, Greater Hall MPO and the Vision 2030 Trail Committee, as a priority connector for the Highlands to Islands Trail; and

WHEREAS, due to the priority of the Airport Connector as a connector for the Highlands to Islands Trail, it is necessary to amend the 2021 IGA, to include the agreement of Hall County

to allocate an additional $3,200,000 of SPLOST VIII funding for the construction of the Airport Connector of the Highlands to Islands Trail; and

WHEREAS, the Airport Connector will provide substantial benefits to the residents of Gainesville and Hall County who utilize the Highlands to Islands Trail;

NOW, THEREFORE, it is agreed by and between Hall County and Gainesville as follows:

1.

Hall County shall fund a portion of the construction of the Airport Connector through the use of special purpose local option sales tax as permitted by the SPLOST VIII Resolution as approved by the qualified voters of Hall County.

2.

Hall County agrees to allocate an additional $3,200,000 of SPLOST VIII funding for the construction of the Airport Connector of the Highlands to Islands Trail, in addition to the $2,100,000 of SPLOST VIII funding already allocated through the 2021 IGA.

3.

Gainesville agrees to bid out the construction of the project. In doing so, Gainesville will comply with all of the State of Georgia's, the County's and the City's public bidding requirements. Gainesville shall award the bid or rebid the Airport Connector, in its sole discretion; however, Gainesville will make Hall County aware of any bid or rebid decisions to allow for review and comment. Gainesville agrees to consider the use of inmate labor where cost savings are evident.

4.

Gainesville shall maintain all financial records representing expenditures incurred in the bidding and construction of the project and shall provide copies of such to the County concurrent with the receipt of payments made by Hall County to Gainesville as provided in paragraph 5 hereof.

To ensure that SPLOST VIII funding is sufficient to satisfy project expenditures, the parties agree to plan and undertake the completion of such project on a timeline consistent with sales tax collections.

5.

a. Gainesville shall deposit their funds in the existing Airport Connector account (the "Airport Connector Account") within the Gainesville Special Purpose Local Option Sales Tax Fund (the "SPLOST Fund") created in accordance with the 2021 IGA to record deposits and expenditures for this project. Gainesville shall act as the depository and custodian of the SPLOST VIII proceeds received by Gainesville upon such terms and conditions as may be acceptable to Gainesville. Upon receipt of the disbursement of the SPLOST funds from Hall County under paragraph 5(b) below, such funds from Hall County shall be deposited in the Airport Connector Account.

b. Hall County shall disburse three million two hundred thousand dollars ($3,200,000.00) from the Level II Projects subaccount to Gainesville for the Airport Connector project in one (1) payment payable no later than one-hundred and fifty (150) days from the date the last party hereto executes this Addendum.

c. Should the Airport Connector project be completed at a cost less than $5,300,000,

any remaining funds in the Airport Connector Account shall be returned to Hall County.

6.

The term of this Addendum shall be for a period beginning with the date that the last party hereto executes this Addendum, and ending upon completion of the Airport Connector as well as completion of payments, expenditures and disbursements from the Airport Connector Account.

7.

Builder's risk insurance shall be maintained during construction by Gainesville, which may require such insurance as a provision of the construction contract. In the event any portion of the Airport Connector is damaged, or destroyed, all insurance proceeds shall be applied to the replacement and completion of the Airport Connector.

8.

This Addendum and the 2021 IGA constitute the sole agreement of the parties as to the Airport Connector and shall be binding on the parties and the successors in office of the governing bodies of each party.

9.

Hall County shall indemnify and hold harmless Gainesville, its agents, contractors, employees and assigns from any and all claims resulting from any fault of Hall County to the extent authorized by law.

10.

Gainesville shall indemnify and hold harmless Hall County, its agents, contractors, employees and assigns from any and all claims resulting from any fault of Gainesville to the extent authorized by law.

11.

The terms of this Addendum shall not be altered, amended or modified except in writing signed by duly authorized officers or representatives of Hall County and Gainesville.

12.

This Addendum shall be construed under the laws of the State of Georgia. Jurisdiction and venue shall be in the Superior Court of Hall County, Georgia.

13.

If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Addendum shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Addendum as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Addendum not held to be invalid. It is hereby declared to be the intent of Hall County and Gainesville to provide separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.

Any notice or communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail addressed as follows:

City of Gainesville
ATTN: City Manager
P. O. Box 2496
Gainesville, GA
30503

Hall County Commission
ATTN: County Administrator
P. O. Box 1435
Gainesville, GA 30503

or to such other address as either party may designate for itself by written notice to the other given from time to time, in the manner herein provided.

IN WITNESS WHEREOF, the parties hereto, by and through their Chief Executive Officers, have executed this Addendum the date and year above.

CITY OF GAINESVILLE, GEORGIA

By: _____
W. Samuel Couvillon, Mayor

Attest: _____
Denise Jordan, City Clerk

Date: March 5, 2024

Approved as to Form:

_____
City Attorney

HALL COUNTY, GEORGIA

By: _____
Richard Higgins, Chairman

Attest: _____
Jennifer Rivera, County Clerk

Date: _____

Approved as to Form:

_____
County Attorney

GAINESVILLE

HIGHLANDS TO ISLANDS TRAIL CONNECTIONS

STATE OF GEORGIA

COUNTY OF HALL

INTERGOVERNMENTAL AGREEMENT CONCERNING
TRAILS AND ASSOCIATED GREENSPACE AND
COMMUNITY SERVICE CENTER CAMPUS IMPROVEMENTS

This Intergovernmental Agreement, entered into as of the 9th day of December 2021, by and between HALL COUNTY, GEORGIA, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Hall County, Georgia, (hereinafter referred to as "Hall County"), and the CITY OF GAINESVILLE, a municipal corporation by and through its duly authorized governing body, the Mayor and City Council of Gainesville, Georgia (hereinafter referred to as "Gainesville"), the purpose of which is to set forth the responsibilities and obligations of each party as to 1) the design and construction of a segment of the Highlands to Islands trail known as the "Airport Connector" as shown on Exhibit 1 and 2) the Community Service Center Campus Improvements. This Agreement as it relates to such issues shall provide as follows:

WHEREAS, Hall County and the qualified municipalities of Hall County entered into an Intergovernmental Agreement dated August 22, 2019 ("IGA") naming and allocating projects to be funded through a special one percent (1%) sales and use tax to be approved by the voters of Hall County ("SPLOST VIII'"); and

WHEREAS, included within the terms of Exhibit "A" of the IGA were two county-wide Level II Projects for Hall County described as 1) Trails and Associated Greenspace with an estimated $7,000,000 cost allocation and 2) Community Service Center Campus Improvements with an estimated $250,000 cost allocation; and

WHEREAS, the Qualified Voters of Hall County on November 5, 2019, by special

election, approved a special one percent (1%) sales and use tax to be levied within Hall County for a period of six (6) years for the raising of approximately $216,960,000 for the purpose of funding certain capital outlay projects within the incorporated and unincorporated areas of Hall County; and

WHEREAS, Gainesville has been planning, constructing, expanding and maintaining a trail system in the City; and

WHEREAS, Hall County has been planning, constructing, expanding and maintaining a trail system in the County; and

WHEREAS, a critical connection of the trail system between Gainesville and Hall County, known as the Airport Connector and shown on Exhibit 1, needs to be designed and constructed; and

WHEREAS, the Airport Connector has been identified by the Highlands to Islands Trail Committee, comprised of Hall County, Gainesville, Oakwood, Flowery Branch, Greater Hall MPO and the Vision 2030 Trail Committee, as a priority connector for the Highlands to Islands Trail; and

WHEREAS, Hall County agrees to allocate $2,100,000 of SPLOST VIII funding for the design and construction of the Airport Connector of the Highlands to Islands Trail; and

WHEREAS, Hall County and Gainesville agree to jointly participate in the Community Service Center and recognize the need for improvements to facilitate better flow and access around the campus; and

WHEREAS, Hall County agrees to allocate $250,000 to the Community Service Center Campus Improvements; and

WHEREAS, the Airport Connector and Community Service Center Campus

Improvements will provide substantial benefits to the residents of Gainesville and Hall County who utilize the Highlands to Islands Trail and Community Service Center;

NOW, THEREFORE, it is agreed by and between Hall County and Gainesville as follows:

1.

Hall County shall fund 1) a portion of the design and construction of the Airport Connector through the use of special purpose local option sales tax in the amount of $2,100,000 and 2) the Community Service Center Campus Improvements in the amount of $250,000 as permitted by the SPLOST VIII Resolution as approved by the qualified voters of Hall County, and as set forth in the IGA.

2.

Gainesville and Hall County mutually agree that the route for the Airport Connector, as more particularly described on Exhibit 1, which is attached hereto and by this reference made a part hereof, is the most suitable route upon which to connect the Highlands to Islands Trail.

3.

Gainesville shall contract for professional services as necessary for the design and implementation of construction of 1) the Airport Connector and 2) the Community Service Center Campus Improvements, including but not limited to, civil plans and drawings, engineering and surveying services. All design and engineering decisions shall be made by Gainesville; however, Gainesville will make all civil plans and drawings available to Hall County for its review, comment and approval.

Gainesville agrees to bid out the construction of the projects. In doing so, Gainesville

will comply with all of the State of Georgia's, the County's and the City's public bidding requirements. Gainesville shall award the bid or rebid the Airport Connector, in its sole discretion; however, Gainesville will make Hall County aware of any bid or rebid decisions to allow for review and comment. Gainesville agrees to consider the use of inmate labor where cost savings are evident.

4.

Gainesville shall maintain all financial records representing expenditures incurred in the design, bidding, engineering, construction and equipping of the projects, and shall provide copies of such to the County concurrent with the receipt of payments made by Hall County to Gainesville as provided in paragraph 5 hereof.

To ensure that SPLOST VIII funding is sufficient to satisfy project expenditures, the parties agree to plan and undertake the completion of such project on a timeline consistent with sales tax collections.

5.

a. Gainesville shall deposit their funds in the existing Gainesville Special Purpose Local Option Sales Tax Fund (the "SPLOST Fund"). Gainesville shall create separate accounts for the Airport Connector and Community Service Center Campus Improvements within the SPLOST Fund to record deposits and expenditures for these joint projects. Gainesville shall act as the depository and custodian of the SPLOST VIII proceeds received by Gainesville upon such terms and conditions as may be acceptable to Gainesville. Upon receipt of the annual disbursement of the SPLOST Funds from Hall County under paragraph 5(b) below, such funds from Hall County shall be deposited in the SPLOST Fund and accounted for in the respective project accounts.

b. Hall County shall receive SPLOST VIII tax proceeds from the State as required by statute and the SPLOST VIII IGA and allocate such tax proceeds into the SPLOST Fund in accordance with the terms of the SPLOST VIII IGA.

(i) Hall County shall further allocate proceeds and deposit from the SPLOST VIII proceeds into the Level II Projects subaccount in accordance with Exhibit "A" of the SPLOST VIII IGA on a monthly basis until the County's Level II Projects including the 1) Trails and Associated Greenspace and 2) Community Service Center Campus Improvements have been fully funded based on the allocation levels set out in Exhibit "A" to the SPLOST VIII IGA in an amount not less than the sum of $35,871,920.00.

(ii) Hall County shall disburse **two million one hundred thousand dollars** ($2,100,000.00) from the Level II Projects subaccount to Gainesville for the Airport Connector Project in three (3) equal annual payments of **seven hundred thousand dollars** ($700,000) payable beginning in December 2021 and ending December 2023. Should the Airport Connector Project be completed at a cost less than $2,100,000, any remaining funds in the Airport Connector Account shall be returned to Hall County.

(iii) Hall County shall disburse **two hundred fifty thousand dollars** ($250,000) from the Level II Projects subaccount to Gainesville for the Community Service Center Campus Improvements in one payment of two hundred and fifty thousand dollars ($250,000) payable beginning in December 2021. Should the Community Service Center Campus Improvements be completed at a cost less than $250,000, any remaining funds in the Community Service Center Campus Improvement Account shall be returned to Hall County.

6.

The term of this Agreement shall be for a period beginning with the date that the last party hereto executes the Agreement, and ending upon completion of the Airport Connector

and Community Service Center Campus Improvements as well as completion of payments, expenditures and disbursements from the Airport Connector Account and Community Service Center Campus Improvements Account set forth under paragraph 5 above.

7.

Builder's risk insurance shall be maintained during construction by Gainesville, which may require such insurance as a provision of the construction contract. In the event any portion of the Airport Connector or Community Service Center Campus Improvements is damaged, or destroyed, all insurance proceeds shall be applied to the replacement and completion of the Airport Connector or Community Service Center Campus Improvements, whichever is applicable.

8.

This Agreement constitutes the sole agreement of the parties as to the Airport Connector and Community Service Center Campus Improvements and shall be binding on the parties and the successors in office of the governing bodies of each party.

9.

Hall County shall indemnify and hold harmless Gainesville, its agents, contractors, employees and assigns from any and all claims resulting from any fault of Hall County to the extent authorized by law.

10.

Gainesville shall indemnify and hold harmless Hall County, its agents, contractors, employees and assigns from any and all claims resulting from any fault of Gainesville to the extent authorized by law.

11.

The terms of this Agreement shall not be altered, amended or modified except in writing signed by duly authorized officers or representatives of Hall County and Gainesville.

12.

This Agreement shall be construed under the laws of the State of Georgia. Jurisdiction and venue shall be in the Superior Court of Hall County, Georgia.

13.

If any paragraph, subparagraph, 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 construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of Hall County and Gainesville to provide separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.

14.

Any notice or communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail addressed as follows:

City of Gainesville
ATTN: City Manager
P. O. Box 2496
Gainesville, GA
30503

Hall County Commission
ATTN: County Administrator
P. O. Box 1435
Gainesville, GA 30503

or to such other address as either party may designate for itself by written notice to the other given from time to time, in the manner herein provided.

IN WITNESS WHEREOF, the parties hereto, by and through their Chief Executive Officers, have executed this Agreement the date and year above.

CITY OF GAINESVILLE, GEORGIA

By: _____
C. Danny Dunagan, Jr., Mayor

Attest: _____
Denise Jordan, City Clerk

Date: November 16, 2021

HALL COUNTY, GEORGIA

By: _____
Richard Higgins, Chairman

Attest: _____
Lisa A. Ritchie, County Clerk

Date: December 9, 2021

Approved as to Form:

_____
City Attorney

CITY OF GAINESVILLE GEORGIA CHARTERED 1821

Approved as to Form:

_____
County Attorney

EXHIBIT 1

AIRPORT CONNECTOR OF THE HIGHLANDS TO ISLANDS TRAIL

EXHIBIT 1

GAINESVILLE

HIGHLANDS TO ISLANDS TRAIL CONNECTIONS

RESOLUTION BR-2024-07

ADOPTION OF ADDENDUM TO INTERGOVERNMENTAL AGREEMENT CONCERNING TRAILS AND ASSOCIATED GREENSPACE AND COMMUNITY SERVICE CENTER CAMPUS IMPROVEMENTS

WHEREAS, Hall County and the qualified municipalities of Hall County entered into an Intergovernmental Agreement dated August 22, 2019, naming and allocating projects to be funded through a special one percent (1%) sales and use tax to be approved by the voters of Hall County ("SPLOST VIII"), which included a county-wide Level II project described as Trails and Associated Greenspace; and

WHEREAS, Hall County and Gainesville entered into an Intergovernmental Agreement dated December 9, 2021 ("2021 IGA"), outlining the responsibilities and obligations of each party as to the design and construction of a segment of the Highlands to Islands trail known as the "Airport Connector;" and

WHEREAS, the Airport Connector has been identified by the Highlands to Islands Trail Committee, comprised of Hall County, Gainesville, Oakwood, Flowery Branch, Greater Hall MPO and the Vision 2030 Trail Committee, as a priority connector for the Highlands to Islands Trail; and

WHEREAS, the Airport Connector will provide substantial benefits to the residents of Gainesville and Hall County who utilize the Highlands to Islands Trail; and

WHEREAS, due to the importance of expanding the Highlands to Islands Trail by construction of the Airport Connector, it is necessary to amend the 2021 IGA to allocate additional SPLOST VIII funding and to establish certain responsibilities with regard to the use of the SPLOST VIII money for the Airport Connector; and

WHEREAS, the terms of the responsibilities have been reduced to writing in the Addendum to Intergovernmental Agreement Concerning Trails and Associated Greenspace and Community Service Center Campus Improvements, which is attached hereto ("Addendum").

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Clerk, and City Attorney to execute the Addendum.

BE IT FURTHER RESOLVED THAT the City of Gainesville Mayor, City Manager, and/or City Attorney are authorized to sign all documents necessary to effectuate the terms of the Addendum.

Adopted this 5th day of March, 2024.

RESOLUTION BR-2024-07

ADOPTION OF ADDENDUM TO INTERGOVERNMENTAL AGREEMENT CONCERNING TRAILS AND ASSOCIATED GREENSPACE AND COMMUNITY SERVICE CENTER CAMPUS IMPROVEMENTS

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

4879-9930-9993, v. 1

CITY OF GAINESVILLE GEORGIA CHARTERED 1821

AGENDA ITEM

Administration

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 101/2024

SUBJECT: Approval and authorization for the Chairman to execute a lease agreement between Northeast Georgia Physicians Group, Inc. and Hall County for lease of the Medical Office Building located at 1292 Athens Street, and authorization for the Chairman to execute any and all additional documents necessary to effectuate the lease, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 03/11/24

Voting Meeting Date: 03/14/24

Executive Summary:

Presenter: KC

Recommendation:
Approval

Purpose of Request:
Approval and authorization for the Chairman to execute a lease agreement between Northeast Georgia Physicians Group, Inc. and Hall County for lease of the Medical Office Building located at 1292 Athens Street, and authorization for the Chairman to execute any and all additional documents necessary to effectuate the lease, subject to review and approval by the County Attorney.

History:

NGPG has leased approximately 6,000 square feet of space in the Hall County Health Department since 2008, providing indigent care to the surrounding community in that leased space. The lease was extended in 2012 and again in 2016.

Facts and Issues:

Options:

As a part of the Health Department Campus Renovation Project, a new 7,632-square-foot medical office building has been constructed next to the existing Health Department facility. Once complete, which is expected in late July/early August, 2024, NGPG staff will move into that facility, leaving one wing of the Health Department vacant. Renovations will then begin on the existing Health Department facility, using the vacant wing as temporary space during construction/remodeling. Once complete, the vacant space will also be renovated, allowing Health Department operations to expand and become more efficient. The overall construction project is being funded by ARPA.

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	NA
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?	2024-03-14

Approvals:

Approve	Budget	Finance	Attorney
KC	TS	WG	WLI
Administration		**Clerk**	
CR		JR	

Attachments:

Lease with Hall County executed by NGPG

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 101/2024

Funds Requested: $ 0.00

Request Budgeted: No

Proposed Source of Funding:

NA

Budget Transfer Requested:

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KC

Phone: 770-297-5504

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LEASE AGREEMENT

STATE OF GEORGIA
HALL COUNTY

THIS LEASE is made and entered into by and between **HALL COUNTY**, a political subdivision of the State of Georgia (hereinafter called "Lessor") and **NORTHEAST GEORGIA PHYSICIANS GROUP, INC.**, a Georgia not-for-profit corporation (hereinafter called "Lessee"), with its principal offices located at 743 Spring Street NE, Gainesville, Georgia 30501.

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement dated September 25, 2008 and extended through extensions dated May 3, 2012 and November 10, 2016, under which Lessee leases approximately 6,000 square feet in the building occupied by the Hall County Health Department (hereinafter "Health Department Space"); and

WHEREAS, Lessor has determined that the Health Department requires additional and remodeled space to fulfill its mission; and

WHEREAS, Lessor has determined that, in order to better serve the needs of Hall County residents, Lessor will construct an additional building which will be leased to Lessee under the terms and conditions provided below;

NOW, THEREFORE, in consideration of the mutual benefits, covenants, and conditions herein set forth, the parties hereto agree as follows:

1. Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor Seven Thousand Six Hundred Thirty Two (7,632) square feet ("Premises" or "Leased Premises"), which constitutes the entire building under construction at the location labeled as "Proposed Medical Office Building" and included as part of the campus located at 1292 Athens Street, Gainesville, Georgia 30501, which location is marked in red on **Exhibit "A"** attached hereto and by this reference incorporated herein. As part of this Lease, Lessee shall have use of the other areas on the campus depicted on Exhibit "A", including access drives, parking, dumpster and other spaces as further described in this Lease (said areas collectively referred to as "Campus"). The floor plan for the Premises is attached hereto as **Exhibit "B"** and by this reference incorporated herein. The parties understand and agree that Exhibits A and B are conceptual and subject to minor changes and modifications during the construction process, provided that both parties agree to said changes and modifications.

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2. Term.

(a) The parties understand and agree that the Premises is under construction and will not be ready for occupancy until an occupancy permit is issued and the building is otherwise ready for occupancy for purposes of providing a primary care clinic. Lessor estimates this date to be July 31, 2024. The parties agree to cooperate in good faith to determine the date for occupancy ("Occupancy Date").

(b) The term of this Lease shall commence on the date hereinafter agreed to by the parties as the Occupancy Date ("Effective Date"), and shall terminate at midnight on **December 31, 2044** ("Initial Term"). Provided Lessor has not given notice of termination under subparagraph 2(c) below, Lessee shall have the option of three renewal terms of five (5) years each (each hereafter referred to as a "Renewal Term"). Unless Lessee gives notice sixty (60) days before the end of the Initial Term or the end of either the first or second Renewal Terms that it does not wish to exercise its option to renew, this Lease will automatically renew. If Lessee determines that it will discontinue providing a primary care clinic in the Premises, it may terminate this Lease with ninety (90) days advance written notice.

(c) Notwithstanding the foregoing provision, this Lease shall terminate absolutely and without further obligation on the part of Hall County on December 31 of the calendar year of the Initial Term or any Renewal Term; provided, however, that the Lease shall automatically renew for each year of the Initial Term and any Renewal Term unless either Lessor or Lessee gives notice to the other party by July 1 of its intent to terminate the Lease at the end of the calendar year.

(d) The Parties acknowledge and agree that Lessee will continue occupying its current 6,000 square foot space in the Health Department building ("Health Department Space") until a reasonable time after the Occupancy Date. The parties agree to cooperate in good faith to ensure an orderly transition from the Health Department Space to the Leased Premises.

3. Purposes/Rent/Compliance.

(a) Yearly rental for the Premises shall be Ten Dollars ($10.00) and other good and valuable consideration. As consideration for the Lease of the Premises, Lessee agrees to maintain and staff a primary care medical clinic and provide medical care to Hall County residents including medically under-served residents, on a sliding fee scale, based on the patient's ability to pay. The parties hereto agree that assisting Hall County in providing access to primary care for its medically indigent and medically underserved populations shall serve as additional consideration for this Lease.

(b) The parties hereto expressly acknowledge that the consideration provided for in this lease has resulted from arms-length negotiations between the parties, has not been determined in any manner that takes into account the volume or value of any referrals or business otherwise generated between the parties, and as to the best knowledge of each party is

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consistent with the fair market value for the space leased as set forth in this Lease Agreement. Neither party shall take any action in violation of the federal Anti-kickback Statute and the regulations promulgated thereunder, or the federal limitations on certain self-referrals (a/k/a Stark I and Stark II) and the regulations promulgated there under, or the Georgia Patient Self-Referral Act and the regulations promulgated there under.

4. Signage. Lessor shall provide Campus signage, which shall include entry monument signage with space for signage and logo provided for NGPG, substantially in accordance with the renderings attached as **Exhibit "C"**. Lessor also will provide directional signage to assist visitors and patients with orderly navigation to the Leased Premises. Lessor agrees that Lessee can erect one or more building mounted signs, and Lessor will cooperate in good faith to assist Lessee in obtaining any permits necessary for such signs. Lessee will be responsible for any costs associated with obtaining and installing such building mounted signage.

5. Maintenance and Repairs.

(a) Lessee shall not cause or permit any waste, damage, or injury to the Leased Premises.

(b) Lessor, at its sole expense, shall keep the Leased Premises as now or hereafter constituted with all improvements made thereto and the adjoining sidewalks, curbs, walls, parking areas, landscaping, and access roads clean and in good condition (reasonable wear and tear excepted) and shall make all maintenance, repairs and replacements, other than those of a cosmetic nature, whether ordinary or extraordinary, seen or unforeseen, necessary to maintain the Leased Premises.

(c) Lessor also shall be responsible for all Capital Maintenance. Capital Maintenance shall be defined as the necessary repair or replacement of the roof, walls, structural components, or the mechanical systems (HVAC, plumbing, etc.), fixtures, flooring, telephone, internet or electrical lines of the building located upon the Leased Premises.

6. Office and Grounds Upkeep and Utility Bills.

(a) Utilities: As part of the construction of the Leased Premises, Lessor shall separately meter the building for sanitary sewer, gas, water and electricity. Any costs associated with establishment of service, including fees associated with purchasing or installing needed meters, will be the responsibility of Lessor. As of the Occupancy Date, Lessee shall transfer service for sanitary sewer, gas, water and electricity in its own name and shall be responsible for payment of any bills in connection with said services. Also, as part of the construction of the Leased Premises, Lessor shall install the lines and infrastructure reasonably necessary for internet, telephone and facsimile service. Lessee shall be reasonable for establishing and paying any bills in connection with said services.

(b) Pest Control, Waste Removal and Grounds. Lessor will be responsible for lawn services, including snow and ice removal, and pest control for the Premises and the Campus.

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Lessor will provide one or more dumpsters or similar waste containers, including waste removal, to serve the Premises.

(c) **Medical Waste/Janitorial**: Lessee shall be responsible for janitorial services for the Premises. Lessee, at its own expense, shall be responsible for disposing of any medical waste or similar waste which may not be placed in the waste containers provided by Lessor.

(d) **Keys, Security and Mailbox:** Keying and other security measures will be as agreed to by the parties. Lessor will provide a mailbox suitable for use for mail delivery in a mutually agreed on location.

7. **Use.** The Leased Premises shall be used exclusively for operation of a primary care clinic and related services.

8. **Parking**. Lessee and Lessee's employees, patients, agents, invitees, and guests are authorized to utilize at no additional cost the parking lot located adjacent to the Premises and elsewhere on the Campus. Other than those spaces designated as handicapped, no spaces will be reserved or designated for use exclusively by Lessor, Lessee or other visitors, employees or users of the Campus or Leased Premises.

9. **Assignment**. Lessee shall not assign, mortgage, or encumber this Lease, nor sublet or permit the Leased Premises or any part thereof to be used by others, other than Northeast Georgia Health System, Inc., or one of its subsidiaries, without the advance consent of Lessor, which consent shall not be unreasonably withheld. Any sublease to Northeast Georgia Health System, Inc. or its subsidiaries shall be for the purposes stated in Paragraph 3(a) above, unless otherwise agreed to by the parties.

10. **Taxes and Insurance.** Lessor shall be responsible for the ad valorem taxes, if any, on the Premises. Lessee shall be responsible for any ad valorem taxes, if any, on its furnishings and equipment in the Premises. Likewise, Lessor shall pay the premium for any hazard insurance it may desire on the Premises and Lessee shall pay the premium for hazard insurance on all furnishings and equipment Lessee places in the Premises.

11. **Default.**

(a) Any one or more of the following events shall constitute an event of default by Lessee under this Agreement, to wit:

(i) If Lessee fails to fully perform any of the terms or provisions of this Agreement and fails to remedy such failure of performance within thirty (30) days after receipt of written notice from Lessor.

(ii) If Lessee files a voluntary petition in bankruptcy, or for the reorganization or the adoption of any arrangement under the Federal Bankruptcy Act; or makes an assignment for benefit of his creditor; or consents to the appointment of a receiver for all or a substantial part of his property; or is adjudicated a bankrupt; or a

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court order is entered appointing a receiver or trustee for all or a substantial part of Lessee's property; or, by court order, there is approved an involuntary petition filed for, or affecting an arrangement in bankruptcy, or for a reorganization pursuant to the aforementioned bankruptcy act; or, a court assumes custody by attachment or otherwise of all or a significant part of Lessee's property.

(b) In the event of any default described in subparagraph (a) of this paragraph, Lessor shall have the right to reenter or repossess the Leased Premises and dispossess and remove therefrom Lessee, or other occupants thereof, and their effects, without being liable to any prosecution therefor. In such case, Lessor may, at his option, relet the Leased Premises or any part thereof, as the agent of Lessee, and Lessee shall pay Lessor the difference between the rent hereby reserved and agreed to be paid by Lessee for the portion of the term remaining at the time of reentry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term, together with all reasonable expenses including brokerage fees and attorney's fees and cost of alteration and repair to the Leased Premises necessary for the reletting of the Premises. Lessee shall remain responsible for any rent accrued but unpaid to the time of the reletting of the Leased Premises.

12. **Notices.** Any notices required to be given pursuant to the provisions of this Agreement shall be sufficient if in writing and sent by United States registered mail, enclosing such notice in a postage prepaid envelope addressed to the party being given such notice at the address of such party set forth below.

Lessor:

Hall County, Georgia
P. O. Drawer 1435
Gainesville, GA 30503
Attn: Chair

Lessee:

Northeast Georgia Physicians Group, Inc.
743 Spring Street
Gainesville, Georgia 30501
Attn: NGPG President and CAO

with a copy to

Northeast Georgia Health System, Inc.
743 Spring Street
Gainesville, Georgia 30501
Attn: Director of Strategic Real Estate Services

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13. No Estate in Land. This Agreement shall create the relationship of Lessor and tenant between Lessor and Lessee; no estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy and sale and not assignable by Lessee except by Lessor's consent.

14. Destruction of or Damage to Leased Premises.

In the event that the Leased Premises are damaged or destroyed by any cause, Lessor will proceed with reasonable promptness to restore the same to the condition existing prior to such damage or destruction.

(a) In the event that the building upon the Leased Premises or the Campus are damaged to the extent that the building cannot be reasonably used for the purposes herein called for, then at the option of the Lessee, upon written notice from Lessee to Lessor within sixty (60) days after such damage or destruction, the Lease shall terminate. If the Lease is not so terminated, Lessor will promptly repair the damage at Lessor's expense but only to the extent of insurance proceeds available. Lessor's repair obligations shall not exceed that of returning the Premises to substantially the same condition as existing prior to the casualty.

(b) To the extent that the Lessee shall be deprived of the use and occupancy of the Leased Premises, or any portion thereof, during the repair of such destruction, Lessee shall, unless such damage or destruction is caused by the negligence of Lessee, its agents or employees, be relieved of the ratable proportions of the rental and other consideration specified in Subparagraph 3(a) from and after the date of such damage or destruction.

15. Condemnation. If the whole of the leased premises, or such portion thereof as will make the premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Lessee nor Lessor shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the lease as herein provided.

16. Indemnification and Waiver of Certain Claims.

(a) Lessee: To the extent allowed by law, Lessee hereby releases Lessor from all liability for and indemnifies and holds harmless Lessor against all losses, costs, expenses, and liabilities incurred by Lessor as a result of: (i) Lessee's failure to fulfill any term or condition of this Lease; (ii) any damage arising as a result of any negligent act or omission of Lessee or by anyone for whose negligent acts Lessee is responsible; (iii) injury occurring in or about the Premises or Building to Lessee's employees, invitees, or licensees as a result of any negligent act or omission of Lessee or of Lessee’s employee or agent; (iv) Lessee's failure to comply with any requirements imposed on Lessee by any governmental authority; and (v) any judgment, lien, or other encumbrance filed against the Premises or the Building as a result of Lessee's

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actions or arising by or through Lessee. Lessee, to the extent permitted by law, waives all claims it may have against Lessor, and against Lessor's agents and employees, for damage to person or property sustained by Lessee or by any occupant of the Premises, or by any other person, resulting from any part of the Property or any equipment or appurtenances becoming out of repair or resulting from any accident in or about the Property or resulting directly or indirectly from any act or neglect of any Lessee or occupant of any part of the Property or of any other person, unless such damage is the result of the negligence of Lessor, failure of Lessor to make repairs or perform maintenance as required by this Lease or local, state or federal laws, regulations or ordinances, or Lessor's agents or employees acting within the scope of their employment. All personal property belonging to Lessee or any occupant of the Premises that is in or on any part of the Property shall be there at the risk of Lessee or of such other person only, and Lessor and its agents and employees shall not be liable for any damage thereto or for the theft or misappropriation thereof unless due to the negligence of Lessor or Lessor's agents or employees. The obligation of Lessee to indemnify Lessor and certain other persons shall survive any termination or cancellation of this Lease.

(b) Lessor: To the extent allowed by law, Lessor hereby releases Lessee from all liability for and indemnifies and holds harmless Lessee against all losses, costs, expenses, and liabilities incurred by Lessee as a result of: (i) Lessor's failure to fulfill any term or condition of this Lease; (ii) any damage arising as a result of any negligent act or omission of Lessor or by anyone for whose negligent acts Lessor is responsible; (iii) any injury occurring in or about the Premises or Building to Lessor's employees, invitees, or licensees as a result of any negligent act or omission of Lessor or Lessor's employees or agents or failure of Lessor to make repairs or perform maintenance as required by this Lease or local, state or federal laws, regulations or ordinances; (iv) Lessor's failure to comply with any requirements imposed on Lessor by any governmental authority; and (v) any judgment, lien, or other encumbrance filed against the Premises or the Building as a result of Lessor's actions or arising by or through Lessor. Lessor, to the extent permitted by law, waives all claims it may have against Lessee, and against Lessee's agents and employees, for damage to person or property sustained by Lessor or by any occupant of the Premises, or by any other person, resulting from any part of the Property or any equipment or appurtenances becoming out of repair or resulting from any accident in or about the Property or resulting directly or indirectly from any act or neglect of any tenant or occupant of any part of the Property or of any other person, unless such damage is the result of the negligence of Lessee's agents or employees acting within the scope of their employment. The obligation of Lessor to indemnify Lessee and certain other persons shall survive any termination or cancellation of this Lease.

17. Subordination. This Lease is made with the understanding that the Lessor may, from time to time, desire to encumber the Lessor's interest in the Leased Premises with a mortgage or mortgages and may desire, in connection with the creation of such mortgage or mortgages, to cause the within Lease to be made subordinate in lien and dignity and claim to the lien of such mortgage or mortgages.

Lessee, therefore, covenants and agrees with the Lessor that Lessee will, from time to time, at the request of Lessor, execute an instrument or instruments in such form as may be required by

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Lessor, or by any mortgagee, so as to entitle it to recording to subordinate the within Lease and the rights of Lessee thereunder to the lien and dignity of such mortgage or mortgages, provided that any such mortgage shall provide that this Lease shall continue in full force and effect notwithstanding foreclosure thereunder, so long as Lessee shall not be in default and shall comply with all the terms and conditions hereof; and in such event Lessee shall attorn to the mortgagee, or its assigns.

18. Surrender of Leased Premises. Lessee shall, upon the expiration or termination of this Lease for any reason whatsoever, surrender to Lessor the Leased Premises, in as good order as at the commencement or occupancy hereof, except for reasonable wear and tear thereof. Lessee shall not be required to remove alterations, additions and improvements made by Lessee. Upon the expiration or proper termination of this Lease, Lessee may remove all moveable furniture, fixtures, trade fixtures, medical equipment, and other items of personal property (collectively, "Lessee's Furniture and Fixtures") which do not constitute alterations or improvements which the Lessee has placed in the Premises, provided Lessee repairs all damages to the Premises and the Building caused by such removal. Any of Lessee's Furniture and Fixtures not removed within twenty (20) business days after termination shall be deemed abandoned and Lessor may, at its option, have the same removed at Lessee's expense.

19. Legality: As of the date of the execution and delivery of this Lease, the parties, in good faith, believe that the covenants contained herein, the relationship created hereby and this Lease as a whole are in compliance with all existing laws, regulations and interpretations thereof. However, the parties recognize that interpretations of existing laws have evolved over time, particularly in the health care area, and the parties hereto agree that the following shall be deemed illegalities ("Illegality") hereunder: in the event either is advised in good faith by counsel that the continued participation of that party in this Lease is illegal or could result in the imposition of a civil penalty or a criminal fine or imprisonment, or in the event that a state or federal governmental agency having jurisdiction of either party determines that such participation by a party hereto is illegal. Upon the occurrence of an Illegality, the parties agree as follows:

(1) to, in good faith, seek to arrive at an amendment to this Agreement which would resolve such Illegality; or

(2) absent a timely amendment resolving such Illegality, either party hereto may terminate this Lease Agreement upon thirty (30) days prior written notice and neither party shall have any continuing obligation hereunder.

20. Quiet Enjoyment. Upon payment by Lessee of the rents and other charges set forth in this Lease, and the observance and performance of all the covenants, terms, and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through, or under Lessor, subject, nevertheless, to the terms and conditions of this Lease, and any security deeds to which this Lease is subordinate.

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21. Miscellaneous.

(a) All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(b) Subject to the terms of paragraph 19 above, if any term of this Lease is declared to be unenforceable, the unaffected terms shall remain in full force and effect.

(c) No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

(d) This Agreement shall be deemed to have been executed in the State of Georgia and shall be construed according to the laws of that state.

(e) This writing terminates and supersedes all prior agreements between the parties hereto pertaining to the subject matter herein, whether orally or in writing, and constitutes the entire agreement between the parties hereto subject only to modification by subsequent writing of equal formality with this instrument executed by the parties hereto and making reference to the same.

(f) The head notes or titles to the sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way confine, limit or describe the scope or content of any section of this Agreement or in any way effect this Agreement.

(g) Time is of the essence of this Agreement.

(h) This Lease may be executed in several counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals this _____ day of _____, 2024.

(Signatures on next Page)

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LESSOR:

HALL COUNTY, GEORGIA

By: _____ (SEAL)
Its: Chairman

Attest: _____
Its: Commission Clerk

LESSEE:

NORTHEAST GEORGIA PHYSICIANS GROUP, INC.

By: DocuSigned by: Daniel Tuffy 164E833FD1755460 (SEAL)
President & CAO, NGPG

Attest: DocuSigned by: Amy Eifrid E69D8D4E34A4498...

Its: Director, NGHS Strategic Real Estate Services

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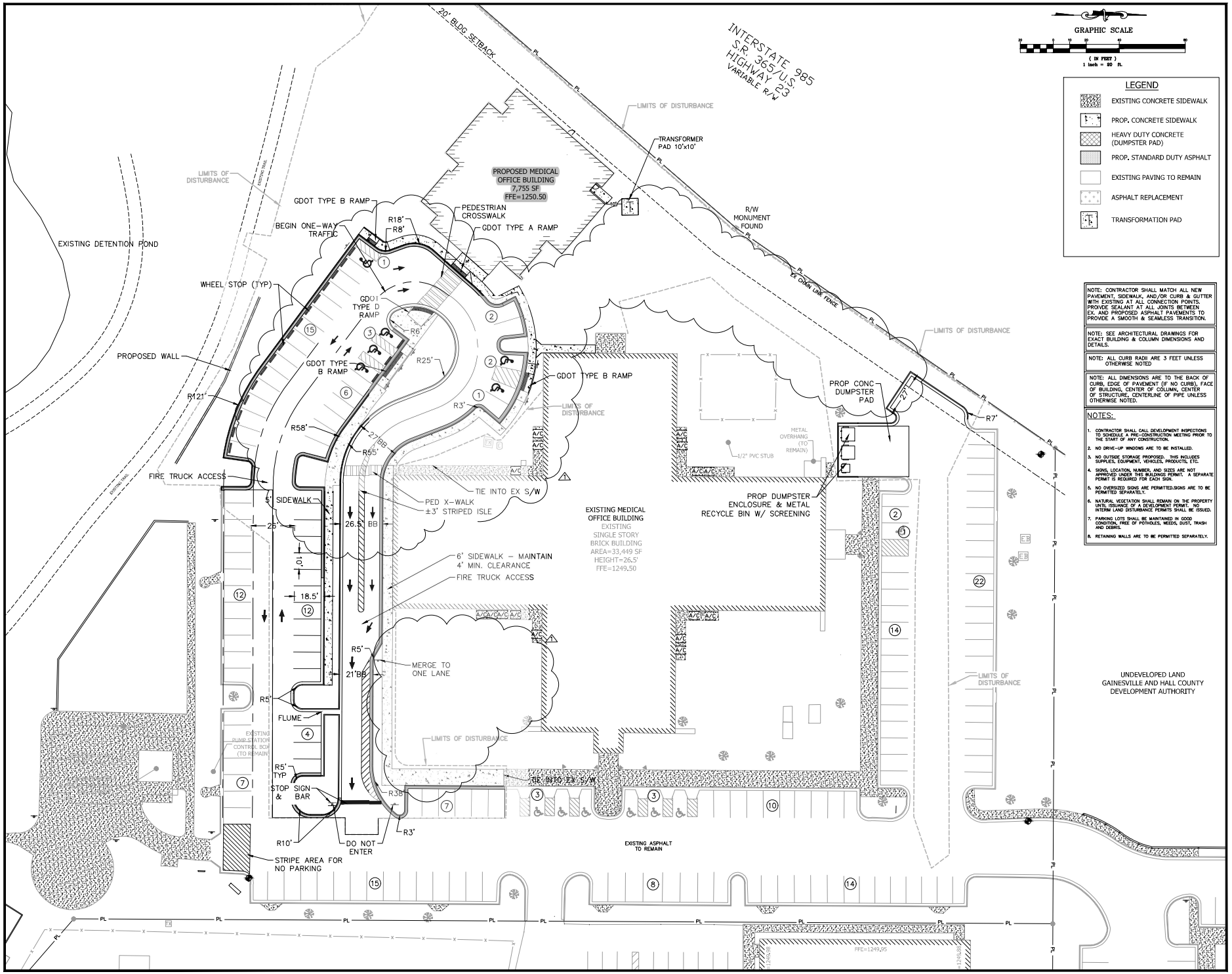

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

LEGEND

- EXISTING CONCRETE SIDEWALK
- PROP. CONCRETE SIDEWALK
- HEAVY DUTY CONCRETE (DUMPSTER PAD)
- PROP. STANDARD DUTY ASPHALT
- EXISTING PAVING TO REMAIN
- ASPHALT REPLACEMENT
- TRANSFORMATION PAD

NOTE: CONTRACTOR SHALL MATCH ALL NEW PAVEMENT, SIDEWALK, AND/OR CURB & GUTTER WITH EXISTING AT ALL CONNECTION POINTS. PROVIDE SEALANT AT ALL JOINTS BETWEEN EX. AND PROPOSED ASPHALT PAVEMENTS TO PROVIDE A SMOOTH & SEAMLESS TRANSITION.

NOTE: SEE ARCHITECTURAL DRAWINGS FOR EXACT BUILDING & COLUMN DIMENSIONS AND DETAILS.

NOTE: ALL CURB RADII ARE 3 FEET UNLESS OTHERWISE NOTED

NOTE: ALL DIMENSIONS ARE TO THE BACK OF CURB, EDGE OF PAVEMENT (IF NO CURB), FACE OF BUILDING, CENTER OF COLUMN, CENTER OF STRUCTURE, CENTERLINE OF PIPE UNLESS OTHERWISE NOTED.

NOTES:

1. CONTRACTOR SHALL CALL DEVELOPMENT INSPECTIONS TO SCHEDULE A PRE-CONSTRUCTION MEETING PRIOR TO THE START OF ANY CONSTRUCTION.
2. NO DRIVE-UP WINDOWS ARE TO BE INSTALLED.
3. NO OUTSIDE STORAGE PROPOSED. THIS INCLUDES SUPPLIES, EQUIPMENT, VEHICLES, PRODUCTS, ETC.
4. SIGNS, LOCATION, NUMBER, AND SIZES ARE NOT APPROVED UNDER THIS BUILDINGS PERMIT. A SEPARATE PERMIT IS REQUIRED FOR EACH SIGN.
5. NO OVERSIZED SIGNS ARE PERMITTED.SIGNS ARE TO BE PERMITTED SEPARATELY.
6. NATURAL VEGETATION SHALL REMAIN ON THE PROPERTY UNTIL ISSUANCE OF A DEVELOPMENT PERMIT. NO INTERIM LAND DISTURBANCE PERMITS SHALL BE ISSUED.
7. PARKING LOTS SHALL BE MAINTAINED IN GOOD CONDITION, FREE OF POTHOLES, WEEDS, DUST, TRASH AND DEBRIS.
8. RETAINING WALLS ARE TO BE PERMITTED SEPARATELY.

HUSSEY GAY BELL
Established 1958

3100 BRECKINRIDGE BLVD.
BLDG. 300
DULUTH, GEORGIA 30096-4986
TEL: (770) 923-1600
FAX: (770) 923-4202

HALL COUNTY BOARD OF COMMISSIONERS
2875 BROWNS BRIDGE ROAD
GAINESVILLE, GA 30504
P.O. BOX 1435, GAINESVILLE, GA 30503
(770) 535-8288

BILL NASH
(770) 531-6800

HALL COUNTY GEORGIA

This document is prepared for the exclusive use of HALL COUNTY BOARD OF COMMISSIONERS and shall not be relied on by any other person or entity.

No.	Description	By	App.	Date
A	QTY COMMENTS			05-04-2023
1	LDP Rev - Hylat Engineering			05-11-2023

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FOR REVIEW ONLY
NOT TO BE RELEASED FOR CONSTRUCTION

Project Title
HALL COUNTY HEALTH CENTER IMPROVEMENTS

Project Location

Address	1292 ATHENS STREET
City, State Zip	GAINESVILLE, GA 30501
G. M. D.	411
District-Section	84
County	HALL

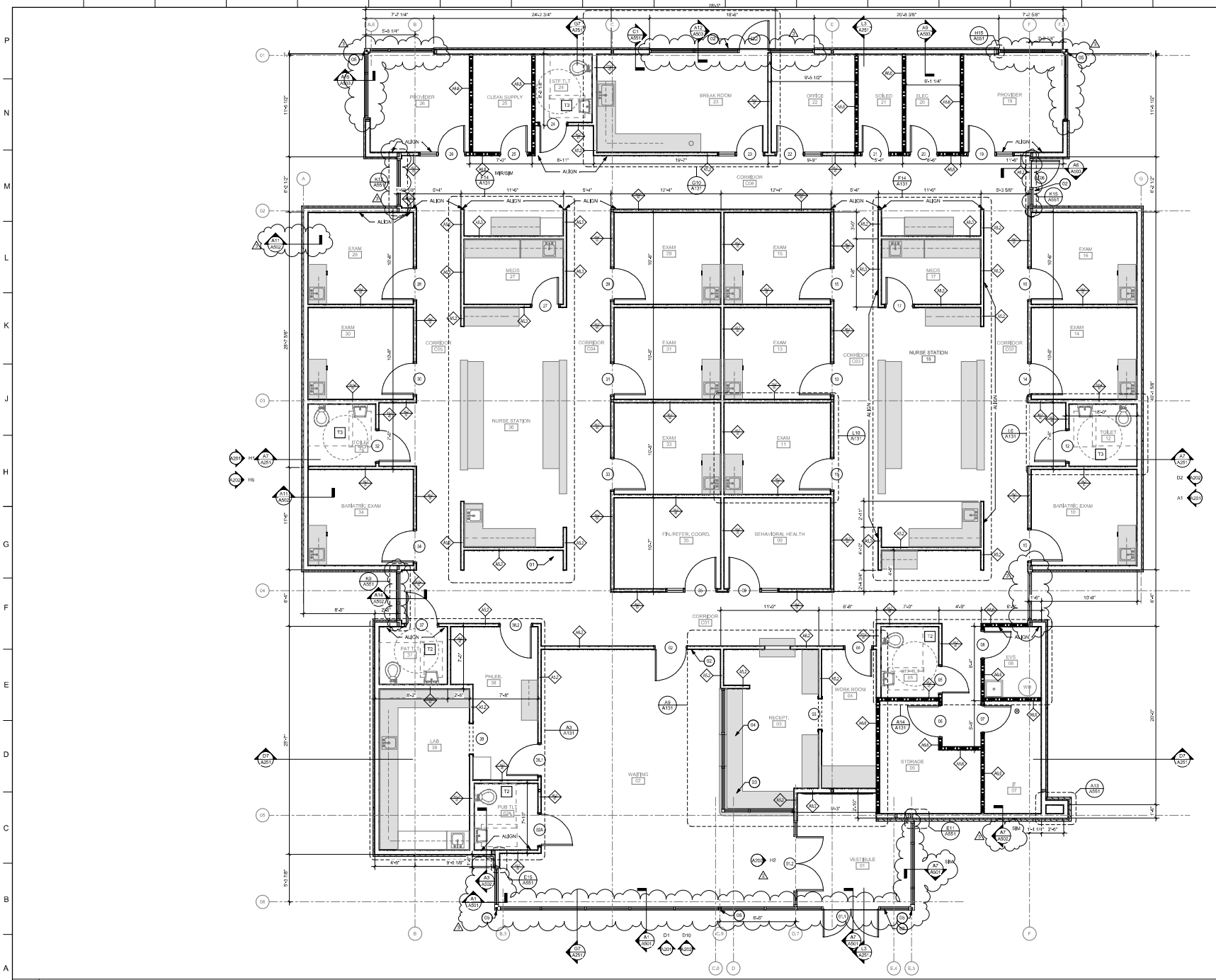
Project No.	22-046
Drawn By:	RAR
Checked By:	MDB
Initial Issue Date:	03/10/2023

Sheet Title
SITE PLAN

Sheet Number
C-04

I: \projects\2022\22046e hall health improv\dwg\production\22046e.dwg
8/24/2023 3:31 PM hjplot.ctb
ryan remillard

DocuSign Envelope ID: F3221F83-B5DA-4934-91A3-9FEA28D5EBC2



A1	NEW FLOOR PLAN
A101	1/4" = 1'-0" A1/ A201

FLOOR PLAN SHEET NOTE SCHEDULE

NO.	COMMENTS
01	NO MILLWORK IN THIS LOCATION
02	CARD READER
03	PANIC BUTTON UNDER COUNTER
04	LOCK RELEASE BUTTON FOR DOOR 02 UNDER COUNTER
05	BRAKE METAL ADAPTER AT VERTICAL MULLIONS TO ENCLOSE TUBE STEEL COLUMNS, MATCH ADAPTER TO MULLION COLOR.

TOILET LAYOUT LEGEND

- T1 STANDARD ACCESSIBLE TOILET
- T2 STANDARD ACCESSIBLE TOILET
- T3 STANDARD ACCESSIBLE TOILET

NOTE:
SEE SHEET G002 FOR TOILET ACCESSORY INFORMATION.

KEY PLAN

CDH
ARCHITECTURE
3330 Cumberland Blvd. SE
Suite 100
Atlanta, GA 30339
770.423.0016
www.cdhpartners.com

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Hall County, Northeast Georgia Health System

NGPG MOB @ Hall Co. Health Dept.

1292 Athens Hwy, Gainesville, Georgia 30501

PROJECT NO: 22112

02	90% CD PACKAGE	03.17.2023
03	PERMIT SET	04.12.2023
05	CD PACKAGE	05.26.2023

STATE OF GEORGIA
DANIEL MACKEY
CERTIFICATE NO. 0[illegible]
REGISTERED ARCHITECT

CONTRACT DOCUMENT
ISSUED FOR CONSTRUCTION

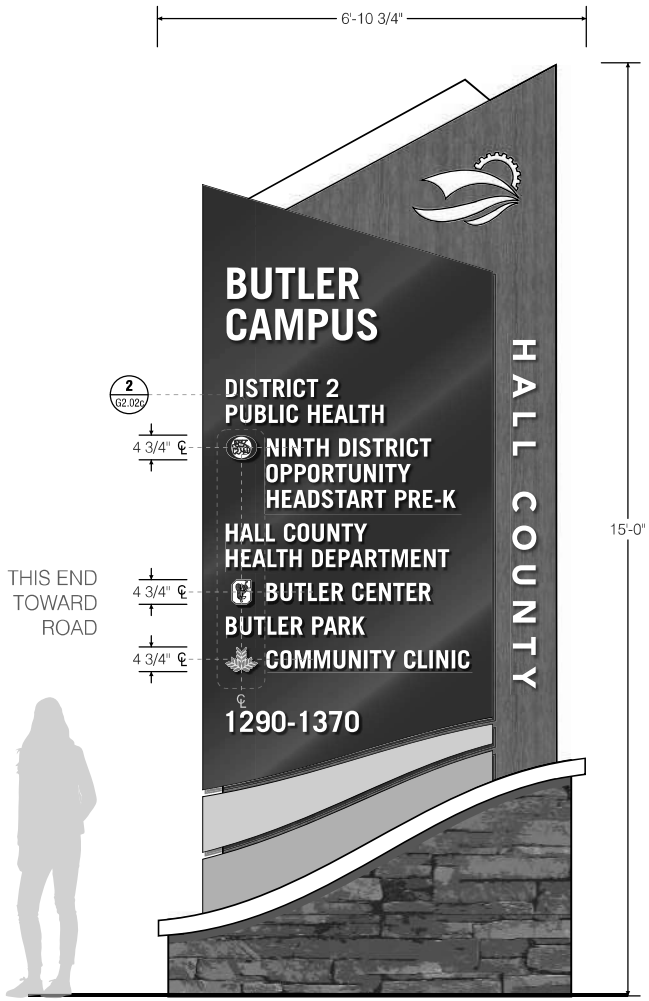
2 Revision 2 - RFI Clarifications	6-30-2023
3 Revision 3 - VE Changes	8-11-2023

SHEET TITLE
NEW FLOOR PLAN

SHEET NUMBER
A101

Type A
OPTION 1

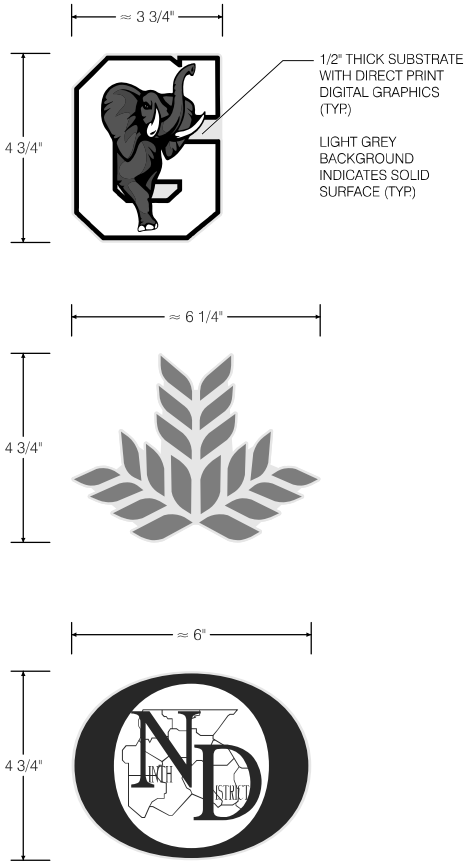
NOTE: *Layout shown below does not follow Hall County standards for Type A and is modified to fit job requirements*



1-A-HCHC | LAYOUT OPTION 1

Occupant logos included

1 G2.02c **SIGN TYPE A - BUILDING IDENTIFICATION - FRONT VIEW**
Scale: 1/2" = 1'-0"



2 G2.02c **LOGOS DETAIL**
Scale: NTS

PROJECT:

HALL COUNTY HEALTH CENTER
1280-1300 ATHENS ST, GAINESVILLE, GA 30507

CLIENT:

HALL COUNTY GEORGIA

PREPARED BY:

315 Northpoint Pkwy SE, Suite F
Acworth, GA 30102
Office 678-369-4877
Fax 678-559-0660

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REVISIONS

DRAWN	DATE

PROJECT ACRONYM AND NUMBER: HC0423.01HCHC

DRAWN	MV	PM	GA	EM	TM			
PM PHASE REVIEW	01 ☐	02 ☐	03 ☐	04 ☐				
EM PHASE REVIEW	01 ☐	02 ☐	03 ☐	04 ☐				
DATE	04/24/2023							
SCALE	as shown							
FILEPATH	L:\OPER\CUST\HC\2023\GROUP 0\HCHC							

DRAWING TITLE:

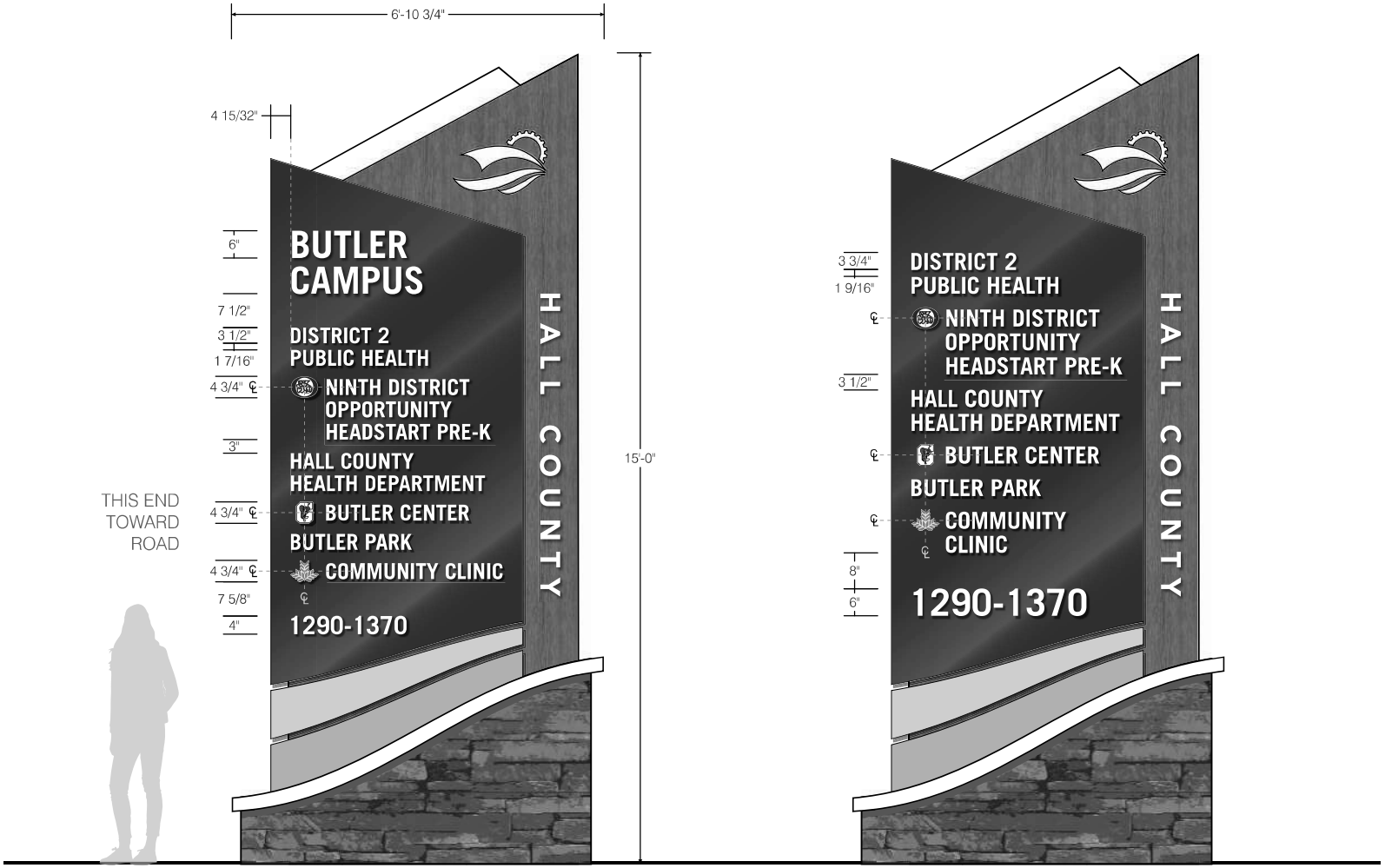
SIGN TYPE A OCCUPANT LOGOS

DRAWING #	SECTION
G2.02c	ELEVATION

DocuSign Envelope ID: F3221F83-BBDA-4934-91A3-9FEA28D5EBC2

DocuSign Envelope ID: F3221F83-BBDA-4934-91A3-9FEA28D5EBC2

NOTE: *Layouts shown below do not follow Hall County standards for Type A and are modified to fit job requirements*



1-A-HCHC LAYOUT OPTION 1

Occupant logos included

LAYOUT OPTION 2

Removed header name, increased occupant names and address numbers, occupant logos

1 G2.02d **SIGN TYPE A - BUILDING IDENTIFICATION - ALL LAYOUT OPTIONS (FRONT VIEW)**

Scale: 1/2" = 1'-0"

PROJECT:

HALL COUNTY HEALTH CENTER

1280-1300 ATHENS ST, GAINESVILLE, GA 30507

CLIENT:

HALL COUNTY GEORGIA

PREPARED BY:

MILLER EG DESIGN

315 Northpoint Pkwy SE, Suite F
Acworth, GA 30102
Office 678-369-4877
Fax 678-559-0660

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REVISIONS

DRAWN	DATE

PROJECT ACRONYM AND NUMBER: HC0423.01HCHC

DRAWN	MV	PM	GA	EM	TM		
PM PHASE REVIEW	01 ☐	02 ☐	03 ☐	04 ☐			
EM PHASE REVIEW	01 ☐	02 ☐	03 ☐	04 ☐			
DATE	05/26/2023						
SCALE	as shown						
FILEPATH	L:\OPER\CUST\HC\2023\GROUP 0\HCHC						

DRAWING TITLE:

SIGN TYPE A ALL LAYOUT OPTIONS

DRAWING #	SECTION
G2.02d	ELEVATION

AGENDA ITEM

Administration

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 100/2024

SUBJECT: Approve the award of RFQ/P #44-024 Demand Services On-Call Commercial Real Estate Brokerage Services for Administration to Norton Commercial & Acreage Group, LLC of Gainesville, GA, Candler Read Estate Group, LLC of Gainesville, GA and Avison Young-Atlanta, LLC of Gainesville, GA. The estimated annual cost to exceed $50,000.00.

Meetings:

Work Session Date: 03/11/24 **Voting Meeting Date:** 03/14/24

Executive Summary:

Presenter: SC

Recommendation:
Approve.

Purpose of Request:
Approve the award of RFQ/P #44-024 Demand Services On-Call Commercial Real Estate Brokerage Services for Administration to Norton Commercial & Acreage Group, LLC of Gainesville, GA, Candler Read Estate Group, LLC of Gainesville, GA and Avison Young-Atlanta, LLC of Gainesville, GA. The estimated annual cost to exceed $50,000.00.

History:

Facts and Issues:
Recommendations for award to the three (3) highest scoring agencies stem from the competitievly bid RFQ/P #44-024 for Commercial Real Estate Brokerage Services.

Cost is based upon respective percentage of sale as presented in each contract.

Options:

Funding Requested $ 0.00

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

Approvals:

Buyer	Approve	Purchasing	Budget
AP	CR	AY	TS
Finance	**Attorney**	**Administration**	**Clerk**
WG	WLI	CR	JR

Attachments:

Bid Tab
Avison Young Contract
Candler Real Estate Contract
Norton Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 100/2024

Funds Requested: $ 0.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

This agenda item is to establish a pool of vendors for this demand service. As projects come on-line through the budget process, those project budgets will be established at that time.

Contact for Questions: SC

Phone: 770-533-7858

Commercial Real Estate Brokerage Services Bid Tab Summary

RFQ/P #44-024 Maximum available points is 1,000. Below is the average total points for each bidder from highest to lowest. 2/9/2024

SCORES	Norton	Candler Real Estate	Avison Young	exp, LLC	JLL Americas, Inc	W Real Estate & Investment Group, LLC	Cross Creek Realty, Inc	Powell Property Group	KW Commercial
Location	Gainesville, GA	Gainesville, GA	Gainesville, GA	Gainesville, GA	Atlanta, GA	Atlanta, GA	Atlanta, GA	Cumming, GA	Non Responsive
Average Technical Scores	717	684	650	584	567	467	575	525	
Average Cost Scores	167	150	100	117	167	200	84	100	
Total Scores	884	834	750	701	734	667	659	625	

Bids mailed out	13
Hall County Invitations	4
Bids Received	9
No Bids	0
Non-Responsive Bids	1

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 2/23/2024

To: Richard Higgins, Chairman, Board of Commissioners

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached Contracts.

Bid/Contract No: # 44-024

Contract Name: Commercial Real Estate Brokerage Services

Department(s) Requesting Contract: Administration

Vendor Name:

(1) Norton Commercial & Residential Group, LLC of Gainesville, GA,
(2) Candler Read Estate of Gainesville, GA, and
(3) Avison Young of Gainesville, GA.

Date of Next BOC Vote: 3/14/2024

☐ Price Increase Requested Percentage Increase: N/A

☐ Demand Service Contract Previous Spend: N/A
☐ Commodity Contract Amount: Percentage of Sale
☒ Demand On-Call Service Contracts

Comments:

These are new contracts to establish a pool of Commercial Real Estate Brokerage Agencies to assist in future acquisitions for the County.

PRICE INCREASE DETAILS

Bid/Contract No: No previous Contract Number

Bid/Contract Name: Commercial Real Estate Brokerage Services

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*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA **CONTRACT #44-024**
COUNTY OF HALL

For the provision of

COMMERCIAL REAL ESTATE BROKERAGE SERVICES

ARTICLE #101 - INTRODUCTION

This Contract for Demand Services On-Call Commercial Real Estate Brokerage Services (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 Avison Young - Atlanta LLC (Hereinafter "Contractor"), located at 425 Spring St SE, Gainesville GA 30501. Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties". **Whereas**, the Parties do mutually desire to enter into this Contract to document the provision of Services or other good and valuable consideration by the Contractor to the County in exchange for payment as compensation, and

Whereas, this Contract is the result of the competitively bid #44-024 and contains the RFQ/P, the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, and Attachments are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the terms, conditions, mutual promises, covenants and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

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

B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response on Exhibit C – Mandatory Cost Proposal.

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

ARTICLE #103 - NOTICES:

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

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

COUNTY ISSUING OFFICER
Andy Penick
Purchasing Manager
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
apenick@hallcounty.org

CONTRACTOR'S CONTACT INFO
Name: Frank N. Simpson, CCIM SIOR
Title: Principal, Managing Director
Company Name: Avison Young - Atlanta, LLC
Address 1: 425 Spring St SE, Suite 200, Gainesville, GA 30501
Address 2
Email: frank.simpson@avisonyoung.com
Phone: 770 532 9911

REMIT-TO ADDRESS (if different).

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

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

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

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

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

B. **Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

C. **Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

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

A. **Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.

3. The Contractor fails to make substantial and timely progress toward performance of the Contract.

4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.

6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,

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

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

E. **Termination due to Failure of Contractor to Act.**
The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.

3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.

4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

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

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

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.

2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.

3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and

5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

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

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.

B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

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

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

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

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

training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

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

ARTICLE # 118– INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

a. $1,000,000 per Occurrence

Additional Provisions:

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

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

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

Additional Provisions: Not Applicable. Coverage shall include at a minimum:

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

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

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

Builders Risk: Not Applicable. Recommended for most new construction projects

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

ARTICLE # 119 – NO WAIVER:

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation

upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."

B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on Exhibit C – Mandatory Cost Proposal Worksheet, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.

C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.

D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

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

B. **Invoice/Payment.**

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

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

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

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

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

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

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS - Not Applicable.

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

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

ARTICLE #124 – RETAINAGE - Not Applicable.

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

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

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

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

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

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131– VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless, Hall County

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

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

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

17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.

37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

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

List Company's Full Legal Name Below:

Avison Young - Atlanta, LLC

By: _____

Print Name: Frank N. Simpson, CCIM SIOR

Title: Principal, Managing Director

Sworn to and subscribed before me this

9th Day of January, 2024 ~~2023~~

Notary Public: _____

Notary commission expires: Dec. 16, 2024

[Locus Sigilli – Seal or Stamp]

KELLY GOINS NOTARY PUBLIC Exp. Dec. 16, 2024 WHITE COUNTY, GA

HALL COUNTY, GEORGIA

By. _____

Richard Higgins, Chairman

Hall County Board of Commissioners

Date: _____

Attestment: _____

County Clerk

Approved as to Form

_____

William J. Linkous III, County Attorney

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

EXHIBIT C

Mandatory Cost Proposal Worksheet

RFQ/P # 44-024

COMMERCIAL REAL ESTATE BROKERAGE SERVICES

Input Gross Percentage per Transaction Fee: 5 %

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Avison Young (USA) Inc.

2 Business name/disregarded entity name, if different from above
Avison Young - Atlanta, LLC

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

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1230 Peachtree St, NE Suite 3400

Requester's name and address (optional)

6 City, state, and ZIP code
Atlanta, GA 30309

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

2	6	–	4	2	0	4	7	0	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 3-1-23

General Instructions

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

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

Purpose of Form

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

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

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

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

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 2/23/2024

To: Richard Higgins, Chairman, Board of Commissioners

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached Contracts.

Bid/Contract No: # 44-024

Contract Name: Commercial Real Estate Brokerage Services

Department(s) Requesting Contract: Administration

Vendor Name:

(1) Norton Commercial & Acreage Group, LLC of Gainesville, GA,
(2) Candler Read Estate of Gainesville, GA, and
(3) Avison Young of Gainesville, GA.

Date of Next BOC Vote: 3/14/2024

☐ Price Increase Requested Percentage Increase: N/A

☐ Demand Service Contract Previous Spend: N/A
☐ Commodity Contract Amount: Percentage of Sale
☒ Demand On-Call Service Contracts

Comments:

These are new contracts to establish a pool of Commercial Real Estate Brokerage Agencies to assist in future acquisitions for the County.

PRICE INCREASE DETAILS

Bid/Contract No: No previous Contract Number

Bid/Contract Name: Commercial Real Estate Brokerage Services

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t 770 535 8270 | f 770 531 6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA **CONTRACT #44-024**
COUNTY OF HALL

For the provision of

COMMERCIAL REAL ESTATE BROKERAGE SERVICES

ARTICLE #101 - INTRODUCTION

This Contract for Demand Services On-Call Commercial Real Estate Brokerage Services (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 Candler Real Estate Group, LLC (Hereinafter "Contractor"), located at 135 Maple Street N.W., Gainesville, GA 30501. Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties". **Whereas**, the Parties do mutually desire to enter into this Contract to document the provision of Services or other good and valuable consideration by the Contractor to the County in exchange for payment as compensation, and

Whereas, this Contract is the result of the competitively bid #44-024 and contains the RFQ/P, the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, and Attachments are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the terms, conditions, mutual promises, covenants and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

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

B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response on Exhibit C – Mandatory Cost Proposal.

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

ARTICLE #103 - NOTICES:

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

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

COUNTY ISSUING OFFICER
Andy Penick
Purchasing Manager
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
apenick@hallcounty.org

CONTRACTOR'S CONTACT INFO
Lee Hemmer
Managing Broker
Candler Real Estate Group, LLC
135 Maple Street NW
Gainesville, GA 30501
lee@candlerre.com
770-988-6383

REMIT-TO ADDRESS (if different).

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

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

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

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

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

B. **Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

C. **Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

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

A. **Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.

3. The Contractor fails to make substantial and timely progress toward performance of the Contract.

4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.

6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default**. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,

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

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

E. **Termination due to Failure of Contractor to Act.**
The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.

3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.

4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

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

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

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.

2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.

3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and

5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

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

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.

B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

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

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

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

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

training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

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

ARTICLE # 118– INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

a. $1,000,000 per Occurrence

Additional Provisions:

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

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

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

Additional Provisions: Not Applicable. Coverage shall include at a minimum:

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

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

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

Builders Risk: Not Applicable. Recommended for most new construction projects

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

ARTICLE # 119 – NO WAIVER:

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation

upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."

B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on Exhibit C – Mandatory Cost Proposal Worksheet, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.

C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.

D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

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

B. **Invoice/Payment.**

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

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

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

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

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

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

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS - Not Applicable.

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

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

ARTICLE #124 – RETAINAGE - Not Applicable.

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

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

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

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

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

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131– VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless, Hall County

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

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

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

17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.

37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

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

List Company's Full Legal Name Below:

Candler Real Estate Group, LLC

By: _____

Print Name: Lee Hemmer, CCIM, SIOR

Title: Principal, Managing Broker

Sworn to and subscribed before me this

9th Day of January, 2024

Notary Public: Rachel Vaughn

Notary commission expires: 2-20-27

[Locus Sigilli – Seal or Stamp]

RACHEL VAUGHN NOTARY PUBLIC COMMISSION EXPIRES Feb. 20, 2027 HALL COUNTY, GA

HALL COUNTY, GEORGIA

By. _____

Richard Higgins, Chairman

Hall County Board of Commissioners

Date: _____

Attestment: _____

County Clerk

Approved as to Form

William J. Linkous III, County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

EXHIBIT C

Mandatory Cost Proposal Worksheet
RFQ/P # 44-024
COMMERCIAL REAL ESTATE BROKERAGE SERVICES

Company Name: Candler Real Estate Group, LLC

Instructions: Input Gross Percentage per Transaction:

Line	**Cost**
Percentage of Sale	Listed Below:

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

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

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

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

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GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 2/23/2024

To: Richard Higgins, Chairman, Board of Commissioners

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached Contracts.

Bid/Contract No: # 44-024

Contract Name: Commercial Real Estate Brokerage Services

Department(s) Requesting Contract: Administration

Vendor Name:

(1) Norton Commercial & Acreage Group, LLC of Gainesville, GA,
(2) Candler Read Estate of Gainesville, GA, and
(3) Avison Young of Gainesville, GA.

Date of Next BOC Vote: 3/14/2024

☐ Price Increase Requested Percentage Increase: N/A

☐ Demand Service Contract Previous Spend: N/A
☐ Commodity Contract Amount: Percentage of Sale
☒ Demand On-Call Service Contracts

Comments:

These are new contracts to establish a pool of Commercial Real Estate Brokerage Agencies to assist in future acquisitions for the County.

PRICE INCREASE DETAILS

Bid/Contract No: No previous Contract Number

Bid/Contract Name: Commercial Real Estate Brokerage Services

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DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #44-024

For the provision of

COMMERCIAL REAL ESTATE BROKERAGE SERVICES

ARTICLE #101 - INTRODUCTION

This Contract for Demand Services On-Call Commercial Real Estate Brokerage Services (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 Norton Commercial & Acreage Group, LLC (Hereinafter "Contractor"), located at 434 Green Street, Gainesville, GA 30501. Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

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

Whereas, this Contract is the result of the competitively bid #44-024 and contains the RFQ/P, the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, and Attachments are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the terms, conditions, mutual promises, covenants and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

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

B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response on Exhibit C – Mandatory Cost Proposal.

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

ARTICLE #103 - NOTICES:

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

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

COUNTY ISSUING OFFICER
Andy Penick
Purchasing Manager
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
apenick@hallcounty.org

CONTRACTOR'S CONTACT INFO
Name
Title
Company Name
Address 1
Address 2
Email
Phone

REMIT-TO ADDRESS (if different).

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

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

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

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

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

B. **Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

C. **Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

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

A. **Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.

3. The Contractor fails to make substantial and timely progress toward performance of the Contract.

4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or

the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.

6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,

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

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

E. **Termination due to Failure of Contractor to Act.**
The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.

3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.

4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

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

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

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.

2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.

3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and

5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

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

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.

B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

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

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

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

B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or

permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

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

ARTICLE # 118– INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

a. $1,000,000 per Occurrence

Additional Provisions:

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

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

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

Additional Provisions: Not Applicable. Coverage shall include at a minimum:

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

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

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

Builders Risk: Not Applicable. Recommended for most new construction projects

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

ARTICLE # 119 – NO WAIVER:

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."

B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on Exhibit C – Mandatory Cost Proposal Worksheet, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.

C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.

D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

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

B. **Invoice/Payment.**

1. Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102.*
2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO.

Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.

3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

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

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

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

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

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

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS - Not Applicable.

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

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

ARTICLE #124 – RETAINAGE - Not Applicable.

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

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

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia

Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

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

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

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131– VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

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

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

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

[Signature Page Follows]

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

List Company's Full Legal Name Below:

_____

By: _____
Print Name: _____
Title: _____

Sworn to and subscribed before me this

_____ Day of _____, 2023

Notary Public: _____

Notary commission expires: _____

[Locus Sigilli – Seal or Stamp]

HALL COUNTY, GEORGIA

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

Date: _____

Attestment: _____
County Clerk

Approved as to Form

_____
William J. Linkous III, County Attorney

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

List Company's Full Legal Name Below:

NORTON COMMERCIAL GROUP, LLC

By: _____
Print Name: Frank K. Norton, Jr.
Title: President/CEO, Managing Member

Sworn to and subscribed before me this
10th Day of January, 2025

Notary Public: Deborah L Hood

Notary commission expires: 8-7-2026

[Locus Sigilli – Seal or Stamp]

DEBORAH L HOOD NOTARY PUBLIC EXP. AUGUST 7, 2026 HALL COUNTY, GA

HALL COUNTY, GEORGIA

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

Date: _____

Attestment: _____
County Clerk

Approved as to Form

_____
William J. Linkous III, County Attorney

HALL COUNTY
GEORGIA
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

EXHIBIT A

MANDATORY BID RESPONSE FORM

Bidders must complete and return this form with their bid

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

Bid No: 44-024

Bid Name: COMMERCIAL REAL ESTATE BROKERAGE SERVICES

Date of Bid Submittal: 1.10.2024

Affirmation: Bidder affirms the following by affixing a wet signature in blue ink below:

> "I, the undersigned, agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this bid proposal".

Company Name: NORTON COMMERCIAL REALTY GROUP LLC

Bidder Signature: _____ Date: 1.10.2024

Print Name: FRANK K NORTON JR

Title: PRESIDENT CEO MANAGING MEMBER

Print Name: FRANK K NORTON

Phone Number: 770 503 4618

Email Address: FKNJR@GONORTON.COM

Physical Address: 434 GREEN STREET NE

Physical Address 2: GAINESVILLE GA 30501

Unsigned bids may be declared as "Non-Responsive" and may not be evaluated.

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

_____ Bidder does not offer this service

_____ Unable to meet specifications

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DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

EXHIBIT C

Mandatory Cost Proposal Worksheet

RFQ/P #44-024

COMMERCIAL REAL ESTATE BROKERAGE SERVICES

Input Gross Percentage per Transaction: _____ %

Company Name: Norton Commercial & Residential Group, LLC
Bidder's Name: Frank K. Norton, Jr
Bidder's Signature: _____
Date: 1.10.2024

Instructions: Input Gross Percentage per transaction. The County may enter negotiations with awarded firms.

Transactions	Norton Only	With Co-Broker
Up to $10M	3.2%	6%
Over $10M	2.5%	4%

LEASING FEES

If Hall County uses Norton leasing services, Norton shall be paid a commission:

> First month's base rent plus four percent (4%) of the rent beginning with month two (2) through the end of the ease term including renewals and expenses.

CONSULTING SERVICES

Many of Norton's consulting projects are based on a schedule of fees some with project-by-project pre-negotiated maximum, others are long term in nature with a monthly retainer or a minimum amount billed. The Norton Agency is client driven and can structure **customize** fee arrangements with individual Hall County assignments.

INITIAL CONVERSATIONS AND CONSULTATIONS *0-10 Hours No Cost*

	Normal Fee	Hall County Rate
Frank Norton, Principal	$300/Hour	$200/Hour
Tommy Howard	$300/Hour	$200/Hour
Emilie Norton Cisco	$125/Hour	$100/Hour
Support, Clerical	$ 75/Hour	$ 65/Hour

Field Researcher	$ 45.00/Hour	$ 40/Hour
Michael Westbrook, CPA	$300/Hour	$175/Hour

Bidders Signature: _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Norton Commercial Acreage Group, LLC

2 Business name/disregarded entity name, if different from above

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

434 Green Street

6 City, state, and ZIP code

Gainesville, Ga. 30501

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

5	8	–	2	5	1	1	7	3	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Michael Dasher Date ▶ 7/25/23

General Instructions

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

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

Purpose of Form

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

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

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

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

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DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

EXHIBIT E
MANDATORY E-VERIFY AFFIDAVIT

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

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

671783 — Federal Work Authorization User Identification Number

10, 6, 2022 — Date of Authorization

NORTH COMMERCIAL ACREAGE — Name of Contractor

HALL COUNTY — Name of Project

Hall County, Georgia
Name of Public Employer

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

Executed on ~~JAN~~, 10, 2023 in GAINESVILLE (city), GA (state). 30501

Signature of Authorized Officer or Agent

FRANK NOTO JR CFO
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 10th DAY OF Jan., 2024.

Deborah L. Hood
NOTARY PUBLIC

My Commission Expires: 8-7-2026 [Locus Sigilli]

DEBORAH L HOOD NOTARY PUBLIC EXP. AUGUST 7, 2026 HALL COUNTY, GA

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

EXHIBIT F
MANDATORY ETHICS AFFIDAVIT

Contractors, consultants, and vendors of any service or commodity to Hall County, Georgia must read and affirm to adhere to the following ethics requirements for compliance with the Official Code 3.10.070 of Hall County - Ethics.

A. It is the policy of Hall County to seek the best overall value when procuring goods and services. Toward this end, the county finds and declares that its objectives will best be achieved through an open, competitive process with a broad range of responsible vendors wishing to furnish products and services to the county. Hall County will establish and conduct a procurement program that maximizes service benefit to the community and awards contracts to vendors who offer the best quality and value.

B. Hall County declares that county employees and officials, along with those wishing to do business with the county, have the shared responsibility for avoiding biased, anticompetitive, or unethical practices.

C. Hall County employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain undue advantage in a procurement competition.

D. Prospective vendors must compete for county business within the parameters of the solicitation process and are prohibited from seeking to obtain inside information, attempting to skew the writing of specifications, or influencing a procurement decision through any means outside the process established for the particular solicitation. This principle applies to any contractor, subcontractor, representative, employee, or agent that may be associated with a procurement transaction.

E. Bidders and proposers shall disclose on competitive bid responses any individual(s), firm(s), and/or county official(s) who do business with the county if there is an appearance of a conflict of interest.

F. Ethical business practices are important, both, during a solicitation, and after the decision to grant an award. The county seeks to establish relationships with business partners whose ongoing ethical standards of business conduct are congruent with those outlined here. The purchasing manager, subject to the approval of the director of financial services, is charged with establishing methods for ongoing monitoring for non-compliance with these principles. The prohibition against the offering of or the acceptance of kickbacks, gratuities, payments or any other instrument of value extends beyond and outside any specific procurement or solicitation.

G. A vendor's contract compliance history with Hall County and other contractual parties is a valid element in the decision to award, or not, a contract.

H. Hall County stipulates that the furtherance of its strategic goals for job creation, stability and growth in the tax base, business retention, and other fiscal and economic development objectives may be considered during the procurement process. The purchasing manager, subject to the approval of the director of financial services, is authorized to establish procurement initiatives consistent with the county's strategic economic development objectives. These procurement practices shall be applied consistently and equitably and shall have a direct relationship to the county's goals.

I. Hall County employees, officials, and their family members are generally prohibited from participation in any procurement decision or any gain of undue advantage in a procurement competition as a result of contemporaneous employment with a potential or actual business partner.

J. It is unethical for any county employee to purchase commodities or services from a county contract for personal use.

K. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Hall County contract may not initiate or continue any verbal or written communications regarding a solicitation with any county officer, elected official, employee or other county representative other than the purchasing associate named in the solicitation, or the county's financial advisor, between the date of the issuance of the solicitation and the date of the final contract award by the board of commissioners. The purchasing manager will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Hall County representative.

L. All county commissioners, officials, and employees shall adhere to the standards outlined in the Hall County Code of Ethics.

M. **(AMENDED)** The purchasing division of the financial services department shall determine and implement methods of educating all prospective contractors, bidders, proposers, and vendors on the requirements and provisions of Code Section 3.10.070, including, but not limited to, requiring each prospective contractor, bidder, proposer, and vendor that expresses an intent to do business with the County to sign an affidavit attesting that they have read this Chapter and have more specifically also read Code Section 3.10.070." (Res. of 11-14-19(1), § 1 (Exh. A))

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

Executed on JANUARY 10, 2024 in GAINESVILLE (city),

GEORGIA (state) 30501 (Zip Code)

_____

Signature of Authorized Officer or Agent

FRANK DOCTOR CEO PRESIDENT MANAGING MEMBER

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

On This the 10th Day of Jan, 2024.

Deborah L. Hood

NOTARY PUBLIC

My Commission Expires: 8-7-2026

[Louis Stamp]

DEBORAH L HOOD NOTARY PUBLIC EXP. AUGUST 7, 2026 HALL COUNTY, GA

NOTARY
PUBLIC

No. GBUSR23-1989

NOT TRANSFERABLE

ACCOUNT NO. GBUS-002804

Date: 03/17/2023

CITY OF GAINESVILLE
BUSINESS/OCCUPATION TAX CERTIFICATE 2023

Valid 01/01/2023 To 12/31/2023

This document certifies that the City of Gainesville business tax for the year ending 12/31/2023 has been paid, in compliance with the ordinances of the City business/occupation tax ordinance.

531210 - Offices Of Real Estate Agents And Brokers

NORTON AGENCY, INC., W.L.
434 GREEN STREET

Conditions:

NORTON AGENCY, INC., W.L.
P.O. BOX 422
Gainesville, GA 30503

Business Services Manager

DISPLAY IN A CONSPICUOUS PLACE

NORTCOM-01 JDAVIDSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/8/2024

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

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

PRODUCER Norton Agency Insurance 434 Green Street, NE Gainesville, GA 30501	CONTACT NAME: PHONE (A/C, No, Ext): (770) 535-6100 FAX (A/C, No): (770) 297-4883 E-MAIL ADDRESS: certificates@nortoninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Selective Insurance Company of America	12572
INSURED Norton Commercial Acreage Group LLC; Norton Property Management LLC P.O. Box 422 Gainesville, GA 30503	INSURER B : Continental Casualty Company	20443
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	S 2375717	4/1/2023	4/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	S 2375717	4/1/2023	4/1/2024	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Errors			RFB-254136276-23	5/1/2023	5/1/2024	Aggregate	2,000,000

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

Please note, due to directives received from the Georgia Department of Insurance, we are no longer allowed to enter any special wording in the description of operations field on the certificate. The only wording that can be entered in this field is the wording for which it was intended "Description of Operations/Locations/Vehicles." We recommend that the certificate holder review the terms and conditions of the endorsement as some policy forms provide additional insured status only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

BP 72 47 09 19 BUSINESSOWNERS LIABILITY ENHANCEMENT

CERTIFICATE HOLDER

Hall County Board of Commissioners
PO Drawer 1435
Gainesville, GA 30503

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BROAPAR-CL BFEARON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DB/YYYY) 1/8/2024

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

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PRODUCER Smith Brothers Insurance, LLC. 68 National Drive Glastonbury, CT 06033	CONTACT NAME: PHONE (A/C, No, Ext): (860) 652-3235 FAX (A/C, No): (860) 652-3236 E-MAIL ADDRESS: GeneralMailbox@SmithBrothersUSA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Crum & Forster	42471
INSURED Legacy Risk Solutions, LLC C/O Broadstreet Partners, Inc. 434 Green St NE Gainesville, GA 30501	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber Liability			CYB-105700	4/1/2023	4/1/2024	Aggregate Limit	5,000,000

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

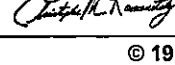
CERTIFICATE HOLDER

Hall County Board of Commissioners
PO Box 1435
Gainesville, GA 30503

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2023

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

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PRODUCER	CONTACT NAME:	
IIAA Agency Administrative Services, Inc. P.O. Box 780 Prosperity, SC 29127	PHONE (A/C, No, Ext): 703-706-5381	FAX (A/C, No):
	E-MAIL ADDRESS: AllianceEliteEO@iiaba.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Swiss Re Corporate Solutions Capacity Insurance Corporation	34916
INSURED	INSURER B:	
Legacy Risk Solutions, LLC P.O. Box 422 Gainesville, GA 30503	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			FGP4EL011595605	10/1/2023	10/1/2024	Each Claim Aggregate	$10,000,000 $10,000,000

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

Claims Made Policy
Independent Insurance Agents and Brokers Errors and Omissions Liability

CERTIFICATE HOLDER

General Proof of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BUSINESSOWNERS LIABILITY ENHANCEMENT

(INCLUDING BUSINESSOWNERS COMMON POLICY CONDITIONS AMENDMENTS)

BUSINESSOWNERS
BP 72 47 09 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The sections of the above form identified in this endorsement will be amended as shown below. However, **If (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part** apply to a loss, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the above form apply unless modified by the endorsement.

The following changes are made to **SECTION II — LIABILITY, A. Coverages, 1. Business Liability:**

A. SUPPLEMENTARY PAYMENTS

Sub-Paragraphs **1.(b)** and **1.(d)** of Paragraph **f. Coverage Extension — Supplementary Payments** are replaced by the following:

(b) Up to $3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $1,000 a day because of time off from work.

B. EXCLUSIONS

The following changes are made under Paragraph **B. Exclusions:**

1. NON-OWNED AIRCRAFT

Exclusion **g. Aircraft, Auto Or Watercraft** does not apply to any aircraft, not owned or operated by any insured that is hired, chartered or loaned with a crew paid by a party other than an insured.

If the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess and subject to the Other Insurance provisions of this policy for Excess Insurance.

2. NON-OWNED WATERCRAFT

Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 60 feet long; and

(b) Not being used to carry persons or property for a charge.

With respect to Paragraph **(a)** above, any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent.

If the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess and subject to the Other Insurance provisions of this policy for Excess Insurance.

3. PERSONAL AND ADVERTISING INJURY CONTRACTUAL EXCLUSION AMENDMENT

Sub-paragraph **(4)** of Exclusion **p. Personal And Advertising** is replaced by the following:

(4) For which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

4. DAMAGE TO PREMISES RENTED TO YOU

a. The last paragraph under Paragraph **1. Applicable to Business Liability Coverage** is replaced by the following:

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INSURED'S COPY

Exclusions **c., d., e., f., g., h., i., k., l., m., n.** and **o.** in **SECTION II — LIABILITY** do not apply to damage by fire, lightning, explosion or water release to premises rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Paragraph **D., Liability And Medical Expenses Limits Of Insurance in SECTION II — LIABILITY.**

b. Sub-paragraph **3.** of Paragraph **D., Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or temporarily occupied by you with the permission of the owner is the Damage To Premises Rented To You limit shown in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the highest Damage To Premises Rented To You limit shown in the Declarations.

c. Sub-paragraph **a.** of Definition **9.** "Insured contract" in Paragraph **F. Liability And Medical Expenses Definitions** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

5. MEDICAL PAYMENTS FOR NON-FOR-PROFIT MEMBERS

Sub-paragraph **a.** of Paragraph **2. Applicable to Medical Expenses Coverage** is replaced by the following:

a. To any insured, except "volunteer workers" and "not-for-profit members".

C. WHO IS AN INSURED

Subject to the **Primary And Non-Contributory Provision** set forth in this endorsement, Paragraph **C. Who Is An Insured** is amended to include as an additional insured:

1. BLANKET ADDITIONAL INSUREDS - AS REQUIRED BY CONTRACT

a. **Owners, Lessees or Contractors / Architects, Engineers and Surveyors**

(1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

(2) Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **(1)** above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(a) Your acts or omissions; or

(b) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph **1.**, above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **(1)** above are completed.

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b. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

(1) Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability from "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(2) Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in that premises.

(3) Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

(4) Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

(5) State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

(a) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

(b) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes drive-ways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

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This insurance does not apply to:

(a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **b.(2)** through **b.(4)**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury".

2. **BROAD FORM VENDORS COVERAGE**

Subject to the **Primary And Non-Contributory Provision** set forth in this endorsement, Paragraph **C. Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of a vendor's business, but the insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement; but this exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, or part of an ingredient of any other thing or substance by or for the vendor; but this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage".

3. **NOT-FOR-PROFIT ORGANIZATION MEMBERS AS ADDITIONAL INSUREDS**

If you are an organization other than a partnership, joint venture or a limited liability company and you are a not for profit organization, **Who Is An Insured** is amended to include as additional insureds your officials, trustees, board members, insurance managers and "not-for-profit members" but only with respect to their liability for your activities or activities they perform on your behalf.

4. **NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However,

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

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b. This coverage does not apply if the newly formed or acquired organization's coverage is excluded either by the provisions of this Policy or by endorsement; and

c. This coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

d. This coverage does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as Named Insured in the Declarations.

D. INCIDENTAL MALPRACTICE –

Sub-paragraph **2.a.(1)(d)** of Paragraph **C. Who Is An Insured** is replaced by the following:

(d) Arising out of his or her providing or failing to provide professional health care services. This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services. This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

E. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Paragraphs **a.** and **b.** of Paragraph **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS,** Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** will not apply until after the "occurrence", or offense, or claim or "suit" is known to:

(a) You, if you are an individual;

(b) A partner, if you are a partnership;

(c) An executive officer or insurance manager, if you are a corporation;

(d) Your members, managers or insurance manager, if you are a limited liability company; or

(e) Your elected or appointed officials, trustees, board members or your insurance manager if you are an organization other than a partnership, joint venture or limited liability company.

F. DEFINITIONS

Paragraph **F. Liability And Medical Expenses Definitions** is amended as follows:

1. MENTAL ANGUISH

(This provision does not apply in New York.)

Definition **3.** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time. (In New York, mental anguish has been determined to be "bodily injury.")

2. TEMPORARY WORKERS AS EMPLOYEES

Definition **5.** is replaced by the following:

5. "Employee" includes a "leased worker" and a "temporary worker".

3. MOBILE EQUIPMENT

(This provision does not apply in the states of New York or Virginia.)

Paragraph **f.(1)** of Definition **12.** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

4. DISCRIMINATION

(This provision does not apply in New York.)

A. The following is added to Definition **14.:**

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" is:

a. Not done by or at the direction of:

(1) The insured; or

(2) Anyone considered an insured under Paragraph **C. Who Is An Insured;**

b. Not done intentionally to cause harm to another person.

c. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

d. Not arising out of any "advertisement" by the insured.

B. The following definition is added:

"Discrimination" means:

a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

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b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or

c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

This provision does not apply if "personal and advertising injury" coverage is excluded either by the provisions of this policy or by endorsement.

5. **NOT FOR PROFIT MEMBERS**

The following definition is added:

"Not for profit members" means a person(s) who is a member of a not for profit organization, including clubs and civic organizations who receive no financial or other compensation.

G. SECTION III — BUSINESSOWNERS COMMON POLICY CONDITIONS — Amendments

1. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following is added to Paragraph **C. Concealment, Misrepresentation Or Fraud:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy or during the policy period in connection with any additional hazards, we shall not deny coverage under this policy based upon such failure.

2. Paragraph **G. Liberalization** is replaced by the following:

G. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

3. **Primary and Non-Contributory Provision**

The following is added to Paragraph **2.** of Condition **H. Other Insurance:**

c. This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. The following is added to Paragraph **2.** of Condition **K. Transfer Of Rights Of Recovery Against Others To Us:**

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;

2. Such person or organization is an additional insured on your policy; or

3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract."

This amendment only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

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EXHIBIT G

MANDATORY SCORED QUESTIONS/RESPONSES
RFQ/P #44-024 TECHNICAL QUALIFICATIONS RESPONSE WORKSHEET

Bidder's Company Name: Norton Commercial & Acreage Group, LLC

This RFQ/P has a total potential of 1,000 points for a perfect score. The bidder(s) with the closest score to 1,000 will be the apparent contract award winner(s). Of the 1,000 points, we use an 80/20 score ratio, with 80% (800) available points for your technical qualification's response, and 20% (200) available points for your cost proposal response. Bidders must respond to all questions below or receive a 0 score. Each question is weighed and scored for completeness, technical abilities, and qualifications. Provide enough detail to answer the questions. The County's Evaluation Committee will review and assign percentage scores to each question depending on the thorough answers provided. Apparent contract award winner(s) may be invited to interview with the Country's Evaluation Committee for further discussions, asked to perform interviews, or may be asked to enter into further negotiations. Answer in the cells provided or use additional pages and attach as needed.

No.	Question	Answer
1.	Provide professional resumes and licenses in good standing of your staff that may be assigned to work on Hall County projects.	Projects will be individually evaluated and assigned based on unique project attributes by Frank K. Norton, Jr., CFO and Thomas A. Howard, President. (Cont'd)
2.	Has your firm provided at least three (3) Commercial Real Estate Brokerage Services for other municipalities before? If so, detail the projects in narrative form. If not, detail similar projects in size and scope for commercial concerns.	The firm has had multiple experience in repetitive government and non-profit assignments including: (cont'd)
3.	Has your firm's license ever been disciplined? Please provide at least three (3) professional references with contact names and details.	No (Cont'd)
4.	In some cases, the County may want to act in anonymity on the purchase of some parcels. Describe in full other projects where you have provided this type of service.	For over 30 years, Norton has employed third party "cloaked" LLCs to affect confidential for the following clients: (Cont'd)
5.	Describe in detail the expertise and size of your firm.	Founded in 1928 by North Georgia Banker, W. L. Norton (Cont'd)
6.	Describe in detail how you will provide status reports on pending purchases or sales to the County.	(Cont'd)
7.	Describe in detail how you will provide guidance on agreements and the steps you will take in acquiring and selling County properties.	Norton handles over 1,500 real estate transactions annually, each with care and detail (Cont'd)
8.	Do you affirm that neither your firm, nor its principals, are currently in litigation with Hall County, Georgia?	We are not and have never been in 95 years.

1. **(CONT'D)** Norton has the largest regional brokerage firm (29) with broad experience in portfolio evaluation, property sales, leasing, and management.

Frank K. Norton, Jr
Chairman, Chief Strategist
Norton Legacy, Inc. (Parent Company)
CEO Norton Commercial and Acreage Group, LLC
434 Green Street
Gainesville, GA 30501
fknjr@gonorton.com
770.503.4618 (cell)
46 years in Real Estate Brokerage

Thomas A. Howard
President/Partner, Managing Broker
Norton Commercial and Acreage Group, LLC
434 Green Street
Gainesville, GA 30501
thoward@gonorton.com
770.533.1449 (cell)
27 Years in Real Estate Brokerage

Commercial & Acreage Partners:

J. Will Cobb
SVP/Partner
29 Years in Real Estate Brokerage

Jean Ferris
SVP/Partner
40 Years in Real Estate Brokerage

John Drew
SVP/Partner
44 Years in Real Estate Brokerage

Gina Johnson
SVP/Partner
46 Years in Real Estate Brokerage

Matt McCord
SVP/Partner
21 Years in Real Estate Brokerage

Stephen Lovett
SVP/Partner
19 Years in Real Estate Brokerage
Top 10 Atlanta Broker for Last 8 Years

Chris Braswell

SVP/Partner
23 Years in Real Estate Brokerage and Development

Charlie Hawkins
SVP/Partner
11 Years in Real Estate Brokerage

Patrick Cisco
SVP/Partner, Sales Manager
7 Years in Real Estate Brokerage

David Stovall
SVP/Partner
12 Years in Real Estate Brokerage

Zach Tibbs
SVP/Partner
6 Years in Real Estate Brokerage

Michael Westbrook
CFO/Partner
25 Years in Banking

Other Team Members:

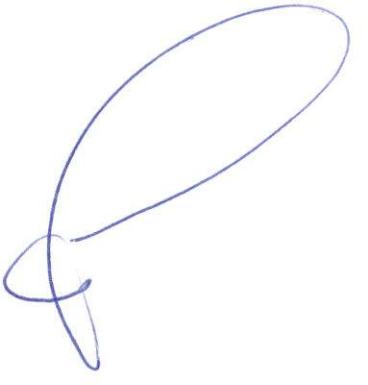
Chase Unger
C.J. Harman
Craig Floyd
David Lopez
Dudley Owens
Glenda Caldwell
Joe Elias
Kelly Moore
Randy Gordy
Scott Clayton
Sheri Millwood
Tanya Mulka
Wade Rhodes
Davis Crenshaw, Trainee
Tyler Grabau, Trainee

Ancillary Services:

Emilie Norton Cisco
VP Asset & Property Management

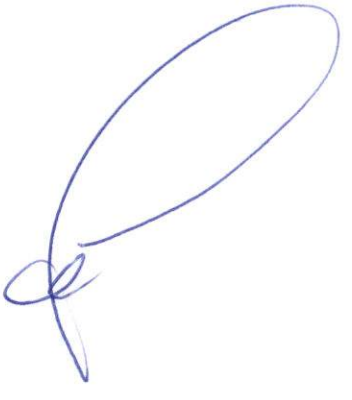
Alex Petry
AVP Development Services

Jessica Knight



Research Manager

Bob Norton
Executive Chairman
Legacy Risk Solutions
Risk Management



Frank K. Norton, Jr.
The Norton Agency

Gainesville native, Frank K. Norton, Jr. joined his family's business, The Norton Agency, in 1986 as manager of both Commercial and Residential Real Estate Divisions. He was promoted to President of the holding company in 1997 and then became Executive Chairman, Chief Investment Strategist in 2022, and today manages a network of 90 associated businesses under the brand of Norton Legacy, Inc.

Well recognized for his excellent marketing skills and keen strategic business intuition, Frank has presented, for the past 36 years, an economic forecast outlining growth and business trends for the Northeast Georgia region. The report, based on a wealth of data collected by The Norton Agency's Native Intelligence™ Division, is a resource that guides many area companies, governments, and organizations in making their business decisions.

Frank is also managing partner in Blackwatch Capital Fund; a private group of closed end funds geared toward long-term income investments in Georgia. In 2018, along with brother Bob Norton, Ncredible properties, a pilot of attainable housing initiative, was launched creating a test kitchen of affordable, cool rental communities.

Professionally, Frank holds Broker's licenses in the states of Georgia, Alabama, South Carolina, and North Carolina. He is a member of the Georgia Association of Realtors and the Council of Commercial Investment Managers and sits on the Board of First Multi Listing Services.

Besides his obvious commitment to the business of Real Estate, Frank is also involved with several community organizations. He is an assistant Scout Master to Boy Scout Troop 16, acting as the Eagle Scout Advisor, having achieved the Eagle Scout level at the age of 13 and the designation of Boy Scout of the Year for the State of Georgia at 15. He is a founder of Vision 2030 Public Art and a Trustee of Brenau University. He received recognition as Rotary Man of the Year, Junior Achievement Laureate, and Most Admired CFO by *Atlanta Business Chronicle.* As an artist, he regularly donates his "birds", whimsical drawings he has hanging in 10 Southeastern galleries, to charitable groups for their fundraising.

He graduated from Georgia Tech with a Bachelor of Science in Building Construction, College of Architecture and at age 25, became the youngest manager in the history of Coldwell Banker Richard Ellis Commercial Real Estate. Frank and his wife of 40 years, Nancy, have two daughters, Teddie, Emilie, and a son, Tripp and 5 grandsons under the age of 5.

NORTON
SINCE 1928
TM

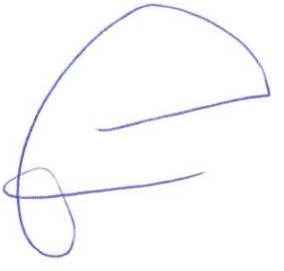
TOMMY HOWARD
THE NORTON AGENCY

Tommy Howard is the current President and CEO of Norton Brokerage Services. He began his career with the Norton Agency in 1996 (28 years) as an operations manager. Since 1997, Tommy has been a licensed agent/broker (27 years). Today, he is responsible for the day-to-day operations and management of the residential, commercial, and asset management divisions. Tommy is the Managing Broker of the Gainesville office, GA 400 office, and Braselton office. He is the editor of Norton's Market Watch Newsletter and oversees Norton's Native Intelligence Research Division.

Before real estate, Tommy's education revolved around athletics and sports sciences. A native of North Carolina and a graduate of East Carolina University, he was drawn to Georgia during the 1996 Olympic games. From there, Tommy was offered the opportunity to join the Norton Agency under the guidance of Frank Norton. To further his real estate education, he graduated from the RealTrends Institute in Denver, Colorado (2003).

Tommy's brokerage experience includes the following clients: Atlanta Falcons, Hall County School System, Northeast Georgia Medical Center, and Georgia Power. He's also an expert in Georgia license law, real estate contracts, and real estate ethics.

Tommy is passionate about community service and philanthropy. He is past president of the Gainesville Rotary Club (2019-2020), past president of the Hall County Board of Realtors (2014), and past campaign chair of the United Way of Hall County. Tommy is also a current member of the Georgia Association of Realtors Grievance Panel and Chair for Junior Achievement of Northeast Georgia (2022-2024). He is also a graduate of Leadership Georgia (2009).



2. **(CONT'D)**

Jackson County School System
Multiple site search, current exclusive, disposition, and acquisition some under confidential cover, strategic planning, and market growth data, fixed commission or hourly real estate consultation, depending on project.

- Real Estate Consulting
- Facilities and Growth Analysis
- Acquisition Disposition
- Strategic Planning
- Market Research

Project Value $20 Million

North Georgia Methodist Conference
Current exclusive, multiple church, and property dispositions (over 100 assignments) valuation portfolio analysis, strategic planning, portfolio evaluation, property stabilization, asset management, disposition, lease negotiation, acquisitions, and develop long term disposition strategy and consulting. Project Value $35 Million.

Hall County School System
Exclusive 1987 – 2010; helped identify, through proprietary growth data, future school sites. Negotiated and acquired properties through confidential control of third-party buyer. Provided market growth strategic planning and disposition service. Project value $25 Million.

Gwinnett County Government
Exclusive 1986 - 2005 dispossessory services, multiple surplus property sales. Projects value $15 Million+.

Northeast Georgia Health Systems
1986 – Present; strategic planning, hospital site acquisition (2) via third party confidential buyer program, full primary care network strategic consultation – current master needs planning for Gainesville Campus. Project value $50 Million.

- Strategic Planning
- Healthcare Network
- Facility Stop
- Land Acquisition
- Demographic Assistance
- Market Research

3. **(CONT'D)**

Mimi Collins
CEO
Longstreet Clinic
725 Jesse Jewell Parkway
Gainesville, GA 30501
Cell: 770.540.0419
Email: mimi.collins@longstreetclinic.com

Brokerage services, lease representation, management consultation

John Davenport
Owner
CBD Properties
504 Green Street
Gainesville, GA 30501
Cell: 770.331.0537
Email: jdavenport@epiqglobal.com

Sales, leasing, purchasing, strategic planning, management consultation

Rev. Terry Walton
Chief of Staff
North Georgia Conference of the United Methodist Church
1700 Century Circle NE
Atlanta, GA 30545
Cell: 678.533.1366
Email: terry.walton@NGUMC.net

4. (CONT'D)

For over 30 years, Norton has employed third party "cloaked" LLCs to affect confidentiality for the following clients:

Hall County School System
Jackson County School System
Georgia Power
Jackson EMC
Northeast Georgia Medical Center
Blackwatch Investments
Pulte Development
GSA
US Defense Department
GA DOT

Among others.

Norton owns multiple entities in various forms to create privacy and anonymity. As example, Norton uses an LLC called "Poseidon Investments" based at 143 Kenner Ave, Nashville, TN with a Truist Nashville Banking relationship. Poseidon was created 30 years ago by Norton's Atlanta Legal Counsel so that it could not be traced back to any one town nor client.

5. (CONT'D)

the firm has been instrumental and interwoven into the growth fabric of Hall County and the State. The Norton Agency's roots run deep into the mountains of Georgia having been a part of most all the significant real estate and economic initiatives in the region. Today, the parent has a firm

foundation (and profitable) with 33 offices, a staff of 450+, covering 4 states (most of which are in Georgia and is the largest independent real estate/insurance firm in the State. It's Norton Native Intelligence™ database is used extensively by business industry and governments in their Strategic Planning and their Strategic Thinking.

Norton, Hall Based, Georgia Grown is the largest and most successful real estate force outside of North Atlanta with annual business volume exceeding $1 billion. It manages more real estate than any other asset management firm and prides itself in its county-by-county local connectivity. Over the last ten years, the firm has assisted on various real estate, demographic, and strategic initiatives for a variety of government or government related projects including:

Hall County
Hall County School System
City of Gainesville
City of Braselton
City of Jefferson
City of Flowery Branch
City of Demorest
Jackson County Development Authority
Gainesville Housing Authority
Hall County Development Authority
Northeast Georgia Health Systems
Great Hall County Chamber of Commerce
Forsyth County Chamber of Commerce
Etowah Water and Sewer Authority

This firm is much more than a real estate brokerage firm. While we are the largest real estate broker in the North Georgia region (source: GAMLS and First MLS), Norton's approach is one of a long-term asset and facilities consultant, a trusted advisor, liaison, and a team partner. As a result, the door has opened wide for a broad and creative array of real estate services, facilities management, consultation, portfolio analysis, and asset deployment. The firm, while 96 years old, is anything but stodgy, its approach is fresh, technology enhanced, leading edge and CREATIVE. Over 18 years ago the firm adopted a simple slogan, "The POWER TO PERFORM". Conservative, well capitalized, ethical, and driven...we do that every day for our clients.

Norton manages a wide portfolio of commercial offices, industrial, and residential properties. As the region's largest private asset manager, it is incumbent upon us to provide a high level of portfolio management, property assessment, cost efficiency and third part asset stewardship. Norton started managing North Georgia property in 1937 and today its assignments are multi-county, multi-jurisdictional, and along multiple product lines.

Norton Commercial and Acreage Brokerage

Norton's experience runs through thousands upon thousands of local leases ranging from 2,000 SF to over 350,000 SF. The brokerage philosophy is one of a **client advocate**, total client representation and maximum cost performance. While acquisition of new real estate (purchase or lease) is a broker's forte, it takes a power broker to maximize revenues for a client wishing to redeploy assets through an orderly disposition program especially in times of economic accountability. Clients such as Johnson & Johnson, Gwinnett County Government

and Hall County School Systems have employed Norton to strategically maximize assets and revenue considered for disposition. It's not about selling real estate (or leasing), it's about how much can we recover for the client and how much can the client deploy in other areas.

Norton Native Intelligence™
Norton Native Intelligence™ is the only comprehensive small market demographic and real estate database in the State of Georgia. For 30 years, the firm's research division has gathered, compiled, and projected both real estate and demographic facts and trends for a vast part of Georgia. Through memberships, subscriptions, and relationships; Norton has direct real time access, comprehensive data in the 5 metro Atlanta Counties, but it's the rest of Georgia that separates Norton's data base from others. For 26 years, Norton's Annual Business Forecast is a **must** read, **must** follow, for Georgia business, small communities, and public sectors.

Norton Asset/Facility Management
Norton manages a wide portfolio of commercial offices, industrial, and residential properties. As the region's largest private asset manager, its incumbent upon us to provide a high level of portfolio management, property assessment, cost efficiency and third-party asset stewardship. Norton started managing North Georgia properties in 1937 and today its assignments are multi-county, multi-jurisdictional, and along multiple product lines.

Norton Development and Environmental Services
Norton Development and Environmental Services is an integrated fee for service projects and construction management division, working through a stable of qualified and vetted service providers. The firm is also a Georgia licensed contractor for specific needs. The development services division can offer comprehensive project planning, budgeting, construction management, environmental assessment stabilization, and tenant renovation logistics.

Norton Insurance & Risk Management
The firm is the largest independent Personal and Commercial Lines insurance agency in Georgia with over 65,000 client policies and an annual growth rate of 15% for each of the last 10 years. Norton's Commercial Risk Managers are keenly aware of minimizing leases or ownership risks and can provide specialized consulting on an as needed basis.

Norton Financial Services
Through our in-house CFO/CPA we can help develop unique financial models and projects by project analysis.

Minority Status
The Norton Agency parent company is owned and controlled by Frank and Bob Norton and has qualified as a minority government contractor, vendor, and sub-contractor under the Federal Regulations governing such activity. Their mother, Isabel Maria (Betty) Diez De Verson is a first-generation Cuban Hispanic immigrant thus the firm is owned 50% by Hispanic heritage owners.

6. (CONT'D)

☐ Reporting shall include monthly status and 30, 60, 90-day action items.

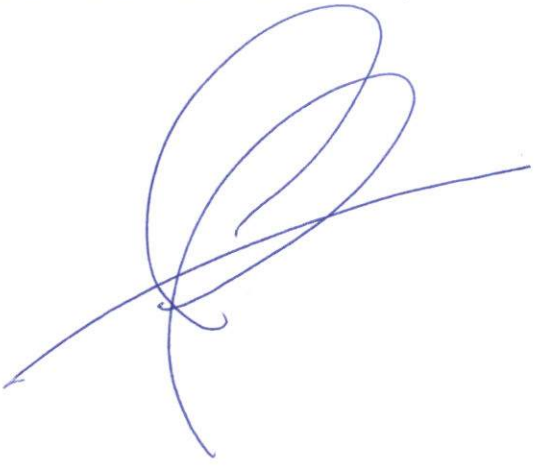
- ☐ The Hall County Norton Team will meet with representatives in person (not Zoom) quarterly to report progress, status, and solution recommendations for process improvement and strategic implications.
- ☐ Annually Hall County and Norton Team will meet in person to celebrate success reviews, processes, and solicit recommendations for improvements.
- ☐ The Norton Agency believes the true success of any project can be best evaluated through a set of benchmarks or critical points established prior to the project's initiation. Where we are uncertain at this point of the entire scope of Hall County's ongoing relationship, we recognize that some of the following guides are utilized by other Norton clients as measurement factors:

  Timetable for delivery
  Cost savings vs. established budget
  % rate under market
  % sales price over appraisal
  Efficiency of design
  Environmental impact
  Comparison of operation cost location to location
  Comparison between similar facilities-national matrix

7. (CONT'D)

Because of the importance of this relationship principle, Frank Norton, Jr. will be team leader with Tommy Howard as backup. Once the assignment is known, Frank will personally select one or more experienced Norton Commercial Brokers to work as a team on specific assignments. This is an exclusive offer for Hall County only as both Norton and Howard have no current listings nor direct client or brokerage relationships. This will allow the County to access the most experienced contract negotiating talent and the full energy and power of Norton Commercial & Acreage Group. Norton is the only regional commercial broker that has access to both First Multiple Listing Service (Frank Norton, Jr. is on the Executive Board of FMLS) and Georgia MLS as well as listings promoted through all Commercial listing and broadcast services. Norton uses proprietary direct mail lists, email blasts, and has a full-time social media coordinator. Its property background packages, financial feasibility analysis is without comparison. Norton Commercial Brokerage has been ranked in Metro Atlanta's Top 25 brokerage list for the last 8 years. In addition:

- ☐ Norton represents 450 unique property investors in the North Georgia market.
- ☐ Maintains a 40-year historical growth data base for Hall County, the deepest dive of demographic and real estate information in Georgia.
- ☐ Will offer the county a bi-annual demographic economic and real estate workshop.



STATE OF GEORGIA
REAL ESTATE COMMISSION

NORTON COMMERCIAL ACREAGE GROUP LLC

66501

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A LICENSED

LIMITED LIABILITY COMPANY

THE PRIVILEGE AND RESPONSIBILITIES OF THIS LICENSURE SHALL CONTINUE IN EFFECT AS LONG AS THE LICENSEE PAYS REQUIRED LICENSE FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-40. THE LICENSEE IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

JERRY WARSHAW
Chairperson

STEVE GRAVES
Vice Chairperson

EDWARD L. DOLLAR
DEANN GOLDEN
CEDRIC MATHENY
BRENDA THOMPSON

1543727020720232

66501

NORTON COMMERCIAL ACREAGE GROUP LLC

THOMAS A HOWARD

BROKER NO. 183156

THIS LICENSE EXPIRES IF YOU FAIL TO PAY RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

ORIGINALLY LICENSED
07/29/2014

END OF RENEWAL
07/31/2026

LYNN DEMPSEY
Real Estate Commissioner

1543727020720232

66501

NORTON COMMERCIAL ACREAGE GROUP LLC

THOMAS A HOWARD

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END OF RENEWAL
07/31/2026

LYNN DEMPSEY
Real Estate Commissioner

1543727020720232

NORTON COMMERCIAL ACREAGE GROUP LLC
434 GREEN STREET
GAINESVILLE, GA 30501

STATE OF GEORGIA
REAL ESTATE COMMISSION

THOMAS A HOWARD

183156

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A LICENSED

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Chairperson

STEVE GRAVES
Vice Chairperson

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DEANN GOLDEN
CEDRIC MATHENY
BRENDA THOMPSON

1152145700770133

THOMAS A HOWARD
 # 183156
BROKER
GEORGIA CRAFTSMEN INC
FIRM NO. H-19578

THIS LICENSE EXPIRES IF YOU FAIL TO PAY RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

ORIGINALLY LICENSED
10/08/1997

END OF RENEWAL
10/31/2027

Assigned to Firm
03/22/2022

LYNN DEMPSEY
Real Estate Commissioner

1152145700770133

HOWARD, THOMAS A
434 GREEN ST
GAINESVILLE, GA 30501

THOMAS A HOWARD
 # 183156
BROKER
GEORGIA CRAFTSMEN INC
FIRM NO. H-19578

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State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

ORIGINALLY LICENSED
10/08/1997

END OF RENEWAL
10/31/2027

Assigned to Firm
03/22/2022

LYNN DEMPSEY
Real Estate Commissioner

1152145700770133

STATE OF GEORGIA
REAL ESTATE COMMISSION

FRANK K NORTON JR

102219

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A LICENSED

ASSOCIATE BROKER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS LICENSURE SHALL CONTINUE IN EFFECT AS LONG AS THE LICENSEE PAYS REQUIRED LICENSE FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-40. THE LICENSEE IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

JERRY WARSHAW
Chairperson

STEVE GRAVES
Vice Chairperson

EDWARD L. DOLLAR
DEANN GOLDEN
CEDRIC MATHENY
BRENDA THOMPSON

761023452347332

NORTON, FRANK K
434 GREEN STREET
GAINESVILLE, GA 30506

FRANK K NORTON JR
 # 102219
ASSOCIATE BROKER
W L NORTON AGENCY INC
FIRM NO. H-2620

THIS LICENSE EXPIRES IF YOU FAIL TO PAY RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

ORIGINALLY LICENSED
09/29/1983

END OF RENEWAL
08/31/2026

Assigned to Firm
05/18/2022

LYNN DEMPSEY
Real Estate Commissioner

761023452347332

FRANK K NORTON JR
 # 102219
ASSOCIATE BROKER
W L NORTON AGENCY INC
FIRM NO. H-2620

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Real Estate Commission
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Atlanta, GA 30303-1605

ORIGINALLY LICENSED
09/29/1983

END OF RENEWAL
08/31/2026

Assigned to Firm
05/18/2022

LYNN DEMPSEY
Real Estate Commissioner

761023452347332

GEORGIA REAL ESTATE COMMISSION
GEORGIA REAL ESTATE APPRAISERS BOARD

NORTON COMMERCIAL ACREAGE GROUP LLC - #66501

Status: Active

CLICK AGENT NAME FOR DETAILS

This is not a certification of current license status of any individual whose name appears herein.

Add new Agent

Agent Name	License #/Type	Renewal Due	Date Assigned to Firm
BRASWELL, GREGORY	#170091 / SLSP	4/30/2026	8/4/2022
CALDWELL, GLENDA	#147811 / ABKR	4/30/2024	8/4/2022
CISCO, PATRICK	#376088 / SLSP	1/31/2025	8/4/2022
CLAYTON, SCOTT	#238563 / SLSP	1/31/2024	11/3/2022
COBB, JAMES	#175387 / ABKR	3/31/2025	8/4/2022
CRENSHAW, DAVIS	#434908 / SLSP	8/31/2027	8/29/2023
DREW, JOHN	#102718 / ABKR	7/31/2026	8/4/2022
ELIAS, JOSE	#380011 / SLSP	6/30/2025	2/23/2023
FLOYD, CRAIG	#363010 / SLSP	6/30/2026	9/26/2023
GORDY, RANDY	#113199 / SLSP	8/31/2025	8/4/2022
HARMAN, CHRISTOPHER	#418299 / SLSP	10/31/2025	8/4/2022
HAWKINS, CHARLIE	#352761 / SLSP	5/31/2025	8/4/2022
HOWARD, THOMAS	#183156 / QUALIFYING	10/31/2027	8/4/2022
JAMESON-FERRIS, BERYLE	#120071 / SLSP	5/31/2027	10/16/2023
LOVETT, STEPHEN	#320687 / ABKR	3/31/2027	5/5/2023
MCCORD, MATTHEW	#272197 / SLSP	9/30/2024	8/4/2022
MILLWOOD, SHARRON	#179562 / ABKR	3/31/2025	8/4/2022
MULKA, TANYA	#377346 / SLSP	1/31/2025	8/4/2022
REYNOLDS, STEPHEN	#369112 / SLSP	8/31/2024	8/4/2022
STOVALL, DAVID	#346790 / SLSP	11/30/2027	8/4/2022
TIBBS, ZACHARY	#385414 / SLSP	4/30/2026	8/4/2022
UNGER, CHASE	#392253 / SLSP	1/31/2027	8/4/2022

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

FINANCIAL SERVICES DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

Addendum #001 Answers to Bidder's Questions

RFQ/P #44-024

For the provision of

Commercial Real Estate Brokerage Services

January 4, 2024

Hall County, Georgia, Board of Commissioners issues this Addendum #001 Answers to Bidder's Questions for On-Call Real Estate Services.

Q1. **Page 6, 4.0 Scope of Work** sub-item c. states "Furnish all documents and contracts (i.e. title work)" – can you confirm that this item will be in coordination with the County's legal counsel?

Q2. **Page 7, Section 5.4**: The RFQ/P offers a method of digital submission in Section 5.4, stating "Bidders may submit their Proposals digitally following the same two-envelope method as described for paper submissions."

Q.2.1. Is it correct that bidders can submit separate digital versions of the Technical Qualifications Response and Cost Proposal Worksheet in lieu of the hardcopy paper submittal?

A2.1. Digital responses are permissible but only through DemandStar Bid ID # BA-44-024-0-2023/SC.

Q.2.2. If so, please confirm the method of digital submittal including the email address to which the submittal should be sent and any further instruction on the two-envelope method; e.g. should the Technical Qualifications Response be submitted in one email and Cost Proposal Worksheet be submitted in a separate email?

A2.1. Email bid responses will not be evaluated for award.

Q3. **Page 14, Article #104 – Non-Exclusive Rights**: Will the County offer exclusivity on a given assignment for a given / agreed-upon period of time?

A3. Yes.

Q4. **General Portfolio Question:** Can the County provide information on its existing portfolio, i.e., number and type of properties and square footage?

A4. The County does not have existing portfolio documentation responsive to this request.

Q5. **Regarding Exhibit B – Contract for Services:** If bidders have requests for minor revisions to Exhibit B Contract for Services, how should these be communicated back to the County?

A5. Bidders may provide red-lines on Exhibit B – Contract for Services for consideration at the time of their bid response. Red-lines modifications will not be considered after evaluations.

Q6. If revisions would be made to the sample contract, can bidders provide the signed version to the County after such revisions are discussed and agreed upon between both parties?

A6. Yes

Q7. **Regarding Exhibit C – Cost Proposal Worksheet**: May bidders provide the County with a table of applicable commission rates for transactions rather than a single percentage per transaction fee?

A7. Yes, however evaluations will only be made on one percentage rate per bid response.

Q8. **Regarding Exhibit G:** May bidders convert the provided exhibit to Word format to accommodate text response for each question? Or is it preferred to provide additional pages containing responses to questions beyond the space in each answer box?

A8. Yes, and bidders may request the form in Word by emailing apenick@hallcounty.org.

Bidder's signature acknowledging receipt of this Addendum #001. This must be returned with your bid response.

Signature: _____
Name: FRANK NORTO
Firm: NORTO COMMERCIAL GROUP
Date: 1-10-2024

Sincerely;
Andy Penick
Issuing Officer
Hall County, Georgia

AGENDA ITEM

Appointments for Consideration

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 118/2024

SUBJECT: Gainesville-Hall Development Authority appointment to serve a term from April 1, 2024 to March 31, 2028. Commission Districts 1, 2, 3, and 4.

Meetings:

Work Session Date: 03/11/24 **Voting Meeting Date:** 03/14/24

Executive Summary:

Presenter: BoC

Recommendation:
N/A

Purpose of Request:
Gainesville-Hall Development Authority appointment to serve a term from April 1, 2024 to March 31, 2028. Commission Districts 1, 2, 3, and 4.

History:

Facts and Issues:

Dan Carey is the current appointment.

Options:
The Gainesville Hall Chamber of Commerce has nominated Denise Deal of The Sassafras Group OR Casey Ryals of Hall County Farm Bureau Insurance.

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

Approvals:

Approve	Clerk

Approve	Clerk
JR	JR

Attachments:

Nomination Letter from Gainesville-Hall Development Authority

GREATER HALL
CHAMBER OF COMMERCE

230 E.E. Butler Parkway
Post Office Box 374
Gainesville, Georgia 30503

February 29, 2024

Chairman Richard Higgins
Hall County Commission
P. O. Drawer 1435
Gainesville, GA 30503

Dear Chairman Higgins:

The Greater Hall Chamber of Commerce nominates the following two (2) persons to be considered for the one (1) appointment to the Gainesville & Hall County Development Authority. The person selected will replace Dan Carey, whose term expires 3/31/2024. This request is in accordance with the By-Laws of the Authority that we submit these persons for selection.

Denise Deal, The Sassafras Group
Casey Ryals, Hall County Farm Bureau Insurance

Both of these nominees are familiar with the economic development efforts of Gainesville and Hall County and would be quality members of the Authority. Please make the selection at your earliest convenience and notify us.

Sincerely,

Kathryn L. Dunlap
President & CEO
Greater Hall Chamber of Commerce

Attachment: Current roster of members
Gainesville & Hall County Development Authority

cc: William Bagwell, Chairman
Gainesville & Hall County Development Authority
Tread Syfan, Attorney
Gainesville & Hall County Development Authority
Billy Powell, Hall County Commissioner
Zach Propes, Hall County Administrator
Jennifer Rivers, Hall County Board of Commission Clerk

770.532.6206
Fax 770.535.8419

www.greaterhallchamber.com

AGENDA ITEM

Appointments for Consideration

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 98/2024

SUBJECT: Chestatee Chattahoochee RC&D Council appointment to serve an unexpired term to December 31, 2024. Commission Districts 1, 2, 3 and 4.

Meetings:

Work Session Date: 03/11/24 **Voting Meeting Date:** 03/14/24

Executive Summary:

Presenter: B

Recommendation:
n/a

Purpose of Request:
Chestatee Chattahoochee RC&D Council appointment to serve an unexpired term to December 31, 2024. Commission Districts 1, 2, 3 and 4.

History:

Srikanth Yamala was the current appointment.

Facts and Issues:
The Chestatee-Chattahoochee Resource Conservation and Development Council is a small non-profit organization servicing the thirteen counties in northeast Georgia. Their mission statement is: To assist individuals and communities in utilizing and protecting our natural resources while improving the economy, environment and quality of life. Their membership consists of representatives from each of their thirteen counties, as well as their five Soil & Water Conservation Districts and the Georgia Mountains RDC.

Options:

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

Is there a deadline for this item?

Approvals:

Approve	Clerk
JR	JR

Attachments:

AGENDA ITEM

Community Services and Parks

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 76/2024

SUBJECT: Approve the ratification of the application and award for the Georgia County Internship Program (GCIP) Grant for Parks & Leisure Services to hire a County intern in the amount of $2,259.50, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A cash match of $1,000.00 will be required.

Meetings:

Work Session Date: 03/11/24

Voting Meeting Date: 03/14/24

Executive Summary:

Presenter: BH

Recommendation:
Approval

Purpose of Request:
Approve the ratification of the application and award for the Georgia County Internship Program (GCIP) Grant for Parks & Leisure Services to hire a County intern in the amount of $2,259.50, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A cash match of $1,000.00 will be required.

History:

Hall County has participated in the Georgia County Internship Program for nine years.

Facts and Issues:
The ACCG Civic Affairs Foundation operates the Georgia County Internship Program. The Hall County Parks Department has interest in an intern to assist in developing historical reports on financial data, as well as other data collection and analysis tasks.

Options:

Funding Requested $ 1,000.00

Are funds within current budget? No

Source of Funds Parks / Grant Funds

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

Approvals:

Grants	Submit	Approve	Grants
PS	BH	BH	SG
Budget	**Finance**	**Attorney**	**Administration**
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Hall County 2024 GCIP Contract Package
2024 Summer GCIP Application
2024 GCIP Grant Overview

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 76/2024

Funds Requested: $ 1,000.00

Request Budgeted: No

Proposed Source of Funding:

Parks / Grant Funds

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	250-MULTIPLE GRANT FUND	6210-PARKS AND LEISURE SERVICES	511101-PARTâ€TIME SALARIES	$2,000.50
2024	250-MULTIPLE GRANT FUND	6210-PARKS AND LEISURE SERVICES	512200-FICA	$229.50
2024	250-MULTIPLE GRANT FUND	6210-PARKS AND LEISURE SERVICES	512700-RISK MANAGEMENT ALLOCATION	$30.00
2024	250-MULTIPLE GRANT FUND	6210-PARKS AND LEISURE SERVICES	334110-STATEâ€OPERATING DIRECT	$-2,259.50
2024	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	511101-PARTâ€TIME SALARIES	$1,000.00

Budget Transfer Items:

Additional Information/Comments:

The intern can perform their internship any time from May, 1 2024- September 1, 2024.

Contact for Questions: BH

Phone:

ACCG Civic Affairs Foundation

GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC.**, (the "**FOUNDATION**"), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and _____County ("**COUNTY**"), having its principal office at_____.
In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the **COUNTY'S** governing authority and entry on the **COUNTY'S** minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk's Office as requested and incorporated into this Agreement.

B. Purpose of Agreement:

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter ("Grant Award Letter") (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application ("County Grant Application") (**Exhibit B**) from May 1, 2024 until September 1, 2024. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

II. REIMBURSEMENT TO COUNTY.

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

A. Use of Grant Funds.

1. Amount of Reimbursement

a. **Hourly Rate**. The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of $15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of $3000.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than $15.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the reimbursed hourly rate of $15.00 per hour, including workers' compensation and FICA.

b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost to cover the intern under the **COUNTY'S** workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to $30.00 per intern, per internship.

c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to $229.50 per intern, per internship.

2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than $15.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

III. **Obligations of COUNTY:**

A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2024 to September 1, 2024, for the Foundation approved internship project as described within the attached County Grant Application.

B. **Compensation.** The **COUNTY** shall pay interns funded in whole or in part by this grant a minimum of $15.00 per hour for each hour suffered or permitted to be worked by the intern.

C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.

D. **Required Information: Proof of Payment of Intern and Reporting Requirements**. Upon completion of the internship, the **COUNTY** shall provide the following information

to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form") **(Exhibit C)**; (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form ("Reimbursement Form") **(Exhibit D)**; and (5) completed Intern Evaluation Form (**Exhibit E**). All required information shall be submitted by the **COUNTY** and received by the **FOUNDATION** by October 11, 2024 in order to be eligible to receive grant reimbursement.

E. Hiring of Intern. In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the **COUNTY** must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The **COUNTY** may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The **COUNTY** must submit to the **FOUNDATION** no later than July 15, 2024; intern consent form ("Intern Consent Form") **(Exhibit F)**; the intern information form ("Intern Information Form" **(Exhibit G);** and an intern photograph.

F. Tax Withholdings. The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern's earnings.

G. Nondiscrimination in Employment Practices. The **COUNTY** agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.

H. Compliance with Applicable Provisions of Federal and State Laws and Regulations. The **COUNTY** agrees to comply with all applicable federal and state laws, including, but not limited to:

1. **The Americans with Disabilities Act.** The **COUNTY** agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.

2. **Fair Labor Standards Act**

3. **Georgia Security and Immigration Compliance Act**. The **COUNTY** agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

I. **Duty to Notify FOUNDATION.** It shall be the duty of the **COUNTY** to notify the **FOUNDATION** if an intern quits or is terminated by the **COUNTY** within five (5) days of separation.

J. **Nepotism.** If the **COUNTY** has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the **COUNTY** shall refrain from hiring interns who are closely related by blood or marriage to **COUNTY** employees or officials who have a hiring or supervisory role over the intern. The **COUNTY** shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the **COUNTY** fails to follow these requirements, the **COUNTY** will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.

K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the **COUNTY**. Interns are further not permitted to run personal errands for **COUNTY** officials and staff or work on projects that are unrelated to county government. If the **COUNTY** fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.

IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this **AGREEMENT** shall be valid or effective unless such modification is made in writing and signed by both parties.

V. TERMINATION

This Agreement may be terminated in the following circumstances:

A. **Due to default or for cause.** The **FOUNDATION** may terminate this **AGREEMENT** at any time if the **COUNTY** fails to perform any of its obligations under this **AGREEMENT** and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the **FOUNDATION**. The **COUNTY** shall be required to submit all required information identified in Section III (D) not later than 20 days after the date of written notice of termination. The **COUNTY** shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.

B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the **COUNTY'S** employment prior to the expiration of their internship period, this **AGREEMENT** shall terminate within 20 days of the separation unless another

undergraduate student, graduate student, recent graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

C. Natural Termination. Unless otherwise terminated, this Agreement shall terminate December 31, 2024.

D. Survival. The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

VI. Access to Records, Records Retention, and Investigation

A. The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. Hold Harmless

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION,** Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION.**

C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

XI. Miscellaneous Provisions

A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION,** or the Association County Commissioners of Georgia.

B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.

C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Form
Exhibit E	Intern Evaluation Form
Exhibit F	Intern Consent Form
Exhibit G	Intern Information Form

ACCG Civic Affairs Foundation

COUNTY:	**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC:**
_____	_____
Signature	Signature
_____	Dave Wills_____
Printed Name	Printed Name
_____	Secretary-Treasurer_____
Title:	Title:
This ____ day of _____, 2024	This ____ day of _____, 2024

COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of _____County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the _____ County Governing Authority in a meeting that was properly advertised and open to the public on _____, 2024, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

_____
Clerk

ACCG Civic Affairs Foundation

February 6, 2024

Ms. Sommer Green
2875 Browns Bridge Road
Gainesville, GA 30504

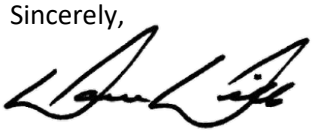
Dear Ms. Green,

I am pleased to inform you that Hall County has been awarded a **Georgia County Internship Program (GCIP) grant** from the Association County Commissioners of Georgia Civic Affairs Foundation ("ACCG Civic Affairs Foundation") contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the "Agreement") that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2024 summer program in the amount of $**2,259.50** for the **Administrative Intern** project to cover **one internship.** The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the Agreement.

Please contact Michele NeSmith at mnesmith@accg.org or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2024 grant program.

Sincerely,



Dave Wills
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Chair Richard Higgins
Brent Holloway
Jennifer Rivera
Zach Propes

Georgia County Internship Program Grant Application Summer 2024

Applicants should read the entire GCIP Application Packet prior to completing this form.

This application has three sections. Section I requires the applicant to indicate the grant category for the application. Section II requires the applicant to provide answers to a series of questions and Section III requires a detailed description of the internship project being proposed, the need it addresses, and the expected benefits to the county. More information on how to complete the application can be found in the GCIP Application Process and Guidelines document.

The application deadline for the 2024 GCIP grant program is **Monday, December 18, 2023**

Applications should be sent to **Michele NeSmith** at the Foundation via email to mnesmith@accg.org .

Please note that factors that influence consideration include but are not limited to the type of project submitted, the overall impact and benefit to the county of the project(s) proposed, the ability to partially fund the internship position(s), collaboration with other counties, regional commissions, colleges/universities, and/or non-profits, and the number of interns requested.

Reminder: Interns should be currently enrolled in college as undergraduate or graduate students or have recently graduated from college within one year of the grant period. High school students 16 years of age or older who are dually enrolled in a college or university are also eligible. Interns cannot work more than 200 total hours during the grant period unless the county agrees to pay for all expenses beyond the 200-hour period. The county and the intern can decide how many hours the intern works per week and the total number of weeks worked. It is recommended that the minimum hours worked per week be no less than 15 hours.

Section I: Grant Category

Select (X) the grant category for this application.

General GCIP Grant	X
Kundell Environmental Grant	
Garner Health and Human Services Grant	
Verizon Grant	

Section II: General Grant Information

County Name:	Hall County
County E-Verify Number:	46833
Number of Interns Requested:	1

Are you submitting an application that includes a partner?	☐ Yes X No
List partners:	
Is your partner a nonprofit, college, or university?	☐Yes X No
List contribution level	____$600 (25%) _____Other

(Partners can include other counties, regional commissions, colleges/universities, and/or non-profit organizations. Partnerships with colleges/universities, and/or non-profit organizations must include at least a 25% funding contribution from those entities.)

Name of Grant Coordinator or other Primary Contact:	Sommer Green		
County:	Hall County		
Department:	Finance Department		
Position:	Grants Manager		
Address:	2875 Browns Bridge Road, Gainesville, GA 30504		
Email:	sgreen@hallcounty.org	**Phone:**	770-297-5503

Is the county providing partial funding of the amount needed to fund the Internship? (Total cost of the internship is $3,000 plus FICA and WC supplement)	X Yes	No
What amount?	$:	1000.00

OR				
Is the county providing additional funding? (on top of the grant amount)			☐ Yes	X No
What amount?			$:	
Who will be the supervisor for the intern? X Same as grant coordinator or other primary county contact X Other				
	Name:	Brent Holloway		
	Department:	Parks & Community Services		
	Position:	Director		
	Address:	2875 Browns Bridge Road, Gainesville, GA 30504		
	Email:	bholloway@hallcounty.org	Phone:	678-997-5823
Has this individual previously supervised interns?			X Yes	☐ No

Is adequate space available to support an intern?		X Yes	☐ No
Is adequate equipment available (computer, software programs, etc.) for the intern to complete the proposed project(s)?		X Yes	☐ No
Will outside technical assistance be required for the intern to complete the project?		X Yes	☐ No
If Yes, who will provide it:	Hall County Management Information Systems Department		
Has your county previously had an intern?		X Yes	☐ No
Has your county ever had an intern in this field?		X Yes	☐ No
Has your county previously received a Georgia County Internship Program (GCIP) grant for interns?		☐ Yes	X No
Is there a college or university located in your county?		X Yes	☐ No
Is there a technical college located in your county?		X Yes	☐ No
What special skills should the intern have to be able to complete the project, such as knowledge of certain types of software, experience using certain types of equipment, etc.? (Note this is for a student so years of work in a certain field should not be included.)			
Candidate would aid in developing historical reports on our financial data (monthly revenue/expenditures for each department and account, year after year), as well as other data collection and analysis tasks. It's something that would be extremely useful in the administration of our operating budget, but not something that falls under the job duties of any current staff. *We would need someone with an intermediate skill level in Excel and some level of comfort compiling and analyzing data.*			
Will any special training be provided to the intern?		☐ Yes	X No
If Yes, please describe:			
Please describe how your county plans to recruit and advertise the internship position:			

Hall County will be reaching out to local technical schools and universities with the below job description.

HALL COUNTY
CLASS SPECIFICATION

JOB TITLE: ADMINISTRATIVE INTERN

FLSA STATUS: NON-EXEMPT

CLASSIFICATION: PART TIME

REPORTS TO: DIRECTOR

DEPARTMENT(S): PARKS & COMMUNITY SERVICES/FINANCE DEPARTMENT

JOB SUMMARY:

To provide a variety of administrative support responsibilities, to include compiling and analyzing data in the production of reports, compiling survey results, assisting in assessment of capital project needs, assisting in production of presentations. Provide clerical and light administrative office tasks and other duties relative to Parks operations and events.

ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:

Record and analyze statistics related to various department functions.

Produce reports identifying year-over-year trends in participation, survey results and other departmental data.

Assists director and other department staff as needed.

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

Performs other related work as required.

MATERIALS AND EQUIPMENT USED:

Personal Computer	Parks Reservation Software
Copy/Fax Machine	Microsoft Office Suite

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

High School Diploma or GED, or equivalent

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

Licenses and Certifications:

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

Knowledge, Skills and Abilities:

General computer skills

Intermediate skill level in Microsoft Excel or similar spreadsheet software

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

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

Problem solving skills.

Ability to work independently.

ADA Minimum Qualifications

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

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

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

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

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

Section III: Project Description and Intern Position Title

Project Information

Internship position title:	Administrative Intern

In the gray space below, please FULLY describe the internship position being proposed, the need it addresses, the benefits to the county, and the necessary

intern qualifications. The space will expand when you start to type. Include no more than 1-2 additional pages to describe the internship. More information can be found in the GCIP Application Process and Guidelines document.

Hall County believes in supporting our local universities and technical colleges by assisting their students with the opportunity to apply their knowledge and skills within a real-world environment and on-site job experience. Hall County can offer interns experience with hands on day-to-day functions of county government, community service, and analytical experience that can be added to their resume. Working with interns allows Hall County to not only invest in the future of the intern, but also the future and success of Hall County as a whole. Interns offer the ability to take some of the day-to-day tasks off administration while freeing up time for colleagues to address other larger pressing responsibilities that face our administration. Hall County also appreciates a new perspective on business procedures, creative marketing ideas, and suggestions for addressing the needs that our community. Hall County Board of Commissioners is always watching for future talent and long-term employment retention rates. By working with internships Hall County is given the possibility of finding the best new member of our team.

For questions, email mnesmith@accg.org or call (404) 992-8737

The Georgia County Internship Program is offered by the ACCG Civic Affairs Foundation thanks to the generosity and support of our donors and supporters. The Foundation is a nonprofit 501 (c) (3) organization. For more information, visit www.civicaffairs.org.

Exhibit C

ACCG Civic Affairs Foundation

Georgia County Internship Program (GCIP) E-Verify Usage and Acknowledgement Form

Georgia law through O.C.G.A. §13-10-91(a) requires all counties to use E-Verify to verify the employment eligibility of all newly hired employees. All intern participants in the GCIP must be verified through this process by the county when they are hired. Failure to complete this process will result in the forfeiture of grant funds by the ACCG Civic Affairs Foundation to the county.

The following information should be prepared by the Human Resources Director or person for your county who processes new employees to verify that the county did use E-Verify to verify the employment eligibility of interns hired through the GCIP. This form is to be submitted along with a copy of the offer letter to complete the proof of hire grant requirement. The county should not submit the E-Verify confirmation issued by USCIS, I9 form, or other sensitive information such as copies of a driver's license, passport, or social security card to satisfy this requirement.

I,_____, acknowledge that _____ County used the E-Verify program to verify the employment eligibility of _____, GCIP summer intern, on the _____ day of _____ 2024.

_____
County Position

_____ _____
Signature Date

_____
E-Verify Number

_____
Date of E-Verify Authorization

Exhibit D

ACCG Civic Affairs Foundation

Georgia County Internship Program (GCIP) Grant Reimbursement Request Form

Grant reimbursements will be mailed to the County before the end of the contract period, upon proper completion and submission of all required information and obligations pursuant to this Agreement.

County Requesting Reimbursement:_____

Requested By: _____

Intern Information

Name:_____

Department Hired:_____

Number of Hours Worked:_____

Cost of Wages:_____
Cost of FICA: _____
Cost of Worker's Compensation: _____
Total Amount of Reimbursement Requested: _____

For illustrative purposes, the County may request up to the maximum reimbursement amount of $3259.50 as follows and pursuant to the Agreement. Where any conflict arises between this exhibit and the terms and conditions of the Agreement, the terms and conditions shall control.

Intern wages are paid through the grant at a rate of $15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of $3000.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

Reimbursement for Worker's Compensation may be requested at a rate of $1 per $100 salary for a maximum reimbursement of $30.00.

Reimbursement for FICA may be requested at a rate of .0765% multiplied by salary for a maximum reimbursement of $229.50.

All interns are required to be covered under the County's Workers Compensation Plan. The funds provided for Workers Compensation and for FICA must be used for those purposes. Any wages paid at a rate higher than $15 per hour shall be paid by the county as well as the cost of FICA and Worker's Compensation associated with wages above that rate.

I,_____, swear and attest that the information provided in this request is accurate to the best of my knowledge. I further understand that I am required to submit proof of payment by submitting pay stubs and any additional documentation that confirms the funds were properly administered by **October 11, 2024.**

_____ _____

Signature Date

ACCG Civic Affairs Foundation

Exhibit E

Georgia County Internship Program (GCIP) Intern Evaluation Form

Please answer the following questions thoroughly to help the GCIP learn about the details of your internship. When completed, submit to Michele NeSmith at mnesmith@accg.org.

Name: _____

County: _____

1. Before this internship, were you familiar with county government operations?

2. What have you learned about county government from your internship?

3. What were your major internship responsibilities as you understood them? Please specify.

4. What do you believe were your most significant successes during the internship? Please specify.

5. What was the favorite part of your internship?

6. What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?

7. What advice would give your peers who are considering a county internship?

8. Based on your internship, would you consider a career in county government?

9. How did you hear about this internship opportunity?

10. Do you have any advice for counties on how best to recruit high school, college, or graduate students for future county internships?

11. Do you have any recommendations on how this program can be improved?

Exhibit F

ACCG Civic Affairs Foundation

Georgia County Internship Program (GCIP)

INTERN CONSENT FORM

I,_____, authorize the Association County Commissioners of Georgia Civic Affairs Foundation, Inc., and_____ County to use my name, college or university, year in school, major, terms of employment, image, audio, video, quotations, internship evaluation, interviews and any other pertinent information related to my internship in the Georgia County Internship Program for reporting, promotional, and data collection and analysis purposes, which may include, but is not limited to social networking sites, website, brochures, publications, press releases, videos, photographs and other forms of print and digital media.

_____

Signature of Intern

_____

Date

Exhibit G

ACCG Civic Affairs Foundation

GEORGIA COUNTY INTERNSHIP PROGRAM INTERN INFORMATION FORM			
COUNTY INFORMATION			
Name of Supervisor:	Title:		
County:	Department:		
Street Address:			
City:	State:	ZIP Code:	
Phone Number:	Email Address:		
INTERNSHIP POSITION INFORMATION			
Full Name of Intern (Hired):			
Street Address:			
City:	State:	ZIP Code:	
Phone Number:	Personal Email address:		
College/University/ Highs School Student Attends:	Program or Major:	Expected Year of Graduation:	
Post Graduation Plans:			
Intern Position Title:	Department:		
Start Date:	End Date:	Hours Worked Per Week:	
SIGNATURES			
Signature of County Supervisor:	Date:		
Signature of Hired Intern:	Date:		

This form must be completed in full for each intern the county has hired who is being paid through Georgia County Internship Program grant funds. No funding will be granted without this form.

Georgia County Internship Program Grant Application Summer 2024

Applicants should read the entire GCIP Application Packet prior to completing this form.

This application has three sections. Section I requires the applicant to indicate the grant category for the application. Section II requires the applicant to provide answers to a series of questions and Section III requires a detailed description of the internship project being proposed, the need it addresses, and the expected benefits to the county. More information on how to complete the application can be found in the GCIP Application Process and Guidelines document.

The application deadline for the 2024 GCIP grant program is **Monday, December 18, 2023**

Applications should be sent to **Michele NeSmith** at the Foundation via email to mnesmith@accg.org .

Please note that factors that influence consideration include but are not limited to the type of project submitted, the overall impact and benefit to the county of the project(s) proposed, the ability to partially fund the internship position(s), collaboration with other counties, regional commissions, colleges/universities, and/or non-profits, and the number of interns requested.

Reminder: Interns should be currently enrolled in college as undergraduate or graduate students or have recently graduated from college within one year of the grant period. High school students 16 years of age or older who are dually enrolled in a college or university are also eligible. Interns cannot work more than 200 total hours during the grant period unless the county agrees to pay for all expenses beyond the 200-hour period. The county and the intern can decide how many hours the intern works per week and the total number of weeks worked. It is recommended that the minimum hours worked per week be no less than 15 hours.

Section I: Grant Category

Select (X) the grant category for this application.

General GCIP Grant	X
Kundell Environmental Grant	
Garner Health and Human Services Grant	
Verizon Grant	

Section II: General Grant Information

County Name:	Hall County
County E-Verify Number:	46833
Number of Interns Requested:	1

Are you submitting an application that includes a partner?	☐ Yes X No
List partners:	
Is your partner a nonprofit, college, or university?	☐Yes X No
List contribution level	____$600 (25%) _____Other

(Partners can include other counties, regional commissions, colleges/universities, and/or non-profit organizations. Partnerships with colleges/universities, and/or non-profit organizations must include at least a 25% funding contribution from those entities.)

Name of Grant Coordinator or other Primary Contact:	Sommer Green		
County:	Hall County		
Department:	Finance Department		
Position:	Grants Manager		
Address:	2875 Browns Bridge Road, Gainesville, GA 30504		
Email:	sgreen@hallcounty.org	**Phone:**	770-297-5503

Is the county providing partial funding of the amount needed to fund the Internship? (Total cost of the internship is $3,000 plus FICA and WC supplement)	X Yes	No
What amount?	$:	1000.00
OR		

Is the county providing additional funding? (on top of the grant amount)			☐ Yes	X No
What amount?		$:		
Who will be the supervisor for the intern? X Same as grant coordinator or other primary county contact X Other				
	Name:	Brent Holloway		
	Department:	Parks & Community Services		
	Position:	Director		
	Address:	2875 Browns Bridge Road, Gainesville, GA 30504		
	Email:	bholloway@hallcounty.org	Phone:	678-997-5823
Has this individual previously supervised interns?			X Yes	☐ No

Is adequate space available to support an intern?	X Yes	☐ No
Is adequate equipment available (computer, software programs, etc.) for the intern to complete the proposed project(s)?	X Yes	☐ No
Will outside technical assistance be required for the intern to complete the project?	X Yes	☐ No
If Yes, who will provide it: Hall County Management Information Systems Department		
Has your county previously had an intern?	X Yes	☐ No
Has your county ever had an intern in this field?	X Yes	☐ No
Has your county previously received a Georgia County Internship Program (GCIP) grant for interns?	☐ Yes	X No
Is there a college or university located in your county?	X Yes	☐ No
Is there a technical college located in your county?	X Yes	☐ No
What special skills should the intern have to be able to complete the project, such as knowledge of certain types of software, experience using certain types of equipment, etc.? (Note this is for a student so years of work in a certain field should not be included.)		
Candidate would aid in developing historical reports on our financial data (monthly revenue/expenditures for each department and account, year after year), as well as other data collection and analysis tasks. It's something that would be extremely useful in the administration of our operating budget, but not something that falls under the job duties of any current staff. *We would need someone with an intermediate skill level in Excel and some level of comfort compiling and analyzing data.*		
Will any special training be provided to the intern?	☐ Yes	X No
If Yes, please describe:		
Please describe how your county plans to recruit and advertise the internship position:		
Hall County will be reaching out to local technical schools and universities with the below job description.		

HALL COUNTY
CLASS SPECIFICATION

JOB TITLE: ADMINISTRATIVE INTERN

FLSA STATUS: NON-EXEMPT

CLASSIFICATION: PART TIME

REPORTS TO: DIRECTOR

DEPARTMENT(S): PARKS & COMMUNITY SERVICES/FINANCE DEPARTMENT

JOB SUMMARY:

To provide a variety of administrative support responsibilities, to include compiling and analyzing data in the production of reports, compiling survey results, assisting in assessment of capital project needs, assisting in production of presentations. Provide clerical and light administrative office tasks and other duties relative to Parks operations and events.

ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:

Record and analyze statistics related to various department functions.

Produce reports identifying year-over-year trends in participation, survey results and other departmental data.

Assists director and other department staff as needed.

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

Performs other related work as required.

MATERIALS AND EQUIPMENT USED:

Personal Computer	Parks Reservation Software
Copy/Fax Machine	Microsoft Office Suite

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

High School Diploma or GED, or equivalent

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

Licenses and Certifications:

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

Knowledge, Skills and Abilities:

General computer skills

Intermediate skill level in Microsoft Excel or similar spreadsheet software

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

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

Problem solving skills.

Ability to work independently.

ADA Minimum Qualifications

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

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

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

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

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

Section III: Project Description and Intern Position Title

Project Information

Internship position title:	Administrative Intern

In the gray space below, please FULLY describe the internship position being proposed, the need it addresses, the benefits to the county, and the necessary intern qualifications. The space will expand when you start to type. Include no more

<u>than 1-2 additional pages to describe the internship.</u> More information can be found in the GCIP Application Process and Guidelines document.

Hall County believes in supporting our local universities and technical colleges by assisting their students with the opportunity to apply their knowledge and skills within a real-world environment and on-site job experience. Hall County can offer interns experience with hands on day-to-day functions of county government, community service, and analytical experience that can be added to their resume. Working with interns allows Hall County to not only invest in the future of the intern, but also the future and success of Hall County as a whole. Interns offer the ability to take some of the day-to-day tasks off administration while freeing up time for colleagues to address other larger pressing responsibilities that face our administration. Hall County also appreciates a new perspective on business procedures, creative marketing ideas, and suggestions for addressing the needs that our community. Hall County Board of Commissioners is always watching for future talent and long-term employment retention rates. By working with internships Hall County is given the possibility of finding the best new member of our team.

For questions, email mnesmith@accg.org or call (404) 992-8737

The Georgia County Internship Program is offered by the ACCG Civic Affairs Foundation thanks to the generosity and support of our donors and supporters. The Foundation is a nonprofit 501 (c) (3) organization. For more information, visit www.civicaffairs.org.

ACCG Civic Affairs Foundation

MEMORANDUM

To: Georgia County Internship Program (GCIP) Grant Recipients for Summer 2024 Grant Period

From: Michele NeSmith, ACCG Research and Policy Development Director on behalf of the ACCG Civic Affairs Foundation

Re: County Grant Information Packet and Grant Agreement

Date: February 7, 2024

Congratulations on being a grant recipient for the Summer 2024 Georgia County Internship Program (GCIP)! We hope that this internship is mutually beneficial to both the county and intern. The intern can perform their internship at any time from May 1, 2024-September 1, 2024. Counties are responsible for paying the interns during the internship and the Foundation will reimburse counties for their internships after the internship has been completed and all required documentation has been submitted. Reimbursement requests with accompanying proof of hire must be submitted to the Foundation no later than Friday, October 11, 2024. **Please read this memo and all the materials included in this packet in their entirety before you submit the requested documents.**

The primary contact for the grant will need to work closely with the Human Resources Department, or the person who manages the county's hiring practices in that there are many employment related forms that must be completed by the county and the intern close to the date of hire. If the primary contact for the grant changes before the end of the grant period, please contact me immediately and provide the new contact with their email and phone numbers.

While the Foundation is aware that it may take time to have your board formally approve the grant agreement through a meeting of the board of commissioners, please make every effort to return it as soon as possible so that it can be finalized by the Foundation. When an intern has been hired, the Foundation should be notified, and a copy of the Intern Consent Form and the Intern Information Form should be submitted as soon as possible, but no later than **July 15, 2024**. The county should not wait until the end of the grant period to submit this information.

Also, if you have previously participated in the grant program you are aware that we request that the intern evaluation form and photo(s) of the intern be submitted. In that past this has been an optional requirement, but it is now mandatory. Please ensure that both are submitted in order to be eligible for the reimbursement.

Enclosed in this packet is the grant checklist, frequently asked questions, and an intern supervisor's guide. The grant agreement is included in a separate attachment and includes the

following: 1) grant award letter 2) county grant application, 3) E-Verify usage and acknowledgement form, 4) grant reimbursement form 5) intern evaluation form, 6) the intern consent form, and 7) the intern information form.

In order to receive the grant funds, the county must submit the following to the Foundation:

1) **Signed Grant Agreement – as soon as possible**
2) **Signed Intern Consent Form – beginning of the internship but no later than July 15, 2024**
3) **Signed and Completed Intern Information Form – beginning of the internship but no later than July 15, 2024**
4) **Intern Photo – by September 1, 2024 (head shot and action photo)**
5) **Proof of Hire (offer letter and a copy of the E-Verify Usage and Acknowledgement Form) by October 11, 2024**
6) **Signed and Completed Grant Reimbursement Form – by October 11, 2024**
7) **Proof of Payment – by October 11, 2024**
7) **Completed Intern Evaluation – by October 11, 2024**

Once the county has submitted all the items listed above, the Foundation will provide reimbursements for the wages, workers' compensation coverage, and Federal Insurance Contributions Act (FICA) for the county internship positions that have been approved by the Foundation. The money provided for FICA and workers' compensation must be used for these purposes. The county is required to cover all interns hired through the GCIP under their workers' compensation policy. Grant reimbursements may take 6-8 weeks to process. **Please note that your county will not receive your grant reimbursement until you have submitted ALL the requested information and provide proof that an intern has been hired.**

Over the course of the internship, the Foundation will be checking in with the internship supervisor(s) for your county to ensure that the internship is going smoothly. The Foundation will also be visiting certain counties in order to interview the intern(s) and supervisor(s) and to take photos to promote the program. All visits will be scheduled prior to arrival. If you have any questions or concerns, please contact me at mnesmith@accg.org or at 404-992-8737.

Thanks again for your participation in this program.

ACCG Civic Affairs Foundation

Georgia County Internship Program (GCIP) County Check List

- ☐ Read all provided information before completing required forms

- ☐ The **Grant Agreement** needs to be approved by the County Board of Commissioners at a Board meeting, signed, and returned to the Foundation **as soon as possible.** The Foundation will then sign the agreement and return it to the County.

- ☐ Send Foundation internship job posting and advertise locally **as soon as possible**

- ☐ Complete, sign and submit the **Intern Information Form** to the Foundation **at the beginning of the internship**, **but no later than July 15, 2024** (must be signed by intern and intern supervisor)

- ☐ Intern to complete and sign **Intern Consent Form** and submit to the Foundation **at the beginning of the internship, but no later than July 15, 2024**

- ☐ Submit photo(s) of Intern (head shot and action shot) by **September 1, 2024**

- ☐ Submit proof of hire (copy of Offer Letter and E-Verify Usage and Acknowledgement Form) to the Foundation by **October 11, 2024**

- ☐ Submit proof of payment to the Foundation by **October 11, 2024**

- ☐ Submit Intern Evaluation to the Foundation by **October 11, 2024**

ACCG Civic Affairs Foundation

Georgia County Internship Program (GCIP)
Frequently Asked Questions

Will the grant contract need to be approved by the board of commissioners?
Yes. The contract needs to be approved by the board of commissioners and entered on the minutes as required by state law at O.C.G.A. § 36-10-1.

What qualifications does an intern have to meet?
The program is open to undergraduate and graduate students from a variety of educational backgrounds, provided a student's abilities are appropriate to the intern project proposed by the county. Since county governments provide a wide range of services, counties are encouraged to be creative in proposing internship opportunities across diverse areas of study from engineering and law to human resources and veterinary sciences.

Recent college graduates may be selected for an internship provided they can provide proof that their graduation was within six months of the start date of the internship. High school students who are dually enrolled in a college program ***and*** are 16 years of age or older may also participate.

How many hours should an intern work and how should this time be scheduled?
GCIP grant funds will pay internship costs for up to a maximum of 200 internship hours. It will be up to the county and the intern to determine the work schedule in terms of the number of hours worked per week and total number of weeks to be worked. It is recommended that the minimum number of hours worked per week is 15.

If a grant for multiple interns is awarded to a county, this does not mean each intern has to work the same schedule or the same number of hours as long as the total number of hours worked under the grant does not exceed 200 for any one intern.

When can internships be completed?
A student may start an internship at any time during the applicable Grant Period. Students must complete their internship no later than the last day of the applicable Grant Period.

What if my intern doesn't complete the full 200 hours?
Interns are not required to work the total 200 hours for the county to receive the grant, although the Foundation will only reimburse the county under the grant based on the actual number of hours worked if less than 200.

While GCIP grant funds cannot be provided past the applicable Grant Period, a county and an intern can extend the duration of any internship based on mutual agreement. All expenses incurred beyond the grant period will be paid by the county.

My county was awarded one internship. Can I split the grant to hire two interns?
Yes. If a county was awarded a grant for one intern and later determined that more than one intern was needed, the grant can be split into two 100-hour internships if the county abides by all the requirements of the grant agreement. However, the Foundation must first be contacted to ensure the requested split meets all the grant requirements. The grant for one intern cannot be split into more than two 100-hour internships.

How much do interns get paid under GCIP and how is this funded?
The county pays the intern directly and the Foundation reimburses the county for all approved costs after all required paperwork has been provided.

The wage for interns for the 2024 grant period is $15.00 per hour. Interns cannot be paid less than $15.00 per hour. The total hourly pay for a maximum 200-hour internship may not exceed $3000 in wages, $229.50 in FICA, and up to $30 in workers' compensation costs for a maximum reimbursement of $3259.50 per intern. An intern paid using GCIP grant funds must be covered under the county's workers' compensation plan.

If a county wants to pay an intern more than $15.00 per hour, that amount over $15.00 will need to be paid by the county along with the additional FICA and workers' compensation costs applicable to the additional salary. The GCIP grant does not cover wages paid over $15.00 per hour nor does it pay for more than 200 hours of employment during any grant period.

Can the county extend the internship beyond the 200 hours/grant period?
Yes, but the county will be responsible for all related costs beyond the 200 hours and timeframe provided in the grant agreement.

What if an intern needs academic credit?
If a student wants to obtain academic credit for the internship, it will be the responsibility of the county to work with the student and the student's academic institution to fulfill this requirement. The Foundation is not responsible for securing academic credit or certifying work performed by the intern for this purpose.

What if my county has already hired an intern for the grant period?
If a county already has identified an intern who meets the requirements for this program for a specific Grant Period, the county is eligible to receive grant funding for that intern as long as it submits all required application materials by the applicable deadline and is selected to receive a grant. Note that the internship must be completed within the applicable Grant Period.

Who is responsible for recruiting interns?
It will be the responsibility of the county to recruit and hire their intern. This requires advertising through the county website, area technical colleges and universities, contacting department heads of colleges, etc. The county is also responsible for selecting applicants to interview, interviewing, and hiring interns.

The Foundation will assist in this process by posting county positions on its website www.civicaffairs.org to provide statewide exposure to interested students and sharing these postings with career service directors across the state. If needed, the Foundation can further assist in this process if the county needs additional assistance or direction on how to recruit interns.

What happens if a county is not able to recruit an intern for its GCIP grant?
If no intern can be identified, the GCIP grant will be rescinded for that grant period.

What if the grant project cannot be performed as provided in the county application ? Contact the Foundation immediately to see if a possible accommodation can be made. Grant awards are based on competitive scoring related to the project submitted. As such, grant projects should be performed as described. If an accommodation cannot be made, the grant will be rescinded.

Can interns perform private projects for elected officials or staff?
No. Interns are not allowed to work on projects that are not county-related. The purpose of the internship is for the student to learn about county government through a project that benefits the county, not a county staff member or elected official.

Can interns work on political campaigns?
Interns funded by GCIP are prohibited from participating in any type of political campaign work.

ACCG Civic Affairs Foundation

Georgia County Internship Program

County Intern Supervisor's Guide

Welcome to the Georgia County Internship Program!

We are excited that you are participating in the Georgia County Internship Program (GCIP). Over the following months, you will have the opportunity to work with a student or recent graduate who is interested in learning about how communities and governments operate at the local level. Outside of working for a county or city it is very difficult for students to learn practical lessons about local government. It is our hope that this internship with your county not only will provide a valuable education on the operations of local government but may also help to motivate the student to consider a career in public service.

Serving as an Internship Supervisor is a big responsibility and will require a significant time commitment. As an Internship Supervisor, it is necessary to oversee all daily assignments and projects, provide direction and feedback and ensure that the intern has adequate workspace and needed resources. It is your responsibility that all the requirements for the program are met. These requirements are necessary to ensure that the student gets the most out of his or her internship experience.

The best way to have a successful internship program is to prepare as much as you can for the intern before he or she arrives. Please take a moment to look over the materials contained within this manual. These materials were prepared to ensure that you have adequate resources to take you from the interview process through to the exit evaluation. We encourage you to use these materials both to help you prepare for the arrival of your intern and to keep your intern on task so that projects are completed in a timely manner.

We wish you the best of luck with the internship and hope that your county decides to participate in the GCIP in the future. Please continue to visit our website at www.civicaffairs.org to learn more about project ideas and how other counties are utilizing interns.

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The Interview Process

While the Association County Commissioners of Georgia Civic Affairs Foundation (Foundation) helps to promote GCIP internship positions, counties are ultimately responsible for recruiting and hiring their intern. It is highly recommended that the county posts the internship position on the county website where jobs are advertised as well as post on area college student recruitment websites. Once applications for the internship position are received by the county, you will need to begin the interview process. Please schedule at least thirty minutes per interview in order to provide ample time to get to know each student or recent graduate. Once you have scheduled an interview, be sure to send a reminder confirmation along with directions to your office to the interviewee. It may be beneficial to include parking information, especially if your department does not have adequate parking available.

Sample Intern Interview Questions

1. What attracted you to this internship opportunity?

2. How does this internship fit into your schedule and educational goals?

3. What do you hope to gain from this experience?

4. Do you have any knowledge or experience with local government issues?

5. [Describe position/ project details] What coursework or former work/volunteer experience do you think best prepared you for a position like this?

6. Do you have experience working with customers/clients?

7. Any questions?

Sample Internship Offer Letter

Dear _____,

It is with great pleasure that I offer you the position of _____ internship with _____ County. The intent of the Georgia County Internship Program is to provide outstanding students the opportunity to receive a "hands on" understanding of the inner workings of county government.

The position that you are being offered begins _____ and ends _____. During your internship, I will be your supervisor and will review your progress toward the timely completion of all assignments on a regular basis. By accepting this position, you are committing to work _____ hours a week on a regular weekly schedule to be determined at the start of the internship. You will be responsible for notifying me in advance if you will be absent on days that you are scheduled to be in the office. You will be paid _____ (weekly/monthly) at an hourly rate of $____ (there are no benefits associated with this position.) As part of the _____ County team, it will be important to note and adhere to _____ County's standards regarding office conduct and work rules.

The projects that you are assigned will involve issues affecting county governments. These projects will be substantially, if not completely, your responsibility. At least one of these projects will result in a tangible work product at the completion of the internship. In addition, you may be assigned smaller research-related and administrative duties. It is our intention to ensure that the work that you will be assigned will result in a meaningful learning experience for you.

I look forward to working with you, and I thank you in advance for your contribution to _____ County.

Sincerely,

_____

_____ County Internship Supervisor

Sample Internship Rejection Letter

Dear _____,

I enjoyed meeting with you on _____ regarding the _____ internship position with _____ County. I was very impressed with your resume and qualifications and thought that you presented yourself in a very professional manner over the course of the interview.

We received numerous applications for this position and in that we had many well qualified applicants, it was difficult to make the final selection. While your credentials were impressive, we have chosen another candidate at this time.

Please remember that you may re-apply for another internship position in the future as those become available. I wish you the best of luck with your future academic and career endeavors.

Sincerely,

_____

_____ County Internship Supervisor

Before the Intern Arrives – Checklist

Prior to the new intern's arrival, it will be helpful to address some of the items listed below to ensure that the intern will be able to function in and around the office once he or she starts work. By completing these items ahead of time, you will be able to smoothly transition the intern into your office so that he or she can begin daily activities and assignments immediately upon arrival.

☐ **Prepare an Intern Manual**

Intern Manuals are a great way to provide your intern with basic information about your office and its operation. The following list suggests general information that should be applicable for most offices. It may be helpful, in the event your intern is the first for your county, that you have the intern put together a more thorough manual as a project so that you can use it with future interns.

- Intern Expectations (Duties, Hours, Dress Code, Timesheets/Payroll, etc.)
- Office Personnel and Procedures Manual, if available
- Office Staff Information (Phones numbers, Office numbers)
- "How To" Section (How to operate phones, copier, fax, scanners, etc.)
- Transportation (Parking, Transit options)
- Local Areas of Interests (Lunch options, Nearby ATMs/Banks)
- Helpful Resources for completing assignments (Websites, Manuals, etc.)

☐ **Develop a timeline of assignments and projects, including tentative due dates (**see the sample Work Plan**)**

☐ **Set aside space for the intern to work** (desk, office, cubicle, etc.)

☐ **Set up passwords for computers and/or phones if needed**

☐ **Order name badge or employee ID if required**

☐ **Send email to the intern regarding the 1st day of work (**provide instructions on any documentation the intern needs to bring, appropriate dress, where to park, where to report to, etc.**)**

☐ **Set up a New Intern Breakfast/Luncheon to introduce the intern to the office staff** (if resources are available)

☐ **Make arrangements with the Human Resources Department to schedule a time for the intern to be properly processed on the first day (**fill out county personnel information, grant paperwork, etc.)

Sample Internship Project Plan

_____County

Project Assigned:

_____

Project Details:

_____

Project Deadline:

_____

Recommended Resources:

_____

(Insert time frame) Tasks:

_____

(Insert time frame) Tasks:

_____

Mid-Project Review Date:

_____

(Insert time frame) Tasks:

_____

Final Project Review Date:

_____

Processing the Intern on Arrival

Once the intern arrives, the Human Resources Department will need to meet with the intern so that he or she can fill out all applicable paperwork required by the county and required by the GCIP grant. All interns must be covered under the county's workers' compensation plan and should be processed as an employee of the county. Interns should be verified through the E-Verify program just as any other new hire for the county. The county is required to submit the E-Verify Acknowledgement Form to the Foundation as proof of this requirement.

GCIP grant-paid interns are also required to complete and submit the Intern Consent Form and Intern Information Form to the Foundation as part of the grant paperwork.

Establishing Goals for the Internship

On the first day of work, it is very important to meet with the intern in order to establish the goals that you want him or her to achieve during the internship. This should include discussion of projects, proposed timelines, available resources and general information about your expectations.

Furthermore, it is also very important over the course of the internship that you schedule periodic and regular meetings to ensure that the intern is meeting the required plan of action.

The following page provides a sample work plan you may wish to use for your county's program. Note that your work plan may not need to be as detailed as the one shown below, but it should contain at least one mid-term review of the project and the intern's performance. Not only will a work plan help the intern stay on track, it will also help you to adjust the workload in the event you need the intern to focus on certain tasks more than others due to changing priorities.

Sample Internship Work Schedule (for a 12 Week Internship)

Sample Project Assigned: Create a Record Retention Schedule and Record Management Database and Provide Instructions on How to Use Both

Project Details: By using Microsoft Access, create a database which will store all records for the county manager's office that provides for searchable categories. Using the local government retention schedule provided by Georgia Archives, develop a retention plan for all the records provided within the county manager's office.

Project Deadline: End of Internship

Sample Project Schedule:

Weeks 1-4: Review all records currently in manager's office. Provide an inventory of each record.

Weeks 5-6: Using the local government retention schedule listed on the Georgia Archives website, divide all records inventoried into categories based on the schedule.

Weeks 7-8: Meet with county manager and IT director about the records inventoried and discuss implementation of the retention schedule. Discuss suggested schedules for the documents identified and create schedule based on meeting outcome.

Weeks 9-10: Create database and input approved inventory list by category. Create queries as needed.

Weeks 11-12: Draft directions on how to use database and retention schedule

Georgia County Internship Program (GCIP) Intern Evaluation Form

Please answer the following questions thoroughly to help the GCIP learn about the details of your internship. When completed, submit to Michele NeSmith at mnesmith@accg.org.

Name: _____

County: _____

1. Before this internship, were you familiar with county government operations?

2. What have you learned about county government from your internship?

3. What were your major internship responsibilities as you understood them? Please specify.

4. What do you believe were your most significant successes during the internship? Please specify.

5. What was the favorite part of your internship?

6. What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?

7. What advice would give your peers who are considering a county internship?

8. Based on your internship, would you consider a career in county government?

9. How did you hear about this internship opportunity?

10. Do you have any advice for counties on how best to recruit high school, college, or graduate students for future county internships?

11. Do you have any recommendations on how this program can be improved?

County Considerations for Future Internships

The Foundation hopes that your county's experience with the Georgia County Internship Program is a success. Before applying for future GCIP grants, it may be helpful to review the following questions to ensure that your county is getting the most out of the program.

Questions about the Project(s) Assigned:

1. Was the intern able to complete the project assigned within the time allowed? If not, why?
2. Did the intern have too much "down time"? Was enough work available for the intern?
3. Was the type of project assigned suitable for the student hired (high school, college, or graduate student)? Was it too challenging or not challenging enough?
4. Is there enough project work available for a future internship?
5. What type of future projects does your office need assistance with that would be suitable for an intern?

Questions about Supervision of the Intern:

1. Did your schedule permit you to be available to assist the intern by answering questions and/or providing input on a project?
2. Were you able to provide the intern with detailed, clear instructions on how to complete a project?
3. Did the intern have other staff members who could answer questions and provide assistance?
4. Should you increase or decrease the number of interns requested for the GCIP grant period based on your availability to supervise?

Questions about Possible Future Requests for GCIP Intern Grant Support:

1. Did the previous intern have the right skill set for your office?
2. Should you change the skill or academic qualifications required for the next intern?
3. Are high school, undergraduate, or graduate students better suited for the types of projects that your office provides?
4. Did the applicants that interviewed for the previous internship meet your expectations and/or have the right type of qualifications for the position?
5. Was your previous internship posting detailed enough to generate interest?

AGENDA ITEM

Corrections and Maintenance

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 63/2024

SUBJECT: Approve the renewal of annual contract for RFQ/P #43-013 Facilities Grounds Keeping and Lawn Maintenance Services for Facilities Management to BrightView Landscape Services, Inc. of Lawrenceville, GA, in the amount of $200,775.80.

Meetings:

Work Session Date: 03/11/24

Voting Meeting Date: 03/14/24

Executive Summary:

Presenter: WD

Recommendation:
Approve.

Purpose of Request:
Approve the renewal of annual contract for RFQ/P #43-013 Facilities Grounds Keeping and Lawn Maintenance Sevices for Facilities Management to BrightView Landscape Services, Inc. of Lawrenceville, GA, in the amount of $200,775.80.

History:

Original contract approved by Board on Agenda Item #562/2022.

Facts and Issues:
This is for lawncare service for the Government Center, Health Department and Courthouse service areas. Renewal will bring contract to a Fiscal Year service contract starting July 1, 2024.

This will be year two (2) of a five (5) year contract.

Options:

Funding Requested	$ 200,775.80
Are funds within current budget?	Yes
Source of Funds	General Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Purchasing	Budget
AP	WD	AP	TS
Finance	**Attorney**	**Administration**	**Clerk**
WG	WLI	CR	JR

Attachments:

Financial Supplement
Signature Request & Contract
Courthouse Service Area Map 1
Health Department Service Area Map 2
Government Center Service Area Map 3

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 63/2024

Funds Requested: $ 200,775.80

Request Budgeted: Yes

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND	1565-BUILDINGS AND MAINTENANCE	522203-GROUNDS MAINTENANCE	$50,193.96
2025	100-GENERAL FUND	1565-BUILDINGS AND MAINTENANCE	522203-GROUNDS MAINTENANCE	$150,581.84

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: WD

Phone: 678-989-8540

Hall County Government
FINANCIAL SERVICES

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

CONTRACT RENEWAL SIGNATURE REQUEST

Year two (2) of a five (5) year contract

Date: February 6, 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: # 43-013

Contract Name: Facilities Ground Keeping & Lawn Maintenance Services

Department(s) Requesting Contract: Facilities Management

Vendor Name: BrightView Landscape Services, Inc.

Date of BOC Vote: 3/14/2024

☐ Price Increase Requested — Percentage Increase: n/a

☐ Demand Service Contract — Previous Spend: $146,196.00

☐ Commodity Contract — Requested Amount: $200,775.80

☒ Service Contract

Comments:

Original contract approved by Board on 12/27/2022 Agenda Item #562/2022. This is for lawncare service for the Government Center, Health Department and Courthouse service areas. Renewal will bring contract to a Fiscal Year service contract starting July 1, 2024.

PRICE INCREASE DETAILS

Bid/Contract No: 43-013-1

Bid/Contract Name: Facilities Ground Keeping & Lawn Maintenance Services

Contractor asked for a three-percent (3%) price increase which is allowable per contract #43-013, Article #102-C. The increase is shown on Attachment A.

New Monthly Cost:	$12,548.49
Previous Monthly Cost:	$12,183.00
Price Change per month:	$ 365.49

State of Georgia
County of Hall

Contract # 43-013-1

Attachment A

Facilities Ground Keeping & Lawn Maintenance Services

Monday, January 8, 2024

Whereas, the Contractor and the County have agreed to a change in the contract prices and have recorded them below, and have both agreed to their rates, the prices associated with this contract are hereby changed upon approval of the County:

Contract #43-013, Article #102(C) allows for a price increase request. Facilities Management approved the vendor's request for a 3% increase from $12,183.00 per month to $12,548.49, ($365.49 additional) and results in the pricing shown below. In order to line up with the Fiscal Year, we request this Renewal Period be extended from March 1, 2024 through June 30, 2025. The 3% price increase is to begin March, 2024 is shown below.

RENEWAL YEAR 2 of 5.

Month	Calendar Year	Frequency of Services	Monthly Cost
March	2024	Weekly	$ 12,548.49
April	2024	Weekly	$ 12,548.49
May	2024	Weekly	$ 12,548.49
June	2024	Weekly	$ 12,548.49
July	2024	Weekly	$ 12,548.49
August	2024	Weekly	$ 12,548.49
September	2024	Weekly	$ 12,548.49
October	2024	Weekly	$ 12,548.49
November	2024	Bi-Weekly	$ 12,548.49
December	2024	Bi-Weekly	$ 12,548.49
January	2025	Bi-Weekly	$ 12,548.49
February	2025	Bi-Weekly	$ 12,548.49
March	2025	Weekly	$ 12,548.49
April	2025	Weekly	$ 12,548.49
May	2025	Weekly	$ 12,548.49
June	2025	Weekly	$ 12,548.49

State of Georgia
County of Hall

Contract # 43-013-1

Contract Renewal #1

Facilities Ground Keeping & Lawn Maintenance Services

January 8, 2024

Whereas, the County desires to Renew the Contract period from March 1, 2024 to June 30, 2025 in accordance with the terms and conditions of Bid # 43-013, Facilities Ground Keeping & Lawn Maintenance Services dated March 1, 2023; and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2025
2. Agreed upon three-percent (3%) price increase.
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. This includes the addition or subtraction of services or service locations. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

BrightView Landscape Services, Inc.

By: Todd Chesnut
Print Name: Todd Chesnut
Title: Senior Vice President

Sworn to and subscribed before me this

8th Day of January, 2024

Notary Public: Patricia Loudy

Notary commission expires: Notary Public State of Florida Patricia Loudy My Commission HH 132303 Exp. 12/04/2025

Nathaniel R. Anderson

HALL COUNTY, GEORGIA

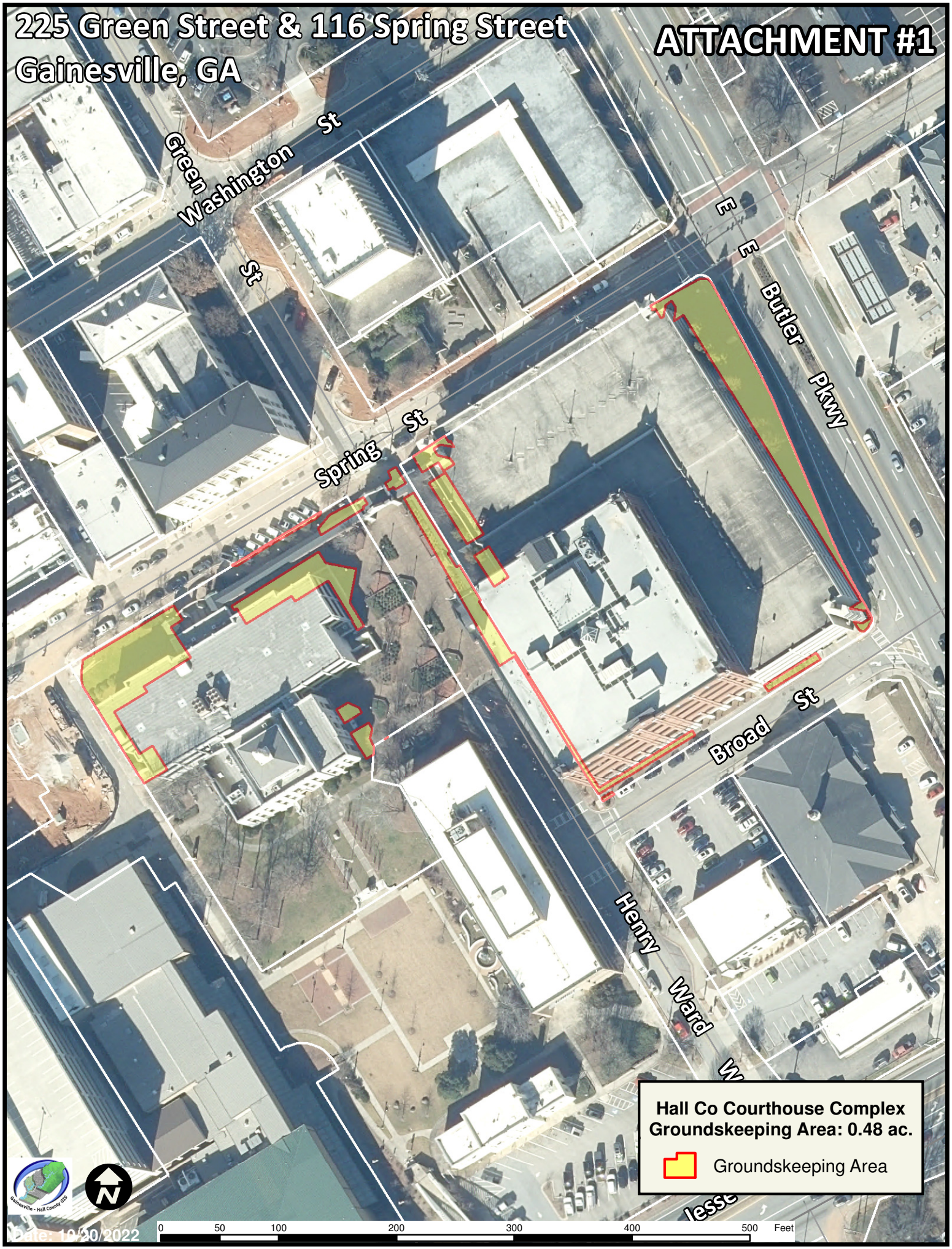
By. _____
Richard Higgins, Chairman
Hall County Board of Commissioners

Date: ~~01/08/2024~~ AP

Attestment: _____
County Clerk

Approved as to Form

_____
~~William J. Linkous~~, County Attorney or designee


225 Green Street & 116 Spring Street
Gainesville, GA
ATTACHMENT #1
Green St
Washington St
E E Butler Pkwy
Spring St
Broad St
Henry Ward
Hall Co Courthouse Complex
Groundskeeping Area: 0.48 ac.
Groundskeeping Area
Date: 10/20/2022
0 50 100 200 300 400 500 Feet

1280 & 1290 Athens Street
Gainesville, GA
ATTACHMENT #2
Lanier Pkwy
Athens St
Health Department Complex
Groundskeeping Area: 3.9 ac.
Groundskeeping Area
Date: 10/20/2022
0 50 100 200 300 400 500 Feet

2859 & 2875 Browns Bridge Road
Gainesville, GA
ATTACHMENT #3
Saint Charles Ave
Browns Bridge Rd
Mcever Rd
Florence Dr
Hall Co Government Center
Groundskeeping Area: 16.4 ac.
Groundskeeping Area
Date: 10/20/2022
0 50 100 200 300 400 500 Feet

AGENDA ITEM

Corrections and Maintenance

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 41/2024

SUBJECT: Approve the award of IFB #033-44 Courthouse Parking Garage Repairs – Phase II for Facilities Management to Southern Wall Systems II, LLC of Suwanee, GA, in the amount of $274,703.00.

Meetings:

Work Session Date: 03/11/24

Voting Meeting Date: 03/14/24

Executive Summary:

Presenter: WD

Recommendation:
Approve.

Purpose of Request:
Approve the Award of IFB #033-44 Courthouse Parking Garage Repairs – Phase II for Facilities Management to Southern Wall Systems II, LLC of Suwanee, GA, in the amount of $274,703.00.

History:

Facts and Issues:
Department recommendation stems from competively bid IFB #033-44 with Southern Wall Systems II, LLC being the lowest cost responsive and responsible bidder.

The property consists of an existing parking garage located at 225 Green Street in Gainesville, GA.

The garage serves Hall County and has five (5) deck levels, with entrances/exits on the north and south elevations. The garage was constructed in 1980 of precast and cast-in-place concrete, with an addition constructed in ~ 2000. As part of a long-term maintenance initiative, Hall County previously engaged ECS as a third-party consultant to visually assess the garage to determine its current condition.

Options:

Funding Requested	$ 274,703.00
Are funds within current budget?	Yes
Source of Funds	Capital Projects Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	No
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Purchasing	Budget
AP	WD	AP	EW
Finance	**Attorney**	**Administration**	**Clerk**
WG	WLI	CR	JR

Attachments:

Financial Supplement
Bid Tab
Contract
Drawings

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 41/2024

Funds Requested: $ 274,703.00

Request Budgeted: Yes

Proposed Source of Funding:

Capital Projects Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	1565-BUILDINGS AND MAINTENANCE	541300-BUILDING AND IMPROVEMENTS	$274,703.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KI

Phone: 678-617-4517

IFB # 033-44 Bid Tabulation Summary	HALL COUNTY COURTHOUSE PARKING GARAGE REPAIRS - PHASE II						2/7/2024	
Bidders	Southern Wall Systems II, LLC	Engineered Restorations, Inc.	Valcourt Water Proofing and Restoration	Metro Water Proofing, Inc.	ADDCO Restoration	Structural Restoration Solutions, Inc.	Ketom Construction Co., Inc.	Multiplex, LLC
Location	Suwanee, GA	Lawrenceville, GA	Atlanta, GA	Scottdale, GA	Atlanta, GA	Atlanta, GA	Loganville, GA	Duluth, GA
Bids	$ 274,703.00	$ 304,980.00	$ 312,478.00	$ 318,825.00	$ 333,312.00	$ 346,578.84	$ 432,951.00	No Bid

RECOMMENDED: Southern Wall Systems II, LLC
LOWEST BID AMOUNT: $ 274,703.00
BIDS MAILED: 9 HALL: 0
BIDS RECEIVED: 7 HALL: 0
NO BIDS: 1 HALL: 0

Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Date: February 29, 2024

To: Richard Higgins, Chairman, Board of Commissioners

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached Contract.

Bid/Contract No: IFB #033-44

Contract Name: Hall County Parking Garage Repairs - Phase II

Department(s) Requesting Contract: Facilities Management on behalf of Court Administration

Vendor Name: Southern Wall Systems II, LLC

☐ Price Increase Requested	Percentage Increase: N/A
☐ Demand Service Contract	Previous Spend: N/A
☐ Commodity Contract	Requested Amount: $274,703.00
☒ Service Contract	

Comments:

Department recommendation stems from Southern Wall Systems II, LLC of Suwanee, GA being the lowest cost, responsive and responsible bidder.

ATTACHMENT A

PRICE INCREASE DETAILS

Bid/Contract No: IFB #033-44

Bid/Contract Name: Hall County Parking Garage Repairs - Phase II

New Contract – No Price Increase

Final Total Computations

From Exhibit C - Revised Mandatory Cost Proposal Worksheet	
Grand Total From Cost Proposal Worksheet	$ 273,790.00
Less Alternate Line-Item A Deduction	$ (3,890.00)
Plus Alternate Line-Item B Addition	$ 1,518.00
Plus Alternate Line-Item C Addition	$ 3,285.00
Final Total of Project	$ 274,703.00

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #033-44

For the provision of

Hall County Parking Deck Repairs Phase II

ARTICLE #101 - INTRODUCTION

This Contract for Hall County Parking Deck Repairs, Phase II (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 Southern Wall Systems II, LLC (Hereinafter "Contractor"), located at 550 Satellite Blvd NE, Suite 200, Suwanee, GA 30024. Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

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

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

Whereas, this Contract is the result of the competitively Bid IFB # 033-44, the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, Attachments, are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the terms, conditions, mutual promises, covenants and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

A. Contractor agrees to provide the Services to the County as detailed attached as the Phase II Stamped Drawings Scope of Work and the Preliminary Phasing Plan, as provided by the Contractor.

B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled Exhibit C – Mandatory Cost Proposal Worksheet, as incorporated herein by reference, (including Performance & Payment Bonds and all permits if required) shown below:

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

C. **Price Escalation Clause**. (Not applicable)

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
Phone: 678-617-4517

COUNTY ISSUING OFFICER
Andy Penick
Purchasing Manager
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
apenick@hallcounty.org
Ph: (770) 531-4939

CONTRACTOR'S CONTACT INFO
Harrison Overcash
Senior Estimator
Southern Wall Systems II, LLC
550 Satellite Blvd NW
Suite 200
Suwanee, GA 30024
Email: hovercash@southernwall.com
Phone: (678) 394-5128

REMIT-TO ADDRESS (same).

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

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

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

   Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, acts of war,

civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

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

B. Obligations beyond Contract Term. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

C. Transition Cooperation with the County and Cooperation with other Contractors. Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

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

A. **Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.

3. The Contractor fails to make substantial and timely progress toward performance of the Contract.

4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.

6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

   1. Immediately terminate the Contract for default without additional written notice.

   2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,

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

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

E. **Termination due to Failure of Contractor to Act.**
The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.

3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.

4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

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

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

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.

2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.

3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and

5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

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

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.

B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

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

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

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

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

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

ARTICLE # 118– INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

a. $1,000,000 per Occurrence

Additional Provisions:

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

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

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

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

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

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

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

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

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

ARTICLE # 119 – NO WAIVER:

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."

B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on Exhibit C – Mandatory Cost Proposal Worksheet, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.

C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.

D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

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

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

B. **Invoice/Payment.**

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

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

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. **Set-Off Against Sums Owed by the Contractor**. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any

judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

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

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

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

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

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

ARTICLE #124 – RETAINAGE

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

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

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

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131– VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.

8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.

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

[Signature Page Follows]

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

Southern Wall Systems II, LLC

By: _____

Print Name: Craig Meadows

Title: CFO

Sworn to and subscribed before me this

6th Day of February, 2024

Notary Public: _____

Notary commission expires: 2-2027

[Locus Sigilli – Seal or Stamp]

HALL COUNTY, GEORGIA

By. _____

Richard Higgins, Chairman

Hall County Board of Commissioners

Date: _____

Attestment: _____

Board of Commissioners Clerk

Approved as to Form

~~William J. Linkous III~~, County Attorney or designee

Nathaniel R Andersen

GWINNETT COUNTY, GEORGIA
MARILYN A. MCEWEN
NOTARY PUBLIC
COM. EXP.
Feb. 22, 2027

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

EXHIBIT A

MANDATORY BID RESPONSE FORM

Bidders must complete and return this form with their bid

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

Bid No: 033-44

Bid Name: Courthouse Parking Garage Repairs - Phase II

Date of Bid Submittal: January 25, 2024

Affirmation: Bidder affirms the following by affixing a wet signature in blue ink below:

> "I, the undersigned, agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this bid proposal".

Company Name: Southern Wall Systems

Bidder Signature: Harrison Overcash Date: 1/24/24

Print Name: Harrison Overcash

Title: Senior Estimator

Print Name: Harrison Overcash

Phone Number: 678-394-5128

Email Address: hovercash@southernwall.com

Physical Address: 550 Satellite Blvd NE | Suite 200 | Suwanee, GA 30024

Physical Address 2: _____

Unsigned bids may be declared as "Non-Responsive" and may not be evaluated.

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

_____ Bidder does not offer this service

_____ Unable to meet specifications

EXHIBIT C

REVISED MANDATORY COST PROPOSAL WORKSHEET

01/23/2024

Green Street Parking Deck, Gainesville, GA

SECTION 1 - IMMEDIATE REPAIRS

Repair Item	Approximate Quantity	Units	Unit Rate	Total
Mobilization / Demobilization	1	LS		$32,969.00
Double-Tee Web Epoxy Inject Cracks	20	LF	$70.80	$1,416.00
Double-Tee Web Patch Repair	30	SF	$118.37	$3,551.00
Double-Tee Flange Spall Repair	50	SF	$95.50	$4,775.00
Column Patch Repair	12	SF	$99.75	$1,197.00
Inverted Tee-Beam Spall Repair	20	SF	$91.25	$1,825.00
Wall Crack Repair	20	LF	$62.60	$1,252.00
Stitch Spall Patch Repair	25	SF	$108.52	$2,713.00
Topside Deck Patch Repair	20	SF	$77.80	$1,556.00
Spandral Spall Repair	10	SF	$97.10	$971.00
Cable Barrier Replacement	2	EA	$3,802.00	$7,604.00
Stairs Spalls and Cracking	75	LF	$101.39	$7,604.00
Temporary Shoring	1	LS	$4,769.00	$4,769.00
V2 Composite Biscuit Repair	540	LF	$32.67	$17,641.00
IMMEDIATE REPAIR SUBTOTAL				**$89,843.00**
SECTION 2 - MAINTENANCE REPAIRS				
Route and Seal Cracks in Elevated Slab	3510	LF	$4.09	$14,350.00
Remove / Replace Sealant	8500	LF	$4.34	$36,907.00
Expansion Joint Replacement	435	LF	$128.94	$56,090.00
Clean / Coat Steel Connections	1	LS	$25.10	$42,163.00
Clean / Remove Efflorescence	100	SF	$19.30	$1,930.00
Install / Replace Wheel Stops	156	EA	$208.38	$32,507.00
Maintenance Repair Subtotal				**$183,947.00**
Grand Total of Section 1 + Section 2 Repairs				**$273,790.00**

VOLUNTARY CONTRACTOR ALTERNATES

This section is provided to allow the submitting contractor to provide alternates that they believe may result in cost savings or enhancements they believe are warranted to the scope of work. These alternates are to be informational and not bind the Owner in any way. Please provide a brief description of the alternate, pricing for the alternate and indicate if the alternate would be an extra or credit to the base bid. Please use additional pages for more line items, product data, or additional commentary and explanation.

A. Wheels Stop 6'C"X6" ILO 6'X7"X8" Deduct
$3,890.00 Dollars

B. Concrete remove and replace steel bar (200LF) Add
$1,518.00 Dollars

C. Remove and replace damage drain lid covers (6 ct) Add
$3,285.00 Dollars

D. _____ Add/Deduct
$_____ Dollars

III. QUANTITIES OF WORK:

Quantities are not guaranteed and are to be used for Bidding Purposed only. It is the Contractor's responsibility to verify quantities during bidding. Contractor and Engineer shall verify quantities of material during the project and unit pricing shown in the Bid Form will form the basis for payment on each of the repair quantities.

IV. PROJECT SCHEDULE:

Please provide your projected schedule for the work:

Proposed Start Date: 30 Days after contract

Proposed Completion Date: 54 working days

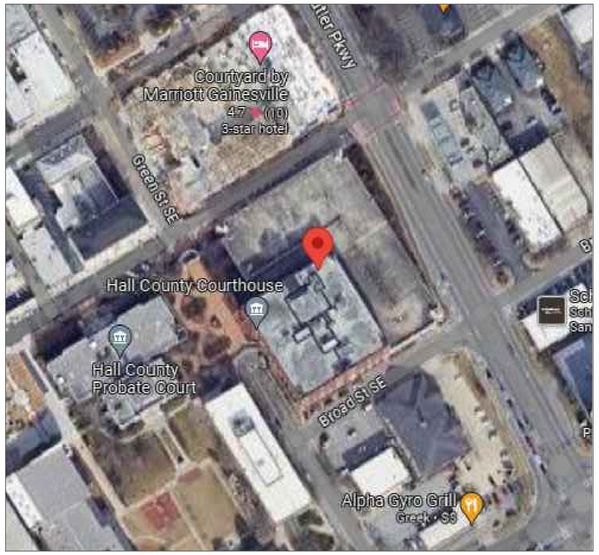
Proposed Duration: 54 calendar days

V. PROJECT APPROACH AND PHASING:

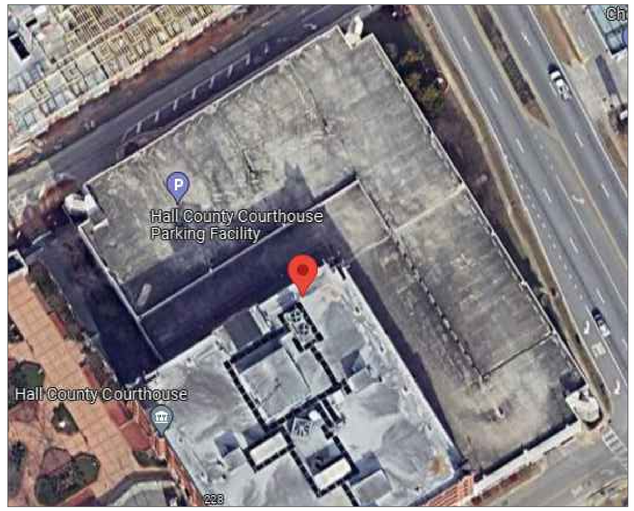
Provide a brief description of your proposed project approach and phasing plan on a separate attached sheet.

HALL COUNTY GOVERNMENT
GREEN STREET PARKING GARAGE
PARKING GARAGE REPAIR DESIGN PHASE II

VICINITY MAP



LOCATION MAP



BUILDING DATA AND CODE ANALYSIS

TENANT	HALL COUNTY GOVERNMENT
PROJECT NAME	PARKING GARAGE REPAIR DESIGN PHASE II
ADDRESS	225 GREEN STREET GAINESVILLE, GA 30501
BUILDING CODES FOR REPAIR DESIGNS	IBC 2018 WITH GA AMENDMENTS

SCOPE OF WORK

PARKING GARAGE REPAIR DESIGN PHASE II: DESIGN TO INCLUDE RECOMMENDED REPAIRS PER ECS STRUCTURAL ASSESSMENT REPORT DATED AUGUST 14, 2023.

DRAWING INDEX

STRUCTURAL

S100	COVER PAGE
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S107	REPAIR DETAILS
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S110	REPAIR DETAILS

ECS Southeast, LLP
1550 North Brown Road
Suite 140
Lawrenceville GA 30043
p. 678-546-8034
www.ECSlimited.com

CLIENT

HALL COUNTY GEORGIA
We have it all in Hall

SEAL

GEORGIA REGISTERED No. PE 46634 PROFESSIONAL ENGINEER ERIC JAMES SALLS II
10/20/2023

PROJECT INFORMATION

GREEN STREET PARKING GARAGE

REPAIR DESIGN
225 GREEN STREET

GAINESVILLE, GA 30503

SUBMISSION	DATE
CONSTRUCTION	10.20.2023
-	-
-	-
-	-
-	-
-	-
-	-

DRAWN BY	CHECKED BY
EJS	LRG

ECS PROJECT NO.
48:3231-A

SHEET NAME

S100

GREEN STREET PARKING DECK REPAIRS SPECIFICATIONS

I. OVERVIEW

THE REPAIR DRAWINGS ARE PREPARED TO ADDRESS THE PHASE II PARKING DECK REPAIRS FOR THE SUBJECT SITE IN GAINESVILLE, GA.

THE EXISTING STRUCTURE IS A 5-STORY REINFORCED CONCRETE FRAMED BUILDING WITH CONCRETE SLAB-ON-GRADE AT FIRST FLOOR AND PRECAST DOUBLE-TEE ELEVATED DECKING ON FLOORS TWO THROUGH FIVE.

II. GENERAL SUMMARY OF WORK

PROVIDE ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND SUPERVISION NECESSARY TO COMPLETE THE REPAIRS AS SPECIFIED HEREIN. IT IS TO BE NOTED THAT THE FOLLOWING GENERAL DESCRIPTION APPLIES FOR THE WORK:

A. COMPLETE CONCRETE REPAIRS ON THE ELEVATED LEVELS AND THE SLAB ON-GRADE OF THE GARAGE AS IDENTIFIED BY VISUAL OBSERVATIONS.
B. ROUT AND SEAL CRACKS IN CONCRETE ON THE ELEVATED LEVEL THAT ARE GREATER THAN 1/16". REMOVE AND REPLACE EXISTING SEALANTS IN CRACKS PREVIOUSLY ROUTED AND SEALED, INCLUDING COVE BASE AT THE GARAGE PERIMETER.
C. REMOVE AND REPLACE ALL SEALANTS THROUGHOUT THE GARAGE.
D. INJECT EPOXY AT LOCATIONS OF CRACKED DOUBLE TEE FLANGES AND WEBS.
E. INJECT GROUT AT LOCATIONS OF LEAKING CAST-IN-PLACE CONCRETE WALLS CRACKS AT LEVEL 1.
F. INSTALL V2 COMPOSITE BISCUITS AT FAILED SHEAR PLATES AT PLANK-TO-PLANK CONNECTIONS.
G. REMOVAL AND REPLACEMENT OF DAMAGED NOSING ALONG EXISTING EXPANSION JOINTS.
H. REPLACE DRAIN CAPS AS REQUIRED.
I. CLEAN AND PAINT EXPOSED STEEL BEARING PLATES AT BEAM-TO-COLUMN AND PLANK-TO-PLANK CONNECTIONS.
J. CLEAN AND PAINT DOUBLE TEE CONNECTORS THROUGHOUT THE GARAGE AS EXPOSED DURING THE SEALANT REPLACEMENT WORK.

PROPERLY REMOVE AND DISPOSE OF ALL DEBRIS GENERATED BY THIS WORK FROM THE PROJECT ON A REGULAR BASIS IN ORDER TO PREVENT BUILD UP IN THE GARAGE.

PROVIDE DISCONNECTION AND RECONNECTION OF DRAIN LINES OR OTHER UTILITIES AS REQUIRED TO COMPLETE THE WORK. WORK WITH THE OWNER TO CREATE A DETAILED TIMELINE FOR ANY REQUIRED DISCONNECTION (AND RECONNECTION) OF THE BUILDING'S UTILITIES.

THE OWNER SHALL SUPPLY ELECTRICAL POWER AND WATER NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK. THE CONTRACTOR SHALL SUPPLY ALL OTHER UTILITIES AS NECESSARY.

III. MATERIAL SPECIFICATIONS

GENERAL
A. THE REPAIRS ARE DESIGNED IN ACCORDANCE WITH REFERENCE CODES: IBC 2018 WITH GEORGIA AMENDMENTS.
B. LOADS SHALL BE IN ACCORDANCE WITH IBC 2018 SECTION 1607.1.
   1. LOADS SHALL NOT EXCEED A UNIFORM LIVE LOAD OF 40 PSF
   2. SEISMIC DESIGN CATEGORY: B, SITE CLASS: D
C. CONSTRUCTION MEANS AND METHODS ARE TO BE DETERMINED BY THE GENERAL CONTRACTOR.
D. DO NOT SCALE FROM DRAWINGS. FIELD CONDITIONS AND DIMENSIONS ARE TO BE VERIFIED IN THE FIELD BY THE GENERAL CONTRACTOR. IF CONDITIONS DIFFER FROM THE INFORMATION PROVIDED, ECS MUST BE CONTACTED SO THAT, IF NECESSARY, A REVISION OF THE DESIGN CAN BE DEVELOPED AND ISSUED.

CONCRETE
A. PATCH MATERIAL: SIKA REPAIR 222, OR APPROVED EQUAL, FOR HORIZONTAL REPAIRS. USE WITH SIKA ARMATEC 110 EPOCEM.
B. STRUCTURAL CONCRETE: NORMAL-WEIGHT, 4,500 PSI COMPRESSIVE STRENGTH AT 28 DAYS W/ 4% TO 6% ENTRAINED AIR CONTENT, A SLUMP BETWEEN 3"AND 5", AND A MAXIMUM WATER-CEMENT RATIO OF 0.45.
C. CORROSION INHIBITOR ADMIXTURE TO BE SUBMITTED WITH CONCRETE MIX DESIGN.
D. CONCRETE SHALL HAVE A SAND FINE AGGREGATE AND NORMAL WEIGHT COARSE AGGREGATE CONFORMING TO ASTM-C150.
E. UNLESS SUBMITTED AND APPROVED OTHERWISE, ASTM C150, TYPE I CEMENT SHALL BE USED.
F. MAXIMUM BATCH-TO-PLACEMENT TIME IS 90 MINUTES. CONCRETE SHALL BE PLACED WITH AN AMBIENT TEMPERATURE RANGE OF 55 TO 90 DEGREES FAHRENHEIT.
G. VIBRATE CONCRETE IN ACCORDANCE WITH ACI-309.
H. MATERIALS USED FOR FORMING SHALL BE STRAIGHT, SMOOTH, AND - WHERE POSSIBLE FROM A CONSTRUCTABILITY STANDPOINT – BE CONTINUOUS WITH THE NUMBER OF PROVIDED JOINTS AND SEAMS MINIMIZED.
I. CONCRETE IS TO BE SELF-BONDING OR A BONDING AGENT IS REQUIRED WITH USE.

REINFORCING STEEL
A. REINFORCING BARS SHALL CONFORM TO ASTM-A615, GRADE 60. REINFORCING BARS SHALL NOT BE TACK WELDED, WELDED, HEATED, OR THERMALLY CUT WITHOUT PRIOR APPROVAL BY ECS.
B. DETAILING OF CONCRETE REINFORCING BARS AND ACCESSORIES SHALL CONFORM TO THE RECOMMENDATIONS OF ACI 315, "DETAILS AND DETAILING OF CONCRETE REINFORCEMENT" AND ACI SP-66, "DETAILING MANUAL". PLACING OF REINFORCING BARS SHALL CONFORM TO THE RECOMMENDATIONS OF ACI 315R, "MANUAL OF ENGINEERING AND PLACING DRAWINGS FOR REINFORCED CONCRETE STRUCTURES" AND CRSI, "MANUAL OF STANDARD PRACTICE".

JOINT SEALANTS
A. SEALANT: SILICONE SEALANT CONFIRMING TO ASTM C920, GRADE NS, CLASS 25, TYPE S SEALANT COMPATIBLE WITH USE M (MORTAR).
B. JOINT PRIMER: AS REQUIRED BY MANUFACTURERS.
C. SOLVENT: METHYL ETHYL KETONE (MEK) OR APPROVED EQUIVALENT.
D. BACKING ROD: CLOSED CELL, NON-GASSING, SOF-ROD OR APPROVED EQUIVALENT. MATERIAL SHALL BE 50% COMPRESSIBLE.

ADDITIONAL NOTES
A. GENERAL CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR THE FOLLOWING: CONCRETE MIX DESIGN AND REINFORCEMENT. PROVIDE ELECTRONIC COPIES FOR REVIEW AND APPROVAL.

IV. GENERAL REPAIR NOTES

CRACK REPAIR - ROUT AND SEAL
A. AT LOCATIONS OF SLAB CRACKS, ROUT CRACKS TO BE 1/4" WIDE (MIN.) AND 3/8" DEEP (MIN.).
B. CLEAN AREA WITH COMPRESSED AIR, WATER, OR OTHER INDUSTRY-ACCEPTED MEANS AND METHODS.
C. INSTALL A POLYURETHANE-BASED SEALANT SUITABLE FOR PARKING GARAGE EXPOSURE.
D. SEALANT COLOR TO BE CHOSEN BY OWNER.

JOINT SEALANT - REPLACEMENT
A. REMOVE DETERIORATED SEALANT.
B. CLEAN AREA WITH COMPRESSED AIR, WATER, OR OTHER INDUSTRY-ACCEPTED MEANS AND METHODS.
C. INSTALL BACKER ROD IN JOINTS.
D. INSTALL A POLYURETHANE-BASED SEALANT SUITABLE FOR PARKING GARAGE EXPOSURE.
E. SEALANT COLOR TO BE CHOSEN BY OWNER.

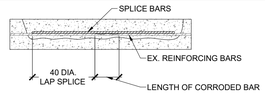
CONCRETE WALL CRACK REPAIR - GROUT INJECTION
A. CLEAN LOOSE CONCRETE AND DEBRIS FROM CRACK.
B. DRILL HOLES FOR GROUT PLUGS ALONG THE LENGTH OF THE CRACK. STARTING AT THE LOWEST POINT OF THE CRACK, TRIANGULATE THE POSITION OF THE FIRST HOLE TO BE DRILLED SO THAT IT WILL INTERSECT THE CRACK AT A 45° ANGLE.
C. DRILL THE NEXT HOLE IN THE SAME MANNER ON THE OPPOSITE SIDE OF THE CRACK.
D. INSTALL 5/8" (16MM) INJECTION PLUGS INTO THE DRILLED HOLES AND TIGHTEN.
E. FLUSH HOLES WITH WATER OR PER MANUFACTURER RECOMMENDATIONS.
F. INJECT GROUT INTO THE PLUG UNTIL MATERIAL COMES OUT THE FACE OF THE CRACK AND STARTS TO APPROACH THE NEXT PLUG.
G. ADHERE TO MANUFACTURER'S SPECIFICATIONS.

CORRODED CONNECTIONS PAINTING
A. REMOVE CORROSION BY SAND-BLASTING, WATER-BLASTING, WIRE WHEEL GRINDING, WIRE BRUSH, OR BY OTHER INDUSTRY-ACCEPTED MEANS AND METHODS.
B. CLEAN ANY MATERIAL USED TO REMOVE CORROSION (EX. SAND FROM SAND-BLASTING OPERATION).
C. CONNECTIONS: APPLY 2-COATS OF ZINC-RICH, COLD-GALVANIZING SPRAY TO THE EXPOSED - AND CLEANED - STEEL. USE ZRC (OR OTHER SUBMITTED AND APPROVED ALTERNATE).
D. PAINT COLORS TO BE SELECTED BY OWNER.

EXPANSION JOINT REPLACEMENT
A. REMOVE EXISTING EXPANSION JOINT.
B. REPAIR CONCRETE AS REQUIRED IN PREPARATION FOR JOINT INSTALLATION.
C. INSTALL EXPANSION JOINT PER MANUFACTURER REQUIREMENTS.

CONCRETE DEMOLITION AND REPAIR
A. THE CONTRACTOR SHALL SOUND THE AREA TO CONFIRM THE EXTENT OF DETERIORATION.
B. SAW CUT AROUND PERIMETER OF DETERIORATION AREA A MINIMUM OF 2 INCHES DEEP AND MINIMUM OF 2 INCHES BEYOND EXTENT OF DETERIORATION. DO NOT CUT EXISTING REINFORCING STEEL. SQUARE ALL EDGES.
C. REMOVE DETERIORATED CONCRETE TO SOUND CONCRETE WITH A CLEARANCE AROUND REINFORCING STEEL OF 3/4 INCHES.
D. IF CORRODED REINFORCING STEEL EXTENDS BEYOND THE REMOVAL AREA, REMOVE ADDITIONAL CONCRETE AS NECESSARY UNTIL UNCORRODED REINFORCING IS EXPOSED FOR A MINIMUM OF 2 INCHES.
E. SANDBLAST EXPOSED CONCRETE SUBSTRATE AND CLEAN REINFORCING STEEL WITH WIRE WHEEL BRUSH OR OTHER EQUIPMENT AS NECESSARY.
F. REMOVE AND REPLACE REINFORCING STEEL IF SECTION LOSS RESULTING IN A MEASURED DIAMETER IS LESS THAN THE CORRDED BAR MINIMUM ALLOWABLE DIAMETER. CORRODED REINFORCING MAY BE LEFT IN-PLACE IF THE COMBINED NEW AND CORRODED BAR DOES NOT CREATE AN UNACCEPTABLE CLEARANCE FOR PROPER CONCRETE PATCHING.
G. APPLY A BONDING AGENT AT NEW AND EXISTING REBAR (SIKA ARMATEC 110 EPOCEM, OR EQUIVALENT) PRIOR TO PATCH REPAIR.
H. CONTRACTOR TO INSTALL CONCRETE PATCH TIES (HELIFIX PATCHPIN OR APPROVED EQUAL) INTO SOUND CONCRETE WHEN PERFORMING A VERTICAL OR OVERHEAD PATCH IF REINFORCING STEEL IS NOT EXPOSED AFTER DEMOLITION.
I. MOISTEN PREPARED SURFACES AND ALLOW TO DRY TO SATURATE SURFACE DRY (SSD) CONDITIONS PRIOR TO REPAIR MATERIAL PLACEMENT.
J. PLACE FORMWORK AND SHORING AS NECESSARY.
K. PLACE CONCRETE REPAIR MATERIAL. FORM AND PATCH SURFACE OF REPAIR EVEN WITH THE ADJACENT, EXISTING CONCRETE.
L. ALLOW CONCRETE PATCH MATERIAL TO CURE. SEAL PERIMETER OF PATCH AREA WITH APPROVED SEALANT.

UNCORRODED BAR		CORRODED BAR
REINFORCING STEEL MINIMUM ALLOWABLE DIAMETER		
BAR SIZE	NOM. DIA. (IN)	MIN. ALLOW. DIA. (IN)
#3	0.375	0.338
#4	0.500	0.450
#5	0.625	0.563
#6	0.750	0.675
#7	0.875	0.787
#8	1.000	0.900
#9	1.128	1.015
#10	1.270	1.143
#11	1.410	1.269



REINFORCING BAR REPAIR NOTES

1. LAP SPLICE REPAIR: INSTALL ADDITIONAL REINFORCING AT LOCATIONS WHERE REBAR DIAMETER IS LESS THAN THAT INDICATED IN THE TABLE. EXTEND NEW BAR BEYOND THE DAMAGED SECTION OF THE BAR.

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10/20/2023

PROJECT INFORMATION

GREEN STREET PARKING GARAGE

REPAIR DESIGN
225 GREEN STREET

GAINESVILLE, GA 30503

SUBMISSION	DATE
CONSTRUCTION	10/20/2023
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EJS	LRG

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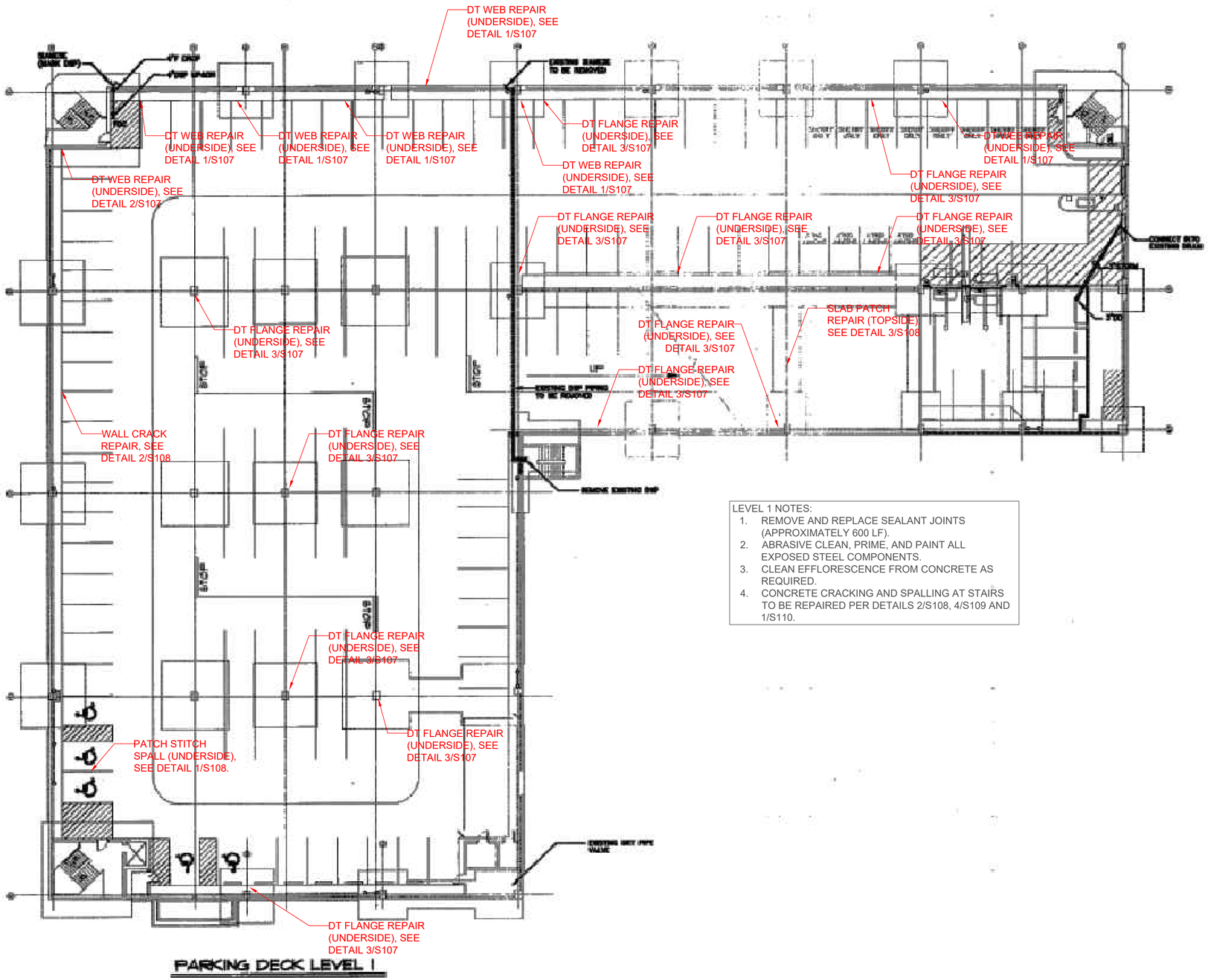
SHEET NAME

S101



1 LEVEL 1 - PLAN VIEW
Scale: NTS

LEVEL 1 NOTES:
1. REMOVE AND REPLACE SEALANT JOINTS (APPROXIMATELY 600 LF).
2. ABRASIVE CLEAN, PRIME, AND PAINT ALL EXPOSED STEEL COMPONENTS.
3. CLEAN EFFLORESCENCE FROM CONCRETE AS REQUIRED.
4. CONCRETE CRACKING AND SPALLING AT STAIRS TO BE REPAIRED PER DETAILS 2/S108, 4/S109 AND 1/S110.

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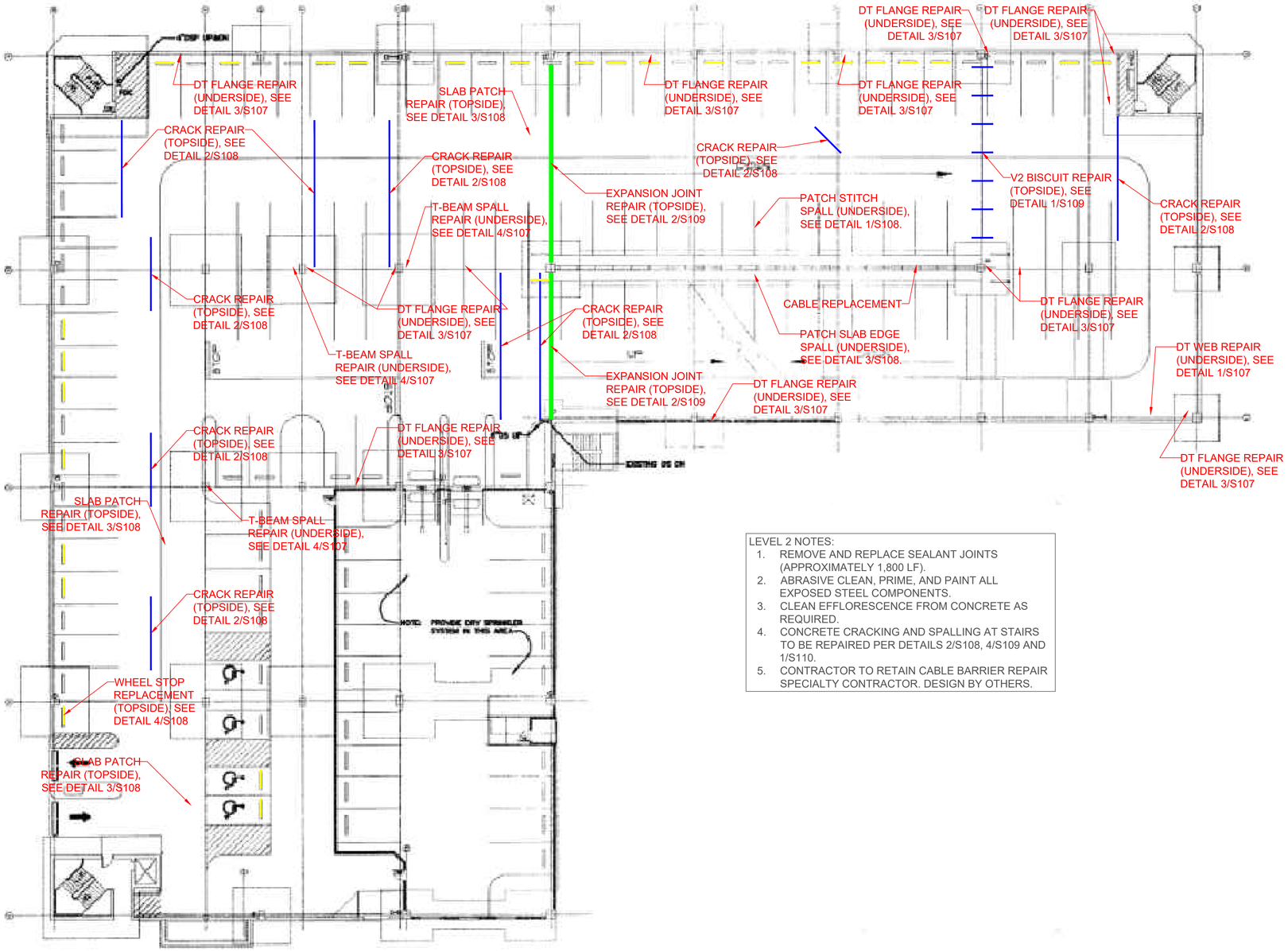

1 LEVEL 2 - PLAN VIEW
Scale: NTS

LEVEL 2 NOTES:

1. REMOVE AND REPLACE SEALANT JOINTS (APPROXIMATELY 1,800 LF).
2. ABRASIVE CLEAN, PRIME, AND PAINT ALL EXPOSED STEEL COMPONENTS.
3. CLEAN EFFLORESCENCE FROM CONCRETE AS REQUIRED.
4. CONCRETE CRACKING AND SPALLING AT STAIRS TO BE REPAIRED PER DETAILS 2/S108, 4/S109 AND 1/S110.
5. CONTRACTOR TO RETAIN CABLE BARRIER REPAIR SPECIALTY CONTRACTOR. DESIGN BY OTHERS.

LEGEND	
	REPLACEMENT WHEEL STOP (27 TOTAL), SEE DETAIL 4/S108
	ROUTE AND SEAL CRACK REPAIR (APPROX. 410 LF), SEE DETAIL 2/S108
	EXPANSION JOINT REPAIR (APPROX. 120 LF), SEE DETAIL 2/S110

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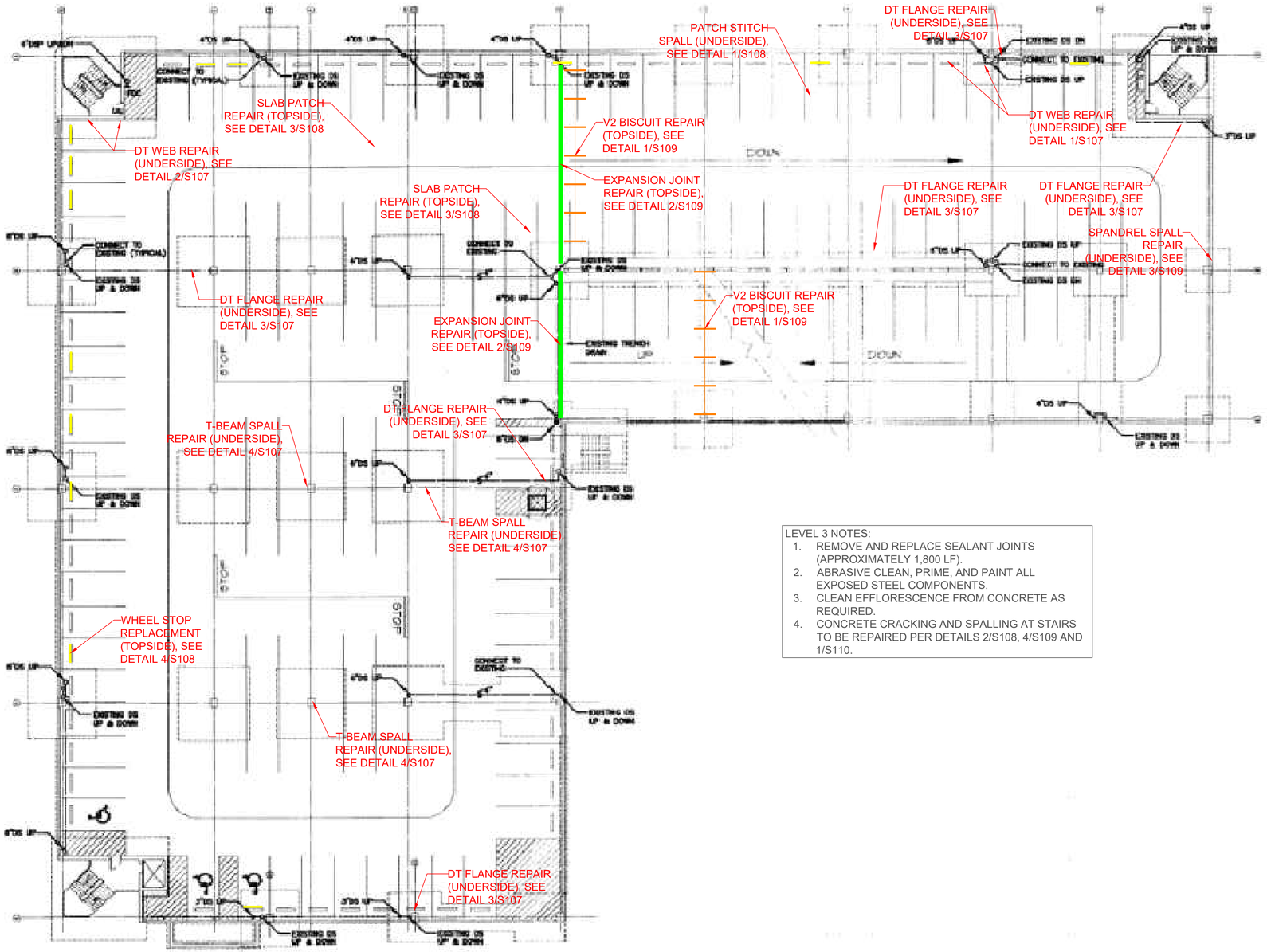

1 LEVEL 3 - PLAN VIEW
Scale: NTS

LEVEL 3 NOTES:

1. REMOVE AND REPLACE SEALANT JOINTS (APPROXIMATELY 1,800 LF).
2. ABRASIVE CLEAN, PRIME, AND PAINT ALL EXPOSED STEEL COMPONENTS.
3. CLEAN EFFLORESCENCE FROM CONCRETE AS REQUIRED.
4. CONCRETE CRACKING AND SPALLING AT STAIRS TO BE REPAIRED PER DETAILS 2/S108, 4/S109 AND 1/S110.

LEGEND	
	REPLACEMENT WHEEL STOP (13 TOTAL), SEE DETAIL 4/S108
	V2 COMPOSITE BISCUIT REPAIR (APPROX. 120 LF), SEE DETAIL 1/S110
	EXPANSION JOINT REPAIR (APPROX. 120 LF), SEE DETAIL 2/S110

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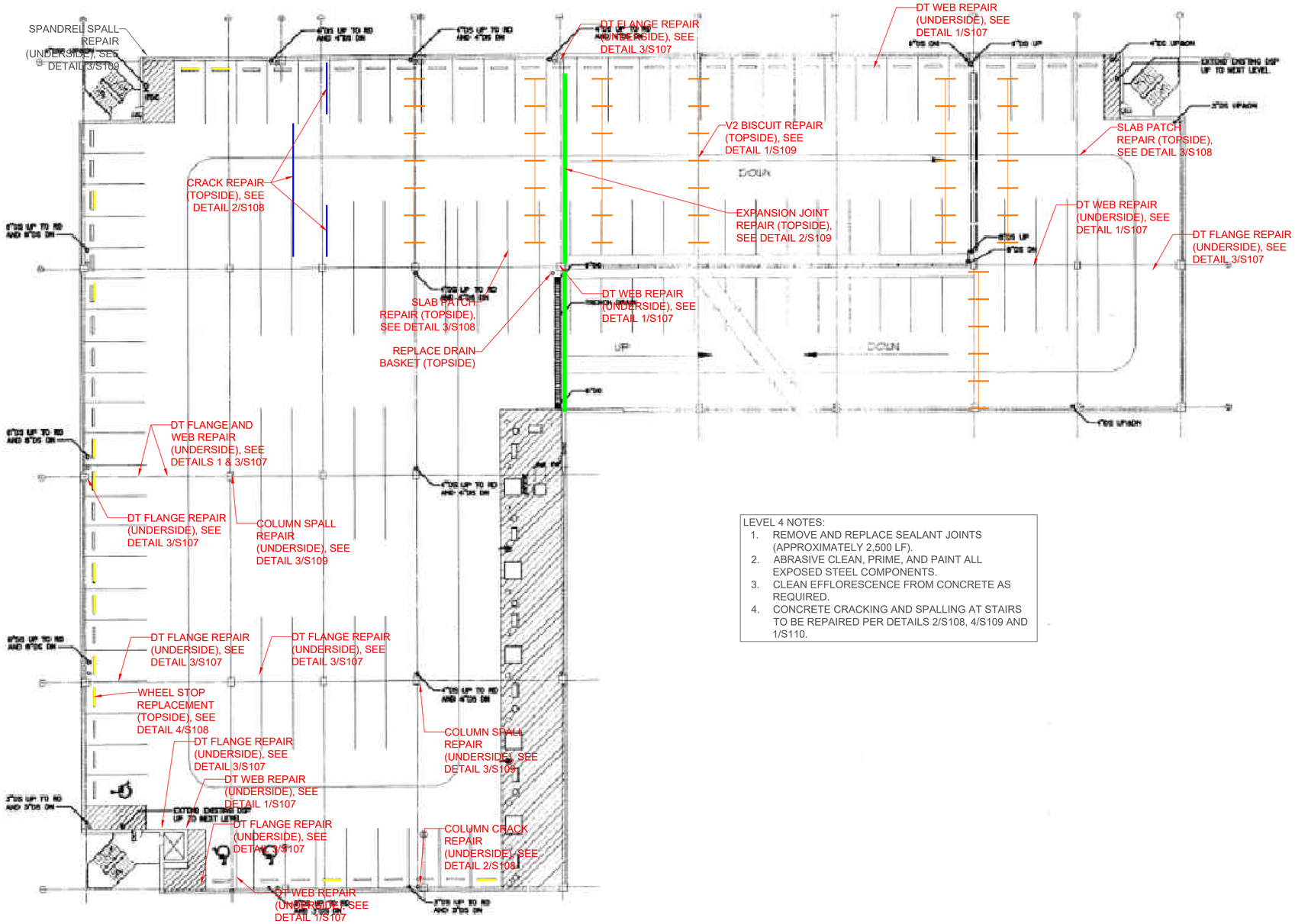

1 LEVEL 4 - PLAN VIEW

Scale: NTS

LEVEL 4 NOTES:

1. REMOVE AND REPLACE SEALANT JOINTS (APPROXIMATELY 2,500 LF).
2. ABRASIVE CLEAN, PRIME, AND PAINT ALL EXPOSED STEEL COMPONENTS.
3. CLEAN EFFLORESCENCE FROM CONCRETE AS REQUIRED.
4. CONCRETE CRACKING AND SPALLING AT STAIRS TO BE REPAIRED PER DETAILS 2/S108, 4/S109 AND 1/S110.

LEGEND	
	REPLACEMENT WHEEL STOP (12 TOTAL), SEE DETAIL 4/S108
	ROUTE AND SEAL CRACK REPAIR (APPROX. 100 LF), SEE DETAIL 2/S108
	V2 COMPOSITE BISCUIT REPAIR (APPROX. 420 LF), SEE DETAIL 1/S110
	EXPANSION JOINT REPAIR (APPROX. 120 LF), SEE DETAIL 2/S110

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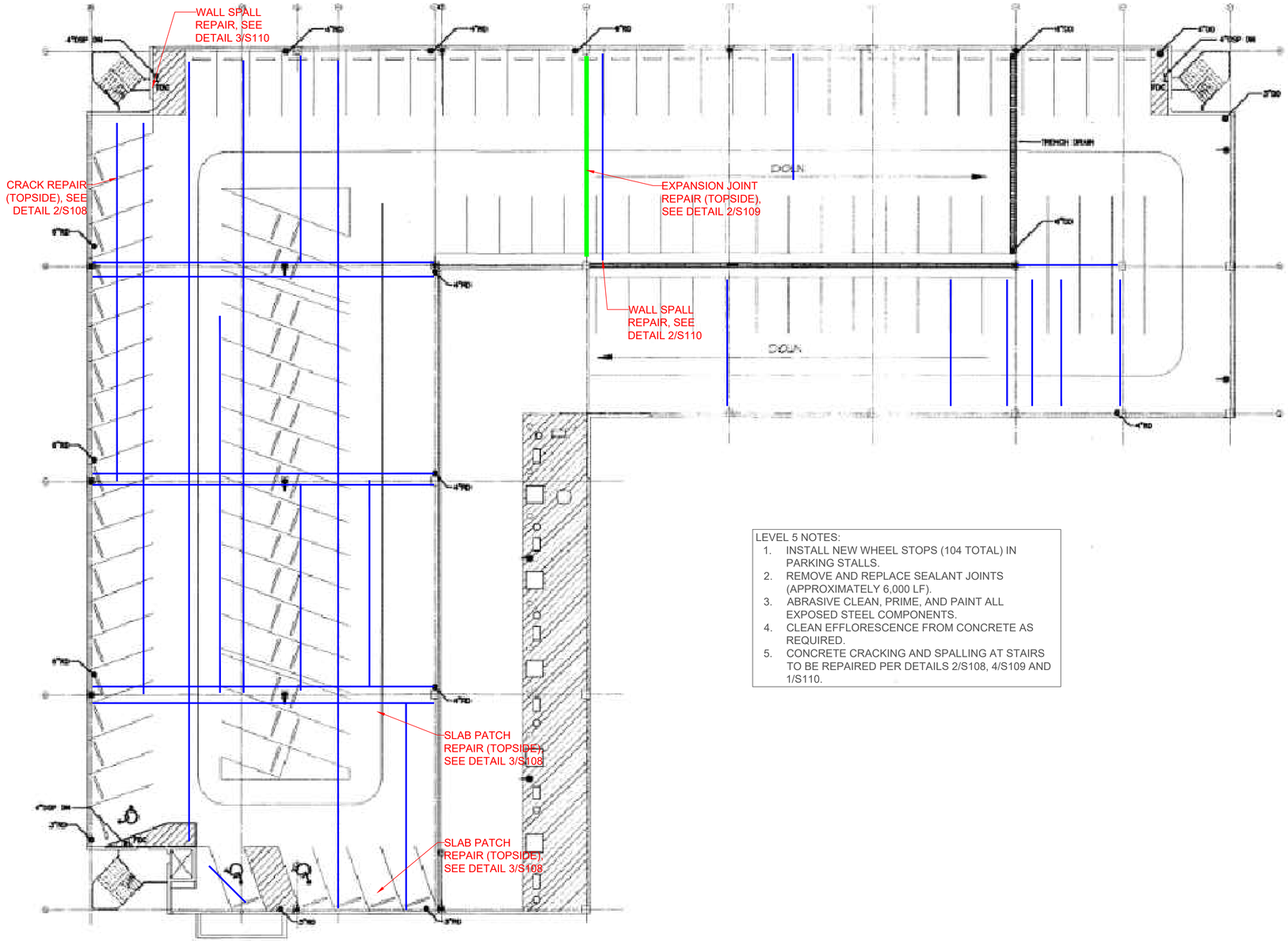

LEVEL 5 NOTES:

1. INSTALL NEW WHEEL STOPS (104 TOTAL) IN PARKING STALLS.
2. REMOVE AND REPLACE SEALANT JOINTS (APPROXIMATELY 6,000 LF).
3. ABRASIVE CLEAN, PRIME, AND PAINT ALL EXPOSED STEEL COMPONENTS.
4. CLEAN EFFLORESCENCE FROM CONCRETE AS REQUIRED.
5. CONCRETE CRACKING AND SPALLING AT STAIRS TO BE REPAIRED PER DETAILS 2/S108, 4/S109 AND 1/S110.

1 LEVEL 5 - PLAN VIEW

Scale: NTS

LEGEND	
	REPLACEMENT WHEEL STOP (104 TOTAL), SEE DETAIL 4/S108
	ROUTE AND SEAL CRACK REPAIR (APPROX. 3000 LF), SEE DETAIL 2/S108
	EXPANSION JOINT REPAIR (APPROX. 75 LF), SEE DETAIL 2/S110

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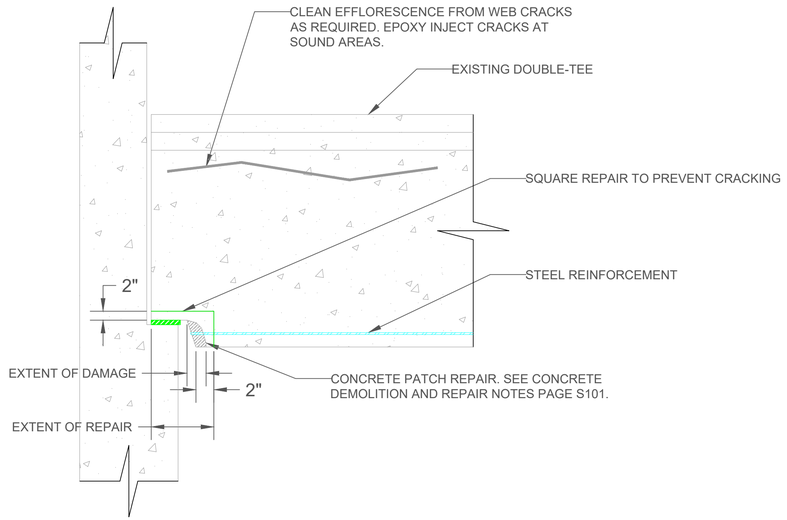
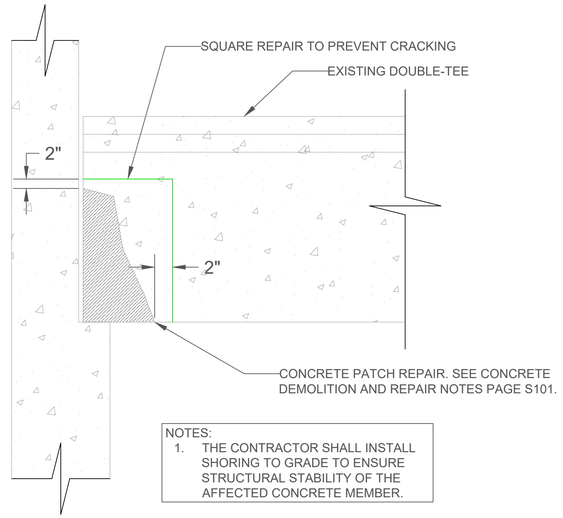
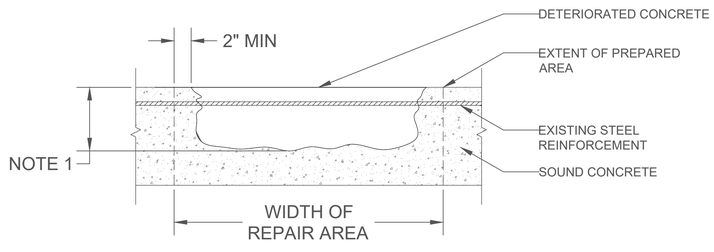


1 DOUBLE-TEE WEB REPAIR 1
Scale: NTS



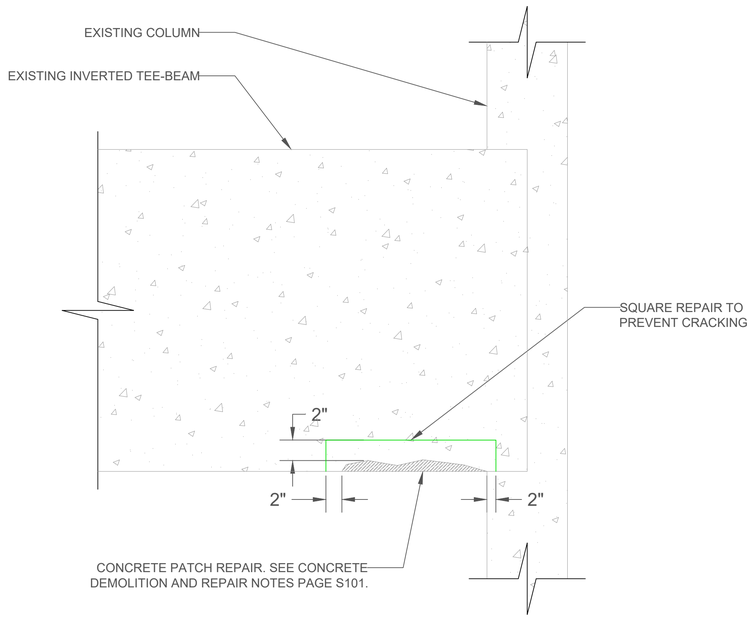
NOTES:
1. THE CONTRACTOR SHALL INSTALL SHORING TO GRADE TO ENSURE STRUCTURAL STABILITY OF THE AFFECTED CONCRETE MEMBER.

2 DOUBLE-TEE WEB REPAIR 2
Scale: NTS



FULL DEPTH CONCRETE PATCH NOTES:
1. IF THE DEPTH OF DETERIORATION IS MORE THAN $\frac{2}{3}$ THE THICKNESS OF THE CONCRETE FEATURE, FULL DEPTH REMOVAL IS REQUIRED.
2. SHORE CONCRETE FEATURE AS REQUIRED.
3. ROUT AND SEAL PERIMETER AREA AFTER CONCRETE HAS CURED A MINIMUM OF 7 DAYS.
4. NOTIFY ECS PRIOR TO FULL DEPTH REPAIR ON STAIRS.

3 FULL DEPTH CONCRETE PATCH
Scale: NTS



4 INVERTED TEE-BEAM SPALL REPAIR
Scale: NTS

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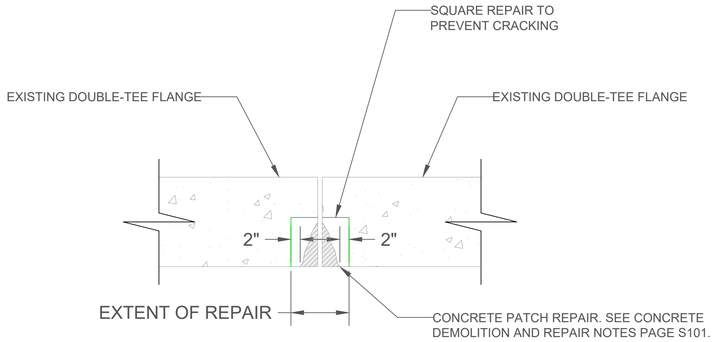
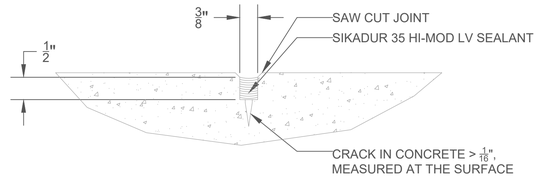
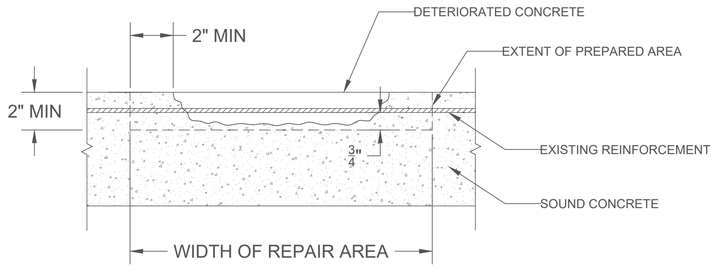


1 STITCH SPALL REPAIR
Scale: NTS



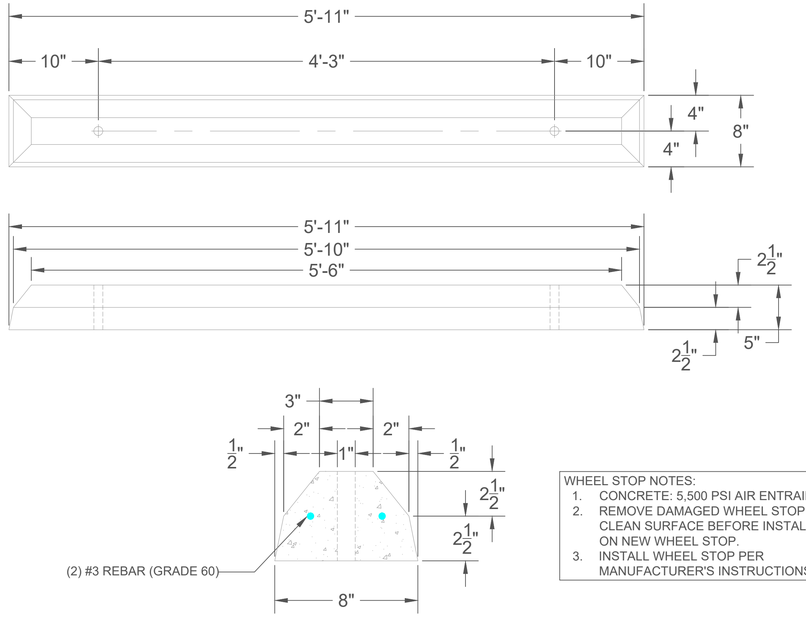
CRACK REPAIR NOTES:
1. ROUTE AND SEAL CRACKS WITH SIKADUR 35 HI-MOD LV SEALANT.
2. INSTALL PER MANUFACTURER'S INSTRUCTIONS.

2 CRACK REPAIR
Scale: NTS



PARTIAL DEPTH PATCH REPAIR NOTES:
1. PARTIAL DEPTH REPAIR SHOWN MAY BE APPLIED TO SLABS, STAIRS, SPANDRELS, OR OTHER SPALLS THAT HAVE FEW EXPOSED REBAR THAT ARE NOT SIGNIFICANTLY CORRODED.
2. REPAIR MAY BE USED ON HORIZONTAL SURFACES.
3. SOME REPAIR LOCATIONS MAY NOT HAVE VISIBLE REBAR.
4. ROUT AND SEAL PERIMETER OR REPAIRED AREA AFTER CONCRETE HAS CURED A MINIMUM OF 7 DAYS.

3 PARTIAL DEPTH PATCH REPAIR
Scale: NTS



WHEEL STOP NOTES:
1. CONCRETE: 5,500 PSI AIR ENTRAINED
2. REMOVE DAMAGED WHEEL STOP AND CLEAN SURFACE BEFORE INSTALLATION ON NEW WHEEL STOP.
3. INSTALL WHEEL STOP PER MANUFACTURER'S INSTRUCTIONS.

4 WHEEL STOP DETAIL
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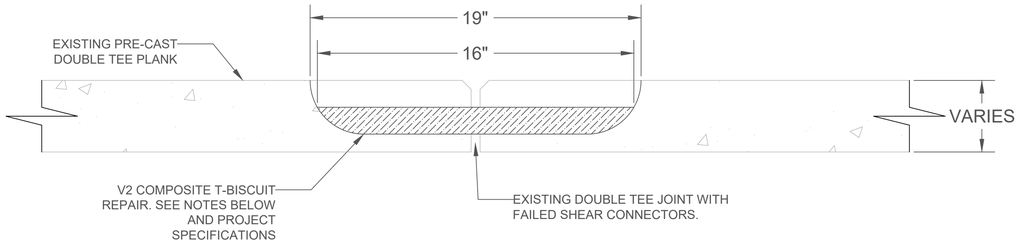
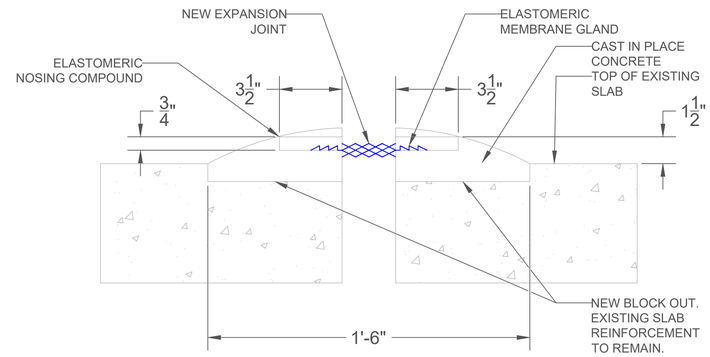


V2 COMPOSITE T-BISCUIT REPAIR NOTES:

1. IF JOINT IS OVER 1" WIDE CONTACT ENGINEER BEFORE PROCEEDING.
2. INSTALL 19" LONG X 3-½" DEEP SAW CUT WITH MAXIMUM OF ½" FROM BOTTOM OF FLANGE MADE WITH ¼" WIDE X 14" DIAMETER BLADE.
3. IF SAW CUTS WERE MADE WITH DRY BLADE, BLOW OUT SAW CUT WITH CLEAN COMPRESSED AIR. IF WET CUTTING WAS USED, POWER WASH OUT CUTS AND ALLOW TO DRY FOR 24 HOURS AND THEN BLOW OUT WITH CLEAN COMPRESSED AIR.
4. COMPLETELY FILL SAW CUT WITH BISCUIT BOND EPOXY PASTE BY V2 COMPOSITES.
5. APPLY BISCUIT BOND EPOXY PASTE TO BOTH SIDES OF BISCUIT AND INSERT INTO CUT SLOT.
6. FOLLOWING BISCUIT INSTALLATION, REPLACE SEALANT 6" MINIMUM BOTH SIDES OF SAW CUT.

1 V2 COMPOSITE BISCUIT REPAIR
Scale: NTS



EXPANSION JOINT NOTES:

1. WINGED GLAND EXPANSION JOINT.
2. THE NEW EXPANSION JOINT TO BE WABOCRETE MEMBRANE 201 SYSTEM MODEL NO. ME-400 AS MANUFACTURED BY WATSON BOWMAN.
3. NEW BLOCK-OUT SHALL BE SIZED TO ACCOMMODATE ME-400 EXPANSION JOINT INSTALLATION. MODIFY BLOCK-OUT AS NEEDED TO ACCEPT SPECIFIED EXPANSION JOINT IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

2 ME-400 EXPANSION JOINT INSTALLATION
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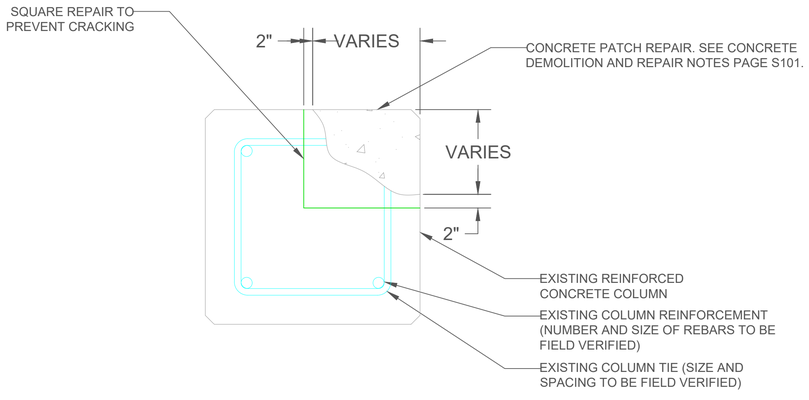
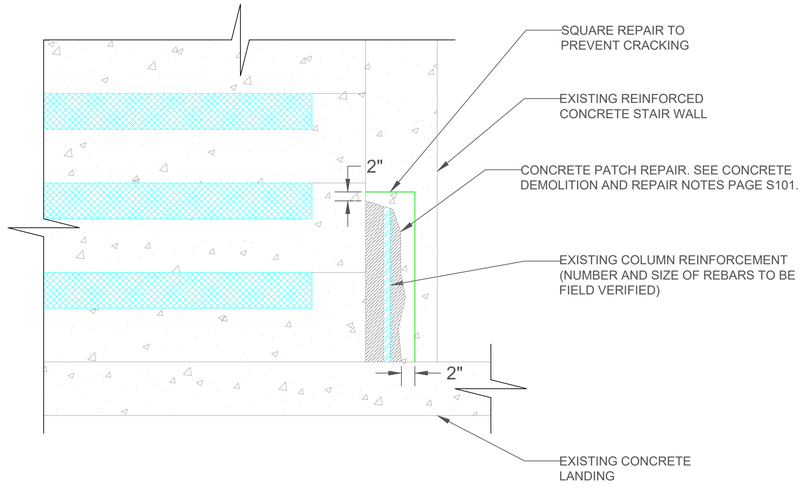


3 COLUMN SPALL REPAIR
Scale: NTS



4 STAIR CONCRETE SPALL REPAIR
Scale: NTS

ECS Southeast, LLP
1550 North Brown Road
Suite 140
Lawrenceville GA 30043
p. 678-546-8034
www.ECSlimited.com

CLIENT

HALL COUNTY GEORGIA
We have it all in Hall

SEAL

GEORGIA REGISTERED
No. PE 46634
PROFESSIONAL ENGINEER
ERIC JAMES SALLS II

10/20/2023

PROJECT INFORMATION

GREEN STREET PARKING GARAGE

REPAIR DESIGN
225 GREEN STREET

GAINESVILLE, GA 30503

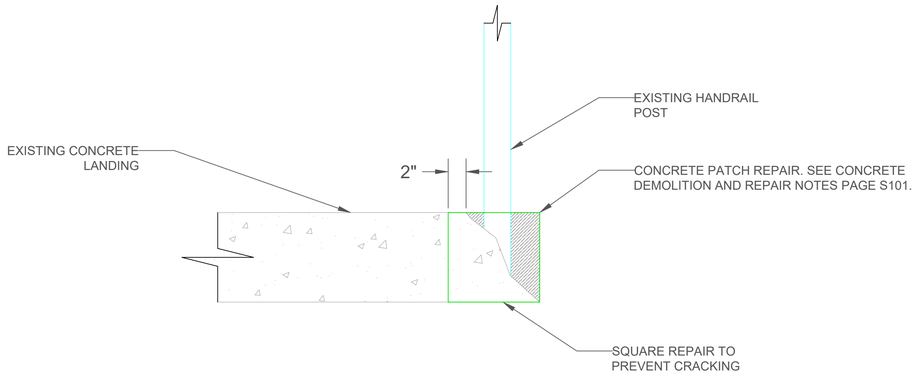
SUBMISSION	DATE
CONSTRUCTION	10/20/2023
-	-
-	-
-	-
-	-
-	-
-	-

DRAWN BY: EJS
CHECKED BY: LRG

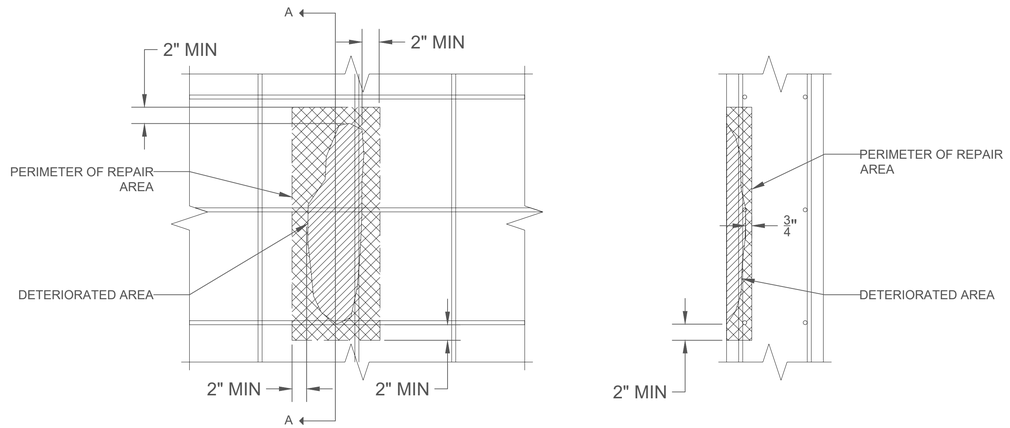
ECS PROJECT NO.
48:3231-A

SHEET NAME

S109



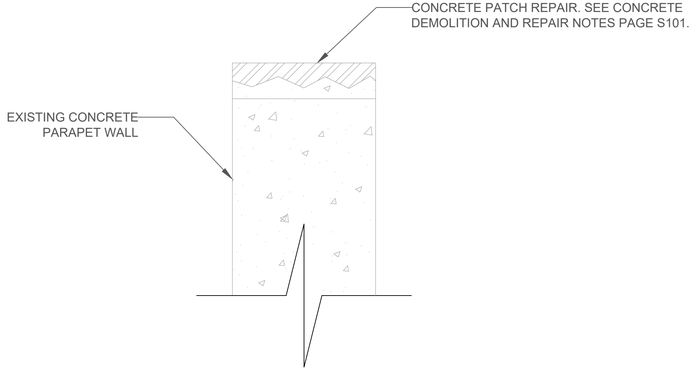
1 STAIR CONCRETE SPALL REPAIR
Scale: NTS



PARTIAL ELEVATION VIEW

SECTION A

2 VERTICAL CONCRETE REPAIR
Scale: NTS



3 WALL CONCRETE SPALL REPAIR
Scale: NTS

ECS Southeast, LLP
1550 North Brown Road
Suite 140
Lawrenceville GA 30043
p. 678-546-8034
www.ECSlimited.com

CLIENT

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SEAL

GEORGIA REGISTERED
No. PE 46634
PROFESSIONAL
ENGINEER
ERIC JAMES SALLS II

10/20/2023

PROJECT INFORMATION

GREEN STREET PARKING GARAGE

REPAIR DESIGN
225 GREEN STREET

GAINESVILLE, GA 30503

SUBMISSION	DATE
CONSTRUCTION	10/20/2023
-	-
-	-
-	-
-	-
-	-
-	-

DRAWN BY	CHECKED BY
EJS	LRG

ECS PROJECT NO.
48:3231-A

SHEET NAME

S110

AGENDA ITEM

Corrections and Maintenance

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 73/2024

SUBJECT: Approve the installation and purchase of roof repair and restoration at the Children With Special Needs Building (440 Prior Street, Gainesville) and Courthouse Annex (116 Spring Street, Gainesville) for Facilities Management to National Building Contractors, Inc. (dba NBC Weather Proofing Specialists) of Conyers, GA, in the amount of $935,500.00.

Meetings:

Work Session Date: 03/11/24

Voting Meeting Date: 03/14/24

Executive Summary:

Presenter: WD

Recommendation:
Approve.

Purpose of Request:
Approve the installation and purchase of roof repair and restoration at the Children With Special Needs Building (440 Prior Street, Gainesville) and Courthouse Annex (116 Spring Street, Gainesville) for Facilities Management to National Building Contractors, Inc. (dba NBC Weather Proofing Specialists) of Conyers, GA, in the amount of $935,500.00.

History:

The vendor is in good standing with the County and repaired the roof at the Hall County Government Center.

Facts and Issues:
Recommendation stems from quotes derived from the GSA Contract #GS- 7F-0543-T.

Roof replacement for Children with Special Needs Building quote of $585,500.00.

Roof replacement for Courthouse Annex quote of $350,000.00.

Both projects were approved in the CIP budget.

Options:

Funding Requested $ 935,500.00

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

Approvals:

Buyer	Submit	Purchasing	Budget
AP	WD	AP	TS
Finance	**Attorney**	**Administration**	**Clerk**
WG	WLI	CR	JR

Attachments:

Financial Supplement
Quote
Aerial View - Children with Special Needs Roof
Aerial View - Historic Courthouse

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 73/2024

Funds Requested: $ 935,500.00

Request Budgeted: Yes

Proposed Source of Funding:

SPLOST VIII

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	324-SPLOST VIII	1565-BUILDINGS AND MAINTENANCE	541300-BUILDING AND IMPROVEMENTS	$935,500.00

Budget Transfer Items:

Additional Information/Comments:

Superintendent Facilities Management kivey@hallcounty.org

Contact for Questions: KI

Phone: 678-617-4517

NBC
WEATHERPROOFING SPECIALISTS

Woman Owned Business

GSA Contract # GS -07F-0543T

PROPOSAL

PROPOSAL SUBMITTED TO	PHONE	DATE
Hall County Government		December 14, 2023
STREET	**JOB NAME**	
2875 Browns Bridge Road	Roof Replacement Project	
CITY, STATE, AND ZIP CODE	**JOB LOCATION**	
Gainesville Georgia 30504	440 Prior Street SE Gainesville GA	

Attention:	DATE OF PLANS	FAX NUMBER
Mr. Kevin Ivey	N/A	

We hereby propose to furnish labor, equipment, and materials necessary to perform Roof Replacement per WTI's scope of work.

Roof Replacement:

1. Remove and dispose of existing insulation and modified bitumen roof membrane.
2. Blow down Tectum decking of all debris.
3. Fully adhere/Fasten Isocyanurate insulation at decking.
4. Install an ½ inch prime dens deck at prepared areas.
5. Install ½ inch tapered crickets between the drains and end walls.
6. Fully adhere a 60 mil white polyester reinforced TPO roof membrane to newly installed insulation.
7. Install all perimeter flashings and details per manufacturers recommendation.
8. Remove and dispose of all coping at perimeter walls and install new Kynar coated metal coping at removed areas.
9. Upon completion furnish Owner, Manufacturer's Twenty (20) Year Warranty.

Price.....$ 585,500.00

Notes: Owner will provide reasonable access to facilitate building.

We hereby propose to furnish material and labor - complete in accordance with above specifications, for the sum of:

See Above Dollars

Payment to be made as follows: Progress Payments – Net 10 Days

National Building Contractors, Inc.
2151 Old Covington Hwy.
Conyers GA 30012
770 860 1780 • Fax 770 860 1763

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature *Donna Glick*

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications, and attached terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

NBC
WEATHERPROOFING SPECIALISTS

Woman Owned Business

GSA Contract # GS -07F-0543T

PROPOSAL

PROPOSAL SUBMITTED TO	PHONE	DATE
Hall County Government		December 14, 2023
STREET	**JOB NAME**	
2875 Browns Bridge Road	Roof Replacement Project	
CITY, STATE, AND ZIP CODE	**JOB LOCATION**	
Gainesville Georgia 30504	116 Spring Street Gainesville GA	

Attention:	DATE OF PLANS	FAX NUMBER
Mr. Kevin Ivey	N/A	

We hereby propose to furnish labor, equipment, and materials necessary to perform Roof Replacement per WTI's scope of work.

Roof Replacement:

1. Remove and dispose of existing insulation and modified bitumen roof membrane.
2. Blow down concrete deck of all debris.
3. Fully adhere Isocyanurate insulation at decking.
4. Install an ½ inch prime dens deck at prepared areas.
5. Install ½ inch tapered crickets between the drains and end walls.
6. Fully adhere a 60 mil white polyester reinforced TPO roof membrane to newly installed insulation.
7. Install all perimeter flashings and details per manufacturers recommendation.
8. Upon completion furnish Owner, Manufacturer's Twenty (20) Year Warranty.

Price.....$ 350,000.00

Notes: Owner will provide reasonable access to facilitate building.

We hereby propose to furnish material and labor - complete in accordance with above specifications, for the sum of:

See Above Dollars

Payment to be made as follows: Progress Payments – Net 10 Days

National Building Contractors, Inc.
2151 Old Covington Hwy.
Conyers GA 30012
770 860 1780 • Fax 770 860 1763

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature *Donna Glick*

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications, and attached terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

Aerial View - Children with Special Needs Roof

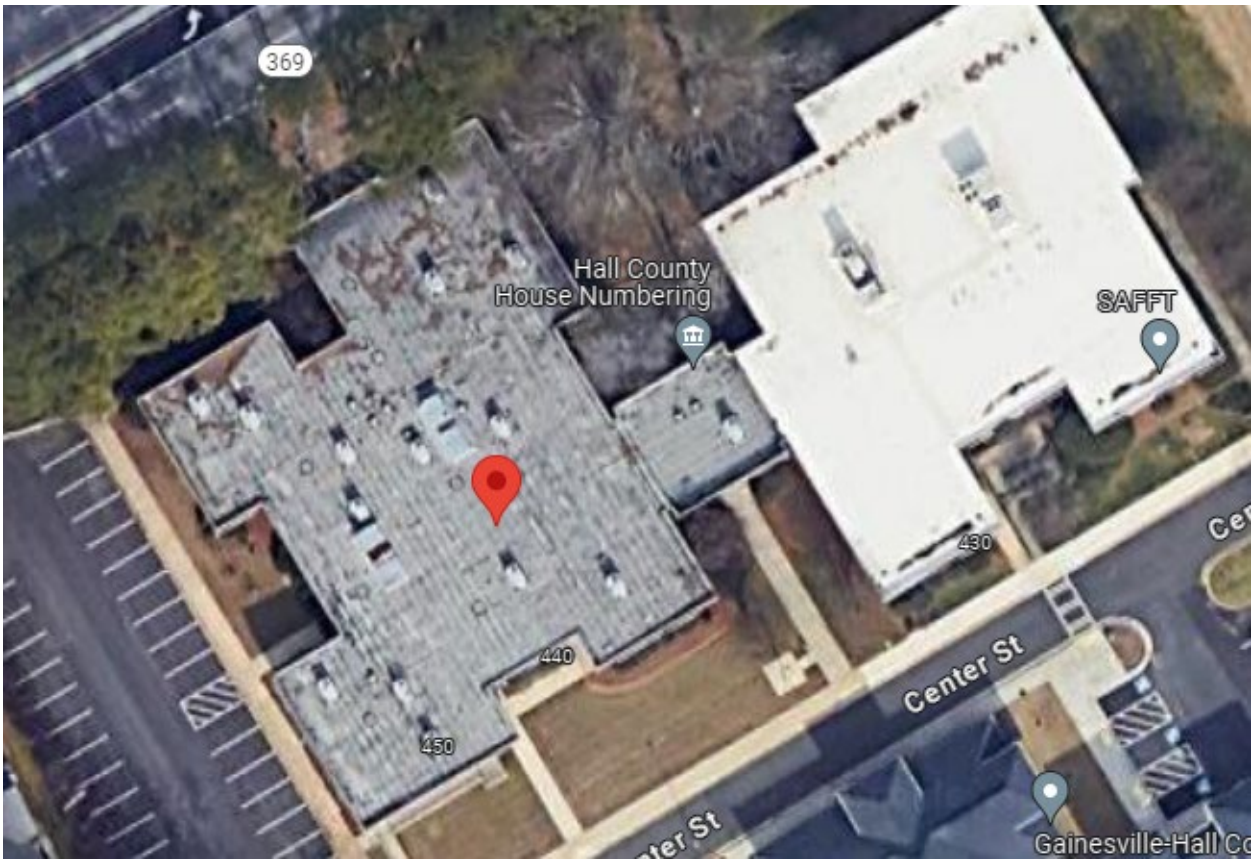
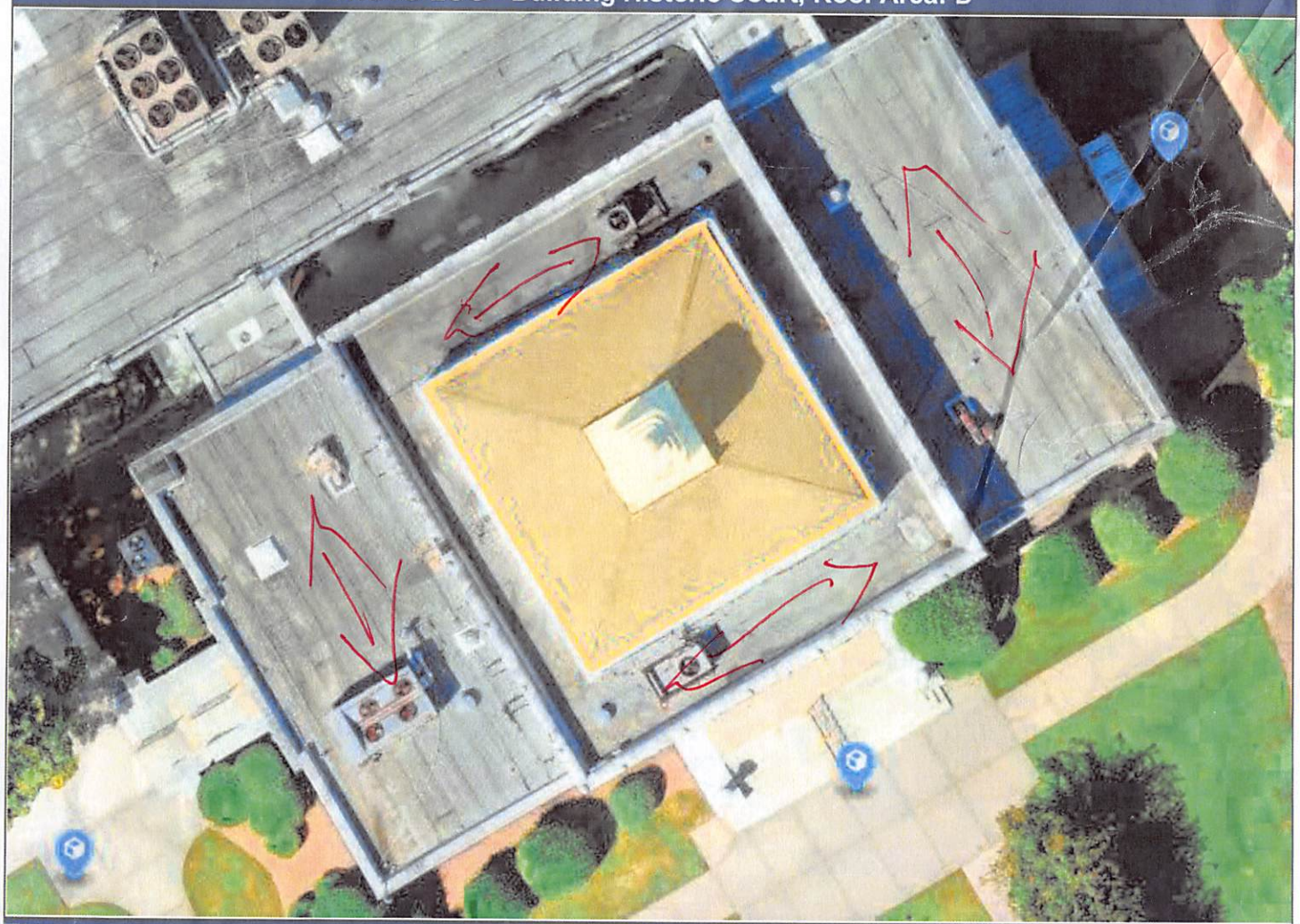


PHOTO LOG - Building Historic Court, Roof Area: D



AGENDA ITEM

County Attorney

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 93/2024

SUBJECT: Approval and authorization for the Chairman to execute a resolution consenting to the de-annexation from the City of Lula of approximately 1.11 acres of real property located at 0 Old Cornelia Highway, Lula, GA, subject to review and approval by County Attorney.

Meetings:

Work Session Date: 03/11/24

Voting Meeting Date: 03/14/24

Executive Summary:

Presenter: WLCA

Recommendation:
Approval.

Purpose of Request:

To approve the Resolution consenting to the de-annexation from the City of Lula of approximately 1.11 acres of improved real property located at 0 Old Cornelia Highway, Lula, GA and authorize the Chairman to sign the Resolution subject to the review and approval of the County Attorney.

History:
On February 21, 2022 the City Council of the City of Lula voted unanimously to approve the de-annexation of the tax parcel at issue, and said vote is reflected in the minutes of the City Council. On October 9, 2023, Lula's City Attorney wrote to the property owner stating that the City of Lula needed a resolution by the County consenting to the de-annexation of the property in order for the City to notify the State of Georgia of the de-annexation. On February 14, 2024 the property owner wrote to Hall County's Planning and Development Department requesting the County's consent to the de-annexation and at that time he submitted sufficient documentation to support his request.

Facts and Issues:
The owner wishes to de-annex this parcel from the City of Lula so as to incorporate it into the larger tract of land which is in unincorporated Hall County.

Options:

Approve or deny the Resolution.

Funding Requested $ 0.00

Are funds within current budget? No

Source of Funds N/A

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-03-14

Approvals:

Submit	Budget	Finance	Attorney
WLI	EW	WG	WLI
Administration		**Clerk**	
CR		JR	

Attachments:

Planning Department Memo and Supporting Documents
Resolution Consenting to De-Annexation

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 93/2024

Funds Requested: $ 0.00

Request Budgeted: No

Proposed Source of Funding:

N/A

Budget Transfer Requested:

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: WLCA

Phone: (770) 297-2686

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

To: William Linkous, III, County Attorney
Van Stephens, Special Assistant County Attorney
Randi Doveton, Director, Planning and Development
Beth Garmon, Planning and Zoning Administrator, Planning and Development

From: Katie Greenway, Principal Planner

Date: February 19, 2024

Subject: De-annexation from Mr. Craig Broome in Commission District 3 to de-annex tax parcel 15007 000277.

Application

Applicant: Craig Broome

Tax Parcel(s): 15007 000277

Acreage: 1.11± acres

Owner(s): Jane E. Bates

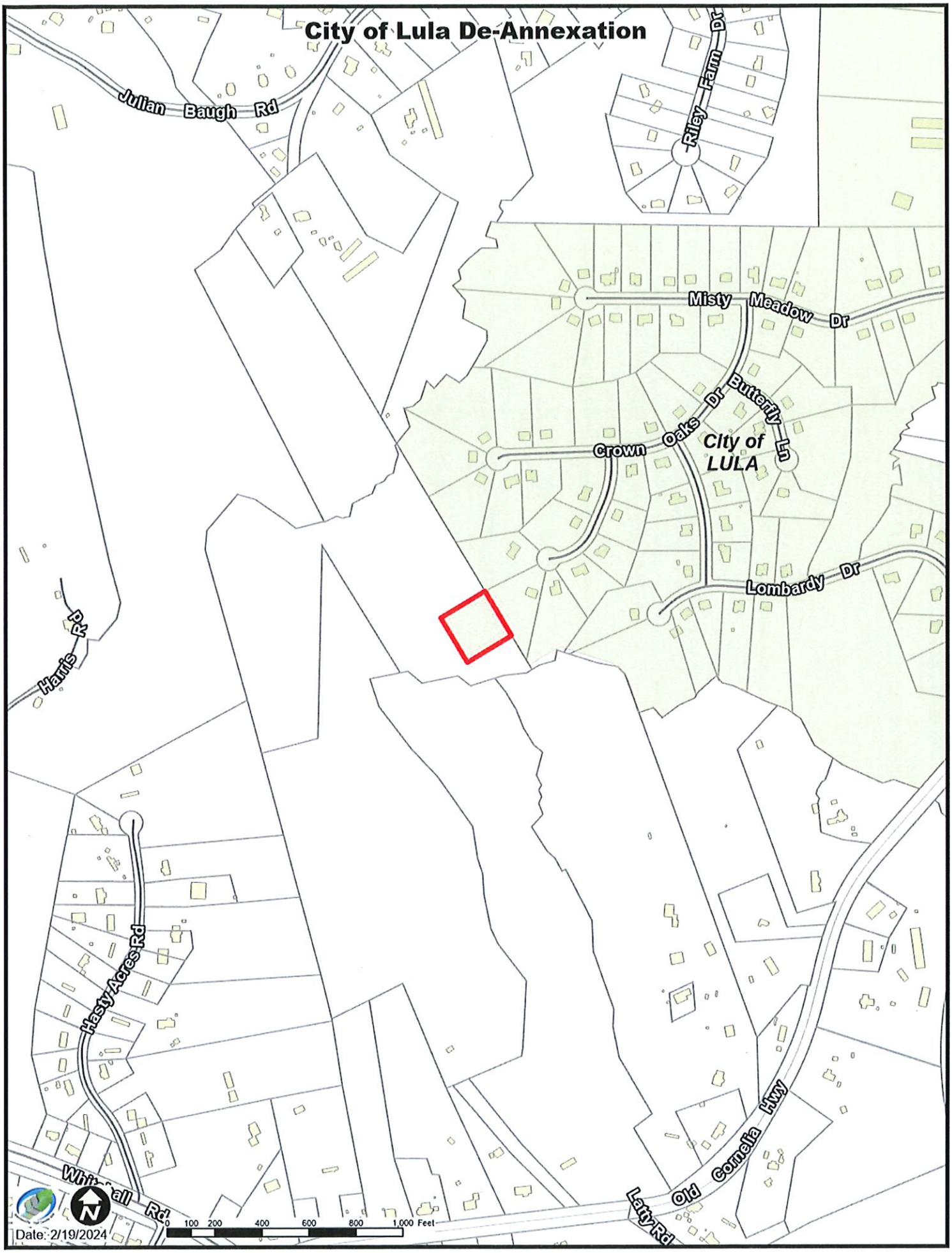
Date Received: February 14, 2023

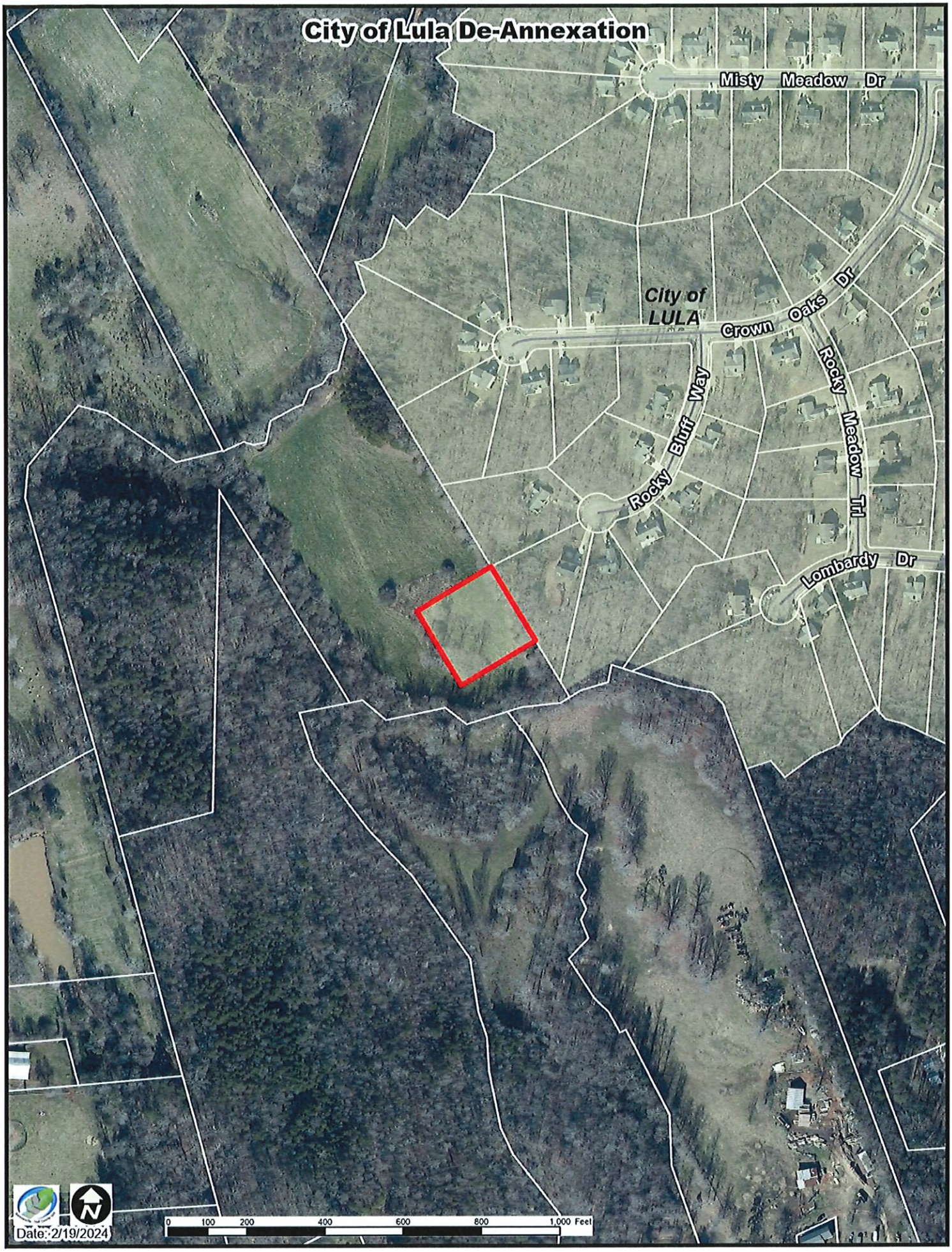
Summary

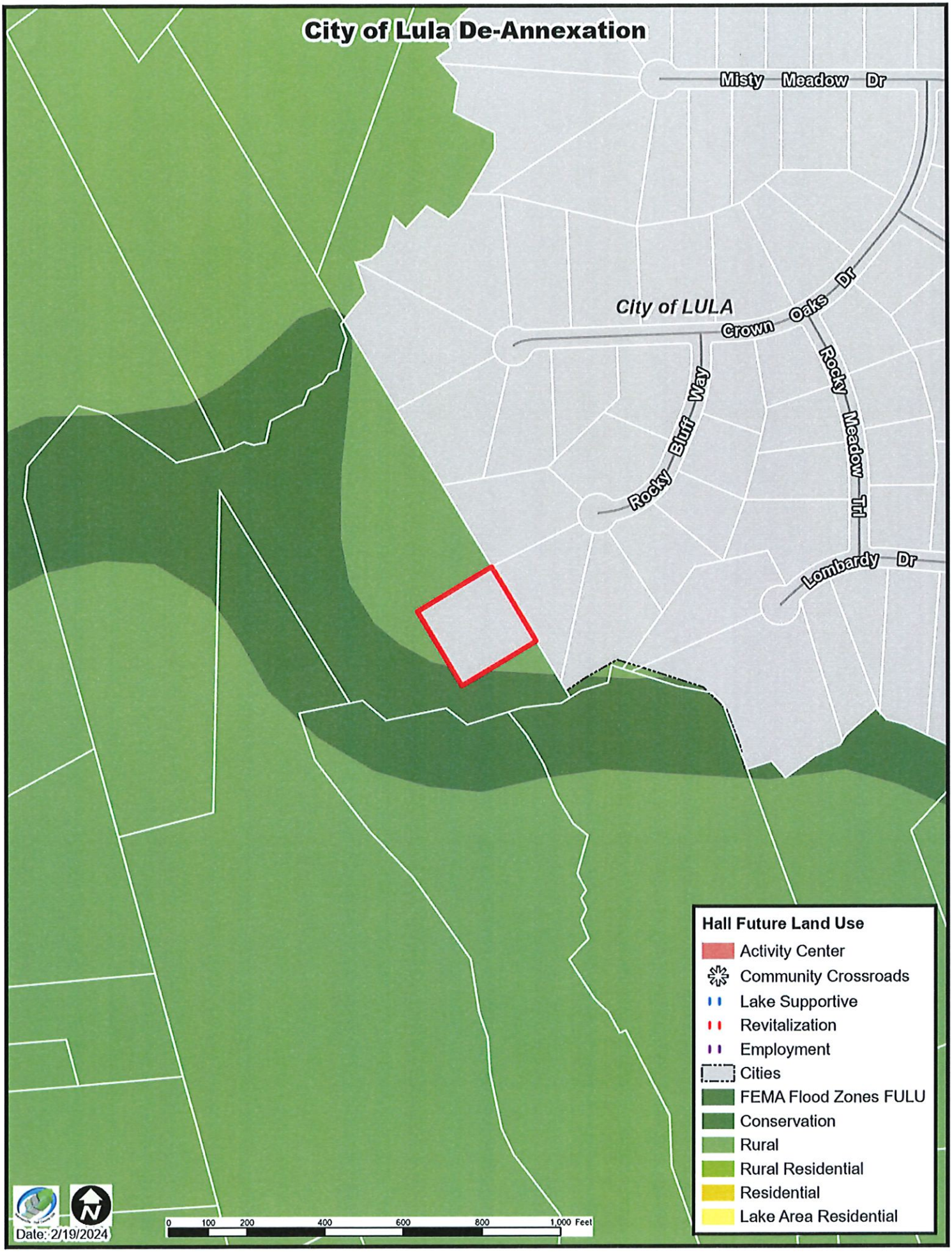
On February 21, 2022 the City of Lula City Council voted unanimously to approve the de-annexation of Mr. Craig Broome for tax parcel 15007 000277. The purpose of this de-annexation request is to join the 1.11± acre tract with the surrounding 29.02± acre pastureland, located within unincorporated Hall County. It is currently unclear what the existing zoning designation is within the City of Lula; however, Staff recommends that the new zoning district be consistent with the surrounding property, which is zoned Agricultural Residential-III (AR-III) adjacent to the subject parcel.

The proposal complies with the future land use guidelines set by the Hall County Comprehensive Plan, as the future land use designation for the subject property is "Rural." The intent of this land use designation is to preserve the existing rural character, including agricultural uses and large-lot residential uses, as well as natural and historic features.

See attached notice letter, maps, narrative, and City of Lula City Council meeting minutes for reference.


City of Lula De-Annexation
Julian Baugh Rd
Riley Farm Dr
Misty Meadow Dr
Crown Oaks Dr
Butterfly Ln
City of LULA
Lombardy Dr
Harris Rd
Hasty Acres Rd
Old Cornelia Hwy
Latty Rd
0 100 200 400 600 800 1,000 Feet
Date: 2/19/2024


City of Lula De-Annexation
Misty Meadow Dr
City of LULA
Crown Oaks Dr
Rocky Bluff Way
Rocky Meadow Trl
Lombardy Dr
0 100 200 400 600 800 1,000 Feet
Date: 2/19/2024


City of Lula De-Annexation
Misty Meadow Dr
City of LULA
Crown Oaks Dr
Rocky Bluff Way
Rocky Meadow Trl
Lombardy Dr
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
0 100 200 400 600 800 1,000 Feet
Date: 2/19/2024

Hall County Planning & Zoning
Received
February 14, 2024

Joseph A. Homans, P.C
Attorney at Law

272 Hwy 9 SO
P.O.Box 477
Dawsonville, GA 30534
(706) 265-3090
joey@homanslaw.com
sabrina@homanslaw.com

October 9, 2023

Craig Broome
5801 Julian Baugh Rd.
Lula, Georgia 30554

Re: Deannexation – City of Lula

Dear Mr. Broome:

Your request for an update from the City of Lula regarding deannexation of Parcel No. 15007 000277 has been forwarded to me for response.

I provide you a copy of what has been provided me as the written and signed application (the yellow sticky note will not be on the original) and the February 21, 2022 minutes approving the process.

O.C.G.A. §36-36-22 requires the adoption of a resolution by Hall County consenting to the deannexation to complete the process. The City must notify the State of the deannexation when the process is completed. If you have a copy of that resolution, then please provide that copy to the City Manager. If you do not have a copy of that resolution, then please let me know the date you appeared before the Commissioners regarding this matter, and I will search county commission minutes for the resolution.

I attempted to call you a few times in response to the message you left for me. However, voicemail is unavailable for your phone, so I could not leave a message.

Respectfully,

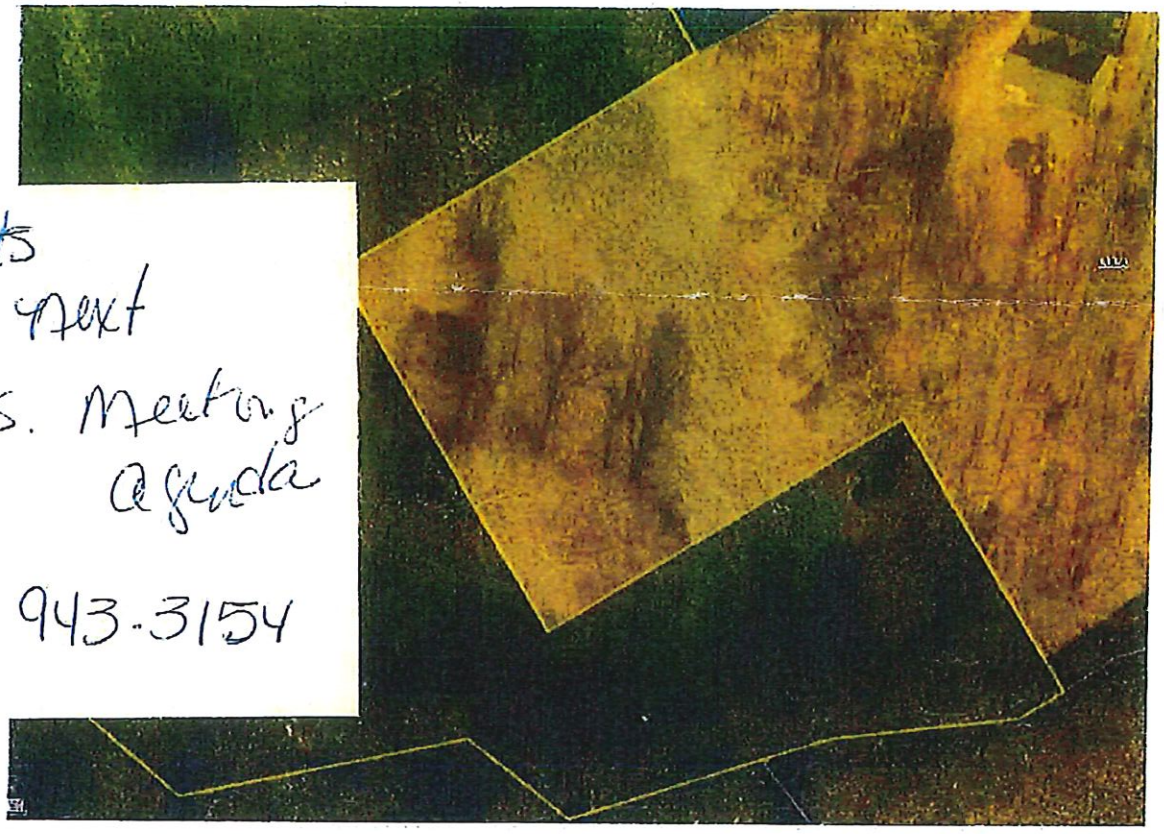
Joseph A. Homans
City Attorney

JAH/sj
cc: Dennis Bergin

Internal

Hello,

My name is Craig Broome and on behalf of my Mother in law (Jane Ellen Bates) I would like to request the de-annexation of parcel 15007 000277 (1.11 acres) as pictured in figure #1.



Wants on next pass. Meeting agenda

678.943.3154

Approximately 15 years ago, my wife (Pam Bates Broome) and I were looking for a site to build our home. At this time grading had begun to develop the Misty River Subdivision on Old Cornelia Hwy. We were able to purchase the lot adjacent the families back pastureland and in order to secure the ability to build we were required to annex the 1.11-acre site into the city of Lula.

After planning the build and much financial consideration it was not feasible for us to develop the site and as agreed with the developer; that if we did not build, we would and did sale it back to him.

Now we have this 1.11-acre site that has no city access. We have all of this pastureland in a 10-year agricultural conservation agreement, that greatly reduces the among of taxes. This 1.11-acre value was $16,500 in 2020 and increased to $36,800 in 2021. We paid $403.61 in tax for 2021, which was more than all the surrounding farmland combined. (figure #2)

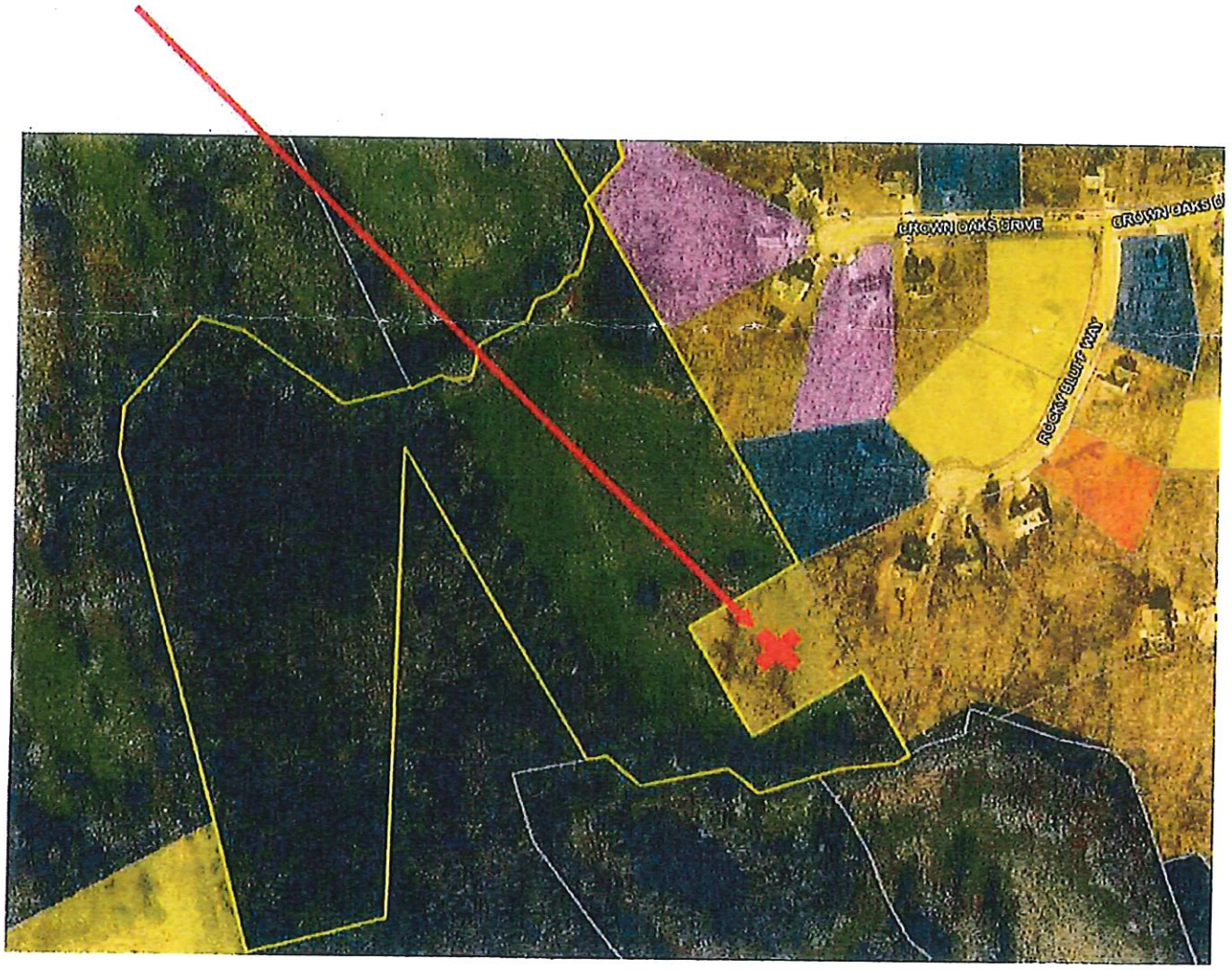
We appreciate your time and ask that you consider our request as we need to renew our 10-year agricultural conservation agreement by April 1st, 2022.

Thank You

Craig Broome & Jane Ellen Bate

Craig Broome Ellen Bates

Parcel 15007 000277 (1.11 acres)



City of Lula
Council Meeting
City Hall / 7:00 P.M.
Monday, February 21, 2022

Present: Mayor Joe Thomas

Mayor Pro Tem Matt Hamby

Council Members Lamb Griffin

Gene Bramlett

Denise Shockley

Also Present:

City Manager Dennis Bergin
City Clerk Tangee Puckett
City Attorney Joseph Homans

Opening / Welcome Mayor
Invocation was given and the pledge was recited.

Citizen Comments –

Roy Hall – 5152 Mtn View Pkwy. – in opposition to item number 8 – S & S Septic Hauling Request. Has a petition with over 100 signatures, not proper place to put the location. The bug trucks will damage the roads, concerned for the animals and children's safety, this opens the door to other companies.

Associate Real Estate Broker – when you have a facility like this, it decreases the value in your home.

Mordecai Wilson spoke about brighter futures and looking ahead. Mayor and council keep moving forward. He thanked the city manager and the city attorney. Find adversity and help others without wanting anything in return, treat everyone fair and with respect.

Jim Grier – Echoed Mordecai's thoughts. Thanked the mayor and council for reviewing somethings that have been challenging. Noted they were not going to know everything. Glad they were attending the newly elected official training and thanked them for attending the LOST meeting.

Public Hearing

Variance Request –
5277 & 5281 Old Cornelia Hwy – Setbacks – Front, Rear and Side

Attorney Homans called the public hearing to order. The applicant would like to reduce the setbacks at 5277 Old Cornelia Hwy, front from 100 feet to 50 feet, on the northside reduce from 25 feet to 9 feet and the southside from 25 feet to 15 feet. 5281 Old Cornelia Hwy front from 100 feet to 50 feet, northside from 25 feet to 16 feet and southside from 25 feet to 15 feet.

The applicant was present and noted they would like to construct 2 single family homes. There is an old commercial building that was purchased a year ago. They would like to demolish the building and remove the underground storage tanks. They will use the existing septic tank and this has been approved by environmental health.

Betty Jarrard lives next to the property concerned with erosion control and the houses being put near her fence.

Favor –

Craig Smith – 5708 Toombs St – one work with the engineer in the past, good deal to make this happen.

Felton Wood – demolishing the building and removing the underground storage will good for this property.

The public hearing was closed.

Minutes from January 18th Regular Voting Council Session – a motion to approve the January 18th minutes from the Regular Voting Council Session was made by Matt Hamby and seconded by Garnett Smith, discussion, the motion carried unanimously.

Yard of the Month - Mayor Thomas announced the YOTM recipients for the month of January.

Recipients are:
District 1 – Veneda Clanton; District 2 – April & Michael Koostra; District 3 – Kenneth Griffin
District 4 – Preston Langston; and District 5 – Kirk Adams

Finance – City Manager gave an update on the Cities current finances and noted the city was in the beginning of their fiscal year but the bank balances remain consistent.

Prisoner Vehicle Replacement/Status
Not successful in finding a replacement at this time.

Audio Video Council Chambers/Exterior and Interior Renovations, Committee Recommendation
The cost would be around $44,000 and the finance committee recommended moving forward with the renovations.

Truck Plow $5,200 ETA/ Sept/ Committee Recommendation
The finance committee denied the purchase.

Municipal Judge Agreement
A motion to approve the municipal judge agreement was made by Garnett Smith and seconded by Denis Shockley, discussion, the motion was carried unanimously.

Waste Sewer Current Conditions
Waste water treatment plant the belt press needs to be replaced.

Census/ 2020 – Data Concern – Council District Mapping Proposal/RDC/$500
Concern with the census numbers being off. Need to identify how many households are being recognized as residential. Every 10 years we do a redistricting map. Will keep you updated on the numbers.

Consideration for Eminent Domain by Resolution –
6013 Athens St., 5961 Carter Alley, 5965 Carter Alley, 5912 Cobb St. Lula Ga - to serve public purpose
A motion was made to approve the eminent domain was made by Gene Bramlett and seconded by Garnett Smith, discussion, the motion carried unanimously.

Consideration of Eminent Domain by Resolution –
5912 Maiden Lane, 5924 Maiden Lane, 5930 Maiden Lane, Lula GA – to serve public purpose
A motion was made to approve the eminent domain was made by Garnett Smith and seconded by Matt Hamby, discussion, the motion carried unanimously.

S & S Septic Hauling Request (Hall and Banks County residential haulers for the city to receive septic for treatment/consideration 4 options)
A motion was made to deny this request by Garnett Smith and seconded by Matt Hamby, discussion, the motion was carried unanimously.

Craig Brome, Request/Consideration for De-annexation

A motion was made to move forward with the process for de-annexation was made by Garnett Smith and seconded by Gene Bramlett, discussion, the motion carried unanimously.

Tim Williams Agenda Request/ Abandonment of ROW
Tim Williams noted he would like to enclose the front porch located at 6043 Main Street to remodel the house. A motion to deny the request was made by Gene Bramlett and seconded by Garnett Smith. Matt Hamby opposed their vote. 3 yes – 1 no, motion carried.

Planning Commission Recommendations

Variance Request/ 5277 & 5281 Old Cornelia / Setbacks to planning commission/Recommendation to approve (see conditions)
Planning Commission approved with conditions – side setbacks, erosion control, dumpster used. A motion was made by Matt Hamby to approve with planning commission conditions and seconded by Denise Shockley, discussion, motion carried unanimously.

FYI Public Hearing – Proposed Annexation and Rezoning by Cook Communities/ 6492 7th St./ Lewallen 30.27 Acres from Ag to PRD Planned Residential Development, 90 Proposed lots
To be heard on March 1st by the Planning Commission

Proposed Ordinance Adoption – Urban Camping and Homeless Issues/ Establish dates for public hearings if item is to go forward.
A motion was made by Matt Hamby to move forward and seconded by Gene Bramlett, discussion, motion carried unanimously.

Meals on Wheels – March Ride Along/ Volunteer (Tuesdays)
Deliver Meals to Lula residents, they have been doing this for years. City Manager will go on the 1st, Teresa Heath will go on the 8th and Matt Hamby on the 29th. Still need volunteers for the other Tuesdays.

Code Enforcement/Committee Comments – Doug Forrester requesting for Body Cam
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Reminder – Lula Ladies will not meet in February, hope to see everyone in March

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$3,000 has been raise so far? We are seeing a lot of progress on the renovations already so be a part of this unique opportunity and preserve history.

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Lula Belton Historical Society meets the fourth Monday of the Month at the Depot at 7pm, all are invited.

Reminder to Council LOST Training March 7th from 9am to 4pm at Cornelia Community House (for those registered)

Citizen Comments

Mordecai Wilson – Spoke about family and looking towards the future.

Eric Stewart 6217 Main St – Where can we find more information about future public hearings

Felton Woods – Keep Lula moving forward. Warm weather coming consider the baseball fields, bathrooms and parks

Council Comments

Garnett Smith – thanked everyone for coming and showing support

Gene Bramlett seconded Garnett's comments

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Matt Hamby time is moving fast, don't miss the opportunity to spend time with family

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Motion made by Garnett Smith to come out of executive session and seconded by Denise Shockley, motion carried unanimously.

A motion to adjourn was made by Matt Hamby and seconded by Gene Bramlett. The meeting was adjourned.

Minutes from February 21, 2022

Approved March 21, 2022

Mayor Joel Thomas

Tangee Puckett City Clerk

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION CONSENTING TO DE-ANNEXATION

WHEREAS, the Official Code of Georgia Annotated § 36-36-22 provides for a procedure whereby property within the incorporated limits of a city can be de-annexed into the unincorporated county; and

WHEREAS, Craig Broome (the "Owner") is the sole landowner of a certain piece of property consisting of 1.11 +/- acres of land, more or less, currently located within the incorporated city limits of the City of Oakwood and having the address of 0 Old Cornelia Highway, Lula, Georgia (the "Property"); and

WHEREAS, the Property is more fully identified as Tax Parcel number 15007 000277, and is described more particularly in the maps and aerial photographs contained in documents attached hereto as Exhibit "A"; and

WHEREAS, on February 21, 2022, the City of Lula City Council voted unanimously to approve the de-annexation of the tax parcel at issue and said vote is reflected in the minutes of the City; and

WHEREAS, on October 9, 2023, the City Attorney for the City of Lula sent a letter to the Owner stating that the City of Lula needed a resolution by the County consenting to the de-annexation of the Property in order to notify the State of Georgia of the de-annexation of the Property; and

WHEREAS, on February 14, 2024, Hall County's Planning and Development Department received communication from the Owner demonstrating that the City of Lula had voted to de-annex the property and requesting that the County consent to the de-annexation; and

WHEREAS, the County has received sufficient documentation indicating that the City of Lula, Georgia has voted to de-annex the Property pursuant to a de-annexation application from the Owner of the Property; and

WHEREAS, O.C.G.A. § 36-36-22 grants the City of Lula the authority to de-annex the Property upon the written and signed applications of all of the owners of all of the land proposed to be de-annexed, other than the owners of public streets, roads, highways, or right of ways, containing a complete description of the lands to be de-annexed and the adoption of a resolution by the governing authority of Hall County, Georgia consenting to the de-annexation; and

WHEREAS, the Hall County Board of Commissioners has been granted the authority pursuant to O.C.G.A. § 36-36-22 to consent to the de-annexation of the Property; and

WHEREAS, the Hall County Board of Commissioners has determined that it is in the best interests of the County and its citizens to consent to the de-annexation of the Property.

NOW THEREFORE, the Hall County Board of Commissioners hereby resolves, pursuant to O.C.G.A. § 36-36-22, to consent to the request of the Owner of the Property known as 0 Old Cornelia Highway, Lula, Georgia, Tax Parcel number 15007 000277 (and more fully described in the attached Exhibit "A" hereto) to de-annex the Property from the City of Lula.

[Signatures on following page.]

SO RESOLVED this the _____ day of _____, 2024.

HALL COUNTY BOARD OF COMMISSIONERS

_____

Chairman, Richard Higgins

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
William J. Linkous III, County Attorney

Exhibit "A"

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

To: William Linkous, III, County Attorney
Van Stephens, Special Assistant County Attorney
Randi Doveton, Director, Planning and Development
Beth Garmon, Planning and Zoning Administrator, Planning and Development

From: Katie Greenway, Principal Planner

Date: February 19, 2024

Subject: De-annexation from Mr. Craig Broome in Commission District 3 to de-annex tax parcel 15007 000277.

Application

Applicant: Craig Broome

Tax Parcel(s): 15007 000277

Acreage: 1.11± acres

Owner(s): Jane E. Bates

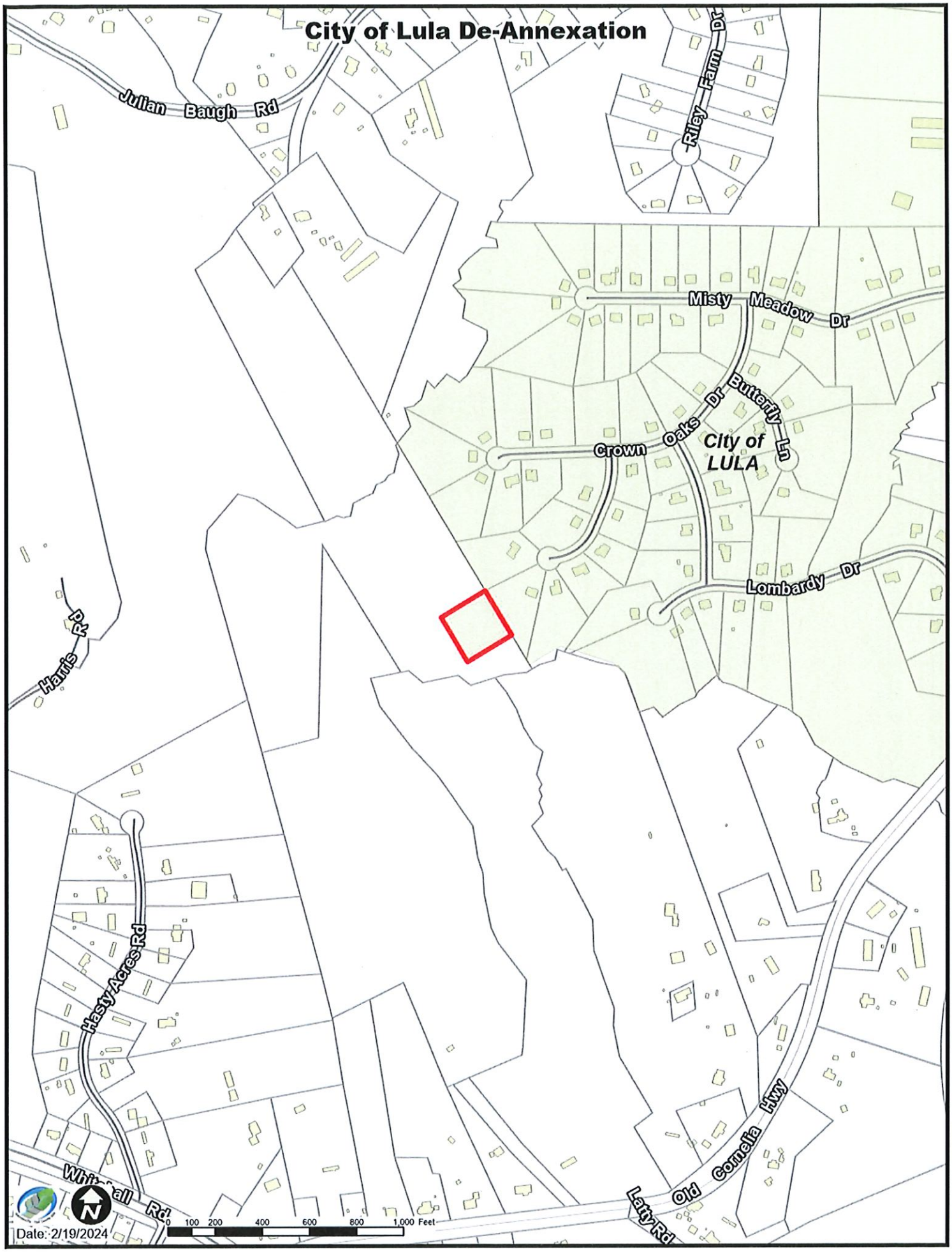
Date Received: February 14, 2023

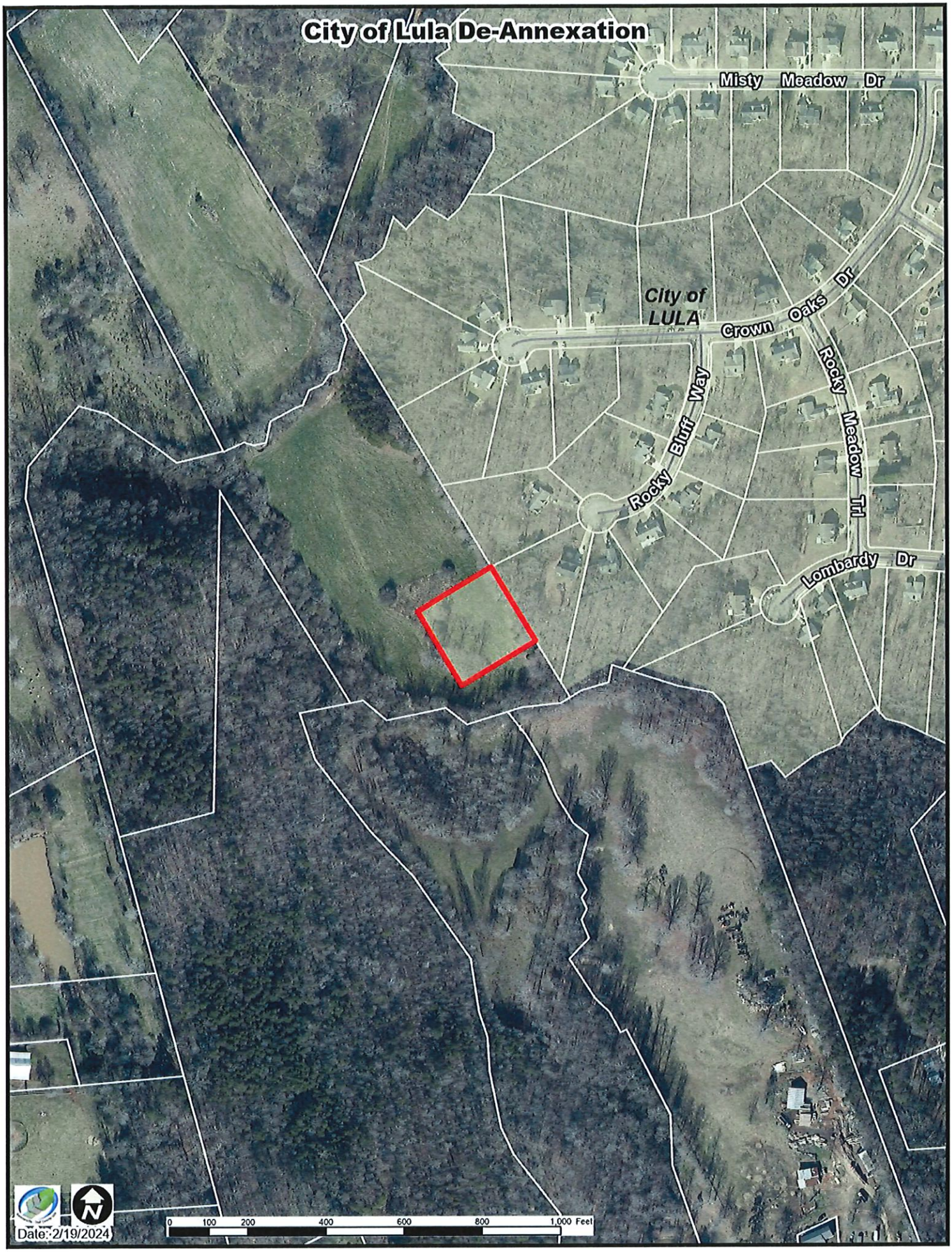
Summary

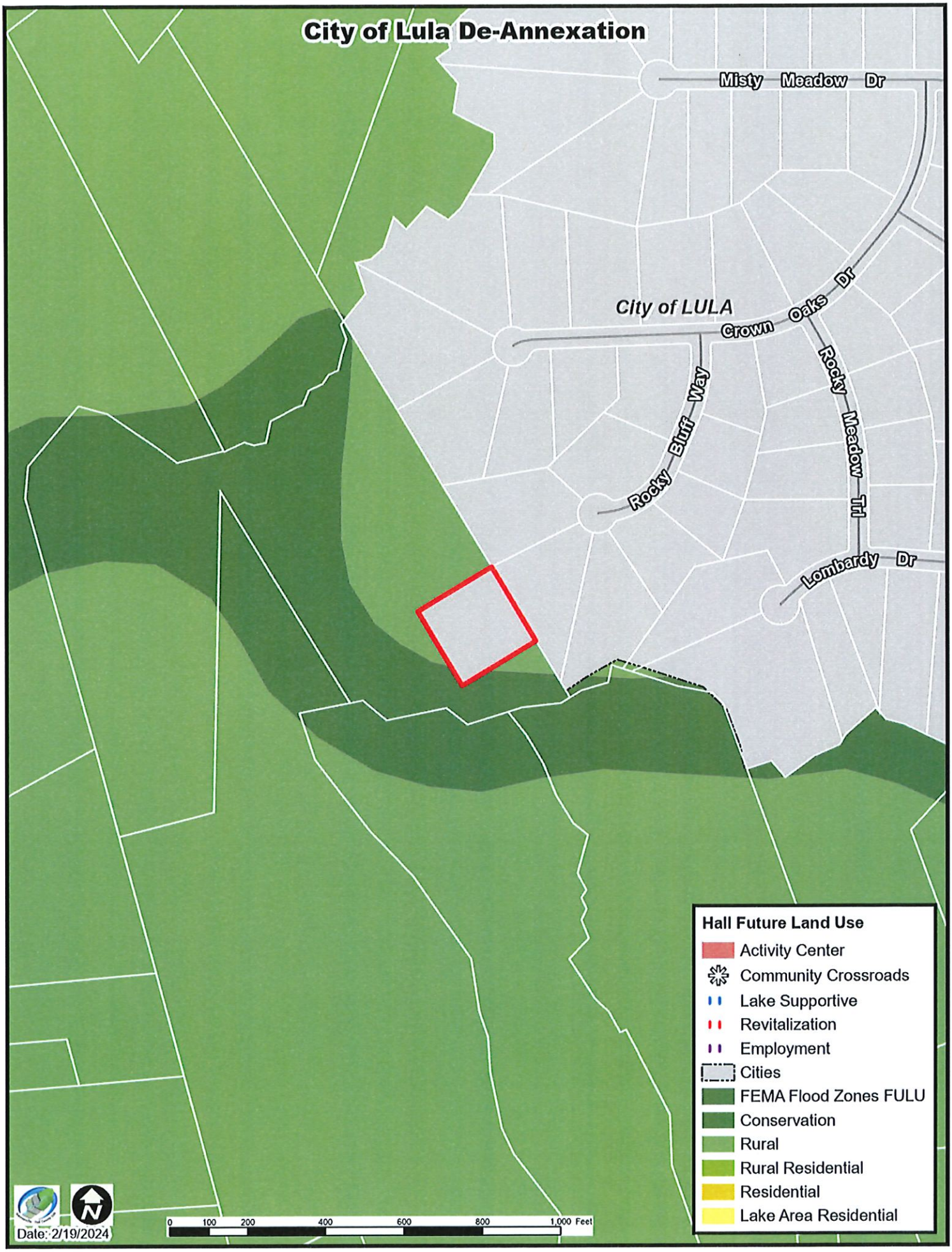
On February 21, 2022 the City of Lula City Council voted unanimously to approve the de-annexation of Mr. Craig Broome for tax parcel 15007 000277. The purpose of this de-annexation request is to join the 1.11± acre tract with the surrounding 29.02± acre pastureland, located within unincorporated Hall County. It is currently unclear what the existing zoning designation is within the City of Lula; however, Staff recommends that the new zoning district be consistent with the surrounding property, which is zoned Agricultural Residential-III (AR-III) adjacent to the subject parcel.

The proposal complies with the future land use guidelines set by the Hall County Comprehensive Plan, as the future land use designation for the subject property is "Rural." The intent of this land use designation is to preserve the existing rural character, including agricultural uses and large-lot residential uses, as well as natural and historic features.

See attached notice letter, maps, narrative, and City of Lula City Council meeting minutes for reference.


City of Lula De-Annexation
Julian Baugh Rd
Riley Farm Dr
Misty Meadow Dr
Butterfly Ln
Crown Oaks Dr
City of LULA
Lombardy Dr
Harris Rd
Hasty Acres Rd
Old Cornelia Hwy
Latty Rd
0 100 200 400 600 800 1,000 Feet
Date: 2/19/2024


City of Lula De-Annexation
Misty Meadow Dr
City of LULA
Crown Oaks Dr
Rocky Bluff Way
Rocky Meadow Trl
Lombardy Dr
0 100 200 400 600 800 1,000 Feet
Date: 2/19/2024


City of Lula De-Annexation
Misty Meadow Dr
City of LULA
Crown Oaks Dr
Rocky Bluff Way
Rocky Meadow Trl
Lombardy Dr
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
0 100 200 400 600 800 1,000 Feet
Date: 2/19/2024

Hall County Planning & Zoning
Received
February 14, 2024

Joseph A. Homans, P.C
Attorney at Law

272 Hwy 9 SO
P.O.Box 477
Dawsonville, GA 30534
(706) 265-3090
joey@homanslaw.com
sabrina@homanslaw.com

Joseph A. Homans, P.C.

October 9, 2023

Craig Broome
5801 Julian Baugh Rd.
Lula, Georgia 30554

Re: Deannexation – City of Lula

Dear Mr. Broome:

Your request for an update from the City of Lula regarding deannexation of Parcel No. 15007 000277 has been forwarded to me for response.

I provide you a copy of what has been provided me as the written and signed application (the yellow sticky note will not be on the original) and the February 21, 2022 minutes approving the process.

O.C.G.A. §36-36-22 requires the adoption of a resolution by Hall County consenting to the deannexation to complete the process. The City must notify the State of the deannexation when the process is completed. If you have a copy of that resolution, then please provide that copy to the City Manager. If you do not have a copy of that resolution, then please let me know the date you appeared before the Commissioners regarding this matter, and I will search county commission minutes for the resolution.

I attempted to call you a few times in response to the message you left for me. However, voicemail is unavailable for your phone, so I could not leave a message.

Respectfully,

Joseph A. Homans
City Attorney

JAH/sj
cc: Dennis Bergin

Hello,

My name is Craig Broome and on behalf of my Mother in law (Jane Ellen Bates) I would like to request the de-annexation of parcel 15007 000277 (1.11 acres) as pictured in figure #1.

Wants on next pass. Meeting agenda

678.943.3154

Approximately 15 years ago, my wife (Pam Bates Broome) and I were looking for a site to build our home. At this time grading had begun to develop the Misty River Subdivision on Old Cornelia Hwy. We were able to purchase the lot adjacent the families back pastureland and in order to secure the ability to build we were required to annex the 1.11-acre site into the city of Lula.

After planning the build and much financial consideration it was not feasible for us to develop the site and as agreed with the developer; that if we did not build, we would and did sale it back to him.

Now we have this 1.11-acre site that has no city access. We have all of this pastureland in a 10-year agricultural conservation agreement, that greatly reduces the among of taxes. This 1.11-acre value was $16,500 in 2020 and increased to $36,800 in 2021. We paid $403.61 in tax for 2021, which was more than all the surrounding farmland combined. (figure #2)

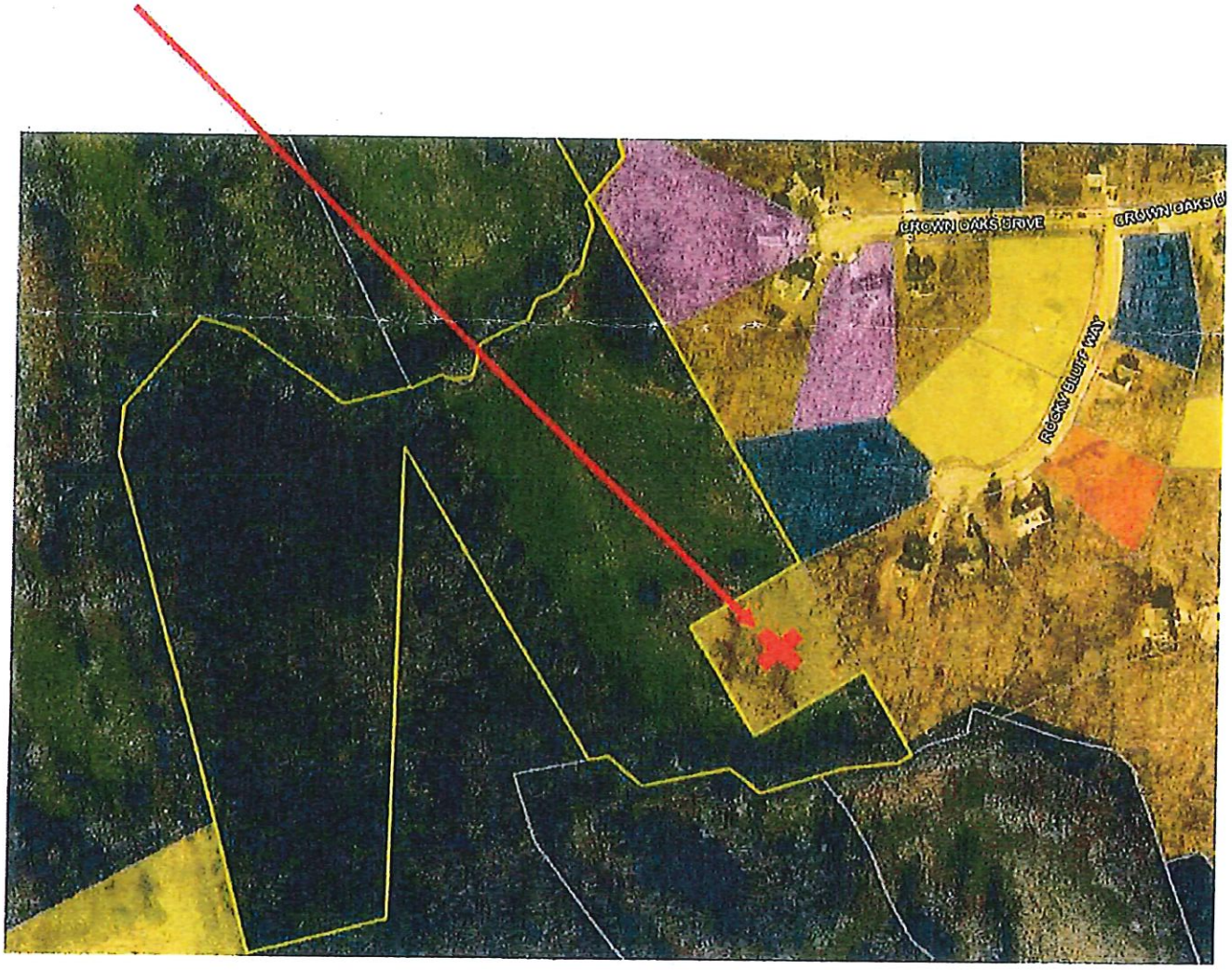
We appreciate your time and ask that you consider our request as we need to renew our 10-year agricultural conservation agreement by April 1st, 2022.

Thank You

Craig Broome & Jane Ellen Bate

Craig Broome Ellen Bates

Parcel 15007 000277 (1.11 acres)



City of Lula
Council Meeting
City Hall / 7:00 P.M.
Monday, February 21, 2022

Present: Mayor Joe Thomas

Mayor Pro Tem Matt Hamby

Council Members Lamb Griffin

Gene Bramlett

Denise Shockley

Also Present:

City Manager Dennis Bergin
City Clerk Tangee Puckett
City Attorney Joseph Homans

Opening / Welcome Mayor
Invocation was given and the pledge was recited.

Citizen Comments –

Roy Hall – 5152 Mtn View Pkwy. – in opposition to item number 8 – S & S Septic Hauling Request. Has a petition with over 100 signatures, not proper place to put the location. The bug trucks will damage the roads, concerned for the animals and children's safety, this opens the door to other companies.

Associate Real Estate Broker – when you have a facility like this, it decreases the value in your home.

Mordecai Wilson spoke about brighter futures and looking ahead. Mayor and council keep moving forward. He thanked the city manager and the city attorney. Find adversity and help others without wanting anything in return, treat everyone fair and with respect.

Jim Grier – Echoed Mordecai's thoughts. Thanked the mayor and council for reviewing somethings that have been challenging. Noted they were not going to know everything. Glad they were attending the newly elected official training and thanked them for attending the LOST meeting.

Public Hearing

Variance Request –
5277 & 5281 Old Cornelia Hwy – Setbacks – Front, Rear and Side

Attorney Homans called the public hearing to order. The applicant would like to reduce the setbacks at 5277 Old Cornelia Hwy, front from 100 feet to 50 feet, on the northside reduce from 25 feet to 9 feet and the southside from 25 feet to 15 feet. 5281 Old Cornelia Hwy front from 100 feet to 50 feet, northside from 25 feet to 16 feet and southside from 25 feet to 15 feet.

The applicant was present and noted they would like to construct 2 single family homes. There is an old commercial building that was purchased a year ago. They would like to demolish the building and remove the underground storage tanks. They will use the existing septic tank and this has been approved by environmental health.

Betty Jarrard lives next to the property concerned with erosion control and the houses being put near her fence.

Favor –

Craig Smith – 5708 Toombs St – one work with the engineer in the past, good deal to make this happen.

Felton Wood – demolishing the building and removing the underground storage will good for this property.

The public hearing was closed.

Minutes from January 18th Regular Voting Council Session – a motion to approve the January 18th minutes from the Regular Voting Council Session was made by Matt Hamby and seconded by Garnett Smith, discussion, the motion carried unanimously.

Yard of the Month - Mayor Thomas announced the YOTM recipients for the month of January.

Recipients are:
District 1 – Veneda Clanton; District 2 – April & Michael Koostra; District 3 – Kenneth Griffin
District 4 – Preston Langston; and District 5 – Kirk Adams

Finance – City Manager gave an update on the Cities current finances and noted the city was in the beginning of their fiscal year but the bank balances remain consistent.

Prisoner Vehicle Replacement/Status
Not successful in finding a replacement at this time.

Audio Video Council Chambers/Exterior and Interior Renovations, Committee Recommendation
The cost would be around $44,000 and the finance committee recommended moving forward with the renovations.

Truck Plow $5,200 ETA/ Sept/ Committee Recommendation
The finance committee denied the purchase.

Municipal Judge Agreement
A motion to approve the municipal judge agreement was made by Garnett Smith and seconded by Denis Shockley, discussion, the motion was carried unanimously.

Waste Sewer Current Conditions
Waste water treatment plant the belt press needs to be replaced.

Census/ 2020 – Data Concern – Council District Mapping Proposal/RDC/$500
Concern with the census numbers being off. Need to identify how many households are being recognized as residential. Every 10 years we do a redistricting map. Will keep you updated on the numbers.

Consideration for Eminent Domain by Resolution –
6013 Athens St., 5961 Carter Alley, 5965 Carter Alley, 5912 Cobb St. Lula Ga - to serve public purpose
A motion was made to approve the eminent domain was made by Gene Bramlett and seconded by Garnett Smith, discussion, the motion carried unanimously.

Consideration of Eminent Domain by Resolution –
5912 Maiden Lane, 5924 Maiden Lane, 5930 Maiden Lane, Lula GA – to serve public purpose
A motion was made to approve the eminent domain was made by Garnett Smith and seconded by Matt Hamby, discussion, the motion carried unanimously.

S & S Septic Hauling Request (Hall and Banks County residential haulers for the city to receive septic for treatment/consideration 4 options)
A motion was made to deny this request by Garnett Smith and seconded by Matt Hamby, discussion, the motion was carried unanimously.

Craig Brome, Request/Consideration for De-annexation

A motion was made to move forward with the process for de-annexation was made by Garnett Smith and seconded by Gene Bramlett, discussion, the motion carried unanimously.

Tim Williams Agenda Request/ Abandonment of ROW
Tim Williams noted he would like to enclose the front porch located at 6043 Main Street to remodel the house. A motion to deny the request was made by Gene Bramlett and seconded by Garnett Smith. Matt Hamby opposed their vote. 3 yes – 1 no, motion carried.

Planning Commission Recommendations

Variance Request/ 5277 & 5281 Old Cornelia / Setbacks to planning commission/Recommendation to approve (see conditions)
Planning Commission approved with conditions – side setbacks, erosion control, dumpster used. A motion was made by Matt Hamby to approve with planning commission conditions and seconded by Denise Shockley, discussion, motion carried unanimously.

FYI Public Hearing – Proposed Annexation and Rezoning by Cook Communities/ 6492 7th St./ Lewallen 30.27 Acres from Ag to PRD Planned Residential Development, 90 Proposed lots
To be heard on March 1st by the Planning Commission

Proposed Ordinance Adoption – Urban Camping and Homeless Issues/ Establish dates for public hearings if item is to go forward.
A motion was made by Matt Hamby to move forward and seconded by Gene Bramlett, discussion, motion carried unanimously.

Meals on Wheels – March Ride Along/ Volunteer (Tuesdays)
Deliver Meals to Lula residents, they have been doing this for years. City Manager will go on the 1st, Teresa Heath will go on the 8th and Matt Hamby on the 29th. Still need volunteers for the other Tuesdays.

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A motion to adjourn was made by Matt Hamby and seconded by Gene Bramlett. The meeting was adjourned.

Minutes from February 21, 2022

Approved March 21, 2022

Mayor, Joel Thomas

Tangee Puckett City Clerk

AGENDA ITEM

County Attorney

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 82/2024

SUBJECT: Approval and authorization for the Chairman to execute a resolution consenting to the de-annexation from the City of Oakwood of approximately 2.29 acres of improved real property located at 4526 Railroad Street, Oakwood, GA, subject to review and approval by County Attorney.

Meetings:

Work Session Date: 03/11/24 **Voting Meeting Date:** 03/14/24

Executive Summary:

Presenter: WLCA

Recommendation:
Approval.

Purpose of Request:
To approve the Resolution consenting to the de-annexation from the City of Oakwood of approximately 2.29 acres of improved real property located at 4526 Railroad Street, Oakwood, GA 30566 and authorize the Chairman to sign the Resolution subject to the review and approval of the County Attorney.

History:
On February 5, 2024 the County received a package of documentation from Oakwood Community Development Director Dan Schultz, including a written and signed de-annexation application from the Owner, Perry Scroggs, together with a complete description of the property.

Facts and Issues:
The owner wishes to de-annex from the City of Oakwood for reasons stated in the application.

Options:
Approve or deny the Resolution.

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	N/A
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-04-08

Approvals:

Submit	Budget	Finance	Attorney
WLI	EW	WG	WLI
Administration		**Clerk**	
CR		JR	

Attachments:

Resolution Consenting to De-Annexation of 4526 Railroad Street, Oakwood, Georgia

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 82/2024

Funds Requested: $ 0.00

Request Budgeted: No

Proposed Source of Funding:

N/A

Budget Transfer Requested:

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: WLCA

Phone: (770) 297-2686

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION CONSENTING TO DE-ANNEXATION

WHEREAS, the Official Code of Georgia Annotated § 36-36-22 provides for a procedure whereby property within the incorporated limits of a city can be de-annexed into the unincorporated county; and

WHEREAS, Perry Scroggs (the "Owner") is the sole landowner of a certain piece of property consisting of 2.29 +/- acres of land, more or less, currently located within the incorporated city limits of the City of Oakwood and having the address of 4526 Railroad Street, Oakwood, Georgia 30566 (the "Property"); and

WHEREAS, the Property is more fully identified as Tax Parcel number 08067 000074, and is described more particularly in the maps and aerial photographs contained in documents attached hereto as Exhibit "A"; and

WHEREAS, on or about February 5, 2024, Hall County received a package of documentation from Oakwood Community Development Director Dan Schultz, including a written and signed de-annexation application from the Owner, submitted to the City of Oakwood containing a complete description of the Property; and

WHEREAS, the City of Oakwood, Georgia has provided notice to the County that it has received the same de-annexation application from the Owner of the Property; and

WHEREAS, O.C.G.A. § 36-36-22 grants the City of Oakwood the authority to de-annex the Property upon the written and signed applications of all of the owners of all of the land proposed to be de-annexed, other than the owners of public streets, roads, highways, or right of ways, containing a complete description of the lands to be de-annexed and the adoption of a

resolution by the governing authority of Hall County, Georgia consenting to the de-annexation; and

WHEREAS, the Hall County Board of Commissioners has been granted the authority pursuant to O.C.G.A. § 36-36-22 to consent to the de-annexation of the property; and

WHEREAS, the Hall County Board of Commissioners has determined that it is in the best interests of the County and its citizens to consent to the de-annexation of the Property.

NOW THEREFORE, the Hall County Board of Commissioners hereby resolves to consent to the request of the Owner of the Property known as 4526 Railroad Street, Oakwood, Georgia, 30566, Tax Parcel number 08067 000074 (and more fully described in the attached Exhibit "A" hereto), pursuant to O.C.G.A. § 36-36-22.

SO RESOLVED this the _____ day of _____, 2024.

HALL COUNTY BOARD OF COMMISSIONERS

_____
Chairman, Richard Higgins

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
William J. Linkous III, County Attorney

Exhibit "A"

CITY OF
OAKWOOD
BUILDING THE FUTURE TOGETHER

RECEIVED
FEB 05 2024
By

H. Lamar Scroggs
Mayor

Stephen Hendrix
Council Member

Pat Jones
Council Member

Todd Wilson
Council Member

Dwight Wood
Council Member

Sheri Clark Millwood
Council Member

Donald T. Hunt
City Attorney

Mai Chang
City Clerk

B.R. White
City Manager

January 31, 2024

Honorable Billy Powell
Hall County Commissioner, District 2
P. O. Drawer 1435
Gainesville, GA 30503

Re: Application for Annexation & Zoning
Perry Scroggs
Tax Parcel # 08067 000074 +/- 2.29 acres
Address: 4526 Railroad street

Dear Commissioner Powell:

Please accept this letter as a courtesy notification of the attached proposed de-annexation located in your district.

This application will be considered by the Oakwood Planning Commission on Thursday, March 14, 2024 at 6:00 p.m. and a Public Hearing will be scheduled by the Oakwood City Council on Monday, April 8, 2024 at 7:00 p.m. at Oakwood City Hall.

If you have any questions or need additional information, please give me a call.

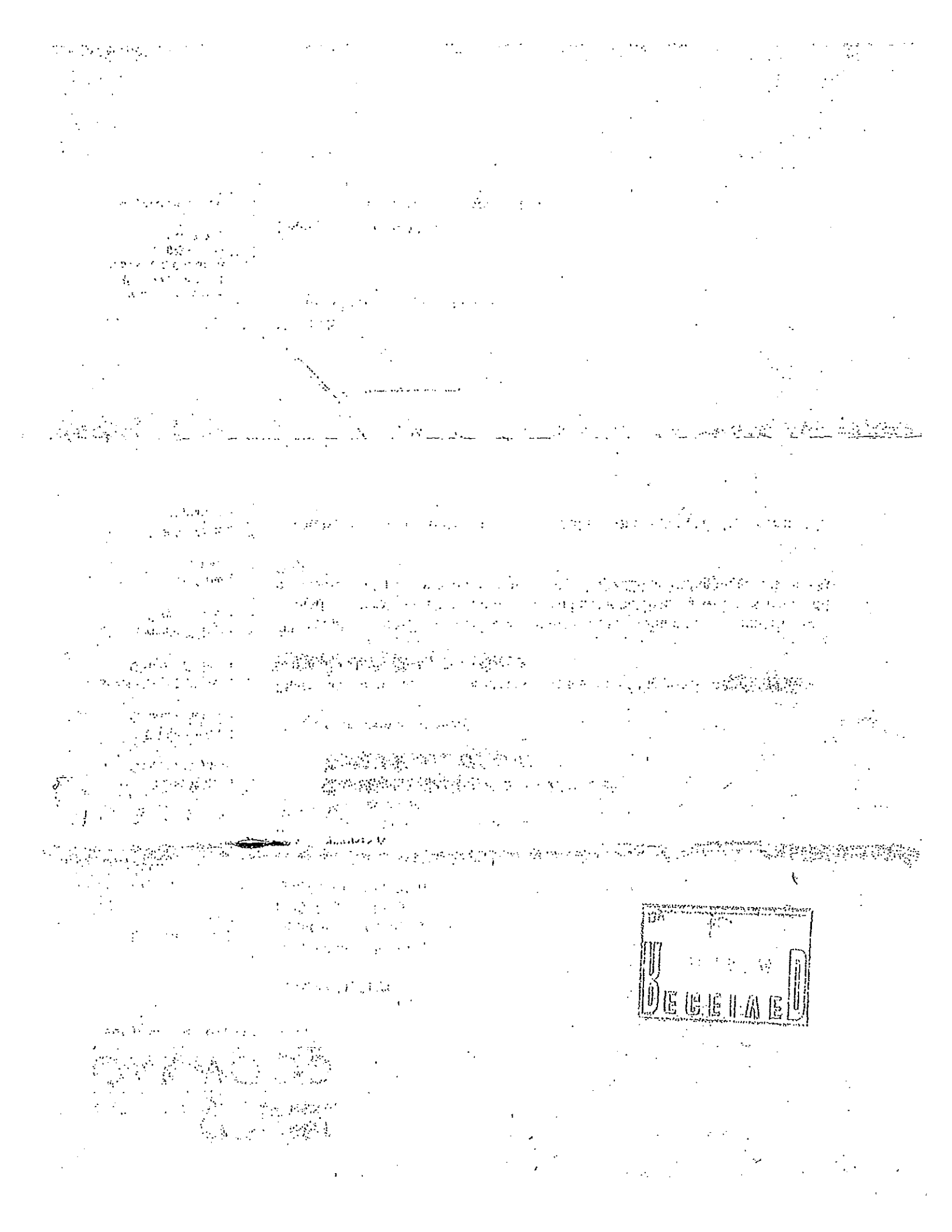
Sincerely,

Dan Schultz
Community Development Director

Enclosures 1. GIS Map
2. Annexation Application

Post Office Box 99
4035 Walnut Circle
Oakwood, GA 30566
P. 770-534-2365
F. 770-297-3223

CityofOakwood.net


RECEIVED

CITY OF OAKWOOD

BUILDING THE FUTURE TOGETHER

4035 WALNUT CIRCLE / P.O. BOX 99
OAKWOOD GA 30566
770-534-2365

GENERAL APPLICATION FORM

TYPE OF APPLICANT:

☒ PROPERTY OWNER ☐ DEVELOPER/BUILDER

☐ RESIDENT/PROPIETOR ☐ ATTORNEY/AGENT

NAME: Sherry Scroggs			
ADDRESS: 4526 Railroad St			
CITY: Oakwood	STATE: Ga.	ZIP CODE: 30566	
PHONE 678 943 8014	CELL: 678 316 3346	FAX:	E-MAIL:

678-443-844

PERSON TO CONTACT

NAME: same.		
ADDRESS:		
PHONE:	FAX:	E-MAIL:

PROPERTY OWNER

NAME: same.			
ADDRESS:			
CITY:		STATE:	ZIP CODE:
PHONE:	FAX:	E-MAIL:	

DESCRIPTION OF PROPERTY

ADDRESS:	
TAX MAP & PARCEL #:	ACREAGE: 2.39

TYPE OF APPLICATION

DE-

☒ ANNEXATION AND ZONING ☐ ZONING VERIFICATION

☐ REZONING

☐ APPEAL

☐ SITE PLAN APPROVAL ☐ AMENDMENT

☐ CHANGE IN CONDITIONS

☐ CONDITIONAL USE

☐ VARIANCE TO ZONING ORDINANCE ☐ VARIANCE TO SIGN ORDINANCE

☐ VARIANCE TO SUBDIVISION REGULATIONS

☐ SOIL EROSION/DEVELOPMENT PERMIT (1.1 ACRES OR MORE)

☐ DEVELOPMENT PERMIT (LESS THAN 1.1 ACRES)

☐ PRELIMINARY PLAT

☐ FINAL PLAT

☐ EXEMPTION PLAT

SIGNATURE: Sherry E Scroggs

DATE: 1-17-24

OFFICE USE ONLY

FEE: $ 150.00

☒ CASH ☐ CHECK # 298265

CITY OF
OAKWOOD
BUILDING THE FUTURE TOGETHER

4035 WALNUT CIRCLE / P.O. BOX 99
OAKWOOD GA 30566
770-534-2365

APPLICATION FOR REZONING

A SITE PLAN IS REQUIRED FOR COMMERCIAL AND INDUSTRIAL DISTRICTS.

SEE SECTION 6 OF ZONING PROCEDURES ORDINANCE FOR PLAN CONTENTS

EXISTING ZONING DISTRICT : R-1

PROPOSED ZONING DISTRICT: residential

PROPOSED USE: _____

PLEASE JUSTIFY YOUR REQUEST BASED ON THE FOLLOWING CRITERIA:

1. The existing uses and zoning of nearby property and whether the proposed zoning will adversely affect the existing use or usability of nearby property.

2. The extent to which property values are diminished by the particular zoning restrictions.

3. The extent to which the destruction of property values promotes the health, safety, morals or general welfare of the public.

4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner

5. The physical suitability of the subject property for development as presently zoned and under the proposed zoning district.

6. The length of time the property has been vacant, considered in the context of land development in the area in the vicinity of the property, and whether there are existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the rezoning request.

7. The zoning history of the subject property.
It was zoned to sell commercial at one time but was rezoned back to residential. It has been a hardship money wish

8. The extent to which the proposed zoning will result in a use which will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, school, parks, or other public facilities.

Extra taxes + etc. for Oakwood and we pay county too

9. Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan, land use plan, or other adopted plans.

NOTE: THIS FORM, IF COMPLETED, SATISFIES "LETTER OF INTENT" REQUIREMENTS.

4452
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CITY OF
OAKWOOD
BUILDING THE FUTURE TOGETHER

4035 WALNUT CIRCLE / P.O. BOX 99
OAKWOOD GA 30566
770-534-2365

DC

APPLICATION FOR ANNEXATION

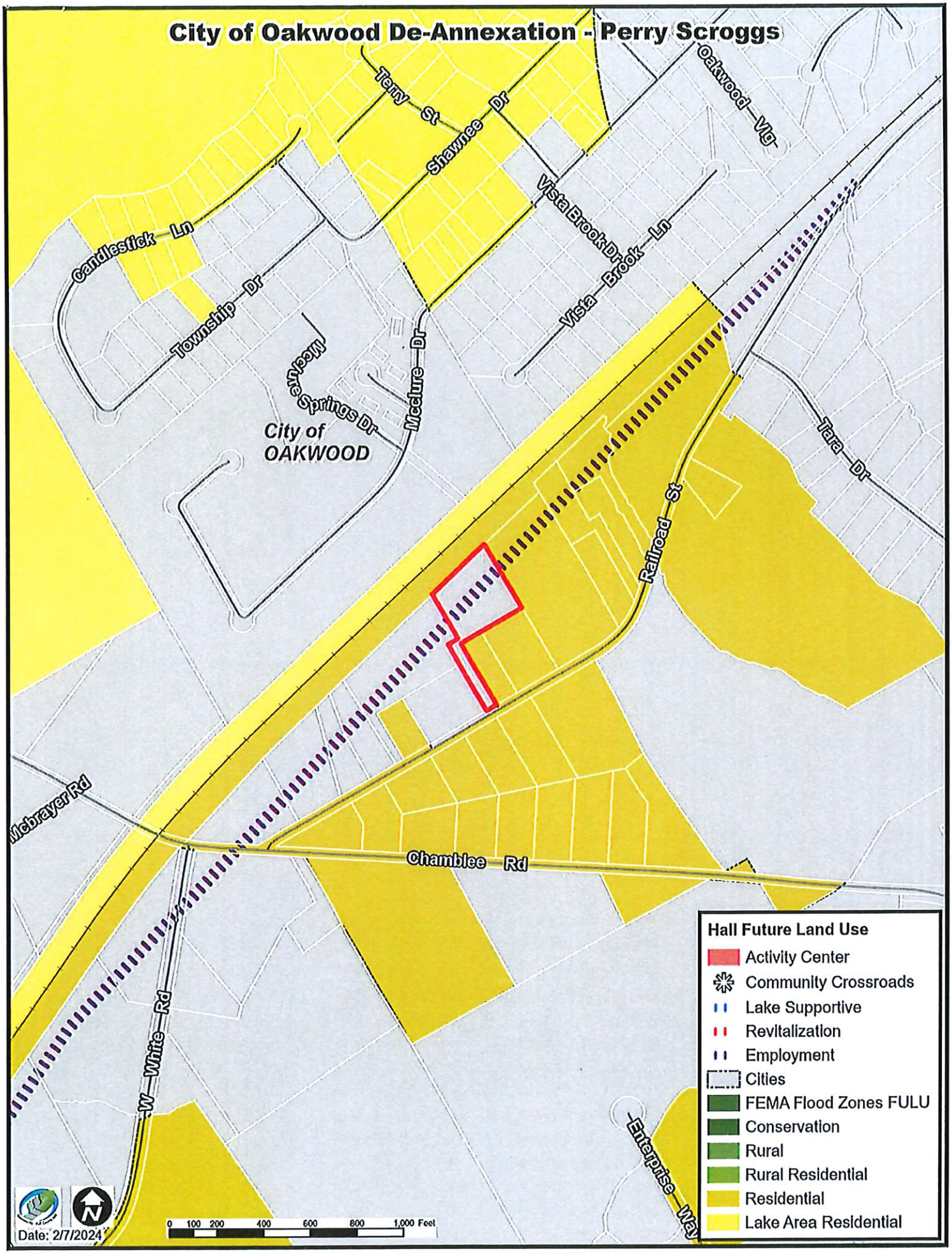
NAME: Perry Scroggs		
ADDRESS: 4526 Railroad St		
CITY: Oakwood	STATE: Ga	ZIP CODE: 30566
PHONE: 678 943 8014		

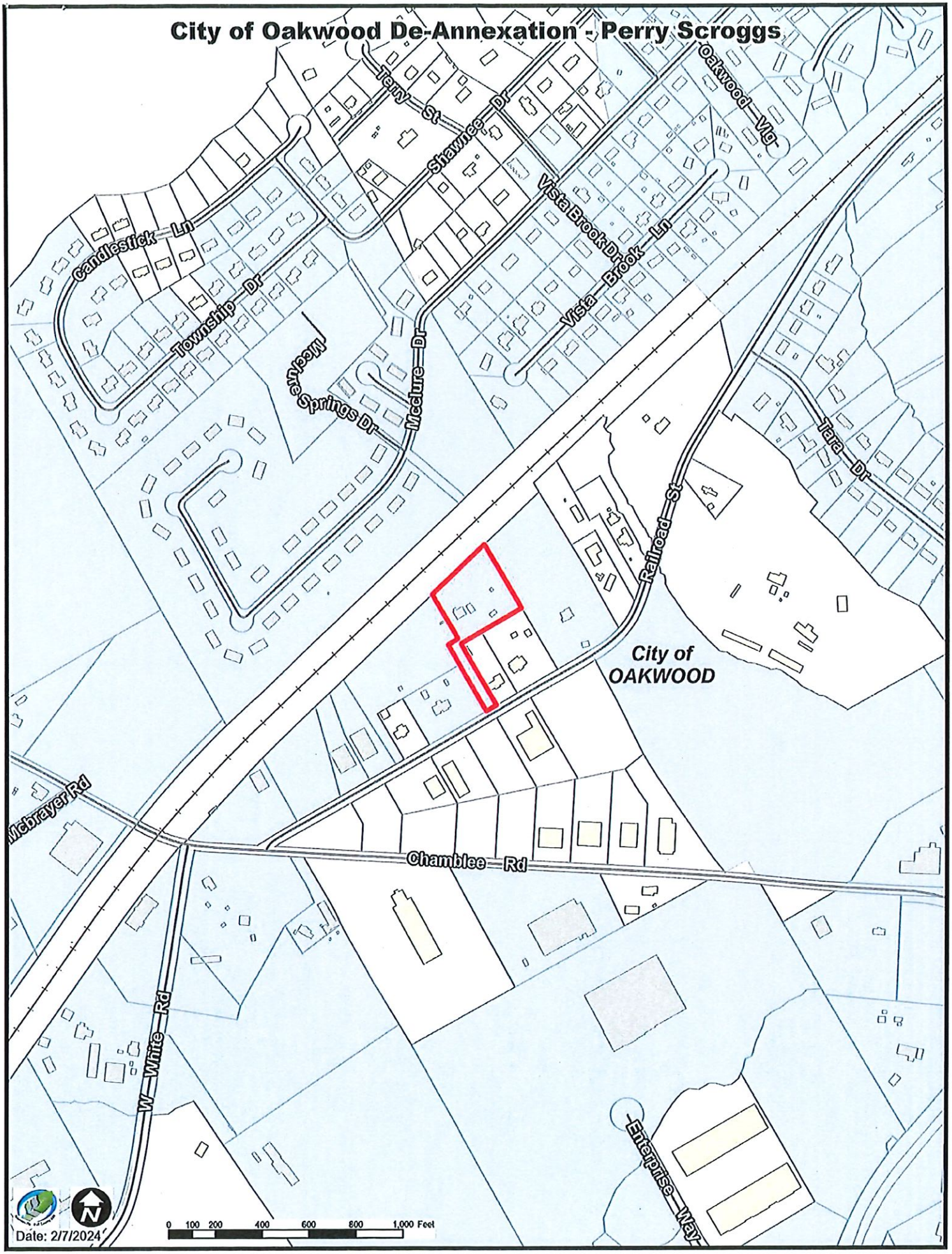
DESCRIPTION OF PROPERTY PROPOSED TO BE ANNEXED

STREET ADDRESS:	4526 Railroad St
DISTRICT / SECTION / LAND LOT:	
ACREAGE:	2.39
TAX MAP & PARCEL #:	
NAME OF SUBDIVISION:	
EXISTING LAND USE:	

DESCRIPTION OF UTILITIES SERVING THE PROPERTY

WATER SERVICE:	Gainesville Water Dept.
SANITARY SEWER:	septic tank
ELECTRICITY:	Jackson Electric
GAS:	none
TELEPHONE:	Charter
CABLE TELEVISION:	Charter
GARBAGE COLLECTION:	Oakwood


City of Oakwood De-Annexation - Perry Scroggs
Terry St
Shawnee Dr
Oakwood Vlg
Vista Brook Dr
Vista Brook Ln
Candlestick Ln
Township Dr
Meadows Springs Dr
Mcclure Dr
City of OAKWOOD
Railroad St
Tara Dr
Mebreyer Rd
Chamblee Rd
W White Rd
Enterprise Way
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
0 100 200 400 600 800 1,000 Feet
Date: 2/7/2024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Mcclure Dr
Railroad St
Tara Dr
City of OAKWOOD
Mcbrayer Rd
Chamblee Rd
W White Rd
Enterprise Way
0 100 200 400 600 800 1,000 Feet
Date: 2/7/2024

City of Oakwood De-Annexation - Perry Scroggs
Mcclure Springs Dr
Vista Brook Dr
Mcclure Dr
City of
OAKWOOD
Railroad St
Chamblee Rd
Date: 2/7/2024
0 100 200 400 600 800 1,000 Feet

AGENDA ITEM

County Attorney

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 130/2024

SUBJECT: Approval and authorization for the Chairman to execute a resolution accepting the donation of 4.3 acres of real property located at 1370 Athens Street, Gainesville, GA by Fieldale Farms Corporation for recreational and community purposes, and authorize the Chairman to sign any documents necessary to effectuate the transaction, subject to the review and approval of the County Attorney.

Meetings:

Work Session Date: 03/11/24

Voting Meeting Date: 03/14/24

Executive Summary:

Presenter: WLCA

Recommendation:
Approval.

Purpose of Request:
To approve the Resolution accepting the donation of 4.3 acres of real property by Fieldale Farms Corporation for recreational and community purposes, and authorize the Chairman to sign any documents necessary to effectuate the transaction subject to the review and approval of the County Attorney.

History:
This 4.3 acres of real property is adjacent to Hall County's Butler Park, and Fieldale Farms Corporation has generously expressed its intention to donate the property to the County for recreational and community purposes associated with Butler Park.

Facts and Issues:
The property is currently undeveloped and Hall County's Parks and Leisure Services Department intends to place walking and other trails on the donated property for recreational and community use connected with Butler Park.

Options:
To approve or deny the Resolution.

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? 2024-03-29

Approvals:

Submit	Budget	Finance	Attorney
WLI	EW	WG	WLI

Administration	Clerk
CR	JR

Attachments:
Resolution
Warranty Deed
Property Plat

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 130/2024

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: WLCA

Phone: 770-297-2686

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION ACCEPTING 4.3 ACRES OF REAL PROPERTY

WHEREAS, Fieldale Farms Corporation currently possesses 4.3 acres of real property which is more particularly described in the legal description and plat attached hereto; and

WHEREAS, Fieldale Farms Corporation desires to donate said real property to Hall County, Georgia for its use for recreational and community purposes; and

WHEREAS, the Hall County Board of Commissioners has determined that the real property at issue can be used by the County and its residents and citizens for recreational and community purposes; and

WHEREAS, the Hall County Board of Commissioners desires to accept the donation of the real property at issue from Fieldale Farms Corporation, and believes that acceptance of the property would serve the health and general welfare of the County and its citizens.

NOW THEREFORE, the Board of Commissioners determines and declares that the real property more particularly described in the legal description and plat attached hereto is approved and accepted as County property, and the deed should be filed with the Clerk of Court's records. The Board of Commissioners further authorizes the Chairman to sign any and all documents necessary to effectuate this transaction, subject to the review and approval of the County Attorney.

[Signatures on following page.]

SO RESOLVED this the _____ day of March, 2024.

HALL COUNTY BOARD OF COMMISSIONERS

_____

Chairman, Richard Higgins

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
William J. Linkous III, County Attorney

THIS BLOCK IS RESERVED FOR
THE CLERK OF SUPERIOR COURT

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 CLOSRE PRECISION OF ONE FOOT IN 22,477 FEET, AND AN ANGULAR ERROR OF 3 PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 454,282 FEET.

RICHARD H. HOLCOMB
REGISTERED GEORGIA LAND SURVEYOR NO. 2733
158 HOLCOMB CIRCLE
DEMOREST GEORGIA, 30535
706-754-1875
DATE: 9-22-22

LEGEND:
I.P.F. IRON PIN FOUND
I.P.S. IRON PIN SET (1/2" RB)
RB REBAR
P/L PROPERTY LINE
C/L CENTERLINE
INT. INTERSECTION
R/W RIGHT OF WAY
BYLD BUILDING
—E— POWER LINE
—x— FENCE

OWNER'S CERTIFICATE
STATE OF GEORGIA COUNTY OF HALL
THE UNDERSIGNED CERTIFIES THAT HE OR SHE IS THE OWNER 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 GAINESVILL UNIFIED LAND DEVELPMENT CODE. THE OWNER FURTHER ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE HIS FREE ACT AND DEED, AND DEDICATES TO THE CITY OF GAINESVILLE FOREVER ALL AREAS SHOWN OR INDICATED ON THIS PLAT AS PUBLIC STREET, EASEMENTS OR OTHER PUBLIC USE AREAS, AND ALL WATER SYSTEM, SEWERAGE AND OTHER PUBLIC IMPROVEMENTS (HEREINAFTER "FACLIITIES"). 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 DEVELPMENT CODE AND PROVIDED A MAINTENANCE BOND AS REQUIRED IN SECTIONS 9-13-13-9 AND 10.

OWNER'S NAME: FIELDALE FARMS CORP
OWNER'S ADDRESS: P.O. BOX 558
BALDWIN, GA 30511
DATE: 26 SEP 2022
OWNER'S SIGNATURE:

ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK. (HALL COUNTY CODE 8.170.070)

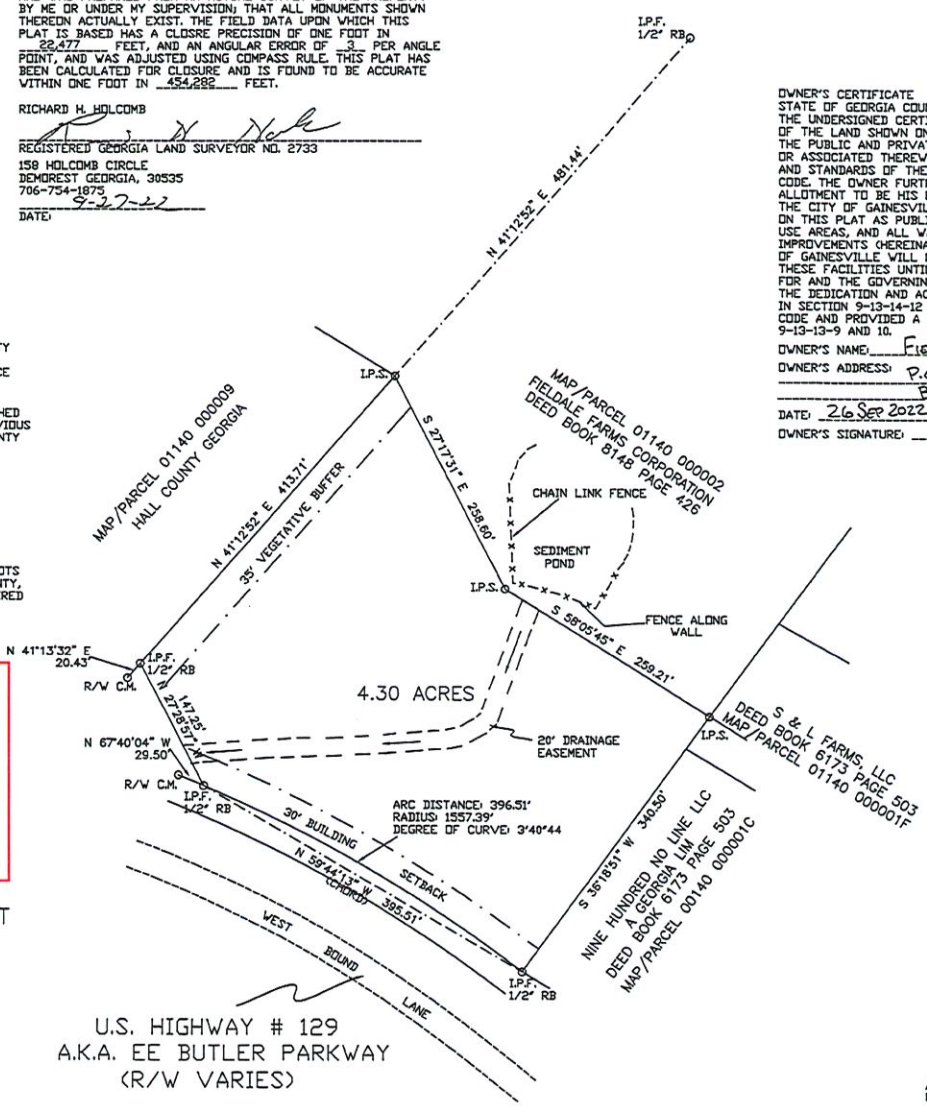
IF PROPERTY IS LOCATED IN THE NORTH OCONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE 17.225.040)

PROPERTY IS NOT IN A FLOOD HAZARD AREA
REFERENCE FEMA FLOOD MAP 13139C0195G
PANEL 195. DATE 09/13/2018.

PROPERTY IS NOT LOCATED IN THE HALL COUNTY FUTURE FLOOD ZONE PER HALL COUNTY GIS.

IF RESIDENTIAL PROPERTY IS SUBDIVIDED INTO SEVEN LOTS OR MORE WITH ALL LOTS ACCESSING EXISTING HALL COUNTY, GEORGIA ROADS, THEN STORMWATER MANAGEMENT IS REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE 8.180.160)

APPROVED FOR RECORDING
GAINESVILLE
COMMUNITY & ECONOMIC DEVELOPMENT
SIGNATURE: Heather Deweese
DATE: 10/5/2022



FIELD WORK COMPLETED: 05/12/2022
INSTRUMENTS USED: NIKON DTM 520
BASIS FOR BEARING SEE: PLAT BOOK 876 PAGE 143

PLAT BOOK 876 PAGE 143

DIVISION OF PARENT TRACT SURVEY FOR: HALL COUNTY GOVERNMENT

LOCATED IN
CITY OF GAINESVILLE
GAINESVILLE (GM 411) DISTRICT
HALL COUNTY, GEORGIA
DATE: 05/12/2022
SCALE: ONE INCH = 100 FEET

0' 100' 200' 300'

GEORGIA REGISTERED NO. 2733 PROFESSIONAL LAND SURVEYOR RICHARD H. HOLCOMB

HOLCOMB SURVEYING
158 HOLCOMB CIR.
DEMOREST, GEORGIA 30535
TELP: 706-754-1875

As required by subsection(d) of O.C.G.A. 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 governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Futhermore the undersigned land surveyor certifies that this plat complies with the minimum standards of property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. section 15-6-67.

RICHARD H. HOLCOMB RGLS # 2733 DATE: 9-22-22

Exhibit "A"
Property Description

All that tract or parcel of land lying and being in the Georgia Militia District #411 of Hall County, Gainesville, Georgia, being shown on a plat titled "Division of Parent Tract Survey for: Hall County Government", prepared by Holcomb Surveying, dated May 12, 2022, recorded in plat book 883, page 366 of Hall County Records and being more particularly described as follows:

COMMENCING at a concrete right of way monument at the northerly right of way of U.S. Highway #129 a.k.a. E.E. Butler Parkway; THENCE leaving said right of way North 41°13'32" East a distance of 20.43' to a 1/2" rebar found being the **POINT OF BEGINNING**;

THENCE along the line common with now or formerly Hall County, North 41°12'52" East a distance of 413.71' to a 1/2" rebar set; THENCE along the line common with now or formerly Fieldale Farms Corporation South 27°17'31" East a distance of 258.60' to a 1/2" rebar set; THENCE South 58°05'45" East a distance of 259.21' to a 1/2" rebar set; THENCE along the line common with now or formerly Nine Hundred No Line, LLC South 36°18'51" West a distance of 340.50' to a 1/2" rebar found at the northerly right of way of U.S. Highway #129 a.k.a. E.E. Butler Parkway; THENCE along said right of way and following a curve to the left with an arc length of 396.51', a radius of 1557.39', and being subtended by a chord bearing of North 59°44'13" West for a distance of 395.51' to a 1/2" rebar found; THENCE North 27°28'57" West a distance of 147.25' to the **POINT OF BEGINNING**;

Said tract having an area 4.30 +/- acres.

WARRANTY DEED

State of Georgia
County of Hall

THIS INDENTURE is made this 8TH day of March, 2024 between

FIELDALE FARMS CORPORATION
(hereinafter referred to as the "Grantor")
("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives, and assigns where the context requires or permits)

and

HALL COUNTY, GEORGIA
(hereinafter referred to as "Grantee")

W I T N E S S E T H

Grantor, has hereby granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey, and confirm unto Grantee the following described property as a charitable donation with the intention that the property donated be used by the Grantee for recreational and community purposes, to wit:

All that tract or parcel of land lying and being in Tax District Gainesville 1/District 04 of GAINESVILLE, HALL COUNTY, GEORGIA and being an approximate 4.3 acre portion of Hall County Tax ID parcel number 01140 000002 as shown on Exhibit "A", which is attached hereto and by reference made a apart hereof.

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

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of all persons whomsoever.

EXECUTED under seal as of the date above.
Signed, sealed, and delivered

In the presence of:

Unofficial Witness

Notary Public
My Commission Expires:
April 12, 2024

LYNNE GRAVES RAMSAUR NOTARY EXPIRES GEORGIA April 12, 2024 PUBLIC HABERSHAM COUNTY

FIELDALE FARMS CORPORATION

Tom Hensley, President
Fieldale Farms Corporation

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THIS BLOCK IS RESERVED FOR
THE CLERK OF SUPERIOR COURT

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RICHARD H. HOLCOMB

REGISTERED GEORGIA LAND SURVEYOR NO. 2733

158 HOLCOMB CIRCLE
DEMOREST GEORGIA, 30535
706-754-1875

9-22-22
DATE:

LEGEND:

I.P.F.	IRON PIN FOUND
I.P.S.	IRON PIN SET (1/2" RB)
RB	REBAR
P/L	PROPERTY LINE
C/L	CENTERLINE
INT.	INTERSECTION
R/W	RIGHT OF WAY
BYLD	BUILDING
—E—	POWER LINE
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OWNER'S ADDRESS: P.O. BOX 558
BALDWIN, GA 30511
DATE: 26 SEP 2022
OWNER'S SIGNATURE: John McWilliams

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PROPERTY IS NOT IN A FLOOD HAZARD AREA
REFERENCE FEMA FLOOD MAP 13139C0195G
PANEL 195. DATE 09/13/2018.

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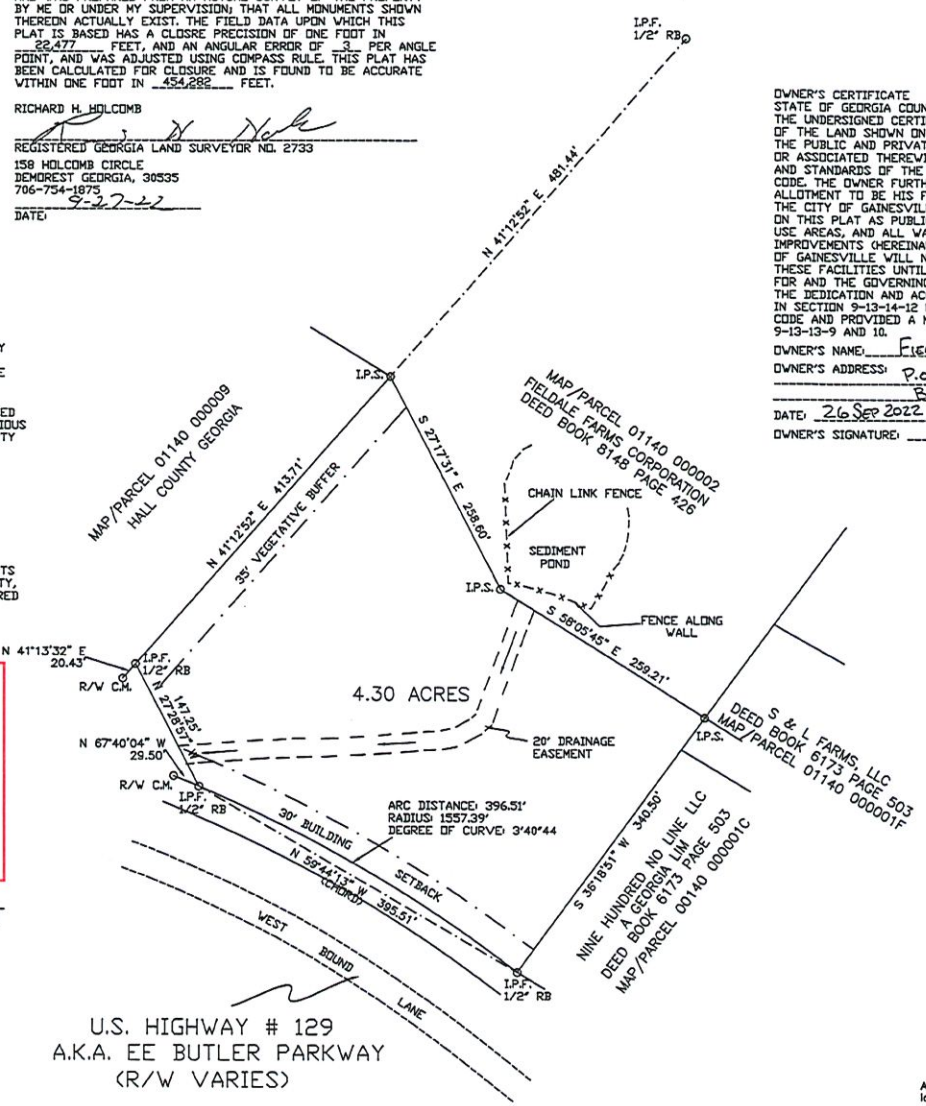
APPROVED FOR RECORDING
GAINESVILLE
COMMUNITY & ECONOMIC DEVELOPMENT
SINGATURE: Heather Deweese
DATE: 10/5/2022



RECORD
N

FIELD WORK COMPLETED: 05/12/2022

INSTRUMENTS USED: NIKON DTM 520

BASIS FOR BEARING SEE: PLAT BOOK 876 PAGE 143

PLAT BOOK 876 PAGE 143

DIVISION OF PARENT TRACT SURVEY FOR: HALL COUNTY GOVERNMENT

LOCATED IN
CITY OF GAINESVILLE
GAINESVILLE (GM 411) DISTRICT
HALL COUNTY, GEORGIA
DATE: 05/12/2022
SCALE: ONE INCH = 100 FEET

GEORGIA REGISTERED NO. 2733 PROFESSIONAL LAND SURVEYOR RICHARD H. HOLCOMB

HOLCOMB SURVEYING
158 HOLCOMB CIR.
DEMOREST, GEORGIA 30535
TELP: 706-754-1875

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RICHARD H. HOLCOMB RGLS # 2733 — DATE: 9-22-22

AGENDA ITEM

Emergency Management

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 105/2024

SUBJECT: Approve the purchase of one (1) new 2024 Ford F-450 Crew Cab Truck with a Flatbed for Emergency Management to Wade Ford of Smyrna, GA, in the amount of $80,535.00.

Meetings:

Work Session Date: 03/11/24 **Voting Meeting Date:** 03/14/24

Executive Summary:

Presenter: ZB

Recommendation:
Approve.

Purpose of Request:
This is for the purchase of one (1) 2024 Ford F-450 Chassis 4x4 SD Crew Cab with a Flatbed for Emergency Management per the attached quote for $80,535.00.

History:

Facts and Issues:

Options:

Wade Ford has a state contract that expires November 30, 2024. The state contract number is 99999-SPD-40199373.

The purchase of the 2024 Ford F-450 Chassis 4x4 SD Crew Cab with a flatbed will be utilized as a logistics vehicle capable of transporting supplies that are palletized or oversized. This vehicle will also be capable of towing a logistics trailer, generators, vehicle barrier, etc.

Emergency Management activities have evolved rapidly over the past few years where additional focus has been placed on providing logistical support to the county and municipalities.

The department does not currently have an efficient method to transport larger items or tow heavier loads. Two (2) additional portable generators are on order with one being a larger generator that will require a larger vehicle to transport. Additional activities in Emergency Management has resulted in the need for a vehicle that can efficiently haul and tow items that are bulky and heavy. Having a vehicle of the nature assigned to Emergency Management would reduce the need to utlitize other departments for these tasks which ultimately takes them away from their normal daily operations.

Funding Requested	$ 80,535.00
Are funds within current budget?	Yes
Source of Funds	Capital Projects Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Purchasing	Budget	Finance
CW	AP	TS	WG

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Financial Supplement
Quote
Ford F-450 Stock Photo
Statewide Contract - Wade Ford

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 105/2024

Funds Requested: $ 80,535.00

Request Budgeted: Yes

Proposed Source of Funding:

Capital Projects Fund

Budget Transfer Requested:

Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	3920-EMA	542200-MOTOR VEHICLES	$80,535.00

Budget Transfer Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	3920-EMA	542500-OTHER EQUIPMENT	$-10,535.00
2024	350-CAPITAL PROJECTS FUND	3920-EMA	542200-MOTOR VEHICLES	$10,535.00

Additional Information/Comments:

Department has agreed to pull some funding from existing projects (logistics trailer and radios) to cover the approximate $10,000 increase over what was approved with the FY2024 Capital Budget for EMA.

Contact for Questions: ZB **Phone:** 470-201-0795

Prepared for:
Hall County
Prepared by: Kyler Gillespie
03/04/2024

Wade Ford | 3860 South Cobb Drive Smyrna Georgia | 300805537

2024 F-450 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W4H)

Price Level: 425

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$59,095.00
Options	$12,000.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,995.00
Subtotal	$73,090.00

Pre-Tax Adjustments

Code	Description	MSRP
GPC	HALL COUNTY 22969R	-$1,000.00
UPFIT	10FT FLATBED NO UNDERBODY TOOLBOX INCLUDES SHIPPING TO BODY COMPANY BACK TO WADE	$8,445.00
Total		$80,535.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
Hall County
Prepared by: Kyler Gillespie
03/04/2024

Wade Ford | 3860 South Cobb Drive Smyrna Georgia | 300805537

2024 F-450 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W4H)

Price Level: 425

As Configured Vehicle

Code	Description	MSRP
W4H	Base Vehicle Price (W4H)	$59,095.00
650A	Order Code 650A *Includes:* *- Transmission: TorqShift 10-Speed Automatic* *10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.* *- GVWR: 16,500 lb Payload Package* *- Tires: 225/70Rx19.5G BSW A/P* *- Wheels: 19.5" x 6" Argent Painted Steel* *Hub covers/center ornaments not included.* *- HD Vinyl 40/20/40 Split Bench Seat* *Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.* *- Radio: AM/FM Stereo w/MP3 Player* *Includes 6 speakers.* *- SYNC 4 Communications & Entertainment System* *Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.*	N/C
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 *Includes Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.* *Includes:* *- Dual 68 AH/65 AGM Battery*	$9,995.00
44G	Transmission: TorqShift 10-Speed Automatic *10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.*	Included
X4N	Limited Slip w/4.10 Axle Ratio	$395.00
STDGV	GVWR: 16,500 lb Payload Package	Included
TGJ	Tires: 225/70Rx19.5G BSW A/P	Included
64Z	Wheels: 19.5" x 6" Argent Painted Steel *Hub covers/center ornaments not included.*	Included
512	Spare Tire & Wheel Required in Rhode Island. *Excludes carrier.* *Includes:* *- 6-Ton Hydraulic Jack*	$350.00
A	HD Vinyl 40/20/40 Split Bench Seat *Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.*	Included

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2024 F-450 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W4H)

Price Level: 425

As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
179WB	179" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player *Includes 6 speakers.* *Includes:* *- SYNC 4 Communications & Entertainment System* *Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.*	Included
96V	XL Chrome Package *Includes:* *- Chrome Front Bumper* *- Bright Grille* *- Power Sliding Rear Glass* *- Rear Window Defroster* *- Remote Start* *- Halogen Fog Lamps*	$225.00
61J	6-Ton Hydraulic Jack	Included
86M	Dual 68 AH/65 AGM Battery	Included
18B	Platform Running Boards	$445.00
872	Rear View Camera & Prep Kit *Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.*	$415.00
76C	Exterior Backup Alarm (Pre-Installed)	$175.00
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. *Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.*	N/C
425	50-State Emissions System	STD
Z1_01	Oxford White	N/C
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C

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2024 F-450 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W4H)

Price Level: 425

As Configured Vehicle (cont'd)

Code	Description	MSRP
SUBTOTAL		$71,095.00
Destination Charge		$1,995.00
TOTAL		$73,090.00

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2024 F-450 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W4H)

Price Level: 425

Warranty

Standard Warranty

Basic Warranty

Basic warranty ..... 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty ..... 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty ..... 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty ..... 60 months/60,000 miles

Additional Warranty

Diesel Engine Warranty

Diesel engine warranty ..... 60 months/100,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

STOCK PHOTO

Vehicle will be Black Agate.

Statewide Contract Information Sheet

Statewide Contract Number	**99999-SPD-40199373**	**NIGP Code**	**See NIGP Tab**
Name of Contract	**Administrative Vehicles, Regular and Alternatively Fueled**		
Effective Date	**11-15-2013**	**Expiration Date**	**11-30-2024**

Contract Table of Contents

Vendors Awarded	**6**	**Contract Information:**	**Mandatory Contract**

Contract Information for Vendor	**Click to Link to Page**
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Supplier Contract Information			
Statewide Contract Number	99999-SPD-ES40199373-009S		
PeopleSoft Vendor Number	0000011786	Location Code	000001
Vendor Name & Address			
Wade Ford, Inc. 3860 S Cobb Dr Smyrna, GA 30080			
Contract Administrator			
Roger Moore Phone: 678-460-3881 Fax: 770-433-2412 Email: rmoore@wade.com			

Contact Details	
Ordering Information	Wade Ford Inc. 3860 S Cobb Drive Smyrna, GA 30080
Remitting Information	Wade Ford Inc. 3860 S Cobb Drive Smyrna, GA 30080
Delivery Days	Orders will be shipped within 120 days after receipt of Purchase Order
Discounts	0%
Payment Terms	Net 30 days
Bid Offer includes	State and Local Governments
Acceptable payment method	Purchase Orders, EFT

Contract Renewals/ Extensions/ Changes

8-1-2014 Contract amended to allow suppliers to sell any option in their inventory at dealer invoice cost or below,plus 1°/o

Contract Renewal #1: 12/01/2014-11/30/2015
Contract Renewal #2: 12/01/2015-11/30/2016
Contract Renewal #3: 12/01/2016-11/30/2017

Extension 1: 12/01/2017 - 11/30/2018
Extension 2: 12/01/2018 - 11/30/2019
Extension 3: 12/01/2019 - 11/30/2020
Extension 4: 12/01/2020 - 11/30/2021
Extension 5: 12/01/2021 - 11/30/2022
Extension 6: 12/01/2022 - 11/30/2023
Extension 7: 12/01/2023 - 11/30/2024

Amendment #10: Contract amended to temporarily modify the vehicle ordering process due to supply chain disruptions. See page below for details of the Request to Use Modified Vehicle Ordering Process.

NIGP CODES:

07104 --- Sedans
07201--- Class 1 Trucks (6,000 lb. GVWR or less. (F-150 F-250)
07202 --- Class II Trucks (6,001-10,000 lb. GVWR (F-350)
07180 --- SUV's, Crossover SUV's
07190 --- Vans, Cargo
07192 --- Vans, Passenger (Regular and Handicapped Equipped)

Detailed Pricing and Order Sheets "My Vehicle"

See Detailed Pricing Sheet (Ordering Instructions)

AWARD: Please refer to the Notice of Award Document.

Request to Utilize Modified Vehicle Ordering Process

Only for Use Administrative Vehicles Statewide Contract #99999-SPD-ES40199373

a. Agency Buyers are required to utilize the mandatory statewide contract to purchase vehicles. Awarded suppliers within each vehicle class/category must be used to purchase the vehicle desired by the Agency.
b. Suppliers in the awarded vehicle class/category have up to ten (10) business days to commit in writing their ability to fulfill orders received by Agency. If the awarded supplier cannot commit to fulfill orders received by the Agency Buyer within the ten (10) business day window, the Agency Buyer must receive written documentation that the order cannot be fulfilled.
c. After the Agency has received documentation from the awarded supplier that the order cannot be fulfilled, the Agency can submit an *Authority To Utilize an Alternative SWC Supplier* request to Contract Management requesting the ability to submit orders to any of the other statewide contract vehicle suppliers who were not in the awarded vehicle class/ category to determine if they have available inventory.
d. The request submitted to Contract Management from the Agency must be in writing and include:
    - Proof that the supplier in the awarded vehicle class/category was contacted and provided an opportunity to respond.
    - Documentation from the awarded supplier indicating it could not fulfill the order.

e. If the request is approved by Contract Management, the Agency must then reach out to all the non-awarded statewide contract vehicle suppliers within the vehicle class/category to determine if they have available inventory to meet Agency needs. The non-awarded vehicle statewide contract suppliers can choose to respond to Agency request and offer to provide a vehicle at either the current awarded SWC price or provide their best available price. Agency will choose the best supplier based on pricing and time of delivery.
f. This process may be utilized by all Authorized Users provided its local laws, rules, and regulations allow.

Please Note: This process change is effective beginning July 11, 2022 and will remain in effect until the State Purchasing Division determines the change is no longer needed.

VEHICLE SPECIFICATIONS

Instructions for Finding Standard Equipment

Instructions for Ford Standard Equipment

1. Click on

http://www.ford.com/

2. Select Vehicle Class
3. Select Vehicle
4. Select " Specs" from menu bar
5. Select "View all"

Instructions for Chevrolet Standard Equipment

1. Click on

http://www.chevrolet.com/

2. Select Vehicle Class (ie. Car, Crossover SUV, SUV etc.)
3. Select Vehicle
4. Click "Learn More"
5. Click " Models & Specs"
6. Click "Standard and Optional Equipment"

Instructions for Kia Standard Equipment

1. Click on

http://www.kia.com/us/en/#/home?series=soul&year=2014

2. Select "Vehicles" → "See all Vehicles"
3. Select Vehicle
4. Click " Features & Specs" in menu bar

Instructions for Mazda Standard Equipment

1. Click on

http://www.mazdausa.com/MusaWeb/displayHomepage.action

2. Select " All Vehicles" from menu bar
3. Select Vehicle class
4. Select "Explore More"
5. Select "Specs" from menu bar

Instructions for Jeep Patriot Standard Equipment

1. Click on http://www.jeep.com/en/
2. Select " Vehicles" from the menu bar
3. Select "2014 Patriot"
4. Select "Specs" from the menu bar

STATE OF GEORGIA GENERAL SPECIFICATIONS
for
AUTOMOBILES, SPORT UTILITY VEHICLES AND LIGHT DUTY TRUCKS

NOTE: Requirements specified herein shall apply to all automobiles and station wagons purchased by the State of Georgia. This specification is not complete without specific requirements in the detail specifications. In the event of conflict between this specification and the detail specifications, the detail specification shall apply.

APPLICABLE DOCUMENTS: Reference to publications in the detail specifications shall apply to those issues in effect on the date of the invitation to bid, unless otherwise specified.

DESIGN: New models in current production, complete with all necessary operating components and accessories customarily furnished, together with such modifications as may be necessary to enable the vehicle to function reliably and efficiently in sustained operation. Design to permit accessibility for maintenance purposes with minimal disturbance of other components or assemblies. The term "heavy duty" as used to describe an item, shall be defined to mean in excess of the usual performance, quantity, quality or capacity that is normally supplied with the standard production item.

COMPONENTS, ASSEMBLIES AND ACCESSORIES: The vehicle shall have all of its components, assemblies and accessories installed and shall be delivered to the State meeting or exceeding all applicable requirements of the Environmental Protection Agency Regulations, Federal Motor Vehicle Safety Standards, Federal Motor Carrier Safety Regulations and Industry Specifications, Standards and Regulation that are in effect on the date of manufacture. NOTE: All Components, assemblies, and accessories shall be Factory Installed unless otherwise noted. All pick up trucks shall have Fleetside type cargo boxes with step type bumpers. Standard size pick up trucks shall have a minimum of forty-nine (49) inches width between cargo box wheel housings. Bumpers may be factory or locally installed. In the event bumpers are locally installed, they shall meet or exceed factory standards, particularly with regard to tongue weight and tow weight.

STANDARD EQUIPMENT: The vehicle shall include all components, assemblies and accessories as offered by the vehicle manufacturer and referred to as "standard equipment or features".

EMISSION CONTROLS: All vehicles must be certified to the low emission vehicle (LEV), ultra-low emission vehicle (ULEV), or zero emission vehicle (ZEV) standards as defined by the United States Environmental Protection Agency in 40 CFR Part 88 Subpart A and qualify as a Clean Fueled Vehicle under Georgia Rules for Clean Fueled Fleets, Chapter 391-3-22.

INTERIOR & EXTERIOR SOUND LEVEL: Vehicles shall comply with Federal Interstate Noise Standards.
COOLING SYSTEMS: Liquid pressurized forced circulation type, consisting of the necessary components of such design and capacity to maintain the engine at optimum safe temperature under all operating conditions without any loss of coolant. Optimum engine temperatures shall be maintained with the vehicle loaded and continuously operating at all driveable altitudes and grades in ambient temperatures ranging from minus 30 to 120 degrees F. Thermostat controlled and suitable for operation with permanent type antifreeze solution. Easily accessible drain outlets shall be provided to allow complete cooling system drainage. Coolant recovery system to be furnished.
WHEELS: Manufacturers recommended size and capacity for the vehicle offered. Rim contours and sizes shall conform to the current recommendations of the Tire and Rim Association, Inc.

TIRES: All tires furnished shall be blackwall, tubeless type, steel belted radial, with standard highway tread design. Capacity to the maximum load imposed by the evenly and fully loaded vehicle. Conform to the Tire and Rim Association, Inc. Spare tire and wheel, factory installed, shall be furnished.

TOOLS: Jack and Lug Wrench, Factory Installed, for each vehicle.

EXHAUST SYSTEM: Manufacturer's heaviest duty system available for engine furnished. Corrosion resistant and securely fastened and routed to protect components from hazards. System shall comply with Federal Motor Vehicle Safety Regulations.

CONTROLS, INSTRUMENTS AND OPERATING MECHANISMS: Located for left hand drive. Complete and conveniently accessible to driver. Instruments and controls clearly identified as to function.

HEATER AND DEFROSTER: Hot water heating systems with fresh air intakes. Discharge outlets to floor and defroster louvers shall be provided. Systems shall be equipped with variable temperature control and multiple speed blowers.

EXTERIOR FINISHES: Standard production colors.

MATERIALS: New and of quality conforming to current engineering and manufacturing practice. No defects and suitable for the intended service.

SERVICE AND REPAIR: The State of Georgia shall expect the manufacturer to have adequate stocks of replacement parts available to service State vehicles and to make delivery within a reasonable time of all normal replacement parts to their dealers who may service State vehicles. The State further expects that warranty service and repairs as well as non warranty service and repairs will be handled without prejudice by local dealerships throughout the United States.

WARRANTY: Vehicles shall be fully warranted against defective materials and workmanship by the manufacturer for the period stated in the "Instructions to Bidders from the date of delivery and acceptance. However, if additional warranty coverage on the whole or any components of the vehicle, in the form of time and/or mileage including any prorata arrangements, is normally extended to commercial customers, the state shall receive corresponding warranty benefits.
RESPONSIBILITY FOR INSPECTION: Unless otherwise specified in the contract or purchase order, the supplier shall be responsible for the performance of all inspection and test requirements necessary to ensure compliance with requirements of this and the applicable detail specifications. This action does not preclude subsequent inspection and testing by the State of Georgia to further determine conformance with specification requirements for performance, quality standards of workmanship, material and construction techniques.

PRE-DELIVERY SERVICING AND ADJUSTMENT: The dealer shall not attach any dealer identification, advertising or similar material to the vehicle. Prior to acceptance by the State inspector, the dealer shall service and adjust each vehicle for operational use, to include as a minimum, the following:

Focusing of lights Tuning of
engine Adjustment of
accessories
Checking of electrical, braking and suspension systems. Charging
of battery
Alignment of front end
Inflation of tires
Balancing of all wheels, including the spare
Complete servicing of engine, chassis and operating mechanisms with recommended grades of lubricants or fluids for the ambient air temperature at the point and time of delivery.
Servicing of cooling system with permanent type antifreeze and summer coolant for minus 20 degrees F. protection.
Servicing of windshield washer reservoir with water and appropriate additives. A minimum of 1/4 tank of fuel.
DOCUMENTS: Each vehicle shall be delivered with complete certification of origin, tag application, warranty, owner's manual and any other necessary credentials.
SPECIAL CONTRACT TERMS AND CONDITIONS

1. CONTRACT PERIOD
The initial contract performance period is from date of award for a period of (2) model years (2009 and 2010). The Department has the option to renew the contract up to two (2) additional consecutive one (1) model year periods under the same terms and conditions with mutual consent from the vendor. Renewals for lease purchase agreements will occur annually and will be subject to appropriations and terms of the attached contract.

2. SPECIFICATIONS AND TECHNICAL SUPPORT

Awarded vendors will provide commercial bumper to bumper warranty for 36 months or 36,000 miles. Commercial power train warranty will be 5 years or 60,000 miles and rust through warranty shall cover 72 months or 100,000 miles. All other commercial warranties will apply.

3. INSURANCE AND BONDING

a. Offeror is required to maintain the following insurance coverage's during the term of the contract:

Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Awarded Offeror(s) qualifies to pay its own workers compensation claims.) In addition, the Offeror shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage's:

Bodily injury by accident--per employee $100,000;
Bodily injury by disease--per employee $100,000; Policy limits $500,000.

Commercial General Liability Policy per occurrence $1,000,000.

Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by the Offeror or Offeror's personnel in the performance of this contract. The Business Automobile Policy shall have a per occurrence limit of $1,000,000.

b. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the State Entity. Certificates of Insurance showing such coverage to be in force shall be filed with the State Entity prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the State Entity, which must have a minimum AM Best rating of A-.All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

4. PRICES

a. Optional Equipment Bidders must provide a price for optional equipment for each vehicle bid. These prices shall be at dealer's cost and will remain firm during the life of the contract. All optional equipment shall be factory installed unless otherwise noted.

b. FOB - Regional Delivery

Bidders must provide a fixed rate for delivery to Facilities and/or State Agencies within each region. Exceptions to this requirement will not be considered and will result in disqualification of bid.

5. ORDERS

a. Within five (5) days after the awarded vendor receives an order from a State Agency and the order has been placed with the manufacturer, the awarded vendor shall by fax or certified letter notify the agency with the date and time along with all other pertinent information confirming that the order has been placed.

b. State invoices will have the purchase order referenced.

6. VEHICLE EQUIPMENT DATA SHEET

This document shall be submitted with bid for every type of vehicle bidding on. Failure to provide information as required will result in rejection of the bid line item.

7. EMISSION CONTROL

Throughout model years of production during the term of this contract, all vehicles provided under this contract must be certified to the low emission vehicle (LEV), ultra-low emission vehicle (ULEV), or super ultra-low emission vehicle (SULEV); not California Phase II gasoline, and zero emission vehicle (ZEV) emission standards as defined by the United States Environmental Protection Agency. For additional information see the attached State of Georgia General Specifications titled Automobiles and Station Wagons.

8. PURCHASE ORDER APPROVALS

Purchase orders and lease agreements for motor vehicles submitted by any state of Georgia Executive branch agency require prior approval by the Department of Administrative Services (DOAS) Office of Fleet Management (OFM) before the purchase order or lease may be accepted by a vendor. Approval is indicated by an "APPROVED" datestamp and signature from DOAS OFM. Vehicle purchases or leases from statewide contracts by county and municipal government agencies, and by the state of Georgia Judicial Branch do not require this approval. Questions concerning validity of purchase orders or lease agreements received without a date-stamp indicating approval should be referred to the DOAS, OFM.

DOAS CONTRACT INFORMATION
Name: Emily Harris
Contract Management Specialist
Phone: 470-668-2663
Email: emily.harris@doas.ga.gov

Procurement HelpDesk
Telephone-: 404-657-6000
Email:procurementhelp@doas.ga.gov

State of Georgia
Statewide Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number
Administrative Vehicles (Regular and Alternatively Fueled)	**99999-SPD00000115**	99999-SPD-ES40199373-009S

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Department of Administrative Services (hereafter called Agency)

Contractor's Name
Wade Ford Inc. (hereafter called Contractor)

2. Contract to Begin:	Date of Completion:	Renewals:
8-14-2015	11/30/2016	2

3. Performance Bond, if any: **N/A** Other Bonds, if any: **None**

4. Authorized Person to Receive Contract Notices for Agency:
Billy Gilbert, 404-657-4277
Associate Category Manager, Goods

Authorized Person to Receive Contract Notices for Contractor:
Jack Eastland 678-385-3452
Government Sales

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: **Statewide Contract for Goods and Ancillary Services**
Attachment 2: **Solicitation (referenced above)**
Attachment 3: **Contractor's Final Response**

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6. **Wade Ford Inc.**
Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*

By *(Authorized Signature)* — Date Signed: **August 11, 2015**

Printed Name and Title of Person Signing
Jack Eastland

3860 South Cobb Drive
Address

Smyrna, Georgia 30080

7. **Agency**

Agency Name
Department of Administrative Services
State Purchasing Division

By *(Authorized Signature)* Billy R. Gilbert — Date Signed: 8/14/2015

Printed Name and Title of Person Signing
BILLY R. GILBERT, ASSOCIATE CATEGORY MANAGER

Address
200 Piedmont Ave S.E.
Ste 1308, West Tower
Atlanta, GA 30334

STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1
Contract Terms and Conditions for Goods and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:

(i) "**Agency**" means the Department of Administrative Services of the State of Georgia.

(ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the goods and services as awarded and may also denote the Contractor providing such goods and services.

(iii) **"Contract"** or **"Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.

(iv) **"Contractor"** means the provider(s) of the goods and services under the Statewide Contract.

(v) **"Purchase Instrument"** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.

(vi) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.

(vii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the goods and/or services that are subject to the Statewide Contract.

(viii) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.

(ix) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

(x) **"User Agency"** or **"User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

2. **Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the goods and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.

3. **Priority of Contract Provisions**. Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.

4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.

3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

C. DESCRIPTION OF GOODS AND SERVICES

1. **Specifications in Bidding Documents.** The Contractor shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response.

2. **Product Shipment and Delivery.** All products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will

remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered.

3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.

4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the goods and services sold pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases.

1.1. Price Adjustments: Awarded Offeror(s) price list must remain firm for model years.2013 and 2014. Price increase requests will be reviewed on an annual basis after the twelfth (12) month at contract renewal. If renewal options are exercised, the below mentioned price increase methodology will be used to determine any price adjustments. Increase(s) will not exceed the average percentage increase as shown for the previous twelve (12) month period for two US Department of Labor Producer Price Index (PPI) series ID Numbers: 336110 Automobile and Light Truck Manufacturing and 441110 New Car Dealers. Temporary data will not be used in the evaluation. In the event the increase request exceeds the increase amount allowed by the PPI, supplier(s) must provide strong justification and invoices from the manufacturer to substantiate. The State must be notified at least sixty (60) days in advance prior to any price change, and the Awarded Offeror(s) must have the State's approval before such change may be implemented. If renewal options are exercised, the above mentioned price increase methodology will be used to determine price adjustments.

2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any goods or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or product as required by the Statewide Contract, the Contractor shall not be entitled to any compensation under the

Statewide Contract until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the User Agencies to incur costs, the User Agencies may deduct the amount of such incurred costs from any amounts payable to Contractor. The User Agencies' authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.

4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:

   (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;

   (ii) The Agency 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;

   (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or

   (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:

   (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;

   (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;

   (iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;

(iv) 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 Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;

(vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or

(vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.

3. **Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:

(i) Immediately terminate the Statewide Contract without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,

(iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.

4. **Termination Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.

5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

(i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or

(ii) The Agency's duties are substantially modified.

6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of

termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

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

   (i) Cease work under the Statewide 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 Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;

   (ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;

   (iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;

   (iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

   (v) Immediately return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:

   (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;

   (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

   (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and

   (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

   The private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.

3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.

4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.

5. **Survives Termination.** The Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:

   (i) Any breach of the Statewide Contract;

   (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;

   (iii) Any failure of goods to comply with applicable specifications, warranties, and certifications under the Statewide Contract;

   (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the goods or any parts thereof provided under the Statewide Contract;

   (v) Claims, demands, or lawsuits that, with respect to the goods or any parts thereof, allege product liability, strict product liability, or any variation thereof;

   (vi) The Contractor's performance or attempted performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;

   (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;

   (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;

(ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

(x) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the software constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

   In case any of the software is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

   (i) Procure for the State the right to continue using the software;

   (ii) Replace or modify the same so that it becomes non-infringing; or

   (iii) Remove the same and cancel any future charges pertaining thereto.

   Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

   (i) Compliance with designs, plans or specifications furnished by or on behalf of the Agency as to the software;

   (ii) Use of the software in combination with apparatus or devices not supplied by Contractor;

(iii) Use of the software in a manner for which the same was neither designed nor contemplated; or

(iv) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form.

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.

2. **Warranty – Nonconforming Goods.** All goods delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.

3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the goods provided under the Statewide Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the

Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.

6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.

7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.

8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.

9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.

10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.

11. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

K. PRODUCT RECALL

In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

   (i) First, by giving preference to the Statewide Contract Terms and Conditions.

   (ii) Second, by giving preference to the specific provisions of the RFX.

   (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.

2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.

3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract.

4. **Drug-free Workplace.** The Contractor hereby certifies as follows:

(i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and

(ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and

(iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

(i) Contractor has made false certification here in above; or

(ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. **Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.

6. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.

7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars ($5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

10. **Use of Third Parties.** Except as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.

11. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.

12. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

13. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.

14. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.

15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.

16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

17. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:

    (i) At the time it is actually received; or,

    (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

    (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

    From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

18. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. **Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.

20. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.

21. **Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:

    (i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and

    (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

22. **Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

23. **Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide 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. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

24. **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 Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

25. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

26. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce goods provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

27. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48

C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

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

29. **Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.

30. **Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

31. **Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.

32. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Statewide Contract.

    No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

33. **Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.

34. **Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

35. **Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.

36. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

    Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

AGENDA ITEM

Financial Services

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 99/2024

SUBJECT: Approve the award of RFQ/P #44-028 Demand Services for On-Call Fencing Installation for various County departments to Batten Enterprises, Inc. (dba Security Fence Company) of Braselton, GA and Blue Ridge Fence, Inc. of Lula, GA. The estimated annual cost to exceed $50,000.00.

Meetings:

Work Session Date: 03/11/24

Voting Meeting Date: 03/14/24

Executive Summary:

Presenter: WG

Recommendation:
Approve.

Purpose of Request:
Approve the award of RFQ/P #44-028 Demand Services for On-Call Fencing Installation for various County departments to Batten Enterprises, Inc. (dba Security Fence Company) of Braselton, GA and Blue Ridge Fence, Inc. of Lula, GA. The estimated annual cost to exceed $50,000.00.

History:

Facts and Issues:
This item is to award Demand Services contracts to Batten Enterprises, Inc DBA Security Fence Company of Braselton, GA and Blue Ridge Fence, Inc of Lula, GA for future task order projects. Staff recommends awarding both companies as a result of RFQ/P #44-028 Demand Services for Demand Services for On-Call Fencing Installation.

This contract will have an initial one (1) year term with four (4) renewal options and is the result of competitive bid RFQ/P #44-028.

The historical spend for FY23 was $29,313.16.

Options:

Funding Requested	$ 0.00
Are funds within current budget?	Yes
Source of Funds	Various
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	Purchasing	Budget
AY	AY	AP	TS
Finance	**Attorney**	**Administration**	**Clerk**
WG	WLI	CR	JR

Attachments:

Bid Tab
Contract - Batten Enterprises Inc DBA Security Fence Company
Contract - Blue Ridge Fence Inc

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 99/2024

Funds Requested: $ 0.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	541400-INFRASTRUCTURE	$0.00

Budget Transfer Items:

Additional Information/Comments:

This is just an estimate of cost based on prior year spend. As projects come on line through the budget process, those project budgets can be established using this pool of vendors for this demand service.

Contact for Questions: AY

Phone: 7705314940

Bid Tab Summary

Maximum available points is 1,000. Below is the average total points for each bidder from highest to lowest.

RFQ/P #44-028

SCORES	**Blue Ridge Fence, Inc**	**Batten Enterprise Inc dba Security Fence Company**
Location	Lula, GA	Braselton, GA
Average Technical Scores	1000	967
Total Scores	**1000**	**967**
Evaluator 1 - Technical Scores	1000	1000
Evaluator 2 - Technical Scores	1000	950
Evaluator 3 - Technical Scores	1000	950
Totals	3000	2900
Averages	1000	967

Bids emailed out	45
Hall County Invitations	10
Bids Received	2
No Bids	0
Non-Responsive Bids	43

Hall County Government
FINANCIAL SERVICES

CONTRACT SIGNATURE REQUEST

Year one (1) of a five (5) year contract

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Date: February 21, 2024

To: Richard Higgins, Chairman, Board of Commissioners

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached Contract for Demand Services On-Call contractor.

Bid/Contract No: # 44-028

Contract Name: Demand Services for On-Call Fencing Installation Services – Rebid

Department(s) Requesting Contract: Purchasing

Vendor Name: Batten Enterprises, Inc DBA Security Fence Company

Date of BOC Vote: 3/14/2024

☐ Price Increase Requested	Percentage Increase: n/a
☒ Demand Service Contract	Previous Spend: n/a
☐ Commodity Contract	Requested Amount: n/a
☐ Service Contract	

Comments:

This is for Demand Services for temporary and permanent fencing on County-owned and maintained properties, on an as-needed basis.

PRICE INCREASE DETAILS

Bid/Contract No: 44-028

Bid/Contract Name: Demand Services for On-Call Fencing Installation Services – Rebid

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES
STATE OF GEORGIA **CONTRACT #44-028**
COUNTY OF HALL

For the provision of

Demand Services On-Call Fencing Installation – Rebid

ARTICLE #101 – INTRODUCTION
This Contract for Demand Services On-Call Fencing Installation – Rebid (hereinafter "Services") as entered into on _____, and with an Effective Date of _____, is by and between; **Hall County, Georgia** (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Batten Enterprise Inc (Hereinafter "Contractor"), located at 5454 Woodrun Ct. Braselton Ga, 30517 _____. 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 "Parties".

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

Whereas, this Contract is the result of the competitively bid RFQ # 44-028, and contains the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the terms, conditions, mutual promises, covenants and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT
A. Contractor agrees to provide the services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the RFQ #44-028 and the Bid Response.

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

C. **Price Escalation Clause** – Reserved

ARTICLE #103 – NOTICES

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

COUNTY PROJECT MANAGER
TBD

COUNTY ISSUING OFFICER
Andrew Youngblood
Purchasing Supervisor
Hall County Finance Dept.
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org
Ph: (770) 531-4940

CONTRACTOR'S CONTACT INFO
Name Cody Batten
Title CEO
Company Name Batten Enterprise Inc
Address 1 5454 Woodrun Ct.
City, State, ZIP Braselton Ga 30517
Email info@securityfenceqa.com
Phone 770-532-5785

REMIT-TO ADDRESS (if different)

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

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

ARTICLE #105 – CONTRACT TERM

Until substantial and final completion of services.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE

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

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages,

equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

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

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

B. **Obligations beyond Contract Term**. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

C. **Transition Cooperation with the County and Cooperation with other Contractors**. Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 – TERMINATION

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to *ARTICLE # 105 – CONTRACT TERM* above, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

A. **Termination for Convenience**. Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
   1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
   2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
   3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
   4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
   5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
   6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or, a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE # 108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either party causes one or more of the default events set out in this *ARTICLE*, 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 non-compliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
   1. Immediately terminate the Contract for default without additional written notice.
   2. In the event of a breach by the Contractor, the County may procure substitute services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
   3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
   1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 – PERFORMANCE AND PAYMENT BOND REQUIREMENT.

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by 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 (SUBCONTRACTORS)

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

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, 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.

The County shall not be bound to 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 shall (i) 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 WORK* prior to subcontractor's performance of work.

ARTICLE # 118 – INSURANCE REQUIREMENTS

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

a. $1,000,000 per Occurrence

Additional Provisions:

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

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

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 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 for Task Orders shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement.

C. Cost may be prorated for services added or removed under this Contract to align cost with the remaining term of Contract.

D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 – COUNTY PAYMENT TO CONTRACTOR:

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

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

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

B. Invoice/Payment
   1. Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE # 102 – CONTRACT.*
   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 – NOTICES* 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 pursuant to *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 (if required) funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 – NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

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

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any subcontractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE

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

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 any following Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the RFP documents and the Bid Response, are herein incorporated into this contract by reference.

- EXHIBIT A – Bid Response Sheet
- EXHIBIT B – Contract for Services
- EXHIBIT C – Reserved (N/A)
- EXHIBIT D – W-9 Form
- EXHIBIT E – E-Verify Affidavit
- EXHIBIT F – Ethics Affidavit
- EXHIBIT G – Scored Questions

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. Hall County, Georgia, herein referred to as "The County", retains the right to "red-line" sections of the supplier's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services serves as the supplier's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer, or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as "Supplier" for goods and "Contractor" for services.
7. Furthermore, the terms goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as "Goods" and shall mean one-and-the-same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days (N30).
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The supplier shall only deliver goods and services as described on the PO and within the scope of work and the supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the scope of work or specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.

15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable, and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to a PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any and all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by the County is considered County property and shall be delivered to the County upon request.
32. Invoices submitted to the County shall reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.

37. Goods are Free On Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

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

COMPANY'S FULL LEGAL NAME

Batten Enterprise Inc DBA Security Fence

By: Angela Batten

Print Name: Angela Batten

Title: Secretary

Date: 2-1-2024

HALL COUNTY, GEORGIA

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

Attestment:

_____
County Clerk

Sworn to and subscribed before me this

1st Day of February, 2024

Notary Public: Tina W. Jones

Notary commission expires: 12.5.2026

[Locus Sigilli – Seal or Stamp]

TINA W JONES NOTARY PUBLIC Exp. December 5, 2026 HALL COUNTY, GA

Approved as to Form

~~William J. Linkous III~~, County Attorney
Nathaniel R Anderson

Hall County Government
FINANCIAL SERVICES

CONTRACT SIGNATURE REQUEST

Year one (1) of a five (5) year contract

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Date: February 21, 2024

To: Richard Higgins, Chairman, Board of Commissioners

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached Contract for Demand Services On-Call contractor.

Bid/Contract No: # 44-028

Contract Name: Demand Services for On-Call Fencing Installation Services – Rebid

Department(s) Requesting Contract: Purchasing

Vendor Name: Blue Ridge Fence, Inc

Date of BOC Vote: 3/14/2024

☐ Price Increase Requested	Percentage Increase: n/a
☒ Demand Service Contract	Previous Spend: n/a
☐ Commodity Contract	Requested Amount: n/a
☐ Service Contract	

Comments:

This is for Demand Services for temporary and permanent fencing on County-owned and maintained properties, on an as-needed basis.

PRICE INCREASE DETAILS

Bid/Contract No: 44-028

Bid/Contract Name: Demand Services for On-Call Fencing Installation Services – Rebid

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government

FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA **CONTRACT #44-028**
COUNTY OF HALL

For the provision of

Demand Services On-Call Fencing Installation – Rebid

ARTICLE #101 – INTRODUCTION

This Contract for Demand Services On-Call Fencing Installation – Rebid (hereinafter "Services") as entered into on _____, and with an Effective Date of _____, is by and between; **Hall County, Georgia** (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Blue Ridge Fence, Inc (Hereinafter "Contractor"), located at 781 Silver Shoals Rd, Lula, GA 30554. 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 "Parties".

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

Whereas, this Contract is the result of the competitively bid RFQ # 44-028, and contains the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the terms, conditions, mutual promises, covenants and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

A. Contractor agrees to provide the services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the RFQ #44-028 and the Bid Response.

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

C. **Price Escalation Clause** – Reserved

ARTICLE #103 – NOTICES

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

COUNTY PROJECT MANAGER
TBD

COUNTY ISSUING OFFICER
Andrew Youngblood
Purchasing Supervisor
Hall County Finance Dept.
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org
Ph: (770) 531-4940

CONTRACTOR'S CONTACT INFO
Name Teresa Segars
Title Secretary
Company Name Blue Ridge Fence, Inc.
Address 1 781 Silver Shoals Rd
City, State, ZIP Lula, Ga. 30554
Email teresa@blueridgefence.com
Phone 706-677-3719

REMIT-TO ADDRESS (if different)

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

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

ARTICLE #105 – CONTRACT TERM

Until substantial and final completion of services.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE

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

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages,

equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

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

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

B. **Obligations beyond Contract Term**. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

C. **Transition Cooperation with the County and Cooperation with other Contractors**. Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 – TERMINATION

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to *ARTICLE # 105 – CONTRACT TERM* above, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

A. **Termination for Convenience**. Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause**. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
   1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
   2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
   3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
   4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
   5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
   6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or, a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE # 108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default**. If either party causes one or more of the default events set out in this *ARTICLE*, 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 non-compliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
   1. Immediately terminate the Contract for default without additional written notice.
   2. In the event of a breach by the Contractor, the County may procure substitute services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
   3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
   1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 – PERFORMANCE AND PAYMENT BOND REQUIREMENT.

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by 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 (SUBCONTRACTORS)

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

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, 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.

The County shall not be bound to 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 shall (i) 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 WORK* prior to subcontractor's performance of work.

ARTICLE # 118 – INSURANCE REQUIREMENTS

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

a. $1,000,000 per Occurrence

Additional Provisions:

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

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

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 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 for Task Orders shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement.

C. Cost may be prorated for services added or removed under this Contract to align cost with the remaining term of Contract.

D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 – COUNTY PAYMENT TO CONTRACTOR:

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

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

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

B. Invoice/Payment
   1. Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE # 102 – CONTRACT.*
   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 – NOTICES* 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 pursuant to *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 (if required) funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 – NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

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

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any subcontractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE

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

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 any following Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the RFP documents and the Bid Response, are herein incorporated into this contract by reference.

- EXHIBIT A – Bid Response Sheet
- EXHIBIT B – Contract for Services
- EXHIBIT C – Reserved (N/A)
- EXHIBIT D – W-9 Form
- EXHIBIT E – E-Verify Affidavit
- EXHIBIT F – Ethics Affidavit
- EXHIBIT G – Scored Questions

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. Hall County, Georgia, herein referred to as "The County", retains the right to "red-line" sections of the supplier's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services serves as the supplier's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer, or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as "Supplier" for goods and "Contractor" for services.
7. Furthermore, the terms goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as "Goods" and shall mean one-and-the-same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days (N30).
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The supplier shall only deliver goods and services as described on the PO and within the scope of work and the supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the scope of work or specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.

15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable, and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to a PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any and all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by the County is considered County property and shall be delivered to the County upon request.
32. Invoices submitted to the County shall reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.

37. Goods are Free On Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

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

COMPANY'S FULL LEGAL NAME

Blue Ridge Fence, Inc.

By: _____

Print Name: Teresa Segars

Title: Secretary

Date: 02-08-2024

Sworn to and subscribed before me this

8 Day of February, 2024

Notary Public: _____

Notary commission expires: _____

[Locus Sigilli – Seal or Stamp]

KEITH SEGARS NOTARY PUBLIC Banks County STATE OF GEORGIA My Comm. Expires Oct. 13, 2024

HALL COUNTY, GEORGIA

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

Attestment:

_____
County Clerk

Approved as to Form

_____
~~William J. Linkous III~~, County Attorney
Nathaniel R Anderson

AGENDA ITEM

Financial Services

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 50/2024

SUBJECT: Approve the award of RFQ #44-021 Demand Services for General Contractor Services for Hall County Projects for various County departments to Chattahoochee Group, Inc. of Clermont, GA, BM&K Construction, Inc. of Braselton, GA, Scroggs & Grizzel Contracting, Inc. of Clermont, GA, and Hogan Construction Group, LLC of Norcross, GA. The estimated annual cost is $5,700,000.00.

Meetings:

Work Session Date: 03/11/24

Voting Meeting Date: 03/14/24

Executive Summary:

Presenter: WG

Recommendation:
Approve.

Purpose of Request:
Approve the award of RFQ #44-021 Demand Services for General Contractor Services for Hall County Projects for various County departments to Chattahoochee Group, Inc. of Clermont, GA, BM&K Construction, Inc. of Braselton, GA, Scroggs & Grizzel Contracting, Inc. of Clermont, GA, and Hogan Construction Group, LLC of Norcross, GA. The estimated annual cost is $5,700,000.00.

History:

The previous contract, #39-001 for On- Call General Contractors, has reached the end of its contract term.

Facts and Issues:

Options:

This is an on-demand pool of professional and qualified General Contractor vendors to assist Hall County with new construction, remodel and renovation projects.

This contract will have an initial one (1) year term with four (4) renewal options and is the result of competitive bid RFQ #44-021.

All contractors are in good standing with the County.

Funding Requested	$ 5,700,000.00
Are funds within current budget?	Yes
Source of Funds	Various
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	Purchasing	Budget	Finance
TS	AP	TS	WG

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Financial Supplement
Bid Tab
Signature Request & Contract - BM&K Construction
Signature Request & Contract - Scroggs & Grizzel
Signature Request & Contract - Hogan Construction
Signature Request & Contract - Chattahoochee Group

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 50/2024

Funds Requested: $ 5,700,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	TBD	TBD	522201-REMODEL/RENOVATIONS	$0.00
2024	TBD	TBD	541300-BUILDING AND IMPROVEMENTS	$0.00

Budget Transfer Items:

Additional Information/Comments:

There is not an estimated cost associated with this contract renewal as these project budgets will be established as projects are approved to begin through the annual budget process. This contract renewal will establish the vendors that can be used through this demand service.

Contact for Questions: WG

Phone: 770-718-5724

44-021, Demand Services for General Contractor Services for Hall Co Projects SCORES	**Scroggs & Grizzel**	**Multiplex, LLC**	**Chattahoochee Group**	**C & W Contracting**	**Griffin Bros.**	**ER Snell**	**Hogan Construction Group**	**BM & K Construction**
	Clermont, GA	**Duluth, GA**	**Clermont, GA**	**Marietta, GA**	**Maysville, GA**	**Snellville, GA**	**Norcross, GA**	**Braselton, GA**
Average Technical Scores	88	75	82	92	65	73	99	83
Evaluator 1 - Technical Scores	85	67.5	75	87.5	70	62.5	100	82.5
Evaluator 2 - Technical Scores	100	85	87.5	92.5	60	77.5	100	85
Evaluator 3 - Technical Scores	77.5	72.5	82.5	95	65	77.5	97.5	82.5
Totals	262.5	225	245	275	195	217.5	297.5	250
Averages	88	75	82	92	65	73	99	83

BIDS SENT: 52 HALL: 8
BIDS RECEIVED: 8 (3- NO BIDS) HALL: 2

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wes Geddings

Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 03/04/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

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

Bid/Contract No: 44-021

Bid/Contract Name: Demand Services for General Contractor Services for Hall County Projects

Department(s) Requesting Contract: Various

Award Recipient Name: BM & K Construction, Inc.

Date of BOC Approval:

Contract Description: To generate a pool of qualified on -call contractors specializing in general construction services.

☒ Annual Contract ☐ New ☐ Renewal

Prior Year's Spend: $1,590,360.00

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract Awarded Amount: $OPEN

☐ Product Contract Awarded Amount: $0

Comments: Year one (1) of a five (5) year contract.

CONTRACT EXECUTION SIGNATURE REQUEST
PRICE INCREASE DETAILS

Bid/Contract No: 44-021

Bid/Contract Name: Demand Services for General Contractor Services for Hall County Projects

This is a convenience contract that is open to use by all Hall County Departments. The previous contract, #39-001 for On- Call General Contractors, has reached the end of its contract term. This contract will have an initial one (1) year term with four (4) renewal options and is the result of competitive bid RFQ #44-021. All work will be requested by task orders.

This vendor is in good standing with the County.

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 44-021

For the provision of

Demand Services for General Contractor Services for Hall County Projects

ARTICLE #101 - INTRODUCTION

This Contract for Demand Services for General Contractor Services for Hall County Projects (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 BM&K Construction, Inc. (Hereinafter "Contractor"), located at 6700 Hwy 53, Braselton, GA 30517. 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 # **44-021**, 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. 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
(770) 531-6823

COUNTY ISSUING OFFICER
Julie Dorough
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFO
Donald Clerici, PE
President
BM&K Construction, Inc.
6700 Hwy 53
Braselton, GA 30517
don@bmandkinc.com
706-471-0168

REMIT-TO ADDRESS (if different).
P. O. Box 878
Braselton, GA 30517

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

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

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

   Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, acts of war,

civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

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

B. **Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

C. **Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

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

A. **Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.

3. The Contractor fails to make substantial and timely progress toward performance of the Contract.

4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.

6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,

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

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

E. **Termination due to Failure of Contractor to Act.**
The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.

3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.

4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

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

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

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.

2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.

3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and

5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

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

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.

B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

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

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

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

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

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

ARTICLE # 118– INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

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

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

Umbrella Liability Insurance: Required for all contracts
a. $1,000,000 per Occurrence

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

Cyber Insurance (Not applicable): Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.
a. $1,000,000 Each Claim/Wrongful Act
b. $2,000,000 Annual Aggregate
c. $1,000,000 Business Interruption
d. $1,000,000 Data Recovery
e. $500,000 Cyber Extortion Expenses
f. $50,000 Cyber Extortion/Ransom Payments

Additional Provisions: (Not applicable): Coverage shall include at a minimum:
a. Information Security & Privacy Liability
b. Regulatory Fines and Penalties
c. Payment Card Industry (PCI) – if credit cards and/or banking information is obtained or accessed
d. Ransomware

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.
a. $1,000,000 Each Claim/Wrongful Act

b. $2,000,000 General Aggregate

Builders Risk: (If Applicable) Recommended for most new construction projects

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

ARTICLE # 119 – NO WAIVER:

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."

B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in each subsequent Task Order bids, the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.

C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.

D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

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

B. **Invoice/Payment.**

1. Contractor shall invoice the County via email solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute

acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102.*

2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

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

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

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

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

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

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

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

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

ARTICLE #124 – RETAINAGE

Hall County may hold up to five-percent (5%) retainage throughout each project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

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

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal

immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131– VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.

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

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

Print Company's Full Legal Name Below:

BM&K CONSTRUCTION, INC.

By: _____
Donald Clerici, PE
President

Sworn to and subscribed before me this

16th Day of January, 2024

Notary Public: _____

Notary commission expires: May 23, 2026

[Locus Sigilli – Seal / Stamp]

SHARON L ANDERSON
NOTARY PUBLIC
COMMISSION EXPIRES
MAY 23, 2026
JACKSON COUNTY, GEORGIA

HALL COUNTY, GEORGIA

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

Date: _____

Attestment: _____
County Clerk

Approved as to Form

~~William J. Linkous III~~, County Attorney
Nathaniel R. Anderson

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wes Geddings

Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 03/04/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

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

Bid/Contract No: 44-021

Bid/Contract Name: Demand Services for General Contractor Services for Hall County Projects

Department(s) Requesting Contract: Various

Award Recipient Name: Scroggs & Grizzel, Inc.

Date of BOC Approval:

Contract Description: To generate a pool of qualified on -call contractors specializing in general construction services.

☒ Annual Contract ☐ New ☐ Renewal

Prior Year's Spend: $1,590,360.00

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract Awarded Amount: $OPEN

☐ Product Contract Awarded Amount: $0

Comments: Year one (1) of a five (5) year contract.

CONTRACT EXECUTION SIGNATURE REQUEST
PRICE INCREASE DETAILS

Bid/Contract No: 44-021

Bid/Contract Name: Demand Services for General Contractor Services for Hall County Projects

This is a convenience contract that is open to use by all Hall County Departments. The previous contract, #39-001 for On- Call General Contractors, has reached the end of its contract term. This contract will have an initial one (1) year term with four (4) renewal options and is the result of competitive bid RFQ #44-021. All work will be requested by task orders.

This vendor is in good standing with the County.

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 44-021

For the provision of

Demand Services for General Contractor Services for Hall County Projects

ARTICLE #101 - INTRODUCTION

This Contract for Demand Services for General Contractor Services for Hall County Projects (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 Scroggs & Grizzel Contracting, Inc.(Hereinafter "Contractor"), located at PO BOX 706 / 6415 Cleveland Hwy., Clermont, GA. 30527. 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 # **44-021**, 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. 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
(770) 531-6823

COUNTY ISSUING OFFICER
Julie Dorough
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFO
Mike Grizzel
President
Scroggs & Grizzel Contracting, Inc.
PO Box 706 / 6415 Cleveland Hwy.
Clermont, GA. 30527
mgrizzel@hotmail.com
770-532-5000

REMIT-TO ADDRESS (if different).

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

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

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

   Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, acts of war,

civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

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

B. **Obligations beyond Contract Term**. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

C. **Transition Cooperation with the County and Cooperation with other Contractors**. Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

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

A. **Termination for Convenience**. Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause**. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.

3. The Contractor fails to make substantial and timely progress toward performance of the Contract.

4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.

6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default**. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

   1. Immediately terminate the Contract for default without additional written notice.

   2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,

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

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

E. **Termination due to Failure of Contractor to Act.**
The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.

3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.

4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

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

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

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.

2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.

3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and

5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

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

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

A. **Public Records Request**. The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.

B. **Record Retention and Access**. The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

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

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or

toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.

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

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

ARTICLE # 118– INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

a. $1,000,000 Combined Single Limit OR
b. $500,000 per Person
c. $500,000 per Occurrence

d. $100,000 Property Damage
e. $1,000 for Medical Payments (no fault coverage)

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

Umbrella Liability Insurance: Required for all contracts
a. $1,000,000 per Occurrence

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

Cyber Insurance (Not applicable): Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.
a. $1,000,000 Each Claim/Wrongful Act
b. $2,000,000 Annual Aggregate
c. $1,000,000 Business Interruption
d. $1,000,000 Data Recovery
e. $500,000 Cyber Extortion Expenses
f. $50,000 Cyber Extortion/Ransom Payments

Additional Provisions: (Not applicable): Coverage shall include at a minimum:
a. Information Security & Privacy Liability
b. Regulatory Fines and Penalties
c. Payment Card Industry (PCI) – if credit cards and/or banking information is obtained or accessed
d. Ransomware

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.
a. $1,000,000 Each Claim/Wrongful Act
b. $2,000,000 General Aggregate

Builders Risk: (If Applicable) Recommended for most new construction projects

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

ARTICLE # 119 – NO WAIVER:

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."

B. **Solicitation**. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in each subsequent Task Order bids, the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.

C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.

D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

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

B. **Invoice/Payment.**

1. Contractor shall invoice the County via email solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102.*
2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract

number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.

3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

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

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

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

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

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

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

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

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

ARTICLE #124 – RETAINAGE

Hall County may hold up to five-percent (5%) retainage throughout each project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

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

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

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131– VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

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

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

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

Print Company's Full Legal Name Below:

Scroggs & Grizzel Contracting, Inc.

By: _____

Print Name: Mike Grizzel

Title: President

Sworn to and subscribed before me this

14 Day of December, 2023

Notary Public: _____

Notary commission expires: 4/25/2024

[Locus Sigilli – Seal or Stamp]

HALL COUNTY, GEORGIA

By. _____

Richard Higgins, Chairman

Hall County Board of Commissioners

Date: _____

Attestment: _____

County Clerk

Approved as to Form

_____

~~William J. Linkous III~~, County Attorney

Nathaniel R. Anderson

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wes Geddings

Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 03/04/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

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

Bid/Contract No: 44-021

Bid/Contract Name: Demand Services for General Contractor Services for Hall County Projects

Department(s) Requesting Contract: Various

Award Recipient Name: Hogan Construction Group, LLC.

Date of BOC Approval:

Contract Description: To generate a pool of qualified on -call contractors specializing in general construction services.

☒ Annual Contract ☐ New ☐ Renewal

Prior Year's Spend: $1,590,360.00

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract Awarded Amount: $OPEN

☐ Product Contract Awarded Amount: $0

Comments: Year one (1) of a five (5) year contract.

CONTRACT EXECUTION SIGNATURE REQUEST
PRICE INCREASE DETAILS

Bid/Contract No: 44-021

Bid/Contract Name: Demand Services for General Contractor Services for Hall County Projects

This is a convenience contract that is open to use by all Hall County Departments. The previous contract, #39-001 for On-Call General Contractors, has reached the end of its contract term. The contract will have an initial one (1) year term with four (4) renewal options and is the result of competitive bid RFQ #44-021. All work will be requested by task orders.

The vendor is in good standing with the County.

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 44-021

For the provision of

Demand Services for General Contractor Services for Hall County Projects

ARTICLE #101 - INTRODUCTION

This Contract for Demand Services for General Contractor Services for Hall County Projects (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 Hogan Construction Group, LLC_____(Hereinafter "Contractor"), located at 5075 Avalon Ridge Parkway, Norcross, GA, 30071. 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 # **44-021**, 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. 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
(770) 531-6823

COUNTY ISSUING OFFICER
Julie Dorough
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFO
Name Adam Killen
Title Vice President
Company Name Hogan Construction Group, LLC
Address 1 5075 Avalon Ridge Parkway
Address 2 Norcross, GA 30071
Email akillen@hoganconstructiongroup.com
Phone 770-242-8588

REMIT-TO ADDRESS (if different).

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

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

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

   Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, acts of war,

civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

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

B. **Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

C. **Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

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

A. **Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.

3. The Contractor fails to make substantial and timely progress toward performance of the Contract.

4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.

6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,

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

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

E. **Termination due to Failure of Contractor to Act.**
The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.

3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.

4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

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

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

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.

2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.

3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and

5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

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

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.

B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

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

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or

toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.

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

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

ARTICLE # 118– INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

a. $1,000,000 Combined Single Limit OR
b. $500,000 per Person
c. $500,000 per Occurrence

d. $100,000 Property Damage
e. $1,000 for Medical Payments (no fault coverage)

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

Umbrella Liability Insurance: Required for all contracts
a. $1,000,000 per Occurrence

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

Cyber Insurance (Not applicable): Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.
a. $1,000,000 Each Claim/Wrongful Act
b. $2,000,000 Annual Aggregate
c. $1,000,000 Business Interruption
d. $1,000,000 Data Recovery
e. $500,000 Cyber Extortion Expenses
f. $50,000 Cyber Extortion/Ransom Payments

Additional Provisions: (Not applicable): Coverage shall include at a minimum:
a. Information Security & Privacy Liability
b. Regulatory Fines and Penalties
c. Payment Card Industry (PCI) – if credit cards and/or banking information is obtained or accessed
d. Ransomware

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.
a. $1,000,000 Each Claim/Wrongful Act
b. $2,000,000 General Aggregate

Builders Risk: (If Applicable) Recommended for most new construction projects

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

ARTICLE # 119 – NO WAIVER:

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."

B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in each subsequent Task Order bids, the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.

C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.

D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

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

B. **Invoice/Payment.**

1. Contractor shall invoice the County via email solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102.*
2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract

number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.

3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

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

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

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

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

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

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

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

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

ARTICLE #124 – RETAINAGE

Hall County may hold up to five-percent (5%) retainage throughout each project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

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

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

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131– VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

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

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

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

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 44-021

CONTRACT ADMENDMENT #001

This Amendment, by and between Hall County Georgia, of Gainesville, Georgia and Hogan Construction Group, LLC., principally located at 5075 Avalon Ridge Parkway, Norcross, GA 30071 for General Contractor Demand On-Call Services for Hall County Projects is defined below and shall be effective as of the date this Amendment is fully executed by both parties.

WHEREAS, the current Agreement term is in effect from:
February 1, 2024 to June 30, 2025.

WHEREAS, the parties do desire to modify the Contract # 44-021 to add additional locations noted below to the original contract and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. To modify the original language for Contract #44-021, Article #108-TERMINATION, H, Liquidated Damages to the following:

Liquidated Damages – In the event that the Contractor unreasonably delays completion of a project stemming from this agreement, or the contractor abandons a project stemming from this agreement prior to completion, the Contractor shall pay to the County liquidated damages commensurate to the Schedule of Deductions shown below:

Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and including	Available Day	Calendar Day or Completion Date
$ -	$ 49,999.00	$ 250.00	$ 175.00
$ 50,000.00	$ 99,999.00	$ 350.00	$ 245.00
$ 100,000.00	$ 499,999.00	$ 450.00	$ 315.00
$ 500,000.00	$ 999,999.00	$ 500.00	$ 350.00
$ 1,000,000.00	$ 2,000,000.00	$ 600.00	$ 420.00

2. To modify the language for Contract #44-021, Article #133, HOLD HARMLESS AGREEMENT, to the following:

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 resulting from negligent acts of Hogan Construction Group, it's employees, or agents. Except in cases resulting from the sole negligence of Hall County or the sole negligence of a third party this shall include attorney fees, stemming from any liability imposed by law upon the County, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

SUCCESSORS AND ASSIGNS. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and conditions and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

[Signature Page Follows]

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

Hogan Construction Group, LLC

By: _____
Print Name: Paul Hogan
Title: President

Sworn to and subscribed before me this

16 Day of February, 2024

Notary Public: Robyn Griffith

Notary commission expires: 11-30-27

[Locus Sigilli – Seal or Stamp]

ROBYN GRIFFITH
NOTARY PUBLIC
COMMISSION EXPIRES
NOVEMBER 30, 2027
GWINNETT, GEORGIA

HALL COUNTY, GEORGIA

By. _____
Richard Higgins, Chairman
Board of Commissioners

Date: _____

Attestment: _____
County Clerk

Approved as to Form

_____
~~William J. Linkous III~~, County Attorney or designee
Nathaniel R. Anderson

Hall County Government
FINANCIAL SERVICES

HALL COUNTY
GEORGIA

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wes Geddings

Date: 03/04/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

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

Bid/Contract No: 44-021

Bid/Contract Name: Demand Services for General Contractor Services for Hall County Projects

Department(s) Requesting Contract: Various

Award Recipient Name: Chattahoochee Group, Inc, Inc.

Date of BOC Approval:

Contract Description: To generate a pool of qualified on -call contractors specializing in general construction services.

☒ Annual Contract ☐ New ☐ Renewal

Prior Year's Spend: $1,590,360.00

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract Awarded Amount: $OPEN

☐ Product Contract Awarded Amount: $0

Comments: Year one (1) of a five (5) year contract.

CONTRACT EXECUTION SIGNATURE REQUEST
PRICE INCREASE DETAILS

Bid/Contract No: 44-021

Bid/Contract Name: Demand Services for General Contractor Services for Hall County Projects

This is a convenience contract that is open to use by all Hall County Departments. The previous contract, #39-001 for On- Call General Contractors, has reached the end of its contract term. This contract will have an initial one (1) year term with four (4) renewal options and is the result of competitive bid RFQ #44-021. All work will be requested by task orders.

This vendor is in good standing with the County.

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 44-021

For the provision of

Demand Services for General Contractor Services for Hall County Projects

ARTICLE #101 - INTRODUCTION

This Contract for Demand Services for General Contractor Services for Hall County Projects (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 Chattahoochee Group, Inc. (Hereinafter "Contractor"), located at PO BOX 172 / 220 Carter St., Clermont, GA. 30527. 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 # **44-021**, 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. 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
(770) 531-6823

COUNTY ISSUING OFFICER
Julie Dorough
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFO
Megan Thomas
CFO
Chattahoochee Group, Inc.
PO Box 172 / 220 Carter St.
Clermont, GA. 30527
MThomas@chatgroupinc.com
770-983-7004

REMIT-TO ADDRESS (if different).

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

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

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

   Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, acts of war,

civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

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

B. **Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

C. **Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

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

A. **Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.

3. The Contractor fails to make substantial and timely progress toward performance of the Contract.

4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.

6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,

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

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

E. **Termination due to Failure of Contractor to Act.**
The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.

3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.

4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

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

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

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.

2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.

3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and

5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

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

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.

B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

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

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

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

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

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

ARTICLE # 118– INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

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

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

Umbrella Liability Insurance: Required for all contracts
a. $1,000,000 per Occurrence

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

Cyber Insurance (Not applicable): Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.
a. $1,000,000 Each Claim/Wrongful Act
b. $2,000,000 Annual Aggregate
c. $1,000,000 Business Interruption
d. $1,000,000 Data Recovery
e. $500,000 Cyber Extortion Expenses
f. $50,000 Cyber Extortion/Ransom Payments

Additional Provisions: (Not applicable): Coverage shall include at a minimum:
a. Information Security & Privacy Liability
b. Regulatory Fines and Penalties
c. Payment Card Industry (PCI) – if credit cards and/or banking information is obtained or accessed
d. Ransomware

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.
a. $1,000,000 Each Claim/Wrongful Act

b. $2,000,000 General Aggregate

Builders Risk: (If Applicable) Recommended for most new construction projects

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

ARTICLE # 119 – NO WAIVER:

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."

B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in each subsequent Task Order bids, the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.

C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.

D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

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

B. **Invoice/Payment.**

1. Contractor shall invoice the County via email solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute

acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102.*

2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

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

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

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

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

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

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

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

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

ARTICLE #124 – RETAINAGE

Hall County may hold up to five-percent (5%) retainage throughout each project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

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

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal

immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131– VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.

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

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

Print Company's Full Legal Name Below:

Chattahoochee Grape, Inc. **HALL COUNTY, GEORGIA**

By: Megan Thomas
Print Name: Megan Thomas
Title: CFO

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

Date: _____

Sworn to and subscribed before me this

17th Day of January, 2025

Attestment: _____
County Clerk

Approved as to Form

Notary Public: Tamara Norsworthy

Notary commission expires: 6/2/26

[Locus Sigilli - Seal or Stamp]

TAMARA NORSWORTHY NOTARY PUBLIC HALL COUNTY, GEORGIA My Commission Expires June 2, 2026

~~William J. Linkous III~~, County Attorney
Nathaniel R. Anderson

AGENDA ITEM

Financial Services

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 87/2024

SUBJECT: Approve the award of RFQ/P #44-027 Demand Services for On-Call Tree Cutting, Removal, and Stump Grinding for various County departments to One Two Tree, LLC of Marietta, GA, AKA Tree Service, LLC of Oakwood, GA, and Atlanta Premier Tree Solutions, LLC of Chattahoochee Hills, GA. The estimated annual cost to exceed $50,000.00.

Meetings:

Work Session Date: 03/11/24

Voting Meeting Date: 03/14/24

Executive Summary:

Presenter: WG

Recommendation:
Approve.

Purpose of Request:
Approve the award of RFQ/P #44-027 Demand Services for On-Call Tree Cutting, Removal, and Stump Grinding for various County departments to One Two Tree, LLC of Marietta, GA, AKA Tree Service, LLC of Oakwood, GA, and Atlanta Premier Tree Solutions, LLC of Chattahoochee Hills, GA. The estimated annual cost to exceed $50,000.00.

History:

RFQ/P #43-023 issued in 2023 received no bidders, so this was reissued as RFQ/P #44-027 where we received three (3) responses - all of which received satisfactory evaluation scores from staff to be considered for future task order projects.

Facts and Issues:

Options:

This item is to award Demand Services contracts to One Two Tree, LLC of Marietta, GA; AKA Tree Service, LLC of Oakwood, GA; and Atlanta Premier Tree Solutions, LLC of Chattahoochee Hills, GA for future task order projects. Staff recommends awarding all three (3) companies as a result of RFQ/P #44-027 Demand Services for On-Call Tree Cutting, Removal, and Stump Grinding Services - Amended.

This contract will have an initial one (1) year term with four (4) renewal options.

The historical spend last year was $119,260.00.

Funding Requested	$ 0.00
Are funds within current budget?	Yes
Source of Funds	Various
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	Purchasing	Budget
AY	AY	AY	EW
Finance	**Attorney**	**Administration**	**Clerk**
WG	WLI	CR	JR

Attachments:

Bid Tab
Contract for Services - One Two Tree, LLC
Contract for Services - Atlanta Premier Tree Solutions, LLC
Contract for Services - AKA Tree Service, LLC

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 87/2024

Funds Requested: $ 0.00

Request Budgeted: Yes

Proposed Source of Funding:

Various

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	521000-PROFESSIONAL SERVICES	$0.00

Budget Transfer Items:

Additional Information/Comments:

This is just an estimate of cost based on historical spend in the prior year. As projects come on line through the budget process, project budgets can be established based on need using this pool of vendors for this demand service.

Contact for Questions: AY

Phone: 770-531-4940

RFP #44-027 Demand Services for On-Call Tree Cutting, Removal, & Stump Grinding Services - Amended

SCORES	One Two Tree	AKA Tree Service	Atlanta Premier Tree Solutions
Average Technical Scores	916.67	833.33	950.00
Total Scores	**916.67**	**833.33**	**950.00**
Evaluator 1 - Technical Scores	900	800	1000
Evaluator 2 - Technical Scores	900	1000	1000
Evaluator 3 - Technical Scores	950	700	850
Totals	2750	2500	2850
Averages	916.6666667	833.3333333	950.00

Hall County Government
FINANCIAL SERVICES

CONTRACT SIGNATURE REQUEST

Year one (1) of a five (5) year contract

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Date: February 15, 2024

To: Richard Higgins, Chairman, Board of Commissioners

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached Contracts for Demand Services On-Call contractors.

Bid/Contract No: # 44-027

Contract Name: Demand Services On-Call Tree Cutting, Removal, and Stump Grinding Services - Amended

Department(s) Requesting Contract: Purchasing

Vendor Name: One Two Tree, LLC

Date of BOC Vote: 3/14/2024

☐ Price Increase Requested — Percentage Increase: n/a

☒ Demand Service Contract — Previous Spend: n/a

☐ Commodity Contract — Requested Amount: n/a

☐ Service Contract

Comments:

This is for Demand Services for clearing of trees and stumps on County-owned and maintained properties as well in rights-of-way, on an as-needed basis.

PRICE INCREASE DETAILS

Bid/Contract No: 44-027

Bid/Contract Name: Demand Services On-Call Tree Cutting, Removal, and Stump Grinding Services - Amended

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA **CONTRACT #44-027**
COUNTY OF HALL

For the provision of

Demand Services On-Call Tree Cutting, Removal, and Stump Grinding Services – Amended

ARTICLE #101 – INTRODUCTION:
This Contract for Demand Services On-Call Tree Cutting, Removal, and Stump Grinding Services (hereinafter "Services") as entered into on ~~Tree Services~~, and with an Effective Date of ~~1/7/2024~~, is by and between; **Hall County, Georgia** (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and One Two Tree (Hereinafter "Contractor"), located at 1199 Longwood Dr Sw Marietta GA 30008. Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

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

Whereas, this Contract is the result of the competitively bid RFP #44-027, and contains the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the terms, conditions, mutual promises, covenants, and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT:

A. Contractor agrees to provide the services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the RFP #44-027 and the Bid Response.

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

C. **Price Escalation Clause** – Reserved

ARTICLE #103 – NOTICES:

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

COUNTY PROJECT MANAGER
Jimmy Hightower
Superintendent
Road Maintenance
Gainesville, GA
jhightower@hallcounty.org
Ph (770) 531-2330

COUNTY ISSUING OFFICER
Andrew Youngblood
Purchasing Supervisor
Hall County Finance Dept.
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org
Ph: (770) 531-4940

CONTRACTOR'S CONTACT INFO
Name Brittany Hoke
Title President
Company Name One Two Tree
Address 1 1199 Longwood Dr Sw
City, State, ZIP Marietta GA 30008
Email Bhoke@onetwotree.net
Phone 404-944-1086

REMIT-TO ADDRESS (if different)
Same

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

Until substantial and final completion of services

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

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

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

B. **Obligations beyond Contract Term**. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

C. **Transition Cooperation with the County and Cooperation with other Contractors**. Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 – TERMINATION:

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to *ARTICLE # 105 – CONTRACT TERM* above, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

A. Termination for Convenience. Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or, a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE # 108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. Notice of Default. If either party causes one or more of the default events set out in this *ARTICLE*, 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 non-compliance be remedied within the period of time specified in the party's Notice of Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

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

D. Termination Due to Non-Availability of Funds. This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
   1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BOND REQUIREMENT.*

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by 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:
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, 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.

The County shall not be bound to 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 shall (i) 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 WORK* prior to subcontractor's performance of work.

ARTICLE # 118 – INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts.

a. $1,000,000 per Occurrence

Additional Provisions:

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

Cyber Insurance: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

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

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

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

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

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

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

a. With any construction project, Hall County BOC 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 future Task Orders. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered services by the County, and after receipt of undisputed invoice to the County.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement.

C. Cost may be prorated for services added or removed under this Contract to align cost with the remaining term of Contract.

D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 – COUNTY PAYMENT TO CONTRACTOR:

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

mail) to the Contractor's representative in *ARTICLE #103 – NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

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

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

B. Invoice/Payment
   1. Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE # 102 – CONTRACT*.
   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 is deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE # 103 – NOTICES* 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 pursuant to *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 (if required) funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW:

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

ARTICLE # 126 – NOTICE OF INTENT TO LITIGATE:

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

ARTICLE # 127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of

employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any subcontractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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 any following Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the RFP documents and the Bid Response, are herein incorporated into this contract by reference.

- EXHIBIT A – Bid Response Sheet
- EXHIBIT B – Contract for Services
- EXHIBIT D – W-9 Form
- EXHIBIT E – E-Verify Affidavit
- EXHIBIT F – Ethics Affidavit
- EXHIBIT G – Scored Questions

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. Hall County, Georgia, herein referred to as "The County", retains the right to "red-line" sections of the supplier's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services serves as the supplier's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer, or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "Supplier" for goods and "Contractor" for services.
7. Furthermore, the terms goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as "Goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days (N30).
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The supplier shall only deliver goods and services as described on the PO and within the scope of work and the supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the scope of work or specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.

16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by the County.
25. The Supplier warrants that the goods are merchantable, and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to a PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any and all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by the County is considered County property and shall be delivered to the County upon request.
32. Invoices submitted to the County shall reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free on Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.

38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

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

COMPANY'S FULL LEGAL NAME

One Two Tree, LLC

By: _____

Print Name: Brittany Hoke

Title: President

HALL COUNTY, GEORGIA

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

Date: _____

Sworn to and subscribed before me this

11 Day of January, ~~2023~~ 2024 KH

Notary Public: _____

Notary commission expires: NOV 15, 2027

[Locus Sigilli – Seal]

KARREN HUNTER NOTARY PUBLIC GEORGIA COBB COUNTY EXPIRES November 15, 2027

Attestment: _____
County Clerk

Approved as to Form

_____
~~William J. Linkous III~~, County Attorney
Nathaniel R. Andersen

Hall County Government
FINANCIAL SERVICES

CONTRACT SIGNATURE REQUEST

Year one (1) of a five (5) year contract

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Date: February 15, 2024

To: Richard Higgins, Chairman, Board of Commissioners

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached Contracts for Demand Services On-Call contractors.

Bid/Contract No: # 44-027

Contract Name: Demand Services On-Call Tree Cutting, Removal, and Stump Grinding Services - Amended

Department(s) Requesting Contract: Purchasing

Vendor Name: Atlanta Premier Tree Solutions, LLC

Date of BOC Vote: 3/14/2024

☐ Price Increase Requested	Percentage Increase: n/a
☒ Demand Service Contract	Previous Spend: n/a
☐ Commodity Contract	Requested Amount: n/a
☐ Service Contract	

Comments:

This is for Demand Services for clearing of trees and stumps on County-owned and maintained properties as well in rights-of-way, on an as-needed basis.

PRICE INCREASE DETAILS

Bid/Contract No: 44-027

Bid/Contract Name: Demand Services On-Call Tree Cutting, Removal, and Stump Grinding Services - Amended

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #44-027

For the provision of

Demand Services On-Call Tree Cutting, Removal, and Stump Grinding Services – Amended

ARTICLE #101 – INTRODUCTION:

This Contract for Demand Services On-Call Tree Cutting, Removal, and Stump Grinding Services (hereinafter "Services") as entered into on _____, and with an Effective Date of_____, is by and between; **Hall County, Georgia** (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Atlanta Premier Tree Solutions, LLC (Hereinafter "Contractor"), located at 8525 SERENBE ROAD, Chattahoochee Hills, GA 30268. Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

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

Whereas, this Contract is the result of the competitively bid RFP #44-027, and contains the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the terms, conditions, mutual promises, covenants, and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT:

A. Contractor agrees to provide the services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the RFP #44-027 and the Bid Response.

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

C. **Price Escalation Clause** – Reserved

ARTICLE #103 – NOTICES:

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

COUNTY PROJECT MANAGER
Jimmy Hightower
Superintendent
Road Maintenance
Gainesville, GA
jhightower@hallcounty.org
Ph (770) 531-2330

COUNTY ISSUING OFFICER
Andrew Youngblood
Purchasing Supervisor
Hall County Finance Dept.
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org
Ph: (770) 531-4940

CONTRACTOR'S CONTACT INFO
Name JEFF ROTH
Title OWNER
Company Name Atl Premier Tree Soluti
Address 1 8525 SERENBE ROAD
City, State, ZIP CHATT HILLS GA30268
Email Office@chopmytree.com
Phone 404-252-6448

REMIT-TO ADDRESS (if different)

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

Until substantial and final completion of services

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

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

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

B. **Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

C. **Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 – TERMINATION:

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to *ARTICLE # 105 – CONTRACT TERM* above, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

A. **Termination for Convenience**. Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause**. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
   1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
   2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
   3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
   4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
   5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
   6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or, a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE # 108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default**. If either party causes one or more of the default events set out in this *ARTICLE*, 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 non-compliance be remedied within the period of time specified in the party's Notice of Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
   1. Immediately terminate the Contract for default without additional written notice.
   2. In the event of a breach by the Contractor, the County may procure substitute services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
   3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
   1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BOND REQUIREMENT.*

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by 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:
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, 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.

The County shall not be bound to 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 shall (i) 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 WORK* prior to subcontractor's performance of work.

ARTICLE # 118 – INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts.

a. $1,000,000 per Occurrence

Additional Provisions:

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

Cyber Insurance: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

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

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

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

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

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

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

a. With any construction project, Hall County BOC 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 future Task Orders. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered services by the County, and after receipt of undisputed invoice to the County.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement.

C. Cost may be prorated for services added or removed under this Contract to align cost with the remaining term of Contract.

D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 – COUNTY PAYMENT TO CONTRACTOR:

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

mail) to the Contractor's representative in *ARTICLE #103 – NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

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

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

B. Invoice/Payment
   1. Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE # 102 – CONTRACT*.
   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 is deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE # 103 – NOTICES* 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 pursuant to *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 (if required) funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW:

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

ARTICLE # 126 – NOTICE OF INTENT TO LITIGATE:

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

ARTICLE # 127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of

employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any subcontractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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 any following Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the RFP documents and the Bid Response, are herein incorporated into this contract by reference.

- EXHIBIT A – Bid Response Sheet
- EXHIBIT B – Contract for Services
- EXHIBIT D – W-9 Form
- EXHIBIT E – E-Verify Affidavit
- EXHIBIT F – Ethics Affidavit
- EXHIBIT G – Scored Questions

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. Hall County, Georgia, herein referred to as "The County", retains the right to "red-line" sections of the supplier's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services serves as the supplier's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer, or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "Supplier" for goods and "Contractor" for services.
7. Furthermore, the terms goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as "Goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days (N30).
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The supplier shall only deliver goods and services as described on the PO and within the scope of work and the supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the scope of work or specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.

16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by the County.
25. The Supplier warrants that the goods are merchantable, and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to a PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any and all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by the County is considered County property and shall be delivered to the County upon request.
32. Invoices submitted to the County shall reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free on Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.

38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

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

COMPANY'S FULL LEGAL NAME

Atlanta Premier Tree Solutions, LLC

By: _____

Print Name: Jeff Roth

Title: Owner

HALL COUNTY, GEORGIA

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

Date: _____

Sworn to and subscribed before me this

8 Day of January, 2024

Notary Public: _____

Notary commission expires: 11-13-2027

[Locus Sigilli – Seal or Stamp]

LINDA PRICE
NOTARY PUBLIC
COWETA COUNTY, GEORGIA
MY COMMISSION EXPIRES
NOV. 13, 2027

Attestment: _____
County Clerk

Approved as to Form

_____
~~William J. Linkous III~~, County Attorney
Nathaniel R. Anderson

Hall County Government
FINANCIAL SERVICES

CONTRACT SIGNATURE REQUEST

Year one (1) of a five (5) year contract

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Date: February 15, 2024

To: Richard Higgins, Chairman, Board of Commissioners

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached Contracts for Demand Services On-Call contractors.

Bid/Contract No: # 44-027

Contract Name: Demand Services On-Call Tree Cutting, Removal, and Stump Grinding Services - Amended

Department(s) Requesting Contract: Purchasing

Vendor Name: AKA Tree Service, LLC

Date of BOC Vote: 3/14/2024

☐ Price Increase Requested	Percentage Increase: n/a
☒ Demand Service Contract	Previous Spend: n/a
☐ Commodity Contract	Requested Amount: n/a
☐ Service Contract	

Comments:

This is for Demand Services for clearing of trees and stumps on County-owned and maintained properties as well in rights-of-way, on an as-needed basis.

PRICE INCREASE DETAILS

Bid/Contract No: 44-027

Bid/Contract Name: Demand Services On-Call Tree Cutting, Removal, and Stump Grinding Services - Amended

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #44-027

For the provision of

Demand Services On-Call Tree Cutting, Removal, and Stump Grinding Services – Amended

ARTICLE #101 – INTRODUCTION:

This Contract for Demand Services On-Call Tree Cutting, Removal, and Stump Grinding Services (hereinafter "Services") as entered into on 1/11/24, and with an Effective Date of 1/18/24, is by and between; **Hall County, Georgia** (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and AKA Tree Service (Hereinafter "Contractor"), located at 4104 W White Rd Oakwood, Ga 30566. Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

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

Whereas, this Contract is the result of the competitively bid RFP #44-027, and contains the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the terms, conditions, mutual promises, covenants, and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT:

A. Contractor agrees to provide the services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the RFP #44-027 and the Bid Response.

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

C. **Price Escalation Clause** – Reserved

ARTICLE #103 – NOTICES:

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

COUNTY PROJECT MANAGER
Jimmy Hightower
Superintendent
Road Maintenance
Gainesville, GA
jhightower@hallcounty.org
Ph (770) 531-2330

COUNTY ISSUING OFFICER
Andrew Youngblood
Purchasing Supervisor
Hall County Finance Dept.
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org
Ph: (770) 531-4940

CONTRACTOR'S CONTACT INFO
Name AKA Tree Service / Lee Brannon
Title Director of Business Development
Company Name AKA Tree Service
Address 1 4104 U White Rd
City, State, ZIP Oakwood, Ga 30566
Email lee@akatreeservice.com
Phone 404 702 5390

REMIT-TO ADDRESS (if different)

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

Until substantial and final completion of services

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

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

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

B. **Obligations beyond Contract Term**. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

C. **Transition Cooperation with the County and Cooperation with other Contractors**. Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 – TERMINATION:

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to *ARTICLE # 105 – CONTRACT TERM* above, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

A. Termination for Convenience. Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or, a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE # 108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. Notice of Default. If either party causes one or more of the default events set out in this *ARTICLE*, 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 non-compliance be remedied within the period of time specified in the party's Notice of Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

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

D. Termination Due to Non-Availability of Funds. This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole

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

E. Termination due to Failure of Contractor to Act. The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

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

F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by 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:
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, 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.

The County shall not be bound to 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 shall (i) 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 WORK* prior to subcontractor's performance of work.

ARTICLE # 118 – INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts.

a. $1,000,000 per Occurrence

Additional Provisions:

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

Cyber Insurance: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

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

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

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

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

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

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

a. With any construction project, Hall County BOC 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 future Task Orders. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered services by the County, and after receipt of undisputed invoice to the County.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement.

C. Cost may be prorated for services added or removed under this Contract to align cost with the remaining term of Contract.

D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 – COUNTY PAYMENT TO CONTRACTOR:

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

mail) to the Contractor's representative in *ARTICLE #103 – NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

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

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

B. Invoice/Payment
   1. Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE # 102 – CONTRACT.*
   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 is deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE # 103 – NOTICES* 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 pursuant to *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 (if required) funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW:

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

ARTICLE # 126 – NOTICE OF INTENT TO LITIGATE:

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

ARTICLE # 127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of

employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any subcontractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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 any following Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the RFP documents and the Bid Response, are herein incorporated into this contract by reference.

- EXHIBIT A – Bid Response Sheet
- EXHIBIT B – Contract for Services
- EXHIBIT D – W-9 Form
- EXHIBIT E – E-Verify Affidavit
- EXHIBIT F – Ethics Affidavit
- EXHIBIT G – Scored Questions

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. Hall County, Georgia, herein referred to as "The County", retains the right to "red-line" sections of the supplier's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of goods or services serves as the supplier's full and complete acceptance of the County's terms and conditions.
6. The terms supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer, or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "Supplier" for goods and "Contractor" for services.
7. Furthermore, the terms goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as "Goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days (N30).
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The supplier shall only deliver goods and services as described on the PO and within the scope of work and the supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the scope of work or specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.

16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by the County.
25. The Supplier warrants that the goods are merchantable, and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to a PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any and all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by the County is considered County property and shall be delivered to the County upon request.
32. Invoices submitted to the County shall reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free on Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.

38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

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

COMPANY'S FULL LEGAL NAME

AICA Tree Service

By: Lee Brannan

Print Name: Lee Brannan

Title: Director of Business Development

HALL COUNTY, GEORGIA

By. _____

Richard Higgins, Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

11 Day of January, 2024

Notary Public: Lacey Huber

Notary commission expires: Feb. 26, 2027

Attestment: _____
County Clerk

Approved as to Form

~~William J. Linkous III~~, County Attorney
Nathaniel D. Anderson

[Locus Sigilli – Seal or Stamp]

LACEY HUBER
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES FEBRUARY 26, 2027

AGENDA ITEM

Financial Services

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 109/2024

SUBJECT: Approve the amendment to the existing Payment Processing Service Agreement with Catalis Payments, LLC (formerly Value Payment Systems, LLC) to add American Express as a payment option for credit card processing within Hall County.

Meetings:

Work Session Date: 03/11/24 **Voting Meeting Date:** 03/14/24

Executive Summary:

Presenter: WG

Recommendation:
Approve

Purpose of Request:
Approve the amendment to the existing Payment Proessing Service Agreement with Catalis Payments, LLC (formerly Value Payment Systems, LLC) to add American Express as a payment option for credit card processing within Hall County.

History:
The existing agreement was executed on July 27, 2015 with the following credit card companies included as a payment option: Visa, Mastercard, and Discover.

Facts and Issues:
Amending this existing agreement will give customers the ability to pay with an American Express credit card on all applicable credit card machines throughout the County. There is no additional cost to the County by adding American Express as a payment option.

Options:

Funding Requested	$ 0.00
Are funds within current budget?	Yes
Source of Funds	N/A
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-03-15

Approvals:

Submit	Purchasing	Budget	Finance
TS	AP	TS	WG

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Signature Request & Amendment Document
Original Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 109/2024

Funds Requested: $ 0.00

Request Budgeted: Yes

Proposed Source of Funding:

N/A

Budget Transfer Requested:

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

This agenda item has no budgetary impact. It simply adds American Express as an approved payment option for credit card processing within Hall County.

Contact for Questions: WG

Phone: 770-535-8270

Hall County Government
FINANCIAL SERVICES

SERVICE AGREEMENT AMENDMENT SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Date: March 1, 2024

To: Richard Higgins, Chairman, Board of Commissioners

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached Agreement Amendment.

Bid/Contract No: RFQ/P #35-012

Contract Name: Merchant Processing Services

Department(s) Requesting Contract: Finance

Vendor Name: Catalis Payments, LLC, formerly known as Value Payments

☐ Price Increase Requested	Percentage Increase: N/A
☐ Demand Service Contract	Previous Spend: N/A
☐ Commodity Contract	Requested Amount: N/A
☒ Service Contract	

Comments:

Approve the amendment to the existing contract with Catalis Payments, LLC (formerly Value Payments) to add American Express as a payment option for credit cards within Hall County.

ATTACHMENT A

PRICE INCREASE DETAILS

Bid/Contract No: RFQ/P #35-012

Bid/Contract Name: Merchant Processing Services

AMENDMENT NO.1

TO

HALL COUNTY GOVERNMENT

This Amendment is entered into by and between Hall County Government (hereinafter "Customer") and Catalis Payments, LLC. ("Licensor") (formerly Value Payments). Customer and Licensor may be referred to individually as a Party and collectively as the Parties.

WHEREAS, on February 16, 2024, the Parties wish to amend the original contract;

WHEREAS, the Customer would like to add the Amex feature to additional departments throughout the Government.

NOW, THEREFORE, in consideration of these premises and other conditions the Parties hereto hereby agree.

All other terms and conditions as set forth in the original Agreement shall remain in effect for the duration of the Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date set forth above.

HALL COUNTY GOVERNMENT DATE

_____ _____

CATALIS PAYMENTS LLC DATE

_____ _____

3025 WINDWARD PLAZA, SUITE 200
ALPHARETTA, GA 30005
CATALISGOV.COM

PAYMENT PROCESSING SERVICE AGREEMENT

THIS SERVICE AGREEMENT (this "Agreement") is made and entered into as of the 27th day of July 2015 ("Effective Date") by and between Value Payment Systems, LLC, a Tennessee limited liability company ("VPS"), and Hall County Board of Commissioners ("Merchant").

RECITALS:

WHEREAS, VPS is in the business of providing internet, phone and point of sale based electronic payment services to public and private sector merchants; and

WHEREAS, Merchant desires to provide its Consumers ("Consumer" or "Consumers") the option and opportunity to pay various amounts due to Merchant through VPS as set forth under the terms and conditions below.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.**

1.1. "Association" is a group of Card issuer banks, debit networks or other method provider, including, without limitation, Visa U.S.A., Inc., MasterCard International, Inc., and the NYCE, Pulse, Star, and Interlink debit networks.

1.2. "Association Rules" are the bylaws, rules, and regulations, as they exist from time to time, of the Associations.

1.3. "Card" is both (i) the plastic card or other evidence of the account and (ii) the account number, issued to a Cardholder, which you accept from your customers as payment for their purchases from the Merchant, and for the transactions with respect to which VPS agrees to process.

1.4. "Cardholder" is the person to whom the Card is issued and who is entitled to use the Card.

1.5. "Chargeback" shall mean a reversal of a Card sale the Merchant previously presented, pursuant to Association Rules.

1.6. "Convenience Fee" shall mean a fee that is charged to the Consumer for the ability to make a payment through a VPS E-Payment System, which fee may be assessed as a percentage of the payment amount or as a fixed fee transaction in accordance with current Association Rules.

1.7. "Electronic Payments" shall mean credit card, debit card, Automated Clearing House (ACH) payments or other payment methods such as Bill Me Later®.

1.8. "E-Payment System" shall mean the VPS Web E-Payment System and/or VPS Phone E-Payment System and /or POS E-Payment System.

1.9. "Phone E-Payment System" shall mean a touch-tone phone payment system that is managed by VPS.

1.10. "POS E-Payment System" shall mean a point of sale payment system that is managed by VPS.

1.11. "Processing Fees" – shall mean processor fees and fees of the Associations for credit or debit card transactions or other electronic payment transactions incurred by VPS including but not limited to interchange, assessments, authorization, risk, transmission and all other similar fees.

1.12. "Consumer" shall mean a person or business that is eligible to pay, or is required to pay, amounts due to the Merchant.

1.13. "Sales Data" is the evidence and electronic record of a sale or lease transaction representing payment by use of a Card or of a refund/credit to a Cardholder.

1.14. "Transaction" shall mean all regular, periodic due, fixed dues and assessment payments, and all other amounts, fixed or variable, payable by the Consumer to the Merchant.

1.15. "Web E-Payment System" shall mean a VPS hosted payment website.

2. **SERVICES.**

2.1. E-Payment System.

VPS will provide an E-Payment System for use by Consumers of Merchant. During the term of this Agreement, Merchant agrees to allow Consumers to make Electronic Payments through a VPS developed and managed E-Payment System, further defined in Schedule A, and VPS agrees to facilitate the processing of Transactions between Merchant and Consumers.

2.2. Consumer Information.

Upon Merchant's execution of this Agreement, Merchant shall use commercially reasonable efforts to provide VPS with information as VPS may require in order to promptly and accurately perform the services contemplated by this Agreement. VPS shall in no event be liable for not being provided by Merchant with current and correct information. VPS will not be responsible for unauthorized use of Consumer's credit card or credit card information by Merchant, Merchant's employees, and/or any other party associated with Merchant as a vendor, consultant, or contractor, including but not limited to Consumer's name, billing address, credit card number, and credit card expiration date.

2.3. Convenience Fee Disclosure.

The Web E-Payment System interface, POS E-Payment System and Phone E-Payment System interface will disclose all Consumer funded Convenience Fees, if applicable, to a Consumer prior to the processing of a Transaction.

2.4. Payment of Transactions.

Merchant agrees that the date on which a Transaction is posted to a VPS E-Payment System by a Consumer shall be deemed the date the Transaction is made for purposes of late fees, if any, that Merchant may charge to such Consumer. The date the Transaction is "posted" is the date the Consumer manually transmits the Transaction to an E-Payment System or the date an agreed automatic payment is initiated, whichever is applicable. VPS shall remit to Merchant all Transactions paid through VPS no later than three (3) business days following the date a Transaction is posted to a VPS E-Payment System.

2.5. Chargebacks.

VPS will use commercially reasonable efforts to have Chargebacks investigated following the initial notice that a Chargeback has occurred. When provided written notice of any Chargebacks that VPS has deemed to be the responsibility of the Merchant or errors in deposits, Merchant agrees to immediately remit payment to VPS. VPS agrees to receive the payment for Chargebacks or errors in deposits from the Merchant through the remittance of a check or another payment method to be determined by the Merchant. Notwithstanding the foregoing, Merchant will ultimately be liable for all Chargeback liability derived from Transactions processed by VPS. Merchant understands and agrees that VPS may, in in its sole discretion, implement any fraud prevention systems that it deems necessary, appropriate and/or advisable, including, but not limited to, CVV2, Address Verification Service, Verified by Visa, MasterCard Secure Code and/or similar systems.

2.6. Proprietary Rights.

VPS represents that it owns, licenses or has the right to use and will retain during the term of this Agreement all proprietary rights in and to the E-Payment System and all development tools, routines,

subroutines, applications, software and other materials that VPS may use in connection with implementation and operation of an E-Payment System.

2.7. Modification of Services.

VPS may, and reserves the right to, modify the features and functionality of the E-Payment System at any time and from time to time without notice; provided, however, that VPS will not modify the E-Payment System in a manner that would, in its sole discretion, significantly adversely affect the use thereof, without providing at least ten (10) days prior notice to Merchant of any such modification.

2.8. Payment for Services.

In consideration for the provision of the aforementioned E-Payment System, Consumers will pay the Convenience Fees that are detailed in Schedule B. Such Convenience Fees include fees associated with processing Electronic Payments through the VPS E-Payment System.

2.9. Additional Representations.

VPS represents, warrants and agrees that it is and will remain in compliance with all applicable federal, state and local laws affecting its business, the ownership of its assets and the privacy and security of information provided by Consumers, except as would not have a material adverse effect upon VPS' ability to perform its obligations under this Agreement.

2.10. Association Rules.

Merchant agrees to comply with all Association Rules as may be applicable to the Merchant and in effect from time to time as published by any Association, including, but not limited to, the rules published on Visa U.S.A's website and on MasterCard International's website.

2.11. Right to Use Information.

Merchant acknowledges that VPS will compile certain information related to the usage of the E-Payment System and activities thereon. Such information may include, but not limited to, the volume of Transactions and the value of Transactions. Merchant agrees that VPS is authorized to use, reproduce and generally make such information available, as VPS may deem appropriate, provided that in no case will Merchant or any Consumer be individually identifiable except as otherwise permitted herein. Neither Merchant nor any Consumer shall be entitled to notice of such use, nor any fees derived therefrom; however, Merchant may be provided a copy of each compilation.

2.12. Exclusivity.

During the term of this Agreement, Merchant shall not accept credit card or other Electronic Payments through a similar E-Payment System for Transactions from Consumers for the services listed on Schedule A hereto other than through VPS without the prior written consent of VPS; provided, however, that the Hall County Sheriff's Office and courts may continue to use their current provider to accept Electronic Payments for traffic citations and the Hall County Department of Public Works and Financial Services may continue to use their current provider to accept Electronic Payments for sewer payments.

3. THIRD PARTY PRODUCTS.

3.1. Merchant understands and agrees that VPS may use third party products in connection with the E-Payment System offered hereunder. VPS makes no representation or warranty regarding the performance of such third party software, specifically including any warranty that performance will be uninterrupted or error-free

4. DISCLAIMER OF WARRANTIES.

4.1. No Warranties.

MERCHANT ACKNOWLEDGES THAT ITS USE OF THE E-PAYMENT SYSTEM IS SUBJECT TO THE FOLLOWING DISCLAIMER OF LIABILITY: EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, VPS AND ITS SUPPLIERS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE E-PAYMENT SYSTEM OR SERVICES PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, TO THE MAXIMUM EXTENT POSSIBLE BY LAW.

4.2. World Wide Web, Internet and Telephone Usage.

VPS and its suppliers make no warranties regarding the quality, reliability, timeliness or security of the world wide web or telephone lines, the internet and other globally linked computer networks, or the websites established thereon including the E-Payment System, will be uninterrupted or error free.

5. **LIMITATION OF LIABILITY.**

5.1. NO CONSEQUENTIAL DAMAGES; LIABILITY CAP.

IN NO EVENT WILL EITHER PARTY, OR ITS SUPPLIERS, BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY OTHERWISE LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL VPS' LIABILITY EXCEED THE CONVENIENCE FEES PAID TO VPS UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF THE CLAIM (INCLUDING, WITHOUT LIMITATION, ANY CONTRACT, PRODUCT LIABILITY, OR TORT CLAIM).

5.2. Limited Remedy.

VPS shall in no way be liable to Merchant or Consumer due to any disruption of VPS' E-Payment System or non-availability of the E-Payment System during which Consumers are unable to access or use the E-Payment System due to a confirmed problem therein.

6. **CONFIDENTIAL INFORMATION.**

6.1. Nondisclosure.

Each party agrees to keep confidential and to use only for purposes of performing under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is appropriately marked as confidential or which could reasonably be considered of a proprietary or confidential nature ("Confidential Information"), and, except as otherwise permitted by this Agreement, the terms of this Agreement and all negotiations relating thereto (but not the existence of this Agreement generally). The obligation of confidentiality does not apply to information which is publicly available through authorized disclosure, is known by the receiving party at the time of disclosure, is rightfully obtained from a third party who has the right to disclose it, or which is required by law to be disclosed. All Confidential Information will remain the property of the disclosing party.

6.2. Specific Prohibitions.

Notwithstanding anything contrary in this Agreement, Merchant will not: (a) rent, lease, assign, sublicense, transfer, distribute, allow access to, and/or time share the VPS E-Payment System to or with any third party; (b) disassemble, decompile, decrypt, extract, reverse engineer and/or modify the VPS E-Payment System, or otherwise apply any procedure or process to the VPS E-Payment System in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the VPS E-Payment System or any algorithm, process, procedure or other information contained in the VPS E-Payment System; (c) distribute, facilitate, enable or allow access or linking to the VPS E-Payment System in any manner deemed by VPS in its sole and absolute discretion to be objectionable or harmful to the business and/or reputation of VPS and/or for any

unlawful, illegal, pornographic, and/or injurious purpose; (d) make any use of the VPS E-Payment System that impairs the functionality of the VPS E-Payment System; (e) make use of the VPS E-Payment System in any way, other than in accordance with this Agreement or as otherwise instructed by VPS in writing; (f) use the VPS E-Payment System, either directly or indirectly, to develop any product or service that competes with the products and/or services provided by VPS; (g) make any copies of the VPS E-Payment System; (h) circumvent or attempt to circumvent any applicable security measures of the VPS E-Payment System; and/or (i) attempt to access or actually access portions of any VPS systems and/or software not authorized for Merchant's use.

6.3. Compliance with Law and VPS Guidelines.

In connection with the exercise of Merchant rights and obligations under this Agreement (including, without limitation, any related to individual privacy), Merchant will comply, at Merchant's own expense, with all laws, policies, guidelines, regulations, ordinances, orders, and rules applicable to Merchant, Merchant's business, and this Agreement, and all laws, policies, guidelines, regulations, ordinances, orders, and rules of all governmental authorities and/or regulatory bodies having jurisdiction over the subject matter hereof, including, without limitation, the rules promulgated by the Credit Card Associations, the Payment Card Industry (PCI) Data Security Standard, Visa Cardholder Information Security Program (CISP), the MasterCard Site Data Protection Program (SDP), the Federal Trade Commission, the electronic communication rules of the CAN-SPAM Act, and the privacy requirements of the Gramm Leach Bliley Act and regulations promulgated thereunder. Merchant will comply with all the current policies, procedures and guidelines of VPS governing the VPS E-Payment System, including, without limitation, the prohibited activities set forth in Section 6.2. VPS reserves the right to amend, modify or change such policies, procedures, and guidelines at any time. Merchant will not use the VPS E-Payment System in any manner, or in furtherance of any activity that may cause VPS to be subject to investigation, prosecution, and/or legal action. If applicable, Merchant will also provide VPS with a copy of its annual PCI Attestation of Compliance (AOC) and/or PCI Self-Assessment Questionnaire (SAQ) (as applicable based on PCI DSS qualifications) annually

6.4. Data Collection, Privacy and Security.

Merchant is solely responsible for the security of data residing on servers owned or operated by Merchant and all third parties designated by Merchant (e.g., a Web hosting Merchant, processor and other service providers), and for data transmitted to and from VPS and/or third parties. Merchant agrees to provide notice to Consumers on all applicable Merchant Web sites (and cause its applicable customers to disclose such information on such applicable customers' Web sites) that discloses how and why personal and financial information is collected and used, including uses governed by this Agreement. Merchant will not use, disclose, sell and/or disseminate any cardholder information obtained in connection with a Transaction (including the names, addresses and card account numbers of cardholders) except for purposes of authorizing, completing and settling Transactions and resolving any chargebacks, retrieval requests or similar issues involving Transactions, other than pursuant to a court or governmental agency request, subpoena or order. Merchant will use proper controls for and limit access to, and render unreadable prior to discarding, all records containing card account numbers and card imprints. Merchant agrees that it will comply with all VPS security protocols and security advisories in effect during the term of this Agreement. If Merchant uses services from a Merchant Service Provider other than VPS, Merchant is solely responsible for verifying the accuracy and completeness of all Transactions submitted and processed by VPS associated with Merchant's account and verifying that all corresponding funds are accurately processed. Merchant acknowledge that VPS will not be liable for any improperly processed or unauthorized Transactions or illegal or fraudulent access to Merchant's (and/or Merchant's customers') account(s), end-user and/or Transaction data. Merchant warrants that Merchant has taken such precautions as are necessary to ensure that Merchant server and electronic systems are secure from breach or intrusion by unauthorized third parties. In the event that Merchant system is breached, or is suspected of having been breached, and an unauthorized third party has access to or

has accessed end-user data or Transaction data, Merchant will notify VPS promptly of such breach and will take such precautions as may be necessary to prevent such breaches from occurring in the future.

7. **TERM AND TERMINATION.**

7.1. Term.

Subject to Section 7.2, this Agreement will commence upon the Effective Date and shall continue through the present Fiscal Year, ending June 30th of each year, at which point in time the Agreement will automatically renew for successive one (1) year periods unless either party, at least thirty (30) days prior to the expiration of the then applicable term, provides the other with written notice of its desire to terminate this Agreement.

7.2. Termination for Cause.

If a VPS E-Payment System provided under this Agreement fails to conform to generally accepted standards for such services in the Card processing industry then the Merchant's sole remedy for such failure shall be that upon notice from Merchant specifying the failure of performance, VPS will rectify such failure of performance. If VPS does not rectify our failure of performance within thirty (30) days after receipt of notification, then Merchant may terminate this Agreement upon thirty (30) days' written notice to VPS. VPS may terminate this Agreement at any time upon written notice to Merchant as a result of any of the following events: (i) any noncompliance with this Agreement or Association Rules which is not cured within thirty (30) days of VPS notice to Merchant, except as otherwise provided in this Agreement and except that no cure period is allowed for termination based on Merchant fraud; (ii) any voluntary or involuntary bankruptcy or insolvency proceeding involving Merchant; and (iii) for a period of more than sixty (60) consecutive days, Merchant does not transmit Sales Data to VPS.

7.3. Effect of Termination.

Termination of this Agreement will not relieve either party of any obligation to pay the other party any amounts due and owing to the other party prior to such termination, including, without limitation any amounts owing under Section 2.5.

7.4. Terminals.

Merchant acknowledges and agrees that VPS is permitting Merchant to possess the point of sale terminals and related hardware ("POS Terminals") solely for the purpose of permitting Consumers to initiate Transactions via the E-Payment System. As such, Merchant acknowledges and agrees that VPS is the sole owner of the POS Terminals, that, except for the foregoing, Merchant has no rights in or to the POS Terminals (whether as owner, lessor, licensee or otherwise), and that Merchant will immediately deliver all POS Terminals to VPS upon the earlier of the termination of this Agreement or when any such terminal is no longer being used Consumers to initiate Transactions via the E-Payment System. Merchant will keep all POS Terminals in good order and repair except for normal wear and tear in the ordinary course of business

7.5. Survival.

Sections 4, 5, 6, 7 and 8 shall survive any termination or expiration of this Agreement.

8. **MISCELLANEOUS.**

8.1. Promotion of Services.

During the term of this Agreement, Merchant shall use commercially reasonable efforts to promote the use by Consumers of the VPS E-Payment System including, but not limited to, point of sale materials for the POS E-Payment System, publishing the relevant URL for the Web E-Payment System and telephone number for the Phone E-Payment Solution on the Merchant's website home page, billing statements, notices and all related promotional materials. All published materials referencing

VPS or the VPS E-Payment System shall be approved for accuracy by VPS and Merchant prior to publishing.

8.2. Governing Law; Waiver of Jury Trial.

This Agreement will be governed by and construed in accordance with the laws of the State of Georgia without reference to conflict of law provisions. Any action, proceeding, litigation, or mediation relating to or arising from this Agreement must be brought exclusively in Hall County, Gainesville, Georgia. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

8.3. Entire Agreement.

This Agreement, including the Schedules, contains the entire understanding and agreement between the parties with respect to its subject matter, superseding all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter.

8.4. Binding Upon Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither this Agreement nor any right, license, privilege or obligation provided herein may be assigned or transferred by either party without the other party's prior written consent, which consent shall not be unreasonably withheld, and any attempted assignment or transfer without such consent is void.

8.5. Relationship of Parties.

The relationship of VPS to Merchant under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall create or imply an agency relationship between Merchant and VPS, nor shall this Agreement be deemed to constitute a joint venture or partnership between Merchant and VPS.

8.6. Notices.

All notices required or permitted under the Agreement shall be in writing and sent to the other Party at the address specified below or to such other address as either Party may substitute from time to time by written notice to the other and shall be deemed validly given upon receipt of such notice given by mail (postage prepaid), electronic mail or personal or courier delivery to:

If to: Value Payment Systems, LLC	If to: Hall County Board of Commissioners
2207 Crestmoor Rd.	Purchasing Department, Financial Services
Suite 200	(Via US Mail) PO Drawer 1435, Gainesville, GA 30503-1435
Nashville, TN 37215-2031	(Personal or Courier Delivery) 2875 Browns Bridge Road, 4th Floor, Gainesville, GA 30504-5635
Attn: Jeffrey C. Gardner	Attn: Tim Sims, Purchasing Manager
Email: jgardner@valuepaymentsystems.com	Email: tsims@hallcounty.org

8.7. Captions and Headings.

The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

8.8. Counterparts.

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement.

8.9. Waiver.

No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

8.10. Severability.

If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

8.11. Publicity.

The parties agree that they will not use the other party's name, trademark or service mark or the existence of the contractual relationship in any press release, marketing, promotional, advertising or any other materials without the other party's prior written consent.

8.12. Amendment and Changes.

This Agreement or any provision hereof may not be changed, amended, supplemented, discharged, terminated or otherwise altered except by a statement in writing signed by the party against whom enforcement of same is sought.

8.13. Force Majeure.

Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section 8.13 will affect or excuse your liabilities and obligations for Chargebacks, refunds, or unfulfilled products and services.

8.14. Facsimile Signature and Counterparts.

This Agreement may be executed by exchange of signature pages by facsimile, e-mail and in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

- The rest of the page is intentionally left blank. -

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

VALUE PAYMENT SYSTEMS, LLC

By: _____

Name: J. Scott Slusser

Title: Chief Marketing Officer

Address: 2207 Crestmoor Rd., Suite 200

City/State/Zip: Nashville, TN 37215-2031

HALL COUNTY BOARD OF COMMISSIONERS

By: _____

Name: Richard Mecum

Title: Chairman

Address: 2875 Browns Bridge Road, 4th Floor

City / State / Zip: Gainesville, GA 30504-5635

SCHEDULE B

"Convenience Fee Funded Model", assumes that the constituent is absorbing the cost of the services provided under RFQ/P #35-012 through the assessment of a nominal convenience fee. Under the Convenience Fee Funded Model there is no cost to Hall County for the services.

Line No.	Item Description	VPS Fees[1]		Card Association Fees	
		% Rate[2]	Per Item Fee[3]	% Rate	Per Item Fee
0001	Visa Card	2.49%	$2.49	not applicable	not applicable
0002	MasterCard	2.49%	$2.49	not applicable	not applicable
0003	Discover Card	2.49%	$2.49	not applicable	not applicable
0004	E-Check Services	not applicable	$0.95	not applicable	not applicable
0005	Debit Card	1.50%[4]	$1.50	not applicable	not applicable

Project Implementation Cost Schedule

Line No.	**Item Description** (Define Expense Below / Attach Additional Page if Necessary)	Per Item Cost
0006	In-office payment terminals (provided by VPS at no cost, at VPS discretion, to meet payment demand)	no cost
0007	Implementation and training	no cost

[1] Please note that the VPS's Fee options for % Rate and Per Item Fee rate below are mutually exclusive options. For example, a $100 payment would have a $2.49 convenience fee for a credit card transaction not $5.48 or [(2.49% * $100) + $2.49].

[2] The minimum credit card convenience fee is $1.95.

[3] The fixed fee pricing is based on a $100 average payment. If the actual average payment is greater than $100, VPS reserves the right to modify the fixed convenience fee to reflect the effective cost detailed below and the actual average payment amount.

[4] The minimum debit card convenience fee is $1.50.

SCHEDULE A

SCOPE OF SERVICES

Standard Web E-Payment System

Standard POS E-Payment System

HALL COUNTY
GEORGIA
We have it all in Hall

HALL COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

August 10, 2015

Value Payment Systems
Mr. Todd Christensen
2207 Crestmoor Road, Suite 200
Nashville, TN 37215-2031

RFQ/P #35-012, Merchant Processing Services – Executed Agreement Documents

Dear Todd,

It looks like we're just about done with this marathon exchange of documents and agreement finalization.

I have enclosed a single, fully executed copy of the Payment Processing Service Agreement and both copies of the ACH and Submitter Merchant Agreements that still need to be executed at your end and one copy returned to me.

Hopefully, your development meetings with Darla Eden and James Thomas will start being productive for you.

Hall County Board of Commissioners

Chuck Pinney
Senior Buyer

cc: Bid File

AGENDA ITEM

Fire Rescue

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 106/2024

SUBJECT: Approve the sole source purchase of a HAL Emergency Medical Trauma Simulator Manikin for Fire Rescue to Gaumard Scientific Company of Miami, FL, in the amount of $83,739.00.

Meetings:

Work Session Date: 03/11/24

Voting Meeting Date: 03/14/24

Executive Summary:

Presenter: CJS

Recommendation:
Approve.

Purpose of Request:
Approve the sole source purchase of a HAL Emergency Medical Trauma Simulator Manikin for Fire Rescue to Gaumard Scientific Company of Miami, FL, in the amount of $83,739.00.

History:

Facts and Issues:

Options:

Hall County Fire Rescue is continuing to build our training simulators to meet the requirements outlined in the education facility accreditation process. These simulators will meet and exceed the needs to achieve this goal.

The decision to purchase the Trauma HAL is based on the training experience of each member of our department with the Trauma HAL® S3040.100 and our research showing no other single simulator does everything this unit does.

The purchase of the HAL® Adult Multipurpose Airway and CPR medium skin tone skills trainer is to upgrade while replacing an outdated and irreparable half-body manikin. (The latest upgrades are listed within the attached documents.)

Hall County Fire Rescues is also seeking to add the service component listed below.

Sole Source for Service- Field and Repair Technicians are trained to repair Gaumard simulators. Because services on these simulators must be performed by trained Gaumard Scientific employees, repair services cannot be outsourced.

Funding Requested	$ 83,739.00
Are funds within current budget?	Yes
Source of Funds	Capital Projects Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	submit	approve	Purchasing
AP	JS	JS	AP
Budget	**Finance**	**Attorney**	**Administration**
TS	WG	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Quote
Sole-Source Brand Justification Form

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 106/2024

Funds Requested: $ 83,739.00

Request Budgeted: Yes

Proposed Source of Funding:

Capital Projects Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	3630-EMS	542500-OTHER EQUIPMENT	$83,739.00

Budget Transfer Items:

Additional Information/Comments:

Bobby Ogletree bogletree@hallcounty.org 770-531-6838 Bradley Martin bmartin@hallcounty.org 678-343-0636

Contact for Questions: BO

Phone: 770-531-6838

Gaumard®
Simulators for Health Care Education

Quotation

14700 SW 136th Street
Miami FL 33196
T: 305-971-3790 I F: 305-252-0755

Quote Number: 112742
Quote Date: 02/26/24

Quoted To:
Hall County Government
PO Box 1435
Gainesville GA 30503-1435
USA

Ship To:
Hall County Fire Rescue Warehouse
3144 Gillsville Hwy
Gainesville GA 30507-8003
USA

Contact:
Accounts Payable

accountspayable@hallcounty.org

Customer ID	Good Through	Shipping Method	Sales Representative
C116159	03/26/24	UPS Ground	Michael Lobacz

Qty.	Item	Description	Unit Price	Amount
1	S3040.100.PK.M	Trauma HAL® S3040.100 medium skin tone adult simulator package Includes: Trauma HAL® S3040.100 medium skin tone simulator, Trauma Simulated Learning Experiences™ guidebook, preprogrammed SLE library with 10 scenario-based simulations, Microsoft® Tablet PC preloaded with UNI®3 control software, RF communications module, headset for streaming audio, Left Arm Trauma Limb, Left Leg Trauma Limb, Right Arm Trauma Limb, Right Leg Trauma Limb, accessories kit, battery charger, soft roller case, user guide, One-year standard warranty Options available only at initial time of purchase: Real NIBP arm, Real CO2 Exhalation, 12-lead ECG, 12-lead ECG with snaps, ECG Snap Option, Care in Motion™ Go integrated video-assisted debriefing system Accessories available for purchase: Bleeding Groin Gunshot Wound, Gaumard Vitals™ bedside patient monitor, Gaumard Vitals mobile patient monitor, NewroSim™, LungSim™ In-Hospital System, LungSim™ Mobile System, Care in Motion™ Mobile standalone video-assisted debriefing system	$ 48,395.00	$ 48,395.00
1	S3040.100.129	ECG Snap option for HAL® adult trauma simulator. Ordered at the time of initial purchase only	0.00	0.00
1	GC.G5.A	Gaumard Cares Gold 5 Year service plan for adult simulator. Gaumard Cares service with Cost of Ownership Assurance	$ 28,595.00	$ 28,595.00

Prices and taxes are subject to change without notice.
To gather information about the products quote we invite you to visit our website: http://www.gaumard.com
If you should have any questions, please feel free to contact your sales representative Michael Lobacz at michael.lobacz@gaumard.com
This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity and/or national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Gaumard®
Simulators for Health Care Education

Quotation

14700 SW 136th Street
Miami FL 33196
T: 305-971-3790 I F: 305-252-0755

Quote Number: 112742
Quote Date: 02/26/24

Quoted To:
Hall County Government
PO Box 1435
Gainesville GA 30503-1435
USA

Ship To:
Hall County Fire Rescue Warehouse
3144 Gillsville Hwy
Gainesville GA 30507-8003
USA

Contact:
Accounts Payable

accountspayable@hallcounty.org

Qty.	Item	Description	Unit Price	Amount
		includes the following at NO CHARGE for the duration of the plan: • Training at Gaumard Training Centers • Webinar Training • Telephone and email Support • Software Updates • Loaner Service (Including Shipping) • All Preventative Maintenance • All Repairs Gaumard Cares Gold 5 Year service plan for adult simulator		
1	INST	One day Installation and In-Service for multiple simulators. Region specific	$ 3,250.00	$ 3,250.00
1	S315.400.M2.PK.M	HAL® Adult Multipurpose Airway and CPR medium skin tone skills trainer. Green Technology	$ 2,745.00	$ 2,745.00
1	S315.400.M2.984	Surgical Tracheal Inserts replacement for HAL® Adult Multipurpose Airway and CPR Trainer. Green Technology. Set of five	$ 30.00	$ 30.00

Subtotal	$ 83,015.00
Est. Freight & Handling	724.00
Est. Sales Tax	0.00
Total US$	$ 83,739.00

All Quotes are subject to credit approval

Customer must supply Sales Tax Exempt Certificate and W-9 with Purchase Order, if applicable

If your shipping address differs from that of your billing address, please include the information with your order.

Estimated shipping date: Approximately 12 to 15 weeks after receipt of order.
Shipment Via: UPS Ground

Gaumard Scientific is the sole source for this tetherless simulator(s).

For credit approval, please submit completed customer forms to GaumardCR@gaumard.com. Customer forms may be obtained by emailing a request to QuoteEmailGroup@gaumard.com.

Prices and taxes are subject to change without notice.
To gather information about the products quote we invite you to visit our website: http://www.gaumard.com
If you should have any questions, please feel free to contact your sales representative Michael Lobacz at michael.lobacz@gaumard.com
This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity and/or national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

HALL COUNTY
GEORGIA

Sole-Source/Brand Justification

Request Submitted By

Name:	**Bobby Ogletree**
Job Title:	**EMS Division Chief**
Department:	**Fire Rescue**
E-Mail Address:	bogletree@hallcounty.org
Date of Request:	02/14/2024

Request Details

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

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

Identify efforts made to locate other possible sources.

Our decision to purchase the Trauma HAL is based on the training experience of each member of our department with the Trauma HAL® S3040.100 and our research showing no other single simulator does everything this unit does.
(Please see attachment)
The purchase of the HAL® Adult Multipurpose Airway and CPR medium skin tone skills trainer is to upgrade while replacing an outdated and irreparable half body manikin.
(The latest upgrades are listed within the attached documents.)

Sole Source for Service- Field and Repair Technicians are trained to repair Gaumard simulators. Because services on these simulators must be performed by trained Gaumard Scientific employees, repair services are cannot be out-sourced.

Desired Supplier Name:	Gaumard Scientific Company, Inc.
Desired Supplier Email:	karen.valdes@gaumard.com
Desired Supplier Phone Number:	305-971-3790

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.	
Trauma HAL® S3040.100 medium skin tone adult simulator package,	$ 48,395.00
Gaumard Cares Gold 5 Year service plan for adult simulator,	$ 28,595.00
One day Installation and In-Service for multiple simulators. Region specific,	$ 3,250.00
HAL® Adult Multipurpose Airway and CPR medium skin tone skills trainer,	$ 2,745.00
Surgical Tracheal Inserts replacement	$30.00
Freight	$724.00
Tax	$3632.58
Total	$ 87,371.58

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).

Unlike makeshift props and antiquated simulators offered by other manufacturers, the HAL® Adult Multipurpose Airway and CPR trainer and the Trauma HAL® S3040.100 simulator offer realistic training that covers almost every imaginable scenario in emergency care. And, these training devices cover all of this in a safe, clean and manageable environment.

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

Gaumard is the only supplier and the only service company for both the Trauma HAL® and the HAL® Adult Multipurpose Airway and CPR trainer. The training devices offer simulation training for the items listed below and many more.

-Wireless and tetherless design
-Articulating joints (shoulder, elbow, hips, knees, and ankles)
-Realistic and programmable airway
-Accepts real airway devices (NP/OP tubes, ventilate, and intubate)
-Realistic chest compression and recoil
-Capable of providing surgical airway training

Sole Source for Service- Field and Repair Technicians are trained to repair Gaumard simulators. Because services on these simulators must be performed by trained Gaumard Scientific employees, repair services are cannot be out-sourced.

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

Purchasing Use Only	
Buyer:	
Buyer E-Mail Address:	
Buyer Telephone:	
Contract #:	
Contract Name:	
If publicly solicited, number of protests:	
Outcome:	Choose One
Bid # (if competitively bid):	
Purchase Order #:	

Gaumard®
Simulators for Health Care Education

February 21st, 2024

To Whom It May Concern,

We are writing to provide justification for the decision to procure the Trauma HAL® S3040.100, exclusively available from Gaumard Scientific Company, Inc. ("Gaumard"). Leveraging its robust design and BLEEDSMART™ technology, alongside Gaumard's unparalleled service support, the Trauma HAL® S3040.100 fosters a highly immersive, cost-effective, and versatile training experience. The comprehensive feature set creates an unparalleled opportunity for tactical, emergency readiness, and patient care training programs. Its highly realistic trauma scenario replication is unequaled at this price point, underpinning realistic training simulation crucial for effective learning.

Unique Capabilities: The Trauma HAL® S3040.100 has unique capabilities not found in comparable models in the healthcare simulation field. With the Trauma HAL® S3040.100, trainers can cultivate a convincing and engaging learning environment for participants, addressing a variety of simulation scenarios, escalating readiness for diverse medical emergencies.

Salient Features: The points below highlight key salient features of the Trauma HAL® S3040.100. They should not be interpreted as an exhaustive list. For a complete list of features, please refer to our web page at https://www.gaumard.com/advanced-trauma-hal-s3040-100.

- Wireless and tetherless design; all internal parts and components allow the simulator to retain full functionality and performance even during transport
- Articulating joints (shoulder, elbow, hips, knees, and ankles) support a range of common patient positions, including Fowler's, supine, and sitting
- Real, measurable CO2 exhalation causes observable colorimetric change
- Compatible with actual monitors and sensors for SpO2, 4-lead ECG, EtCO2
- Blood pressure-dependent pulsatile trauma sites (axilla, groin, 4 extremities) that detect and respond to tourniquets and/or pressure to control bleeding
- Designed splash-proof for CBRNE water spray decontamination
- Software controlled fluid secretions at ears, eyes, and mouth
- Features sternal IO infusion compatible with FAST1® devices

Worldwide: 305-971-3790 - USA and Canada Toll-Free: 1-800-882-6655 - Fax: 305-252-0755
Email: sales@gaumard.com - Gaumard.com - Gaumard Scientific Company, Inc
14700 SW 136th Street
Miami, FL 33196-5691

Gaumard®
Simulators for Health Care Education

Value Proposition: The Trauma HAL® S3040.100 from Gaumard creates opportunity for immersive learning experiences by mirroring genuine medical scenarios, delivering outstanding value. This simulator establishes a robust bridge between cost-effectiveness and quality in healthcare training. It provides an excellent platform for trainers and participants, and its effectiveness in tactical training environments further underscores its value and relevance in today's training landscape.

Should you have any questions or concerns regarding this matter, please feel free to contact us. Thank you for your support in this procurement decision.

Best Regards,

Karen Valdes

Karen Valdes
Customer Service-US
Karen.Valdes@Gaumard.com

Gaumard®
Simulators for Health Care Education

February 21st, 2024

To Whom It May Concern:

Gaumard Scientific Company, Inc. located at 14700 SW 136th Street, Miami, FL 33196 is the sole manufacturer for the following item: **S315.400.M2.PK – HAL® Adult Multipurpose Airway and CPR Trainer.**

The following is a list of features of HAL® S315.400.M2.PK and should not be interpreted as an exhaustive list of features. For the complete list of features, please refer to our web page: https://www.gaumard.com/s315-400.

- Realistic airway which is manually programmable to include tongue edema, laryngospasm, and pharyngeal swelling
- Use NP/OP tubes, ventilate, and intubate
- Realistic chest compression and recoil
- Unilateral chest rise with right main stem intubation
- Surgical airway procedures such as tracheostomy and needle or surgical cricothyrotomy
- Silicone face/head skin for realistic jaw thrust, head tilt/chin lift

Please do not hesitate to contact us if you require additional information.

Sincerely,

Karen Valdes

Customer Service - US
Tel: 305-971-3790 Ext. 2046
E-mail: Karen.Valdes@gaumard.com

Gaumard®
Simulators for Health Care Education

February 21st, 2024

To Whom It May Concern:

Gaumard Scientific Company, Inc. located at 14700 SW 136 Street, Miami, FL 33196 is the sole source of all Gaumard Cares service plans.

Our Field and Repair Technicians are trained to repair Gaumard simulators. Because services on our simulators must be performed by trained Gaumard Scientific employees, repair services are not out-sourced.

Should you require additional information, do not hesitate to contact us.

Sincerely,

Karen Valdes

Karen Valdes
Customer Service - US
305-971-3790 ext. 2046
karen.valdes@gaumard.com

AGENDA ITEM

Planning and Development

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 94/2024

SUBJECT: Approve Change Order #2 for the addition of professional service hours to complete the implementation of the Phase 2 upgrade of Accela Civic Applications software for Planning & Development to Accela, Inc. of San Ramon, CA, in the amount of $38,570.00.

Meetings:

Work Session Date: 03/11/24

Voting Meeting Date: 03/14/24

Executive Summary:

Presenter: BG

Recommendation:
Approve.

Purpose of Request:

Approve Change Order #2 for the addition of professional service hours to complete the implementation of the Phase 2 upgrade of Accela Civic Applications software for Planning & Development to Accela, Inc. of San Ramon, CA, in the amount of $38,570.00.

History:
This request is to add 203 hours to the Accela Civic Application implementation and upgrade project, originally approved in 2020, to migrate off of legacy Accela Tidemark software that was originally implemented in 1999. The Tidemark system is an Accela legacy product with a client/server architecture and is no longer under support.

This software implementation is shared across multiple jurisdictions that were historically using the Accela Tidemark software. Hall County and Gainesville (25% stakeholder), have been Tidemark partners since 1999. In 2006 Oakwood (4% stakeholder) joined the group using the system for their building permit and planning functions.

Facts and Issues:

Options:

This agreement is necessary in order to finish the implementation and build out of the software utilized by the teams within Community Development and Infrastructure. This project is shared across multiple jurisdictions in order to migrate off of an outdated Accela Tidemark product that is no longer supported. Gainesville and Oakwood are included in this software implementation and are contributing to the cost, Gainesville 25% ($9,642.50) and Oakwood 4% ($1,542.80), as is specified in their intergovernmental agreements.

Change order #1 was previously issued to add an additional 525 hours for a cost of $99,750. After further review, it was determined that an additional 203 hours were needed to complete the project. Approving this change order will bring the total value of this contract to $138,320.00.

The implementation project is wrapping up and additional funding is needed to add hours to the project for professional services via the Accela team. Further tailoring of the product is necessary and requested of the jurisdictions. Vital to the success of this project is the data conversion of the permitting, zoning, and public works records that these hours will go towards migrating from the Tidemark software to the Civic Application software.

Funding Requested	$ 38,570.00
Are funds within current budget?	Yes
Source of Funds	Capital Projects / SPLOST VIII
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Purchasing	Budget
AD	BG	AP	EW
Finance	**Attorney**	**Administration**	**Clerk**
WG	WLI	CR	JR

Attachments:

Financial Supplement
Accela Change Order
Cost Breakdown of Reimbursement by Oakwood and Gainesville
Existing Accela PO 20240432

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 94/2024

Funds Requested: $ 38,570.00

Request Budgeted: Yes

Proposed Source of Funding:

Capital Projects / SPLOST VIII

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	7410-PLANNING	542400-COMPUTERS AND SOFTWARE	$11,185.30
2024	324-SPLOST VIII	7410-PLANNING	542400-COMPUTERS AND SOFTWARE	$27,384.70

Budget Transfer Items:

Additional Information/Comments:

SPLOST VIII surplus funds will be used to fund this project. The requested funds is the additional amount needed on this change order #2 is $38,570.00. Gainesville and Oakwood are included in this software implementation and are contributing to the cost, Gainesville 25% ($9,642.50) and Oakwood 4% ($1,542.80), as is specified in their intergovernmental agreements.

Contact for Questions: RE

Phone: 770-531-6781

Change Order

Date:	02/05/2024	CO#:	06
Agency Name:	Hall County, GA		
Approving Agency Manager:	Rebecca Evans		
Accela Manager:	Maurelis Leon-Pereira		
Project Name / Code:	Hall County, GA - Tidemark Upgrade (PS) / HALLCOUPG		
Contract / Agreement #:			
Initiating Department:	Accela Professional Services	Initiated By:	Maurelis Leon-Pereira

A. PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

Purpose:

The purpose of this change order is to add hours to the existing Hall County project to complete the Implementation of Phase 2 which is for the City of Oakwood, GA, Planning and Building departments.

This change order will add 203 hours to complete the implementation of Phase 2 which is currently in progress. The additional hours will be used to accommodate the following scope.

1. Project Management and Oversight
2. Business Automation Configuration and Development
3. Custom Integrations
4. Data Conversion
5. Go Live Support
6. Post Go-live Support
7. Transition to Customer Support

Total Project Schedule Impact: No impact.
Total Project Resource Impact: No impact.
Total Project Cost Impact: 203 hours at the hourly rate of $190 for a total of $38,570.00.

B. BILLING TERMS:

Billing Terms will follow the terms of the Statement of Work. Accela will send Invoices to the Agency monthly for the completed Services work.

C. EXPIRATION:

Expiration will follow the terms of the Statement of Work.

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Signature and Acceptance

The above Services will be performed in accordance with this Change Order/Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for Accela and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedent and supersedes all other documents and discussions regarding this subject matter. Notwithstanding anything to the contrary, Accela is not creating or developing any intellectual property under this CO for Agency.

Accepted By: Hall County, GA	**Accepted By:** Accela, Inc.
By:	By: DocuSigned by: Brenda DeGregory 73C9FA2105844F6...
Print Name:	Print Name: Brenda DeGregory
Title:	Title: Vice President, Delivery
Date:	Date: 2/5/2024

Proprietary and Confidential
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Jennifer Rivera (Administration)

From: Beth Garmon (CDI: Planning)
Sent: Wednesday, March 6, 2024 11:22 AM
To: Jennifer Rivera (Administration)
Cc: Casey Ramsey (Administration)
Subject: FW: Accela Change Order #2 - More Info Needed

Good morning, Jennifer.

Could you please include the email below that outlines the responsibilities of the Accela partners for the item "Accela Change Order #2" on next week's BOC agenda?

Thank you,
Beth

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

All **ZONING, PLAT**, and **BUILDING PERMIT** submittals may be submitted online through Accela. Plat inquiries may be submitted to plats@hallcounty.org. Zoning and general inquiries may be submitted to planning@hallcounty.org.

HALL COUNTY
GEORGIA
We have it all in Hall

From: Rebecca Evans (CDI: Planning) <revans@hallcounty.org>
Sent: Wednesday, March 6, 2024 10:54 AM
To: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc: Mark Lane (Planning) <jlane@hallcounty.org>; Jim Budd (CDI: Planning) <jbudd@hallcounty.org>
Subject: RE: Accela Change Order #2 - More Info Needed

Hi Beth,

The cost shares with the partners would be the same as our IGA set-up (minus Flowery Branch). The county pays the upfront cost, and then subsequently bills Gainesville 25% and Oakwood 4% of that total billed (no matter the subject matter of what's being configured). Assuming we get billed the total amount, that means that Gainesville would pay $9,642.50 and Oakwood $1,542.80.

Is that what you're looking for?

Thank you,
Rebecca Evans
GIS Manager
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd., Gainesville, GA 30504
770.531.6781 | www.hallcounty.org

From: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Sent: Wednesday, March 6, 2024 10:32 AM
To: Rebecca Evans (CDI: Planning) <revans@hallcounty.org>
Subject: Accela Change Order #2 - More Info Needed

Hi Becca,

Could you please provide the breakdown of anticipated hours and associated cost for each partner involved with this change order? Specifically, what is the expected share of the $38,570 for the county, Gainesville, and Oakwood?

Thank you,
Beth

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

All **ZONING, PLAT**, and **BUILDING PERMIT** submittals may be submitted online through Accela. Plat inquiries may be submitted to plats@hallcounty.org. Zoning and general inquiries may be submitted to planning@hallcounty.org.

Hall County Board of Commissioners
Financial Services
PO Drawer 1435
Gainesville, GA 30503

PURCHASE ORDER

PURCHASE ORDER DETAILS

Purchase Order Number	**20240432-001**
Purchase Order Date	**08/16/2023**
Department	**PLANNING**

The Terms and Conditions printed on the back of this Purchase Order shall govern the terms of this purchase.

Bill To
Please send all invoices to
accountspayable@hallcounty.org

Ship To
HALL COUNTY PLANNING
2875 BROWNS BRIDGE RD
3RD FLOOR
GAINESVILLE, GA 30504

Vendor 10470
ACCELA, INC.
PO BOX 208298
DALLAS, TX 75320-8298

CHANGE ORDER

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	REQUISITIONER NAME	BUYER NAME	DELIVERY REFERENCE
925-659-3275		10470	9240821	Rebecca Evans	Andy Penick	

NOTES

Phase 2 - Development Management Software

ITEM #	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Accela Professional Services for Phase 2 of the software upgrade		1.0000	EACH	$41,213.7700	$41,213.77
	GL #: 350-7410-542400-0000-	$41,213.77				
	Commodity Code: -					
2	Accela Professional Services for Phase 2 of the software upgrade		1.0000	EACH	$58,536.2300	$58,536.23
	GL #: 324-7410-542400-0000-	$58,536.23				
	Project # : E-DEVMGMTSW -7410-542400-					
	Commodity Code: -					

Shipment of goods or delivery of services resulting from this Purchase Order constitutes acceptance by the Supplier of the Terms and Conditions of the Purchase Order. Not to exceed amount without written change order.

Approver Name: munis

Approval Date: 08/16/2023

Andy Penick
Authorized Signature

Purchase Order Total **$99,750.00**

HALL COUNTY, GEORGIA
TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
2. If any conflict or ambiguity arise between these Terms and Conditions herein and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set herein shall supersede and govern over all Supplier's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services shall be deem as the Supplier's full and complete acceptance of the County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days. The County may consider Prompt Pay Terms if offered at least five percent (5%) of the total and not less than fifteen (15) days terms. A supplier simply offering such a discount does not constitute the County's acceptance of such, and the County shall not be bound to the offer.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exception may be given to custom cut (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
21. Delivery shall be made to the ship-to address(s) listed on the PO and within the time specified. The Supplier must note if multiple ship-to address are used and deliver goods to the appropriate ship-to address.
22. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by the County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of this PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, conform exactly to all of the descriptions, specifications, and attachments contained in the Bid Solicitation, Request for Proposals, Invitation for Bid, or other advertisements, upon which this order is based; and the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
32. Invoices should be submitted to the County as described on the PO, and each PO Number and/or Contract Number must be shown on each invoice submitted.
33. In the event that this PO is issued with an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that the Supplier and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted, freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
42. Any changes to the PO in quantity or dollar amount require a written change order issued by the County

AGENDA ITEM

Planning and Development

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 110/2024

SUBJECT: **6545 Misty Harbor Court | Use Subject to County Commission Approval |** 17.60.040.H Minor subdivisions | on a 7.41± acre tract on the east side of Misty Harbor Court, approximately 1,000 feet from its intersection with Misty Harbor Lane | Zoned R-I; Tax Parcel 08149 000171 **| Proposed Use: 5-lot subdivision** | Commission District 2 **| Yunsoon Kim, applicant.**

Meetings:

Work Session Date: 03/11/24 **Voting Meeting Date:** 03/14/24

Executive Summary:

Presenter: BG

Recommendation:

Approval.

Conditions:

1. The property shall be developed in accordance with the site plan dated August 28, 2023 and as described in the project narrative dated October 30, 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 5 building lots in accordance with the requirements of the Residential-I (R-I, 17.60) zoning district as detailed in 17.240, area and setback requirements.
3. Development shall be limited to site-built homes having no less than 2,500 square feet of heated floor space.
4. All residences shall have sodded front yards with a professional landscape design.
5. All facades shall be finished with a combination of brick, stone, stucco, or fiber cement siding. The front façade shall incorporate changes in these building materials with different textures and/or colors. 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 lots shall have access off of an internal roadway, with no lot having direct access to Gaines Ferry Road.
7. All conditions of zoning shall appear on any plats created for the subdivision.
8. Per 2.60.060. – effective period of approved applications, 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.

Purpose of Request:

History:

6545 Misty Harbor Court | Use Subject to County Commission Approval | 17.60.040.H Minor subdivisions | on a 7.41± acre tract on the east side of Misty Harbor Court, approximately 1,000 feet from its intersection with Misty Harbor Lane | Zoned R-I; Tax Parcel 08149 000171 | **Proposed Use: 5-lot subdivision** | Commission District 2 | **Yunsoon Kim, applicant.**

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
AD	BG	WLI	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Maps
Renderings
Deed
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Notice Sign Photo

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

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

From: Beth Garmon, Assistant Director of Planning & Development

Date: February 26, 2024

Subject: **6545 Misty Harbor Court** | **Use Subject to County Commission Approval** | 17.60.040.H Minor subdivisions | on a 7.41± acre tract | **Proposed Use: 5-lot subdivision** | **Yunsoon Kim, applicant**.

The request before you is the request of Yunsoon Kim for a Use Subject to County Commission Approval to allow a 5-lot subdivision. This item is located within Commission District 2.

At their February 5, 2024 meeting, the Hall County Planning Commission voted to recommend approval with eight (8) conditions **(5-0)**.

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

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

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan dated August 28, 2023 and as described in the project narrative dated October 30, 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 5 building lots in accordance with the requirements of the Residential-I (R-I, 17.60) zoning district as detailed in 17.240, area and setback requirements.
3. Development shall be limited to site-built homes having no less than 2,500 square feet of heated floor space.
4. All residences shall have sodded front yards with a professional landscape design.
5. All facades shall be finished with a combination of brick, stone, stucco, or fiber cement siding. The front façade shall incorporate changes in these building materials with different textures and/or colors. 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 lots shall have access off of an internal roadway, with no lot having direct access to Gaines Ferry Road.
7. All conditions of zoning shall appear on any plats created for the subdivision.
8. Per 2.60.060. – effective period of approved applications, 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.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Yunsoon Kim

Request ..... Use Subject to County Commission Approval | 17.60.040 5-lot subdivision

Proposed Use ..... 5-lot subdivision

Size ..... 7.41± acres

Zoning ..... Residential-I (R-I, 17.60)

Location ..... 6545 Misty Harbor Court | Tax Parcel 08149 000171

Commission District ..... Two

Planning Commission Date ..... February 5, 2024

Staff Recommendation ..... **Approval with conditions,** as the proposal is consistent with the Lake Area Residential Character Area in the Comprehensive Plan.

Planning Commission Recommendation.....Approval, with conditions
Vote: 5-0

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan dated August 28, 2023 and as described in the project narrative dated October 30, 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 5 building lots in accordance with the requirements of the Residential-I (R-I, 17.60) zoning district as detailed in 17.240, area and setback requirements.
3. Development shall be limited to site-built homes having no less than 2,500 square feet of heated floor space.
4. All residences shall have sodded front yards with a professional landscape design.
5. All facades shall be finished with a combination of brick, stone, stucco, or fiber cement siding. The front façade shall incorporate changes in these building materials with different textures and/or colors. 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 lots shall have access off of an internal roadway, with no lot having direct access to Gaines Ferry Road.
7. All conditions of zoning shall appear on any plats created for the subdivision.
8. Per 2.60.060. – effective period of approved applications, 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.

Staff Recommended Conditions:

1. The property shall be developed in accordance with the site plan dated August 28, 2023 and as described in the project narrative dated October 30, 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 5 building lots in accordance with the requirements of the Residential-I (R-I, 17.60) zoning district as detailed in 17.240, area and setback requirements.
3. Development shall be limited to site-built homes having no less than 2,500 square feet of heated floor space.
4. All residences shall have sodded front yards with a professional landscape design.
5. All facades shall be finished with a combination of brick, stone, stucco, or fiber cement siding. The front façade shall incorporate changes in these building materials with different textures and/or colors. 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 lots shall have access off of an internal roadway, with no lot having direct access to Gaines Ferry Road.
7. All conditions of zoning shall appear on any plats created for the subdivision.
8. Per 2.60.060. – effective period of approved applications, 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.

Public Forum:

There were no comments in support or opposition.

Summary Analysis

The applicant is requesting County Commission approval to subdivide a 7.41± acre tract zoned Residential-I (R-I, 17.60) for the purpose of constructing five (5) single-family homes. Per the requirements of 17.60.040 , uses subject to approval of the county commission, within the Residential-I (R-I, 17.60) zoning district, subdivisions require Board of Commissioner approval.

On February 9, 2006, 6305 and 6319 Gaines Ferry Road were approved by the Hall County Board of Commissioners to rezone from Agricultural Residential-III (AR-III) to Residential-I (R-I) with the following conditions:

1. Development is limited to a maximum of 18 building lots as generally shown on the concept plan submitted.
2. All lots will access an internal roadway, with no lot having direct access to Gaines Ferry Road.
3. Development shall be limited to site-built homes having no less than 2.500 square feet of heated floor space with sodded front lawns.
4. All conditions of zoning shall appear on any plats created for the subdivision.

The current configuration of these lots, reflected in plat book 883 page 443, consists of Tract 1 (7.41 acres), Tract 2 (9.93 acres), and tract 23 (14.02 acres). The applicant is requesting to further subdivide Tract 1 into five (5) building lots.

All proposed tracts are within the Residential-I (R-I) zoning district and meet the minimum lot area and frontage requirements for Residential-I (R-I, 17.60) district as established in table 17.240.010(A). Based upon the submitted site plan, Tract 1 has a 20-foot drainage easement located in the northwestern portion of the proposed lot, Tract 4 is bisected by a 20-foot drainage easement, and Tract 5 contains a 75-foot stream buffer located in the eastern extremity of the proposed lot. Additionally, all proposed tracts are subject to a Georgia Power Company 80-foot easement and a 5-foot perpetual easement along Misty Harbor Court's right-of-way.

The submitted narrative states that each of the five single-family dwellings will have a minimum of 2,500 square feet of heated floor space, and will be built primarily of brick and an unspecified siding. The general design of the residences is proposed to match the existing neighborhood aesthetic. The applicant has also provided architectural inspiration through photos of surrounding residential homes.

The proposed subdivision plat has been submitted to reflect the desired layout of lots 1 through 5 as follows:

Residential-I (R-I, 17.60) Standards	**Required**	**Proposed**
Lot Area	35,000 square feet	Lot 1: 52,384 square feet Lot 2: 53,909 square feet Lot 3: 55,428 square feet Lot 4: 70,176 square feet Lot 5: 93,942 square feet
Lot Frontage	Local Road: 50 feet	Lot 1: 50 feet Lot 2: 120.23 feet Lot 3: 229.77 feet Lot 4: 250 feet

		Lot 5: 344.12 feet
Lot Width at Building Line	50 feet	None Listed
Front Yard Setback	55 feet from centerline of road or 30 feet from property line	55 feet from centerline of road
Side Yard Setback	10 feet	10 feet
Rear Yard Setback	20 feet	20 feet
Army CORPS Setback	0 feet	0 feet

No variances have been submitted or identified as part of this request; therefore, any deficiencies identified as part of the plan will be required to comply with the requirements of Residential-I (R-I).

Based on the future land-use plan, staff finds the zoning request *consistent* with the future land use classifications of Lake Residential in the Comprehensive Plan, which allows for low-density residential development of up to one unit per acre. The intent of the Lake Area Residential land use category is to preserve established neighborhoods and create opportunities for permanent vacation residences similar in land use patterns to Residential Areas, but at lower residential densities. Future development will continue to be detached, single-family homes at low densities. The Lake Area Residential designation envisions a maximum density of 1 dwelling unit per acre; the development has proposed a density of 0.67 DU/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 of a 5 lots subdivision is consistent with the use, development, and zoning of adjacent and nearby properties, as most neighboring parcels are zoned Residential-I (R-I, 17.60)**

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed minor subdivision of the parcel will not adversely affect the existing use or usability of adjacent and 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, Residential-I (R-I, 17.60), but the applicant cannot subdivide the property without approval of the County Commission.**

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; **If approved, the development is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, etc.**

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 Lake Area Residential. In this land use classification, development is envisioned to consist of detached, single-family homes at a low density, not to exceed 1 dwelling unit per acre. The applicant is proposing single family residences at a density of 0.67 dwelling unit per acre.

6. The extent to which property values are diminished by the existing zoning restrictions; **The applicant will not be able to subdivide the property with approval of a conditional use request.**

7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property is currently undeveloped and vacant.**

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 affecting the use or development of the property; however, an existing power line easement substantially limits the buildable area of this lot in addition to two drainage easements and a stream buffer.**

11. Whether the change would create an isolated district unrelated to the surrounding districts; **The request is for conditional use approval and is intended to subdivide the parcel into five single-family lots. The change would not create an isolated district unrelated to the surrounding districts.**

12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn; however, the parcel boundaries reflected in GIS are in the process of being updated by the Tax Assessors to reflect plat book 883 page 443.**

13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the county as a whole.**

14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The subdivision of land within the Residential-I zoning district (R-I, 17.60) requires County Commission approval.**

15. Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request is for conditional use approval and is intended to subdivide the parcel into five single-family lots. This could not be handled instead by a variance.**

16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

17.380.050. - 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, and the applicant 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 the 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**. Proposal meets this requirement.**

C. For any application for a slow rate land treatment system (see chapter 17.20), the following additional requirements apply. **This standard is not applicable to the applicant's request.**

D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a

professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health

In an email dated January 4, 2024, Emily McGahee stated, "All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process. This plat is currently under review by the Hall County Plat Review Team and Environmental Health contacted the applicant/surveyor on September 20, 2023 concerning requirements to further process the plat for review."

Hall County Fire Marshal

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

Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated January 5, 2024, 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:

Flowery Branch sewer district

Georgia Department of Transportation

In an email dated January 5, 2024, Veronica Chavers, D1TO Civil Engineer 3, stated "No GDOT coordination required."

- **Excerpts from the minutes of the February 5, 2024 meeting**

Applicant's Presentation:

Beth Garmon, Planning and Zoning Administrator, presented a summary of the request.

Yunsoon Kim, 10980 Old Stone Court, Johns Creek, presented the request.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

No comments.

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

Conditions:

1. The property shall be developed in accordance with the site plan dated August 28, 2023 and as described in the project narrative dated October 30, 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 5 building lots in accordance with the requirements of the Residential-I (R-I, 17.60) zoning district as detailed in 17.240, area and setback requirements.
3. Development shall be limited to site-built homes having no less than 2,500 square feet of heated floor space.
4. All residences shall have sodded front yards with a professional landscape design.
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6. All lots shall have access off of an internal roadway, with no lot having direct access to Gaines Ferry Road.
7. All conditions of zoning shall appear on any plats created for the subdivision.
8. Per 2.60.060. – effective period of approved applications, 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.

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

HALL COUNTY
GEORGIA
We have it all in Hall

CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

YUNSOOK KIM
10980 OLD STONE COURT
DULUTH, GA 30097

Phone 770 314 5226

Email Address YUNSOOKK@SNOWROCKUSA.COM

Property Owner (Name & Mailing Address)

SAME

Phone

Email Address dentsoll@gmail.com

Proposed Use Subdivide into 5 TRACTS

Contact Person (Name & Mailing Address)

YUNSOOK KIM
10980 OLD STONE COURT
DULUTH, GA 30097

Phone 770 314 5226 dentsoll@gmail.com

Email Address YUNSOOKK@SNOWROCKUSA.COM

Tax Parcel Number 08149 000002A

Location Address 6527 MISTY HARBOR COURT

Status of Applicant

- [X] Owner
- [ ] Option to Purchase
- [ ] Area Resident
- [ ] Other

Zoning: RT

Requested Action

Permissive Use:

- [ ] HCPC
- [X] HCC

Fee:$

Receipt #:

Check #:

Acreage

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

Sign [signature] Date: 10/30/2023

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

Application Withdrawal: I hereby **withdraw** the application.

Sign _____ Date: _____

Staff Use Only

Application Date: 10/31/23 Taken by: Kate

Tentative Planning Commission Date: Jan 3, 2023 Tentative County Commission Date: Feb, 8, 2023

County Commission District:

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

HALL COUNTY
GEORGIA
We have it all in Hall

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): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

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

Applicant's/Owner's Name (Printed): Yunsoon Kim

Katie L. Greenway (CDI: Planning)

From: Dentsoll <dentsoll@gmail.com>
Sent: Monday, October 30, 2023 7:36 PM
To: Katie L. Greenway (CDI: Planning)
Cc: Nick Swafford; Keith Bateman
Subject: Re: Water Availability
Attachments: Sample home#4.jpg; Sample home#1.jpg; Sample home#2.jpg; Sample home#3.jpg

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,

Here is the Narrative per your request;

I am trying to divide the property of the Misty Harbor Court on the property located at 6305 Gaines Ferry Road into 6 lots to build six houses.
1. We will build 5 houses
2. The size of each house will be a minimum 2500 square feet
3. We use the brick with siding as a building material
4. The picture of the sample house will be attached
5. We will try to match the neighborhood lighting, signs and etc
6. We will supply the buffer by the regulations

Please let me know if you need more.

Sincerely,

On Mon, Oct 30, 2023 at 3:35 PM Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org> wrote:

> Received.
>
> Thank you,
>
> Katie Greenway
>
> Principal Planner
>
> Hall County Community Development and Infrastructure
>
> 770-531-6809 | www.hallcounty.org

This block is reserved for the Clerk of the Superior Court.

NAD 83 GA. WEST ZONE

Hall County Notes

ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK. (HALL COUNTY CODE 8.170.070)

IF PROPERTY IS LOCATED IN THE NORTH OCONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE 17.255.040)

THIS PROPERTY OR A PORTION THEREOF IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP #13139C029G, HALL COUNTY GEORGIA, DATED: 04/04/2018

THIS PROPERTY OR A PORTION THEREOF IS NOT LOCATED IN THE HALL COUNTY STUDIED FLOOD ZONE PER HALL COUNTY GIS.

IF RESIDENTIAL PROPERTY IS SUBDIVIDED INTO SEVEN LOTS OR MORE WITH ALL LOTS ACCESSING EXISTING HALL COUNTY, GEORGIA ROADS, THEN STORMWATER MANAGEMENT IS REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE 8.180.160).

ALL DRIVEWAYS MUST MEET HALL COUNTY DRIVEWAY REGULATIONS PER Code § 12.40.

ALL LAND DISTURBANCES OVER ONE ACRE SHALL REQUIRE AN EROSION SEDIMENTATION POLLUTION CONTROL PLAN.

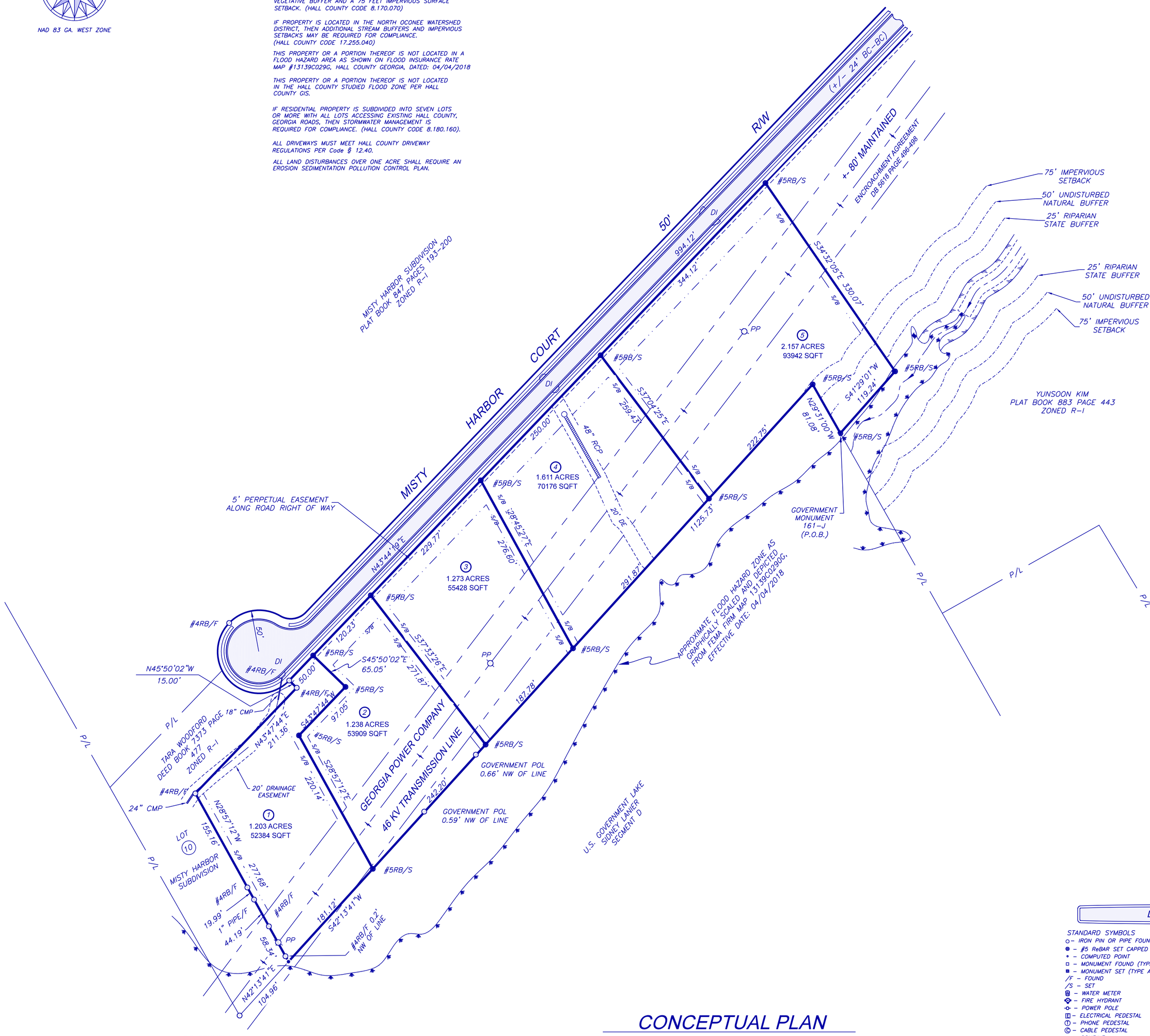
References

DEEDS:

(1) DEED BOOK 6764 PAGES 227-229
(2) DEED BOOK 8093 PAGES 660-670
(3) DEED BOOK 7833 PAGE 27
(4) DEED BOOK 5152 PAGES 385-387
(5) DEED BOOK 7373 PAGE 477
(6) DEED BOOK 8420 PAGE 284
(7) DEED BOOK 8138 PAGE 752
(8) DEED BOOK 8187 PAGE 723
(9) DEED BOOK 5962 PAGES 394-395
(10) DEED BOOK 8551 PAGE 124
(11) DEED BOOK 6777 PAGES 551-553
(12) DEED BOOK 2827 PAGES 79-100
(13) DEED BOOK 6911 PAGE 521
(14) DEED BOOK 7448 PAGE 566
(15) DEED BOOK 6756 PAGE 544
(16) DEED BOOK 847 PAGES 193-200
(17) DEED BOOK 8378 PAGES 621-622
(18) DEED BOOK 7511 PAGES 86-87
(19) DEED BOOK 1557 PAGES 170-172
(20) DEED BOOK 1540 PAGES 71-73
(21) DEED BOOK 1543 PAGES 113-15
(22) DEED BOOK 5618 PAGES 496-498

PLATS:

(1) PLAT BOOK 847 PAGES 193-200
(2) PLAT ENTITLED SURVEY FOR "YUNSOON AND JUNE KIM" PREPARED BY TOMMY J. PHILLIPS, DATED: APRIL 4, 2007, FILE NUMBER P1307.
(3) PLAT BOOK 858 PAGES 15-18
(4) PLAT BOOK 94 PAGE 172
(5) PLAT BOOK 851 PAGES 137-140
(6) PLAT BOOK 71 PAGE 205
(7) PLAT BOOK 870 PAGE 68
(8) PLAT BOOK 883 PAGE 443



SURVEY FOR:

Yunsoon Kim

LAND LOT 161 OF THE 8TH DISTRICT
HALL COUNTY, GEORGIA
PLAT DATE: 08/28/2023
JOB#23082801 DRAWING#23082801

CONCEPTUAL PLAN

PROPOSED 5 LOT S/D
LOTS RANGING FROM 1.203 ACRES TO 2.157 ACRES
SHEET 1 OF 2 - PLAT

General Notes

MATTERS OF ZONING AND LAND USE HAVE NOT BEEN VERIFIED. PARTIES INTERESTED IN ZONING OR LAND USE SHOULD CHECK WITH THE LOCAL ISSUING AUTHORITIES.

SUBJECT TO RIGHT OF WAYS AND EASEMENTS OF RECORD.

STATE OF GEORGIA AND CITY/COUNTY STREAM BUFFERS AND SETBACK REQUIREMENTS MAY APPLY TO THE SUBJECT PARCEL.

ALL PLATS, DRAWINGS, REPORTS, PLANS, SPECIFICATIONS, FIELD DATA AND NOTES, AND OTHER DOCUMENTS, INCLUDING ALL DOCUMENTS ON ELECTRONIC MEDIA, PREPARED BY D. KEITH KILBY, LS ARE INSTRUMENTS OF SERVICE, AND SHALL REMAIN THE PROPERTY OF D. KEITH KILBY, LS.

Survey Notes

TYPE OF SURVEY: SUBDIVISION

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 490,440 FEET.

FIELD DATE(S): 1/04/2022 – 5/12/2022

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CALCULATED POSITIONAL TOLERANCE OF 0.06 FEET OBTAINED FROM A COMBINATION OF REDUNDANT ANGULAR AND LINEAR MEASUREMENTS AND GPS OBSERVATIONS (STATIC, RTK AND NETWORK ADJUSTED RTK) AND WAS ADJUSTED USING LEAST SQUARES.

ALL DISTANCES, UNLESS OTHERWISE NOTED, ARE HORIZONTAL ON THE LOCAL SURFACE PLANE IN U.S. FEET.

EQUIPMENT USED FOR MEASUREMENT:
ANGULAR: GEOMAX ZIPPY 20
LINEAR: GEOMAX ZIPPY 20
GPS: CARLSON BRx7 (BASE & ROVER) MULT. FREQUENCY RECEIVERS

STATE PLANE OBTAINED FROM NTRIP eGPSVRS (RTN) WITH AN AVERAGE ERROR OF 0.03 FT HORIZONTAL

GRID SCALE FACTOR (GSF): 0.999904063048
ELEVATION SCALE FACTOR (ESF): 0.999950610844
COMBINED SCALE FACTOR (CSF): 0.99854678630
1/CSF: 1.000145342491

SCALE POINT (GRID TO GRND): SPC (GRID COORDINATE)

N: 1516286.97
E: 2356157.31

Property Information

CURRENT OWNER: YUNSOON KIM

STREET ADDRESS: 6527 MISTY HARBOUR COURT, FLOWERY BRANCH, GA. 30542

TAX PARCEL: 08149_000002A

WATER: CITY OF GAINESVILLE

SEWER: ON-SITE SEPTIC

ZONED: R-I

FRONT SET BACK: 55' FROM CENTERLINE ROAD OR 30' FROM PROPERTY LINE WHICHEVER IS GREATER.

SIDE SETBACK: 10' FROM PROPERTY LINE

REAR SETBACK: 20' FROM PROPERTY LINE

LAKE SIDNEY LANIER SETBACK: 0'

7.47 ACRES TOTAL

BEING SHOWN AS TRACT 1 ON THE PLAT RECORDED IN PLAT BOOK 883 PAGE 443 OF THE HALL COUNTY PLAT RECORDS

80' 0' 80' 160' 240'
Graphic Scale
SCALE: 1"=80'

SURVEYOR'S CERTIFICATION

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidence by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies 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 15-6-67.

D. Keith Kilby, PLS — 08/28/2023 DATE

NOTE: The … when this s… properly ob…

Preliminary for Review

Signature is valid only if original, in contrasting color of ink, and seal is embossed.

Notice of Reservations, Exceptions and Disclosures: This Survey and its findings does not constitute a title search or legal opinion by this Surveyor. All information used in the preparation of this survey was obtained from public records, file data, the client, or other sources as referenced. Other documents or conditions may exist that would affect the property and/or the opinion of this Surveyor. No certification or liability is extended to any party not named hereon under the caption "SURVEY FOR".

Legend

STANDARD SYMBOLS
- ○ – IRON PIN OR PIPE FOUND (TYPE AS NOTED)
- ● – #5 ReBAR SET CAPPED WITH LS NUMBER
- + – COMPUTED POINT
- □ – MONUMENT FOUND (TYPE AS NOTED)
- ■ – MONUMENT SET (TYPE AS NOTED)
- /F – FOUND
- /S – SET
- WM – WATER METER
- FH – FIRE HYDRANT
- PP – POWER POLE
- EP – ELECTRICAL PEDESTAL
- PP – PHONE PEDESTAL
- CP – CABLE PEDESTAL
- COMBINE

ABBREVIATIONS
- (P.O.B.) – POINT OF BEGINNING
- (P.O.C.) POINT OF COMMENCEMENT
- CON. – CONCRETE
- C/L – CENTERLINE
- D.E. – DRAINAGE EASEMENT
- INT – INTERSECTION
- R/W – RIGHT-OF-WAY
- P/L – PROPERTY LINE
- B/L – BUILDING LINE
- BC – BACK OF CURB

STANDARD LINE TYPES
- PROPERTY LINES
- RIGHT OF WAY
- POWER LINES
- FENCE (TYPE AS NOTED)

D. KEITH KILBY, PLS
Georgia ~ Tennessee ~ North Carolina
GSWCC Level II Design Professional
LAND SURVEYING ★ LAND PLANNING ★ CONSULTING
4630 Woodlane Drive
Oakwood, Ga. 30566
Office: (770)965-9700
www.TheKilbyGroup.com
COA#1243

eFiled and eRecorded
DATE: 08/21/2023
TIME: 1:30 PM
PLAT BOOK: 883
PAGE: 443 - 443
FILING FEES: $10.00
PART ID: 3319889938
RECORDED BY: CH
Charles Baker, C.S.C
Hall County, GA

This block is reserved for the Clerk of the Superior Court.

NAD 83 GA. WEST ZONE

Hall County Notes

ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK. (HALL COUNTY CODE 8.170.070)

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ALL DRIVEWAYS MUST MEET HALL COUNTY DRIVEWAY REGULATIONS PER Code § 12.40.

ALL LAND DISTURBANCES OVER ONE ACRE SHALL REQUIRE AN EROSION SEDIMENTATION POLLUTION CONTROL PLAN.

General Notes

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Survey Notes

TYPE OF SURVEY: COMBINATION

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 490,440 FEET.

FIELD DATE(S): 1/04/2022 - 5/12/2022

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CALCULATED POSITIONAL TOLERANCE OF 0.06 FEET OBTAINED FROM A COMBINATION OF REDUNDANT ANGULAR AND LINEAR MEASUREMENTS AND GPS OBSERVATIONS (STATIC, RTK AND NETWORK ADJUSTED RTK) AND WAS ADJUSTED USING LEAST SQUARES.

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EQUIPMENT USED FOR MEASUREMENT:
ANGULAR: GEOMAX ZIPPY 20
LINEAR: GEOMAX ZIPPY 20
GPS: CARLSON BRx7 (BASE & ROVER) MULT. FREQUENCY RECEIVERS

STATE PLANE OBTAINED FROM NTRIP eGPSVRS (RTN) WITH AN AVERAGE ERROR OF 0.03 FT HORIZONTAL

GRID SCALE FACTOR (GSF): 0.999904063048
ELEVATION SCALE FACTOR (ESF): 0.999950610844
COMBINED SCALE FACTOR (CSF): 0.99854678630
1/CSF: 1.000145342491

SCALE POINT (GRID TO GRND): SPC (GRID COORDINATE)

N: 1516286.97
E: 2356157.31

Property Information

CURRENT OWNER: THOUSAND ISLAND DEVELOPMENT, LLC
STREET ADDRESS: 6305 GAINES FERRY RD., FLOWERY BRANCH, GA. 30542
TAX PARCEL NUMBER: 08149 000002A
WATER: CITY OF GAINESVILLE
SEWER: ON-SITE SEPTIC
ZONED: R-I

CURRENT OWNER: YUNSOON KIM, THOUSAND ISLAND DEVELOPMENT, LLC 10970 OLD STONE COURT DULUTH GA. 30097
STREET ADDRESS: 6527 MISTY HARBOR COURT FLOWERY BRANCH, GA. 30542
TAX PARCEL NUMBER: 08149 0000134
WATER: CITY OF GAINESVILLE
SEWER: ON-SITE SEPTIC
ZONED: R-I

CURRENT OWNER: THOUSAND ISLAND DEVELOPMENT, LLC
STREET ADDRESS: 6319 GAINES FERRY RD., FLOWERY BRANCH, GA. 30542
TAX PARCEL NUMBER: 08149 000002
WATER: CITY OF GAINESVILLE
SEWER: ON-SITE SEPTIC
ZONED: R-I

References

DEEDS:

(1) DEED BOOK 6764 PAGES 227-229
(2) DEED BOOK 8093 PAGES 660-670
(3) DEED BOOK 7833 PAGE 27
(4) DEED BOOK 5152 PAGES 385-387
(5) DEED BOOK 7373 PAGE 477
(6) DEED BOOK 8420 PAGE 284
(7) DEED BOOK 8138 PAGE 752
(8) DEED BOOK 8187 PAGE 723
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(10) DEED BOOK 8551 PAGE 124
(11) DEED BOOK 6777 PAGES 551-553
(12) DEED BOOK 2827 PAGES 79-100
(13) DEED BOOK 6911 PAGE 521
(14) DEED BOOK 7448 PAGE 566
(15) DEED BOOK 6756 PAGE 544
(16) DEED BOOK 847 PAGES 193-200
(17) DEED BOOK 8378 PAGES 621-622
(18) DEED BOOK 7511 PAGES 86-87
(19) DEED BOOK 1557 PAGES 170-172
(20) DEED BOOK 1540 PAGES 71-73
(21) DEED BOOK 1543 PAGES 113-15

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(2) PLAT ENTITLED SURVEY FOR "YUNSOON AND JUNE KIM" PREPARED BY TOMMY J. PHILLIPS, DATED: APRIL 4, 2007, FILE NUMBER P1307.
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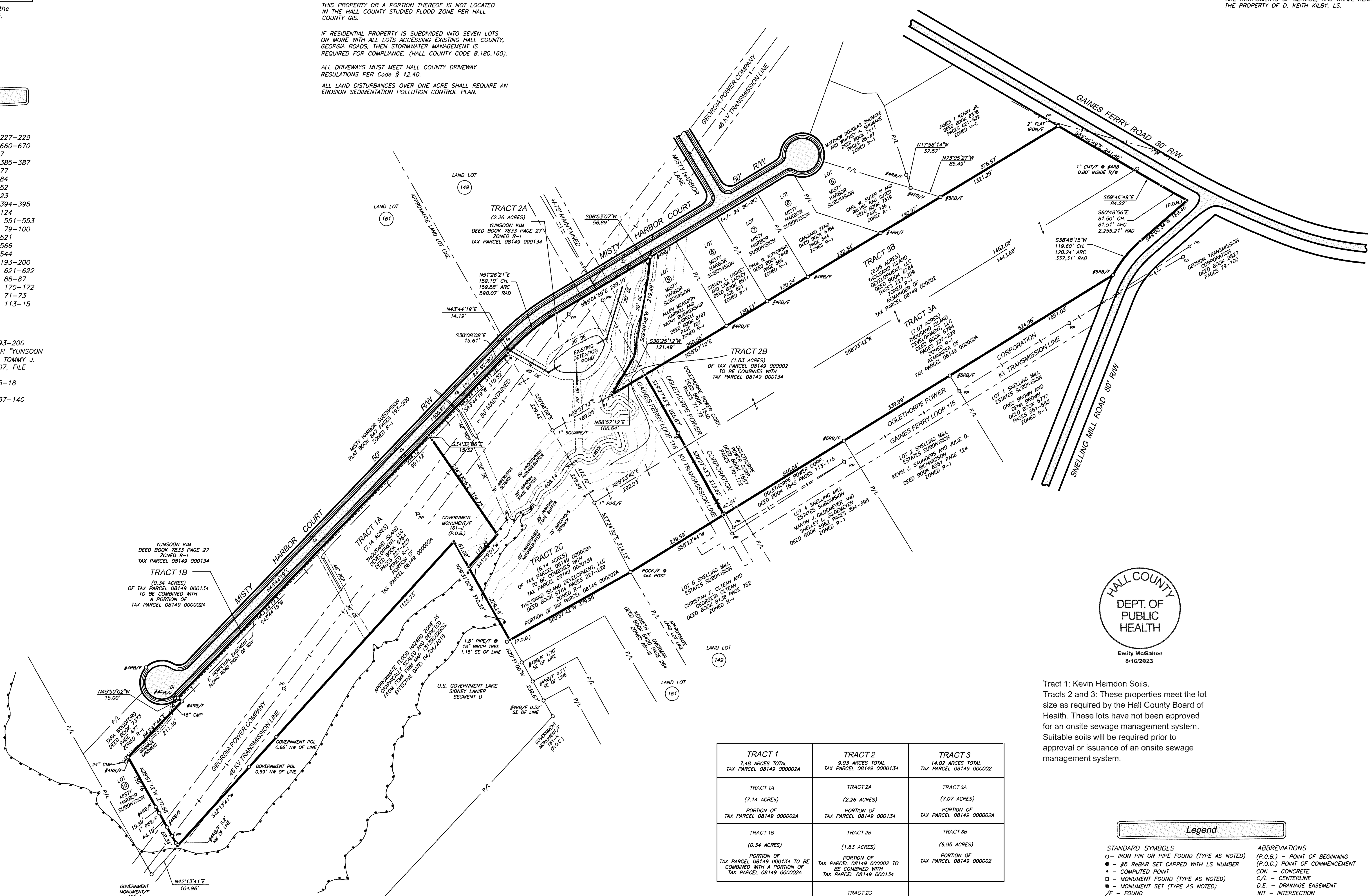
(4) PLAT BOOK 94 PAGE 172
(5) PLAT BOOK 851 PAGES 137-140
(6) PLAT BOOK 71 PAGE 205
(7) PLAT BOOK 870 PAGE 68

COUNTY ENGINEERS
APPROVED
Jason Skarda
8/16/2023
HALL COUNTY, GEORGIA



HALL COUNTY
DEPT. OF PUBLIC HEALTH
Emily McGahee
8/16/2023

Tract 1: Kevin Herndon Soils.
Tracts 2 and 3: These properties meet the lot size as required by the Hall County Board of Health. These lots have not been approved for an onsite sewage management system. Suitable soils will be required prior to approval or issuance of an onsite sewage management system.

TRACT 1	TRACT 2	TRACT 3
7.48 ARCES TOTAL TAX PARCEL 08149 000002A	9.93 ARCES TOTAL TAX PARCEL 08149 000134	14.02 ARCES TOTAL TAX PARCEL 08149 000002
TRACT 1A (7.14 ACRES) PORTION OF TAX PARCEL 08149 000002A	TRACT 2A (2.26 ACRES) PORTION OF TAX PARCEL 08149 000134	TRACT 3A (7.07 ACRES) PORTION OF TAX PARCEL 08149 000002A
TRACT 1B (0.34 ACRES) PORTION OF TAX PARCEL 08149 000134 TO BE COMBINED WITH A PORTION OF TAX PARCEL 08149 000002A	TRACT 2B (1.53 ACRES) PORTION OF TAX PARCEL 08149 000002 TO BE COMBINED WITH TAX PARCEL 08149 000134	TRACT 3B (6.95 ACRES) PORTION OF TAX PARCEL 08149 000002
	TRACT 2C (6.14 ACRES) PORTION OF TAX PARCEL 08149 000002A TO BE COMBINED WITH TAX PARCEL 08149 000134	

31.43 ACRES TOTAL
(TRACTS 1,2, AND 3)

Graphic Scale
SCALE: 1"=150'

SURVEYOR'S CERTIFICATION

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidence by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies 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 15-6-67.

D. Keith Kilby, PLS — 01/19/2023 DATE

GEORGIA PROFESSIONAL LAND SURVEYOR NO. 2911 D. KEITH KILBY

NOTE: The approval signatures were not in place when this survey was issued and are to be properly obtained prior to Recording.

Signature is valid only if original, in contrasting color of ink, and seal is embossed.

Notice of Reservations, Exceptions and Disclosures: This Survey and its findings does not constitute a title search or legal opinion by this Surveyor. All information used in the preparation of this survey was obtained from public records, file data, the client, or other sources as referenced. Other documents or conditions may exist that would affect the property and/or the opinion of this Surveyor. No certification or liability is extended to any party not named hereon under the caption "SURVEY FOR".

Legend

STANDARD SYMBOLS
- IRON PIN OR PIPE FOUND (TYPE AS NOTED)
- #5 ReBAR SET CAPPED WITH LS NUMBER
- COMPUTED POINT
- MONUMENT FOUND (TYPE AS NOTED)
- MONUMENT SET (TYPE AS NOTED)
- /F - FOUND
- /S - SET
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- FIRE HYDRANT
- POWER POLE
- ELECTRICAL PEDESTAL
- PHONE PEDESTAL
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- D.E. - DRAINAGE EASEMENT
- INT - INTERSECTION
- R/W - RIGHT-OF-WAY
- P/L - PROPERTY LINE
- B/L - BUILDING LINE
- BC - BACK OF CURB

STANDARD LINE TYPES
- PROPERTY LINES
- RIGHT OF WAY
- POWER LINES
- FENCE (TYPE AS NOTED)

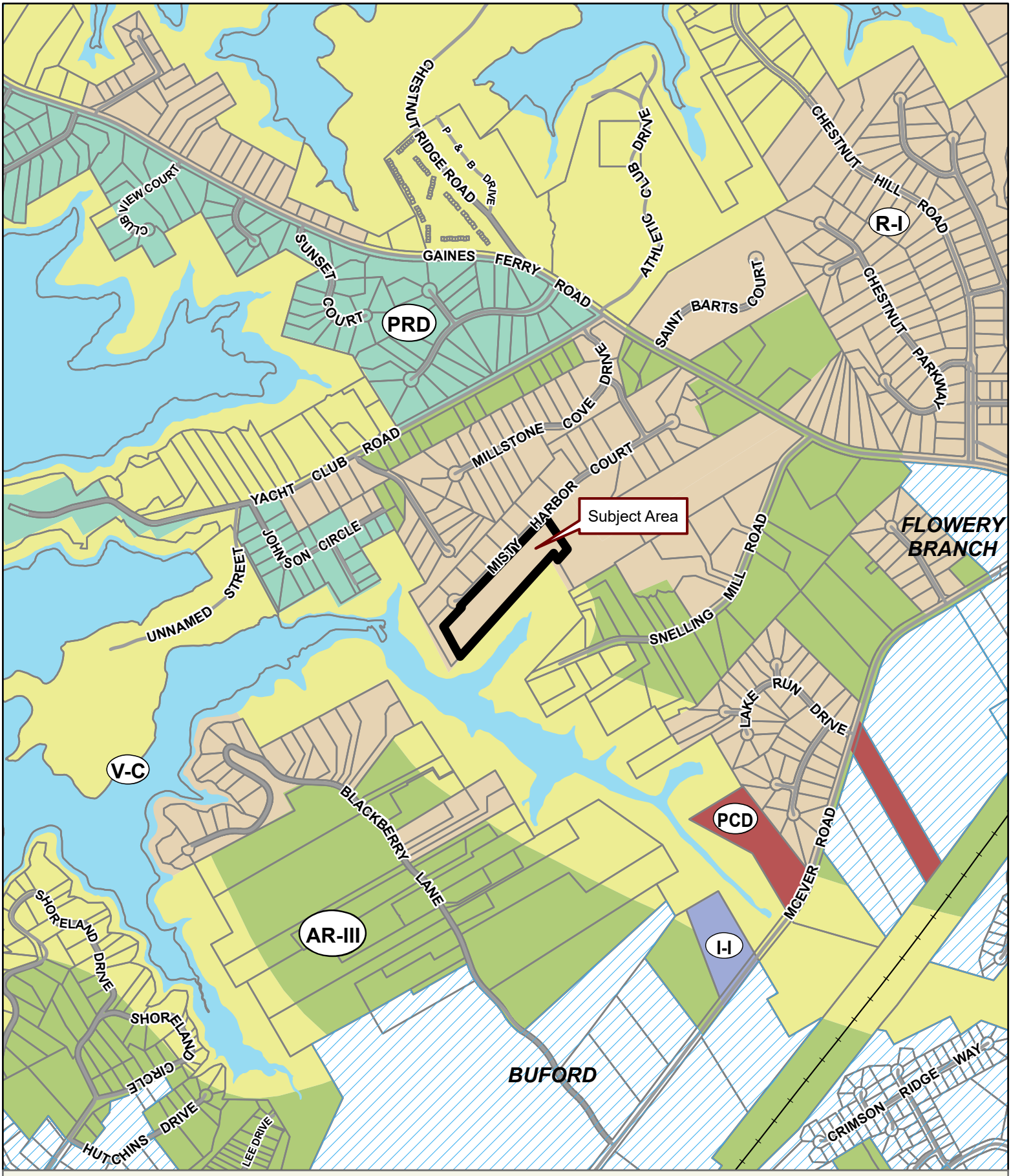
SURVEY FOR:

Yunsoon Kim

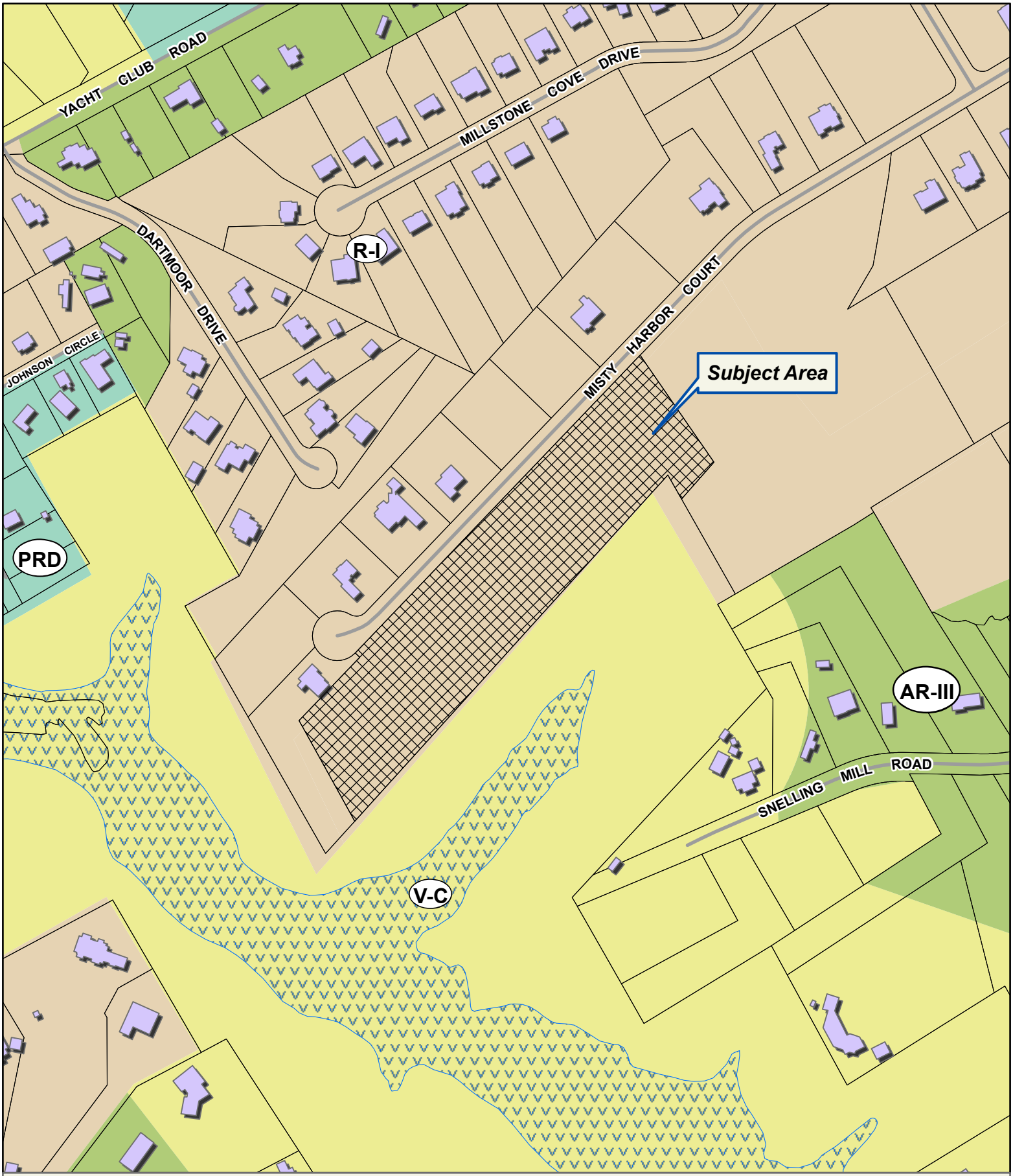
LAND LOT 161 OF THE 8TH DISTRICT
HALL COUNTY, GEORGIA
PLAT DATE: 01/19/2023
JOB#20092901 DRAWING#20092901_TR3

RECORDING PERMIT
BY Beth Garmon
HALL COUNTY PLANNING COMMISSION
DATE: 8/11/2023

D. KEITH KILBY, PLS
Georgia ~ Tennessee ~ North Carolina
GSWCC Level II Design Professional
LAND SURVEYING • LAND PLANNING • CONSULTING
The Kilby Group
4630 Woodline Drive
Oakwood, Ga. 30566
Office: (770)965-9700
www.TheKilbyGroup.com
COA#1243



Applicant: YUNSOON KIM
Tax Parcel #: 08149 000171
Location: 6545 MISTY HARBOR COURT, FLOWERY BRANCH, GA 30542
Commission District 2 **PC Mtg. Date: 01/02/24**

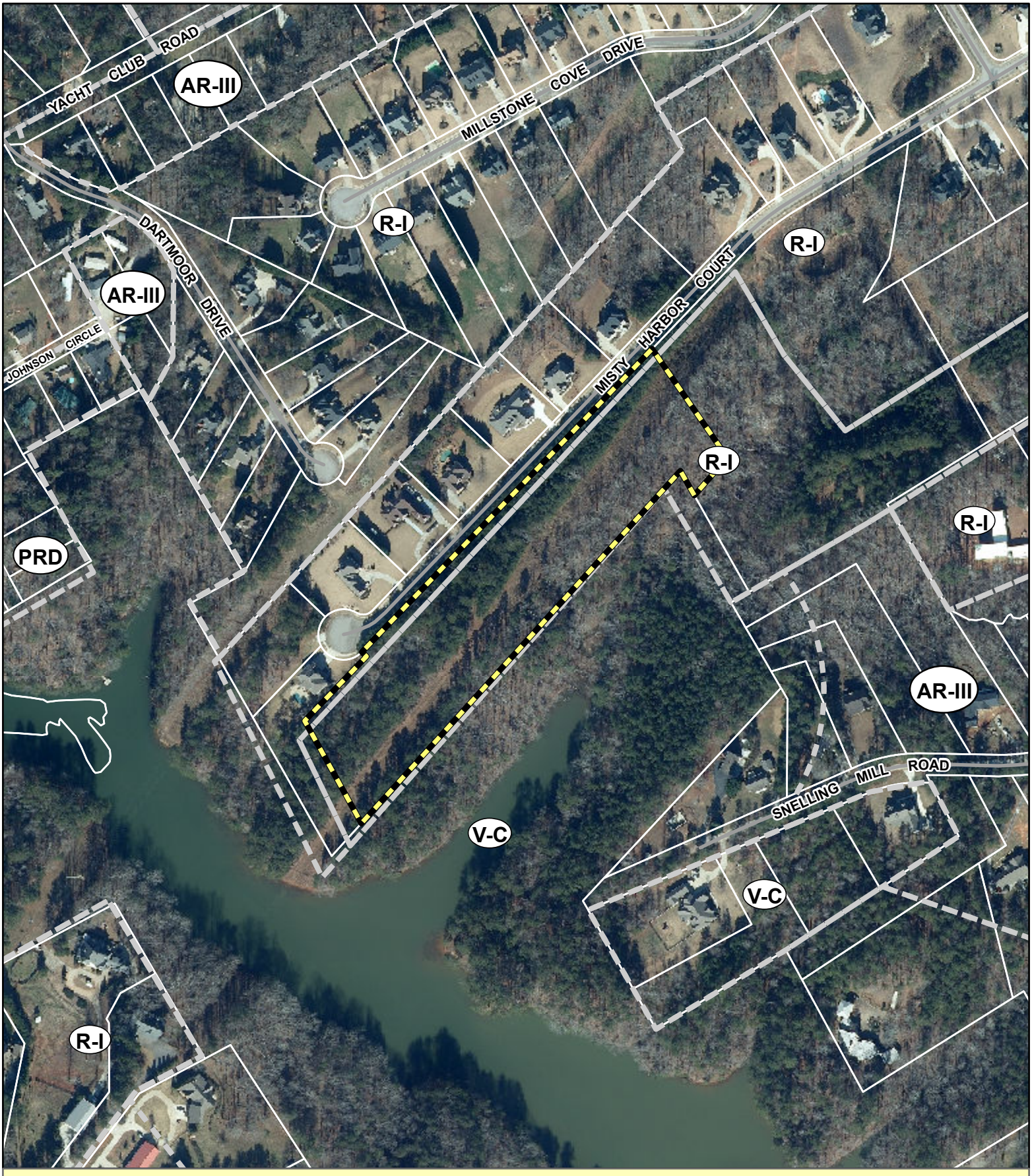


Applicant: YUNSOON KIM
Tax Parcel #: 08149 000171
Location: 6545 MISTY HARBOR COURT, FLOWERY BRANCH, GA 30542
Commission District 2 **PC Mtg. Date: 01/02/24**

0 90 180 360
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: YUNSOON KIM
Tax Parcel #: 08149 000171
Location: 6545 MISTY HARBOR COURT, FLOWERY BRANCH, GA 30542
Commission District 2 **PC Mtg. Date: 01/02/24**

0 90 180 360
Feet

Zoning Boundary
City Limits
Subject Area

N

000227

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 4 day of December
20 10 at 11:38 Am. Recorded in Deed
Book 6764 Page(s) 227-229
Charles Baker, Clerk By JN

Return to:
Belle Isle Law Group, LLC
178 South Main Street, Suite 250
Alpharetta, GA 30009
BI No.: A100088

020328

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ -0-
Date 11-4-10
Charles Baker
Superior Court Clerk
By JN

PT61 069- 2010-006444

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FULTON

THIS INDENTURE, made the 6th day of October, 2010, between

YUNSOON KIM and JUNE J. KIM

of the County of FULTON, and State of Georgia, as part y or parties of the first part, hereinafter called Grantor, and

THOUSAND ISLAND DEVELOPMENT LLC

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor for and in consideration of the sum of **TEN AND NO/100 DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION,** in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the said described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

Witness

YUNSOON KIM (Seal)

Notary Public

JUNE J. KIM (Seal)

(Seal)

(Seal)

C C CHUNG
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES AUGUST 26, 2012

A100085

Exhibit "A"
Legal Description

6319 GAINES FERRY ROAD, FLOWERY BRANCH, GA 30542:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 149 OF THE 8TH DISTRICT, HALL COUNTY, GEORGIA, CONTAINING 8.479 ACRES, AND MORE FULLY DESCRIBED ACCORDING TO A PLAT OF SURVEY MADE BY HENRY BAILEY, SURVEYOR, DATED February 10, 1984, REVISED November 5, 1984, AND December 20, 1984, AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE SOUTHWEST SIDE OF THE RIGHT OF WAY OF GAINES FERRY ROAD, WHICH IRON PIN IS LOCATED 189.83 FEET NORTHWEST OF THE RIGHT OF WAY OF SNELLING MILL ROAD AT ITS INTERSECTION WITH GAINES FERRY ROAD; THENCE FROM SAID BEGINNING POINT SOUTH 58 DEGREES 09 MINUTES 13 SECONDS WEST 1736.93 FEET; THENCE ALONG THE LINE BETWEEN LAND LOTS 149 AND 161, NORTH 30 DEGREES 22 MINUTES 33 SECONDS WEST 228.79 FEET TO AN IRON PIN; THENCE NORTH 58 DEGREES 43 MINUTES 50 SECONDS EAST 1616.1 FEET TO AN IRON PIN; THENCE ALONG THE SOUTHWEST SIDE OF THE RIGHT OF WAY OF GAINES FERRY ROAD, SOUTH 60 DEGREES 16 MINUTES 55 SECONDS EAST 241.59 FEET TO THE BEGINNING CORNER.

6305 GAINES FERRY ROAD, FLOWERY BRANCH, GA 30542:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 149 AND 161 OF THE 8TH DISTRICT, HALL COUNTY, GEORGIA, AND BEING SHOWN AND DELINEATED N PLAT OF SURVEY PREPARED BY B. K. ROCHESTER, JR., REGISTERED LAND SURVEYOR NO. 1534, ON SURVEY FOR FRANK D. BINKLEY, DATED MAY 15, 1984, SHOWN AS CONTAINING 20.482 ACRES (INCLUSIVE OF GEORGIA POWER COMPANY EASEMENT) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF SNELLING MILL ROAD (SAME HAVING A 50 FOOT RIGHT OF WAY) AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF GAINES FERRY ROAD (SAME HAVING AN 80 FOOT RIGHT OF WAY); THENCE RUNNING SOUTH 49 DEGREES 12 MINUTES 47 SECONDS WEST ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SNELLING MILL ROAD, A DISTANCE OF 200.91 FEET TO A POINT; THENCE CONTINUING TO RUN SOUTHWESTERLY ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SNELLING MILL ROAD, AND FOLLOWING THE CURVATURE THEREOF, AN ARC DISTANCE OF 53.8 FEET TO AN IRON PIN (SUCH ARC BEING SUBTENDED BY A CHORD HAVING A DISTANCE OF 53.7 FEET AS MEASURED ON A COURSE OF SOUTH 43 DEGREES 05 MINUTES 58 SECONDS WEST FROM THE PREVIOUS CALL); THENCE RUNNING SOUTH 56 DEGREES 20 MINUTES 49 SECONDS WEST A DISTANCE OF 1593.09 FEET TO A ROCK LOCATED ON THE

SOUTH LAND LOT LINE OF LAND LOT 149; THENCE RUNNING SOUTH 60 DEGREES 34 MINUTES 34 SECONDS WEST A DISTANCE OF 379.91 FEET TO AN IRON PIN; THENCE RUNNING NORTH 29 DEGREES 32 MINUTES 30 SECONDS WEST A DISTANCE OF 311.05 FEET TO A CONCRETE MONUMENT; THENCE RUNNING SOUTH 42 DEGREES 11 MINUTES 40 SECONDS WEST A DISTANCE OF 1126.05 FEET TO AN IRON PIN; THENCE RUNNING NORTH 28 DEGREES 59 MINUTES 02 SECONDS WEST A DISTANCE OF 277.44 FEET TO AN IRON PIN; THENCE RUNNING NORTH 43 DEGREES 44 MINUTES 14 SECONDS EAST A DISTANCE OF 1515.73 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 29 DEGREES 35 MINUTES 57 SECONDS EAST A DISTANCE OF 229.86 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 30 DEGREES 09 MINUTES 56 SECONDS EAST A DISTANCE OF 228.85 FEET TO AN IRON PIN; THENCE RUNNING NORTH 58 DEGREES 21 MINUTES 50 SECONDS EAST A DISTANCE OF 1736.93 FEET TO AN IRON PIN LOCATED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF GAINES FERRY ROAD; THENCE RUNNING SOUTH 60 DEGREES 04 MINUTES 18 SECONDS EAST ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF GAINES FERRY ROAD A DISTANCE OF 20 FEET TO A POINT; THENCE RUNNING SOUTH 60 DEGREES 04 MINUTES 18 SECONDS EAST ALONG THE SOUTHWESTERLY RIGHT OF WAY LIEN OF GAINES FERRY ROAD A DISTANCE OF 140.52 FEET TO A POINT; THENCE RUNNING ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF GAINES FERRY ROAD AN ARC DISTANCE OF 29.31 FEET TO THE POINT OF BEGINNING (SUCH ARC BEING SUBTENDED BY A CHORD HAVING A DISTANCE OF 29.31 FEET AS MEASURED ON A COURSE OF SOUTH 60 DEGREES 42 MINUTES 21 SECONDS EAST FOR THE PREVIOUS CALL).

BK7833PG027

000441

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 0
Date 1/6/17
Charles Baker
Superior Court Clerk
By ER

PT61 069- 2016-008408

FILED
HALL CO., GA.
17 JAN -6 AM 8:50
CHARLES BAKER, CLERK
SUPERIOR-STATE COURT
BY ER

SHERIFF'S TAX DEED

STATE OF GEORGIA, COUNTY OF HALL

THIS INDENTURE, Made this day of **November 1, 2016**, between **Darla Eden**, Tax Commissioner, Ex-Officio Sheriff of said county, and **Yunsoon Kim, whose address is 10970 Old Stone Ct, Johns Creek, GA 30097.**

WHEREAS, **Darla Eden**, Ex-Officio Sheriff of said County, did issue on **April 6, 2016**, a writ of fieri facias issued by the Tax Commissioner of said County against (Defendant in Fifa) **Misty Harbor, LLC**, for state and county taxes for the year(s) **2008-2015**, upon a tract of land lying in said County and hereinafter more fully described, the property levied upon as the property of (Current Record Holder) **Misty Harbor, LLC**, and after due and legal advertisement in **The Times**, a newspaper published in Hall County in which Sheriff's advertisements are published, the said Ex-Officio Sheriff proceeded on the **1st day of November 2016**, the same being a day of sale, to offer the property for sale and **Yunsoon Kim**, being then and there the highest bidder at and for the sum of **$7,631.94 (Seven Thousand Six Hundred Thirty One Dollars and Ninety Four Cents)**, the said property was then and there knocked off to **Yunsoon Kim.**

NOW, **Darla Eden**, Ex-Officio Sheriff, in consideration of the sum of **$7,631.94 (Seven Thousand Six Hundred Thirty One Dollars and Ninety Four Cents)**, cash to him in hand paid by **Yunsoon Kim,** at and before the sealing and delivery of these presents, the receipt thereof is hereby acknowledged, has granted, bargained, and sold and by these presents grant, bargain, and sell unto the said **Yunsoon Kim,** his heirs and assigns (so far as the office of Ex-Officio Sheriff authorizes him to sell) the following described property, to wit:

All that tract of land being in Land Lot 161, 8th District, Hall County, Georgia, being an open space area of Misty Harbor Subdivision, said property is a portion of that property described in a deed of record in Deed Book 5152, Page 385, and shown on a Plat in Plat Book 847, Pages 196 and 197.

TO HAVE AND TO HOLD the said premises, unto the said **Yunsoon Kim,** his heirs and assigns, in as full and ample a manner as the same was held and possessed by the said **Misty Harbor, LLC,** when the property was levied upon and sold

IN WITNESS WHERE OF, THE SAID Darla Eden, Tax Commissioner, Ex-Officio Sheriff of **Hall** County, Georgia, has hereunto set his hand and affixed his seal to the day and year first above written

Darla Eden
Darla Eden
Ex-Officio Sheriff, **Hall** County, Georgia

Signed, sealed and delivered in the presence of:

Witness

Notary Public, Hall Co., GA
My Commission Expires

My Commission Expires February 5, 2017

Map & Parcel # 08149 000134

FILED & RECORDED
DATE: 5/29/2018
TIME: 12:43 pm (mt
DEED BOOK: 8093
PAGE: 660-670
FILING FEES: 30.00
Charles Baker, C.S.C.
Hall County, GA

✓ Return Recorded Document to:
JSW & ASSOCIATES, LLC
5855 MEDLOCK BRIDGE PKWY
SUITE 100
JOHNS CREEK, GA 30022

PLEASE CROSS-REFERENCE:
DEED BOOK 7833, PAGE 27
HALL COUNTY,
GEORGIA RECORDS

AFFIDAVIT

As to Matters Affective Title to Real Property

STATE OF GEORGIA
COUNTY OF FULTON

Personally appearing before me, the undersigned, John S. Woo, Attorney, does depose and say an oath as follows:

That deponent is an Attorney at Law, and is authorized to make this affidavit through personal knowledge of the facts contained herein.

That deponent was retained by Yunsoon Kim, the highest bidder and purchaser of that certain real property (the "Property"), more particularly described below, at a tax auction sale by the Tax Commissioner and Ex-Officio Sheriff of Hall County:

Map Code ID No.:	08149 000134
Property Description:	All that tract and parcel of land being in Land Lot 161, of the 8th District, Hall County, Georgia, being an open space area of Misty Harbor Subdivision, said property is a portion of that property described in a deed of record in Deed Book 5152, Page 385, and shown on a Plat in Plat Book 847, Pages 196 and 197, having the address of 6527 Misty Harbor Ct., Flowery Branch, Georgia, according to the present system of numbering.

That the conveyance of said property through the tax sale is recorded in Deed Book 7833, Page 27, Hall County, Georgia records, filed of record on January 6, 2017 (the "Tax Deed").

That the tax foreclosure relating to the Tax Deed was correct and complete.

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT TRACT OF LAND BEING IN LAND LOT 161, 8TH DISTRICT, HALL COUNTY, GEORGIA, BEING AN OPEN SPACE AREA OF MISTY HARBOR SUBDIVISION, SAID PROPRTY IS A PORTION OF THAT PROPERTY DESCRIBED IN A DEED OF RECORD IN DEED BOOK 5152, PAGE 385, AND GHOWN ON A PLAT IN PLAT BOOK 847, PAGES 196 AND 197.

Anael Dominguez (CDI: Planning)

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

Please find Environmental Health comments below:

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

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

Item 3, 4732 Cool Springs Road, Palmer: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation. HPLT23-0245 has been created by the applicant; however, they have not submitted the plat for the Hall County Plat Review Team to review as of this date. The applicant was contacted on 11.17.23 to submit the plat for review in HPLT23-0245.

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

Item 5, 5348 Channel Drive, Ratcliffe: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process. This plat is currently under review by the Hall County Plat Review Team and Environmental Health contacted the owner on May 5, 2023 concerning requirements to further process the plat for review.

Item 6, 6512 Misty Harbor Court: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process. This plat is currently under review by the Hall County Plat Review Team and Environmental Health contacted the applicant/surveyor on September 20, 2023 concerning requirements to further process the plat for review.

Item 7, 2955 Candler Road, Gilliam: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

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

Anael Dominguez (CDI: Planning)

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

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

See comments below, in red.

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

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

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

HALL COUNTY
GEORGIA
We have it all in Hall

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

Good afternoon –

Here is the Tentative Agenda and Maps for the **Tuesday, January 2, 2024** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday, December 1st.** Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – December 18, 2023

OLD BUSINESS

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

NEW BUSINESS

2. **3806 Chestatee Road | Variance |** 16.50.040 to reduce the road frontage requirement from 90 feet to 50 feet | on a 13.28± acre tract located on the north side of Chestatee Road, at its intersection with Chestatee Cut Off | Zoned AR-III, Tax Parcel 10024 000045 | **Proposed Use: 2-lot subdivision** | * Commission District 2 **| Mark Kennedy, applicant.** No GDOT coordination required

3. **4732 Cool Springs Road | Variance |** 16.50.040 to reduce the road frontage requirement from 90 feet to 64 feet | on a 3.55± acre tract located on the north side of Cool Springs Road, approximately 383 feet from its intersection with Forest Boulevard | Zoned AR-III, Tax Parcel 10052 000004 | **Proposed Use: 2-lot subdivision** | * Commission District 2 | **Mariana Palmer, applicant**. No GDOT coordination required

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

5. **5348 Channel Drive | Amend Conditions of Zoning |** on a 17.60± acre tract located on the south side of Channel Drive, approximately 2,085 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15001C000007 | **Proposed Use: 2-lot subdivision** | ** Commission District 3 | **Robert Ratcliffe, applicant.** No GDOT coordination required

6. **6512 Misty Harbor Court | Use Subject to County Commission Approval** | 17.60.040.H Minor subdivisions | on a 7.14± acre tract on the east side of Misty Harbor Court, approximately 1,000 feet from its intersection with Misty Harbor Lane | Zoned R-I; Tax Parcel 08149 000002C | **Proposed Use: 5-lot subdivision** | ** Commission District 2 | **Yunsoon Kim, applicant**. No GDOT coordination required

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

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

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

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

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

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

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Srikanth Yamala

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

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development

From: Bill Nash, Director of Public Works and Utilities

Date: November 30, 2023

Subject: January 2, 2024 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the January 2, 2024 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **3428 Cagle Road | Variance |** from 17.240.010 to reduce the front yard setback from 55 feet from centerline of road to 40 feet from centerline of road | on a 0.57± acre parcel located on the south side of Cagle Road, approximately 810 feet from its intersection with Ridge Drive | Zoned R-I, Tax Parcel 09106A002019 | **Proposed Use: residential addition** | * Commission District 3 | **Lee Bishop, applicant.**

   a. **Engineering:** Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
   b. **Traffic:** No Comment
   c. **Utilities:** No Comment

2. **3806 Chestatee Road | Variance |** 16.50.040 to reduce the road frontage requirement from 90 feet to 50 feet | on a 13.28± acre tract located on the north side of Chestatee Road, at its intersection with Chestatee Cut Off | Zoned AR-III, Tax Parcel 10024 000045 | **Proposed Use: 2-lot subdivision** | * Commission District 2 **| Mark Kennedy, applicant.**

   a. **Engineering:** Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
   Show FEMA and Hall County studied Flood plains that are present on site
   b. **Traffic:** Driveway sight distance
   c. **Utilities:** Hall County sewer- no connection within feasible distance

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

10052 000004 | **Proposed Use: 2-lot subdivision** | * Commission District 2 | **Mariana Palmer, applicant**.

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

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

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

5. **5348 Channel Drive | Amend Conditions of Zoning |** on a 17.60± acre tract located on the south side of Channel Drive, approximately 2,085 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15001C000007 | **Proposed Use: 2-lot subdivision** | ** Commission District 3 | **Robert Ratcliffe, applicant.**

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   b. **Traffic:** Driveway sight distance
   c. **Utilities:** Gainesville/ Hall sewer district: no sewer connection within feasible distance.

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

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
   b. **Traffic:** No Comment

c. **Utilities:** Flowery Branch sewer district

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

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

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Friday, December 1, 2023 1:55 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning)
Subject: Fire Comments

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

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

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

Regards,

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

ZONING NOTICE

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

APPLICANT: YUNSOON KIM

REQUEST: USE SUBJECT TO COUNTY COMMISSION APPROVAL FOR A 5-LOT SUBDIVISION

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: FEB. 05, 2024
Time: 5:15 PM

&

COUNTY COMMISSION
Date: MAR. 14, 2024
Time: 6:00 PM

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Dec 21, 2023 12:02:27
6568 Misty Harbor Court
Flowery Branch
Hall County
Georgia

AGENDA ITEM

Planning and Development

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 111/2024

SUBJECT: **0 Cornelia Highway | Rezone |** from Agricultural Residential IV (AR-IV) and Planned Commercial Development (PCD) to Light Industrial (I-I) | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350± feet north of Cornelia Highway | Zoned AR-IV and PCD (GCOD), Tax Parcel 09030 000030 **| Proposed Use: Self-storage facility |** Commission District 3 **| Double E Properties, LLC, applicant.**

Meetings:

Work Session Date: 03/11/24 **Voting Meeting Date:** 03/14/24

Executive Summary:

Presenter: BG
Recommendation:

Approval.

Conditions:

1. The property shall be developed in accordance with the site plan submitted on December 19, 2023 and as described in the project narrative submitted on December 8, 2023 as well as the architectural renderings labeled as Exhibits A and B, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval. The area designated as "Potential Future Development" on the site plan is not approved as a function of this decision. Development of the area designated as "Potential Future Development" shall require a separate review and be subject to development standards in place at time of submittal.
2. Development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420), except as described in the conditions herein.
3. Final review and approval of building elevations is subject to the Director of Community Development and Infrastructure, or their designee.
4. Any proposed building shall be no greater than three (3) stories in height, in addition to one (1) basement level.
5. Access to the development shall be approved by Hall County Traffic and/or the Georgia Department of Transportation, whichever applies.
6. All conditions of zoning shall be made a part of any plat(s) or construction plans created for the property.
7. A 25 foot transitional buffer shall be required with a 6 foot opaque fence along tax parcel 09030 000029. A 25 foot buffer shall be required where the subject property is adjacent to agricultural-residential zoned property.
8. 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."
9. The following statement regarding the potential impacts of industrial operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants and users of the property shown on this plat are hereby informed of the impacts associated with the existing commercial and industrial practices which take place on the adjacent and nearby properties that include, but are not limited to noise, odors, dust, and the operation of machinery and motor vehicles. The owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
10. Where storage buildings are located adjacent to drive aisles, parallel parking shall be provided and the drive aisles shall remain at least 26 feet wide.
11. A 6 foot high ornamental fence with brick or stone columns shall be installed along the right-of-way of Tribble Gap Road at the front entrance to the development.
12. Any chain-link security fence shall be vinyl-coated, with the exception of the previously mentioned opaque fence.

Purpose of Request:

0 Cornelia Highway | Rezone | from Agricultural Residential IV (AR-IV) and Planned Commercial Development (PCD) to Light Industrial (I-I) | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350± feet north of Cornelia Highway | Zoned AR-IV and PCD (GCOD), Tax Parcel 09030 000030 | **Proposed Use: Self-storage facility |** Commission District 3 | **Double E Properties, LLC, applicant.**

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
AD	BG	WLI	CR

Clerk
JR

Attachments:
Board Memo
Recommendation Report
Application
Narrative
Site Plan
Maps
Renderings
Deed
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Public Comment
Notice Sign Photo

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

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

From: Beth Garmon, Assistant Director of Planning & Development

Date: February 26, 2024

Subject: **(A) 0 Cornelia Highway | Rezone** | from Agricultural Residential IV (AR-IV) and Planned Commercial Development (PCD) to Light Industrial (I-I) | on a 9.39± acre tract | **Proposed Use: Self-storage facility** | **Double E Properties, LLC, applicant**

The request before you is the request of Double E Properties, LLC to Rezone from Agricultural Residential IV (AR-IV) and Planned Commercial Development (PCD) to Light Industrial (I-I) to allow a self-storage facility. This item is located within Commission District 3.

At their February 5, 2024 meeting, the Hall County Planning Commission voted to recommend approval with twelve (12) conditions **(5-0)**.

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

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

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan submitted on December 19, 2023 and as described in the project narrative submitted on December 8, 2023 as well as the architectural renderings labeled as Exhibits A and B, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval. The area designated as “Potential Future Development” on the site plan is not approved as a function of this decision. Development of the area designated as “Potential Future Development” shall require a separate review and be subject to development standards in place at time of submittal.

2. Development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420), except as described in the conditions herein.
3. Final review and approval of building elevations is subject to the Director of Community Development and Infrastructure, or their designee.
4. Any proposed building shall be no greater than three (3) stories in height, in addition to one (1) basement level.
5. Access to the development shall be approved by Hall County Traffic and/or the Georgia Department of Transportation, whichever applies.
6. All conditions of zoning shall be made a part of any plat(s) or construction plans created for the property.
7. A 25 foot transitional buffer shall be required with a 6 foot opaque fence along tax parcel 09030 000029. A 25 foot buffer shall be required where the subject property is adjacent to agricultural-residential zoned property.
8. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
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12. Any chain-link security fence shall be vinyl coating, with the exception of the previously mentioned opaque fence.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Double E Properties, LLC

Request ..... **(A)** Rezone | from Agricultural Residential IV (AR-IV, 17.120) and Planned Commercial Development (PCD, 17.180.080) / Gateway Corridors Overlay District (GCOD, 17.420) to Light Industrial (I-I, 17.160) / Gateway Corridors Overlay District (GCOD, 17.420)
(B) Variance | 17.420.050.C.2.c to reduce the required transitional buffer from 50 feet to 25 feet from the left side and rear property lines

Proposed Use ..... Self-storage facility

Size ..... 9.39± acres

Zoning ..... Current Agricultural Residential IV (AR-IV, 17.120) and Planned Commercial Development (PCD, 17.180.080) / Gateway Corridors Overlay District (GCOD, 17.420) | Proposed Light Industrial (I-I, 17.160) / Gateway Corridors Overlay District (GCOD, 17.420)

Location ..... **0 Cornelia Highway |** Tax Parcel 09030 000030

Commission District ..... Three

Planning Commission Date ..... February 5, 2024

Staff Recommendation ..... **(A) Approval, with conditions,** as the proposed use and rezoning requests are consistent with surrounding development and business types; and **(B) Denial,** as no hardship exists pursuant to the criteria found in 2.60.030.

Planning Commission Recommendation.....**(A)** Approval, with conditions
Vote: 5-0
(B) Approval, with conditions
Vote: 5-0

(A) & (B) Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan submitted on December 19, 2023 and as described in the project narrative submitted on December 8, 2023 as well as the architectural renderings labeled as Exhibits A and B, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval. The area designated as “Potential Future Development” on the site plan is not approved as a function of this decision. Development of the area designated as “Potential Future Development” shall require a separate review and be subject to development standards in place at time of submittal.
2. Development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420), except as described in the conditions herein.
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12. Any chain-link security fence shall be vinyl coating, with the exception of the previously mentioned opaque fence.

Staff Recommended Conditions:

1. The property shall be developed in accordance with the site plan submitted on December 19, 2023 and as described in the project narrative submitted on December 8, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site

plan approval. The area designated as "potential future development" on the site plan is not approved as a function of this decision. Development of the area designated as "potential future development" shall require a separate and be subject to development standards in place at time of submittal.

2. Development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420), except as described in the conditions herein.
3. Final review and approval of building elevations is subject to the Director of Community Development and Infrastructure, or their designee.
4. Any proposed building shall be no greater than three (3) stories in height, in addition to one (1) basement level.
5. Access to the development shall be approved by Hall County Traffic and/or the Georgia Department of Transportation, whichever applies.
6. All conditions of zoning shall be made a part of any plat(s) or construction plans created for the property.

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:

17.420.050.C.2.c Transitional Buffers – Width of Transitional Buffer

- Where an industrial zoning district abuts property zoned for residential or agricultural use, the minimum width shall be 50 feet.
    - Applicant requests relief from this requirement and has proposed a buffer width of 25 feet along the rear and left side property lines.

17.420.050.D.1 Other Landscape and Screening Standards

- Building perimeter walls. Shrubs shall be planted within ten feet of the foundation of the primary structure along each building facade at the rate of at least 20 shrubs per 100 lineal feet of building facade except for sides or rear of building used for loading or service areas.
    - Applicant does not propose the planting of shrubs within ten feet of either of the two largest structures.

17.420.050.G.1 Interparcel Access

- Interparcel access, joint driveways, cross access drives and access easements shall be strongly encouraged for adjacent non-residential development along an arterial or collector street, except where the director determines that they are unfeasible because of topographic or other site-specific constraints.
    - Applicant does not propose interparcel connection on the site plan or in the submitted narrative.

17.420.050.H.1.c Architectural Standards for Non-residential Buildings

- Non-residential buildings shall have at least 1,000 square feet of heated floor space.
    - Applicant has proposed a storage building measuring 800 square feet in area.

17.420.050.H.2.a Architectural Standards for Non-residential Buildings

- The use of a common palette of building materials should be maintained for all four sides of principal buildings to create a consistent and traditional architectural identity. For large commercial/retail buildings and multifamily buildings, variation in building materials, texture, and depth should be employed to provide design variation.
    - Applicant requests that only building sides which are visible from Cornelia Highway (State Route 365) adhere to this standard.

Public Forum:

There were no comments in support or opposition.

Summary Analysis

The applicant is requesting to **(A)** rezone 9.39± acres of property from Agricultural Residential IV (AR-IV, 17.120) and Planned Commercial Development (PCD, 17.180.080) to Light industrial (I-I, 17.160) for the purpose of constructing a self-storage facility. Concurrent to this request, the applicant is requesting a **(B)** variance to reduce the required transitional buffer from 50 feet to 25 feet along the rear and left side property lines. The property is located within the Gateway Corridors Overlay District (GCOD, 17.420), which provides additional standards for non-residential development. The subject property is currently undeveloped.

Per the submitted rezoning plan, the facility will consist of ten separate storage structures. The development will feature two three-story, 78,400 square-foot storage buildings. These two buildings will be equipped with basements and interior access to individual storage units. The remaining 15,600 square feet of storage space will be divided amongst eight exterior-access buildings, ranging from 800 square feet (Building H) to 5,200 square feet (Building A) in floor area. Non-residential property development standards within the Gateway Corridors Overlay District (GCOD, 17.420) require all non-residential buildings contain no less than 1,000 square feet of heated floor space (17.420.050(H)). Building H does not meet this requirement. Architectural details have not been provided in the submittal; however, the applicant intends to meet GCOD standards.

The applicant's submittal denotes an area in the northeast of the subject area as "potential future development." However, no specific improvements to that area have been included in the application, and access is limited from both Tribble Gap Road and Cornelia Highway due to stream buffers in the area.

The rezoning plan shows a single access point to serve the development at Tribble Gap Road, along which the subject parcel has approximately 200 feet of frontage. The applicant also intends to construct a turnaround area located before the gated entrance for vehicles who cannot gain access through the gate. The drive-aisles within the facility, along with the access point, are proposed to be 26 feet wide.

As part of the submittal, the applicant has proposed an on-site septic system for handling waste. The system will serve restrooms in all buildings with more than one level, which will include buildings B and G, at a minimum. A septic area is proposed in the western part of the development, north of buildings G and H. A strategy to provide water to the development has not been specified, but a waterline is under construction within the GA-365 right-of-way, immediately adjacent to the subject property.

The submitted rezoning plan indicates the presence of two streams in the northeast of the subject parcel. Part of the proposed stormwater detention facility encroaches on the 75-foot impervious setback; however, all other development remains outside of the stream buffer.

The non-residential property development standards for the Gateway Corridors Overlay District (GCOD, 17.420) require transitional buffers between dissimilar uses or activities. The applicant's proposal to rezone the subject parcel to Light industrial (I-I, 17.160) necessitates a 50-foot transitional buffer adjacent to parcels with residential uses (17.420.050(C)(2)). Parcels 09030 000029 and 09030 000023, which border the subject parcel to the northwest, are zoned Agricultural Residential IV (AR-IV, 17.120). The applicant is requesting relief from the 50-foot buffer requirement, concurrent with their rezoning request, to reduce the required buffer widths from 50 feet to 25 feet.

Two (2) **variances** to the side and rear buffer requirements will be required if the site plan is approved as presented.

- Relief from 50-foot side and rear yard buffer requirement in 17.420.050(C) for the Gateway Corridors Overlay District (GCOD, 17.420).
    - The applicant is proposing a buffer of 25 feet along the rear and the left side property line.

GCOD Analysis

Standard	Compliance?	Proposed Work	Notes
17.420.050.C – Transitional buffers	Variance Requested	Installation of 25-foot buffers where adjacent to residential uses.	The applicant is requesting relief from the 50-foot buffer requirement to allow for 25-foot buffers along the rear and left side property lines.
17.420.050.D – Other landscape and screening standards	Deficient	Construction of storage buildings without perimeter shrubs.	The site plan shows several the storage buildings are surrounded by pavement on three or more sides, with no planting areas designated.
17.420.050.E – Parking lot design	Compliant	Construction of 17 parking spaces, at a rate of approximately 1 per 10,000 square foot of storage space.	The code requires 3.5 spaces for each 1,000 square feet of gross floor area. No specific standard is recommended for self-storage warehouses.
17.420.050.F – Outdoor lighting	Compliant	Installation of non-spill LED security lighting, per submitted narrative.	This standard will be verified at time of permitting.

17.420.050.G – Interparcel access	Deficient	None	Internal Parcel connection is not proposed on the site plan or in the submitted narrative.
17.420.050.H – Architectural standards for non-residential buildings	Deficient	Installation of an 800 square foot storage building (Building H).	All other buildings meet the 1,000 square foot floor space minimum. Building materials have not been specified, but applicant states they will be compliant with applicable standards.
17.420.060 – Signs	Compliant	Installation of code-compliant signage, per submitted narrative.	The quantity and location of said signage is unspecified.

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 "Rural." This land use category is characterized by very low-density single-family residences and agricultural uses. The intent of this character area is to preserve the existing rural character, which includes large-lot residences, agricultural uses, and natural and historic features. However, the subject site is located in the vicinity of several light industrial developments within the Rural land use area.

(A) 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, as there are other light industrial uses in the vicinity, including a self-storage facility. Proximity to Cornelia Highway (GA-365) facilitates ease of access to the site.**

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 light industrial 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 IV (AR-IV, 17.120) and Planned Commercial Development (PCD, 17.180.080). Though the subject property is currently undeveloped, nearby properties similarly zoned are developed.**

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 will not result in an excessive or burdensome use of local transportation or utility infrastructure.**

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 "Rural" land use designation. This land use area envisions very low-density residential and agricultural development. However, the**

subject property is located along the GA-365 corridor and is in the vicinity of commercial and industrial uses and zoning districts.

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; **According to property tax records, parcel 09030 000030 has not been developed.**

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 applicant has initiated a request to rezone the property to the Light industrial (I-I, 17.160) district. The property across the street on the west side of Tribble Gap Road is likewise zoned Light Industrial.**

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; **As the population and density of greater Hall County increases, the need for more self-storage has increased.**

14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are many other zoning districts within the county that support the development of a self-storage facility without the need for a rezoning request.**

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. The variance request concurrent with the rezoning request concerns the required transitional buffers.**

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.**

(B) Zoning Analysis

The County Commission is authorized to grant concurrent variances from the strict application of this Resolution upon proof by a preponderance of the evidence that 2.60.030.J provided the request meets the criteria set forth in 2.60.030.K.

1. There are extraordinary and exceptional conditions pertaining to the lot in question because of its size, shape, or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship); **The subject parcel is an irregular, elongated shape with several "pinch points" that are less than 120 feet in width.**

2. The application of the requirements of this Title 17 to this particular piece of property would create an unusual hardship; **The application of Title 17 requirements would not create an unusual hardship; however, most development would be limited to one central area of the property where there is reasonable buildable area.**

3. Such conditions are peculiar to the particular piece of property involved and are not common to other properties in the neighborhood; **Several other parcels within the neighborhood also have irregular or stretched shapes.**

4. Such conditions are not the result of any actions of the property owner; **The property owner purchased the lot in 2004 in its current configuration.**

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of Title 17; provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by Title 17 or for a conditional use which has been denied by the county planning commission. **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of Title 17.**

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 as 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 meets the requirement. The applicant has provided a site plan and included the necessary information to properly assess the development.**

C. For any application for a slow rate land treatment system (see chapter 17.20), the following additional requirements apply. **This standard is not applicable, as the site development does not include a slow rate land treatment system.**

D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **This requirement is not applicable, as no residential development has been proposed.**

Development Support and Constraints

Hall County Environmental Health

In an email dated January 4, 2024, Emily McGahee stated “Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.”

Hall County Fire Marshal

In an email dated January 8, 2024, John Tucker, Deputy Fire Marshal, stated the following:

The Hall Country Fire Marshal’s Office considers the plan conceptual and if approved may require additional modifications during the development review process.

Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated January 5, 2024, Bill Nash, Director, 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.

Traffic:
Driveway will need to meet county commercial standards.

Utilities:
City of Lula sewer district.

Georgia Department of Transportation
In an email dated January 5, 2024, Veronica Chavers, D1TO Civil Engineer III, did not indicate that GDOT coordination would be required for this request.

- **Excerpts from the minutes of the February 5, 2024 meeting**

Applicant's Presentation:

Beth Garmon, Planning and Zoning Administrator, presented a summary of the request.

James Irvin, 164 Professional Drive, Baldwin, presented the request. The applicant presented renderings of the development and stated that the buildings will be multistory. The applicant stated that a tree replacement plan with be required and provided before any land disturbance occurs. The applicant stated that there will not be a lot of traffic generated and there will not be many people on the property at the same time. The applicant stated that it will be secured with fencing and cameras.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Mr. Braswell questioned if there was going to be an office space and if so, in what building. The applicant stated that the operation would be manned by a phone application but there would be a business manager tending to the property on a regular basis. Mr. Hunt stated that the buffer along the chicken houses needs to stay at 50 feet. Ms. Pilcher agreed. Mr. Hunt questioned if there was a security fence around the property. The applicant stated that was correct. Mr. Hunt stated he would allow a 25 foot transitional buffer if the applicant adds an opaque fence. The applicant was in agreement.

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

Conditions:

1. The property shall be developed in accordance with the site plan submitted on December 19, 2023 and as described in the project narrative submitted on December 8, 2023 as well as the architectural renderings labeled as Exhibits A and B, modified as necessary for compliance with

conditions herein and development standards enforced at the time of site plan approval. The area designated as “Potential Future Development” on the site plan is not approved as a function of this decision. Development of the area designated as “Potential Future Development” shall require a separate review and be subject to development standards in place at time of submittal.

2. Development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420), except as described in the conditions herein.
3. Final review and approval of building elevations is subject to the Director of Community Development and Infrastructure, or their designee.
4. Any proposed building shall be no greater than three (3) stories in height, in addition to one (1) basement level.
5. Access to the development shall be approved by Hall County Traffic and/or the Georgia Department of Transportation, whichever applies.
6. All conditions of zoning shall be made a part of any plat(s) or construction plans created for the property.
7. A 25 foot transitional buffer shall be required with a 6 foot opaque fence along tax parcel 09030 000029. A 25 foot buffer shall be required where the subject property is adjacent to agricultural-residential zoned property.
8. 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.”
9. The following statement regarding the potential impacts of industrial operations in the area shall be made a part of any plat recorded on the property:
   "Owners, occupants and users of the property shown on this plat are hereby informed of the impacts associated with the existing commercial and industrial practices which take place on the adjacent and nearby properties that include, but are not limited to noise, odors, dust, and the operation of machinery and motor vehicles. The owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
10. Where storage buildings are located adjacent to drive aisles, parallel parking shall be provided and the drive aisles shall remain at least 26 feet wide.
11. A 6 foot high ornamental fence with brick or stone columns shall be installed along the right-of-way of Tribble Gap Road at the front entrance to the development.
12. Any chain-link security fence shall be vinyl coating, with the exception of the previously mentioned opaque fence.

9(B)

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

Conditions:

1. The property shall be developed in accordance with the site plan submitted on December 19, 2023 and as described in the project narrative submitted on December 8, 2023 as well as the architectural renderings labeled as Exhibits A and B, modified as necessary for compliance with

conditions herein and development standards enforced at the time of site plan approval. The area designated as “Potential Future Development” on the site plan is not approved as a function of this decision. Development of the area designated as “Potential Future Development” shall require a separate review and be subject to development standards in place at time of submittal.

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

HALL COUNTY
GEORGIA
We have it all in Hall

ZONING APPLICATION

Applicant (Name & Mailing Address)

DOUBLE E PROPERTIES, LLC
439 GREEN STREET NW
GAINESVILLE, GA 30501

Phone (404) 925-4045
Email Address elizabethevansee123@gmail.com

Property Owner (Name & Mailing Address)

CECELIA A. HENNIG
241 LEGACY DRIVE
DEMOREST, GA 30535

Phone 770-540-2243
Email Address cece001@bellsouth.net

Proposed Use SELF STORAGE FACILITIES

Contact Person (Name & Mailing Address)

ELIZABETH EVANS
439 GREEN STREET NW
GAINESVILLE, GA 30501

Phone (404) 925-4045
Email Address elizabethevansee123@gmail.com

Status of Applicant

☐ Owner
☒ Option to Purchase
☐ Area Resident
☐ Other

Requested Action

Existing Zoning: PCD & AR-IV
Rezone to: I-I
Fee:$
Receipt #:
Check #:

Tax Parcel Number 09030 000030
Acreage
Location Address TRIBBLE GAP ROAD, ALTO, GA 30510

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

Sign Elizabeth Evans (Dec 19, 2023 10:33 EST) Date: Dec 19, 2023

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

Application Withdrawal: I hereby withdraw the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____

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

County Commission District: _____

PLANNING AND DEVELOPMENT DEPARTMENT
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HALL COUNTY
GEORGIA
We have it all in Hall

AUTHORIZATION OF PROPERTY OWNERS

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

Name of owner(s) Cecelia A. Hennig

Address 241 Legacy Drive
Demorest GA. 30535

Phone Number 770-540-2243

Name of applicant(s) DOUBLE E PROPERTIES, LLC (ELIZABETH EVANS)

Address 439 GREEN STREET
GAINESVILLE, GA 30501

Phone Number (404) 925-4045

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

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

Signature of Owner(s)

Personally appeared before me

CECELIA A HENNIG

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

Notary Public

SONDRA CHAMPE NOTARY PUBLIC Exp. June 11, 2027 WHITE COUNTY, GA

12-06-2023
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

HALL COUNTY
We have it all in Hall

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): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Elizabeth Evans (Dec 6, 2023 16:26 EST) **Date:** Dec 6, 2023

Applicant's/Owner's Name (Printed): ELIZABETH EVANS

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

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(3) The name and official position of the local government official to whom the campaign contribution was made; and

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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: Cecilia A Henning **Date:** 12-06-2023

Applicant's/Owner's Name (Printed): Cecilia A. Henning, Manager

foothills land design

NARRATIVE REPORT
REQUEST FOR REZONING
HALL COUNTY, GEORGIA

RE: 9.39 acres located near 7316 Tribble Gap, Alto, GA 30510
Parcel ID 09030 000030

Double E Properties, LLC (the "Applicant") respectfully submits this Narrative Report to the Hall County Board of Commissioners in support of an application for rezoning approval and conditional use for a self-storage facility in the Gateway Corridor Overlay district. The property is currently PCD and AR-IV zoning and the proposed zoning is PCD (Planned Commercial Development).

The primary use of this parcel is planned and intended to be used as dry and conditioned self-storage. The total amount of storage area is 172,400 sf. Two of the buildings will have access to the storage units from the interior and will be 3 levels with a basement. In addition to the buildings shown, there is potential for future development on the north end of the property. The use is undetermined but will correlate with a self-storage facility. The use would not be residential or retail. It is understood that the building materials must follow the Gateway Corridor Overlay District requirements. The applicant would like to request that any sides not visible from Hwy 365 be allowed to vary from these guidelines. The buildings are oriented so that most roll-up doors will not be visible from SR 365.

Outdoor storage is not proposed currently. However, it is understood that any outdoor storage will require opaque fencing within the Gateway Corridor Overlay district. Security fencing is shown on the site plan. Lighting will be LED security non-spill lighting and signage will concur with Hall County regulations. The possible septic system area is proposed as there will be one bathroom in each of the multi-story buildings.

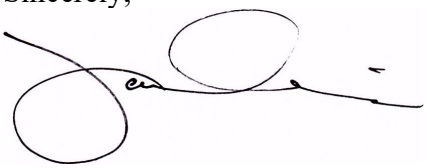
There are two adjacent properties zoned PCD, two zoned AR-IV, and one adjacent property zoned PID. For the AR-IV properties, one is vacant and the other is a poultry house farm. The poultry houses are approximately 30' from the property line. A tree replacement plan will be required and provided by the applicant before any land disturbance occurs.

Foothills Land Design, LLC
164 Professional Drive
Baldwin, GA 30511

Ph: 706-778-0067
Fax: 706-778-0069
www.foothillsld.com

The property is uniquely shaped with large portions of the property unusable due to floodplain and creek buffers. This will provide partial screening from SR 365 and neighboring properties to the north. The proposed self-storage facility uses only 3 acres of the 9.39 acres. The proposed use is consistent with recent commercial growth in the immediate vicinity and with adjacent properties. The proposed use will not have any adverse impacts to the environment and the current stormwater management regulations will be followed.

Sincerely,



James Irvin, PE
Engineer for Applicant
Foothills Land Design, LLC

Foothills Land Design, LLC
164 Professional Drive
Baldwin, GA 30511

Ph: 706-778-0067
Fax: 706-778-0069
www.foothillsld.com

LEGEND

PROPOSED ASPHALT PAVING

GENERAL NOTES:

1. APPLICANT: DOUBLE E PROPERTIES, LLC
   439 GREEN STREET SW
   GAINESVILLE, GA 30501
   (404) 925-4045
2. ENGINEERING CONTACT: JAMES IRVIN @ 706-778-0067
3. SITE AREA: 9.39 ACRES
4. TAX PARCEL #09030 000030
5. EXISTING ZONING: PCD AND AR-IV
   PROPOSED ZONING: I-I
6. STORMWATER RETENTION FACILITY WILL BE PROVIDED AND MAINTAINED BY THE OWNER.
7. THIS PROPERTY IS LOCATED IN THE HALL COUNTY GATEWAY OVERLAY DISTRICT.

N/F
BINH VAN HOANG
PHAM PHUONG T
AR-IV ZONING
(EXISTING POULTRY FARM)

HAGEN CREEK

N/F
PREMIERE PROPERTY
DEVELOPMENT LLC
PID ZONING

75' IMPERVIOUS SETBACK

50' COUNTY WATERS BUFFER

25' STATE WATERS BUFFER

APPROX. LOCATION OF FLOOD LIMITS

25' TRANSITIONAL BUFFER

POTENTIAL FUTURE DEVELOPMENT

60' SETBACK

10' LANDSCAPE STRIP

PROPOSED FIRE HYDRANT

PROPOSED 1,100 SF BUILDING E

PROPOSED 1,000 SF BUILDING F

PROPOSED 1,600 SF BUILDING D

PROPOSED SEPTIC AREA

N/F
BRUCE AND TERESA JACKSON
AR-IV ZONING

PROPOSED 78,400 SF 3 LEVELS WITH BASEMENT SELF STORAGE BUILDING G

PROPOSED 6' CHAIN LINK FENCE

PROPOSED 800 SF BUILDING H

N/F
GLW FAMILY HOLDINGS LLC
PCD ZONING

PROPOSED 1,600 SF BUILDING I

PROPOSED 78,400 SF 3 LEVELS WITH BASEMENT SELF STORAGE BUILDING B

PROPOSED 1,500 SF BUILDING C

PROPOSED STORMWATER DETENTION FACILITY

25' STATE WATERS BUFFER

50' COUNTY WATERS BUFFER

75' IMPERVIOUS SETBACK

PROPOSED FIRE HYDRANT

PROPOSED 2,800 SF BUILDING J

PROPOSED 5,200 SF BUILDING A

PROPOSED GATE

POSSIBLE SIGN LOCATION

TRIBBLE GAP ROAD
100' R/W

10' LANDSCAPE STRIP

30' SETBACK

20' SETBACK

10' LANDSCAPE STRIP

CITY OF GAINESVILLE 12" WATER MAIN UNDER CONSTRUCTION

PROPOSED 6' CHAIN LINK FENCE

N/F
ARMAAN FOOD & GAS, INC.
PCD ZONING
(EXISTING CONVENIENCE STORE)

PROPOSED FIRE HYDRANT

US 23 / GA HWY 365
R/W VARIES

0' 60' 120' 180'
SCALE: 1" = 60'

foothills land design
164 PROFESSIONAL DRIVE
BALDWIN, GA 30511
PHONE: (706) 778-0067
FAX: (706) 778-0069
www.foothillsld.com

DEVELOPER:
DOUBLE E PROPERTIES, LLC
439 GREEN STREET SW
GAINESVILLE, GA 30501

REZONING PLAN

TRIBBLE GAP SELF STORAGE

LAND LOT 30, 9TH DISTRICT
HALL COUNTY, GA

REVISIONS: NO.	DESCRIPTION	DATE

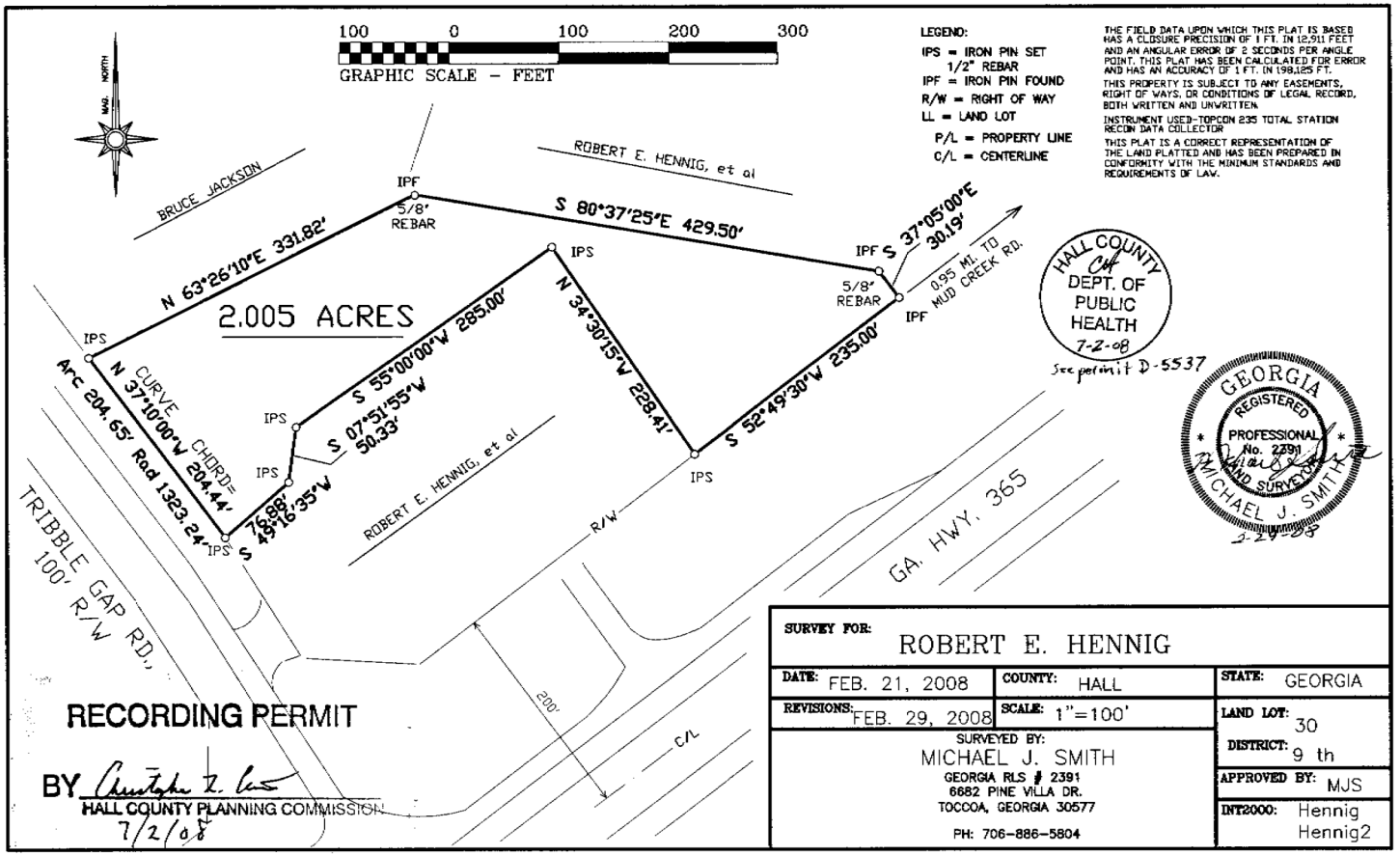
GEORGIA REGISTERED No. 28838 PROFESSIONAL ENGINEER JAMES D. IRVIN

GSWCC LEVEL II #9832

DATE: DECEMBER 8, 2023

SCALE: 1" = 60'

SHEET:
C1
JOB #23139



Hall County, Georgia, Clerk Superior Court
filed in office this 2 day of July
20 08 at 2:50 pm. Recorded in Plat
Book 859 Page 157
Dwight S. Wood
Dwight S. Wood, Clerk GC/MB

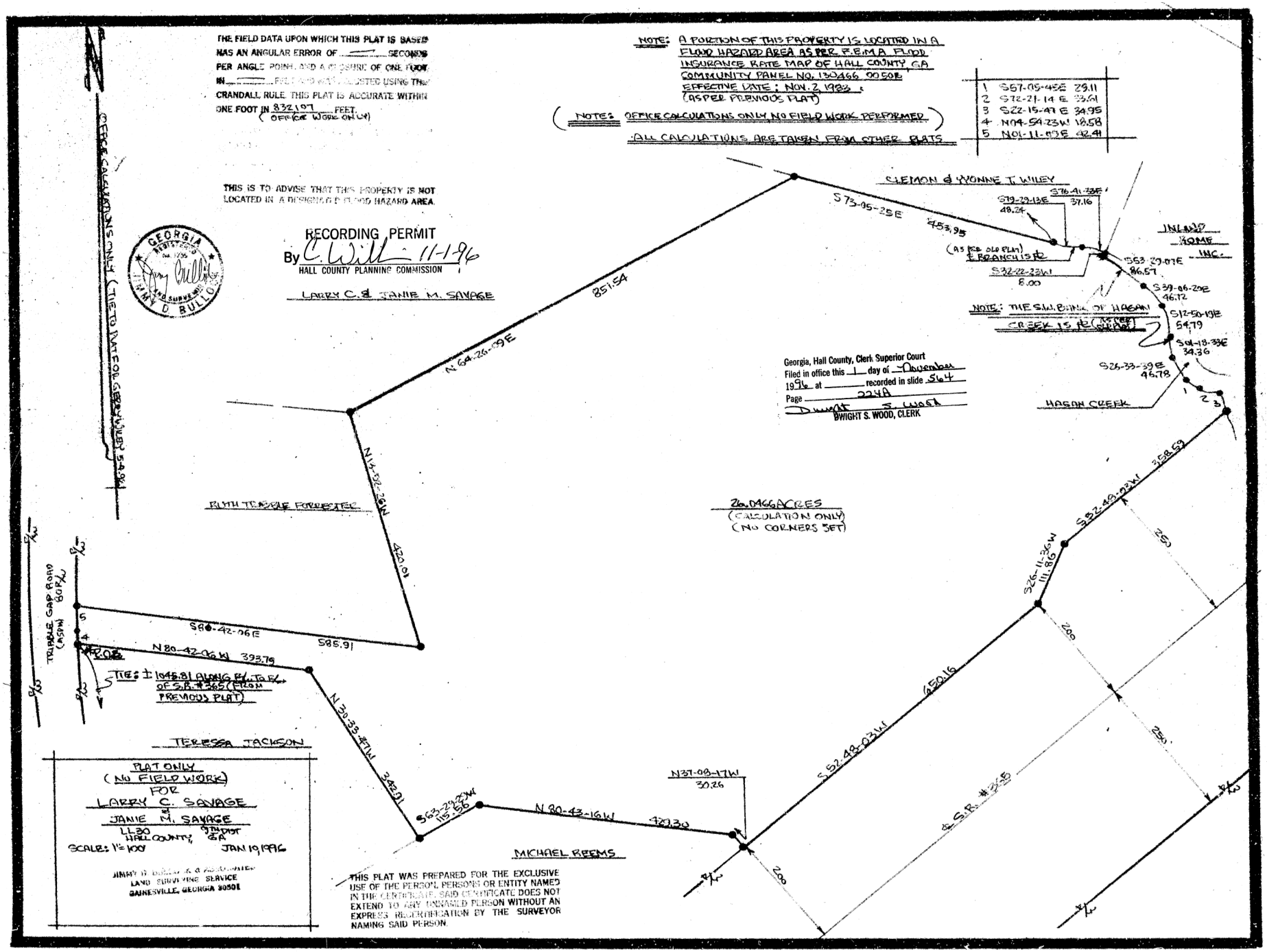
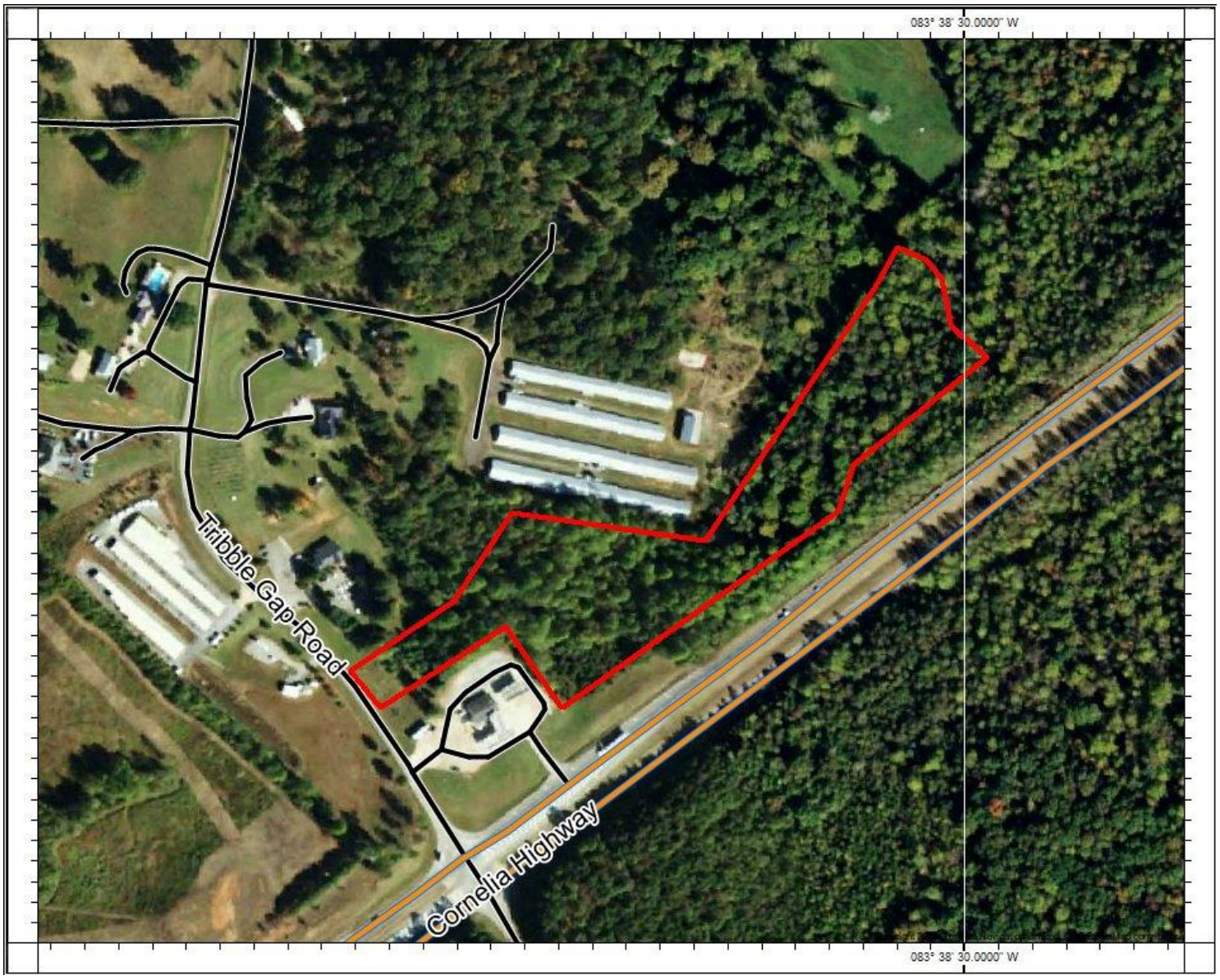

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF ____ SECONDS PER ANGLE POINT, AND A POSITIONAL ERROR OF ONE FOOT IN ____ FEET AS DETERMINED BY THE CRANDALL RULE. THIS PLAT IS ACCURATE WITHIN ONE FOOT IN 832,197 FEET. (OFFICE WORK ONLY)
NOTE: A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA AS PER F.E.M.A. FLOOD INSURANCE RATE MAP OF HALL COUNTY, GA COMMUNITY PANEL NO. 130466 0050B EFFECTIVE DATE: NOV. 2, 1988 (AS PER PREVIOUS PLAT)
(NOTE: OFFICE CALCULATIONS ONLY, NO FIELD WORK PERFORMED. ALL CALCULATIONS ARE TAKEN FROM OTHER PLATS)
1 S67-05-45E 29.11
2 S72-21-14 E 33.61
3 S22-15-47 E 34.95
4 N04-54-23W 10.58
5 N01-11-00E 42.41
THIS IS TO ADVISE THAT THIS PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA.
GEORGIA REGISTERED No. 1205 LAND SURVEYOR JIMMY D. BULLOCH
RECORDING PERMIT
By C. Will 11-1-96
HALL COUNTY PLANNING COMMISSION
CLEMON & YVONNE T. WILEY
LARRY C. & JANIE M. SAVAGE
S73-05-25E 453.95
N64-26-19E 851.54
N14-52-26W 420.01
S86-42-06E 585.91
N80-42-06W 393.79
N30-33-47W 342.91
S63-23-23W 115.66
N80-43-16W 420.30
N37-08-17W 30.26
S52-48-03W 450.16
S26-11-26W 111.86
S52-48-03W 358.59
S63-29-07E 86.57
S39-06-20E 46.72
S12-50-19E 54.79
S14-18-33E 34.36
S26-33-39E 46.78
S79-29-13E 48.24
S76-41-33E 37.16
S32-22-23W 8.00
INLAND HOME INC.
NOTE: THE S.W. BANK OF HAGAN CREEK IS ±
HAGAN CREEK
RUTH TRIBBLE FORRESTER
TRIBBLE GAP ROAD 80' R/W (ASPH)
POB
TIE: ± 1445.81 ALONG R/W TO E/L OF S.R. #365 (FROM PREVIOUS PLAT)
TERESSA JACKSON
MICHAEL REEMS
S.R. #365
26.046 ACRES (CALCULATION ONLY) (NO CORNERS SET)
Georgia, Hall County, Clerk Superior Court
Filed in office this 1 day of November
1996 at ____ recorded in slide 564
Page 224B
Dwight S. Wood
DWIGHT S. WOOD, CLERK
PLAT ONLY (NO FIELD WORK) FOR LARRY C. SAVAGE & JANIE M. SAVAGE
LL 30 9TH DIST HALL COUNTY, GA
SCALE: 1"=100' JAN 19, 1996
JIMMY D. BULLOCH & ASSOCIATES LAND SURVEYING SERVICE GAINESVILLE, GEORGIA 30501
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE CERTIFICATE. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

Exhibit "D"
Seller provided Aerial - outling subject property

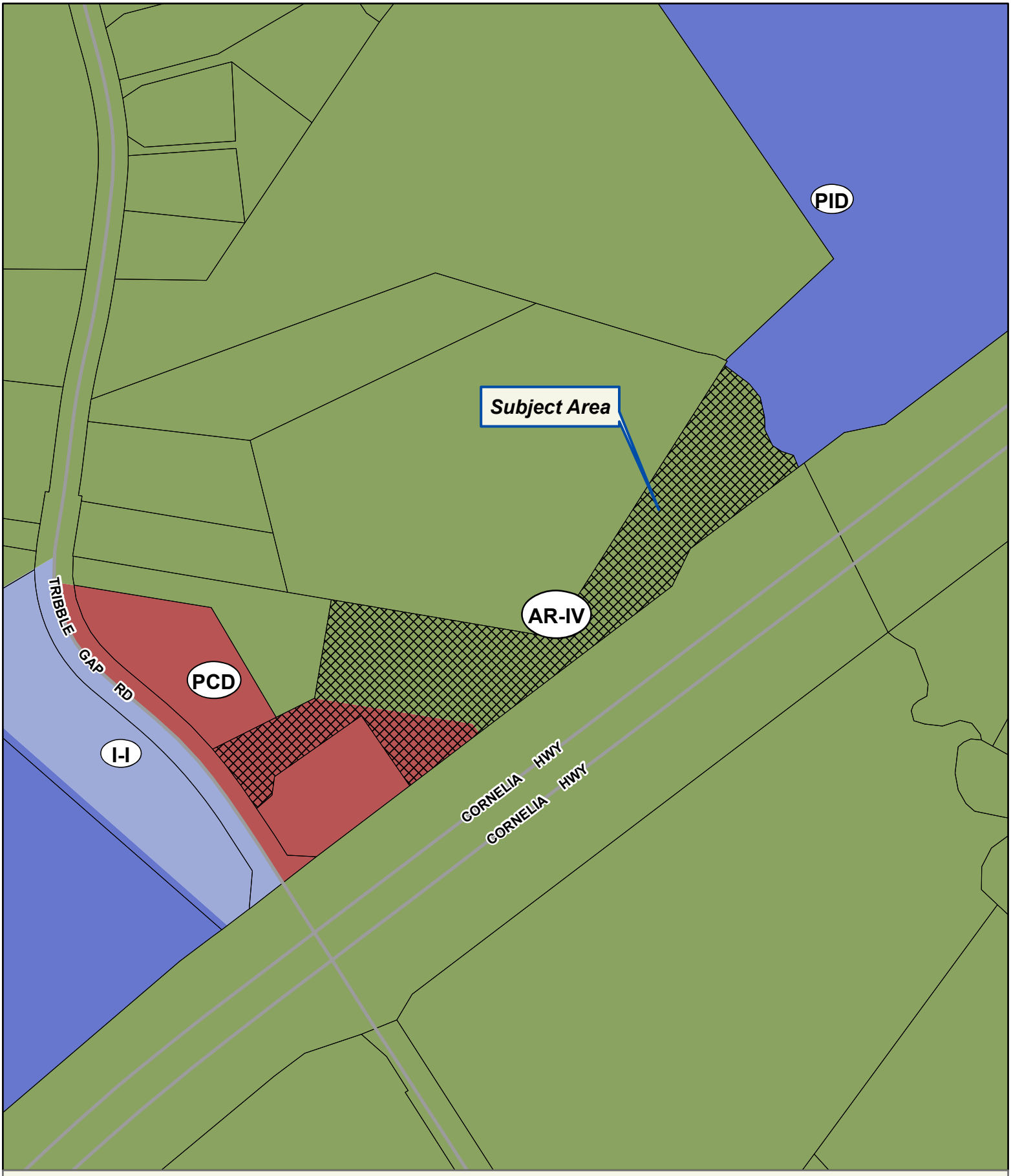


Applicant: Double E Properties, LLC
Tax Parcel #: 09030 000030
Location: 7322 TRIBBLE GAP ROAD, ALTO, GA, 30510
Commission District 3 **PC Mtg. Date: 02/05/24**

0 100 200 400
Feet

Zoning Boundary
City Limits
Subject Area

N



Applicant: Double E Properties, LLC
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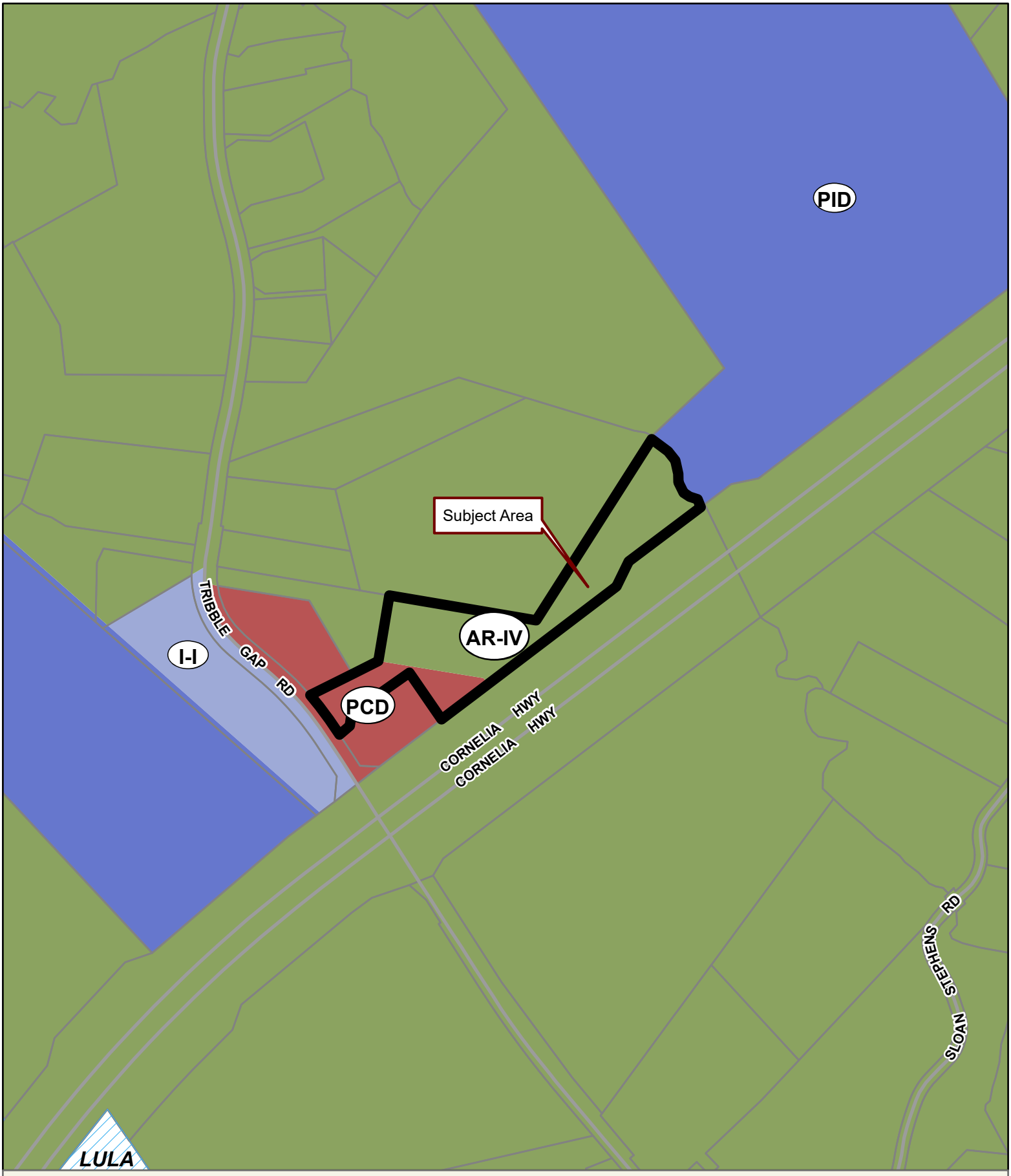
Commission District 3 **PC Mtg. Date: 02/05/24**

0 100 200 400
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: Double E Properties, LLC
Tax Parcel #: 09030 000030
Location: 7322 TRIBBLE GAP ROAD, ALTO, GA, 30510
Commission District 3 **PC Mtg. Date: 02/05/24**

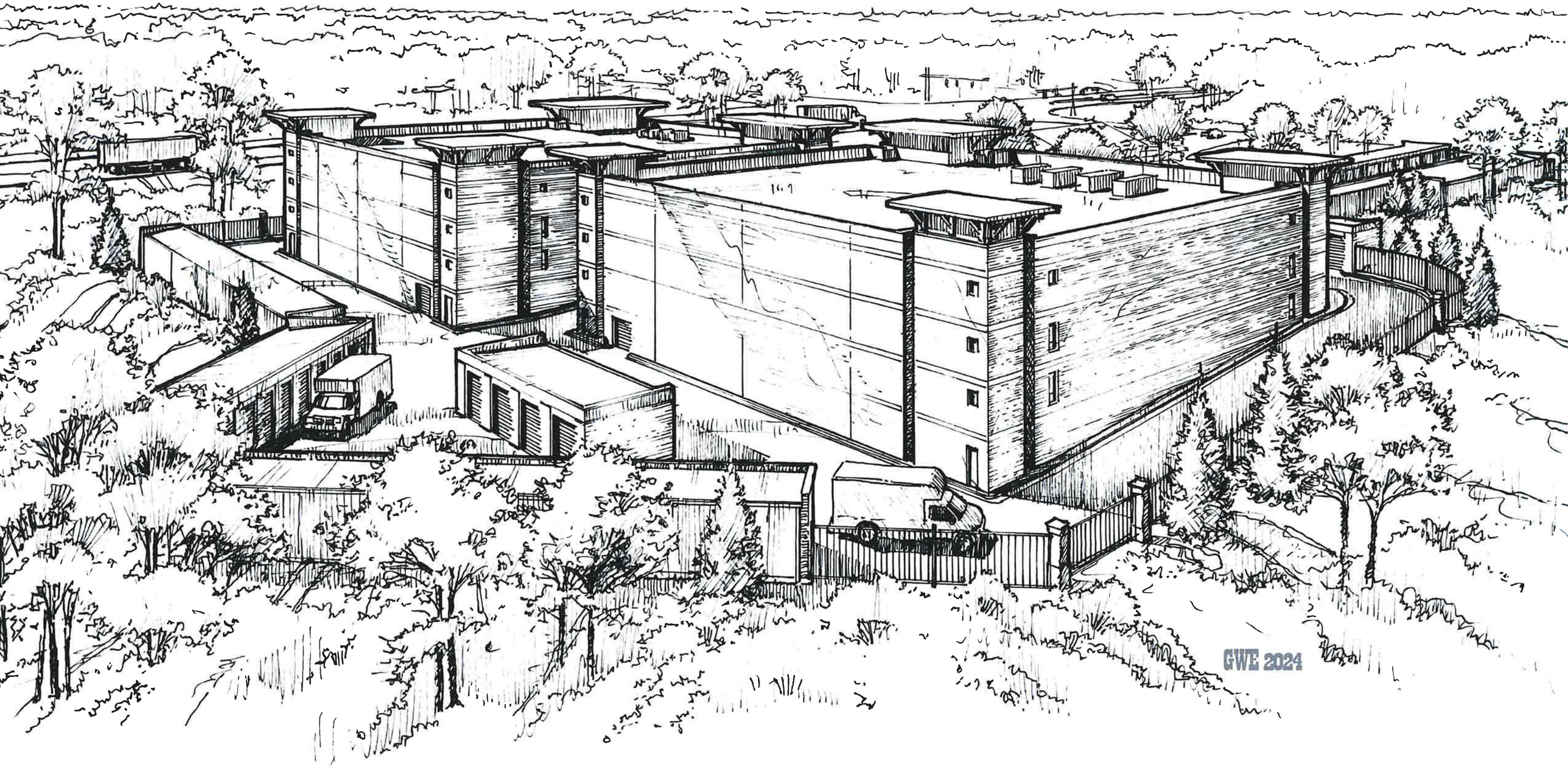
0 150 300 600
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

Exhibit A

Exhibit B



021014

GEORGIA HALL COUNTY, CLERK SUPERIOR COURT FILED IN OFFICE AND RECORDED IN BOOK 4996 PAGE(S) 340-342 THIS 9 DAY OF June 2004 AT 4:06 pm DWIGHT S. WOOD, CLERK BY mm

000340

21655, 32323

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 50.00
Date 6/9/04
DWIGHT S. WOOD
Clerk Superior Court
By mm

AFTER RECORDING PLEASE RETURN TO:
Hulsey, Oliver & Mahar
P. O. Box 1457
Gainesville, GA 30503
ATTENTION: Jane A. Range

WARRANTY DEED

GEORGIA, HALL COUNTY:

This deed made by and between Larry C. Savage and Janie M. Savage, Grantor, and Robert E. Hennig, Jay Rosenheck, Susan Rosenheck, Mary H. Brown, and William T. Brown Grantee,

WITNESSETH, that the said Grantor, for and in consideration of Ten ($10.00) Dollars and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the Grantee,

See Exhibit "A" attached hereto and made a part hereof

TO HAVE AND TO HOLD the said premises, together with all rights and appurtenances unto the said Grantee, forever in **FEE SIMPLE**, and the Grantor **WARRANTS** the title to the same against the lawful claims of all persons whomever.

Whenever 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.

JMS

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and affixed their seals this 21st day of May, 2004.

Signed, sealed and delivered this
21st day of May, 2004.

Witness

Larry C. Savage (SEAL)

Janie M. Savage (SEAL)

Notary Public
My Commission Expires:
01-01-05

DEAN R. WILSON NOTARY PUBLIC HALL COUNTY EXPIRES GEORGIA JANUARY 1, 2005

JAR/vml/9908/T5110B/W074559

Exhibit "A"

LEGAL DESCRIPTION

000342

All that tract or parcel of land lying in or being in land lot 30, 9th land district, Hall County, Georgia, being more particularly described as follows;

Beginning at a 1/2" crimped top pin found, (1/2" C.T.F.) located on the easterly right-of-way, (R/W) of Tribble Gap Road, being located 50 feet from said road centerline and being further located North 37 degrees 51 minutes 23 seconds West for a distance of 922.90 feet from the most northeast R/W intersections of Tribble Gap Road and State Route No. 365;

THENCE North 01 degrees 54 minutes 08 seconds West for a distance of 20.64 feet along said easterly R/W of Tribble Gap Road to a point;
THENCE North 01 degrees 28 minutes 24 seconds East for a distance of 42.68 feet along said R/W to a 1/2" C.T.F.;
THENCE South 80 degrees 23 minutes 29 seconds East for a distance of 585.45 feet leaving said R/W to a 3/4" open top pin found;
THENCE South 80 degrees 22 minutes 26 seconds East for a distance of 135.47 feet to appoint being the TRUE POINT OF BEGINNING;
THENCE South 80 degrees 22 minutes 26 seconds East for a distance of 588.98 feet to an axle found;
THENCE North 32 degrees 51 minutes 44 seconds East for a distance of 872.54 feet to a 1/2" rebar pin found, (1/2" R.B.F.) being located on the southwest bank of Hagen Creek;
THENCE South 53 degrees 11 minutes 59 seconds East for a distance of 86.56 feet along said southwest bank of Hagen Creek and continuing along said bank as follows;
THENCE South 38 degrees 48 minutes 01 seconds East for a distance of 46.72 feet to a point;
THENCE South 12 degrees 32 minutes 00 seconds East for a distance of 54.78 feet to a point;
THENCE South 01 degrees 00 minutes 14 seconds East for a distance of 34.36 feet to a point;
THENCE South 26 degrees 15 minutes 20 seconds East for a distance of 46.78 feet to a point;
THENCE South 56 degrees 47 minutes 26 seconds East for a distance of 29.11 feet to a point;
THENCE South 72 degrees 02 minutes 55 seconds East for a distance of 33.61 feet to a point;
THENCE South 21 degrees 57 minutes 59 seconds East for a distance of 34.92 feet to a point on said southwest bank of Hagen Creek and the northwest R/W of State Route No. 365, a.k.a. U.S. No. 23, said point being located 250 feet from said centerline of said highway;
THENCE South 53 degrees 06 minutes 58 seconds West for a distance of 358.95 feet along said highway and parallel with said centerline to a concrete monument found, (C.M.F.);
THENCE South 26 degrees 30 minutes 03 seconds West for a distance of 111.87 feet along said R/W of State Route No. 365 to a C.M.F. being located 200 feet from said centerline of said highway;
THENCE South 53 degrees 06 minutes 46 seconds West for a distance of 650.09 feet along said R/W and parallel with said centerline to a 1/2" R.B.F.;
THENCE North 36 degrees 49 minutes 58 seconds West for a distance of 30.26 feet leaving said R/W to a 1/2" R.B.F.;
THENCE North 80 degrees 24 minutes 57 seconds West for a distance of 429.26 feet to a 1/2" R.B.F.;
THENCE North 09 degrees 37 minutes 34 seconds East for a distance of 255.74 feet to a point being the TRUE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 7.47 acres more or less.

EC
JMS.

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Thursday, January 4, 2024 10:59 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Cc: Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)
Subject: HCPC Tentative Agenda 2.5.24

Please find Environmental Health comments below:

Item 1, 0/4611/4627 Guth Road, 4561/4613 J. M. Turk, 4590/4601/4610 Stanley, Kappler: The entire development (all pods) must be developed on public sewer or EPD permitted sewage treatment system. No onsite sewage management systems to be permitted by Environmental Health. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 2, 6545 Misty Harbor Court: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process. This plat is currently under review by the Hall County Plat Review Team and Environmental Health contacted the applicant/surveyor on September 20, 2023 concerning requirements to further process the plat for review.

Item 3A/3B, 3675 Jewell Circle, Guhde: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 4, 3310 Friendship Road, Reichwaldt: All proposed structures must meet all residential and/or commercial permitting requirements and required setbacks to existing septic system. Further determination will be made during the permit review process.

Item 5, 2696 Cleveland Hwy, Carrillo: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 6, 17/20/21/24 Spring Street, Petry: No comment. Public sewer.

Item 7, 4899 Browns Bridge Road, Advantage Investment: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 8, 3655 Friendship Road, 3655 Friendship Rd LLC: No comment. Public sewer.

Item 9A/B, 0 Cornelia Hwy, Double E Properties: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed

business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 10, 4141 Old Cornelia Hwy, Lewis Holdings: All proposed improvements must meet all Environmental Health commercial septic system permitting requirements.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

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

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Friday, January 5, 2024 9:51 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Subject: RE: Tentative Planning Agenda for February 5, 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.

Comments are below in red.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, December 28, 2023 12:51 PM
Subject: Tentative Planning Agenda for February 5, 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 **Monday, February 5, 2024** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday, January 5th.** Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – January 16, 2024

OLD BUSINESS

1. **0, 4611,4627 Guth Road & 0, 4561, 4613 J M Turk Road & 4590, 4601, 4610 Stanley Road | Rezone |** from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on 117.31± acres located on the east side of J M Turk Road at its intersection with Guth Road | Zoned AR-III; Tax Parcels 15043 000027, 000109, 000128, 000201 & 15044 000035, 000035B, 000043, 000100, 000127 **| Proposed Use: 324 lot residential development |** ** Commission District 1 **| Thompson O'Brien Kappler & Nasuti PC, applicant**

2. **6545 Misty Harbor Court | Use Subject to County Commission Approval** | 17.60.040.H Minor subdivisions | on a 7.41± acre tract on the east side of Misty Harbor Court, approximately 1,000 feet from its intersection with Misty Harbor Lane | Zoned R-I; Tax Parcel 08149 000171 | **Proposed Use: 5-lot subdivision** | ** Commission District 2 | **Yunsoon Kim, applicant**.

NEW BUSINESS

3. **(A) 3675 Jewell Circle | Variance** | 17.240.010. to reduce the front yard setback from 55 feet to 20 feet from centerline of road | on a 0.41± acre tract located at the terminus of Jewell Circle, approximately 827 feet from its intersection with Bert Drive | Zoned V-C, Tax Parcel 10064A000034 | **Proposed Use: Carport** | * Commission District 2 | **David and Lynn Guhde, applicant**
   (B) 3675 Jewell Circle | Variance | 17.240.010. to reduce the right side yard setback from 10 feet to 5 feet | on a 0.41± acre tract located at the terminus of Jewell Circle, approximately 827 feet from its intersection with Bert Drive | Zoned V-C, Tax Parcel 10064A000034 | **Proposed Use: Car Port** | * Commission District 2 | **David and Lynn Guhde, applicant**

4. **3310 Friendship Road | Use Subject to Planning Commission Approval** | on a 3.02± acre tract located on the south side of Friendship Road, approximately 1,347 feet from its intersection with Puckett Road | Zoned AR-III, Tax Parcel 15048 000004 | **Proposed Use: Rural business** | * Commission District 1 | **Steve Reichwaldt, applicant** **Requires GDOT coordination**

5. **2696 Cleveland Highway | Use Subject to County Commission Approval |** on a 0.60± acre tract located on the southeast side of Cleveland Highway at its intersection with Wayman Drive | Zoned S-S (GCOD), Tax Parcel 10138 000058 | **Proposed Use: Used automobile sales and repair** | ** Commission District 3 | **Ramon Carrillo Jr, applicant** **Requires GDOT coordination**

6. **17, 20, 21 & 24 Spring Street | Rezone |** from Residential II (R-II) to Planned Residential Development (PRD) | on a combined 1.08± acre tract on the east side of Spring Street, approximately 290 feet from its intersection with Highland Street | Zoned R-II, Tax Parcel 00063 008022, 23, & 24 | **Proposed Use: 10-Unit residential development** | ** Commission District 4 | **Alex Petry, applicant**

7. **4899 Browns Bridge Road | Rezone** | from Agricultural Residential (AR-III) to Highway Business (H-B) | on a 3.10± acre tract located at the southeast corner of the intersection of Browns Bridge Road and Ponderosa Drive | Zoned AR-III, Tax Parcel 08062 001010B | **Proposed Use: Office/warehouse buildings** | ** Commission District 2 | **Advantage Investment Properties, applicant** **Requires GDOT coordination**

8. **3655 Friendship Road | Rezone** | from Agricultural Residential (AR-III) to Planned Residential Development (PRD) | on a 10.76± acre tract located on the northeast side of Friendship Road, approximately 230 feet from its intersection with Maple Valley Drive | Zoned AR-III, Tax Parcel 15048 000025 | **Proposed Use: 22-lot single-family development** | ** Commission District 1 | **3655 Friendship Rd., LLC, applicant** **Requires GDOT coordination**

9. **(A) 0 Cornelia Highway | Rezone** | from Agricultural Residential IV (AR-IV) and Planned Commercial Development (PCD) to Light Industrial (I-I) | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350**±** feet north of Cornelia Highway | Zoned AR-IV and PCD (GCOD), Tax Parcel 09030 000030 | **Proposed Use: Self-storage facility** | ** Commission District 3 | **Double E Properties, LLC, applicant**
   (B) 0 Cornelia Highway | Variance | 17.420.050.C.2.c. to reduce the required transitional buffer from 50 feet to 25 feet | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350**±** feet north of Cornelia Hwy | Zoned AR-IV and PCD (GCOD), Tax Parcel 09030 000030 | **Proposed Use: Self-storage facility** | ** Commission District 3 | **Double E Properties, LLC, applicant**

10. **4141 Old Cornelia Highway | Amend Conditions of a PRD |** on a 56.42± acre tract located on the north side of Old Cornelia Highway, approximately 636 feet from its intersection with Arthur Miller Road | Zoned PRD, Tax Parcel 15019 000023 **| Proposed Use: Drug and Alcohol Residential Treatment Facility | *** Commission District 3 **| Lewis Holdings, LLC, applicant**

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

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, March 14, 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, March 14, 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.

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

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Srikanth Yamala

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

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development

From: Bill Nash, Director of Public Works and Utilities

Date: January 5, 2023

Subject: February 5, 2024 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the February 5, 2024 meeting. Upon review, we provide the following comments.

OLD BUSINESS

1. **0, 4611,4627 Guth Road & 0, 4561, 4613 J M Turk Road & 4590, 4601, 4610 Stanley Road | Rezone |** from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on 117.31± acres located on the east side of J M Turk Road at its intersection with Guth Road | Zoned AR-III; Tax Parcels 15043 000027, 000109, 000128, 000201 & 15044 000035, 000035B, 000043, 000100, 000127 | **Proposed Use: 324 lot residential development** | ** Commission District 1 **| Thompson O'Brien Kappler & Nasuti PC, applicant**

   a. **Engineering:** No dead end streets
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream
   The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
   b. **Traffic:** A left turn lane and decel lane will be required for the entrance.
   Any required roadway improvements will be the financial responsibility of the developer
   A cul-de-sac should be provided for Guth Road at the proposed end of county maintenance
   c. **Utilities:** No sanitary sewer in area.

2. **6545 Misty Harbor Court | Use Subject to County Commission Approval** | 17.60.040.H Minor subdivisions | on a 7.41± acre tract on the east side of Misty Harbor Court, approximately 1,000 feet from its intersection with Misty Harbor Lane | Zoned R-I; Tax Parcel 08149 000171 | **Proposed Use: 5-lot subdivision** | ** Commission District 2 | **Yunsoon Kim, applicant**.

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.

b. **Traffic:** No Comment
c. **Utilities:** Flowery Branch sewer district

NEW BUSINESS

3. **(A) 3675 Jewell Circle | Variance** | 17.240.010. to reduce the front yard setback from 55 feet to 20 feet from centerline of road | on a 0.41± acre tract located at the terminus of Jewell Circle, approximately 827 feet from its intersection with Bert Drive | Zoned V-C, Tax Parcel 10064A000034 | **Proposed Use: Carport** | * Commission District 2 | **David and Lynn Guhde, applicant**
(B) 3675 Jewell Circle | Variance | 17.240.010. to reduce the right side yard setback from 10 feet to 5 feet | on a 0.41± acre tract located at the terminus of Jewell Circle, approximately 827 feet from its intersection with Bert Drive | Zoned V-C, Tax Parcel 10064A000034 | **Proposed Use: Car Port** | * Commission District 2 | **David and Lynn Guhde, applicant**

   a. **Engineering:** Any work in the public right-of-way will need to be permitted by Hall County Public Works Department.
   b. **Traffic:** No Comment
   c. **Utilities:** No Comment

4. **3310 Friendship Road | Use Subject to Planning Commission Approval** | on a 3.02± acre tract located on the south side of Friendship Road, approximately 1,347 feet from its intersection with Puckett Road | Zoned AR-III, Tax Parcel 15048 000004 | **Proposed Use: Rural business** | * Commission District 1 | **Steve Reichwaldt, applicant**

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
   b. **Traffic:** Charge of use may require GDOT permit for driveway connection.
   c. **Utilities:** Hall County district- No connection within feasible distance.

5. **2696 Cleveland Highway | Use Subject to County Commission Approval |** on a 0.60± acre tract located on the southeast side of Cleveland Highway at its intersection with Wayman Drive | Zoned S-S (GCOD), Tax Parcel 10138 000058 | **Proposed Use: Used automobile sales and repair** | ** Commission District 3 | **Ramon Carrillo Jr, 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. (over 5,000 SF added impervious area)
   b. **Traffic:** Charge of use may require GDOT permit for driveway access.
   c. **Utilities:** Hall County sewer district- No sewer connection within feasible distance.

6. **17, 20, 21 & 24 Spring Street | Rezone |** from Residential II (R-II) to Planned Residential Development (PRD) | on a combined 1.08± acre tract on the east side of Spring Street, approximately 290 feet from its intersection with Highland Street | Zoned R-II, Tax Parcel 00063 008022, 23, & 24 | **Proposed Use: 10-Unit residential development** | ** Commission District 4 | **Alex Petry, applicant**

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
   b. **Traffic:** Parking spaces that require vehicles to back out into the roadway not permitted.
      Driveways will need to meet Hall County Code 12.40.
   c. **Utilities:** City of Gainesville sewer district.

7. **4899 Browns Bridge Road | Rezone** | from Agricultural Residential (AR-III) to Highway Business (H-B) | on a 3.10± acre tract located at the southeast corner of the intersection of Browns Bridge Road and Ponderosa Drive | Zoned AR-III, Tax Parcel 08062 001010B | **Proposed Use: Office/warehouse buildings** | ** Commission District 2 | **Advantage Investment Properties, applicant**

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
   b. **Traffic:** driveway access to Browns Bridge Rd. will need to be permitted through GDOT.
      Ponderosa Drive is a narrow residential roadway, therefore, we recommend that site access be on Browns Bridge Road only and no access be permitted along Ponderosa Drive.
   c. **Utilities:** Hall County/ Gainesville sewer district- No connection within feasible distance.

8. **3655 Friendship Road | Rezone** | from Agricultural Residential (AR-III) to Planned Residential Development (PRD) | on a 10.76± acre tract located on the northeast side of Friendship Road, approximately 230 feet from its intersection with Maple Valley Drive | Zoned AR-III, Tax Parcel 15048 000025 | **Proposed Use: 22-lot single-family development** | ** Commission District 1 | **3655 Friendship Rd., 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
   b. **Traffic:** GODT permit will be required for driveway access to Friendship Road
   c. **Utilities:** Hall County sewer district- Sewer connection within feasible distance (future Friendship Road sewer project)

9. **(A) 0 Cornelia Highway | Rezone** | from Agricultural Residential IV (AR-IV) and Planned Commercial Development (PCD) to Light Industrial (I-I) | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350± feet north of Cornelia Highway | Zoned AR-IV and PCD (GCOD), Tax

Parcel 09030 000030 | **Proposed Use: Self-storage facility** | ** Commission District 3 | **Double E Properties, LLC, applicant**

(B) 0 Cornelia Highway | Variance | 17.420.050.C.2.c. to reduce the required transitional buffer from 50 feet to 25 feet | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350**±** feet north of Cornelia Hwy | Zoned AR-IV and PCD (GCOD), Tax Parcel 09030 000030 | **Proposed Use: Self-storage facility** | ** Commission District 3 | **Double E Properties, LLC, 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
b. **Traffic:** Driveway will need to meet county commercial standards
c. **Utilities:** City of Lula sewer district

10. **4141 Old Cornelia Highway | Amend Conditions of a PRD |** on a 56.42± acre tract located on the north side of Old Cornelia Highway, approximately 636 feet from its intersection with Arthur Miller Road | Zoned PRD, Tax Parcel 15019 000023 | **Proposed Use: Drug and Alcohol Residential Treatment Facility | *** Commission District 3 | Lewis Holdings, LLC, 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
b. **Traffic:** No comment
c. **Utilities:** Hall County sewer district- No connection within feasible distance

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Monday, January 8, 2024 11:45 AM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning)
Subject: Fire Comments

Monday, February 5, 2024 Hall County Planning Commission Meeting.

1. **(A) 0 Cornelia Highway | Rezone** | from Agricultural Residential IV (AR-IV) and Planned Commercial Development (PCD) to Light Industrial (I-I) | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350**±** feet north of Cornelia Highway | Zoned AR-IV and PCD (GCOD), Tax Parcel 09030 000030 | **Proposed Use: Self-storage facility** | ** Commission District 3 | **Double E Properties, LLC, applicant**
   (B) 0 Cornelia Highway | Variance | 17.420.050.C.2.c. to reduce the required transitional buffer from 50 feet to 25 feet | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350**±** feet north of Cornelia Hwy | Zoned AR-IV and PCD (GCOD), Tax Parcel 09030 000030 | **Proposed Use: Self-storage facility** | ** Commission District 3 | **Double E Properties, LLC, applicant**

   1) **The Hall Country Fire Marshal's Office considers the plan conceptual and if approved may require additional modifications during the development review process.**

Regards,

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

Print

Planning Commission Comments - February 5, 2024 - Submission #89287

Date Submitted: 2/4/2024

Comments completed in the form below will be submitted into the record for the February 5, 2024 meeting of the Hall County Planning Commission.

First Name*

Kelly

Last Name*

Woodall

Address1*

7330 Tribble Gap Rd

Address2

City*

Alto

State*

GA

Zip*

30510

Zoning Item for Comment*

9. 0 Cornelia Highway

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

My wife and I own All Things Dental and the property adjacent to O Cornelia Hwy through our LLC. Our business/property is already zoned Commercial so we have no specific objection to the request to rezone the property at 0 Cornelia Hwy. from Agricultural to Light Industrial. However, as I currently serve on the Development Authority in Habersham County, I understand how providing variances for the development of one property may adversely affect the future development of bordering properties.

The property being considered has many unusual features making it difficult to develop for certain applications. The entrance to the property from Tribble Gap Rd. is quite narrow and the far side of the property (north) has a steep slope leading down to a creek/drainage area. Our primary concern would be related to providing a variance to the buffer along the narrow portion of the property at Tribble Gap Rd. since this could create future challenges should we decide to expand our operation along that portion of the boundary. Much of our concern is speculative since we do not know the specific plans for where the self-storage units would be placed on the property. Placing the units close to the entrance at Tribble Gap Rd. between the existing fuel station and our property would require that the units be "shoe-horned" in to fit this narrow strip of land. This would explain the need for a variance to the buffer requirements but would also serve as a primary reason why this variance could be denied. We only ask that serious consideration be given to how providing this variance to the buffer as requested could affect future development we may pursue along that same property line. Sometimes the shape and topography of a site is not a good fit for a proposed usage leading to a need for variances.

Please know we support your efforts and appreciate your diligent work on behalf of the citizens and businesses of Hall County.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

706-654-0952

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

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: DOUBLE E PROPERTIES, LLC
REQUEST: REZONE FROM AR-IV AND PCD TO I-1
FOR A SELF-STORAGE FACILITY
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: FEB 05, 2024
Time: 5:15 PM
&
COUNTY COMMISSION
Date: MAR 14, 2024
Time: 6:00 PM
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

AGENDA ITEM

Planning and Development

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 112/2024

SUBJECT: **0 Cornelia Highway | Variance |** 17.420.050.C.2.c. to reduce the required transitional buffer from 50 feet to 25 feet | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350± feet north of Cornelia Hwy | Zoned AR-IV and PCD (GCOD), Tax Parcel 09030 000030 **| Proposed Use: Self-storage facility |** Commission District 3 **| Double E Properties, LLC, applicant.**

Meetings:

Work Session Date: 03/11/24 **Voting Meeting Date:** 03/14/24

Executive Summary:

Presenter: BG
Recommendation:

Approval.

Conditions:

1. The property shall be developed in accordance with the site plan submitted on December 19, 2023 and as described in the project narrative submitted on December 8, 2023 as well as the architectural renderings labeled as Exhibits A and B, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval. The area designated as "Potential Future Development" on the site plan is not approved as a function of this decision. Development of the area designated as "Potential Future Development" shall require a separate review and be subject to development standards in place at time of submittal.
2. Development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420), except as described in the conditions herein.
3. Final review and approval of building elevations is subject to the Director of Community Development and Infrastructure, or their designee.
4. Any proposed building shall be no greater than three (3) stories in height, in addition to one (1) basement level.
5. Access to the development shall be approved by Hall County Traffic and/or the Georgia Department of Transportation, whichever applies.
6. All conditions of zoning shall be made a part of any plat(s) or construction plans created for the property.
7. A 25 foot transitional buffer shall be required with a 6 foot opaque fence along tax parcel 09030 000029. A 25 foot buffer shall be required where the subject property is adjacent to agricultural-residential zoned property.
8. 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."
9. The following statement regarding the potential impacts of industrial operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants and users of the property shown on this plat are hereby informed of the impacts associated with the existing commercial and industrial practices which take place on the adjacent and nearby properties that include, but are not limited to noise, odors, dust, and the operation of machinery and motor vehicles. The owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
10. Where storage buildings are located adjacent to drive aisles, parallel parking shall be provided and the drive aisles shall remain at least 26 feet wide.
11. A 6 foot high ornamental fence with brick or stone columns shall be installed along the right-of-way of Tribble Gap Road at the front entrance to the development.
12. Any chain-link security fence shall be vinyl coating, with the exception of the previously mentioned opaque fence.

Purpose of Request:

0 Cornelia Highway | Variance | 17.420.050.C.2.c. to reduce the required transitional buffer from 50 feet to 25 feet | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350± feet north of Cornelia Hwy | Zoned AR-IV and PCD (GCOD), Tax Parcel 09030 000030 | **Proposed Use: Self-storage facility |** Commission District 3 | **Double E Properties, LLC, applicant.**

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
AD	BG	WLI	CR
Clerk			

Clerk
JR

Attachments:
Board Memo
Recommendation Report
Application
Narrative
Site Plan
Maps
Renderings
Deed
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Public Comment
Notice Sign Photo

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

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

From: Beth Garmon, Assistant Director of Planning & Development

Date: February 26, 2024

Subject: **(B) 0 Cornelia Highway | Variance** | 17.420.050.C.2.c. to reduce the required transitional buffer from 50 feet to 25 feet | on a 9.39± acre tract | **Proposed Use: Self-storage facility** | **Double E Properties, LLC, applicant**

The request before you is the request of Double E Properties, LLC for Variance from 17.420.050.C.2.c. to reduce the required transitional buffer from 50 feet to 25 feet to allow a self-storage facility. This item is located within Commission District 3.

At their February 5, 2024 meeting, the Hall County Planning Commission voted to recommend approval with twelve (12) conditions **(5-0)**.

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

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

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan submitted on December 19, 2023 and as described in the project narrative submitted on December 8, 2023 as well as the architectural renderings labeled as Exhibits A and B, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval. The area designated as “Potential Future Development” on the site plan is not approved as a function of this decision. Development of the area designated as “Potential Future Development” shall require a separate review and be subject to development standards in place at time of submittal.
2. Development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420), except as described in the conditions herein.

3. Final review and approval of building elevations is subject to the Director of Community Development and Infrastructure, or their designee.
4. Any proposed building shall be no greater than three (3) stories in height, in addition to one (1) basement level.
5. Access to the development shall be approved by Hall County Traffic and/or the Georgia Department of Transportation, whichever applies.
6. All conditions of zoning shall be made a part of any plat(s) or construction plans created for the property.
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12. Any chain-link security fence shall be vinyl coating, with the exception of the previously mentioned opaque fence.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Double E Properties, LLC

Request ..... **(A)** Rezone | from Agricultural Residential IV (AR-IV, 17.120) and Planned Commercial Development (PCD, 17.180.080) / Gateway Corridors Overlay District (GCOD, 17.420) to Light Industrial (I-I, 17.160) / Gateway Corridors Overlay District (GCOD, 17.420)
(B) Variance | 17.420.050.C.2.c to reduce the required transitional buffer from 50 feet to 25 feet from the left side and rear property lines

Proposed Use ..... Self-storage facility

Size ..... 9.39± acres

Zoning ..... Current Agricultural Residential IV (AR-IV, 17.120) and Planned Commercial Development (PCD, 17.180.080) / Gateway Corridors Overlay District (GCOD, 17.420) | Proposed Light Industrial (I-I, 17.160) / Gateway Corridors Overlay District (GCOD, 17.420)

Location ..... **0 Cornelia Highway |** Tax Parcel 09030 000030

Commission District ..... Three

Planning Commission Date ..... February 5, 2024

Staff Recommendation ..... **(A) Approval, with conditions,** as the proposed use and rezoning requests are consistent with surrounding development and business types; and **(B) Denial,** as no hardship exists pursuant to the criteria found in 2.60.030.

Planning Commission Recommendation.....**(A)** Approval, with conditions
Vote: 5-0
(B) Approval, with conditions
Vote: 5-0

(A) & (B) Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan submitted on December 19, 2023 and as described in the project narrative submitted on December 8, 2023 as well as the architectural renderings labeled as Exhibits A and B, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval. The area designated as “Potential Future Development” on the site plan is not approved as a function of this decision. Development of the area designated as “Potential Future Development” shall require a separate review and be subject to development standards in place at time of submittal.
2. Development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420), except as described in the conditions herein.
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12. Any chain-link security fence shall be vinyl coating, with the exception of the previously mentioned opaque fence.

Staff Recommended Conditions:

1. The property shall be developed in accordance with the site plan submitted on December 19, 2023 and as described in the project narrative submitted on December 8, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site

plan approval. The area designated as "potential future development" on the site plan is not approved as a function of this decision. Development of the area designated as "potential future development" shall require a separate and be subject to development standards in place at time of submittal.

2. Development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420), except as described in the conditions herein.
3. Final review and approval of building elevations is subject to the Director of Community Development and Infrastructure, or their designee.
4. Any proposed building shall be no greater than three (3) stories in height, in addition to one (1) basement level.
5. Access to the development shall be approved by Hall County Traffic and/or the Georgia Department of Transportation, whichever applies.
6. All conditions of zoning shall be made a part of any plat(s) or construction plans created for the property.

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:

17.420.050.C.2.c Transitional Buffers – Width of Transitional Buffer

- Where an industrial zoning district abuts property zoned for residential or agricultural use, the minimum width shall be 50 feet.
    - Applicant requests relief from this requirement and has proposed a buffer width of 25 feet along the rear and left side property lines.

17.420.050.D.1 Other Landscape and Screening Standards

- Building perimeter walls. Shrubs shall be planted within ten feet of the foundation of the primary structure along each building facade at the rate of at least 20 shrubs per 100 lineal feet of building facade except for sides or rear of building used for loading or service areas.
    - Applicant does not propose the planting of shrubs within ten feet of either of the two largest structures.

17.420.050.G.1 Interparcel Access

- Interparcel access, joint driveways, cross access drives and access easements shall be strongly encouraged for adjacent non-residential development along an arterial or collector street, except where the director determines that they are unfeasible because of topographic or other site-specific constraints.
    - Applicant does not propose interparcel connection on the site plan or in the submitted narrative.

17.420.050.H.1.c Architectural Standards for Non-residential Buildings

- Non-residential buildings shall have at least 1,000 square feet of heated floor space.
    - Applicant has proposed a storage building measuring 800 square feet in area.

17.420.050.H.2.a Architectural Standards for Non-residential Buildings

- The use of a common palette of building materials should be maintained for all four sides of principal buildings to create a consistent and traditional architectural identity. For large commercial/retail buildings and multifamily buildings, variation in building materials, texture, and depth should be employed to provide design variation.
    - Applicant requests that only building sides which are visible from Cornelia Highway (State Route 365) adhere to this standard.

Public Forum:

There were no comments in support or opposition.

Summary Analysis

The applicant is requesting to **(A)** rezone 9.39± acres of property from Agricultural Residential IV (AR-IV, 17.120) and Planned Commercial Development (PCD, 17.180.080) to Light industrial (I-I, 17.160) for the purpose of constructing a self-storage facility. Concurrent to this request, the applicant is requesting a **(B)** variance to reduce the required transitional buffer from 50 feet to 25 feet along the rear and left side property lines. The property is located within the Gateway Corridors Overlay District (GCOD, 17.420), which provides additional standards for non-residential development. The subject property is currently undeveloped.

Per the submitted rezoning plan, the facility will consist of ten separate storage structures. The development will feature two three-story, 78,400 square-foot storage buildings. These two buildings will be equipped with basements and interior access to individual storage units. The remaining 15,600 square feet of storage space will be divided amongst eight exterior-access buildings, ranging from 800 square feet (Building H) to 5,200 square feet (Building A) in floor area. Non-residential property development standards within the Gateway Corridors Overlay District (GCOD, 17.420) require all non-residential buildings contain no less than 1,000 square feet of heated floor space (17.420.050(H)). Building H does not meet this requirement. Architectural details have not been provided in the submittal; however, the applicant intends to meet GCOD standards.

The applicant's submittal denotes an area in the northeast of the subject area as "potential future development." However, no specific improvements to that area have been included in the application, and access is limited from both Tribble Gap Road and Cornelia Highway due to stream buffers in the area.

The rezoning plan shows a single access point to serve the development at Tribble Gap Road, along which the subject parcel has approximately 200 feet of frontage. The applicant also intends to construct a turnaround area located before the gated entrance for vehicles who cannot gain access through the gate. The drive-aisles within the facility, along with the access point, are proposed to be 26 feet wide.

As part of the submittal, the applicant has proposed an on-site septic system for handling waste. The system will serve restrooms in all buildings with more than one level, which will include buildings B and G, at a minimum. A septic area is proposed in the western part of the development, north of buildings G and H. A strategy to provide water to the development has not been specified, but a waterline is under construction within the GA-365 right-of-way, immediately adjacent to the subject property.

The submitted rezoning plan indicates the presence of two streams in the northeast of the subject parcel. Part of the proposed stormwater detention facility encroaches on the 75-foot impervious setback; however, all other development remains outside of the stream buffer.

The non-residential property development standards for the Gateway Corridors Overlay District (GCOD, 17.420) require transitional buffers between dissimilar uses or activities. The applicant's proposal to rezone the subject parcel to Light industrial (I-I, 17.160) necessitates a 50-foot transitional buffer adjacent to parcels with residential uses (17.420.050(C)(2)). Parcels 09030 000029 and 09030 000023, which border the subject parcel to the northwest, are zoned Agricultural Residential IV (AR-IV, 17.120). The applicant is requesting relief from the 50-foot buffer requirement, concurrent with their rezoning request, to reduce the required buffer widths from 50 feet to 25 feet.

Two (2) **variances** to the side and rear buffer requirements will be required if the site plan is approved as presented.

- Relief from 50-foot side and rear yard buffer requirement in 17.420.050(C) for the Gateway Corridors Overlay District (GCOD, 17.420).
    - The applicant is proposing a buffer of 25 feet along the rear and the left side property line.

GCOD Analysis

Standard	Compliance?	Proposed Work	Notes
17.420.050.C – Transitional buffers	Variance Requested	Installation of 25-foot buffers where adjacent to residential uses.	The applicant is requesting relief from the 50-foot buffer requirement to allow for 25-foot buffers along the rear and left side property lines.
17.420.050.D – Other landscape and screening standards	Deficient	Construction of storage buildings without perimeter shrubs.	The site plan shows several the storage buildings are surrounded by pavement on three or more sides, with no planting areas designated.
17.420.050.E – Parking lot design	Compliant	Construction of 17 parking spaces, at a rate of approximately 1 per 10,000 square foot of storage space.	The code requires 3.5 spaces for each 1,000 square feet of gross floor area. No specific standard is recommended for self-storage warehouses.
17.420.050.F – Outdoor lighting	Compliant	Installation of non-spill LED security lighting, per submitted narrative.	This standard will be verified at time of permitting.

17.420.050.G – Interparcel access	Deficient	None	Internal Parcel connection is not proposed on the site plan or in the submitted narrative.
17.420.050.H – Architectural standards for non-residential buildings	Deficient	Installation of an 800 square foot storage building (Building H).	All other buildings meet the 1,000 square foot floor space minimum. Building materials have not been specified, but applicant states they will be compliant with applicable standards.
17.420.060 – Signs	Compliant	Installation of code-compliant signage, per submitted narrative.	The quantity and location of said signage is unspecified.

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 "Rural." This land use category is characterized by very low-density single-family residences and agricultural uses. The intent of this character area is to preserve the existing rural character, which includes large-lot residences, agricultural uses, and natural and historic features. However, the subject site is located in the vicinity of several light industrial developments within the Rural land use area.

(A) 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, as there are other light industrial uses in the vicinity, including a self-storage facility. Proximity to Cornelia Highway (GA-365) facilitates ease of access to the site.**

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 light industrial 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 IV (AR-IV, 17.120) and Planned Commercial Development (PCD, 17.180.080). Though the subject property is currently undeveloped, nearby properties similarly zoned are developed.**

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 will not result in an excessive or burdensome use of local transportation or utility infrastructure.**

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 "Rural" land use designation. This land use area envisions very low-density residential and agricultural development. However, the**

subject property is located along the GA-365 corridor and is in the vicinity of commercial and industrial uses and zoning districts.

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; **According to property tax records, parcel 09030 000030 has not been developed.**

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 applicant has initiated a request to rezone the property to the Light industrial (I-I, 17.160) district. The property across the street on the west side of Tribble Gap Road is likewise zoned Light Industrial.**

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; **As the population and density of greater Hall County increases, the need for more self-storage has increased.**

14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are many other zoning districts within the county that support the development of a self-storage facility without the need for a rezoning request.**

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. The variance request concurrent with the rezoning request concerns the required transitional buffers.**

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.**

(B) Zoning Analysis

The County Commission is authorized to grant concurrent variances from the strict application of this Resolution upon proof by a preponderance of the evidence that 2.60.030.J provided the request meets the criteria set forth in 2.60.030.K.

1. There are extraordinary and exceptional conditions pertaining to the lot in question because of its size, shape, or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship); **The subject parcel is an irregular, elongated shape with several "pinch points" that are less than 120 feet in width.**

2. The application of the requirements of this Title 17 to this particular piece of property would create an unusual hardship; **The application of Title 17 requirements would not create an unusual hardship; however, most development would be limited to one central area of the property where there is reasonable buildable area.**

3. Such conditions are peculiar to the particular piece of property involved and are not common to other properties in the neighborhood; **Several other parcels within the neighborhood also have irregular or stretched shapes.**

4. Such conditions are not the result of any actions of the property owner; **The property owner purchased the lot in 2004 in its current configuration.**

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of Title 17; provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by Title 17 or for a conditional use which has been denied by the county planning commission. **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of Title 17.**

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 as 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 meets the requirement. The applicant has provided a site plan and included the necessary information to properly assess the development.**

C. For any application for a slow rate land treatment system (see chapter 17.20), the following additional requirements apply. **This standard is not applicable, as the site development does not include a slow rate land treatment system.**

D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **This requirement is not applicable, as no residential development has been proposed.**

Development Support and Constraints

Hall County Environmental Health

In an email dated January 4, 2024, Emily McGahee stated “Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.”

Hall County Fire Marshal

In an email dated January 8, 2024, John Tucker, Deputy Fire Marshal, stated the following:

The Hall Country Fire Marshal’s Office considers the plan conceptual and if approved may require additional modifications during the development review process.

Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated January 5, 2024, Bill Nash, Director, 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.

Traffic:
Driveway will need to meet county commercial standards.

Utilities:
City of Lula sewer district.

Georgia Department of Transportation
In an email dated January 5, 2024, Veronica Chavers, D1TO Civil Engineer III, did not indicate that GDOT coordination would be required for this request.

- **Excerpts from the minutes of the February 5, 2024 meeting**

Applicant's Presentation:

Beth Garmon, Planning and Zoning Administrator, presented a summary of the request.

James Irvin, 164 Professional Drive, Baldwin, presented the request. The applicant presented renderings of the development and stated that the buildings will be multistory. The applicant stated that a tree replacement plan with be required and provided before any land disturbance occurs. The applicant stated that there will not be a lot of traffic generated and there will not be many people on the property at the same time. The applicant stated that it will be secured with fencing and cameras.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Mr. Braswell questioned if there was going to be an office space and if so, in what building. The applicant stated that the operation would be manned by a phone application but there would be a business manager tending to the property on a regular basis. Mr. Hunt stated that the buffer along the chicken houses needs to stay at 50 feet. Ms. Pilcher agreed. Mr. Hunt questioned if there was a security fence around the property. The applicant stated that was correct. Mr. Hunt stated he would allow a 25 foot transitional buffer if the applicant adds an opaque fence. The applicant was in agreement.

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

Conditions:

1. The property shall be developed in accordance with the site plan submitted on December 19, 2023 and as described in the project narrative submitted on December 8, 2023 as well as the architectural renderings labeled as Exhibits A and B, modified as necessary for compliance with

conditions herein and development standards enforced at the time of site plan approval. The area designated as “Potential Future Development” on the site plan is not approved as a function of this decision. Development of the area designated as “Potential Future Development” shall require a separate review and be subject to development standards in place at time of submittal.

2. Development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420), except as described in the conditions herein.
3. Final review and approval of building elevations is subject to the Director of Community Development and Infrastructure, or their designee.
4. Any proposed building shall be no greater than three (3) stories in height, in addition to one (1) basement level.
5. Access to the development shall be approved by Hall County Traffic and/or the Georgia Department of Transportation, whichever applies.
6. All conditions of zoning shall be made a part of any plat(s) or construction plans created for the property.
7. A 25 foot transitional buffer shall be required with a 6 foot opaque fence along tax parcel 09030 000029. A 25 foot buffer shall be required where the subject property is adjacent to agricultural-residential zoned property.
8. 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.”
9. The following statement regarding the potential impacts of industrial operations in the area shall be made a part of any plat recorded on the property:
   "Owners, occupants and users of the property shown on this plat are hereby informed of the impacts associated with the existing commercial and industrial practices which take place on the adjacent and nearby properties that include, but are not limited to noise, odors, dust, and the operation of machinery and motor vehicles. The owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
10. Where storage buildings are located adjacent to drive aisles, parallel parking shall be provided and the drive aisles shall remain at least 26 feet wide.
11. A 6 foot high ornamental fence with brick or stone columns shall be installed along the right-of-way of Tribble Gap Road at the front entrance to the development.
12. Any chain-link security fence shall be vinyl coating, with the exception of the previously mentioned opaque fence.

9(B)

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

Conditions:

1. The property shall be developed in accordance with the site plan submitted on December 19, 2023 and as described in the project narrative submitted on December 8, 2023 as well as the architectural renderings labeled as Exhibits A and B, modified as necessary for compliance with

conditions herein and development standards enforced at the time of site plan approval. The area designated as “Potential Future Development” on the site plan is not approved as a function of this decision. Development of the area designated as “Potential Future Development” shall require a separate review and be subject to development standards in place at time of submittal.

2. Development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420), except as described in the conditions herein.
3. Final review and approval of building elevations is subject to the Director of Community Development and Infrastructure, or their designee.
4. Any proposed building shall be no greater than three (3) stories in height, in addition to one (1) basement level.
5. Access to the development shall be approved by Hall County Traffic and/or the Georgia Department of Transportation, whichever applies.
6. All conditions of zoning shall be made a part of any plat(s) or construction plans created for the property.
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PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

VARIANCE APPLICATION

Applicant (Name and Mailing Address)

DOUBLE E PROPERTIES, LLC
439 GREEN STREET NW
GAINESVILLE, GA 30501

Phone 404-925-4045

Email Address elizabethevansee123@gmail.com

Property Owner (Name and Mailing Address)

CECELIA A. HENNIG
241 LEGACY DRIVE
DEMOREST, GA 30535

Phone 770-540-2243

Email Address cece001@bellsouth.net

Location of Property TRIBBLE GAP ROAD, ALTO, GA 30510

Present Zoning PCD & AR-IV Existing Structures NO EXISTING STRUCTURES

Type of Appeal:

		___ Front Yard	From ___ ft. to ___ ft.
X	Setback Variance (BUFFER)	___ Right Side Yard	From ___ ft. to ___ ft.
		X Left Side Yard	From 50 ft. to 25 ft.
___	Road Frontage Variance	X Rear Yard	From 50 ft. to 25 ft.
		___ Road Frontage	From ___ ft. to ___ ft.
___	Sign Variance	___ Sign Area	From ___ ft. to ___ ft.
		___ Sign Height	From ___ ft. to ___ ft.
___	Hardship Mobile Home	___ Doctor's Letter	___ Terms Agreement

---

Supporting Documents: X Plat of Property X Site Plan
X Deed of Property ___ Floor Plans
X Hardship Statement X Other

Fee (Must be paid for application to be complete): $ _____

Hardship Mobile Home:

I understand that, if granted, the mobile home must be removed from the property when my hardship ceases to exist.

_____
(Signature)

I hereby certify that the above information is true & correct to the best of my knowledge.

Sign _____ Date Dec 20, 2023

I hereby withdraw this application.

Sign _____ Date _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ If Appealed County Commission Date: _____

County Commission District: _____

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

HALL COUNTY
GEORGIA
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AUTHORIZATION OF PROPERTY OWNERS

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

Name of owner(s) Cecelia A. Hennig

Address 241 Legacy Drive
Demorest GA. 30535

Phone Number 770-540-2243

Name of applicant(s) DOUBLE E PROPERTIES, LLC (ELIZABETH EVANS)

Address 439 GREEN STREET
GAINESVILLE, GA 30501

Phone Number (404) 925-4045

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

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

Signature of Owner(s)

Personally appeared before me

CECELIA A HENNIG

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

Notary Public

SONDRA CHAMPE NOTARY PUBLIC Exp. June 11, 2027 WHITE COUNTY, GA

12-06-2023
Date

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

HALL COUNTY
GEORGIA
We have it all in Hall

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: Cecilia A Henning **Date:** 12-06-2023

Applicant's/Owner's Name (Printed): Cecilia A. Henning, Manager

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

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

I have**____ I have not__X__

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Elizabeth Evans (Dec 20, 2023 00:36 EST) **Date:** Dec 20, 2023

Applicant's/Owner's Name (Printed): Elizabeth Evans

foothills land design

NARRATIVE REPORT
REQUEST FOR REZONING AND VARIANCE
HALL COUNTY, GEORGIA

RE: 9.39 acres located near 7316 Tribble Gap, Alto, GA 30510
Parcel ID 09030 000030

Double E Properties, LLC (the "Applicant") respectfully submits this Narrative Report to the Hall County Board of Commissioners in support of an application for rezoning approval and conditional use for a self-storage facility in the Gateway Corridor Overlay district. The property is currently PCD and AR-IV zoning and the proposed zoning is PCD (Planned Commercial Development). The applicant also requests a variance from the required 50' buffer along residential properties to 25'.

The primary use of this parcel is planned and intended to be used as dry and conditioned self-storage. The total amount of storage area is 172,400 sf. Two of the buildings will have access to the storage units from the interior and will be 3 levels with a basement. In addition to the buildings shown, there is potential for future development on the north end of the property. The use is undetermined but will correlate with a self-storage facility. The use would not be residential or retail. It is understood that the building materials must follow the Gateway Corridor Overlay District requirements. The applicant would like to request that any sides not visible from Hwy 365 be allowed to vary from these guidelines. The buildings are oriented so that most roll-up doors will not be visible from SR 365.

Outdoor storage is not proposed currently. However, it is understood that any outdoor storage will require opaque fencing within the Gateway Corridor Overlay district. Security fencing is shown on the site plan. Lighting will be LED security non-spill lighting and signage will concur with Hall County regulations. The possible septic system area is proposed as there will be one bathroom in each of the multi-story buildings.

There are two adjacent properties zoned PCD, two zoned AR-IV, and one adjacent property zoned PID. For the AR-IV properties, one is vacant and the other is a poultry house farm. The poultry houses are approximately 30' from the property line. A tree replacement plan will be required and provided by the applicant before any land disturbance occurs. It is along these properties zoned AR-IV in which a variance of 25' is requested for the buffer requirement.

Foothills Land Design, LLC
164 Professional Drive
Baldwin, GA 30511

Ph: 706-778-0067
Fax: 706-778-0069
www.foothillsld.com

The property is uniquely shaped with large portions of the property unusable due to floodplain and creek buffers. This will provide partial screening from SR 365 and neighboring properties to the north. The proposed self-storage facility uses only 3 acres of the 9.39 acres. The proposed use is consistent with recent commercial growth in the immediate vicinity and with adjacent properties. The proposed use will not have any adverse impacts to the environment and the current stormwater management regulations will be followed.

Sincerely,

James Irvin, PE
Engineer for Applicant
Foothills Land Design, LLC

Foothills Land Design, LLC
164 Professional Drive
Baldwin, GA 30511

Ph: 706-778-0067
Fax: 706-778-0069
www.foothillsld.com

LEGEND

PROPOSED ASPHALT PAVING

GENERAL NOTES:

1. APPLICANT: DOUBLE E PROPERTIES, LLC
   439 GREEN STREET SW
   GAINESVILLE, GA 30501
   (404) 925-4045
2. ENGINEERING CONTACT: JAMES IRVIN @ 706-778-0067
3. SITE AREA: 9.39 ACRES
4. TAX PARCEL #09030 000030
5. EXISTING ZONING: PCD AND AR-IV
   PROPOSED ZONING: I-I
6. STORMWATER RETENTION FACILITY WILL BE PROVIDED AND MAINTAINED BY THE OWNER.
7. THIS PROPERTY IS LOCATED IN THE HALL COUNTY GATEWAY OVERLAY DISTRICT.

N/F
BINH VAN HOANG
PHAM PHUONG T
AR-IV ZONING
(EXISTING POULTRY FARM)

HAGEN CREEK

N/F
PREMIERE PROPERTY
DEVELOPMENT LLC
PID ZONING

75' IMPERVIOUS SETBACK

50' COUNTY WATERS BUFFER

25' STATE WATERS BUFFER

APPROX. LOCATION OF FLOOD LIMITS

25' TRANSITIONAL BUFFER

POTENTIAL FUTURE DEVELOPMENT

60' SETBACK

10' LANDSCAPE STRIP

PROPOSED FIRE HYDRANT

PROPOSED 1,100 SF BUILDING E

PROPOSED 1,000 SF BUILDING F

PROPOSED 1,600 SF BUILDING D

PROPOSED SEPTIC AREA

N/F
BRUCE AND TERESA JACKSON
AR-IV ZONING

PROPOSED 78,400 SF 3 LEVELS WITH BASEMENT SELF STORAGE BUILDING G

PROPOSED 6' CHAIN LINK FENCE

PROPOSED 800 SF BUILDING H

N/F
GLW FAMILY HOLDINGS LLC
PCD ZONING

PROPOSED 1,600 SF BUILDING I

PROPOSED 78,400 SF 3 LEVELS WITH BASEMENT SELF STORAGE BUILDING B

PROPOSED 1,500 SF BUILDING C

PROPOSED STORMWATER DETENTION FACILITY

25' STATE WATERS BUFFER

50' COUNTY WATERS BUFFER

75' IMPERVIOUS SETBACK

PROPOSED FIRE HYDRANT

PROPOSED 2,800 SF BUILDING J

PROPOSED 5,200 SF BUILDING A

PROPOSED GATE

POSSIBLE SIGN LOCATION

TRIBBLE GAP ROAD
100' R/W

10' LANDSCAPE STRIP

30' SETBACK

20' SETBACK

10' LANDSCAPE STRIP

CITY OF GAINESVILLE 12" WATER MAIN UNDER CONSTRUCTION

PROPOSED 6' CHAIN LINK FENCE

N/F
ARMAAN FOOD & GAS, INC.
PCD ZONING
(EXISTING CONVENIENCE STORE)

PROPOSED FIRE HYDRANT

US 23 / GA HWY 365
R/W VARIES

0' 60' 120' 180'
SCALE: 1" = 60'

foothills land design
164 PROFESSIONAL DRIVE
BALDWIN, GA 30511
PHONE: (706) 778-0067
FAX: (706) 778-0069
www.foothillsld.com

DEVELOPER:
DOUBLE E PROPERTIES, LLC
439 GREEN STREET SW
GAINESVILLE, GA 30501

REZONING PLAN

TRIBBLE GAP SELF STORAGE

LAND LOT 30, 9TH DISTRICT
HALL COUNTY, GA

REVISIONS: NO.	DESCRIPTION	DATE

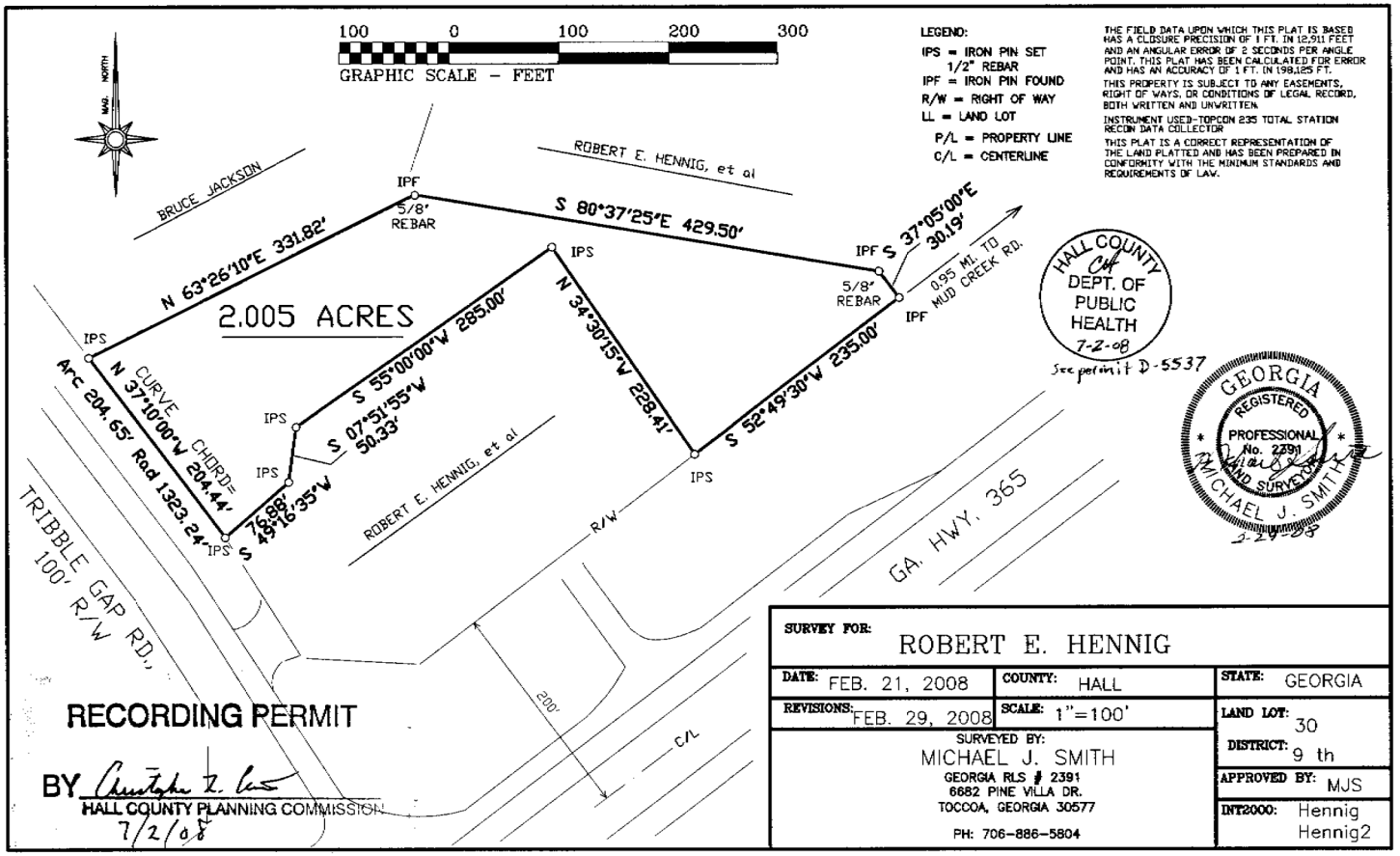
GEORGIA REGISTERED No. 28838 PROFESSIONAL ENGINEER JAMES D. IRVIN

GSWCC LEVEL II #9832

DATE: DECEMBER 8, 2023

SCALE: 1" = 60'

SHEET:
C1
JOB #23139



Hall County, Georgia, Clerk Superior Court
filed in office this 2 day of July
20 08 at 2:50 pm. Recorded in Plat
Book 859 Page 157
Dwight S. Wood
Dwight S. Wood, Clerk GC/MB

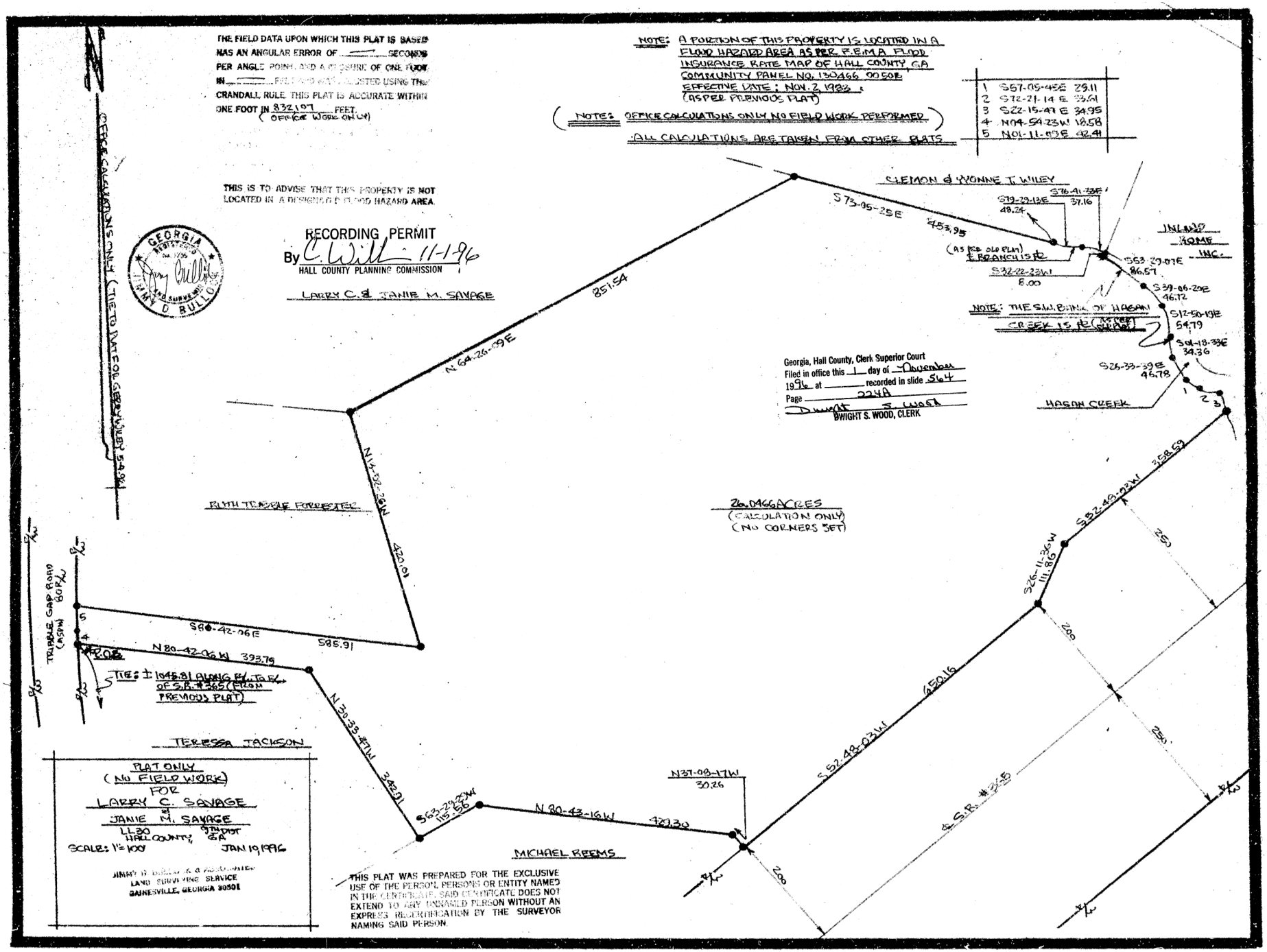
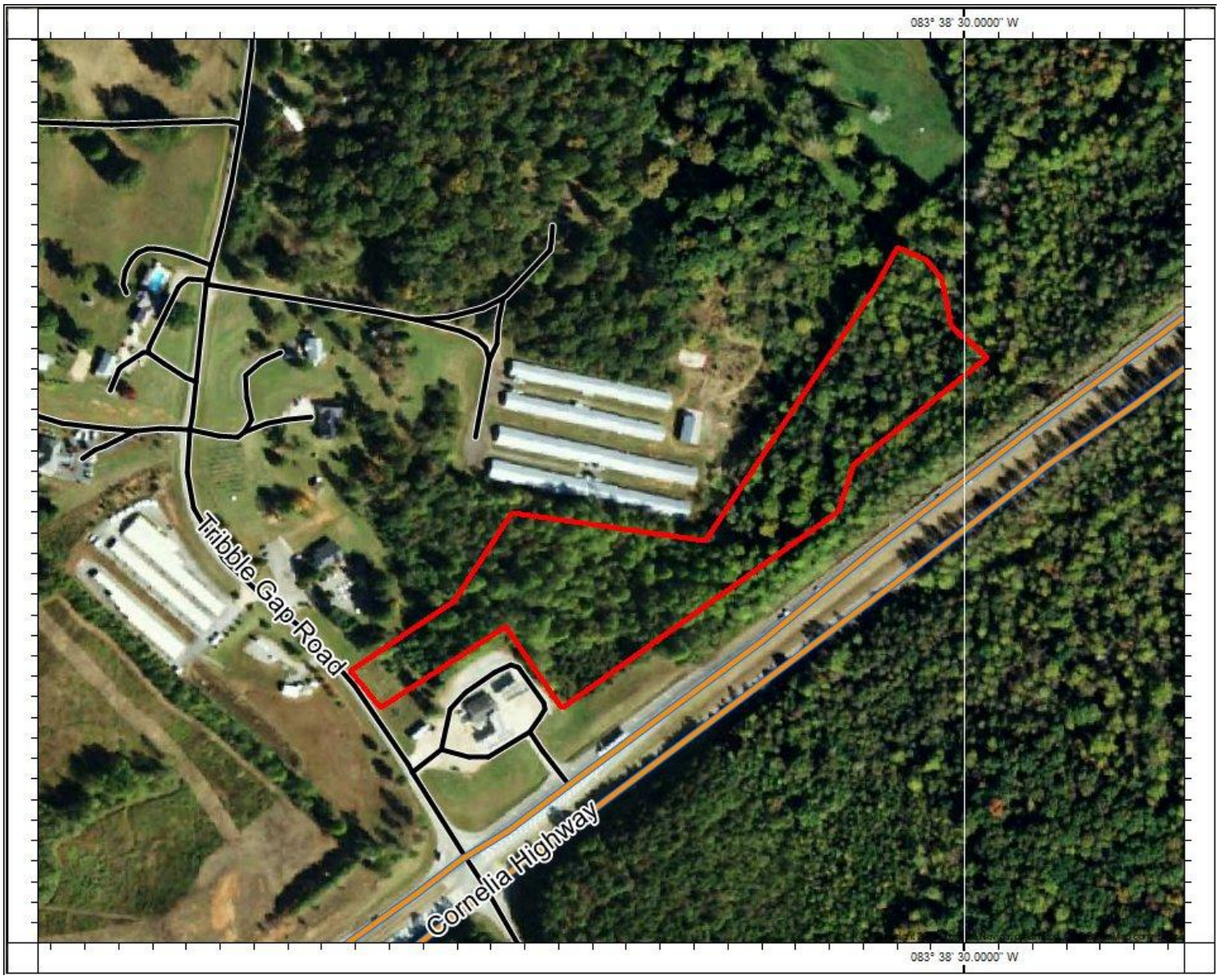

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF ____ SECONDS PER ANGLE POINT, AND A POSITIONAL ERROR OF ONE FOOT IN ____ FEET AS DETERMINED BY THE CRANDALL RULE. THIS PLAT IS ACCURATE WITHIN ONE FOOT IN 832,197 FEET. (OFFICE WORK ONLY)
NOTE: A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA AS PER F.E.M.A. FLOOD INSURANCE RATE MAP OF HALL COUNTY, GA COMMUNITY PANEL NO. 130466 0050B EFFECTIVE DATE: NOV. 2, 1988 (AS PER PREVIOUS PLAT)
(NOTE: OFFICE CALCULATIONS ONLY, NO FIELD WORK PERFORMED. ALL CALCULATIONS ARE TAKEN FROM OTHER PLATS)
1 S67-05-45E 29.11
2 S72-21-14 E 33.61
3 S22-15-47 E 34.95
4 N04-54-23W 10.58
5 N01-11-00E 42.41
THIS IS TO ADVISE THAT THIS PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA.
GEORGIA REGISTERED No. 1205 LAND SURVEYOR JIMMY D. BULLOCH
RECORDING PERMIT
By C. Will 11-1-96
HALL COUNTY PLANNING COMMISSION
CLEMON & YVONNE T. WILEY
LARRY C. & JANIE M. SAVAGE
S73-05-25E 453.95
N64-26-19E 851.54
N14-52-26W 420.01
S86-42-06E 585.91
N80-42-06W 393.79
N30-33-47W 342.91
S63-23-23W 115.66
N80-43-16W 420.30
N37-08-17W 30.26
S52-48-03W 450.16
S26-11-26W 111.86
S52-48-03W 358.59
S63-29-07E 86.57
S39-06-20E 46.72
S12-50-19E 54.79
S14-18-33E 34.36
S26-33-39E 46.78
S79-29-13E 48.24
S76-41-33E 37.16
S32-22-23W 8.00
INLAND HOME INC.
NOTE: THE S.W. BANK OF HAGAN CREEK IS ±
HAGAN CREEK
RUTH TRIBBLE FORRESTER
TRIBBLE GAP ROAD 80' R/W (ASPH)
POB
TIE: ± 1445.81 ALONG R/W TO E/L OF S.R. #365 (FROM PREVIOUS PLAT)
TERESSA JACKSON
MICHAEL REEMS
S.R. #365
26.046 ACRES (CALCULATION ONLY) (NO CORNERS SET)
Georgia, Hall County, Clerk Superior Court
Filed in office this 1 day of November
1996 at ____ recorded in slide 564
Page 224B
Dwight S. Wood
DWIGHT S. WOOD, CLERK
PLAT ONLY (NO FIELD WORK) FOR LARRY C. SAVAGE & JANIE M. SAVAGE
LL 30 9TH DIST HALL COUNTY, GA
SCALE: 1"=100' JAN 19, 1996
JIMMY D. BULLOCH & ASSOCIATES LAND SURVEYING SERVICE GAINESVILLE, GEORGIA 30501
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE CERTIFICATE. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

Exhibit "D"
Seller provided Aerial - outling subject property

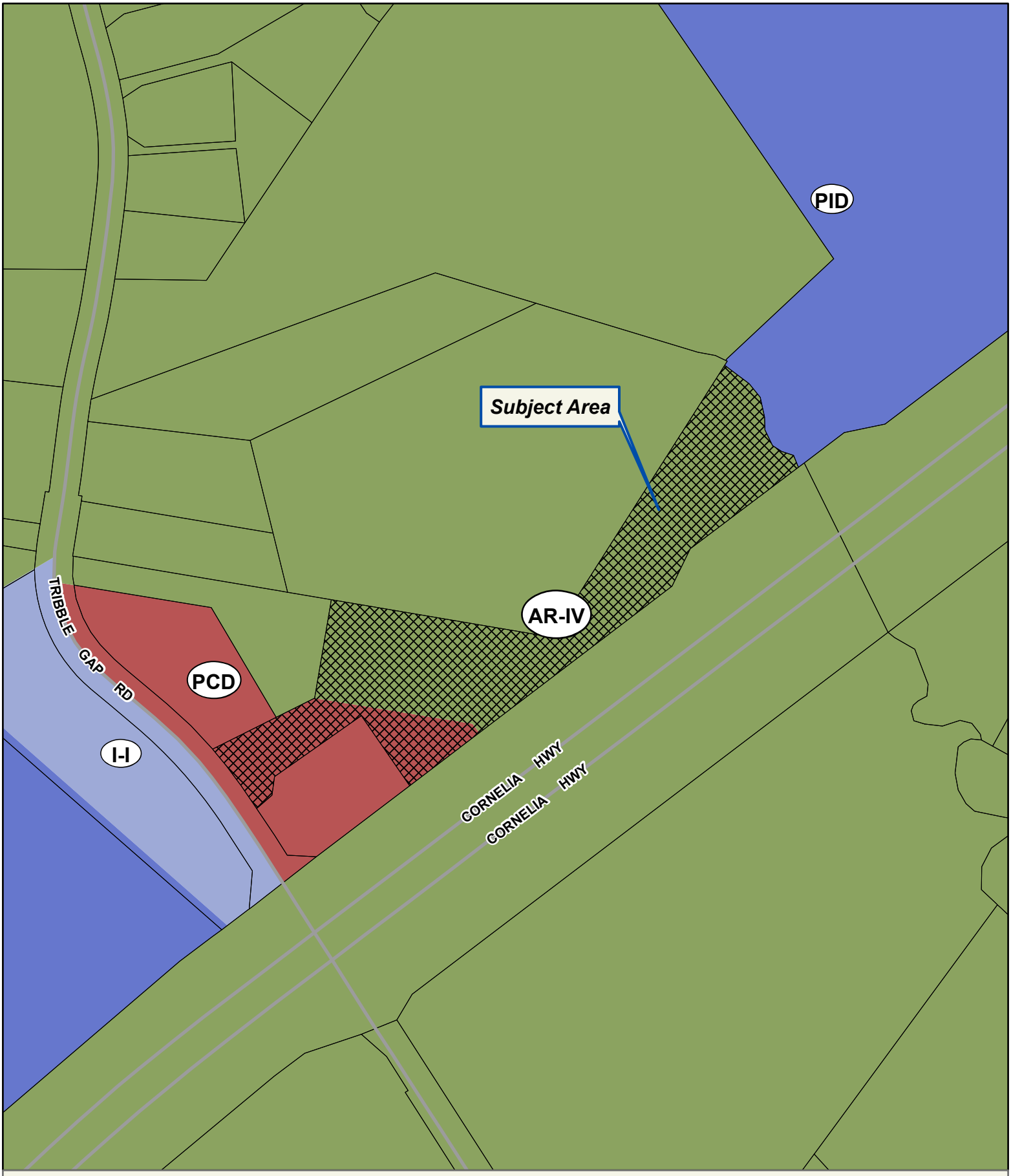


Applicant: Double E Properties, LLC
Tax Parcel #: 09030 000030
Location: 7322 TRIBBLE GAP ROAD, ALTO, GA, 30510
Commission District 3 **PC Mtg. Date: 02/05/24**

0 100 200 400
Feet

Zoning Boundary
City Limits
Subject Area

N

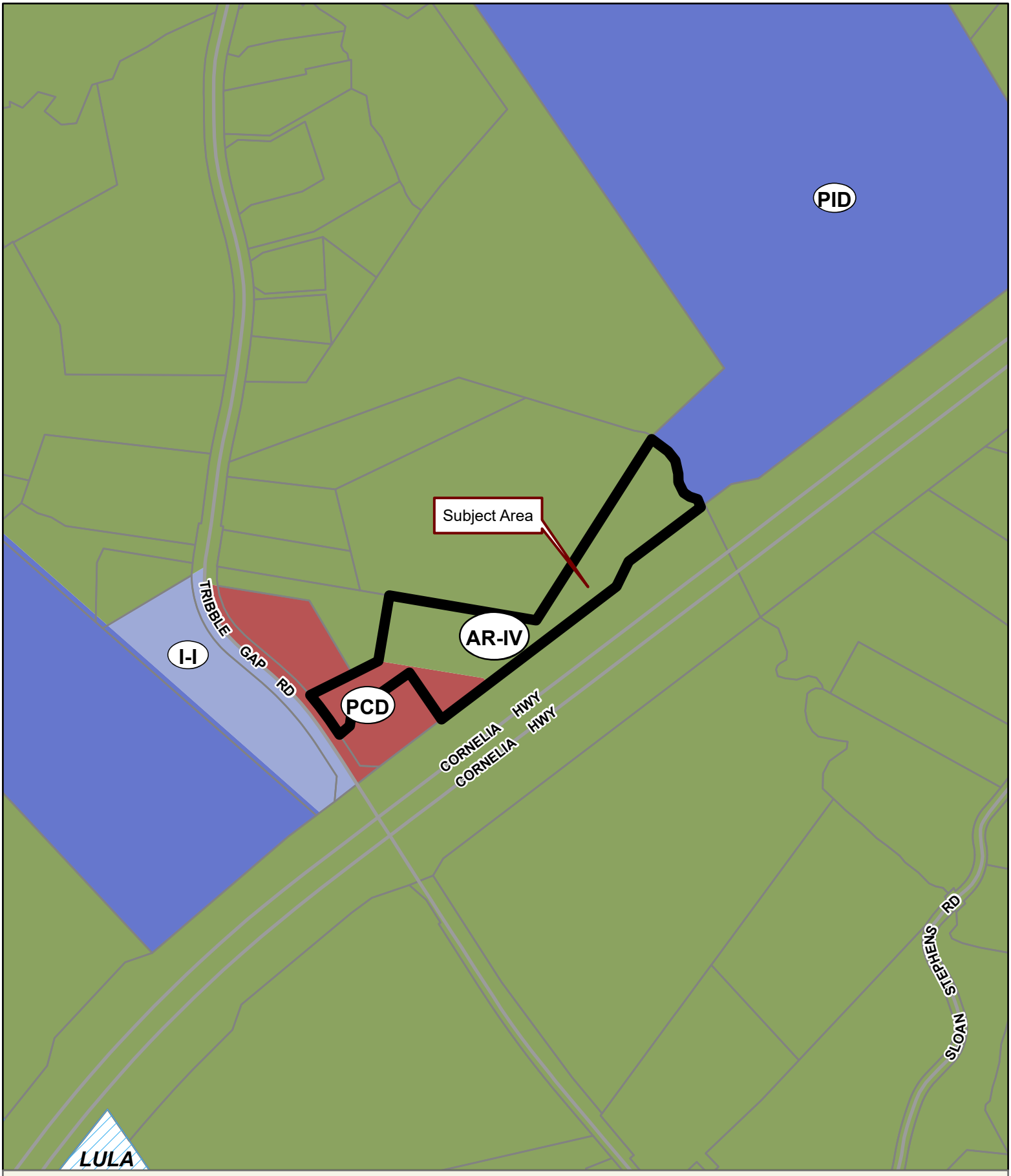


Applicant: Double E Properties, LLC
Tax Parcel #: 09030 000030
Location: 7322 TRIBBLE GAP ROAD, ALTO, GA, 30510
Commission District 3 **PC Mtg. Date: 02/05/24**

0 100 200 400
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: Double E Properties, LLC
Tax Parcel #: 09030 000030
Location: 7322 TRIBBLE GAP ROAD, ALTO, GA, 30510
Commission District 3 **PC Mtg. Date: 02/05/24**

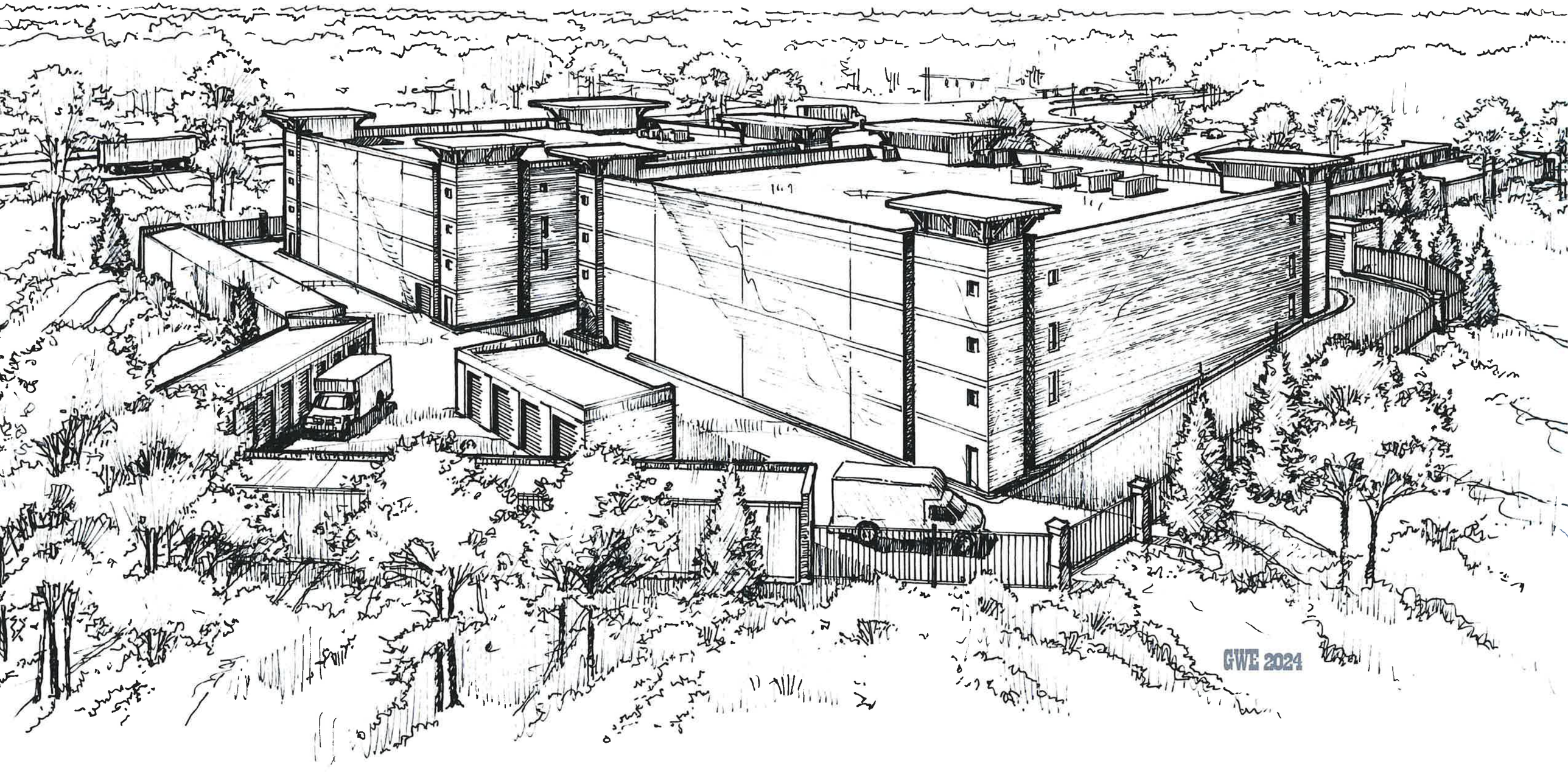
0 150 300 600
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

Exhibit A

Exhibit B



021014

GEORGIA HALL COUNTY, CLERK SUPERIOR COURT FILED IN OFFICE AND RECORDED IN BOOK 4996 PAGE(S) 340-342 THIS 9 DAY OF June 2004 AT 4:06 pm DWIGHT S. WOOD, CLERK BY mm

000340

21655, 32323

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 50.00
Date 6/9/04
DWIGHT S. WOOD
Clerk Superior Court
By mm

AFTER RECORDING PLEASE RETURN TO:
Hulsey, Oliver & Mahar
P. O. Box 1457
Gainesville, GA 30503
ATTENTION: Jane A. Range

WARRANTY DEED

GEORGIA, HALL COUNTY:

This deed made by and between Larry C. Savage and Janie M. Savage, Grantor, and Robert E. Hennig, Jay Rosenheck, Susan Rosenheck, Mary H. Brown, and William T. Brown Grantee,

WITNESSETH, that the said Grantor, for and in consideration of Ten ($10.00) Dollars and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the Grantee,

See Exhibit "A" attached hereto and made a part hereof

TO HAVE AND TO HOLD the said premises, together with all rights and appurtenances unto the said Grantee, forever in **FEE SIMPLE**, and the Grantor **WARRANTS** the title to the same against the lawful claims of all persons whomever.

Whenever 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.

JMS

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and affixed their seals this 21st day of May, 2004.

Signed, sealed and delivered this
21st day of May, 2004.

Witness

Larry C. Savage (SEAL)

Janie M. Savage (SEAL)

Notary Public
My Commission Expires:
01-01-05

DEAN R. WILSON NOTARY PUBLIC HALL COUNTY EXPIRES GEORGIA JANUARY 1, 2005

JAR/vml/9908/T5110B/W074559

Exhibit "A"

LEGAL DESCRIPTION

000342

All that tract or parcel of land lying in or being in land lot 30, 9th land district, Hall County, Georgia, being more particularly described as follows;

Beginning at a 1/2" crimped top pin found, (1/2" C.T.F.) located on the easterly right-of-way, (R/W) of Tribble Gap Road, being located 50 feet from said road centerline and being further located North 37 degrees 51 minutes 23 seconds West for a distance of 922.90 feet from the most northeast R/W intersections of Tribble Gap Road and State Route No. 365;

THENCE North 01 degrees 54 minutes 08 seconds West for a distance of 20.64 feet along said easterly R/W of Tribble Gap Road to a point;
THENCE North 01 degrees 28 minutes 24 seconds East for a distance of 42.68 feet along said R/W to a 1/2" C.T.F.;
THENCE South 80 degrees 23 minutes 29 seconds East for a distance of 585.45 feet leaving said R/W to a 3/4" open top pin found;
THENCE South 80 degrees 22 minutes 26 seconds East for a distance of 135.47 feet to appoint being the TRUE POINT OF BEGINNING;
THENCE South 80 degrees 22 minutes 26 seconds East for a distance of 588.98 feet to an axle found;
THENCE North 32 degrees 51 minutes 44 seconds East for a distance of 872.54 feet to a 1/2" rebar pin found, (1/2" R.B.F.) being located on the southwest bank of Hagen Creek;
THENCE South 53 degrees 11 minutes 59 seconds East for a distance of 86.56 feet along said southwest bank of Hagen Creek and continuing along said bank as follows;
THENCE South 38 degrees 48 minutes 01 seconds East for a distance of 46.72 feet to a point;
THENCE South 12 degrees 32 minutes 00 seconds East for a distance of 54.78 feet to a point;
THENCE South 01 degrees 00 minutes 14 seconds East for a distance of 34.36 feet to a point;
THENCE South 26 degrees 15 minutes 20 seconds East for a distance of 46.78 feet to a point;
THENCE South 56 degrees 47 minutes 26 seconds East for a distance of 29.11 feet to a point;
THENCE South 72 degrees 02 minutes 55 seconds East for a distance of 33.61 feet to a point;
THENCE South 21 degrees 57 minutes 59 seconds East for a distance of 34.92 feet to a point on said southwest bank of Hagen Creek and the northwest R/W of State Route No. 365, a.k.a. U.S. No. 23, said point being located 250 feet from said centerline of said highway;
THENCE South 53 degrees 06 minutes 58 seconds West for a distance of 358.95 feet along said highway and parallel with said centerline to a concrete monument found, (C.M.F.);
THENCE South 26 degrees 30 minutes 03 seconds West for a distance of 111.87 feet along said R/W of State Route No. 365 to a C.M.F. being located 200 feet from said centerline of said highway;
THENCE South 53 degrees 06 minutes 46 seconds West for a distance of 650.09 feet along said R/W and parallel with said centerline to a 1/2" R.B.F.;
THENCE North 36 degrees 49 minutes 58 seconds West for a distance of 30.26 feet leaving said R/W to a 1/2" R.B.F.;
THENCE North 80 degrees 24 minutes 57 seconds West for a distance of 429.26 feet to a 1/2" R.B.F.;
THENCE North 09 degrees 37 minutes 34 seconds East for a distance of 255.74 feet to a point being the TRUE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 7.47 acres more or less.

EC
JMS.

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Thursday, January 4, 2024 10:59 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Cc: Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)
Subject: HCPC Tentative Agenda 2.5.24

Please find Environmental Health comments below:

Item 1, 0/4611/4627 Guth Road, 4561/4613 J. M. Turk, 4590/4601/4610 Stanley, Kappler: The entire development (all pods) must be developed on public sewer or EPD permitted sewage treatment system. No onsite sewage management systems to be permitted by Environmental Health. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 2, 6545 Misty Harbor Court: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process. This plat is currently under review by the Hall County Plat Review Team and Environmental Health contacted the applicant/surveyor on September 20, 2023 concerning requirements to further process the plat for review.

Item 3A/3B, 3675 Jewell Circle, Guhde: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 4, 3310 Friendship Road, Reichwaldt: All proposed structures must meet all residential and/or commercial permitting requirements and required setbacks to existing septic system. Further determination will be made during the permit review process.

Item 5, 2696 Cleveland Hwy, Carrillo: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 6, 17/20/21/24 Spring Street, Petry: No comment. Public sewer.

Item 7, 4899 Browns Bridge Road, Advantage Investment: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 8, 3655 Friendship Road, 3655 Friendship Rd LLC: No comment. Public sewer.

Item 9A/B, 0 Cornelia Hwy, Double E Properties: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed

business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 10, 4141 Old Cornelia Hwy, Lewis Holdings: All proposed improvements must meet all Environmental Health commercial septic system permitting requirements.

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)

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Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Friday, January 5, 2024 9:51 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Subject: RE: Tentative Planning Agenda for February 5, 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.

Comments are below in red.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, December 28, 2023 12:51 PM
Subject: Tentative Planning Agenda for February 5, 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 **Monday, February 5, 2024** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday, January 5th.** Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – January 16, 2024

OLD BUSINESS

1. **0, 4611,4627 Guth Road & 0, 4561, 4613 J M Turk Road & 4590, 4601, 4610 Stanley Road | Rezone |** from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on 117.31± acres located on the east side of J M Turk Road at its intersection with Guth Road | Zoned AR-III; Tax Parcels 15043 000027, 000109, 000128, 000201 & 15044 000035, 000035B, 000043, 000100, 000127 **| Proposed Use: 324 lot residential development |** ** Commission District 1 **| Thompson O'Brien Kappler & Nasuti PC, applicant**

2. **6545 Misty Harbor Court | Use Subject to County Commission Approval** | 17.60.040.H Minor subdivisions | on a 7.41± acre tract on the east side of Misty Harbor Court, approximately 1,000 feet from its intersection with Misty Harbor Lane | Zoned R-I; Tax Parcel 08149 000171 | **Proposed Use: 5-lot subdivision** | ** Commission District 2 | **Yunsoon Kim, applicant**.

NEW BUSINESS

3. **(A) 3675 Jewell Circle | Variance** | 17.240.010. to reduce the front yard setback from 55 feet to 20 feet from centerline of road | on a 0.41± acre tract located at the terminus of Jewell Circle, approximately 827 feet from its intersection with Bert Drive | Zoned V-C, Tax Parcel 10064A000034 | **Proposed Use: Carport** | * Commission District 2 | **David and Lynn Guhde, applicant**
   (B) 3675 Jewell Circle | Variance | 17.240.010. to reduce the right side yard setback from 10 feet to 5 feet | on a 0.41± acre tract located at the terminus of Jewell Circle, approximately 827 feet from its intersection with Bert Drive | Zoned V-C, Tax Parcel 10064A000034 | **Proposed Use: Car Port** | * Commission District 2 | **David and Lynn Guhde, applicant**

4. **3310 Friendship Road | Use Subject to Planning Commission Approval** | on a 3.02± acre tract located on the south side of Friendship Road, approximately 1,347 feet from its intersection with Puckett Road | Zoned AR-III, Tax Parcel 15048 000004 | **Proposed Use: Rural business** | * Commission District 1 | **Steve Reichwaldt, applicant** **Requires GDOT coordination**

5. **2696 Cleveland Highway | Use Subject to County Commission Approval |** on a 0.60± acre tract located on the southeast side of Cleveland Highway at its intersection with Wayman Drive | Zoned S-S (GCOD), Tax Parcel 10138 000058 | **Proposed Use: Used automobile sales and repair** | ** Commission District 3 | **Ramon Carrillo Jr, applicant** **Requires GDOT coordination**

6. **17, 20, 21 & 24 Spring Street | Rezone |** from Residential II (R-II) to Planned Residential Development (PRD) | on a combined 1.08± acre tract on the east side of Spring Street, approximately 290 feet from its intersection with Highland Street | Zoned R-II, Tax Parcel 00063 008022, 23, & 24 | **Proposed Use: 10-Unit residential development** | ** Commission District 4 | **Alex Petry, applicant**

7. **4899 Browns Bridge Road | Rezone** | from Agricultural Residential (AR-III) to Highway Business (H-B) | on a 3.10± acre tract located at the southeast corner of the intersection of Browns Bridge Road and Ponderosa Drive | Zoned AR-III, Tax Parcel 08062 001010B | **Proposed Use: Office/warehouse buildings** | ** Commission District 2 | **Advantage Investment Properties, applicant** **Requires GDOT coordination**

8. **3655 Friendship Road | Rezone** | from Agricultural Residential (AR-III) to Planned Residential Development (PRD) | on a 10.76± acre tract located on the northeast side of Friendship Road, approximately 230 feet from its intersection with Maple Valley Drive | Zoned AR-III, Tax Parcel 15048 000025 | **Proposed Use: 22-lot single-family development** | ** Commission District 1 | **3655 Friendship Rd., LLC, applicant** **Requires GDOT coordination**

9. **(A) 0 Cornelia Highway | Rezone** | from Agricultural Residential IV (AR-IV) and Planned Commercial Development (PCD) to Light Industrial (I-I) | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350**±** feet north of Cornelia Highway | Zoned AR-IV and PCD (GCOD), Tax Parcel 09030 000030 | **Proposed Use: Self-storage facility** | ** Commission District 3 | **Double E Properties, LLC, applicant**
   (B) 0 Cornelia Highway | Variance | 17.420.050.C.2.c. to reduce the required transitional buffer from 50 feet to 25 feet | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350**±** feet north of Cornelia Hwy | Zoned AR-IV and PCD (GCOD), Tax Parcel 09030 000030 | **Proposed Use: Self-storage facility** | ** Commission District 3 | **Double E Properties, LLC, applicant**

10. **4141 Old Cornelia Highway | Amend Conditions of a PRD |** on a 56.42± acre tract located on the north side of Old Cornelia Highway, approximately 636 feet from its intersection with Arthur Miller Road | Zoned PRD, Tax Parcel 15019 000023 **| Proposed Use: Drug and Alcohol Residential Treatment Facility | *** Commission District 3 **| Lewis Holdings, LLC, applicant**

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

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, March 14, 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, March 14, 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.

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

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Srikanth Yamala

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

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development

From: Bill Nash, Director of Public Works and Utilities

Date: January 5, 2023

Subject: February 5, 2024 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the February 5, 2024 meeting. Upon review, we provide the following comments.

OLD BUSINESS

1. **0, 4611,4627 Guth Road & 0, 4561, 4613 J M Turk Road & 4590, 4601, 4610 Stanley Road | Rezone |** from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on 117.31± acres located on the east side of J M Turk Road at its intersection with Guth Road | Zoned AR-III; Tax Parcels 15043 000027, 000109, 000128, 000201 & 15044 000035, 000035B, 000043, 000100, 000127 | **Proposed Use: 324 lot residential development** | ** Commission District 1 **| Thompson O'Brien Kappler & Nasuti PC, applicant**

   a. **Engineering:** No dead end streets
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream
   The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
   b. **Traffic:** A left turn lane and decel lane will be required for the entrance.
   Any required roadway improvements will be the financial responsibility of the developer
   A cul-de-sac should be provided for Guth Road at the proposed end of county maintenance
   c. **Utilities:** No sanitary sewer in area.

2. **6545 Misty Harbor Court | Use Subject to County Commission Approval** | 17.60.040.H Minor subdivisions | on a 7.41± acre tract on the east side of Misty Harbor Court, approximately 1,000 feet from its intersection with Misty Harbor Lane | Zoned R-I; Tax Parcel 08149 000171 | **Proposed Use: 5-lot subdivision** | ** Commission District 2 | **Yunsoon Kim, applicant**.

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.

b. **Traffic:** No Comment
c. **Utilities:** Flowery Branch sewer district

NEW BUSINESS

3. **(A) 3675 Jewell Circle | Variance** | 17.240.010. to reduce the front yard setback from 55 feet to 20 feet from centerline of road | on a 0.41± acre tract located at the terminus of Jewell Circle, approximately 827 feet from its intersection with Bert Drive | Zoned V-C, Tax Parcel 10064A000034 | **Proposed Use: Carport** | * Commission District 2 | **David and Lynn Guhde, applicant**
(B) 3675 Jewell Circle | Variance | 17.240.010. to reduce the right side yard setback from 10 feet to 5 feet | on a 0.41± acre tract located at the terminus of Jewell Circle, approximately 827 feet from its intersection with Bert Drive | Zoned V-C, Tax Parcel 10064A000034 | **Proposed Use: Car Port** | * Commission District 2 | **David and Lynn Guhde, applicant**

   a. **Engineering:** Any work in the public right-of-way will need to be permitted by Hall County Public Works Department.
   b. **Traffic:** No Comment
   c. **Utilities:** No Comment

4. **3310 Friendship Road | Use Subject to Planning Commission Approval** | on a 3.02± acre tract located on the south side of Friendship Road, approximately 1,347 feet from its intersection with Puckett Road | Zoned AR-III, Tax Parcel 15048 000004 | **Proposed Use: Rural business** | * Commission District 1 | **Steve Reichwaldt, applicant**

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
   b. **Traffic:** Charge of use may require GDOT permit for driveway connection.
   c. **Utilities:** Hall County district- No connection within feasible distance.

5. **2696 Cleveland Highway | Use Subject to County Commission Approval |** on a 0.60± acre tract located on the southeast side of Cleveland Highway at its intersection with Wayman Drive | Zoned S-S (GCOD), Tax Parcel 10138 000058 | **Proposed Use: Used automobile sales and repair** | ** Commission District 3 | **Ramon Carrillo Jr, 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. (over 5,000 SF added impervious area)
   b. **Traffic:** Charge of use may require GDOT permit for driveway access.
   c. **Utilities:** Hall County sewer district- No sewer connection within feasible distance.

6. **17, 20, 21 & 24 Spring Street | Rezone |** from Residential II (R-II) to Planned Residential Development (PRD) | on a combined 1.08± acre tract on the east side of Spring Street, approximately 290 feet from its intersection with Highland Street | Zoned R-II, Tax Parcel 00063 008022, 23, & 24 | **Proposed Use: 10-Unit residential development** | ** Commission District 4 | **Alex Petry, applicant**

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
   b. **Traffic:** Parking spaces that require vehicles to back out into the roadway not permitted.
      Driveways will need to meet Hall County Code 12.40.
   c. **Utilities:** City of Gainesville sewer district.

7. **4899 Browns Bridge Road | Rezone** | from Agricultural Residential (AR-III) to Highway Business (H-B) | on a 3.10± acre tract located at the southeast corner of the intersection of Browns Bridge Road and Ponderosa Drive | Zoned AR-III, Tax Parcel 08062 001010B | **Proposed Use: Office/warehouse buildings** | ** Commission District 2 | **Advantage Investment Properties, applicant**

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
   b. **Traffic:** driveway access to Browns Bridge Rd. will need to be permitted through GDOT.
      Ponderosa Drive is a narrow residential roadway, therefore, we recommend that site access be on Browns Bridge Road only and no access be permitted along Ponderosa Drive.
   c. **Utilities:** Hall County/ Gainesville sewer district- No connection within feasible distance.

8. **3655 Friendship Road | Rezone** | from Agricultural Residential (AR-III) to Planned Residential Development (PRD) | on a 10.76± acre tract located on the northeast side of Friendship Road, approximately 230 feet from its intersection with Maple Valley Drive | Zoned AR-III, Tax Parcel 15048 000025 | **Proposed Use: 22-lot single-family development** | ** Commission District 1 | **3655 Friendship Rd., 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
   b. **Traffic:** GODT permit will be required for driveway access to Friendship Road
   c. **Utilities:** Hall County sewer district- Sewer connection within feasible distance (future Friendship Road sewer project)

9. **(A) 0 Cornelia Highway | Rezone** | from Agricultural Residential IV (AR-IV) and Planned Commercial Development (PCD) to Light Industrial (I-I) | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350± feet north of Cornelia Highway | Zoned AR-IV and PCD (GCOD), Tax

Parcel 09030 000030 | **Proposed Use: Self-storage facility** | ** Commission District 3 | **Double E Properties, LLC, applicant**

(B) 0 Cornelia Highway | Variance | 17.420.050.C.2.c. to reduce the required transitional buffer from 50 feet to 25 feet | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350**±** feet north of Cornelia Hwy | Zoned AR-IV and PCD (GCOD), Tax Parcel 09030 000030 | **Proposed Use: Self-storage facility** | ** Commission District 3 | **Double E Properties, LLC, 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
b. **Traffic:** Driveway will need to meet county commercial standards
c. **Utilities:** City of Lula sewer district

10. **4141 Old Cornelia Highway | Amend Conditions of a PRD |** on a 56.42± acre tract located on the north side of Old Cornelia Highway, approximately 636 feet from its intersection with Arthur Miller Road | Zoned PRD, Tax Parcel 15019 000023 | **Proposed Use: Drug and Alcohol Residential Treatment Facility | *** Commission District 3 | Lewis Holdings, LLC, 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
b. **Traffic:** No comment
c. **Utilities:** Hall County sewer district- No connection within feasible distance

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Monday, January 8, 2024 11:45 AM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning)
Subject: Fire Comments

Monday, February 5, 2024 Hall County Planning Commission Meeting.

1. **(A) 0 Cornelia Highway | Rezone** | from Agricultural Residential IV (AR-IV) and Planned Commercial Development (PCD) to Light Industrial (I-I) | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350**±** feet north of Cornelia Highway | Zoned AR-IV and PCD (GCOD), Tax Parcel 09030 000030 | **Proposed Use: Self-storage facility** | ** Commission District 3 | **Double E Properties, LLC, applicant**
   (B) 0 Cornelia Highway | Variance | 17.420.050.C.2.c. to reduce the required transitional buffer from 50 feet to 25 feet | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350**±** feet north of Cornelia Hwy | Zoned AR-IV and PCD (GCOD), Tax Parcel 09030 000030 | **Proposed Use: Self-storage facility** | ** Commission District 3 | **Double E Properties, LLC, applicant**

   1) **The Hall Country Fire Marshal's Office considers the plan conceptual and if approved may require additional modifications during the development review process.**

Regards,

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

Print

Planning Commission Comments - February 5, 2024 - Submission #89287

Date Submitted: 2/4/2024

Comments completed in the form below will be submitted into the record for the February 5, 2024 meeting of the Hall County Planning Commission.

First Name*

Kelly

Last Name*

Woodall

Address1*

7330 Tribble Gap Rd

Address2

City*

Alto

State*

GA

Zip*

30510

Zoning Item for Comment*

9. 0 Cornelia Highway

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

My wife and I own All Things Dental and the property adjacent to O Cornelia Hwy through our LLC. Our business/property is already zoned Commercial so we have no specific objection to the request to rezone the property at 0 Cornelia Hwy. from Agricultural to Light Industrial. However, as I currently serve on the Development Authority in Habersham County, I understand how providing variances for the development of one property may adversely affect the future development of bordering properties.

The property being considered has many unusual features making it difficult to develop for certain applications. The entrance to the property from Tribble Gap Rd. is quite narrow and the far side of the property (north) has a steep slope leading down to a creek/drainage area. Our primary concern would be related to providing a variance to the buffer along the narrow portion of the property at Tribble Gap Rd. since this could create future challenges should we decide to expand our operation along that portion of the boundary. Much of our concern is speculative since we do not know the specific plans for where the self-storage units would be placed on the property. Placing the units close to the entrance at Tribble Gap Rd. between the existing fuel station and our property would require that the units be "shoe-horned" in to fit this narrow strip of land. This would explain the need for a variance to the buffer requirements but would also serve as a primary reason why this variance could be denied. We only ask that serious consideration be given to how providing this variance to the buffer as requested could affect future development we may pursue along that same property line. Sometimes the shape and topography of a site is not a good fit for a proposed usage leading to a need for variances.

Please know we support your efforts and appreciate your diligent work on behalf of the citizens and businesses of Hall County.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

706-654-0952

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

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: DOUBLE E. PROPERTIES, LLC
REQUEST: VARY THE TRANSITIONAL BUFFER FROM 50-FT TO 25 FT FOR A SELF-STORAGE FACILITY.
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: FEB. 5, 2024
Time: 5:15 PM.
&
COUNTY COMMISSION
Date: MARCH 14, 2024
Time: 6:00 PM
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

AGENDA ITEM

Planning and Development

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 114/2024

SUBJECT: **3655 Friendship Road | Rezone |** from Agricultural Residential (AR-III) to Planned Residential Development (PRD) | on a 10.76± acre tract located on the northeast side of Friendship Road, approximately 230 feet from its intersection with Maple Valley Drive | Zoned AR-III, Tax Parcel 15048 000025 **| Proposed Use: 22-lot single-family development |** Commission District 1 **| 3655 Friendship Rd., LLC, applicant.**

Meetings:

Work Session Date: 03/11/24 **Voting Meeting Date:** 03/14/24

Executive Summary:

Presenter: BG
Recommendation:

Approval.

Conditions:

1. The property shall be developed in accordance with the site plan submitted on December 5, 2023 and as described in the project narrative submitted on December 7, 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 22 units.
3. The minimum heated floor area (HFA) shall be 2,100 square feet.
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. Front-entry garage orientation may be semi-flush with the front façade, measuring no greater than 8 feet beyond the front façade. Garage door width shall not exceed 40% of the width of the front façade of the residence.
6. A 5-foot walking path shall be required through the common area to connect each section of open space. An access easement a minimum of 5 feet in width shall be reserved for off-street pedestrian circulation to accommodate connectivity between the common spaces. Access easements are required to be recorded prior to the sale of any home sites adjacent to points of access. Prior to the sale of any home sites in the project, it shall be clearly stated the intent to make the connection so potential buyers are made aware. The easement shall be owned and maintained by the Developer and then transferred to the HOA once established.
7. All designated open space within the development shall be commonly held, and not by any individual homeowner(s).
8. All stream buffers must be fully maintained by the HOA, be completely contained within the common space and shall not encroach onto any individual building lot.
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. The following statement regarding the potential impacts of industrial operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants and users of the property shown on this plat are hereby informed of the impacts associated with the existing commercial and industrial practices which take place on the adjacent and nearby properties that include, but are not limited to noise, odors, dust, and the operation of machinery and motor vehicles. The owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
11. No variances or development exceptions are granted as part of this request that are not explicitly listed in these conditions. The development shall be compliant with the Official Code of Hall County.
12. All conditions of zoning shall be made part of any plat(s) created for the subdivision.
13. A 50 foot transitional buffer per 17.260.020 along with a 6 foot high fence shall be maintained along the eastern boundary of the development which separates it from the existing Willow Brook subdivision. This 50 foot buffer shall also apply to any common area parcel which includes a stormwater pond. There shall be a 25 foot transitional buffer along all other external boundaries of the development, excluding that which adjoins Friendship Road right-of-way.
14. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

Purpose of Request:

3655 Friendship Road | Rezone | from Agricultural Residential (AR-III) to Planned Residential Development (PRD) | on a 10.76± acre tract located on the northeast side of Friendship Road, approximately 230 feet from its intersection with Maple Valley Drive | Zoned AR-III, Tax Parcel 15048 000025 | **Proposed Use: 22-lot single-family development** | Commission District 1 | **3655 Friendship Rd., 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
Updated Narrative
Original Narrative
Updated Site Plan
Original Site Plan
Maps
Renderings
Deed
Legal Description
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Public Comments
Notice Sign Photo

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

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

From: Beth Garmon, Assistant Director of Planning & Development

Date: February 26, 2024

Subject: **3655 Friendship Road | Rezone** | from Agricultural Residential (AR-III) to Planned Residential Development (PRD) | on a 10.76± acre tract | **Proposed Use: 22-lot single-family development** | **3655 Friendship Rd., LLC, applicant**

The request before you is the request of 3655 Friendship Rd., LLC to Rezone from Agricultural Residential (AR-III) to Planned Residential Development (PRD) to allow a 22-lot single-family development. This item is located within Commission District 1.

At their February 5, 2024 meeting, the Hall County Planning Commission voted to recommend approval with fourteen (14) conditions **(5-0)**.

There were **two (2) comments submitted** in advance of the Planning Commission meeting and **five (5) people spoke during the public hearing.**

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

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan submitted on December 5, 2023 and as described in the project narrative submitted on December 7, 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 22 units.
3. The minimum heated floor area (HFA) shall be 2,100 square feet.
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. Front-entry garage orientation may be semi-flush with the front façade, measuring no greater than 8 feet beyond the front façade. Garage door width shall not exceed 40% of the width of the front façade of the residence.
6. A 5-foot walking path shall be required through the common area to connect each section of open space. An access easement a minimum of 5 feet in width shall be reserved for off-street pedestrian circulation to accommodate connectivity between the common spaces. Access easements are required to be recorded prior to the sale of any home sites adjacent to points of access. Prior to the sale of any home sites in the project, it shall be clearly stated the intent to make the connection so potential buyers are made aware. The easement shall be owned and maintained by the Developer and then transferred to the HOA once established.
7. All designated open space within the development shall be commonly held, and not by any individual homeowner(s).
8. All stream buffers must be fully maintained by the HOA, be completely contained within the common space and shall not encroach onto any individual building lot.
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. The following statement regarding the potential impacts of industrial operations in the area shall be made a part of any plat recorded on the property:
    "Owners, occupants and users of the property shown on this plat are hereby informed of the impacts associated with the existing commercial and industrial practices which take place on the adjacent and nearby properties that include, but are not limited to noise, odors, dust, and the operation of machinery and motor vehicles. The owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
11. No variances or development exceptions are granted as part of this request that are not explicitly listed in these conditions. The development shall be compliant with the Official Code of Hall County.
12. All conditions of zoning shall be made part of any plat(s) created for the subdivision.
13. A 50 foot transitional buffer per 17.260.020 along with a 6 foot high fence shall be maintained along the eastern boundary of the development which separates it from the existing Willow Brook subdivision. This 50 foot buffer shall also apply to any common area parcel which includes a stormwater pond. There shall be a 25 foot transitional buffer along all other external boundaries of the development, excluding that which adjoins Friendship Road right-of-way.

14. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
    "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... 3655 Friendship Rd., LLC

Request ..... Rezone from Agricultural Residential-III (AR-III, 17.110) to Planned Residential Development (PRD, 17.180.060)

Proposed Use ..... 22-lot single-family development

Size ..... 10.76± acres

Zoning ..... Current Agricultural Residential-III (AR-III, 17.110) | Proposed Planned Residential Development (PRD, 17.180.060)

Location ..... **3655 Friendship Road** | Tax Parcel 15048 000025

Commission District ..... One

Planning Commission Date ..... February 5, 2024

Staff Recommendation ..... **Approval, with conditions** as the development is consistent with the Revitalization Corridor future land use in the Comprehensive Plan

Planning Commission Recommendation.....Approval, with conditions
Vote: 5-0

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan submitted on December 5, 2023 and as described in the project narrative submitted on December 7, 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 22 units.
3. The minimum heated floor area (HFA) shall be 2,100 square feet.
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. Front-entry garage orientation may be semi-flush with the front façade, measuring no greater than 8 feet beyond the front façade. Garage door width shall not exceed 40% of the width of the front façade of the residence.
6. A 5-foot walking path shall be required through the common area to connect each section of open space. An access easement a minimum of 5 feet in width shall be reserved for off-street pedestrian circulation to accommodate connectivity between the common spaces. Access easements are required to be recorded prior to the sale of any home sites adjacent to points of access. Prior to the sale of any home sites in the project, it shall be clearly stated the intent to make the connection so potential buyers are made aware. The easement shall be owned and maintained by the Developer and then transferred to the HOA once established.
7. All designated open space within the development shall be commonly held, and not by any individual homeowner(s).
8. All stream buffers must be fully maintained by the HOA, be completely contained within the common space and shall not encroach onto any individual building lot.
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. The following statement regarding the potential impacts of industrial operations in the area shall be made a part of any plat recorded on the property:
    "Owners, occupants and users of the property shown on this plat are hereby informed of the impacts associated with the existing commercial and industrial practices which take place on the adjacent and nearby properties that include, but are not limited to noise, odors, dust, and the operation of machinery and motor vehicles. The owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
11. No variances or development exceptions are granted as part of this request that are not explicitly listed in these conditions. The development shall be compliant with the Official Code of Hall County.
12. All conditions of zoning shall be made part of any plat(s) created for the subdivision.
13. A 50 foot transitional buffer per 17.260.020 along with a 6 foot high fence shall be maintained along the eastern boundary of the development which separates it from the existing Willow Brook subdivision. This 50 foot buffer shall also apply to any common area parcel which includes a stormwater pond. There shall be a 25 foot transitional buffer along all other external boundaries of the development, excluding that which adjoins Friendship Road right-of-way.
14. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
    “Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices.”

Staff Recommended Conditions:

1. The property shall be developed in accordance with the site plan submitted on December 5, 2023 and as described in the project narrative submitted on December 7, 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 20 units or a maximum density of 2 dwelling units per acre.
3. The minimum heated floor area (HFA) shall be 2,100 square feet.
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. Front-entry garage orientation may be semi-flush with the front façade, measuring no greater than 8 feet beyond the front façade. Garage door width shall not exceed 40% of the width of the front façade of the residence.
6. A 5-foot walking path shall be required through the common area to connect each section of open space. An access easement a minimum of 5 feet in width shall be reserved for off-street pedestrian circulation to accommodate connectivity between the common spaces. Access easements are required to be recorded prior to the sale of any home sites adjacent to points of access. Prior to the sale of any home sites in the project, it shall be clearly stated the intent to make the connection so potential buyers are made aware. The easement shall be owned and maintained by the Developer and then transferred to the HOA once established.
7. All designated open space within the development shall be commonly held, and not by any individual homeowner(s).
8. All stream buffers must be fully maintained by the HOA, be completely contained within the common space and shall not encroach onto any individual building lot.
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. The following statement regarding the potential impacts of industrial operations in the area shall be made a part of any plat recorded on the property:
    "Owners, occupants and users of the property shown on this plat are hereby informed of the impacts associated with the existing commercial and industrial practices which take place on the adjacent and nearby properties that include, but are not limited to noise, odors, dust, and the operation of machinery and motor vehicles. The owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
11. No variances or development exceptions are granted as part of this request that are not explicitly listed in these conditions. The development shall be compliant with the Official Code of Hall County.
12. All conditions of zoning shall be made part of any plat(s) 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.
    - The minimum lot area for lots with access to sanitary sewer shall be 8,000 square feet. The overall gross density is not to exceed 2 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 proposes a gross density of 2.17 units per acre, which exceeds the recommended 2 units per acre.

- 17.180.060.B.5 Buffers.
    - A minimum 50-foot planted buffer shall be established along the perimeter of all property boundaries adjacent to residential and/or non-residential zoning districts to ensure that the planned residential development is appropriately screened. The planted buffers shall conform to the requirements as described in section 17.260.020 titled vegetation buffers and vision clearance. In conditions where required stream buffers exist along a perimeter property boundary, the planning director may grant exemptions from the 50 foot planted buffer if a stream buffer meets or exceeds the 50 foot planted buffer width.
        - The applicant proposes a 25-foot planted buffer with 6-foot high solid opaque fence on the eastern property line.
        - The applicant is proposing a zero-foot buffer on all other property lines.

- 17.180.060.B.9 Architectural Standards.
    - Side-loaded. Garage doors shall be oriented perpendicular to the front wall plane of the residence. Any wall of the garage shall be located at least three feet behind the front wall plane of the residence. The garage door placement requirements are described in section 17.180.060.B.9(b) titled Architectural standards - Single-family and two-family residence garage.
        - The applicant proposes front and side-loaded garage placements, with the garage doors positioned no more than 8 feet in front of the wall plane of the residence, and extending no more than 40 percent of the width of the residence.

- 17.250.020 Off-Street Parking.
    - On-street parking by residents of districts V-C, R-I, R-II, R-TF, R-MF, AR-III, AR-IV and PRD is prohibited on a permanent basis.
        - The applicant proposes three on-street parking spaces for accessing the Cluster Mailbox Unit (CBU).

- 17.430.110.E Standards to Determine Open Space
    - At least 75 percent of the open space shall be in a contiguous tract. The open space should adjoin any neighboring areas of open space, other protected areas, and non-protected natural areas that would be candidates for inclusion as part of a future area of protected open space.
        - The site plan shows open space (listed as common area) separated by residential lots and proposed streets. Although the minimum open space is listed as 30% and meets the standard, the open space would not be considered contiguous.

Public Forum:

Ron Foster, 3666 Maple Valley Drive, Buford, spoke in opposition. Concerns were density, property value, reducing buffers, amount of units, and turning lane.

Janet Lipscomb, 3673 Maple Valley Drive, Buford, spoke in opposition. Concerns were lot size, property value, density, and one sided brick.

Willie Lipscomb, 3673 Maple Valley Drive, Buford, spoke in opposition. Concerns were the turning lane, retention pond proximity and maintenance.

Ken Davis, 3647 Ivy Ridge Court, Buford, spoke in opposition. Concerns were the buffers, density, size of property compared to number of lots, and stormwater runoff.

Sylvia Langford, 3669 Maple Valley Drive, Buford, spoke in opposition. Concerns were size of lots, buffers, storm water drainage, inconsistency with surrounding homes, traffic and property value.

Summary Analysis

The applicant is requesting to rezone 10.76± acres of property zoned Agricultural Residential-III (AR-III, 17.110) to Planned Residential Development (PRD, 17.180.060) for the purpose of constructing a 22-lot single-family development with a density of 2.17 dwelling units per acre. The property is currently undeveloped and wooded.

The applicant has provided elevations to illustrate the style of homes as well as a description of the building materials in the narrative for the proposed development. The applicant's renderings include two elevation options for one-story homes and five elevation options for two-story homes. The project narrative states that the proposed residences will range from 2,132 square feet to 2,957 square feet. The proposed residences will feature brick, stone, stucco, wood siding, wood shakes, and/or fiber-cement type siding. It should be noted that section 17.180.060(B)(9) of the PRD code requires that all homes have accents of brick or stone on the front of the homes, at a minimum. Additionally, section 17.180.060(B)(9) of the PRD code requires front and side-loaded garage doors to be behind the front plane of the residence. The applicant has included a variance request for front and side-loaded garage placement, with the garage doors to be positioned no more than 8 feet in front of the front wall plane of the residence, and measuring no more than 40 percent of the width of residence.

The site plan includes two stormwater management areas, three separated common areas, a mail kiosk, one monument sign and designates 30 percent of the development as open space. The open space consists of the common areas, planted buffer and storm water management area. Per section 17.430.110(E) of the code, 75% of open space must be contiguous. The applicant has not identified this as a variance from the PRD standards; therefore, either a variance is needed, or the proposal must comply with this provision at the time of permitting.

The site plan depicts a 25-foot planted buffer and a 6-foot opaque fence proposed on the eastern property line. No buffers are proposed for the remaining property lines. Section 17.180.060(B)(5) of the PRD code requires a 50-foot buffer along the perimeter of all property boundaries adjacent to residential and/or non-residential zoning districts. The applicant has included the following variance request as part of their application: (a) to reduce the buffer from 50 feet to a 25 foot landscaped buffer with a berm and 6-foot high

solid opaque fence on the eastern side property line, and (b) no buffer to be installed along the western and northern property lines.

The submitted site plan includes a Cluster Mailbox Unit (CBU) with three short term parking spaces that are oriented parallel along the cul-de-sac of "Street B". It should be noted that section 17.250.020 of the code states that on-street parking in PRD district is prohibited on a permanent basis. The applicant has not requested a variance from this standard. The proposed parking should be reconfigured and must comply with this provision at the time of permitting.

The project narrative states that the subdivision will have one main access point from Friendship Road. The proposed development's internal streets will be public with five-foot sidewalks constructed along both sides of the internal streets. The narrative includes a request for a single entrance monument sign to be located on Lot 22. The proposed sign will be constructed with natural stone, masonry walls, wood, or PVC fencing. no The application does not include any renderings of the proposed sign.

The 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	10.76± acres
Number of Units	–	22 residential units
Density	2 units per acre maximum	2.17 units per acre*
Max. Building Height	-	-
Min. Lot Area	8,000 sq. ft.	8,000 sq. ft.
Min. Open Space	30%	30%
Exterior Buffer	50 feet	25 feet on eastern boundary only*
Front Setback (Internal)	25 feet	25 feet
Side Setback	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	–	2,132 square feet
Minimum Sidewalk Width	5 feet	5 feet
Cluster Mailbox Unit (CBU)	CBU with 3 short-term parking spaces	CBU with 3 short-term parking spaces
Note: Items marked with an asterisk (*) do not conform to 17.180.060.		

Per the submitted narrative, water service will be provided by the City of Gainesville and the sanitary sewer will be provided by Hall County Sewer. The availability of the water service was confirmed in a letter from the City of Gainesville dated November 20, 2023, and availability of sanitary sewer was confirmed in a letter from

Hall County Government dated December 1, 2023. Additionally, the Hall County Engineering Department has provided comments regarding the need for a stormwater management report to be conducted prior to development.

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 specially granted by the board in the conditions of approval.

Based on the future land use plan, staff finds the requested zoning designation *is consistent* with the Hall County Comprehensive Plan. The Comprehensive Plan's future land use designation for the subject parcel is "Residential" within a "Mixed-Use Corridor." The Mixed-Use Corridor allows for retail activities, office-based employment, civic uses, single-family residential, and low-impact industrial or higher-density residential only where the same is found on adjacent properties. The Residential land use category is characterized by moderate-density residential development and neighborhoods. The intent of this land use category is to preserve established neighborhoods and create new residential development consistent to surrounding suburban densities, which range from low to moderate. Future development will continue to be detached, single family homes at moderate densities. The Residential designation envisions a maximum density of 2 dwelling unit per acre, similar to the maximum density requirement within a Planned Residential Development (PRD, 17.180.060). The proposed development has a slightly higher proposed density of 2.17 dwelling units per acre.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the following items must be considered:

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; **The zoning proposal may be suitable given the context of the surrounding area, though the proposed development is denser than the surrounding development with an overall density of 2.17 units per acre. The surrounding area consists primarily of low and High-density residential and agricultural uses. However, there is a Planned Residential Development (PRD) with a density of 3.00 units per acre located on the south side of Friendship Road near the subject property.**

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; **No, it is not anticipated that the proposed zoning use will result in an excessive or burdensome use of local infrastructure. The proposal includes that the City of Gainesville water and Hall County sanitary sewer will serve the development.**

5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The proposed use is consistent with the Comprehensive Plan and the "Mixed-Use Corridor" land use**

designation. Density is envisioned to be a maximum of two dwelling units per 1 acre. The proposed development has an overall density of 2.17 units per acre.

6. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property is currently undeveloped, with no record of past improvements upon the land.**

10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions that affect the use and development of the property.**

11. Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning is a Planned Residential Development (PRD, 17.180.080). Per the Official Code of Hall County, Planned Development Districts (17.180) are to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment. The proposed density is higher which can also be found on surrounding properties.**

12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The use does not appear to be out of scale with the needs of the County as a whole, as there is a need for additional and varied housing.**

14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support a high-density single-family residential uses based on the Future Land Use Map.**

15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **The request could not be handled alternatively as a variance.**

16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process and as a result are subject to local, state, and federal regulations. As a result, there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**

17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

A Planned Residential Development (PRD, 17.180.080) allows for more flexibility in the design and development of the property. This provides for a mixture of housing types and encourages maximum use of natural features through proper site planning measures. The development should conform to the existing character and development pattern of the surrounding area.

17.380.050. - Submission requirements for a rezoning request

A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**

B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:

1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **Proposal provides a narrative outlining the intent of the development, however, the applicant has not prepared a response to each of the criteria listed in 17.380.060.C.**

2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district**. The proposal meets the requirement. The applicant has provided a site plan and included much of the necessary information to properly assess the development.**

C. For any application for a slow rate land treatment system (see chapter 17.20), the following additional requirements apply. **The proposed development will utilize public sewer and water.**

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 proposed development contains less than 100 residential dwelling units, and as such is exempt from this requirement.**

Development Support and Constraints

Hall County Environmental Health

In an email dated January 4, 2024, Emily McGahee stated, "No comment. Public sewer."

Hall County Fire Marshal

In an email dated January 5, 2024, from John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated, "The Hall County Fire Marshal's Office has no comments as proposed."

Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated January 5, 2024, 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.

Traffic:

GDOT permit will be required for driveway access to Friendship Road

Utilities:

Hall County sewer district- Sewer connection within feasible distance (future Friendship Road sewer project)

Georgia Department of Transportation

In an email dated January 5, 2024, Veronica Chavers, D1TO Civil Engineer 3, confirmed that the project would require GDOT coordination."

- **Excerpts from the minutes of the February 5, 2024 meeting**

Applicant's Presentation:

Beth Garmon, Planning and Zoning Administrator, presented a summary of the request.

John Gatlin, 4111 Gentle Breeze Way, Braselton, presented the request.

Steve Gilliam, 340 Jesse Jewell Parkway, Gainesville, presented the request. The applicant stated that they are in agreement with the staff recommended conditions. The applicant presented the updated site plan with off street parking for the mail kiosk. The applicant is requesting a variance from 17.180.060.B.5 to the 50 feet buffer along the perimeter of all property boundaries as follows: (a) along the eastern property line, the 50 foot planted buffer to be reduced to a 25 foot graded and landscaped buffer with a berm and 6 foot high solid opaque fence; and (b) along the western property line, the 50 foot buffer would be reduced from 50 foot. to 0 foot.

Rebuttal

The applicant stated that the density is only 0.17 more than the density of 2 units per acre that is allowed. The applicant stated that the open space and the stormwater management is a requirement that reduces the lot sizes. The applicant stated that there will be proper screening of the development with a 25 foot buffer, berm, 6 foot opaque fence, and landscaping.

Public Forum:

Ron Foster, 3666 Maple Valley Drive, Buford, spoke in opposition. Concerns were density, property value, reducing buffers, amount of units, and turning lane.

Janet Lipscomb, 3673 Maple Valley Drive, Buford, spoke in opposition. Concerns were lot size, property value, density, and one sided brick.

Willie Lipscomb, 3673 Maple Valley Drive, Buford, spoke in opposition. Concerns were the turning lane, retention pond proximity and maintenance.

Ken Davis, 3647 Ivy Ridge Court, Buford, spoke in opposition. Concerns were the buffers, density, size of property compared to number of lots, and stormwater runoff.

Sylvia Langford, 3669 Maple Valley Drive, Buford, spoke in opposition. Concerns were size of lots, buffers, storm water drainage, inconsistency with surrounding homes, traffic and property value.

Planning Commission Comments:

Mr. Braswell requested clarification on the location of the detention ponds. Mr. Gatlin stated that the ponds are engineered with the lowest point. Ms. Pilcher questioned the reason for two detention ponds. Mr. Gatlin stated it was due to the topography. Mr. Varner questioned who will maintain the ponds. Ms. Garmon stated that Public Works will be responsible for inspecting the ponds. Mr. Sosebee stated that the buffer needs to stay at 50 feet instead of the requested 25 feet. Ms. Pilcher questioned how a fence in the buffer is guaranteed to be maintained if it's on someone's property. Mr. Gilliam stated that the buffer will be a part of the deed and maintained by HOA if adopted as a landscape easement. Mr. Sosebee clarified that the residential subdivision detention ponds are to be inspected by Hall County Public Works. Mr. Gilliam stated that the maintenance would be guaranteed by a bond and the HOA.

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

Conditions:

1. The property shall be developed in accordance with the site plan submitted on December 5, 2023 and as described in the project narrative submitted on December 7, 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 22 units.
3. The minimum heated floor area (HFA) shall be 2,100 square feet.
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. Front-entry garage orientation may be semi-flush with the front façade, measuring no greater than 8 feet beyond the front façade. Garage door width shall not exceed 40% of the width of the front façade of the residence.
6. A 5-foot walking path shall be required through the common area to connect each section of open space. An access easement a minimum of 5 feet in width shall be reserved for off-street pedestrian circulation to accommodate connectivity between the common spaces. Access easements are required to be recorded prior to the sale of any home sites adjacent to points of access. Prior to the sale of any home sites in the project, it shall be clearly stated the intent to make the connection so potential buyers are made aware. The easement shall be owned and maintained by the Developer and then transferred to the HOA once established.
7. All designated open space within the development shall be commonly held, and not by any individual homeowner(s).
8. All stream buffers must be fully maintained by the HOA, be completely contained within the common space and shall not encroach onto any individual building lot.
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. The following statement regarding the potential impacts of industrial operations in the area shall be made a part of any plat recorded on the property:
    "Owners, occupants and users of the property shown on this plat are hereby informed of the impacts associated with the existing commercial and industrial practices which take place on the adjacent and nearby properties that include, but are not limited to noise, odors, dust, and the operation of machinery and motor vehicles. The owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
11. No variances or development exceptions are granted as part of this request that are not explicitly listed in these conditions. The development shall be compliant with the Official Code of Hall County.
12. All conditions of zoning shall be made part of any plat(s) created for the subdivision.
13. A 50 foot transitional buffer per 17.260.020 along with a 6 foot high fence shall be maintained along the eastern boundary of the development which separates it from the existing Willow Brook subdivision. This 50 foot buffer shall also apply to any common area parcel which includes a stormwater pond. There shall be a 25 foot transitional buffer along all other external boundaries of the development, excluding that which adjoins Friendship Road right-of-way.
14. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
    “Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners,

occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

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

HALL COUNTY
GEORGIA
We have it all in Hall

ZONING APPLICATION

Applicant (Name & Mailing Address)

3655 Friendship Rd., LLC

5659 Holiday Road

Buford, GA 30518

Phone 770-614-4698

Email Address bobbyhughes@veritashomes.net

Property Owner (Name & Mailing Address)

3655 Friendship Rd., LLC

5659 Holiday Road Buford, GA 30518

Phone 770-614-4698

Email Address bobbyhughes@veritashomes.net

Proposed Use 22 single-family residential lots PRD

Contact Person (Name & Mailing Address)

Steven P. Gilliam, Attorney

P.O. 1098

Gainesville, GA 30503

Phone 770-536-3381

Email Address sgilliam@sgwmfirm.com

Status of Applicant

- [X] Owner
- [ ] Option to Purchase
- [ ] Area Resident
- [ ] Other

Requested Action

Existing Zoning: AR-III

Rezone to: PRD

Fee:$ 600.00

Receipt #:

Check #:

Tax Parcel Number 15048 000025

Acreage 10.127

Location Address 3655 Friendship Road Buford, GA 30518

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

Sign _____ Date: _____

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

Application Withdrawal: I hereby **withdraw** the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____

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

County Commission District: _____

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

HALL COUNTY
GEORGIA
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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have**____ 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: 12-5-23

Applicant's/Owner's Name (Printed): 3655 Friendship Rd., LLC
by Bobby Hughes, Vice President of Operations

Submitted 2-2-2024

Amended Project Narrative for

3655 Friendship Rd., LLC – 10.127acres

LOCATION – 3655 Friendship Road,

Buford, GA 30518

ACERAGE – 10.127 +/- acres

APPLICANT- 3655 Friendship Rd., LLC,

Steven P. Gilliam, Attorney

SUMMARY

The accompanying application seeks a rezoning from an existing zoning AR-III to PRD on Parcel 15048 000025, for a total of 10.127 acres of undeveloped property located on Friendship Road, in south Hall County. The intent is to develop 22 single-family residential lots. The proposed rezoning will allow a feasible product to be supplied to the area that is consistent with the Hall County Comprehensive Land Use Plan for residential use, and appropriate for Hall County's Planned Residential Development (PRD) district for this location. There will be a mandatory Homeowners Association with a Declaration of Restrictive Covenants.

SITE DESCRIPTION

The overall tract has approximately 1,332 ft of frontage along Friendship Road. Domestic water will be provided by the city of Gainesville. Hall County will serve the site through an existing gravity sanitary sewer line.

ADJACENCIES

The property abuts highway business and AR-III to the southeast, R-III to the northwest, PRD to the northeast, and R-I (Willowbrook Subdivision) to the east.

ACCESS

Access to the property is from Friendship Road aka State Route no. 347.

PROJECT DIMENSIONAL STANDARDS

Parcel Size	10.127 acres
Proposed Number of Lots	22
Proposed Density	2.17 Lots per acre
Proposed Open Space	30%
Streets	Public
Water and Sewer Provider	Gainesville City Water and Hall County Sewer
Minimum Lot Size	8,000 sq ft.
Front Setback	Minimum 25ft
Side Setback	Minimum 5ft
Amenities	None
Storm Water Management Areas	2
Minimum Lot Width	50 ft
Minimum Front Yard Setback	25 ft
Minimum Side Yard Setback from Property Line	5 ft
Minimum Rear Yard Setback from Property Line	20 ft
Sidewalks- Both Sides of the Street	5 ft

ARCHITECTURAL MATERIALS & SITE IMPROVEMENTS

All facades of all residences shall be finished with brick, stone, stucco, wood siding, wood shakes, or fiber cement type siding. The front facial shall incorporate changes in building material, texture, and/or color. Vinyl siding on all residential buildings shall be prohibited. Garages shall meet the architectural standards for planned residential developments set forth in section 17.180.060.B.9. Architectural elevations and renderings are attached to this application.

ENTRY MONUMENT SIGNAGE

Applicant is requesting permission for an entry monument type of a sign located on lot 22 as shown on the site plan. The entrance may also include the following structural items: natural stone, masonry walls, wood, or PVC fencing, illuminated signage in accordance with the Hall County sign ordinance, ornamental sculpture, landscaping, and irrigation.

CLUSTER MAILBOX UNIT (CBU)

The developer shall be responsible for providing CBUs for regular mail service delivery. A CBU

is a structure housing multiple mailbox units to serve each residential unit of the development for the express purpose of regular mail delivery provided by the USPS. Development, maintenance, location, and parking shall be governed by section 17.180.060.B.11 of the Hall County Code. The CBU will be located on Street B shown on the site plan. There will be four off-street parking spaces located at the CBU. The updated Site Plan reflects this change.

VARIANCES

Applicant is requesting a variance for 17.180.060.B.5 to the 50 ft buffer along the perimeter of all property boundaries as follows: (a) from the eastern property line 50 ft planted buffer to be reduced to a 25 ft graded and landscaped buffer with a berm and 6 ft high solid opaque fence; and (b) along the western property line the 50 ft buffer would be reduced from 50 ft to 0 ft.

OPEN SPACE

The western portion of the contiguous tract satisfies the 75% open space requirement for the PRD standards as shown on the updated Site Plan with 2.28 acres.

SCREEN BANK BUFFER

The 75ft screen bank buffer should be shown and located outside of individual lots.

CONCEPTUAL MASTER PLAN

The development of the community shall be controlled by the Conceptual Master Site Plan (the "Site Plan") attached as Exh1bit A. The Plan is considered conceptual in nature, and as such may require minor modifications during the engineering and development process. Modifications to the locations and arrangement of lots, roads, amenities, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by applicant, so long as its modifications do not change the land use, increase the overall density of the project, or reduce any established exterior buffers or setbacks.

Project Narrative for

3655 Friendship Rd., LLC – 10.127acres

LOCATION – 3655 Friendship Road,

Buford, GA 30518

APPLICANT- 3655 Friendship Rd., LLC,

Steven P. Gilliam, Attorney

SUMMARY

The accompanying application seeks a rezoning from an existing zoning AR-III to PRD on Parcel 15048 000025, for a total of 10.127 acres of undeveloped property located on Friendship Road, in south Hall County. The intent is to develop 22 single-family residential lots. The proposed rezoning will allow a feasible product to be supplied to the area that is consistent with the Hall County Comprehensive Land Use Plan for residential use, and appropriate for Hall County's Planned Residential Development (PRD) district for this location. There will be a mandatory Homeowners Association with a Declaration of Restrictive Covenants.

SITE DESCRIPTION

The overall tract has approximately 1,332 ft of frontage along Friendship Road. Domestic water will be provided by the city of Gainesville. Hall County will serve the site through an existing gravity sanitary sewer line.

ADJACENCIES

The property abuts Highway business (HB) and AR-III to the southeast, R-III to the northwest, PRD to the northeast, and R-I (Willowbrook Subdivision) to the east.

ACCESS

Access to the property is from Friendship Road aka State Route No. 347.

PROJECT DIMENSIONAL STANDARDS

Parcel Size	10.127 acres
Proposed Number of Lots	22
Proposed Density	2.17 lots per acre
Proposed Open Space	30.0%
Streets	Public
Water and Sewer Provider	Gainesvile City Water and Hall County Sewer
Minimum Lot Size	8,000 sq ft.
Amenities	Entry Monument and Cluster Mailbox
Storm Water Management Areas	2
Minimum Lot Width	50 ft
Minimum Front Yard Setback	25 ft
Minimum Side Yard Setback from Property Line	5 ft
Minimum Rear Yard Setback from Property Line	20 ft
Sidewalks- Both Sides of the Street	5 ft

ARCHITECTURAL MATERIALS & SITE IMPROVEMENTS

All facades of all residences shall be finished with brick, stone, stucco, wood siding, wood shakes, or fiber cement type siding. The front facia shall incorporate changes in building material, texture, and/or color. Vinyl siding on all residential buildings shall be prohibited. Garages shall meet the architectural standards for planned residential developments set forth in section 17.180.060.B.9. Architectural elevations and renderings are attached with this application. These range from 2,132 sq ft (one-story ranch) to 2,957 sq ft (two-story master on the main).

ENTRY MONUMENT SIGNAGE

Applicant is requesting permission for an entry monument type of a sign located on lot 22 as shown on the site plan.. The entrance may also include the following structural items: natural stone, masonry walls, wood, or PVC fencing, illuminated signage in accordance with the Hall County sign ordinance, ornamental sculpture, landscaping, and irrigation.

CLUSTER MAILBOX UNIT (CBU)

The developer shall be responsible for providing CBUs for regular mail service delivery. A CBU is a structure housing multiple mailbox units to serve each residential unit of the development for the express purpose of regular mail delivery provided by the USPS. Development, maintenance, location, and parking shall be governed by section 17.180.060.B.11 of the Hall County Code. The CBU will be located on Street B shown on the site plan. There will be three parking spaces located at the CBU.

VARIANCES

Applicant is requesting a variance for 17.180.060.B.5 to the 50 ft buffer along the perimeter of all property boundaries as follows: (a) from the eastern property line 50 ft planted buffer to be reduced to a 25 ft graded and landscaped buffer with a berm and 6 ft high solid opaque fence; and (b) along the western property line the 50 ft buffer would be reduced from 50 ft to 0 ft. For the front and side load garage placement variance, garage doors shall be positioned no more than 8' in front of the front wall plane of the residence, extending no more than 40 percent of the width of the residence.

STREAM BANK BUFFER

The 75 ft stream bank buffer should be shown and located outside of individual lots.

CONCEPTUAL MASTER PLAN

The development of the community shall be controlled by the Conceptual Master Site Plan (the "Site Plan") attached as Exhibit A. The Plan is considered conceptual in nature, and as such may require minor modifications during the engineering and development process. Modifications to the locations and arrangement of lots, roads, amenities, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by applicant, so long as its modifications do not change the land use, increase the overall density of the project, or reduce any established exterior buffers or setbacks.

Submitted 2-2-2024

Z:\31203\31203.0000\ENGINEERING\DRAWINGS\EXHIBITS\31203.0000 - CONCEPTUAL LAND PLANDWG - Feb 2, 2024 - 12:29 PM

N/F
PROPERTY OWNER: LESLIE ANN SCALES
PARCEL ID: 15048 000034
ZONING: PRD

N/F
PROPERTY OWNER: SHERRY PIRKLE
PARCEL ID: 15048 000024
ZONING: AR-III

N/F
PROPERTY OWNER: FRIENDSHIP COMMUNITY BAPTIST CHURCH, INC
PARCEL ID: 15048 000064
ZONING: AR-III

N/F
PROPERTY OWNER: CHAADWICK ROBERTSON
PARCEL ID: 15048 000025B
ZONING: AR-III

N/F
PROPERTY OWNER: CHADWICK ROBERTSON
PARCEL ID: 15048 000025D
ZONING: HB

WILLOW BROOK
SUBDIVISION
ZONING: R-I

S45°04'47"E
51.40'

482.74'

N55°38'53"E

S3°59'21"W

N44°15'07"W
75.39'

N9°05'12"W
69.69'

N6°53'48"E
69.69'

N2°22'37"E
9.71'

S70°51'12"E
256.98'

N45°06'06"E
41.39'

N83°55'48"E
40.66'

N52°57'01"W
254.63'

N41°31'53"W
207.05'

N43°57'21"E
267.47'

N31°42'03"W
116.64'

S41°09'10"E
CH=441.01'
L=443.05'
R=1332.00'

S39°59'49"E
173.13'

1174.76'

COMMON AREA
±2.28 AC.

COMMON AREA
±1.0 AC.

COMMON AREA

PROPOSED
STORMWATER
MANAGEMENT
AREA

PROPOSED
STORMWATER
MANAGEMENT
AREA

PROPOSED
MAIL KIOSK

PROPOSED ENTRANCE
MONUMENT SIGN AND
EASEMENT

PROPOSED 30' S.S.E.

PROPOSED 30' S.S.E.

PROPOSED 6' HIGH SOLID OPAQUE FENCE

PROPOSED 6' HIGH SOLID OPAQUE FENCE

PROPOSED TREES

5' SIDEWALK

25' PLANTED BUFFER

25' PLANTED BUFFER

5' METAL FENCE

6' WOOD FENCE

6' WOOD FENCE

4' CHAIN LINK FENCE

20' REAR SETBACK

20' REAR SETBACK

20' REAR SETBACK

25' FRONT SETBACK

25' FRONT SETBACK

25' SETBACK

5' SIDE SETBACK

5' SIDE SETBACK

5' SIDE SETBACK

5' SIDE SETBACK

24'
BC/BC

50'

42'R

60'R

42'R

60'R

STREET A

STREET B

FRIENDSHIP ROAD
(A.K.A. STATE ROUTE No. 347)

MAPLE VALLEY DRIVE

1	15568 Sq. Ft.	
2	14162 Sq. Ft.	
3	19451 Sq. Ft.	
4	17204 Sq. Ft.	
5	9159 Sq. Ft.	
6	8887 Sq. Ft.	
7	9186 Sq. Ft.	
8	10089 Sq. Ft.	
9	9878 Sq. Ft.	
10	9926 Sq. Ft.	
11	8340 Sq. Ft.	
12	10827 Sq. Ft.	
13	10582 Sq. Ft.	
14	8976 Sq. Ft.	
15	8145 Sq. Ft.	
16	8439 Sq. Ft.	
17	8002 Sq. Ft.	
18	8104 Sq. Ft.	
19	9334 Sq. Ft.	
20	9932 Sq. Ft.	
21	8417 Sq. Ft.	
22	10978 Sq. Ft.	

N
W E
S

REQUESTED PRD VARIANCES/EXCEPTIONS:

1. 50 FOOT REQUIRED PLANTED BUFFER REDUCED TO A 25' GRADED AND LANDSCAPED BUFFER WITH A BERM AND 6' HIGH SOLID OPAQUE FENCE ALONG THE EASTERN PROPERTY LINE
2. ELIMINATION OF 50 FOOT REQUIRED BUFFER ALONG ALL OTHER PROPERTY BOUNDARIES
3. REQUEST MAXIMUM DENSITY 2.17 LOTS/AC.

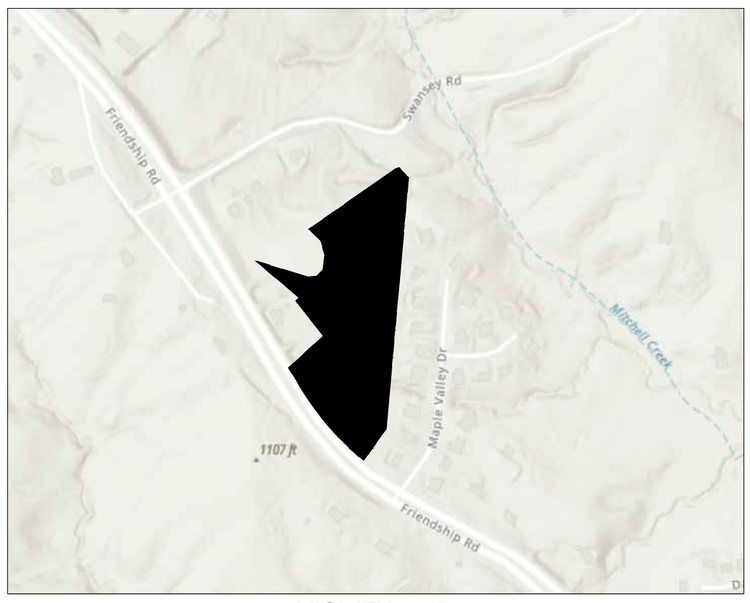
DEVELOPMENT SUMMARY

1. TOTAL PROPERTY ACREAGE = ±10.127 AC.
2. TOTAL NUMBER OF LOTS = 22
3. EXISTING ZONING: AR-111 / PROPOSED ZONING: PRD (WITH EXCEPTIONS)
4. PROPOSED ZONING PARCEL : 15048 000025
5. DEVELOPMENT DENSITY FOR PROPERTY = 2.17 LOTS/AC.
6. PROPOSED COMMON AREA/OPEN SPACE (INCLUDING STORMWATER MANAGEMENT) = ±3.04 AC. (±30.0%)
7. MINIMUM LOT AREA: 8,000 SF
8. MINIMUM LOT WIDTH: 50 FEET
9. PROPOSED SETBACKS:

   FRONT YARD = 25'
   REAR YARD = 20'
   SIDE YARD = 5'

10. TYPICAL LOT DIMENSIONS : 65' X 125'
11. ALL LOTS TO BE SERVED BY SANITARY SEWER CURRENTLY UNDER CONSTRUCTION BY HALL COUNTY.
12. PROPOSED LENGTH OF STREET = ±1,130 L.F.
13. WATER SERVICE PROVIDED BY CITY OF GAINESVILLE.
14. A 50' FOOT UNDISTURBED VEGETATIVE BUFFER ADJACENT TO ALL RUNNING STREAMS AND CREEKS WILL BE LEFT AND MAINTAINED.
15. BOUNDARY, TOPOGRAPHY, AND UTILITY INFORMATION BASED ON HALL COUNTY GIS.
16. SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.
17. LOCATION OF EXISTING STREAMS AND BUFFERS SHOWN BASED ON HALL COUNTY GIS. FIELD VERIFICATION RECOMMENDED.

* PRD ZONING REQUIRES 50 FT ZONING BUFFER, REQUEST TO REDUCE TO 25 FT.



VICINITY MAP
SCALE = N.T.S.

NOTE: PROPERTY IS WITHIN THE PROTECTED WATERSHED DISTRICT OF UPPER OCONEE WATERSHED

SANITARY SEWER FLOW:

270 GPD/LOT * 22 LOTS = 5,940 GPD

CONCEPTUAL LAND PLAN

3655 FRIENDSHIP ROAD

HALL COUNTY, GA

PREPARED FOR:

SOUTHERN HERITAGE HOMES

PREPARED BY:

THOMAS & HUTTON
5553 Peachtree Road • Suite 175
Chamblee, GA 30341 • 470.893.1700
www.thomasandhutton.com

JOB NO:	J-31203.0000	DATE:	02/02/2024
DRAWN:	####	SCALE:	1" = 50'
REVIEWED:	####	SHEET:	C1.1

Submitted 2-2-2024

Z:\J3203\J3203.0000\ENGINEERING\DRAWINGS\EXHIBITS\J3203.0000 - CONCEPTUAL LAND PLAN - NO TOPO.DWG - Feb 2, 2024 - 12:20 PM

N/F
PROPERTY OWNER: LESLIE ANN SCALES
PARCEL ID: 15048 000034
ZONING: PRD

S45°04'47"E
51.40'

482.74'

PROPOSED 30' S.S.E.

COMMON AREA

S3°59'21"W

N/F
PROPERTY OWNER: SHERRY PIRKLE
PARCEL ID: 15048 000024
ZONING: AR-III

N55°38'53"E

PROPOSED STORMWATER MANAGEMENT AREA

20' REAR SETBACK

11
8340 Sq. Ft.

12
10827 Sq. Ft.

25' FRONT SETBACK

PROPOSED 30' S.S.E.

13
10582 Sq. Ft.

N44°15'07"W
75.39'

N6°05'12"W
69.69'

60'R

42'R

25' PLANTED BUFFER

5' METAL FENCE

N/F
PROPERTY OWNER: FRIENDSHIP COMMUNITY BAPTIST CHURCH, INC
PARCEL ID: 15048 000064
ZONING: AR-III

N2°22'37"E
9.71'

S70°51'12"E
256.98'

N45°06'06"E
41.39'

N83°55'48"E
40.66'

N6°53'48"E
69.69'

14
8976 Sq. Ft.

10
9926 Sq. Ft.

15
8145 Sq. Ft.

9
9878 Sq. Ft.

PROPOSED 6' HIGH SOLID OPAQUE FENCE

6' WOOD FENCE

N52°57'01"W
254.63'

20' REAR SETBACK

16
8439 Sq. Ft.

50'

8
10089 Sq. Ft.

5' SIDE SETBACK

5' SIDE SETBACK

5' SIDE SETBACK

17
8002 Sq. Ft.

25' FRONT SETBACK

24'
BC/BC

25' FRONT SETBACK

7
9186 Sq. Ft.

WILLOW BROOK
SUBDIVISION
ZONING: R-I

18
8104 Sq. Ft.

6
8887 Sq. Ft.

5' SIDEWALK

PROPOSED TREES

4' CHAIN LINK FENCE

N/F
PROPERTY OWNER: CHAADWICK ROBERTSON
PARCEL ID: 15048 000025B
ZONING: AR-III

COMMON AREA
±2.28 AC.

19
9334 Sq. Ft.

STREET A

5
9159 Sq. Ft.

N/F
PROPERTY OWNER: CHADWICK ROBERTSON
PARCEL ID: 15048 000025D
ZONING: HB

N41°31'53"W
207.05'

N43°57'21"E
267.47'

20' REAR SETBACK

20
9932 Sq. Ft.

21
8417 Sq. Ft.

22
10978 Sq. Ft.

PROPOSED STORMWATER MANAGEMENT AREA

6' WOOD FENCE

5' WOOD FENCE

PROPOSED ENTRANCE MONUMENT SIGN AND EASEMENT

N31°42'03"W
116.64'

(A.K.A. STATE ROUTE No. 347)

FRIENDSHIP ROAD

STREET B

COMMON AREA
±1.0 AC.

25' PLANTED BUFFER

MAPLE VALLEY DRIVE

PROPOSED MAIL KIOSK

42'R

60'R

1
15568 Sq. Ft.

2
14162 Sq. Ft.

25' SETBACK

3
19451 Sq. Ft.

4
17204 Sq. Ft.

PROPOSED 6' HIGH SOLID OPAQUE FENCE

1174.76'

S41°09'10"E
CH=441.01'
L=443.05'
R=1332.00'

S33°59'41"W
173.13'

PROPOSED TREES

N
W
E
S

REQUESTED PRD VARIANCES/EXCEPTIONS:

1. 50 FOOT REQUIRED PLANTED BUFFER REDUCED TO A 25' GRADED AND LANDSCAPED BUFFER WITH A BERM AND 6' HIGH SOLID OPAQUE FENCE ALONG THE EASTERN PROPERTY LINE
2. ELIMINATION OF 50 FOOT REQUIRED BUFFER ALONG ALL OTHER PROPERTY BOUNDARIES
3. REQUEST MAXIMUM DENSITY 2.17 LOTS/AC.

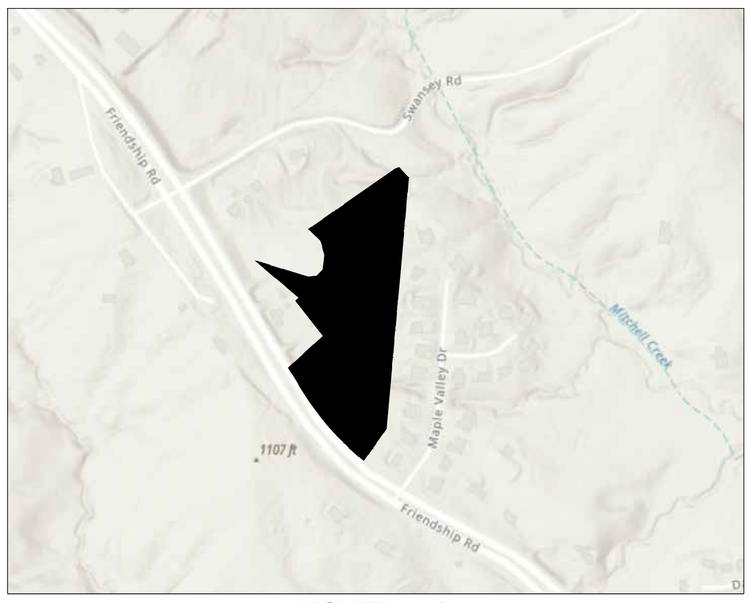
DEVELOPMENT SUMMARY

1. TOTAL PROPERTY ACREAGE = ±10.127 AC.
2. TOTAL NUMBER OF LOTS = 22
3. EXISTING ZONING: AR-111 / PROPOSED ZONING: PRD (WITH EXCEPTIONS)
4. PROPOSED ZONING PARCEL : 15048 000025
5. DEVELOPMENT DENSITY FOR PROPERTY = 2.17 LOTS/AC.
6. PROPOSED COMMON AREA/OPEN SPACE (INCLUDING STORMWATER MANAGEMENT) = ±3.04 AC. (±30.0%)
7. MINIMUM LOT AREA: 8,000 SF
8. MINIMUM LOT WIDTH: 50 FEET
9. PROPOSED SETBACKS:

   FRONT YARD = 25'
   REAR YARD = 20'
   SIDE YARD = 5'

10. TYPICAL LOT DIMENSIONS : 65' X 125'
11. ALL LOTS TO BE SERVED BY SANITARY SEWER CURRENTLY UNDER CONSTRUCTION BY HALL COUNTY.
12. PROPOSED LENGTH OF STREET = ±1,130 L.F.
13. WATER SERVICE PROVIDED BY CITY OF GAINESVILLE.
14. A 50' FOOT UNDISTURBED VEGETATIVE BUFFER ADJACENT TO ALL RUNNING STREAMS AND CREEKS WILL BE LEFT AND MAINTAINED.
15. BOUNDARY, TOPOGRAPHY, AND UTILITY INFORMATION BASED ON HALL COUNTY GIS.
16. SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.
17. LOCATION OF EXISTING STREAMS AND BUFFERS SHOWN BASED ON HALL COUNTY GIS. FIELD VERIFICATION RECOMMENDED.

* PRD ZONING REQUIRES 50 FT ZONING BUFFER, REQUEST TO REDUCE TO 25 FT.



VICINITY MAP
SCALE = N.T.S.

NOTE: PROPERTY IS WITHIN THE PROTECTED WATERSHED DISTRICT OF UPPER OCONEE WATERSHED

SANITARY SEWER FLOW:

270 GPD/LOT * 22 LOTS = 5,940 GPD

CONCEPTUAL LAND PLAN

3655 FRIENDSHIP ROAD

HALL COUNTY, GA

PREPARED FOR:

SOUTHERN HERITAGE HOMES

PREPARED BY:

THOMAS & HUTTON
5553 Peachtree Road • Suite 175
Chamblee, GA 30341 • 470.893.1700
www.thomasandhutton.com

JOB NO:	J-31203.0000
DRAWN:	####
REVIEWED:	####
DATE:	02/02/2024
SCALE:	1" = 50'
SHEET:	C1.1

Z:\J-31203\J-31203.0000\ENGINEERING\DRAWINGS\EXHIBITS\J-31203.0000 - CONCEPTUAL LAND PLAN - NO TOPO.DWG - Dec 5, 2023 - 8:21 AM

N/F
PROPERTY OWNER: LESLIE ANN SCALES
PARCEL ID: 15048 000034
ZONING: PRD

N/F
PROPERTY OWNER: SHERRY PIRKLE
PARCEL ID: 15048 000024
ZONING: AR-III

N/F
PROPERTY OWNER: FRIENDSHIP COMMUNITY BAPTIST CHURCH, INC
PARCEL ID: 15048 000064
ZONING: AR-III

N/F
PROPERTY OWNER: CHAADWICK ROBERTSON
PARCEL ID: 15048 000025B
ZONING: AR-III

N/F
PROPERTY OWNER: CHAADWICK ROBERTSON
PARCEL ID: 15048 000025D
ZONING: HB

WILLOW BROOK
SUBDIVISION
ZONING: R-I

S45°04'47"E
51.40'

482.74'

S3°59'21"W

N55°38'53"E

N44°15'07"W
75.39'

N6°50'12"W
69.69'

N6°53'48"E
69.69'

N2°22'37"E
9.71'

S70°51'12"E
256.98'

N45°06'06"E
41.39'

N83°55'48"E
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N41°31'53"W
207.05'

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S41°09'10"E
CH=441.01'
L=443.05'
R=1332.00'

S33°59'41"W
173.13'

1174.76'

COMMON AREA

PROPOSED
STORMWATER
MANAGEMENT
AREA

PROPOSED 30' S.S.E.

PROPOSED ENTRANCE
MONUMENT SIGN AND
EASEMENT

PROPOSED
MAIL KIOSK

STREET A

STREET B

FRIENDSHIP ROAD
(A.K.A. STATE ROUTE No. 347)

MAPLE VALLEY DRIVE

1	15568 Sq. Ft.	
2	14162 Sq. Ft.	
3	23965 Sq. Ft.	
4	12690 Sq. Ft.	
5	9159 Sq. Ft.	
6	8887 Sq. Ft.	
7	9186 Sq. Ft.	
8	10089 Sq. Ft.	
9	9878 Sq. Ft.	
10	9926 Sq. Ft.	
11	9965 Sq. Ft.	
12	12656 Sq. Ft.	
13	14884 Sq. Ft.	
14	48117 Sq. Ft.	
15	8374 Sq. Ft.	
16	8978 Sq. Ft.	
17	8450 Sq. Ft.	
18	8070 Sq. Ft.	
19	9209 Sq. Ft.	
20	10654 Sq. Ft.	
21	9372 Sq. Ft.	
22	10978 Sq. Ft.	

20' REAR SETBACK
25' FRONT SETBACK
5' SIDE SETBACK
25' SETBACK
50'
24' BC/BC
42'R
60'R
5' SIDEWALK
PROPOSED TREES
25' PLANTED BUFFER
PROPOSED 6' HIGH SOLID OPAQUE FENCE
5' METAL FENCE
4' WOOD FENCE
6' WOOD FENCE
4' CHAIN LINK FENCE
5' WOOD FENCE
WM

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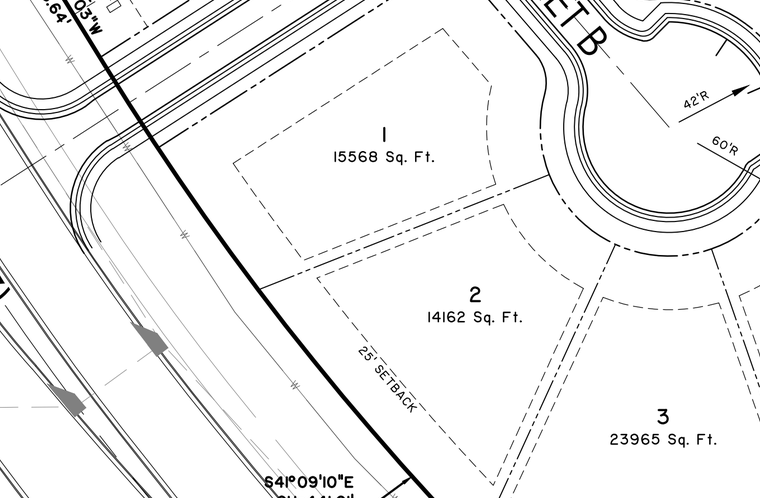

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3655 FRIENDSHIP ROAD

HALL COUNTY, GA

PREPARED FOR:

SOUTHERN HERITAGE HOMES

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JOB NO:	J-31203.0000
DRAWN:	####
REVIEWED:	####
DATE:	11/20/2023
SCALE:	1" = 50'
SHEET:	C1.1

Z:\31203\31203.0000\ENGINEERING\DRAWINGS\EXHIBITS\31203.0000 - CONCEPTUAL LAND PLANNING - Dec 5, 2023 - 8:22 AM

N/F
PROPERTY OWNER: SHERRY PIRKLE
PARCEL ID: 15048 000024
ZONING: AR-III

N/F
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WILLOW BROOK
SUBDIVISION
ZONING: R-I

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482.74'

S3°59'21"W

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STREET B

FRIENDSHIP ROAD
(A.K.A. STATE ROUTE No. 347)

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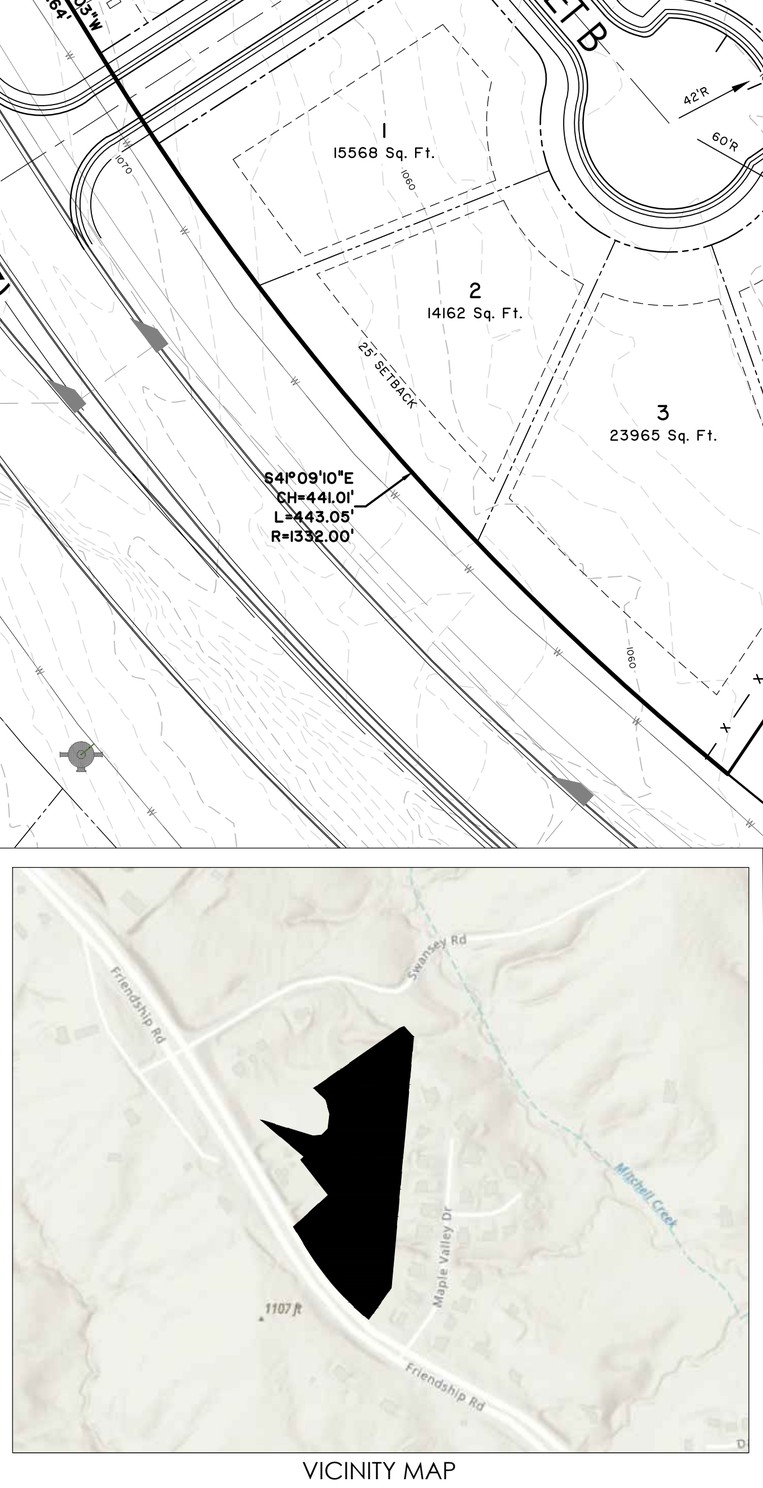

VICINITY MAP
SCALE = N.T.S.

NOTE: PROPERTY IS WITHIN THE PROTECTED WATERSHED DISTRICT OF UPPER OCONEE WATERSHED

SANITARY SEWER FLOW:

270 GPD/LOT * 22 LOTS = 5,940 GPD

CONCEPTUAL LAND PLAN

3655 FRIENDSHIP ROAD

HALL COUNTY, GA

PREPARED FOR:

SOUTHERN HERITAGE HOMES

PREPARED BY:

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www.thomasandhutton.com

JOB NO:	J-31203.0000
DRAWN:	####
REVIEWED:	####
DATE:	11/20/2023
SCALE:	1" = 50'
SHEET:	C1.1

Applicant: 3655 FRIENDSHIP RD., LLC

Tax Parcel #: 15048 000025

Location: 3655 FRIENDSHIP ROAD, BUFORD, GA 30519

Commission District 1 **PC Mtg. Date: 02/05/24**

0 90 180 360
Feet

Zoning Boundary
City Limits
Subject Area

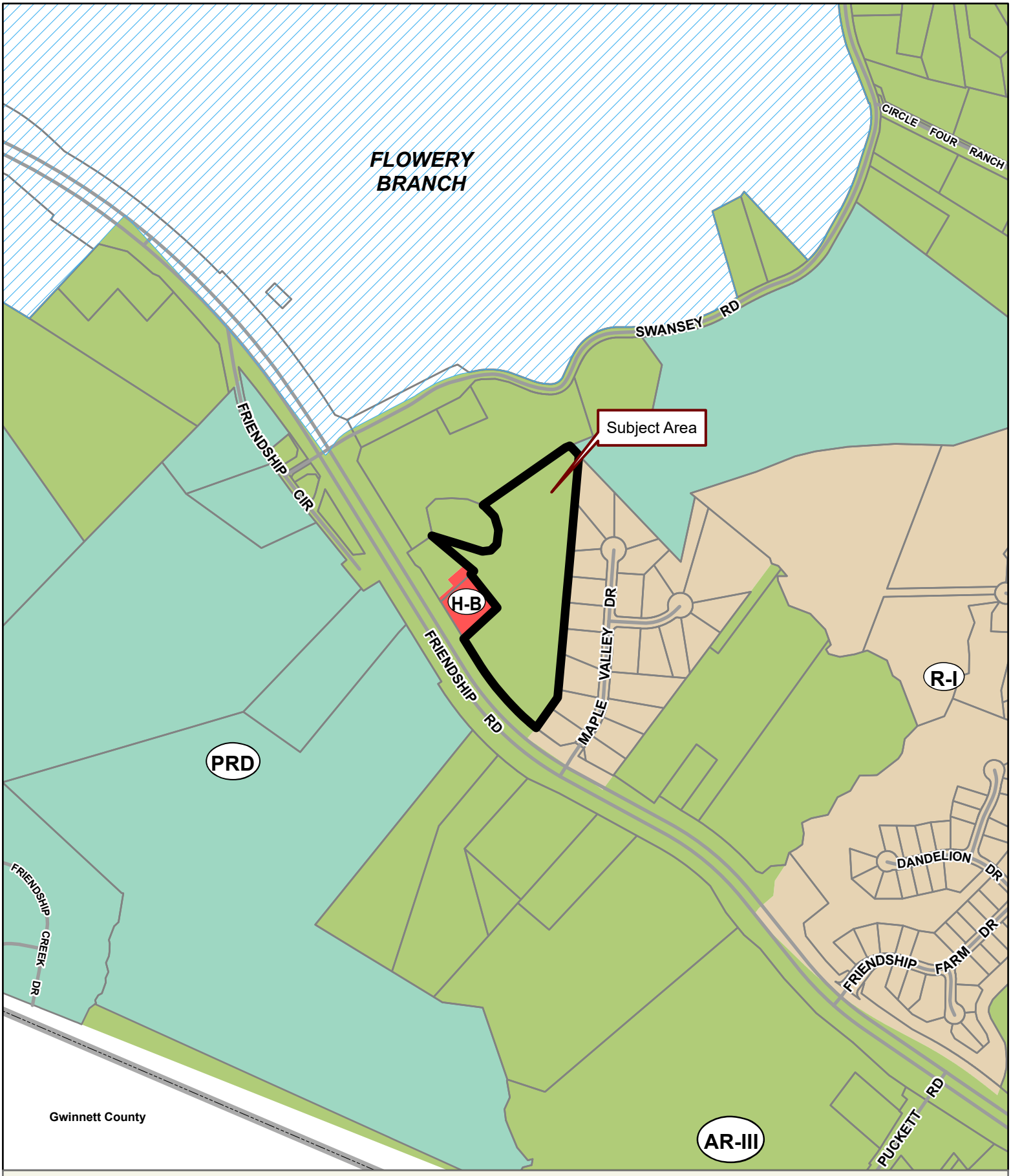
N

Applicant: 3655 FRIENDSHIP RD., LLC
Tax Parcel #: 15048 000025
Location: 3655 FRIENDSHIP ROAD, BUFORD, GA 30519
Commission District 1 **PC Mtg. Date: 02/05/24**

0 90 180 360
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: 3655 FRIENDSHIP RD., LLC
Tax Parcel #: 15048 000025
Location: 3655 FRIENDSHIP ROAD, BUFORD, GA 30519
Commission District 1 **PC Mtg. Date: 02/05/24**

0 180 360 720
Feet

Zoning Boundary
City Limits
Subject Area
Structure

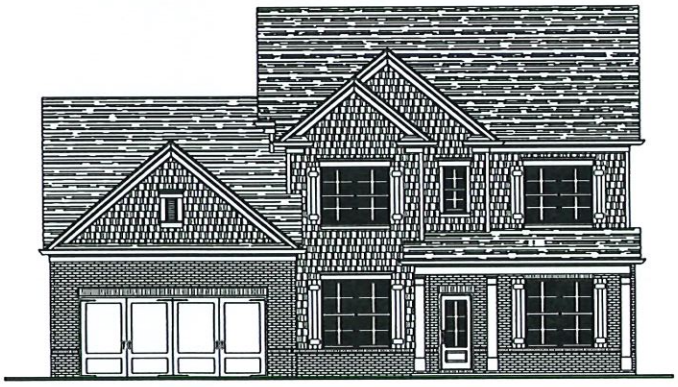
N

THE BELLGROVE

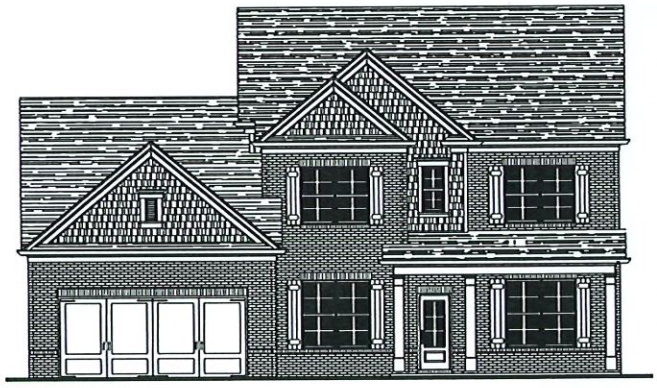
@ GEORGIAN ACRES

Front Elevation A

Front Elevation B



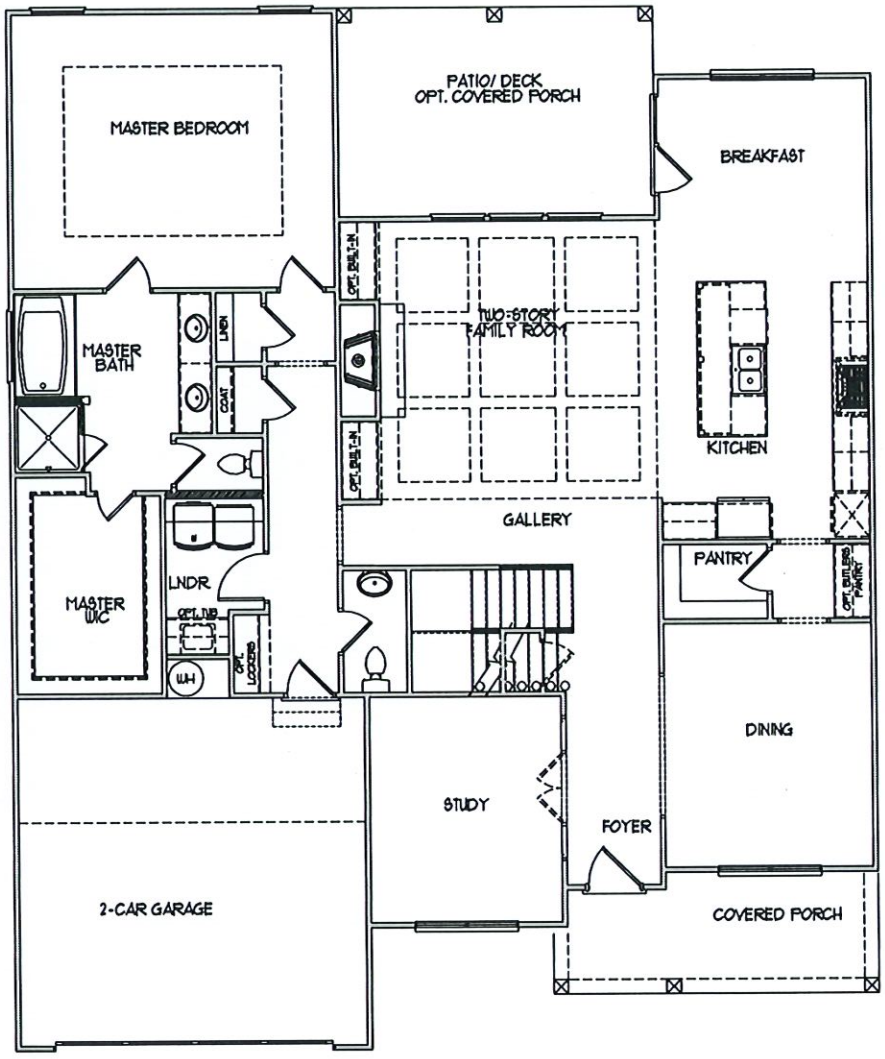
Front Elevation C



Front Elevation D

Bowen Plans

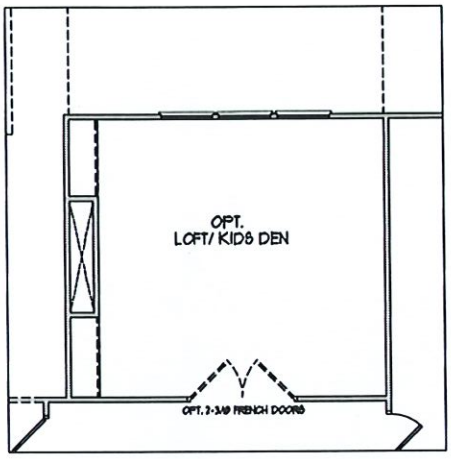
THE BELLGROVE
@ GEORGIAN ACRES



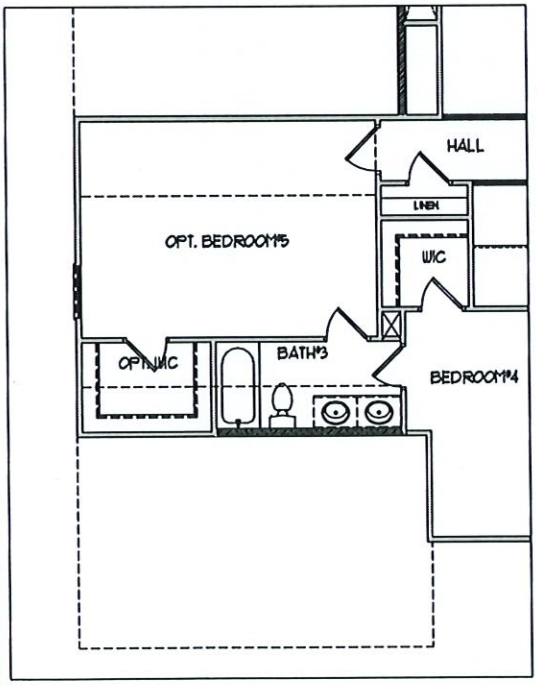
Main Level

Bowen Plans

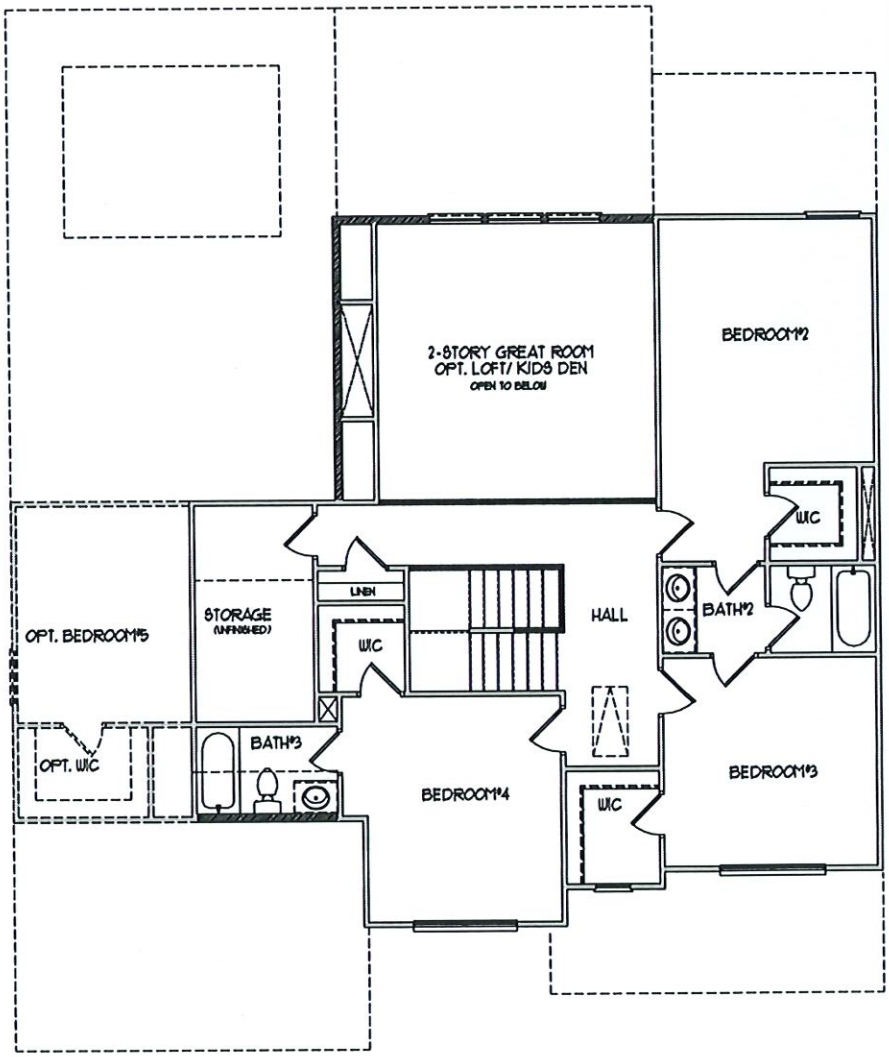
THE BELLGROVE
@ GEORGIAN ACRES



Opt. Loft/ Kids Den



Opt. Bedroom# 5



Upper Level

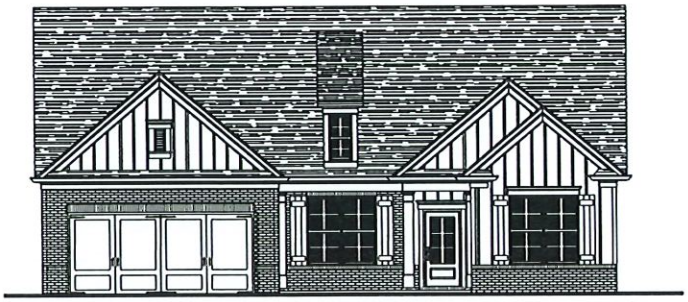
Bowen Plans

ROSEWOOD

@ GEORGIAN ACRES

Front Elevation A

Front Elevation B

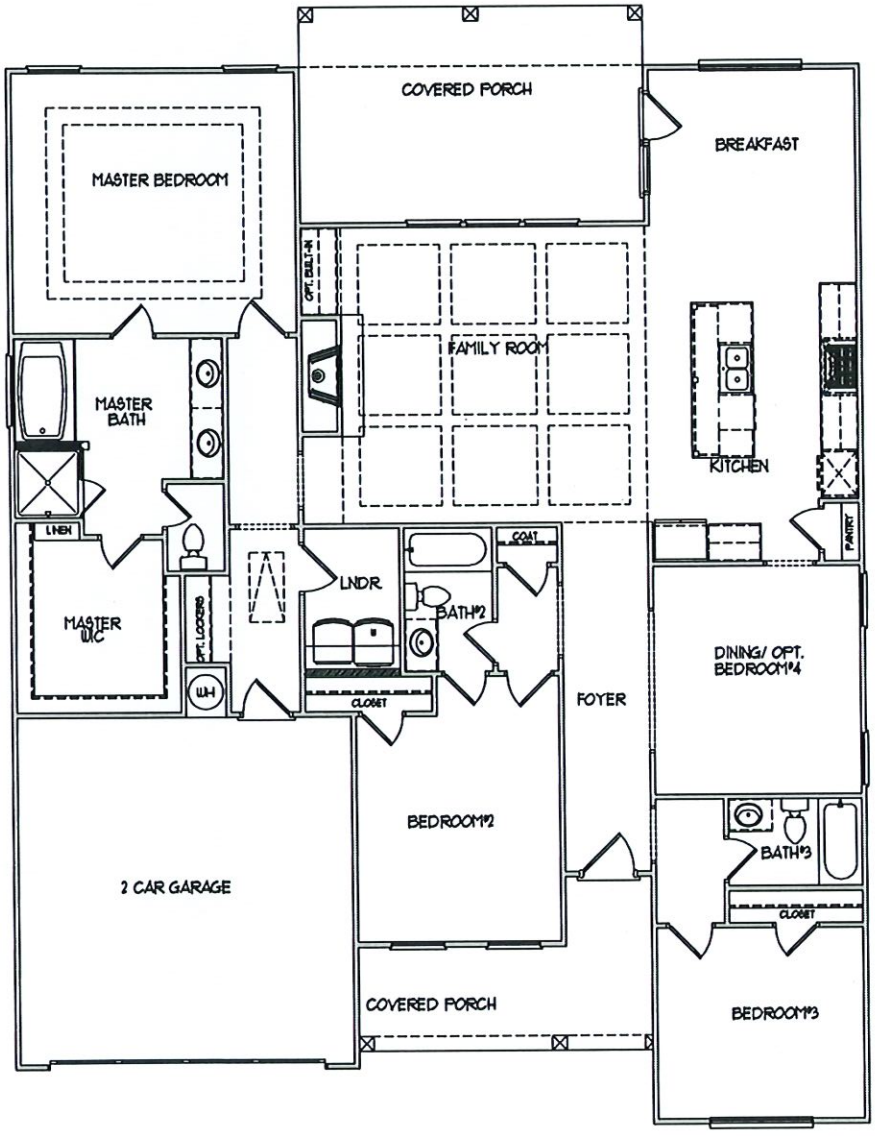


Front Elevation C

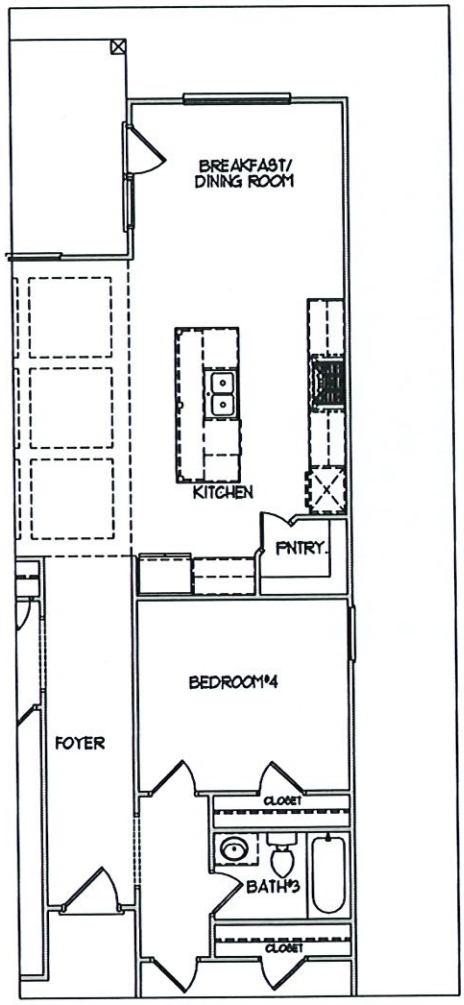
Front Elevation D

Bowen Plans

ROSEWOOD
@ GEORGIAN ACRES



Main Level



Opt. Bedroom #4

Bowen Plans

THE FARMINGTON

@ GEORGIAN ACRES

Front Elevation A

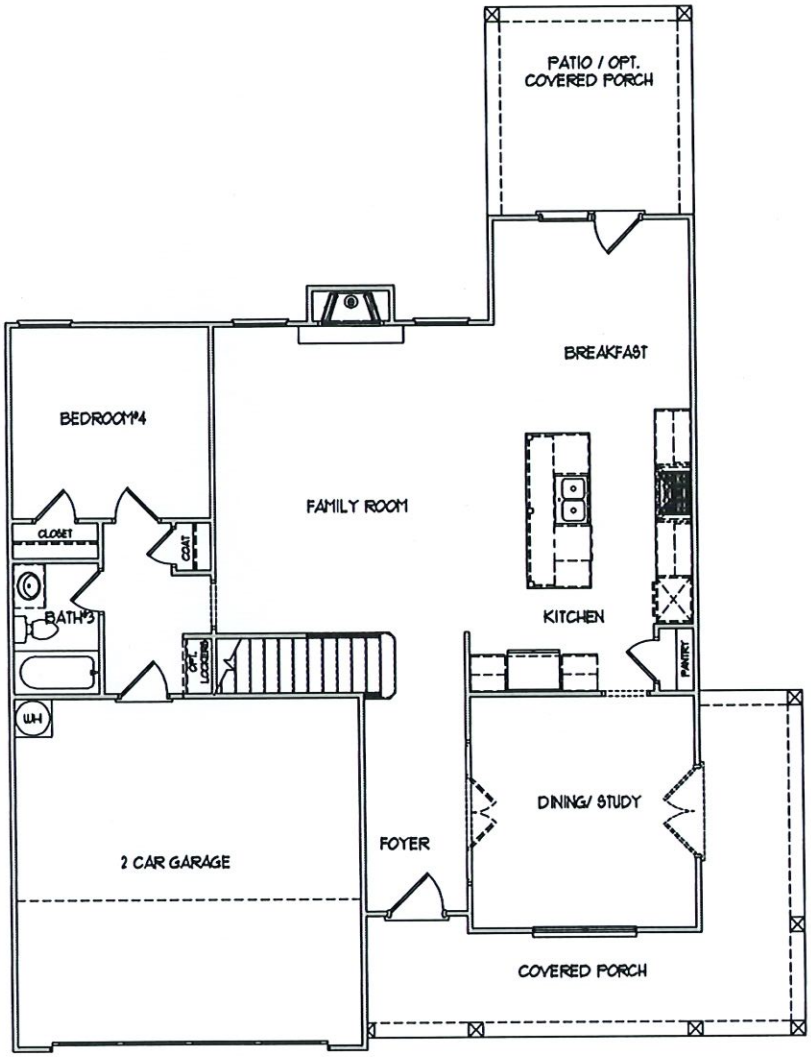
Front Elevation B

Front Elevation C

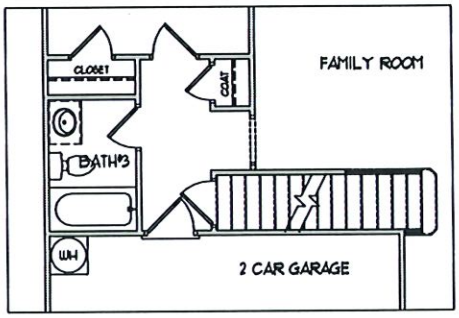
Front Elevation D

Bowen Plans

THE FARMINGTON
@ GEORGIAN ACRES



Main Level

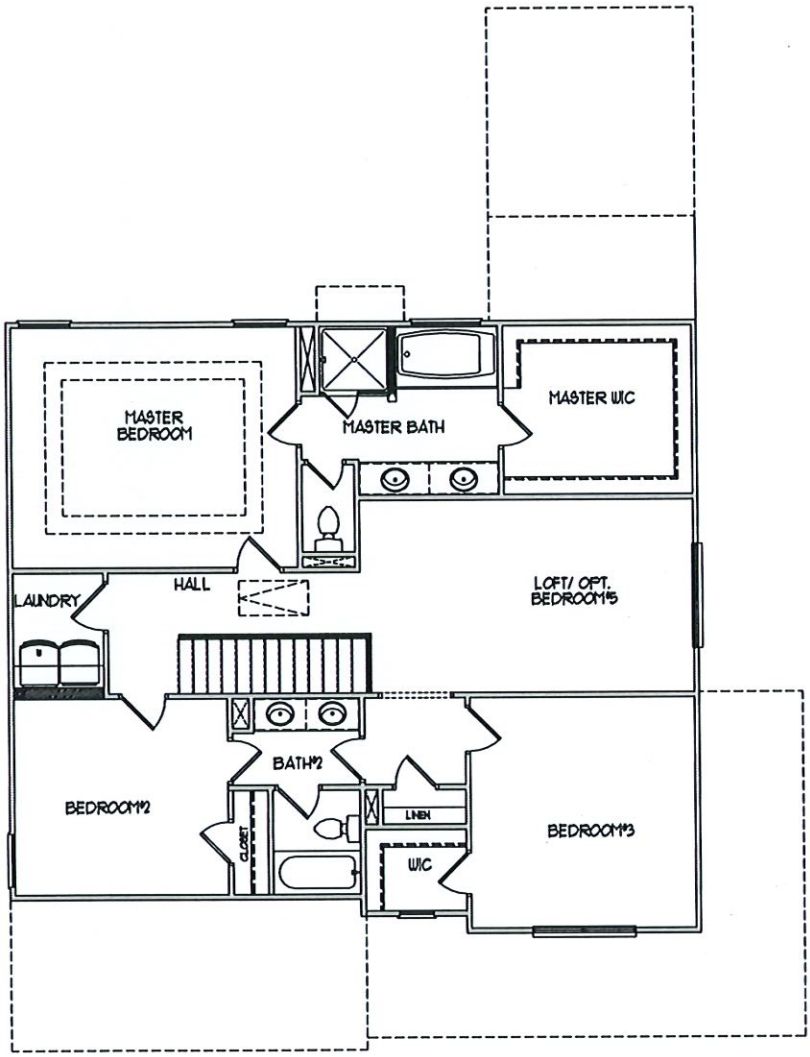


Stairs On
Basement Opt.

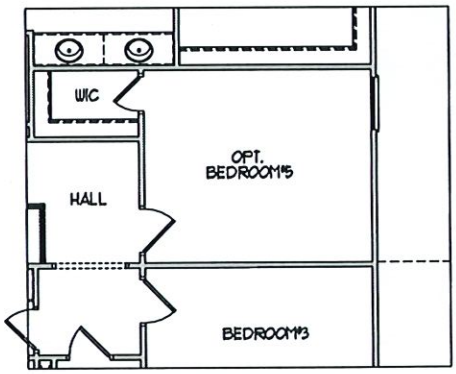
Bowen Plans

THE FARMINGTON

@ GEORGIAN ACRES



Upper Level



Opt. Bedroom# 5

Bowen Plans

THE HIGHWOOD
@ GEORGIAN ACRES

Front Elevation A

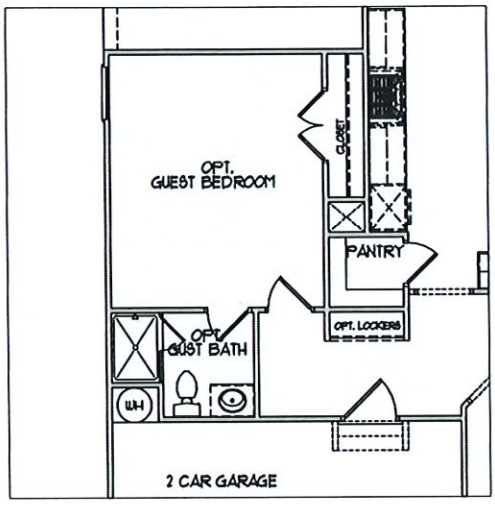
Front Elevation B

Front Elevation C

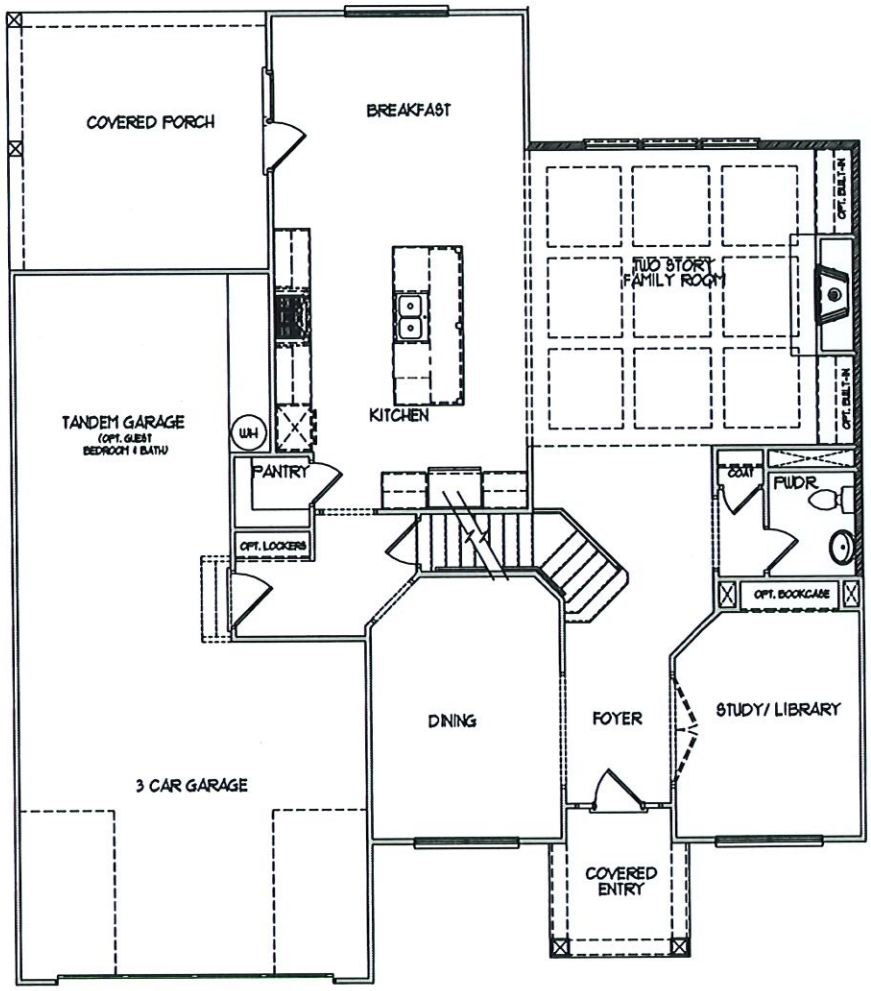
Front Elevation D

Bowen Plans

THE HIGHWOOD
@ GEORGIAN ACRES



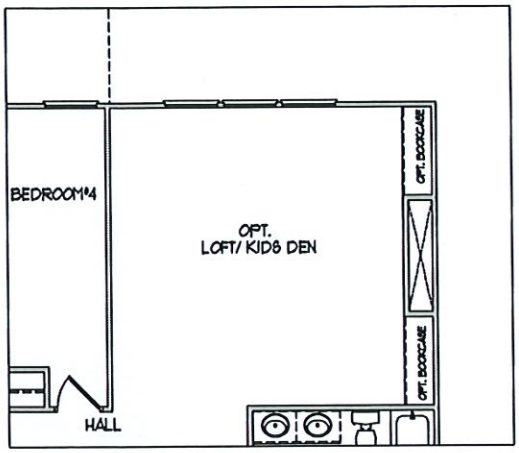
Opt. Guest
Bedroom & Bath



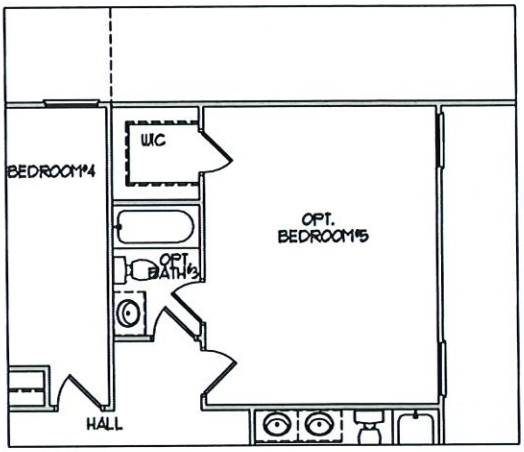
Main Level

Bowen Plans

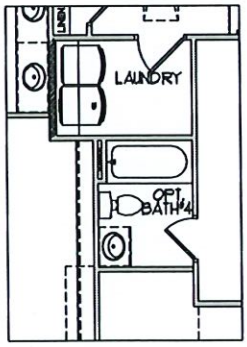
THE HIGHWOOD
@ GEORGIAN ACRES



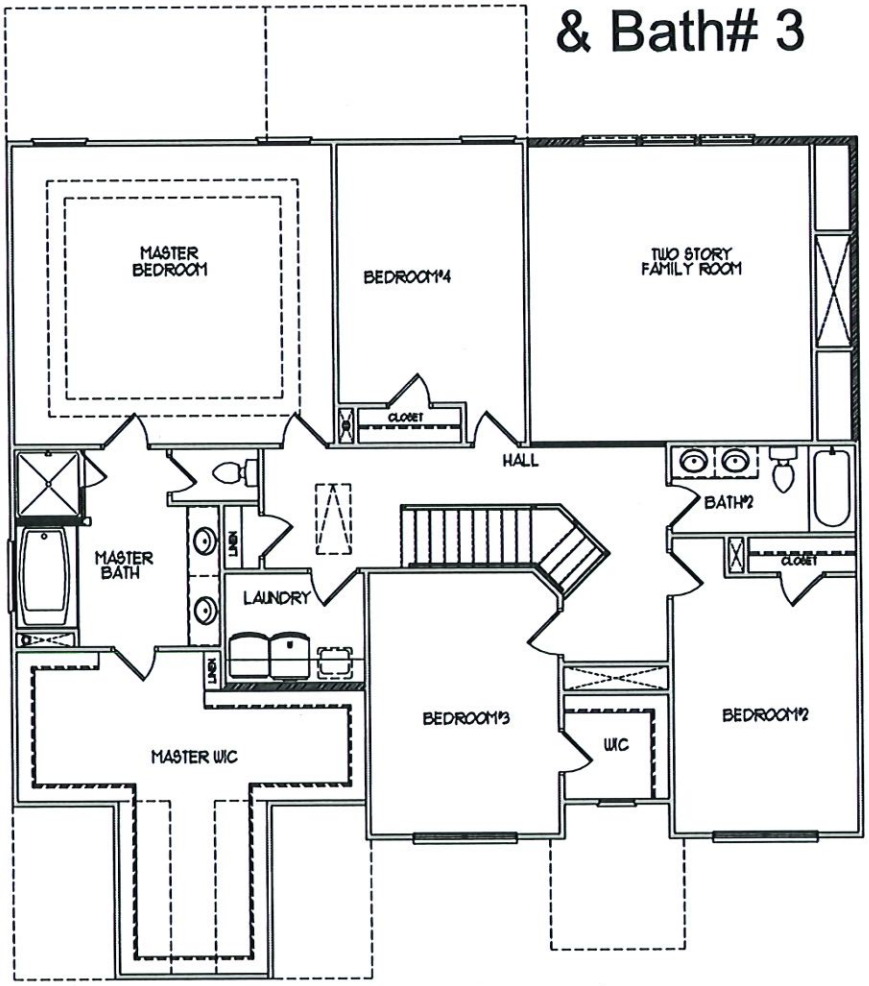
Opt. Loft/ Kids Den



Opt. Bedroom# 5
& Bath# 3



Opt. Bath# 4



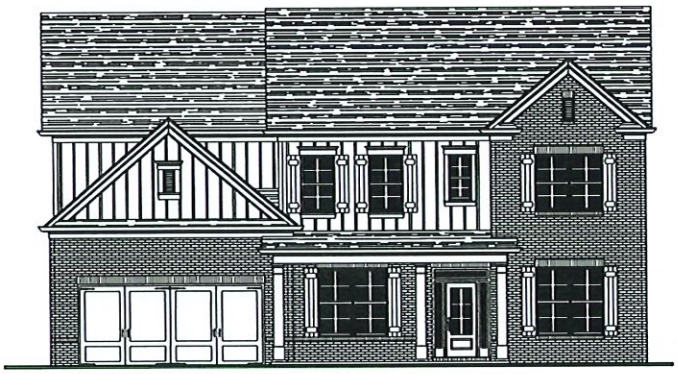
Upper Level

Bowen Plans

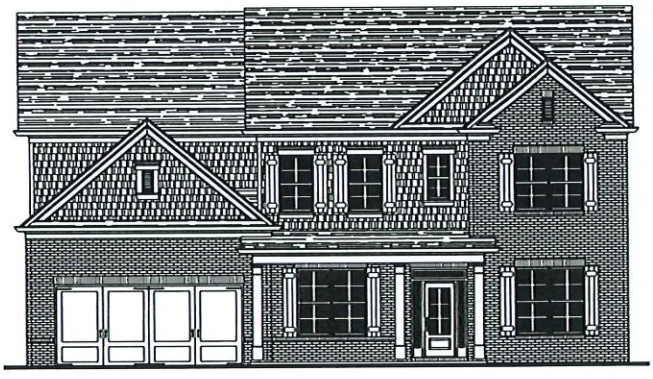
THE JACKSON
@ GEORGIAN ACRES

Front Elevation A

Front Elevation B



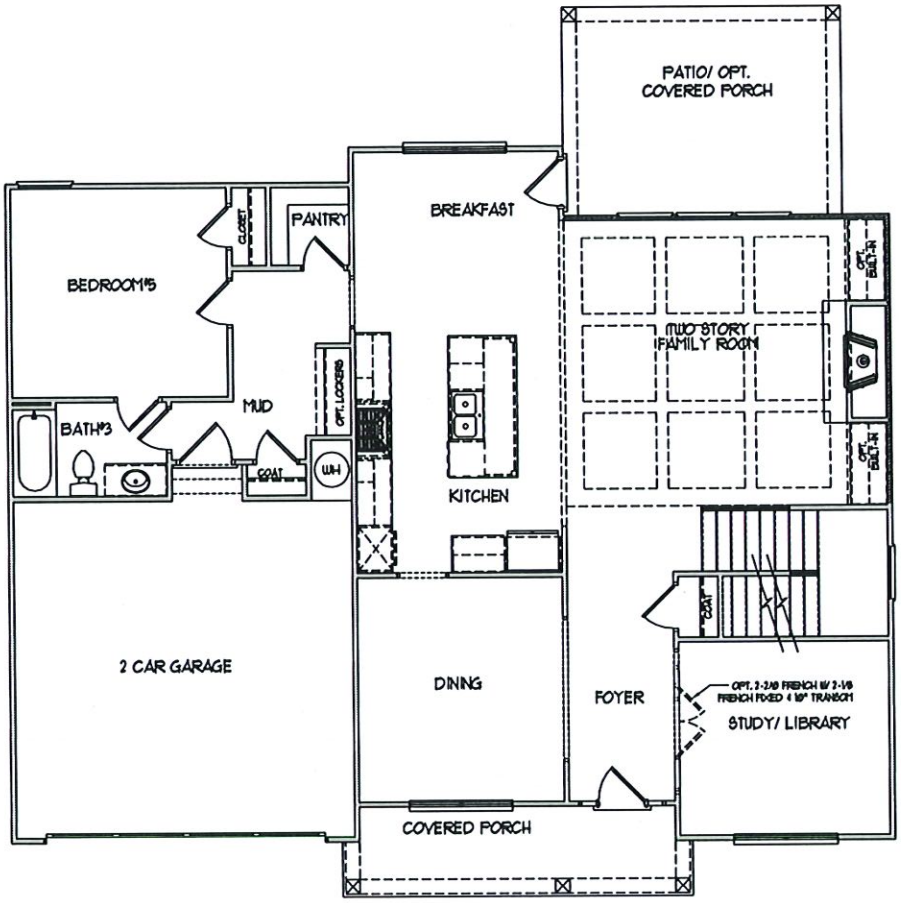
Front Elevation C



Front Elevation D

Bowen Plans

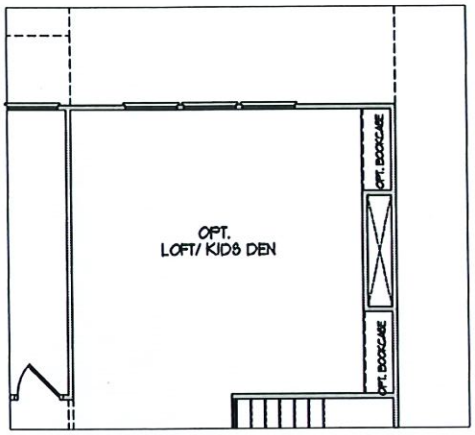
THE JACKSON
@ GEORGIAN ACRES



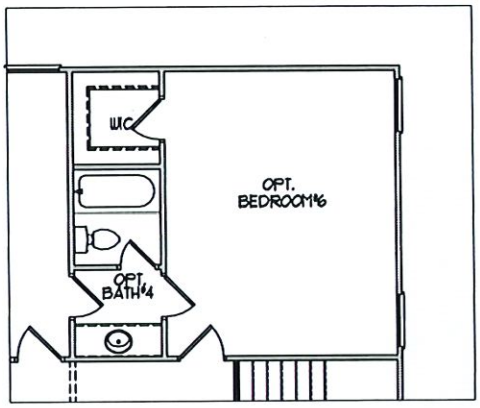
Main Level

Bowen Plans

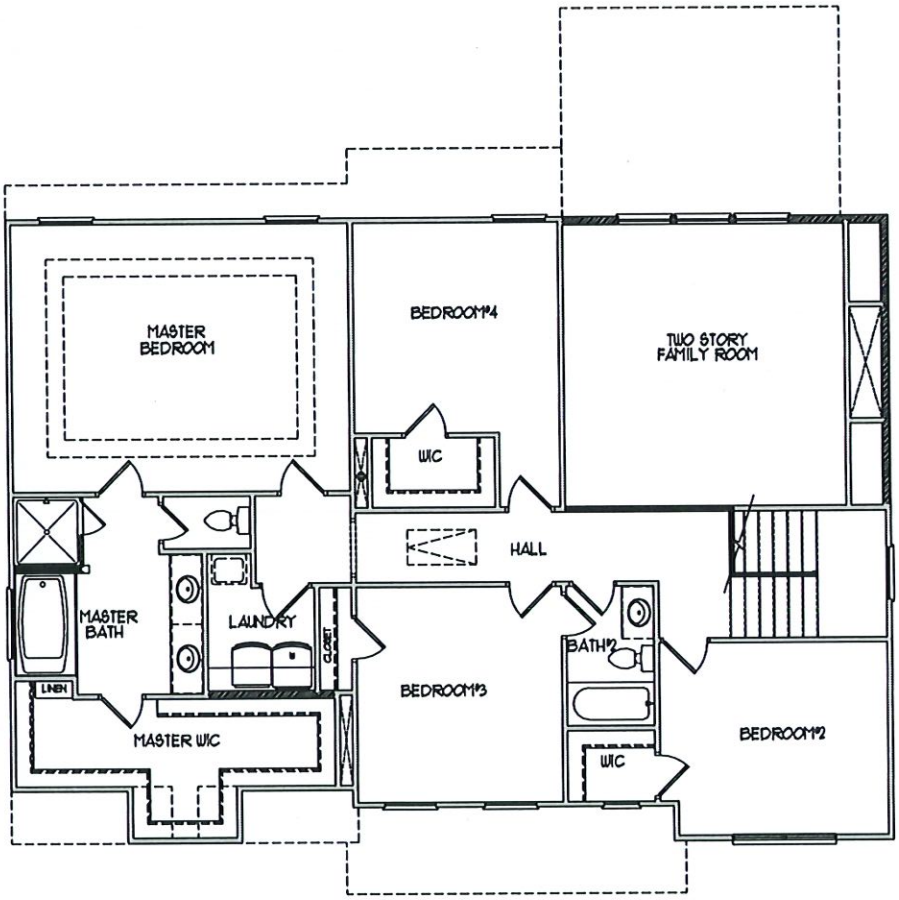
THE JACKSON
@ GEORGIAN ACRES



Opt. Bedroom# 5



Opt. Bedroom# 6
& Bath# 4



Upper Level

Bowen Plans

THE LAKEHURST

@ GEORGIAN ACRES

Front Elevation A

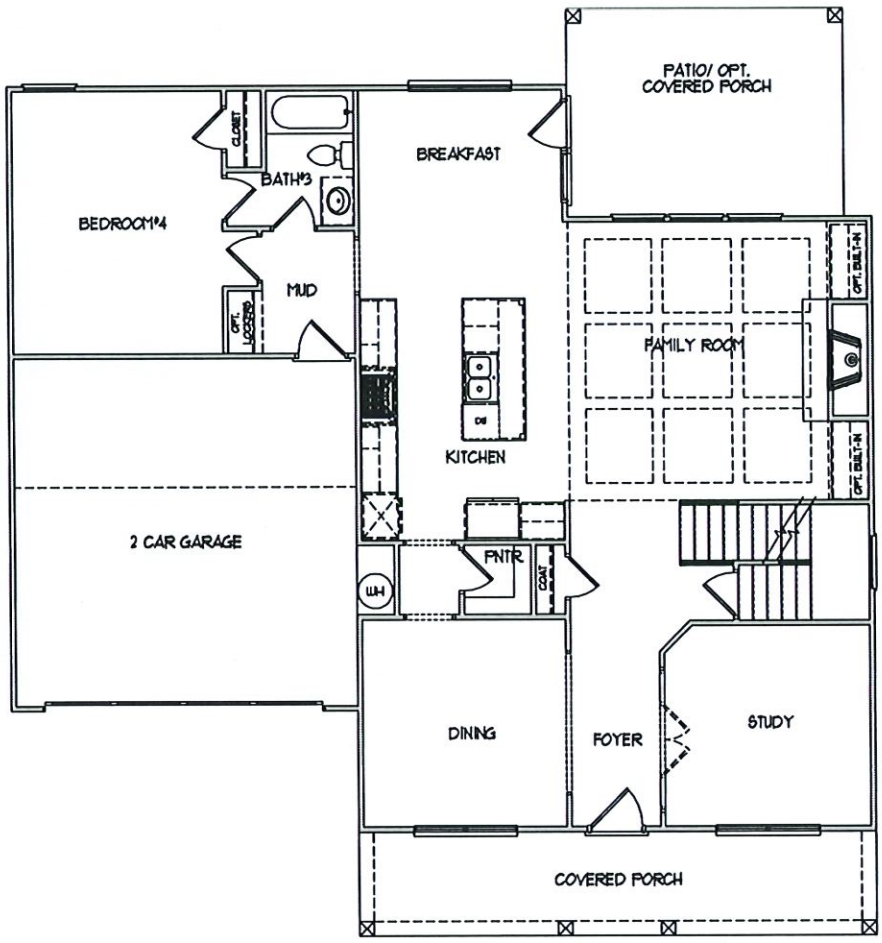
Front Elevation B

Front Elevation C

Front Elevation D

Bowen Plans

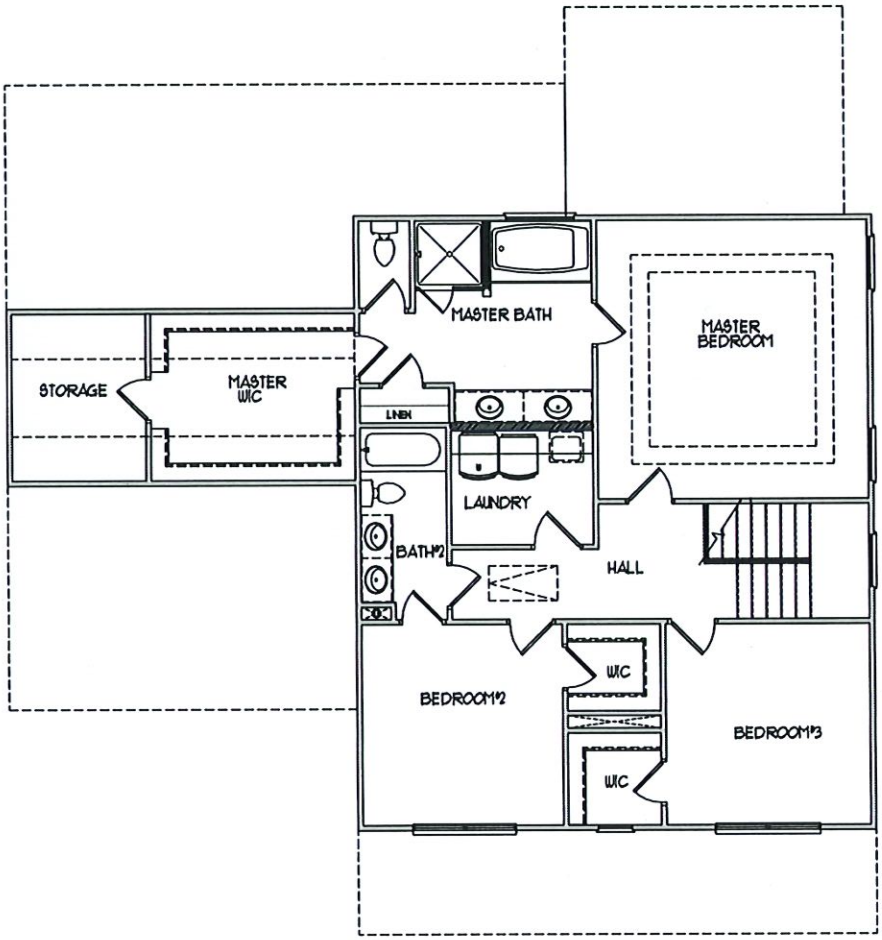
THE LAKEHURST
@ GEORGIAN ACRES



Main Level

Bowen Plans

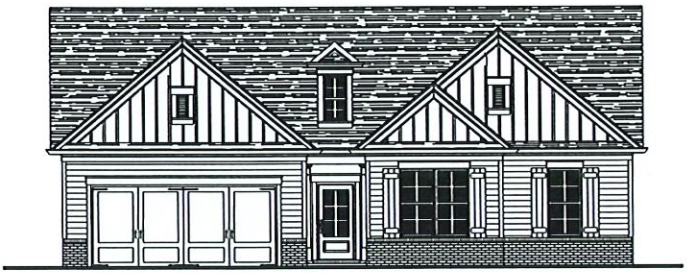
THE LAKEHURST
@ GEORGIAN ACRES



Upper Level

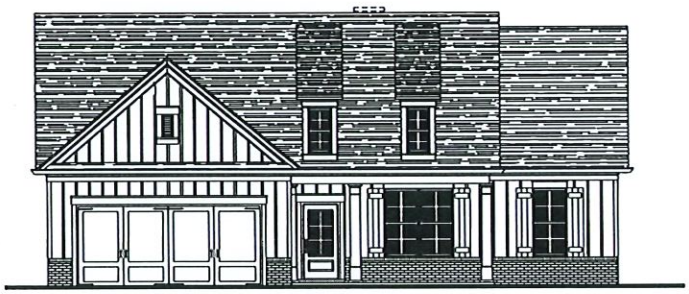
Bowen Plans

THE MAPLEWOOD
@ GEORGIAN ACRES



Front Elevation A

Front Elevation B

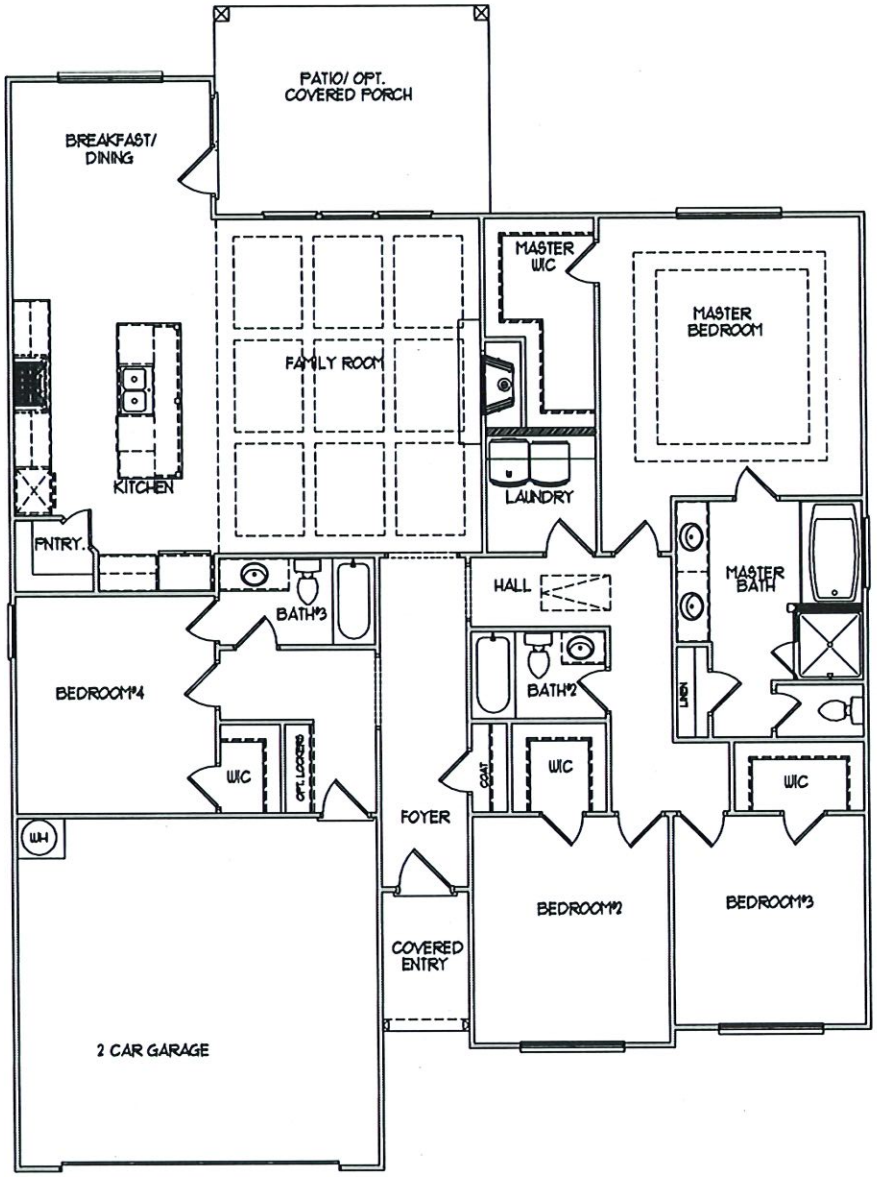


Front Elevation C

Front Elevation D

Bowen Plans

THE MAPLEWOOD
@ GEORGIAN ACRES



Main Level

Bowen Plans

FILED & RECORDED 10/06/2023 9:08 AM
DEED BOOK 9379 PAGES 213 - 215
FILING FEES: $25.00
PT61: 069-2023-006551 TRANSFER TAX: $780.00
RECORDED BY: MB
CLERK: Charles Baker, C.S.C Hall County, GA

23R25057
Garner & Kilgore
P.O. Box 602
Buford, Georgia 30518

STATE OF GEORGIA
COUNTY OF GWINNETT

EXECUTOR'S DEED

THIS INDENTURE, made and entered into this **29th** day of **September, 2023**, between **Stanley Grover Harrison as Executor of the Last Will and Testament of Elsie Puckett Harrison (a/k/a Elsie P. Harrison)**, deceased of Hall County, Georgia, as Party of the First Part; and, **3655 Friendship Rd. LLC**, individually, as Party of the Second Part:

WITNESSETH:

WHEREAS, the said **Elsie Puckett Harrison a/k/a Elsie P. Harrison,** died on January 23, 2020, leaving a Will which has been duly probated in Solemn Form in the Probate Court of Hall County, Georgia, said Will being on file and recorded in the Office of the Judge of the Probate Court of Hall County, Georgia **(Estate No. E-20-080)**; and

WHEREAS, **Stanley Grover Harrison** is the duly qualified and acting Executor under the Last Will and Testament of **Elsie Puckett Harrison a/k/a Elsie P. Harrison,** deceased; and

WHEREAS, the said **Elsie Puckett Harrison a/k/a Elsie P. Harrison** owned certain property as described hereinafter; and,

WHEREAS, the undersigned Executor has the authority to sell the hereinafter described property at private sale, without advertisement and without order of any court; and

WHEREAS, all debts of the said **Elsie Puckett Harrison a/k/a Elsie P. Harrison** and all charges against her estate have been paid or adequate provision for their payment has been made out of other assets of said estate;

NOW THEREFORE, in consideration of the premises, and for the purpose of assenting to the devise, the said Party of the First Part has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto the said Party of the Second Part, the following described property:

As shown on Exhibit "A" attached hereto and incorporated herein by reference.

This deed is made pursuant to the power of sale in the Last Will and Testament of **Elsie Puckett Harrison a/k/a Elsie P. Harrison** and there has been no prior assent to devise.

TO HAVE AND TO HOLD the said tract or parcel of land with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, in fee simple, in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed or enjoyed by the said **Elsie Puckett Harrison a/k/a Elsie P. Harrison,** deceased, during her lifetime.

This conveyance is made subject to all easements, restrictions and encumbrances appearing of record.

IN WITNESS WHEREOF, the Party of the First Part has executed this instrument and affixed her seal on the day and year first above written.

Stanley Grover Harrison (Seal)
Stanley Grover Harrison, as Executor under the Last Will and Testament of **Elsie Puckett Harrison a/k/a Elsie P. Harrison**

Signed, sealed and delivered in the presence of:

Patsy Tayner
Witness

Notary Public
My Commission Expires:
(NOTARY SEAL)

Jary N. Kilgore Notary Public Gwinnett County, GA Exp. Jan. 15, 2027

EXHIBIT "A"

All that tract or parcel of land lying and being in GMD 1419, Hall County, Georgia, being more particularly described as follows:

BEGINNING at an iron pin at Public Road on land line of Robert Harrison and running 250 feet N.E. along Cemetery Road to an iron pin corner at head of a gulley on line of Robert Harrison and Ruby Puckett; thence S.E. along said gulley, 754 feet to an iron pin corner on branch; thence S.W. 390 feet to an iron pin corner at Public Road; thence N.W. 890 feet along said Public Road to the beginning corner and containing 6.0 acres, more or less and bounded as follows: On north by lands now or formerly of Robert Harrison; on East by lands now or formerly of Ruby Puckett; on South by lands now or formerly of Ruby Puckett; on West by lands now or formerly of Ruby Puckett; and

All that tract or parcel of land lying and being in Friendship GMD, Hall County, Georgia, being Tract I-A, containing 8.0 acres, more or less, according to a plat of survey prepared for Mrs. Ruby Puckett by B. Keith Rochester & Associates, Surveyors, April 18, 1972, recorded in Plat Book 52, Pages 58 & 59, Hall County, Georgia Records, which plat is incorporated herein by reference for a more complete description and being more particularly described as follows:

BEGINNING at a point on the Northeasterly right-of-way of Friendship Road (having an 80 foot right-of-way) at line between Tract I-A and Tract I which point is 435.8 feet Northwesterly along said right-of-way of Friendship Road from property of Ruby Puckett; and running thence in a Northwesterly direction along said right-of-way of Friendship Road a distance of 200.01 feet to an iron pin corner; thence North 39 degrees 43 minutes East a distance of 425 feet to an iron pin corner; thence North 53 degrees 43 minutes West a distance of 792.3 feet to an iron pin corner; thence North 54 degrees 28 minutes East a distance of 32.8 feet to an iron pin corner at a private cemetery; thence South 79 degrees 23 minutes Eat along the center line of a road which borders said private cemetery a distance of 248.6 feet to a point; thence continuing in an Easterly, Northeasterly, Northerly and Northwesterly direction along the center line of said road bordering said private cemetery a distance of 262.71 feet to an iron pin corner; thence North 54 degrees 28 minutes East a distance of 486.5 feet to an iron pin corner; thence South 46 degrees 10 minutes East a distance of 51.7 feet to a point; thence South 2 degrees 32 minutes West along line of Tract I a distance of 1,175.2 feet to a point; thence South 32 degrees 41 minutes West a distance of 200 feet to the point of beginning.

LESS & EXCEPT any property previously conveyed by Elsie Puckett Harrison and/or Grover Cleveland Harrison.

Reference is made to the following Deed Books and Pages: 104/521; 279/74; 348/75; 381/501; 504/342; 718/209; 765/569 and 6855/612; along with the following Plat Books and Pages: 40/153; 52/589; 86/64; 798/BA & BB and 876/173, Hall County Records.

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in GMD 1419, Hall County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, begin at a concrete monument found at the westernmost point of the mitered intersection of the northeasterly right-of-way of Friendship Road (80' R/W) and the northwesterly right-of-way of Maple Valey Drive (50' R/W); THENCE along said right-of-way of Friendship Road along a curve to the right for an arc length of 142.05 feet, having a radius of 1332.00 feet, being subtended by a chord bearing North 53 degrees 17 minutes 48 seconds West, for a distance of 141.99 feet to a point, said point being the TRUE POINT OF BEGINNING;

THENCE continuing along said right-of-way along a curve to the right for an arc length of 443.05 feet, having a radius of 1332.00 feet, being subtended by a chord bearing North 41 degrees 09 minutes 10 seconds West, for a distance of 441.01 feet to a point;

THENCE North 31 degrees 42 minutes 03 seconds West a distance of 116.64 feet to a 1/2" rebar found;

THENCE leaving right-of-way of Friendship Road (80' R/W) North 43 degrees 57 minutes 21 seconds East a distance of 267.47 feet along the property now or formerly known Robertson D. Chadwick to a 1/2" rebar found;

THENCE along the property now or formerly known Robertson D. Chadwick North 41 degrees 31 minutes 53 seconds West a distance of 207.05 feet to a 1/2" rebar found;

THENCE along property now or formerly known Robertson D. Chadwick North 52 degrees 57 minutes 01 seconds West a distance of 254.63 feet to a PK found at asphalt drive;

THENCE North 02 degrees 22 minutes 37 seconds East a distance of 9.71 feet to a point;

THENCE along the property now or formerly known Friendship Community Baptist Church South 70 degrees 51 minutes 12 seconds East a distance of 256.98 feet to a point;

THENCE North 83 degrees 55 minutes 48 seconds East a distance of 40.66 feet to a 1/2" rebar found;

THENCE North 45 degrees 06 minutes 06 seconds East a distance of 41.39 feet to a point;

THENCE along property of now or formerly known Friendship Community Baptist Church North 06 degrees 53 minutes 48 seconds East a distance of 69.69 feet to a point;

THENCE along said property North 16 degrees 05 minutes 12 seconds West a distance of 67.64 feet to a point;

THENCE North 44 degrees 15 minutes 07 seconds West a distance of 75.39 feet to a 1" open top pipe found;

THENCE along the property now or formerly known Cherry L. Pirkle North 55 degrees 38 minutes 53 seconds East a distance of 482.74 feet to a 1/2" crimp top pipe found at rock;

THENCE South 45 degrees 04 minutes 47 seconds East a distance of 51.40 feet to a 5/8" rebar found at 1/2" rebar found;

THENCE along the property now or formerly known Willow Brook Subdivision South 03 degrees 59 minutes 21 seconds West a distance of 1174.76 feet to a point which point;

THENCE South 33 degrees 59 minutes 41 seconds West a distance of 173.13 feet to a point, said point being THE TRUE POINT OF BEGINNING.

The above-described property contains an area of 10.127 acres.

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Thursday, January 4, 2024 10:59 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Cc: Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)
Subject: HCPC Tentative Agenda 2.5.24

Please find Environmental Health comments below:

Item 1, 0/4611/4627 Guth Road, 4561/4613 J. M. Turk, 4590/4601/4610 Stanley, Kappler: The entire development (all pods) must be developed on public sewer or EPD permitted sewage treatment system. No onsite sewage management systems to be permitted by Environmental Health. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 2, 6545 Misty Harbor Court: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process. This plat is currently under review by the Hall County Plat Review Team and Environmental Health contacted the applicant/surveyor on September 20, 2023 concerning requirements to further process the plat for review.

Item 3A/3B, 3675 Jewell Circle, Guhde: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 4, 3310 Friendship Road, Reichwaldt: All proposed structures must meet all residential and/or commercial permitting requirements and required setbacks to existing septic system. Further determination will be made during the permit review process.

Item 5, 2696 Cleveland Hwy, Carrillo: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 6, 17/20/21/24 Spring Street, Petry: No comment. Public sewer.

Item 7, 4899 Browns Bridge Road, Advantage Investment: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 8, 3655 Friendship Road, 3655 Friendship Rd LLC: No comment. Public sewer.

Item 9A/B, 0 Cornelia Hwy, Double E Properties: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed

business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 10, 4141 Old Cornelia Hwy, Lewis Holdings: All proposed improvements must meet all Environmental Health commercial septic system permitting requirements.

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)

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Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Friday, January 5, 2024 9:51 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Subject: RE: Tentative Planning Agenda for February 5, 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.

Comments are below in red.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, December 28, 2023 12:51 PM
Subject: Tentative Planning Agenda for February 5, 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 **Monday, February 5, 2024** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday, January 5th.** Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – January 16, 2024

OLD BUSINESS

1. **0, 4611,4627 Guth Road & 0, 4561, 4613 J M Turk Road & 4590, 4601, 4610 Stanley Road | Rezone |** from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on 117.31± acres located on the east side of J M Turk Road at its intersection with Guth Road | Zoned AR-III; Tax Parcels 15043 000027, 000109, 000128, 000201 & 15044 000035, 000035B, 000043, 000100, 000127 **| Proposed Use: 324 lot residential development |** ** Commission District 1 **| Thompson O'Brien Kappler & Nasuti PC, applicant**

2. **6545 Misty Harbor Court | Use Subject to County Commission Approval** | 17.60.040.H Minor subdivisions | on a 7.41± acre tract on the east side of Misty Harbor Court, approximately 1,000 feet from its intersection with Misty Harbor Lane | Zoned R-I; Tax Parcel 08149 000171 | **Proposed Use: 5-lot subdivision** | ** Commission District 2 | **Yunsoon Kim, applicant**.

NEW BUSINESS

3. **(A) 3675 Jewell Circle | Variance** | 17.240.010. to reduce the front yard setback from 55 feet to 20 feet from centerline of road | on a 0.41± acre tract located at the terminus of Jewell Circle, approximately 827 feet from its intersection with Bert Drive | Zoned V-C, Tax Parcel 10064A000034 | **Proposed Use: Carport** | * Commission District 2 | **David and Lynn Guhde, applicant**
   (B) 3675 Jewell Circle | Variance | 17.240.010. to reduce the right side yard setback from 10 feet to 5 feet | on a 0.41± acre tract located at the terminus of Jewell Circle, approximately 827 feet from its intersection with Bert Drive | Zoned V-C, Tax Parcel 10064A000034 | **Proposed Use: Car Port** | * Commission District 2 | **David and Lynn Guhde, applicant**

4. **3310 Friendship Road | Use Subject to Planning Commission Approval** | on a 3.02± acre tract located on the south side of Friendship Road, approximately 1,347 feet from its intersection with Puckett Road | Zoned AR-III, Tax Parcel 15048 000004 | **Proposed Use: Rural business** | * Commission District 1 | **Steve Reichwaldt, applicant** **Requires GDOT coordination**

5. **2696 Cleveland Highway | Use Subject to County Commission Approval |** on a 0.60± acre tract located on the southeast side of Cleveland Highway at its intersection with Wayman Drive | Zoned S-S (GCOD), Tax Parcel 10138 000058 | **Proposed Use: Used automobile sales and repair** | ** Commission District 3 | **Ramon Carrillo Jr, applicant** **Requires GDOT coordination**

6. **17, 20, 21 & 24 Spring Street | Rezone |** from Residential II (R-II) to Planned Residential Development (PRD) | on a combined 1.08± acre tract on the east side of Spring Street, approximately 290 feet from its intersection with Highland Street | Zoned R-II, Tax Parcel 00063 008022, 23, & 24 | **Proposed Use: 10-Unit residential development** | ** Commission District 4 | **Alex Petry, applicant**

7. **4899 Browns Bridge Road | Rezone** | from Agricultural Residential (AR-III) to Highway Business (H-B) | on a 3.10± acre tract located at the southeast corner of the intersection of Browns Bridge Road and Ponderosa Drive | Zoned AR-III, Tax Parcel 08062 001010B | **Proposed Use: Office/warehouse buildings** | ** Commission District 2 | **Advantage Investment Properties, applicant** **Requires GDOT coordination**

8. **3655 Friendship Road | Rezone** | from Agricultural Residential (AR-III) to Planned Residential Development (PRD) | on a 10.76± acre tract located on the northeast side of Friendship Road, approximately 230 feet from its intersection with Maple Valley Drive | Zoned AR-III, Tax Parcel 15048 000025 | **Proposed Use: 22-lot single-family development** | ** Commission District 1 | **3655 Friendship Rd., LLC, applicant** **Requires GDOT coordination**

9. **(A) 0 Cornelia Highway | Rezone** | from Agricultural Residential IV (AR-IV) and Planned Commercial Development (PCD) to Light Industrial (I-I) | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350**±** feet north of Cornelia Highway | Zoned AR-IV and PCD (GCOD), Tax Parcel 09030 000030 | **Proposed Use: Self-storage facility** | ** Commission District 3 | **Double E Properties, LLC, applicant**
   (B) 0 Cornelia Highway | Variance | 17.420.050.C.2.c. to reduce the required transitional buffer from 50 feet to 25 feet | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350**±** feet north of Cornelia Hwy | Zoned AR-IV and PCD (GCOD), Tax Parcel 09030 000030 | **Proposed Use: Self-storage facility** | ** Commission District 3 | **Double E Properties, LLC, applicant**

10. **4141 Old Cornelia Highway | Amend Conditions of a PRD |** on a 56.42± acre tract located on the north side of Old Cornelia Highway, approximately 636 feet from its intersection with Arthur Miller Road | Zoned PRD, Tax Parcel 15019 000023 **| Proposed Use: Drug and Alcohol Residential Treatment Facility | *** Commission District 3 **| Lewis Holdings, LLC, applicant**

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

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, March 14, 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, March 14, 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.

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

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Srikanth Yamala

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

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development

From: Bill Nash, Director of Public Works and Utilities

Date: January 5, 2023

Subject: February 5, 2024 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the February 5, 2024 meeting. Upon review, we provide the following comments.

OLD BUSINESS

1. **0, 4611,4627 Guth Road & 0, 4561, 4613 J M Turk Road & 4590, 4601, 4610 Stanley Road | Rezone |** from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on 117.31± acres located on the east side of J M Turk Road at its intersection with Guth Road | Zoned AR-III; Tax Parcels 15043 000027, 000109, 000128, 000201 & 15044 000035, 000035B, 000043, 000100, 000127 | **Proposed Use: 324 lot residential development** | ** Commission District 1 **| Thompson O'Brien Kappler & Nasuti PC, applicant**

   a. **Engineering:** No dead end streets
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream
   The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
   b. **Traffic:** A left turn lane and decel lane will be required for the entrance.
   Any required roadway improvements will be the financial responsibility of the developer
   A cul-de-sac should be provided for Guth Road at the proposed end of county maintenance
   c. **Utilities:** No sanitary sewer in area.

2. **6545 Misty Harbor Court | Use Subject to County Commission Approval** | 17.60.040.H Minor subdivisions | on a 7.41± acre tract on the east side of Misty Harbor Court, approximately 1,000 feet from its intersection with Misty Harbor Lane | Zoned R-I; Tax Parcel 08149 000171 | **Proposed Use: 5-lot subdivision** | ** Commission District 2 | **Yunsoon Kim, applicant**.

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.

b. **Traffic:** No Comment
c. **Utilities:** Flowery Branch sewer district

NEW BUSINESS

3. **(A) 3675 Jewell Circle | Variance** | 17.240.010. to reduce the front yard setback from 55 feet to 20 feet from centerline of road | on a 0.41± acre tract located at the terminus of Jewell Circle, approximately 827 feet from its intersection with Bert Drive | Zoned V-C, Tax Parcel 10064A000034 | **Proposed Use: Carport** | * Commission District 2 | **David and Lynn Guhde, applicant**
(B) 3675 Jewell Circle | Variance | 17.240.010. to reduce the right side yard setback from 10 feet to 5 feet | on a 0.41± acre tract located at the terminus of Jewell Circle, approximately 827 feet from its intersection with Bert Drive | Zoned V-C, Tax Parcel 10064A000034 | **Proposed Use: Car Port** | * Commission District 2 | **David and Lynn Guhde, applicant**

   a. **Engineering:** Any work in the public right-of-way will need to be permitted by Hall County Public Works Department.
   b. **Traffic:** No Comment
   c. **Utilities:** No Comment

4. **3310 Friendship Road | Use Subject to Planning Commission Approval** | on a 3.02± acre tract located on the south side of Friendship Road, approximately 1,347 feet from its intersection with Puckett Road | Zoned AR-III, Tax Parcel 15048 000004 | **Proposed Use: Rural business** | * Commission District 1 | **Steve Reichwaldt, applicant**

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
   b. **Traffic:** Charge of use may require GDOT permit for driveway connection.
   c. **Utilities:** Hall County district- No connection within feasible distance.

5. **2696 Cleveland Highway | Use Subject to County Commission Approval |** on a 0.60± acre tract located on the southeast side of Cleveland Highway at its intersection with Wayman Drive | Zoned S-S (GCOD), Tax Parcel 10138 000058 | **Proposed Use: Used automobile sales and repair** | ** Commission District 3 | **Ramon Carrillo Jr, 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. (over 5,000 SF added impervious area)
   b. **Traffic:** Charge of use may require GDOT permit for driveway access.
   c. **Utilities:** Hall County sewer district- No sewer connection within feasible distance.

6. **17, 20, 21 & 24 Spring Street | Rezone |** from Residential II (R-II) to Planned Residential Development (PRD) | on a combined 1.08± acre tract on the east side of Spring Street, approximately 290 feet from its intersection with Highland Street | Zoned R-II, Tax Parcel 00063 008022, 23, & 24 | **Proposed Use: 10-Unit residential development** | ** Commission District 4 | **Alex Petry, applicant**

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
   b. **Traffic:** Parking spaces that require vehicles to back out into the roadway not permitted.
      Driveways will need to meet Hall County Code 12.40.
   c. **Utilities:** City of Gainesville sewer district.

7. **4899 Browns Bridge Road | Rezone** | from Agricultural Residential (AR-III) to Highway Business (H-B) | on a 3.10± acre tract located at the southeast corner of the intersection of Browns Bridge Road and Ponderosa Drive | Zoned AR-III, Tax Parcel 08062 001010B | **Proposed Use: Office/warehouse buildings** | ** Commission District 2 | **Advantage Investment Properties, applicant**

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
   b. **Traffic:** driveway access to Browns Bridge Rd. will need to be permitted through GDOT.
      Ponderosa Drive is a narrow residential roadway, therefore, we recommend that site access be on Browns Bridge Road only and no access be permitted along Ponderosa Drive.
   c. **Utilities:** Hall County/ Gainesville sewer district- No connection within feasible distance.

8. **3655 Friendship Road | Rezone** | from Agricultural Residential (AR-III) to Planned Residential Development (PRD) | on a 10.76± acre tract located on the northeast side of Friendship Road, approximately 230 feet from its intersection with Maple Valley Drive | Zoned AR-III, Tax Parcel 15048 000025 | **Proposed Use: 22-lot single-family development** | ** Commission District 1 | **3655 Friendship Rd., 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
   b. **Traffic:** GODT permit will be required for driveway access to Friendship Road
   c. **Utilities:** Hall County sewer district- Sewer connection within feasible distance (future Friendship Road sewer project)

9. **(A) 0 Cornelia Highway | Rezone** | from Agricultural Residential IV (AR-IV) and Planned Commercial Development (PCD) to Light Industrial (I-I) | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350± feet north of Cornelia Highway | Zoned AR-IV and PCD (GCOD), Tax

Parcel 09030 000030 | **Proposed Use: Self-storage facility** | ** Commission District 3 | **Double E Properties, LLC, applicant**

(B) 0 Cornelia Highway | Variance | 17.420.050.C.2.c. to reduce the required transitional buffer from 50 feet to 25 feet | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350**±** feet north of Cornelia Hwy | Zoned AR-IV and PCD (GCOD), Tax Parcel 09030 000030 | **Proposed Use: Self-storage facility** | ** Commission District 3 | **Double E Properties, LLC, 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
b. **Traffic:** Driveway will need to meet county commercial standards
c. **Utilities:** City of Lula sewer district

10. **4141 Old Cornelia Highway | Amend Conditions of a PRD |** on a 56.42± acre tract located on the north side of Old Cornelia Highway, approximately 636 feet from its intersection with Arthur Miller Road | Zoned PRD, Tax Parcel 15019 000023 | **Proposed Use: Drug and Alcohol Residential Treatment Facility | *** Commission District 3 | Lewis Holdings, LLC, 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
b. **Traffic:** No comment
c. **Utilities:** Hall County sewer district- No connection within feasible distance

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Friday, January 5, 2024 3:27 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning)
Subject: Fire Comment

Monday, February 5, 2024 Hall County Planning Commission Meeting.

1. **3655 Friendship Road | Rezone** | from Agricultural Residential (AR-III) to Planned Residential Development (PRD) | on a 10.76± acre tract located on the northeast side of Friendship Road, approximately 230 feet from its intersection with Maple Valley Drive | Zoned AR-III, Tax Parcel 15048 000025 | **Proposed Use: 22-lot single-family development** | ** Commission District 1 | **3655 Friendship Rd., LLC, applicant**

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

Regards,

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

Anael Dominguez (CDI: Planning)

From: Brittany Passmore (CDI: Planning)
Sent: Tuesday, January 16, 2024 12:41 PM
To: Anael Dominguez (CDI: Planning)
Subject: FW: Application of 3655 Friendship Road | Rezone | Tax Parcel - 15048 000025

From: Fleming Jr, Jimmy <flemingj@vmcmail.com>
Sent: Friday, January 12, 2024 3:00 PM
To: Planning <planning@hallcounty.org>
Cc: Carol Landrum <landrumc@vmcmail.com>; Richard Hall <hallri@vmcmail.com>
Subject: Application of 3655 Friendship Road | Rezone | Tax Parcel - 15048 000025

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 Planning Department,

I am writing on behalf of Vulcan Materials Company which owns property within 500 feet of the applicant. Vulcan is not opposed to the application or the intended use, however, we would appreciate that the record indicates that we operate a rock quarry with associated ancillary uses including an asphalt plant and ready-mixed concrete operation on the site. Our site operates in compliance with all local, state and federal regulations and we pride ourselves in the ability to coexist with other uses in close proximity to our operation.

However, we have often found that residents are surprised by our operation in proximity to their residential use. For this reason, we would recommend that Hall County require potential homeowners to be notified prior to the purchase of a home this close to a heavy industrial use that utilizes blasting as part of its operation.

We would be happy to provide additional information to anyone who may request it.

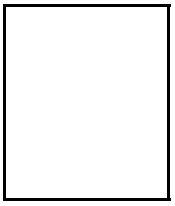
Thank you for your consideration of this request.

Best regards,

Jimmy Fleming

Jimmy Fleming
Vice President of Permitting & External Affairs
Vulcan Materials Company
800 Mt. Vernon Hwy NE, Suite 200
Atlanta, GA 30328

678-938-5227 mobile
flemingj@vmcmail.com



Print

Planning Commission Comments - February 5, 2024 - Submission #89281

Date Submitted: 2/4/2024

Comments completed in the form below will be submitted into the record for the February 5, 2024 meeting of the Hall County Planning Commission.

First Name*

Vickie

Last Name*

Wardell

Address1*

3629 Maple Valley Dr

Address2

City*

Buford

State*

GA

Zip*

30519

Zoning Item for Comment*

8. 3655 Friendship Road

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

I live directly behind the proposed property that is being requested to change to a family development. I don't have a problem with a community but do have grave concerns about the number of homes and development of the land.
Our house will be directly behind the proposed storm management area. I feel that it is too large and concerned about how it will be maintained so that we do not have smells coming from the area.
I also am against the request to change county rules of a 50 ft buffer between communities to a 25 ft buffer. both communities need the space with their idea of a white privacy fence and some trees. It is not creating an environmentally friendly area for deer etc., to graze and move to the brook area in which they use to cross to get to a larger unpopulated area.
Having a community of 22/23 homes means more traffic that will be directly impacting our entrance /exit area of Friendship Rd in which their cars will have to do turn arounds at Maple Valley when coming from 985.
I believe you also need to look at the size of the lots as their is one just 4817 sq ft at the upper end of the court.
Thank you for taking consideration of protecting our interests.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

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

ZONING NOTICE

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

APPLICANT: 3655 FRIENDSHIP RD, LLC

REQUEST:
REZONE FROM AR-III TO PRD FOR A 22-LOT RESIDENTIAL DEVELOPMENT

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: FEB. 05, 2024
Time: 5:15 PM

&

COUNTY COMMISSION
Date: MAR. 14, 2024
Time: 6:00 PM

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

AGENDA ITEM

Planning and Development

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 113/2024

SUBJECT: **0, 4611,4627 Guth Road & 0, 4561, 4613 J M Turk Road & 4590, 4601, 4610 Stanley Road | Rezone |** from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on 117.31± acres located on the east side of J M Turk Road at its intersection with Guth Road | Zoned AR-III; Tax Parcels 15043 000027, 000109, 000128, 000201 & 15044 000035, 000035B, 000043, 000100, 000127 **| Proposed Use: 324-unit residential development |** Commission District 1 **| Thompson O'Brien Kappler & Nasuti PC, applicant.**

Meetings:

Work Session Date: 03/11/24

Voting Meeting Date: 03/14/24

Executive Summary:

Presenter: BG

Recommendation:
Denial.

Purpose of Request:
0, 4611,4627 Guth Road & 0, 4561, 4613 J M Turk Road & 4590, 4601, 4610 Stanley Road | Rezone | from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on 117.31± acres located on the east side of J M Turk Road at its intersection with Guth Road | Zoned AR-III; Tax Parcels 15043 000027, 000109, 000128, 000201 & 15044 000035, 000035B, 000043, 000100, 000127 | **Proposed Use: 324-unit residential development** | Commission District 1 | **Thompson O'Brien Kappler & Nasuti PC, 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
Updated Narrative
Original Narrative
Updated Site Plan
Original Site Plans Combined
Maps
Renderings
Sewer Application
Sewer Route
Revised Traffic Impact Study
Original Traffic Impact Study
Environmental Health Comments
GDOT Comments
Public Works Comments
Tax Assessors Comments
Fire Comments
Community Meeting Report
Public Comments
Notice Sign Photos

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

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

From: Beth Garmon, Assistant Director of Planning & Development

Date: February 26, 2024

Subject: **0, 4611,4627 Guth Road & 0, 4561, 4613 J M Turk Road & 4590, 4601, 4610 Stanley Road | Rezone |** from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on 117.31± acres **| Proposed Use: 324 lot residential development | Thompson O'Brien Kappler & Nasuti PC, applicant**

The request before you is the request of Thompson O'Brien Kappler & Nasuti PC to Rezone from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) to allow a 324 lot residential development. This item is located within Commission District 1.

At their February 5, 2024 meeting, the Hall County Planning Commission voted to recommend denial **(5-0)**.

There were **twenty five (25) comments submitted** in advance of the Planning Commission meeting and **seven (7) people spoke in opposition during the public hearing.**

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

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Thompson O'Brien Kappler & Nasuti PC

Request ..... Rezone from Agricultural Residential III (AR-III, 17.110) to Planned Residential Development (PRD, 17.180.060)

Proposed Use ..... 324-lot residential development

Size ..... 117.31± acres

Zoning ..... Current Agricultural Residential III (AR-III, 17.110) | Proposed Planned Residential Development (PRD, 17.180.060)

Location ..... **0, 4611, 4627 Guth Road & 0, 4561, 4613 J M Turk Road & 4590, 4601, 4610 Stanley Road** | Tax Parcels 15043 000027, 000109, 000128, 000201 & 15044 000035, 000035B, 000043, 000100, and 000127

Commission District ..... One

Planning Commission Date ..... February 5, 2024

Staff Recommendation ..... **Denial** as the proposed use exceeds the maximum density of 2 dwelling units per acre for the 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. Development is approved generally as depicted on the site plan dated January 22, 2024 and as detailed in the project narrative dated January 22. 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. The minimum heated floor area (HFA) shall be 1,800 square feet for single-family detached homes and 1,300 square feet for townhomes.

3. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with brick or stone accents on the front façade of the homes. The balance of the home may be the same materials 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. The development shall have a 50-foot exterior buffer per the requirements of 17.180.060, Planned Residential Development along all exterior boundaries.

5. The recommendations of the most recent traffic study shall be implemented as part of the development process. Such improvements will be the financial responsibility of the developer.

6. The development shall be limited to a maximum of three (3) model homes prior to recording of the final plat.

7. All conditions of zoning shall be made a part of any plats or construction plans 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.C Setbacks
  - Minimum front yard setback from the property line of 25 feet.
    - The applicant has proposed a 20-foot setback for Pods A, B, and C for single-family residences.
    - The applicant has proposed a 10-foot setback for Pod D for multi-family residences.

- 17.180.060(B) Recessed Garage Doors
  - Garage doors shall be oriented towards the street. Garage doors shall be positioned between five and 20 feet behind the front wall plane of the residence, extending no more than 40 percent of the width of the residence.
    - The applicant has submitted renderings that do not appear to comply with this standards.

- 17.180.060(B) Recessed Garage Doors
  - Garage doors shall constitute no more than 50 percent of the width of the individual townhouse unit. A minimum of 20 feet is required between the garage and the back of sidewalk.
    - The applicant is proposing that garage doors shall not exceed 80% of the width of the individual townhouse façade.
- 17.180.060(B) Minimum Lot Area
  - Minimum lot area of 8,000 square feet on sanity sewer.
    - The applicant is proposing a minimum lot area of 5,000 square feet for single-family detached residences.

- 17.180.060(B) Minimum lot width
    - Minimum lot width of 50 feet for a single-family detached residence.
        - The applicant is proposing a 40-foot minimum lot width for single-family detached residences.

11-20-2023 Public Forum:

Bill Doucher, 4789 J M Turk Road, Flowery Branch, spoke in opposition. Concerns were the proximity to subdivision, character, density, water runoff, and townhomes.

Andy Carter, 4430 J M Turk Road, Flowery Branch, spoke in opposition. Concerns were density, sewer connection, traffic, safety, and sewage influx.

Mark Faul, 4567 Stanley Road, Flowery Branch, spoke in opposition. Concerns were mosquitos, wildlife, safety, inconsistency with the comprehensive plan, property value, and land lock.

Jamie Phillips, 4607 J M Turk Road, Flowery Branch, spoke in opposition. Concerns were the entrances, traffic, noise and road widening.

Tommy Channell, 4737 J M Turk Road, Flowery Branch, spoke in opposition. Concerns were sewage connection, septic tanks, and water contamination.

Darlene Long, 4655 Quailwood Drive, Flowery Branch, spoke in opposition. Addressed the 80 signatures signed by her neighborhood in opposition.

Todd Philips, 4526 J M Turk Road, Flowery Branch, spoke in opposition. Concerns were traffic, road widening, and sewage.

2-5-2024 Public Forum:

Janet Myers, 4859 Wildlife Way, Flowery Branch, spoke in opposition. Concerns were long and short term effects like traffic, density, disruption of bridge structures, and inadequate emergency vehicle access.

Bill Doucher, 4789 J M Turk Road, Flowery Branch, spoke in opposition. Concerns were density and inconsistency with the surrounding development.

Peggy Proctor-Matos, 4751 Falling Brooke Drive, Flowery Branch, spoke in opposition. Concerns were location, density, dimensions, storm water management, public safety, schools, and traffic.

Albert Guth, 4589 Guth Road, Flowery Branch, spoke in opposition. Concerns were emergency vehicle access and right of way.

Mark Dunn, 4781 J M Turk Road, Flowery Branch, spoke in opposition. Concerns were surrounding density, sewer system, and safety.

Mark Faul, 4567 Stanley Road, Flowery Branch, spoke in opposition. Concerns were the emergency vehicle entrance, excessive variances requested, inconsistency with the area, devaluing neighboring property, and flooding.

Byron Purvis, 4944 Feather Lane, Flowery Branch, spoke in opposition. Concerns were traffic, density, and development.

Summary Analysis

The applicant is requesting to rezone a combined 117.31± acres of Agricultural Residential (AR-III, 17.110) zoned property to Planned Residential Development (PRD, 17.180.060) for the purpose of constructing a 324-unit residential development. The total density of the development will be 2.80 units per acre, containing a total of 197 detached homes and 127 attached townhomes. An existing residence (4621 Stanley Road, tax parcel 15044 000035D) located on Stanley Road will remain, with shared access through the proposed development. This parcel is not included with the rezoning request.

Per the applicant's letter of intent, and represented in the submitted zoning site plan, the development will be constructed in a series of four pods. Pods A, B, and C will be developed with detached single-family residences with Pod D developed with attached single-family residences (townhomes). Per the letter of intent, each unit "…will have garage and driveway space and will be constructed with a variety of high-end materials consisting of variations of brick, stone, and cement sidings."

Pod A will feature 13 estate-style lots, with each consisting of a minimum of 21,780 square feet (equivalent to half an acre) and a minimum heated floor area of 1,800 square feet. Pods B and C will consist of a total 184 detached single-family homes, with a proposed minimum lot size of 5,000 square feet and a minimum heated floor area of 1,800 square feet. Specifically, Pod B will contain 52 front-entry and 13 rear-entry homes, while all Pod C homes will be front-entry. Lots with front entry garages will be a minimum of 50 feet in width with rear-entry residences having a lot width of 40 feet. Pod D will be exclusively townhomes, with 86 of the units being rear-entry and 41 front-entry. The front-entry units will be 24 feet wide with the rear-entry being 22 feet in width and the minimum townhome size will be 1,300 square feet. As stated previously, overall density for the development is 2.8 dwelling units per acre. The density for the detached single-family residential portion of the development is 1.99 dwelling units per acre while the attached single-family residences are proposed at a density of 8.25 units per acre.

The development will include a minimum of 30% of open space, which will include streams and associated buffers, replanted buffers, pocket/linear parks, and an amenity area. The main amenity site will serve both the single-family attached and detached pods, and is located within Pod C. The site includes the mail kiosk, playing fields, and a pool and clubhouse with adjacent parking. The development will include 5-foot-wide sidewalks on both sides of the street, ensuring pedestrian connectivity within the development.

Access to the subdivision will be provided by reconfiguring where Stanley Road currently intersects with JM Turk Road. Guth Road will be improved and utilized as a gated emergency-only entrance with a cul-de-sac between lots 142 and 142. Pods A, B and C will be served by public streets with 50-foot rights-of-way. The townhomes in Pod D will be served by a series of private streets and alleyways, with one primary entrance connecting to a public street within the new development. The zoning plan notes that the applicant may

choose to place gates at the development entrance, and therefore privatize all proposed streets. The concept plan shows that two existing residences will remain as outparcels within the development, although the site plan proposes a new driveway for access to the homes off of the reconfigured Stanley Road (parcel 15044 000035D and 15044 000034.

A traffic impact study was conducted by Marc R. Acampora Traffic Engineering in May of 2023. The study, which was based on a proposed 216 detached single-family homes and 125 attached townhomes for a total of 341 homes, was slightly higher than what was submitted for the rezoning request. The study found the proposed subdivision will generate 209 trips in the morning peak hour, 276 trips in the evening peak hour, and 2,952 daily trips. The report found that the three studied intersections will continue to operate acceptably when the proposed development is complete. As a result, no off-site mitigation is identified for the future build condition as a result of the proposed subdivision. The study confirms the need for a northbound right turn lane and a southbound left turn lane on JM Turk Road at the proposed project entrance. The applicant has notified staff that a new traffic impact study has been commissioned and the results are expected within the next month.

The 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**				
		Overall	**Pod A (single-family detached)**	**Pod B (single-family detached)**	**Pod C (single-family detached)**	**Pod D (single-family attached)**
Site Area	5 acre minimum	117.31± acres (GIS calculated)	21.4 acres	24.4 acres	53.0 acres	15.3 acres
Number of Units	–	324 units	Total – 13	Front Entry – 52 Rear Entry – 13 Total – 65	Front Entry – 119	Front Entry – 41 Rear Entry – 86 Total – 127
Density (dwelling units per acre)	2 du/a	2.80 du/a*	0.60 du/a	2.66 du/a*	2.24 du/a*	8.25 du/a*
Min. Lot Area	8,000 square feet	–	21,780 sq. ft.	5,000 sq. ft.*	5,000 sq. ft.*	650,000 sq. ft. (35,000 + (5,000 sf/unit x 123)
Min. Lot/Unit Width	50 feet	–	50 feet	40 feet* (Front Entry – 50 feet Rear Entry – 40 feet)	50 feet	Front Entry – 24 ft. Rear Entry – 22 ft.
Front Yard Setback	25 feet	–	20 feet*	20 feet*	20 feet*	10 feet*
Front Side Yard Setback (corner lot)	DSF - 25 feet	–	10 feet*	10 feet*	10 feet*	10 feet*
Side Yard Setback	5 feet	–	5 feet	5 feet	5 feet	–

Rear Yard Setback	20 feet	–	20 feet	20 feet	20 feet	–
Building Separation	–	–	10 feet (foundation to foundation)	10 feet (foundation to foundation)	10 feet (foundation to foundation)	20 feet (side) 40 feet (rear)
Max. Building Height	–	40 feet	–	–	–	–
Exterior Buffer	50 feet	50 feet	–	–	–	–
Min. Open Space	30%	30% (34.23 acres)	–	–	–	–
Parking	2 spaces for each dwelling unit (17.250.020)	2 spaces per each dwelling unit	–	–	–	–
Min. Heated Floor Space	–	–	1,800 sq. ft.	1,800 sq. ft.	1,800 sq. ft.	1,300 sq. ft.
Garage – % of front façade	55% when recessed a minimum of 20 feet behind front wall plan of residence	–	–	–	–	80%* (Front Entry)
*These figures do not meet the standards of 17.180.060.						

Note: The open space calculation of 34.23 acres is based off the total acreage of 115.6 acres, which deviates from the advertised acreage of 117.31 acres. The site acreage will need to be confirmed to ensure that there is a minimum of 30% of open space, as required by the PRD requirements, (17.180.060).

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. Although the proposed use is consistent with the "Residential" designation in general, the Residential designation envisions a maximum density of 2 dwelling unit per acre, similar to the maximum density requirement within a Planned Residential Development (PRD, 17.180.060). The development has proposed a density of 2.80 du/acre, exceeding the recommended maximum. The Residential land use category is characterized by moderate-density residential development and neighborhoods. The intent of this land use category is to preserve established neighborhoods and create new residential development consistent to surrounding suburban densities, which range from low to moderate. Future development will continue to be detached, single family homes at moderate densities.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the following items must be considered by the Planning Commission and the Hall County Commission pursuant to 17.380.060:

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; **The zoning proposal may be suitable given the context of the surrounding area, though the proposed development is more dense than the surrounding developments with an overall density of 2.80 du/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. A traffic study found that the three studied intersections will continue to operate acceptably when the proposed development is complete. As a result, no off-site mitigation is identified for the future build condition as a result of the proposed subdivision. The study confirms the requirement for a northbound right turn lane and a southbound left turn lane on JM Turk Road at the proposed project entrance. Another traffic study has been commissioned by the applicant, but the results are not yet available for review.**

3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. The properties appear to have reasonable economic use as currently zoned. **The property appears to have reasonable economic use as currently zoned.**

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; **A traffic study found that the three study intersections will continue to operate acceptably when the proposed development is complete. As a result, no off-site mitigation is identified for the future build condition as a result of the proposed subdivision. The study does confirm the need for a northbound right turn lane and a southbound left turn lane are required on JM Turk Road at the proposed project entrance. Water service to be provided by the City of Gainesville has been confirmed by a letter dated September 28, 2023 from Nick Swafford, Permitting Services Manager with Gainesville Department of Water Resources.**

5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **Although consistent with the "Residential" land use designation, the proposed use is not consistent with the Comprehensive Plan recommended maximum density of two dwelling units per acre. The proposed development is proposing a density of 2.80 dwelling units per acre.**

6. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **Hall County property tax records show the properties are a mixture of vacant and developed parcels, which include a number of residential structures and accessory building that will be removed during the development of the project.**

10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions that affect the use and development of the property.**

11. Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning is a Planned Residential Development (PRD, 17.180.080). Per the Official Code of Hall**

County, Planned Development Districts (17.180) are to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment. That being said, the proposed density is higher than that found on surrounding properties.

12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The proposed density is higher than that found on immediately surrounding properties; however, the use does not appear to be out of scale with the needs of the county as a whole, as there is a need for additional and varied housing types.**

14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are no other properties within the county that are currently zoned to support the type of mixed-use development being proposed without requiring zoning action.**

15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **The request could not be handled alternatively as a variance.**

16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process and as a result are subject to local, state, and federal regulations. As a result, there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**

17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

A Planned Residential Development (PRD, 17.180.080) allows for more flexibility in the design and development of the property. This provides for a mixture of housing types and encourages maximum use of natural features through proper site planning measures. The development should conform to the existing character and development pattern of the surrounding area.

17.380.050. - Submission requirements for a rezoning request

A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **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 provides a narrative outlining the intent of the development however, the applicant has not prepared a response to each of the criteria listed in 17.380.060.C.

2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district**. Proposal meets the requirement. The applicant has provided a site plan and included the necessary information to properly assess the development.**

C. For any application for a slow rate land treatment system (see chapter 17.20), the following additional requirements apply. **The proposed development will utilize public sewer and water; as such, this is not applicable.**

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. **Proposal does meet the requirement. The traffic study found that the three study intersections will continue to operate acceptably when the proposed development is complete. As a result, no off-site mitigation is identified for the future build condition as a result of the proposed subdivision. The study does confirm the requirement for a northbound right turn lane and a southbound left turn lane on JM Turk Road at the proposed project entrance.**

Development Support and Constraints – Departmental / Agency Comments

Hall County Environmental Health

In an email dated January 4, 2024, Emily McGahee stated "The entire development (all pods) must be developed on public sewer or EPD permitted sewage treatment system. No onsite sewage management systems to be permitted by Environmental Health. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled"

Hall County Fire Marshal

In an email dated August 31, 2023, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated the following:

Hall County Fire Marshal's comments: Current concept plan will need to be modified to meet the below fire code requirements.

International Fire Code 503.1.1 Buildings and facilities. 2018 Edition

Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply

with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the *exterior walls* of the first story of the building as measured by an *approved* route around the exterior of the building or facility. This code requirement applies to the townhome buildings.

Appendix D 107.1, as follows:
Developments of one- or two-family dwellings where the number of dwelling units exceeds 120 shall be provided with two separate and approved fire apparatus access roads.

Exceptions:

1. Where there are more than 120 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, access from two directions shall not be required.

2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.

Appendix D 107.2, as follows:
Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

Hall County Public Works and Utilities
In a memorandum from Public Works and Utilities dated January 5, 2024, Bill Nash, Director, stated the following:

Engineering:
No dead end streets.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Traffic:
A left turn lane and decel lane will be required for the entrance.
Any required roadway improvements will be the financial responsibility of the developer
A cul-de-sac should be provided for Guth Road at the proposed end of county maintenance

Utilities:
No sanitary sewer in area.

Hall County Tax Assessor
In an email dated August 24, 2023, Nicole Griffin, Appraisal Systems Coordinator, provided the following comment:

15043 000027- CUVA- starting 2022
15043 000128- CUVA starting 2022
15044 000035- CUVA starting in 2019

The re-zoning application itself would not cause a breach but if the property is sold or developed with the proposed 324 lot residential development after the re-zoning then the conservation covenant could/would be breached and result in a penalty on each parcel.

Georgia Department of Transportation
In an email dated August 25, 2023, Veronica Chavers, D1TO Civil Engineer 3, did not indicate that GDOT coordination would be required for the request.

- **Excerpts from the minutes of the November 20, 2023 meeting**

Applicant's Presentation:

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

William Diehl, 1105 West Peachtree Street, Atlanta, presented the request. The applicant described the open space within the development, as well as the intention to connect to county sewer, and the different styles of the homes to be constructed throughout the development including estate, traditional, and townhomes.

Rebuttal

The applicant stated that the development will be consistent with the suburban developments that are in the area including Sterling on the Lake and Royal Lakes. The applicant stated that they will comply with water runoff regulations in place. The applicant explained that the sewer line will connect from J M Turk Road through an easement.

Public Forum:

Bill Doucher, 4789 J M Turk Road, Flowery Branch, spoke in opposition. Concerns were the proximity to subdivision, character, density, water runoff, and townhomes.

Andy Carter, 4430 J M Turk Road, Flowery Branch, spoke in opposition. Concerns were density, sewer connection, traffic, safety, and sewage influx.

Mark Faul, 4567 Stanley Road, Flowery Branch, spoke in opposition. Concerns were mosquitos, wildlife, safety, inconsistency with the comprehensive plan, property value, and land lock.

Jamie Phillips, 4607 J M Turk Road, Flowery Branch, spoke in opposition. Concerns were the entrances, traffic, noise and road widening.

Tommy Channell, 4737 J M Turk Road, Flowery Branch, spoke in opposition. Concerns were sewage connection, septic tanks, and water contamination.

Darlene Long, 4655 Quailwood Drive, Flowery Branch, spoke in opposition. Addressed the 80 signatures signed by her neighborhood in opposition.

Todd Philips, 4526 J M Turk Road, Flowery Branch, spoke in opposition. Concerns were traffic, road widening, and sewage.

Planning Commission Comments:

Mr. Hunt questioned whose property the sewer line would go through to reach J M Turk Road. The applicant stated that there is still no agreement to an easement but there are other ways to get to J M Turk Road. Mr. Braswell stated that there has been a lack of response to Planning staff by the applicants. Mr. Braswell stated that the site plan suggests land-locking property which cannot be done. Mr. Sosebee recommended that the applicant meet with the nearby communities and address their concerns. Mr. Hunt stated his concern with the site plan only having one entrance and not meeting County or Fire Code. Mr. Braswell stated that the Hall County code requires that more than one vehicular entrance needs to be provided when there is a development greater than 150 lots. Ms. Pilcher stated that the elevations presented are not consistent with the neighboring communities as stated earlier. Mr. Hunt stated that the applicant needs to show county access to all detention ponds on the site plan. Mr. Varner stated that there needs to be a better traffic study. Ms. Pilcher stated that this proposal will create an impact on the school system. Mr. Braswell stated the applicant also needs to meet traffic engineer requirements for a decel lane.

Motion: ***A motion to table to February 5, 2024 was made by Mr. Sosebee and seconded by Ms. Pilcher. Vote: 5-0***

- **Excerpts from the minutes of the February 5, 2024 meeting**

Applicant's Presentation:

Beth Garmon, Planning and Zoning Administrator, presented a summary of the request.

William Diehl, 1105 West Peachtree Street, Atlanta, presented the request. The applicant stated that surrounding development is similar to this proposal providing consistency with increased density in the area. The applicant stated that there will be two entrances to the development but one will be for emergency vehicles only and residents would use the entrance at Stanley Road. The applicant stated that the lots backing up to the stream buffers have been removed and will be incorporated as green space.

Rebuttal

The applicant stated that the detention pond will help alleviate the existing storm water conditions. The applicant stated that the density is consistent with the development in the county with the growing population. The applicant stated that the variances requested will help shape the development. The applicant stated that obtaining sewer for the development requires the requested density.

Public Forum:

Janet Myers, 4859 Wildlife Way, Flowery Branch, spoke in opposition. Concerns were long and short term effects like traffic, density, disruption of bridge structures, and inadequate emergency vehicle access.

Bill Doucher, 4789 J M Turk Road, Flowery Branch, spoke in opposition. Concerns were density and inconsistency with the surrounding development.

Peggy Proctor-Matos, 4751 Falling Brooke Drive, Flowery Branch, spoke in opposition. Concerns were location, density, dimensions, storm water management, public safety, schools, and traffic.

Albert Guth, 4589 Guth Road, Flowery Branch, spoke in opposition. Concerns were emergency vehicle access and right of way.

Mark Dunn, 4781 J M Turk Road, Flowery Branch, spoke in opposition. Concerns were surrounding density, sewer system, and safety.

Mark Faul, 4567 Stanley Road, Flowery Branch, spoke in opposition. Concerns were the emergency vehicle entrance, excessive variances requested, inconsistency with the area, devaluing neighboring property, and flooding.

Byron Purvis, 4944 Feather Lane, Flowery Branch, spoke in opposition. Concerns were traffic, density, and development.

Planning Commission Comments:

Mr. Sosebee questioned if the applicant met with the community. The applicant stated that they did and they discussed increasing the landscape buffers with evergreen planting, conducting an updated traffic study, elevations, and quality. Mr. Hunt requested the percentage of brick on homes. The applicant stated that it would be brick up to the first floor and above it will be cement fiber for the front façade. The applicant went over the variances being requested: 1. Section 17.180.060 B.7.—Allow for the development of the property with only one access point to the development, while also conditioning the variance or development on the installation of an emergency-access; 2. Section 17.180.060 B.2.a.—Reduce minimum lot area of single-family detached residences to 5,000 square feet from 8,000 square feet; 3. Section 10.180.060 B.2.b.—Reduce minimum lot width of single-family detached residences to 40 feet from 50 feet; 4. Chapter 10.180.060 B.2.c.i.—Reduce minimum front yard setback to 20 feet for single family detached residences from 25 feet; 5. Chapter 10.180.060 B.9.c.ii.—Increase width of garage door to 80% of the width of the individual townhouse units from 50%; 6. Allow eyebrow cul-de-sacs to be utilized 7. Allow dead-end streets within townhome portion of development (as permitted by fire code), to be conditioned on the property being developed with hammerhead turnarounds. Ms. Pilcher stated that the developments the applicant referred to as similar to this proposal are not relevant because they are off state highways. Mr. Varner questioned if the applicant researched the proposed development's effect on the school system. The applicant stated that the two elementary schools designated to the area still have capacity available. Mr. Sosebee stated his concerns were density, emergency entrance access, storm water management, and traffic.

Motion: ***A motion to deny was made by Mr. Sosebee 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
P 770.531.6809 | F 770.531.3902

HALL COUNTY
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ZONING APPLICATION

Applicant (Name & Mailing Address)

Thompson, O'Brien, Kappler & Nasuti, PC
2 Sun Court, Suite 400
Peachtree Corners, GA 3009
Phone 770 925-0111
Email Address wdiehl@tokn.com

Property Owner (Name & Mailing Address)

See attached "property owner list".
Phone —
Email Address —

Proposed Use Single family Residential Subdivision

Contact Person (Name & Mailing Address)

Thompson O'Brien Kappler & Nasuti, P.C.
Att: William J. Diehl 2 Sun Court, Suite 400 Peachtree Corners Georgia 30092
Phone 770-925-0111
Email Address wdiehl@tokn.com

Status of Applicant

Owner
Option to Purchase
Area Resident
Other

Requested Action

Existing Zoning: AR-111
Rezone to: PRD
Fee:$
Receipt #:
Check #:

Tax Parcel Number 15043 000027, 000109, 128, 201 15044 000035, 358, 43, 000100, 127 Acreage
Location Address 0, 4611, 4627 Guth Road & 0, 4561, 4613 JM Turk Rd & 4590, 4601, 4610 Stanley Rd.

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

Sign _____ Date: 8/17/23

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 Distnct _____

Revised December 2019

PLANNING AND DEVELOPMENT DEPARTMENT
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t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
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AUTHORIZATION OF PROPERTY OWNERS

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

Name of owner(s) Roger & Cathy Little

Address 4627 Guth Road
Flowery Branch GA 30542

Phone Number 770-654-9307

Name of applicant(s) Thompson O'Brien Kappler & Nasuti, PC

Address 2 Sun Court, Suite 400, Peachtree Corners, GA 30092

Phone Number (770) 925 - 0111

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) Cathy Little Roger Little

Personally appeared before me

Rebecca Foote

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Rebecca Foote
Notary Public

6-29-23
Date

REBECCA FOOTE
NOTARY PUBLIC
HALL COUNTY, GEORGIA
MY COMMISSION EXPIRES
JANUARY 08, 2027

Revised December 2019

PLANNING AND DEVELOPMENT DEPARTMENT
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t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Travis Lee Little

Address 4611 Guth Road
Flowery Branch, GA 30542

Phone Number 678-865-6181

Name of applicant(s) Thompson O'Brien Kappler & Nasuti, PC

Address 2 Sun Court, Suite 400, Peachtree Corners, GA 30092

Phone Number (770) 925 - 0111

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)
TLL

Personally appeared before me
Travis Lee Little

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Stephany L. Cantrell
Notary Public

STEPHANY L. CANTRELL NOTARY PUBLIC BARROW COUNTY MY COMM. EXPIRES May. 9th, 2025

6/30/23
Date

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902

HALL COUNTY
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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Randy JONES TAMMY JONES

Address 204 Beechnut AVE
South Mills N.C 27976

Phone Number 252 619 1627

Name of applicant(s) Thompson O'Brien Kappler & Nasuti, PC

Address 2 Sun Court, Suite 400, Peachtree Corners, GA 30092

Phone Number (770) 925 - 0111

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)

Personally appeared before me

Jennifer L. Prayer-Pendleton

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public Exp. 1.08.27

JENNIFER L PRAYER-PENDLETON NOTARY PUBLIC CAMDEN COUNTY, NC

7.3.23
Date

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Buddy Stanley

Address 4561 JM Turk Rd
Flowery Branch, Ga

Phone Number 678-878-6596

Name of applicant(s) Thompson O'Brien Kappler & Nasuti, PC

Address 2 Sun Court, Suite 400, Peachtree Corners, GA 30092

Phone Number (770) 925 - 0111

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)

Personally appeared before me
Buddy Allen Stanley

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public

10/30/2023
Date

OFFICIAL SEAL
LAURA MOORE STUMPFF
NOTARY PUBLIC - GEORGIA
JACKSON COUNTY
My Commission Expires Feb. 22, 2026

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
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HALL COUNTY
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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Gloria Stanley

Address 4590 Stanley Road
Flowery Branch, GA 30542

Phone Number 678 - 316 - 5338

Name of applicant(s) Thompson O'Brien Kappler & Nasuti, PC

Address 2 Sun Court, Suite 400, Peachtree Corners, GA 30092

Phone Number (770) 925 - 0111

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)
Gloria Stanley

Personally appeared before me
Shelby Hope

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Shelby Hope
Notary Public

July 3, 2023
Date

SHELBY HOPE NOTARY PUBLIC COMMISSION EXPIRES MARCH 22, 2027 HALL COUNTY, GEORGIA

Revised December 2019

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
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HALL COUNTY
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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have**____ 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: Roger L. Little **Date:** 7/1/2023

Applicant's/Owner's Name (Printed): Roger Little

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA. 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

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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Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Cathy Little **Date:** 7/1/2023

Applicant's/Owner's Name (Printed): CATHY LITTLE

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
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Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 6-30-2023

Applicant's/Owner's Name (Printed): Travis Little

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: Randy Jones **Date:** 9-4-2023

Applicant's/Owner's Name (Printed): RANDY JONES

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
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Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 6/30/2023

Applicant's/Owner's Name (Printed): _____

TOKN | THOMPSON O'BRIEN

Thompson, O'Brien, Kappler & Nasuti, P.C.
Attorneys at Law

January 22, 2024

To the Planning Department of Hall County
Hall County Government Center
2875 Browns Bridge Road
Gainesville, Georgia 30504

RE: Rezoning and Concurrent Variance Requests for 0, 4611, 4627 Guth Road, 0, 4561, 4613 J M Turk Road, & 4590, 4601, 4610 Stanley Road

Please allow this letter of intent to supplement and amend the previous letter of intent provided in connection with the above application. After the Planning Commission meeting on November 20, 2023, the developer and applicant have worked to address concerns raised in the public hearing. Those concerns are addressed in this amended letter of intent as follows:

I. Secondary Entrance

The PRD standards in the Hall County Zoning Ordinance (the "Ordinance") require that all PRD developments over 150 units provide at least two vehicular entrances connecting to a county-maintained road. Hall County Code 17.180.060(B)(7). After extensive discussions with County staff, it was determined that, rather than developing Guth Road as a full secondary entrance, Guth Road was better left as an emergency access road with an emergency-access gate (knox box controlled). This will allow for emergency vehicle access, as intended by the Ordinance, while also addressing the Guth Road development concerns raised by the County's traffic engineer.

Although the two-entrance provision is a requirement of the PRD section, many other developments in the County with greater than 150 units have been constructed with less than two entrances. Those include, the surrounding neighborhoods of Quailwood and Grandview, which do not have the emergency-access accommodations that this project proposes. The development team believes the emergency-access gate meets the intent of the Ordinance and is consistent with the existing development of surrounding neighborhoods.

II. Sewer Connectivity

This project envisions the expansion of sanitary sewer connectivity from the proposed development to connections into a Hall County sewer on Union Church Road, which will require a forcemain extending from the Development to the discharge collection system. All homes within the development will be connected to sewer. The sewer line is now proposed to exit the development from Stanley Road, where it will connect to right of way along JM Turk Road. This route was selected over the route presented to the Planning Commission showing sewer connection from a small tangent of the subject property connecting it to JM Turk Road.

The development cost, which is substantial, will be borne by the developer with the sewer lines, of course, dedicated to the County.

III. Stanley Road and Connectivity to Adjoining Parcels

The site plan presented to the Planning Commission previously did not show an access easement to be dedicated to surrounding property owners. That was in error. Considering the issues presented to the Planning Commission and those raised at community meetings, the plan was revised to show the original path of Stanley Road, except where improved at its intersection with JM Turk Road. Accordingly, the adjoining property owner's access will not be moved from their current location, although the neighboring property owners will benefit from the improvement of JM Turk Road.

IV. Access to Detention Ponds

The site plan was revised to more clearly show access to all detention ponds and the proposed lift station.

V. Traffic Study

At the Planning Commission Meeting and at both community meetings held, there were concerns expressed about the traffic study that was performed. A new traffic study has been commissioned. The study's findings will be available before the Board of Commissioners. The study will be performed according to industry standards and will assess traffic patterns at the main entrance of the development, at the intersection of Stanley Road and JM Turk Road.

VI. Community Feedback

Members of the community were invited to two community meetings held in December. A few concerns were raised about the development's impact on Quailwood, the neighborhood to the northeast of the Property. To alleviate concerns with sight-lines between the development and surrounding properties, the developer is willing to proffer conditions that it will ensure sufficient evergreen planting along the boundaries with Quailwood to provide additional screening.

In response to concerns about the design features of the homes in the development, the developer is willing to proffer conditions that the buildings will be constructed with cementitious fiber siding and/or brick used in the facades of the home. Furthermore, the development team will update the results of its traffic study, including performing a new traffic count.

V. All Lots are Developable

At the public hearing, the Planning Commission requested that the site plan show that certain lots with large percentages of appliable stream buffers were developable. The site plan has been revised to show that the lots are developable. The rendering shows the following:

The lots will include the impervious and undisturbed buffers, however, the buildings will not infringe on those buffers. The buffer restrictions can be enforced by both the County and, likely, by the covenants and restrictions which will limit the development of structures in the residents' backyards without County and homeowner's association approval.

VII. Variance Requests

The following variance requests are being made to the PRD requirements in the Hall County Code:

1. Section 17.180.060 B.7.—Allow for the development of the property with only one access point to the development, while also conditioning the variance or development on the installation of an emergency-access
2. Section 17.180.060 B.2.a.—Reduce minimum lot area of single-family detached residences to 5,000 sq. ft. from 8,000 sq. ft.
3. Section 10.180.060 B.2.b.—Reduce minimum lot width of single-family detached residences to 40 from 50' sq. ft.
4. Chapter 10.180.060 B.2.c.i.—Reduce minimum front yard setback to 20 feet for single family detached residences from 25 feet.
5. Chapter 10.180.060 B.9.c.ii.—Increase width of garage door front door to 80% of the width of the individual townhouse units from 50%.
6. Allow eyebrow cul-de-sacs to be utilized
7. Allow dead-end streets within townhome potion of development (as permitted by fire code), to be conditioned on the property being developed with hammerhead turnarounds.

PRESERVATION OF CONSTITUTIONAL RIGHTS AND OBJECTIONS

As agent for the owner of the property, the Applicant respectfully submits that the current zoning classification of and rules relative to the intended use of the Property as established in the Hall County's Zoning Ordinance, to the extent they prohibit this use, are unconstitutional, and constitute an arbitrary, irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights of the Applicant guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia. Further, the failure to allow this use

would constitute a taking of the owner's private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia.

Further, the Applicant respectfully submits that the County's failure to approve the requested Rezoning would be unconstitutional and would discriminate in an arbitrary, capricious, and unreasonable manner between the Property Owner and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States. A refusal to allow the development in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted.

The practical effect of a denial of the Rezoning will be to drive up the cost of housing which will have the effect of discriminating on the basis of age and/or race in violation of the Fair Housing Act of the United States and Georgia. Opponents to this request, if any, lack standing; have failed to exhaust administrative remedies; and have waived their rights to appeal by failing to assert legal and constitutional objections.

Very truly yours,

THOMPSON, O'BRIEN, KAPPLER & NASUTI, P.C.

Jeffrey A. Reynolds
jreynolds@tokn.com

SMITH GAMBRELL & RUSSELL

William J. Diehl
wdiehl@sgrlaw.com

ALLIANCE
ENGINEERING + PLANNING + LAND SURVEYING
LANDSCAPE ARCHITECTURE
AN LJA COMPANY

4525 South Lee Street, Buford, Georgia 30518
t 770.225.4730 Allianceco.com LJA.com

Applicant's Letter of Intent
PRD – 324 Units
Parcels:(15043 000027, 000109, 000128, 15044 000035G, 000127, 000035, 000043, 000035B, 000100)

The Applicant requests to rezone an assemblage of nine parcels totaling approximately 114 acres on J M Turk Road to develop a residential community. The site sits between the Grandview Estates subdivision on JM Turk Road, the Quailwood subdivision on Martin Road, and a PRD-zoned subdivision to the east on Union Church Road. To develop the site as proposed, the applicant requests to rezone the subject site from AR-II to PRD.

As planned, the development will include a maximum of 324 units that will be divided into four separate PODs. Throughout, the development will feature a variety of unique lot sizes and housing types including single-family detached homes and attached townhomes. Site access will be provided where Stanley Road currently abuts JM Turk Road. Once the new Stanley Road is constructed and dedicated to Hall County as a public right of way, then the old Stanley Road will be abandoned. An existing residence that is located on Stanley Road will remain, with shared access through the proposed development. The developer shall bring Guth road up to standards sufficient for to provide the necessary fire and emergency services as written in the Hall County ordinance. POD A will include a total of 13 single-family detached homes on large lots, which range from at least 21,000 square feet to over an acre in size. The estate lot homes will range between 2,800 square feet to 4,000 square feet. PODs B and C will include a total of 187 single-family detached homes. 174 will be 50-feet wide front entry lots, and 13 will be 40-feet wide rear entry lots. The 50-feet wide lots will have homes ranging from 1,800 square feet to 3,300 square feet. POD D will include 124 townhomes, 38 of which are to be front entry and 86 will be rear entry. The front entry units will be 24-feet wide, and the rear entry will be 22-feet wide. Townhomes will range from 1,300 square feet to 2,100 square feet. Each unit will have garage and driveway space and will be constructed with a variety of high-end materials consisting of variations of brick, stone, and cement sidings. As illustrated on the plan, the development will include abundant open space. Included in the open space are streams and accompanying buffers, replanted buffers, pocket/linear parks, and the amenity area. Although the site will have sufficient parking and vehicular circulation, the development will also include five-feet-wide sidewalks on both sides of the internal streets, providing safe and efficient walkability for residents to access various parts of the community, including the amenities. Other site improvements will include parking adjacent to the main amenity area, and site access improvements to be determined by the department of transportation. The site is within the residential character area of the Hall County comprehensive plan. The planned development will meet the intent of the character, which encourages moderate density residential uses (around 2 units per acre) with large swaths of open space. As proposed, the subdivision will have a density of 2.8 units per acre and will incorporate approximately 34.7 acres of open space. Further, the site is off the highly desirable 985 corridor, which has produced similar density residential development in proximity of the subject site. In addition to the rezoning request, the Applicant requests variances to allow "eyebrow" cul-de-sacs throughout the single-family detached portion of the development and allow dead-end streets within the townhouse portion of the development, as shown on the submitted site plan.

The Applicant looks forward to meeting with staff and the community to answer all questions or concerns and is excited to be able to provide exceptional housing in a highly desirable area of Hall County.

Based upon the above reasons, the applicant feels that this is a reasonable request and that action contradictory to the zoning request will constitute a taking of property in violation of the Just Compensation Clause of the Fifth Amendment and the Due Process Clause of the Fourteenth Amendment

to the Constitution of the United States, and Article 1, Section 3, Paragraph 1 of the Constitution of Georgia, denying the owner viable use of its land.

DEVELOPMENT STANDARDS - PODS A, B, AND C SINGLE-FAMILY RESIDENCES	
MAX DENSITY	2 UNITS/ AC
MINIMUM LOT SIZE	
POD A	21,780 SF
PODS B AND C	5,000 SF
MINIMUM LOT WIDTH	
POD A	50'
PODS B AND C	40'
BUILDING SETBACKS	
FRONT	20'
REAR	20'
SIDE	5'
SIDE CORNER	10'
MINIMUM BLDG SEPARATION	10'
MAXIMUM BUILDING HEIGHT	40'
MAXIMUM BLDG COVERAGE	80%
MIN HEATED FLOOR AREA	1,800 SF

DEVELOPMENT STANDARDS - POD D MULTI-FAMILY RESIDENCES	
NUMBER OF UNITS	127
MINIMUM LOT SIZE	665,000 SF (15.27 AC)
35,000 + (5,000 SF/ UNIT X 126)	
BUILDING SETBACKS	
FRONT	10'
REAR	0' (40' BETWEEN BUILDINGS)
SIDE	0' (20' BETWEEN BUILDINGS)
SIDE CORNER	10'
MAXIMUM BUILDING HEIGHT	40'
MAXIMUM BLDG COVERAGE	80%
MIN HEATED FLOOR AREA	1,300 SF
OWNER PARKING CALCULATIONS	
GARAGE (2 PER UNIT)	254
GUEST PARKING CALCULATIONS	
DRIVEWAY	254
OFF STREET	64
TOTAL (2.5 PER UNIT)	318

POD ANALYSIS				
	POD A	POD B	POD C	POD D
SITE AREA	21.4 AC	24.4 AC	53.0 AC	15.3 AC
TOTAL NUMBER OF LOTS/ UNITS	13	65	119	127
	13 ESTATE LOTS	50' FRONT-ENTRY DETACHED - 52	50' FRONT-ENTRY DETACHED - 119	24' FRONT-ENTRY TOWNHOMES - 41
	(GRAVITY & LOW PRESSURE SEWER)	40' REAR-ENTRY DETACHED - 13		22' REAR-ENTRY TOWNHOMES - 86
DENSITY	1.99 UNITS/ AC (TOTAL SINGLE-FAMILY RESIDENCES IN PODS A, B, AND C)			8.25

LINE	BEARING	DISTANCE
L1	N07°06'09"W	14.21'
L2	N07°39'01"W	162.65'
L17	S15°39'07"W	95.86'
L18	S09°44'20"W	86.43'
L19	S02°11'49"W	87.15'
L20	S09°29'18"W	39.98'
L21	S86°38'12"E	135.51'
L22	N81°05'59"E	89.25'
L23	S69°00'55"E	101.39'
L24	N84°55'16"E	75.64'
L25	S51°26'21"E	129.38'
L26	S16°51'26"E	115.49'
L27	S29°13'09"E	65.34'
L28	S13°57'00"E	120.94'
L29	S06°17'21"E	62.40'
L30	S30°56'05"W	48.63'
L31	S22°49'42"E	117.09'

LINE	BEARING	DISTANCE
L32	S86°17'55"E	67.97'
L33	S72°05'37"E	115.60'
L34	S07°29'46"E	43.95'
L35	S23°56'45"E	118.65'
L36	S69°35'51"W	126.36'
L37	S77°42'14"W	112.50'
L38	N88°42'55"W	186.76'
L39	S21°45'40"E	120.85'
L40	S19°14'23"W	115.53'
L41	S18°27'03"W	57.52'
L42	S63°24'39"E	26.78'
L43	S14°12'27"E	36.92'
L44	N52°45'40"E	39.67'
L45	N52°51'46"E	10.68'
L48	N14°10'51"W	113.07'
L51	S69°28'59"W	106.91'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C6	129.24'	104.67'	S48°36'39"W	101.83'

SURVEY NOTES:

1. Site Area: Total Area of Assemblage - 114.147 Acres
2. All survey data taken from the Retracement Survey by Earth Pro Land Surveying dated 08/19/2022. This map or plat has been calculated for closure and is found to be accurate within 1 foot in 297,158 feet.

This plat has been prepared using a TRIMBLE S6 Total Station for angle and distance measurements.

The field data upon which this map or plat is based has a closure precision of one (1) foot in 11,408 feet and an average angular error of 04 seconds per angle point, and was adjusted using Compass Rule.

NOTE : Information regarding the reputed presence, size, character and location of existing underground utilities and structures is shown hereon. There is no certainty of the accuracy of this information and it shall be considered in that light by those using this drawing. The location and arrangement of underground utilities and structures shown hereon may be inaccurate and utilities and structures not shown may be encountered. The owner, his/her employees, his/her consultants and his/her contractors shall hereby distinctly understand that the engineer / surveyor is not responsible for the correctness or sufficiency of this information.

REFERENCE DOCUMENTS:

1. See Retracement Survey by Earth Pro Land Surveying, dated 08/19/2022.

OWNERS

Property Assemblage

RANDY JONES
TAMMY JONES
CATHY LITTLE
ROGER LITTLE
TRAVIS LITTLE

BUDDY STANLEY
GLORIA STANLEY

Travis Pruitt & Associates, Inc.
4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770)416-7511
Fax: (770)416-6759
www.travispruitt.com

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VICINITY MAP
not to scale

SITE DATA:

TOTAL SITE AREA	114.1± ACRES
FLOODPLAIN, CREEK BUFFERS	15.2± ACRES
ZONING	
EXISTING ZONING	AR-III
PROPOSED ZONING	PRD
ZONING JURISDICTION	HALL COUNTY
DEVELOPMENT TYPE	
TOTAL DETACHED RESIDENTIAL UNITS	197
TOTAL ATTACHED RESIDENTIAL TOWNHOMES	127
TOTAL DENSITY	2.80 U/A
OPEN SPACE CALCULATIONS	
TOTAL OPEN SPACE REQUIRED	34.23 ACRES (30%)
TOTAL OPEN SPACE PROVIDED	34.23 ACRES (30%)
BUFFERS	
PLANTED BUFFER (EXTERIOR)	50'

NOTES

1. SPEED LIMIT OF J M TURK ROAD IS 45 MPH.
2. ACCORDING TO THE U.S. FISH AND WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY - WETLANDS ARE NOT LOCATED ON THIS SITE.
3. ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP FOR HALL COUNTY 13139C0311G, DATED 12/01/2022, THE PROPERTY DOES FALL WITHIN A DESIGNATED FLOOD ZONE "AE" (AREAS OF 100 YEAR FLOOD).
4. WATERS OF THE STATED ARE WITHIN 200' OF THIS PROPERTY.
5. THE CHATTAHOOCHEE RIVER IS NOT WITHIN 2000' OF THIS PROPERTY.
6. HALL COUNTY FIRE RESCUE SHALL APPROVE ROAD LAYOUT AND ENTRANCES.
7. WATER SERVICE SHALL BE PROVIDED BY CITY OF GAINESVILLE. EXISTING WATER SERVICE WILL BE USED.
8. SANITARY SEWER SERVICE WILL BE PROVIDED BY HALL COUNTY. ON-SITE PUMP STATION AND OUTFALL FORCE MAIN WILL BE REQUIRED.
9. THE PROPOSED DEVELOPMENT MAY BE GATED AND HAVE PRIVATE STREETS.

VARIANCES:

FROM CHAPTER 17.180.060 -

- Sec B.2.a - Reduce minimum lot area of single-family detached residences to 5,000 sf
- Sec B.2.b - Reduce minimum lot width of single-family detached residences to 40'
- Sec B.2.c.i - Reduce minimum front yard setback to 20' for single-family detached residences
- Sec B.9.c.ii - Increase width of garage door of front-loaded townhouses to 80% of the width of the individual townhouse unit
- Allow eyebrow cul-de-sacs to be utilized
- Allow dead-end streets within townhome portion of development. Dead ends to meet fire code.

ZONING PLAN

JM Turk Road Assemblage

Tax Parcels: 15043 000027, 15043 000109, 15043 000128, 15043 000201,

15044 000035, 15044 000035B, 15044 000043, 15044 000100, and 15044 000127

G.M.D 1270

HALL COUNTY, GEORGIA

GEORGIA REGISTERED LANDSCAPE ARCHITECT EDWARD J. ANDERSON No. 1303

For The Firm
Travis Pruitt & Associates, Inc.

DATE: 1-22-2024
SCALE: 1" = 150'
CN:2301S1CP19
LSV:
JN:
FN:

1 of 1

N:\2023\2301S1CP19\Engineering\CAD\Drawings\2301S1CP19.dwg Jan 25, 2024 - 8:24am

DEVELOPMENT STANDARDS - PODS A, B, AND C SINGLE-FAMILY RESIDENCES	
MAX DENSITY	2 UNITS/ AC
MINIMUM LOT SIZE	
POD A	21,780 SF
PODS B AND C	5,000 SF
MINIMUM LOT WIDTH	
POD A	50'
PODS B AND C	40'
BUILDING SETBACKS	
FRONT	20'
REAR	20'
SIDE	5'
SIDE CORNER	10'
MINIMUM BLDG SEPARATION	10'
MAXIMUM BUILDING HEIGHT	40'
MAXIMUM BLDG COVERAGE	80%
MIN HEATED FLOOR AREA	1,800 SF

DEVELOPMENT STANDARDS - POD D MULTI-FAMILY RESIDENCES	
NUMBER OF UNITS	124
MINIMUM LOT SIZE	650,000 SF (14.92 AC)
35,000 + (5,000 SF/ UNIT X 123)	
BUILDING SETBACKS	
FRONT	10'
REAR	0' (40' BETWEEN BUILDINGS)
SIDE	0' (20' BETWEEN BUILDINGS)
SIDE CORNER	10'
MAXIMUM BUILDING HEIGHT	40'
MAXIMUM BLDG COVERAGE	80%
MIN HEATED FLOOR AREA	1,300 SF

POD ANALYSIS				
	POD A	POD B	POD C	POD D
SITE AREA	22.9 AC	24.4 AC	53.2 AC	15.1 AC
TOTAL NUMBER OF LOTS/ UNITS	13	65	122	124
	8 SEPTIC LOTS	50' FRONT-ENTRY DETACHED - 52	50' FRONT-ENTRY DETACHED - 122	24' FRONT-ENTRY TOWNHOMES - 38
	5 ESTATE LOTS	40' REAR-ENTRY DETACHED - 13		22' REAR-ENTRY TOWNHOMES - 86
DENSITY	1.99 UNITS/ AC (TOTAL SINGLE-FAMILY RESIDENCES IN PODS A, B, AND C)			8.21

LINE	BEARING	DISTANCE
L1	N07°06'09"W	14.21'
L2	N07°39'01"W	162.65'
L17	S15°39'07"W	95.86'
L18	S09°44'20"W	86.43'
L19	S02°11'49"W	87.15'
L20	S09°29'18"W	39.98'
L21	S86°38'12"E	135.51'
L22	N81°05'59"E	89.25'
L23	S69°00'55"E	101.39'
L24	N84°55'16"E	75.64'
L25	S51°26'21"E	129.38'
L26	S16°51'26"E	115.49'
L27	S29°13'09"E	65.34'
L28	S13°57'00"E	120.94'
L29	S06°17'21"E	62.40'
L30	S30°56'05"W	48.63'
L31	S22°49'42"E	117.09'

LINE	BEARING	DISTANCE
L32	S86°17'55"E	67.97'
L33	S72°05'37"E	115.60'
L34	S07°29'46"E	43.95'
L35	S23°56'45"E	118.65'
L36	S69°35'51"W	126.36'
L37	S77°42'14"W	112.50'
L38	N88°42'55"W	186.76'
L39	S21°45'40"E	120.85'
L40	S19°14'23"W	115.53'
L41	S18°27'03"W	57.52'
L42	S83°24'39"E	26.78'
L43	S14°12'27"E	36.92'
L44	N52°45'40"E	39.67'
L45	N52°51'46"E	10.68'
L48	N14°10'51"W	113.07'
L51	S69°28'59"W	106.91'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C6	129.24'	104.67'	S48°36'39"W	101.83'

SURVEY NOTES:

1. Site Area: Total Area of Assemblage - 114.147 Acres
2. All survey data taken from the Retracement Survey by Earth Pro Land Surveying dated 08/19/2022. This map or plat has been calculated for closure and is found to be accurate within 1 foot in 297,158 feet.

This plat has been prepared using a TRIMBLE S6 Total Station for angle and distance measurements.

The field data upon which this map or plat is based has a closure precision of one (1) foot in 11,408 feet and an average angular error of 04 seconds per angle point, and was adjusted using Compass Rule.

NOTE : Information regarding the reputed presence, size, character and location of existing underground utilities and structures is shown hereon. There is no certainty of the accuracy of this information and it shall be considered in that light by those using this drawing. The location and arrangement of underground utilities and structures shown hereon may be inaccurate and utilities and structures not shown may be encountered. The owner, his/her employees, his/her consultants and his/her contractors shall hereby distinctly understand that the engineer / surveyor is not responsible for the correctness or sufficiency of this information.

REFERENCE DOCUMENTS:

1. See Retracement Survey by Earth Pro Land Surveying, dated 08/19/2022.

OWNERS

Property Assemblage

RANDY JONES
TAMMY JONES
CATHY LITTLE
ROGER LITTLE
TRAVIS LITTLE

BUDDY STANLEY
GLORIA STANLEY

Travis Pruitt & Associates, Inc.
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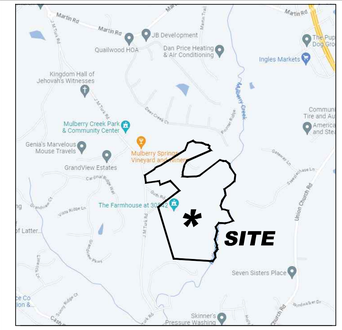

VICINITY MAP
not to scale

SITE DATA:

TOTAL SITE AREA	115.6± ACRES
FLOODPLAIN, CREEK BUFFERS	15.2± ACRES
ZONING	
EXISTING ZONING	AR-III
PROPOSED ZONING	PRD
ZONING JURISDICTION	HALL COUNTY
DEVELOPMENT TYPE	
TOTAL DETACHED RESIDENTIAL UNITS	200
TOTAL ATTACHED RESIDENTIAL TOWNHOMES	124
TOTAL DENSITY	2.80 U/A
OPEN SPACE CALCULATIONS	
TOTAL OPEN SPACE REQUIRED	34.7 ACRES (30%)
TOTAL OPEN SPACE PROVIDED	34.7 ACRES (30%)
BUFFERS	
PLANTED BUFFER (EXTERIOR)	50'

NOTES

1. SPEED LIMIT OF J M TURK ROAD IS 45 MPH.
2. ACCORDING TO THE U.S. FISH AND WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY - WETLANDS ARE NOT LOCATED ON THIS SITE.
3. ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP FOR HALL COUNTY 13139C0311G, DATED 12/01/2022, THE PROPERTY DOES FALL WITHIN A DESIGNATED FLOOD ZONE "AE" (AREAS OF 100 YEAR FLOOD).
4. WATERS OF THE STATED ARE WITHIN 200' OF THIS PROPERTY.
5. THE CHATTAHOOCHEE RIVER IS NOT WITHIN 2000' OF THIS PROPERTY.
6. HALL COUNTY FIRE RESCUE SHALL APPROVE ROAD LAYOUT AND ENTRANCES.
7. WATER SERVICE SHALL BE PROVIDED BY CITY OF GAINESVILLE. EXISTING WATER SERVICE WILL BE USED.
8. SANITARY SEWER SERVICE WILL BE PROVIDED BY HALL COUNTY. ON-SITE PUMP STATION AND OUTFALL FORCE MAIN WILL BE REQUIRED.
9. THE PROPOSED DEVELOPMENT MAY BE GATED AND HAVE PRIVATE STREETS.

VARIANCES:

FROM CHAPTER 17.180.060 -

- Sec B.2.a - Reduce minimum lot area of single-family detached residences to 5,000 sf
- Sec B.2.b - Reduce minimum lot width of single-family detached residences to 40'
- Sec B.2.c.i - Reduce minimum front yard setback to 20' for single-family detached residences
- Sec B.9.c.ii - Increase width of garage door of front-loaded townhouses to 80% of the width of the individual townhouse unit

ZONING PLAN

JM Turk Road Assemblage

Tax Parcels: 15043 000027, 15043 000109, 15043 000128, 15043 000201, 15044 000035, 15044 000035B, 15044 000043, 15044 000100, and 15044 000127

G.M.D 1270

HALL COUNTY, GEORGIA

GRAPHIC SCALE – IN FEET
75 0 150 300 450

GEORGIA REGISTERED LANDSCAPE ARCHITECT No. 1395 EDWARD J. ANDERSON

For The Firm
Travis Pruitt & Associates, Inc.

DATE:	08-02-2023
SCALE:	1" = 150'
CN:	23D151CP11
LSV:	
JN:	
FN:	

1 of 1

N:\2023\23D151CP\Engineering\CAD\Drawings\23D151CP01.dwg Aug 02, 2023 - 2:50pm

DEVELOPMENT STANDARDS - PODS A, B, AND C SINGLE-FAMILY RESIDENCES	
MAX DENSITY	2 UNITS/ AC
MINIMUM LOT SIZE	
POD A	21,780 SF
PODS B AND C	5,000 SF
MINIMUM LOT WIDTH	
POD A	50'
PODS B AND C	40'
BUILDING SETBACKS	
FRONT	20'
REAR	20'
SIDE	5'
SIDE CORNER	10'
MINIMUM BLDG SEPARATION	10'
MAXIMUM BUILDING HEIGHT	40'
MAXIMUM BLDG COVERAGE	80%
MIN HEATED FLOOR AREA	1,800 SF

DEVELOPMENT STANDARDS - POD D MULTI-FAMILY RESIDENCES	
NUMBER OF UNITS	124
MINIMUM LOT SIZE	650,000 SF (14.92 AC)
35,000 + (5,000 SF/ UNIT X 123)	
BUILDING SETBACKS	
FRONT	10'
REAR	0' (40' BETWEEN BUILDINGS)
SIDE	0' (20' BETWEEN BUILDINGS)
SIDE CORNER	10'
MAXIMUM BUILDING HEIGHT	40'
MAXIMUM BLDG COVERAGE	80%
MIN HEATED FLOOR AREA	1,300 SF

POD ANALYSIS				
	POD A	POD B	POD C	POD D
SITE AREA	22.9 AC	24.4 AC	53.2 AC	15.1 AC
TOTAL NUMBER OF LOTS/ UNITS	13	65	122	124
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DENSITY	1.99 UNITS/ AC (TOTAL SINGLE-FAMILY RESIDENCES IN PODS A, B, AND C)			8.21

Submitted 11-16-2023

LINE	BEARING	DISTANCE
L1	N07°06'09"W	14.21'
L2	N07°39'01"W	162.65'
L17	S15°39'07"W	95.86'
L18	S09°44'20"W	86.43'
L19	S02°11'49"W	87.15'
L20	S09°29'18"W	39.98'
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CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C6	129.24'	104.67'	S48°36'39"W	101.83'

SURVEY NOTES:

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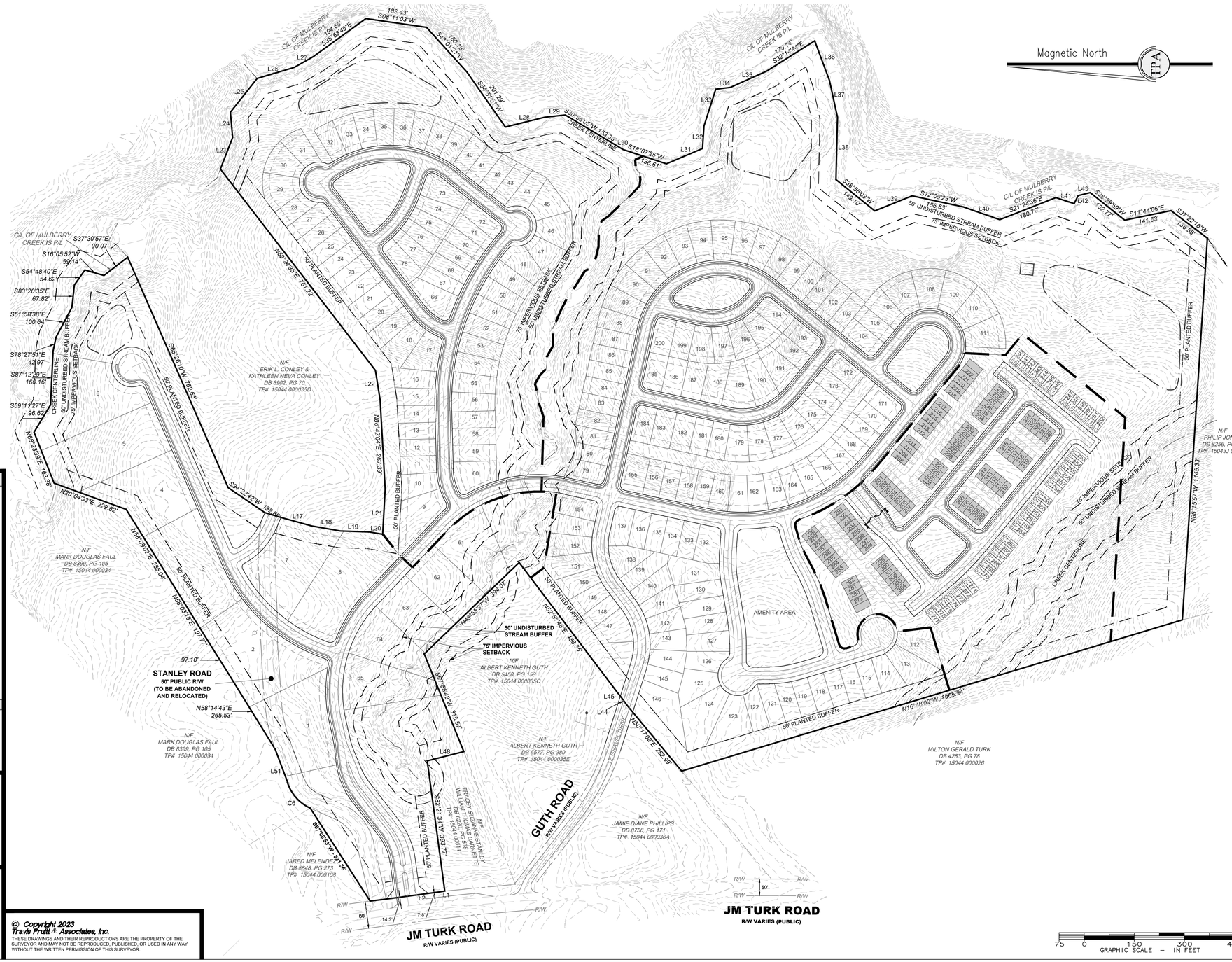

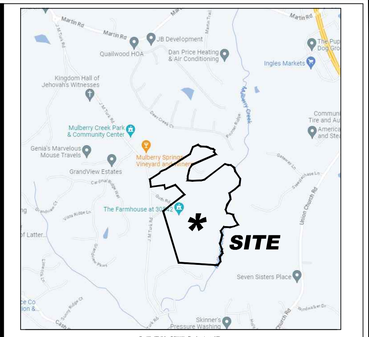

VICINITY MAP
not to scale

SITE DATA:

TOTAL SITE AREA	115.6± ACRES
FLOODPLAIN, CREEK BUFFERS	15.2± ACRES
ZONING	
EXISTING ZONING	AR-III
PROPOSED ZONING	PRD
ZONING JURISDICTION	HALL COUNTY
DEVELOPMENT TYPE	
TOTAL DETACHED RESIDENTIAL UNITS	200
TOTAL ATTACHED RESIDENTIAL TOWNHOMES	124
TOTAL DENSITY	2.80 U/A
OPEN SPACE CALCULATIONS	
TOTAL OPEN SPACE REQUIRED	34.7 ACRES (30%)
TOTAL OPEN SPACE PROVIDED	34.7 ACRES (30%)
BUFFERS	
PLANTED BUFFER (EXTERIOR)	50'

NOTES

1. SPEED LIMIT OF J M TURK ROAD IS 45 MPH.
2. ACCORDING TO THE U.S. FISH AND WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY - WETLANDS ARE NOT LOCATED ON THIS SITE.
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JM Turk Road Assemblage

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15044 000035, 15044 000035B, 15044 000043, 15044 000100, and 15044 000127

G.M.D 1270

HALL COUNTY, GEORGIA

GEORGIA REGISTERED LANDSCAPE ARCHITECT EDWARD J. ANDERSON No. 1305

For The Firm
Travis Pruitt & Associates, Inc.

DATE:	10-26-2023
SCALE:	1" = 150'
CN:230151CP13	
LSV:	
JN:	
FN:	

1 of 1

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Received 11-20-2023

DEVELOPMENT STANDARDS - PODS A, B, AND C SINGLE-FAMILY RESIDENCES	
MAX DENSITY	2 UNITS/ AC
MINIMUM LOT SIZE	
POD A	21,780 SF
PODS B AND C	5,000 SF
MINIMUM LOT WIDTH	
POD A	50'
PODS B AND C	40'
BUILDING SETBACKS	
FRONT	20'
REAR	20'
SIDE	5'
SIDE CORNER	10'
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MIN HEATED FLOOR AREA	1,800 SF

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DENSITY	1.97 UNITS/ AC (TOTAL SINGLE-FAMILY RESIDENCES IN PODS A, B, AND C)			8.21

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L51	S69°28'59"W	106.91'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C6	129.24'	104.67'	S48°36'39"W	101.83'

SURVEY NOTES:

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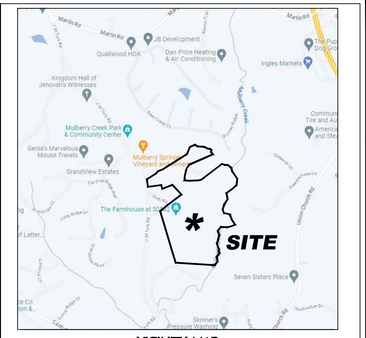

VICINITY MAP
not to scale

SITE DATA:

TOTAL SITE AREA	115.6± ACRES
FLOODPLAIN, CREEK BUFFERS	15.2± ACRES
ZONING	
EXISTING ZONING	AR-III
PROPOSED ZONING	PRD
ZONING JURISDICTION	HALL COUNTY
DEVELOPMENT TYPE	
TOTAL DETACHED RESIDENTIAL UNITS	198
TOTAL ATTACHED RESIDENTIAL TOWNHOMES	124
TOTAL DENSITY	2.79 U/A
OPEN SPACE CALCULATIONS	
TOTAL OPEN SPACE REQUIRED	34.7 ACRES (30%)
TOTAL OPEN SPACE PROVIDED	34.7 ACRES (30%)
BUFFERS	
PLANTED BUFFER (EXTERIOR)	50'

NOTES

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2. ACCORDING TO THE U.S. FISH AND WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY - WETLANDS ARE NOT LOCATED ON THIS SITE.
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6. HALL COUNTY FIRE RESCUE SHALL APPROVE ROAD LAYOUT AND ENTRANCES.
7. WATER SERVICE SHALL BE PROVIDED BY CITY OF GAINESVILLE. EXISTING WATER SERVICE WILL BE USED.
8. SANITARY SEWER SERVICE WILL BE PROVIDED BY HALL COUNTY. ON-SITE PUMP STATION AND OUTFALL FORCE MAIN WILL BE REQUIRED.
9. THE PROPOSED DEVELOPMENT MAY BE GATED AND HAVE PRIVATE STREETS.

VARIANCES:

FROM CHAPTER 17.180.060 -

- Sec B.2.a - Reduce minimum lot area of single-family detached residences to 5,000 sf
- Sec B.2.b - Reduce minimum lot width of single-family detached residences to 40'
- Sec B.2.c.i - Reduce minimum front yard setback to 20' for single-family detached residences
- Sec B.9.c.ii - Increase width of garage door of front-loaded townhouses to 80% of the width of the individual townhouse unit
- Allow eyebrow cul-de-sacs to be utilized
- Allow dead-end streets within townhome portion of development. Dead ends to meet fire code.

ZONING PLAN

JM Turk Road Assemblage

Tax Parcels: 15043 000027, 15043 000109, 15043 000128, 15043 000201,

15044 000035, 15044 000035B, 15044 000043, 15044 000100, and 15044 000127

G.M.D 1270

HALL COUNTY, GEORGIA

GEORGIA REGISTERED LANDSCAPE ARCHITECT EDWARD J. ANDERSON No. 1303

For The Firm
Travis Pruitt & Associates, Inc.

DATE: 11-17-2023
SCALE: 1" = 150'
CN:2301S1CP15
LSV:
JN:
FN:

1 of 1

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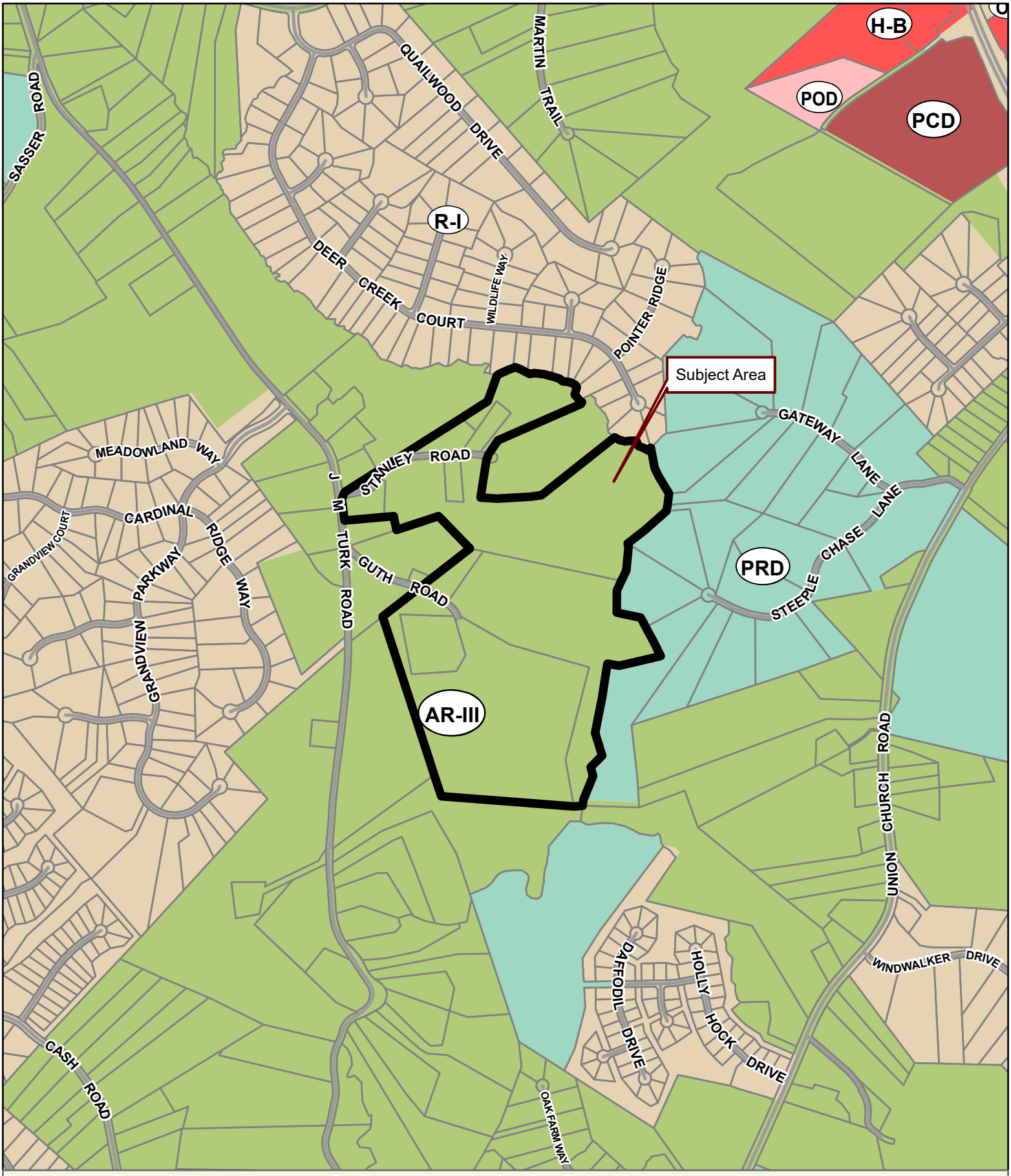


Applicant: THOMAS O'BRIEN KAPPLER & NASUTI PC

Tax Parcel #: 15043 000027, 000109, 000128, 000201 & 15044 000035, 000035B, 000043, 000100, 000127

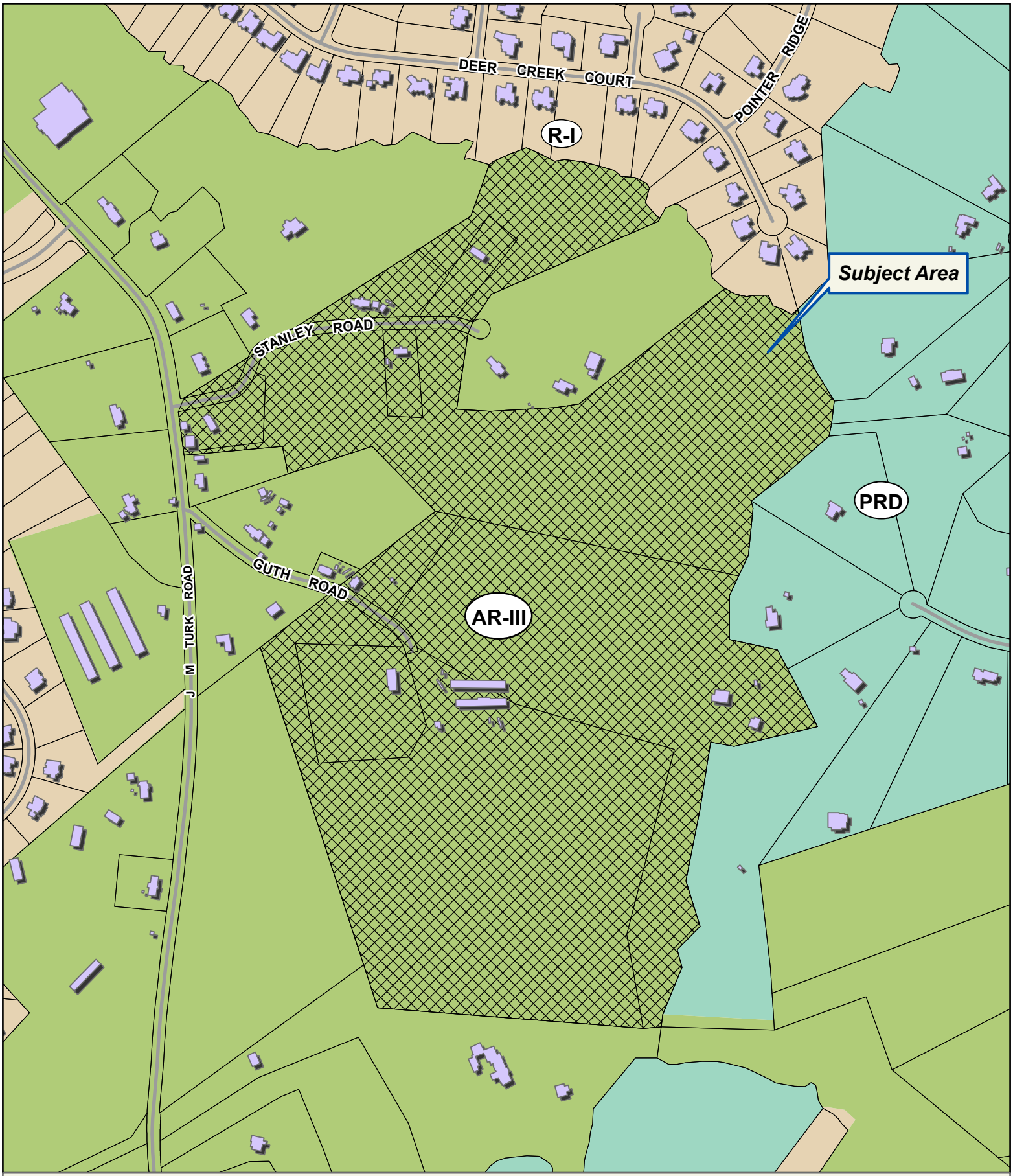
Location: 0, 4611, 4627 GUTH ROAD & 0, 4561, 4613 J M TURK ROAD
& 4590, 4601, 4610 STANLEY ROAD, FLOWERY BRANCH, GA 30542

Commission District 1 **PC Mtg. Date: 10/2/23**

0 300 600 1,200
Feet

- Zoning Boundary
- City Limits
- Subject Area
- Structure

N



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Location: 0, 4611, 4627 GUTH ROAD & 0, 4561, 4613 J M TURK ROAD
& 4590, 4601, 4610 STANLEY ROAD, FLOWERY BRANCH, GA 30542

Commission District 1 **PC Mtg. Date: 10/2/23**

0 150 300 600
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

Applicant: THOMAS O'BRIEN KAPPLER & NASUTI PC

Tax Parcel #: 15043 000027, 000109, 000128, 000201 & 15044 000035, 000035B, 000043, 000100, 000127

Location: 0, 4611, 4627 GUTH ROAD & 0, 4561, 4613 J M TURK ROAD & 4590, 4601, 4610 STANLEY ROAD, FLOWERY BRANCH, GA 30542

Commission District 1 **PC Mtg. Date: 10/2/23**

0 150 300 600
Feet

Zoning Boundary
City Limits
Subject Area

N

Proposed Elevations—Estate Lots

Proposed Elevations—Traditional Neighborhood Lots

Proposed Elevations—Townhouses

Application for Sewer Availability Letter

Date: 9/27/2023

Name of Applicant: Alliance Engineering and Planning Contact Number: 770.225.4730 ext.819

Address of Applicant: 299 S. Main Street

City: Alpharetta State: GA Zip: 30009 E-mail: tylerl@allianceco.com

Name of Agent: Alliance Engineering and Planning Contact Number: 770.225.4730 ext.819

Address of Agent: 299 S. Main Street

City: Alpharetta State: GA Zip: 30092 E-mail: tylerl@allianceco.com

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT FOR THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS: (Please check the purpose of letter request and fill in all applicable information legibly and completely.)

AVAILABILITY: ☐ General Availability ☒ Rezoning ☐ Conditional Use Permit

Availability letters will require a minimum of one week from the date of application submittal.

Request from AR-III (Present Zoning) to PRD (Requested Zoning)

For the Purpose of Residential Subdivision (Type of Development)

Address of Property: JM Turk Road

Nearest Intersection to Property: JM Turk Road and Stanley Road

Size of Tract: 34.2 acre(s), Lane Lot Number(s): 000027, 000109, 000128, 000035G, 000127, 000035, 000043, 000035B, 000100, District(s): 15

Development Estimate Average Daily Sewer Flow (GPD): 65,000GPD (324+1 X 200gpd)

Property Tax Parcel Number: 15043 000027, 15043 000109, 15043 000128, 15044 000035G, 15044 000127, 15044 000035, 15044 000043, 15044 000035B, 15044 000100 Proposed number of Lots: 324

(Below: For properties within protected watershed districts only)

Gross Density: 2.84 units per acre Net Density: _____ units per acre

Estimated amount of impervious surface: _____ Minimum Lot Size: _____

Notary

Signature of Owner(s)/Agent(s)

Holt Persinger

Printed Name of Owner(s)/Agent(s)

Planner

Title of Agent

LYNN PASS NOTARY PUBLIC GWINNETT COUNTY, GEORGIA COMMISSION EXPIRES SEPTEMBER 28, 2025

ALLIANCE
ENGINEERING + PLANNING + LAND SURVEYING
LANDSCAPE ARCHITECTURE
AN LJA COMPANY

4525 South Lee Street, Buford, Georgia 30518
t 770.225.4730 Allianceco.com LJA.com

Applicant's Letter of Intent
PRD – 324 Units
Parcels:(15043 000027, 000109, 000128, 15044 000035G, 000127, 000035, 000043, 000035B, 000100)

The Applicants requests to rezone an assemblage of nine parcels totaling approximately 114 acres on J M Turk Road to develop a residential community. The site sits between the Grandview Estates subdivision on JM Turk Road, the Quailwood subdivision on Martin Road, and a PRD-zoned subdivision to the east on Union Church Road. To develop the site as proposed, the applicant requests to rezone the subject site from AR-III to PRD.

As planned, the development will include a maximum of 324 units that will be divided into four separate PODs. Throughout, the development will feature a variety of unique lot sizes and housing types including single-family detached homes and attached townhomes. Site access will be provided where Stanley Road currently abuts JM Turk Road. Stanley Road will be abandoned, and the new road will be realigned for vehicular circulation throughout the site. An existing residence that is located on Stanley Road will remain, with shared access through the proposed development. POD A will include a total of 13 single-family detached homes on large lots, which range from at least 21,000 square feet to over an acre in size. The estate lot homes will range between 2,800 square feet to 4,000 square feet. PODs B and C will include a total of 187 single-family detached homes. 174 will be 50-feet wide front entry lots, and 13 will be 40-feet wide rear entry lots. The 50-feet wide lots will have homes ranging from 1,800 square feet to 3,300 square feet. POD D will include 124 townhomes, 38 of which are to be front entry and 86 will be rear entry. The front entry units will be 24-feet wide, and the rear entry will be 22-feet wide. Townhomes will range up to 2,100 square feet. Each unit will have garage and driveway space and will be constructed with a variety of high-end materials consisting of variations of brick, stone, and cement sidings. As illustrated on the plan, the development will include abundant open space. Included in the open space are streams and accompanying buffers, replanted buffers, pocket/linear parks, and the amenity area. Although the site will have sufficient parking and vehicular circulation, the development will also include five-feet-wide sidewalks on both sides of the internal streets, providing safe and efficient walkability for residents to access various parts of the community, including the amenities. Other site improvements will include parking adjacent to the main amenity area, and site access improvements to be determined by the department of transportation. The site is within the residential character area of the Hall County comprehensive plan. The planned development will meet the intent of the character, which encourages moderate density residential uses (around 2 units per acre) with large swaths of open space. As proposed, the subdivision will have a density of 2.8 units per acre and will incorporate approximately 34.7 acres of open space. Further, the site is off the highly desirable 985 corridor, which has produced similar density residential development in proximity of the subject site. The applicants are proposing to use The City of Gainesville as the water provider. The applicants are currently working with Hall County and the City of Oakwood to determine the most appropriate and responsible access to sanitary sewer.

The Applicant looks forward to meeting with staff and the community to answer all questions or concerns and is excited to be able to provide exceptional housing in a highly desirable area of Hall County.

Constitutional Objections

Facially and as applied to the Property, the specific portions of the Hall County Comprehensive Plan and zoning ordinance which restrict the Property to any zoning classification, conditions, uses, or to any development other than those proposed by the Applicant are unconstitutional because they would abolish or damage the Applicant's property rights without paying adequate, fair, and just compensation for such rights, in violation of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the United States Constitution.

Facially and as applied to the Property, the application of Hall County ordinances or Comprehensive Plan which restrict the Property to any zoning classification, conditions, uses, or to any development other than that proposed by the Applicant is unconstitutional, illegal, null, and void, constituting a taking and/or damaging of Applicant's Property by denying the Applicant all economically viable use of its land while not substantially advancing legitimate state interests in violation of the United States Constitution's Just Compensation Clause of the Fifth Amendment and the Equal Protection and Due Process Clauses of the Fourteenth Amendment and the Constitution of the State of Georgia of 1983.

The denial of this application would be an arbitrary and capricious act by Hall County without any rational basis, thus constituting an abuse of discretion in violation of the Constitution of the State of Georgia of 1983 and Due Process Clauses of the Fourteenth Amendment to the United States Constitution.

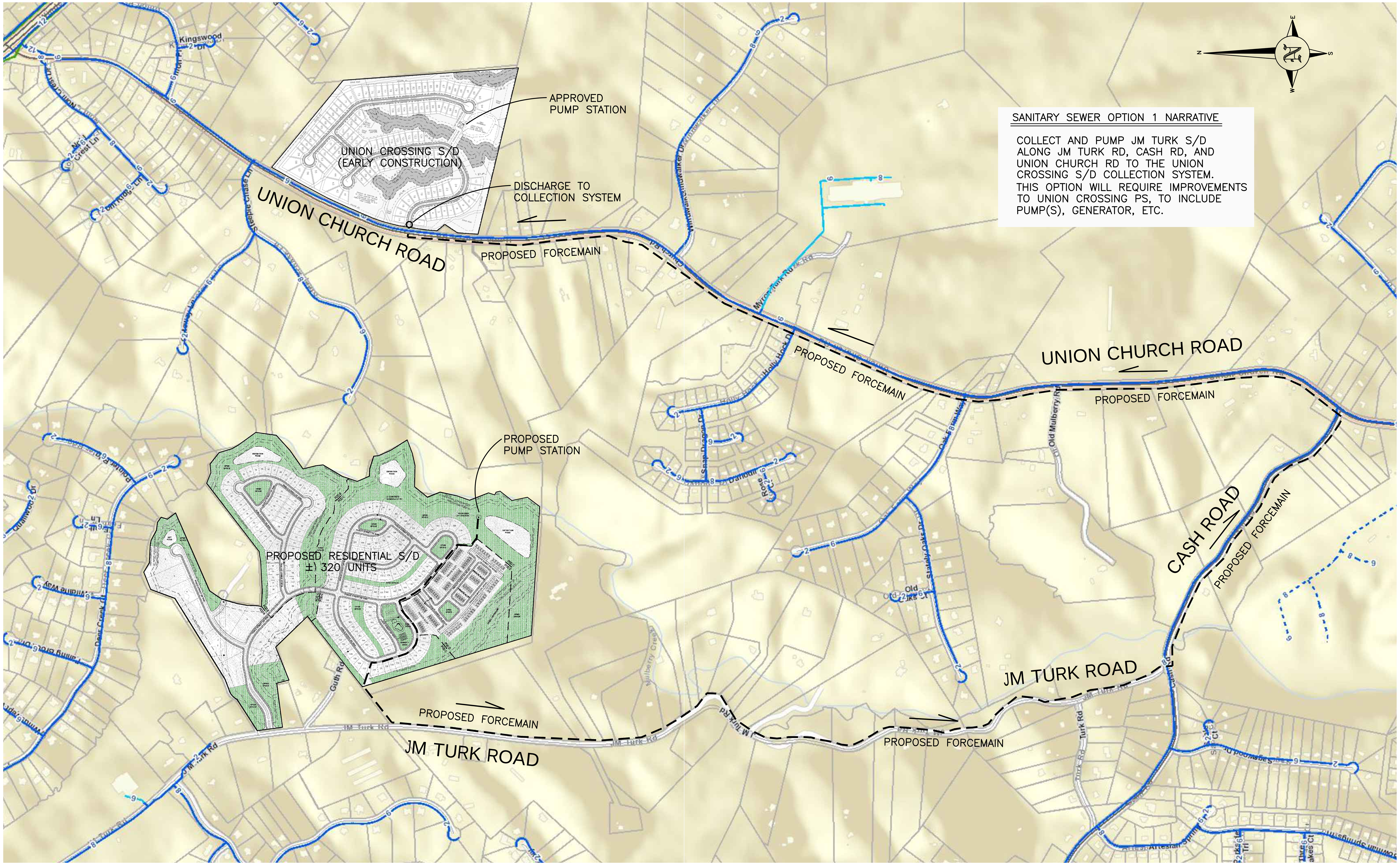
A refusal by Hall County to approve this application for the Property would be unconstitutional and discriminate in an arbitrary, capricious, and unreasonable manner between the Applicant and owners of similarly situated property in violation of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the United
States Constitution.

Opponents to the request set forth in the Application, or in any amendments to the Application, have waived their rights to appeal any decision of the Hall County Board of Commissioners because they lack standing, have failed to exhaust administrative remedies, and/or because they failed to assert any legal or constitutional objections."

The applicant and stakeholders respectfully request approval of this application and welcome the opportunity to meet with Hall County Planning and Development staff, Planning Commission, and Board of Commissioners to discuss any questions or concerns regarding the application.

Sincerely,

Holt Persinger, PLA



SANITARY SEWER CONCEPT PLAN

SCALE: 1" = 400'

GRAPHIC SCALE 1" = 400'

THIS LINE ——— IS ONE INCH LONG WHEN PLOTTED FULL SCALE

NO.	DATE	DESCRIPTION OF REVISION
0	10-05-23	INITIAL RELEASE

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atldevelopment@bellsouth.net

the ENGINEERING GROUP
p.o. box 1224 • Watkinsville, georgia 30677
(770) 815-7193 email mpb@tegi-ga.com

PRELIMINARY SANITARY SEWER PLAN OPTION 1

JM TURK ROAD ASSEMBLAGE

Hall County, Georgia

DESIGNED: MPB	CHECKED: MPB	DATE: OCT 5, 2023	1	0
DRAWN: MPB	JOB NO. 395.2303.01	SCALE: AS SHOWN	SHEET	REV

Traffic Impact Study

JM Turk Road Residential Subdivision
Hall County, Georgia

May 23, 2023

MARC R. ACAMPORA, PE, LLC
TRAFFIC ENGINEERING

Traffic Impact Study

JM Turk Road Residential Subdivision
Hall County, Georgia

study prepared for:

Mr. Bret Clark

May 23, 2023

MARC R. ACAMPORA, PE, LLC
TRAFFIC ENGINEERING

858 Myrtle Street, NE
Atlanta, Georgia 30308
(678) 637-1763

e-mail: acamporatraffic@comcast.net

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Introduction

This study assesses the traffic impact of a proposed residential subdivision in Hall County, Georgia. The site is located along the east side of JM Turk Road at Stanley Road, as shown in Figure 1. The development will consist of 216 detached single family homes and 125 attached townhomes for a total of 341 homes. The project will be served by one vehicular access on JM Turk Road at the current location of its intersection with Stanley Road. A second access will be provided which will be gated for emergency use only.

The purpose of this traffic impact study is to determine existing traffic operating conditions in the vicinity of the proposed subdivision, project future traffic volumes, assess the impact of the subject development, then develop conclusions and recommendations to mitigate the project traffic impact and ensure safe and efficient existing and future traffic conditions in the vicinity of the project.

Figure 1 – Site Location Map

Existing Traffic Conditions

Existing traffic operating conditions in the vicinity of the proposed subdivision were assessed. The following is a description of existing transportation facilities, traffic volumes, and intersection operations.

Description of Existing Roadways

JM Turk Road is a two lane north-south road classified by the Georgia DOT as an urban major collector. The road begins at a roundabout at Martin Road, passes the subject site, and terminates at a side street stop sign controlled T-intersection at Cash Road. The road is winding, the terrain is gently rolling, and the posted speed limit is 45 mph. The cross section is rural with no shoulders, curb-and-gutter, or sidewalks. The road primarily serves accesses to homes and undeveloped land, with a community center and a winery a short distance north of the subject development site. A 24-hour bi-directional traffic volume count collected for this study on JM Turk Road at the project frontage revealed a northbound volume of 692 vehicles, a southbound volume of 724 vehicles, for a two-way volume of 1,416 vehicles.

Pedestrian, Bicycle, and Transit Accessibility

There are no sidewalks or dedicated bicycle lanes along the adjacent roadway and there is no regularly scheduled mass transit in the area.

Existing Traffic Volumes

Existing full turning movement peak hour traffic volume counts were collected at the following intersections in the vicinity of the site:

1. Martin Road at JM Turk Road
2. JM Turk Road at Grandview Parkway
3. Cash Road at JM Turk Road

In addition to the intersection counts, a 24-hour bi-directional count was collected on JM Turk Road adjacent to the site.

The counts were collected on Tuesday, May 16, 2023, from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. Area schools were in session on the day on which the counts were recorded. The locations of the traffic counts are presented in Figure 2.

From the intersection turning movement count data, the highest four consecutive 15-minute interval volumes at each intersection, during each time period, were determined. These volumes make up the existing weekday a.m. and p.m. peak hour traffic volumes at each intersection and are shown in Figure 3. The raw count data is found in Appendix A.

Figure 2 – Traffic Volume Count Locations

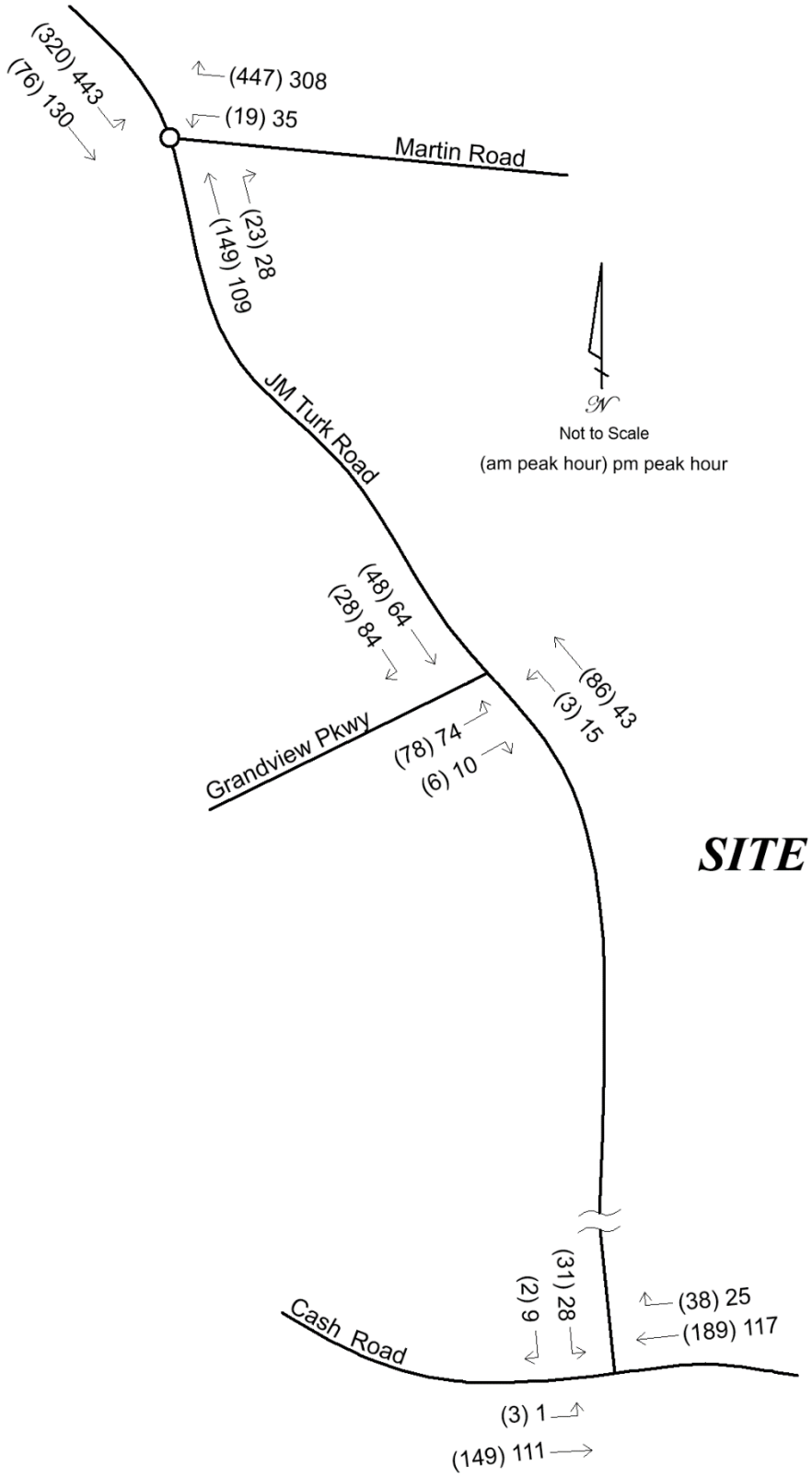

Figure 3 – Existing Weekday A.M. and P.M. Peak Hour Traffic Volumes

Existing Intersection Operations

Existing traffic operations were analyzed at the counted intersections using Synchro software, version 10, in accordance with the methodology presented in the Transportation Research Board's 2016 *Highway Capacity Manual* (*HCM 6*). This methodology is presented in Appendix B. The results of the analysis are shown in Table 1. Computer printouts containing detailed results of the existing analysis are located in Appendix C. Levels of service and delays are provided for each overall intersection and for each controlled approach or movement. Locations that operate unacceptably (LOS E or LOS F) are presented in bold type.

Table 1 – Existing Intersection Operations

Intersection / Approach	A.M. Peak Hour		P.M. Peak Hour	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Martin Road at JM Turk Road (roundabout)	A	7.3	A	6.8
northbound approach	A	6.7	A	6.5
southbound approach	A	6.7	A	7.4
westbound approach	A	8.1	A	6.1
2. JM Turk Road at Grandview Parkway (side street stop sign)	A	3.5	A	3.6
northbound left turn	A	7.4	A	7.6
eastbound approach	B	10.1	A	10.0
3. Cash Road at JM Turk Road (side street stop sign)	A	1.4	A	1.3
southbound approach	B	12.1	B	10.3
eastbound left turn	A	7.8	A	7.6

The existing analysis reveals acceptable operating conditions at the three study intersections. No mitigation is identified for the existing condition.

No-Build Traffic Conditions

A 2028 no-build condition was developed. This represents the traffic conditions that will exist in the future at the anticipated date of the build-out of the subdivision, but not including the subdivision's trips. The purpose of the analysis of this condition is to isolate the traffic impacts of the proposed development from background growth in volumes that are expected to occur in the area while the subdivision is under construction.

In order to develop no-build volumes, background growth factors were developed using historic Georgia DOT 24-hour traffic counts that were collected in this area for the years 2017 through 2021 (the latest year for which data was available at the time of this study), as shown in Table 2.

Table 2 – Historic Georgia DOT Traffic Volume Counts and Annual Growth Rates

Year	Cash W of JM Turk	Annual Growth	Union Church S of Winder Hwy	Annual Growth	Winder Hwy S of Martin	Annual Growth
Station ID	139-0779		139-7386		139-0287	
2017	2,420		3,420		25,200	
2018	2,810	16.1%	3,470	1.5%	25,000	-0.8%
2019	2,870	2.1%	4,410	27.1%	31,600	26.4%
2020	2,660	-7.3%	4,100	-7.0%	28,600	-9.5%
2021	2,830	6.4%	4,360	6.3%	30,100	5.2%
avg growth		*3.2%*		*5.0%*		*3.6%*

Growth in the area has been moderately positive. Each intersection experienced a decrease in volumes from 2019 to 2020. This is attributable to the COVID-19 pandemic. The latest year saw solid positive growth. However, most of that is attributable to a return to pre-pandemic levels. Based on the growth trends identified in Table 2, and taking the pandemic into consideration, a modest 3.0% annual growth factor was applied to the existing volumes when projecting the future no-build volumes. The growth factor was applied for five years, for a total of 15.9% growth that will occur while the proposed subdivision is under construction. The existing traffic volumes were increased by the 15.9% growth factor. The results are the 2028 no-build traffic volumes that will be on the roadway network in the future when the proposed subdivision is completely developed, but excluding the subdivision's trips.

Programmed Transportation Infrastructure Improvements

The Gainesville-Hall Regional Transportation Plan 2020 and the Georgia DOT projects website were reviewed for programmed (scheduled and funded) and planned (anticipated) transportation infrastructure projects in the vicinity of the proposed development. No projects were identified.

No-Build Intersection Operations

The no-build condition includes the no-build traffic volumes, as described above. These were entered into the Synchro model and the 2028 no-build traffic operations were analyzed at the study intersections using Synchro 10 software in accordance with the HCM 6 methodology. The results of the no-build analysis are shown in Table 3. Computer printouts containing detailed results of the no-build analysis are located in Appendix D. Levels of service and delays are provided for each overall intersection and for each controlled approach or movement. Locations that operate unacceptably (LOS E or LOS F) are presented in bold type.

Table 3 – No-Build Intersection Operations

Intersection / Approach	A.M. Peak Hour		P.M. Peak Hour	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Martin Road at JM Turk Road (roundabout)	A	8.6	A	7.9
northbound approach	A	7.9	A	7.6
southbound approach	A	7.7	A	8.6
westbound approach	A	9.8	A	6.9
2. JM Turk Road at Grandview Parkway (side street stop sign)	A	3.6	A	3.7
northbound left turn	A	7.5	A	7.6
eastbound approach	B	10.4	B	10.3
3. Cash Road at JM Turk Road (side street stop sign)	A	1.5	A	1.3
southbound approach	B	13.0	B	10.8
eastbound left turn	A	7.9	A	7.7

The no-build analysis shows a slight deterioration in operations due to anticipated growth in this area. However, operations and delays will continue to be acceptable and no mitigation is necessary for the no-build condition.

Project Traffic Characteristics

This section describes the anticipated traffic characteristics of the proposed subdivision, including a site description, how much traffic the project will generate, and where that traffic will travel.

Project Description

The proposed development will consist of 216 detached single family homes and 125 attached townhomes for a total of 341 homes. The project will be served by one vehicular access on JM Turk Road at the current location of its intersection with Stanley Road. A second access will be provided which will be gated for emergency use only. The site plan is presented in Figure 4.

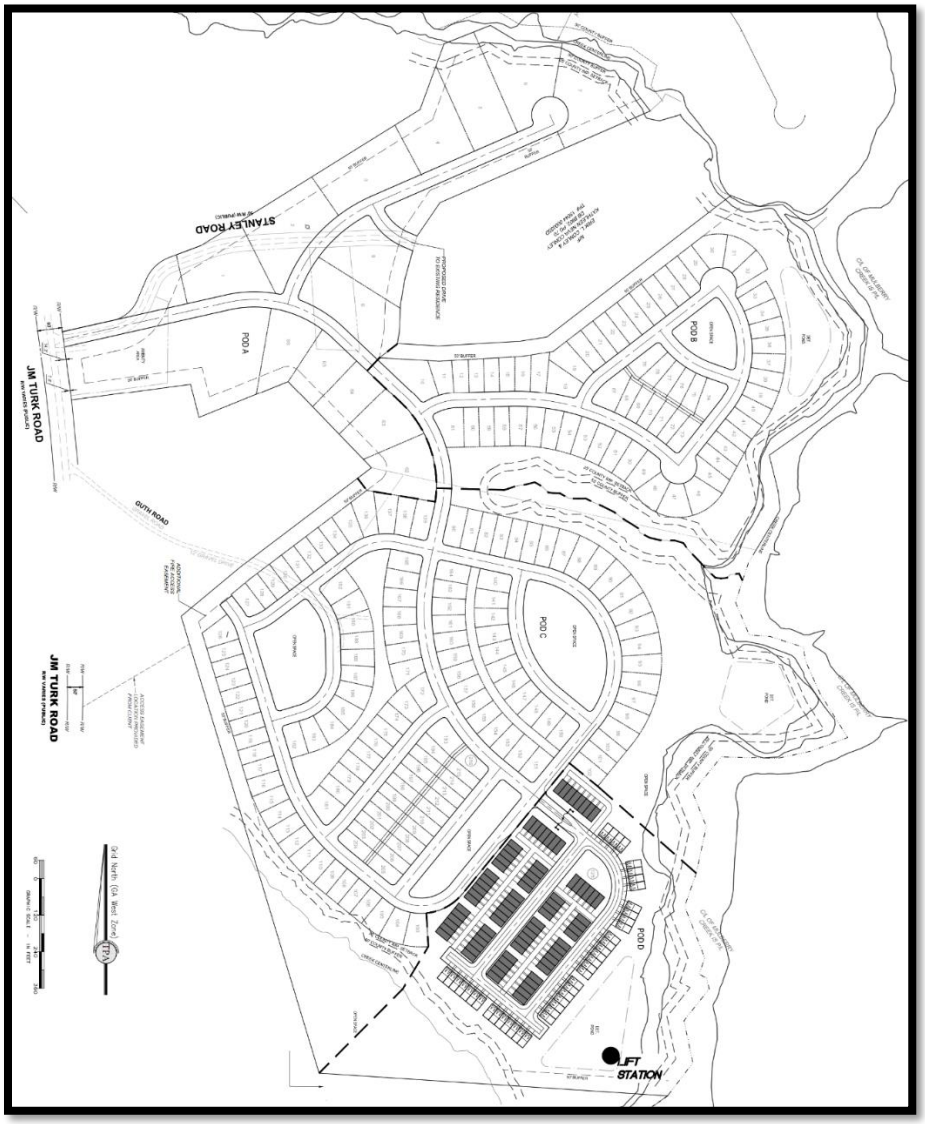

Figure 4 – Site Plan for Proposed Subdivision

Trip Generation

Trip generation is an estimate of the number of entering and exiting vehicular trips that will be generated by the proposed development. The volume of traffic that will be generated by the subdivision was calculated using the equations in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition* (the current edition). ITE Land Use 210 – Single Family Detached Housing was chosen as representative of the detached houses and ITE Land Use 215 – Single Family Attached Housing was chosen for the townhomes. The trip generation is summarized in Table 4.

Table 4 – Proposed Subdivision Trip Generation

Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour		
			In	Out	2-Way	In	Out	2-Way	In	Out	2-Way
Detached Houses	210	216 homes	38	112	150	129	76	205	1,025	1,025	2,050
Townhomes	215	125 homes	15	44	59	42	29	71	451	451	902
Total		*341 homes*	*53*	*156*	*209*	*171*	*105*	*276*	*1,476*	*1,476*	*2,952*

The proposed subdivision will generate 209 trips in the morning peak hour, 276 trips in the evening peak hour, and 2,952 daily trips.

Trip Distribution and Assignment

The trip distribution percentages indicate what proportion of the project's trips will travel to and from various directions. The trip distribution percentages for the subdivision were developed based on the locations and proximity of likely trip origins and destinations including regional employment centers, retail and offices in the area, nearby schools, other regional trip attractors, and the major routes of travel in the area, notably Interstate 985, Spout Springs Road, and SR 53. The new project trips, shown in Table 4, were assigned to the roadway network based on the distribution percentages. The trip distribution percentages and the a.m. and p.m. peak hour trips expected to be generated by the proposed subdivision are shown in Figure 5.

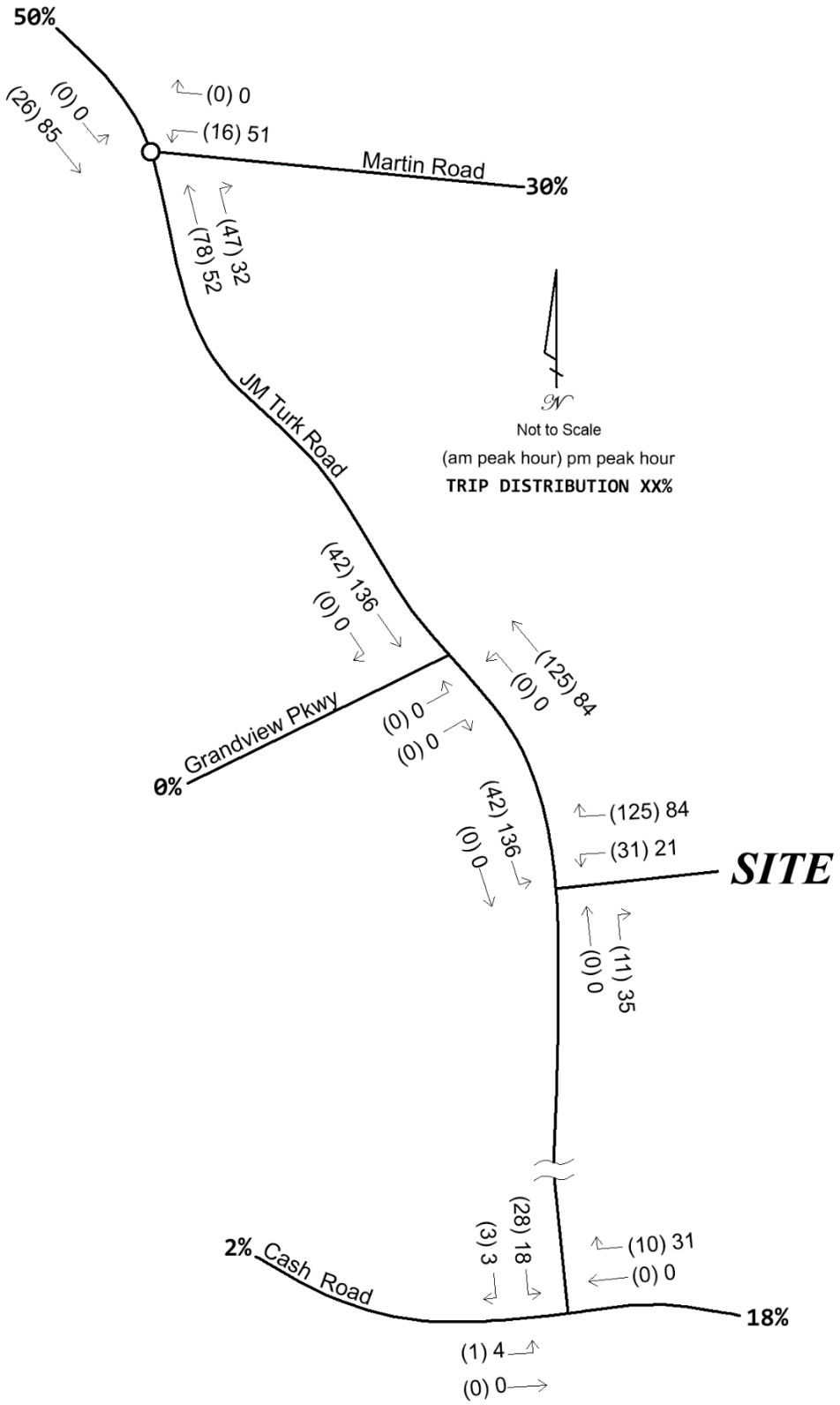

Figure 5 – Weekday A.M. and P.M. Peak Hour Project Trips and Distribution Percentages

Future Traffic Conditions

The future volumes consist of the no-build volumes plus the trips that will be generated by the proposed subdivision. The future volumes are shown in Figure 6.

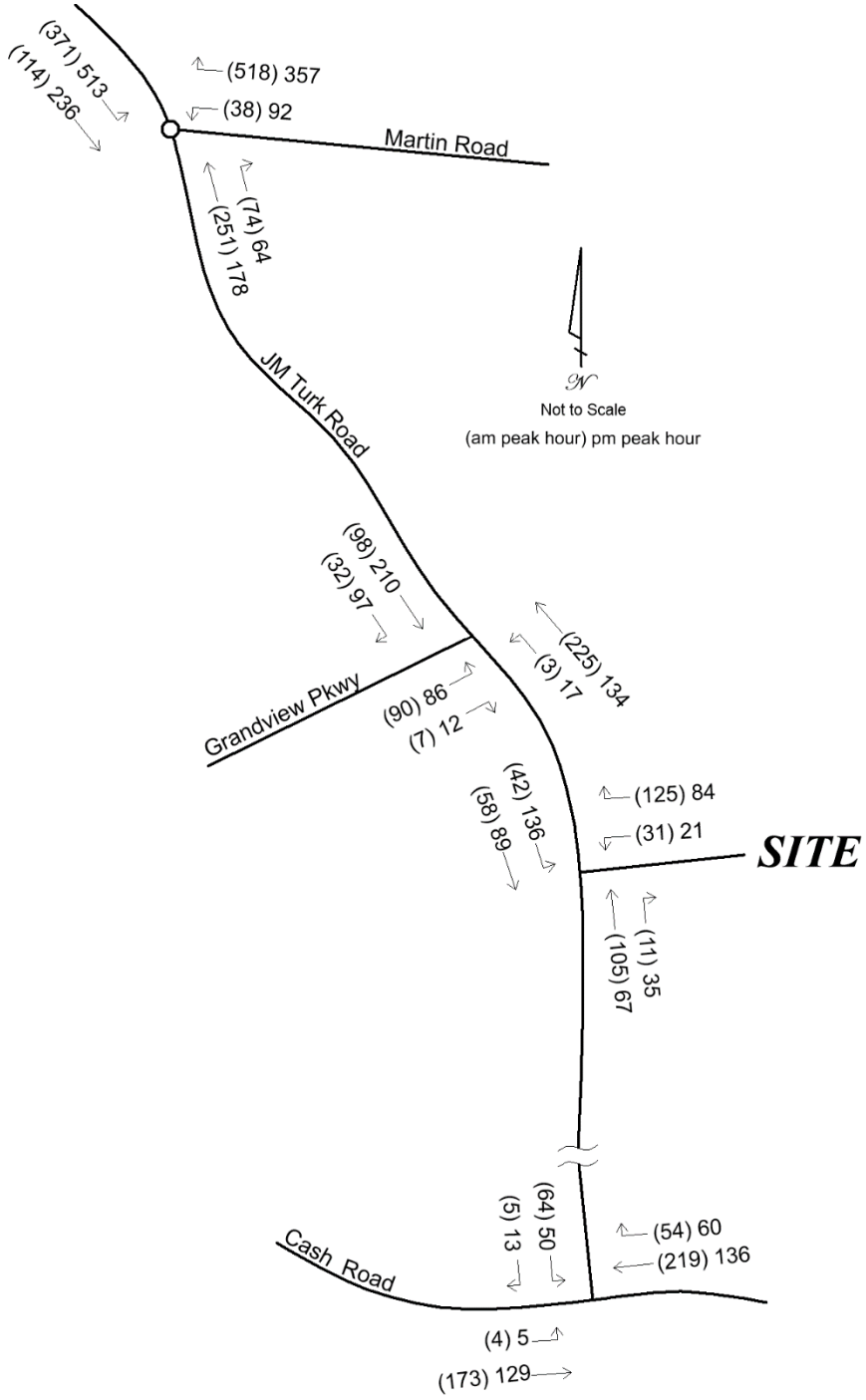

Figure 6 – Future Weekday A.M. and P.M. Peak Hour Volumes

Auxiliary Lane Requirements at Project Access

The Hall County Code was reviewed to determine auxiliary turn lane requirements at the project access on JM Turk Road. Code Section 16.60.290. – Deceleration lanes and left-turn lanes states:

A. Subdivisions with greater than 24 lots will be required to have a deceleration lane constructed in accordance with current Hall County Engineering and Traffic Engineering specifications. The Hall County Traffic Engineer may waive or require the installation of a deceleration lane for subdivisions regardless of lot number based upon traffic and safety considerations.

B. Left-turn lanes will be constructed in accordance with current Hall County Engineering and Traffic Engineering when warranted by the following table:

Table 5 – Hall County Turn Lane Thresholds

Average Daily Traffic (ADT)	Number of Lots (equal to or greater than the following)
>6,000	100
4,001—6,000	125
2,001—4,000	150
1,000—2,000	175
<1,000	200

C. The Hall County Traffic Engineer may waive or require the installation of a left-turn lane, regardless of average daily traffic (ADT) or number of lots, based upon traffic and safety considerations.

D. For those developments that a turn lane is required and the development is proposed in phases, construction of the turn lane is required prior to platting 100 lots or more.

E. Additional right-of-way and/or easements necessary for the installation of decel and/or left-turn lanes will be acquired by and will be the financial responsibility of the developer.

F. A signed and recorded frontage and/or radius encroachment agreement with applicable property owners will be required if any portion of the access extends beyond the development's road frontage.

Based on 341 proposed homes, a northbound right turn lane is required on JM Turk Road at the project access and this study agrees with that requirement.

The counted 24-hour volume on JM Turk Road is 1,416 vehicles, so the number of lots above which a left turn lane is required is 175 lots. The proposed subdivision will include 341 homes with one access. Therefore, a southbound left turn lane will be required at the project access and this study agrees with that requirement.

One entering lane and one exiting lane should be provided in the project access. The exiting approach should be controlled by side street stop sign and accompanying stop bar.

Future Intersection Operations

An operational analysis was performed for the anticipated future project build-out at the study intersections and the project access. Table 6 presents the results of the future analysis. Computer printouts containing detailed results of the future analysis are located in Appendix E. Levels of service and delays are provided for each overall intersection and for each controlled approach or movement. Locations that operate unacceptably (LOS E or LOS F) are presented in bold type.

Table 6 – Future Intersection Operations

Intersection / Approach	A.M. Peak Hour		P.M. Peak Hour	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Martin Road at JM Turk Road (roundabout)	B	10.3	A	10.0
northbound approach	B	11.0	A	9.7
southbound approach	A	8.4	B	11.1
westbound approach	B	12.1	A	8.5
2. JM Turk Road at Grandview Parkway (side street stop sign)	A	2.7	A	2.8
northbound left turn	A	7.6	A	8.0
eastbound approach	B	12.5	B	12.8
3. Cash Road at JM Turk Road (side street stop sign)	A	2.7	A	1.8
southbound approach	B	14.3	B	11.3
eastbound left turn	A	8.0	A	7.8
4. JM Turk Road at Project Access (side street stop sign)	A	5.6	A	5.3
southbound left turn (entering project)	A	7.6	A	7.7
westbound approach (exiting project)	B	10.7	B	10.4

The future analysis with the addition of the proposed subdivision's trips reveals continued acceptable traffic operations and delays at the three study intersections, as well as the project access.

The project civil/site engineer should comply with all applicable design standards including sight distances, driveway spacing, turn lane storage and taper lengths, turn radii, driveway widths, islands, angles with the adjacent roadways, and grades.

Conclusions and Recommendations

This study assesses the traffic impact of a proposed residential subdivision in Hall County. The site is located along the east side of JM Turk Road at Stanley Road and the development will consist of 216 detached single family homes and 125 attached townhomes for a total of 341 homes. The project will be served by one vehicular access on JM Turk Road at the current location of its intersection with Stanley Road. A second access will be provided which will be gated for emergency use only. The following are the findings and recommendations of this study:

1. Existing traffic operations and delays are acceptable at the three study intersections. No mitigation is identified for the existing condition.

2. Traffic volume growth in this area has been positive and modest and this is expected to continue into the future.

3. No programmed or planned roadway improvement projects were identified in this vicinity.

4. With the growth in background traffic volumes, delays will increase moderately in the no-build condition. However, all delays will continue to be acceptable and no mitigation is identified for the no-build condition.

5. The proposed subdivision will generate 209 trips in the morning peak hour, 276 trips in the evening peak hour, and 2,952 daily trips.

6. The future analysis with the addition of the proposed subdivision's trips reveals modest increases in delays at the study intersections. The three study intersections will continue to operate acceptably. Therefore, no off-site mitigation is identified for the future build condition as a result of the proposed subdivision.

7. A northbound right turn lane and a southbound left turn lane are required on JM Turk Road at the project access and this study agrees with those requirements.

8. One entering lane and one exiting lane should be provided in the project access. The exiting approach should be controlled by side street stop sign and accompanying stop bar.

9. The project civil/site engineer should comply with all applicable design standards including sight distances, driveway spacing, turn lane storage and taper lengths, turn radii, driveway widths, islands, angles with the adjacent roadways, and grades.

Appendix A

Traffic Count Data and Volume Worksheets

JM Turk Road Subdivision Traffic Impact Study

Hall County, Georgia

May 2023

Intersection: 1. Martin Road at JM Turk Road

Weekday A.M. Peak Hour	Northbound JM Turk Road			Southbound Martin Road				Westbound Martin Road		
	T	R	Tot	L	T	Tot		L	R	Tot
Counted Volumes (Tuesday, May 16, 2023 7:15-8:15)	**149**	**23**	**172**	**320**	**76**	**396**		**19**	**447**	**466**
Total Annual Background Growth	15.9%	15.9%		15.9%	15.9%			15.9%	15.9%	
2028 No-Build Volumes	**173**	**27**	**199**	**371**	**88**	**459**		**22**	**518**	**540**
Proposed JM Turk Road Subdivision Trips	**78**	**47**	**125**	**0**	**26**	**26**		**16**	**0**	**16**
Build Volumes	**251**	**74**	**324**	**371**	**114**	**485**		**38**	**518**	**556**

Weekday P.M. Peak Hour	Northbound JM Turk Road			Southbound Martin Road				Westbound Martin Road		
	T	R	Tot	L	T	Tot		L	R	Tot
Counted Volumes (Tuesday, May 16, 2023 4:45-5:45)	**109**	**28**	**137**	**443**	**130**	**573**		**35**	**308**	**343**
Total Annual Background Growth	15.9%	15.9%		15.9%	15.9%			15.9%	15.9%	
2028 No-Build Volumes	**126**	**32**	**159**	**513**	**151**	**664**		**41**	**357**	**398**
Proposed JM Turk Road Subdivision Trips	**52**	**32**	**84**	**0**	**85**	**85**		**51**	**0**	**51**
Build Volumes	**178**	**64**	**243**	**513**	**236**	**749**		**92**	**357**	**449**

JM Turk Road Subdivision Traffic Impact Study
Hall County, Georgia

May 2023

Intersection: 2. JM Turk Road at Grandview Parkway

Weekday A.M. Peak Hour	**Northbound JM Turk Road**			**Southbound JM Turk Road**			**Eastbound Grandview Parkway**			
	L	**T**	**Tot**	**T**	**R**	**Tot**	**L**	**R**	**Tot**	
Counted Volumes (Tuesday, May 16, 2023 7:15-8:15)	**3**	**86**	**89**	**48**	**28**	**76**	**78**	**6**	**84**	
Total Annual Background Growth	15.9%	15.9%		15.9%	15.9%		15.9%	15.9%		
2028 No-Build Volumes	**3**	**100**	**103**	**56**	**32**	**88**	**90**	**7**	**97**	
Proposed JM Turk Road Subdivision Trips	**0**	**125**	**125**	**42**	**0**	**42**	**0**	**0**	**0**	
Build Volumes	**3**	**225**	**228**	**98**	**32**	**130**	**90**	**7**	**97**	

Weekday P.M. Peak Hour	**Northbound JM Turk Road**			**Southbound JM Turk Road**			**Eastbound Grandview Parkway**			
	L	**T**	**Tot**	**T**	**R**	**Tot**	**L**	**R**	**Tot**	
Counted Volumes (Tuesday, May 16, 2023 4:45-5:45)	**15**	**43**	**58**	**64**	**84**	**148**	**74**	**10**	**84**	
Total Annual Background Growth	15.9%	15.9%		15.9%	15.9%		15.9%	15.9%		
2028 No-Build Volumes	**17**	**50**	**67**	**74**	**97**	**172**	**86**	**12**	**97**	
Proposed JM Turk Road Subdivision Trips	**0**	**84**	**84**	**136**	**0**	**136**	**0**	**0**	**0**	
Build Volumes	**17**	**134**	**151**	**210**	**97**	**308**	**86**	**12**	**97**	

JM Turk Road Subdivision Traffic Impact Study
Hall County, Georgia

May 2023

Intersection: 3. Cash Road at JM Turk Road

Weekday A.M. Peak Hour		**Southbound JM Turk Road**			**Eastbound Cash Road**			**Westbound Cash Road**		
		L	**R**	**Tot**	**L**	**T**	**Tot**	**T**	**R**	**Tot**
Counted Volumes (Tuesday, May 16, 2023 7:15-8:15)		**31**	**2**	**33**	**3**	**149**	**152**	**189**	**38**	**227**
Total Annual Background Growth		15.9%	15.9%		15.9%	15.9%		15.9%	15.9%	
2028 No-Build Volumes		**36**	**2**	**38**	**3**	**173**	**176**	**219**	**44**	**263**
Proposed JM Turk Road Subdivision Trips		**28**	**3**	**31**	**1**	**0**	**1**	**0**	**10**	**10**
Build Volumes		**64**	**5**	**69**	**4**	**173**	**177**	**219**	**54**	**273**

Weekday P.M. Peak Hour		**Southbound JM Turk Road**			**Eastbound Cash Road**			**Westbound Cash Road**		
		L	**R**	**Tot**	**L**	**T**	**Tot**	**T**	**R**	**Tot**
Counted Volumes (Tuesday, May 16, 2023 5:00-6:00)		**28**	**9**	**37**	**1**	**111**	**112**	**117**	**25**	**142**
Total Annual Background Growth		15.9%	15.9%		15.9%	15.9%		15.9%	15.9%	
2028 No-Build Volumes		**32**	**10**	**43**	**1**	**129**	**130**	**136**	**29**	**165**
Proposed JM Turk Road Subdivision Trips		**18**	**3**	**21**	**4**	**0**	**4**	**0**	**31**	**31**
Build Volumes		**50**	**13**	**64**	**5**	**129**	**134**	**136**	**60**	**196**

JM Turk Road Subdivision Traffic Impact Study
Hall County, Georgia

May 2023

Intersection: 4. JM Turk Road at Project Access

Weekday A.M. Peak Hour	Northbound JM Turk Road			Southbound JM Turk Road				Westbound Project Access		
	T	R	Tot	L	T	Tot		L	R	Tot
Counted Volumes (Tuesday, May 16, 2023 7:00-8:00)	**91**		**91**		**50**	**50**				
Total Annual Background Growth	15.9%				15.9%					
2028 No-Build Volumes	**105**		**105**		**58**	**58**				
Proposed JM Turk Road Subdivision Trips	**0**	**11**	**11**	**42**	**0**	**42**		**31**	**125**	**156**
Build Volumes	**105**	**11**	**116**	**42**	**58**	**100**		**31**	**125**	**156**

Weekday P.M. Peak Hour	Northbound JM Turk Road			Southbound JM Turk Road				Westbound Project Access		
	T	R	Tot	L	T	Tot		L	R	Tot
Counted Volumes (Tuesday, May 16, 2023 4:45-5:45)	**58**		**58**		**77**	**77**				
Total Annual Background Growth	15.9%				15.9%					
2028 No-Build Volumes	**67**		**67**		**89**	**89**				
Proposed JM Turk Road Subdivision Trips	**0**	**35**	**35**	**136**	**0**	**136**		**21**	**84**	**105**
Build Volumes	**67**	**35**	**102**	**136**	**89**	**225**		**21**	**84**	**105**

JM Turk Road at project access location **Tuesday, May 16, 2023**
Peak Hour Calculation

	NB		SB		2-Way	
Begin Time	**15 min**	**Hourly**	**15 min**	**Hourly**	**15 min**	**Hourly**
7:00 AM	21		10		31	
7:15 AM	21		13		34	
7:30 AM	20		16		36	
7:45 AM	***29***	***91***	***11***	***50***	***40***	***141***
8:00 AM	14	84	15	55	29	139
8:15 AM	24	87	5	47	29	134
8:30 AM	8	75	6	37	14	112
8:45 AM	13	59	8	34	21	93
4:00 PM	13		25		38	
4:15 PM	12		22		34	
4:30 PM	14		13		27	
4:45 PM	11	50	19	79	30	129
5:00 PM	9	46	20	74	29	120
5:15 PM	18	52	19	71	37	123
5:30 PM	***20***	***58***	***19***	***77***	***39***	***135***
5:45 PM	8	55	16	74	24	129
6:00 PM	7	53	22	76	29	129
6:15 PM	14	49	17	74	31	123
24-Hour	**692**		**724**		**1416**	

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TMC Data
Martin Rd @ J M Turk Rd (Roundabout)
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 47830001
Site Code : 47830001
Start Date : 5/16/2023
Page No : 1

Groups Printed- Cars, Buses and Trucks

	J M Turk Rd Northbound					Martin Rd Southbound					Eastbound					Martin Rd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	0	33	2	0	35	58	7	0	0	65	0	0	0	0	0	5	0	94	0	99	199
07:15 AM	0	38	5	0	43	95	17	0	0	112	0	0	0	0	0	6	0	93	0	99	254
07:30 AM	0	37	2	0	39	110	25	0	0	135	0	0	0	0	0	4	0	109	0	113	287
07:45 AM	0	40	9	0	49	59	17	0	0	76	0	0	0	0	0	7	0	120	0	127	252
Total	0	148	18	0	166	322	66	0	0	388	0	0	0	0	0	22	0	416	0	438	992
08:00 AM	0	34	7	0	41	56	17	0	0	73	0	0	0	0	0	2	0	125	0	127	241
08:15 AM	0	28	6	0	34	54	15	0	0	69	0	0	0	0	0	3	0	75	0	78	181
08:30 AM	0	15	7	0	22	61	17	0	0	78	0	0	0	0	0	6	0	77	0	83	183
08:45 AM	0	18	2	0	20	35	27	0	0	62	0	0	0	0	0	7	0	72	0	79	161
Total	0	95	22	0	117	206	76	0	0	282	0	0	0	0	0	18	0	349	0	367	766
*** BREAK ***																					
04:00 PM	0	16	5	0	21	116	33	0	0	149	0	0	0	0	0	6	0	55	0	61	231
04:15 PM	0	13	5	0	18	125	35	0	0	160	0	0	0	0	0	3	0	82	0	85	263
04:30 PM	0	16	2	0	18	114	29	0	0	143	0	0	0	0	0	13	0	72	0	85	246
04:45 PM	0	20	8	0	28	115	28	0	0	143	0	0	0	0	0	10	0	77	0	87	258
Total	0	65	20	0	85	470	125	0	0	595	0	0	0	0	0	32	0	286	0	318	998
05:00 PM	0	27	6	0	33	112	34	0	0	146	0	0	0	0	0	9	0	75	0	84	263
05:15 PM	0	36	8	0	44	101	37	0	0	138	0	0	0	0	0	8	0	73	0	81	263
05:30 PM	0	26	6	0	32	115	31	0	0	146	0	0	0	0	0	8	0	83	0	91	269
05:45 PM	0	16	2	0	18	107	34	0	0	141	0	0	0	0	0	6	0	75	0	81	240
Total	0	105	22	0	127	435	136	0	0	571	0	0	0	0	0	31	0	306	0	337	1035
Grand Total	0	413	82	0	495	1433	403	0	0	1836	0	0	0	0	0	103	0	1357	0	1460	3791
Apprch %	0	83.4	16.6	0		78.1	21.9	0	0		0	0	0	0		7.1	0	92.9	0		
Total %	0	10.9	2.2	0	13.1	37.8	10.6	0	0	48.4	0	0	0	0	0	2.7	0	35.8	0	38.5	

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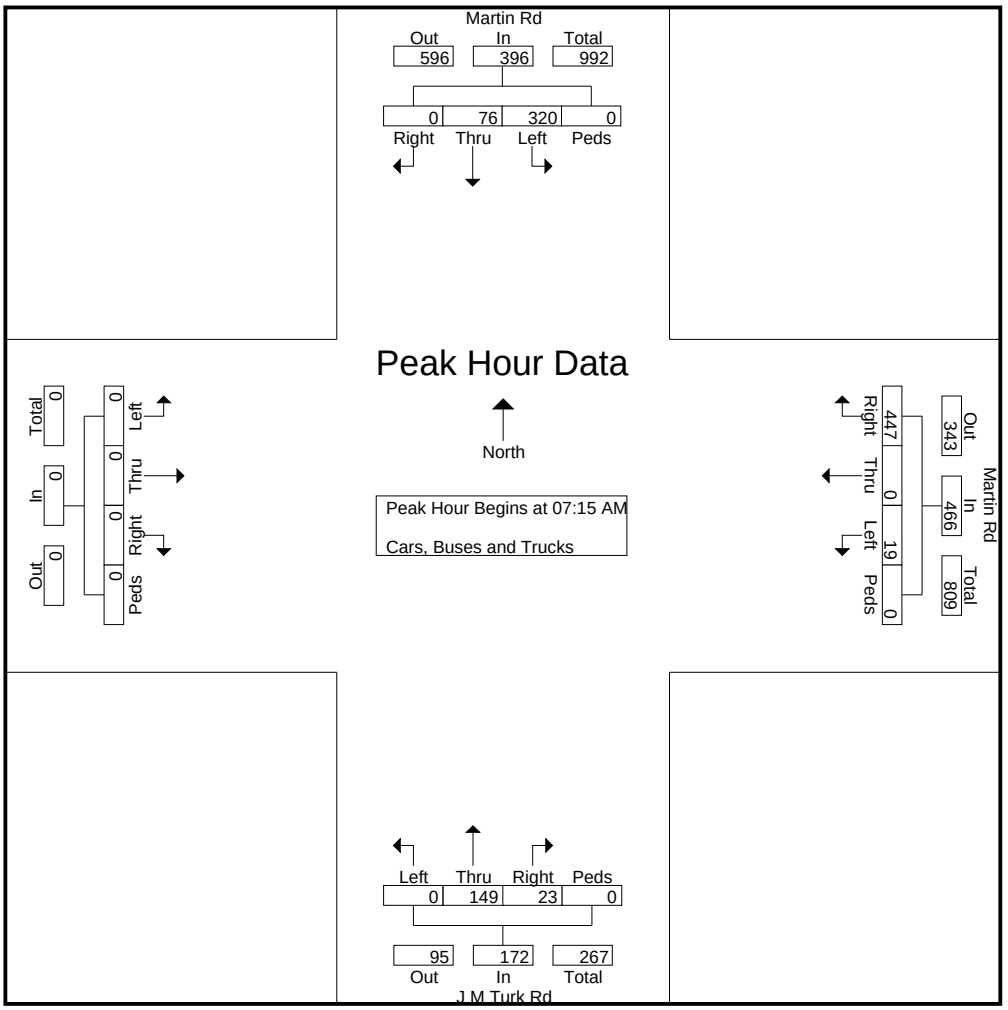
TMC Data
Martin Rd @ J M Turk Rd (Roundabout)
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 47830001
Site Code : 47830001
Start Date : 5/16/2023

	J M Turk Rd Northbound					Martin Rd Southbound					Eastbound					Martin Rd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	0	38	5	0	43	95	17	0	0	112	0	0	0	0	0	6	0	93	0	99	254
07:30 AM	0	37	2	0	39	**110**	**25**	0	0	**135**	0	0	0	0	0	4	0	109	0	113	**287**
07:45 AM	0	**40**	**9**	0	**49**	59	17	0	0	76	0	0	0	0	0	**7**	0	120	0	**127**	252
08:00 AM	0	34	7	0	41	56	17	0	0	73	0	0	0	0	0	2	0	**125**	0	127	241
Total Volume	0	149	23	0	172	320	76	0	0	396	0	0	0	0	0	19	0	447	0	466	1034
% App. Total		86.6	13.4			80.8	19.2											95.9			
PHF	.000	.931	.639	.000	.878	.727	.760	.000	.000	.733	.000	.000	.000	.000	.000	.679	.000	.894	.000	.917	.901



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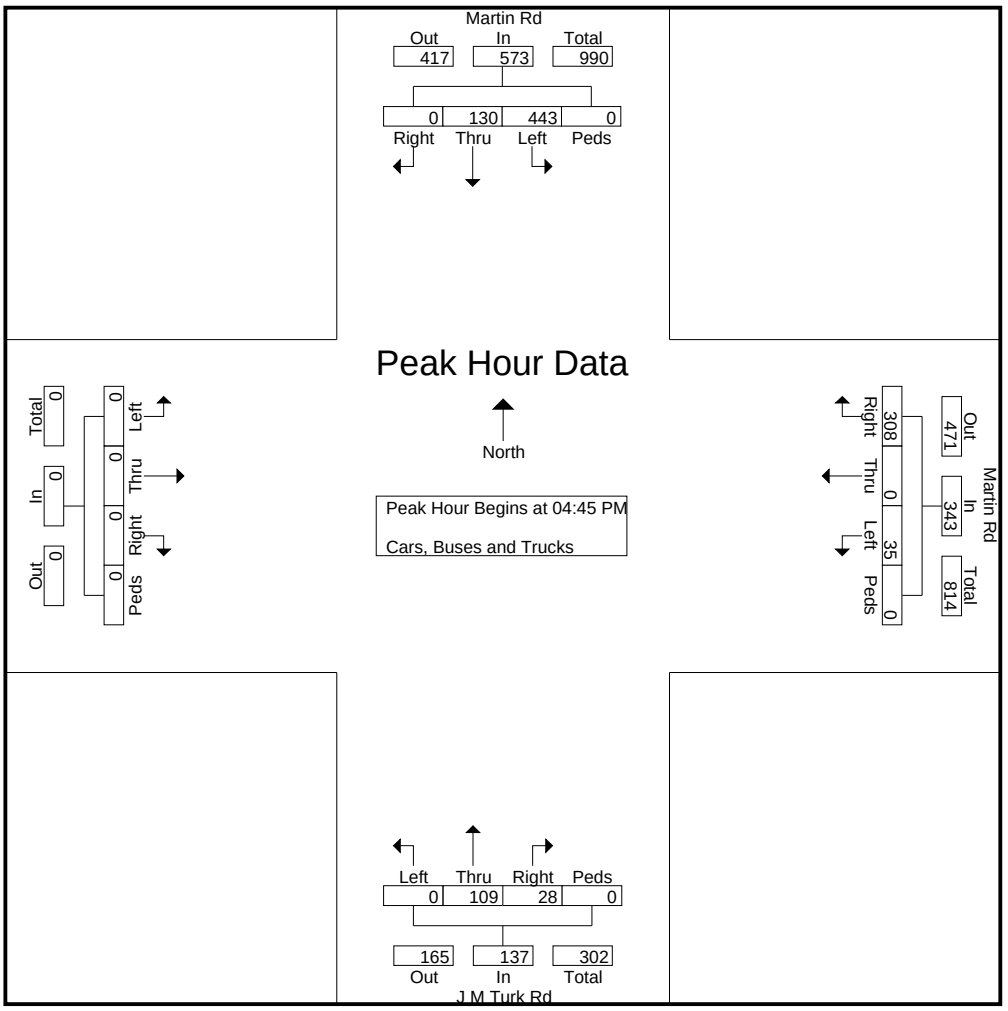
7-9 AM | 4-6 PM

File Name : 47830001
Site Code : 47830001
Start Date : 5/16/2023
Page No : 3

	J M Turk Rd Northbound					Martin Rd Southbound					Eastbound					Martin Rd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					
04:45 PM	0	20	**8**	0	28	**115**	28	0	0	143	0	0	0	0	0	**10**	0	77	0	87	258
05:00 PM	0	27	6	0	33	112	34	0	0	**146**	0	0	0	0	0	9	0	75	0	84	263
05:15 PM	0	**36**	8	0	**44**	101	**37**	0	0	138	0	0	0	0	0	8	0	73	0	81	263
05:30 PM	0	26	6	0	32	115	31	0	0	146	0	0	0	0	0	8	0	**83**	0	**91**	**269**
Total Volume	0	109	28	0	137	443	130	0	0	573	0	0	0	0	0	35	0	308	0	343	1053
% App. Total		79.6	20.4			77.3	22.7									10.2		89.8			
PHF	.000	.757	.875	.000	.778	.963	.878	.000	.000	.981	.000	.000	.000	.000	.000	.875	.000	.928	.000	.942	.979



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TMC Data
J M Turk Rd @ Grandview Pkwy
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 47830002
Site Code : 47830002
Start Date : 5/16/2023
Page No : 1

Groups Printed- Cars, Buses and Trucks

	J M Turk Rd Northbound					J M Turk Rd Southbound					Grandview Pkwy Eastbound					Private Drwy Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	0	18	0	0	18	0	6	3	0	9	17	0	5	0	22	0	0	0	0	0	49
07:15 AM	2	21	0	0	23	0	11	4	0	15	16	0	0	0	16	0	0	0	0	0	54
07:30 AM	1	21	0	0	22	0	15	10	0	25	23	0	4	0	27	0	0	0	0	0	74
07:45 AM	0	28	0	0	28	0	8	8	0	16	19	0	1	0	20	0	0	0	0	0	64
Total	3	88	0	0	91	0	40	25	0	65	75	0	10	0	85	0	0	0	0	0	241
08:00 AM	0	16	0	0	16	0	14	6	0	20	20	0	1	0	21	0	0	0	0	0	57
08:15 AM	4	21	0	0	25	0	3	7	0	10	11	0	2	0	13	0	0	0	0	0	48
08:30 AM	0	8	0	0	8	0	5	9	0	14	8	0	2	0	10	0	0	0	0	0	32
08:45 AM	1	13	0	0	14	0	6	5	0	11	7	0	1	0	8	0	0	1	0	1	34
Total	5	58	0	0	63	0	28	27	0	55	46	0	6	0	52	0	0	1	0	1	171
*** BREAK ***																					
04:00 PM	2	12	0	0	14	0	22	17	0	39	9	0	2	0	11	0	0	0	0	0	64
04:15 PM	2	7	0	0	9	0	18	17	0	35	8	0	4	0	12	1	0	0	0	1	57
04:30 PM	6	9	0	0	15	0	14	18	0	32	9	0	1	0	10	0	0	0	0	0	57
04:45 PM	1	10	0	0	11	0	13	27	0	40	14	0	2	0	16	0	0	0	0	0	67
Total	11	38	0	0	49	0	67	79	0	146	40	0	9	0	49	1	0	0	0	1	245
05:00 PM	5	8	0	0	13	0	21	21	0	42	19	0	2	0	21	0	0	0	0	0	76
05:15 PM	3	14	0	0	17	0	17	20	0	37	26	0	2	0	28	0	0	0	0	0	82
05:30 PM	6	11	0	0	17	1	13	16	0	30	15	0	4	0	19	0	0	0	0	0	66
05:45 PM	0	6	0	0	6	0	12	15	0	27	14	0	4	0	18	0	0	0	0	0	51
Total	14	39	0	0	53	1	63	72	0	136	74	0	12	0	86	0	0	0	0	0	275
Grand Total	33	223	0	0	256	1	198	203	0	402	235	0	37	0	272	1	0	1	0	2	932
Apprch %	12.9	87.1	0	0		0.2	49.3	50.5	0		86.4	0	13.6	0		50	0	50	0		
Total %	3.5	23.9	0	0	27.5	0.1	21.2	21.8	0	43.1	25.2	0	4	0	29.2	0.1	0	0.1	0	0.2	

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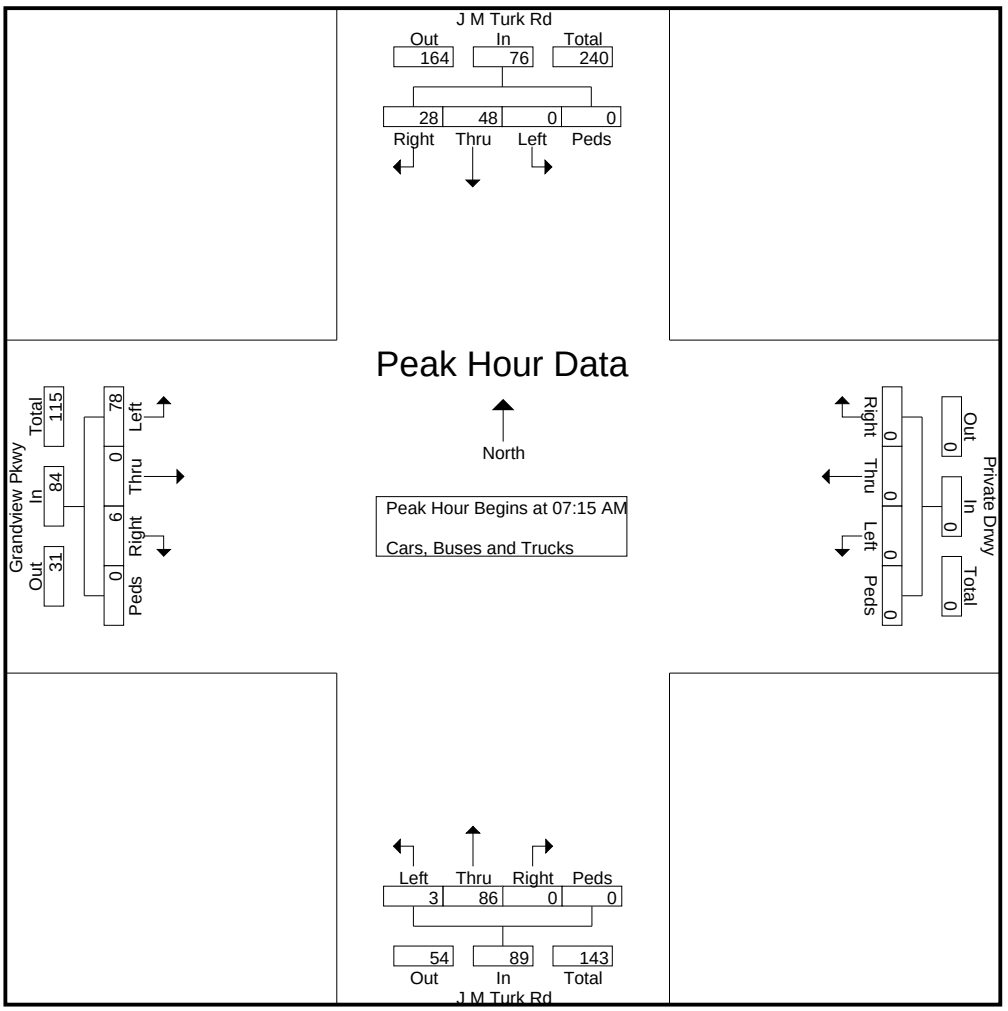
TMC Data
J M Turk Rd @ Grandview Pkwy
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 47830002
Site Code : 47830002
Start Date : 5/16/2023

	J M Turk Rd Northbound					J M Turk Rd Southbound					Grandview Pkwy Eastbound					Private Drwy Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	**2**	21	0	0	23	0	11	4	0	15	16	0	0	0	16	0	0	0	0	0	54
07:30 AM	1	21	0	0	22	0	**15**	**10**	0	**25**	**23**	0	**4**	0	**27**	0	0	0	0	0	**74**
07:45 AM	0	**28**	0	0	**28**	0	8	8	0	16	19	0	1	0	20	0	0	0	0	0	64
08:00 AM	0	16	0	0	16	0	14	6	0	20	20	0	1	0	21	0	0	0	0	0	57
Total Volume	3	86	0	0	89	0	48	28	0	76	78	0	6	0	84	0	0	0	0	0	249
% App. Total		96.6					63.2	36.8			92.9										
PHF	.375	.768	.000	.000	.795	.000	.800	.700	.000	.760	.848	.000	.375	.000	.778	.000	.000	.000	.000	.000	.841



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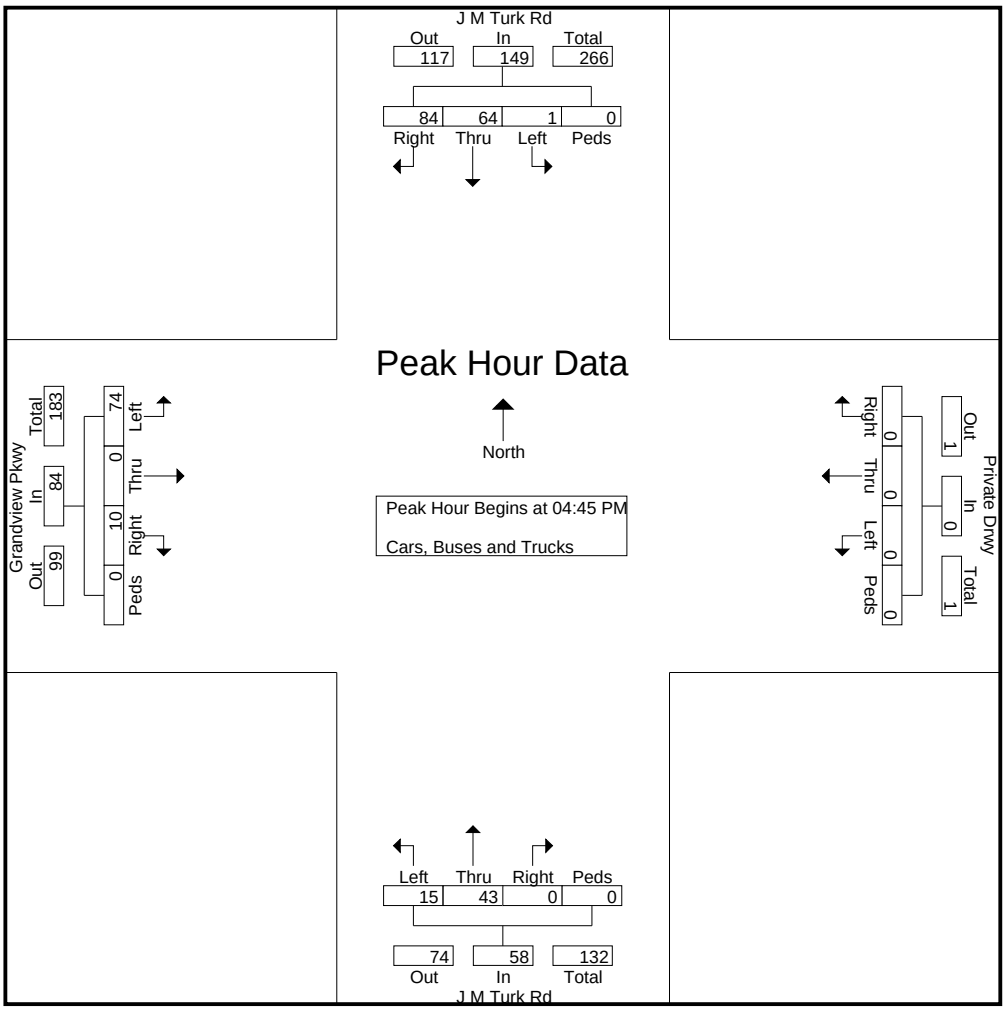
TMC Data
J M Turk Rd @ Grandview Pkwy
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 47830002
Site Code : 47830002
Start Date : 5/16/2023
Page No : 3

	J M Turk Rd Northbound					J M Turk Rd Southbound					Grandview Pkwy Eastbound					Private Drwy Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					
04:45 PM	1	10	0	0	11	0	13	**27**	0	40	14	0	2	0	16	0	0	0	0	0	67
05:00 PM	5	8	0	0	13	0	**21**	21	0	**42**	19	0	2	0	21	0	0	0	0	0	76
05:15 PM	3	**14**	0	0	**17**	0	17	20	0	37	**26**	0	2	0	**28**	0	0	0	0	0	**82**
05:30 PM	**6**	11	0	0	17	**1**	13	16	0	30	15	0	**4**	0	19	0	0	0	0	0	66
Total Volume	15	43	0	0	58	1	64	84	0	149	74	0	10	0	84	0	0	0	0	0	291
% App. Total	25.9	74.1						56.4			88.1		11.9								
PHF	.625	.768	.000	.000	.853	.250	.762	.778	.000	.887	.712	.000	.625	.000	.750	.000	.000	.000	.000	.000	.887



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TMC Data
J M Turk Rd @ Cash Rd
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 47830003
Site Code : 47830003
Start Date : 5/16/2023
Page No : 1

Groups Printed- Cars, Buses and Trucks

	Northbound					J M Turk Rd Southbound					Cash Rd Eastbound					Cash Rd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	0	0	0	0	0	4	0	0	0	4	1	22	0	0	23	0	15	9	0	24	51
07:15 AM	0	0	0	0	0	5	0	1	0	6	1	46	0	0	47	0	34	13	0	47	100
07:30 AM	0	0	0	0	0	14	0	1	0	15	1	48	0	0	49	0	56	14	0	70	134
07:45 AM	0	0	0	0	0	8	0	0	0	8	1	28	0	0	29	0	45	7	0	52	89
Total	0	0	0	0	0	31	0	2	0	33	4	144	0	0	148	0	150	43	0	193	374
08:00 AM	0	0	0	0	0	4	0	0	0	4	0	27	0	0	27	0	54	4	0	58	89
08:15 AM	0	0	0	0	0	5	0	0	0	5	1	34	0	0	35	0	32	11	0	43	83
08:30 AM	0	0	0	0	0	1	0	0	0	1	0	15	0	0	15	0	12	0	0	12	28
08:45 AM	0	0	0	0	0	5	0	1	0	6	4	14	0	0	18	0	17	6	0	23	47
Total	0	0	0	0	0	15	0	1	0	16	5	90	0	0	95	0	115	21	0	136	247
*** BREAK ***																					
04:00 PM	0	0	0	0	0	15	0	0	0	15	2	27	0	0	29	0	34	5	0	39	83
04:15 PM	0	0	0	0	0	9	0	1	0	10	0	23	0	0	23	0	25	5	0	30	63
04:30 PM	0	0	0	0	0	5	0	1	0	6	2	24	0	0	26	0	16	7	0	23	55
04:45 PM	0	0	0	0	0	7	0	4	0	11	0	17	0	0	17	0	26	9	0	35	63
Total	0	0	0	0	0	36	0	6	0	42	4	91	0	0	95	0	101	26	0	127	264
05:00 PM	0	0	0	0	0	5	0	2	0	7	0	31	0	0	31	0	25	5	0	30	68
05:15 PM	0	0	0	0	0	8	0	3	0	11	0	36	0	0	36	0	28	5	0	33	80
05:30 PM	0	0	0	0	0	8	0	2	0	10	0	22	0	0	22	0	37	9	0	46	78
05:45 PM	0	0	0	0	0	7	0	2	0	9	1	22	0	0	23	0	27	6	0	33	65
Total	0	0	0	0	0	28	0	9	0	37	1	111	0	0	112	0	117	25	0	142	291
Grand Total	0	0	0	0	0	110	0	18	0	128	14	436	0	0	450	0	483	115	0	598	1176
Apprch %	0	0	0	0		85.9	0	14.1	0		3.1	96.9	0	0		0	80.8	19.2	0		
Total %	0	0	0	0	0	9.4	0	1.5	0	10.9	1.2	37.1	0	0	38.3	0	41.1	9.8	0	50.9	

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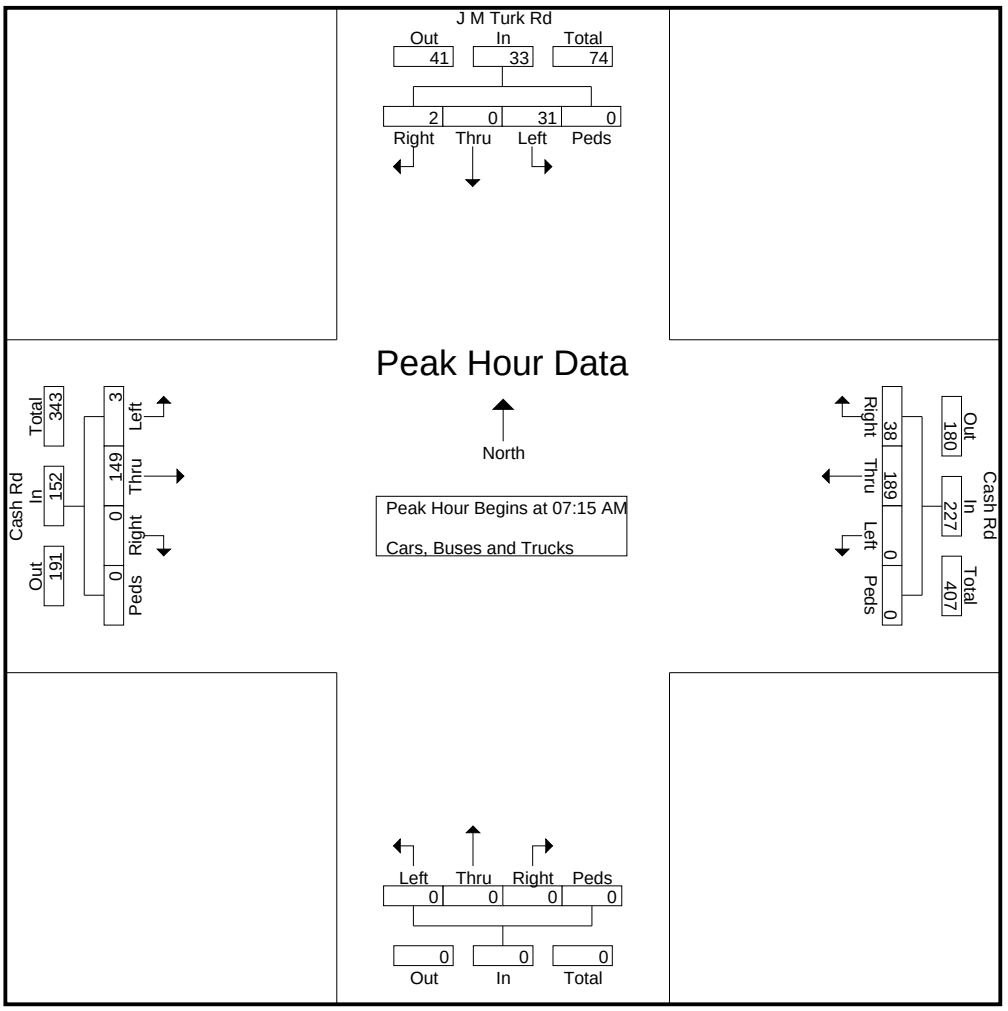
TMC Data
J M Turk Rd @ Cash Rd
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 47830003
Site Code : 47830003
Start Date : 5/16/2023

	Northbound					J M Turk Rd Southbound					Cash Rd Eastbound					Cash Rd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	0	0	0	0	0	5	0	**1**	0	6	**1**	46	0	0	47	0	34	13	0	47	100
07:30 AM	0	0	0	0	0	**14**	0	1	0	**15**	1	**48**	0	0	**49**	0	**56**	**14**	0	**70**	**134**
07:45 AM	0	0	0	0	0	8	0	0	0	8	1	28	0	0	29	0	45	7	0	52	89
08:00 AM	0	0	0	0	0	4	0	0	0	4	0	27	0	0	27	0	54	4	0	58	89
Total Volume	0	0	0	0	0	31	0	2	0	33	3	149	0	0	152	0	189	38	0	227	412
% App. Total						93.9											83.3	16.7			
PHF	.000	.000	.000	.000	.000	.554	.000	.500	.000	.550	.750	.776	.000	.000	.776	.000	.844	.679	.000	.811	.769



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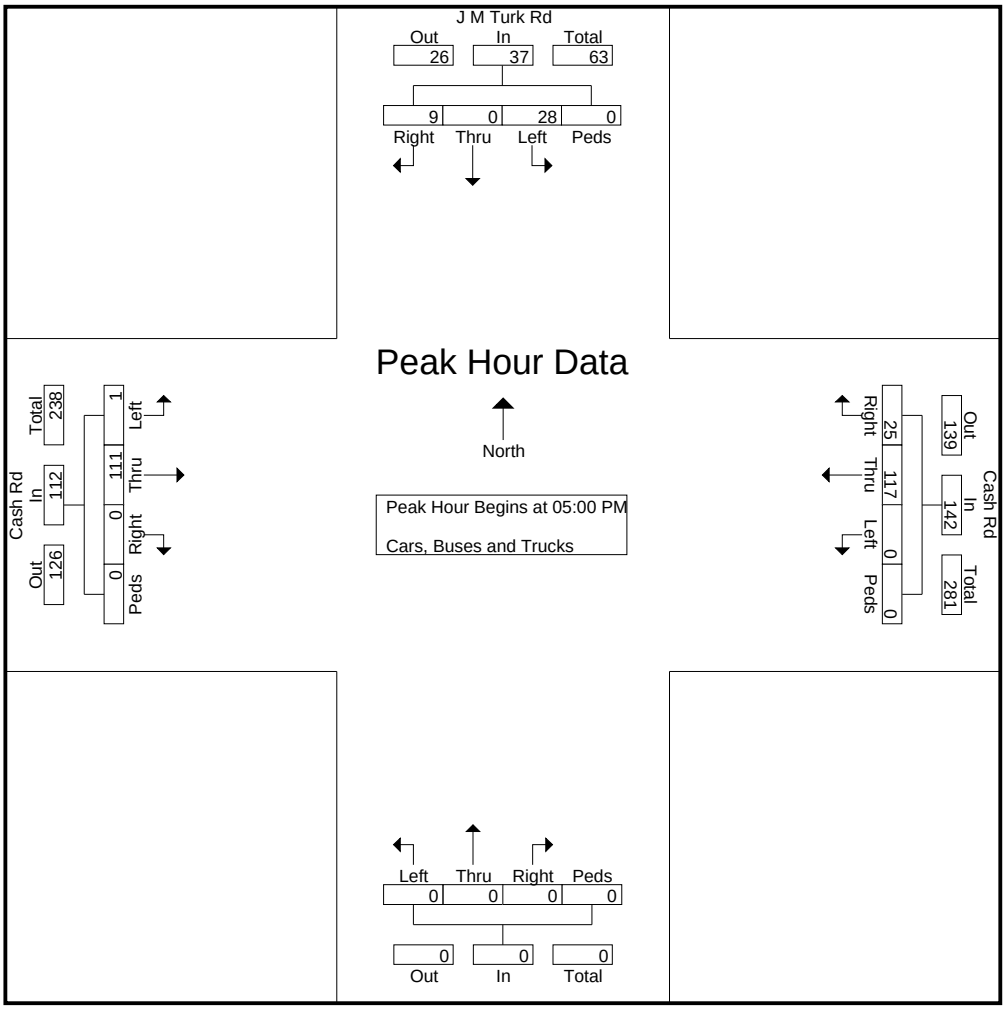
TMC Data
J M Turk Rd @ Cash Rd
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 47830003
Site Code : 47830003
Start Date : 5/16/2023
Page No : 3

	Northbound					J M Turk Rd Southbound					Cash Rd Eastbound					Cash Rd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 05:00 PM																					
05:00 PM	0	0	0	0	0	5	0	2	0	7	0	31	0	0	31	0	25	5	0	30	68
05:15 PM	0	0	0	0	0	**8**	0	**3**	0	**11**	0	**36**	0	0	**36**	0	28	5	0	33	**80**
05:30 PM	0	0	0	0	0	8	0	2	0	10	0	22	0	0	22	0	**37**	**9**	0	**46**	78
05:45 PM	0	0	0	0	0	7	0	2	0	9	**1**	22	0	0	23	0	27	6	0	33	65
Total Volume	0	0	0	0	0	28	0	9	0	37	1	111	0	0	112	0	117	25	0	142	291
% App. Total						75.7		24.3				99.1					82.4	17.6			
PHF	.000	.000	.000	.000	.000	.875	.000	.750	.000	.841	.250	.771	.000	.000	.778	.000	.791	.694	.000	.772	.909



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ADT Data

Site Code: 47830101
J M Turk Rd south of Grandview Pkwy
Flowery Branch, GA

Start Time	16-May-23 Tue	Northbound Morning	Northbound Afternoon	Hour Totals Morning	Hour Totals Afternoon	Southbound Morning	Southbound Afternoon	Hour Totals Morning	Hour Totals Afternoon	Combined Totals Morning	Combined Totals Afternoon
12:00		0	6			0	11				
12:15		1	9			0	14				
12:30		0	10			0	6				
12:45		0	10	1	35	0	7	0	38	1	73
01:00		0	14			2	16				
01:15		0	12			0	6				
01:30		0	7			0	5				
01:45		0	9	0	42	0	8	2	35	2	77
02:00		0	7			0	16				
02:15		0	10			0	16				
02:30		0	17			2	16				
02:45		1	14	1	48	1	12	3	60	4	108
03:00		0	6			0	17				
03:15		0	10			0	14				
03:30		0	19			0	18				
03:45		2	16	2	51	0	26	0	75	2	126
04:00		0	13			0	25				
04:15		1	12			0	22				
04:30		2	14			1	13				
04:45		1	11	4	50	2	19	3	79	7	129
05:00		3	9			1	20				
05:15		2	18			0	19				
05:30		2	20			2	19				
05:45		8	8	15	55	1	16	4	74	19	129
06:00		2	7			3	22				
06:15		4	14			1	17				
06:30		10	6			2	14				
06:45		22	7	38	34	1	8	7	61	45	95
07:00		21	11			10	16				
07:15		21	11			13	8				
07:30		20	10			16	4				
07:45		29	6	91	38	11	7	50	35	141	73
08:00		14	3			15	7				
08:15		24	2			5	10				
08:30		8	4			6	5				
08:45		13	5	59	14	8	7	34	29	93	43
09:00		9	5			10	7				
09:15		15	2			6	5				
09:30		11	3			9	4				
09:45		13	2	48	12	9	3	34	19	82	31
10:00		4	1			6	4				
10:15		8	1			11	2				
10:30		9	2			11	1				
10:45		5	0	26	4	10	2	38	9	64	13
11:00		2	1			8	0				
11:15		8	1			10	4				
11:30		3	0			9	0				
11:45		7	2	20	4	3	1	30	5	50	9
Total		305	387			205	519			510	906
Percent		44.1%	55.9%			28.3%	71.7%			36.0%	64.0%
Grand Total		305	387			205	519			510	906
Percent		44.1%	55.9%			28.3%	71.7%			36.0%	64.0%
ADT		ADT 1,416		AADT 1,416							

Appendix B

Intersection Analysis Methodology

Intersection Analysis Methodology

The methodology used for evaluating traffic operations at intersections is presented in the Transportation Research Board's *Highway Capacity Manual*, 2016 edition (HCM 6). Synchro 10 software, which emulates the HCM 6 methodology, was used for all analyses. The following is an overview of the methodology employed for the analysis of signalized intersections and roundabouts and stop-sign controlled (unsignalized) intersections. Levels of service (LOS) are assigned letters A through F. LOS A indicates operations with very low control delay while LOS F describes operations with high control delay. LOS F is considered to be unacceptable by most drivers, while LOS E is typically considered to be the limit of acceptable delay.

Signalized Intersections and Roundabouts – Level of service for a signalized intersection and a roundabout is defined in terms of control delay per vehicle. For signalized intersections and roundabouts, a composite intersection level of service is determined. The thresholds for each level of service are higher for signalized intersections and roundabouts than for unsignalized intersections. This is attributable to a variety of factors including expectation and acceptance of higher delays at signals/roundabouts, and the fact that drivers can relax when waiting at a signal as opposed to having to remain attentive as they proceed through the unsignalized intersection. The level of service criteria for signalized intersections and roundabouts are shown in Table A.

Table A – Level of Service Criteria for Signalized Intersections and Roundabouts

Control Delay (s/veh)	LOS
≤ 10	A
> 10 and ≤ 20	B
> 20 and ≤ 35	C
> 35 and ≤ 55	D
> 55 and ≤ 80	E
> 80	F

Source: Highway Capacity Manual 6

Unsignalized Intersections – Level of service for an unsignalized intersection is defined in terms of control delay per vehicle. Control delay is that portion of delay attributable to the control device and includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. The delays at unsignalized intersections are based on gap acceptance theory, factoring in availability of gaps, usefulness of the gaps, and the priority of right-of-way given to each traffic stream. The level of service criteria for unsignalized intersections are presented in Table B.

Table B – Level of Service Criteria for Unsignalized Intersections

Control Delay (s/veh)	LOS
0 – 10	A
> 10 and ≤ 15	B
> 15 and ≤ 25	C
> 25 and ≤ 35	D
> 35 and ≤ 50	E
> 50	F

Source: Highway Capacity Manual 6

Appendix C

Existing Intersection Operational Analysis

Intersection	
Intersection Delay, s/veh	7.3
Intersection LOS	A

Approach	WB	NB	SB
Entry Lanes	1	1	1
Conflicting Circle Lanes	1	1	1
Adj Approach Flow, veh/h	507	195	542
Demand Flow Rate, veh/h	523	201	558
Vehicles Circulating, veh/h	174	451	22
Vehicles Exiting, veh/h	478	129	675
Ped Vol Crossing Leg, #/h	0	0	0
Ped Cap Adj	1.000	1.000	1.000
Approach Delay, s/veh	8.1	6.7	6.7
Approach LOS	A	A	A

Lane	Left	Left	Left
Designated Moves	LR	TR	LT
Assumed Moves	LR	TR	LT
RT Channelized			
Lane Util	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976
Entry Flow, veh/h	523	201	558
Cap Entry Lane, veh/h	1155	871	1349
Entry HV Adj Factor	0.969	0.970	0.971
Flow Entry, veh/h	507	195	542
Cap Entry, veh/h	1120	845	1310
V/C Ratio	0.453	0.231	0.414
Control Delay, s/veh	8.1	6.7	6.7
LOS	A	A	A
95th %tile Queue, veh	2	1	2

Intersection	
Int Delay, s/veh	3.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	78	6	3	86	48	28
Future Vol, veh/h	78	6	3	86	48	28
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	-	-	-	-	180
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	78	78	80	80	76	76
Heavy Vehicles, %	2	2	2	3	3	2
Mvmt Flow	100	8	4	108	63	37

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	179	63	100	0	-	0
Stage 1	63	-	-	-	-	-
Stage 2	116	-	-	-	-	-
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	811	1002	1493	-	-	-
Stage 1	960	-	-	-	-	-
Stage 2	909	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	809	1002	1493	-	-	-
Mov Cap-2 Maneuver	809	-	-	-	-	-
Stage 1	957	-	-	-	-	-
Stage 2	909	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.1	0.3	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1493	-	820	-	-
HCM Lane V/C Ratio	0.003	-	0.131	-	-
HCM Control Delay (s)	7.4	0	10.1	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.5	-	-

Intersection	
Int Delay, s/veh	1.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	3	149	189	38	31	2
Future Vol, veh/h	3	149	189	38	31	2
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	78	78	81	81	55	55
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	4	191	233	47	56	4

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	280	0	-	0	456	257
Stage 1	-	-	-	-	257	-
Stage 2	-	-	-	-	199	-
Critical Hdwy	4.13	-	-	-	6.43	6.23
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	2.227	-	-	-	3.527	3.327
Pot Cap-1 Maneuver	1277	-	-	-	561	779
Stage 1	-	-	-	-	784	-
Stage 2	-	-	-	-	832	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1277	-	-	-	559	779
Mov Cap-2 Maneuver	-	-	-	-	559	-
Stage 1	-	-	-	-	781	-
Stage 2	-	-	-	-	832	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	12.1
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1277	-	-	-	569
HCM Lane V/C Ratio	0.003	-	-	-	0.105
HCM Control Delay (s)	7.8	0	-	-	12.1
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.4

Intersection	
Intersection Delay, s/veh	6.8
Intersection LOS	A

Approach	WB	NB	SB
Entry Lanes	1	1	1
Conflicting Circle Lanes	1	1	1
Adj Approach Flow, veh/h	365	176	585
Demand Flow Rate, veh/h	376	181	603
Vehicles Circulating, veh/h	144	466	38
Vehicles Exiting, veh/h	503	175	482
Ped Vol Crossing Leg, #/h	0	0	0
Ped Cap Adj	1.000	1.000	1.000
Approach Delay, s/veh	6.1	6.5	7.4
Approach LOS	A	A	A

Lane	Left	Left	Left
Designated Moves	LR	TR	LT
Assumed Moves	LR	TR	LT
RT Channelized			
Lane Util	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976
Entry Flow, veh/h	376	181	603
Cap Entry Lane, veh/h	1191	858	1327
Entry HV Adj Factor	0.971	0.971	0.970
Flow Entry, veh/h	365	176	585
Cap Entry, veh/h	1157	833	1288
V/C Ratio	0.316	0.211	0.454
Control Delay, s/veh	6.1	6.5	7.4
LOS	A	A	A
95th %tile Queue, veh	1	1	2

Intersection	
Int Delay, s/veh	3.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	74	10	15	43	65	84
Future Vol, veh/h	74	10	15	43	65	84
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	-	-	-	-	180
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	75	75	85	85	89	89
Heavy Vehicles, %	2	2	2	3	3	2
Mvmt Flow	99	13	18	51	73	94

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	160	73	167	0	-	0
Stage 1	73	-	-	-	-	-
Stage 2	87	-	-	-	-	-
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	831	989	1411	-	-	-
Stage 1	950	-	-	-	-	-
Stage 2	936	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	820	989	1411	-	-	-
Mov Cap-2 Maneuver	820	-	-	-	-	-
Stage 1	938	-	-	-	-	-
Stage 2	936	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10	2	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1411	-	837	-	-
HCM Lane V/C Ratio	0.013	-	0.134	-	-
HCM Control Delay (s)	7.6	0	10	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.5	-	-

Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	1	111	117	25	28	9
Future Vol, veh/h	1	111	117	25	28	9
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	78	78	77	77	84	84
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	1	142	152	32	33	11

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	184	0	-	0	312	168
Stage 1	-	-	-	-	168	-
Stage 2	-	-	-	-	144	-
Critical Hdwy	4.13	-	-	-	6.43	6.23
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	2.227	-	-	-	3.527	3.327
Pot Cap-1 Maneuver	1385	-	-	-	679	874
Stage 1	-	-	-	-	859	-
Stage 2	-	-	-	-	881	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1385	-	-	-	678	874
Mov Cap-2 Maneuver	-	-	-	-	678	-
Stage 1	-	-	-	-	858	-
Stage 2	-	-	-	-	881	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	10.3
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1385	-	-	-	717
HCM Lane V/C Ratio	0.001	-	-	-	0.061
HCM Control Delay (s)	7.6	0	-	-	10.3
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.2

Appendix D

No-Build Intersection Operational Analysis

Intersection	
Intersection Delay, s/veh	8.6
Intersection LOS	A

Approach	WB	NB	SB
Entry Lanes	1	1	1
Conflicting Circle Lanes	1	1	1
Adj Approach Flow, veh/h	587	228	629
Demand Flow Rate, veh/h	605	235	648
Vehicles Circulating, veh/h	203	523	25
Vehicles Exiting, veh/h	555	150	783
Ped Vol Crossing Leg, #/h	0	0	0
Ped Cap Adj	1.000	1.000	1.000
Approach Delay, s/veh	9.8	7.9	7.7
Approach LOS	A	A	A

Lane	Left	Left	Left
Designated Moves	LR	TR	LT
Assumed Moves	LR	TR	LT
RT Channelized			
Lane Util	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976
Entry Flow, veh/h	605	235	648
Cap Entry Lane, veh/h	1122	809	1345
Entry HV Adj Factor	0.970	0.971	0.971
Flow Entry, veh/h	587	228	629
Cap Entry, veh/h	1088	786	1306
V/C Ratio	0.539	0.290	0.482
Control Delay, s/veh	9.8	7.9	7.7
LOS	A	A	A
95th %tile Queue, veh	3	1	3

Intersection	
Int Delay, s/veh	3.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	90	7	3	100	56	32
Future Vol, veh/h	90	7	3	100	56	32
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	-	-	-	-	180
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	78	78	80	80	76	76
Heavy Vehicles, %	2	2	2	3	3	2
Mvmt Flow	115	9	4	125	74	42

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	207	74	116	0	-	0
Stage 1	74	-	-	-	-	-
Stage 2	133	-	-	-	-	-
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	781	988	1473	-	-	-
Stage 1	949	-	-	-	-	-
Stage 2	893	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	779	988	1473	-	-	-
Mov Cap-2 Maneuver	779	-	-	-	-	-
Stage 1	946	-	-	-	-	-
Stage 2	893	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.4	0.2	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1473	-	791	-	-
HCM Lane V/C Ratio	0.003	-	0.157	-	-
HCM Control Delay (s)	7.5	0	10.4	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.6	-	-

Intersection	
Int Delay, s/veh	1.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	3	173	219	44	36	2
Future Vol, veh/h	3	173	219	44	36	2
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	78	78	81	81	55	55
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	4	222	270	54	65	4

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	324	0	-	0	527	297
Stage 1	-	-	-	-	297	-
Stage 2	-	-	-	-	230	-
Critical Hdwy	4.13	-	-	-	6.43	6.23
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	2.227	-	-	-	3.527	3.327
Pot Cap-1 Maneuver	1230	-	-	-	510	740
Stage 1	-	-	-	-	752	-
Stage 2	-	-	-	-	806	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1230	-	-	-	508	740
Mov Cap-2 Maneuver	-	-	-	-	508	-
Stage 1	-	-	-	-	749	-
Stage 2	-	-	-	-	806	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	13
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1230	-	-	-	517
HCM Lane V/C Ratio	0.003	-	-	-	0.134
HCM Control Delay (s)	7.9	0	-	-	13
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.5

Intersection	
Intersection Delay, s/veh	7.9
Intersection LOS	A

Approach	WB	NB	SB
Entry Lanes	1	1	1
Conflicting Circle Lanes	1	1	1
Adj Approach Flow, veh/h	424	203	677
Demand Flow Rate, veh/h	436	209	698
Vehicles Circulating, veh/h	167	539	45
Vehicles Exiting, veh/h	581	204	558
Ped Vol Crossing Leg, #/h	0	0	0
Ped Cap Adj	1.000	1.000	1.000
Approach Delay, s/veh	6.9	7.6	8.6
Approach LOS	A	A	A

Lane	Left	Left	Left
Designated Moves	LR	TR	LT
Assumed Moves	LR	TR	LT
RT Channelized			
Lane Util	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976
Entry Flow, veh/h	436	209	698
Cap Entry Lane, veh/h	1164	796	1318
Entry HV Adj Factor	0.972	0.972	0.970
Flow Entry, veh/h	424	203	677
Cap Entry, veh/h	1132	774	1279
V/C Ratio	0.375	0.262	0.530
Control Delay, s/veh	6.9	7.6	8.6
LOS	A	A	A
95th %tile Queue, veh	2	1	3

Intersection	
Int Delay, s/veh	3.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	86	12	17	50	74	97
Future Vol, veh/h	86	12	17	50	74	97
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	-	-	-	-	180
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	75	75	85	85	89	89
Heavy Vehicles, %	2	2	2	3	3	2
Mvmt Flow	115	16	20	59	83	109

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	182	83	192	0	-	0
Stage 1	83	-	-	-	-	-
Stage 2	99	-	-	-	-	-
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	807	976	1381	-	-	-
Stage 1	940	-	-	-	-	-
Stage 2	925	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	795	976	1381	-	-	-
Mov Cap-2 Maneuver	795	-	-	-	-	-
Stage 1	926	-	-	-	-	-
Stage 2	925	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.3	1.9	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1381	-	813	-	-
HCM Lane V/C Ratio	0.014	-	0.161	-	-
HCM Control Delay (s)	7.6	0	10.3	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.6	-	-

Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	1	129	136	29	32	10
Future Vol, veh/h	1	129	136	29	32	10
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	78	78	77	77	84	84
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	1	165	177	38	38	12

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	215	0	-	0	363	196
Stage 1	-	-	-	-	196	-
Stage 2	-	-	-	-	167	-
Critical Hdwy	4.13	-	-	-	6.43	6.23
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	2.227	-	-	-	3.527	3.327
Pot Cap-1 Maneuver	1349	-	-	-	634	843
Stage 1	-	-	-	-	835	-
Stage 2	-	-	-	-	860	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1349	-	-	-	633	843
Mov Cap-2 Maneuver	-	-	-	-	633	-
Stage 1	-	-	-	-	834	-
Stage 2	-	-	-	-	860	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	10.8
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1349	-	-	-	673
HCM Lane V/C Ratio	0.001	-	-	-	0.074
HCM Control Delay (s)	7.7	0	-	-	10.8
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.2

Appendix E

Future Intersection Operational Analysis

Intersection	
Intersection Delay, s/veh	10.3
Intersection LOS	B

Approach	WB	NB	SB
Entry Lanes	1	1	1
Conflicting Circle Lanes	1	1	1
Adj Approach Flow, veh/h	604	369	664
Demand Flow Rate, veh/h	622	381	684
Vehicles Circulating, veh/h	294	523	42
Vehicles Exiting, veh/h	610	203	874
Ped Vol Crossing Leg, #/h	0	0	0
Ped Cap Adj	1.000	1.000	1.000
Approach Delay, s/veh	12.1	11.0	8.4
Approach LOS	B	B	A

Lane	Left	Left	Left
Designated Moves	LR	TR	LT
Assumed Moves	LR	TR	LT
RT Channelized			
Lane Util	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976
Entry Flow, veh/h	622	381	684
Cap Entry Lane, veh/h	1022	809	1322
Entry HV Adj Factor	0.971	0.970	0.971
Flow Entry, veh/h	604	369	664
Cap Entry, veh/h	993	785	1284
V/C Ratio	0.608	0.471	0.517
Control Delay, s/veh	12.1	11.0	8.4
LOS	B	B	A
95th %tile Queue, veh	4	3	3

Intersection	
Int Delay, s/veh	2.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	90	7	3	225	98	32
Future Vol, veh/h	90	7	3	225	98	32
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	-	-	-	-	180
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	78	78	80	80	76	76
Heavy Vehicles, %	2	2	2	3	3	2
Mvmt Flow	115	9	4	281	129	42

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	418	129	171	0	-	0
Stage 1	129	-	-	-	-	-
Stage 2	289	-	-	-	-	-
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	591	921	1406	-	-	-
Stage 1	897	-	-	-	-	-
Stage 2	760	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	589	921	1406	-	-	-
Mov Cap-2 Maneuver	589	-	-	-	-	-
Stage 1	894	-	-	-	-	-
Stage 2	760	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	12.5	0.1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1406	-	605	-	-
HCM Lane V/C Ratio	0.003	-	0.206	-	-
HCM Control Delay (s)	7.6	0	12.5	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.8	-	-

Intersection	
Int Delay, s/veh	2.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	4	173	219	54	64	5
Future Vol, veh/h	4	173	219	54	64	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	78	78	81	81	55	55
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	5	222	270	67	116	9

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	337	0	-	0	536	304
Stage 1	-	-	-	-	304	-
Stage 2	-	-	-	-	232	-
Critical Hdwy	4.13	-	-	-	6.43	6.23
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	2.227	-	-	-	3.527	3.327
Pot Cap-1 Maneuver	1217	-	-	-	504	733
Stage 1	-	-	-	-	746	-
Stage 2	-	-	-	-	804	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1217	-	-	-	501	733
Mov Cap-2 Maneuver	-	-	-	-	501	-
Stage 1	-	-	-	-	742	-
Stage 2	-	-	-	-	804	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	14.3
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1217	-	-	-	513
HCM Lane V/C Ratio	0.004	-	-	-	0.245
HCM Control Delay (s)	8	0	-	-	14.3
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	1

Intersection	
Int Delay, s/veh	5.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	31	125	105	11	42	58
Future Vol, veh/h	31	125	105	11	42	58
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	-	-	150	150	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	70	70	80	80	76	76
Heavy Vehicles, %	2	2	3	2	2	3
Mvmt Flow	44	179	131	14	55	76

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	317	131	0	0	145	0
Stage 1	131	-	-	-	-	-
Stage 2	186	-	-	-	-	-
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	676	919	-	-	1437	-
Stage 1	895	-	-	-	-	-
Stage 2	846	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	650	919	-	-	1437	-
Mov Cap-2 Maneuver	650	-	-	-	-	-
Stage 1	861	-	-	-	-	-
Stage 2	846	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10.7	0	3.2
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	849	1437	-
HCM Lane V/C Ratio	-	-	0.262	0.038	-
HCM Control Delay (s)	-	-	10.7	7.6	-
HCM Lane LOS	-	-	B	A	-
HCM 95th %tile Q(veh)	-	-	1.1	0.1	-

Intersection	
Intersection Delay, s/veh	10.0
Intersection LOS	B

Approach	WB	NB	SB
Entry Lanes	1	1	1
Conflicting Circle Lanes	1	1	1
Adj Approach Flow, veh/h	478	310	764
Demand Flow Rate, veh/h	492	319	787
Vehicles Circulating, veh/h	235	539	101
Vehicles Exiting, veh/h	623	349	626
Ped Vol Crossing Leg, #/h	0	0	0
Ped Cap Adj	1.000	1.000	1.000
Approach Delay, s/veh	8.5	9.7	11.1
Approach LOS	A	A	B

Lane	Left	Left	Left
Designated Moves	LR	TR	LT
Assumed Moves	LR	TR	LT
RT Channelized			
Lane Util	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976
Entry Flow, veh/h	492	319	787
Cap Entry Lane, veh/h	1086	796	1245
Entry HV Adj Factor	0.972	0.972	0.970
Flow Entry, veh/h	478	310	764
Cap Entry, veh/h	1055	774	1208
V/C Ratio	0.453	0.401	0.632
Control Delay, s/veh	8.5	9.7	11.1
LOS	A	A	B
95th %tile Queue, veh	2	2	5

Intersection	
Int Delay, s/veh	2.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	86	12	17	134	210	97
Future Vol, veh/h	86	12	17	134	210	97
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	-	-	-	-	180
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	75	75	85	85	89	89
Heavy Vehicles, %	2	2	2	3	3	2
Mvmt Flow	115	16	20	158	236	109

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	434	236	345	0	-	0
Stage 1	236	-	-	-	-	-
Stage 2	198	-	-	-	-	-
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	579	803	1214	-	-	-
Stage 1	803	-	-	-	-	-
Stage 2	835	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	569	803	1214	-	-	-
Mov Cap-2 Maneuver	569	-	-	-	-	-
Stage 1	789	-	-	-	-	-
Stage 2	835	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	12.8	0.9	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1214	-	590	-	-
HCM Lane V/C Ratio	0.016	-	0.221	-	-
HCM Control Delay (s)	8	0	12.8	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.8	-	-

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	5	129	136	60	50	13
Future Vol, veh/h	5	129	136	60	50	13
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	78	78	77	77	84	84
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	6	165	177	78	60	15

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	255	0	-	0	393	216
Stage 1	-	-	-	-	216	-
Stage 2	-	-	-	-	177	-
Critical Hdwy	4.13	-	-	-	6.43	6.23
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	2.227	-	-	-	3.527	3.327
Pot Cap-1 Maneuver	1304	-	-	-	610	821
Stage 1	-	-	-	-	818	-
Stage 2	-	-	-	-	851	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1304	-	-	-	607	821
Mov Cap-2 Maneuver	-	-	-	-	607	-
Stage 1	-	-	-	-	814	-
Stage 2	-	-	-	-	851	-

Approach	EB	WB	SB
HCM Control Delay, s	0.3	0	11.3
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1304	-	-	-	642
HCM Lane V/C Ratio	0.005	-	-	-	0.117
HCM Control Delay (s)	7.8	0	-	-	11.3
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.4

Intersection	
Int Delay, s/veh	5.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	21	84	67	35	136	89
Future Vol, veh/h	21	84	67	35	136	89
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	-	-	150	150	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	70	70	85	85	89	89
Heavy Vehicles, %	2	2	3	2	2	3
Mvmt Flow	30	120	79	41	153	100

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	485	79	0	0	120	0
Stage 1	79	-	-	-	-	-
Stage 2	406	-	-	-	-	-
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	541	981	-	-	1468	-
Stage 1	944	-	-	-	-	-
Stage 2	673	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	485	981	-	-	1468	-
Mov Cap-2 Maneuver	485	-	-	-	-	-
Stage 1	846	-	-	-	-	-
Stage 2	673	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10.4	0	4.7
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	814	1468	-
HCM Lane V/C Ratio	-	-	0.184	0.104	-
HCM Control Delay (s)	-	-	10.4	7.7	-
HCM Lane LOS	-	-	B	A	-
HCM 95th %tile Q(veh)	-	-	0.7	0.3	-

Traffic Impact Study

JM Turk Road Residential Subdivision
Hall County, Georgia

May 23, 2023

MARC R. ACAMPORA, PE, LLC
TRAFFIC ENGINEERING

Traffic Impact Study

JM Turk Road Residential Subdivision
Hall County, Georgia

study prepared for:

Mr. Bret Clark

May 23, 2023

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Introduction

This study assesses the traffic impact of a proposed residential subdivision in Hall County, Georgia. The site is located along the east side of JM Turk Road at Stanley Road, as shown in Figure 1. The development will consist of 216 detached single family homes and 125 attached townhomes for a total of 341 homes. The project will be served by one vehicular access on JM Turk Road at the current location of its intersection with Stanley Road. A second access will be provided which will be gated for emergency use only.

The purpose of this traffic impact study is to determine existing traffic operating conditions in the vicinity of the proposed subdivision, project future traffic volumes, assess the impact of the subject development, then develop conclusions and recommendations to mitigate the project traffic impact and ensure safe and efficient existing and future traffic conditions in the vicinity of the project.

Figure 1 – Site Location Map

Existing Traffic Conditions

Existing traffic operating conditions in the vicinity of the proposed subdivision were assessed. The following is a description of existing transportation facilities, traffic volumes, and intersection operations.

Description of Existing Roadways

JM Turk Road is a two lane north-south road classified by the Georgia DOT as an urban major collector. The road begins at a roundabout at Martin Road, passes the subject site, and terminates at a side street stop sign controlled T-intersection at Cash Road. The road is winding, the terrain is gently rolling, and the posted speed limit is 45 mph. The cross section is rural with no shoulders, curb-and-gutter, or sidewalks. The road primarily serves accesses to homes and undeveloped land, with a community center and a winery a short distance north of the subject development site. A 24-hour bi-directional traffic volume count collected for this study on JM Turk Road at the project frontage revealed a northbound volume of 692 vehicles, a southbound volume of 724 vehicles, for a two-way volume of 1,416 vehicles.

Pedestrian, Bicycle, and Transit Accessibility

There are no sidewalks or dedicated bicycle lanes along the adjacent roadway and there is no regularly scheduled mass transit in the area.

Existing Traffic Volumes

Existing full turning movement peak hour traffic volume counts were collected at the following intersections in the vicinity of the site:

1. Martin Road at JM Turk Road
2. JM Turk Road at Grandview Parkway
3. Cash Road at JM Turk Road

In addition to the intersection counts, a 24-hour bi-directional count was collected on JM Turk Road adjacent to the site.

The counts were collected on Tuesday, May 16, 2023, from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. Area schools were in session on the day on which the counts were recorded. The locations of the traffic counts are presented in Figure 2.

From the intersection turning movement count data, the highest four consecutive 15-minute interval volumes at each intersection, during each time period, were determined. These volumes make up the existing weekday a.m. and p.m. peak hour traffic volumes at each intersection and are shown in Figure 3. The raw count data is found in Appendix A.

Figure 2 – Traffic Volume Count Locations

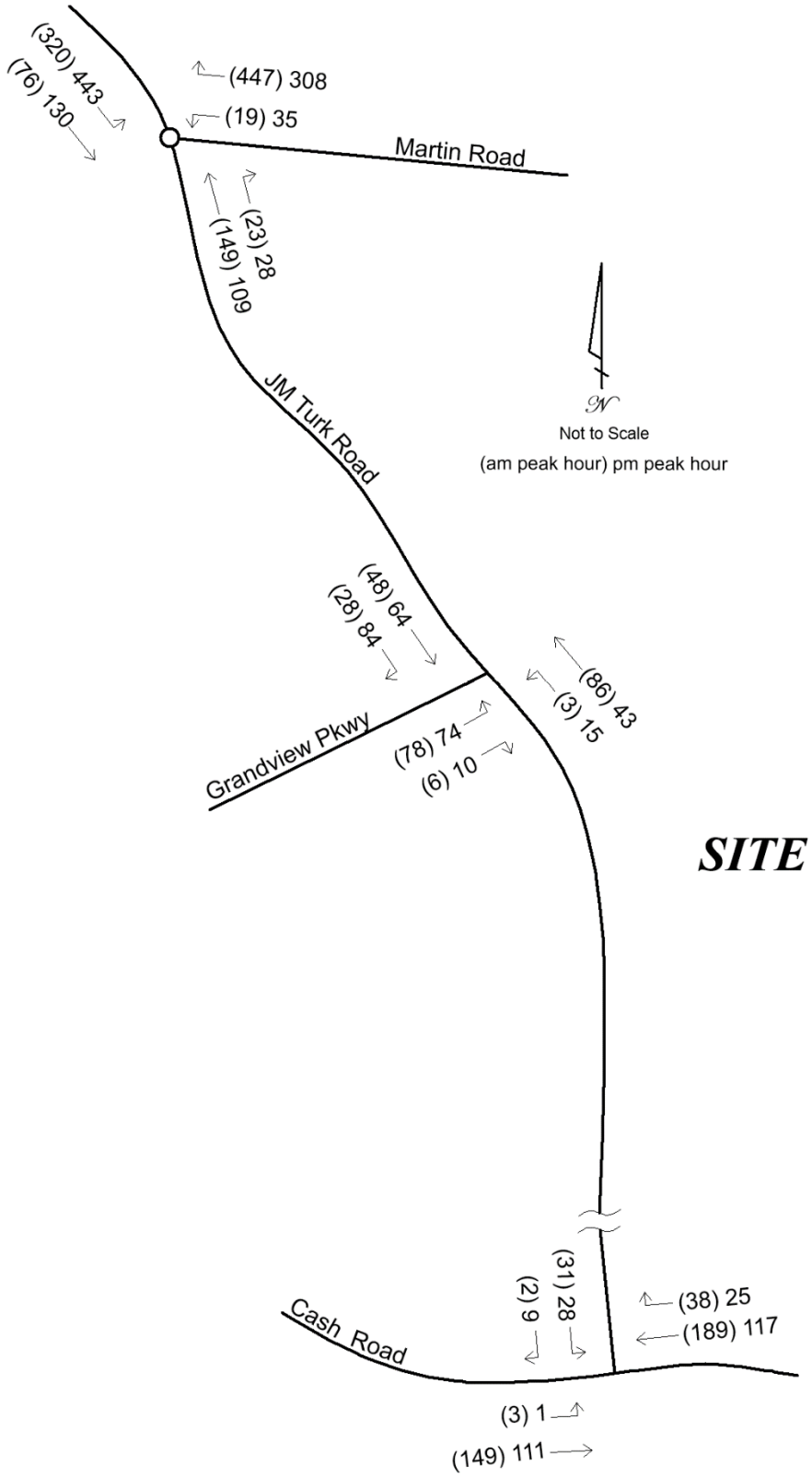

Figure 3 – Existing Weekday A.M. and P.M. Peak Hour Traffic Volumes

Existing Intersection Operations

Existing traffic operations were analyzed at the counted intersections using Synchro software, version 10, in accordance with the methodology presented in the Transportation Research Board's 2016 *Highway Capacity Manual* (*HCM 6*). This methodology is presented in Appendix B. The results of the analysis are shown in Table 1. Computer printouts containing detailed results of the existing analysis are located in Appendix C. Levels of service and delays are provided for each overall intersection and for each controlled approach or movement. Locations that operate unacceptably (LOS E or LOS F) are presented in bold type.

Table 1 – Existing Intersection Operations

Intersection / Approach	A.M. Peak Hour		P.M. Peak Hour	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Martin Road at JM Turk Road (roundabout)	A	7.3	A	6.8
northbound approach	A	6.7	A	6.5
southbound approach	A	6.7	A	7.4
westbound approach	A	8.1	A	6.1
2. JM Turk Road at Grandview Parkway (side street stop sign)	A	3.5	A	3.6
northbound left turn	A	7.4	A	7.6
eastbound approach	B	10.1	A	10.0
3. Cash Road at JM Turk Road (side street stop sign)	A	1.4	A	1.3
southbound approach	B	12.1	B	10.3
eastbound left turn	A	7.8	A	7.6

The existing analysis reveals acceptable operating conditions at the three study intersections. No mitigation is identified for the existing condition.

No-Build Traffic Conditions

A 2028 no-build condition was developed. This represents the traffic conditions that will exist in the future at the anticipated date of the build-out of the subdivision, but not including the subdivision's trips. The purpose of the analysis of this condition is to isolate the traffic impacts of the proposed development from background growth in volumes that are expected to occur in the area while the subdivision is under construction.

In order to develop no-build volumes, background growth factors were developed using historic Georgia DOT 24-hour traffic counts that were collected in this area for the years 2017 through 2021 (the latest year for which data was available at the time of this study), as shown in Table 2.

Table 2 – Historic Georgia DOT Traffic Volume Counts and Annual Growth Rates

Year	Cash W of JM Turk	Annual Growth	Union Church S of Winder Hwy	Annual Growth	Winder Hwy S of Martin	Annual Growth
Station ID	139-0779		139-7386		139-0287	
2017	2,420		3,420		25,200	
2018	2,810	16.1%	3,470	1.5%	25,000	-0.8%
2019	2,870	2.1%	4,410	27.1%	31,600	26.4%
2020	2,660	-7.3%	4,100	-7.0%	28,600	-9.5%
2021	2,830	6.4%	4,360	6.3%	30,100	5.2%
avg growth		*3.2%*		*5.0%*		*3.6%*

Growth in the area has been moderately positive. Each intersection experienced a decrease in volumes from 2019 to 2020. This is attributable to the COVID-19 pandemic. The latest year saw solid positive growth. However, most of that is attributable to a return to pre-pandemic levels. Based on the growth trends identified in Table 2, and taking the pandemic into consideration, a modest 3.0% annual growth factor was applied to the existing volumes when projecting the future no-build volumes. The growth factor was applied for five years, for a total of 15.9% growth that will occur while the proposed subdivision is under construction. The existing traffic volumes were increased by the 15.9% growth factor. The results are the 2028 no-build traffic volumes that will be on the roadway network in the future when the proposed subdivision is completely developed, but excluding the subdivision's trips.

Programmed Transportation Infrastructure Improvements

The Gainesville-Hall Regional Transportation Plan 2020 and the Georgia DOT projects website were reviewed for programmed (scheduled and funded) and planned (anticipated) transportation infrastructure projects in the vicinity of the proposed development. No projects were identified.

No-Build Intersection Operations

The no-build condition includes the no-build traffic volumes, as described above. These were entered into the Synchro model and the 2028 no-build traffic operations were analyzed at the study intersections using Synchro 10 software in accordance with the HCM 6 methodology. The results of the no-build analysis are shown in Table 3. Computer printouts containing detailed results of the no-build analysis are located in Appendix D. Levels of service and delays are provided for each overall intersection and for each controlled approach or movement. Locations that operate unacceptably (LOS E or LOS F) are presented in bold type.

Table 3 – No-Build Intersection Operations

Intersection / Approach	A.M. Peak Hour		P.M. Peak Hour	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Martin Road at JM Turk Road (roundabout)	A	8.6	A	7.9
northbound approach	A	7.9	A	7.6
southbound approach	A	7.7	A	8.6
westbound approach	A	9.8	A	6.9
2. JM Turk Road at Grandview Parkway (side street stop sign)	A	3.6	A	3.7
northbound left turn	A	7.5	A	7.6
eastbound approach	B	10.4	B	10.3
3. Cash Road at JM Turk Road (side street stop sign)	A	1.5	A	1.3
southbound approach	B	13.0	B	10.8
eastbound left turn	A	7.9	A	7.7

The no-build analysis shows a slight deterioration in operations due to anticipated growth in this area. However, operations and delays will continue to be acceptable and no mitigation is necessary for the no-build condition.

Project Traffic Characteristics

This section describes the anticipated traffic characteristics of the proposed subdivision, including a site description, how much traffic the project will generate, and where that traffic will travel.

Project Description

The proposed development will consist of 216 detached single family homes and 125 attached townhomes for a total of 341 homes. The project will be served by one vehicular access on JM Turk Road at the current location of its intersection with Stanley Road. A second access will be provided which will be gated for emergency use only. The site plan is presented in Figure 4.

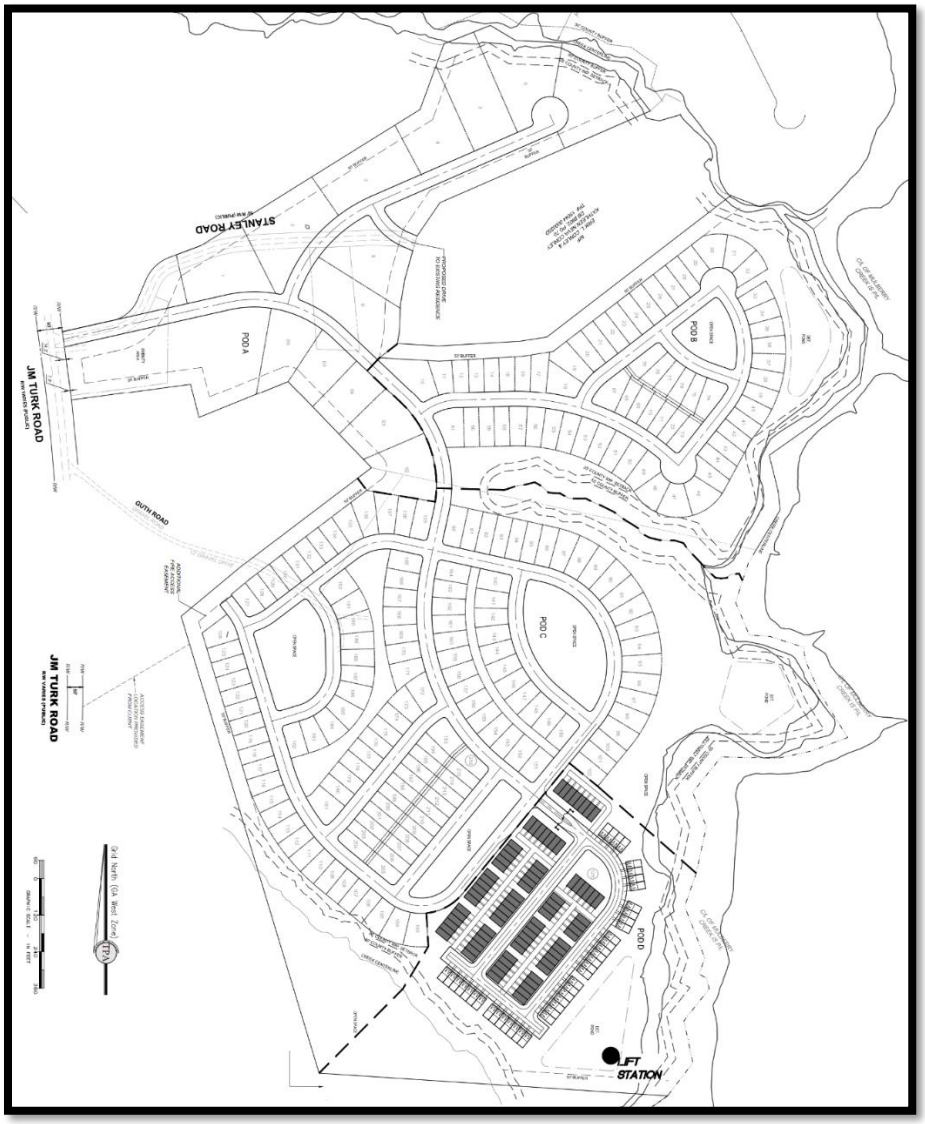

Figure 4 – Site Plan for Proposed Subdivision

Trip Generation

Trip generation is an estimate of the number of entering and exiting vehicular trips that will be generated by the proposed development. The volume of traffic that will be generated by the subdivision was calculated using the equations in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition* (the current edition). ITE Land Use 210 – Single Family Detached Housing was chosen as representative of the detached houses and ITE Land Use 215 – Single Family Attached Housing was chosen for the townhomes. The trip generation is summarized in Table 4.

Table 4 – Proposed Subdivision Trip Generation

Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour		
			In	Out	2-Way	In	Out	2-Way	In	Out	2-Way
Detached Houses	210	216 homes	38	112	150	129	76	205	1,025	1,025	2,050
Townhomes	215	125 homes	15	44	59	42	29	71	451	451	902
Total		*341 homes*	*53*	*156*	*209*	*171*	*105*	*276*	*1,476*	*1,476*	*2,952*

The proposed subdivision will generate 209 trips in the morning peak hour, 276 trips in the evening peak hour, and 2,952 daily trips.

Trip Distribution and Assignment

The trip distribution percentages indicate what proportion of the project's trips will travel to and from various directions. The trip distribution percentages for the subdivision were developed based on the locations and proximity of likely trip origins and destinations including regional employment centers, retail and offices in the area, nearby schools, other regional trip attractors, and the major routes of travel in the area, notably Interstate 985, Spout Springs Road, and SR 53. The new project trips, shown in Table 4, were assigned to the roadway network based on the distribution percentages. The trip distribution percentages and the a.m. and p.m. peak hour trips expected to be generated by the proposed subdivision are shown in Figure 5.

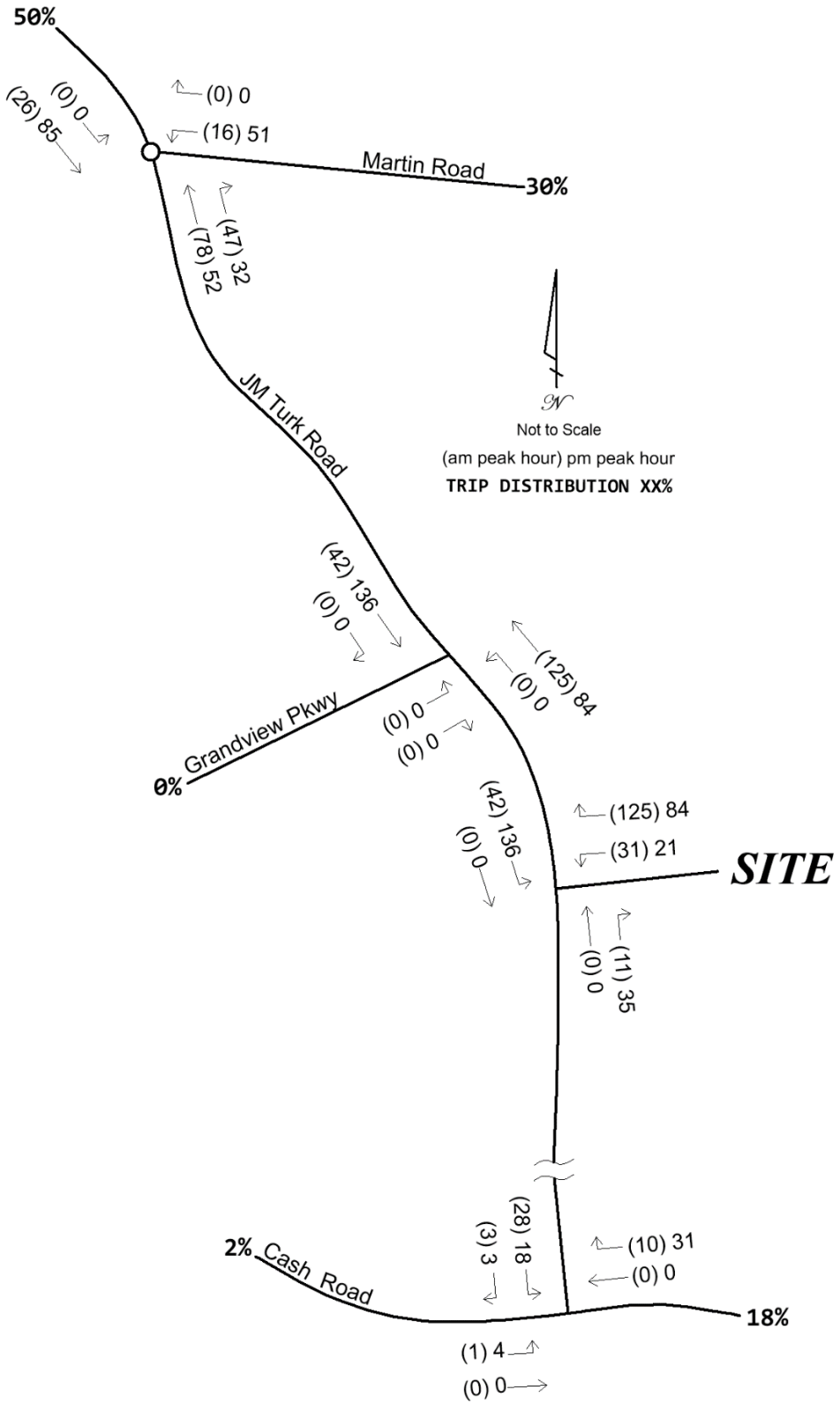

Figure 5 – Weekday A.M. and P.M. Peak Hour Project Trips and Distribution Percentages

Future Traffic Conditions

The future volumes consist of the no-build volumes plus the trips that will be generated by the proposed subdivision. The future volumes are shown in Figure 6.

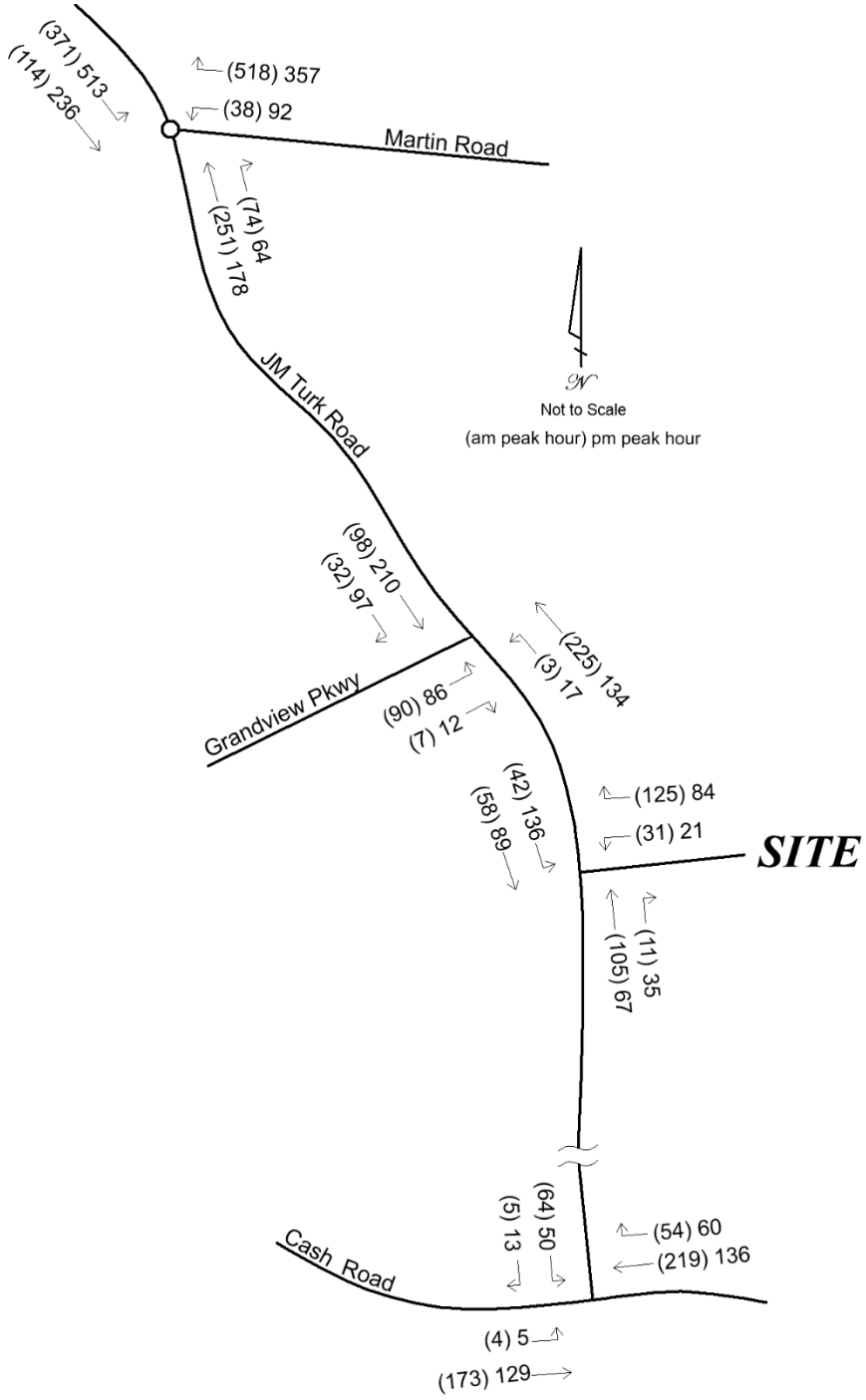

Figure 6 – Future Weekday A.M. and P.M. Peak Hour Volumes

Auxiliary Lane Requirements at Project Access

The Hall County Code was reviewed to determine auxiliary turn lane requirements at the project access on JM Turk Road. Code Section 16.60.290. – Deceleration lanes and left-turn lanes states:

A. Subdivisions with greater than 24 lots will be required to have a deceleration lane constructed in accordance with current Hall County Engineering and Traffic Engineering specifications. The Hall County Traffic Engineer may waive or require the installation of a deceleration lane for subdivisions regardless of lot number based upon traffic and safety considerations.

B. Left-turn lanes will be constructed in accordance with current Hall County Engineering and Traffic Engineering when warranted by the following table:

Table 5 – Hall County Turn Lane Thresholds

Average Daily Traffic (ADT)	Number of Lots (equal to or greater than the following)
>6,000	100
4,001—6,000	125
2,001—4,000	150
1,000—2,000	175
<1,000	200

C. The Hall County Traffic Engineer may waive or require the installation of a left-turn lane, regardless of average daily traffic (ADT) or number of lots, based upon traffic and safety considerations.

D. For those developments that a turn lane is required and the development is proposed in phases, construction of the turn lane is required prior to platting 100 lots or more.

E. Additional right-of-way and/or easements necessary for the installation of decel and/or left-turn lanes will be acquired by and will be the financial responsibility of the developer.

F. A signed and recorded frontage and/or radius encroachment agreement with applicable property owners will be required if any portion of the access extends beyond the development's road frontage.

Based on 341 proposed homes, a northbound right turn lane is required on JM Turk Road at the project access and this study agrees with that requirement.

The counted 24-hour volume on JM Turk Road is 1,416 vehicles, so the number of lots above which a left turn lane is required is 175 lots. The proposed subdivision will include 341 homes with one access. Therefore, a southbound left turn lane will be required at the project access and this study agrees with that requirement.

One entering lane and one exiting lane should be provided in the project access. The exiting approach should be controlled by side street stop sign and accompanying stop bar.

Future Intersection Operations

An operational analysis was performed for the anticipated future project build-out at the study intersections and the project access. Table 6 presents the results of the future analysis. Computer printouts containing detailed results of the future analysis are located in Appendix E. Levels of service and delays are provided for each overall intersection and for each controlled approach or movement. Locations that operate unacceptably (LOS E or LOS F) are presented in bold type.

Table 6 – Future Intersection Operations

Intersection / Approach	A.M. Peak Hour		P.M. Peak Hour	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Martin Road at JM Turk Road (roundabout)	B	10.3	A	10.0
northbound approach	B	11.0	A	9.7
southbound approach	A	8.4	B	11.1
westbound approach	B	12.1	A	8.5
2. JM Turk Road at Grandview Parkway (side street stop sign)	A	2.7	A	2.8
northbound left turn	A	7.6	A	8.0
eastbound approach	B	12.5	B	12.8
3. Cash Road at JM Turk Road (side street stop sign)	A	2.7	A	1.8
southbound approach	B	14.3	B	11.3
eastbound left turn	A	8.0	A	7.8
4. JM Turk Road at Project Access (side street stop sign)	A	5.6	A	5.3
southbound left turn (entering project)	A	7.6	A	7.7
westbound approach (exiting project)	B	10.7	B	10.4

The future analysis with the addition of the proposed subdivision's trips reveals continued acceptable traffic operations and delays at the three study intersections, as well as the project access.

The project civil/site engineer should comply with all applicable design standards including sight distances, driveway spacing, turn lane storage and taper lengths, turn radii, driveway widths, islands, angles with the adjacent roadways, and grades.

Conclusions and Recommendations

This study assesses the traffic impact of a proposed residential subdivision in Hall County. The site is located along the east side of JM Turk Road at Stanley Road and the development will consist of 216 detached single family homes and 125 attached townhomes for a total of 341 homes. The project will be served by one vehicular access on JM Turk Road at the current location of its intersection with Stanley Road. A second access will be provided which will be gated for emergency use only. The following are the findings and recommendations of this study:

1. Existing traffic operations and delays are acceptable at the three study intersections. No mitigation is identified for the existing condition.

2. Traffic volume growth in this area has been positive and modest and this is expected to continue into the future.

3. No programmed or planned roadway improvement projects were identified in this vicinity.

4. With the growth in background traffic volumes, delays will increase moderately in the no-build condition. However, all delays will continue to be acceptable and no mitigation is identified for the no-build condition.

5. The proposed subdivision will generate 209 trips in the morning peak hour, 276 trips in the evening peak hour, and 2,952 daily trips.

6. The future analysis with the addition of the proposed subdivision's trips reveals modest increases in delays at the study intersections. The three study intersections will continue to operate acceptably. Therefore, no off-site mitigation is identified for the future build condition as a result of the proposed subdivision.

7. A northbound right turn lane and a southbound left turn lane are required on JM Turk Road at the project access and this study agrees with those requirements.

8. One entering lane and one exiting lane should be provided in the project access. The exiting approach should be controlled by side street stop sign and accompanying stop bar.

9. The project civil/site engineer should comply with all applicable design standards including sight distances, driveway spacing, turn lane storage and taper lengths, turn radii, driveway widths, islands, angles with the adjacent roadways, and grades.

Appendix A

Traffic Count Data and Volume Worksheets

JM Turk Road Subdivision Traffic Impact Study

Hall County, Georgia

May 2023

Intersection: 1. Martin Road at JM Turk Road

Weekday A.M. Peak Hour	Northbound JM Turk Road			Southbound Martin Road				Westbound Martin Road		
	T	R	Tot	L	T	Tot		L	R	Tot
Counted Volumes (Tuesday, May 16, 2023 7:15-8:15)	**149**	**23**	**172**	**320**	**76**	**396**		**19**	**447**	**466**
Total Annual Background Growth	15.9%	15.9%		15.9%	15.9%			15.9%	15.9%	
2028 No-Build Volumes	**173**	**27**	**199**	**371**	**88**	**459**		**22**	**518**	**540**
Proposed JM Turk Road Subdivision Trips	**78**	**47**	**125**	**0**	**26**	**26**		**16**	**0**	**16**
Build Volumes	**251**	**74**	**324**	**371**	**114**	**485**		**38**	**518**	**556**

Weekday P.M. Peak Hour	Northbound JM Turk Road			Southbound Martin Road				Westbound Martin Road		
	T	R	Tot	L	T	Tot		L	R	Tot
Counted Volumes (Tuesday, May 16, 2023 4:45-5:45)	**109**	**28**	**137**	**443**	**130**	**573**		**35**	**308**	**343**
Total Annual Background Growth	15.9%	15.9%		15.9%	15.9%			15.9%	15.9%	
2028 No-Build Volumes	**126**	**32**	**159**	**513**	**151**	**664**		**41**	**357**	**398**
Proposed JM Turk Road Subdivision Trips	**52**	**32**	**84**	**0**	**85**	**85**		**51**	**0**	**51**
Build Volumes	**178**	**64**	**243**	**513**	**236**	**749**		**92**	**357**	**449**

JM Turk Road Subdivision Traffic Impact Study
Hall County, Georgia

May 2023

Intersection: 2. JM Turk Road at Grandview Parkway

Weekday A.M. Peak Hour	**Northbound JM Turk Road**			**Southbound JM Turk Road**			**Eastbound Grandview Parkway**			
	L	**T**	**Tot**	**T**	**R**	**Tot**	**L**	**R**	**Tot**	
Counted Volumes (Tuesday, May 16, 2023 7:15-8:15)	**3**	**86**	**89**	**48**	**28**	**76**	**78**	**6**	**84**	
Total Annual Background Growth	15.9%	15.9%		15.9%	15.9%		15.9%	15.9%		
2028 No-Build Volumes	**3**	**100**	**103**	**56**	**32**	**88**	**90**	**7**	**97**	
Proposed JM Turk Road Subdivision Trips	**0**	**125**	**125**	**42**	**0**	**42**	**0**	**0**	**0**	
Build Volumes	**3**	**225**	**228**	**98**	**32**	**130**	**90**	**7**	**97**	

Weekday P.M. Peak Hour	**Northbound JM Turk Road**			**Southbound JM Turk Road**			**Eastbound Grandview Parkway**			
	L	**T**	**Tot**	**T**	**R**	**Tot**	**L**	**R**	**Tot**	
Counted Volumes (Tuesday, May 16, 2023 4:45-5:45)	**15**	**43**	**58**	**64**	**84**	**148**	**74**	**10**	**84**	
Total Annual Background Growth	15.9%	15.9%		15.9%	15.9%		15.9%	15.9%		
2028 No-Build Volumes	**17**	**50**	**67**	**74**	**97**	**172**	**86**	**12**	**97**	
Proposed JM Turk Road Subdivision Trips	**0**	**84**	**84**	**136**	**0**	**136**	**0**	**0**	**0**	
Build Volumes	**17**	**134**	**151**	**210**	**97**	**308**	**86**	**12**	**97**	

JM Turk Road Subdivision Traffic Impact Study
Hall County, Georgia

May 2023

Intersection: 3. Cash Road at JM Turk Road

Weekday A.M. Peak Hour		**Southbound JM Turk Road**			**Eastbound Cash Road**			**Westbound Cash Road**		
		L	**R**	**Tot**	**L**	**T**	**Tot**	**T**	**R**	**Tot**
Counted Volumes (Tuesday, May 16, 2023 7:15-8:15)		**31**	**2**	**33**	**3**	**149**	**152**	**189**	**38**	**227**
Total Annual Background Growth		15.9%	15.9%		15.9%	15.9%		15.9%	15.9%	
2028 No-Build Volumes		**36**	**2**	**38**	**3**	**173**	**176**	**219**	**44**	**263**
Proposed JM Turk Road Subdivision Trips		**28**	**3**	**31**	**1**	**0**	**1**	**0**	**10**	**10**
Build Volumes		**64**	**5**	**69**	**4**	**173**	**177**	**219**	**54**	**273**

Weekday P.M. Peak Hour		**Southbound JM Turk Road**			**Eastbound Cash Road**			**Westbound Cash Road**		
		L	**R**	**Tot**	**L**	**T**	**Tot**	**T**	**R**	**Tot**
Counted Volumes (Tuesday, May 16, 2023 5:00-6:00)		**28**	**9**	**37**	**1**	**111**	**112**	**117**	**25**	**142**
Total Annual Background Growth		15.9%	15.9%		15.9%	15.9%		15.9%	15.9%	
2028 No-Build Volumes		**32**	**10**	**43**	**1**	**129**	**130**	**136**	**29**	**165**
Proposed JM Turk Road Subdivision Trips		**18**	**3**	**21**	**4**	**0**	**4**	**0**	**31**	**31**
Build Volumes		**50**	**13**	**64**	**5**	**129**	**134**	**136**	**60**	**196**

JM Turk Road Subdivision Traffic Impact Study
Hall County, Georgia

May 2023

Intersection: 4. JM Turk Road at Project Access

Weekday A.M. Peak Hour	Northbound JM Turk Road			Southbound JM Turk Road				Westbound Project Access		
	T	R	Tot	L	T	Tot		L	R	Tot
Counted Volumes (Tuesday, May 16, 2023 7:00-8:00)	**91**		**91**		**50**	**50**				
Total Annual Background Growth	15.9%				15.9%					
2028 No-Build Volumes	**105**		**105**		**58**	**58**				
Proposed JM Turk Road Subdivision Trips	**0**	**11**	**11**	**42**	**0**	**42**		**31**	**125**	**156**
Build Volumes	**105**	**11**	**116**	**42**	**58**	**100**		**31**	**125**	**156**

Weekday P.M. Peak Hour	Northbound JM Turk Road			Southbound JM Turk Road				Westbound Project Access		
	T	R	Tot	L	T	Tot		L	R	Tot
Counted Volumes (Tuesday, May 16, 2023 4:45-5:45)	**58**		**58**		**77**	**77**				
Total Annual Background Growth	15.9%				15.9%					
2028 No-Build Volumes	**67**		**67**		**89**	**89**				
Proposed JM Turk Road Subdivision Trips	**0**	**35**	**35**	**136**	**0**	**136**		**21**	**84**	**105**
Build Volumes	**67**	**35**	**102**	**136**	**89**	**225**		**21**	**84**	**105**

JM Turk Road at project access location **Tuesday, May 16, 2023**
Peak Hour Calculation

	NB		SB		2-Way	
Begin Time	**15 min**	**Hourly**	**15 min**	**Hourly**	**15 min**	**Hourly**
7:00 AM	21		10		31	
7:15 AM	21		13		34	
7:30 AM	20		16		36	
7:45 AM	***29***	***91***	***11***	***50***	***40***	***141***
8:00 AM	14	84	15	55	29	139
8:15 AM	24	87	5	47	29	134
8:30 AM	8	75	6	37	14	112
8:45 AM	13	59	8	34	21	93
4:00 PM	13		25		38	
4:15 PM	12		22		34	
4:30 PM	14		13		27	
4:45 PM	11	50	19	79	30	129
5:00 PM	9	46	20	74	29	120
5:15 PM	18	52	19	71	37	123
5:30 PM	***20***	***58***	***19***	***77***	***39***	***135***
5:45 PM	8	55	16	74	24	129
6:00 PM	7	53	22	76	29	129
6:15 PM	14	49	17	74	31	123
24-Hour	**692**		**724**		**1416**	

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TMC Data
Martin Rd @ J M Turk Rd (Roundabout)
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 47830001
Site Code : 47830001
Start Date : 5/16/2023
Page No : 1

Groups Printed- Cars, Buses and Trucks

	J M Turk Rd Northbound					Martin Rd Southbound					Eastbound					Martin Rd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	0	33	2	0	35	58	7	0	0	65	0	0	0	0	0	5	0	94	0	99	199
07:15 AM	0	38	5	0	43	95	17	0	0	112	0	0	0	0	0	6	0	93	0	99	254
07:30 AM	0	37	2	0	39	110	25	0	0	135	0	0	0	0	0	4	0	109	0	113	287
07:45 AM	0	40	9	0	49	59	17	0	0	76	0	0	0	0	0	7	0	120	0	127	252
Total	0	148	18	0	166	322	66	0	0	388	0	0	0	0	0	22	0	416	0	438	992
08:00 AM	0	34	7	0	41	56	17	0	0	73	0	0	0	0	0	2	0	125	0	127	241
08:15 AM	0	28	6	0	34	54	15	0	0	69	0	0	0	0	0	3	0	75	0	78	181
08:30 AM	0	15	7	0	22	61	17	0	0	78	0	0	0	0	0	6	0	77	0	83	183
08:45 AM	0	18	2	0	20	35	27	0	0	62	0	0	0	0	0	7	0	72	0	79	161
Total	0	95	22	0	117	206	76	0	0	282	0	0	0	0	0	18	0	349	0	367	766
*** BREAK ***																					
04:00 PM	0	16	5	0	21	116	33	0	0	149	0	0	0	0	0	6	0	55	0	61	231
04:15 PM	0	13	5	0	18	125	35	0	0	160	0	0	0	0	0	3	0	82	0	85	263
04:30 PM	0	16	2	0	18	114	29	0	0	143	0	0	0	0	0	13	0	72	0	85	246
04:45 PM	0	20	8	0	28	115	28	0	0	143	0	0	0	0	0	10	0	77	0	87	258
Total	0	65	20	0	85	470	125	0	0	595	0	0	0	0	0	32	0	286	0	318	998
05:00 PM	0	27	6	0	33	112	34	0	0	146	0	0	0	0	0	9	0	75	0	84	263
05:15 PM	0	36	8	0	44	101	37	0	0	138	0	0	0	0	0	8	0	73	0	81	263
05:30 PM	0	26	6	0	32	115	31	0	0	146	0	0	0	0	0	8	0	83	0	91	269
05:45 PM	0	16	2	0	18	107	34	0	0	141	0	0	0	0	0	6	0	75	0	81	240
Total	0	105	22	0	127	435	136	0	0	571	0	0	0	0	0	31	0	306	0	337	1035
Grand Total	0	413	82	0	495	1433	403	0	0	1836	0	0	0	0	0	103	0	1357	0	1460	3791
Apprch %	0	83.4	16.6	0		78.1	21.9	0	0		0	0	0	0		7.1	0	92.9	0		
Total %	0	10.9	2.2	0	13.1	37.8	10.6	0	0	48.4	0	0	0	0	0	2.7	0	35.8	0	38.5	

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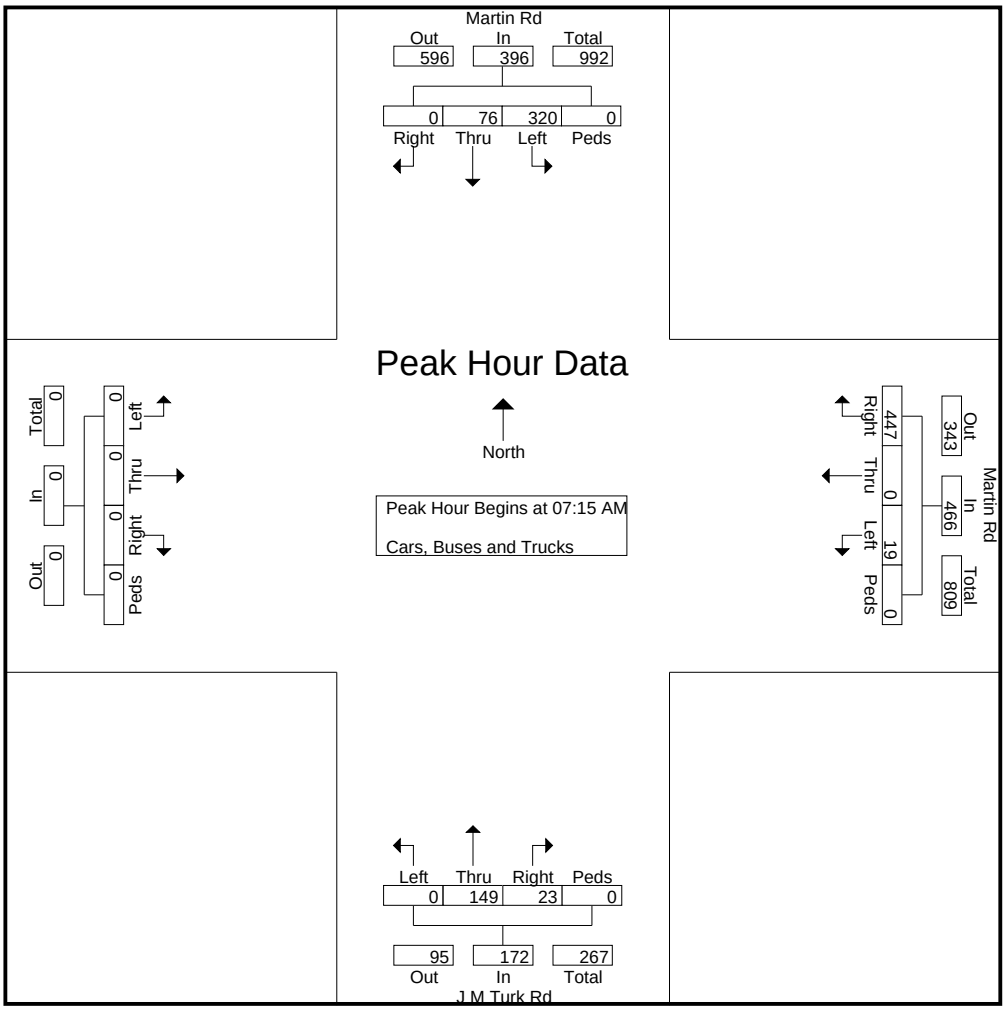
TMC Data
Martin Rd @ J M Turk Rd (Roundabout)
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 47830001
Site Code : 47830001
Start Date : 5/16/2023

	J M Turk Rd Northbound					Martin Rd Southbound					Eastbound					Martin Rd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	0	38	5	0	43	95	17	0	0	112	0	0	0	0	0	6	0	93	0	99	254
07:30 AM	0	37	2	0	39	**110**	**25**	0	0	**135**	0	0	0	0	0	4	0	109	0	113	**287**
07:45 AM	0	**40**	**9**	0	**49**	59	17	0	0	76	0	0	0	0	0	**7**	0	120	0	**127**	252
08:00 AM	0	34	7	0	41	56	17	0	0	73	0	0	0	0	0	2	0	**125**	0	127	241
Total Volume	0	149	23	0	172	320	76	0	0	396	0	0	0	0	0	19	0	447	0	466	1034
% App. Total		86.6	13.4			80.8	19.2											95.9			
PHF	.000	.931	.639	.000	.878	.727	.760	.000	.000	.733	.000	.000	.000	.000	.000	.679	.000	.894	.000	.917	.901



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Martin Rd @ J M Turk Rd (Roundabout)
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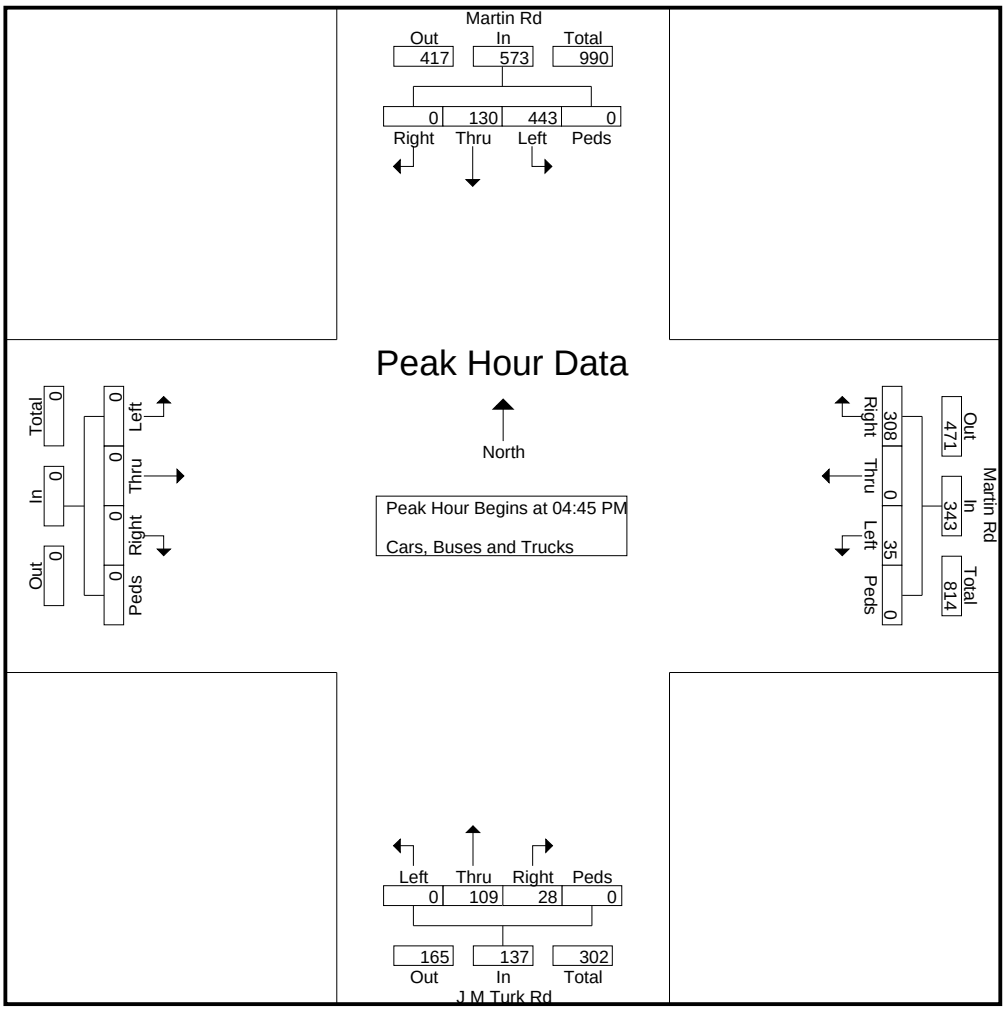
7-9 AM | 4-6 PM

File Name : 47830001
Site Code : 47830001
Start Date : 5/16/2023
Page No : 3

	J M Turk Rd Northbound					Martin Rd Southbound					Eastbound					Martin Rd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					
04:45 PM	0	20	**8**	0	28	**115**	28	0	0	143	0	0	0	0	0	**10**	0	77	0	87	258
05:00 PM	0	27	6	0	33	112	34	0	0	**146**	0	0	0	0	0	9	0	75	0	84	263
05:15 PM	0	**36**	8	0	**44**	101	**37**	0	0	138	0	0	0	0	0	8	0	73	0	81	263
05:30 PM	0	26	6	0	32	115	31	0	0	146	0	0	0	0	0	8	0	**83**	0	**91**	**269**
Total Volume	0	109	28	0	137	443	130	0	0	573	0	0	0	0	0	35	0	308	0	343	1053
% App. Total		79.6	20.4			77.3	22.7									10.2		89.8			
PHF	.000	.757	.875	.000	.778	.963	.878	.000	.000	.981	.000	.000	.000	.000	.000	.875	.000	.928	.000	.942	.979



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TMC Data
J M Turk Rd @ Grandview Pkwy
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 47830002
Site Code : 47830002
Start Date : 5/16/2023
Page No : 1

Groups Printed- Cars, Buses and Trucks

	J M Turk Rd Northbound					J M Turk Rd Southbound					Grandview Pkwy Eastbound					Private Drwy Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	0	18	0	0	18	0	6	3	0	9	17	0	5	0	22	0	0	0	0	0	49
07:15 AM	2	21	0	0	23	0	11	4	0	15	16	0	0	0	16	0	0	0	0	0	54
07:30 AM	1	21	0	0	22	0	15	10	0	25	23	0	4	0	27	0	0	0	0	0	74
07:45 AM	0	28	0	0	28	0	8	8	0	16	19	0	1	0	20	0	0	0	0	0	64
Total	3	88	0	0	91	0	40	25	0	65	75	0	10	0	85	0	0	0	0	0	241
08:00 AM	0	16	0	0	16	0	14	6	0	20	20	0	1	0	21	0	0	0	0	0	57
08:15 AM	4	21	0	0	25	0	3	7	0	10	11	0	2	0	13	0	0	0	0	0	48
08:30 AM	0	8	0	0	8	0	5	9	0	14	8	0	2	0	10	0	0	0	0	0	32
08:45 AM	1	13	0	0	14	0	6	5	0	11	7	0	1	0	8	0	0	1	0	1	34
Total	5	58	0	0	63	0	28	27	0	55	46	0	6	0	52	0	0	1	0	1	171
*** BREAK ***																					
04:00 PM	2	12	0	0	14	0	22	17	0	39	9	0	2	0	11	0	0	0	0	0	64
04:15 PM	2	7	0	0	9	0	18	17	0	35	8	0	4	0	12	1	0	0	0	1	57
04:30 PM	6	9	0	0	15	0	14	18	0	32	9	0	1	0	10	0	0	0	0	0	57
04:45 PM	1	10	0	0	11	0	13	27	0	40	14	0	2	0	16	0	0	0	0	0	67
Total	11	38	0	0	49	0	67	79	0	146	40	0	9	0	49	1	0	0	0	1	245
05:00 PM	5	8	0	0	13	0	21	21	0	42	19	0	2	0	21	0	0	0	0	0	76
05:15 PM	3	14	0	0	17	0	17	20	0	37	26	0	2	0	28	0	0	0	0	0	82
05:30 PM	6	11	0	0	17	1	13	16	0	30	15	0	4	0	19	0	0	0	0	0	66
05:45 PM	0	6	0	0	6	0	12	15	0	27	14	0	4	0	18	0	0	0	0	0	51
Total	14	39	0	0	53	1	63	72	0	136	74	0	12	0	86	0	0	0	0	0	275
Grand Total	33	223	0	0	256	1	198	203	0	402	235	0	37	0	272	1	0	1	0	2	932
Apprch %	12.9	87.1	0	0		0.2	49.3	50.5	0		86.4	0	13.6	0		50	0	50	0		
Total %	3.5	23.9	0	0	27.5	0.1	21.2	21.8	0	43.1	25.2	0	4	0	29.2	0.1	0	0.1	0	0.2	

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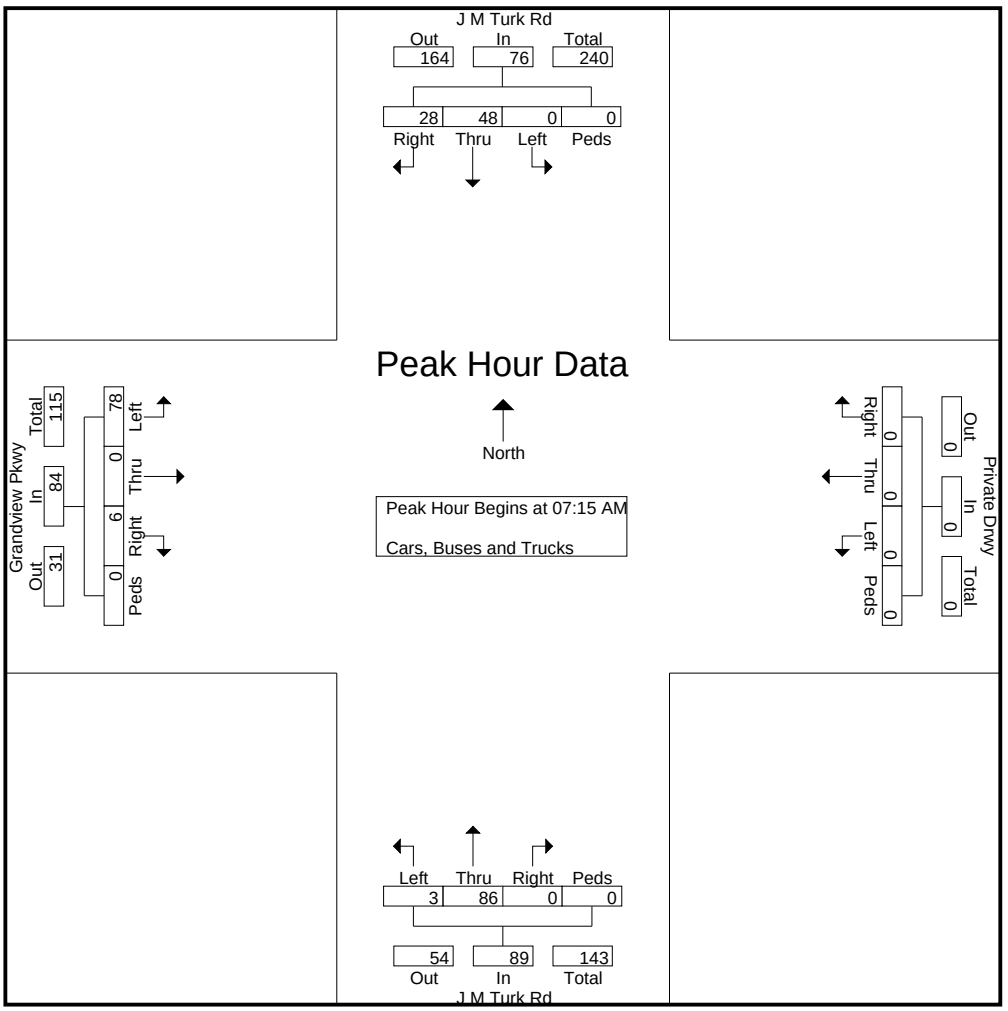
TMC Data
J M Turk Rd @ Grandview Pkwy
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 47830002
Site Code : 47830002
Start Date : 5/16/2023

	J M Turk Rd Northbound					J M Turk Rd Southbound					Grandview Pkwy Eastbound					Private Drwy Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	**2**	21	0	0	23	0	11	4	0	15	16	0	0	0	16	0	0	0	0	0	54
07:30 AM	1	21	0	0	22	0	**15**	**10**	0	**25**	**23**	0	**4**	0	**27**	0	0	0	0	0	**74**
07:45 AM	0	**28**	0	0	**28**	0	8	8	0	16	19	0	1	0	20	0	0	0	0	0	64
08:00 AM	0	16	0	0	16	0	14	6	0	20	20	0	1	0	21	0	0	0	0	0	57
Total Volume	3	86	0	0	89	0	48	28	0	76	78	0	6	0	84	0	0	0	0	0	249
% App. Total		96.6					63.2	36.8			92.9										
PHF	.375	.768	.000	.000	.795	.000	.800	.700	.000	.760	.848	.000	.375	.000	.778	.000	.000	.000	.000	.000	.841



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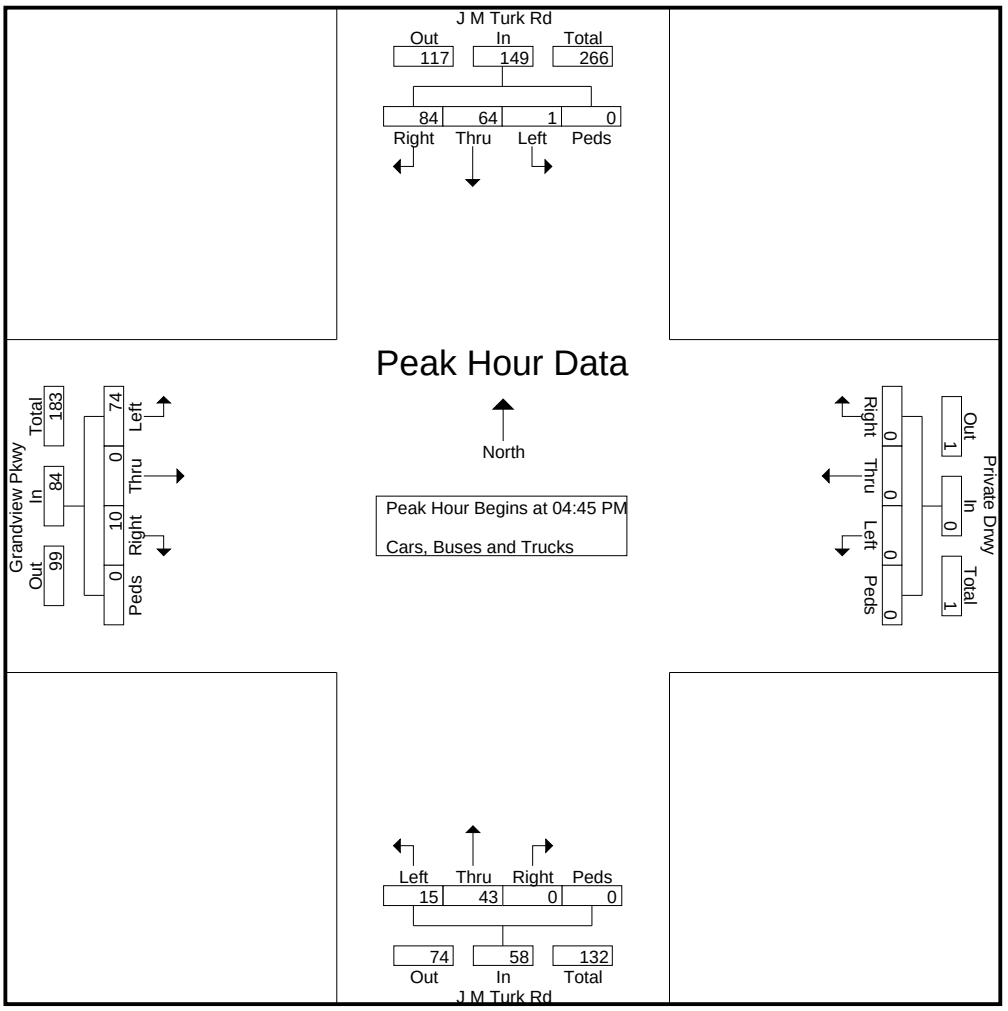
TMC Data
J M Turk Rd @ Grandview Pkwy
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 47830002
Site Code : 47830002
Start Date : 5/16/2023
Page No : 3

	J M Turk Rd Northbound					J M Turk Rd Southbound					Grandview Pkwy Eastbound					Private Drwy Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					
04:45 PM	1	10	0	0	11	0	13	**27**	0	40	14	0	2	0	16	0	0	0	0	0	67
05:00 PM	5	8	0	0	13	0	**21**	21	0	**42**	19	0	2	0	21	0	0	0	0	0	76
05:15 PM	3	**14**	0	0	**17**	0	17	20	0	37	**26**	0	2	0	**28**	0	0	0	0	0	**82**
05:30 PM	**6**	11	0	0	17	**1**	13	16	0	30	15	0	**4**	0	19	0	0	0	0	0	66
Total Volume	15	43	0	0	58	1	64	84	0	149	74	0	10	0	84	0	0	0	0	0	291
% App. Total	25.9	74.1						56.4			88.1		11.9								
PHF	.625	.768	.000	.000	.853	.250	.762	.778	.000	.887	.712	.000	.625	.000	.750	.000	.000	.000	.000	.000	.887



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TMC Data
J M Turk Rd @ Cash Rd
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 47830003
Site Code : 47830003
Start Date : 5/16/2023
Page No : 1

Groups Printed- Cars, Buses and Trucks

	Northbound					J M Turk Rd Southbound					Cash Rd Eastbound					Cash Rd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	0	0	0	0	0	4	0	0	0	4	1	22	0	0	23	0	15	9	0	24	51
07:15 AM	0	0	0	0	0	5	0	1	0	6	1	46	0	0	47	0	34	13	0	47	100
07:30 AM	0	0	0	0	0	14	0	1	0	15	1	48	0	0	49	0	56	14	0	70	134
07:45 AM	0	0	0	0	0	8	0	0	0	8	1	28	0	0	29	0	45	7	0	52	89
Total	0	0	0	0	0	31	0	2	0	33	4	144	0	0	148	0	150	43	0	193	374
08:00 AM	0	0	0	0	0	4	0	0	0	4	0	27	0	0	27	0	54	4	0	58	89
08:15 AM	0	0	0	0	0	5	0	0	0	5	1	34	0	0	35	0	32	11	0	43	83
08:30 AM	0	0	0	0	0	1	0	0	0	1	0	15	0	0	15	0	12	0	0	12	28
08:45 AM	0	0	0	0	0	5	0	1	0	6	4	14	0	0	18	0	17	6	0	23	47
Total	0	0	0	0	0	15	0	1	0	16	5	90	0	0	95	0	115	21	0	136	247
*** BREAK ***																					
04:00 PM	0	0	0	0	0	15	0	0	0	15	2	27	0	0	29	0	34	5	0	39	83
04:15 PM	0	0	0	0	0	9	0	1	0	10	0	23	0	0	23	0	25	5	0	30	63
04:30 PM	0	0	0	0	0	5	0	1	0	6	2	24	0	0	26	0	16	7	0	23	55
04:45 PM	0	0	0	0	0	7	0	4	0	11	0	17	0	0	17	0	26	9	0	35	63
Total	0	0	0	0	0	36	0	6	0	42	4	91	0	0	95	0	101	26	0	127	264
05:00 PM	0	0	0	0	0	5	0	2	0	7	0	31	0	0	31	0	25	5	0	30	68
05:15 PM	0	0	0	0	0	8	0	3	0	11	0	36	0	0	36	0	28	5	0	33	80
05:30 PM	0	0	0	0	0	8	0	2	0	10	0	22	0	0	22	0	37	9	0	46	78
05:45 PM	0	0	0	0	0	7	0	2	0	9	1	22	0	0	23	0	27	6	0	33	65
Total	0	0	0	0	0	28	0	9	0	37	1	111	0	0	112	0	117	25	0	142	291
Grand Total	0	0	0	0	0	110	0	18	0	128	14	436	0	0	450	0	483	115	0	598	1176
Apprch %	0	0	0	0		85.9	0	14.1	0		3.1	96.9	0	0		0	80.8	19.2	0		
Total %	0	0	0	0	0	9.4	0	1.5	0	10.9	1.2	37.1	0	0	38.3	0	41.1	9.8	0	50.9	

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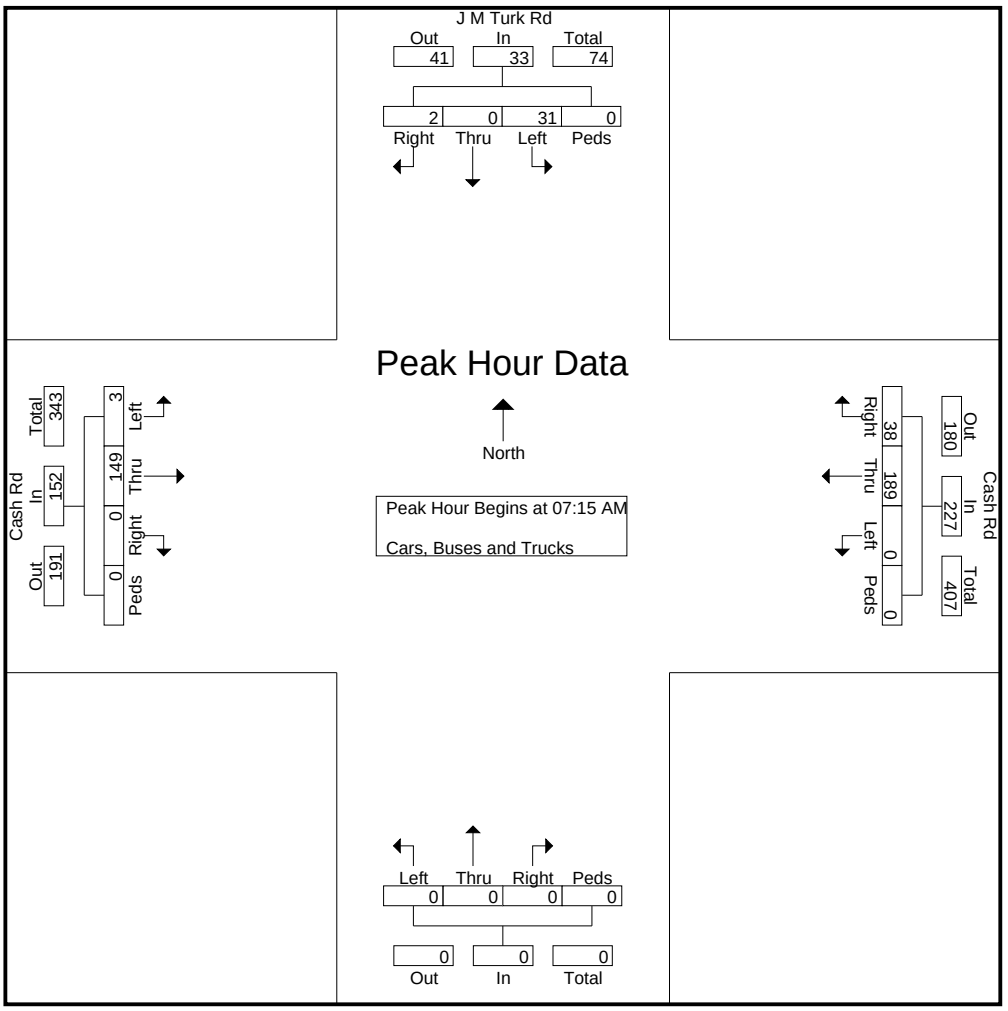
TMC Data
J M Turk Rd @ Cash Rd
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 47830003
Site Code : 47830003
Start Date : 5/16/2023

	Northbound					J M Turk Rd Southbound					Cash Rd Eastbound					Cash Rd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	0	0	0	0	0	5	0	**1**	0	6	**1**	46	0	0	47	0	34	13	0	47	100
07:30 AM	0	0	0	0	0	**14**	0	1	0	**15**	1	**48**	0	0	**49**	0	**56**	**14**	0	**70**	**134**
07:45 AM	0	0	0	0	0	8	0	0	0	8	1	28	0	0	29	0	45	7	0	52	89
08:00 AM	0	0	0	0	0	4	0	0	0	4	0	27	0	0	27	0	54	4	0	58	89
Total Volume	0	0	0	0	0	31	0	2	0	33	3	149	0	0	152	0	189	38	0	227	412
% App. Total						93.9											83.3	16.7			
PHF	.000	.000	.000	.000	.000	.554	.000	.500	.000	.550	.750	.776	.000	.000	.776	.000	.844	.679	.000	.811	.769



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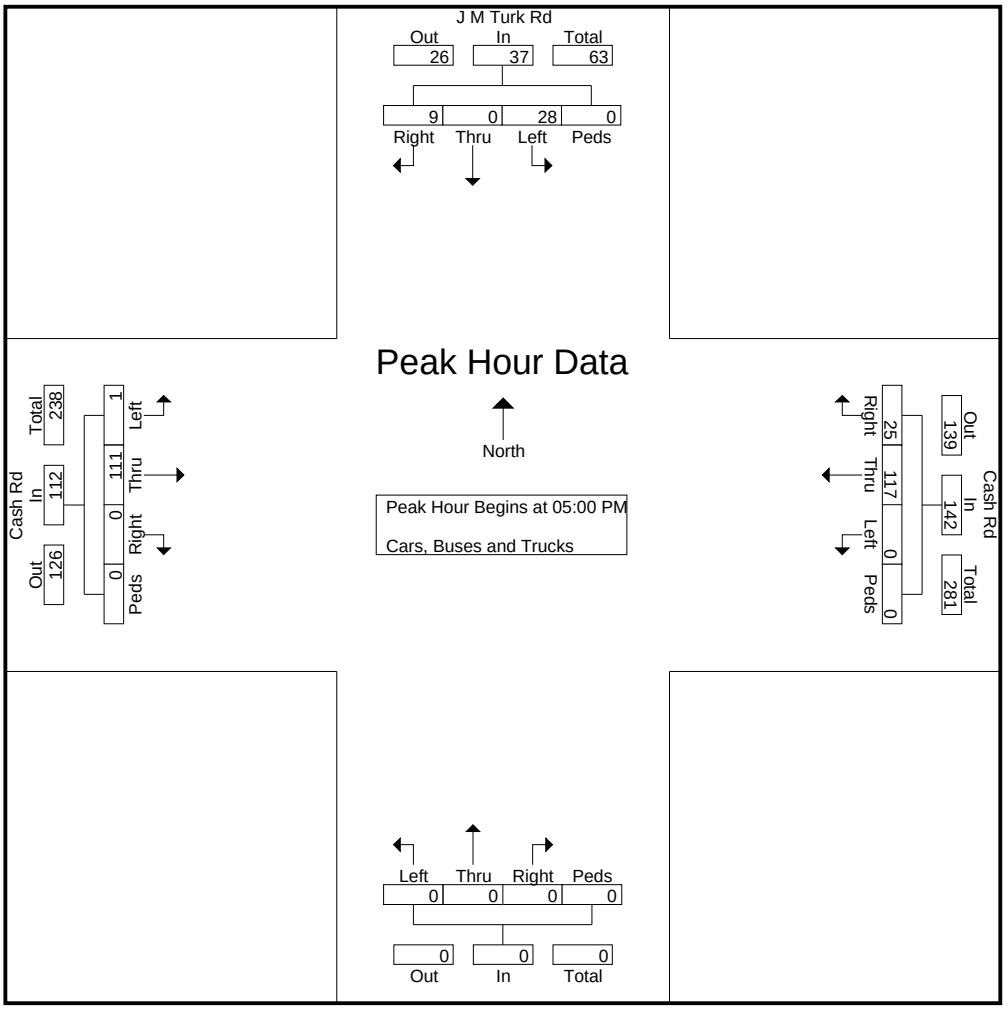
TMC Data
J M Turk Rd @ Cash Rd
Flowery Branch, GA
7-9 AM | 4-6 PM

File Name : 47830003
Site Code : 47830003
Start Date : 5/16/2023
Page No : 3

	Northbound					J M Turk Rd Southbound					Cash Rd Eastbound					Cash Rd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 05:00 PM																					
05:00 PM	0	0	0	0	0	5	0	2	0	7	0	31	0	0	31	0	25	5	0	30	68
05:15 PM	0	0	0	0	0	**8**	0	**3**	0	**11**	0	**36**	0	0	**36**	0	28	5	0	33	**80**
05:30 PM	0	0	0	0	0	8	0	2	0	10	0	22	0	0	22	0	**37**	**9**	0	**46**	78
05:45 PM	0	0	0	0	0	7	0	2	0	9	**1**	22	0	0	23	0	27	6	0	33	65
Total Volume	0	0	0	0	0	28	0	9	0	37	1	111	0	0	112	0	117	25	0	142	291
% App. Total						75.7		24.3				99.1					82.4	17.6			
PHF	.000	.000	.000	.000	.000	.875	.000	.750	.000	.841	.250	.771	.000	.000	.778	.000	.791	.694	.000	.772	.909



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ADT Data

Site Code: 47830101
J M Turk Rd south of Grandview Pkwy
Flowery Branch, GA

Start Time	16-May-23 Tue	Northbound Morning	Northbound Afternoon	Hour Totals Morning	Hour Totals Afternoon	Southbound Morning	Southbound Afternoon	Hour Totals Morning	Hour Totals Afternoon	Combined Totals Morning	Combined Totals Afternoon
12:00		0	6			0	11				
12:15		1	9			0	14				
12:30		0	10			0	6				
12:45		0	10	1	35	0	7	0	38	1	73
01:00		0	14			2	16				
01:15		0	12			0	6				
01:30		0	7			0	5				
01:45		0	9	0	42	0	8	2	35	2	77
02:00		0	7			0	16				
02:15		0	10			0	16				
02:30		0	17			2	16				
02:45		1	14	1	48	1	12	3	60	4	108
03:00		0	6			0	17				
03:15		0	10			0	14				
03:30		0	19			0	18				
03:45		2	16	2	51	0	26	0	75	2	126
04:00		0	13			0	25				
04:15		1	12			0	22				
04:30		2	14			1	13				
04:45		1	11	4	50	2	19	3	79	7	129
05:00		3	9			1	20				
05:15		2	18			0	19				
05:30		2	20			2	19				
05:45		8	8	15	55	1	16	4	74	19	129
06:00		2	7			3	22				
06:15		4	14			1	17				
06:30		10	6			2	14				
06:45		22	7	38	34	1	8	7	61	45	95
07:00		21	11			10	16				
07:15		21	11			13	8				
07:30		20	10			16	4				
07:45		29	6	91	38	11	7	50	35	141	73
08:00		14	3			15	7				
08:15		24	2			5	10				
08:30		8	4			6	5				
08:45		13	5	59	14	8	7	34	29	93	43
09:00		9	5			10	7				
09:15		15	2			6	5				
09:30		11	3			9	4				
09:45		13	2	48	12	9	3	34	19	82	31
10:00		4	1			6	4				
10:15		8	1			11	2				
10:30		9	2			11	1				
10:45		5	0	26	4	10	2	38	9	64	13
11:00		2	1			8	0				
11:15		8	1			10	4				
11:30		3	0			9	0				
11:45		7	2	20	4	3	1	30	5	50	9
Total		305	387			205	519			510	906
Percent		44.1%	55.9%			28.3%	71.7%			36.0%	64.0%
Grand Total		305	387			205	519			510	906
Percent		44.1%	55.9%			28.3%	71.7%			36.0%	64.0%
ADT		ADT 1,416		AADT 1,416							

Appendix B

Intersection Analysis Methodology

Intersection Analysis Methodology

The methodology used for evaluating traffic operations at intersections is presented in the Transportation Research Board's *Highway Capacity Manual*, 2016 edition (HCM 6). Synchro 10 software, which emulates the HCM 6 methodology, was used for all analyses. The following is an overview of the methodology employed for the analysis of signalized intersections and roundabouts and stop-sign controlled (unsignalized) intersections. Levels of service (LOS) are assigned letters A through F. LOS A indicates operations with very low control delay while LOS F describes operations with high control delay. LOS F is considered to be unacceptable by most drivers, while LOS E is typically considered to be the limit of acceptable delay.

Signalized Intersections and Roundabouts – Level of service for a signalized intersection and a roundabout is defined in terms of control delay per vehicle. For signalized intersections and roundabouts, a composite intersection level of service is determined. The thresholds for each level of service are higher for signalized intersections and roundabouts than for unsignalized intersections. This is attributable to a variety of factors including expectation and acceptance of higher delays at signals/roundabouts, and the fact that drivers can relax when waiting at a signal as opposed to having to remain attentive as they proceed through the unsignalized intersection. The level of service criteria for signalized intersections and roundabouts are shown in Table A.

Table A – Level of Service Criteria for Signalized Intersections and Roundabouts

Control Delay (s/veh)	LOS
≤ 10	A
> 10 and ≤ 20	B
> 20 and ≤ 35	C
> 35 and ≤ 55	D
> 55 and ≤ 80	E
> 80	F

Source: Highway Capacity Manual 6

Unsignalized Intersections – Level of service for an unsignalized intersection is defined in terms of control delay per vehicle. Control delay is that portion of delay attributable to the control device and includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. The delays at unsignalized intersections are based on gap acceptance theory, factoring in availability of gaps, usefulness of the gaps, and the priority of right-of-way given to each traffic stream. The level of service criteria for unsignalized intersections are presented in Table B.

Table B – Level of Service Criteria for Unsignalized Intersections

Control Delay (s/veh)	LOS
0 – 10	A
> 10 and ≤ 15	B
> 15 and ≤ 25	C
> 25 and ≤ 35	D
> 35 and ≤ 50	E
> 50	F

Source: Highway Capacity Manual 6

Appendix C

Existing Intersection Operational Analysis

Intersection	
Intersection Delay, s/veh	7.3
Intersection LOS	A

Approach	WB	NB	SB
Entry Lanes	1	1	1
Conflicting Circle Lanes	1	1	1
Adj Approach Flow, veh/h	507	195	542
Demand Flow Rate, veh/h	523	201	558
Vehicles Circulating, veh/h	174	451	22
Vehicles Exiting, veh/h	478	129	675
Ped Vol Crossing Leg, #/h	0	0	0
Ped Cap Adj	1.000	1.000	1.000
Approach Delay, s/veh	8.1	6.7	6.7
Approach LOS	A	A	A

Lane	Left	Left	Left
Designated Moves	LR	TR	LT
Assumed Moves	LR	TR	LT
RT Channelized			
Lane Util	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976
Entry Flow, veh/h	523	201	558
Cap Entry Lane, veh/h	1155	871	1349
Entry HV Adj Factor	0.969	0.970	0.971
Flow Entry, veh/h	507	195	542
Cap Entry, veh/h	1120	845	1310
V/C Ratio	0.453	0.231	0.414
Control Delay, s/veh	8.1	6.7	6.7
LOS	A	A	A
95th %tile Queue, veh	2	1	2

Intersection	
Int Delay, s/veh	3.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	78	6	3	86	48	28
Future Vol, veh/h	78	6	3	86	48	28
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	-	-	-	-	180
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	78	78	80	80	76	76
Heavy Vehicles, %	2	2	2	3	3	2
Mvmt Flow	100	8	4	108	63	37

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	179	63	100	0	-	0
Stage 1	63	-	-	-	-	-
Stage 2	116	-	-	-	-	-
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	811	1002	1493	-	-	-
Stage 1	960	-	-	-	-	-
Stage 2	909	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	809	1002	1493	-	-	-
Mov Cap-2 Maneuver	809	-	-	-	-	-
Stage 1	957	-	-	-	-	-
Stage 2	909	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.1	0.3	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1493	-	820	-	-
HCM Lane V/C Ratio	0.003	-	0.131	-	-
HCM Control Delay (s)	7.4	0	10.1	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.5	-	-

Intersection	
Int Delay, s/veh	1.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	3	149	189	38	31	2
Future Vol, veh/h	3	149	189	38	31	2
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	78	78	81	81	55	55
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	4	191	233	47	56	4

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	280	0	-	0	456	257
Stage 1	-	-	-	-	257	-
Stage 2	-	-	-	-	199	-
Critical Hdwy	4.13	-	-	-	6.43	6.23
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	2.227	-	-	-	3.527	3.327
Pot Cap-1 Maneuver	1277	-	-	-	561	779
Stage 1	-	-	-	-	784	-
Stage 2	-	-	-	-	832	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1277	-	-	-	559	779
Mov Cap-2 Maneuver	-	-	-	-	559	-
Stage 1	-	-	-	-	781	-
Stage 2	-	-	-	-	832	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	12.1
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1277	-	-	-	569
HCM Lane V/C Ratio	0.003	-	-	-	0.105
HCM Control Delay (s)	7.8	0	-	-	12.1
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.4

Intersection	
Intersection Delay, s/veh	6.8
Intersection LOS	A

Approach	WB	NB	SB
Entry Lanes	1	1	1
Conflicting Circle Lanes	1	1	1
Adj Approach Flow, veh/h	365	176	585
Demand Flow Rate, veh/h	376	181	603
Vehicles Circulating, veh/h	144	466	38
Vehicles Exiting, veh/h	503	175	482
Ped Vol Crossing Leg, #/h	0	0	0
Ped Cap Adj	1.000	1.000	1.000
Approach Delay, s/veh	6.1	6.5	7.4
Approach LOS	A	A	A

Lane	Left	Left	Left
Designated Moves	LR	TR	LT
Assumed Moves	LR	TR	LT
RT Channelized			
Lane Util	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976
Entry Flow, veh/h	376	181	603
Cap Entry Lane, veh/h	1191	858	1327
Entry HV Adj Factor	0.971	0.971	0.970
Flow Entry, veh/h	365	176	585
Cap Entry, veh/h	1157	833	1288
V/C Ratio	0.316	0.211	0.454
Control Delay, s/veh	6.1	6.5	7.4
LOS	A	A	A
95th %tile Queue, veh	1	1	2

Intersection	
Int Delay, s/veh	3.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	74	10	15	43	65	84
Future Vol, veh/h	74	10	15	43	65	84
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	-	-	-	-	180
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	75	75	85	85	89	89
Heavy Vehicles, %	2	2	2	3	3	2
Mvmt Flow	99	13	18	51	73	94

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	160	73	167	0	-	0
Stage 1	73	-	-	-	-	-
Stage 2	87	-	-	-	-	-
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	831	989	1411	-	-	-
Stage 1	950	-	-	-	-	-
Stage 2	936	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	820	989	1411	-	-	-
Mov Cap-2 Maneuver	820	-	-	-	-	-
Stage 1	938	-	-	-	-	-
Stage 2	936	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10	2	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1411	-	837	-	-
HCM Lane V/C Ratio	0.013	-	0.134	-	-
HCM Control Delay (s)	7.6	0	10	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.5	-	-

Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	1	111	117	25	28	9
Future Vol, veh/h	1	111	117	25	28	9
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	78	78	77	77	84	84
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	1	142	152	32	33	11

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	184	0	-	0	312	168
Stage 1	-	-	-	-	168	-
Stage 2	-	-	-	-	144	-
Critical Hdwy	4.13	-	-	-	6.43	6.23
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	2.227	-	-	-	3.527	3.327
Pot Cap-1 Maneuver	1385	-	-	-	679	874
Stage 1	-	-	-	-	859	-
Stage 2	-	-	-	-	881	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1385	-	-	-	678	874
Mov Cap-2 Maneuver	-	-	-	-	678	-
Stage 1	-	-	-	-	858	-
Stage 2	-	-	-	-	881	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	10.3
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1385	-	-	-	717
HCM Lane V/C Ratio	0.001	-	-	-	0.061
HCM Control Delay (s)	7.6	0	-	-	10.3
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.2

Appendix D

No-Build Intersection Operational Analysis

Intersection	
Intersection Delay, s/veh	8.6
Intersection LOS	A

Approach	WB	NB	SB
Entry Lanes	1	1	1
Conflicting Circle Lanes	1	1	1
Adj Approach Flow, veh/h	587	228	629
Demand Flow Rate, veh/h	605	235	648
Vehicles Circulating, veh/h	203	523	25
Vehicles Exiting, veh/h	555	150	783
Ped Vol Crossing Leg, #/h	0	0	0
Ped Cap Adj	1.000	1.000	1.000
Approach Delay, s/veh	9.8	7.9	7.7
Approach LOS	A	A	A

Lane	Left	Left	Left
Designated Moves	LR	TR	LT
Assumed Moves	LR	TR	LT
RT Channelized			
Lane Util	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976
Entry Flow, veh/h	605	235	648
Cap Entry Lane, veh/h	1122	809	1345
Entry HV Adj Factor	0.970	0.971	0.971
Flow Entry, veh/h	587	228	629
Cap Entry, veh/h	1088	786	1306
V/C Ratio	0.539	0.290	0.482
Control Delay, s/veh	9.8	7.9	7.7
LOS	A	A	A
95th %tile Queue, veh	3	1	3

Intersection	
Int Delay, s/veh	3.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	90	7	3	100	56	32
Future Vol, veh/h	90	7	3	100	56	32
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	-	-	-	-	180
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	78	78	80	80	76	76
Heavy Vehicles, %	2	2	2	3	3	2
Mvmt Flow	115	9	4	125	74	42

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	207	74	116	0	-	0
Stage 1	74	-	-	-	-	-
Stage 2	133	-	-	-	-	-
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	781	988	1473	-	-	-
Stage 1	949	-	-	-	-	-
Stage 2	893	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	779	988	1473	-	-	-
Mov Cap-2 Maneuver	779	-	-	-	-	-
Stage 1	946	-	-	-	-	-
Stage 2	893	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.4	0.2	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1473	-	791	-	-
HCM Lane V/C Ratio	0.003	-	0.157	-	-
HCM Control Delay (s)	7.5	0	10.4	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.6	-	-

Intersection	
Int Delay, s/veh	1.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	3	173	219	44	36	2
Future Vol, veh/h	3	173	219	44	36	2
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	78	78	81	81	55	55
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	4	222	270	54	65	4

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	324	0	-	0	527	297
Stage 1	-	-	-	-	297	-
Stage 2	-	-	-	-	230	-
Critical Hdwy	4.13	-	-	-	6.43	6.23
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	2.227	-	-	-	3.527	3.327
Pot Cap-1 Maneuver	1230	-	-	-	510	740
Stage 1	-	-	-	-	752	-
Stage 2	-	-	-	-	806	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1230	-	-	-	508	740
Mov Cap-2 Maneuver	-	-	-	-	508	-
Stage 1	-	-	-	-	749	-
Stage 2	-	-	-	-	806	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	13
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1230	-	-	-	517
HCM Lane V/C Ratio	0.003	-	-	-	0.134
HCM Control Delay (s)	7.9	0	-	-	13
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.5

Intersection	
Intersection Delay, s/veh	7.9
Intersection LOS	A

Approach	WB	NB	SB
Entry Lanes	1	1	1
Conflicting Circle Lanes	1	1	1
Adj Approach Flow, veh/h	424	203	677
Demand Flow Rate, veh/h	436	209	698
Vehicles Circulating, veh/h	167	539	45
Vehicles Exiting, veh/h	581	204	558
Ped Vol Crossing Leg, #/h	0	0	0
Ped Cap Adj	1.000	1.000	1.000
Approach Delay, s/veh	6.9	7.6	8.6
Approach LOS	A	A	A

Lane	Left	Left	Left
Designated Moves	LR	TR	LT
Assumed Moves	LR	TR	LT
RT Channelized			
Lane Util	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976
Entry Flow, veh/h	436	209	698
Cap Entry Lane, veh/h	1164	796	1318
Entry HV Adj Factor	0.972	0.972	0.970
Flow Entry, veh/h	424	203	677
Cap Entry, veh/h	1132	774	1279
V/C Ratio	0.375	0.262	0.530
Control Delay, s/veh	6.9	7.6	8.6
LOS	A	A	A
95th %tile Queue, veh	2	1	3

Intersection	
Int Delay, s/veh	3.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	86	12	17	50	74	97
Future Vol, veh/h	86	12	17	50	74	97
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	-	-	-	-	180
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	75	75	85	85	89	89
Heavy Vehicles, %	2	2	2	3	3	2
Mvmt Flow	115	16	20	59	83	109

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	182	83	192	0	-	0
Stage 1	83	-	-	-	-	-
Stage 2	99	-	-	-	-	-
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	807	976	1381	-	-	-
Stage 1	940	-	-	-	-	-
Stage 2	925	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	795	976	1381	-	-	-
Mov Cap-2 Maneuver	795	-	-	-	-	-
Stage 1	926	-	-	-	-	-
Stage 2	925	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.3	1.9	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1381	-	813	-	-
HCM Lane V/C Ratio	0.014	-	0.161	-	-
HCM Control Delay (s)	7.6	0	10.3	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.6	-	-

Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	1	129	136	29	32	10
Future Vol, veh/h	1	129	136	29	32	10
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	78	78	77	77	84	84
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	1	165	177	38	38	12

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	215	0	-	0	363	196
Stage 1	-	-	-	-	196	-
Stage 2	-	-	-	-	167	-
Critical Hdwy	4.13	-	-	-	6.43	6.23
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	2.227	-	-	-	3.527	3.327
Pot Cap-1 Maneuver	1349	-	-	-	634	843
Stage 1	-	-	-	-	835	-
Stage 2	-	-	-	-	860	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1349	-	-	-	633	843
Mov Cap-2 Maneuver	-	-	-	-	633	-
Stage 1	-	-	-	-	834	-
Stage 2	-	-	-	-	860	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	10.8
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1349	-	-	-	673
HCM Lane V/C Ratio	0.001	-	-	-	0.074
HCM Control Delay (s)	7.7	0	-	-	10.8
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.2

Appendix E

Future Intersection Operational Analysis

Intersection	
Intersection Delay, s/veh	10.3
Intersection LOS	B

Approach	WB	NB	SB
Entry Lanes	1	1	1
Conflicting Circle Lanes	1	1	1
Adj Approach Flow, veh/h	604	369	664
Demand Flow Rate, veh/h	622	381	684
Vehicles Circulating, veh/h	294	523	42
Vehicles Exiting, veh/h	610	203	874
Ped Vol Crossing Leg, #/h	0	0	0
Ped Cap Adj	1.000	1.000	1.000
Approach Delay, s/veh	12.1	11.0	8.4
Approach LOS	B	B	A

Lane	Left	Left	Left
Designated Moves	LR	TR	LT
Assumed Moves	LR	TR	LT
RT Channelized			
Lane Util	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976
Entry Flow, veh/h	622	381	684
Cap Entry Lane, veh/h	1022	809	1322
Entry HV Adj Factor	0.971	0.970	0.971
Flow Entry, veh/h	604	369	664
Cap Entry, veh/h	993	785	1284
V/C Ratio	0.608	0.471	0.517
Control Delay, s/veh	12.1	11.0	8.4
LOS	B	B	A
95th %tile Queue, veh	4	3	3

Intersection	
Int Delay, s/veh	2.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	90	7	3	225	98	32
Future Vol, veh/h	90	7	3	225	98	32
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	-	-	-	-	180
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	78	78	80	80	76	76
Heavy Vehicles, %	2	2	2	3	3	2
Mvmt Flow	115	9	4	281	129	42

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	418	129	171	0	-	0
Stage 1	129	-	-	-	-	-
Stage 2	289	-	-	-	-	-
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	591	921	1406	-	-	-
Stage 1	897	-	-	-	-	-
Stage 2	760	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	589	921	1406	-	-	-
Mov Cap-2 Maneuver	589	-	-	-	-	-
Stage 1	894	-	-	-	-	-
Stage 2	760	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	12.5	0.1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1406	-	605	-	-
HCM Lane V/C Ratio	0.003	-	0.206	-	-
HCM Control Delay (s)	7.6	0	12.5	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.8	-	-

Intersection	
Int Delay, s/veh	2.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	4	173	219	54	64	5
Future Vol, veh/h	4	173	219	54	64	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	78	78	81	81	55	55
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	5	222	270	67	116	9

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	337	0	-	0	536	304
Stage 1	-	-	-	-	304	-
Stage 2	-	-	-	-	232	-
Critical Hdwy	4.13	-	-	-	6.43	6.23
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	2.227	-	-	-	3.527	3.327
Pot Cap-1 Maneuver	1217	-	-	-	504	733
Stage 1	-	-	-	-	746	-
Stage 2	-	-	-	-	804	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1217	-	-	-	501	733
Mov Cap-2 Maneuver	-	-	-	-	501	-
Stage 1	-	-	-	-	742	-
Stage 2	-	-	-	-	804	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	14.3
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1217	-	-	-	513
HCM Lane V/C Ratio	0.004	-	-	-	0.245
HCM Control Delay (s)	8	0	-	-	14.3
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	1

Intersection	
Int Delay, s/veh	5.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	31	125	105	11	42	58
Future Vol, veh/h	31	125	105	11	42	58
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	-	-	150	150	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	70	70	80	80	76	76
Heavy Vehicles, %	2	2	3	2	2	3
Mvmt Flow	44	179	131	14	55	76

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	317	131	0	0	145	0
Stage 1	131	-	-	-	-	-
Stage 2	186	-	-	-	-	-
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	676	919	-	-	1437	-
Stage 1	895	-	-	-	-	-
Stage 2	846	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	650	919	-	-	1437	-
Mov Cap-2 Maneuver	650	-	-	-	-	-
Stage 1	861	-	-	-	-	-
Stage 2	846	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10.7	0	3.2
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	849	1437	-
HCM Lane V/C Ratio	-	-	0.262	0.038	-
HCM Control Delay (s)	-	-	10.7	7.6	-
HCM Lane LOS	-	-	B	A	-
HCM 95th %tile Q(veh)	-	-	1.1	0.1	-

Intersection	
Intersection Delay, s/veh	10.0
Intersection LOS	B

Approach	WB	NB	SB
Entry Lanes	1	1	1
Conflicting Circle Lanes	1	1	1
Adj Approach Flow, veh/h	478	310	764
Demand Flow Rate, veh/h	492	319	787
Vehicles Circulating, veh/h	235	539	101
Vehicles Exiting, veh/h	623	349	626
Ped Vol Crossing Leg, #/h	0	0	0
Ped Cap Adj	1.000	1.000	1.000
Approach Delay, s/veh	8.5	9.7	11.1
Approach LOS	A	A	B

Lane	Left	Left	Left
Designated Moves	LR	TR	LT
Assumed Moves	LR	TR	LT
RT Channelized			
Lane Util	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976
Entry Flow, veh/h	492	319	787
Cap Entry Lane, veh/h	1086	796	1245
Entry HV Adj Factor	0.972	0.972	0.970
Flow Entry, veh/h	478	310	764
Cap Entry, veh/h	1055	774	1208
V/C Ratio	0.453	0.401	0.632
Control Delay, s/veh	8.5	9.7	11.1
LOS	A	A	B
95th %tile Queue, veh	2	2	5

Intersection	
Int Delay, s/veh	2.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	86	12	17	134	210	97
Future Vol, veh/h	86	12	17	134	210	97
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	-	-	-	-	180
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	75	75	85	85	89	89
Heavy Vehicles, %	2	2	2	3	3	2
Mvmt Flow	115	16	20	158	236	109

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	434	236	345	0	-	0
Stage 1	236	-	-	-	-	-
Stage 2	198	-	-	-	-	-
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	579	803	1214	-	-	-
Stage 1	803	-	-	-	-	-
Stage 2	835	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	569	803	1214	-	-	-
Mov Cap-2 Maneuver	569	-	-	-	-	-
Stage 1	789	-	-	-	-	-
Stage 2	835	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	12.8	0.9	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1214	-	590	-	-
HCM Lane V/C Ratio	0.016	-	0.221	-	-
HCM Control Delay (s)	8	0	12.8	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.8	-	-

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	5	129	136	60	50	13
Future Vol, veh/h	5	129	136	60	50	13
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	78	78	77	77	84	84
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	6	165	177	78	60	15

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	255	0	-	0	393	216
Stage 1	-	-	-	-	216	-
Stage 2	-	-	-	-	177	-
Critical Hdwy	4.13	-	-	-	6.43	6.23
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	2.227	-	-	-	3.527	3.327
Pot Cap-1 Maneuver	1304	-	-	-	610	821
Stage 1	-	-	-	-	818	-
Stage 2	-	-	-	-	851	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1304	-	-	-	607	821
Mov Cap-2 Maneuver	-	-	-	-	607	-
Stage 1	-	-	-	-	814	-
Stage 2	-	-	-	-	851	-

Approach	EB	WB	SB
HCM Control Delay, s	0.3	0	11.3
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1304	-	-	-	642
HCM Lane V/C Ratio	0.005	-	-	-	0.117
HCM Control Delay (s)	7.8	0	-	-	11.3
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.4

Intersection	
Int Delay, s/veh	5.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	21	84	67	35	136	89
Future Vol, veh/h	21	84	67	35	136	89
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	-	-	150	150	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	70	70	85	85	89	89
Heavy Vehicles, %	2	2	3	2	2	3
Mvmt Flow	30	120	79	41	153	100

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	485	79	0	0	120	0
Stage 1	79	-	-	-	-	-
Stage 2	406	-	-	-	-	-
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	541	981	-	-	1468	-
Stage 1	944	-	-	-	-	-
Stage 2	673	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	485	981	-	-	1468	-
Mov Cap-2 Maneuver	485	-	-	-	-	-
Stage 1	846	-	-	-	-	-
Stage 2	673	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10.4	0	4.7
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	814	1468	-
HCM Lane V/C Ratio	-	-	0.184	0.104	-
HCM Control Delay (s)	-	-	10.4	7.7	-
HCM Lane LOS	-	-	B	A	-
HCM 95th %tile Q(veh)	-	-	0.7	0.3	-

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Thursday, January 4, 2024 10:59 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Cc: Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)
Subject: HCPC Tentative Agenda 2.5.24

Please find Environmental Health comments below:

Item 1, 0/4611/4627 Guth Road, 4561/4613 J. M. Turk, 4590/4601/4610 Stanley, Kappler: The entire development (all pods) must be developed on public sewer or EPD permitted sewage treatment system. No onsite sewage management systems to be permitted by Environmental Health. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 2, 6545 Misty Harbor Court: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process. This plat is currently under review by the Hall County Plat Review Team and Environmental Health contacted the applicant/surveyor on September 20, 2023 concerning requirements to further process the plat for review.

Item 3A/3B, 3675 Jewell Circle, Guhde: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 4, 3310 Friendship Road, Reichwaldt: All proposed structures must meet all residential and/or commercial permitting requirements and required setbacks to existing septic system. Further determination will be made during the permit review process.

Item 5, 2696 Cleveland Hwy, Carrillo: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 6, 17/20/21/24 Spring Street, Petry: No comment. Public sewer.

Item 7, 4899 Browns Bridge Road, Advantage Investment: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 8, 3655 Friendship Road, 3655 Friendship Rd LLC: No comment. Public sewer.

Item 9A/B, 0 Cornelia Hwy, Double E Properties: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed

business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 10, 4141 Old Cornelia Hwy, Lewis Holdings: All proposed improvements must meet all Environmental Health commercial septic system permitting requirements.

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)

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Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Friday, August 25, 2023 10:51 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Subject: RE: Tentative Planning Agenda for October 2, 2023

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See comments in red, below.

Veronica Chavers
D1TO Civil Engineer 3

Georgia Department of Transportation

District 1 Traffic Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
770.533.8488 office

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, August 24, 2023 12:20 PM
Subject: Tentative Planning Agenda for October 2, 2023

Good afternoon –

Here is the Tentative Agenda and Maps for the **Monday, October 2, 2023** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Thursday, August 31st.** Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – September 18, 2023
N
NEW BUSINESS

1. (A) **8730 Forrester Road | Use Subject to County Commission Approval** | on a 5.57± acre tract located on the east side of Forrester Road, approximately 297 feet from its intersection with Forrester Road | Zoned AR-IV; Tax Parcel 12128 000009 (pt.) | **Proposed use: expansion of commercial kennel** | ** Commission District 3 | **Steven & Holly Crumley, applicants.**

(B) **8730 Forrester Road | Variance** | from 17.240.060 to reduce the setback for commercial kennels from 200 feet to 48 feet | on a 5.57± acre tract located on the east side of Forrester Road, approximately 297 feet from its intersection with Forrester Road | Zoned AR-IV; Tax Parcel 12128 000009 (pt.) **| Proposed use: commercial kennel structures** | ** Commission District 3 | **Steven & Holly Crumley, applicants.**
(C) **8730 Forrester Road | Variance** | from 17.240.060 to reduce the setback for commercial kennels from 200 feet to 44 feet | on a 5.57± acre tract located on the east side of Forrester Road, approximately 297 feet from its intersection with Forrester Road | Zoned AR-IV; Tax Parcel 12128 000009 (pt.) **| Proposed use: commercial kennel structures** | ** Commission District 3 | **Steven & Holly Crumley, applicants.** **No GDOT coordination required**

4057 Sargent Circle | Variance | from 17.240.010 to reduce the front yard setback from 55 feet from centerline to 41 feet from centerline on a 0.85± acre parcel located on the east side of Sargent Circle approximately 210 feet from its intersection with Cochran Road | Zoned R-I; Tax Parcel 10120 000071 | **Proposed Use: single-family residence** | * Commission District 2 | **Dennis Drees, Applicant** **No GDOT coordination required**

2.

3. (A) **812 Atlanta Highway | Use Subject to Planning Commission Approval |** on a 0.25± acre parcel located on the west side of Atlanta Highway at its intersection with Conner Street | Zoned H-B, Tax Parcel 00127 002001 | **Proposed Use: expansion of a non-conforming use |** * Commission District 4 **| Robert Murillo, applicant.** **GDOT coordination required for any encroachment onto the right-of-way**

   (B) **812 Atlanta Highway | Variance** | from 17.240.010 to reduce the front yard setback from 55 feet from centerline to 14 feet from centerline of road on a 0.25± acre parcel located on the west side of Atlanta Highway at its intersection with Conner Street | Zoned H-B, Tax Parcels 00127 002001 | **Proposed Use: residential addition** | * Commission District 4 **| Robert Murillo, applicant.** **GDOT coordination required for any encroachment onto the right-of-way**

4. **2122 & 0 Browns Bridge Road | Use Subject to County Commission Approval |** on a 1.708± acre tract located on the west side of Browns Bridge Road, approximately 62 feet from its intersection with Hilton Drive | Zoned H-B / GCOD; Tax Parcel 00122 001021 & 001031B | **Proposed use: used vehicle sales lot |** ** Commission District 4 **| Antonio Duran, applicant.** **GDOT coordination required for access on SR 369/ Browns Bridge Rd**

5. **3321 Montvale Drive | Use Subject to County Commission Approval |** on a 7.88± acre tract located on the south side of Montvale Drive, at its intersection with Manor Ridge | Zoned R-I & AR-III; Tax Parcel 10046 000015 **| Proposed use: 4-lot subdivision |** ** Commission District 2 **| Zachary Lewis Boyd Milne, applicant.** **No GDOT coordination required**

6. **3902 & 0 Belmont Highway | Rezone |** from Agricultural Residential IV (AR-IV) to Planned Industrial Development (PID) /GCOD on 15.75± acres located on the southeastern side of Belmont Highway, approximately 1,780 feet north of its intersection with Mountain Creek Road | Zoned AR-IV, Tax Parcels: 15013 000017B and 000074 (pt.) **| Proposed Use: truck parking and office|** ** Commission District 3 **| Gus E. Simpson, applicant.** **GDOT coordination required**

7. **0, 4611,4627 Guth Road & 0, 4561, 4613 J M Turk Road & 4590, 4601, 4610 Stanley Road | Rezone |** from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on 117.31± acres located on the east side of J M Turk Road at its intersection with Guth Road | Zoned AR-III; Tax Parcels 15043 000027, 000109, 000128, 000201 & 15044 000035, 000035B, 000043, 000100, 000127 **| Proposed Use: 324 lot residential development |** ** Commission District 1 **| Thompson O'Brien Kappler & Nasuti PC, applicant.** **No GDOT coordination required**

8. **6777 and 6804 Spout Springs Road | Rezone |** from Agricultural Residential III (AR-III) and Planned Residential Development (PRD) to Planned Residential Development (PRD) on a combined 22.88± acres located on the west side of Spout Springs Road, approximately 100 feet from its intersection with Lancaster Crossing | Zoned AR-III & PRD; Tax Parcels 15042 000018 and 000140 (pt.) **| Proposed Use: 95-unit townhome development |** ** Commission District 1 **| Walker Anderson Homes, applicant.** **No GDOT coordination required**

9. **6804 Spout Springs Road | Amend Condition of PRD |** on a 20.37± acre parcel located on the west side of Spout Springs Road, at its intersection with Lancaster Crossing | Zoned PRD; Tax Parcels 15042 000018 **| Proposed Use: 95-unit townhome development |** ** Commission District 1 **| Walker Anderson Homes, applicant.** **No GDOT coordination required**

10. **Public Hearing to Amend sections 17.410,** Standards for Telecommunication Antennas and Towers, and 17.412,Standards for Small Wireless Facilities Placed in the County Right-of-Way, Title 17 of the Official Code of Hall County, Georgia; to repeal conflicting ordinances and resolutions; and for other purposes. **** | Hall County Planning Staff, applicant.** **No GDOT coordination required**

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, November 9, 2023 at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

**The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on Thursday, November 9, 2023. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

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DIRECTOR
Srikanth Yamala

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development

From: Bill Nash, Director of Public Works and Utilities

Date: January 5, 2023

Subject: February 5, 2024 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the February 5, 2024 meeting. Upon review, we provide the following comments.

OLD BUSINESS

1. **0, 4611,4627 Guth Road & 0, 4561, 4613 J M Turk Road & 4590, 4601, 4610 Stanley Road | Rezone |** from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on 117.31± acres located on the east side of J M Turk Road at its intersection with Guth Road | Zoned AR-III; Tax Parcels 15043 000027, 000109, 000128, 000201 & 15044 000035, 000035B, 000043, 000100, 000127 | **Proposed Use: 324 lot residential development** | ** Commission District 1 **| Thompson O'Brien Kappler & Nasuti PC, applicant**

   a. **Engineering:** No dead end streets
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream
   The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
   b. **Traffic:** A left turn lane and decel lane will be required for the entrance.
   Any required roadway improvements will be the financial responsibility of the developer
   A cul-de-sac should be provided for Guth Road at the proposed end of county maintenance
   c. **Utilities:** No sanitary sewer in area.

2. **6545 Misty Harbor Court | Use Subject to County Commission Approval** | 17.60.040.H Minor subdivisions | on a 7.41± acre tract on the east side of Misty Harbor Court, approximately 1,000 feet from its intersection with Misty Harbor Lane | Zoned R-I; Tax Parcel 08149 000171 | **Proposed Use: 5-lot subdivision** | ** Commission District 2 | **Yunsoon Kim, applicant**.

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.

b. **Traffic:** No Comment
c. **Utilities:** Flowery Branch sewer district

NEW BUSINESS

3. **(A) 3675 Jewell Circle | Variance** | 17.240.010. to reduce the front yard setback from 55 feet to 20 feet from centerline of road | on a 0.41± acre tract located at the terminus of Jewell Circle, approximately 827 feet from its intersection with Bert Drive | Zoned V-C, Tax Parcel 10064A000034 | **Proposed Use: Carport** | * Commission District 2 | **David and Lynn Guhde, applicant**
(B) 3675 Jewell Circle | Variance | 17.240.010. to reduce the right side yard setback from 10 feet to 5 feet | on a 0.41± acre tract located at the terminus of Jewell Circle, approximately 827 feet from its intersection with Bert Drive | Zoned V-C, Tax Parcel 10064A000034 | **Proposed Use: Car Port** | * Commission District 2 | **David and Lynn Guhde, applicant**

   a. **Engineering:** Any work in the public right-of-way will need to be permitted by Hall County Public Works Department.
   b. **Traffic:** No Comment
   c. **Utilities:** No Comment

4. **3310 Friendship Road | Use Subject to Planning Commission Approval** | on a 3.02± acre tract located on the south side of Friendship Road, approximately 1,347 feet from its intersection with Puckett Road | Zoned AR-III, Tax Parcel 15048 000004 | **Proposed Use: Rural business** | * Commission District 1 | **Steve Reichwaldt, applicant**

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
   b. **Traffic:** Charge of use may require GDOT permit for driveway connection.
   c. **Utilities:** Hall County district- No connection within feasible distance.

5. **2696 Cleveland Highway | Use Subject to County Commission Approval |** on a 0.60± acre tract located on the southeast side of Cleveland Highway at its intersection with Wayman Drive | Zoned S-S (GCOD), Tax Parcel 10138 000058 | **Proposed Use: Used automobile sales and repair** | ** Commission District 3 | **Ramon Carrillo Jr, 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. (over 5,000 SF added impervious area)
   b. **Traffic:** Charge of use may require GDOT permit for driveway access.
   c. **Utilities:** Hall County sewer district- No sewer connection within feasible distance.

6. **17, 20, 21 & 24 Spring Street | Rezone |** from Residential II (R-II) to Planned Residential Development (PRD) | on a combined 1.08± acre tract on the east side of Spring Street, approximately 290 feet from its intersection with Highland Street | Zoned R-II, Tax Parcel 00063 008022, 23, & 24 | **Proposed Use: 10-Unit residential development** | ** Commission District 4 | **Alex Petry, applicant**

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
   b. **Traffic:** Parking spaces that require vehicles to back out into the roadway not permitted.
      Driveways will need to meet Hall County Code 12.40.
   c. **Utilities:** City of Gainesville sewer district.

7. **4899 Browns Bridge Road | Rezone** | from Agricultural Residential (AR-III) to Highway Business (H-B) | on a 3.10± acre tract located at the southeast corner of the intersection of Browns Bridge Road and Ponderosa Drive | Zoned AR-III, Tax Parcel 08062 001010B | **Proposed Use: Office/warehouse buildings** | ** Commission District 2 | **Advantage Investment Properties, applicant**

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
   b. **Traffic:** driveway access to Browns Bridge Rd. will need to be permitted through GDOT.
      Ponderosa Drive is a narrow residential roadway, therefore, we recommend that site access be on Browns Bridge Road only and no access be permitted along Ponderosa Drive.
   c. **Utilities:** Hall County/ Gainesville sewer district- No connection within feasible distance.

8. **3655 Friendship Road | Rezone** | from Agricultural Residential (AR-III) to Planned Residential Development (PRD) | on a 10.76± acre tract located on the northeast side of Friendship Road, approximately 230 feet from its intersection with Maple Valley Drive | Zoned AR-III, Tax Parcel 15048 000025 | **Proposed Use: 22-lot single-family development** | ** Commission District 1 | **3655 Friendship Rd., 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
   b. **Traffic:** GODT permit will be required for driveway access to Friendship Road
   c. **Utilities:** Hall County sewer district- Sewer connection within feasible distance (future Friendship Road sewer project)

9. **(A) 0 Cornelia Highway | Rezone** | from Agricultural Residential IV (AR-IV) and Planned Commercial Development (PCD) to Light Industrial (I-I) | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350± feet north of Cornelia Highway | Zoned AR-IV and PCD (GCOD), Tax

Parcel 09030 000030 | **Proposed Use: Self-storage facility** | ** Commission District 3 | **Double E Properties, LLC, applicant**

(B) 0 Cornelia Highway | Variance | 17.420.050.C.2.c. to reduce the required transitional buffer from 50 feet to 25 feet | on a 9.39± acre tract located at the east side of Tribble Gap Road, 350**±** feet north of Cornelia Hwy | Zoned AR-IV and PCD (GCOD), Tax Parcel 09030 000030 | **Proposed Use: Self-storage facility** | ** Commission District 3 | **Double E Properties, LLC, 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
b. **Traffic:** Driveway will need to meet county commercial standards
c. **Utilities:** City of Lula sewer district

10. **4141 Old Cornelia Highway | Amend Conditions of a PRD |** on a 56.42± acre tract located on the north side of Old Cornelia Highway, approximately 636 feet from its intersection with Arthur Miller Road | Zoned PRD, Tax Parcel 15019 000023 | **Proposed Use: Drug and Alcohol Residential Treatment Facility | *** Commission District 3 | Lewis Holdings, LLC, 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
b. **Traffic:** No comment
c. **Utilities:** Hall County sewer district- No connection within feasible distance

Anael Dominguez (CDI: Planning)

From: Nicole Griffin (Tax Assessors)
Sent: Thursday, August 24, 2023 12:46 PM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Cc: Steve Watson (Real Property); Susan Taylor (Tax Assessors); Lisa Niles (Tax Assessors)
Subject: RE: Tentative Planning Agenda for October 2, 2023

Good afternoon,

On item # 7 parcels

15043 000027- CUVA- starting 2022
15043 000128- CUVA starting 2022
15044 000035- CUVA starting in 2019

The re-zoning application itself would not cause a breach but if the property is sold or developed with the proposed 324 lot residential development after the re-zoning then the conservation covenant could/would be breached and result in a penalty on each parcel.

Please let us know if you have any questions.

Thank you,

Nicole Griffin
Appraisal Systems Coordinator
Hall County Tax Assessors Office
Hall County Government
(Office) 770-718-5712
Nicole.Griffin@Hallcounty.org

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From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, August 24, 2023 12:20 PM
Subject: Tentative Planning Agenda for October 2, 2023

Good afternoon –

Here is the Tentative Agenda and Maps for the **Monday, October 2, 2023** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Thursday, August 31st.** Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – September 18, 2023

NEW BUSINESS

1. (A) **8730 Forrester Road | Use Subject to County Commission Approval** | on a 5.57± acre tract located on the east side of Forrester Road, approximately 297 feet from its intersection with Forrester Road | Zoned AR-IV; Tax Parcel 12128 000009 (pt.) **| Proposed use: expansion of commercial kennel** | ** Commission District 3 **| Steven & Holly Crumley, applicants.**
   (B) **8730 Forrester Road | Variance** | from 17.240.060 to reduce the setback for commercial kennels from 200 feet to 48 feet | on a 5.57± acre tract located on the east side of Forrester Road, approximately 297 feet from its intersection with Forrester Road | Zoned AR-IV; Tax Parcel 12128 000009 (pt.) **| Proposed use: commercial kennel structures** | ** Commission District 3 | **Steven & Holly Crumley, applicants.**
   (C) **8730 Forrester Road | Variance** | from 17.240.060 to reduce the setback for commercial kennels from 200 feet to 44 feet | on a 5.57± acre tract located on the east side of Forrester Road, approximately 297 feet from its intersection with Forrester Road | Zoned AR-IV; Tax Parcel 12128 000009 (pt.) **| Proposed use: commercial kennel structures** | ** Commission District 3 | **Steven & Holly Crumley, applicants.**

2. **4057 Sargent Circle | Variance |** from 17.240.010 to reduce the front yard setback from 55 feet from centerline to 41 feet from centerline on a 0.85± acre parcel located on the east side of Sargent Circle approximately 210 feet from its intersection with Cochran Road | Zoned R-I; Tax Parcel 10120 000071 | **Proposed Use: single-family residence** | * Commission District 2 | **Dennis Drees, Applicant**

3. (A) **812 Atlanta Highway | Use Subject to Planning Commission Approval |** on a 0.25± acre parcel located on the west side of Atlanta Highway at its intersection with Conner Street | Zoned H-B, Tax Parcel 00127 002001 | **Proposed Use: expansion of a non-conforming use |** * Commission District 4 **| Robert Murillo, applicant.**

   (B) **812 Atlanta Highway | Variance** | from 17.240.010 to reduce the front yard setback from 55 feet from centerline to 14 feet from centerline of road on a 0.25± acre parcel located on the west side of Atlanta Highway at its intersection with Conner Street | Zoned H-B, Tax Parcels 00127 002001 | **Proposed Use: residential addition** | * Commission District 4 | **Robert Murillo, applicant.**

4. **2122 & 0 Browns Bridge Road | Use Subject to County Commission Approval |** on a 1.708± acre tract located on the west side of Browns Bridge Road, approximately 62 feet from its intersection with Hilton Drive | Zoned H-B / GCOD; Tax Parcel 00122 001021 & 001031B | **Proposed use: used vehicle sales lot |** ** Commission District 4 **| Antonio Duran, applicant.**

5. **3321 Montvale Drive | Use Subject to County Commission Approval |** on a 7.88± acre tract located on the south side of Montvale Drive, at its intersection with Manor Ridge | Zoned R-I & AR-III; Tax Parcel 10046 000015 **| Proposed use: 4-lot subdivision |** ** Commission District 2 **| Zachary Lewis Boyd Milne, applicant.**

6. **3902 & 0 Belmont Highway | Rezone |** from Agricultural Residential IV (AR-IV) to Planned Industrial Development (PID) /GCOD on 15.75± acres located on the southeastern side of Belmont Highway, approximately 1,780 feet north of its intersection with Mountain Creek Road | Zoned AR-IV, Tax Parcels: 15013 000017B and 000074 (pt.) **| Proposed Use: truck parking and office|** ** Commission District 3 **| Gus E. Simpson, applicant.**

7. **0, 4611,4627 Guth Road & 0, 4561, 4613 J M Turk Road & 4590, 4601, 4610 Stanley Road | Rezone |** from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on 117.31± acres located on the east side of J M Turk Road at its intersection with Guth Road | Zoned AR-III; Tax Parcels 15043 000027, 000109, 000128, 000201 & 15044 000035, 000035B, 000043, 000100, 000127 **| Proposed Use: 324 lot residential development |** ** Commission District 1 **| Thompson O'Brien Kappler & Nasuti PC, applicant.**

8. **6777 and 6804 Spout Springs Road | Rezone |** from Agricultural Residential III (AR-III) and Planned Residential Development (PRD) to Planned Residential Development (PRD) on a combined 22.88± acres located on the west side of Spout Springs Road, approximately 100 feet from its intersection with Lancaster Crossing | Zoned AR-III & PRD; Tax Parcels 15042 000018 and 000140 (pt.) **| Proposed Use: 95-unit townhome development |** ** Commission District 1 **| Walker Anderson Homes, applicant.**

9. **6804 Spout Springs Road | Amend Condition of PRD |** on a 20.37± acre parcel located on the west side of Spout Springs Road, at its intersection with Lancaster Crossing | Zoned PRD; Tax Parcels 15042 000018 **| Proposed Use: 95-unit townhome development |** ** Commission District 1 **| Walker Anderson Homes, applicant.**

10. **Public Hearing to Amend sections 17.410,** Standards for Telecommunication Antennas and Towers, and 17.412,Standards for Small Wireless Facilities Placed in the County Right-of-Way, Title 17 of the Official Code of Hall County, Georgia; to repeal conflicting ordinances and resolutions; and for other purposes. **** | Hall County Planning Staff, applicant.**

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, November 9, 2023 at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

**The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on Thursday, November 9, 2023. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org

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Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Thursday, August 31, 2023 4:52 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning)
Subject: Fire Comments

Monday, October 2, 2023 Hall County Planning Commission Meeting.

1. **0, 4611,4627 Guth Road & 0, 4561, 4613 J M Turk Road & 4590, 4601, 4610 Stanley Road | Rezone |** from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on 117.31± acres located on the east side of J M Turk Road at its intersection with Guth Road | Zoned AR-III; Tax Parcels 15043 000027, 000109, 000128, 000201 & 15044 000035, 000035B, 000043, 000100, 000127 | **Proposed Use: 324 lot residential development |** ** Commission District 1 | **Thompson O'Brien Kappler & Nasuti PC, applicant.**

   Hall County Fire Marshal's comments: Current concept plan will need to be modified to meet the below fire code requirements.

International Fire Code 503.1.1 Buildings and facilities. 2018 Edition
Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the *exterior walls* of the first story of the building as measured by an *approved* route around the exterior of the building or facility. This code requirement applies to the townhome buildings.

7. **Add a new section, Appendix D 107.1, as follows:**

   Developments of one- or two-family dwellings where the number of dwelling units exceeds 120 shall be provided with two separate and approved fire apparatus access roads.

   Exceptions:

   1. Where there are more than 120 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, access from two directions shall not be required.

   2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official**.**

   3. **Add a new section, Appendix D 107.2, as follows:**

      Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org

COMMUNITY MEETING REPORT

TO: Hall County Planning Department
FROM: William J. Diehl, Smith, Gambrell & Russell, LLP
DATE: January 16, 2024

Applicant held two community meetings in connection with the rezoning requests, those being on December 18 and 21, 2023. The meetings were held at the Mulberry Creek Community Center, which is less than a half of a mile from the subject property. About thirty to forty people were in attendance at each meeting.

At the meeting, the applicant displayed revised site plans showing Stanley Road being reconfigured to better preserve its existing location. The site plan showed Guth Road being an emergency exit only.

The following concerns were commonly raised by the community:

- Density of homes in the development;
- Impact the development will have on traffic on JM Turk Road;
- Secondary entrance to the development on Guth Road;
- Stanley Road reconfiguration and access;
- Compatibility with existing architectural styles;
- Site lines from the Quail Wood neighborhood;
- Stormwater runoff to the surrounding creek; and
- Sewer connectivity and capacities;

The Applicant described connectivity plans and the use of Guth Road as an emergency exit, or, alternatively, as an improved road providing a second entrance. The Applicant committed to providing an updated traffic study and discussed how those studies are made. The Applicant discussed improving landscaping where the property abuts Quail Wood. The Applicant discussed designed standards and the pattern of development in the area.

Dear Neighbor.

This letter is being sent to inform you of a community meeting regarding the development project on JM Turk and Guth Roads. We are holding this meeting to discuss concerns and solicit community feedback. Please let this serve as an invitation to one of the meetings discussed below.

We will host two meetings at the **Mulberry Creek Community Center & Park (JM Turk Road, Flowery Branch, Georgia 30542).**

We have scheduled meeting rooms on

December 18 at 6:00 PM to 7:30 PM
December 21 at 6:00 PM to 7:30 PM

Please come at your convenience. Should you have any questions about this rezoning proposal, please feel free to contact me at wdiehl@sgrlaw.com or by phone at (404) 815-3627.

William J. Diehl
Smith, Gambrell & Russell, LLP

Community Meeting Sign-In Sheet

Name	Date	Phone Number	Email
Janet Myers	11-18-23	661-[illegible]-8783	[illegible]@hotmail.com
Steve Myers	11-18-23	661-[illegible]-6841	[illegible]@hotmail.com
Steven Clark	11-18-23		
William Walker	12-18-23		
Bob League	12-18-23	770-826-3803	
Albert Guth	12-18-23	770-654-7135	
Carole Branum	12-18-23	770-289-2140	[illegible]@icloud.com
Kim Walker	12-18-23	404-308-6470	[illegible]@gmail.com
Erik Conley	12-18-23	678-[illegible]	[illegible]@gmail.com
Rodee Dente	12-18-23	678-[illegible]	[illegible]@gmail.com
Peggy Matos	12-18-23	706-536-0878	proctor12@hotmail.com
James Graff	12-18-23	770-287-4800	[illegible]@gmail.com
Greg Everett	12-18-23		
Kathy Everett	12-18-23		
Jennings Bryan	12-18-23		
Neah Bryan	12-18-23		
Buddy Secor	12-18-23		
Deanie Secor	12-18-23		
Maureen Davis	12-18-23		
Pam Swift	12-18-23	NO!	
Walt Swift	12-18-23	NO!	
[illegible]	12-18-23	NO	
[illegible]	12-18-23		
Jerry Bond	12-18-23		
Steve Adams	12-118-23		
Vani Pino	12-18-23		
Enjoli Pino	12-18-23		
[illegible]	12-18-23		
Bill [illegible]	12-18-23		
Lindsay Parks	12-18-23		
Dorothy Nieto	12/18/23		
Darlene [illegible]	12/18/23		
Meredith Williams	12.18.2023		
Cathy LeBlanc	12.18.2023		

Community Meeting Sign-In Sheet

Name	Date	Email
Tracy + Tommy Barnette	12.21.23	traceybarnettelle@gmail.com
Susan Miller	12-21-23	
Carole Braunum	12-21-23	
William Lacroix	12-21-23	
Albert + Tina Guth	12-21-23	guthhorses@bellsouth.net
DORIS McClung	12-21-23	[redacted]@yahoo.com
NEAL BRYANT	12-21-23	NKW-woodward@Hotmail.com
JENNIFER BRYANT	12-21-23	Jbryan2890@AOL.com
VALE CASTC	12-21-23	GACPL30542@YAHOO.COM

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3.		~~KIOSA, SERGEY~~ ~~KIOSA, NADEZHDA~~ ~~4387 J M TURK RD~~ ~~FLOWERY BRANCH, GA 30542~~													
4.		FAUL, MARK D. 4567 STANLEY ROAD FLOWERY BRANCH, GA 30542													
5.		~~PHILLIPS, JAMIE DIANE~~ ~~4607 J M TURK ROAD~~ ~~FLOWERY BRANCH, GA 30542~~													
6.		~~LAGROW, WILLIAM LEE~~ LAGROW LINDA ANN 4458 JM TURK RD FLOWERY BRANCH, GA 30542													
7.		MELENDEZ, JARED ~~MEEHAN, KATIE MAUREEN~~ ~~4543 J M TURK ROAD~~ ~~FLOWERY BRANCH, GA 30542~~													
8.		ROUSE, JAMES E. ROUSE, ERIN 4540 J.M. TURK ROAD FLOWERY BRANCH, GA 30542													

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3.		GREGG, ANN 6604 ASCOT DRIVE ANTIOCH, TN 37013	63¢												
4.		GREGG, JAMES ELBERTON III GREGG EDITH ANN 6604 ASCOT DRIVE ANTIOCH, TN 37013	63¢												
5.		LEWIS, GARY MASON 4929 J M TURK ROAD FLOWERY BRANCH, GA 30542	63¢												
6.		MAYHUE, AMANDA DALE 680 GROVE LEVEL ROAD COMMERCE, GA 30529	63¢												
7.		CORREA PEREZ, ARMANDO 4876 J M TURK ROAD FLOWERY BRANCH, GA 30542	63¢												
8.		PEAVY, RODNEY LEE PEAVY BEVERLY JURELLE 4902 J.M. TURK ROAD FLOWERY BRANCH, GA 30542	63¢												

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2.		MARTIN, TONY R MARTIN RENA E 4533 JM TURK ROAD FLOWERY BRANCH, GA 30542													
3.		~~WITTKE, DAVID A.~~ ~~WITTKE, LANIKA H.~~ ~~4544 DEER CREEK CT.~~ ~~FLOWERY BRANCH, GA 305423556~~													
4.		STAIGER, MICHAEL A GUTIERREZ NEREIDA COLON 4616 DEER CREEK COURT FLOWERY BRANCH, GA 30542													
5.		HERFORD, III, LLOYD L WHITCOMB BLAIRE LARIMORE ~~4622 DEER CREEK COURT~~ ~~FLOWERY BRANCH, GA 30542~~													
6.		DEMETER, JANOS 4714 DEER CREEK COURT FLOWERY BRANCH, GA 30542													
7.		MEEK, ALFRED B MEEK PILAR K ~~4806 DEER CREEK COURT~~ ~~FLOWERY BRANCH, GA 30542~~													
8.		RAATJES, DAN RAATJES WENDI 28773 SHIRLEY COURT MAGNOLIA, TX 77355													

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2.		WEBER, THOMAS A WEBER NANCY M 4920 JM TURK RD FLOWERY BRANCH, GA 30542													
3.		PEAVY, ERICA H GETRUM RICHARD E 4932 J M TURK ROAD FLOWERY BRANCH, GA 30542													
4.		TURK, MILTON G TURK VICTORIA R 4726 J M TURK ROAD FLOWERY BRANCH, GA 30542													
5.		PETERSON, STEVEN G PETERSON JILL M 4830 J M TURK ROAD FLOWERY BRANCH, GA 30542													
6.		GREENWAY, ELIZABETH F 4820 J M TURK RD FLOWERY BRANCH, GA 30542													
7.		GRAFF, JAMES E GRAFF LAURA A 4733 J M TURK RD FLOWERY BRANCH, GA 30542													
8.		JONES, WILLIAM J JONES JENNIFER L 4745 J M TURK RD FLOWERY BRANCH, GA 305423526													

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2.	PASTERNAK, THEODORE J PASTERNAK MARIE B 4642 QUAILWOOD DRIVE FLOWERY BRANCH, GA 30542	63¢												
3.	~~ANABA, MBAUKWU UBA~~ ~~ANABA, UCHENNA ANNE~~ ~~4738 QUAILWOOD DRIVE~~ ~~FLOWERY BRANCH, GA 30542~~	63¢												
4.	WALCZUK, PETER P WALCZUK JANA H 4614 QUAIL COURT FLOWERY BRANCH, GA 30542	63¢												
5.	~~TURK, MILTON GERALD~~ ~~4726 J M TURK ROAD~~ ~~FLOWERY BRANCH, GA 30542~~	63¢												
6.	~~PINO, VANI & ENJOLI~~ ~~4850 J M TURK ROAD~~ FLOWERY BRANCH, GA 30542	63¢												
7.	CHANNELL III, JAMES T CHANNELL LESLIE G ~~4737 J M TURK ROAD~~ ~~FLOWERY BRANCH, GA 30542~~	63¢												
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CTOM - Firm - Domestic	8		$4.56

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Anael Dominguez (CDI: Planning)

From: Randi Doveton (CDI: Planning)
Sent: Sunday, October 15, 2023 9:52 PM
To: Anael Dominguez (CDI: Planning); Katie L. Greenway (CDI: Planning)
Cc: Beth Garmon (CDI: Planning)
Subject: Fwd: Elah Valley Subdivision Concerns re Guth Development proposed new subdivision

FYI

Sent from my iPhone

Begin forwarded message:

> **From:** Bill Doucher <bdoucher@att.net>
> **Date:** October 15, 2023 at 7:41:53 PM EDT
> **To:** "Randi Doveton (CDI: Planning)" <rdoveton@hallcounty.org>
> **Cc:** Jim & Laura Graff <jgraff@aelevator.com>
> **Subject: Elah Valley Subdivision Concerns re Guth Development proposed new subdivision**

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Hi Randi,

I spoke with Kathy Cooper, our district Commissioner, about this proposed Guth development and the process for our subdivision to provide our concerns about this proposed development. Kathy directed me to you to document our concerns and to describe the process for how we can present our concerns at the Planning Commission meeting tomorrow evening Oct 16. As the subdivision immediately adjacent to the proposed new subdivision, our concerns should be presented and considered by the Planning Commission.

Is there a list of presenters that we need to be added to for tomorrow's meeting?

Below I have documented and summarized the concerns provided by all of the homeowners in the Elah Valley subdivision that are unanimously against this proposed subdivision. Please provide these concerns to the Planning Commssion to review as part of their research about this proposed development.

I have copied Jim Graff from our subdivision who was appointed to represent the Elah Valley subdivision at the Planning Commission meeting tomorrow evening.

Response from the Elah Valley Subdivision against the proposed Guth Development – 324 homes on 117 acres

- Application to rezone the property from AR-111 to PRD for the purpose of building the proposed new subdivision.

This proposal should be denied. This development will be immediately adjacent to the Elah Valley subdivision, so it has a direct impact to our homeowners.

It is difficult to understand why such a development would even be proposed to the Hall County Planning Commission and the Board of Commissioners. This proposed development does not meet the Hall County comprehensive land use and development policies. It appears that the developer has a strategy to present such a development because they believe that the Planning Commission will not enforce the existing land use policies, or that by presenting this obvious out-of-line development, they can negotiate a revised development that still exceeds the current land use policies. This proposal should be denied.

This subdivision violates the Hall County Comprehensive Land Use Plan for this area.
The Hall County Comprehensive Land Use plan for our area is moderate density - 2 homes per acre. The current subdivision plan has 1.99 homes per acre for the free standing homes and over 8 homes per acre for the 129 town homes. The average taken in total is .36 acres per home lot. At 8 homes per acre the townhomes drastically violate the land use plan for this area. The 1.99 homes per acre for the free standing home lots is not an accurate portrayal of the lot size for free standing homes. The lot size for the free standing homes is much less than ½ acre. Flood plan areas, steep non buildable areas, retention ponds, and common areas are added to the total of actual lot sizes in order to build up to the 1.99 homes per acre metric computation. This development clearly does not meet the land use standards for this area. Why develop and document a land use plan if the county does not enforce it?

This proposed subdivision is not consistent with current and future land use for this area and is counter to the quality of life for current and future homeowners for this area.

As a subdivision itself, the Elah Vally homeowners are not against new subdivisions. We gladly share the ambiance and quality of life that we enjoy in this area. As this area continues to grow, the current homeowners and future homeowners make decision to move to this area specifically because of the nature of the area and the lower density of the homes.

We have already had recent subdivisions developed in this area: Grand View Estates and Quailwood. These subdivisions complement and align with the quality of life that attract people to this area. Allowing such a dense subdivision would be a negative contrast to the rest of the homes in the area, detracts from the quality of life of this area and is counter to the reason so many new people have moved to this area. It would also cause harm to the existing homeowners depressing the value of many homes – especially those adjacent to the proposed development, impacting recent homeowners and long time homeowners who bought into this area based on the nature of the area. There are other areas in Hall County that allow higher density subdivisions and the proposed subdivision should be reposition to those areas. This subdivision does not fit this area at all.

Guth Development - Additional water run-off into Mulberry Creek – Increased risk of flooding.

This issue, if not properly addressed, would have this new subdivision cause harm to existing homes in the area – specifically Elah Valley subdivision homes. A new subdivision development should not cause harm to existing homeowners. Any new proposed subdivision should not be allowed any additional rainwater run-off into the Mulberry Creek. Due to growing rainwater runoff from new developments, Elah Valley had to replace both bridges in our subdivision at a cost well over $100,000. If additional run-off was allowed, we would incur damage to our bridges and roads. The DNR evaluation of increased risk of flooding only looks at issues that impact the stream bed and not necessarily the man-made structures such as our subdivision road bridges. I have attached pictures of the past flooding over our road and bridges.

Thank you for your consideration of our concerns about the proposed Guth Development.

We respectfully request that this application be denied.

Bill Doucher

Elah Valley HOA President

770-329-7723

<1697412760876blob.jpg>
<1697412807343blob.jpg>
<1697412872045blob.jpg>

Anael Dominguez (CDI: Planning)

From: Katie L. Greenway (CDI: Planning)
Sent: Monday, November 6, 2023 10:38 AM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: FW: Subject: Opposition to Rezoning Application HZON23-0041

Ana,

Please add to public comment.

Katie Greenway
Principal Planner
Hall County Community Development and Infrastructure
(direct office) 770-297-2649
klgreenway@hallcounty.org

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From: Bob League <hux2bul@gmail.com>
Sent: Monday, November 6, 2023 9:18 AM
To: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Cc: Bob League <hux2bul@gmail.com>
Subject: Subject: Opposition to Rezoning Application HZON23-0041

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 Members of the Hall County Planning Commission, I am writing to express my strong opposition to the rezoning application # HZON23-0041 off of J M Turk Rd, Flowery Branch, GA, which requests a change from Agricultural Residential III to Planned Residential Development (PRD). While I understand the importance of responsible development & growth in Hall county, I believe this particular proposal is deeply flawed & should not be approved for several reasons. First and foremost, the proposed PRD is not compatible with the surrounding subdivisions. The character of this area has been established over the years, and introducing a PRD would disrupt the harmonious nature of our community. The size, density, and design of the PRD are not in line with the existing neighborhoods and would create an imbalance that is inconsistent with the current zoning and land use patterns. The proposed use is not consistent with the Hall Co Comprehensive Plan recommended maximum density of two dwellings per acre which leads to many problems. Furthermore, one of the most concerning aspects of this proposal is the potential environmental negative impact, particularly regarding hard surface runoff. Our county is already grappling with environmental issues, including water quality concerns, and the addition of a PRD with increased hard surface areas would only exacerbate these problems. Hard surface runoff is known to contribute to water pollution, erosion, and can disrupt natural drainage systems. This poses a significant threat to the local environment, our water resources, and the overall quality of life in the area. In light of these concerns, I urge the Hall County Planning Commission to carefully consider the long-term consequences of this rezoning application. It is imperative that you take into account the potential negative impacts on the community's

character and the environment when making your decision. I kindly request that the Hall Co Planning Commission reconsider this rezoning application and explore alternative solutions that better align with the current neighborhood's character and prioritize environmental sustainability. It is our collective responsibility to protect our community and its natural resources for future generations. Thank you for your attention to this matter. I trust that you will make a thoughtful and informed decision that truly benefits our county.

Respectfully,
Harry R League
5115 Deer Creek Ct
Flowery Branch, Ga 3052

Print

Planning Commission Comments - October 2, 2023 - Submission #80062

Date Submitted: 10/1/2023

Comments completed in the form below will be submitted into the record for the October 2, 2023 meeting of the Hall County Planning Commission.

First Name*

Brian

Last Name*

Bright

Address1*

4305 Laurel Oaks Drive

Address2

City*

Flowery Branch

State*

GA

Zip*

30542

Zoning Item for Comment*

9. 0, 4611,4627 Guth Road & 0, 4561, 4613 J M Turk Road & 4590, 4601, 4610 Stanley Road

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

This proposal should be denied. This area cannot support this many homes. Our infrastructure and schools are not equipped for the number of homes proposed in this request. The building of all these new apartments in this area has filled our roads and schools which make this development very unattractive to current residents. Leave our community alone.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

Fb.6.pack@att.net

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

October 16, 2023, Meeting of the Hall County Planning Commission

Re: Proposed Rezoning to allow a development of 324 homes on J. M. Turk Road.

When I moved to J. M. Turk Road in 2003, it was a two-lane road filled with pastures of cattle and horses. The road was only paved from Martin Road to the 4700 block, where there is a sharp right turn leading to multiple hairpin turns, ending at Cash Road. When the road paving was completed, development began, including the Jehovah Witness Kingdom Hall, Grandview Estates, Mulberry Creek Community Center, The Farmhouse Wedding Venue, Mulberry Springs Vineyard & Winery and more single family homes. With regard to Grandview Estates, familes with cattle sold them to avoid the liability of familes living just over the fence from their herds.

Mulberry Creek Community Center offers a wide range of exercise programs, a children's playground and dog park. It is also a Hall County Voting location. It stays extremely busy, especially some evenings and weekends. At times, their parking lot is filled to capacity and cars are parked on both sides of the road out front. If each of the 324 proposed, high density homes has just a minimum of two cars, that would be nearly 650 additional cars traveling this narrow, two-lane road every day. According to the Hall County Sheriff's Office, there have already been 12 traffic crashes on the road since January of 2023.

There are facts about Mulberry Creek that should be noted. Water runoff from all properties on the road spills into the creek and flows downstream toward Cash Road. At times, the creek is partially dry and only a small amount of water flows downstream. However, in heavy rains, water runoff flows like a torrent, through our Elah Valley Subdivision, passing under our two bridges. It brings with it large logs and other debris, causing damage and erosion. In recent years, we have had to replace both bridges at a homeowners cost close to $100,000. As the amount of water peaks, water flows over the bridges, making it risky to drive through it to access our homes. A car could easily be swept into the creek. Also, since both sides of the creek are eroding, multiple trees have fallen across the creek, creating a hazard for our children and animals. Additional water runoff from the proposed 324 homes would have a devastating effect on our subdivision, and, perhaps, other properties south of us.

Hopefully, this additional information will be helpful to you in making your rezoning decision.

Carole Branum
4793 J. M. Turk Road
Telephone: 770-289-2140

SilverSneakers

Mulberry Creek Daily Events

Sunday	CLOSED	CLOSED	CLOSED	CLOSED
7am – 9pm Monday	Silver Sneakers Classic 10am – 11am Christine		Pickleball 9am – 12noon	Pickleball 6pm-845pm Except during basketball season
7am – 9pm Tuesday	Silver Sneakers Yoga 10am – 11am Christine		Pickleball 9am – 12noon	Cards Arts/Crafts Room 9am – 12noon
7am – 9pm Wednesday	Silver Sneakers Fit4Gold 10am – 11am Cat		Pickleball 9am – 12noon	
7am – 9pm Thursday	Silver Sneakers Yoga 10am – 11am Eileen	Tai Chi 10:30 am Ruth Persails	Pickleball 9am – 12noon	
7am – 9pm Friday	Silver Sneakers Classic 10am – 11am Christine		Pickleball 9am – 12noon	
8am – 5pm Saturday				

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SilverSneakers®

SilverSneakers® Classic. Have fun and move to the music through a variety of exercises designed to increase muscle strength, range of movement and activities for daily living. Hand-held weights, elastic tubing with handles and a Silver Sneakers ball are offered for resistance. A chair is used for seated exercises and standing support. This class can be adapted by the student depending on their fitness level and abilities. It is suitable for beginning to intermediate skill levels.

SilverSneakers® Yoga. Move through seated and standing yoga poses designed to increase flexibility, balance, and range of movement. Finish with restorative breathing exercises and final relaxation to promote reduced stress and mental clarity.

Fit4Gold: Perfect starter cardio class. Sweat to the oldies and some new ones, too! Aerobic/Dance combo class will get you movin' and shakin'.

Tai Chi uses gentle movements to help you gain balance, strength and flexibility. It is one of the many alternatives to help older people find pain relief.

PICKLEBALL – Come join this fun activity. Indoor racket/paddle sport where two or four players hit a perforated hollow ball over a 36-inch-high net. The manner of play resembles tennis or badminton but the court size and rules are different. Players are beginners to advanced and all are welcome.

CARDS – Active Generation - Cards are played in the Arts & Crafts Room. Game played, at this time, is "Hand & Foot", similar to Canasta. Everyone is welcome.

Gmail

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Labels

to me

Listed below are the results of looking up the Traffic Crash Data for JM Turk Road from 01/01/23-09/27/23. Also, below is my contact information in case I can help you further.

During the time period of 01/01/23-09/27/23 there have been 6867 crashes in Hall County. During this same time period, there have b 12 crashes on JM Turk Road. Listed are the dates and times of the crashes.

01/02/23 8:06am
01/03/23 4:01pm
01/10/23 3:24pm
01/11/23 7:25am
01/25/23 7:54pm
01/28/23 6:30am
03/29/23 6:45am
05/19/23 12:55pm
06/18/23 12:40pm
06/29/23 6:25pm
07/16/23 11:59am
07/19/23 9:14pm

Anael Dominguez (CDI: Planning)

From: Katie L. Greenway (CDI: Planning)
Sent: Wednesday, November 8, 2023 8:07 AM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: FW: Opposition to Rezoning Application HZON23-0041

Ana,

Please add this to public comment.

Katie Greenway
Principal Planner
Hall County Community Development and Infrastructure
(direct office) 770-297-2649
klgreenway@hallcounty.org

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From: chris linkowski <clinkowski@gmail.com>
Sent: Tuesday, November 7, 2023 5:48 PM
To: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; contactus@silverleafmanagement.com
Subject: Opposition to Rezoning Application HZON23-0041

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 Members of the Hall County Planning Commission, (Kathy Greenway)

I am writing to express my strong opposition to the rezoning application # HZON23-0041 off of J M Turk Rd, Flowery Branch, GA, which requests a change from Agricultural Residential III to Planned Residential Development (PRD). While I understand the importance of responsible development & growth in Hall county, I believe this particular proposal is deeply flawed & should not be approved for several reasons.

First and foremost, the proposed PRD is not compatible with the surrounding subdivisions. The character of this area has been established over the years, and introducing a PRD would disrupt the harmonious nature of our community. The size, density, and design of the PRD are not in line with the existing neighborhoods and would create an imbalance that is inconsistent with the current zoning and land use patterns. The proposed use is not consistent with the Hall Co Comprehensive Plan recommended maximum density of two dwellings per acre, which leads to many problems. Furthermore, one of the most concerning aspects of this proposal is the potential environmental negative impact, particularly regarding hard surface runoff.

Our county is already grappling with environmental issues, including water quality concerns, and the addition of a PRD with increased hard surface areas would only exacerbate these problems. Hard surface runoff is known to contribute to water pollution, erosion, and can disrupt natural drainage systems. This poses a significant threat to the local environment, our water resources, and the overall quality of life in the area. In light of these concerns, I urge the Hall County Planning Commission to carefully consider the long-term consequences of this rezoning application.

It is imperative that you take into account the potential negative impacts on the community's character and the environment when making your decision. I kindly request that the Hall Co Planning Commission reconsider this rezoning application and explore alternative solutions that better align with the current neighborhood's character and prioritize environmental sustainability. It is our collective responsibility to protect our community and its natural resources for future generations. Thank you for your attention to this matter. I trust that you will make a thoughtful and informed decision that truly benefits our county.

Respectfully,
Christopher and Charlene Linkowski
4578 Wingfield Way
Flowery Branch, GA 30542
404-405-5797

Anael Dominguez (CDI: Planning)

From: Katie L. Greenway (CDI: Planning)
Sent: Monday, November 6, 2023 8:36 AM
To: Anael Dominguez (CDI: Planning)
Subject: FW: Opposition to Rezoning Application HZON23-0041

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

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From: Janet Myers <jmm_cmc@hotmail.com>
Sent: Friday, November 3, 2023 7:12 PM
To: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Subject: Opposition to Rezoning Application HZON23-0041

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Dear Members of the Hall County Planning Commission,

I am writing to express my strong opposition to the rezoning application # HZON23-0041 off of J M Turk Rd, Flowery Branch, GA, which requests a change from Agricultural Residential III to Planned Residential Development (PRD). While I understand the importance of responsible development & growth in Hall county, I believe this particular proposal is deeply flawed & should not be approved for several reasons.

First and foremost, the proposed PRD is not compatible with the surrounding subdivisions. The character of this area has been established over the years, and introducing a PRD would disrupt the harmonious nature of our community. The size, density, and design of the PRD are not in line with the existing neighborhoods and would create an imbalance that is inconsistent with the current zoning and land use patterns. The proposed use is not consistent with the Hall Co Comprehensive Plan recommended maximum density of two dwellings per acre which leads to many problems.

Furthermore, one of the most concerning aspects of this proposal is the potential environmental negative impact, particularly regarding hard surface runoff. Our county is already grappling with environmental issues, including water quality concerns, and the addition of a PRD with increased hard surface areas would only exacerbate these problems.

Hard surface runoff is known to contribute to water pollution, erosion, and can disrupt natural drainage systems. This poses a significant threat to the local environment, our water resources, and the overall quality of life in the area.
In light of these concerns, I urge the Hall County Planning Commission to carefully consider the long-term consequences of this rezoning application. It is imperative that you take into account the potential negative impacts on the community's character and the environment when making your decision.

I kindly request that the Hall Co Planning Commission reconsider this rezoning application and explore alternative solutions that better align with the current neighborhood's character and prioritize environmental sustainability. It is our collective responsibility to protect our community and its natural resources for future generations.

Thank you for your attention to this matter. I trust that you will make a thoughtful and informed decision that truly benefits our county.

Respectfully,

Dr. Janet M. Myers, DNP, APRN, FNP/GNP-BC, ADM-BC, CDCES, NEA-BC (ret.)
4859 Wildlife Way
Flowery Branch, GA 30542

Anael Dominguez (CDI: Planning)

From: Katie L. Greenway (CDI: Planning)
Sent: Thursday, December 21, 2023 9:00 AM
To: Anael Dominguez (CDI: Planning)
Subject: FW: Proposed Rezoning and High Density Housing Development, JM Turk Road

Please add to public comment.

Katie Greenway
Principal Planner
Hall County Community Development and Infrastructure
(direct office) 770-297-2649
klgreenway@hallcounty.org

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From: Janet Myers <jmm_cmc@hotmail.com>
Sent: Thursday, December 21, 2023 8:12 AM
To: Kathy Cooper (County Commissioner) <kcooper@hallcounty.org>; Frank Sosebee (Planning) <frsosebee@hallcounty.org>; Richard Higgins (County Commissioner) <rhiggins@hallcounty.org>; Gina Pilcher <gpilcher@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Cc: dtimmscott@yahoo.com; DQNieto@aol.com; billcul2023@gmail.com; proctor12@hotmail.com; Darlene <Darlelong@bellsouth.net>
Subject: Proposed Rezoning and High Density Housing Development, JM Turk Road

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Diehl,

As a homeowner, I again want to thank you and your firm for providing opportunities for community members to voice concerns regarding the proposed rezoning and housing development adjacent to JM Turk Road, Flowery Branch, Georgia.

As I previously shared with you, I am confident that you will accurately relay to your client the many concerns that were resolutely expressed during the December 18th, meeting at the Mulberry Creek Community Center. Below is a summary of those concerns and potential sequelae articulated by individuals and families whose properties proximate to this high-density housing development.

Concerns are as follows:

- Devaluation of surrounding properties as proposed town-, traditional, and estate homes are not at all comparable in value.
- Marked degeneration of quality of life due to:
    - Congestion related to increased traffic estimated at an additional >600 cars on a currently designated, sub-standard county road.
    - Threats to personal safety due to potential for increased vehicular crashes and pedestrian injuries and/or death.
    - Irreparable ecological disruption due to radical change in topography resulting in destruction of current, fragile ecosystems.
    - Potential demographic shifts previously seen as a pattern due to the transient population affiliated with similar developments.
- Substantial increase in housing density when compared to surrounding communities that are located on notably larger lots when compared to the proposed 2.6 homes per acre.
- Inadequate access for emergency vehicles endangering the well-being and safety of inhabitants while potentially exposing the county to liability.
- Due to heightened risk of erosion and run-off resulting from proposed development, the integrity and structure of current bridges would be threatened. Residents are adamant about this potential threat as bridges in the area were recently re-constructed at a significant cost.
- Overcrowding of currently maximized schools and inability to accommodate anticipated expansion of student influx.

As was clearly evident from community feedback, opinions and perspectives are deeply entrenched that this development would inflict degradation, harm, and risk.

Best regards,
Dr. Janet M. Myers, DNP, APRN, FNP/GNP-BC, ADM-BC, CDCES, NEA-BC (ret.)

Anael Dominguez (CDI: Planning)

From: Katie L. Greenway (CDI: Planning)
Sent: Friday, September 8, 2023 2:51 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: FW: Opposition to HZON23-0041

Ana,

Please add for public comment.

Thank you,

Katie Greenway
Principal Planner
Hall County Community Development and Infrastructure
(office) 770-297-2649
(direct) 470-978-8272
klgreenway@hallcounty.org

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From: jayglez@bellsouth.net <jayglez@bellsouth.net>
Sent: Friday, September 8, 2023 2:12 PM
To: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Subject: Opposition to HZON23-0041

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.

September 8, 2023

Dear Council,

As a resident of Quailwood subdivision, and in agreement with the majority in our community, I am writing to register strong opposition to the HZON23-0041 - rezoning for a Single-Family Subdivision located on the east side of JM Turk Road intersection with Guth and Stanley Roads. We understand the need for affordable housing in our city, however, we believe that this high-density development would have a detrimental impact on our community and the surrounding communities.

We believe that the lot size, home size, and location of this residential development may negatively result in economic, environmental, and social impacts on Quailwood, Grandview Estates, Martin Crossing, Laurel Oaks, and countless stand-alone homes along Martin, JM Turk, and Stanley Roads. We think these communities

would be better served alongside new residential homes and developments that a comparable in price, lot size, and home size.

The type and square footage of these proposed single-family residences and townhomes might drastically alter the aesthetic of our area, replacing the existing greenery and open spaces with a high-density housing complex. A development of this magnitude may also reduce environmental amenities causing significant environmental damage, destroying and displacing natural wildlife habitats, and increasing wildlife migration into residential communities.

We also think the proposed high-density development might be too large for this area. The increase in population density may place a strain on the existing infrastructure, possibly leading to increased traffic, congestion, pollution, road safety issues, and stress on our public & local services. High-density developments, like this one, may be better suited in areas where the infrastructure, schools, and public and local services can effectively support population growth.

Additionally, this development may harm property values in and around the surrounding areas. The influx of 300+ moderate-priced homes could lead to an increase in crime rate, diminution of property values, and generate lower home prices, making it difficult for current residents to sell their homes and move elsewhere.

On the other hand, given the desirability of our neighborhood and surrounding communities, this development may garner large profit margins for their stakeholders.
For years, South Hall has been growing at an all-time high. Rezoning and open lots have been filled with apartments, townhomes, and warehouses which impact the existing road network and public infrastructure. In our immediate area, we have personally experienced massive growth (as listed below) without enough infrastructure upgrades. We have experienced various tax increases, as shown in the substantial increases in property assessment taxes, without the new economic growth shouldering their share of the tax burden.

Justo (“Jay”) Gonzalez
4656 Quailwood Drive
Flowery Branch, GA 30542
Home: 770-965-1815
Cell: 770-540-5011
jayglez@bellsouth.net

To: Planning Commission 10/13/2023

From: Randy and Tammy Jones and Gloria Stanley

Addresses: 4590, 4601 and 4610 Stanley Rd.

Subject: Approval of rezoning package

Dear planning Commission,

Our family has lived on this property since 1963 and have seen a lot of changes as the county has grown. My mother-in-law's father, Buddy Martin owned the property much earlier than this and provided a place for his family to live. It is now time to sell; my mother-in-law is now in her 80's and the property is too much for her to maintain anymore. Her husband passed a little over seven years ago and she now lives alone. The house is deteriorating, and very costly to maintain on her low fixed income. The house is just too large for one elderly person to maintain. After serving over 30 years in the military my wife and I will no longer move back either. Therefore, we made a family decision about three years ago to put the property up for sale. This would provide her with financial security and the ability to purchase or rent a smaller place that is maintained by a management company.

If anyone opposes this rezoning, I would like to point out a few facts:

Before Grandview subdivision was built, we were approached, and my family was unable to purchase the property. We understood at the time growth and development in our area was booming. We were approached at this time as well and offered a really good offer for our lands. We declined and understood change was inevitable and watched the development happen. If Grandview subdivision opposes the rezoning, Grandview had the same opportunity to purchase our property if they choose and they did not. When they developed the subdivision and traffic increased on the road just above us, we dealt with it.

We had the chance to purchase the property that Quailwood subdivision now sits on before the subdivision was built so we would not have to view all the houses from our property. However, we could not and did not purchase the property. We now see all the houses if we walk the back half of our properties. If the neighborhood behind us, (Quailwood) opposes this rezoning they could have purchased our property when it was on the market. This is the same subdivision that did not like the traffic on Martin Rd. When the county developed a plan to help with the traffic, this subdivision opposed the county's plan. The county changed the plan from additional lanes and instead added, a roundabout and some stop signs. If traffic comes up as a reason, they should not have fought with the county's plan and instead did what the county planned. Also, the additional exit has opened on Interstate 985 and this is where most of the traffic will transit anyway. Martin Rd will not see the traffic they were not worried about years ago.

A few years back the eleven plus acres that sits almost in the middle of our property went up for sale. Jerry Phillips, the owner at that time asked if we wanted to buy it. However, with the passing of my father-in-law a few years earlier we were not financially able too. Again, we understood the potential it might be developed and nothing we could do about it. Before putting our property up on the

market, we approached the new owners and provided them with the opportunity to purchase our property. However, they chose not too as well.

The other property owner that adjoins ours, owned by Mark Faul, approached us when the property was put on the market. However, he only wanted the property on the left side of Stanley Rd. This is the most desirable part of our property. He only offered enough to pay for the land, which did not take into account the valve of my mother-laws primary recidence. He has sense built a winery business directly behind us and therefore really has no standing.

To address the concern about number of residents per acre that I read in the paper. The extremely large apartment complex at the corner of Martin Rd and Atlanta Hwy well exceeds the number of units per acre and they are still building more.

In closing, we have lived at this location for over 60 years. We were here before any of the residents above that might oppose this rezoning. It is our right to sale our property, any of them could have purchased the property before we went under contract with the developer. My mother-in law should not be concerned she will not have enough money to support herself, deal with the difficulties of maintaining a house that is over sixty years old and become a burden on the family. Thank you for your time and consideration.

Subject: Protecting the Heart of Hall County: No to Rezoning Application HZON23-0041

Dear Hall County Planning Commission,

I hope this letter finds you dedicated, as ever, to the well-being of our cherished Hall County. It is with a sense of urgency and a heavy heart that I pen this letter. The proposal for rezoning agricultural land to a Planned Residential Development (PRD) has many of us in the community worried, and I must voice my **strong opposition to application HZON23-0041**.

Our neighborhood's charm is in its tranquility and green spaces, something a PRD could significantly disrupt. The proposed density and design do not reflect the character of our existing homes and, frankly, it feels out of place. It's not just about how things look; it's about preserving the community feel we've all invested in.

I'm also troubled by the potential environmental impacts. More hard surfaces mean more runoff and more strain on our waterways. We already face challenges with water quality, and this development could make it worse, affecting everything from our backyards to the local wildlife we're so proud of.

I understand the need for growth, but it should not come at the expense of what makes Hall County special. I urge you to consider the long-term effects and to look for options that keep in line with our community's values and the natural beauty that surrounds us.

I respectfully appeal to the Hall County Planning Commission to reject this application and seek pathways that honor our established community character and uphold our commitment to environmental stewardship. We must wield our foresight and collective responsibility to ensure a legacy of a verdant and harmonious Hall County for our progeny.

Let's find a way to grow responsibly, in harmony with our environment and without losing what makes our area unique. Thank you for listening and for everything you do for our county.

Sincerely,

Jose Serres
4665 Windswept Way
Flowery Branch, GA 30542

Anael Dominguez (CDI: Planning)

From: Katie L. Greenway (CDI: Planning)
Sent: Monday, November 20, 2023 8:33 AM
To: Anael Dominguez (CDI: Planning)
Subject: FW: Opposition to zoning Application HZON23-0041

Ana,

Please add to public comment.

Katie Greenway
Principal Planner
Hall County Community Development and Infrastructure
(direct office) 770-297-2649
klgreenway@hallcounty.org

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

From: Cindy Cobb <cindyfcobb@icloud.com>
Sent: Sunday, November 19, 2023 4:46 AM
To: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Subject: Opposition to zoning Application HZON23-0041

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 Members of the Hall County Planning Commission,

I am writing to express my strong opposition to the rezoning application # HZON23-0041 off of J M Turk Rd, Flowery Branch, GA, which requests a change from Agricultural Residential III to Planned Residential Development (PRD). While I understand the importance of responsible development & growth in Hall county, I believe this particular proposal is deeply flawed & should not be approved for several reasons.

First and foremost, the proposed PRD is not compatible with the surrounding subdivisions. The character of this area has been established over the years, and introducing a PRD would disrupt the harmonious nature of our community. The size, density, and design of the PRD are not in line with the existing neighborhoods and would create an imbalance that is inconsistent with the

current zoning and land use patterns. The proposed use is not consistent with the Hall Co Comprehensive Plan recommended maximum density of two dwellings per acre which leads to many problems.

Furthermore, one of the most concerning aspects of this proposal is the potential environmental negative impact, particularly regarding hard surface runoff. Our county is already grappling with environmental issues, including water quality concerns, and the addition of a PRD with increased hard surface areas would only exacerbate these problems. Hard surface runoff is known to contribute to water pollution, erosion, and can disrupt natural drainage systems. This poses a significant threat to the local environment, our water resources, and the overall quality of life in the area.
In light of these concerns, I urge the Hall County Planning Commission to carefully consider the long-term consequences of this rezoning application. It is imperative that you take into account the potential negative impacts on the community's character and the environment when making your decision.

I kindly request that the Hall Co Planning Commission reconsider this rezoning application and explore alternative solutions that better align with the current neighborhood's character and prioritize environmental sustainability. It is our collective responsibility to protect our community and its natural resources for future generations.

Thank you for your attention to this matter. I trust that you will make a thoughtful and informed decision that truly benefits our county.

Respectfully,
Mark & Cynthia Cobb
Quailwood subdivision
4707 Deer Creek Court
Flowery Branch, GA 30542

Sent from my iPhone

Anael Dominguez (CDI: Planning)

From: Katie L. Greenway (CDI: Planning)
Sent: Monday, October 30, 2023 2:45 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning)
Subject: FW: Stanley Road Development Letters and Powerpoint

Please make this a part of public comment.

Thank you,

Katie Greenway
Principal Planner
Hall County Community Development and Infrastructure
770-531-6809 | www.hallcounty.org

HALL COUNTY
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From: Mark Faul <arrowquest@gmail.com>
Sent: Monday, October 30, 2023 9:57 AM
To: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Subject: Re: Stanley Road Development Letters and Powerpoint

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.

Thank you. However, extending my driveway to meet the new proposed Stanley Road and having homes on both sides of my driveway may also be a possibility and will cause considerable harm to my property value. It would be like driving through a subdivision to get to my house. Would the County ever allow such an action, like this?

This proposal is highly aggressive on all issues (ie, density, 4 variances, setbacks ...); thus, I do not think I am being paranoid. How do I protect myself from the possibility of this action?

I know Eric Conoly at 4690 Stanley Road is also deeply concerned about this potential development and its impacts on Stanley Road.

Thanks: Mark Faul, 678-472-6327

Virus-free.www.avg.com

On Fri, Oct 27, 2023 at 4:22 PM Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org> wrote:

> Good afternoon, Mark.
>
> Thank you for following up. Your concerns have been brought to the applicant, and your presentation added to the public comments for the request.
>
> I can assure you that construction plans would not be approved that landlocks your property, even if the project were approved by the board. A condition could be added to that effect to ensure that the issue is addressed if they choose to approve.
>
> Please let me know if you have any other questions.
>
> Thank you,
>
> Beth Garmon
>
> **Beth Garmon**
>
> Zoning Director
>
> Hall County Community Development and Infrastructure
>
> (office) 770-531-6809
>
> (direct) 770-297-2626
>
> bgarmon@hallcounty.org
>
> All **PLAT** and **BUILDING PERMIT** submittals may be submitted online through Accela. Plat inquiries may be submitted to plats@hallcounty.org. Zoning inquiries may be submitted to planning@hallcounty.org.

HALL COUNTY
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From: Mark Faul <arrowquest@gmail.com>
Sent: Friday, October 27, 2023 4:12 PM
To: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Subject: Re: Stanley Road Development Letters and Powerpoint

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.

Just wondering. Was this letter from the attorney indicating that my property will be landlocked forwarded to the applicant for resolution?

It's so hard to believe that my property is threatened like this.

Thanks: Mark Faul

On Mon, Oct 16, 2023, 3:45 PM Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org> wrote:

> Mark,
>
> Thank you for your email. Please be aware that the applicant has requested to table to the 11/20 Planning Commission meeting.
>
> Thank you,
>
> Beth

From: Mark Faul <arrowquest@gmail.com>
Sent: Monday, October 16, 2023 3:44 PM
To: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Cc: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Subject: Stanley Road Development Letters and Powerpoint

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.

WARNING: This communication has been detected as containing an attachment - Proceed with caution

Hello. Please see the attached pdf file which transmits my concerns over the Stanley Road Development.

Also included is:

- a powerpoint for tonight's presentation - I will be brief if I can even speak.

- a letter from an attorney indicating that landlocked is illegal.

Thank you:

Mark Faul

678-472-6327

Proposed Guth Development – Opposition Mark Faul, PhD

- Strongly opposed to the proposed development of 324 homes in a 117 acre area.
- The proposed development harms the local property owners and the community.

These concerns follow:

1. Personal Impact to property owners – including landlocking access to buildings
2. Ethical Issues with Real Estate company, attorneys and review process
3. Mosquito problem from the numerous water detention ponds
4. Rural Area - proposed lot density exceeds what is reasonable for the area
5. Traffic Analysis is flawed
6. Sewer access and capacity is not clear
7. Summary

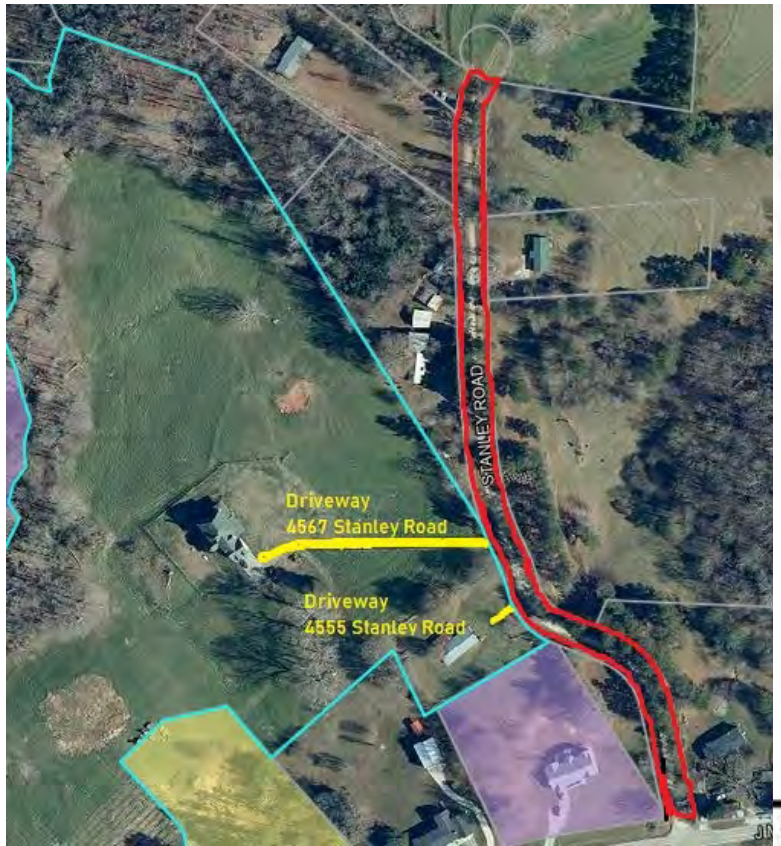
- Grateful for public comment opportunity

Proposed Guth Development – Issue #1 – Landlocks access to two Buildings

- Proposed Subdivision moves Stanley Road and landlocks access to two buildings:

- Personal residence – 4567 Stanley Road
- Barn – 4555 Stanley Road
- Unaddressed by the Hall County Planning Department Comments
- Such action is highly unethical and probably illegal. It is currently being reviewed by an attorney.
- Greenspace blocks access to 4555 Stanley Road.
- Lot 1 cuts off access to personal residence.
- Improper setbacks on Lot 2.
- Not a mistake – other parts of the site plan show driveways (page 27)

Current Road and property boundaries:
Source: Hall County GIS System



Proposed Guth Subdivision
Source:
https://www.hallcounty.org/DocumentCenter/View/11561/Guth-JM-Turk-Stanley-Rd---Thompson-OBrien-Kappler---Final

Proposed Guth Development – Issue #2 – General Unethical Practice

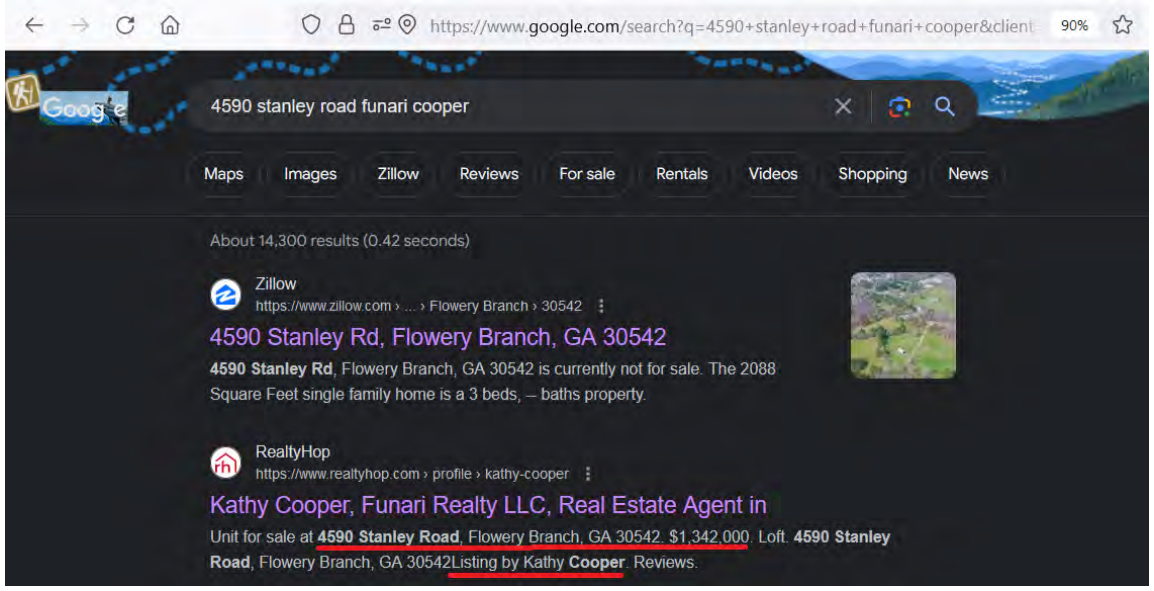
Some Ethical Considerations for the Hall County Commissioners

- Moving a Public Road (Stanley Road) without approval of the people who bought and live on that Road – unethical
- What kind of developers, real estate professionals and Hall County reviewers support land locking properties?
- Real Estate Agent on Property is a Hall County Commissioner:
  - Recusal from Commissioner votes on development is not enough
  - Kathy Cooper talked seller out of my offer in during January 2021
  - A real Estate Agent should never be a Commissioner – too many conflicts that can't be reviewed.
- Developers are attorneys – they will not have the needs of the community at heart (see linkedin site) and may not have the necessary skills to do a development like this.
- Real Estate Company is Funari - Engaged in questionable ethical violations
  - No MLS number in the system, yet the Funari sign has been up for years and is still up today.
  - Used photos of other land (up to 60%) in the flyers to try to sell the 4590 Stanley Road property
  - Talking sellers out of valid offers and no counter-proposals.

Proposed Guth Development – Issue #1 – General Unethical Practice

Some Ethical Considerations for the Hall County Commissioners

- How can a Commissioner be a real estate Agent on a property that impacts the community?
- Listed MLS pictures show 60% of other people's property without disclosure.
- Kathy Cooper's communications with the seller shaped and hampered my ability to purchase this property.
- Zillow says value of 4590 Stanley Road is $496,200. Listed price was $1,342,000



Mark Faul <arrowquest@gmail.com> Jan 13, 2021, 11:51 AM
to jkcooperfarms

Hello Kathy Cooper. Here is the last offer. I would like to submit something similar.

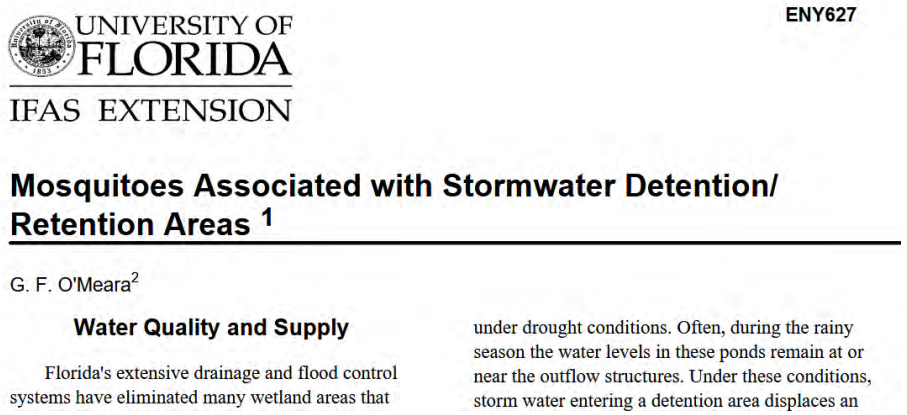
Thanks: Mark Faul, 678-472-6327

---------- Forwarded message ---------
From: **Mark Faul** <arrowquest@gmail.com>
Date: Tue, Feb 18, 2020 at 7:30 PM
Subject: Contract - 4590 Stanley Road
To: <tony@funarirealty.com>, <info@funarirealty.com>

Proposed Guth Development – Issue #3 – Mosquito and Disease

- Proposed Subdivision creates a giant mosquito problem for the area:
  - The Steep topography of the area creates quick water runoff during storms.
  - This excess water will rapidly fill the planned multiple planned detention ponds in an area of excessive housing density.
  - Mosquitos will result. Increased chance of disease (i.e., West Nile virus) and significantly harm the quality of life.
  - Winery on JM Turk Road will likely be harmed by increase of mosquito population – Direct threat.
  - Community Public Health Problem created. Public will be harmed - Direct threat.
  - Problem will prohibit substantial development of Stanley/Guth Road properties, unless underground detention ponds are created.
  - Sample of Research highlighting the mosquito problems associated with open detention ponds:

- Gingrich, Jack B., et al. "Stormwater ponds, constructed wetlands, and other best management practices as potential breeding sites for West Nile virus vectors in Delaware during 2004." *Journal of the American Mosquito Control Association* 22.2 (2006): 282-291.
- Irwin, Patrick, et al. "Urban wet environment as mosquito habitat in the upper midwest." *EcoHealth* 5 (2008): 49-57.
- Harbison, Justin E., et al. "The need for collaboration among government agencies to reduce mosquito production in mandated stormwater treatment structures." *Journal of the American Mosquito Control Association* 26.2 (2010): 198-204.



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Mosquitoes Associated with Stormwater Detention/ Retention Areas [1]

G. F. O'Meara[2]

Water Quality and Supply

Florida's extensive drainage and flood control systems have eliminated many wetland areas that

under drought conditions. Often, during the rainy season the water levels in these ponds remain at or near the outflow structures. Under these conditions, storm water entering a detention area displaces an

Proposed Guth Development – Issue #4 – Rural Area Imbalance

- Proposed Subdivision home density exceeds what is allowable:
  - Dept of Transportation tractor caution sign about 100 feet from Stanley Rd
  - 324 lots on a 117 acre parcel excessive.
  - Each lot, on average is less than 0.36 of an acre.
    - Smaller lots when you consider roads and detention ponds
  - Large tracks of land in the area. Active farmers. Wrecks between farm vehicles and autos will occur.
  - Largest vineyard in Hall County located about 400 feet from the proposed dense development.
  - Excessive development conflicts with agricultural vehicles.
  - Winery selected as an "agrotourism spot" by Georgia Grown Division within the State of Georgia
    - Development will hurt the local winery

The State works hard to push Georgia Grown Agriculture. This development is counter to that future effort.

GEORGIA grown®

Please vote no to the rezoning request.
This development proposal does not fit this area at all.

Proposed Guth Development – Issue #5 – Flawed Traffic Analysis

- Traffic Analysis flawed.
  - Traffic counts taken for one day (16 May 2023)
    - About half of the entire submitted proposal is a traffic analysis.
    - Inadequate representativeness. May not be representative of any flow patterns
    - Need analysis of multiple days. One day is inappropriate.
    - Statistical power for representativeness not done:
      - **Sampling ratio (sample size to population size):** Generally speaking, the smaller the population, the larger the sampling ratio needed. For populations under 1,000, a minimum ratio of 30 percent (300 individuals) is advisable to ensure representativeness of the sample. For larger populations, such as a population of 10,000, a comparatively small minimum ratio of 10 percent (1,000) of individuals is required to ensure representativeness of the sample. Source: https://wp.stolaf.edu/iea/sample-size/

  - Traffic Analysis not done on Stanley or Guth Roads
    - This is where most of the traffic will likely increase – about 300-1200 fold (estimate)
    - Analysis not performed, yet very relevant to the proposal

Proposed Guth Development – Issue #6 – Sewer Access and Capacity

- Sewer access is unclear
  - Very little in the proposal discusses sewer access
  - No Sewer service is available on JM Turk Road within a mile
  - This super high density is not even allowed with full sewer access.
  - Proposal is not consistent with the Hall County Development plan.
  - Traffic analysis of one day is flawed. No traffic analysis of Stanley or Guth Roads
  - The excessive above ground detention ponds will create a breeding ground for mosquitos.

Proposed Guth Development – Summary

- This hyper development does not belong in this area of Hall County.
    - Unethical actions (land locking)
    - Violates Hall County Development Rules (density, future growth plan)
    - Doesn’t make Sense
    - Doesn’t fit Agricultural feel
    - Poor and steep topography will cause detention ponds to stay full and create a Public Health Threat from Mosquito

Please vote no to the rezoning request.
This development proposal does not fit this area at all.

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

October 16, 2023
VIA ELECTRONIC DELIVERY

Mark Faul, PhD
4567 Stanley Road
Flowery Branch, GA 30542

RE: Effects of Proposed Development Adjacent to 4567 and 4555 Stanley Road

Dear Dr. Faul,

At your request I have conducted a limited search of the property records of your properties commonly known as 4567 and 4555 Stanley Road which are collectively identified as Hall County Tax Parcel No. 15044 000034 (collectively referred to herein as the "Property"). I have also reviewed the information you provided to me pertaining to the proposed development of the adjacent property, which proposal I understand is scheduled be presented to the Hall County Board of Commissioners for consideration.

The purpose of this letter is to provide to you my conclusions as to the potential effects of the proposed development on access to the Property based upon the above information. The development as presented would result in a complete loss of access to the Property from Stanley Road. Further, no other existing roads or driveways provide a means of access to the Property. Accordingly, the proposed development, if approved, will essentially landlock the Property as there are no other present or practical means of access.

If the proposed development is approved as presented to me, you will have potential legal and equitable claims including, but not necessarily limited to, claims of inverse condemnation, claims to reestablish access to and from the Property, and claims to recover your legal damages.

Sincerely,

Keith J. Whitaker

Street Address:
Smith Gilliam Williams & Miles, P.A.
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

In Your Community. In Your Corner.

Mark Faul, PhD
4567 Stanley Road, Flowery Branch, Georgia 30542

15 October 2023

Hall County Planning and Development
2875 Browns Bridge Road
(attn: Randi Doveton, Director of Planning and Development)
Gainesville, GA 30504

Dear Randi Doveton:

This letter is in regard to my opposition to the proposed 324 lot development on Stanley Road in Flowery Branch GA. The proposed development harms the local property owners and the community. I am strongly opposed to this development for the following reasons:

1. The proposed plan landlocks my property from Stanley Road. The developers want to move Stanley Road and put houses in from of my driveway, thus, blocking me from my personal residence (4567 Stanley Road) and my Barn (4555 Stanley Road). I found out about this only by reviewing the proposal. I have sought legal counsel and confirmed that landlocking is illegal and I would have a legal case against the anyone involved in depriving me access, or damaging the appearance to my property. Please see attached letter.

2. It is unethical for a County Commissioner to be a Real Estate Agent on this matter. Various actions, such as talking the landowner out of an attempt to purchase the property is unethical. Please see the presentation for additional details.

3. Large portions of this property have steep topography. There are 4 large detention ponds that would fill up very quickly and drain very slowly. This would create a mosquito haven for the area. Given the exemptions for personal residences in the water detention calculations, the water not be properly captured and will cause flooding downstream and mosquitos, which is a direct threat winery business located nearby and to all of the surrounding residents. The increase in mosquito population will introduce mosquito vector based diseases such as (West Nile Virus and the Zika Virus).

4. The proposed lot density exceeds what is reasonable for the area and what is legally permissible. There is no known local sewer access. Tractors run on these roads! Hall County's largest vineyard is about 400 feet from Stanley Road.

5. This area is a breeding area for the Barred Owl. We hear them almost every night. This friendly form of wildlife helps maintain the rodent population. If the proposal goes through, it will ruin the natural habitat for the Barred Owl and the quality of life will suffer.

6. The Traffic Analysis is deeply flawed. It is not a representative sample of traffic, as it includes counts from a one-day total. Also, the traffic increase will be on Stanley Road (estimated 300-1,200 fold). Stanley Road was not included in the analysis.

7. The proposed development is not consistent with existing growth plans for Hall County.

8. The proposed development has one way in and one way out. This is very dangerous for high density housing. An "emergency exit" is someone's driveway that is an unrecorded "handshake" easement in Hall County.

I am deeply opposed to this development and will be negatively impacted by the plan is approved. Powerpoint slides are also attached. Please feel free to call me if you have any questions, Mark Faul (678-472-6327).

Sincerely:

Mark Faul, PhD
678-472-6327

Proposed Stanley Rd Development – Opposition: Mark Faul, PhD

- Strongly opposed to the proposed development of 324 homes in a 117 acre area.
- The proposed development harms the local property owners and the community.

These concerns follow:

1. Personal Impact to property owners – including landlocking access to buildings
   - Letter from an attorney indicating proposal is illegal.
2. Ethical Issues with Real Estate company, developers and the review process
3. Mosquito problem from the numerous water detention ponds
4. Rural Area - proposed lot density exceeds what is reasonable for the area
5. Displacement of the Barred Owl – friendly wildlife
6. Traffic Analysis is flawed
7. Not consistent with Hall County development plans
8. One way in and one way out – dangerous for high density housing
9. Summary

- Grateful for public comment opportunity

Proposed Stanley Rd Development – Issue #1 – Landlocks access to two Buildings

- Proposed Subdivision moves Stanley Road and landlocks access to two buildings:

- Personal residence – 4567 Stanley Road
- Barn – 4555 Stanley Road
- Unaddressed by the Hall County Planning Department Comments
- Such action is highly unethical and probably illegal. It is currently being reviewed by an attorney.
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- Improper setbacks on Lot 2.
- Not a mistake – other parts of the site plan show driveways (page 27)

Current Road and property boundaries:
Source: Hall County GIS System

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Source:
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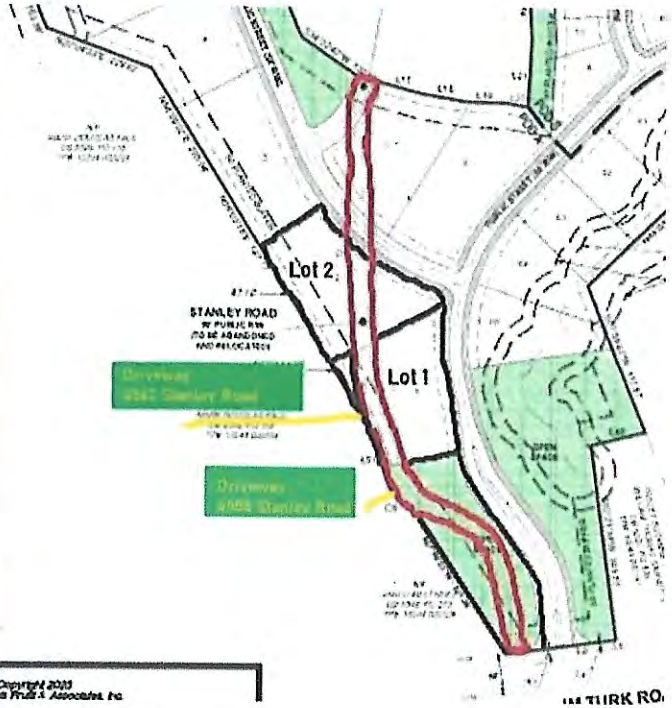

Proposed Stanley Rd Development – Issue #2 – General Unethical Practice

Some Ethical Considerations for the Hall County Commissioners

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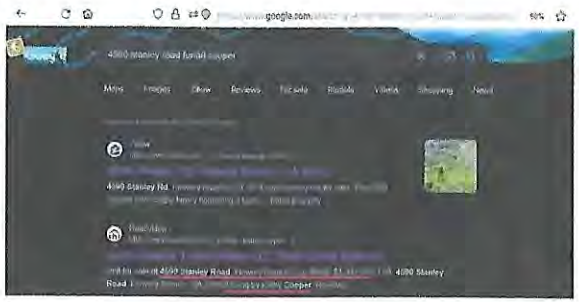

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  - The Steep topography of the area creates quick water runoff during storms.
  - This excess water will rapidly fill the planned multiple planned detention ponds in an area of excessive housing density.
  - Flooding possibilities down stream – Eli Valley already floods.
  - Mosquitos will result. Increased chance of disease (i.e., West Nile virus, Zika) and significantly harm the quality of life.
  - Winery on JM Turk Road will likely be harmed by increase of mosquito population – Direct threat.
  - Community Public Health Problem created. Public will be harmed - Direct threat.
  - Problem will prohibit substantial development of Stanley/Guth Road properties, unless underground detention ponds are created.
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G. F. O'Meara[2]

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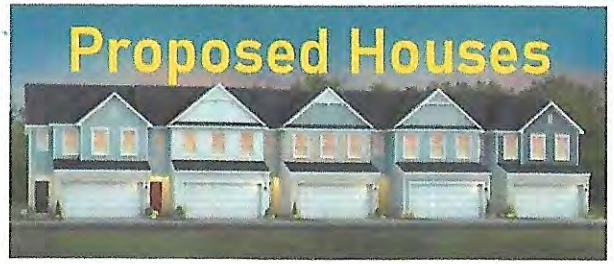
  - Each lot, on average is less than allowed by Hall County.
    - Smaller lots when you consider roads and detention ponds



  - Large tracks of land in the area. Active farmers. Wrecks between farm vehicles and autos will occur.
  - Largest vineyard in Hall County located about 400 feet from the proposed dense development.
  - Excessive development conflicts with agricultural vehicles.
  - Winery selected as an "agrotourism spot" by Georgia Grown Division within the State of Georgia
    - Development will hurt the local winery

The State works hard to push Georgia Grown Agriculture. This development is counter to that future effort.

GEORGIA grown®

Please vote no to the rezoning request. This development proposal does not fit this area at all.

Proposed Stanley Rd Development – Issue #5 – Barred Owl Nesting grounds

- Proposed Subdivision will hurt friendly wildlife in the area:

- Common Nesting ground for the barred owl.
  - Can hear them at night.
  - Owls keep rodent population in check.
  - Proposal will displace the Barred Owl nesting grounds.

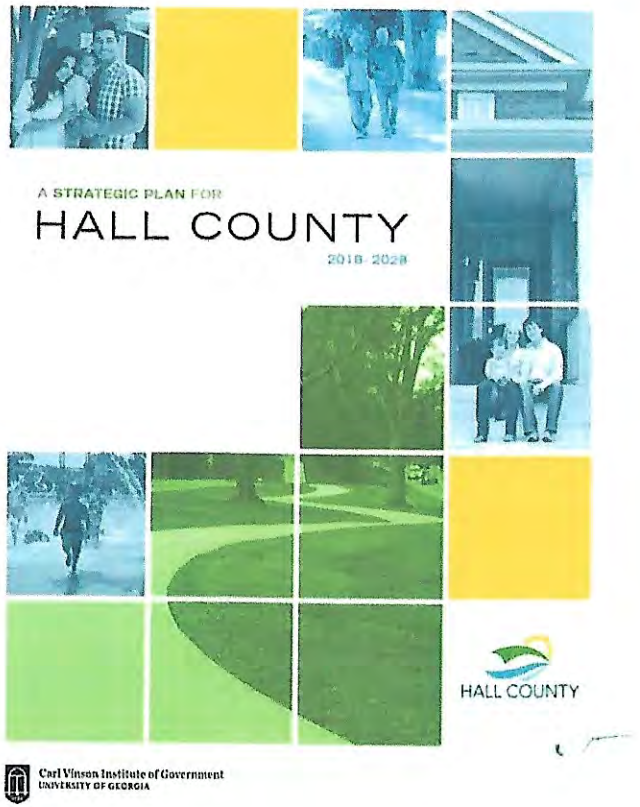
Proposed Stanley Rd Development – Issue #6 – Flawed Traffic Analysis

- Traffic Analysis flawed.
  - Traffic counts taken for one day (16 May 2023)
    - About half of the entire submitted proposal is a traffic analysis.
    - Inadequate representativeness. May not be representative of any flow patterns
    - Need analysis of multiple days. One day is inappropriate.
    - Statistical power for representativeness not done:
      - **Sampling ratio (sample size to population size):** Generally speaking, the smaller the population, the larger the sampling ratio needed. For populations under 1,000, a minimum ratio of 30 percent (300 individuals) is advisable to ensure representativeness of the sample. For larger populations, such as a population of 10,000, a comparatively small minimum ratio of 10 percent (1,000) of individuals is required to ensure representativeness of the sample. Source: https://wp.stolaf.edu/iea/sample-size/

  - Traffic Analysis not done on Stanley or Guth Roads
    - This is where most of the traffic will likely increase – about 300-1200 fold (estimate)
    - Analysis not performed, yet very relevant to the proposal

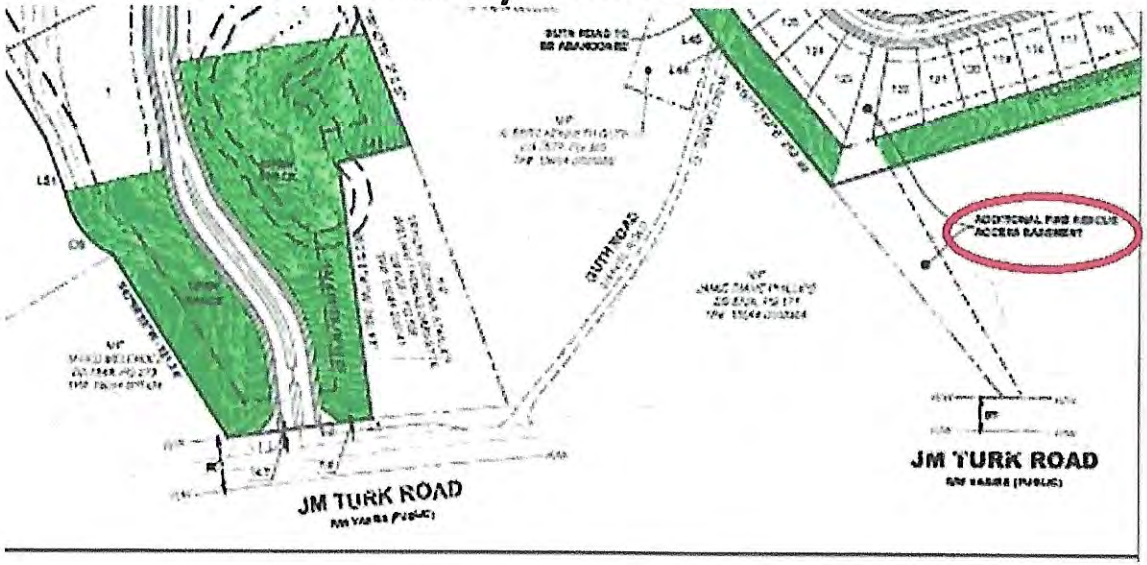
Proposed Stanley Rd Development – Issue #7 – Not consistent with Hall County growth pla

- Development is not consistent with the future growth plans already approved by Hall County Commissioners.



Proposed Stanley Rd Development – Issue #8 – No emergency exit from subdivision

- One way in and one way out – dangerous for EMS and Fire management.
- Proposed emergency exit is someone's driveway
  - Not a public Road
  - Handshake easement
  - Unrecorded in Hall County Records



Exit for emergency vehicles is a driveway, not a public road.

Proposed Stanley Rd Development – Summary

- This hyper development does not belong in this area of Hall County.
  - Unethical actions (land locking)
  - Violates Hall County Development Rules (density, future growth plan)
  - Doesn't make Sense
  - Doesn't fit Agricultural feel
  - Displaces friendly wildlife (Barred Owl)
  - Poor and steep topography will cause detention ponds to stay full
  - Creates a Public Health Threat from Mosquitos (Wet Nile Virus and Zika)
  - Proposal is not consistent with the Hall County Development plan
  - Dangerous – one way in and one way out.

Please vote no to the rezoning request. This development proposal does not fit this area at all.

Anael Dominguez (CDI: Planning)

From: Beth Garmon (CDI: Planning)
Sent: Monday, November 20, 2023 8:54 AM
To: Anael Dominguez (CDI: Planning)
Subject: FW: Mulberry Springs Winery concerns over the proposed rezoning and dense Subdivision Stanley/Guth Road
Attachments: mulberry_springs_opposition_112023.pdf

Beth Garmon
Zoning Director
Hall County Community Development and Infrastructure
(office) 770-531-6809
(direct) 770-297-2626
bgarmon@hallcounty.org

All **PLAT** and **BUILDING PERMIT** submittals may be submitted online through Accela. Plat inquiries may be submitted to plats@hallcounty.org. Zoning inquiries may be submitted to planning@hallcounty.org.

HALL COUNTY
GEORGIA
We have it all in Hall

From: Mark Faul <mark@mulberrysprings.com>
Sent: Monday, November 20, 2023 8:50 AM
To: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>
Cc: derrick.mccollum@house.ga.gov
Subject: Mulberry Springs Winery concerns over the proposed rezoning and dense Subdivision Stanley/Guth Road

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

WARNING: This communication has been detected as containing an attachment - Proceed with caution

Please note that 4567 and 4555 Stanley Road are active farm properties that support the Mulberry Spring Vineyard and Winery. The creation of a high density subdivision off of Guth and Stanley Road will severely hurt Winery activities.

This is a rural area with active farm operations, which is incompatible with farm activities. Please see the attached letter outlining the opposition. Request denial of any rezoning effort and any attempt to landlock properties on Stanley or moving the Road in any way.

Given the seriousness of this matter, a copy of this letter is going to the State Representative Office of Derrick McCollum.

Thank you for your consideration.

Mark Faul, PhD
Mulberry Springs Winery
https://www.mulberrysprings.com/
678-472-6327

Mulberry Springs Vineyard and Winery

Arrowquest Services Inc.
4567 Stanley Road, Flowery Branch, Georgia 30542

17 November 2023

Hall County Planning and Development
2875 Browns Bridge Road
(attn: Randi Doveton, Director of Planning and Development)
Gainesville, GA 30504

Dear Randi Doveton:

Arrowquest Services Incorporated is the organization that operates Mulberry Springs Vineyard and Winery, which is a Farm House winery located at 4527 JM Turk Road, Flowery Branch GA 30542. These wineries are allowed on AGRICULTURAL- RESIDENTIAL III (AR-3) zoning and are very popular with the public. Farm Wineries were also encouraged by the State of Georgia to promote Georgia Agriculture and employment. Hall County Commissioners granted approval of Mulberry Springs Vineyard and Winery on 5 May 2021. Arrowquest Services Inc. manages Mulberry Springs Vineyard and Winery and has a role in providing the following positive attributes to the Hall County Community:

- The Largest Vineyard in Hall County.
- A google 5-star out of 5-star average review and 23,215 views on Google Maps (image 1).
- Overwhelming support on Facebook with thousands of likes, followers and support from the Community.
- Member of Georgia Agrotourism Group – supported by Road signs.
- Employs people and helps the economy.
- Provides a fantastic view for guests and helps create a positive image of Hall County.

Unfortunately, the proposed subdivision and rezoning request on Stanley Road in Flowery Branch GA will directly hurt winery operations and may result in the closure of the winery. The proposed subdivision, is actually an urban island in an established rural area, requesting 4 variances against existing Hall County rules. The rezoning application is located here: http://img1.wsimg.com/blobby/go/bdc3f054-bab6-4e84-8c37-25a3d969ad87/downloads/Guth%20JM%20Turk%20Stanley%20Rd%20-%20Thompson%20OBrien%20Kapp.pdf?ver=1696435243243).

This request is overly aggressive and is asking to put 324 homes on 117 acres, and will negatively impact the Mulberry Springs Vineyard and Winery in numerous ways. We encourage you to deny the rezoning request of PRD from AR-3 Stanley Road for the following reasons:

The plan Landlocks Winery Operations at 4555 Stanley Road. The proposal, if approved, moves Stanley Road and landlocks property at 4555 Stanley Road where some winery operations occur (image 2). Implementation of this plan will severely damage the winery operations. Stanley Road is currently a small gravel road that handles farm equipment to allow winery trucks and machine access. If not landlocked a reconfigured Stanley Road will have farm equipment competing with subdivision traffic of about 1,000 cars (image 3).

Views of Mulberry Springs are amazing – rezoning will destroy the views. People come to the winery to relax and get something they can't get at home, which is beautiful vistas and peacefulness.

The winery location was specifically chosen for its views and the limited growth possibility on Stanley Road due to its odd triangular shape the impossibility of building houses on the Road, given setback rules. However, the proposed plan is to move Stanley Road and will allow many houses to be seen from the winery. This will hurt the views of the largest Vineyard in Hall County and help destroy a valuable asset to the community. Further, the State of Georgia has declared Mulberry Springs Vineyard and Winery an official "Georgia Grown Agritourism site". This high-density subdivision proposal is inconsistent the State of Georgia agritourism designation (image 4).

The plan has excessive housing density, beyond allowable rules, which may result in noise complaints. Part of the vineyard lies 400 feet from Stanley Road. The current plan is to move Stanley Road and have houses backup to 4567 Stanley Road, with limited setbacks. Thus, people may hear wine drinkers have conversations and wine drinkers may be bothered by dense subdivision noise. It goes both ways. The excessive density and movement of Stanley Road puts winery operations at risk of receiving noise complaints and diminished winery patronage. Please note, the current AR-3 density is manageable and consistent with the entire rural area and is normal zoning for Wineries throughout the State of Georgia. However, PDR zoning is incompatible with winery operations and is setting up the winery for noise complaints. The decision to allow anything other than AR-3 zoning will severely injure the winery sales.

Retention Ponds will create a breeding ground for mosquitos. Mulberry Springs winery built an underground water detention pond that costs about $50,000. This was to avoid the mosquito problems in an area where there are outdoor activities. The proposed high-density subdivision has 4 detention above ground detention ponds. These ponds will be a breeding ground for disease (ie, West Nile virus, Zika...) and will likely severely hamper winery operations. If the proposed subdivision is approved, request the detention ponds be placed underground to protect the winery.

Please deny the zoning request. Homes could be built on the existing AR-3 zoning. No one rejects development on the current zoning of AR-3. This proposed plan is grossly overly aggressive and hurts the look and feel of this valued rural area. It will also severely injure the Winery Operations and activities. According to a study done by the University of Georgia, the number one reason people visit wineries to for the views and to connect with nature (Economic Contribution of Georgia Wineries and Vineyards, Prepared by: Kent Wolfe, Sharon P. Kane, and Karen Stubbs, University of Georgia, Center for Agribusiness and Economic Development, Center Report: CR-13-06, dated Sept 13th 2013 - https://caed.uga.edu/content/dam/caes-subsite/caed/publications/center-reports/economic-contribution-wineries-georgia.pdf). Specifically, "scenery" is listed as the number 1 reason people go to wineries (table #1.6). Further, in 2013, it was documented that the impact of Georgia Wineries on the State economy was "sectors, along with visitor spending contributes up to $81.6 million in output, 655.6 jobs throughout the state's economy, and $4.1 million in state and local tax revenue". It is probably double that now due to the winery growth in the North Georgia Mountains and due to inflation within the last 10 years since the report was written. This very dense subdivision proposal will undoubtedly hurt the winery due to a loss of "scenery". It will severely hamper winery operations and promote future noise complaints all for the purpose maximizing lots of land on a proposed future movement of Stanley Road. Many people like the winery location because it saves them from driving long distances to

visit other wineries. This proposal is so aggressive and inappropriate for a rural area, I have been in communication with my State Representative's office (Representative Derrick McCollum).

For these reasons (harm to an established winery with good community support, hampered winery operations, destruction of valuable scenery, loss of rural area that helps people's well being, increase of noise complaints, possible economic loss to Hall County and an increase in mosquitos) this rezoning request must be denied. Also, the proposal is inconsistent with the Hall County comprehensive Land Use Plan for this area and is counter to the quality of life for current and future homeowners and agri-businesses in the area, I urge the denial of the proposal of moving Stanley road and any rezoning change to an established rural area within Hall County. A non AR-3 zoning request would substantially hurt Mulberry Springs Vineyard and Winery.

Mark Faul, PhD

Arrowquest Services Inc, CEO

678-472-6327

4 images

Copy Furnished: Representative Derrick McCollum, 30th District 612-E Coverdell, Legislative Office Building, Gainesville, GA 30503

Image 1

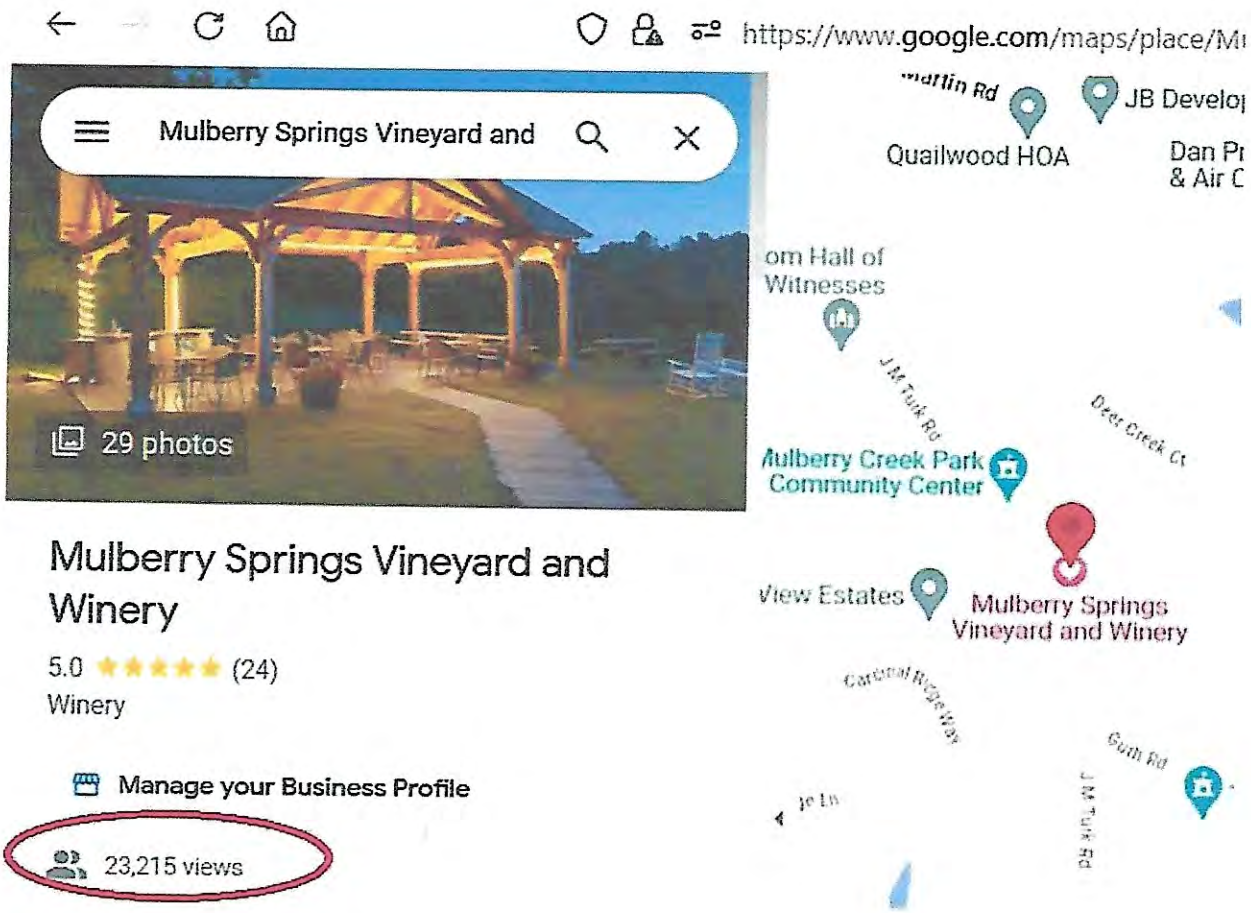

https://www.google.com/maps/place/Mu
Mulberry Springs Vineyard and
29 photos
Mulberry Springs Vineyard and Winery
5.0 (24)
Winery
Manage your Business Profile
23,215 views
Quailwood HOA
JB Develo
Dan Pr
& Air C
om Hall of
Witnesses
Deer Creek Ct
Mulberry Creek Park
Community Center
View Estates
Mulberry Springs
Vineyard and Winery
Guth Rd

Image 2

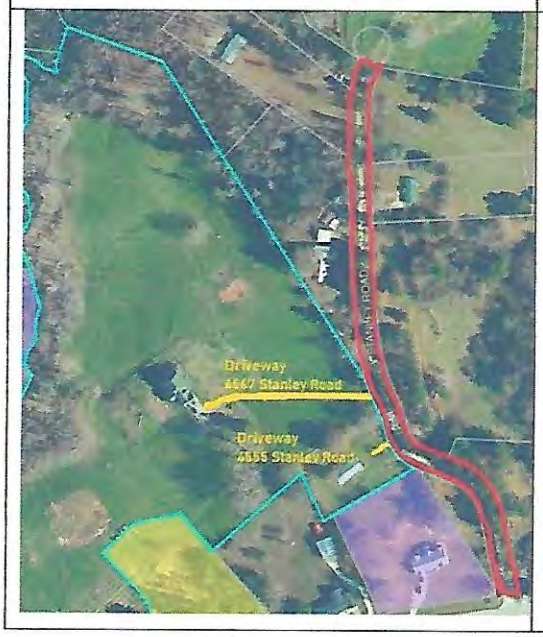
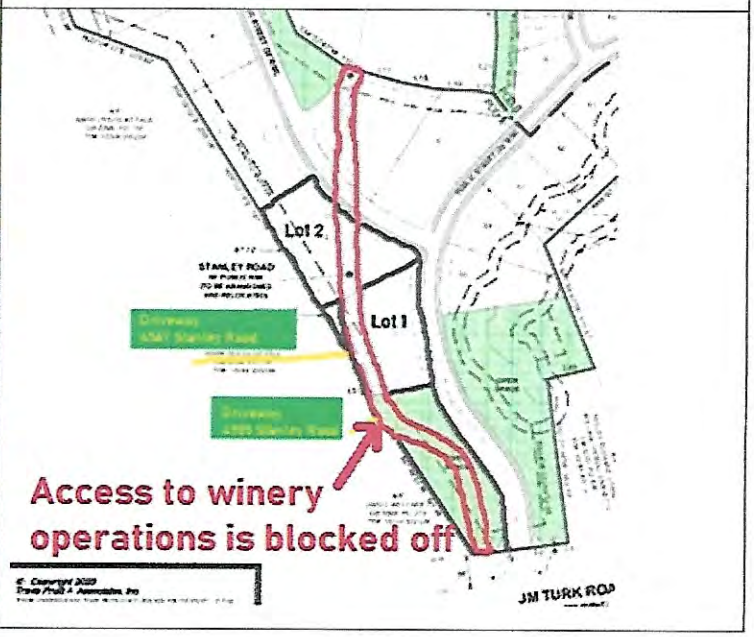
Current Road and property boundaries: Source: Hall County GIS System	**Proposed Stanley Road Subdivision** Source: https://www.hallcounty.org/DocumentCenter/View/11561/Guth-JM-Turk-Stanley-Rd---Thompson-OBrien-Kappler---Final
	

Image 3

GEORGIA grown
GEORGIA AGRITOURISM
Mulberry Springs Vineyard & Winery
For Sale
AVISON YOUNG
12 +/- Acres
770-532-9911
avisonyoung.com
Frank N. Simpson, CCIM, SIOR
Sam B. Simpson

Impact of Proposed subdivision on Stanley Road on the Mulberry Springs Vineyard and Winery

MULBERRY SPRINGS
VINEYARD & WINERY
FLOWERY BRANCH, GEORGIA

11/20/23, Arrowquest Services Inc.

Winery Attributes

- Arrowquest Services Inc. manages Mulberry Springs Vineyard and Winery and has a role in providing the following positive attributes to the Hall County Community:

- The Largest Vineyard in Hall County.
- A google 5-star out of 5-star average review and 23,215 views on Google Maps (image 1).
- Overwhelming support on Facebook with thousands of likes, followers and support from the Community.
- Member of Georgia Agrotourism Group – supported by Road signs.
- Employs people and helps the economy.
- Provides a fantastic view for guests and helps create a positive image of Hall County.

- Please vote to deny this rezoning request

Problem #1: **The plan Landlocks Winery Operations at 4555 Stanley Road**.

- The current plan proposes to landlock 455 Stanley Road and put houses in front of the current properties there.
- Stanley Road is currently a small gravel road that handles farm equipment to allow winery trucks and machine access.
- If not landlocked a reconfigured Stanley Road will have farm equipment competing with subdivision traffic of about 1,000 cars
- An objective legal analysis informed the winery that if the proposed subdivision damages the property value at 4555 & 4567 Stanley Road, damages could be collected from the County and others.

Please vote to deny this rezoning request

Problem #2: **Views of Mulberry Springs are amazing – rezoning will destroy the views.**

- According to a study done by the University of Georgia, the number one reason people visit wineries to for the views and to connect with nature (Economic Contribution of Georgia Wineries and Vineyards, Prepared by: Kent Wolfe, Sharon P. Kane, and Karen Stubbs, University of Georgia, Center for Agribusiness and Economic Development, Center Report: CR-13-06, dated Sept 13th 2013 - https://caed.uga.edu/content/dam/caes-subsite/caed/publications/center-reports/economic-contribution-wineries-georgia.pdf). Specifically, "scenery" is listed as the number 1 reason people go to wineries (table #1.6).

Please vote to deny this rezoning request

Problem #3: **The plan has excessive housing density, beyond allowable rules, which may result in noise complaints**

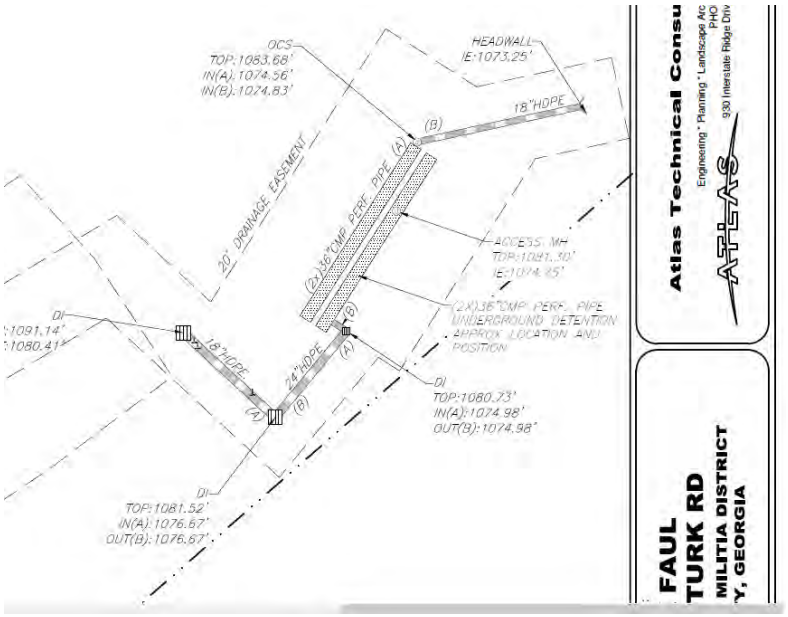
- The new homes will be 400 feet from the vineyard and 600 feet from the tasting room
- The movement of Stanley Road will put houses facing the winery
- Could be noise complaints from:
  - Winery participants
  - New people in the Subdivision
- Most Wineries in Georgia are in a agricultural zoning.
- This proposal is requesting:
  - Very Dense Housing 2.8 houses per acre and 8 plus houses with the townhomes
  - Aggressive exceptions to setbacks
  - Putting homes on the property lines of the winery, where there should only be a road
- Approval of the Rezoning will severely hurt the winery due to the proximity of homes and no planned buffers to address possible noise from both directions
- Mulberry springs Winery has been selected as an Agritourism Spot by the State of Georgia, This proposal is inconsistent with an established agribusiness.

Please vote to deny this rezoning request

Problem #4: **Retention Ponds will create a breeding ground for mosquitos.**

- The topography in the area is steep. Fast runoff of storm water will rapidly fill the ponds and there will be slow drain.
- Mulberry Springs put in a $50,000 underwater detention pond to stop mosquitos
- The proposed high-density subdivision has 4 detention above ground detention ponds.
- These ponds will be a breeding ground for disease (i.e., West Nile virus, Zika…) and will likely severely hamper winery operations.
- If the proposed subdivision is approved, <u>request the detention ponds be placed underground to protect the winery and the people</u>.

Mosquito Protection: Underground Water Detention Pond at Mulberry Springs Winery



Please vote to deny this rezoning request

Anael Dominguez (CDI: Planning)

From: Beth Garmon (CDI: Planning)
Sent: Friday, February 2, 2024 10:58 PM
To: Anael Dominguez (CDI: Planning)
Subject: Fwd: Ethical Issues - Proposed High Density Subdivision on Stanley Road (application HZ023-0041)
Attachments: ethics_memo_stanley_road_020224.pdf

From: Mark Faul <arrowquest@gmail.com>
Sent: Friday, February 2, 2024 8:24 PM
To: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>; Chris Braswell (Planning) <cbraswell@hallcounty.org>; Stan Hunt <shunt@hallcounty.org>; Johnny Varner <jvarner@hallcounty.org>; Gina Pilcher <gpilcher@hallcounty.org>; fsosebee@hallcounty.org <fsosebee@hallcounty.org>
Subject: Ethical Issues - Proposed High Density Subdivision on Stanley Road (application HZ023-0041)

Some people who received this message don't often get email from arrowquest@gmail.com. Learn why this is important

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Hello. Some of the ethical issues associated with this proposed subdivision are so extreme, I decided to put my concerns in writing.

Also, please note that Gwinnett County uses the RULES AND REGULATIONS FOR THE STATE MINIMUM FIRE SAFETY STANDARDS (a Georgia Law) for subdivision planning. In applying this law to the proposed subdivision, it appears as this should not go forward due to the close location of the proposed entrances.

Thank you for considering these important issues.

Mark Faul, PhD
4567 Stanley Road
Flowery Branch, GA 30542
678-472-6327

Mark Faul, PhD
4567 Stanley Road, Flowery Branch, Georgia 30542

2 February 2024

Hall County Planning and Development
2875 Browns Bridge Road
(attn: Randi Doveton, Director of Planning and Development)
Gainesville, GA 30504

Hall County planning Commissioners (via email)

Chris Braswell- District 2	cbraswell@hallcounty.org
Stan Hunt- District 3	shunt@hallcounty.org
Johnny Varner- District 4	jvarner@hallcounty.org
Gina Pilcher- Chairman appt	gpilcher@hallcounty.org
Frank Sosebee- District 1	fsosebee@hallcounty.org

This is in regard to the planned 324 living units off of Stanley Road and Guth Road in South Hall County (application HZ023-0041). The public has had a chance to speak on the project and there is strong opposition in the records. Issues like density, traffic, flooding, school capacity, harm to neighboring farms and one business have been raised. The only one person in favor of the project benefits from the pending sale. Approximately 150 people have signed a petition and gone on record in opposition. From the meetings, what has been has not been clearly mentioned are the ethical issues underlying this proposal. The ethical issues are so extreme, that documentation is needed to augment the record. Known ethical issues follow:

Landlocking property: To even suggest this action was illegal and unethical. During the fall of 2023, Hall County government staff reviewed the application and found many objections with the rezoning request and recommended denial to the Hall County Planning Commission; however, the issue of landlocking my personal property was not one of the reasons for the denial recommendation. The applicant's map showed a different configuration of Stanley road, where I had no road access to my properties (4555 and 4567 Stanley Road) and new homes were placed blocking my driveways. Being faced with the threat of not being able to enter my properties, I contacted Hall County about the landlocking issue and they said I can state my case to Hall County Planning Board Commission. This initial answer was insufficient compared to the threat to the greatly diminished value of my personal property due to non-entry. Thus, I hired an attorney to examine the rezoning request with respect to the landlocking issue. Keith Whittiker's letter (an attorney) indicated that I was indeed landlocked and would be eligible for compensatory damages and attorney fees if the rezoning request was approved (enclosure 1). This letter shows the seemingly illegal and unethical actions of Mr. William Deihl. It was provided to Hall County on 16 October 2023 along with a letter of overall opposition to the subdivision that boarders about 1,300 feet of my land. A specific diagram of the landlocking issue is available as of that letter, which is provided as enclosure 2. I recontacted Hall County to ensure that the letter had been forwarded to the applicant for action and the opportunity to change or withdraw their rezoning plans to allow me access to my personal property on 16 October (enclosure 3) and was told that all

concerns were forwarded to the applicant and Mr. William Deihl (email dated 27 October). They had 3-5 weeks to reverse an illegal action and chose not to.

On 21 November 2023, Mr. William Deihl presented the proposed subdivision map showing me being landlocked was presented during this meeting (enclosure 4). No visual change was made on the map. On this landlocking issue, the Chairman of the Planning Commission, Chris Blackwell, questioned why the applicant would submit such a proposal and why Hall County government staff would allow the application to progress to the Planning process.

Mr. William Deihl had ample time (about one month) to change the rezoning presentation map and details but did not. At no time did Mr. William Deihl or anyone from the law firm representing an "unknown client" ever discuss any easements with me. They used the time to barter with Hall County to determine what they could get away with. On 18 December 2023, I asked Mr. William Deihl who the developer was and was told he could not share this due to "attorney client privilege". I did get verbal and written requests to purchase my property. This action may have been designed to scare me into selling. All of this is highly unethical and illegal.

Applicant mismatch on the public meetings on 18 December and 21 December 2023: Unethical switch of law firms results in non-binding actions for the original applicant. Mr. William Deihl, a representative from a new law firm (**Smith Gambrell and Russell**) was there to talk about the project. Please see enclosure 5. It is noted that the original applicant on the subdivision was from **THOMPSON, O'BRIEN, KAPPLER & NASUTI, P.C.** which was not the official applicant of the subdivision. This fact suggests the planning commission's requests were not adhered to and the answers to any questions cannot be effectively linked to the official subdivision application in front of Hall County for decision.

Emergency Road on land NOT owned: The applicant attempted to show the design of an emergency access location on a parcel they didn't own or have any current or future rights. This was illegal and highly deceptive. A map of the proposed subdivision shows an emergency access road from Rodge Little's property to join to Guth Road (enclosure 4). The pending sale of Mr. Rodger Littles's property does not include a usable roadway or driveway to Guth Road (enclosure 6). A check of the property records confirmed that the current driveway is actually owned by another property owner and there is no recorded easement for access to Mr. Little's property from Guth road, as shown on the presented map from the applicant. They knew this and were likely deceptive.

Request for 5-7 variances: Depending on which version is being discussed, the applicant asks for at least 5 variances that deviate from Hall County Code and Ordinances. We all have to follow ordinances and laws. Why is it acceptable for an organization who has no commitment to the community be allowed to skirt those rules that everyone else follows? Exceptions to the rules are exceptions, not the norm as stated during the meeting on 21 December 2023. How is granting this many exceptions to laws and ordinances be fair or ethical?

Mr. Deihl incorrectly stated that the proposed subdivision was similar to nearby established subdivisions: The applicant has stated that the proposed subdivision is consistent with subdivisions

with large homes (Grandview, Quail wood and Royal Lakes). As noted during the planning group, a Commissioner said this was not true. Some of the proposed homes are 1/4th the size of the stated comparable subdivisions. None are size comparable. This was dishonest or grossly misinformed.

Implied growth inconsistent with the area: It is unethical to have extreme growth inconsistent within the area. People purchase their homes with an expectation of future development around them, but that development should be consistent with the area. Hall county has an obligation to not harm people's property value by putting townhomes near large acreage tracks. To approve this project as presented, it would be injudicious to the surrounding residents. For example, Mr. Eric Conoly, who lives on 11 acres will be faced with 22 homes surrounding his 11 acre property. For my property, Stanley Road currently has about 10 cars on the road today, that is anticipated to increase to about 2,500 cars at mostly daylight hours. That is hundreds of cars an hour during the day compared to 10 cars a day on Stanley Road. This type of congestion is not typical for the area and is inconsistent with the buyer's original expectation of future growth. This applies to all land owners in the area, but disproportionately negatively impacts property value for the large land owners. This is a quiet rural area. Approval of any rezoning and this high density housing is a breach of implied promise of reasonable growth for all owners in the area.

County Commissioner is the real estate agent on the property (enclosure 7). This is highly unethical. Ms. Kathy Cooper may make hundreds of thousands of dollars from real estate commissions on this deal. Ms. Cooper has approached many land owners in the area to help create the assemblage and has worked to reject offers for part of the property. All of this is unethical and a commissioner deciding to recuse themselves from voting does not exonerate themselves from the ethical conflicts of representing his/her constituents. Specifically in Montgomery v. Atlanta the following was noted:

> A city councilmember was also a large stockholder in a paving company that was awarded a contract by the City of Atlanta. Ultimately, the contract was ruled to be contrary to public policy and therefore illegal, even though (1) the councilmember in question did not participate in the vote to award the contract and (2) the councilmember resigned from council and the remaining councilmembers voted again to ratify the contract after his departure.97 Self-recusal from a vote does not remove the conflict of interest where financial matters and personal gain are involved.

Please see enclosure 8 and 9 from the "ABUSE OF OFFICE, CONFLICTS OF INTEREST, AND ETHICAL STANDARDS, 2022 Association County Commissioners of Georgia (ACCG)", page 20 (https://www.accg.org/docs/handbook/Abuse%20of%20Power.pdf).

New emergency access road on Guth road. Mr. Deihl said during the 21 December 2023 meeting that the Commissioner's statement on the requirement for 2 ways in and 2 ways out of a subdivision over 150 homes could not be found. Yet, the Georgia State law if very clear (enclosure 10 and Enclosure 11). Georgia Counties may not over-ride Georgia Law (minimum fire safety standards). A different map presented on 18 and 21 December 2023 clearly violates the Georgia law by not complying with the distances in the two right of ways needed for a proposed subdivision of 120 or more homes. Gwinnett County uses this code during their development review process. The first part of the law states:

7. Add a new section, Appendix D 107.1, as follows:

Developments of one- or two-family dwellings where the number of dwelling units exceeds 120 shall be provided with two separate and approved fire apparatus access roads.

The second relevant part of the law states:

Add a new section, Appendix D 107.2, as follows:

Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

This proposed subdivision is 324 homes and thus 2 separate fire access roads are required. Also, the two roads must be indicated that the two entrances need to be ½ the length of the maximum overall diagonal dimension. The overall diagonal dimension is about 3,675 and ½ that distance is about 1,838 feet. Thus, the entrances need to be at least 1,838 feet from one another (enclosure 12). Mr. Deihl, an attorney, was either mistaken or deceptive in his identification of the proper applicable law.

Please see the following full reference regarding Minimum Fire Safety Standards:

Ga. Comp. R. & Regs. r. 120-3-3-.04 State Minimum Fire Safety Standards with Modifications
Georgia Administrative Code
Department 120. OFFICE OF COMMISSIONER OF INSURANCE, SAFETY FIRE COMMISSIONER AND INDUSTRIAL LOAN COMMISSIONER
Chapter 120-3. RULES OF SAFETY FIRE COMMISSIONER
Subject 120-3-3. RULES AND REGULATIONS FOR THE STATE MINIMUM FIRE SAFETY STANDARDS

Agricultural area inconsistent with high density automobile traffic. Many people own tractors in the area and occasionally those tractors are in operation on JM Turk Road and the surrounding area. Geogia Department of Transportation placed a tractor cautionary sign about 70 feet from the entrance of Stanley Road many years ago due to the farming activity in the area (enclosure 13). Excessive automobile traffic and tractors do not mix well together. The zoning change from Agricultural Residential to PRD will hurt farmers in the area. For example, the largest vineyard in Hall County is about 400 feet from Stanley Road and the road is used by farm equipment to process the tonnage of grapes produced by the property. Stanley Road will have 2,500 or so car traffic trips a day. It is imprudent to push a farmer out of business so a developer can make money. The farmer in this case is using his property in accordance with the current and appropriate zoning.

Downstream flooding of Elah Valley: During the December 21st meeting, Elah Valley area, which is prone to flooding, will suffer from this highly dense development. Over time, residents reported more flooding each time a new development was put in (enclosure 14). Mr. Deihl said that detention ponds will catch all of the water. This is not true. Detention ponds do not solve current ongoing flooding issues. Detention ponds capture some water and allow the silt and pollution to settle to the bottom.

There is an overflow valve in each pond that allows excessive water to drain downstream during rainfall. Despite providing the required detention and water quality infrastructure the runoff from the property will be impacted given the massive increase of impervious surfaces and the steep slopes of the site. It will be unethical to cause flooding downstream. No variances should be approved as it will inevitably harm downstream homes and property.

This summary of unethical actions in this proposal is not complete. Nonetheless, it is disturbing. This applicant cannot be trusted to do the right thing and adhere to rules during a planning review process. What will happen when no one is looking if the development goes in? The rezoning request should be denied on the ethics alone.

Please feel free to call me if you have any questions (678-472-6327). I am grateful for your attention.

Concerned Resident:

Mark Faul, PhD
4567 Stanley Road
Flowery Branch GA 30542

Enclosure 1

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

October 16, 2023
VIA ELECTRONIC DELIVERY

Mark Faul, PhD
4567 Stanley Road
Flowery Branch, GA 30542

RE: Effects of Proposed Development Adjacent to 4567 and 4555 Stanley Road

Dear Dr. Faul,

At your request I have conducted a limited search of the property records of your properties commonly known as 4567 and 4555 Stanley Road which are collectively identified as Hall County Tax Parcel No. 15044 000034 (collectively referred to herein as the "Property"). I have also reviewed the information you provided to me pertaining to the proposed development of the adjacent property, which proposal I understand is scheduled be presented to the Hall County Board of Commissioners for consideration.

The purpose of this letter is to provide to you my conclusions as to the potential effects of the proposed development on access to the Property based upon the above information. The development as presented would result in a complete loss of access to the Property from Stanley Road. Further, no other existing roads or driveways provide a means of access to the Property. Accordingly, the proposed development, if approved, will essentially landlock the Property as there are no other present or practical means of access.

If the proposed development is approved as presented to me, you will have potential legal and equitable claims including, but not necessarily limited to, claims of inverse condemnation, claims to reestablish access to and from the Property, and claims to recover your legal damages.

Sincerely,

Keith J. Whitaker

Four Corner

Mark Faul, PhD
4567 Stanley Road, Flowery Branch, Georgia 30542

Enclosure 2

Proposed Development – Issue #1 – Landlocks access to two Buildings

- Proposed Subdivision moves Stanley Road and landlocks access to two buildings:
  - Personal residence – 4567 Stanley Road
  - Barn – 4555 Stanley Road
  - Unaddressed by the Hall County Planning Department Comments
  - Such action is highly unethical and probably illegal. It is currently being reviewed by an attorney.
  - Greenspace blocks access to 4555 Stanley Road.
  - Lot 1 cuts off access to personal residence.
  - Improper setbacks on Lot 2.
  - Not a mistake – other parts of the site plan show driveways (page 27)

Current Road and property boundaries:
Source: Hall County GIS System

Proposed Guth Subdivision
Source:
https://www.hallcounty.org/DocumentCenter/View/11561/Guth-JM-Turk-Stanley-Rd---Thompson-OBrien-Kappler---Final

Mark Faul, PhD
4567 Stanley Road, Flowery Branch, Georgia 30542

Enclosure 3

Gmail

Mark Faul <arrowquest@gmail.com>

Stanley Road Development Letters and Powerpoint

Mark Faul <arrowquest@gmail.com> Mon. Oct 16. 2023 at 3:43 PM
To: "Katie L. Greenway (CDI: Planning)" <klgreenway@hallcounty.org>
Cc: "Beth Garmon (CDI: Planning)" <bgarmon@hallcounty.org>

Hello. Please see the attached pdf file which transmits my concerns over the Stanley Road Development.

Also included is:
- a powerpoint for tonight's presentation - I will be brief if I can even speak.
- a letter from an attorney indicating that landlocked is illegal

Thank you
Mark Faul
678-472-6327

3 attachments

Keith_Whitaker_20231016135643749[13700].pdf
349K

stanleyroadoppo-2023-10-16_033256.pdf
6362K

Stanley_Road_Dev_Issues_101623.pptx
8400K

Mark Faul, PhD
4567 Stanley Road, Flowery Branch, Georgia 30542

Enclosure 4

Enclosure 5

Community Meeting // JM Turk and Guth Road Development Inbox ×

Diehl, William <wdiehl@sgrlaw.com> Dec 11, 2023, 12:14 PM
to William

Dear Neighbor,

You are receiving this communication because you expressed concerns to the planning department about the proposed development off of JM Turk Road. I represent the developer in this rezoning process.

Please let this serve as an invitation to one of the meetings discussed below. We have sent post card invitations to neighbors in the surrounding area, inviting them to the meeting. However, we encourage you to share this email with others that might also have concerns or questions about this project.

Understanding that the holidays are approaching and that scheduling can be difficult during this time, we will host two meetings at the Mulberry Creek Community Center & Park (JM Turk Road, Flowery Branch, Georgia 30542). We have scheduled meeting rooms on **December 18 & 21** at 6:00 PM to 7:30 PM. Please come at your convenience.

I have also attached a conceptual plan regarding road improvements on Stanley Road and Guth Roads. *Please note, these designs are conceptual only and will require additional county approval even if this zoning is approved.* Designs elements may be required to change as we move through the permitting process.

Should you have any questions about this rezoning proposal, please feel free to contact me at this email address or by phone at (404) 815-3627.

Thank you,

William (Bill) Diehl
Associate

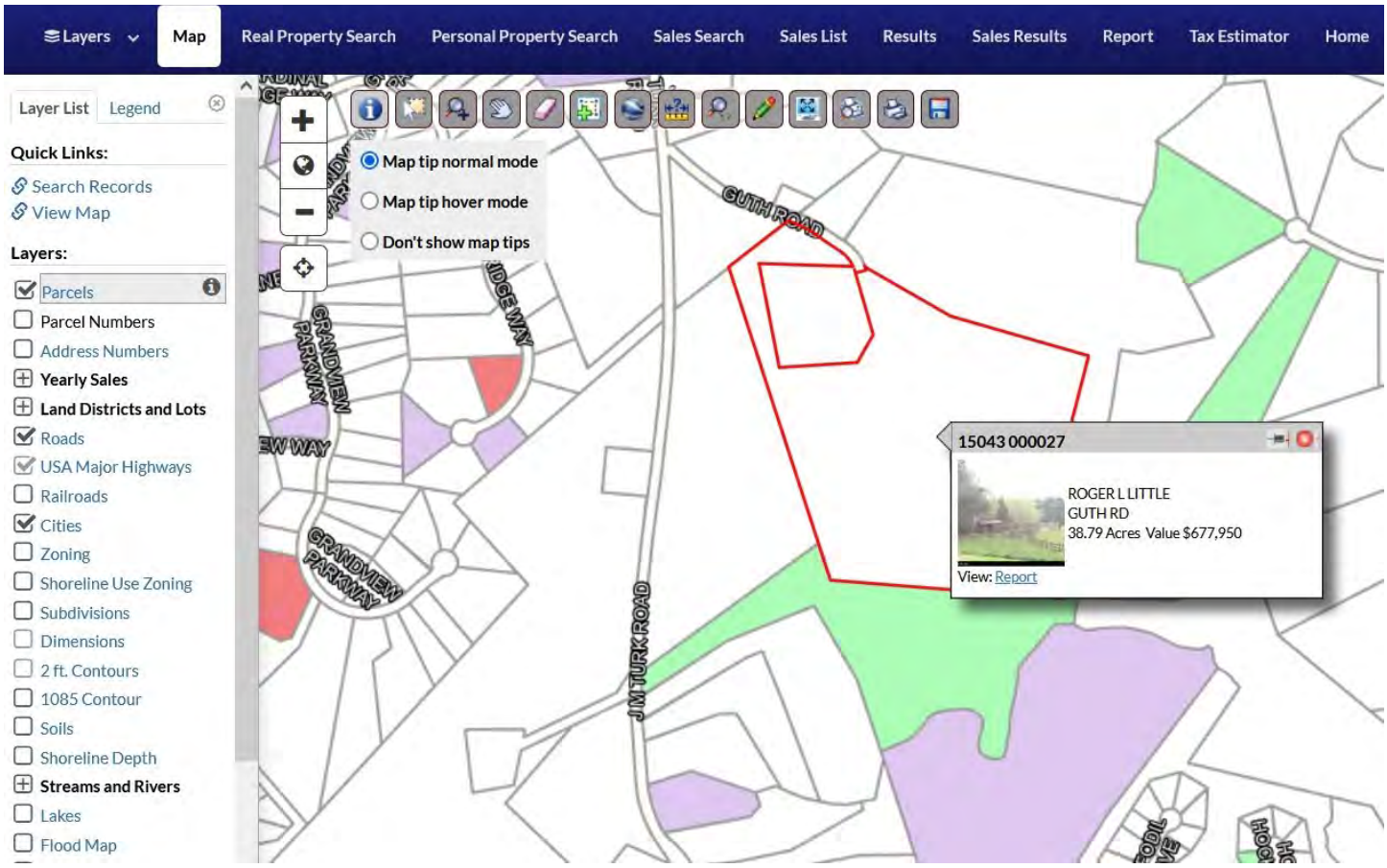
p | 404-815-3627
f | 404-685-6927
e | wdiehl@sgrlaw.com
1105 W. Peachtree St. NE | Suite 1000 | Atlanta, GA 30309
www.sgrlaw.com | My Bio

Smith Gambrell Russell

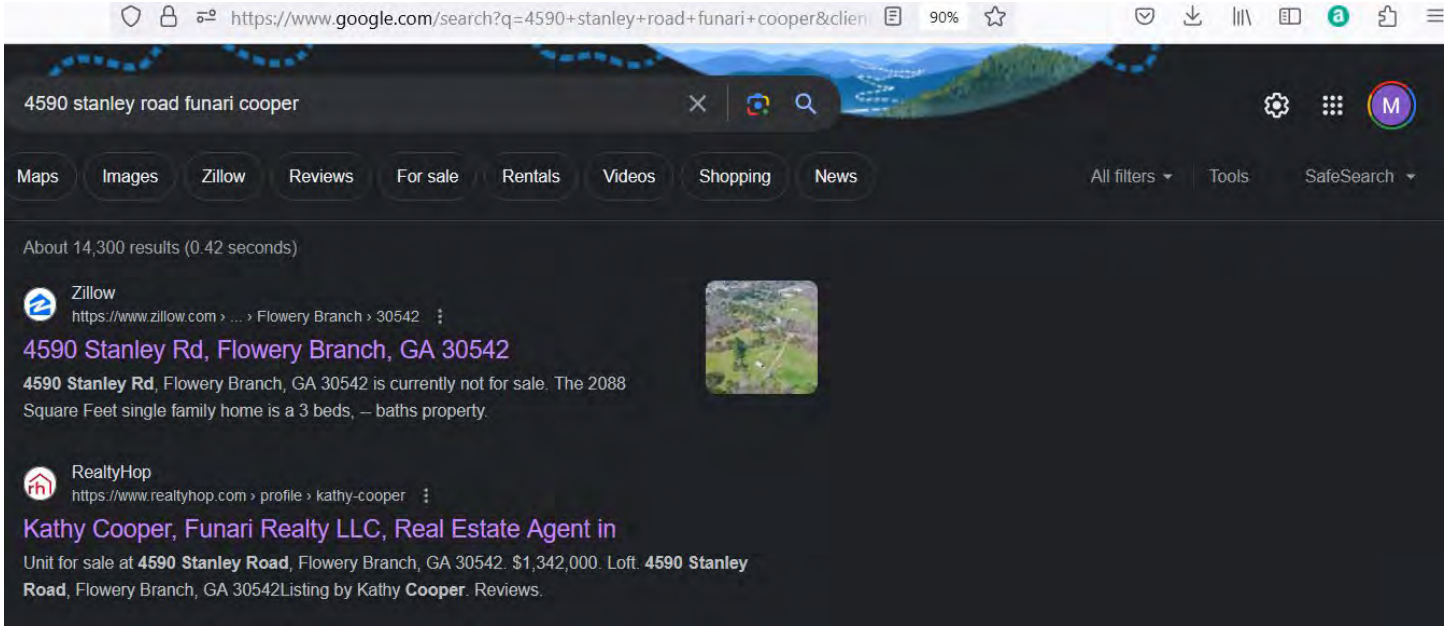
Not the original applicant so nothing said was binding to the applicant (THOMPSON, O'BRIEN, KAPPLER & NASUTI, P.C.)

Mark Faul, PhD
4567 Stanley Road, Flowery Branch, Georgia 30542

Enclosure 6



Enclosure 7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4590 stanley road funari cooper
Maps
Images
Zillow
Reviews
For sale
Rentals
Videos
Shopping
News
All filters
Tools
SafeSearch
About 14,300 results (0.42 seconds)
Zillow
https://www.zillow.com › ... › Flowery Branch › 30542
4590 Stanley Rd, Flowery Branch, GA 30542
4590 Stanley Rd, Flowery Branch, GA 30542 is currently not for sale. The 2088 Square Feet single family home is a 3 beds, -- baths property.
RealtyHop
https://www.realtyhop.com › profile › kathy-cooper
Kathy Cooper, Funari Realty LLC, Real Estate Agent in
Unit for sale at 4590 Stanley Road, Flowery Branch, GA 30542. $1,342,000. Loft. 4590 Stanley Road, Flowery Branch, GA 30542Listing by Kathy Cooper. Reviews.

Mark Faul, PhD
4567 Stanley Road, Flowery Branch, Georgia 30542

Enclosure 8

ABUSE OF OFFICE, CONFLICTS OF INTEREST, AND ETHICAL STANDARDS

This chapter contains general information for the use of the members of ACCG and the public. This information is not and should not be considered legal advice. Readers should consult with legal counsel before taking action based on the information contained in this chapter.

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Mark Faul, PhD
4567 Stanley Road, Flowery Branch, Georgia 30542

Enclosure 9

Conflicts Related to Business Transactions with the County: An Application of the Law

Board of Commissioners of Miller County v. Callan[94]
In this 2012 case, the court upheld a local home rule amendment that authorized the county to transact business with a commissioner. The board of commissioners, upon a majority vote, determined that the goods, services, or property could not be obtained for less and that the taxpayers' best interests would be served through the transaction. As such, the court ruled this local provision did not impair O.C.G.A. § 16-10-6 and, in fact, provided more protection against conflicts of interest.[95]

Having a Financial Interest in Matters Coming Before the Board

A conflict of interest can also arise if a commissioner stands to realize a financial gain from a transaction between the county and other entities. For instance, this scenario may occur when the county awards contracts for goods and services. The courts have also ruled that conflicts of interest can exist if a commissioner stands to suffer a financial loss.

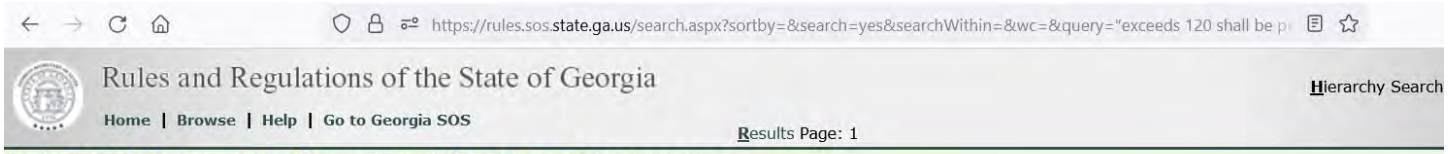
Potential Personal Financial Gain in Matters Coming before the Board: An Application of the Law

Montgomery v. Atlanta[96]
A city councilmember was also a large stockholder in a paving company that was awarded a contract by the City of Atlanta. Ultimately, the contract was ruled to be contrary to public policy and therefore illegal, even though (1) the councilmember in question did not participate in the vote to award the contract and (2) the councilmember resigned from council and the remaining councilmembers voted again to ratify the contract after his departure.[97] Self-recusal from a vote does not remove the conflict of interest where financial matters and personal gain are involved.

The courts have also invalidated paving contracts and related land acquisitions where the general contractor used a subcontractor owned in part by the city council president. Again, the fact the president abstained from the vote to award the contract was insufficient to eliminate the conflict of interest.[98] County commissioners must bear in mind that the courts will invalidate such transactions even if no monetary loss to the public is demonstrated, based on the very existence of the conflict of interest.[99]

Mark Faul, PhD
4567 Stanley Road, Flowery Branch, Georgia 30542

Enclosure 10



Ga. Comp. R. & Regs. r. 120-3-3-.04 State Minimum Fire Safety Standards with Modifications

Georgia Administrative Code
Department 120. OFFICE OF COMMISSIONER OF INSURANCE, SAFETY FIRE COMMISSIONER AND INDUSTRIAL LOAN COMMISSIONER
Chapter 120-3. RULES OF SAFETY FIRE COMMISSIONER
Subject 120-3-3. RULES AND REGULATIONS FOR THE STATE MINIMUM FIRE SAFETY STANDARDS

Current through Rules and Regulations filed through January 17, 2024

Rule 120-3-3-.04. State Minimum Fire Safety Standards with Modifications

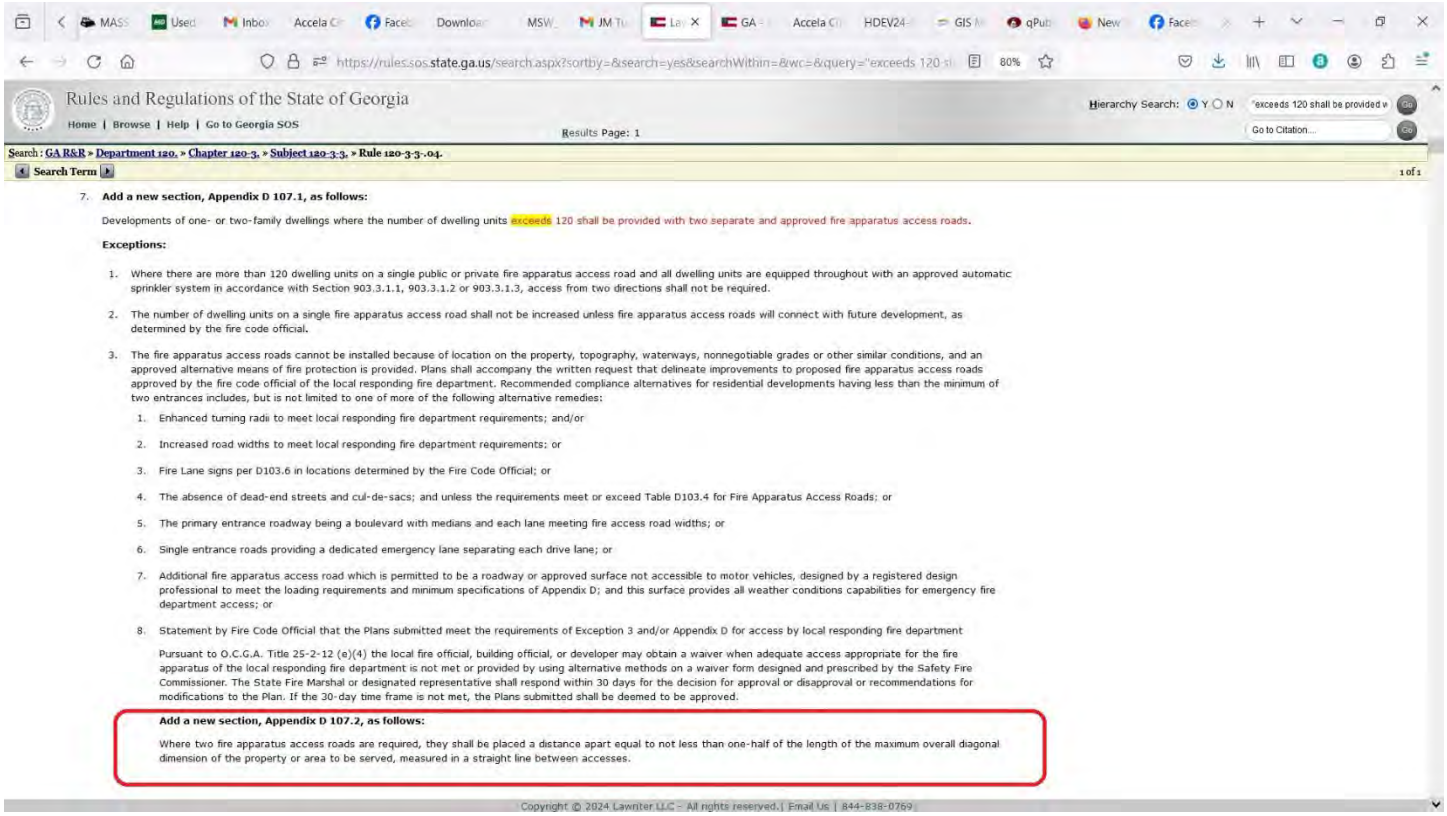
(1) Unless otherwise stated in this chapter, the edition of the *International Fire Code (IFC)*, and the following editions of the codes, standards, recommended practices, guides and methods, as published in the *National Fire Codes (NFC)* by the National Fire Protection Association (NFPA), as adopted and modified in this Chapter, shall be the state minimum fire safety standards. Where any of the adopted publications of the NFPA references NFPA 1 or NFPA 5000, or any fire code or building code, it shall be construed that such references apply to the *International Fire Code (IFC)* or the *International Building Code* (*IBC*) respectively, as adopted by this Chapter 120-3-3, and the Georgia Department of Community Affairs. Where the *IFC* or *IBC* does not specifically address the referenced issue, NFPA 1 or NFPA 5000 may be applied subject to the approval of the authority having jurisdiction.

(2) Hospitals, hospices, ambulatory surgical centers, nursing homes, assisted living communities, assisted living homes, memory care units or other health care type occupancies or facilities that are regulated by the federal Centers for Medicare and Medicaid Services (CMS) shall comply with the fire and life safety rules and regulations imposed by that agency even though the codes and standards or the editions of codes and standards adopted by that agency may not be specifically addressed or included in this chapter. The codes and standards adopted and modified herein shall also apply where applicable and shall be deemed to be the minimum state fire and life safety standards where they are at least as protective as the CMS rules and regulations.

(3) ***International Fire Code (IFC)*, 2018 Edition**

Mark Faul, PhD
4567 Stanley Road, Flowery Branch, Georgia 30542

Enclosure 11



Rules and Regulations of the State of Georgia

Home | Browse | Help | Go to Georgia SOS

Hierarchy Search: Y N "exceeds 120 shall be provided w

Go to Citation...

Results Page: 1

Search : GA R&R » Department 120. » Chapter 120-3. » Subject 120-3-3. » Rule 120-3-3-.04.

Search Term 1 of 1

7. **Add a new section, Appendix D 107.1, as follows:**

Developments of one- or two-family dwellings where the number of dwelling units exceeds 120 shall be provided with two separate and approved fire apparatus access roads.

Exceptions:

1. Where there are more than 120 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, access from two directions shall not be required.
2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.
3. The fire apparatus access roads cannot be installed because of location on the property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided. Plans shall accompany the written request that delineate improvements to proposed fire apparatus access roads approved by the fire code official of the local responding fire department. Recommended compliance alternatives for residential developments having less than the minimum of two entrances includes, but is not limited to one of more of the following alternative remedies:
   1. Enhanced turning radii to meet local responding fire department requirements; and/or
   2. Increased road widths to meet local responding fire department requirements; or
   3. Fire Lane signs per D103.6 in locations determined by the Fire Code Official; or
   4. The absence of dead-end streets and cul-de-sacs; and unless the requirements meet or exceed Table D103.4 for Fire Apparatus Access Roads; or
   5. The primary entrance roadway being a boulevard with medians and each lane meeting fire access road widths; or
   6. Single entrance roads providing a dedicated emergency lane separating each drive lane; or
   7. Additional fire apparatus access road which is permitted to be a roadway or approved surface not accessible to motor vehicles, designed by a registered design professional to meet the loading requirements and minimum specifications of Appendix D; and this surface provides all weather conditions capabilities for emergency fire department access; or
   8. Statement by Fire Code Official that the Plans submitted meet the requirements of Exception 3 and/or Appendix D for access by local responding fire department

   Pursuant to O.C.G.A. Title 25-2-12 (e)(4) the local fire official, building official, or developer may obtain a waiver when adequate access appropriate for the fire apparatus of the local responding fire department is not met or provided by using alternative methods on a waiver form designed and prescribed by the Safety Fire Commissioner. The State Fire Marshal or designated representative shall respond within 30 days for the decision for approval or disapproval or recommendations for modifications to the Plan. If the 30-day time frame is not met, the Plans submitted shall be deemed to be approved.

Add a new section, Appendix D 107.2, as follows:

Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

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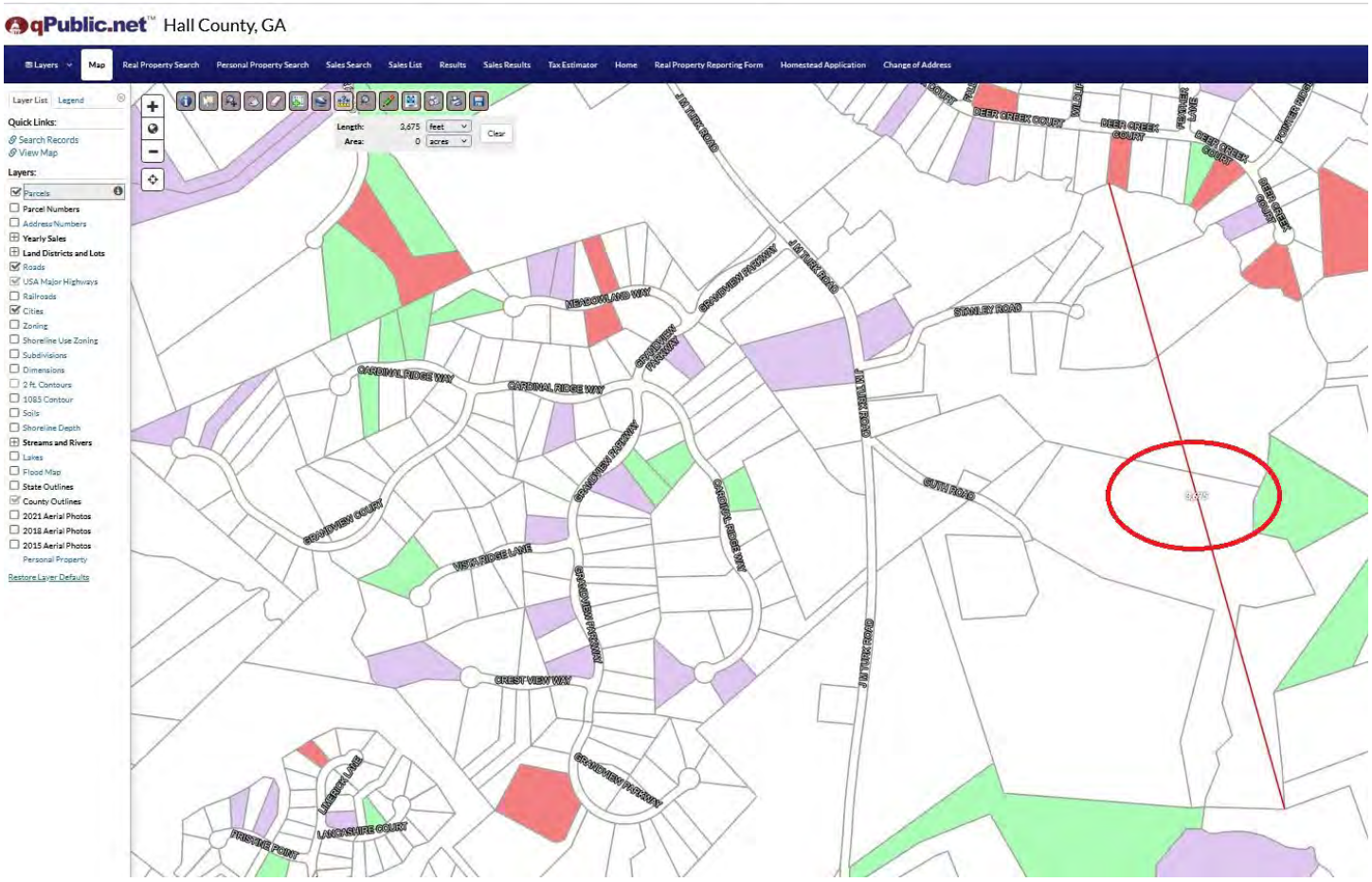
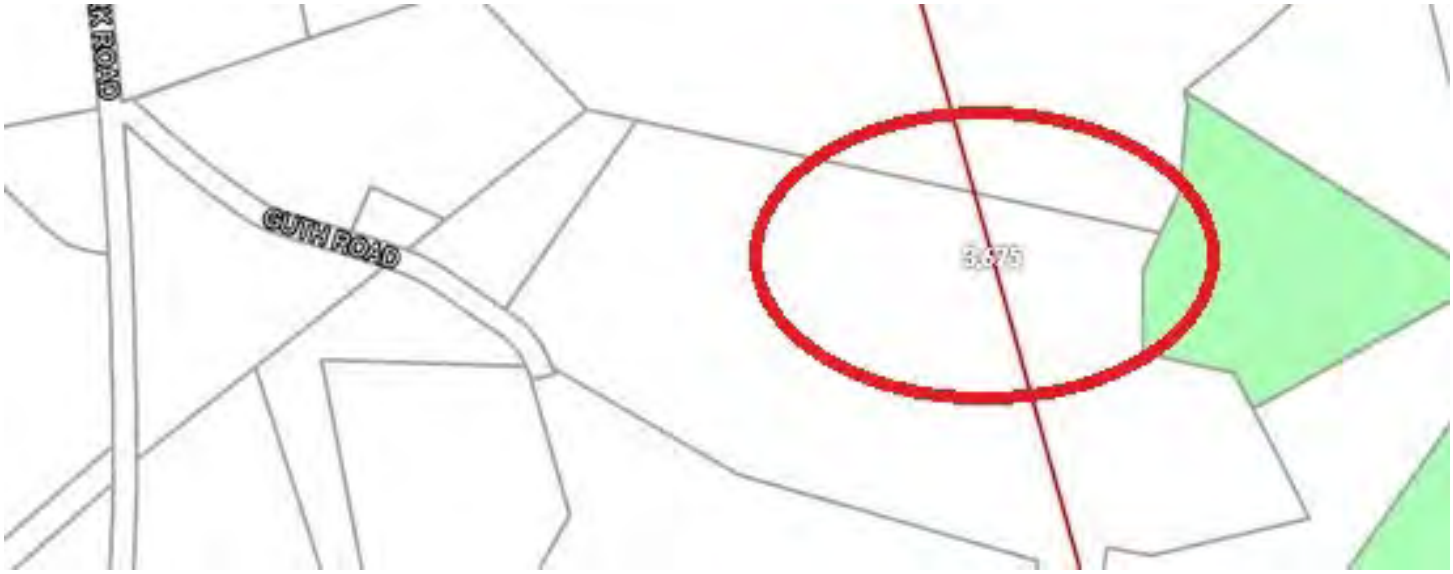
Mark Faul, PhD
4567 Stanley Road, Flowery Branch, Georgia 30542

Enclosure 12





Mark Faul, PhD
4567 Stanley Road, Flowery Branch, Georgia 30542

Enclosure 13

Enclosure 14

Mark Faul, PhD
4567 Stanley Road, Flowery Branch, Georgia 30542

21 December 2023

Memorandum for Record – 21 Dec Meeting, Mulberry Creek Community Center, Flowery Branch GA, 6:30-7:30

This is in regard to the planned 324 living units off of Stanley Road. Please note after the November 20th meeting between the public, the planning commission and the applicant, the planning commission suggested that the applicant have a public meeting to answer any outstanding questions. The purpose of the memorandum is to transmit the information shared with the public by this new law firm, not associated with the original subdivision application.

On 21 December 2023, Mr. William Deihl, a representative from a new law firm (**Smith Gambrell and Russell**) was there to talk about the project. Please see attached. It is noted that the original applicant on the subdivision was from **THOMPSON, O'BRIEN, KAPPLER & NASUTI, P.C.** which was not the formal applicant of the subdivision. This fact suggests the planning commission's requests were not adhered to and the answers to any questions cannot be effectively linked to the formal subdivision application in front of Hall County for decision.

Residents brought up many issues such as:

1) The residents were concerned about density and how this project does not match anything around the area. Many references were made to homes on Martin Road, Grandview and Quail Wood
2) Traffic Concerns and the location of the Traffic Study.
3) Residents were vocal about the loss of property value due to small homes going in around large acreage with large homes. The was no balance to the plan.
4) Flooding concerns of Elah valley (it historically floods). It had been noted that new development in the area resulted in more flooding down river.
5) Specific questions about set back footage were asked.
6) Variations of density concerns were raised.
7) Guth road widening and service to the subdivision was mentioned.
8) Road competition with tractor traffic would lead to anger and car crashes.
9) Residents said that there were a lot of farm vehicles that would be competing with automobile traffic.
10) One entrance only would create huge congestion on Stanley Rd and it was unfair to people who lived on the road now. Traffic on Stanley Rd is 2-6 cars a day. Future traffic will be about 2,500 cars a day.

The representative from new law firm (not the original applicant) responded with:

1) No clear or concise answers.
2) Mr. Deihl only said that the area needed new housing.
3) Mr. Deihl said he was unclear on the setback footage requests.
4) Mr. Deihl said that the law saying there was a need for 2 ways in and out of the subdivision was not found.

A hand vote showing favor and opposition to the project was taken at the end of the session. No one was in favor of the project and all 40 residents at the meeting were opposed to the project. The opinions were vocal and generally unanimous. No County official was present.

Please feel free to call me if you have any questions (678-472-6327).

Record Keeper:

Mark Faul

Print

Planning Commission Comments - October 2, 2023 - Submission #79852

Date Submitted: 9/29/2023

Comments completed in the form below will be submitted into the record for the October 2, 2023 meeting of the Hall County Planning Commission.

First Name*

Melissa

Last Name*

Hurley

Address1*

4641 quailwood drive

Address2

City*

Flowery branch

State*

Ga

Zip*

30542

Zoning Item for Comment*

9. 0, 4611,4627 Guth Road & 0, 4561, 4613 J M Turk Road & 4590, 4601, 4610 Stanley Road

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

Strongly oppose type of products(town home etc.) and density. It is an unreasonable request for a small country back road with no development to the area to support such drastically different products.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Anael Dominguez (CDI: Planning)

From: Randi Doveton (CDI: Planning)
Sent: Thursday, November 16, 2023 2:06 PM
To: Anael Dominguez (CDI: Planning)
Cc: Beth Garmon (CDI: Planning)
Subject: FW: 11.20.2023 Planning Meeting Regarding Proposed PRD on JM Turk Road

Ana,
Please add to the records for JM Turk.

Thanks,

Randi Doveton
Director of Planning and Development
Hall County Community Development and Infrastructure
(770) 297-5544 | www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

Please ***participate*** in our **Comprehensive Plan update** and development of a **Unified Development Code (UDC)** by visiting our **project website**.

All **PLAT** and **BUILDING PERMIT** submittals may be submitted online through Accela. Plat inquiries may be submitted to plats@hallcounty.org. Zoning inquiries may be submitted to planning@hallcounty.org.

From: turkfam1@bellsouth.net <turkfam1@bellsouth.net>
Sent: Thursday, November 16, 2023 1:43 PM
To: Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>
Cc: Gina Pilcher <gpilcher@hallcounty.org>; Chris Braswell (Planning) <cbraswell@hallcounty.org>; Stan Hunt <shunt@hallcounty.org>; Johnny Varner <jvarner@hallcounty.org>; Frank Sosebee (Planning) <frsosebee@hallcounty.org>
Subject: FW: 11.20.2023 Planning Meeting Regarding Proposed PRD on JM Turk Road

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Director Doveton,

Please see the attached application package scheduled for the November 20, 2023 Commission Meeting.

In particular, please note page 29 describing "Sanitary Sewer Option 1" and page 30 which depicts the existing Plat of the "Little" property,
et al.

This sewer option described on page 29, crosses 100 feet, more or less, of my property. The Littles have "unstipulated" use
of this easement for vehicle traffic across my property. I have no issue with this or with the PRD proposal to use the easement for emergency vehicle access only, if they wish to proceed in that manner and if stipulated by the Commission. However, I do not consent to a sewer easement which crosses my property.

I also object to their proposed density, which exceeds 2 units per acre.

With kindest regards,
Milton Turk
770 375 6800

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Tuesday, November 14, 2023 8:32 AM
To: turkfam1@bellsouth.net
Subject: RE: Plans Request For JM Turk Road PRD Rezoning Request

Please see the link below to the 11-20-2023 packet for this application. It looks like the only new information provided for the packet is the sewer application provided by Public Works (pg. 23).

0, 4611,4627 Guth Road & 0, 4561, 4613 J M Turk Road & 4590, 4601, 4610 Stanley Road | Rezone | from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on 117.31± acres located on the east side of J M Turk Road at its intersection with Guth Road | Zoned AR-III; Tax Parcels 15043 000027, 000109, 000128, 000201 & 15044 000035, 000035B, 000043, 000100, 000127 **| Proposed Use: 324 lot residential development |** ** Commission District 1 **| Thompson O'Brien Kappler & Nasuti PC, applicant.**

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org

From: turkfam1@bellsouth.net <turkfam1@bellsouth.net>
Sent: Monday, November 13, 2023 12:52 PM
To: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Subject: RE: Plans Request For JM Turk Road PRD Rezoning Request

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.

Anael,

Have any amended plans been filed by the applicants since those filed in the link you sent me on 9.18.23? If so, would you please forward a link to me so that I may review prior to the applicants scheduled meeting on the 11. 20.2023?

Milton Turk

With kindest regards,

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Monday, September 18, 2023 8:37 AM
To: turkfam1@bellsouth.net
Cc: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>
Subject: RE: Plans Request For JM Turk Road PRD Rezoning Request

Please see the link below.

0, 4611,4627 Guth Road & 0, 4561, 4613 J M Turk Road & 4590, 4601, 4610 Stanley Road | Rezone | from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) on 117.31± acres located on the east side of J M Turk Road at its intersection with Guth Road | Zoned AR-III; Tax Parcels 15043 000027, 000109, 000128, 000201 & 15044 000035, 000035B, 000043, 000100, 000127 **| Proposed Use: 324 lot residential development |** ** Commission District 1 **| Thompson O'Brien Kappler & Nasuti PC, applicant.**

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org

From: Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>
Sent: Monday, September 18, 2023 8:30 AM
To: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Cc: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Subject: FW: Plans Request For JM Turk Road PRD Rezoning Request

Ana,
Please see below.

Randi Doveton
Director of Planning and Development
Hall County Community Development and Infrastructure
(770) 297-5544 | www.hallcounty.org

HALL COUNTY
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Please ***participate*** in our **Comprehensive Plan update** and development of a **Unified Development Code (UDC)** by visiting our **project website**.

All **PLAT** and **BUILDING PERMIT** submittals may be submitted online through Accela. Plat inquiries may be submitted to plats@hallcounty.org. Zoning inquiries may be submitted to planning@hallcounty.org.

From: turkfam1@bellsouth.net <turkfam1@bellsouth.net>
Sent: Monday, September 18, 2023 7:24 AM
To: Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>
Subject: Plans Request For JM Turk Road PRD Rezoning Request

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 Director Doveton,

Would you please provide me with a link to access the plans from applicants, Thompson O'Brien Kappler & Nasuti PC, for rezoning several properties on JM Turk to a PRD?

With kindest regards,

Milton G Turk
4702/26 JM Turk Rd
Flowery Branch, Ga 30542

Anael Dominguez (CDI: Planning)

From: turkfam1@bellsouth.net
Sent: Sunday, November 19, 2023 2:26 PM
To: gpilcher@hallcounty.org
Subject: June 2018 Flood Photos of Berry Creek

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 Planning Commissioner Pilcher,

Please see the following link of three photos showing damage from a June, 2018 flood on the Berry Creek at J M Turk Rd, Flowery Branch.

This flood inundated one half of my 9 acre field along the Berry Creek just a few hundred yards from it's confluence with the Mulberry Creek. It caused considerable damage to my stream banks and quickly overwhelmed the two barrel road culvert as shown by the flotsam left behind. We incurred several thousand dollars in expenses in restoring the worst of the streambank damage. My adjacent neighbors on the Mulberry Creek suffered much worse damage to their culverts on the Mulberry.

It is my hope that the Planning Commission and County Commission would weigh heavily the potential flood damage to us and our immediate neighbors on the Mulberry Creek, before approving large scale development above us.

I appreciate your work of the Planning Commission.

With kindest regards,
Milton Turk

https://vault.myvzw.com/webcs/lnwuvx6QcW

Anael Dominguez (CDI: Planning)

From: Randi Doveton (CDI: Planning)
Sent: Friday, February 2, 2024 11:12 AM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)
Subject: FW: JM Turk Road Rezoning Application of Thompson, O'Brien, Kepler, & Nasuti

Please see below.

From: turkfam1@bellsouth.net <turkfam1@bellsouth.net>
Sent: Friday, February 2, 2024 10:29 AM
To: Chris Braswell (Planning) <cbraswell@hallcounty.org>; Gina Pilcher <gpilcher@hallcounty.org>; Johnny Varner <jvarner@hallcounty.org>; Stan Hunt <shunt@hallcounty.org>; Frank Sosebee (Planning) <frsosebee@hallcounty.org>
Cc: Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>
Subject: JM Turk Road Rezoning Application of Thompson, O'Brien, Kepler, & Nasuti

You don't often get email from turkfam1@bellsouth.net. 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.

Dear Planning Commissioners,

It's my continued recommendation that the Planning Commission deny the applicants in their request based upon the high density proposed. The Commission's Planning Staff has rightly concluded that the applicants plan is not consistent with the Hall County Comprehensive Plan for future land use designation, in that it exceeds the maximum density of 2 dwelling units per acre, for Residential future land use classification.

I am not opposed to my neighbors desire to sell their property for development. However, I continue to be opposed to their plan for the above reason.

Thank you Commissioners for your hard work.

With kindest regards,
Milton Turk

Print

Planning Commission Comments - October 2, 2023 - Submission #79746

Date Submitted: 9/26/2023

Comments completed in the form below will be submitted into the record for the October 2, 2023 meeting of the Hall County Planning Commission.

First Name*

Nathan

Last Name*

Goss

Address1*

4710 Crestview Way

Address2

City*

Flowery Branch

State*

GA

Zip*

30542

Zoning Item for Comment*

9. 0, 4611,4627 Guth Road & 0, 4561, 4613 J M Turk Road & 4590, 4601, 4610 Stanley Road

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

We are vehemently opposed to the proposed single family homes and townhomes that are under consideration off of JM Turk Road for several important reasons:
1. The impact of these smaller homes and townhomes on our homes value in the Grandview Estates subdivision.
2. Increased traffic on infrastructure that is barely able to keep up with existing volumes.
3. The proliferation of high-density housing has to come to an end in Hall County. We are sick of seeing these townhomes and apartment complexes that decrease home values, increase traffic and the subsequent safety issues associated with the volume of population. Having teen aged drivers in our family is our concern and high volume populations in our area are not welcome. Go find your tax dollars elsewhere.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

ncgoss@att.net

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Anael Dominguez (CDI: Planning)

From: Katie L. Greenway (CDI: Planning)
Sent: Wednesday, November 8, 2023 4:22 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: FW: Opposition to Rezoning Application HZON23-0041

Please add to public comment.

Katie Greenway
Principal Planner
Hall County Community Development and Infrastructure
(direct office) 770-297-2649
klgreenway@hallcounty.org

HALL COUNTY
GEORGIA
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From: Peter walczuk <ppw65@yahoo.com>
Sent: Wednesday, November 8, 2023 4:17 PM
To: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Subject: Opposition to Rezoning Application HZON23-0041

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 Members of the Hall County Planning Commission,

I am writing to express my strong opposition to the rezoning application # HZON23-0041 off of J M Turk Rd, Flowery Branch, GA, which requests a change from Agricultural Residential III to Planned Residential Development (PRD). While I understand the importance of responsible development & growth in Hall county, I believe this particular proposal is deeply flawed & should not be approved for several reasons.

First and foremost, the proposed PRD is not compatible with the surrounding subdivisions. The character of this area has been established over the years, and introducing a PRD would disrupt the harmonious nature of our community. The size, density, and design of the PRD are not in line with the existing neighborhoods and would create an imbalance that is inconsistent with the

current zoning and land use patterns. The proposed use is not consistent with the Hall Co Comprehensive Plan recommended maximum density of two dwellings per acre which leads to many problems.

Furthermore, one of the most concerning aspects of this proposal is the potential environmental negative impact, particularly regarding hard surface runoff. Our county is already grappling with environmental issues, including water quality concerns, and the addition of a PRD with increased hard surface areas would only exacerbate these problems. Hard surface runoff is known to contribute to water pollution, erosion, and can disrupt natural drainage systems. This poses a significant threat to the local environment, our water resources, and the overall quality of life in the area.
In light of these concerns, I urge the Hall County Planning Commission to carefully consider the long-term consequences of this rezoning application. It is imperative that you take into account the potential negative impacts on the community's character and the environment when making your decision.

I kindly request that the Hall Co Planning Commission reconsider this rezoning application and explore alternative solutions that better align with the current neighborhood's character and prioritize environmental sustainability. It is our collective responsibility to protect our community and its natural resources for future generations.

Thank you for your attention to this matter. I trust that you will make a thoughtful and informed decision that truly benefits our county.

Respectfully,

Peter and Jana Walczuk
4614 Quail Court
Flowery Branch, Georgia 30542

Sent from my iPad

Print

Board of Commissioners Voting Meeting Comments - November 9, 2023 - Submission #83998

Date Submitted: 11/7/2023

Comments completed in the form below will be submitted into the record for the November 9, 2023 Voting Meeting of the Hall County Board of Commissioners.

First Name*

Christopher and Charlene

Last Name*

Linkowski

Address1*

4578 Wingfield Way

Address2

City*

Flowery Branch

State*

GA

Zip*

30542

Item for Comment*

General Public Comments/Other Business

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.

Your Comments*

Dear Members of the Hall County Planning Commission,
I am writing to express my strong opposition to the rezoning application # HZON23-0041 off of J M Turk Rd, Flowery Branch, GA, which requests a change from Agricultural Residential III to Planned Residential Development (PRD). While I understand the importance of responsible development & growth in Hall county, I believe this particular proposal is deeply flawed & should not be approved for several reasons.
First and foremost, the proposed PRD is not compatible with the surrounding subdivisions. The character of this area has been established over the years, and introducing a PRD would disrupt the harmonious nature of our community. The size, density, and design of the PRD are not in line with the existing neighborhoods and would create an imbalance that is inconsistent with the current zoning and land use patterns. The proposed use is not consistent with the Hall Co Comprehensive Plan recommended maximum density of two dwellings per acre which leads to many problems.
Furthermore, one of the most concerning aspects of this proposal is the potential environmental negative impact, particularly regarding hard surface runoff. Our county is already grappling with environmental issues, including water quality concerns, and the addition of a PRD with increased hard surface areas would only exacerbate these problems. Hard surface runoff is known to contribute to water pollution, erosion, and can disrupt natural drainage systems. This poses a significant threat to the local environment, our water resources, and the overall quality of life in the area.
In light of these concerns, I urge the Hall County Planning Commission to carefully consider the long□term consequences of this rezoning application. It is imperative that you take into account the potential negative impacts on the community's character and the environment when making your decision.
I kindly request that the Hall Co Planning Commission reconsider this rezoning application and explore alternative solutions that better align with the current neighborhood's character and prioritize environmental sustainability. It is our collective responsibility to protect our community and its natural resources for future generations.
Thank you for your attention to this matter. I trust that you will make a thoughtful and informed decision that truly benefits our county.
My Best,
Chris and Charlene Linkowski
4578 Wingfield Way
Flowery Branch, GA 30542
404-405-5797

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

clinkowski@gmail.com

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.

September 29, 2023

Dear Council,

We are writing to express our strong opposition to the HZON23-0041 - rezoning for a Single-Family Subdivision located on the east side of JM Turk Road intersection with Guth and Stanley Roads. We understand the need for affordable housing in our city, however, we believe that this high-density development would have a detrimental impact on our community and the surrounding communities.

We believe that the lot size, home size, and location of this residential development may negatively result in economic, environmental, and social impacts on Quailwood, Grandview Estates, Martin Crossing, Laurel Oaks, and countless stand-alone homes along Martin, JM Turk, and Stanley Roads. We think these communities would be better served alongside new residential homes and developments that a comparable in price, lot size, and home size.

The type and square footage of these proposed single-family residences and townhomes might drastically alter the aesthetic of our area, replacing the existing greenery and open spaces with a high-density housing complex. A development of this magnitude may also reduce environmental amenities causing significant environmental damage, destroying and displacing natural wildlife habitats, and increasing wildlife migration into residential communities.

We also think the proposed high-density development might be too large for this area. The increase in population density may place a strain on the existing infrastructure, possibly leading to increased traffic, congestion, pollution, road safety issues, and stress on our public & local services. High-density developments, like this one, may be better suited in areas where the infrastructure, schools, and public and local services can effectively support population growth.

Additionally, this development may harm property values in and around the surrounding areas. The influx of 300+ moderate-priced homes could lead to an increase in crime rate, diminution of property values, and generate lower home prices, making it difficult for current residents to sell their homes and move elsewhere.

On the other hand, given the desirability of our neighborhood and surrounding communities, this development may garner large profit margins for their stakeholders.

For years, South Hall has been growing at an all-time high. Rezoning and open lots have been filled with apartments, townhomes, and warehouses which impact the existing road network and public infrastructure. In our immediate area, we have personally experienced massive growth (as listed below) without enough infrastructure upgrades. We have experienced various tax increases, as shown in the substantial increases in property assessment taxes, without the new economic growth shouldering their share of the tax burden.

- ***Apartment Complexes**:
  - Folksong consists of 342 apartments.
  - Advenir at Flowery Branch consists of 312 apartments.

- ***New Housing Community**:
  - Falls Creek by Taylor Morrison consists of 188 single-family homes. Schools: Martin Elementary, C.W. Davis Middle School, and Flowery Branch High School.
- ***Distribution Centers**:
  - Makita (600,000 sq ft)
  - GXO (*unknown sq ft*)
  - Falcon Parkway Logistic Center (640,000 sq ft)
  - Thurmon Tanner Logistics, Bldg. A (445,00 sq ft), Bldg. B (265,000+ sq ft), Bldg. C (110,000+ sq ft), totaling 825,000+ sq ft. **The above information was gathered from public websites.*
- ***Self-Storage Facility**:
  - Boxville Storage (*unknown sq ft*)

Furthermore, the Northeast Georgia Inland Port (a $170M truck terminal) is expected to be fully operational by 2026 may also increase truck traffic, congestion, pollution, and road safety on the existing one or two-lane roads.

In conclusion, we strongly urge you to reconsider this proposed development. We believe that the scale and composition of this development do not fit into our community, surrounding communities, and stand-alone homes.

Sincerely,

//original signed//
The QW Community

CC:
Attached Community Petition

Quailwood Homeowners Association, Inc.

Opposition Petition Sign-In Sheet – HZON23-0041

Owner	Property	Mailing Address	Ownership
Michael Agee	4744 Quailwood Drive	4744 Quailwood Drive Flowery Branch, GA 30542	☐
Oladimeji Akiode	5037 Pointer Ridge	5037 Pointer Ridge Flowery Branch, GA 30542	☐
Mbaukwu Uba Anaba & Uchenna Anne Anaba	4738 Quailwood Drive	4738 Quailwood Drive Flowery Branch, GA 30542	☐
Lee & Kimberly Anderson	4741 Quailwood Drive	4741 Quailwood Drive Flowery Branch, GA 30542	☑
David Keith Anglin & Terrie Anne Jackson	4764 Falling Brook Drive	4764 Falling Brook Drive Flowery Branch, GA 30542	☐
Christopher R. Autry	4538 Deer Creek Court	4538 Deer Creek Court Flowery Branch, GA 30542	☑
Robin D. Bailey, Jr. & Tina Bailey	4704 Quailwood Drive	4704 Quailwood Drive Flowery Branch, GA 30542	☐
Joe & Gena Bajjani	4684 Quailwood Drive	4684 Quailwood Drive Flowery Branch, GA 30542	☑
Daniel Baquet & Lauren Baquet	4744 Falling Brook Drive	4744 Falling Brook Drive Flowery Branch, GA 30542	☑
Glennis Barnes & Tamika Barnes	4659 Windswept Way	4659 Windswept Way Flowery Branch, GA 30542	☐
Michael Barnes & Amy Durfee	4856 Wildlife Way	4856 Wildlife Way Flowery Branch, GA 30542	☐
		Flowery Branch, GA 30542	☐
Douglas Baum	4564 Wingfield Way	4564 Wingfield Way	
Brendon & Gina Blake	4625 Quail Court	4625 Quail Court Flowery Branch, GA 30542	☑
Jerry R. & Pebbles L. Bond	4662 Quailwood Drive	4662 Quailwood Drive Flowery Branch, GA 30542	☑
Richard Boring	4628 Quailwood Drive	4628 Quailwood Drive Flowery Branch, GA 30542	☐

Quailwood Homeowners Association, Inc.

Opposition Petition Sign-In Sheet - HZON23-0041

Owner	Property	Mailing Address	Ownership
Jason & Deana Brooks	4605 Quailwood Drive	4605 Quailwood Drive Flowery Branch, GA 30542	☐
Craig M. Brown & Jennifer Brown	4662 Windswept Way	4662 Windswept Way Flowery Branch, GA 30542	☐
Douglas & Kimberly Byron	4818 Deer Creek Court	4818 Deer Creek Court Flowery Branch, GA 30542	☐
		Flowery Branch, GA 30542	☐
Daniel Capel	4583 Wingfield Way	4583 Wingfield Way	
Robert Carlson	4904 Deer Creek Court	4904 Deer Creek Court Flowery Branch, GA 30542	☐
Robert & Pamela Carmical	4573 Wingfield Way	4573 Wingfield Way Flowery Branch, GA 30542	☐
Alan R. Chapman & Anne Chapman	4683 Quailwood Drive	4683 Quailwood Drive Flowery Branch, GA 30542	☐
Christopher L. Clement & Haley H. Clement	5064 Pointer Ridge	5064 Pointer Ridge Flowery Branch, GA 30542	☐
Mark G. Cobb & Cynthia F. Cobb	4707 Deer Creek Court	4707 Deer Creek Court Flowery Branch, GA 30542	☐
Donald J. Conklin & Theresa A. Conklin	4602 Deer Creek Court	4602 Deer Creek Court Flowery Branch, GA 30542	☐
John F. Cook & Janet D. Cook	4843 Wildlife Way	4843 Wildlife Way Flowery Branch, GA 30542	☐
Steven A. Cornelison	5104 Deer Creek Court	5104 Deer Creek Court Flowery Branch, GA 30542	☐
Stephen R. Marie G. Crocker	5118 Deer Creek Court	5118 Deer Creek Court Flowery Branch, GA 30542	☑
Yvonne Culpepper & William Culpepper	4777 Falling Brook Drive	4777 Falling Brook Drive Flowery Branch, GA 30542	☑

Quailwood Homeowners Association, Inc.

Opposition Petition, Sign-In Sheet - HZON23-0041

Owner	Property	Mailing Address	Ownership
James E. Daresta & Laurie Daresta	4669 Quailwood Drive	4669 Quailwood Drive Flowery Branch, GA 30542	☐
Janos & Rachel Demeter	4714 Deer Creek Court	4714 Deer Creek Court Flowery Branch, GA 30542	☐
Sherry Dubose	4617 Quailwood Drive	4617 Quailwood Drive Flowery Branch, GA 30542	☐
Angie Dudley	4913 Deer Creek Court	4913 Deer Creek Court Flowery Branch, GA 30542	☐
Jon & Tammy Duke	4702 Deer Creek Court	4702 Deer Creek Court Flowery Branch, GA 30542	☐
Jon & Tammy Duke	4630 Deer Creek Court	4702 Deer Creek Court Flowery Branch, GA 30542	☐
John & Stephanie Edmondson	4609 Quailwood Drive	4609 Quailwood Drive Flowery Branch, GA 30542	☐
Andrew Wayne Farr	4641 Quailwood Drive	4641 Quailwood Drive Flowery Branch, GA 30542	☐
Dena Furlow & Scott Furlow	4534 Deer Creek Court	4534 Deer Creek Court Flowery Branch, GA 30542	☐
Craig Gates & Suzanne Daymude	4781 Falling Brook Drive	4781 Falling Brook Drive Flowery Branch, GA 30542	☐
Andrew G. & Tara R. Goetz	4650 Windswept Way	4650 Windswept Way Flowery Branch, GA 30542	☐
Justo & Tammy Gonzalez	4656 Quailwood Drive	4656 Quailwood Drive Flowery Branch, GA 30542	☐
Francis & Diane Graham	4525 Deer Creek Court	4525 Deer Creek Court Flowery Branch, GA 30542	☐
James Harris, IV & Christine Harris	4579 Wingfield Way	4579 Wingfield Way Flowery Branch, GA 30542	☐

Quailwood Homeowners Association, Inc.

Opposition Petition Sign-In Sheet - HZON23-0041

Owner	Property	Mailing Address	Ownership	
Eric D. Hasley & Sarah A. Hasley	5055 Pointer Ridge	5055 Pointer Ridge Flowery Branch, GA 30542		☐
Wesley R. Heine	4617 Deer Creek Court	4617 Deer Creek Court Flowery Branch, GA 30542		☐
Lloyd Herford, III & Blaire Whitcomb	4622 Deer Creek Court	4622 Deer Creek Court Flowery Branch, GA 30542		☐
		Flowery Branch, GA 30542		☐
William E. Hickman	4708 Deer Creek Court	4708 Deer Creek Court		
Charles & Gayle Hipple	4763 Falling Brook Drive	4763 Falling Brook Drive Flowery Branch, GA 30542		☐
Douglas Horsley & Diane Horsley	5123 Deer Creek Court	5123 Deer Creek Court Flowery Branch, GA 30542		☐
Sheraj & Sithara Jacob	4526 Deer Creek Court	4526 Deer Creek Court Flowery Branch, GA 30542	Sithara	☐
Robert Jernigan & Karen Jernigan	4620 Quail Court	4620 Quail Court Flowery Branch, GA 30542		☐
		Flowery Branch, GA 30542	Karen Jernigan	☐
Kevin & Sally Johnson	4729 Deer Creek Court	4729 Deer Creek Court		
Frank & Neicia Kahlert	4837 Wildlife Way	4837 Wildlife Way Flowery Branch, GA 30542		
Devendar Katkoori	4920 Deer Creek Court	4920 Deer Creek Court Flowery Branch, GA 30542		☐
David Albert & Rosario Keller	4727 Quailwood Drive	4727 Quailwood Drive Flowery Branch, GA 30542		☐
Bruce Kelly & Donna Kelly	4515 Deer Creek Court	4515 Deer Creek Court Flowery Branch, GA 30542	RAY LEACH	☐
Ova F & Cherie B Kelly	4627 Quailwood Drive	4627 Quailwood Drive Flowery Branch, GA 30542		☑
				☐

Quailwood Homeowners Association, Inc.

Opposition Petition Sign-In Sheet – HZON23-0041

Owner	Property	Mailing Address	Ownership	
Donald J. Kennedy & Debra L. Kennedy	4850 Wildlife Way	4850 Wildlife Way Flowery Branch, GA 30542	Debra Kennedy	☑
Michael J. Kenny	5029 Pointer Ridge	5029 Pointer Ridge Flowery Branch, GA 30542		☐
Jenny L. Kidd	4672 Windswept Way	4672 Windswept Way Flowery Branch, GA 30542		☐
Michelle Kitzrow	4935 Feather Lane	4935 Feather Lane Flowery Branch, GA 30542		☑
Ellis Kopp & Dennice Kopp	4771 Falling Brook Drive	4771 Falling Brook Drive Flowery Branch, GA 30542		☐
		Flowery Branch, GA 30542		☐
Ronald E. Kowalski	4613 Quailwood Drive	4613 Quailwood Drive		
Bryan Kruger	4553 Deer Creek Court	4553 Deer Creek Court Flowery Branch, GA 30542		☑
Scott Krupa	4726 Quailwood Drive	4726 Quailwood Drive Flowery Branch, GA 30542		☑
Derby Lamptey-Mills & Ishmael Lamptey-Mills	4539 Deer Creek Court	4539 Deer Creek Court Flowery Branch, GA 30542		☑
		Flowery Branch, GA 30542		☑
Rufus & Lacrisia Larkin	4726 Deer Creek Court	4726 Deer Creek Court		
Justin T. Le & Julie Le	4697 Quailwood Drive	4697 Quailwood Drive Flowery Branch, GA 30542		☐
Robert & Jeanne League	5115 Deer Creek Court	5115 Deer Creek Court Flowery Branch, GA 30542		☑
Oliver LeBlanc	4750 Falling Brook Drive	4750 Falling Brook Drive Flowery Branch, GA 30542	Jessica LeBlanc	☑
Michael Lederer & Jennifer Lederer	4722 Deer Creek Court	4722 Deer Creek Court Flowery Branch, GA 30542		☐
Joseph M. Leonardo & Deborah A. Leonardo	4849 Wildlife Way	4849 Wildlife Way Flowery Branch, GA 30542		☑ ☑

Quailwood Homeowners Association, Inc.

Opposition Petition Sign-In Sheet - HZON23-0042

Owner	Property	Mailing Address	Ownership
Meghan Lifsey & William Lifsey	4912 Deer Creek Court	4912 Deer Creek Court Flowery Branch, GA 30542	☐
Christopher E. Linkowski	4578 Wingfield Way	4578 Wingfield Way Flowery Branch, GA 30542	☐
Donald S. Lomax	4632 Quailwood Drive	4632 Quailwood Drive Flowery Branch, GA 30542	☐
Gary & J Darlene Long	4655 Quailwood Drive	4655 Quailwood Drive Flowery Branch, GA 30542	☒ X
Arthur D. & ~~Teresa Z. Marlow~~	4656 Windswept Way	4656 Windswept Way Flowery Branch, GA 30542	☐
Edwin Matos & Peggy Proctor-Matos	4751 Falling Brook Drive	4751 Falling Brook Drive Flowery Branch, GA 30542	☐
		Flowery Branch, GA 30542	☐
Justin M & Fran McCain	5024 Pointer Ridge	5024 Pointer Ridge	
Gary & Doris McClung	4936 Feather Lane	4936 Feather Lane Flowery Branch, GA 30542	☐
John P. McGarvey	4572 Wingfield Way	4572 Wingfield Way Flowery Branch, GA 30542	☐
Kenneth L. McKinney	4821 Deer Creek Court	4821 Deer Creek Court Flowery Branch, GA 30542	☐
Kelly D. & Keith McLane	4732 Deer Creek Court	4732 Deer Creek Court Flowery Branch, GA 30542	☐
Alfred Meek & Pilar Meek	4806 Deer Creek Court	4806 Deer Creek Court Flowery Branch, GA 30542	☒
Randall Peter Miller	4650 Quailwood Drive	4650 Quailwood Drive Flowery Branch, GA 30542	☐
Mark Misner & Linda Farris	4615 Quail Court	4615 Quail Court Flowery Branch, GA 30542	☐
			☐
Tara Mitchell & Caleb Mitchell	5061 Pointer Ridge	2834 Birdsall Ave Oakland, CA 94619-3302	☐

Quailwood Homeowners Association, Inc.

Opposition Petition | Sign-In Sheet – HZON23-0041

Owner	Property	Mailing Address	Phone	Email	Ownership
Anshul Mittal & Prachi Mittal	4507 Quailwood Drive	4507 Quailwood Drive Flowery Branch, GA 30542	(678) 895-8718	Anshul1234@gmail.com	☐
		Flowery Branch, GA 30542			☑
Dave & Laly Moorthy	4626 Deer Creek Court	4626 Deer Creek Court	(770) 402-0180	lalydevan@gmail.com	
Joan Moretz	4645 Windswept Way	4645 Windswept Way Flowery Branch, GA 30542		thmoretz@aol.com	☑
Gregory D. Myer & Tiann R. Myer	4653 Windswept Way	4653 Windswept Way Flowery Branch, GA 30542	(513) 404-5382	greg@c3innova.com	☐
Stephen Myers & Janet Myers	4859 Wildlife Way	4859 Wildlife Way Flowery Branch, GA 30542	(661) 805-8783	mastertroopersteve@hotmail.com, jmm_cmc@hotmail.com	☐
Dennis Nash	4747 Quailwood Drive	4747 Quailwood Drive Flowery Branch, GA 30542	(404) 867-6894	dennis@nashproperties.net	☑
Cuong D. & Christina N. Nguyen	4824 Deer Creek Court	4824 Deer Creek Court Flowery Branch, GA 30542		cntnguyen77@gmail.com	☑
Michael & Dorothy Nieto	4604 Quail Court	4604 Quail Court Flowery Branch, GA 30542	(678) 428-9116	dqnieto@aol.com	☐
		Flowery Branch, GA 30542			☐
Holly R. Norman	4842 Wildlife Way	4842 Wildlife Way		hollynorman@remax.net	
Ifeyinwa Nwabueze	5112 Deer Creek Court	5112 Deer Creek Court Flowery Branch, GA 30542	(678) 860-1628	biblimousine1@gmail.com	☐
Theodore J. Pasternak & Marie B. Pasternak	4642 Quailwood Drive	4642 Quailwood Drive Flowery Branch, GA 30542			☐
Paresh & Nimisha Patel	4757 Falling Brook Drive	4757 Falling Brook Drive Flowery Branch, GA 30542	(404) 422-6477	nimishapatel1117@gmail.com	☐
Nicholas Peters	4621 Quail Court	14802 Lake Magdalene Circle Tampa, FL 33613	(706) 977-7182	admin@theborder.com	☐
Elizabeth Phommachack & Tan Phommachack	4780 Falling Brook Drive	4780 Falling Brook Drive Flowery Branch, GA 30542	(404) 345-4876	bethphom@gmail.com	☐
Walter Pimentel & Whitney Pimentel	4928 Deer Creek Court	4928 Deer Creek Court Flowery Branch, GA 30542	(480) 570-9588	wwpimentel@gmail.com	☐

Quailwood Homeowners Association, Inc.

Opposition Petition Sign-In Sheet – HZON23-0041

Owner	Property	Mailing Address	Ownership
Earl & Sherry Pirkle	4668 Quailwood Drive	4668 Quailwood Drive Flowery Branch, GA 30542	Sherry Pirkle ☐
Barney Purvis, III	4944 Feather Lane	4944 Feather Lane Flowery Branch, GA 30542	Byron Purvis ☑
David Quirk & Michelle Quirk	4671 Windswept Way	4671 Windswept Way Flowery Branch, GA 30542	☐
Dan Raatjes & Wendi Raatjes	4812 Deer Creek Court	4812 Deer Creek Court Flowery Branch, GA 30542	☐
Allen & Veronica Read	4756 Falling Brook Drive	4756 Falling Brook Drive Flowery Branch, GA 30542	☐
Michael Rhee & Eun Rhee	4550 Deer Creek Court	4550 Deer Creek Court Flowery Branch, GA 30542	X Michael J. Rhee ☑
John & Ruby Roberts	4834 Wildlife Way	4834 Wildlife Way Flowery Branch, GA 30542	John D. Roberts / Ruby Roberts ☑
Gregory Roller & Merrie Roller	4556 Deer Creek Court	4556 Deer Creek Court Flowery Branch, GA 30542	Merrie Roller ☐
Jeffrey P. Rosbach & Mavis I. Rosbach	4416 Quailwood Drive	4416 Quailwood Drive Flowery Branch, GA 30542	Mavis Rosbach ☑
			Jeffrey Rosbach ☑
Bruce Schneider	4860 Wildlife Way	6734 Great Water Drive	☐
Daniel T. & Amy Scott	4608 Deer Creek Court	4608 Deer Creek Court Flowery Branch, GA 30542	☑
Meredith Secor, Jr. & Harreldean Secor	4711 Quailwood Drive	4711 Quailwood Drive Flowery Branch, GA 30542	☑
Jose L. Serres	4665 Windswept Way	4665 Windswept Way Flowery Branch, GA 30542	☑
Patricia Shockley	4943 Feather Lane	4943 Feather Lane Flowery Branch, GA 30542	☐
Jason Skaggs & Jennifer Skaggs	5047 Pointer Ridge	5047 Pointer Ridge Flowery Branch, GA 30542	☐

Quailwood Homeowners Association, Inc.

Opposition Petition Sign-In Sheet – HZON23-0041

Owner	Property	Mailing Address	Ownership
Nereida C. & Michael A. Staiger	4616 Deer Creek Court	4616 Deer Creek Court Flowery Branch, GA 30542	☐
Timothy Stevens & Melanie Disco	4668 Windswept Way	4668 Windswept Way Flowery Branch, GA 30542	☐
		Flowery Branch, GA 30542	☐
Bobby W. Stone Jr	4802 Deer Creek Court	4802 Deer Creek Court	☐
Walter & Pamela Swift	5038 Pointer Ridge	5038 Pointer Ridge Flowery Branch, GA 30542	☑ Pam Swift Walter Swift
Ronald Terrell & Heather Terrell	5016 Deer Creek Court	5016 Deer Creek Court Flowery Branch, GA 30542	☑ Ronald Terrell Heather
Michelle Thompson & Andrew Thompson	4947 Feather Lane	4948 Feather Lane Flowery Branch, GA 30542	☐
Michelle Thompson & Andrew Thompson	4948 Feather Lane	4948 Feather Lane Flowery Branch, GA 30542	☐
Jimmy & Dianne Trotman	4674 Quailwood Drive	4674 Quailwood Drive Flowery Branch, GA 30542	☐
Benjamin Tule & Trinh Pham	5122 Deer Creek Court	5122 Deer Creek Court Flowery Branch, GA 30542	☑
Marlin E. Turner	4518 Deer Creek Court	4518 Deer Creek Court Flowery Branch, GA 30542	☐
Peter P. Walczuk & Delinda C. Brunatti	4614 Quail Court	4614 Quail Court Flowery Branch, GA 30542	☑ Peter P Walczuk
Chioe Ying & Wen Liang Wang	4505 Deer Creek Court	4505 Deer Creek Court Flowery Branch, GA 30542	☐ Shirley Washington
Ira & Shirley Washington	4772 Falling Brook Drive	4772 Falling Brook Drive Flowery Branch, GA 30542	☐ Ira Washington
Kimberly M. & Brett Whitaker	5015 Deer Creek Court	5015 Deer Creek Court Flowery Branch, GA 30542	☑ Both
Brian & Stephanie Wilker	4855 Wildlife Way	4855 Wildlife Way Flowery Branch, GA 30542	☐
chioe ying & wen Liang Wang	4505 Deer Creek ct		

Quailwood Homeowners Association, Inc.

Opposition Petition Sign-In Sheet – HZON23-0047

Owner	Property	Mailing Address	Ownership	
Martin Williams & Shelby Williams	4603 Quail Court	4603 Quail Court Flowery Branch, GA 30542	S Williams	☑
Beverly & Rod Wilson	5107 Deer Creek Court	5107 Deer Creek Court Flowery Branch, GA 30542		☐
Carolyn Q. Wilson	4582 Wingfield Way	4582 Wingfield Way Flowery Branch, GA 30542		☐
David A. Wittke & Lanika H. Wittke	4544 Deer Creek Court	4544 Deer Creek Court Flowery Branch, GA 30542	D Wittke	☑
Michael Wunder & Patricia Wunder	5060 Pointer Ridge	5060 Pointer Ridge Flowery Branch, GA 30542		☐
Michael Wunder & Patricia Wunder	5052 Pointer Ridge	5060 Pointer Ridge Flowery Branch, GA 30542		☐ ☐
Linda Youtz	5006 Deer Creek Court	Flowery Branch, GA 30542 5006 Deer Creek Court		
John & Debra Zwald	4718 Deer Creek Court	4718 Deer Creek Court Flowery Branch, GA 30542	Debra H Zwald	☐
[redacted]				
Megan and Bryan Kruger	4553 Deer Creek Ct	Flowery Branch, GA 30542	Megan Kruger	☑

Anael Dominguez (CDI: Planning)

From: Katie L. Greenway (CDI: Planning)
Sent: Monday, November 6, 2023 8:15 AM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: FW: JM Turk Rd

Ana,

Please add this to the public comment.

Thank you,

Katie Greenway
Principal Planner
Hall County Community Development and Infrastructure
(direct office) 770-297-2649
klgreenway@hallcounty.org

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

From: shelby davis <p76g72@yahoo.com>
Sent: Monday, November 6, 2023 7:56 AM
To: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Subject: JM Turk Rd

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to express my strong opposition to the rezoning application # HZON23-0041 off of J M Turk Rd, Flowery Branch, GA, which requests a change from Agricultural Residential III to Planned Residential Development (PRD). While I understand the importance of responsible development & growth in Hall county, I believe this particular proposal is deeply flawed & should not be approved for several reasons.

First and foremost, the proposed PRD is not compatible with the surrounding subdivisions. The character of this area has been established over the years, and introducing a PRD would disrupt the harmonious nature of our community. The size, density, and design of the PRD are not in line with the existing neighborhoods and would create an imbalance that is inconsistent with the current zoning and land use patterns. The proposed use is not consistent with the Hall Co

Comprehensive Plan recommended maximum density of two dwellings per acre which leads to many problems.

Furthermore, one of the most concerning aspects of this proposal is the potential environmental negative impact, particularly regarding hard surface runoff. Our county is already grappling with environmental issues, including water quality concerns, and the addition of a PRD with increased hard surface areas would only exacerbate these problems. Hard surface runoff is known to contribute to water pollution, erosion, and can disrupt natural drainage systems. This poses a significant threat to the local environment, our water resources, and the overall quality of life in the area.
In light of these concerns, I urge the Hall County Planning Commission to carefully consider the long-term consequences of this rezoning application. It is imperative that you take into account the potential negative impacts on the community's character and the environment when making your decision.

I kindly request that the Hall Co Planning Commission reconsider this rezoning application and explore alternative solutions that better align with the current neighborhood's character and prioritize environmental sustainability. It is our collective responsibility to protect our community and its natural resources for future generations.

Thank you for your attention to this matter. I trust that you will make a thoughtful and informed decision that truly benefits our county.

Respectfully,
Micaiah Williams
4603 Quail Ct
Flowery Branch, Ga 30542
Sent from my iPhone

Anael Dominguez (CDI: Planning)

From: Katie L. Greenway (CDI: Planning)
Sent: Monday, November 20, 2023 1:07 PM
To: Anael Dominguez (CDI: Planning)
Subject: FW: J M Turk Road Subdivision Project
Attachments: 1697412872045blob.jpg; 1697412807343blob.jpg; 1697412760876blob.jpg

Please add this to public comment

Katie Greenway
Principal Planner
Hall County Community Development and Infrastructure
(direct office) 770-297-2649
klgreenway@hallcounty.org

HALL COUNTY
GEORGIA
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From: Tommy Channell <tommy.channell@outlook.com>
Sent: Monday, November 20, 2023 1:04 PM
To: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Subject: J M Turk Road Subdivision Project

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 Hall County Planning Commissioners:

I would like to stand in opposition to the proposed development on J M Turk Road and I hope you will vote "NO" based upon the following reasons.

1. For the last 20 years, every new home that has been constructed on J M Turk Road has been an executive style in square footage and design. The proposed development will break from this trend and will adversely impact the ambience of the area. The townhomes and home density plans will not add to our community. I am not opposed to development; however, any development should add to the community and not detract from it and should follow the county guidelines. I feel as if the development should resemble Grandview and / or Quailwood. A subdivision modeled after those two would benefit and add value to our community.
2. Since the area has been "built up" recently, the Elah Valley subdivision has had to deal with major flooding in our development from the Mulberry River. When the Ingles shopping center, Grandview Subdivision, and the community center were completed the rain water from these developments has

caused major erosion and flooding for us. Our HOA has had to rebuild 2 community bridges because of flooding damage which has personally cost the homeowners thousands of dollars. If this development proceeds, I am concerned that even more erosion and damage will occur in our development as a result of rainwater mis-management and the Elah Valley homeowners again will be forced to pay out-of-pocket for road and bridge repairs. For your review, I have attached recent pictures of the flooding that has happened in our community.

3. I feel as if a more recent traffic study will need to be done on J M Turk Road. I am not confident the road can safely handle additional traffic. One end of J M Turk is extremely curvy and dangerous. Over the years I have witnessed many accidents in this section and some accidents have resulted in fatalities. If the development proceeds, major road rework will need to be done on J M Turk so that safety can be increased.

Please vote "NO" to this development. Thank you in advance for your attention to this matter.

Regards,
Tommy Channell
770-364-8087

Anael Dominguez (CDI: Planning)

From: Katie L. Greenway (CDI: Planning)
Sent: Wednesday, December 20, 2023 4:56 PM
To: Anael Dominguez (CDI: Planning)
Subject: FW: Zoning Project: Guth, JM Turk and Stanley roads - Kathy Cooper

Please add to public comment.

Katie Greenway
Principal Planner
Hall County Community Development and Infrastructure
(direct office) 770-297-2649
klgreenway@hallcounty.org

HALL COUNTY
GEORGIA
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From: Ashley Anderson <ashes00@gmail.com>
Sent: Wednesday, December 20, 2023 4:49 PM
To: Planning <planning@hallcounty.org>
Subject: Zoning Project: Guth, JM Turk and Stanley roads - Kathy Cooper

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 elected officials,

I am here by voicing my opposition to the project that proposes 200 single-family detached homes and 124 townhomes along Guth, JM Turk and Stanley roads on 117 acres in Flowery Branch. I am strongly voicing my complete objection to District 1 Commissioner Kathy Cooper role in the sales agreement as well as her vote on the issue that will come before the planning commissioners at 5:15 p.m. Monday, February 5, at the Hall County Government Center. I object for the following reasons.

A. Ethics Violation - Commissioner Kathy Cooper has a direct conflict of interest as she is the listing agent on the $1.3 million deal. This is completely against all County and State ethics standards. She should resign from her position immediately .
B. Recusal hurts District 1 - Commissioner Kathy Cooper states that she would recuse herself from a vote. In doing so District 1 loses their representation on this very serious matter. She fails to complete her duty as an elected official, and should resign immediately.

The only way we see this as a community working is for A. Commissioner Kathy Cooper to resign from her role prior to this hearing. Or, B. The zoning request is to be denied 100% at the hearing due to the Districts failure of representation,and extreme conflict of interest.

PLEASE add these comments to the docket for the Planning board & Commissioners to review. Thank you!

--

Best Regards,

Ashley Anderson
ashes00@gmail.com

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: THOMPSON O'BRIEN KAPPLER & NASUTI PC

REQUEST: REZONE FROM AR-III TO PRD FOR 324 LOT SINGLE-FAMILY DEVELOPMENT

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION Date: FEB 6, 2024 Time: 5:15 P.M.

&

COUNTY COMMISSION Date: MAR 19, 2024 Time: 6:00 P.M.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) [illegible]809

Dec 21, 2023 10:35:38
4590 Stanley Road
Flowery Branch
Hall County
Georgia

Dec 21, 2023 10:38:01
4590 Stanley Road
Flowery Branch
Hall County
Georgia

Dec 21, 2023 10:41:21
4543 J M Turk Road
Flowery Branch
Hall County
Georgia

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 104/2024

SUBJECT: Public hearing to request approval and authorization for the Chairman to execute a resolution for the expansion of a Special Tax District for street lights on Spring Road and Skelton Road in Hall County. Commission District 4.

Meetings:

Work Session Date: 03/11/24

Voting Meeting Date: 03/14/24

Executive Summary:

Presenter: BN

Recommendation:
Approve.

Purpose of Request:
Public hearing to request approval and authorization for the Chairman to execute a resolution for the expansion of a Special Tax District for street lights on Spring Road and Skelton Road in Hall County. Commission District 4.

History:

Spring Road and Skelton Road are County maintained. Hall County is focusing on improving pedestrian and motorist safety along these corridors.

Facts and Issues:
In order to increase pedestrian and motorist safety along Spring Road and Skelton Road, Hall County has proposed making an addition to the special tax district for streetlights encompassing these roadways.

Georgia Power has indicated that most, if not all, proposed street lights will utilize existing utility poles, and there will not be an installation cost for traditional lighting fixtures.

If approved, the County will pay the monthly utility costs, which will be divided among the properties fronting each roadway and added to the owner's property tax bills as a streetlight assessment. In addition, each property owner will be assessed an administrative fee of $12.00 per year.

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Budget	Finance
WS	BN	TS	WG

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Resolution
Exhibit A (Map of Area)
Exhibit B (Parcel Listing)

STATE OF GEORGIA
COUNTY OF HALL

RESOLUTION EXPANDING THE SPECIAL TAX DISTRICT FOR STREETLIGHTS

WHEREAS, pursuant to Article 9, Section 2, Paragraph 6 of the Constitution of the State of Georgia, The Hall County Board of Commissioners is authorized to create, by ordinance, special districts for the provision of local government services within such districts and to levy and collect taxes within such districts to pay the costs of providing such services; and

WHEREAS, the Hall County Board of Commissioners has previously created a special tax district for the provision of street lights and has ratified the special tax district, per Section 16.90.010 (A) of the Code of Ordinances of Hall County and;

WHEREAS, the Hall County Board of Commissioners is empowered, under special circumstances, to make additions to the special tax district per Section 16.90.010 (E) of the Code of Ordinances of Hall County and;

WHEREAS, the Hall County Board of Commissioners finds that such qualifying special conditions, specifically the need to increase visibility to promote motorist and pedestrian safety, exist along a portion of Spring Road between Browns Bridge Road and McEver Road and along a portion of Skelton Road between Browns Bridge Road and Shallowford Road as shown in “Exhibit A” and further determines that the addition of the properties/parcels listed in “Exhibit B” to the special tax district for streetlights and the

installation and maintenance of streetlights along the above referenced corridors is in the best interest of the residents of the aforementioned properties and the citizens of Hall County generally and;

WHEREAS, the Hall County Board of Commissioner's has provided notice of this resolution and an opportunity to be heard on the resolution to the public in accordance with Section 16.90.010 (E) of the Code of Ordinances of Hall County and;

WHEREAS, the properties listed in "Exhibit B" exist in unincorporated Hall County and are eligible for addition to the existing special tax district for street lights in accordance with Chapter 16.90 of the Code of Ordinances of Hall County and for taxation as authorized by Article 9, Section 2, and Paragraph 6 of the Constitution of the State of Georgia;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF HALL COUNTY DOES HEREBY RESOLVE in accordance with the Code of Ordinances of Hall County, to add the properties listed in "Exhibit B" to the special tax district for streetlights and to tax the owners of the properties listed in "Exhibit B" in accordance with the Code of Ordinances of Hall County Chapter 16.90 and the Constitution of the State of Georgia.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED, this the ____ day of _____, 2024

HALL COUNTY BOARD OF COMMISSIONERS

By: _____

Richard Higgins, Chairman

ATTEST:

_____ (SEAL)

Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____

William Linkous III, County Attorney

Skelton Road / Spring Road Street Light Project

Exhibit A

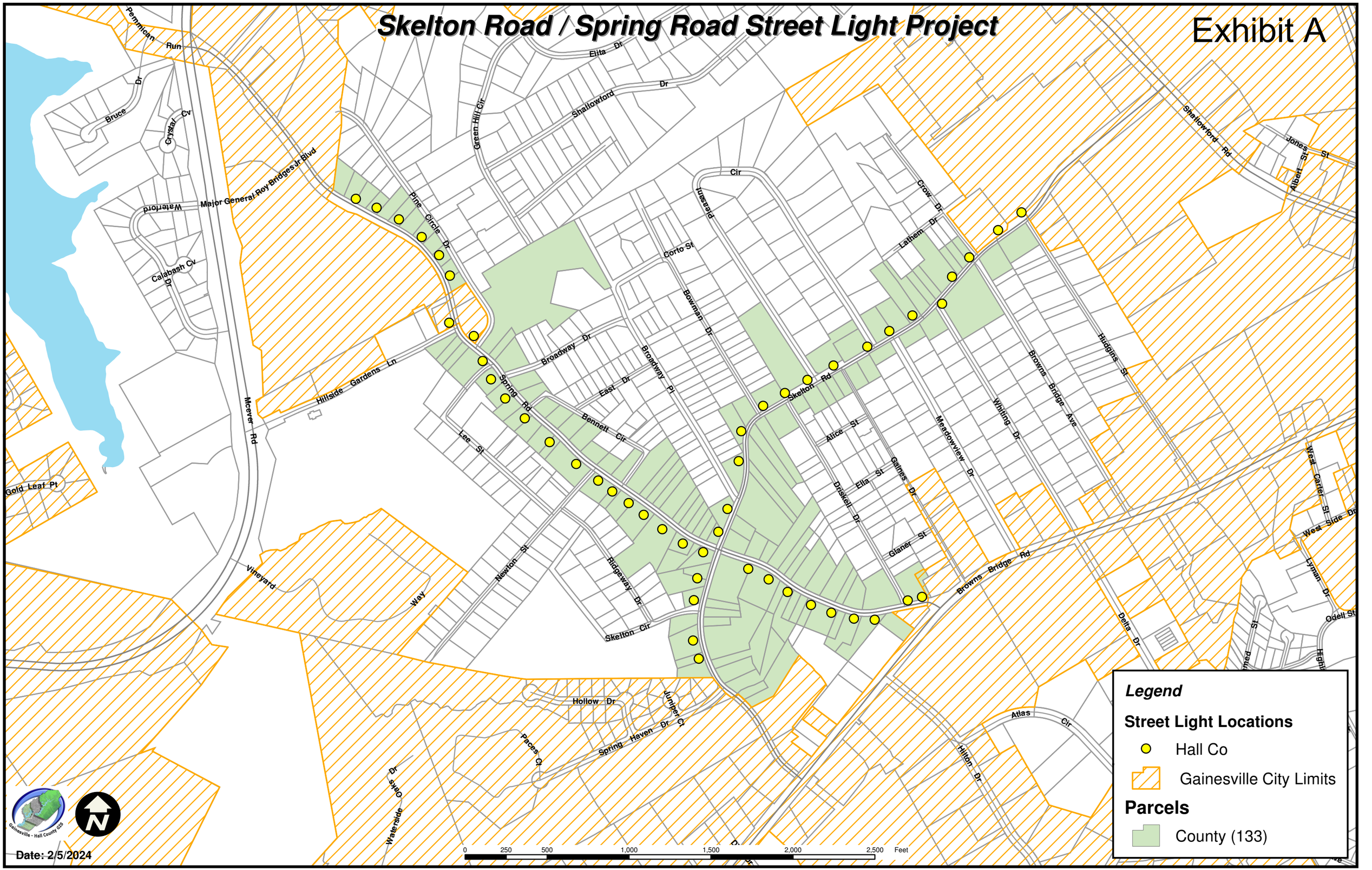

Exhibit B

PIN	SITE LOCATION	SITE UNIT	CITY	ZIP	OWNER
00120 003001A	0 SKELTON ROAD		GAINESVILLE	30504	NATE LLC,
00120 003007	1750 SKELTON ROAD		GAINESVILLE	30504	MENDEZ, MAGDA
00120 003006	1832 SKELTON ROAD		GAINESVILLE	30504	PEREZ, BRENDA SANDOVAL
00120 003008	1720 SKELTON ROAD		GAINESVILLE	30504	GANTT, GWEN
00120 003010	1866 SKELTON ROAD		GAINESVILLE	30504	CUEVAS, JOSE LUIS
00120 004009	1805 PLEASANT CIRCLE		GAINESVILLE	30504	RAMOS, ROBERTO M
00120 003005	1840 SKELTON ROAD		GAINESVILLE	30504	SALVADOR CUEVAS, MANUEL
00120 003009	1860 SKELTON ROAD		GAINESVILLE	30504	CORTEZ-MARTINEZ, FRANCISCO J
00120 004051	1908 PLEASANT CIRCLE		GAINESVILLE	30504	BARKER, MICHAEL NIX
00120 003012	1828 SKELTON ROAD		GAINESVILLE	30504	PEREZ, BRENDA SANDOVAL
00120 001014	2070 SKELTON ROAD		GAINESVILLE	30504	MOON, EDWARD EUGENE
00121 006032	2090 SKELTON ROAD		GAINESVILLE	30504	BLESSED BY THE BEACH LLC,
00121 002001	2154 SKELTON ROAD		GAINESVILLE	30504	SMITH, CURTIS GREGORY
00121 002033	2102 SPRING ROAD		GAINESVILLE	30504	LENAT, LLC,
00120 003001C	1706 SKELTON ROAD		GAINESVILLE	30504	VENTURA, JORGE
00120 003001D	1709 CROW DRIVE		GAINESVILLE	30504	VENTURA, BLANCA
00121 006001	2115 BOWMAN DRIVE		GAINESVILLE	30504	HALF GLASS FULL, LLC,
00121 006030	2110 BROADWAY PLACE		GAINESVILLE	30504	ROBLES, JOSE
08006 001001F	2248 SKELTON ROAD		GAINESVILLE	30504	LAM, AUDRY D
08006 001001D	2262 SKELTON ROAD		GAINESVILLE	30504	MOTES, ELAINE
08006 001001E	2266 SKELTON ROAD		GAINESVILLE	30504	MOTES, ELAINE
08006 001002	2254 SKELTON ROAD		GAINESVILLE	30504	MARTIN, TIMOTHY E
08006 003009	2208 SKELTON ROAD		GAINESVILLE	30504	LAM, AUDRY D
08006 003017	2103 SPRING ROAD		GAINESVILLE	30504	WRIGHT, TOMMY
08006 003010	2112 SKELTON ROAD		GAINESVILLE	30504	WRIGHT, TOMMY
08006 003010A	2124 SKELTON ROAD		GAINESVILLE	30504	WRIGHT, TOMMY
00123 004001	1843 GAINES DRIVE		GAINESVILLE	30504	PANIAGUA, ELISEO
00123 004004	2013 SKELTON ROAD	1	GAINESVILLE	30504	JONES, JON W
00122 001001B	2237 SKELTON ROAD		GAINESVILLE	30504	CONTRERAS, J LUIS
00122 001006	2289 SKELTON ROAD		GAINESVILLE	30504	ROMERO, MARIA
00122 001001	2241 SKELTON ROAD		GAINESVILLE	30504	CONTRERAS, J LUIS
00122 001002	2261 SKELTON ROAD		GAINESVILLE	30504	NGUYEN, ANTHONY
00122 001003	2275 SKELTON ROAD		GAINESVILLE	30504	NGUYEN, ANTHONY
00122 001004	2281 SKELTON ROAD		GAINESVILLE	30504	NGUYEN, ANTHONY
00122 001005	2285 SKELTON ROAD		GAINESVILLE	30504	ROMERO, MARIA
00123 004005	1950 DRISKELL DRIVE		GAINESVILLE	30504	JONES, JON W
00123 005001	1949 SKELTON ROAD		GAINESVILLE	30504	NUNEZ, BRISEIDA G RIOS
00122 002001	1943 DRISKELL DRIVE		GAINESVILLE	30504	SIEVERT, GOTZ
00122 002003	2085 SKELTON ROAD		GAINESVILLE	30504	WALLACE, CLAUDIA V
00123 004002	2005 SKELTON ROAD		GAINESVILLE	30504	MCGEHEE, DAVID A
00123 005002	1963 SKELTON ROAD		GAINESVILLE	30504	B & S HALL PROPERTY LLC,
00123 006001	1754 MEADOWVIEW DRIVE		GAINESVILLE	30504	MENDEZ PORTILLO, OSCAR M.
00123 007001	1745 SKELTON ROAD		GAINESVILLE	30504	IGLESIA NUEVA VIDA A/D INC,
00123 005029	1749 MEADOWVIEW DRIVE		GAINESVILLE	30504	MUNOZ, VICTOR M
00123 008011	1615 SKELTON ROAD		GAINESVILLE	30504	CANTRELL, RANDY
00123 008012	1554 BROWNS BRIDGE AVENUE		GAINESVILLE	30504	VILLEDA, TOMAS J
00122 001001A	2245 SKELTON ROAD		GAINESVILLE	30504	CONTRERAS, YULIANA
00122 001003A	2271 SKELTON ROAD		GAINESVILLE	30504	NGUYEN, ANTHONY
00122 001042	2215 SKELTON ROAD		GAINESVILLE	30504	IGLESIA BAUTISTA LIBERTAD INC,
00122 002002	2081 SKELTON ROAD		GAINESVILLE	30504	WALLACE, CLAUDIA V
00122 002004	2095 SKELTON ROAD		GAINESVILLE	30504	WALLACE, CLAUDIA V
00122 002005	2099 SKELTON ROAD		GAINESVILLE	30504	SARGENT, GRACE
00122 002006	2149 SKELTON ROAD		GAINESVILLE	30504	CORADO, CHRIS
00122 002007	2157 SKELTON ROAD		GAINESVILLE	30504	SOTO, GUADALUPE M
00122 002008	2163 SKELTON ROAD		GAINESVILLE	30504	MOTES, ROSEMARY ELAINE
00123 004003	2013 SKELTON ROAD		GAINESVILLE	30504	JONES, JON W
00123 006027	1647 WHITING DRIVE		GAINESVILLE	30504	LE, TUAN M
00122 001030	2019 SPRING ROAD		GAINESVILLE	30504	MARTIN, KATHY JO

00122 001038	0 SPRING ROAD		GAINESVILLE	30504	QUINONES-MEDINA, JESUS S
00122 001027	2108 BROWNS BRIDGE ROAD		GAINESVILLE	30501	SHORT PROPERTY HOLDINGS, LLC,
00122 001032	2031 SPRING ROAD		GAINESVILLE	30504	MARTIN, KATHY JO
00122 001033	2033 SPRING ROAD		GAINESVILLE	30504	MARTIN, KATHY JO
00122 001034	2037 SPRING ROAD		GAINESVILLE	30504	MARTIN, KATHY JO
00122 001035	2041 SPRING ROAD		GAINESVILLE	30504	GRIFFIN, MAXINE SMITH
00122 001036	2043 SPRING ROAD		GAINESVILLE	30504	CALLEJAS, BYRON ALBERTO RAMOS
00122 001037	2045 SPRING ROAD		GAINESVILLE	30504	QUINONES-MEDINA, JESUS S
00122 001031A	2021 SPRING ROAD	A	GAINESVILLE	30504	MARTIN, KATHY JO
00122 001039	2047 SPRING ROAD		GAINESVILLE	30504	QUINONES-MEDINA, JESUS S
00122 002009	2054 SPRING ROAD		GAINESVILLE	30504	CORADO-NERIO, CHRIS
00122 002010	2052 SPRING ROAD		GAINESVILLE	30504	GALLARDO LOPEZ, LUDIVINA
00122 002011	2050 SPRING ROAD		GAINESVILLE	30504	B & S HALL PROPERTY LLC,
00123 001004	2008 SPRING ROAD		GAINESVILLE	30504	ARROW PROPERTIES, LLC,
00122 002012	2048 SPRING ROAD		GAINESVILLE	30504	EVANS, ROBERT
00122 002013	2040 SPRING ROAD		GAINESVILLE	30504	RUELAS, ASHLEY
00122 002014	2038 SPRING ROAD		GAINESVILLE	30504	RUELAS, ASHLEY
00122 002015	2036 SPRING ROAD		GAINESVILLE	30504	RUELAS, ASHLEY XITLALY
00122 002012A	2046 SPRING ROAD		GAINESVILLE	30504	SANTA ISABEL INVESTMENTS, LLC,
00122 002016	2030 SPRING ROAD		GAINESVILLE	30504	RUELAS, ASHLEY XITLALY
00122 002017	2024 SPRING ROAD		GAINESVILLE	30504	CHESTATEE INDUSTRIAL, LLC
00122 002018	2014 SPRING ROAD		GAINESVILLE	30504	WILLIAM KENNETH CRAIN, TTEE OF THE WILLI,
08006 003021	2143 SPRING ROAD		GAINESVILLE	30504	IGLESIA BAUTISTA LIBERTAD, INC.,
08006 001064	2275 SPRING ROAD		GAINESVILLE	30504	ALARACON, DEISY YARELY RAMIREZ
08006 001057	2263 SPRING ROAD		GAINESVILLE	30504	MNSB PROPERTIES LLC,
08006 002014	2195 SPRING ROAD		GAINESVILLE	30504	HARRIS, RICHARD N
08006 003012	2137 SPRING ROAD		GAINESVILLE	30504	IGLESIA DEL DIOS VIVO COLUMNA Y APOYO DE,
08006 003014	2147 SPRING ROAD		GAINESVILLE	30504	REBOLLAR SOLORZANO, JAVIER
08006 002007	2171 SPRING ROAD		GAINESVILLE	30504	VICENTE, JUAN
08006 002007A	2165 SPRING ROAD		GAINESVILLE	30504	WALLACE, DINAH
08006 002013	2189 SPRING ROAD		GAINESVILLE	30504	TRAN, LONG N
08006 003015	2153 SPRING ROAD		GAINESVILLE	30504	AVILA-GARCIA, MARIA A
08006 002001	2227 SPRING ROAD		GAINESVILLE	30504	BOUNDS, PRESTON K
08006 002008	2175 SPRING ROAD		GAINESVILLE	30504	VICENTE, JUAN
08006 002009	2209 SPRING ROAD		GAINESVILLE	30504	RAMIREZ, ALONZO
08006 002010	2221 SPRING ROAD		GAINESVILLE	30504	PANTOJA, BENITO
08006 001028A	2281 SPRING ROAD		GAINESVILLE	30504	SANCHEZ, MARITZA
08006 001028	2279 SPRING ROAD		GAINESVILLE	30504	MOULDER, ERIC DUSTIN
08006 003011	2113 SPRING ROAD		GAINESVILLE	30504	WRIGHT, TOMMY
08006 003018	2115 SPRING ROAD		GAINESVILLE	30504	WRIGHT, TOMMY
08006 003020	2151 SPRING ROAD		GAINESVILLE	30504	AVILA, MARIA
00121 002028	2132 SPRING ROAD		GAINESVILLE	30504	WRIGHT, TOMMY
00121 002030	2120 SPRING ROAD		GAINESVILLE	30504	WRIGHT, TOMMY
00121 001002	2158 SPRING ROAD		GAINESVILLE	30504	CISNEROS, JORGE
00121 001003	2174 SPRING ROAD		GAINESVILLE	30504	AYALA, MARIANO
00121 001003A	2164 SPRING ROAD		GAINESVILLE	30504	TORRES, EDUARDO
00121 001003B	2180 SPRING ROAD		GAINESVILLE	30504	SALGADO, FERNANDO
00121 001004	2184 SPRING ROAD		GAINESVILLE	30504	URIBE, JOSE FIDEL
00121 001001	2103 BENNETT CIRCLE		GAINESVILLE	30504	CASTRO, ROMERO JUAN
00121 002026A	2146 SPRING ROAD		GAINESVILLE	30504	WRIGHT, DIAN
00121 002027	2140 SPRING ROAD		GAINESVILLE	30504	WRIGHT, MARY DIAN
00121 002029	2126 SPRING ROAD		GAINESVILLE	30504	WRIGHT, TOMMY
00121 002031	2114 SPRING ROAD		GAINESVILLE	30504	WRIGHT, TOMMY
00121 002032	2108 SPRING ROAD		GAINESVILLE	30504	LENAT, LLC,
00121 002025	2148 SPRING ROAD		GAINESVILLE	30504	WRIGHT, TOMMY
00121 002034	2144 SPRING ROAD		GAINESVILLE	30504	WRIGHT, TOMMY
00121 001005	2145 BENNETT CIRCLE		GAINESVILLE	30504	WRIGHT, CHERYL
00121 002036	2138 SPRING ROAD		GAINESVILLE	30504	WRIGHT, TOMMY
00121 004001	2491 BROADWAY PLACE		GAINESVILLE	30504	HANDRAN, KEITH

08005 000199	2347 PINE CIRCLE DRIVE		GAINESVILLE	30504	HERNANDEZ GASPAR, ISRAEL
08005 000200	2351 PINE CIRCLE DRIVE		GAINESVILLE	30504	BECCERRA CAUDILLO, ANA MARIA
08005 000003	2344 SPRING ROAD		GAINESVILLE	30504	LIMISCHUK, MARIA ISABEL MANASSI
08005 000002	2348 SPRING ROAD		GAINESVILLE	30504	WRIGHT, TIMOTHY ASHTON
08005 000004	2330 SPRING ROAD		GAINESVILLE	30504	MANASSI, NAHUEL
08005 000005	2326 SPRING ROAD		GAINESVILLE	30504	GBM HOLDINGS, LLC & HAZZELL, LLC,
08005 000196	2331 PINE CIRCLE DRIVE		GAINESVILLE	30504	WRIGHT, TIMOTHY SCOTT
08005 000197	2339 PINE CIRCLE DRIVE		GAINESVILLE	30504	WRIGHT, TIMOTHY SCOTT
08005 000001	2327 PINE CIRCLE DRIVE		GAINESVILLE	30504	WRIGHT, TIMOTHY SCOTT
08005 000013A	2335 PINE CIRCLE DRIVE		GAINESVILLE	30504	WRIGHT, TIMOTHY SCOTT
08005 000014	2355 PINE CIRCLE DRIVE		GAINESVILLE	30504	HUMPHRIES, HENRY B
08005 000198	2343 PINE CIRCLE DRIVE		GAINESVILLE	30504	WRIGHT, TIMOTHY SCOTT
08006 005001	2230 SPRING ROAD		GAINESVILLE	30504	QUINTANILLA- REYES, ROSA M
08006 005001A	2250 SPRING ROAD		GAINESVILLE	30504	TORRES, JESUS REYES
08006 005004	2220 SPRING ROAD		GAINESVILLE	30504	IBARRA, J APOLINAR
08006 005003	2210 SPRING ROAD		GAINESVILLE	30504	ZAMORA, EFRAIN

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 108/2024

SUBJECT: Approval and authorization for the Chairman to execute an Intergovernmental Agreement with the City of Gainesville for collaboration on the design and construction of pedestrian facilities, infrastructure, and streetscape improvements to the Athens Street Corridor from the Martin Luther King, Jr. Boulevard intersection to the Athens Highway / U.S. Highway 129 – South intersection, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 03/11/24

Voting Meeting Date: 03/14/24

Executive Summary:

Presenter: BN

Recommendation:
Approve.

Purpose of Request:
Approval and authorization for the Chairman to execute an Intergovernmental Agreement with the City of Gainesville for collaboration on the design and construction of pedestrian facilities, infrastructure, and streetscape improvements to the Athens Street corridor from the Martin Luther King, Jr. Boulevard intersection to the Athens Highway / U.S. Highway 129 – South intersection, subject to review and approval by the County Attorney.

History:

Facts and Issues:

Options:

Hall County and the City of Gainesville each were awarded a $2.4 Million Improving Neighborhood Outcomes in Disproportionally Impacted Communities Grant to enhance safety and walkability, to beautify the corridor.

The anticipated improvements along Athens Street, which will be funded by Improving Neighborhood Outcomes in Disproportionally Impacted Communities (INODIC) grant funds, will benefit both residents of the City of Gainesville and residents of unincorporated Hall County as unincorporated residential areas exist both adjoining and close to Athens Street.

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Budget	Finance
JG	BN	EW	JG

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

IGA
City of Gainesville - Adoption of IGA

INTERGOVERNMENTAL AGREEMENT

FOR

ATHENS STREET CORRIDOR PARK, RECREATIONAL TRAIL, AND LIGHTING, PEDESTRIAN, AND GENERAL FACILITY IMPROVEMENTS

GEORGIA OPB *IMPROVING NEIGHBORHOOD OUTCOMES IN DISPROPORTIONATELY IMPACTED COMMUNITIES* GRANT

This agreement, made and entered into on the ____ day of _____, 2024, by and between Hall County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "Hall County") and the City of Gainesville, Georgia, a municipal corporation, (hereinafter referred to as "City of Gainesville") for the purpose of setting forth the responsibilities of each party concerning project design and engineering of the Athens Street Corridor Improvements including the City's "Reclaiming Places for Healthy Spaces – Athens Street Trail and Park" and Hall County's "Butler Park and South Athens Street Improvements" projects, funded in part with a Georgia OPB Improving Neighborhood Outcomes in Disproportionately Impacted Communities (INODIC) Grant, hereinafter called "the Project."

WITNESSETH

WHEREAS, Hall County and the City of Gainesville each were awarded a State *Improving Neighborhood Outcomes in Disproportionally Impacted Communities* Grant to improve neighborhood features that promote improved health and safety outcomes such as parks, greenspaces, recreational facilities, sidewalks, transportation, pedestrian safety features like crosswalks, projects that increase access to healthy foods, streetlights, and other projects that revitalize public spaces; and

WHEREAS, the 2022 Athens Street-129 South Corridor Master Plan illustrates a stakeholder-driven vision to invest in Athens Street and to reconnect it both visually and physically as well as outlines recommendations related to sidewalk connectivity, improved pedestrian safety, greenspace and gathering places in the Athens Street corridor and lists several activities under the "Implementation Plan" intended to realize the vision of a safe, connected community; and

WHEREAS, Hall County and the City of Gainesville are committed to assisting with the implementation of the 2022 Athens Street Master Plan and intend to use their respective $2.4 million *Improving Neighborhood Outcomes in Disproportionally Impacted Communities* grants to provide a complete pedestrian network in order to enhance safety and walkability, to beautify the corridor with street trees and other landscaping, and to provide new or improved parks, trails, greenspaces and gathering places; and

WHEREAS, the anticipated improvements along Athens Street which will be funded by the INODIC grant funds will benefit both residents of the City of Gainesville and residents of unincorporated Hall County as unincorporated residential areas exist both adjoining and close to Athens Street; and

WHEREAS, both Hall County and the City of Gainesville recognize the benefits of efficiency, effectiveness and continuity in coordinating projects, and using one engineering firm to design both the City and County INODIC funded projects; and

WHEREAS, both Hall County and the City of Gainesville believe that it is in the best interest of the community to coordinate efforts towards a successful park, trail, and pedestrian facility, and towards transportation improvements along the Athens Street corridor.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

1. The City of Gainesville shall take the role of lead agency of this coordinated project, and as such, Hall County agrees to follow the City's procurement policy and procedures for selecting the engineering firm, provided that said procurement is in compliance with the INODIC grant requirements.

2. Hall County and the City of Gainesville agree that the coordinated project is comprised of a "Hall County" section and a "City of Gainesville" section as more specifically described as:

    a) Hall County's "Butler Park and South Athens Street Improvements" portion of the coordinated includes lighting, trail, general conditions, and sidewalk/pedestrian facility improvements for and within Butler Park located at 1370 Athens Street and pedestrian facilities and infrastructure improvements within the right-of-way along Athens Street from the I-985 Bridge to Athens Highway/U.S. Highway 129-South.

    b) City of Gainesville's "Reclaiming Places for Healthy Spaces – Athens Street Trail and Park" section of the coordinated project includes pedestrian facilities, infrastructure, and streetscape improvements within the right-of-way along Athens Street from its intersection with Martin Luther King, Jr. Boulevard to the I-985 Bridge.

3. Hall County and the City of Gainesville agree that the contract for professional services shall be between the consultant/contractor and the City of Gainesville as the lead agency of this project.

    a) Hall County and the City of Gainesville agree that the Project Work Group, which includes representatives from both parties, shall serve on the selection committee for design and construction services.

    b) Both parties agree that both Hall County and the City of Gainesville through the Project Work Group shall be part of the decision-making process for any questions or issues raised during design for their respective portions of the coordinated project.

4. The City of Gainesville shall contract for professional services as necessary for design and engineering of this coordinated project, including but not limited to surveying and engineering services, civil plans and drawings, and lighting plans with photo-metrics.

    a) Hall County and the City of Gainesville agree that procurement of the engineering firm shall include civil engineering and project design services, including separate add alternatives for each party for their respective bid administration, construction management, and field inspections throughout construction for their respective segments of the project.

(i) Hall County's "Butler Park and South Athens Street Improvements" portion of the project accounts for 4,428.03 linear feet or 50.06% of the total project area.

(ii) City of Gainesville's "Reclaiming Places for Healthy Spaces – Athens Street Trail and Park" section of the project accounts for 4,417.21 linear feet or 49.93% of the total project area.

(iii) Hall County and the City of Gainesville agree that the professional services contract shall be billed at 50% for Hall County's portion and 50% for the City of Gainesville's portion.

b) Hall County and the City of Gainesville agree that invoices from the consultant shall be submitted to the City as the lead agency and shall be paid on a monthly basis.

(i) The City of Gainesville shall share invoices with Hall County for review, verification, and approval by its staff.

(ii) Once an invoice is approved by both the City and Hall County, the City of Gainesville shall issue payment to the consultant.

(iii) Hall County shall issue a check payable to the City of Gainesville for reimbursement of its 50% portion of the invoice with a memo recognizing payment is for the "INODIC Grant Project".

(iv) Hall County's payment to the City of Gainesville shall be made on a monthly basis starting the month following payment by the City of Gainesville of the consultant's first invoice.

5. Hall County and the City of Gainesville agree that each party, separately and individually, shall bid out the construction of their respective sections of the project.

6. Hall County and the City of Gainesville recognize that the Athens Street corridor falls within the City limits of Gainesville and is public right-of-way maintained by the City of Gainesville. The parties agree that upon completion of construction of both segments the City of Gainesville shall continue to maintain the improvements within the public right-of way along Athens Street.

7. Hall County and the City of Gainesville shall maintain their own respective financial records recording expenditures incurred in the design and engineering and shall submit their respective grant reports and draw requests. The City of Gainesville shall provide to Hall County proof of payment of all invoices to the design consultant.

8. The term of this Agreement shall be for a period beginning with the date that the last party hereto executes the Agreement and ending upon completion of the Athens Street Corridor improvements and completion of payments, expenditures and disbursements as well as upon approval of grant closeout and final certification from the Governor's Office of Planning and Budget. In the event that any party shall refuse to sign the agreement, the agreement shall be considered null and void and of no effect as to any of the parties regardless of whether they have previously signed the agreement.

9. This Agreement constitutes the sole agreement of the parties as to the Athens Street Corridor Improvements and shall be binding on the parties and the successors in the

office of the governing bodies of each party.

10. Hall County shall indemnify and hold harmless the City of Gainesville, its agents, contractors, employees and assigns from any and all claims resulting from any fault of Hall County to the extent authorized by law.

11. The City of Gainesville shall indemnify and hold harmless Hall County, its agents, contractors, employees and assigns from any and all claims resulting from any fault of the City of Gainesville to the extent authorized by law.

12. The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers or representatives of Hall County and the City of Gainesville.

13. This Agreement shall be construed under the laws of the State of Georgia. Jurisdiction and venue shall be with the Superior Court of Hall County, Georgia.

14. If any paragraph, subparagraph, 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 construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of Hall County and the City of Gainesville to provide separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.

15. Any notice or communications under this Agreement shall be in writing and shall be deemed to have been given by delivering it personally or by certified mail addressed as follows:

As to Hall County:	**As to Gainesville:**
Zachary Propes	Bryan Lackey
County Administrator	City Manager
P.O. Drawer 1435	300 Henry Ward Way
Gainesville, GA 30503	Gainesville, GA 30501

or to such other addresses as either party may designate for itself by written notice to the other given from time to time, in the manner herein provided.

CONTINUED ON NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto, by and through their Chief Executive Officers, have executed this Agreement on the date below.

CITY OF GAINESVILLE, GA

By: W. Samuel Couvillon
W. Samuel Couvillon, Mayor

Attest: Denise O. Jordan
Denise Jordan, City Clerk

Date: March 5, 2024

Approved as to Form:

City Attorney

CITY OF GAINESVILLE GEORGIA CHARTERED 1821

HALL COUNTY, GEORGIA

By: _____
Richard Higgins, Chairman

Attest: _____
Jennifer Rivera, County Clerk

Date: _____

Approved to as to Form:

_____
County Attorney

RESOLUTION BR-2024-08

ADOPTION OF INTERGOVERNMENTAL AGREEMENT FOR ATHENS STREET CORRIDOR PARK, RECREATIONAL TRAIL, AND LIGHTING, PEDESTRIAN, AND GENERAL FACILITY IMPROVEMENTS

WHEREAS, Hall County and the City of Gainesville each were awarded a State *Improving Neighborhood Outcomes in Disproportionally Impacted Communities* Grant to improve neighborhood features that promote improved health and safety outcomes such as parks, greenspaces, recreational facilities, sidewalks, transportation, pedestrian safety features like crosswalks, projects that increase access to healthy foods, streetlights, and other projects that revitalize public spaces; and

WHEREAS, the 2022 Athens Street-129 South Corridor Master Plan illustrates a stakeholder-driven vision to invest in Athens Street and to reconnect it both visually and physically as well as outlines recommendations related to sidewalk connectivity, improved pedestrian safety, greenspace and gathering places in the Athens Street corridor and lists several activities under the "Implementation Plan" intended to realize the vision of a safe, connected community; and

WHEREAS, Hall County and the City of Gainesville are committed to assisting with the implementation of the 2022 Athens Street Master Plan and intend to use their respective $2.4 million *Improving Neighborhood Outcomes in Disproportionally Impacted Communities* grants to provide a complete pedestrian network in order to enhance safety and walkability, to beautify the corridor with street trees and other landscaping, and to provide new or improved parks, trails, greenspaces and gathering places; and

WHEREAS, the anticipated improvements along Athens Street which will be funded by the INODIC grant funds will benefit both residents of the City of Gainesville and residents of unincorporated Hall County as unincorporated residential areas exist both adjoining and close to Athens Street; and

WHEREAS, both Hall County and the City of Gainesville recognize the benefits of efficiency, effectiveness and continuity in coordinating projects, and using one engineering firm to design both the City and County INODIC funded projects; and

WHEREAS, both Hall County and the City of Gainesville believe that it is in the best interest of the community to coordinate efforts towards a successful park, trail, and pedestrian facility, and towards transportation improvements along the Athens Street corridor; and

WHEREAS, the terms of the responsibilities have been reduced to writing in the Intergovernmental Agreement for Athens Street Corridor Park, Recreational Trail, and Lighting, Pedestrian, and General Facility Improvements, which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Clerk, and City Attorney to execute the Agreement.

BE IT FURTHER RESOLVED THAT the City of Gainesville Mayor, City Manager, and/or City Attorney are authorized to sign all documents necessary to effectuate the terms of the Agreement.

RESOLUTION BR-2024-08

ADOPTION OF INTERGOVERNMENTAL AGREEMENT FOR ATHENS STREET CORRIDOR PARK, RECREATIONAL TRAIL, AND LIGHTING, PEDESTRIAN, AND GENERAL FACILITY IMPROVEMENTS

Adopted this 5th day of March, 2024.

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

4879-9930-9993, v. 1

CITY OF GAINESVILLE GEORGIA CHARTERED 1821

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 116/2024

SUBJECT: Approve the ratification of the application for the US Department of Transportation's Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program to provide funds for road improvements for the Spout Springs Road Widening, Phase 2, in the amount of $25,000,000.00. A match of $52,514,602.00 will be required.

Meetings:

Work Session Date: 03/11/24

Voting Meeting Date: 03/14/24

Executive Summary:

Presenter: BN

Recommendation:
Approval

Purpose of Request:
Approve the ratification of the application for the US Department of Transportation's Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program to provide funds for road improvements in the communities of Flowery Branch and Braselton via Spout Springs Road Widening, Phase 2, in the amount of $25,000,000.00. A match of $52,514,602.00 will be required.

History:

FY 2024 will be Hall County's first time applying for the RAISE Grant Program.

Facts and Issues:
The US Department of Transportation's RAISE Grant Program's objectives are to invest in surface transportation that will have a significant local or regional impact; and support projects that are consistent with the Department's strategic goals to improve safety, economic strength and global competitiveness, equity, and climate and sustainability. Completion of Spout Springs Road Widening Project Phase 2 will conclude a process that began in 2004 when a newly formed MPO identified improvements to this non-State system local road as a priority project.

Options:

Funding Requested	$ 52,514,602.00
Are funds within current budget?	Yes
Source of Funds	SPLOST VIII and Other Capital Funding
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Grants	Submit	Approve	Grants
PS	BN	BN	SG
Budget	**Finance**	**Attorney**	**Administration**
TS	WG	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
RAISE Grant Announcement

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 116/2024

Funds Requested: $ 52,514,602.00

Request Budgeted: Yes

Proposed Source of Funding:

SPLOST VIII and Other Capital Funding

Budget Transfer Requested:

Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	324-SPLOST VIII	4971-ENGINEERING	541400-INFRASTRUCTURE	$3,000,000.00
2025	323-SPLOST VII	4971-ENGINEERING	541400-INFRASTRUCTURE	$2,000,000.00
2025	324-SPLOST VIII	4971-ENGINEERING	541400-INFRASTRUCTURE	$8,400,000.00
2026	324-SPLOST VIII	4971-ENGINEERING	541400-INFRASTRUCTURE	$8,000,000.00
2027	324-SPLOST VIII	4971-ENGINEERING	541400-INFRASTRUCTURE	$15,600,000.00
2027	250-MULTIPLE GRANT FUND	4971-ENGINEERING	541400-INFRASTRUCTURE	$12,500,000.00
2028	250-MULTIPLE GRANT FUND	4971-ENGINEERING	541400-INFRASTRUCTURE	$12,500,000.00
2027	250-MULTIPLE GRANT FUND	4971-ENGINEERING	331110-FEDERALâ€OPERATING DIRECT	$-12,500,000.00
2028	250-MULTIPLE GRANT FUND	4971-ENGINEERING	331110-FEDERALâ€OPERATING DIRECT	$-12,500,000.00
2029	TBD	4971-ENGINEERING	541400-INFRASTRUCTURE	$7,757,301.00
2030	TBD	4971-ENGINEERING	541400-INFRASTRUCTURE	$7,757,301.00

Budget Transfer Items:

Additional Information/Comments:

Budget guidelines are still under review during the application and selection phase with DOT, line items are subject to change. This is a preliminary budgetary outline as this project's cash match can still change based on the approval of a future capital spending plan.

Contact for Questions: BN

Phone: 770-531-6800

DEPARTMENT OF TRANSPORTATION

Office of the Secretary

Notice of Funding Opportunity for Fiscal Year (FY) 2024

Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program

AGENCY: Office of the Secretary (OST), US Department of Transportation (DOT)

ACTION: Notice of Funding Opportunity (NOFO)

SUMMARY OVERVIEW OF KEY INFORMATION: RAISE Grant Opportunity	
Issuing Agency	Office of the Secretary, US Department of Transportation
Program Overview	RAISE grants will be awarded on a competitive basis, per statute, for planning or constructing surface transportation infrastructure projects that will improve safety; environmental sustainability; quality of life; mobility and community connectivity; economic competitiveness and opportunity including tourism; state of good repair; partnership and collaboration; and innovation.
Objective	• Invest in surface transportation that will have a significant local or regional impact; and • Support projects that are consistent with the Department's strategic goals: improve safety, economic strength and global competitiveness, equity, and climate and sustainability.
Eligible Applicants	• States • District of Columbia • any territory or possession of the United States • a unit of local government • a public agency or publicly chartered authority established by one or more States • a special purpose district or public authority with a transportation function, including a port authority • a Federally recognized Indian Tribe or a consortium of such Indian Tribes • a transit agency • a multi-State or multijurisdictional group of entities that are separately eligible
Eligible Project Types	• highway or bridge projects eligible under title 23, United States Code • public transportation projects eligible under chapter 53 of title 49, United States Code

	• passenger and freight rail transportation projects eligible under title 49 • port infrastructure investments (including inland port infrastructure and land ports of entry) • the surface transportation components of an airport project eligible for assistance under part B of subtitle VII of title 49, United States Code • intermodal projects whose components are otherwise an eligible project type • projects to replace or rehabilitate a culvert or prevent stormwater runoff for the purpose of improving habitat for aquatic species while advancing the goals of the RAISE program • projects investing in surface transportation facilities that are located on Tribal land and for which title or maintenance responsibility is vested in the Federal Government • any other surface transportation infrastructure project that the Secretary considers to be necessary to advance the goals of the program
Funding	Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021, "Bipartisan Infrastructure Law," or "BIL") provides $1.5 billion annually for FY 2022 – 2026
Deadline	• FY 2024 Deadline: February 28, 2024 at 11:59 pm Eastern • FY 2025 Deadline: January 13, 2025 at 11:59 pm Eastern • FY 2026 Deadline: January 13, 2026 at 11:59 pm Eastern

This notice describes the application requirements, selection and evaluation criteria, and applicable program and Federal requirements.

ASSISTANCE LISTING NUMBER: 20.933 National Infrastructure Investments

DATES: Applications must be submitted by 11:59 PM Eastern on **February 28**, **2024**

WEBINAR: OST plans to conduct outreach regarding the FY 2024 RAISE NOFO in the form of webinars. The webinar schedule will be posted when available on the RAISE outreach webpage.[1]

ADDRESSES: Applications must be submitted through Grants.gov

FOR FURTHER INFORMATION CONTACT: DOT will not review applications in advance of their submission but RAISE program staff are available for questions. For further information concerning this notice, please contact the RAISE grant program staff via e-mail at RAISEgrants@dot.gov or call Andrea Jacobson at 202-366-9603. A TDD is available for individuals who are deaf or hard of hearing at 202-366-3993. In addition, DOT will regularly

[1] https://www.transportation.gov/RAISEgrants/outreach

post answers to questions and requests for clarifications on the FAQ website[2] as well as information about webinars for further guidance on the RAISE program website.[3]

SUPPLEMENTARY INFORMATION: The organization of this notice is based on an outline set forth in Appendix I to Title 2 of the Code of Federal Regulations (CFR), Part 200, to ensure consistency across Federal financial assistance programs. Each section of this notice contains information and instructions relevant to the application process for these RAISE grants, and all applicants should read this notice in its entirety so that they have the information they need to submit eligible and competitive applications.

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[2] https://www.transportation.gov/RAISEgrants/raise-application-faqs
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Section A - Program Description

1. Overview

The Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021, "Bipartisan Infrastructure Law," or "BIL") authorized and appropriated $1.5 billion annually to be awarded by the Department of Transportation ("DOT") 2022 – FY 2026 for Local and Regional Project Assistance Program Grants under National Infrastructure Investments. The program is codified at 49 U.S.C. 6702.

The BIL requires the DOT to publish a Notice of Funding Opportunity (NOFO) no later than 60 days after funds are made available for the program, which for FY 2024 is November 30, 2023. In order to comply with this requirement, this NOFO solicits applications for projects to be funded under the Local and Regional Project Assistance Program, known as the RAISE Grants program.

If the FY 2024 Appropriations Act, or other subsequent Acts, provide additional funding or significantly alter requirements for the RAISE Grant program, the Department will amend this Notice with guidance on additional requirements.

The FY 2024 – 2026 rounds of RAISE will be implemented, as appropriate and consistent with law, in alignment with the priorities in Executive Order 14052, *Implementation of the*

Infrastructure Investments and Jobs Act (86 FR 64355), which are to invest efficiently and equitably, promote the competitiveness of the U.S. economy, improve job opportunities by focusing on high labor standards, strengthen infrastructure resilience to all hazards including climate change, and to effectively coordinate with State, local, Tribal, and territorial government partners.

2. Program Goals and Objectives

The goal of the RAISE program is to fund eligible surface transportation projects that will have a significant local or regional impact that advance the Departmental priorities of safety, equity, climate and sustainability, and workforce development, job quality, and wealth creation, consistent with law, and as described in the Department's Strategic Plan[4] and in executive orders.

The Department seeks to fund projects under the RAISE program that reduce greenhouse gas emissions in the transportation sector; incorporate evidence-based climate resilience measures and features; avoid adverse environmental impacts to air or water quality, wetlands, and endangered species; and address the disproportionate negative environmental impacts of transportation on disadvantaged communities, consistent with Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad* (86 FR 7619).

In addition, the Department seeks to award projects under the RAISE program that proactively evaluate whether a project will create proportional impacts to all populations in a project area and increase equitable access to project benefits, consistent with Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government* (86 FR 7009).

The Department also seeks to award projects that address environmental justice, particularly for communities that have experienced decades of underinvestment and are most impacted by climate change, pollution, and environmental hazards, consistent with Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad* (86 FR 7619). The RAISE program advances President Biden's Justice40 Initiative which set the goal that 40 percent of the overall benefits of certain climate, clean energy, and other covered Federal investments flow to disadvantaged communities.

In addition, the Department intends to use the RAISE program to support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards and training and placement programs, especially registered apprenticeships, in project planning stages, consistent with Executive Order 14025, *Worker Organizing and Empowerment* (86 FR 22829), and Executive Order 14052, *Implementation of the Infrastructure Investment and Jobs Act* (86 FR 64335). The Department also intends to use the RAISE program to support wealth creation, consistent with the Department's Equity Action Plan, through the inclusion of local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises or 8(a) firms.

[4] See U.S. Department of Transportation Strategic Plan FY 2022–2026 at https://www.transportation.gov/dot-strategic-plan.

The BIL included provisions for Metropolitan Planning Organizations to consider integrating transportation planning, housing, employment opportunities, and economic development strategies. [5] The Department strongly encourages applicants to utilize these new planning coordination opportunities in their proposed projects and describe them in their applications. **Note, the RAISE program can only fund the surface transportation infrastructure elements** of a project that may also include housing, employment opportunities, and economic development strategies.

Section E of this NOFO, which outlines FY 2024 RAISE Grant merit criteria, describes the process for selecting projects that further these goals. Section F.3 describes progress and performance reporting requirements for selected projects, including the relationship between that reporting and the program's selection criteria.

The FY 2024 RAISE NOFO includes a Reconnecting Communities and Neighborhoods (RCN) Program Extra element. Applications for the FY 2024 RAISE grant program that have identical project scope to applications that were submitted and evaluated under the FY 2023 Reconnecting Communities Neighborhoods Program competition and received the designation of "RCN Program Extra," will automatically advance for second-tier analysis if they receive an overall merit rating of "Recommended" and have at least one "High" rating in a priority criterion. See Section E.2. The Department expects projects that rated well under the FY 2023 RCN Program criteria will do well under the FY 2024 RAISE program criteria. Applicants should note in the FY 2024 RAISE Project Information Form whether their FY 2024 RAISE application was also submitted under the FY 2023 RCN competition and received a RCN Program Extra designation.

3. Changes from the FY 2023 NOFO

This FY 2024 RAISE NOFO makes changes from the FY 2023 RAISE NOFO to:

- Simplify the NOFO with the use of plain language and tables to organize information.
- Refine the merit criteria rating rubric. For example, this NOFO provides more examples of project elements that align with a "High" rating under Safety, Environmental Sustainability, and Innovation. Please see the merit criteria rating rubric in Section E for more details.
- Clarify what applicants should provide in the Project Budget document for the Financial Completeness Review.
- Update data used to determine Urban, Rural, and Areas of Persistent Poverty designations, and uses the Climate & Economic Justice Screening Tool (CEJST), created by the White House Council on Environmental Quality (CEQ), to identify Historically Disadvantaged Communities.

In addition to providing the application, obligation, and expenditure deadlines for FY 2024 funding, the Department outlines the application, obligation, and expenditure deadlines for FY

[5] See BIL div. A § 11201., *Transportation Planning*, which amends 23 U.S.C. 134.

2025 and 2026 funding for awareness. The Department intends to publish subsequent NOFOs for FY 2025 and 2026, which may incorporate additional changes as necessary and appropriate.

Additionally, FY 2024 Projects of Merit, which are Highly Rated applications not selected for award, will automatically be carried forward for consideration under FY 2025 RAISE funding. However, if there are any changes to the FY 2024 project being considered in the FY 2025 round, including but not limited to scope, schedule, and budget, an applicant must submit an amendment to the application by the FY 2025 application deadline in order to be considered. Applicants are encouraged to submit a summary of all changes with the updated application. The applicant is also responsible for updating an application should the FY 2025 RAISE NOFO include program or policy changes from this FY 2024 NOFO.

Applicants who are planning to re-apply for the RAISE program using materials prepared for prior competitions should ensure that their prior application fully addresses the criteria and considerations described in this Notice and that all relevant information is up to date and submitted in the proper format outlined in Section D.

Section B - Federal Award Information

1. Amount Available

The BIL authorized and appropriated $1.5 billion to be awarded by the Secretary for RAISE grants under the Local and Regional Project Assistance Program for FY 2024.

2. Award Size

For capital grants, the minimum RAISE grant award is $5 million in urban areas and $1 million in rural areas. There is no minimum award amount for planning grants. The maximum grant award for capital and planning grants is $25 million.

If selected for award, the Department may decrease the RAISE funding request amount if some elements of the project are ineligible or to comply with statutory set asides such as awarding funding evenly between projects located in rural and urban areas.

3. Restrictions on Funding

No more than 15 percent (or $225 million) made available for RAISE grants may be awarded to projects in a single State. DOT must award at least 5 percent (or $75 million) to planning projects and at least 11 percent (or $15 million) to projects located in historically disadvantaged communities or areas of persistent poverty. Not more than 50 percent of the funds provided for RAISE grants (or $750 million) shall be awarded to rural projects (as defined in section C.4) and not more than 50 percent of the funds provided for RAISE grants (or $750 million) shall be awarded to urban projects (as defined in section C.4). The Department may retain up to $30 million for oversight and administration of grants.

The Department may use up to 20 percent of available funds (or $300 million) to pay the subsidy and administrative costs of a project receiving credit assistance under the Transportation Infrastructure Finance and Innovation Act of 1998 (TIFIA) or Railroad Rehabilitation and Improvement Financing (RRIF) programs, particularly transit and transit-oriented development

(TOD) projects. Note, applicants must apply to both the RAISE program and TIFIA or RRIF loan to be eligible for the Department to pay for subsidy and administrative costs associated with credit assistance. In October 2022, the Secretary approved the "TIFIA 49 Initiative," which authorizes transit and transit-oriented development (TOD) projects to borrow up to 49 percent of eligible project costs for projects that meet eligibility requirements. TIFIA loans have historically been capped at 33 percent of eligible project costs.

4. Availability of Funds

FY 2024 RAISE grant funds are available for obligation through September 30, 2028. Obligation occurs when a selected applicant and the Department enter into a written grant agreement after the applicant has satisfied applicable administrative requirements, such as transportation planning and environmental review requirements for capital construction projects. Note, some grant recipients enter into phased obligations with the Department. Unless authorized by the Department in writing after announcement of FY 2024 RAISE awards, any costs incurred prior to the Department's obligation of funds for a project ("pre-award costs") are ineligible for reimbursement.[6] FY 2024 RAISE funds must be expended (the grant obligation must be liquidated or paid out to the grant recipient) by September 30, 2033. After this date, unexpended funds are no longer available to the project.

In the table below, the Department outlines the different application deadlines as well as the obligation and expenditure deadlines for each year of funding.

BIL Fiscal Year Funding	BIL Funding Obligation Deadline	BIL Funding Expenditure Deadline
FY 2024	September 30, 2028	September 30, 2033
FY 2025	September 30, 2029	September 30, 2034
FY 2026	September 30, 2030	September 30, 2035

5. Previous RAISE/BUILD/TIGER

Recipients of RAISE (formerly named Better Utilizing Investments to Leverage Development (BUILD) and Transportation Investment Generating Economic Recovery (TIGER)) grants may apply for funding to support additional phases of a project previously awarded funds in the RAISE/BUILD/TIGER program. However, to be competitive, the applicant should demonstrate the extent to which the previously funded project phase has met estimated project schedules and budget, as well as the ability to realize the benefits expected for the project. A previous RAISE/BUILD/TIGER award, or application, does not affect competitiveness under the FY 2024 RAISE competition.

[6] Pre-award costs are costs incurred after award announcement, but directly pursuant to the negotiation of a grant agreement where such costs are necessary for efficient and timely performance of the scope of work, as determined by DOT. Costs incurred under an advance construction (23 U.S.C. 115) authorization before the DOT announces that a project is selected for a FY 2024 RAISE award cannot be charged to FY 2024 RAISE funds. Likewise, costs incurred under an FTA Letter of No Prejudice under Chapter 53 of title 49 U.S.C. before the DOT announces that a project is selected for a FY 2024 RAISE award, cannot be charged to FY 2024 RAISE funds.

C. Eligibility Information

1. Eligible Applicants

Eligible applicants for RAISE grants are: States and the District of Columbia; any territory or possession of the United States; a unit of local government; a public agency or publicly chartered authority established by one or more States; a special purpose district or public authority with a transportation function, including a port authority; a Federally recognized Indian Tribe or a consortium of such Indian Tribes; a transit agency; and a multi-State or multijurisdictional group of entities that are separately eligible. Federal agencies are not eligible applicants for the FY 2024 RAISE program.

Multiple States or jurisdictions may submit a joint application and should identify a lead applicant as the primary point of contact and also identify the primary recipient of the award. Joint applications should include a description of the roles and responsibilities of each applicant.

DOT expects that the eligible applicant submitting the application will administer and deliver the project. If the applicant seeks a transfer of the award to another agency, that intention should be made clear in the application and a letter of support from the otherwise eligible, designated entity should be included in the application.

2. Federal Cost Share

The Federal share of the costs of an eligible project carried out using a grant provided under the RAISE grant program shall not exceed 80 percent unless the project is located in a rural area, a historically disadvantaged community (HDC), or an area of persistent poverty (APP). Urban area and rural area are defined in Section C.4 of this notice. HDCs and APPs are defined in Section C.5.

Applicants should use the following equation when determining the cost share for their project:

$$\frac{(\boldsymbol{RAISE\ Grant\ Request + Other\ Federal\ Funds})}{\boldsymbol{Total\ Project\ Cost}} = \boldsymbol{Federal\ Cost\ Share}$$

Federal cost share may not exceed 80 percent for urban projects that are not located in an APP or HDC.

For the RAISE Program, Total Project Cost means the sum of future eligible Federal and Non-Federal costs that have not yet been incurred. Total Project Cost cannot include any previously incurred costs.

The Department does not use an applicant's cost share when evaluating applications on merit. The Department considers an applicant's cost share during the evaluation and selection process only to confirm eligibility for urban projects that are not located in an APP or HDC.

Non-Federal sources include State funds originating from programs funded by State revenue, local funds originating from State or local revenue-funded programs, or private funds. The BIL also allows for the following Federal funds to be considered "non-Federal" for the purpose of the RAISE program: (A) tribal transportation program funds under section 202 of title 23; (B) Federal lands transportation program funds under section 203 of title 23; (C) TIFIA program funds (as defined in section 601(a) of title 23); and (D) Railroad Rehabilitation and Improvement Financing Program under chapter 224. Toll credits under 23 U.S.C. 120(i) are considered a Federal source under the RAISE program and, therefore, cannot be used to satisfy the statutory cost sharing requirement of a RAISE award. Unless otherwise authorized by statute, funds used to satisfy the non-Federal cost-share requirements of a different Federal program may not be counted as the non-Federal cost-share for both the RAISE grant and another Federal grant program. DOT will not consider previously incurred costs or previously expended or encumbered funds towards the non-Federal cost-share requirement for any project. Non-Federal cost-share funds are subject to the same Federal requirements described in Section F.2. as awarded funds. If repaid from non-Federal sources, Federal credit assistance is considered non-Federal share.

See Section D.2 for information about documenting cost sharing in the application.

For each project that receives a RAISE grant award, **the terms of the award will require the recipient to complete the project using at least the level of non-Federal funding that was specified in the application**. **If the actual costs of the project are greater than the costs estimated in the application, the recipient will be responsible for addressing the funding shortfall and maintaining the level of non-Federal funding stated in the application**. If the actual costs of the project are less than the costs estimated in the application, the Department will generally reduce the Federal contribution to ensure federal cost share requirements are met.

3. Eligible Projects

Capital Projects

Eligible projects for RAISE grants are surface transportation capital projects within the United States[7] or any territory or possession of the United States that are: (1) highway or bridge projects eligible under title 23, United States Code; (2) public transportation projects eligible under chapter 53 of title 49, United States Code; (3) passenger and freight rail transportation projects; (4) port infrastructure investments (including inland port infrastructure and land ports of entry); (5) the surface transportation components of an airport project eligible for assistance under part B of subtitle VII of title 49, United States Code;[8] (6) intermodal projects whose component parts are otherwise an eligible project type; (7) projects to replace or rehabilitate a culvert or prevent

[7] In addition to projects located in the United States, eligible projects for RAISE grants include projects that are necessary for reconstruction of the Alaska Highway from the Alaskan border at Beaver Creek, Yukon Territory, to Haines Junction in Canada and the Haines Cutoff Highway from Haines Junction in Canada to Haines, Alaska, as provided in 23 U.S.C. 218.

[8] Eligible surface transportation components of eligible airport projects are those projects listed in "Appendix P: Road and Surface Transportation Projects" of the Airport Improvement Program (AIP) handbook, available at https://www.faa.gov/airports/aip/aip_handbook/?Chapter=Appendix#PP00. For more details on airport project eligibility, please see the Frequently Asked Questions at https://www.transportation.gov/RAISEgrants/raise-application-faqs.

stormwater runoff for the purpose of improving habitat for aquatic species while advancing the goals of the RAISE program; (8) projects investing in surface transportation facilities that are located on Tribal land and for which title or maintenance responsibility is vested in the Federal Government; and (9) any other surface transportation infrastructure project that the Secretary considers to be necessary to advance the goals of the program.[9]

The Secretary considers the following projects necessary to advance the goals of the program, and therefore eligible: public road and non-motorized projects that are not otherwise eligible under title 23, United States Code; surface transportation components of transit-oriented development projects; and surface transportation components of mobility on-demand projects that expand access and reduce transportation cost burden.

If an application includes right-of-way acquisition, the project will be considered a capital project. Projects that include right-of-way acquisition should include a timeline for construction.

The following projects are not considered necessary to advance the goals of the program, and, therefore, they are ineligible: school bus electrification and broadband deployment as a standalone project. Furthermore, improvements to Federally owned facilities are ineligible under the FY 2024 RAISE program, unless they are projects investing in surface transportation facilities that are located on Tribal land and for which title or maintenance responsibility is vested in the Federal Government. If a project type is not described as explicitly eligible or ineligible above, then applicants should explain in their application why the project is necessary to advance the goals of the program, and the Department will determine eligibility on a case-by-case basis.

Research, demonstration, or pilot projects are eligible only if they will result in long-term, permanent surface transportation infrastructure that has independent utility as defined in Section C.6.

Planning Projects

Activities eligible for funding under RAISE planning grants are related to the planning, preparation, or design— for example environmental analysis, equity analysis, community engagement, feasibility studies, benefit-cost analysis, and other pre-construction activities—of eligible surface transportation capital projects described in Section C.3 that will not result in construction with RAISE FY 2024 funding.

In addition, activities eligible for RAISE planning grants include those related to multidisciplinary projects or regional planning, such as: (1) development of master plans, comprehensive plans, transportation corridor plans, and integrated economic development, land use, housing, and transportation plans; (2) zero emissions plan for transit fleet; (3) planning activities related to the development of a multimodal freight corridor, including those that seek to reduce conflicts with residential areas and with passenger and non-motorized traffic; (4) planning

[9]DOT may award a RAISE grant to pay for the surface transportation components of a broader project that has non-surface transportation components, and applicants are encouraged to apply for RAISE grants to pay for the surface transportation components of these projects. However, costs for non-surface transportation components are not eligible to count as matching funds for the RAISE grant.

activities related to zero emissions goods movement; (5) development of port and regional port planning, including State-wide or multi-port planning within a single jurisdiction or region; and (6) risk assessments and planning to identify vulnerabilities and address the transportation system's ability to withstand probable occurrence or recurrence of an emergency or major disaster.

As stated above, projects that include right-of-way acquisition are capital projects and, therefore, not eligible for RAISE planning grants.

4. Definition of Rural and Urban Areas

Rural and urban definitions are different in other DOT programs. For the RAISE program:

> **Urban** - A project is designated as urban if it is located within (or on the boundary of) a Census-designated urban area[10] that had a population greater than 200,000 in the 2020 Census.[11]
>
> **Rural -** A project is designated as rural if it is located outside a Census-designated urban area that had a population greater than 200,000 in the 2020 Census.

The Department will have an interactive map on the RAISE website to show Census-designated urban areas with populations greater than 200,000 in the 2020 Census.

A project located in both an urban and a rural area will be designated as urban if the majority of the project's costs will be spent in urban areas. Conversely, a project located in both an urban area and a rural area will be designated as rural if the majority of the project's costs will be spent in rural areas. For RAISE planning grants, the location of the project being planned, prepared, or designed will be used for the urban or rural designation.

This definition affects four aspects of the program: (1) not more than 50 percent (or $750 million) of the funds provided for RAISE grants are to be used for projects in rural areas; (2) not more than 50 percent (or $750 million) of the funds provided for RAISE grants are to be used for projects in urban areas; (3) for a capital project in a rural area, the minimum award is $1 million, while the minimum capital award for urban areas is $5 million; and (4) the Secretary may increase the Federal share above 80 percent to pay for the eligible costs of a project in a rural area.

5. Areas of Persistent Poverty and Historically Disadvantaged Communities

The definition for Areas of Persistent Poverty is found in the RAISE statute:

> **Areas of Persistent Poverty (APP)** – (1) any county that has consistently had greater than or equal to 20 percent of the population living in poverty during the 30-year period

[10] Lists of 2020 UAs as defined by the Census Bureau are available on the Census Bureau website at https://www.census.gov/geographies/reference-maps/2020/geo/2020-census-urban-areas.html.

[11] For the purpose of this NOFO, the definition of urban and rural is based on the 2020 Census-designated urbanized areas. The Department is required by the BIL to use the most recent decennial census information. See https://www.transportation.gov/RAISEgrants/urbanized-areas for a list of 2020 Census-designated UAs.

preceding November 15, 2021, as measured by the 1990 and 2000[12] decennial census and the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the census; (2) any census tract with a poverty rate of at least 20 percent as measured by the 2014-2018 5-year data series available from the American Community Survey of the Bureau of the Census;[13] or (3) any territory or possession of the United States. A county satisfies this definition only if 20 percent of its population was living in poverty in all three of the listed datasets: (a) the 1990 decennial census; (b) the 2000 decennial census; and (c) the 2021 Small Area Income Poverty Estimates.[14] DOT will list all counties and census tracts that meet this definition for Areas of Persistent Poverty RAISE website as well as provide an interactive map on the RAISE website.[15]

The definition of historically disadvantaged communities follows the Justice40 Interim Guidance Addendum, issued by the White House Office of Management and Budget (OMB), White House Council on Environmental Quality (CEQ), and Climate Policy Office (CPO):[16]

> **Historically Disadvantaged Communities (HDC)** – (1) any census tract or tracts identified as disadvantaged in the Climate & Economic Justice Screening Tool (geoplatform.gov) (CEJST),[17] created by CEQ, which identifies such communities that have been marginalized by underinvestment and overburdened by pollution.; (2) any Federally Recognized Tribe or Tribal entity, whether or not they have land. DOT will list all census tracts that meet this definition for Historically Disadvantaged Communities as well as provide an interactive map on the RAISE website.

6. Project Components

An application may describe a project that contains more than one component and may describe components that may be carried out by parties other than the applicant. The Department expects, and will impose requirements on recipients to ensure, that all components included in an application will be delivered as part of the RAISE project, regardless of whether a component includes Federal funding.

The status of each component should be clearly described (for example, in the project schedule). The Department may award funds for a component, instead of the larger project, if that component: (1) independently meets minimum award amounts described in Section B and all eligibility requirements described in Section C; (2) independently aligns well with the selection criteria specified in Section E.1; and (3) meets National Environmental Policy Act (NEPA) requirements with respect to independent utility. Independent utility means that the component

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[12] See https://www.census.gov/data/tables/time-series/dec/census-poverty.html for county dataset.
[13] See https://data.census.gov/cedsci/table?q=ACSST1Y2018.S1701&tid=ACSST5Y2018.S1701&hidePreview=false for 2014-2018 five year data series from the American Community Survey
[14] On December 15, 2022, the 2021 Small Area Income Poverty Estimates (SAIPE) Dataset was published at https://www.census.gov/data/datasets/2021/demo/saipe/2021-state-and-county.html.
[15] www.transportation.gov/RAISEgrants/raise-app-hdc
[16] M-23-09 (Jan. 2023), https://www.whitehouse.gov/wp-content/uploads/2023/01/M-23-09_Signed_CEQ_CPO.pdf.
[17] https://screeningtool.geoplatform.gov/en/

will represent a transportation improvement that is usable and represents a reasonable expenditure of DOT funds even if no other improvements are made in the area and will be ready for intended use upon completion of that component's construction. All project components that are presented together in a single application must demonstrate a relationship or connection between them. See Section D.2 for Required Approvals.

Applicants should be aware that, depending upon the relationship between project components and applicable Federal law, DOT funding of only some project components may make other project components subject to Federal requirements as described in Section F.2.

DOT strongly encourages applicants to identify in their applications the project components that have independent utility and separately detail costs and requested RAISE grant funding for those components. If the application identifies one or more independent project components, the application should clearly identify how each independent component addresses selection criteria and produces benefits on its own, in addition to describing how the full proposal, of which the independent component is a part, addresses selection criteria.

7. Application Limit

Each lead applicant may submit no more than three applications. Unrelated project components should not be bundled in a single application for the purpose of adhering to the limit. If a lead applicant submits more than three applications as the lead applicant, only the first three received will be considered.

D. Application and Submission Information

1. Address to Request Application Package

All application materials may be found on Grants.gov at www.grants.gov. Instructions for submitting applications can be found on the RAISE program website[18] along with forms and attachments required for submission.

2. Content and Form of Application Submission

All applications must be submitted electronically through Grants.gov at www.grants.gov. The Department expects the application to include these files in the following order, using the following file names:

Information	File Name	NOFO Section	Page Limit
SF-424	SF-424	D.2	N/A
Project Information Form (Excel file)	FY 2024 RAISE Project Information Form	D.2	N/A
Project Description	Project Description	D.2	5 pages
Project Location File	Project Location File	D.2	N/A
Project Budget	Project Budget	D.2	5 pages

[18] https://www.transportation.gov/RAISEgrants/apply

Funding Commitment Documentation	Funding Commitments	D.2	N/A
Merit Criteria	Merit Criteria Narrative	D.2 and E.1	15 pages
Project Readiness	Project Readiness	D.2 and E.1	5 pages
Benefit-Cost Analysis Narrative (capital projects only)	BCA Narrative	D.2 and E.1	N/A
Benefit-Cost Analysis Calculations (capital projects only, unlocked Excel file)	BCA Calculations	D.2 and E.1	N/A
Letters of Support (Optional)	Letters Of Support	D2 and E.1	N/A

The Department expects the application files be prepared with standard formatting preferences (a single-spaced document, using a standard 12-point font such as Times New Roman, with 1-inch margins), and documents should be submitted in PDF, unless otherwise specified (i.e., project information form should be in Excel, project location map files can be Shapefiles, GeoJSON, KML or KMZ, and the BCA calculations should be submitted in Excel).

The application files should collectively include all information necessary for the Department to determine that the project satisfies project requirements described in Sections B and C and to assess the selection criteria specified in Section E.1. The Department expects applications to be complete upon submission.

The Department may ask any applicant to supplement data in its application, but an applicant is not required to do so. Unsupported claims related to the selection criteria (merits, project readiness, economic benefits, etc.) will negatively affect competitiveness of the application, as described throughout Section E.2.

Supporting documents may be attached in addition to the listed files, but merit criteria evaluators are not required to review supporting documents attached to the application or provided on websites as part of the merit criteria review described in Section E.

The Department expects application files to include the following detailed information:

Standard Form 424
The SF-424 Application for Federal Assistance must be completed. Applicants may leave the following fields on the form blank: 3, 4, 5a, 5b, 6, 7, 11, 13, and 14. A number of separate files must be attached in Item 15 to provide required project information that is not included in the body of the SF-424.

FY 2024 RAISE Project Information Form
The project information form can be downloaded from Grants.gov or from the RAISE program website at https://www.transportation.gov/RAISEgrants/apply. The FY 2024 RAISE Project Information Form on will be used to determine applicant and project eligibility for the program as described in part C of this notice.

Information such as applicant name, RAISE amount requested, other Federal funding, non-Federal funding, etc. may be requested in varying degrees of detail on both the SF-424 and the FY 2024 RAISE Project Information Form. Applicants must fill in all fields unless stated otherwise on the forms.

a. Project Description

This file must provide a description of the project that is to be planned or constructed and should include a detailed statement of work that focuses on the technical and engineering aspects of the project, the current design status of the project, the transportation challenges that the project is intended to address, and how the project is expected address those challenges. This file may also discuss the project's history, including a description of any previously completed components. The applicant may use this file to place the project into a broader context of other transportation infrastructure investments being pursued by the applicant.

This file should also describe the project location in a narrative fashion, including a detailed geographic description of the proposed project and map(s) of the project's location, to supplement the geographic project map provided in the project location file. The project location description should narratively identify:

- **Area of Persistent Poverty -** Indicate whether the project is located in an Area of Persistent Poverty, including the relevant County and/or census tract(s);

- **Historically Disadvantaged Community** – Indicate whether the project is located in a Historically Disadvantaged Community based on the Climate & Economic Justice Screening Tool (CEJST); and

- **Urban areas** – Indicate the Census-designated urban area in which the project is located.

b. Project Location

Applicants should submit one of the following file types for project location identification. This will be used to verify the urban/rural designation and the APP/HDC designations described in the Project Description file. These location designations, together with budget information, could affect eligibility under the FY 2024 RAISE grants program, as described in NOFO Section C. Therefore, accuracy in the location file is important. Acceptable file types are: Shapefile (compressed to a .zip file containing at least the .shp, .shx, .dbf, and. prj components of the Shapefile), GeoJSON, KML, or KMZ. Applicants may use Google Earth, a publicly available online mapping tool, to prepare a KML file. **These spatial files should include only the direct physical location of the project, and not a broad service area or area of impact.**

c. Project Budget

This file should describe the budget for the RAISE project using tables as well as include a narrative section. The RAISE project budget should show **future eligible project costs** and should not include any previously incurred expenses.

The RAISE project budget table should show the **total project cost** broken into different funding sources by major project activity or cost classification and present those amounts in dollars and percentages. Funding sources should be grouped into three categories: (1) RAISE funding request; (2) other Federal funds; and (3) non-Federal Funds. Identify the specific funding amount, type (grant, loan, bond, etc.), and source of all funds. If multiple non-federal and other-federal funding are being utilized, identify each specific source by name and the amount that source will contribute to the project's budget. The RAISE project budget table should also show that the project satisfies the statutory cost share or non-federal funds matching requirements described in Section C.2 if applicable.

If needed, the Department may request additional budget information to clarify an application. The Department encourages applicants to submit the most relevant and complete information they can provide.

If the project contains **components**,[19] the budget should separate the costs of each project component.

Table 1:

	[Component 1]	**[Component 2]**	**Total Funding**
Funding Source	**Funding Amount**	**Funding Amount**	
RAISE Funds:	[$XXX]	[$XXX]	[$XXX]
Other Federal Funds:	[$XXX]	[$XXX]	[$XXX]
Non-Federal Funds:	[$XXX]	[$XXX]	[$XXX]
Total Project Cost:	[$XXX]	[$XXX]	[$XXX]

If there is only a single component, remove "Component 2" column. If there are more than 2 components, add columns.

Applicants should complete and include the following tables in their project budget file. The Department will use these tables to determine where the majority of project costs occur for the purposes of making APP, HDC, and Urban designations. The total project cost listed in Tables 2a, 2b, and 2c should match the total project cost listed on the SF 424 and the FY 2024 RAISE Project Information Form. Applicants should refer to the Grant Project Location Verification mapping tool to identify census tracts and urban designations.

Table 2a:

Note: Please refer to the *Census Tracts (2020 Census)* layer in the Grant Project Location Verification mapping tool to identify 2020 Census tracts.

[19] "Project components" means separate projects activities are scheduled to be completed at the same time.

2020 Census Tract(s)	Project Costs per Census Tract
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
	Total Project Cost: $

Add more rows for additional census tracts, if needed.

Table 2b:

Note: Please refer to the *Disadvantaged Census Tracts from CEJST (2010 Census)* layer in the Grant Project Location Verification mapping tool to identify 2010 Census tracts.

2010 Census Tract(s)	Project Costs per Census Tract
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
	Total Project Cost: $

Add more rows for additional census tracts, if needed.

Table 2c:

Note: Please refer to the *Census Designated Urban areas with Population of More than 200,000 (2020 Census)* layer in the Grant Project Location Verification mapping tool to identify urban areas.

Urban/Rural	Project Costs
Urban *(2020 Census-designated urban area with a population greater than 200,000)*	$
Rural *(Located outside of a 2020 Census-designated urban area with a population greater than 200,000)*	$
	Total Project Cost: $

The project budget narrative should include:

- **Sources, Uses, and Availability** – Provide complete information on how all capital or planning project funds may be used, their availability, and documented funding commitments. For example, if a source of funds is available only after a condition is satisfied, the application should identify that condition and describe the applicant's control over whether it is satisfied. Similarly, if a source of funds is available for expenditure only during a fixed period, the application should describe that restriction. Examples of documentation include, but are not limited to, a letter signed by a governing official or chief financial officer confirming the amount and source of funding, a page or pages from the STIP or TIP (please do not include a link to the entire STIP/TIP), a signed city ordnance, or a county administrator committing previously approved general obligation bonds.
- **Contingency Amount** – Indicate the specific contingency amount included in the budget to demonstrate there is sufficient funding to cover unanticipated cost increases and describe a plan to address potential cost overruns. Planning projects are not required to include a contingency amount but must describe a plan to address potential cost overruns.
- **Level of Design** – Indicate the degree of design completion (e.g., no design, 30, 60, 90 percent design) for which the cost was estimated in the case of a capital project;
- **Cost Estimates** – Indicate how, when, and by whom project costs were estimated. Cost estimates should be no older than a year from February 28, 2024. If older, please apply an inflation factor.
- **Cost Share or Non-Federal Funding Match –** Explain how the project budget satisfies the statutory cost share or non-federal funds matching requirements shown in the project budget table, if applicable.

The budget should clearly identify any expenses expected to be incurred between time of award and obligation because these expenses are not eligible for reimbursement, as described in Section B.4. Similarly, non-Federal funds incurred prior to obligation are not eligible to count as matching funds nor eligible to count towards meeting the level of non-Federal that is being committed in the application, as described in Section C.2. Unless authorized by the Department in writing after the Secretary's announcement of FY 2024 RAISE awards, any costs that a recipient incurs before DOT executes a grant agreement for that recipient's project are ineligible for reimbursement and are ineligible match for cost share requirements.

d. Merit Criteria

The merit criteria narrative file should demonstrate how the project aligns with each of the 8 statutory merit criteria described in Section E of this notice. The narrative should explain how and why the proposed transportation infrastructure project will address the surface transportation problem and achieve benefits under each criterion. To do this, applicants should:

- organize merit criteria in the order in which they are described in the Section E of the NOFO;
- address each criterion separately;
- identify the elements of the proposed project that align with items listed under each criterion under the merit rating rubric; and
- support estimated benefit claims with data, details, and/or qualitative descriptions

Applicants are encouraged to use the Department's Equitable Transportation Community (ETC) Explorer (arcgis.com) as a resource to describe how their project area is experiencing transportation related disadvantage as it relates to safety, affordable transportation options, pollution, access to good-paying jobs, climate change, and/or improving quality of life.

Insufficient information to assess any criterion will negatively impact the project rating. Applicants should note that merit reviewers will focus on this file and will not be required to reference links or the other files in the application package; therefore, **all relevant information to demonstrate alignment with the merit criteria, as described in Section E, should be included in this file.**

Guidance describing how the Department will evaluate projects against the Selection Criteria listed in Section E of this notice. Applicants should review that section before preparing their application.

e. Project Readiness

Project readiness describes an applicant's preparedness to move a proposed project forward once it receives a RAISE grant. The Project Readiness file should include information that, when considered with the project budget information, is sufficient for the Department to evaluate whether the project is reasonably expected to begin the capital or planning project in a timely manner and meet both the obligation and expenditure deadlines. Applicants can see a Project Readiness checklist on the DOT Navigator website.[20] The Project Readiness file should include the following sections:

Project Schedule (capital and planning projects)
The Project Readiness file should include a detailed project schedule that identifies all major project activities and milestones. For capital projects, examples of such milestones include State and local planning approvals; start and completion of NEPA and other Federal environmental reviews and approvals, including permitting, design completion, right-of-way acquisition, approval of plans, specifications, and estimates; procurement; State and local approvals; project partnership and implementation agreements including agreements with railroads; and construction start and end. For planning projects, examples of milestones may include start dates, schedule for public engagement and completion dates. The schedule should be sufficiently detailed to demonstrate that:

- all necessary activities will be complete at least six months in advance of the obligation deadline[21] to allow sufficient time for unexpected delays and not put the

[20] https://www.transportation.gov/dot-navigator
[21] The statutory obligation deadline is September 30, 2028. The Department assesses risk against an earlier deadline of June 30, 2028 to allow time to complete administrative processing and address challenges before the statutory deadline.

funds at risk of expiring before they are obligated;[22]

- the capital project can begin construction upon obligation of grant funds and that those funds will be spent expeditiously once construction starts, with all funds expended by September 30, 2033;
- all real property and right-of-way acquisition will be completed in a timely manner in accordance with 49 CFR part 24, 23 CFR part 710, and other applicable legal requirements or a statement that no right-of-way acquisition is necessary; and
- the applicant will or has meaningfully sought community input through public involvement, particularly disadvantaged communities or other communities with environmental justice concerns that may be affected by the project where applicable.

Environmental Risk Assessment (capital projects only)
This section of the application should include sufficient information for the Department to evaluate whether the project is reasonably expected to begin construction in a timely manner consistent with all applicable local, State, and Federal requirements. To assist the Department's environmental risk review, the applicant should provide the information requested on project schedule, required approvals and permits, NEPA class of action and status, public involvement, right-of-way acquisition plans, risk and mitigation strategies.

Required Approvals

This section should provide:

- **Information about the NEPA status of the project**. If the NEPA process is complete, an applicant should indicate the date of completion, and provide a website link or other reference to the final Categorical Exclusion, Finding of No Significant Impact, Record of Decision, and any other NEPA documents prepared. If the NEPA process is underway, but not complete, the application should detail the type of NEPA review underway, where the project is in the process, and indicate the anticipated date of completion of all milestones and of the final NEPA determination. If the final agency action with respect to NEPA occurred more than 3 years before the application date, the applicant should describe a proposed approach for updating this material in accordance with applicable NEPA reconsideration requirements.
- **Information on reviews, approvals, and permits by other Federal and State agencies**. An application should indicate whether the proposed project requires reviews or approval actions by other agencies,[23] indicate the status of such actions, provide detailed information about the status of those reviews or approvals and should demonstrate compliance with any other applicable Federal, State, or local

[22] Obligation occurs when a selected applicant and DOT enter into a written grant agreement after the applicant has satisfied applicable administrative requirements, including transportation planning and environmental review requirements.
[23] Projects that may impact protected resources such as wetlands, species habitat, cultural or historic resources require review and approval by Federal and State agencies with jurisdiction over those resources.

requirements, and when such approvals are expected. Applicants should provide a link or other reference to copies of any reviews, approvals, and permits prepared.

- **Environmental studies or other documents**, through a link, that describe in detail known project impacts, and possible mitigation for those impacts.
- **A description of discussions with the appropriate DOT operating administration field or headquarters office** regarding the project's compliance with NEPA and other applicable Federal environmental reviews and approvals.
- If applicable, **right-of-way acquisition plans**, with detailed schedule and compensation plan.
- **A description of public engagement** about the project that has occurred, including details on the degree to which public comments and commitments have been integrated into project development and design including the consideration of ensuring proportional impacts to all populations.

State and Local Approvals

This section should provide:

- **Receipt (or the schedule for anticipated receipt) of Tribal government, State, and local approvals** on which the project depends, such as State and local environmental and planning approvals, and Statewide Transportation Improvement Program (STIP) or transportation improvement program (TIP) funding. Additional support from relevant State and local officials is not required; however, an applicant should demonstrate that the project has broad public support, including support from impacted communities.
- **Federal Transportation Requirements Affecting State and Local Planning**. The planning requirements applicable to the relevant operating administration apply to all RAISE grant projects, including projects located at airport facilities. Applicants should demonstrate that a project that is required to be included in the relevant State, metropolitan, and local planning documents has been or will be included in such documents. If the project is not included in a relevant planning document at the time the application is submitted, the applicant should submit a statement from the appropriate planning agency that actions are underway to include the project in the relevant planning document. To the extent possible, freight projects should be included in a State Freight Plan and supported by a State Freight Advisory Committee (49 U.S.C. 70201, 70202), if these exist. Applicants should provide links or other documentation supporting this consideration such as letters of support from the State DOT if the project is intended to be included in the State Freight Plan, or results from application of the FHWA Freight Mobility Trends Tool.[24]

[24] https://fpcb.ops.fhwa.dot.gov/mobility_trends_tool.aspx

Assessment of Project Risks and Mitigation Strategies

Project risks, such as procurement delays, environmental uncertainties, increases in real estate acquisition costs, uncommitted local match (non-federal funding), lack of support from stakeholders or impacted communities, or lack of legislative approval, affect the likelihood of successful project start and completion. The applicant should identify all material risks and harms to the project and the strategies that the lead applicant and any project partners have undertaken or will undertake to mitigate those risks. The applicant should assess the greatest risks to the project and identify how the project parties will mitigate those risks.

Project risks can also include the unavailability of vehicles that either comply with Federal Motor Vehicle Safety Standards or are exempt from Federal Motor Vehicle Safety Standards in a manner that allows for their legal acquisition and deployment, unavailability of domestically manufactured equipment.

If an applicant anticipates pursuing a waiver for relevant domestic preference laws, the applicant should describe steps that have been or will be taken to maximize the use of domestic goods, products, and materials in constructing its project. To the extent the applicant is unfamiliar with the Federal program, the applicant should contact the appropriate DOT operating administration field or headquarters offices, as found in contact information on the RAISE program website, for information on the pre-requisite steps to obligate Federal funds in order to ensure that their project schedule is reasonable and that there are no risks of delays in satisfying Federal requirements.

Technical Capacity Assessment (capital and planning projects)
All applications should include a section in the Project Readiness file that demonstrates their technical capacity to successfully deliver the project in compliance with applicable Federal requirements including, but not limited to, compliance with Title VI/Civil Rights requirements and Buy America provisions, described in Section E.1 of this NOFO. The applicant should address the following in the technical capacity section of the Project Readiness file:

- **Federal Funding –** Experience implementing federally funded transportation projects.
- **Federal Regulations** – Understanding of federal contract and procurement requirements, Buy America, Americans with Disabilities Act, Uniform Relocation Assistance and Real Property Acquisition Act, , Davis Bacon Act, etc.
- **Project Planning –** Practice incorporating projects into long-range development plans or adding projects to the TIP/STIP through the MPO planning process.
- **Project Delivery** – Examples of successfully delivered projects of similar size, scope, and complexity.

f. Benefit-Cost analysis (capital projects only)

The purpose of the Benefit-Cost Analysis (BCA) is to enable the Department to evaluate the cost-effectiveness of the proposed project by comparing its expected benefits to its expected costs relative to the current problem often referred to as the "baseline" or "no-build alternative." The baseline defines the world without the proposed project.
Any benefits claimed for the proposed project, both quantified and unquantified, should be clearly tied to the expected outcomes of the proposed project. While benefits should be quantified wherever possible, applicants may also describe other categories of benefits in the BCA that are more difficult to quantify and/or value in economic terms.

There should be two BCA files included in the application: (1) a narrative description of the BCA; and (2) an unlocked spreadsheet revealing the underlying calculations.

- **Narrative Description of Analysis** - The BCA narrative should describe the current baseline, the sources of data used to estimate the benefits of the project, document any assumptions, and the values of key input parameters. Applicants may also provide a table similar to the one shown below summarizing the impacts of the project and how those impacts would translate into expected benefits. This is shown as an example only:

Baseline / Current Status and Problem to be Addressed	**Change to Baseline / Proposed Project to Address Problem**	**Example Impacts**
A freeway divides two neighborhoods	A new street will be constructed to connect neighborhoods on each side of the freeway	Reduced travel time for pedestrians and cyclists by X miles per day due to a more direct route, as well as reduced emissions, vehicle operating costs, and travel time for vehicle occupants by lowering VMT by Y miles per year
A roadway with a high number of pedestrian fatalities has no sidewalks or marked crosswalks	Sidewalks, high visibility crosswalks, and upgraded lighting will be added to the roadway	Reduced pedestrian fatalities and injuries by X and Y per year, respectively, as well as amenity benefits of wider sidewalks for Z daily pedestrian trips

- **Spreadsheet Revealing Underlying Calculations** - The BCA spreadsheet file should present the calculations in sufficient detail and transparency to allow the analysis to be reproduced by Department evaluators. While DOT does not have a prescribed format for the BCA spreadsheet submitted by the applicant beyond ensuring that it is unlocked, to

allow review, the Department is also developing a new BCA spreadsheet template that will be available to assist applicants in structuring their analysis.

Applicants should review the Department's detailed guidance on how to conduct a BCA. Both the guidance document and spreadsheet template will be available on the RAISE program website.[25]

3. Unique Entity Identifier (UEI) and System for Award Management (SAM)

Each applicant must obtain a UEI and register with SAM.gov. Each applicant is required to: (i) be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in the application; and (iii) continue to maintain an active SAM registration with current information at all times during which they have an active Federal award or an application or plan under consideration by a Federal awarding agency

The Department may not make a RAISE grant to an applicant until the applicant has complied with all applicable UEI and SAM requirements and, if an applicant has not fully complied with the requirements by the time DOT is ready to make a RAISE grant, DOT may determine that the applicant is not qualified to receive a RAISE grant and use that determination as a basis for making a RAISE grant to another applicant.

4. Submission Dates and Times

Applications must be submitted through Grants.gov by 11:59 PM Eastern on February 28, 2024 for FY 2024 RAISE. Grants.gov attaches a time stamp to each application at the time that submission is complete. Applications with a time stamp after the deadline will not be considered. The Department does not accept applications via mailed paper, fax machine, email, or other means. In addition to the FY 2024 NOFO dates, tentative future NOFO publication dates and application deadlines for FYs 2025 and 2026 are listed in the table below.

BIL Fiscal Year Funding	RAISE NOFO Publication Date	Application Deadline
FY 2024	November 30, 2023	February 28, 2024
FY 2025	October 15, 2024	January 13, 2025
FY 2026	October 15, 2025	January 13, 2026

To submit an application through Grants.gov, applicants must:

- Obtain a UEI number;[26]

[25] www.transportation.gov/RAISEgrants/additional-guidance

[26] On April 4, 2022 the Federal government stopped using the Data Universal Numbering System (DUNS) number to uniquely identify entities. Entities doing business with the Federal government must use a Unique Entity Identifier (UEI) created in SAM.gov. If your entity is currently registered in SAM.gov, your UEI has already been assigned and is viewable in SAM.gov. This includes inactive registrations.

- Register with the SAM at www.SAM.gov;
- Create a Grants.gov username and password; and
- The E-Business Point of Contact (POC) at the applicant's organization must respond to the registration email from Grants.gov and login at Grants.gov to authorize the applicant as the Authorized Organization Representative (AOR). Please note that there can be more than one AOR for an organization.

Please note that the SAM registration process takes a **minimum of 2 weeks to complete if not longer**. Failure to register for SAM or comply with Grants.gov applicant requirements in a timely manner will not be considered for exceptions to the submission requirements and deadline. The Department is not able to assist with technical issues related to Grants.gov or SAM registration. For information and instruction on each of these processes, please see instructions at grants.gov/applicants/applicant-faqshttp://www.grants.gov/web/grants/applicants/applicant-faqs.html. If applicants experience difficulties at any point during the registration or application process, please call the Grants.gov Customer Service Support Hotline at 1-800-518-4726.

5. Funding Restrictions

Recipients of RAISE Grant awards will not receive lump-sum cash disbursements at the time of award announcement or obligation of funds. Instead, RAISE funds will reimburse recipients only after a grant agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted.

Unless authorized by the Department in writing after the Secretary's announcement of FY 2024 RAISE awards, any costs that a recipient incurs before DOT executes a grant agreement for that recipient's project are ineligible for reimbursement and are ineligible match for cost share requirements.

Federal funds awarded under this program may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

6. Other Submission Requirements

a. Submission Location

Applications must be submitted to Grants.gov. The Department does not accept applications via mailed paper, fax machine, email, or other means.

b. Consideration of Applications

Only applicants who comply with all submission deadlines described in this notice and electronically submit valid, on-time applications through Grants.gov will be eligible for award.

c. Late Applications

Any applications that Grants.gov time stamps after 11:59 PM on February 28, 2024 will not be accepted. Applicants are strongly encouraged to make submissions days, if not weeks, in advance of the deadline. Applicants facing technical issues are advised to contact the Grants.gov helpdesk well in advance of the deadline.

d. Compliance with Section 508 of the Rehabilitation Act of 1973

The Department encourages applicants to submit documents that are compliant with Section 508 of the Rehabilitation Act of 1973. Section 508 guidelines are available at https://www.access-board.gov/ict/.

E. Application Review Information

1. Criteria

This section specifies the criteria the Department will use to evaluate applications.

TIER 1 All Eligible Applications	
Merit Criteria Review	
TIER 2 All applications rated "Highly Recommended" under the merit criteria review automatically advance for second tier analysis. The Senior Review Team (SRT) can advance applications rated "Recommended" for second tier analysis.	
Project Readiness Review	
Environmental Risk Assessment	Capital Projects
Technical Capacity Assessment	Capital and Planning Projects
Financial Completeness Assessment	Capital and Planning Projects
Benefit-Cost Analysis	Capital Projects

The Department will review merit criteria for all applications. Highly Recommended capital applications will automatically advance to receive second-tier analysis consisting of three Project Readiness reviews: (1) Environmental Risk Assessment; (2) Technical Capacity Assessment; and (3) Financial Completeness Assessment, as well as a Benefit-Cost Analysis (BCA). Highly Recommended planning applications will automatically advance to receive second-tier analysis consisting of two Project Readiness areas: (1) Technical Capacity Assessment; and Financial Completeness Review. Environmental Risk Assessment and BCA will not be reviewed for planning applications. The SRT can advance select Recommended capital and planning applications for second-tier analysis under the circumstances described in Section E.2.

The Department does not consider the amount of non-Federal contribution as a selection criterion or a competitiveness factor. However, general budget information may be evaluated as part of the financial completeness in the readiness review or under the Innovation criteria in the merit review. See Sections E.1.a and E.1.b for more details.

a. Merit Criteria

For each merit criterion, the Department will evaluate whether the application uses data-driven and evidence-based methods to demonstrate that the project will provide the anticipated benefits, which will result in a rating of "high, "medium," "low," or "non-responsive" as described in the rubric below.

Individual Merit Criteria Ratings	
High	The criterion must be addressed as a primary project purpose (not an ancillary or incidental consideration, except for the Partnership and Collaboration and Innovation criteria), must include clear, direct, data-driven (capital projects only), and significant benefits, and must align with at least one of the benefits described in the high column of the merit criteria rubric.
Medium	The criterion may not be a primary project purpose, or the project benefits do not meet at least one of the requirements for a 'high' rating, as described in the merit criteria rubric.
Low	The application contains insufficient information to assess that criterion's benefits.
Non-Responsive	The proposed project negatively affects the criterion, or the application does not address the criterion.

Planning grant applications will be evaluated against the same merit criteria as capital grants. Planning grant applications should include data on the problem intended to be addressed, but information does not need to be as driven by data as a capital project when estimating benefits of the implemented project since data is often an outcome of the project to be planned. The Department will consider how the plan, once implemented, will ultimately further the merit criteria.

The combination of individual criterion ratings will inform one overall Merit Rating: Highly Recommended, Recommended, Acceptable, or Unacceptable, as shown below.

Overall Merit Rating	
Highly Recommended	• six or more of the eight merit criteria ratings are "high" • none of the merit criteria ratings are "non-responsive"

Recommended	• one to five of the merit criteria ratings are "high" • no more than three of the merit criteria ratings are "low" • none are "non-responsive"
Acceptable	• a combination of "high," "medium," "low," or "non-responsive" ratings that do not fit within the definitions of Highly Recommended, Recommended, or Unacceptable
Unacceptable	• three or more "non-responsive" ratings

Merit Criteria:	Non-Responsive	Low	Medium	High
Safety	Application did not address the Safety criterion OR Project negatively affects safety	Application contains insufficient information to assess safety benefit	The project has one or more of the following safety benefits, but safety may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Protect non-motorized or motorized travelers from safety risks; or • Reduce any number of fatalities and/or serious injuries	Safety is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only), and significant benefits that targets a known, documented safety problem, by doing one or more of the following: • Protect non-motorized travelers from safety risks; or • Reduce fatalities and/or serious injuries in underserved communities to bring them below the state-wide average; or • Incorporate and cite specific actions and activities identified in the Department's National Roadway Safety Strategy plan or Improving Safety for Pedestrians and Bicyclists Accessing Transit report, or FTA's Safety Advisory 23-1: Bus-to-Person Collisions; or • Incorporate specific safety improvements that are part of a documented risk reduction mitigation strategy and that have, for example, port-wide or transit system impact.
Environmental Sustainability	Application did not address the Environmental Sustainability criterion OR Project negatively affects environmental sustainability	Application contains insufficient information to assess environmental sustainability benefits	Project has one or more of the following environmental sustainability benefits, but environmental sustainability may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Reduce transportation-related air pollution and greenhouse gas emissions; or • Reduce vehicle miles traveled; or • Incorporate lower-carbon pavement/construction materials; or • Redevelop brownfield sites; or • Improve resilience of infrastructure to current and future weather and climate risks; or • Make basic stormwater improvements	Environmental sustainability is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only), and significant benefits that explicitly considers climate change and environmental justice, by doing one or more of the following: • Reduce transportation-related air pollution and greenhouse gas emissions in disadvantages communities; or • Address the disproportionately negative environmental impacts of transportation on local communities such as by reducing exposure to elevated levels of air, water, and noise pollution; or • Align with the applicant's State Carbon Reduction Strategy, State Electric Vehicle Infrastructure Deployment Plan, or other State, local, or tribal greenhouse gas reduction plan; or • Align with the U.S. National Blueprint for Transportation Decarbonization; or • Implement transportation-efficient land use and design, such as drawing on the features of historic towns and

Merit Criteria:	Non-Responsive	Low	Medium	High
				villages that had a mix of land uses, compact and walkable development patterns, accessible green space, and neighborhood centers that make it convenient to take fewer or shorter trips; or • Reduce vehicle miles traveled specifically through modal shift to transit, rail, or active transportation; or • Reduce emissions specifically by shifting freight to lower-carbon travel modes; or • Incorporate energy efficient investments, such as electrification or zero emission vehicle infrastructure; or • Improve the resilience of at-risk infrastructure to be resilient to extreme weather events and natural disasters caused by climate change, such as by using best-available climate data sets, information resources, and decision-support tools; or • Incorporate nature-based solutions or natural infrastructure with the use of native plants; or Incorporate nature-based solutions or natural infrastructure; or • Referenced in a Resilience Improvement Plan or similar plan; or • Remove, replace, or restore culverts for the purpose of improving habitat for aquatic species; or • Avoid adverse environmental impacts to air or water quality, wetlands, and endangered species
Quality of Life	Application did not address the Quality of Life criterion OR Project negatively affects quality of life	Application contains insufficient information to assess quality of life benefits	Project has one or more of the following quality of life benefits but quality of life may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Increase affordability for travelers; or • Reduces vehicle dependence	Quality of life is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only) and significant benefits, by doing one or more of the following: • Increase affordable transportation choices by improving and expanding active transportation usage or significantly reducing vehicle dependence, particularly in underserved communities; or • Reduce transportation and housing cost burdens by integrating mixed-use development and a diversity of housing types, including by reducing barriers to such development and increasing the supply of affordable housing, with multimodal transportation infrastructure; or

Merit Criteria:	Non-Responsive	Low	Medium	High
				• Coordinate and integrate land use, affordable housing, and transportation planning in order to create more livable communities and expand travel choices; or • Improve access to daily destinations like jobs, healthcare, grocery stores, schools, places of worship, recreation, or parks through transit and active transportation; or • Implement transit-oriented development that benefits existing residents and businesses, low-income and disadvantaged communities, and minimizes displacement; or • Improve public health by adding new facilities that promote walking, biking, and other forms of active transportation; or • Mitigate urban heat islands to protect the health of at-risk residents, outdoor workers, and others; or • Proactively addresses equity.
Mobility and Community Connectivity	Application did not address the Mobility and Community Connectivity criterion OR Project negatively affects mobility and community connectivity	Application contains insufficient information to assess mobility and community connectivity benefits	Project has one or more of the following mobility and community connectivity benefits, but mobility and community connectivity may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Increase accessible transportation choices; or • Include ADA improvements	Mobility and community connectivity is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only) and significant benefits, by doing one or more of the following: • Improve system-wide connectivity with access to transit, micro-mobility, and mobility on-demand; or • Implement plans, based on community participation and data, that addresses gaps identified in the existing network; or • Remove physical barriers for individuals by reconnecting communities to direct, affordable transportation options; or • Include transportation features that increase the accessibility for non-motorized travelers in underserved communities; or • Incorporate Universal Design including details of how the improvements go beyond ADA requirements by designing environments to be usable by all people, to the greatest extent possible, without the need for adaption or specialized design such as a Complete Streets approach; or

Merit Criteria:	Non-Responsive	Low	Medium	High
				• Directly increasing intermodal and multimodal freight movement; or • Consider last-mile freight plans in a Complete Streets and multimodal approach
Economic Competitiveness and Opportunity	Application did not address the Economic Competitiveness and Opportunity criterion OR Project negatively affects economic competitiveness and opportunity	Application contains insufficient information to assess economic competitiveness and opportunity benefits	Project has one or more of the following economic competitiveness and opportunity benefits, but economic competitiveness and opportunity may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Improve travel time reliability; or • Improve movement of goods; or • Create jobs related to the project's delivery and on-going operations	Economic competitiveness is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only), and significant benefits, by doing one or more of the following: • Improve intermodal and/or multimodal freight mobility, especially for supply chain bottlenecks; or • Facilitate tourism opportunities; or • Promote local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises or 8(a) firms; or • Promote wealth building; or • Promote long-term economic growth and other broader economic and fiscal benefits; or • Create good-paying jobs with free and fair choice to join a union including through the use of a project labor agreement; or • Adopt local and economic hiring preferences for the project workforce or include other changes to hiring policies and workplace cultures to promote the entry and retention of underrepresented populations; or • Promote greater public and private investments in land-use productivity, including rural main street revitalization or locally driven density decisions that support equitable commercial and mixed-income residential development

Merit Criteria:	Non-Responsive	Low	Medium	High
State of Good Repair	Application did not address the State of Good Repair criterion OR Project negatively affects state of good repair	Application contains insufficient information to assess state of good repair benefits	Project has one or more of the following state of good repair benefits but state of good repair may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Routine or deferred maintenance; or • Create new infrastructure (not in a remote community) that will be maintained in a state of good repair; or • Identify the party responsible for maintenance and describe how the new or improved asset(s) will be maintained in a state of good repair; or • Resolve the current or projected transportation system vulnerabilities	State of good repair is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only) and significant benefits, by doing one or more of the following: • Restore and modernize (such as through road diets and complete streets approaches) the existing core infrastructure assets that have met their useful life; or • Reduce construction and maintenance burdens through efficient and well-integrated design; or • Create new infrastructure in remote communities that will be maintained in a state of good repair; or • Address current or projected transportation system vulnerabilities for underserved communities; or • Prioritize improvement of the condition and safety of existing transportation infrastructure within the existing footprint
Partnership and Collaboration	Application did not address the Partnership and Collaboration criterion OR Project negatively affects partners or community members (e.g. negative impacts from ROW acquisition, lack of support for the project, etc.)	Application contains insufficient information to assess the partnership and collaboration benefits	Project has one or more of the following partnership and collaboration benefits but partnership and collaboration may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Collaborate with public and/or private entities; or • Document support from local, regional, or national levels	Project has, or demonstrates plans to, support and engage diverse people and communities by doing one or more of the following: • Engage residents and community-based organizations to ensure equity considerations for underserved communities are meaningfully integrated throughout the lifecycle of the project, for example, by citing and describing how the project aligns with the Department's Promising Practices for Meaningful Public Involvement in Transportation Decision-Making Guide; or • Coordinate with other types of projects such as economic development, commercial or residential development near public transportation, power/electric infrastructure projects, or broadband deployment; or • Partner with Disadvantaged Business Enterprises or 8(a) firms; or • Partner with high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships. These programs should have a focus on expanding access for women, people of color, and others

Merit Criteria:	Non-Responsive	Low	Medium	High
				that are underrepresented in infrastructure jobs (people with disabilities, people with convictions, etc.); or • Partner and engage with unions and/or worker organizations in the development of the project and the lifecycle of the project, including the maintenance or operation of the completed project; or • Partner with communities or community groups representative of historically underrepresented groups to develop workforce strategies; or • Establish formal public-private partnerships or joint ventures to expand or create new infrastructure or economic development capacity; or • Participate in the Thriving Communities Network

Innovation	Application did not address the Innovation criterion.
	
	OR
	
	Includes non-innovative practices or components
		Application contains insufficient information to assess innovation benefits	Project has one or more of the following innovation benefits but does not meet the description(s) of a 'high' rating:
			• Deploy technologies, project delivery, or financing methods that are new or innovative to the applicant or community
				Project has, or demonstrates plans for, one or more of the following innovative benefits.
				• Innovative Technologies
				  ○ Enhance the environment for electric, connected, or automated vehicles to improve the detection and mitigation of safety risks; or
				  ○ Improve safety using Advanced Driver Assistance Systems on public transit vehicles, including functions such as precision docking; lane keeping or lane centering; or
				  ○ Use sensors or small unmanned aerial vehicles to enhance infrastructure inspection and asset management processes; or
				  ○ Use sensors to monitor real-time conditions of pavement quality, signage, crosswalks, transit headways, or other public infrastructure; or
				  ○ Use low-carbon or other innovative materials; or
				  ○ Use caps, land bridges, or underdecks; or
				  ○ Use active grade crossing detection systems to enable responsive traffic management; or
				  ○ Use detection systems on railroads to target and deter trespassing; or
				  ○ Digitalize curb management to optimize use across purposes and modes, including freight, pick-up drop-off, and transit usage
				• Innovative Project Delivery

Merit Criteria:	Non-Responsive	Low	Medium	High
				○ Use practices that facilitate accelerated project delivery such as single contractor design-build arrangements, Advanced Digital Construction Management, Accelerated Bridge Construction, Digital as-builts, or an up-to-date programmatic agreement between an environmental resource agency and a state DOT, or other NEPA lead agency, that establishes a streamlined process for environmental consultations and permits for commonly encountered project types. • Innovative Financing ○ Secure TIFIA, RRIF, or private activity bond financing; or ○ Use congestion pricing or other demand management strategies

Safety
The Department will assess how the project targets a known safety problem and seeks to protect motorized or non-motorized travelers from safety risks on roadways, transit, rail, or ports. Applicants are highly encouraged to include data-driven information when addressing the safety criterion such as the current and projected number or rate of crashes, fatalities and/or serious injuries among transportation users and how those compare to the statewide average; details about the transportation user that will reap the safety benefits such as whether the project addresses vulnerable roadway users[27] or whether the project addresses inequities in crash victims. If applicable, applicants should describe how the project incorporates specific actions and activities identified in the Department's National Roadway Safety Strategy,[28] or Improving Safety for Pedestrians and Bicyclists Accessing Transit report, or FTA's Safety Advisory 23-1: Bus-to-Person Collisions.

Environmental Sustainability
The Department will consider the extent to which the project incorporates considerations of climate change and environmental justice in the project planning or project delivery stage. Environmental justice means the just treatment and meaningful involvement of all people, regardless of income, race, color, national origin, Tribal affiliation, or disability, in agency decision-making and other Federal activities that affect human health and the environment so that people: (i) are fully protected from disproportionate and adverse human health and environmental effects (including risks) and hazards, including those related to climate change, the cumulative impacts of environmental and other burdens, and the legacy of racism or other structural or systemic barriers; and (ii) have equitable access to a healthy, sustainable, and resilient environment in which to live, play, work, learn, grow, worship, and engage in cultural and subsistence practices.

The Department will evaluate whether and how the project demonstrates environmental sustainability benefits. For this assessment, the Department will consider, for example, how the project will significantly reduce transportation-related pollution like air pollution and greenhouse gas emissions; aligns with the applicant's State, regional, county or city carbon-reduction plan or the U.S. National Blueprint for Transportation Decarbonization; address the disproportionate negative environmental impacts of transportation such as exposure to elevated levels of air, water, and noise pollution; or implement transportation-efficient land use and design, such as drawing on the features of historic towns and villages that had a mix of land uses, compact and walkable development patterns, accessible green space, and neighborhood centers that make it convenient to take fewer or shorter trips.

The Department will assess whether and how the project is expected to reduce emissions, such as shifts to lower emissions vehicles, transit, or active transportation; shift freight to lower-carbon travel modes to reduce emissions; improve the resiliency of at-risk infrastructure[29] to withstand

[27] As defined by FHWA's Vulnerable Road User Safety Assessment Guidance, a vulnerable road user is a non-motorist and may include people walking, biking, or rolling as well as highway workers on foot in a work zone.
[28] www.transportation.gov/NRSS
[29] For the RAISE program, at-risk infrastructure is defined as infrastructure that is subject to, or faces increased long-term future risks of, a weather event, a natural disaster, or changing conditions, such as coastal flooding, coastal erosion, wave action, storm surge, or sea level rise, in order to improve transportation and public safety and to reduce costs by avoiding larger future maintenance or rebuilding costs.

extreme weather events and natural disasters caused by climate change such as by using best-available climate data sets, information resources, and decision-support tools, and incorporating nature-based solutions or natural infrastructure; or incorporates lower-carbon pavement or construction materials as described in the Environmental Protection Agency's interim guidance on low-carbon materials[30] or the U.S. National Blueprint for Transportation Decarbonization. The Department will also consider whether and how the project will incorporate energy efficient investments such as electrification or zero emission vehicle infrastructure; redevelop brownfield sites; remove, replace or restore culverts to improve passage of aquatic species; or avoid adverse impacts to air or water quality, wetlands, and endangered species. If applicable, applicants are encouraged to make floodplain upgrades consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, *Climate-Related Financial Risk* (86 FR 27967) and 13690, *Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input* (80 FR 6425.)

Quality of Life

The Department will consider whether and how the project will improve quality of life, such as by increasing affordable transportation choices and expanding active transportation usage or significantly reducing vehicle dependence; reduce transportation and housing cost burdens by integrating mixed use development and a diversity of housing types (including affordable housing) with multimodal transportation infrastructure; coordinate and integrate land use, affordable housing, and transportation planning in order to create more livable communities and expand travel choices; reduce vehicle dependence and improve access to daily destinations such as jobs, healthcare, grocery store, schools, places of worship, recreation, or parks such as by adding new facilities that promote walking, biking; implement transit-oriented development that benefits existing residents and businesses; mitigate urban heat islands to protect the health of at-risk residents, outdoor workers, and others; or proactively address racial equity.[31]

Mobility and Community Connectivity

The Department will assess whether and how the applicant will improve mobility and community connectivity. For this assessment, DOT will consider, for example, how the project will address system-wide connectivity with access to transit, micro-mobility, and mobility on-demand; implement plans, based on community participation and data, that identifies and addresses gaps in the existing network; remove physical barriers for individuals by reconnecting communities to direct, affordable transportation options; include transportation features that increase accessibility for non-motorized travelers, such as through a Complete Streets approach; incorporate Americans with Disabilities Act (ADA) or Universal Design[32] improvements; directly increase intermodal and multimodal freight movement; or considers last-mile freight plans in a Complete Streets and multimodal approach.

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[30] https://www.epa.gov/system/files/documents/2023-01/2022.12.22%20Interim%20Determination%20on%20Low%20Carbon%20Materials%20under%20IRA%206050 3%20and%2060506_508.pdf

[31] Definitions for "racial equity" and "underserved communities" are found in Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, Sections 2 (a) and (b).

[32] Definition for "Universal Design" found on the General Services Administration's Section508.gov website and states, "Universal design is a concept in which products and environments are designed to be usable by all people, to the greatest extent possible, without the need for adaption or specialized design."

Economic Competitiveness and Opportunity
The Department will assess whether and how the project will improve economic competitiveness and opportunity. For this assessment, DOT will consider, for example, how the project will improve intermodal or multimodal freight mobility, especially for supply chain bottle necks; facilitate tourism; promote local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises or 8(a) firms; wealth building; long-term economic growth and other broader economic and fiscal benefits; create good-paying jobs with free and fair choice to join a union including through the use of a project labor agreement; or adopt local and economic hiring preferences for the project workforce or include other changes to hiring policies and workplace cultures to promote the entry and retention of underrepresented populations. DOT will evaluate the extent to which the project will promote greater public and private investments in land-use productivity, including rural main street revitalization or locally driven density decisions that support equitable commercial and mixed-income residential development.

State of Good Repair
The Department will assess whether and to what extent the project improves state of good repair. For this assessment, DOT will consider, for example, how the project will mitigate current or projected system vulnerabilities; restore and modernize (such as through road diets and Complete Streets approaches) the existing core infrastructure assets that have met their useful life; reduce construction and maintenance burdens through efficient and well-integrated design; create new infrastructure *in remote communities* that will be maintained in a state of good repair; prioritize improvement of the condition and safety of existing transportation infrastructure within the existing footprint; conduct routine or deferred maintenance; create new infrastructure *(not in a remote community)* that will be maintained in a state of good repair; or identify the party responsible for maintenance and how the new or improved asset(s) will be maintained in a state of good repair.

The Department encourages applicants to improve the condition and safety of existing state and locally owned transportation infrastructure within the right-of-way before proposing projects that add new general purpose travel lanes serving single occupancy vehicles.

Partnership and Collaboration
The Department will consider the extent to which the project has or will support and engage diverse people and communities. For this assessment, DOT will consider, for example, how the project has or will collaborate with public and/or private entities; documents support from local, regional, and/or national levels; engage residents and community-based organizations to ensure equity considerations for underserved communities are meaningfully integrated throughout the project. Applicants should describe how the project incorporates specific actions and activities identified in the Department's Promising Practices for Meaningful Public Involvement in Transportation Decision-Making Guide;[33] coordinate with other types of projects such as economic development, commercial or residential development near public transportation, power/electric infrastructure projects, or broadband deployment; partner with Disadvantaged

[33] https://www.transportation.gov/priorities/equity/promising-practices-meaningful-public-involvement-transportation-decision-making

Business Enterprises or 8(a) firms; partner with high-quality workforce development programs with supportive services[34] to help train, place, and retain underrepresented communities in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs that serve underrepresented groups, and proactive plans to prevent harassment; partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements; or partners with communities, or community groups representative of historically underrepresented groups, to develop workforce strategies; or establish formal public-private partnerships or joint ventures to expand or create new infrastructure or economic development capacity. DOT will assess the level of detail and description provided about the partnerships listed above. Applications that provide more details and descriptions about the project partnership will be rated higher than those that do not, in alignment with the merit rating rubric.

The Department will consider whether the applicant is participating in the Thriving Communities Network.[35] Applications that include right-of-way acquisition plans that minimally disrupts communities and maintains community cohesion will be more competitive than right-of-way acquisition plans that disrupt communities. For projects involving other Federal agencies, or requiring action from other Federal agencies, DOT will consider the level of involvement and commitment from those agencies. For example, relevant port projects should demonstrate alignment with U.S. Army Corps of Engineers investment strategies.

Innovation

The Department will assess the extent to which the applicant uses innovative: (1) technologies; (2) project delivery; or (3) financing. If this project is the first time the applicant or community will deploy specific innovations, the Department will consider them innovative, to the extent applicants provide enough detail to determine whether the innovations being deployed are new or innovative to the applicant or community regardless of whether other applicants or communities have implemented these innovations.

> **Innovative Technologies -** The Department will consider how the project enhances the environment for connected, electric, or automated vehicles to improve the detection, mitigation, and documentation of safety risks. Examples include the use of Advanced Driver Assistance Systems on public transit vehicles and detection systems on railroads to target and deter trespassing. The Department will assess the extent to which the project uses innovative technology that significantly enhances the operational performance and maintenance of the surface transportation system including sensors to inspect infrastructure and manage assets or to monitor real-time conditions of pavement quality, signage, crosswalks, or transit headways; active grade crossing detection systems to enable responsive traffic management; or digitalized curb management to optimize use

[34] Supportive services are critical to help women and people facing systemic barriers to employment be able to participate and thrive in training and employment. Recommended supportive services include childcare, tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking.

[35] https://www.transportation.gov/federal-interagency-thriving-communities-network

across purposes and modes, including freight, pick-up drop-off, and transit usage. The use of low-carbon materials as well as the use of caps, land bridges, or underdecks are also considered innovative.

Please note that all innovative technology must be in compliance with 2 CFR § 200.216.[36] If an applicant is proposing to deploy autonomous vehicles or other innovative motor vehicle technology, the Department will consider whether and how the applicant demonstrates that all vehicles will comply with applicable safety requirements, including those administered by the National Highway Traffic Safety Administration (NHTSA) and Federal Motor Carrier Safety Administration (FMCSA). Specifically, the Department will consider whether the vehicles acquired for the proposed project will comply with applicable Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carrier Safety Regulations (FMCSR). If the vehicles may not comply, the Department will consider applications that do one of the following more competitive than applications that do not: either (1) show that the vehicles and their proposed operations are within the scope of an exemption or waiver that has already been granted by NHTSA, FMCSA, or both agencies or (2) directly address whether the project will require exemptions or waivers from the FMVSS, FMCSR, or any other regulation and, if the project will require exemptions or waivers, present a plan for obtaining them.

Innovative Project Delivery - The Department will consider the extent to which the project utilizes innovative practices in contracting (such as public-private partnerships and single contractor design-build arrangements), single contractor design-build arrangements, project bundling, Advanced Digital Construction Management, Accelerated Bridge Construction, Digital as-builts, or an up-to-date programmatic agreement between an environmental resource agency and a state DOT, or other NEPA lead agency, establishing a streamlined process for environmental consultations and permits for commonly encountered project types .Digital as-builts.

Innovative Financing - The Department will assess the extent to which the project incorporates innovations in transportation funding and finance, for example through private sector funding or financing, using congestion pricing or other demand management strategies to address congestion, securing a TIFIA or RRIF loan, or receiving an allocation for private activity bonds through DOT's Build America Bureau.

b. Project Readiness

Capital project applications that receive second-tier analysis[37] will be reviewed for Project Readiness and assigned three evaluation ratings: Environmental Risk Assessment, Technical Capacity Assessment, and Financial Completeness Assessment.

Planning project applications that receive second-tier analysis will be reviewed for Project Readiness and assigned two evaluation ratings: Technical Capacity Assessment and Financial

[36] https://ecfr.federalregister.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.216
[37] The process for determining which applications receive second-tier analysis is described in Section E.2 of this notice.

Completeness Assessment. (Environmental Risk Assessment will not be performed for planning applications).

Low ratings in any of these readiness areas do not disqualify projects from award, but competitive applications clearly and directly describe achievable risk mitigation strategies. A project with mitigated risks or with a risk mitigation plan is more competitive than a comparable project with unaddressed risks.

Environmental Risk
The Environmental Risk Assessment analyzes the project's environmental approvals and likelihood of the necessary approval affecting project obligation funds will be spent expeditiously once construction starts as described in Section D of the NOFO, and results in a rating of "high risk," "moderate risk," or "low risk."

Technical Capacity
The Technical Capacity Assessment will assess the applicant's capacity to successfully deliver the project in compliance with applicable Federal requirements as well as the recipient's experience working with Federal funds, civil rights compliance, and previous experience delivering infrastructure projects. This review is partially based on information submitted with the application and partially based on DOT Operating Administration knowledge of the applicant's performance. Technical Capacity ratings will be one of the following: "certain," "somewhat certain," or "uncertain."

DOT will assign the highest rating of "certain," if the application demonstrates that: the applicant has extensive experience with Federal funds; the applicant has extensive experience completing projects with similar scope; the applicant has the resources to deliver the project; and the project will comply with all applicable Federal requirements including, but not limited to, Buy America provisions, ADA regulations, Civil Rights requirements, Federal Motor Vehicle Safety Standards, and/or the Federal Motor Carrier Safety Regulations.

If an applicant is proposing to adopt innovative technology or other innovative practices, DOT will assess whether the applicant's capacity to implement those innovations, the applicant's understanding of applicable Federal requirements and whether the innovations may require extraordinary permitting, approvals, exemptions, waivers, or other procedural actions, and the effects of those innovations on the project delivery timeline.

Financial Completeness
The Financial Completeness Assessment reviews the project budget to confirm the availability of funding for the project and whether the applicant presented a complete funding package based on reasonable cost estimates. Financial Completeness ratings are: "complete," "partially complete," or "incomplete."

DOT will assign the highest rating of "complete," if the application identifies all funding sources for the project budget, documents all funding is available and committed to the project, includes contingency amount in the project budget and describes a plan to address potential cost overruns, and cost estimates are no more than a year old or include an inflation factor. Planning grants are

not required to include a contingency amount but must discuss a plan to address potential cost overruns.

Projects with funding estimates that are based on early stages of design (e.g., less than 30 percent design) or outdated cost estimates without specified budget contingencies will receive a lower rating. All applicants, including those requesting 100 percent grant funding, should describe a plan to address potential cost overruns.

c. Cost Benefit Analysis

For capital projects that receive second-tier analysis, the Department will consider the costs and benefits of projects seeking RAISE grant funding in determining whether a project is cost effective. To the extent possible, the Department will rely on quantitative, evidenced-based and data-supported analysis to assess how well a project addresses this criterion, including an assessment of the project's estimated benefit-cost ratio (BCR) based on the applicant-supplied BCA described in Section D.2.f.

To evaluate the costs and benefits of a proposed project, the Department will assign the project as either negative net benefits (costs exceed benefits) or positive net benefits (benefits exceed costs.) Projects with negative net benefit ratings will not be selected for an award, unless the project receives a "Highly Recommended" rating and demonstrates exceptional benefits for underserved or disadvantaged communities, as identified by the Senior Review Team.[38]

2. Review and Selection Process

This section explicitly addresses the BIL requirement to describe the methodology for evaluation in the NOFO. The RAISE grant program review and selection process consists of Merit Criteria Review; Project Readiness Review (consisting of Technical Capacity Assessment, Environmental Risk Assessment, and Financial Completeness Assessment); Benefit-Cost Analysis; and Senior Review. The Secretary makes final project selections.

Teams comprising Department and contractor staff review all eligible applications received by the deadline for a Merit Review and assign ratings as described in Section E. Using the Merit Review rubric described in section E, the combination of eight merit criteria ratings will result in one overall Merit Rating: Highly Recommended, Recommended, Acceptable, or Unacceptable.

"Highly Recommended" projects automatically advance for second-tier analysis.

The Senior Review Team (SRT) reviews all "Recommended" projects to determine if the benefits of a particular criterion are so significant that the project merits advancing for second-tier analysis. The SRT can advance a "Recommended" project only if:

[38] The Senior Review Team, and its role in the application evaluation and selection process, is described in section E.2 of this notice.

1. the project received a "high" in one or more of the priority criteria of safety, environmental sustainability, mobility and community connectivity, or quality of life, and the benefits in that criterion are exceptional; or

2. if the SRT provides additional information to demonstrate that a criterion has benefits that are aligned with a "high" rating for one or more of the priority merit criteria listed above (whether or not the Merit Review Team assigned a "high" rating) and the benefits in that criterion would be exceptional.

Senior Operating Administration staff and OST staff may make recommendations to the SRT for which projects should advance based on exceptional benefits of a particular priority criterion.

"Recommended" projects designated a "RCN Program Extra" project under the FY 2023 Reconnecting Communities and Neighborhoods (RCN) Program competition that receive at least one "High" in a priority criterion during the FY 2024 RAISE application evaluation process will automatically advance for second-tier analysis.

Second-tier analysis consists of:

- **Capital Projects** - Cost-Benefit Analysis and Project Readiness: (1) Environmental Risk Assessment; (2) Financial Completeness Assessment; and (3) Technical Capacity Assessment.

- **Planning Projects** – Project Readiness: (1) Financial Completeness Assessment; and (2) Technical Capacity Assessment.

Following completion of second-tier analysis, the SRT determines which projects are designated as Highly Rated.

Using the discretionary authority provided in statute, the Secretary selects projects from the Highly Rated List for award, consistent with the selection criteria and statutory requirements for geographic and modal diversity. The Secretary may, depending on the pool of qualified applications, seek to award at least one project per state or territory.

Projects for which an FY 2024 RAISE application is advanced by the Senior Review Team to the Highly Rated List, but that are not awarded, are automatically designated as "Projects of Merit." Projects with this designation will be carried over into FY 2025 RAISE and considered by the SRT for advancement to the Highly Rated List, along with other FY 2025 applications eligible for advancement to the Highly Rated List.

The BIL mandates that RAISE grant award selections be announced by June 27, 2024.

Consistent with past practice and statute, the Department offers debriefs to applicants not selected for award to receive information about the RAISE project's evaluation. Due to overwhelming demand, the Department is unable to provide a RAISE award to every competitive project that applies.

3. Additional Information

Prior to award, each selected applicant will be subject to a risk assessment as required by 2 CFR § 200.206. The Department must review and consider any information about the applicant that is in the Federal Awardee Performance and Integrity Information System (FAPIIS), the designated integrity and performance system accessible through SAM. An applicant may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered. DOT will consider comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

F. Federal Award Administration Information

1. Federal Award Notice

Following the evaluation outlined in Section E, the Secretary will announce awarded projects by posting a list of selected projects on the RAISE program website.[39] Recipients will be notified by email. Notice of selection is not authorization to begin performance or to incur costs for the proposed project. Following that announcement, the RAISE program Office and relevant operating administration will contact the point of contact listed in the SF-424 to initiate negotiation of the grant agreement for authorization.

Recipients of RAISE Grant awards will not receive lump-sum cash disbursements at the time of award announcement or obligation of funds. Instead, RAISE funds will reimburse recipients only after a grant agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted.

Unless authorized by the Department in writing after the Secretary's announcement of FY 2024 RAISE awards, any costs that a recipient incurs before DOT executes a grant agreement for that recipient's project are ineligible for reimbursement and are ineligible match for cost share requirements.

2. Administrative and National Policy Requirements

a. Administrative Requirements

Please visit the RAISE program website[40] for the General Terms and Conditions for FY 2023 RAISE awards. The FY 2024 RAISE Terms and Conditions will be similar to the FY 2023 RAISE Terms and Conditions, but it will include relevant updates consistent with this notice.

[39] www.transportation.gov/RAISEgrants
[40] https://www.transportation.gov/policy-initiatives/raise/raise-grant-agreements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 C.F.R part 200, as adopted by DOT at 2 C.F.R part 1201. Federal wage rate requirements included in subchapter IV of chapter 31 of title 40, U.S.C., apply to all projects receiving funds under this program, and apply to all parts of the project, whether funded with RAISE Grant funds, other Federal funds, or non-Federal funds.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, non-discrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If DOT determines that a recipient has failed to comply with applicable Federal requirements, DOT may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

Additionally, applicable Federal laws, rules and regulations of the relevant operating administration administering the project will apply to the projects that receive RAISE grant awards, including planning requirements, Service Outcome Agreements, Stakeholder Agreements, Buy America compliance, and other requirements under DOT's other highway, transit, rail, and port grant programs. For projects that are eligible under RAISE but are not eligible under DOT's other programs or projects that are eligible under multiple DOT programs, the RAISE program will determine the appropriate requirements to ensure the project is delivered consistent with program and Department goals. In particular, Executive Order 14005 directs the Executive Branch Departments and agencies to maximize the use of goods, products, and materials produced in, and services offered in, the United States through the terms and conditions of Federal financial assistance awards. If selected for an award, grant recipients must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project. RAISE grant projects involving vehicle acquisition must involve only vehicles that comply with applicable Federal Motor Vehicle Safety Standards and Federal Motor Carriers Safety Regulations, or vehicles that are exempt from Federal Motor Vehicle Safety Standards or Federal Motor Carrier Safety Regulations in a manner that allows for the legal acquisition and deployment of the vehicle or vehicles.

For projects administered by FHWA, applicable Federal laws, rules, and regulations set forth in Title 23 U.S.C. and Title 23 C.F.R generally apply, including the 23 U.S.C. 129 restrictions on the use of toll revenues, and Section 4(f) preservation of parklands and historic properties requirements under 23 U.S.C. 138. For an illustrative list of the other applicable laws, rules, regulations, executive orders, polices, guidelines, and requirements as they relate to a RAISE grant project administered by the FHWA, please see the RAISE program website.[41]

[41] https://www.transportation.gov/grants/raise/raise-fy2023-fhwa-exhibits-june-23-2023

For RAISE projects administered by the Federal Transit Administration and partially funded with Federal transit assistance, all relevant requirements under chapter 53 of title 49 U.S.C. apply. For transit projects funded exclusively with RAISE grant funds, some requirements of chapter 53 of title 49 U.S.C. and chapter VI of title 49 CFR apply.

For projects administered by the Federal Railroad Administration, FRA requirements described in 49 U.S.C. Subtitle V, Part C apply.

b. Program Requirements

Climate Change and Environmental Justice Impact Consideration
Each applicant selected for RAISE grant funding must demonstrate effort to consider climate change and environmental justice impacts as described in Section E, consistent with Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad* (86 FR 7619). In the grant agreement, applicants will be required to memorialize commitments they have made in their applications in one or more of the activities in Section E.1.

Land Use and Housing Affordability Impact Consideration
Each applicant selected for RAISE grant funding must demonstrate effort to consider housing affordability impacts of the grant, and particularly how local land use and zoning practices already allow for, or have been modified to, ensure adequate affordable housing supply proximate to the transit investment. Applicants will be required to memorialize commitments they have made in their applications in one or more of the activities in Section E.1.

Racial Equity and Barriers to Opportunity
Each applicant selected for RAISE grant funding must demonstrate effort to improve racial equity and reduce barriers to opportunity as described in Section E, consistent with Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government* (86 FR 7009). In the grant agreement, applicants will be required to memorialize commitments they have made in their applications in one or more of the activities listed in Section E.1.

Labor and Workforce
Each applicant selected for RAISE grant funding must demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of strong labor standards as described in Section E, consistent with Executive Order 14025, *Worker Organizing and Empowerment* (86 FR 22829), and Executive Order 14052, *Implementation of the Infrastructure Investment and Jobs Act* (86 FR 64335). In the grant agreement, applicants will be required to memorialize commitments they have made in their applications in one or more of the activities listed in Section E.1.

Critical Infrastructure Security, Cybersecurity, and Resilience
It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against all hazards, including both physical and cyber threats, consistent with Presidential Policy Directive 21 - Critical Infrastructure Security and Resilience and the National Security Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems. Each applicant selected for Federal funding under this notice must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department of Homeland Security, will be required to do so before receiving funds.

Domestic Preference Requirements
As expressed in Executive Order 14005, 'Ensuring the Future Is Made in All of America by All of America's Workers' (86 FR 7475), the executive branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Funds made available under this notice are subject to domestic preference requirements based on the Operating Administration that administers the project, including 23 U.S.C. 313 (FHWA projects); 49 U.S.C. 5323(j) (FTA projects); 49 U.S.C. 22905(a) (FRA projects); and section 70914(a) of the Build America, Buy America Act (all projects). The Department expects all applicants to comply without needing a project-specific waiver for domestic preference requirements.

Civil Rights and Title VI
As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR § 21), the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. DOT's and the applicable Operating Administrations' Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

Federal Contract Compliance
As a condition of grant award all Federally assisted contractors are required to make good faith efforts to meet the goals of EO 11246, Equal Employment Opportunity (30 FR 12319, and as amended). Under Section 503 of the Rehabilitation Act and its implementing regulations, affirmative action obligations for certain contractors include an aspirational employment goal of 7 percent workers with disabilities.

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) is charged with enforcing Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974. OFCCP has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action

obligations. OFCCP will identify projects that receive an award under this notice and are required to participate in OFCCP's Mega Construction Project Program from a wide range of Federally assisted projects over which OFCCP has jurisdiction and that have a project cost above $35 million. DOT will require project sponsors with costs above $35 million that receive awards under this funding opportunity to partner with OFCCP, if selected by OFCCP, as a condition of their DOT award.

Project Signage and Public Acknowledgements
Recipients are encouraged for construction and non-construction projects to post project signage and to include public acknowledgments in published and other collateral materials (e.g., press releases, marketing materials, website, etc.) satisfactory in form and substance to DOT, that identifies the nature of the project and indicates that "the project is funded by the Bipartisan Infrastructure Law". In addition, recipients employing project signage are required to use the official Investing in America emblem in accordance with the Official Investing in America Emblem Style Guide. Costs associated with signage and public acknowledgments must be reasonable and limited. Signs or public acknowledgments should not be produced, displayed, or published if doing so results in unreasonable cost, expense, or recipient burden. The Recipient is encouraged to use recycled or recovered materials when procuring signs.

3. Reporting

a. Progress Reporting on Grant Activities

Each applicant selected for RAISE grant funding must submit quarterly progress reports and Federal Financial Reports (SF-425) to monitor project progress and ensure accountability and financial transparency in the RAISE grant program.

b. Performance Reporting

Each applicant selected for RAISE grant funding must collect and report to the DOT information on the project's performance based on performance indicators DOT identifies related to program goals (e.g., travel time savings, greenhouse gas emissions, passenger counts, level of service, etc.) and other information as requested by DOT. Performance indicators should include measurable goals or targets that DOT will use internally to determine whether the project meets program goals, and grant funds achieve the intended long-term outcomes of the RAISE Grant Program. To the extent possible, performance indicators used in the reporting should align with the measures included in the application and should relate to at least one of the selection criteria defined in Section E.1. Performance reporting continues for several years after project construction is completed, and DOT does not provide RAISE grant funding specifically for performance reporting. RAISE grant performance measures are posted on the RAISE website.[42]

c. Program Evaluation

As a condition of grant award, RAISE grant recipients may be required to participate in an evaluation undertaken by DOT, or another agency or partner. The evaluation may take different

[42] https://www.transportation.gov/grants/raise/raise-performance-measures-update-2023

forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and sub-recipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure the effectiveness of their projects and strategies. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115–435 (2019) urges Federal awarding agencies and Federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency" (codified at 5 U.S.C. § 311). For grant recipients, evaluation expenses are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such expenses may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR § 200). Credible program evaluation activities are implemented with relevance and utility, rigor, independence and objectivity, transparency, and ethics (OMB Circular A-11, Part 6 Section 290).

d. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported to the SAM that is made available in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

G. Federal Awarding Agency Contacts

For further information concerning this notice please contact the RAISE grant program staff via e-mail at RAISEgrants@dot.gov, or call Andrea Jacobson at 202-366-9603. A TDD is available for individuals who are deaf or hard of hearing at 202-366-3993. In addition, DOT will post answers to questions and requests for clarifications on the RAISE website at www.transportation.gov/RAISEgrants. To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact DOT directly, rather than through intermediaries or third parties, with questions. DOT staff may also conduct briefings on the RAISE grant selection and award process upon request.

H. Other information

1. Protection of Confidential Business Information

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the applicant submits information that the applicant considers to be a trade secret or confidential commercial or financial information, the applicant must provide that information in a separate document, which the applicant may cross-reference from the application narrative or other portions of the application. For the separate document containing confidential information, the applicant must do the following: (1) state on the cover of that document that it "Contains Confidential Business Information (CBI);" (2) mark each page that contains confidential information with "CBI;" (3) highlight or otherwise denote the confidential content on each page; and (4) at the end of the document, explain how disclosure of the confidential information would cause substantial competitive harm. DOT will protect confidential information complying with these requirements to the extent required under applicable law. If DOT receives a Freedom of Information Act (FOIA) request for the information that the applicant has marked in accordance with this section, DOT will follow the procedures described in its FOIA regulations at 49 CFR § 7.29. Only information that is in the separate document, marked in accordance with this section, and ultimately determined to be confidential under § 7.29 will be exempt from disclosure under FOIA.

2. Publication and Sharing of Application Information

Following the completion of the selection process and announcement of awards, the Department intends to publish a list of all applications received along with the names of the applicant organizations and funding amounts requested. Except for the information properly marked as described in Section H.1, The Department may make application narratives publicly available or share application information within the Department or with other Federal agencies if the Department determines that sharing is relevant to the respective program's objectives.

Pete Buttigieg
Issued in Washington D.C. on November 30, 2023

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 95/2024

SUBJECT: Approval and authorization for the Chairman to execute a resolution authorizing the exercise of the power of eminent domain, for public road purposes, with regard to the White Sulphur Road Realignment Project, Parcels 1, 3, and 7, Hall County tax parcel numbers 15020A000010, 15020A000012, and 15020A000012A, also known as 2862 White Sulphur Road, 2894 White Sulphur Road, and 3323 Seymour Road, presently owned by DANJI, LLC, and further authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcels, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 03/11/24

Voting Meeting Date: 03/14/24

Executive Summary:

Presenter: BN

Recommendation:
Approve.

Purpose of Request:

Authorizing Resolution for the exercise of the power of eminent domain for the White Sulphur Road Realignment Project (P.I. # 1162100), regarding Parcels 1, 3, and 7, presently owned by DANJI, LLC.

History:
The County's land acquisition agent has engaged in negotiations with the property owner to arrive at just and adequate compensation for the portion of the property to be acquired. Negotiations have been unsuccessful to date. Condemnation is necessary in order to comply with the timeline for the construction of the project.

Facts and Issues:
The White Sulphur Road Realignment Project involves the creation of approximately 0.75 miles of commercial roadway and the closing of the current railroad crossing near Cagle Road.

Options:

Funding Requested $ 1,023,300.00

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	EW	WG

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Financial Supplement
Declaration of Taking - Parcels 1, 3, & 7
Resolution - Parcels 1, 3, & 7

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 95/2024

Funds Requested: $ 1,023,300.00

Request Budgeted: Yes

Proposed Source of Funding:

SPLOST VII

Budget Transfer Requested:

Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	323-SPLOST VII	4971-ENGINEERING	541100-LAND	$1,023,300.00

Budget Transfer Items:

Fiscal Year	Fund	Division	Account	Amount
2024	323-SPLOST VII			$-1,023,300.00
2024	323-SPLOST VII	4971-ENGINEERING	541100-LAND	$1,023,300.00

Additional Information/Comments:

This budget transfer will move funds from FY 2025 and FY 2026 SPLOST VII White Sulphur Realignment into FY 2024.

Contact for Questions:

Phone:

IN THE SUPERIOR COURT FOR THE COUNTY OF HALL
STATE OF GEORGIA

HALL COUNTY, GEORGIA,	)	
	)	
Petitioner-Condemnor,	)	
	)	
VS.	)	**CIVIL ACTION**
	)	**FILE NO. _____**
That certain rights of way and certain easements over, across, and through certain property owned by DANJI, LLC, said Property being located in Hall County, Georgia, being designated as tax map numbers 15020A000012, 15020A000012A, and 15020A000010 by the taxing authorities of Hall County, said Properties being known as 2862 White Sulphur Road, 2894 White Sulphur Road, and 3323 Seymour Road, respectively, and being the properties shown as PARCELS 1, 3, and 7 on plans prepared by Volkert, Inc., entitled "White Sulphur Road Realignment Project," said plans having an approval date of February 14, 2023 (the "Project Plans"); said rights of way and easements consist of the following:	)	**(PARCEL NOS. 1, 3, and 7)**
	)	
That certain Right of Way shown on the Project Plans for Parcel 1, containing 0.482 acre, more or less;	)	
	)	**DECLARATION OF TAKING**
That certain Right of Way shown on the Project Plans for Parcel 1, containing 0.031 acre, more or less;	)	
	)	
That certain Right of Way shown on the Project Plans for Parcel 3, containing 3.476 acres, more or less;	)	
	)	
That certain Right of Way shown on the Project Plans for Parcel 7, containing 1.108 acres, more or less;	)	
	)	
That certain Permanent Easement, as shown on the Project Plans for Parcel 1, for the purpose of drainage, consisting of 0.353 acre, more or less;	)	

That certain <u>Permanent Easement</u>, as shown on the Project Plans for Parcel 1, for the purpose of drainage, consisting of 0.090 acre, more or less;

That certain <u>Permanent Easement</u>, as shown on the Project Plans for Parcel 3, for the purpose of drainage, consisting of 0.053 acre, more or less;

That certain <u>Permanent Easement</u>, as shown on the Project Plans for Parcel 3, for the purpose of drainage, consisting of 0.075 acre, more or less;

That certain <u>Permanent Easement</u>, as shown on the Project Plans for Parcel 3, for the purpose of drainage, consisting of 1.148 acres, more or less;

That certain <u>Permanent Easement</u>, as shown on the Project Plans for Parcel 7, for the purpose of drainage, consisting of 0.044 acre, more or less;

That certain <u>Permanent Easement</u>, as shown on the Project Plans for Parcel 7, for the purpose of drainage, consisting of 0.299 acre, more or less;

That certain <u>Temporary Construction Easement</u>, as shown on the Project Plans for Parcel 1, for the purpose of constructing slopes, consisting of 1.261 acres, more or less;

That certain <u>Temporary Construction Easement</u>, as shown on the Project Plans for Parcel 3, for the purpose of constructing slopes, consisting of 0.006 acre, more or less;

That certain <u>Temporary Construction Easement</u>, as shown on the Project Plans for Parcel 3, for the purpose of constructing slopes, consisting of 2.136 acres, more or less;

That certain <u>Temporary Construction Easement</u>, as shown on the Project Plans for Parcel 3, for the purpose of constructing slopes, consisting of 0.063 acre, more or less;	)
That certain <u>Temporary Construction Easement</u>, as shown on the Project Plans for Parcel 3, for the purpose of constructing slopes, consisting of 2.031 acre, more or less;	)
That certain <u>Temporary Construction Easement</u>, as shown on the Project Plans for Parcel 7, for the purpose of constructing slopes, consisting of 0.927 acre, more or less;	)
That certain <u>Temporary Construction Easement</u>, as shown on the Project Plans for Parcel 7, for the purpose of constructing slopes, consisting of 0.906 acre, more or less;	)
DANJI, LLC;	)
JIMCO INSURANCE COMPANY OF GEORGIA, LTD;	)
Honorable Patty Walters Laine, Judge of the Probate Court of Hall County;	)
Honorable Darla Eden, Tax Commissioner of Hall County, Georgia; and	)
To any and all persons having or claiming any right or interest in and to said Property,	)
Respondents-Condemnees.	)

DECLARATION OF TAKING

WHEREAS, the Board of Commissioners of Hall County, Georgia (the "Board of Commissioners"), adopted a Resolution on March 14, 2024 (the "Authorizing Resolution"), authorizing and directing the Chairman of the Board of Commissioners and the law firm of Stewart, Melvin & Frost, LLP to proceed with the condemnation of a portion of certain property located in Hall County, Georgia, for the purpose of acquiring, for public road purposes, certain rights of way and temporary easements for the purpose of constructing slopes in connection with

roadway improvements for and the realignment of White Sulphur Road in Hall County, Georgia (the "Project"); and

WHEREAS, Project is located in Land District 19, G.M.D. 403 and 411, and Land Lot 111 of Hall County, Georgia, and consists of the realignment of White Sulphur Road to improve traffic flow in the vicinity as a result of the Blue Ridge Connector (Inland Port); and

WHEREAS, plans for the Project were designed by Volkert, Inc. and are entitled "White Sulphur Road Realignment Project," Purchase Order Number 1162100, and have an approval date of February 14, 2023 (the "Project Plans"); and

WHEREAS, a certified copy of said Authorizing Resolution of the Board of Commissioners and its incorporated attachments is attached hereto as **Schedule 1**, and by reference made a part hereof; and

WHEREAS, said rights of way and easements are being acquired for public road purposes upon, across, and over property owned by DANJI, LLC, which property is described on **Schedule 1: Resolution, Attachment 1**, attached hereto and by reference made a part hereof (the "Property"), which Property is located at 2862 White Sulphur Road, Gainesville, Georgia 30501 ("Parcel 1"); 2894 White Sulphur Road, Gainesville, Georgia 30501 ("Parcel 3"); 3323 Seymour Road, Gainesville, Georgia 30501 ("Parcel 7"), said **Attachment 1** being a description of the entirety of the Property owned by said Condemnee; and

WHEREAS, the Board of Commissioners has found that it is necessary to acquire the title, estates, or interests in said property as provided in the Authorizing Resolution and that said taking is authorized by the provisions of the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19; and

WHEREAS, the property or interests necessary to be acquired by condemnation in connection with the construction of the Project (the "Acquired Interests"), are believed to be owned by DANJI, LLC, whose principal office address is P.O. Box 2935, Gainesville, Georgia 30503; and

WHEREAS, the Acquired Interests are described as follows:

(1) Parcel 1

a. A right of way consisting of 0.482 acre, more or less. A metes and bounds description of said right of way is attached hereto as **Schedule 1: Resolution, Attachment 2**, and by reference made a part hereof; and

b. A right of way consisting of 0.031 acre, more or less. A metes and bounds description of said right of way is attached hereto as **Schedule 1: Resolution, Attachment 3**, and by reference made a part hereof; and

c. A permanent easement for the purpose of drainage, consisting of 0.353 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 4**, and by reference made a part hereof; and

d. A permanent easement for the purpose of drainage, consisting of 0.090 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 5**, and by reference made a part hereof; and

e. A temporary easement for the construction of slopes, consisting of 1.261 acres, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 6**, and by reference made a part hereof; and

(2) Parcel 3

a. A right of way consisting of 3.476 acres, more or less. A metes and bounds description of said right of way is attached hereto as **Schedule 1: Resolution, Attachment 7**, and by reference made a part hereof; and

b. A permanent easement for the purpose of drainage, consisting of 0.053 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 8**, and by reference made a part hereof; and

c. A permanent easement for the purpose of drainage, consisting of 0.075 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 9**, and by reference made a part hereof; and

d. A permanent easement for the purpose of drainage, consisting of 1.148 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 10**, and by reference made a part hereof; and

e. A temporary easement for the purpose of constructing and maintaining slopes, consisting of 0.006 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 11**, and by reference made a part hereof; and

f. A temporary easement for the purpose of constructing and maintaining slopes, consisting of 2.136 acres, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 12**, and by reference made a part hereof; and

g. A temporary easement for the purpose of constructing and maintaining slopes, consisting of 0.063 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 13**, and by reference made a part hereof; and

h. A temporary easement for the purpose of constructing and maintaining slopes, consisting of 2.031 acres, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 14**, and by reference made a part hereof; and

(3) Parcel 7

a. A right of way consisting of 1.108 acres, more or less. A metes and bounds description of said right of way is attached hereto as **Schedule 1: Resolution, Attachment 15**, and by reference made a part hereof; and

b. A permanent easement for the purpose of drainage, consisting of .044 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 16**, and by reference made a part hereof; and

c. A permanent easement for the purpose of drainage, consisting of 0.299 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 17**, and by reference made a part hereof; and

d. A temporary easement for the purpose of constructing and maintaining slopes, consisting of 0.927 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 18**, and by reference made a part hereof; and

e. A temporary easement for the purpose of constructing and maintaining slopes, consisting of 0.906 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 19**, and by reference made a part hereof; and

WHEREAS, in order to estimate the sum of money to be deposited with the Court as just and adequate compensation for the Acquired Interests proposed to be condemned, Hall County has caused an investigation and report to be made by a competent land appraiser, a copy of the sworn statement of said appraiser being attached hereto as **Schedule 2: Appraiser's Statement**, and by reference made a part hereof; and

WHEREAS, in reliance upon said Appraiser's Statement, Petitioner estimates that the just compensation to be paid for the Acquired Interests (as described in **Schedule 1: Resolution, Attachments 2-19**, attached hereto) is **$1,023,300.00,** and contemporaneously with the filing of

this Declaration of Taking, Petitioner deposits said sum in the Court for the use of the persons entitled hereto.

NOW, THEREFORE, the premises considered, Hall County, Georgia, under authority of the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19, hereby declares that the Acquired Interests (as described in **Schedule 1: Resolution, Attachments 2-19,** attached hereto and made a part of this Declaration), are being taken for county road purposes.

This _____day of _____, 2024.

BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA

By: _____
Chairman

_____
ATTEST:
Jennifer Rivera, County Clerk
(SEAL)

Approved as to form:

_____
County Attorney
William J. Linkous, III

Schedule 1 to Declaration of Taking

(Certified copy of Authoring Resolution adopted by the County)

Schedule 2 to Declaration of Taking

(Copy of Appraiser's Statement)

RESOLUTION
(Parcel Nos. 1, 3, and 7)

A RESOLUTION TO AUTHORIZE STEWART, MELVIN & FROST, LLP, AS SPECIAL COUNSEL TO HALL COUNTY, TO PROCEED WITH THE ACQUISITION BY DEED OR BY CONDEMNATION OF THAT CERTAIN PROPERTY OWNED BY DANJI, LLC FOR PUBLIC ROAD PURPOSES; TO AUTHORIZE THE CHAIRMAN OF THE BOARD OF COMMISSIONERS TO EXECUTE ANY DOCUMENTS NECESSARY AND PROPER FOR THE ACQUISITION OF SAID PROPERTY, SUBJECT TO THE REVIEW OF THE COUNTY ATTORNEY; AND FOR SUCH OTHER PURPOSES.

WHEREAS, Article IX, Section II, Paragraph V of the Georgia Constitution of 1983 authorizes counties to exercise the right of eminent domain; and

WHEREAS, O.C.G.A. § 32-3-1, *et seq.* provides for acquisition of property for public road purposes; and

WHEREAS, on February 14, 2023, the location and design of the White Sulphur Road Realignment Project (Federal Award ID Number 04-0107651 and Purchase Order Number 1162100) were approved, a plat or map showing the location and design of said Project ("Project Plans") is on file with Hall County Public Works and Hall County Board of Commissioners Office; and

WHEREAS, said White Sulphur Road Realignment Project (the "Project") is located in Land District 19, G.M.D. 403 and 411, and Land Lot 111 of Hall County, Georgia, and consists of the realignment of White Sulphur Road to improve traffic flow in the vicinity as a result of the Blue Ridge Connector (Inland Port); and

WHEREAS, the Hall County Board of Commissioners (the "Board of Commissioners") has determined that the Project is a public road purpose permitted by law; and

WHEREAS, the Board of Commissioners has further determined that in order to construct the Project it must acquire, by deed or by condemnation proceedings, certain rights of way and easements along certain properties along the proposed White Sulphur Road Realignment Project; and

WHEREAS, portions of the property necessary to be acquired for the Project are owned by DANJI, LLC (hereinafter referred to as "Owner"); and

WHEREAS, DANJI, LLC is the owner of four properties upon which certain rights of ways and easement shall be acquired for the Project, to wit: 1) 2862 White Sulphur Road, Gainesville, Georgia 30501 (Parcel ID 15020000012); 2) 2894 White Sulphur Road, Gainesville, Georgia 30501 (Parcel ID 15020A000012A); and 3) 3323 Seymour Road, Gainesville, Georgia 30501 (Parcel ID 15020A000010); and

WHEREAS, a description of the entirety of the properties affected, which are owned by Owner is attached hereto as **Attachment 1**, and by reference made a part hereof (said properties being hereinafter sometimes referred to according to the Department of Transportation Plans for the

Project as follows: Parcel ID Parcel ID 15020000012 as Parcel 1, Parcel ID 15020A000012A as Parcel 3, and Parcel ID 15020A000010 as Parcel 7); and

WHEREAS, Board of Commissioners has further determined that the portions of Parcel 1 necessary to be acquired in connection with the construction of the Project are as follows:

(1) A right of way consisting of 0.482 acre, more or less. A metes and bounds description of said right of way is attached hereto as **Attachment 2**, and by reference made a part hereof; and

(2) A right of way consisting of 0.031 acre, more or less. A metes and bounds description of said right of way is attached hereto as **Attachment 3**, and by reference made a part hereof; and

(3) A permanent easement for the purpose of drainage, consisting of 0.353 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Attachment 4**, and by reference made a part hereof; and

(4) A permanent easement for the purpose of drainage, consisting of 0.090 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Attachment 5**, and by reference made a part hereof; and

(5) A temporary easement for the construction of slopes, consisting of 1.261 acres, more or less. A metes and bounds description of said temporary easement is attached hereto as **Attachment 6**, and by reference made a part hereof; and

WHEREAS, Board of Commissioners has further determined that the portions of Parcel 3 necessary to be acquired in connection with the construction of the Project are as follows:

(6) A right of way consisting of 3.476 acres, more or less. A metes and bounds description of said right of way is attached hereto as **Attachment 7**, and by reference made a part hereof; and

(7) A permanent easement for the purpose of drainage, consisting of 0.053 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Attachment 8**, and by reference made a part hereof; and

(8) A permanent easement for the purpose of drainage, consisting of 0.075 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Attachment 9**, and by reference made a part hereof; and

(9) A permanent easement for the purpose of drainage, consisting of 1.148 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Attachment 10**, and by reference made a part hereof; and

(10) A temporary easement for the purpose of constructing and maintaining slopes, consisting of 0.006 acre, more or less. A metes and bounds description of said

temporary easement is attached hereto as **Attachment 11**, and by reference made a part hereof; and

(11) A temporary easement for the purpose of constructing and maintaining slopes, consisting of 2.136 acres, more or less. A metes and bounds description of said temporary easement is attached hereto as **Attachment 12**, and by reference made a part hereof; and

(12) A temporary easement for the purpose of constructing and maintaining slopes, consisting of 0.063 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Attachment 13**, and by reference made a part hereof; and

(13) A temporary easement for the purpose of constructing and maintaining slopes, consisting of 2.031 acres, more or less. A metes and bounds description of said temporary easement is attached hereto as **Attachment 14**, and by reference made a part hereof; and

WHEREAS, Board of Commissioners has further determined that the portions of Parcel 7 necessary to be acquired in connection with the construction of the Project are as follows:

(14) A right of way consisting of 1.108 acres, more or less. A metes and bounds description of said right of way is attached hereto as **Attachment 15**, and by reference made a part hereof; and

(15) A permanent easement for the purpose of drainage, consisting of .044 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Attachment 16**, and by reference made a part hereof; and

(16) A permanent easement for the purpose of drainage, consisting of 0.299 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Attachment 17**, and by reference made a part hereof; and

(17) A temporary easement for the purpose of constructing and maintaining slopes, consisting of 0.927 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Attachment 18**, and by reference made a part hereof; and

(18) A temporary easement for the purpose of constructing and maintaining slopes, consisting of 0.906 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Attachment 19**, and by reference made a part hereof; and

WHEREAS, attached hereto as **Attachment 20**, and by reference made a part hereof, is a copy of the section of the Project Plans showing the right of way and easements proposed to be acquired by deed or by condemnation proceedings through, over, and across said Parcels 1, 3, and 7 (the "Parcels 1, 3, and 7 Property Rights").

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, in regular session, that authority is hereby delegated to the Chairman of the Board of Commissioners, through his duly constituted nominees, and the law firm of Stewart, Melvin & Frost, LLP, to proceed with the acquisition of the Parcels 1, 3, and 7 Property Rights in such manner as in the discretion of said Chairman of the Board may be necessary or proper for the construction of the Project, including by purchase, contract, or condemnation, and said Chairman of the Board is hereby authorized and directed to initiate such proceedings, perform such acts, and execute such papers as they may deem reasonably proper and necessary to carry out the intent of this Resolution.

RESOLVED FURTHER that the Board hereby authorizes and directs that the Owner shall be paid just compensation for the above described acquisition in the amount of **$1,023,300.00**, which amount is the fair market value of the Parcels 1, 3, and 7 Property Rights as determined by independent appraisal.

RESOLVED FURTHER that the Board hereby ratifies and approves the acquisition of any interests in property necessary and proper for the construction of the Project which may have been acquired prior to the effective date of this resolution.

RESOLVED FURTHER that if any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Resolution shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Resolution as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Resolution not so held to be invalid. It is hereby declared to be the intent of the Board of Commissioners to provide for separable and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

This Resolution is adopted in regular session of the Board of Commissioners, this 14th day of March, 2024, to become effective immediately upon its execution, the public health, safety, and general welfare demanding it.

HALL COUNTY BOARD OF COMMISSIONERS

_____
Richard Higgins, Chairman

_____
Commissioner, District 1
Kathy Cooper

_____
Commissioner, District 2
Billy Powell

_____

Commissioner, District 3
Gregg Poole

_____
Commissioner, District 4
Jeff Stowe

_____
ATTEST:
Jennifer Rivera, County Clerk

(SEAL)

Approved as to form:

_____
County Attorney
William J. Linkous, III

Attachment 1

(Legal Description of the Entirety of Owner's Property)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 1**
	TAX MAP #: 15020000012
OWNER: DANJI, LLC	
	2862 White Sulphur Road

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 3**
	TAX MAP #: 15020A000012A
OWNER: DANJI, LLC	
	2894 White Sulphur Road

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 7**
	TAX MAP #: 15020A000010
OWNER: DANJI, LLC	
	3323 Seymour Road

Attachment 2

(Parcel 1)
(Legal Description of Right of Way)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 1**
	TAX MAP #: 15020000012
OWNER: DANJI, LLC	
	2862 White Sulphur Road

Attachment 3

(Parcel 1)
(Legal Description of Right of Way)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 1**
	TAX MAP #: 15020000012
OWNER: DANJI, LLC	
	2862 White Sulphur Road

Attachment 4

(Parcel 1)
(Legal Description of Permanent Easement for Drainage)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 1**
	TAX MAP #: 15020000012
OWNER: DANJI, LLC	
	2862 White Sulphur Road

Attachment 5

(Parcel 1)
(Legal Description of Permanent Easement for Drainage)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 1**
	TAX MAP #: 15020000012
OWNER: DANJI, LLC	
	2862 White Sulphur Road

Attachment 6

(Parcel 1)
(Legal Description of Temporary Easement for Slopes)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 1**
	TAX MAP #: 15020000012
OWNER: DANJI, LLC	
	2862 White Sulphur Road

Attachment 7

(Parcel 3)
(Legal Description of Right of Way)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 3**
	TAX MAP #: 15020000012A
OWNER: DANJI, LLC	
	2894 White Sulphur Road

Attachment 8

(Parcel 3)
(Legal Description of Permanent Easement for Drainage)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 3**
	TAX MAP #: 15020000012A
OWNER: DANJI, LLC	
	2894 White Sulphur Road

Attachment 9

(Parcel 3)
(Legal Description of Permanent Easement for Drainage)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 3**
	TAX MAP #: 15020000012A
OWNER: DANJI, LLC	
	2894 White Sulphur Road

Attachment 10

(Parcel 3)
(Legal Description of Permanent Easement for Drainage)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 3**
	TAX MAP #: 15020000012A
OWNER: DANJI, LLC	
	2894 White Sulphur Road

Attachment 11

(Parcel 3)
(Legal Description of Temporary Easement for Slopes)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 3**
	TAX MAP #: 15020000012A
OWNER: DANJI, LLC	
	2894 White Sulphur Road

Attachment 12

(Parcel 3)
(Legal Description of Temporary Easement for Slopes)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 3**
	TAX MAP #: 15020000012A
OWNER: DANJI, LLC	
	2894 White Sulphur Road

Attachment 13

(Parcel 3)
(Legal Description of Temporary Easement for Slopes)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 3**
	TAX MAP #: 15020000012A
OWNER: DANJI, LLC	
	2894 White Sulphur Road

Attachment 14

(Parcel 3)
(Legal Description of Temporary Easement for Slopes)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 3**
	TAX MAP #: 15020000012A
OWNER: DANJI, LLC	
	2894 White Sulphur Road

Attachment 15

(Parcel 7)
(Legal Description of Right of Way)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 7**
	TAX MAP #: 15020000010
OWNER: DANJI, LLC	
	3323 Seymour Road

Attachment 16

(Parcel 7)
(Legal Description of Permanent Easement for Drainage)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 7**
	TAX MAP #: 15020000010
OWNER: DANJI, LLC	
	3323 Seymour Road

Attachment 17

(Parcel 7)
(Legal Description of Permanent Easement for Drainage)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 7**
	TAX MAP #: 15020000010
OWNER: DANJI, LLC	
	3323 Seymour Road

Attachment 18

(Parcel 7)
(Legal Description of Temporary Easement for Slopes)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 7**
	TAX MAP #: 15020000010
OWNER: DANJI, LLC	
	3323 Seymour Road

Attachment 19

(Parcel 7)
(Legal Description of Temporary Easement for Slopes)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 7**
	TAX MAP #: 15020000010
OWNER: DANJI, LLC	
	3323 Seymour Road

Attachment 20

(Section of Project Plans Depicting Parcels 1, 3, and 7 and Call Sheets for Parcels 1, 3, and 7)

GEORGIA, HALL COUNTY.

I, JENNIFER RIVERA, do hereby certify that I am the Clerk of the Board of Commissioners of Hall County, Georgia.

I further certify that the foregoing pages constitute a true, correct, and exact copy of a Resolution passed by the Board of Commissioners on March 14, 2024, and that the original of said Resolution is on file in the Hall County Commission Office, Hall County Government Center, 2875 Browns Bridge Road, Gainesville, Georgia 30504.

Given under my hand and seal of Hall County, Georgia this _____ day of _____, 2024.

_____
JENNIFER RIVERA
Clerk of the Board of Commissioners of
Hall County, Georgia.

(SEAL OF HALL COUNTY)

1137852-1

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 96/2024

SUBJECT: Approval and authorization for the Chairman to execute a resolution authorizing the exercise of the power of eminent domain, for public road purposes, with regard to the White Sulphur Road Realignment Project, Parcels 4, 5, and 6, Hall County tax parcel numbers 15020A000011, 15020A000031, and 15020A000020, also known as 3331 Seymour Road, 3340 Seymour Road, and 3328 Seymour Road, presently owned by Benji B. Miller, and further authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcels, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 03/11/24

Voting Meeting Date: 03/14/24

Executive Summary:

Presenter: BN

Recommendation:
Approve.

Purpose of Request:

Authorizing Resolution for the exercise of the power of eminent domain for the White Sulphur Road Realignment Project (P.I. # 1162100), regarding Parcels 4, 5, and 6, presently owned by Benji B. Miller.

History:
The County's land acquisition agent has engaged in negotiations with the property owner to arrive at just and adequate compensation for the portion of the property to be acquired. Negotiations have been unsuccessful to date. Condemnation is necessary in order to comply with the timeline for construction of the project.

Facts and Issues:
The White Sulphur Road Realignment Project involves the creation of approximately 0.75 miles of commercial roadway and the closing of the current railroad crossing near Cagle Road.

Options:

Funding Requested $ 421,900.00

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	EW	WG

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Financial Supplement
Resolution - Parcels 4, 5, & 6
Declaration of Taking - Parcels 4, 5, & 6

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 96/2024

Funds Requested: $ 421,900.00

Request Budgeted: Yes

Proposed Source of Funding:

SPLOST VII

Budget Transfer Requested:

Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	323-SPLOST VII	4971-ENGINEERING	541100-LAND	$421,900.00

Budget Transfer Items:

Fiscal Year	Fund	Division	Account	Amount
2024	323-SPLOST VII			$-421,900.00
2024	323-SPLOST VII	4971-ENGINEERING	541100-LAND	$421,900.00

Additional Information/Comments:

This budget transfer will move funds from FY 2026 SPLOST VII White Sulphur Realignment into FY 2024.

Contact for Questions:

Phone:

RESOLUTION
(Parcel Nos. 4, 5, and 6)

A RESOLUTION TO AUTHORIZE STEWART, MELVIN & FROST, LLP, AS SPECIAL COUNSEL TO HALL COUNTY, TO PROCEED WITH THE ACQUISITION BY DEED OR BY CONDEMNATION OF THAT CERTAIN PROPERTY OWNED BY BENJI BRONSON MILLER FOR PUBLIC ROAD PURPOSES; TO AUTHORIZE THE CHAIRMAN OF THE BOARD OF COMMISSIONERS TO EXECUTE ANY DOCUMENTS NECESSARY AND PROPER FOR THE ACQUISITION OF SAID PROPERTY, SUBJECT TO THE REVIEW OF THE COUNTY ATTORNEY; AND FOR SUCH OTHER PURPOSES.

WHEREAS, Article IX, Section II, Paragraph V of the Georgia Constitution of 1983 authorizes counties to exercise the right of eminent domain; and

WHEREAS, O.C.G.A. § 32-3-1, *et seq.* provides for acquisition of property for public road purposes; and

WHEREAS, on February 14, 2023, the location and design of the White Sulphur Road Realignment Project (Federal Award ID Number 04-0107651 and Purchase Order Number 1162100) were approved, a plat or map showing the location and design of said Project ("Project Plans") is on file with Hall County Public Works and Hall County Board of Commissioners Office; and

WHEREAS, said White Sulphur Road Realignment Project (the "Project") is located in Land District 19, G.M.D. 403 and 411, and Land Lot 111 of Hall County, Georgia, and consists of the realignment of White Sulphur Road to improve traffic flow in the vicinity as a result of the Blue Ridge Connector (Inland Port); and

WHEREAS, the Hall County Board of Commissioners (the "Board of Commissioners") has determined that the Project is a public road purpose permitted by law; and

WHEREAS, the Board of Commissioners has further determined that in order to construct the Project it must acquire, by deed or by condemnation proceedings, certain rights of way and easements along certain properties along the proposed White Sulphur Road Realignment Project; and

WHEREAS, portions of the property necessary to be acquired for the Project are owned by Benji Bronson Miller (hereinafter referred to as "Owner"); and

WHEREAS, Benji Bronson Miller is the owner of three properties upon which certain rights of way and easements shall be acquired for the Project, to wit: 1) 3340 Seymour Road, Gainesville, Georgia 30501 (Parcel ID 15020A000020); 2) 3331 Seymour Road, Gainesville, Georgia 30501 (Parcel ID 15020A000011); and 3) 3337 Seymour Road, Gainesville, Georgia 30501 (Parcel ID 15020A000031); and

WHEREAS, a description of the entirety of the properties affected, which are owned by Owner is attached hereto as **Attachment 1**, and by reference made a part hereof (said properties being hereinafter sometimes referred to according to the Department of Transportation Plans for the

Project as follows: 1) 3340 Seymour Road, Gainesville, Georgia 30501 (Parcel ID 15020A000020) is referred to as Parcel 4; 2) 3331 Seymour Road, Gainesville, Georgia 30501 (Parcel ID 15020A000011) is referred to as Parcel 5; 3) 3337 Seymour Road, Gainesville, Georgia 30501 (Parcel ID 15020A000031) is referred to as Parcel 6; and

WHEREAS, Board of Commissioners has further determined that the portions of Parcel 4 necessary to be acquired in connection with the construction of the Project are as follows:

(1) A right of way consisting of 0.027 acre, more or less. A metes and bounds description of said right of way is attached hereto as **Attachment 2**, and by reference made a part hereof; and

(2) A temporary easement for the purpose of constructing and maintaining slopes, consisting of 0.233 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Attachment 3**, and by reference made a part hereof; and

WHEREAS, Board of Commissioners has further determined that the portions of Parcel 5 necessary to be acquired in connection with the construction of the Project are as follows:

(1) A right of way consisting of 0.349 acre, more or less. A metes and bounds description of said right of way is attached hereto as **Attachment 4**, and by reference made a part hereof; and

(2) A right of way consisting of 0.127 acre, more or less. A metes and bounds description of said right of way is attached hereto as **Attachment 5**, and by reference made a part hereof; and

(3) A temporary easement for the purpose of constructing and maintaining slopes, consisting of 0.046 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Attachment 6**, and by reference made a part hereof; and

(4) A temporary easement for the purpose of constructing and maintaining slopes, consisting of 0.127 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Attachment 7**, and by reference made a part hereof; and

(5) A temporary easement for the purpose of constructing and maintaining slopes, consisting of 0.071 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Attachment 8**, and by reference made a part hereof; and

WHEREAS, Board of Commissioners has further determined that the portions of Parcel 6 necessary to be acquired in connection with the construction of the Project are as follows:

(1) A right of way consisting of 0.446 acre, more or less. A metes and bounds description of said right of way is attached hereto as **Attachment 9**, and by reference made a part hereof; and

(2) A temporary easement for the purpose of constructing and maintaining slopes, consisting of 0.632 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Attachment 10**, and by reference made a part hereof; and

(3) A temporary easement for the purpose of constructing and maintaining slopes, consisting of 0.003 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Attachment 11**, and by reference made a part hereof; and

WHEREAS, attached hereto as **Attachment 12**, and by reference made a part hereof, is a copy of the section of the Project Plans showing the right of way and easements proposed to be acquired by deed or by condemnation proceedings through, over, and across said Parcels 4, 5, and 6 (the "Parcels 4, 5, and 6 Property Rights").

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, in regular session, that authority is hereby delegated to the Chairman of the Board of Commissioners, through his duly constituted nominees, and the law firm of Stewart, Melvin & Frost, LLP, to proceed with the acquisition of the Parcels 4, 5, and 6 Property Rights in such manner as in the discretion of said Chairman of the Board may be necessary or proper for the construction of the Project, including by purchase, contract, or condemnation, and said Chairman of the Board is hereby authorized and directed to initiate such proceedings, perform such acts, and execute such papers as they may deem reasonably proper and necessary to carry out the intent of this Resolution.

RESOLVED FURTHER that the Board hereby authorizes and directs that the Owner shall be paid just compensation for the above described acquisition in the amount of **$421,900.00**, which amount is the fair market value of the Parcels 4, 5, and 6 Property Rights as determined by independent appraisal.

RESOLVED FURTHER that the Board hereby ratifies and approves the acquisition of any interests in property necessary and proper for the construction of the Project which may have been acquired prior to the effective date of this resolution.

RESOLVED FURTHER that if any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Resolution shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Resolution as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Resolution not so held to be invalid. It is hereby declared to be the intent of the Board of Commissioners to provide for separable and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

This Resolution is adopted in regular session of the Board of Commissioners, this 14th day of March, 2024, to become effective immediately upon its execution, the public health, safety, and general welfare demanding it.

HALL COUNTY BOARD OF COMMISSIONERS

_____
Richard Higgins, Chairman

_____
Commissioner, District 1
Kathy Cooper

_____
Commissioner, District 2
Billy Powell

_____
Commissioner, District 3
Gregg Poole

_____
Commissioner, District 4
Jeff Stowe

_____
ATTEST:
Jennifer Rivera, County Clerk

(SEAL)

Approved as to form:

_____
County Attorney
William J. Linkous, III

Attachment 1
(Legal Description of the Entirety of Owner's Property)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 4**
	TAX MAP #: 15020A000020
OWNER: BENJI BRONSON MILLER	
	3340 Seymour Road

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 5**
	TAX MAP #: 15020A000011
OWNER: BENJI BRONSON MILLER	
	3331 Seymour Road

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 6**
	TAX MAP #: 15020A000031
OWNER: BENJI BRONSON MILLER	
	3337 Seymour Road

Attachment 2
(Parcel 4)
(Legal Description of Right of Way)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 4**
	TAX MAP #: 15020A000020
OWNER: BENJI BRONSON MILLER	
	3340 Seymour Road

Attachment 3

(Parcel 4)
(Legal Description of Temporary Slopes Easement)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 4**
	TAX MAP #: 15020A000020
OWNER: BENJI BRONSON MILLER	
	3340 Seymour Road

Attachment 4

(Parcel 5)
(Legal Description of Right of Way)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 5**
	TAX MAP #: 15020A000011
OWNER: BENJI BRONSON MILLER	
	3331 Seymour Road

Attachment 5

(Parcel 5)
(Legal Description of Right of Way)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 5**
	TAX MAP #: 15020A000011
OWNER: BENJI BRONSON MILLER	
	3331 Seymour Road

(Parcel 5)
(Legal Description of Temporary Easement for Slopes)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 5**
	TAX MAP #: 15020A000011
OWNER: BENJI BRONSON MILLER	
	3331 Seymour Road

Attachment 7

(Parcel 5)
(Legal Description of Temporary Easement for Slopes)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 5**
	TAX MAP #: 15020A000011
OWNER: BENJI BRONSON MILLER	
	3331 Seymour Road

Attachment 8

(Parcel 5)
(Legal Description of Temporary Easement for Slopes)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 5**
	TAX MAP #: 15020A000011
OWNER: BENJI BRONSON MILLER	
	3331 Seymour Road

Attachment 9

(Parcel 6)
(Legal Description of Right of Way)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 6**
	TAX MAP #: 15020A000031
OWNER: BENJI BRONSON MILLER	
	3337 Seymour Road

Attachment 10

(Parcel 6)
(Legal Description of Temporary Easement for Slopes)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 6**
	TAX MAP #: 15020A000031
OWNER: BENJI BRONSON MILLER	
	3337 Seymour Road

Attachment 11

(Parcel 6)
(Legal Description of Temporary Easement for Slopes)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 6**
	TAX MAP #: 15020A000031
OWNER: BENJI BRONSON MILLER	
	3337 Seymour Road

Attachment 12

(Plat of Project Plans Depicting Parcels 4, 5, and 6 and Call Sheets for Parcels 4, 5, and 6)

GEORGIA, HALL COUNTY.

I, JENNIFER RIVERA, do hereby certify that I am the Clerk of the Board of Commissioners of Hall County, Georgia.

I further certify that the foregoing pages constitute a true, correct, and exact copy of a Resolution passed by the Board of Commissioners on March 14, 2024, and that the original of said Resolution is on file in the Hall County Commission Office, Hall County Government Center, 2875 Browns Bridge Road, Gainesville, Georgia 30504.

Given under my hand and seal of Hall County, Georgia this _____ day of _____, 2024.

_____
JENNIFER RIVERA
Clerk of the Board of Commissioners of
Hall County, Georgia.

(SEAL OF HALL COUNTY)

1137852-1

IN THE SUPERIOR COURT FOR THE COUNTY OF HALL
STATE OF GEORGIA

HALL COUNTY, GEORGIA, **Petitioner-Condemnor,**	
VS. **That certain rights of way and certain easements over, across, and through certain property owned by BENJI BRONSON MILLER (the "Property"), said Property being located in Hall County, Georgia, being designated as tax map numbers 15020A000020, 15020A000011, and 15020A000031 by the taxing authorities of Hall County, said Properties being known as 3340 Seymour Road, 3331 Seymour Road, 3337 Seymour Road, respectively, and being the properties shown as <u>PARCELS 4, 5, and 6</u> on plans prepared by Volkert, Inc., entitled "White Sulphur Road Realignment Project," said plans having an approval date of February 14, 2023 (the "Project Plans"); said rights of way and easement consists of the following:** **That certain <u>Right of Way</u> shown on the Project Plans for Parcel 4, containing 0.027 acre, more or less;** **That certain <u>Right of Way</u> shown on the Project Plans for Parcel 5, containing 0.349 acre, more or less;** **That certain <u>Right of Way</u> shown on the Project Plans for Parcel 5, containing 0.127 acre, more or less;** **That certain <u>Right of Way</u> shown on the Project Plans for Parcel 6, containing 0.446 acre, more or less;** **That certain <u>Temporary Construction Easement</u> , as shown on the Project Plans for**	**CIVIL ACTION** **FILE NO. _____** **(PARCEL NOS. 4, 5, and 6)** **DECLARATION OF TAKING**

Parcel 4, for the purpose of constructing slopes, consisting of 0.233 acre, more or less;

That certain Temporary Construction Easement , as shown on the Project Plans for Parcel 5, for the purpose of constructing slopes, consisting of 0.046 acre, more or less;

That certain Temporary Construction Easement , as shown on the Project Plans for Parcel 5, for the purpose of constructing slopes, consisting of 0.127 acre, more or less

That certain Temporary Construction Easement , as shown on the Project Plans for Parcel 5, for the purpose of constructing slopes, consisting of 0.071 acre, more or less

That certain Temporary Construction Easement , as shown on the Project Plans for Parcel 6, for the purpose of constructing slopes, consisting of 0.632 acre, more or less;

That certain Temporary Construction Easement , as shown on the Project Plans for Parcel 6, for the purpose of constructing slopes, consisting of 0.003 acre, more or less;

BENJI BRONSON MILLER;

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as nominee for Advanced Lending Network;

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, as nominee for Quicken Loans, Inc.

Honorable Patty Walters Laine, Judge of the Probate Court of Hall County;

Honorable Darla Eden, Tax Commissioner of Hall County, Georgia; and

To any and all persons having or claiming any right or interest in and to said Property,	)
Respondents-Condemnees.	)

DECLARATION OF TAKING

WHEREAS, the Board of Commissioners of Hall County, Georgia (the "Board of Commissioners"), adopted a Resolution on March 14, 2024 (the "Authorizing Resolution"), authorizing and directing the Chairman of the Board of Commissioners and the law firm of Stewart, Melvin & Frost, LLP to proceed with the condemnation of a portion of certain property located in Hall County, Georgia, for the purpose of acquiring, for public road purposes, certain rights of way and temporary easements for the purpose of constructing slopes in connection with roadway improvements for and the realignment of White Sulphur Road in Hall County, Georgia (the "Project"); and

WHEREAS, Project is located in Land District 19, G.M.D. 403 and 411, and Land Lot 111 of Hall County, Georgia, and consists of the realignment of White Sulphur Road to improve traffic flow in the vicinity as a result of the Blue Ridge Connector (Inland Port); and

WHEREAS, plans for the Project were designed by Volkert, Inc. and are entitled "White Sulphur Road Realignment Project," Purchase Order Number 1162100, and have an approval date of February 14, 2023 (the "Project Plans"); and

WHEREAS, a certified copy of said Authorizing Resolution of the Board of Commissioners and its incorporated attachments is attached hereto as **Schedule 1**, and by reference made a part hereof; and

WHEREAS, said rights of way and easements are being acquired for public road purposes upon, across, and over property owned by BENJI BRONSON MILLER, which property is described on **Schedule 1: Resolution, Attachment 1**, attached hereto and by reference made a part hereof (the "Property"), which Property is located at 3340 Seymour Road, Gainesville, Georgia 30501 ("Parcel 4"); 3331 Seymour Road, Gainesville, Georgia 30501 ("Parcel 5"); 3337 Seymour Road, Gainesville, Georgia 30501 ("Parcel 6"), said **Attachment 1** being a description of the entirety of the Property owned by said Condemnee; and

WHEREAS, the Board of Commissioners has found that it is necessary to acquire the title, estates, or interests in said property as provided in the Authorizing Resolution and that said taking is authorized by the provisions of the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19; and

WHEREAS, the property or interests necessary to be acquired by condemnation in connection with the construction of the Project (the "Acquired Interests"), are believed to be owned

by BENJI BRONSON MILLER, whose address is 3337 Seymour Road, Gainesville, Georgia 30501; and

WHEREAS, the Acquired Interests are described as follows:

(1) Parcel 4

a. A right of way consisting of 0.027 acre, more or less. A metes and bounds description of said right of way is attached hereto as **Schedule 1: Resolution, Attachment 2**, and by reference made a part hereof; and

b. A temporary easement for the purpose of constructing and maintaining slopes, consisting of 0.233 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 3**, and by reference made a part hereof; and

(2) Parcel 5

a. A right of way consisting of 0.349 acre, more or less. A metes and bounds description of said right of way is attached hereto as **Schedule 1: Resolution, Attachment 4**, and by reference made a part hereof; and

b. A right of way consisting of 0.127 acre, more or less. A metes and bounds description of said right of way is attached hereto as **Schedule 1: Resolution, Attachment 5**, and by reference made a part hereof; and

c. A temporary easement for the purpose of constructing and maintaining slopes, consisting of 0.046 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 6**, and by reference made a part hereof; and

d. A temporary easement for the purpose of constructing and maintaining slopes, consisting of 0.127 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 7**, and by reference made a part hereof; and

e. A temporary easement for the purpose of constructing and maintaining slopes, consisting of 0.071 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 8**, and by reference made a part hereof; and

(3) Parcel 6:

a. A right of way consisting of 0.446 acre, more or less. A metes and bounds description of said right of way is attached hereto as **Schedule 1: Resolution, Attachment 9**, and by reference made a part hereof; and

b. A temporary easement for the purpose of constructing and maintaining slopes, consisting of 0.632 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 10**, and by reference made a part hereof; and

c. A temporary easement for the purpose of constructing and maintaining slopes, consisting of 0.003 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 11**, and by reference made a part hereof; and

WHEREAS, in order to estimate the sum of money to be deposited with the Court as just and adequate compensation for the Acquired Interests proposed to be condemned, Hall County has caused an investigation and report to be made by a competent land appraiser, a copy of the sworn statement of said appraiser being attached hereto as **Schedule 2: Appraiser's Statement**, and by reference made a part hereof; and

WHEREAS, in reliance upon said Appraiser's Statement, Petitioner estimates that the just compensation to be paid for the Acquired Interests (as described in **Schedule 1: Resolution, Attachments 2-12** (Schedule 1: Attachment 12 being a plat showing the lands taken) attached hereto) is **$421,900.00** and contemporaneously with the filing of this Declaration of Taking, Petitioner deposits said sum in the Court for the use of the persons entitled hereto.

NOW, THEREFORE, the premises considered, Hall County, Georgia, under authority of the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19, hereby declares that the Acquired Interests (as described in **Schedule 1: Resolution, Attachments 2-12,** attached hereto and made a part of this Declaration), are being taken for county road purposes.

This _____day of _____, 2024.

BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA

By: _____
Chairman

_____
ATTEST:
Jennifer Rivera, County Clerk
(SEAL)

Approved as to form:

_____
County Attorney
William J. Linkous, III

Schedule 1 to Declaration of Taking

(Certified copy of Authoring Resolution adopted by the County)

Schedule 2 to Declaration of Taking

(Copy of Appraiser's Statement)

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 97/2024

SUBJECT: Approval and authorization for the Chairman to execute a resolution authorizing the exercise of the power of eminent domain, for public road purposes, with regard to the White Sulphur Road Realignment Project, Parcel 8, Hall County tax parcel number 15020A000009, also known as 3330 White Sulphur Road, presently owned by Carol Ann Brown and Scott Puckett, Co-Trustees of the William and Patricia Puckett Irrevocable Trust, and further authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcel, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 03/11/24

Voting Meeting Date: 03/14/24

Executive Summary:

Presenter: BN

Recommendation:
Approve

Purpose of Request:
Authorizing Resolution for the exercise of the power of eminent domain for the White Sulphur Road Realignment Project (P.I. # 1162100), regarding Parcel 8, presently owned by Carol Ann Brown and Scott Puckett, Co-Trustees of the William and Patricia Puckett Irrevocable Trust.

History:
The County's land acquisition agent has engaged in negotiations with the property owner to arrive at just and adequate compensation for the portion of the property to be acquired. Negotiations have been unsuccessful to date. Condemnation is necessary in order to comply with the timeline for construction of the project.

Facts and Issues:
The White Sulphur Road Realignment Project involves the creation of approximately 0.75 miles of commercial roadway and the closing of the current railroad crossing near Cagle Road.

Options:

Funding Requested $ 36,000.00

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	EW	WG

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Financial Supplement
Resolution - Parcel 8
Declaration of Taking - Parcel 8

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 97/2024

Funds Requested: $ 36,000.00

Request Budgeted: Yes

Proposed Source of Funding:

SPLOST VII

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	323-SPLOST VII	4971-ENGINEERING	541100-LAND	$36,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions:

Phone:

RESOLUTION
(Parcel No. 8)

A RESOLUTION TO AUTHORIZE STEWART, MELVIN & FROST, LLP, AS SPECIAL COUNSEL TO HALL COUNTY, TO PROCEED WITH THE ACQUISITION BY DEED OR BY CONDEMNATION OF THAT CERTAIN PROPERTY OWNED BY CAROL ANN BROWN AND SCOTT PUCKETT, CO-TRUSTEES OF THE WILLIAM AND PATRICIA PUCKETT IRREVOCABLE TRUST DATED NOVEMBER 1, 2010, FOR PUBLIC ROAD PURPOSES; TO AUTHORIZE THE CHAIRMAN OF THE BOARD OF COMMISSIONERS TO EXECUTE ANY DOCUMENTS NECESSARY AND PROPER FOR THE ACQUISITION OF SAID PROPERTY, SUBJECT TO THE REVIEW OF THE COUNTY ATTORNEY; AND FOR SUCH OTHER PURPOSES.

WHEREAS, Article IX, Section II, Paragraph V of the Georgia Constitution of 1983 authorizes counties to exercise the right of eminent domain; and

WHEREAS, O.C.G.A. § 32-3-1, *et seq.* provides for acquisition of property for public road purposes; and

WHEREAS, on February 14, 2023, the location and design of the White Sulphur Road Realignment Project (Federal Award ID Number 04-0107651 and Purchase Order Number 1162100) were approved, a plat or map showing the location and design of said Project ("Project Plans") is on file with Hall County Public Works and Hall County Board of Commissioners Office; and

WHEREAS, said White Sulphur Road Realignment Project (the "Project") is located in Land District 19, G.M.D. 403 and 411, and Land Lot 111 of Hall County, Georgia, and consists of the realignment of White Sulphur Road to improve traffic flow in the vicinity as a result of the Blue Ridge Connector (Inland Port); and

WHEREAS, the Hall County Board of Commissioners (the "Board of Commissioners") has determined that the Project is a public road purpose permitted by law; and

WHEREAS, the Board of Commissioners has further determined that in order to construct the Project it must acquire, by deed or by condemnation proceedings, certain rights of way and easements along certain properties along the proposed White Sulphur Road Realignment Project; and

WHEREAS, portions of the property necessary to be acquired for the Project are owned by Carol Ann Brown and Scott Puckett, Co-Trustees of the William and Patricia Puckett Irrevocable Trust, dated November 1, 2010, (hereinafter referred to as "Owner"); and

WHEREAS, Carol Ann Brown and Scott Puckett, Co-Trustees of the William and Patricia Puckett Irrevocable Trust, dated November 1, 2010, is the owner of property upon which certain rights of ways and easement shall be acquired for the Project, to wit: 3330 White Sulphur Road, Gainesville, Georgia 30501 (Parcel ID 15020A000009); and

WHEREAS, a description of the entirety of the property affected, which is owned by Owner is attached hereto as **Attachment 1**, and by reference made a part hereof (said property being hereinafter sometimes referred to according to the Department of Transportation Plans for the Project as Parcel 8); and

WHEREAS, Board of Commissioners has further determined that the portions of Parcel 8 necessary to be acquired in connection with the construction of the Project are as follows:

(1) A right of way consisting of 1.069 acres, more or less. A metes and bounds description of said right of way is attached hereto as **Attachment 2**, and by reference made a part hereof; and

(2) A permanent easement for the purpose of drainage, consisting of 0.416 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Attachment 3**, and by reference made a part hereof; and

(4) A temporary easement for the construction of slopes, consisting of 0.798 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Attachment 4**, and by reference made a part hereof; and

(5) A temporary easement for the construction of drives. A metes and bounds description of said temporary easement is attached hereto as **Attachment 5**, and by reference made a part hereof; and

WHEREAS, attached hereto as **Attachment 6**, and by reference made a part hereof, is a copy of the section of the Project Plans showing the right of way and easements proposed to be acquired by deed or by condemnation proceedings through, over, and across said Parcel 8 (the "Parcel 8 Property Rights").

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, in regular session, that authority is hereby delegated to the Chairman of the Board of Commissioners, through his duly constituted nominees, and the law firm of Stewart, Melvin & Frost, LLP, to proceed with the acquisition of the Parcel 8 Property Rights in such manner as in the discretion of said Chairman of the Board may be necessary or proper for the construction of the Project, including by purchase, contract, or condemnation, and said Chairman of the Board is hereby authorized and directed to initiate such proceedings, perform such acts, and execute such papers as they may deem reasonably proper and necessary to carry out the intent of this Resolution.

RESOLVED FURTHER that the Board hereby authorizes and directs that the Owner shall be paid just compensation for the above described acquisition in the amount of **$36,000.00**, which amount is the fair market value of the Parcel 8 Property Rights as determined by independent appraisal.

RESOLVED FURTHER that the Board hereby ratifies and approves the acquisition of any interests in property necessary and proper for the construction of the Project which may have been acquired prior to the effective date of this resolution.

RESOLVED FURTHER that if any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Resolution shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Resolution as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Resolution not so held to be invalid. It is hereby declared to be the intent of the Board of Commissioners to provide for separable and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

This Resolution is adopted in regular session of the Board of Commissioners, this 14th day of March, 2024, to become effective immediately upon its execution, the public health, safety, and general welfare demanding it.

HALL COUNTY BOARD OF COMMISSIONERS

_____
Richard Higgins, Chairman

_____
Commissioner, District 1
Kathy Cooper

_____
Commissioner, District 2
Billy Powell

_____
Commissioner, District 3
Gregg Poole

_____
Commissioner, District 4
Jeff Stowe

_____
ATTEST:
Jennifer Rivera, County Clerk

(SEAL)

Approved as to form:

_____
County Attorney
William J. Linkous, III

Attachment 1

(Legal Description of the Entirety of Owner's Property)

STATE OF GEORGIA **COUNTY OF HALL**	**PROJECT #: 04-0107651** **P.I. #: 1162100, PARCEL 8** **TAX MAP #: 15020000009**
OWNER: Carol Ann Brown and Scott Puckett, Co-Trustees	
	3330 White Sulphur Road

Attachment 2

(Legal Description of Right of Way)

STATE OF GEORGIA **COUNTY OF HALL**	**PROJECT #: 04-0107651** **P.I. #: 1162100, PARCEL 8** **TAX MAP #: 15020000009**
OWNER: Carol Ann Brown and Scott Puckett, Co-Trustees	
	3330 White Sulphur Road

Attachment 3

(Legal Description of Permanent Easement for Drainage)

STATE OF GEORGIA **COUNTY OF HALL**	**PROJECT #: 04-0107651** **P.I. #: 1162100, PARCEL 8** **TAX MAP #: 15020000009**
OWNER: Carol Ann Brown and Scott Puckett, Co-Trustees	
	3330 White Sulphur Road

Attachment 4

(Legal Description of Temporary Easement for Slopes)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 8**
	TAX MAP #: 15020000009
OWNER: Carol Ann Brown and Scott Puckett, Co-Trustees	
	3330 White Sulphur Road

Attachment 5

(Legal Description of Temporary Easement for Drives)

STATE OF GEORGIA **COUNTY OF HALL**	**PROJECT #: 04-0107651** **P.I. #: 1162100, PARCEL 8** **TAX MAP #: 15020000009**
OWNER: Carol Ann Brown and Scott Puckett, Co-Trustees	
	3330 White Sulphur Road

Attachment 6

(Section of Project Plans Depicting Parcel 8
and Call Sheets for Parcel 8)

GEORGIA, HALL COUNTY.

I, JENNIFER RIVERA, do hereby certify that I am the Clerk of the Board of Commissioners of Hall County, Georgia.

I further certify that the foregoing pages constitute a true, correct, and exact copy of a Resolution passed by the Board of Commissioners on March 14, 2024, and that the original of said Resolution is on file in the Hall County Commission Office, Hall County Government Center, 2875 Browns Bridge Road, Gainesville, Georgia 30504.

Given under my hand and seal of Hall County, Georgia this _____ day of _____, 2024.

_____
JENNIFER RIVERA
Clerk of the Board of Commissioners of
Hall County, Georgia.

(SEAL OF HALL COUNTY)

1137852-1

IN THE SUPERIOR COURT FOR THE COUNTY OF HALL
STATE OF GEORGIA

HALL COUNTY, GEORGIA,	)	
	)	
Petitioner-Condemnor,	)	
	)	
VS.	)	**CIVIL ACTION**
	)	**FILE NO. _____**
That certain rights of way and certain easements over, across, and through certain property owned by Carol Ann Brown and Scott Puckett, Co-Trustees of the William and Patricia Puckett Irrevocable Trust, dated November 1, 2010, said property being located in Hall County, Georgia, being designated as tax map number 15020A000009 by the taxing authorities of Hall County, said property being known as 3330 White Sulphur Road, and being the property shown as PARCEL 8 on plans prepared by Volkert, Inc., entitled "White Sulphur Road Realignment Project," said plans having an approval date of February 4, 2023 (the "Project Plans"); said rights of way and easements consist of the following:	)	**(PARCEL NO. 8)**
	)	
That certain Right of Way shown on the Project Plans for Parcel 8, containing 1.069 acres, more or less;	)	**DECLARATION OF TAKING**
	)	
That certain Permanent Easement, as shown on the Project Plans for Parcel 8, for the purpose of drainage, consisting of 0.416 acre, more or less;	)	
	)	
That certain Temporary Construction Easement, as shown on the Project Plans for Parcel 8, for the purpose of constructing slopes, consisting of 0.798 acre, more or less;	)	
	)	
That certain Temporary Construction Easement, as shown on the Project Plans for Parcel 8, for the purpose of constructing drives;	)	
	)	
CAROL ANN BROWN AND SCOTT PUCKETT, individually and as Co-Trustees of	)	

the William and Patricia Puckett Irrevocable Trust, dated November 1, 2010;	)
	)
Honorable Patty Walters Laine, Judge of the Probate Court of Hall County;	)
	)
Honorable Darla Eden, Tax Commissioner of Hall County, Georgia; and	)
	)
To any and all persons having or claiming any right or interest in and to said Property,	)
	)
Respondents-Condemnees.	)

DECLARATION OF TAKING

WHEREAS, the Board of Commissioners of Hall County, Georgia (the "Board of Commissioners"), adopted a Resolution on March 14, 2024 (the "Authorizing Resolution"), authorizing and directing the Chairman of the Board of Commissioners and the law firm of Stewart, Melvin & Frost, LLP to proceed with the condemnation of a portion of certain property located in Hall County, Georgia, for the purpose of acquiring, for public road purposes, certain rights of way and temporary easements for the purpose of constructing slopes in connection with roadway improvements for and the realignment of White Sulphur Road in Hall County, Georgia (the "Project"); and

WHEREAS, Project is located in Land District 19, G.M.D. 403 and 411, and Land Lot 111 of Hall County, Georgia, and consists of the realignment of White Sulphur Road to improve traffic flow in the vicinity as a result of the Blue Ridge Connector (Inland Port); and

WHEREAS, plans for the Project were designed by Volkert, Inc. and are entitled "White Sulphur Road Realignment Project," Purchase Order Number 1162100, and have an approval date of February 14, 2023(the "Project Plans"); and

WHEREAS, a certified copy of said Authorizing Resolution of the Board of Commissioners and its incorporated attachments is attached hereto as **Schedule 1**, and by reference made a part hereof; and

WHEREAS, said right of way and easements are being acquired for public road purposes upon, across, and over property owned by Carol Ann Brown and Scott Puckett, Co-Trustees of the William and Patricia Puckett Irrevocable Trust, dated November 1, 2010, which property is described on **Schedule 1: Resolution, Attachment** 1, attached hereto and by reference made a part hereof (the "Property"), which Property is located at 3330 White Sulphur Road, Gainesville, Georgia 30501, said **Attachment 1** being a description of the entirety of the Property owned by said Condemnee; and

WHEREAS, the Board of Commissioners has found that it is necessary to acquire the title, estates, or interests in a portion of Property as provided in the Authorizing Resolution and that said taking is authorized by the provisions of the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19; and

WHEREAS, the property or interests necessary to be acquired by condemnation in connection with the construction of the Project (the "Acquired Interests"), are believed to be owned by Carol Ann Brown and Scott Puckett, Co-Trustees of the William and Patricia Puckett Irrevocable Trust, dated November 1, 2010, whose address is 3275 Hall Drive, Gainesville, Georgia 30501; and

WHEREAS, the Acquired Interests are described as follows:

(1) A right of way consisting of 1.069 acres, more or less. A metes and bounds description of said right of way is attached hereto as **Schedule 1: Resolution, Attachment 2**, and by reference made a part hereof; and

(2) A permanent easement for the purpose of drainage, consisting of 0.416 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 3**, and by reference made a part hereof; and

(4) A temporary easement for the construction of slopes, consisting of 0.798 acre, more or less. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 4**, and by reference made a part hereof; and

(5) A temporary easement for the construction of drives. A metes and bounds description of said temporary easement is attached hereto as **Schedule 1: Resolution, Attachment 5**, and by reference made a part hereof; and

WHEREAS, in order to estimate the sum of money to be deposited with the Court as just and adequate compensation for the Acquired Interests proposed to be condemned, Hall County has caused an investigation and report to be made by a competent land appraiser, a copy of the sworn statement of said appraiser being attached hereto as **Schedule 2: Appraiser's Statement**, and by reference made a part hereof; and

WHEREAS, in reliance upon said Appraiser's Statement, Petitioner estimates that the just compensation to be paid for the Acquired Interests (as described in **Schedule 1: Resolution, Attachments 2-5**, attached hereto) is **$36,000.00,** and contemporaneously with the filing of this Declaration of Taking, Petitioner deposits said sum in the Court for the use of the persons entitled hereto.

NOW, THEREFORE, the premises considered, Hall County, Georgia, under authority of the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19, hereby declares that the

Acquired Interests (as described in **Schedule 1: Resolution, Attachments 2-5,** attached hereto and made a part of this Declaration), are being taken for county road purposes.

This _____day of _____, 2024.

BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA

By: _____
Chairman

_____
ATTEST:
Jennifer Rivera, County Clerk
(SEAL)

Approved as to form:

_____
County Attorney
William J. Linkous, III

Schedule 1 to Declaration of Taking

(Certified copy of Authoring Resolution adopted by the County)

Schedule 2 to Declaration of Taking

(Copy of Appraiser's Statement)

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (03/11/24)**

REPORT TO: **Voting Meeting (03/14/24)**

ITEM NO: 124/2024

SUBJECT: Approval and authorization for the Chairman to execute a resolution authorizing the exercise of the power of eminent domain, for public road purposes, with regard to the White Sulphur Road Realignment Project, Parcel 10, Hall County tax parcel number 09108 000066, also known as 3255 White Sulphur Road, presently owned by Shirley Collins, and further authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcels, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 03/11/24

Voting Meeting Date: 03/14/24

Executive Summary:

Presenter: BN

Recommendation:
Approve.

Purpose of Request:

Authorizing Resolution for the exercise of the power of eminent domain for the White Sulphur Road Realignment Project (P.I. # 1162100), regarding Parcels 10, presently owned by Shirley Collins.

History:
The County's land acquisition agent has engaged in negotiations with the property owner to arrive at just and adequate compensation for the portion of the property to be acquired. Negotiations have been unsuccessful to date. Condemnation is necessary in order to comply with the timeline for construction of the project.

Facts and Issues:
The White Sulphur Road Realignment Project involves the creation of approximately .75 miles of commercial roadway and the closing of the current railroad crossing near Cagle Road.

Options:

Funding Requested $ 36,400.00

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?	No
Is there a deadline for this item?	

Approvals:

Submit	Approve	Budget	Finance
JG	JG	TS	WG

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Financial Supplement
Resolution - Parcel 10
Declaration of Taking - Parcel 10

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 124/2024

Funds Requested: $ 36,400.00

Request Budgeted: Yes

Proposed Source of Funding:

SPLOST VII

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	323-SPLOST VII	4971-ENGINEERING	541100-LAND	$36,400.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN

Phone: 770-531-6800

RESOLUTION
(Parcel No. 10)

A RESOLUTION TO AUTHORIZE STEWART, MELVIN & FROST, LLP, AS SPECIAL COUNSEL TO HALL COUNTY, TO PROCEED WITH THE ACQUISITION BY DEED OR BY CONDEMNATION OF THAT CERTAIN PROPERTY OWNED BY SHIRLEY COLLINS, FOR PUBLIC ROAD PURPOSES; TO AUTHORIZE THE CHAIRMAN OF THE BOARD OF COMMISSIONERS TO EXECUTE ANY DOCUMENTS NECESSARY AND PROPER FOR THE ACQUISITION OF SAID PROPERTY, SUBJECT TO THE REVIEW OF THE COUNTY ATTORNEY; AND FOR SUCH OTHER PURPOSES.

WHEREAS, Article IX, Section II, Paragraph V of the Georgia Constitution of 1983 authorizes counties to exercise the right of eminent domain; and

WHEREAS, O.C.G.A. § 32-3-1, *et seq.* provides for acquisition of property for public road purposes; and

WHEREAS, on February 14, 2023, the location and design of the White Sulphur Road Realignment Project (Federal Award ID Number 04-0107651 and Purchase Order Number 1162100) were approved, a plat or map showing the location and design of said Project ("Project Plans") is on file with Hall County Public Works and Hall County Board of Commissioners Office; and

WHEREAS, said White Sulphur Road Realignment Project (the "Project") is located in Land District 19, G.M.D. 403 and 411, and Land Lot 111 of Hall County, Georgia, and consists of the realignment of White Sulphur Road to improve traffic flow in the vicinity as a result of the Blue Ridge Connector (Inland Port); and

WHEREAS, the Hall County Board of Commissioners (the "Board of Commissioners") has determined that the Project is a public road purpose permitted by law; and

WHEREAS, the Board of Commissioners has further determined that in order to construct the Project it must acquire, by deed or by condemnation proceedings, certain rights of way and easements along certain properties along the proposed White Sulphur Road Realignment Project; and

WHEREAS, portions of the property necessary to be acquired for the Project are owned by Shirley Collins, (hereinafter referred to as "Owner"); and

WHEREAS, Owner is the owner of property upon which a certain right of way shall be acquired for the Project, to wit: 3255 White Sulphur Road, Gainesville, Georgia 30501 (Parcel ID 09108000066); and

WHEREAS, a description of the entirety of the property affected, which is owned by Owner, is attached hereto as **Attachment 1**, and by reference made a part hereof (said property being hereinafter sometimes referred to according to the Department of Transportation Plans for the Project as Parcel 10); and

WHEREAS, Board of Commissioners has further determined that the portion of Parcel 10 necessary to be acquired in connection with the construction of the Project is as follows:

(1) A right of way consisting of 0.105 acre, more or less. A metes and bounds description of said right of way is attached hereto as **Attachment 2**, and by reference made a part hereof; and

WHEREAS, attached hereto as **Attachment 3**, and by reference made a part hereof, is a copy of the section of the Project Plans showing the right of way and easements proposed to be acquired by deed or by condemnation proceedings through, over, and across said Parcel 10 (the "Parcel 10 Property Rights").

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, in regular session, that authority is hereby delegated to the Chairman of the Board of Commissioners, through his duly constituted nominees, and the law firm of Stewart, Melvin & Frost, LLP, to proceed with the acquisition of the Parcel 10 Property Rights in such manner as in the discretion of said Chairman of the Board may be necessary or proper for the construction of the Project, including by purchase, contract, or condemnation, and said Chairman of the Board is hereby authorized and directed to initiate such proceedings, perform such acts, and execute such papers as they may deem reasonably proper and necessary to carry out the intent of this Resolution.

RESOLVED FURTHER that the Board hereby authorizes and directs that the Owner shall be paid just compensation for the above described acquisition in the amount of **$36,400.00**, which amount is the fair market value of the Parcel 10 Property Rights as determined by independent appraisal.

RESOLVED FURTHER that the Board hereby ratifies and approves the acquisition of any interests in property necessary and proper for the construction of the Project which may have been acquired prior to the effective date of this resolution.

RESOLVED FURTHER that if any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Resolution shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Resolution as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Resolution not so held to be invalid. It is hereby declared to be the intent of the Board of Commissioners to provide for separable and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

This Resolution is adopted in regular session of the Board of Commissioners, this 14th day of March, 2024, to become effective immediately upon its execution, the public health, safety, and general welfare demanding it.

HALL COUNTY BOARD OF COMMISSIONERS

_____

Richard Higgins, Chairman

_____
Commissioner, District 1
Kathy Cooper

_____
Commissioner, District 2
Billy Powell

_____
Commissioner, District 3
Gregg Poole

_____
Commissioner, District 4
Jeff Stowe

_____
ATTEST:
Jennifer Rivera, County Clerk

(SEAL)

Approved as to form:

_____
County Attorney
William J. Linkous, III

Attachment 1

(Legal Description of the Entirety of Owner's Property)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 10**
	TAX MAP #: 09108000066
OWNER: SHIRLEY COLLINS	
	3255 White Sulphur Road

Attachment 2

(Legal Description of Right of Way)

STATE OF GEORGIA	**PROJECT #: 04-0107651**
COUNTY OF HALL	**P.I. #: 1162100, PARCEL 10**
	TAX MAP #: 09108000066
OWNER: SHIRLEY COLLINS	
	3255 White Sulphur Road

Attachment 3

(Section of Project Plans Depicting Parcel 10 and Call Sheets for Parcel 10)

GEORGIA, HALL COUNTY.

I, JENNIFER RIVERA, do hereby certify that I am the Clerk of the Board of Commissioners of Hall County, Georgia.

I further certify that the foregoing pages constitute a true, correct, and exact copy of a Resolution passed by the Board of Commissioners on March 14, 2024, and that the original of said Resolution is on file in the Hall County Commission Office, Hall County Government Center, 2875 Browns Bridge Road, Gainesville, Georgia 30504.

Given under my hand and seal of Hall County, Georgia this _____ day of _____, 2024.

_____
JENNIFER RIVERA
Clerk of the Board of Commissioners of
Hall County, Georgia.

(SEAL OF HALL COUNTY)

1137852-1

IN THE SUPERIOR COURT FOR THE COUNTY OF HALL
STATE OF GEORGIA

HALL COUNTY, GEORGIA,	)	
	)	
Petitioner-Condemnor,	)	
	)	
VS.	)	**CIVIL ACTION**
	)	**FILE NO. _____**
That certain rights of way and certain easements over, across, and through certain property owned by Shirley Collins, said property being located in Hall County, Georgia, being designated as tax map number 09108000066 by the taxing authorities of Hall County, said property being known as 3255 White Sulphur Road, and being the property shown as <u>PARCEL 10</u> on plans prepared by Volkert, Inc., entitled "White Sulphur Road Realignment Project," said plans having an approval date of February 14, 2023 (the "Project Plans"); said rights of way and easements consist of the following:	)	**(PARCEL NO. 10)**
	)	
That certain <u>Right of Way</u> shown on the Project Plans for Parcel 10, containing 0.105 acre, more or less;	)	**DECLARATION OF TAKING**
	)	
SHIRLEY COLLINS;	)	
	)	
Honorable Patty Walters Laine, Judge of the Probate Court of Hall County;	)	
	)	
Honorable Darla Eden, Tax Commissioner of Hall County, Georgia; and	)	
	)	
To any and all persons having or claiming any right or interest in and to said Property,	)	
	)	
Respondents-Condemnees.	)	

<u>DECLARATION OF TAKING</u>

WHEREAS, the Board of Commissioners of Hall County, Georgia (the "Board of Commissioners"), adopted a Resolution on March 14, 2024 (the "Authorizing Resolution"), authorizing and directing the Chairman of the Board of Commissioners and the law firm of

Stewart, Melvin & Frost, LLP to proceed with the condemnation of a portion of certain property located in Hall County, Georgia, for the purpose of acquiring, for public road purposes, certain rights of way and temporary easements for the purpose of constructing slopes in connection with roadway improvements for and the realignment of White Sulphur Road in Hall County, Georgia (the "Project"); and

WHEREAS, Project is located in Land District 19, G.M.D. 403 and 411, and Land Lot 111 of Hall County, Georgia, and consists of the realignment of White Sulphur Road to improve traffic flow in the vicinity as a result of the Blue Ridge Connector (Inland Port); and

WHEREAS, plans for the Project were designed by Volkert, Inc. and are entitled "White Sulphur Road Realignment Project," Purchase Order Number 1162100, and have an approval date of February 14, 2023 (the "Project Plans"); and

WHEREAS, a certified copy of said Authorizing Resolution of the Board of Commissioners and its incorporated attachments is attached hereto as **Schedule 1**, and by reference made a part hereof; and

WHEREAS, said right of way and easements are being acquired for public road purposes upon, across, and over property owned by Shirley Collins, which property is described on **Schedule 1: Resolution, Attachment** 1, attached hereto and by reference made a part hereof (the "Property"), which Property is located at 3255 White Sulphur Road, Gainesville, Georgia 30501, said **Attachment 1** being a description of the entirety of the Property owned by said Condemnee; and

WHEREAS, the Board of Commissioners has found that it is necessary to acquire the title, estates, or interests in a portion of Property as provided in the Authorizing Resolution and that said taking is authorized by the provisions of the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19; and

WHEREAS, the property or interests necessary to be acquired by condemnation in connection with the construction of the Project (the "Acquired Interests"), are believed to be owned by Shirley Collins, whose address is 3255 White Sulphur Road, Gainesville, Georgia 30501; and

WHEREAS, the Acquired Interests are described as follows:

(1) A right of way consisting of 0.105 acre, more or less. A metes and bounds description of said right of way is attached hereto as **Attachment 2**, and by reference made a part hereof; and

WHEREAS, in order to estimate the sum of money to be deposited with the Court as just and adequate compensation for the Acquired Interests proposed to be condemned, Hall County has caused an investigation and report to be made by a competent land appraiser, a copy of the sworn statement of said appraiser being attached hereto as **Schedule 2: Appraiser's Statement**, and by reference made a part hereof; and

WHEREAS, in reliance upon said Appraiser's Statement, Petitioner estimates that the just compensation to be paid for the Acquired Interests (as described in **Schedule 1: Resolution, Attachments 2-5**, attached hereto) is **$36,400.00,** and contemporaneously with the filing of this Declaration of Taking, Petitioner deposits said sum in the Court for the use of the persons entitled hereto.

NOW, THEREFORE, the premises considered, Hall County, Georgia, under authority of the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19, hereby declares that the Acquired Interests (as described in **Schedule 1: Resolution, Attachment 2,** attached hereto and made a part of this Declaration), are being taken for county road purposes.

This _____day of _____, 2024.

BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA

By: _____
Chairman

_____
ATTEST:
Jennifer Rivera, County Clerk
(SEAL)

Approved as to form:

_____
County Attorney
William J. Linkous, III

Schedule 1 to Declaration of Taking

(Certified copy of Authoring Resolution adopted by the County)

Schedule 2 to Declaration of Taking

(Copy of Appraiser's Statement)