



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

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

**Streamed Live on Hall County Government's Website - [www.hallcounty.org](http://www.hallcounty.org)  
Thursday, April 11, 2024 - 06:00 PM**

**Call to Order**

**Approve Agenda**

**Invocation**

- 1 Chairman Richard Higgins

**Pledge**

- 2 Commissioner Kathy Cooper

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

**Presentation/s**

- 3 Presentation of Jackson EMC Refund Checks.

**Proclamation/s**

- 4 Approve the Proclamation recognizing Suramo Jo's retirement after 21 years of service to Hall County, GA.
- 5 Approve the Proclamation proclaiming April 14-20, 2024 as National Public Safety Telecommunicators Week.
- 6 Approve the Proclamation recognizing Saturday, April 13, 2024 as Master Gardener Appreciation Day.
- 7 Approve the Proclamation recognizing Robert Watterson's retirement after 24 years of service to Hall County, GA.
- 8 Approve the Joint Proclamation with the City of Gainesville recognizing April 2024 as Sexually Transmitted Infections (STI) Awareness Month.
- 9 Approve the ratification of the Proclamation recognizing Wednesday, April 10, 2024 as G. C. Crow Day.

**Consent Agenda**

- 10 Approve the April 8, 2024 Work Session minutes.

- 11 Approve the March 28, 2024 Voting Meeting minutes.
- 12 Approve the March 28, 2024 Executive Session minutes.
- 13 Approve the March 28, 2024 Meeting minutes.
- 14 Approve the award of IFB #035-44 Evaluate & Repair/Replace Constant Volume Power Induction Unit (PIU) Boxes at the Hall County Courthouse for Facilities Management to JR Hobbs Co-Atlanta, LLC of Lawrenceville, GA, in the amount of \$251,720.00.
- 15 Approve the Research Services Agreement for evaluation of the Reentry Accountability Courts Transition (REACT) Program to determine recidivism rates of participants for the Correctional Institution to Applied Research Services, Inc., in the amount of \$50,000.00.
- 16 Approve the annual contract renewal for Fleet Maintenance and Repair Services for Fire Rescue Vehicles and Apparatus Equipment for Fire Rescue to Ten-8 Fire & Safety LLC, of Bradenton, FL; and approval and authorization for the Chairman to renew the lease agreement with Ten-8 Fire & Safety LLC for the leasing of one (1) maintenance bay located at 2801 Allen Creek Road, subject to review and approval by County Attorney. The estimated annual cost is \$951,777.00.
- 17 Approve the application, award, and twelve (12) month Memorandum of Understanding with Evidence Based Associates, LLC and any further supplemental funding of the Criminal Justice Coordinating Council's (CJCC) FY 2025 Juvenile Justice Incentive Grant for Hall County Juvenile Court for \$640,259.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.
- 18 Approval and authorization for the Chairman to execute a request to install a traffic signal on Cornelia Hwy (SR 365) at Whitehall Road/Kubota Way. Commission District 3.
- 19 Approve the single source purchase of Construction Administration and Quality Assurance Services for the Candler Road Landfill Cell 3 Construction for Public Works & Utilities from Burns & McDonnell Engineering Company, Inc. of Atlanta, GA, in the amount of \$645,000.00.
- 20 Approve the award of Task Order #2024-024 under RFQ/P #43-002 Demand Services for On-Call Electrical Contractors for Law Enforcement Center Generator Reconfiguration for the Sheriff's Office to Capital City Electrical Services, LLC of Norcross, GA, in the amount of \$284,500.00.

### **Other Business - Planning and Development**

- 21 Public Hearing on the Malt Beverage and Wine Package License for Chevron Food Mart located at 2415 Old Cornelia Hwy, Gainesville, GA 30507. Ownership is Chevron 2415, Inc. Managing Agent is Mahreen Ali and Registered Agent is Robin Taylor. Commission District 3.



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

- 22     **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**
  
- 23     **4305 Winder Highway | Use Subject to County Commission Approval |**  
on a 0.35± acre tract located on the east side of Winder Highway, at its  
intersection with Strickland Road | Zoned H-B (GCOD); Tax Parcel  
15037B000036B | **Proposed Use: Automobile repair and maintenance |**  
Commission District 1 | **Bradley Cohron, applicant**
  
- 24     **4305 Winder Highway | Variance | 17.420.050.** Non-residential property  
development standards | on a 0.35± acre tract located on the east side of  
Winder Highway, at its intersection with Strickland Road | Zoned H-B (GCOD);  
Tax Parcel 15037B000036B | **Proposed Use: Automobile repair and**  
**maintenance | Commission District 1 | Bradley Cohron, applicant**
  
- 25     **2455 Floyd Road | Rezone |** from Residential II (R-II) to Planned Residential  
Development (PRD) on a 5.74± acre tract located on the north side of Floyd  
Road, approximately 300 feet from its intersection with Barnes Drive | Zoned R-  
II, Tax Parcel 15022 000037 | **Proposed Use: 44-unit townhome**  
**development | Commission District 4 | Jason Dye, applicant**

**County Administrator**

**Commission Time**

**Adjourn**

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



## AGENDA ITEM

### Invocation

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**REPORT TO:** Work Session (04/08/24)  
**REPORT TO:** Voting Meeting (04/11/24)  
**ITEM NO:** 590/2023  
**SUBJECT:** Chairman Richard Higgins

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#### Meetings:

**Work Session Date:** 04/08/24

**Voting Meeting Date:** 04/11/24

#### Executive Summary:

**Presenter:** n  
**Recommendation:**  
n/a

**Purpose of Request:**

**History:**

**Facts and Issues:**

**Options:**

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

#### Approvals:

<b>Approve</b>	<b>Clerk</b>
AO	AO

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#### Attachments:



## AGENDA ITEM

### Pledge

**REPORT TO:** Work Session (04/08/24)  
**REPORT TO:** Voting Meeting (04/11/24)  
**ITEM NO:** 591/2023  
**SUBJECT:** Commissioner Kathy Cooper

**Meetings:**

**Work Session Date:** 04/08/24                      **Voting Meeting Date:** 04/11/24

**Executive Summary:**

**Presenter:** n  
**Recommendation:** n/a

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

**Facts and Issues:**    **Options:**

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

**Approvals:**

Approve	Clerk
AO	AO

**Attachments:**



## AGENDA ITEM

### Presentation/s

**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 153/2024

**SUBJECT:** Presentation of Jackson EMC Refund Checks.

**Meetings:**

**Work Session Date:** 04/08/24      **Voting Meeting Date:** 04/11/24

**Executive Summary:**

**Presenter:** DLJE

**Recommendation:** N/A

**Purpose of Request:** Presentation of Jackson EMC Refund Checks.

**History:**

**Facts and Issues:**      **Options:**

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

**Approvals:**

Approve	Clerk
JR	JR

**Attachments:**





## AGENDA ITEM

### Proclamation/s

**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 155/2024

**SUBJECT:** Approve the Proclamation recognizing Suramo Jo's retirement after 21 years of service to Hall County, GA.

**Meetings:**

**Work Session Date:** 04/08/24

**Voting Meeting Date:** 04/11/24

**Executive Summary:**

**Presenter:** CJS  
**Recommendation:** Approve.

**Purpose of Request:** Approve the Proclamation recognizing Suramo Jo's retirement after 21 years of service to Hall County, GA.

**History:**

**Facts and Issues:**

**Options:**

**Funding Requested** \$ 0.00  
**Are funds within current budget?** No  
**Source of Funds**  
**Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** No  
**Has it been reviewed by the County Attorney?** Yes  
**Is there a deadline for this item?** 2024-04-11

**Approvals:**

<b>Approve</b>	<b>Public Information</b>	<b>Administration</b>	<b>Clerk</b>
AO	BS	CR	JR

**Attachments:**

## Proclamation

# Hall County, Georgia



## Board of Commissioners

**WHEREAS,** *Surama Jo began her public service career with Hall County on March 10, 2003; and*

**WHEREAS,** *during her employment with Hall County Ms. Jo has served as the Deputy Tax Commissioner and as Motor Vehicle Clerk; and*

**WHEREAS,** *Tax Commissioner Darla Eden stated, “Surama fosters a welcoming and supportive atmosphere and is well liked by customers and team members alike. There is no problem too large or small she is unable to solve and possesses a can-do attitude,”; and*

**WHEREAS,** *Ms. Jo retired on March 15, 2024 and plans to travel to the West Coast of the United States and Guatemala; and*

**WHEREAS,** *the Hall County Board of Commissioners deeply appreciates the services rendered to the citizens of Hall County by Ms. Jo; and*

**NOW THEREFORE, BE IT RESOLVED** *that the Hall County Board of Commissioners does hereby pay tribute to*

### ***Surama Jo***

*and recognizes her for her many accomplishments, contributions, and 21 years of dedicated service to Hall County and its citizens and extends to her their most sincere wishes for continued success in her future endeavors.*

*Adopted this 11<sup>th</sup> day of April 2024.*

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RICHARD HIGGINS  
CHAIRMAN

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KATHY COOPER  
DISTRICT 1

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BILLY POWELL  
DISTRICT 2

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GREGG POOLE  
DISTRICT 3

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JEFFREY STOWE  
DISTRICT 4

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JENNIFER RIVERA  
COMMISSION CLERK





## AGENDA ITEM

### Proclamation/s

**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 184/2024

**SUBJECT:** Approve the Proclamation proclaiming April 14-20, 2024 as National Public Safety Telecommunicators Week.

#### Meetings:

**Work Session Date:** 04/08/24

**Voting Meeting Date:** 04/11/24

#### Executive Summary:

**Presenter:** CKC  
**Recommendation:** Approval.

**Purpose of Request:** Approve the Proclamation proclaiming April 14-20, 2024 as National Public Safety Telecommunicators Week.

**History:**

**Facts and Issues:**

**Options:**

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

**Approvals:**

Approve	Public Information	Administration	Clerk
JR	SC	CR	JR

**Attachments:**

## Proclamation

# Hall County, Georgia



## Board of Commissioners

**WHEREAS**, *emergencies that require police, fire or emergency medical services can occur at any time; and*

**WHEREAS**, *when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and*

**WHEREAS**, *the safety of our police officers, firefighters and paramedics is dependent upon the quality and accuracy of information obtained from citizens who contact the Hall County emergency communications center; and*

**WHEREAS**, *Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and*

**WHEREAS**, *Public Safety Telecommunicators are the single most vital link for our police officers, firefighters and paramedics by monitoring their activities by radio, providing them information and ensuring their safety; and*

**WHEREAS**, *Public Safety Telecommunicators of Hall County have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and*

**WHEREAS**, *each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year; and*

**NOW THEREFORE, BE IT RESOLVED** *that the Hall County Board of Commissioners does hereby proclaim the week of April 14-20, 2024 as*

***NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK***

*in honor of the men and women whose diligence and professionalism keep our city and citizens safe.*

*Adopted this 11<sup>th</sup> day of April, 2024.*

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RICHARD HIGGINS  
CHAIRMAN

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KATHY COOPER  
DISTRICT 1

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BILLY POWELL  
DISTRICT 2

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GREGG POOLE  
DISTRICT 3

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JEFFREY STOWE  
DISTRICT 4

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JENNIFER RIVERA  
COMMISSION CLERK



# AGENDA ITEM

## Proclamation/s

**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 85/2024

**SUBJECT:** Approve the Proclamation recognizing Saturday, April 13, 2024 as Master Gardener Appreciation Day.

### Meetings:

**Work Session Date:** 04/08/24

**Voting Meeting Date:** 04/11/24

### Executive Summary:

**Presenter:** CBP

**Recommendation:**  
Approve.

**Purpose of Request:**  
Approve the Proclamation recognizing Saturday, April 13, 2024 as Master Gardener Appreciation Day.

**History:**

**Facts and Issues:**

**Options:**

<b>Funding Requested</b>	\$ 0.00
<b>Are funds within current budget?</b>	No
<b>Source of Funds</b>	
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	No
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	2024-04-11

**Approvals:**

Approve	Public Information	Administration	Clerk
AO	SC	CR	JR

**Attachments:**

## Proclamation

# Hall County, Georgia



## Board of Commissioners

- WHEREAS,** *the Master Gardener Extension Volunteer Program is a national volunteer horticultural educational training program sponsored by the University of Georgia Cooperative Extension Program, U.S. Department of Agriculture, and the counties of the cooperating states; and*
- WHEREAS,** *the Master Gardener Program provides education to county residents on safe and effective gardening practices, as well as natural resource protection and conservation; and*
- WHEREAS,** *the Hall County Master Gardener Extension Volunteers have ranked #1 in the state with 2,136 continuing education hours; and*
- WHEREAS,** *in 2023, a total of 125 Hall County Master Gardener Extension Volunteers traveled 30,299 miles and volunteered over 11,794 hours representing a financial impact of \$342,062.00; and*
- WHEREAS,** *Hall County Master Gardener Extension Volunteers support the Hall County Extension with office support and community support in areas of mastering garden techniques, vegetable and community gardening, nature conservation and preservation, working with youth in area schools and home school cooperatives; and*
- WHEREAS,** *in the spirit of volunteerism, Master Gardeners have provided and continue to provide valuable services to Hall County through education and training programs.*
- NOW THEREFORE, BE IT RESOLVED** *that the Hall County Board of Commissioners does hereby proclaim April 13, 2024 as*

### **MASTER GARDENER APPRECIATION DAY**

*Adopted this 11<sup>th</sup> day of April 2024.*

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RICHARD HIGGINS  
CHAIRMAN

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KATHY COOPER  
DISTRICT 1

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BILLY POWELL  
DISTRICT 2

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GREGG POOLE  
DISTRICT 3

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JEFFREY STOWE  
DISTRICT 4

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JENNIFER RIVERA  
COMMISSION CLERK



## AGENDA ITEM

### Proclamation/s

**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 125/2024

**SUBJECT:** Approve the Proclamation recognizing Robert Watterson's retirement after 24 years of service to Hall County, GA.

#### Meetings:

**Work Session Date:** 04/08/24

**Voting Meeting Date:** 04/11/24

#### Executive Summary:

**Presenter:**

**Recommendation:**

Approve.

**Purpose of Request:**

Approve the Proclamation recognizing Robert Watterson's retirement after 24 years of service to Hall County, GA.

**History:**

**Facts and Issues:**

**Options:**

**Funding Requested**

\$ 0.00

**Are funds within current budget?**

No

**Source of Funds**

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

No

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

Yes

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

2024-04-11

**Approvals:**

<b>Approve</b>	<b>Public Information</b>	<b>Administration</b>	<b>Clerk</b>
JR	SC	CR	JR

**Attachments:**

## Proclamation



# Hall County, Georgia



## Board of Commissioners

**WHEREAS,** *Robert “Bob” Lenton Watterson began his public service career with Hall County on January 5, 2000; and*

**WHEREAS,** *during his employment with Hall County, Mr. Watterson has served in many capacities such as: Jail Officer, Patrol Deputy, Sergeant Courts, Criminal Investigations Sergeant, Sergeant Patrol, and Lieutenant; and*

**WHEREAS,** *Captain Kelley Edwards stated, “Lieutenant Watterson and I met in the Police Academy in 1998, and he began working with the Sheriff’s Office shortly after that. He has been a caring and compassionate deputy and supervisor during his time with the Sheriff’s Office. He truly cares about the well-being of his friends, co-workers, and subordinates, and he will be missed in the Court Services Division.”; and*

**WHEREAS,** *during his career, Mr. Watterson was recognized as the Domestic Violence Deputy of the Year, and received the Sheriff’s Office Life Saving Award where he was instrumental in convincing a person in not taking their life; and*

**WHEREAS,** *the Hall County Board of Commissioners deeply appreciates the services rendered to the citizens of Hall County by Mr. Watterson; and*

**NOW THEREFORE, BE IT RESOLVED** *that the Hall County Board of Commissioners does hereby pay tribute to*

### ***Robert “Bob” Lenton Watterson***

*and recognizes him for his many accomplishments, contributions, and 24 years of dedicated service to Hall County and its citizens and extends to him their most sincere wishes for continued success in his future endeavors.*

*Adopted this 11<sup>th</sup> day of April 2024.*

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RICHARD HIGGINS  
CHAIRMAN

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KATHY COOPER  
DISTRICT 1

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BILLY POWELL  
DISTRICT 2

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GREGG POOLE  
DISTRICT 3

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JEFFREY STOWE  
DISTRICT 4

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JENNIFER RIVERA  
COMMISSION CLERK



## AGENDA ITEM

### Proclamation/s

**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 151/2024

**SUBJECT:** Approve the Joint Proclamation with the City of Gainesville recognizing April 2024 as Sexually Transmitted Infections (STI) Awareness Month.

#### Meetings:

**Work Session Date:** 04/08/24

**Voting Meeting Date:** 04/11/24

#### Executive Summary:

**Presenter:** T  
**Recommendation:**  
 Approve.

**Purpose of Request:**  
 Approve the joint proclamation with the City of Gainesville recognizing April 2024 as Sexually Transmitted Infections (STI) Awareness Month.

#### History:

**Facts and Issues:**  
 This proclamation is being requested by the District 2 Public Health Department.

#### Options:

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

#### Approvals:

Approve	Public Information	Administration	Clerk
JR	BS	CR	JR

**Attachments:**

Proclamation





**GAINESVILLE**

# **PROCLAMATION**



Whereas, The City of Gainesville and Hall County are proud to join the CDS (Communicable Disease Specialists) of District 2, Public Health Department in celebrating the Month of April as STI Awareness Month; and

Whereas, Communicable Disease Specialists deliver education to the community and share resources about STI disease prevention, treatment, and management and assist in removing obstacles to their health and wellness and

Whereas, Sexually Transmitted Infections (STIs) continue to rise in the United States, and trends throughout the southeastern states resemble those of the nation. One in two sexually active persons will contract an STI by age 25. The Centers for Disease Control and Prevention (CDC) estimates that nearly 20 million new STIs occur annually in this country, half of those among young people aged 15–24; and

Whereas, Communicable Disease Specialists endeavors to improve healthcare quality for the members of the community, ensures that District 2 Public Health remains a center for healthcare innovations; and

Whereas, Communicable Disease Specialists efforts to conduct outreach events, health education, provide support for clients as patient care advocates to reduce stigma and health disparities, should be commended.

NOW THEREFORE BE IT RESOLVED, that the Hall County Board of Commissioners and the Gainesville City Council do hereby proclaim April, 2024 to be

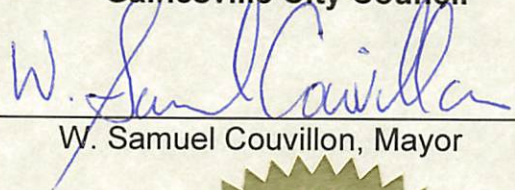
## ***“STI Awareness Month”***

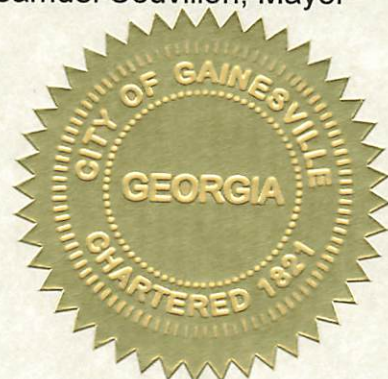
and encourages the community to join in this years’ campaign GYT – This is only a Test the week of April 14-20 2024.

**Hall County Board of Commissioners**

\_\_\_\_\_  
Richard Higgins, Chairman

**Gainesville City Council**

  
\_\_\_\_\_  
W. Samuel Couvillon, Mayor





## AGENDA ITEM

### Proclamation/s

**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 174/2024

**SUBJECT:** Approve the ratification of the Proclamation recognizing Wednesday, April 10, 2024 as G. C. Crow Day.

#### Meetings:

**Work Session Date:** 04/08/24

**Voting Meeting Date:** 04/11/24

#### Executive Summary:

**Presenter:**

**Recommendation:**

Approve.

**Purpose of Request:**

Approve the ratification of the Proclamation recognizing Wednesday, April 10, 2024 as G. C. Crow Day.

**History:**

**Facts and Issues:**

**Options:**

**Funding Requested**

\$ 0.00

**Are funds within current budget?**

No

**Source of Funds**

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

No

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

Yes

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

2024-04-11

**Approvals:**

Approve	Public Information	Administration	Clerk
JR	SC	CR	JR

**Attachments:**

## Proclamation



# Hall County, Georgia



## Board of Commissioners

**WHEREAS,** *G.C. “Jim” Crow was an important figure in the history and development of South Hall County; and*

**WHEREAS,** *Mr. Crow was known as a local farmer, steward of his community and philanthropist throughout much of the 20<sup>th</sup> century; and*

**WHEREAS,** *Mr. Crow served and aided his fellow neighbors during the Great Depression; and*

**WHEREAS,** *Mr. Crow played an integral role in bringing running water and paved roads to the Flowery Branch community; and*

**WHEREAS,** *Mr. Crow’s legacy lives on through his family and will be remembered by Hall County citizens with a dedicated park pavilion and memorial at Alberta Banks Park in Flowery Branch; and*

**NOW THEREFORE, BE IT RESOLVED** *that the Hall County Board of Commissioners does hereby proclaim April 10, 2024, to be*

## **G.C. CROW DAY**

*and encourages every citizen to take time this year to visit Alberta Banks Park and make a concerted effort to remember the history and mark Mr. Crow left on the Hall County community.*

*Adopted this 11<sup>th</sup> day of April 2024.*

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RICHARD HIGGINS  
CHAIRMAN

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KATHY COOPER  
DISTRICT 1

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BILLY POWELL  
DISTRICT 2

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GREGG POOLE  
DISTRICT 3

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JEFFREY STOWE  
DISTRICT 4

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JENNIFER RIVERA  
COMMISSION CLERK



## AGENDA ITEM

### Consent Agenda

**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 200/2024

**SUBJECT:** Approve the April 8, 2024 Work Session minutes.

**Meetings:**

**Work Session Date:** 04/08/24                      **Voting Meeting Date:** 04/11/24

**Executive Summary:**

**Presenter:** CA

**Recommendation:**  
Approve.

**Purpose of Request:** Approve the April 8, 2024 Work Session minutes.

**History:**

**Facts and Issues:**                                      **Options:**

**Funding Requested** \$ 0.00

**Are funds within current budget?** No

**Source of Funds**

**Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** No

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

**Is there a deadline for this item?** 2024-04-11

**Approvals:**

<b>Approve</b>	<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>
AO	WLI	CR	JR

**Attachments:**

April 8, 2024 Work Session Minutes







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

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

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

**Call to Order**

*Chairman Higgins at 3:00 p.m.*

*Present:*

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

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

**Corrections and Maintenance**

*Walt Davis, Director of Corrections and Maintenance, addressed the Board.*

- 1 Approve the award of IFB #035-44 Evaluate & Repair/Replace Constant Volume Power Induction Unit (PIU) Boxes at the Hall County Courthouse for Facilities Management to JR Hobbs Co-Atlanta, LLC of Lawrenceville, GA, in the amount of \$251,720.00.

*Consent*

- 2 Approve the Research Services Agreement for evaluation of the Reentry Accountability Courts Transition (REACT) Program to determine recidivism rates of participants for the Correctional Institution to Applied Research Services, Inc., in the amount of \$50,000.00.

*Consent*

**Fire Rescue**

*Jerry Smith, Interim Fire Chief, addressed the Board.*

- 3 Approve the annual contract renewal for Fleet Maintenance and Repair Services for Fire Rescue Vehicles and Apparatus Equipment for Fire Rescue to Ten-8 Fire & Safety LLC, of Bradenton, FL; and approval and authorization for the Chairman to renew the lease agreement with Ten-8 Fire & Safety LLC for the leasing of one (1) maintenance bay located at 2801 Allen Creek Road, subject to review and approval by County Attorney. The estimated annual cost is \$951,777.00.

*Consent*

### **Northeastern Judicial Circuit**

*Annette Rainer, Juvenile Court Administrator, addressed the Board.*

- 4 Approve the application, award, and twelve (12) month Memorandum of Understanding with Evidence Based Associates, LLC and any further supplemental funding of the Criminal Justice Coordinating Council's (CJCC) FY 2025 Juvenile Justice Incentive Grant for Hall County Juvenile Court for \$640,259.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

*Consent*

### **Planning and Development**

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

- 5 Public Hearing on the Malt Beverage and Wine Package License for Chevron Food Mart located at 2415 Old Cornelia Hwy, Gainesville, GA 30507. Ownership is Chevron 2415, Inc. Managing Agent is Mahreen Ali and Registered Agent is Robin Taylor. Commission District 3.

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

- 6 **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**
- 7 **4305 Winder Highway | Use Subject to County Commission Approval** | on a 0.35± acre tract located on the east side of Winder Highway, at its intersection with Strickland Road | Zoned H-B (GCOD); Tax Parcel 15037B000036B | **Proposed Use: Automobile repair and maintenance** | Commission District 1 | **Bradley Cohron, applicant**
- 8 **4305 Winder Highway | Variance** | 17.420.050. Non-residential property development standards | on a 0.35± acre tract located on the east side of Winder Highway, at its intersection with Strickland Road | Zoned H-B (GCOD); Tax Parcel 15037B000036B | **Proposed Use: Automobile repair and maintenance** | Commission District 1 | **Bradley Cohron, applicant**

- 9      **2455 Floyd Road | Rezone |** from Residential II (R-II) to Planned Residential Development (PRD) on a 5.74± acre tract located on the north side of Floyd Road, approximately 300 feet from its intersection with Barnes Drive | Zoned R-II, Tax Parcel 15022 000037 | **Proposed Use: 44-unit townhome development |** Commission District 4 | **Jason Dye, applicant**

### **Public Works and Utilities**

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

- 10      Approval and authorization for the Chairman to execute a request to install a traffic signal on Cornelia Hwy (SR 365) at Whitehall Road/Kubota Way. Commission District 3.

*Consent*

- 11      Approve the single source purchase of Construction Administration and Quality Assurance Services for the Candler Road Landfill Cell 3 Construction for Public Works & Utilities from Burns & McDonnell Engineering Company, Inc. of Atlanta, GA, in the amount of \$645,000.00.

*Consent*

### **Sheriff's Office**

*Lieutenant John Morgan, Sheriff's Office, addressed the Board.*

- 12      Approve the award of Task Order #2024-024 under RFQ/P #43-002 Demand Services for On-Call Electrical Contractors for Law Enforcement Center Generator Reconfiguration for the Sheriff's Office to Capital City Electrical Services, LLC of Norcross, GA, in the amount of \$284,500.00.

*Consent*

### **County Administrator**

*Mr. Propes did not have any items to report.*

### **Public Comments**

*There were no comments from the public.*

### **Commission Time**

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

- *Lucy Jenkins, Kings Hawaiian*
- *Steven Smith, University of North Georgia*

**Adjourn**

*Chairman Higgins adjourned the meeting at 3:16 p.m.*



## AGENDA ITEM

### Consent Agenda

**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 202/2024

**SUBJECT:** Approve the March 28, 2024 Voting Meeting minutes.

**Meetings:**

**Work Session Date:** 04/08/24                      **Voting Meeting Date:** 04/11/24

**Executive Summary:**

**Presenter:** CA

**Recommendation:**  
Approve.

**Purpose of Request:** Approve the March 28, 2024 Voting Meeting minutes.

**History:**

**Facts and Issues:**                                      **Options:**

**Funding Requested** \$ 0.00

**Are funds within current budget?** No

**Source of Funds**

**Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** No

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

**Is there a deadline for this item?** 2024-04-11

**Approvals:**

<b>Approve</b>	<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>
AO	WLI	CR	JR

**Attachments:**

March 28, 2024 Voting Meeting Minutes





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

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

**Streamed Live on Hall County Government's Website - [www.hallcounty.org](http://www.hallcounty.org)  
Thursday, March 28, 2024 - 06:00 PM**

**Call to Order**

*Chairman Higgins at 6:10 p.m.*

*Present:*

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

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

**Approve Agenda**

*Commissioner Powell/Commissioner Poole — approve — unanimous*

**Invocation**

1 Chairman Richard Higgins

**Pledge**

2 Commissioner Jeff Stowe

**Public Comments**

*The following people addressed the Board:*

- David Hornsby, 4566 Peckerwood Road, Gillsville*
- Joseph Cody, 5109 Little River Drive, Gainesville*

**Consent Agenda**

*Commissioner Stowe/Commissioner Poole — approve — unanimous*



- 3 Approve the March 14, 2024 Voting Meeting minutes.
- 4 Approve the March 25, 2024 Work Session minutes.
- 5 Approve the award of IFB #034-44 Animal Shelter Generator Replacement for Animal Services to Capital City Electrical Services, LLC of Norcross, GA, in the amount of \$168,350.00.
- 6 Approval and authorization for the Chairman to execute a resolution accepting 3.535 acres of improved real property known as 1280 Athens Street, Gainesville, GA, deeded to the County by the Gainesville and Hall County Development Authority for access to Butler Park, and to authorize the Chairman to execute any and all documents necessary to effectuate the transaction, subject to the review and approval of the County Attorney.
- 7 Approve the application for the FY 2024 State Homeland Security Program grant for the Fire Rescue Hazmat Team to purchase identification equipment for hazardous materials in the amount of \$80,990.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. No match is required.
- 8 Approve the Agreement for Reservation of Sewerage Service between Hall County and Clayton Properties Group, Inc. for the capacity of 46,000 gallons per day for Ponderosa Farms Subdivision, in the amount of \$1,775,968.00. Commission District 2.
- 9 Approve the extension of \$615,335.39 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Union Grove Phase II Subdivision. Commission District 1.
- 10 Approve the release of a \$429,745.31 Guaranty Performance/Maintenance Agreement and acceptance of streets in Lancaster Subdivision Phase II into Hall County maintenance. Commission District 1.
- 11 Approve the release of a \$516,275.00 Irrevocable Letter of Credit/Performance Agreement and acceptance of streets in Overlook at Marina Bay Subdivision. Commission District 2.
- 12 Approve the acceptance of \$86,000.00 Irrevocable Letter of Credit/Performance Agreement for stormwater management facilities and sidewalks in Overlook at Marina Bay Subdivision. Commission District 2.
- 13 Approve the 2022 real property refund in the amount of \$2,131.42 for overpayment of Hall County Taxes regarding 9.95 acres of property located at 0 Gainesville Street, Flowery Branch to the Summit Lake Homeowners Association, Inc.
- 14 Approve the ratification of the application for the Criminal Justice Coordinating Council's (CJCC) FY 2025 Accountability Court Funding Program for Family Treatment Court for staffing, technical and professional services, supplies, and training in the amount of \$280,509.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. An in-kind match of \$42,076.00 is required.

- 15 Approve the ratification of the application for the Criminal Justice Coordinating Council's (CJCC) FY 2025 Accountability Court Funding for the HELP Program to fund HELP staff, provide surveillance, counseling, drug testing, transportation and medication assistance in the amount of \$506,613.00, and if awarded, appoint the Grants Manager as Program Designee and authorize the Chairman to execute all related application and award documents. An in-kind match of \$75,992.00 is required.
- 16 Approve the ratification of the application for the Criminal Justice Coordinating Council's (CJCC) FY 2025 Accountability Court Funding for the DUI Treatment Court to fund staff, increase surveillance, transportation, counseling, drug testing, supplies, and training in the amount of \$119,568.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. An in-kind match of \$17,935.00 is required.
- 17 Approve the ratification of the application for the Criminal Justice Coordinating Council's (CJCC) FY 2025 Accountability Court Funding Program for the Drug Court for staffing, technical and professional services, supplies, and training in the amount of \$1,002,462.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. An in-kind match of \$150,369.00 is required.

*Commissioner Powell stated that item 23 would be withdrawn, item 24 would be tabled to April 23, 2024, item 25 would be withdrawn, and item 26 would be withdrawn and that there will be no public hearings conducted on those items.*

**Other Business - Appointments for Consideration**

- 18 Appointment to the Chicopee Woods Area Park Commission to serve a term from March 27, 2024 to March 26, 2027. Commission District 1.  
  
*Commissioner Cooper/Commissioner Stowe — re-appoint Keith Morris — Vote: 4 to 0*  
  
*Commissioner Cooper — aye*  
  
*Commissioner Powell — aye*  
  
*Chairman Higgins — aye*  
  
*Commissioner Poole — abstained*  
  
*Commissioner Stowe — aye*  
  
*Motion passed.*
- 19 Appointment to the Chicopee Woods Area Park Commission to serve a term from March 27, 2024 to March 26, 2027. Commission District 3.  
  
*Commissioner Poole/Commissioner Powell — appoint Adam Clark — unanimous*

**Other Business - County Attorney**

*Mr. Linkous addressed the Board.*

- 20 Approve the Notice of Limitation of Use and Declaration of Covenant for all Butler Park property and authorize the Chairman to execute the Notice and any documents necessary to limit the use of the Butler Park property in accordance with the Land and Water Conservation Fund Act of 1965, subject to the review and approval of the County Attorney.

*Commissioner Powell/Commissioner Stowe — approve — unanimous*

**Other Business - Public Works and Utilities**

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

- 21 Approval and authorization for the Chairman to execute a Settlement Agreement for the purchase of 0.219 acres of real property and 0.137 acres for permanent and temporary easements for the purpose of constructing and maintaining slopes and relocating utilities, located at 3590 Thompson Bridge Road, Hall County, GA, tax parcel number 10104 000012, for the sum of \$1,866,757.00, and authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval of the County Attorney.

*Commissioner Powell/Commissioner Stowe — approve — unanimous*

- 22 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.

*Mr. Lawhon introduced the item. Mr. Nash discussed the item. Mr. Lawhon conducted the Public Hearing.*

*The following people addressed the Board:*

*Favor:*

- *William Mendez, 1754 Meadowview Drive, Gainesville*

*Opposition:*

- *Scott Wright, 1086 Glenwood Drive, Gainesville*
- *Eric Moulder, 2279 Spring Road, Gainesville*
- *Mandy Harris, 2195 Spring Road, Gainesville*

*Commissioner Stowe/Commissioner Powell — deny — unanimous*

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

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

- 23 **5348 Channel Drive | Amend Conditions |** of a previous rezoning on a 17.60± acre tract located on the south side of Channel Drive, approximately 2,085 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15001C000007 | **Proposed Use: 2-lot subdivision |** Commission District 3 | **Robert Ratcliffe, applicant.** Note: Tabled at the February 8, 2024 Voting Meeting until the March 28, 2024 Voting Meeting.

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

*Mr. Lawhon introduced the item. Ms. Garmon discussed the item.*

*Commissioner Stowe/Commissioner Poole — approve withdrawal of item 23 — unanimous*

*Commissioner Cooper exited the meeting.*

- 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.** Note: Tabled at the March 14, 2024 Voting Meeting until the March 28, 2024 Voting Meeting.

*Commissioner Powell/Commissioner Poole — approve removing item 24 from the table — Vote: 4 to 0*

*Commissioner Cooper — absent*

*Commissioner Powell — aye*

*Chairman Higgins — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

*Mr. Lawhon introduced the item. Ms. Garmon discussed the item.*

*Commissioner Stowe/Commissioner Powell — approve tabling item 24 until the April 23, 2024 Voting Meeting — Vote: 4 to 0*

*Commissioner Cooper — absent*

*Commissioner Powell — aye*

*Chairman Higgins — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

*Commissioner Cooper re-entered the meeting.*

- 25 **4610, 4616, 4630 & 4636 Winder Highway | Amend Conditions** | of a Planned Residential Development (PRD) on a combined 31.64± acre tract located on the southwest side of Winder Highway, at the intersection with Plantation Drive | Zoned PRD; Tax Parcel 15037A000001 & 15037A000070 | **Proposed Use: 54-lot single-family residential development** | Commission District 1 | **Steven P. Gilliam, applicant**

*Mr. Lawhon introduced the item. Ms. Garmon discussed the item.*

*Commissioner Cooper/Commissioner Powell — approve withdrawal of item 25 — unanimous*

- 26 **2554 White Sulphur Road | Rezone** | from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) | on a 11.94± acre tract on the east side of White Sulphur Road, approximately 230 feet from its intersection with Ramsey Circle | Zoned AR-III; Tax Parcel 15020C000005 | **Proposed Use: 53-unit townhome development** | Commission District 3 | **CMWB Company, LLC, applicant**

*Mr. Lawhon introduced the item. Ms. Garmon discussed the item.*

*Commissioner Poole/Commissioner Powell — approve withdrawal of item 26 — unanimous*

27

**6384 Yellow Creek Road | Use Subject to County Commission Approval** | on a 53.13± acre tract located on the northwest side of Yellow Creek Road, approximately 350 feet from its intersection with Cajitoma Drive | Zoned AR-III; Tax Parcel 11129 000028 | **Proposed Use: Equestrian center** | Commission District 2 | **Sara Hathaway, applicant**

*Mr. Lawhon introduced the item. Ms. Garmon discussed the item. Mr. Lawhon conducted the Public Hearing.*

*The following people addressed the Board:*

*Favor:*

- *Sara Hathaway, 241 Sundown Way, Dawsonville*

*Commissioner Powell/Commissioner Poole — approve with the five (5) conditions listed below — unanimous*

*Conditions:*

- 1. The property shall be developed in accordance with the site plan dated December 18, 2023, and as described in the project narrative submitted on December 28, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
- 2. The structure designated on the site plan as the Rehabilitation Barn or any other structures closer than 200 feet to the property lines shall not be used for consistent and regular boarding of horses. Use of these buildings shall be restricted to the information provided in the application's narrative.*
- 3. Further development of the property beyond what is delineated on the site plan is permitted provided any improvements comply with all county standards and ordinances, supplemental regulations, and all other requirements as established by the Official Code of Hall County enforced at the time of development.*
- 4. All conditions of zoning shall be made a part of any plats or construction plans created for the property.*
- 5. Interior padlock fences shall be moved as needed.*

28

**2030, 2034, 2036, 2038 & 2040 Spring Road | Rezone** | from Highway Business (H-B) to Planned Residential Development (PRD) | on a combined 1.99± acre tract located on the north side of Spring Road, approximately 475 feet from its intersection with Skelton Road | Zoned H-B; Tax Parcel 00122 002013, 14, 15 & 16 | **Proposed Use: 13-unit townhome development** | Commission District 4 | **Tim Ferguson, applicant**

*Mr. Lawhon introduced the item. Ms. Garmon discussed the item. Mr. Lawhon conducted the Public Hearing.*

*The following people addressed the Board:*

*Favor:*

- *Carla Walker, 340 Jesse Jewell Parkway Suite 650, Gainesville*

*Opposition:*

- *Eugene Moon, 2070 Skelton Road, Gainesville*
- *Eric Moulder, 2279 Spring Road, Gainesville*
- *Mandy Harris, 2195 Spring Road, Gainesville*

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

*Conditions:*

- 1. The property shall be developed in accordance with the site plan dated January 4, 2024, and as described in the project narrative submitted on January 2, 2024, 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 13 townhome units.*
- 3. A variance shall be granted relieving the developer from including sidewalks within the development.*
- 4. Building elevations shall substantially adhere to the submitted renderings. Final review and approval of building elevations is subject to the Planning and Zoning Administrator, or their designee.*
- 5. All units shall include a minimum one-car garage.*
- 6. Guest vehicle parking shall be provided at a ratio of 1 parking space per 2 units. These parking spaces may also serve the cluster mailbox unit. All roadway design and parking configurations shall meet Hall County Traffic standards.*
- 7. All residential driveways shall measure no less than 20 feet from the internal drive aisle of the development to the garage door.*
- 8. 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.*
- 9. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County.*
- 10. All conditions of zoning shall be made a part of any plats or construction plans created for the property.*
- 11. A 6-foot opaque fence shall be installed along all external boundaries of the development, excluding where adjacent to Spring Road Right of Way.*
- 12. Detention pond shall be designed to meet requirements as outlined in the stormwater report. If a detention pond is required adjacent to Spring Road right-of-way, it shall be designed to be discrete and utilize solutions that are similar to bioswales or underground storage or similar in order to maintain a more desirable aesthetic. Final review and approval of the stormwater management plan shall be subject to the Assistant Director of Planning and Development, or their designee.*
- 13. The development shall be one owner and all rental.*

**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 Parcels 00063 008022, 23, & 24 | **Proposed Use: 10-unit residential development** | Commission District 4 | **Alex Petry, applicant**

*Mr. Lawhon introduced the item. Ms. Garmon discussed the item. Mr. Lawhon conducted the Public Hearing.*

*The following people addressed the Board:*

*Favor:*

- *Alex Petry, 434 Green Street, Gainesville*
- *Frank Norton, 687 East Lake Drive, Gainesville*

*Opposition:*

- *Allen Reynolds, 18 Spring Street, Gainesville*
- *Jeff Archer, 1693 Fairview Drive, Gainesville*
- *Henry Edge, 22 Spring Street, Gainesville*

*Commissioner Stowe/Commissioner Powell — approve with the nine (9) conditions listed below — Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Higgins — aye*

*Commissioner Poole — abstained*

*Commissioner Stowe — aye*

*Motion passed.*

*Conditions:*

1. *The property shall be developed in accordance with the site plan submitted on November 17, 2023 and as described in the project narrative submitted on December 11, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
2. *The encroachment of the existing carport which crosses over the southwestern property line shall be resolved by either removal or modification of the structure, or the property line shall be modified in such a way to eliminate the encroachment. Any changes to property boundaries shall be reviewed and approved by the county's standard plat review process.*
3. *The development shall be limited to a total of 10 dwelling units.*
4. *The minimum heated floor area (HFA) shall be 512 square feet.*
5. *There shall be no more than five (5) parking spaces along Spring Street as*



*noted on the site plan dated November 17, 2023, and there shall be no less than eighteen (18) parking spaces total provided for the development.*

- 6. Architectural style and materials shall be consistent with the submitted renderings. Final review and approval of building elevations is subject to the Planning and Zoning Administrator, or their designee.*
- 7. 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.*
- 8. All conditions of zoning shall be made part of any plats created for the subdivision.*
- 9. The development shall include tree plantings on the slope below the parking area and bungalow to provide screening, as well as along the rear boundary behind the bungalows. Final review and approval of the planting design including tree species shall be subject to the Assistant Director of Planning and Development, or their designee.*

30

**6585 Johnson Circle | Appeal a Planning Commission Decision for a Variance | 17.240.010. to reduce the front yard setback from 55 feet to 36 feet from centerline of road | on a 0.34± acre tract located on the north side of Johnson Circle, approximately 517 feet from its intersection with Yacht Club Road | Zoned PRD; Tax Parcel 08161 004005 | **Proposed Use: Construction of a single-family residence** | Commission District 2 | **Kristy Wilkerson – Brown Haven Homes, applicant; Gail Hunter, appellant****

*Mr. Lawhon introduced the item. Ms. Garmon discussed the item. Mr. Lawhon conducted the Public Hearing.*

*The following people addressed the Board:*

*Favor:*

- Gail Hunter, 6599 Johnson Circle, Flowery Branch*

*Opposition:*

- Tom Valichka, 530 Hiawassee Estates Drive, Hiawassee*
- Kristy Wilkerson, 4112 Shale Drive, Dawsonville*

*Commissioner Powell/Commissioner Stowe — deny appeal and uphold planning commission's approval with the four (4) conditions listed below — unanimous*

*Conditions:*

- 1. The property shall be developed in accordance with the site plan dated January 5, 2024, with the front yard setback being reduced from 55 feet to 36 feet from centerline of Johnson Circle.*
- 2. Foundation to be staked by surveyor prior to issuance of building permit.*
- 3. All conditions of zoning shall be made part of any plats created for the property.*
- 4. Pursuant to 2.60.060, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy, or establishment of business within six months from the date of approval by the board, said approval shall become null and void.*

### **County Administrator**

*Mr. Propes did not have any items to report.*

### **Commission Time**

*Commissioner Kathy Cooper, District 1, wished everyone a Happy Easter.*

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

- *Jennifer Ledford, Northeast Georgia Health System*
- *Adrienne Cloud, Gainesville High School*

*Commissioner Gregg Poole, District 3, wished everyone a Happy Easter and stated his concerns with the permitting process. Stated he appreciates everyone's efforts in getting the issue fixed.*

## **Adjourn**

*Commissioner Powell/Commissioner Stowe — adjourn at 7:39 p.m. — unanimous*



## AGENDA ITEM

### Consent Agenda

**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 203/2024

**SUBJECT:** Approve the March 28, 2024 Executive Session minutes.

**Meetings:**

**Work Session Date:** 04/08/24                      **Voting Meeting Date:** 04/11/24

**Executive Summary:**

**Presenter:** CA

**Recommendation:**  
Approve.

**Purpose of Request:**  
Approve the March 28, 2024 Executive Session minutes.

**History:**

**Facts and Issues:**

**Options:**

**Funding Requested** \$ 0.00

**Are funds within current budget?** No

**Source of Funds**

**Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** No

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

**Is there a deadline for this item?** 2024-04-11

**Approvals:**

Approve	Attorney	Administration	Clerk
AO	WLI	CR	JR

**Attachments:**





## AGENDA ITEM

### Consent Agenda

**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 204/2024

**SUBJECT:** Approve the March 28, 2024 Meeting minutes.

**Meetings:**

**Work Session Date:** 04/08/24                      **Voting Meeting Date:** 04/11/24

**Executive Summary:**

**Presenter:** CA

**Recommendation:**  
Approve.

**Purpose of Request:** Approve the March 28, 2024 Meeting minutes.

**History:**

**Facts and Issues:**                                      **Options:**

**Funding Requested** \$ 0.00

**Are funds within current budget?** No

**Source of Funds**

**Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** No

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

**Is there a deadline for this item?** 2024-04-11

**Approvals:**

<b>Approve</b>	<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>
AO	WLI	CR	JR

**Attachments:**

March 28, 2024 Meeting Minutes





**HALL COUNTY BOARD OF COMMISSIONERS  
MEETING MINUTES**

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

**Streamed Live on Hall County Government's Website - [www.hallcounty.org](http://www.hallcounty.org)  
Thursday, March 28, 2024 - 05:00 PM**

**Call to Order**

*Chairman Higgins at 5:00 p.m.*

*Present:*

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

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

*Commissioner Powell/Commissioner Poole — to go into Executive Session at 5:00 p.m. — unanimous*

*Van Stephens was present by phone.*

**Executive Session**

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

*Commissioner Stowe/Commissioner Powell — to adjourn the Executive Session at 6:03 p.m. — unanimous*

**Adjourn**

*Commissioner Cooper/Commissioner Poole — adjourn the Meeting at 6:03 p.m. — unanimous*





## AGENDA ITEM

### Consent Agenda

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**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 139/2024

**SUBJECT:** Approve the award of IFB #035-44 Evaluate & Repair/Replace Constant Volume Power Induction Unit (PIU) Boxes at the Hall County Courthouse for Facilities Management to JR Hobbs Co-Atlanta, LLC of Lawrenceville, GA, in the amount of \$251,720.00.

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#### Meetings:

**Work Session Date:** 04/08/24

**Voting Meeting Date:** 04/11/24

#### Executive Summary:

**Presenter:** WD  
**Recommendation:** Approve.

#### Purpose of Request:

Approve the award of IFB #035-44 Evaluate & Repair/Replace Constant Volume Power Induction Unit (PIU) Boxes at the Hall County Courthouse for Facilities Management to JR Hobbs Co-Atlanta, LLC of Lawrenceville, GA, in the amount of \$251,720.00.

#### History:

This project is being strategically coordinated with the Sheriff's Office and Court Administration so as not to disrupt court proceedings while adhering to proper building security policy and procedure.

#### Facts and Issues:

This project involves replacing twenty-four (24) constant volume power induction unit (PIU) boxes, located sporadically on all four (4) floors of the courthouse building, that are over 20 years old and beyond their useful lives as replacement parts are becoming more difficult to acquire. These PIU boxes serve the court rooms and large common areas of the courthouse by constantly moving air through the HVAC system to heat and cool these areas. JR Hobbs Company of Lawrenceville, GA submitted the lowest bid to replace all twenty-four (24) units.

#### Options:

**Funding Requested**

\$ 251,720.00

**Are funds within current budget?**

Yes

**Source of Funds**

Capital Projects

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

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

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

**Approvals:**

<b>Buyer</b>	<b>Submit</b>	<b>Purchasing</b>	<b>Budget</b>
AY	WD	AY	EW
<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>
WG	WLI	CR	JR

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**Attachments:**

Financial Supplement

Contract - JR Hobbs

Bid Tab



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

**AGENDA ITEM 139/2024**

**Funds Requested:** \$ 251,720.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Capital Projects

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2024	350-CAPITAL PROJECTS FUND	1565-BUILDINGS AND MAINTENANCE	541300-BUILDING AND IMPROVEMENTS	\$251,720.00

**Budget Transfer Items:**

**Additional Information/Comments:**

Lamar Jones (770) 531-5357

**Contact for Questions:** KI

**Phone:**

770-531-5354



# 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:** March 13, 2024

**To:** Richard Higgins, Chairman, Board of Commissioners

**From:** Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached Contract.

**Bid/Contract No:** IFB #035-44

**Contract Name:** Evaluate & Repair/Replace Constant Volume Power Induction Unit (PIU) Boxes at Hall County Courthouse

**Department(s) Requesting Contract** Court Administration, Building Maintenance

**Vendor Name:** J.R. Hobbs Co - Atlanta

- Price Increase Requested      Percentage Increase: \_\_\_\_\_
- Demand Service Contract      Previous Spend: \_\_\_\_\_
- Commodity Contract      Requested Amount: \$ 251,720.00
- Service Contract      (or Estimated Amount: \$ \_\_\_\_\_)

**Comments:**

This contract is for HVAC services to replace twenty-four (24) of the constant air flow boxes in the Hall County Courthouse that are beyond their useful lives, and replacement parts have become a challenge to procure.

ATTACHMENT A  
PRICE INCREASE DETAILS

**Bid/Contract No:** IFB #035-44

**Bid/Contract Name:** Evaluate & Repair/Replace Constant Volume  
Power Induction Unit (PIU) Boxes at Hall County Courthouse

Price Increase (if any)

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Hall County Government  
FINANCIAL SERVICES

**ORIGINAL**

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA  
COUNTY OF HALL

CONTRACT # 035-44

For the provision of

**Evaluate & Repair/Replace Constant  
Volume Power Induction Unit (PIU) Boxes at  
Hall County Courthouse**

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

**ARTICLE #101 – INTRODUCTION**

This Contract for the evaluation and repair and/or replacement of constant volume power induction unit (PIU) boxes at Hall County Courthouse (hereinafter "Services") as entered into on February 19, 2024, is by and between; Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and J.N. HARRIS CO-ALABAMA, located at 2021 (EDDAYS RD) LAWRENCEVILLE GA 30043 (Hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

**Whereas**, the 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**, any exhibits, attachments, and references are all incorporated herein by reference,

**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 as the **Scope of Work**.
- B. County hereby agrees as good and valuable compensation as provided in the attached quote, as incorporated herein by reference, (including Performance & Payment Bonds and all permits if required) shown below:

C. Price Escalation Clause – Contractor may request up to a three percent (3%) price increase at time of contract renewal. Price increases are not guaranteed.

**ORIGINAL**

**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  
Facilities Management  
kivey@hallcounty.org  
(678) 617-4517

**COUNTY ISSUING OFFICER**

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

**CONTRACTOR'S CONTACT INFO**

Name: Travis Riley  
Title: Director of Commerical Service  
Address 1: 2021 Cedars rd, Suite 100  
Address 2:  
City, State, Zip: Lawrenceville, GA 30043  
Ph: 844-711-3302  
Email: service@jrhobbs.com

**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**

Contract shall remain in full force and effect until such time as contractor has fully completed all work and all subcontractors and material supplier's liens have been satisfied unless otherwise terminated by one of the parties in accordance with *Article #108 – TERMINATION* of this contract.

**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,



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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



**ORIGINAL**

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 – TERMINATION*, 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 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.

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4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds 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 this Contract.



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**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 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 notify County of (i) 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.

**ORIGINAL**

- 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 use County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. 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 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 listed above in *ARTICLE #103 – NOTICES*. A PO is considered “issued” when the e-mail containing the PO is sent by the County to the Contractor.

1. 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. Verbal communications from the County to the Contractor shall not authorize Contractor to being work or ship any product. The County shall only be liable for payment for goods or services strictly authorized by a PO.
2. 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 pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION*, a time extension letter, or as otherwise authorized by the County.

**B. Invoice/Payment.**

1. Contractor shall invoice the County via email each month solely to [accountspayable@hallcounty.org](mailto:accountspayable@hallcounty.org) and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102 – 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 above 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 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* 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



**ORIGINAL**

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 under 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 Contractor's total initial award dollar amount. The County will only issue a Notice to Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each Renewal Option Term(s) or Extension(s) that follow.

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

#### **ARTICLE #124 – RETAINAGE**

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

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

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

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

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days 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 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 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.

- A. EXHIBIT A – Bid Response Form
- B. EXHIBIT B – Contract for Services
- C. EXHIBIT C – Cost Proposal Worksheet
- D. EXHIBIT D – W-9 Form
- E. EXHIBIT E – E-Verify Affidavit
- F. EXHIBIT F – Ethics Affidavit
- G. EXHIBIT G – 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 this is the intent of the parties to this agreement 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.



**ORIGINAL**

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. County retains the right to "red-line" sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a PO and delivery of Goods or Services serves as the Supplier's full and complete acceptance of County's Terms and Conditions.
6. The terms supplier, vendor, bidder, offeror, 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. 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 PO 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 PO, 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 shall ship all quantities that it has in stock and hold orders for backorders.
19. 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 addresses exist on the PO.
22. Risk of loss of the goods shall pass to County upon inspection and acceptance only.

**ORIGINAL**

23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by 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 this contract 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 debarred, suspended, or declared ineligible by any agency of the County, 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]

**ORIGINAL**

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

**PRINT COMPANY'S FULL LEGAL NAME**

**HALL COUNTY, GEORGIA**

J.R. Hobbs Co-Atlanta  
\_\_\_\_\_

By: Travis Riley

Print Name: Travis Riley

Title: Director of Commercial Service

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

Richard Higgins, Chairman  
Hall County Board of Commissioners

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

Sworn to and subscribed before me this

19<sup>th</sup> Day of February, 2024

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

Notary Public: Natalie J. Murray

Approved as to Form  
William J. Linkous III

William J. Linkous III, County Attorney or  
designee

Notary commission expires: 1/12/27

[Locus Sigilli – Seal or Stamp]





<b>IFB #:</b>	<b>035-44 Evaluate &amp; Repair/Replace Constant Volume Power Induction Unit (PIU) Boxes at Hall County Courthouse</b>	<b>JR Hobbs</b>	<b>Lanier HVAC</b>	<b>Graphite Construction LLC</b>	<b>Service First HVAC, Inc</b>	<b>Lawson Air Conditioning &amp; Plumbing, Inc</b>
		<b>Lawrenceville, GA</b>	<b>Gainesville, GA</b>	<b>Cartersville, GA</b>	<b>Buford, GA</b>	<b>Gainesville, GA</b>
<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>PRICE</b>	<b>PRICE</b>	<b>PRICE</b>	<b>PRICE</b>	<b>PRICE</b>
1	Repair PIUs	\$223,287.67			NO BID	NO BID
2	Replace PIUs	\$251,720.00	\$262,151.86	\$346,039.00	NO BID	NO BID

**RECOMMENDED AWARD: JR Hobbs**

**TOTAL AWARDED AMOUNT: \$251,720.00**

**Total number of bids sent: 42**

**Number of bids sent to Hall County contractors: 19**

**Number of bids received: 5**

**Number of Hall County bids received: 3**

**Number of "No Bids": 2**



## AGENDA ITEM

### Consent Agenda

**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 170/2024

**SUBJECT:** Approve the Research Services Agreement for evaluation of the Reentry Accountability Courts Transition (REACT) Program to determine recidivism rates of participants for the Correctional Institution to Applied Research Services, Inc., in the amount of \$50,000.00.

#### Meetings:

**Work Session Date:** 04/08/24

**Voting Meeting Date:** 04/11/24

#### Executive Summary:

**Presenter:** WD  
**Recommendation:** Approval

**Purpose of Request:**  
 Approve the Research Services Agreement for evaluation of the Reentry Accountability Courts Transition (REACT) Program to determine recidivism rates of participants for the Correctional Institution to Applied Research Services, Inc., in the amount of \$50,000.00.

**History:**  
 The REACT program began in 2014 as a unique re-entry program focusing on Educational, Vocational, and Employment programming for state inmates returning to Hall and Dawson Counties.

#### Facts and Issues:

#### Options:

<b>Funding Requested</b>	\$ 50,000.00
<b>Are funds within current budget?</b>	No
<b>Source of Funds</b>	General
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes
<b>Has it been reviewed by the County Attorney?</b>	No
<b>Is there a deadline for this item?</b>	2024-04-30

#### Approvals:

Submit	Budget	Finance	Attorney
--------	--------	---------	----------

<b>Submit</b>	<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>
WD	EW	WG	WLI
<b>Administration</b>		<b>Clerk</b>	
CR		JR	

**Attachments:**

Financial Supplement  
Research Services Agreement  
Sole Source Justification  
Sole Source Letter from Applied Research Services



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

**AGENDA ITEM 170/2024**

**Funds Requested:** \$ 50,000.00

**Request Budgeted:** No

**Proposed Source of Funding:**

**Budget Transfer Requested:**

General

Yes

**Funding Source Items:**

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND	3420-CORRECTIONAL INSTITUTE	521000-PROFESSIONAL SERVICES	\$50,000.00

**Budget Transfer Items:**

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND	3420-CORRECTIONAL INSTITUTE	522200-REPAIRS AND MAINTENANCE	\$-10,000.00
2024	100-GENERAL FUND	3420-CORRECTIONAL INSTITUTE	522202-COMPUTER REPAIRS & MAINTENANCE	\$-12,000.00
2024	100-GENERAL FUND	3420-CORRECTIONAL INSTITUTE	531701-PRISONER CLOTHING	\$-15,000.00
2024	100-GENERAL FUND	3420-CORRECTIONAL INSTITUTE	531600-SMALL FURNITURE & EQUIPMENT	\$-3,500.00
2024	100-GENERAL FUND	3420-CORRECTIONAL INSTITUTE	521000-PROFESSIONAL SERVICES	\$40,500.00

**Additional Information/Comments:**

Contract will not require payment until October 2024 in FY 2025 budget year.

**Contact for Questions:** WD

**Phone:**

678-989-8540

## RESEARCH SERVICES AGREEMENT

This Research Services Agreement (the “Agreement”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between Applied Research Services, Inc. (hereinafter referred to as CONTRACTOR) and the HALL COUNTY BOARD OF COMMISSIONERS (herein referred to as the CLIENT), whose principal place of business is located at 2875 Browns Bridge Road, Gainesville, Georgia, 30504. CLIENT and CONTRACTOR are sometimes referred to herein as a “Party” and collectively as the “Parties”.

**WHEREAS**, CLIENT desires that the CONTRACTOR pursue certain research services relating to CLIENT’s Reentry Accountability Courts Transition (“REACT”) program, operating within CLIENT’s Hall County Correctional Institution; and

**WHEREAS**, CLIENT desires to develop an understanding of the impact of the REACT Program participants; and

**WHEREAS**, CONTRACTOR is in the business of conducting and performing research services within correctional facilities to analyze REACT program recidivism rates, and

**WHEREAS**, CONTRACTOR desires to conduct and perform the research services for CLIENT pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties here to agree to the following:

1. Research Project Services: the CONTRACTOR agrees to perform the following research services (the “Services”) for CLIENT:

CONTRACTOR shall perform the work described in the attached “Scope of Work” identified as “Exhibit 1”.

In order for CONTRACTOR to perform the Services required under this Agreement, CLIENT shall provide all of its jail and REACT Program data to CONTRACTOR in a timely manner as required to satisfy the research objectives described in “Exhibit 1”.

2. Contract Term: The term of this Agreement shall be four (4) months with a commencement date of July 1, 2024 (“Project Commencement Date”) and a completion date of no later than October 31, 2024 (“Completion Date”). The completion date will be subject to extension only by mutual written agreement of the parties.
3. Compensation: CLIENT shall pay CONTRACTOR total compensation of \$50,000 (“Compensation”) which shall be paid in one lump sum payment no later than thirty (30) days after CONTRACTOR submits its final report to the CLIENT’s designated client contact, Walt Davis. CLIENT can terminate this Agreement provided CLIENT has given written notice to CONTRACTOR no less than thirty (30) days before the Project Commencement Date. If CLIENT attempts to terminate this Agreement less than



thirty (30) days before the Project Commencement Date and CONTRACTOR has already commenced research services in preparation of this Agreement, CLIENT shall be responsible for all costs and fees incurred by CONTRACTOR prior to receipt of notice of termination.

CONTRACTOR shall submit one draft of the final report for review and comment by CLIENT, if requested.

4. Authority and Agency Point of Contact: By signing below, CLIENT represents that it has the authority to enter into this Agreement for Research Services, and that CLIENT has the authority to pay Compensation to Contractor as required under this Agreement. Day-to-day logistics and questions pertinent to this Agreement will be managed by: Warden Walt Davis (individual) at the HALL COUNTY CORRECTIONAL INSTITUTION.
5. Termination:
  - a. *No Fault Termination with Notice*. Either party (CLIENT or CONTRACTOR) may terminate this Agreement prior to the Project Commencement Date provided that the terminating party has provided thirty (30) days advance written notice of termination, If CLIENT has commenced work on the Services required under this Agreement, CLIENT shall pay CONTRACTOR for its time spent performing such Services set forth in the SOW. CONTRACTOR shall be entitled to compensation upon submission of invoices and proper proof of claim until the date of receipt of the Notice of Termination. Contractor shall not continue to perform any of the Services during the thirty (30) days after receipt of the notice unless failure to do so would damage CONTRACTOR or CLIENT.
  - b. *Termination for Cause*. The occurrence of any one or more of the following events shall constitute cause for CLIENT to declare CONTRACTOR in default of its obligations, and no further amounts shall be due to CONTRACTOR:
    - i. CONTRACTOR becomes subject to bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law, including bankruptcy laws, or CONTRACTOR terminates or suspends its business;
    - ii. CONTRACTOR has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders while performing the Services required under this Agreement thus interfering with CONTRACTOR's ability to perform the Services;
    - iii. CONTRACTOR has knowingly and intentionally engaged in conduct that exposes CLIENT to liability; or

- iv. CONTRACTOR has knowingly and intentionally infringed upon any patent, trademark, copyright, trade dress or any other intellectual property rights of CLIENT.
- c. *Notice of Default.* If CLIENT believes that there is a default event as identified in paragraph 5(b), CLIENT shall provide written notice to CONTRACTOR of its intent to declare the Agreement Terminated for Cause pursuant to paragraph 5(b), and CLIENT shall identify which provision has been breached or violated, and CLIENT shall provide ten (10) days to CONTRACTOR to remedy or explain the alleged violation. If the breach or noncompliance is not remedied within the period of time specified in the written notice, CLIENT may:
  - i. Immediately terminate the Agreement without additional written notice and without payment of Compensation; or
  - ii. Enforce the terms and conditions of the Agreement and pay the Compensation as required.
- d. *Payment Limitation in Event of Termination.* In the event of termination of the Agreement for any reason, CLIENT shall pay only those amounts, if any, due and owing to CONTRACTOR for the Services actually rendered up to the date specified in the notice of termination for which CLIENT is obligated to pay pursuant to the Agreement. Payment will be made only upon submission of invoices and proper proof of CONTRACTOR's claim. CLIENT shall not be liable for any costs incurred by CONTRACTOR in its performance of the Agreement, including, but not limited to, startup costs, overhead, employee expenses, or other costs associated with the performance of the Services set forth in this Agreement.
- e. *CONTRACTOR's Termination Duties.* Upon receipt of notice of termination or upon request of CLIENT, CONTRACTOR shall:
  - i. 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 Agreement, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters CLIENT may require;
  - ii. Immediately cease using and return to CLIENT, any personal property or materials, whether tangible or intangible, provided by CLIENT to CONTRACTOR;
  - iii. Comply with CLIENT's instructions for the timely transfer of any active files and work product produced by CONTRACTOR under the Agreement. CLIENT is not entitled, during performance of the

Agreement under Exhibit 1 of after the termination of the CONTRACT, to any data collected from State of Georgia agencies, including but not limited to the Georgia Crime Information Center, the Georgia Department of Corrections, or the Georgia Department of Community Supervision, except for that provided in the final report.

- iv. Cooperate in good faith with CLIENT and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
  - v. Immediately return to CLIENT any payments made by CLIENT for Services that were not delivered or rendered by CONTRACTOR.
6. No Recitals: Each of the Parties agree and understand that all of the terms of this Agreement, including Exhibit “1”, are contractual and not merely recitals.
7. No Reliance: Each of the Parties acknowledge that they have not relied upon any promise, agreement, representation or statement, whether oral or written, that is not expressly set forth in this Agreement.
8. Tax Consequences: The Parties make no representations or warranties regarding this Agreement’s tax consequences, if any, and this Agreement is enforceable regardless of same. The Parties shall be solely responsible for any and all of their own taxes, interest, and/or penalties due and owing, if any, should any aspect of this Agreement be considered taxable to them.
9. Choice of Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its principles of conflicts of law. Any dispute arising from, relating to, or otherwise concerning this Agreement or attached hereto shall be brought in the Superior Court of Hall County, Georgia.
10. No Waiver: No waiver of any provision of this Agreement shall be effective unless made in writing and executed by the Party charged with making the waiver. No waiver of any of this Agreement’s provisions shall be deemed to constitute a waiver of any other provisions, regardless of any similarity between provisions, nor shall any such waiver constitute a continuing waiver, unless expressly designated as such in a writing signed by the Party charged with making the waiver.
11. Fees and Expenses: If any Party is required to commence legal proceedings to enforce the terms of this Agreement in the Superior Court of Hall County, Georgia, because of another party’s alleged breach, then the substantially prevailing party, as determined by the judge then presiding over the case in his or her sole and absolute discretion, shall be entitled to recover its reasonable attorney’s fees and expenses actually incurred in prosecuting or defending the case from the non-prevailing party. Any award of reasonable attorney’s fees and expenses shall be determined solely by the presiding judge in accordance with applicable law.

12. No Modifications: This Agreement may not be amended or modified except in a writing signed by all the Parties.

**CONTRACTOR:**  
Applied Research Services, Inc.

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

Name: John C. Speir, Ph.D

Title: President

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

**CLIENT: Hall County Board of  
Commissioners**

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

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

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

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

## EXHIBIT 1

### Georgia Criminal Justice Coordinating Council REACT Program (Reentry Accountability Courts Transition) Evaluation

#### Scope-of-Work

The following paragraphs describe the work to be undertaken by Applied Research Services, Inc. (ARS) to collect, analyze, and build recidivism reports for Hall County REACT program (Reentry Accountability Courts Transition). This proposal includes collecting, clearing, and distributing participant profiles and recidivism reports for REACT.

The project objective is to analyze REACT graduates' recidivism rates compared to those who did not enter the program. REACT operated a post-prison release (county camps) with extensive services for eligible offenders. REACT focuses on three major components: Education (GED), Vocational skills (Welding), Substance abuse treatment (RSAT), and Employment (Transitional Center). REACT adheres to the following county camp eligibility criteria:

- a. Medium security excludes the most serious violent offenders, sex offenders, and lifers. The only exception is armed robbery towards the later part of their sentence.
- b. No Mental Health issues.
- c. No chronic medical issues that prevent physical labor

#### Methodology

ARS will obtain REACT data from all program participants who completed the program and participant terminations. In addition to the intervention group, ARS will identify a similar cohort who did not enter REACT. ARS will use GDC releases from county maps to identify the comparison group for those returning to Hall County (specialized methods required).

This method will result in three samples: REACT graduates, terminations, and a statistically matched comparison group. The first step is to eliminate any inmates in the comparison group who do not meet the minimum REACT eligibility requirements. In addition to eligibility requirements, ARS will use Propensity Score Matching (PSM). PSM is a sophisticated statistical technique that assigns a score to each person, which provides the likelihood of a good match between that individual and a member of the REACT intervention group. This method guards against closely matched REACT comparison inmates. In prior Georgia studies (statewide accountability courts), ARS relies on the following in addition to the REACT eligibility requirements:

- GCIC rap sheet criminal history (priors)

- Current offense
- Prior incarcerations
- Sex
- Age
- and other available GDC data.
- Because REACT targets former inmates, ARS has the unique opportunity to use NGA Risk Needs Scores and prison security classification scores in the matching process to provide additional PSM matching factors, thus ensuring ARS compares similarly situated inmates.

This PSM matching is an iterative process requiring many runs to identify the factors that ensure ARS identifies a matched comparison group. Some factors work better than others. After identifying a valid comparison group, ARS will compare recidivism with different post-program recidivism measures.

### **Phase 1: Data Collection**

- A. ARS receives a list of REACT participants, including their GDCID and SID (if available), and any program data assuming it is not protected (HIPPA). ARS can pick up the matching participant characteristics from GDC.
- B. Extract the most current GDC inmate data.
- C. Prepare the GCIC rap sheet data for matching and recidivism.
- D. ARS/CJCC/REACT and further discuss the need for DCS, split supervision data. ARS will study splits to ensure they remain in Georgia. It is impossible to know whether end-of-sentence inmates who do not register a new Georgia arrest still live in Georgia.

### **Phase 2: Analysis**

In the past, ARS has used a suite of measures: new violent, sex, property, drug possession, drug sales, DUI, probation/violation, domestic violence, new felonies or misdemeanors, and time to failure. ARS will analyze the difference in outcome between the intervention and comparison groups using the identified outcome measures. Before undertaking the analysis, ARS, CJCC, and the REACT Director can collaborate on the most appropriate recidivism measures using GCIC rap sheet data (post-supervision arrests).

### **Phase 3: Preparation of Final Report**

ARS will draft a report for the CJCC and REACT Director and make any revisions as necessary.

**Timeline:** Depending on project start data and acquisition of REACT data, the REACT evaluation will begin on July 1, 2024 with October 1, 2024 set as the contract termination date. The completion date is contingent on timely access to Hall County data.

**Total Budget:** \$50,000 (based on prior accountability court evaluations)



## Sole Source/Brand and Single Source Justification

### Request Submitted By

<b>Name:</b>	
<b>Job Title:</b>	
<b>Department:</b>	
<b>E-Mail Address:</b>	
<b>Date of Request:</b>	

### Request Details

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

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

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

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

<b>Desired Supplier Name:</b>
<b>Desired Supplier Email:</b>
<b>Desired Supplier Phone Number:</b>



## Scope of Work

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

### Justifying a Sole Source/Brand

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

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

## Justifying a Single Source

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

Letter from Original Equipment Manufacturer (required):

Attached

### Purchasing Use Only

Buyer:

Buyer E-Mail Address:

Buyer Telephone:

Contract #:

Contract Name:

If publicly solicited, number of protests:

Outcome:

Bid # (if competitively bid):

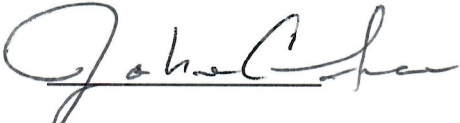
Purchase Order #:



This project requires regular access for research purposes to the Georgia Bureau of Investigation Georgia Crime Information Center (GCIC) Database, the Georgia Department of Community Supervision database, and the Georgia Department of Corrections Database. Communication with and review of potential vendors indicate that Applied Research Services is the only organization in Georgia with regular access to these databases for research purposes.

Applied Research Services (ARS) is the only research agency in Georgia with regular access for research purposes to the Georgia Bureau of Investigations (GBI), Georgia Crime Information Center (GCIC), Georgia Department of Community Supervision, and Georgia Department of Corrections databases. ARS is the contractual Research Provider for the Georgia Bureau of Investigations. Any research request using GCIC data must be made to the GBI, which upon approval of the request, forwards the data request to ARS for data provision and cleaning. ARS receives regular, updated extracts of the GCIC database from GBI for the contractual research work they provide to the Office of Planning and Budget's Offender Project Committee. ARS was the first research agency – in partnership with CJCC – to conduct policy research using CCH data in 1997.

ARS has also worked closely with numerous Georgia agencies for more than 25 years, analyzing Department of Corrections inmate data, as well parole and probation data. In particular, ARS was the lead research partner evaluating a Georgia \$6 million inmate re-entry program. ARS is the only agency qualified and experienced to acquire, process, and analyze the data within the proposed contract timeframe.



President



## AGENDA ITEM

### Consent Agenda

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**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 127/2024

**SUBJECT:** Approve the annual contract renewal for Fleet Maintenance and Repair Services for Fire Rescue Vehicles and Apparatus Equipment for Fire Rescue to Ten-8 Fire & Safety LLC, of Bradenton, FL; and approval and authorization for the Chairman to renew the lease agreement with Ten-8 Fire & Safety LLC for the leasing of one (1) maintenance bay located at 2801 Allen Creek Road, subject to review and approval by County Attorney. The estimated annual cost is \$951,777.00.

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### Meetings:

**Work Session Date:** 04/08/24

**Voting Meeting Date:** 04/11/24

### Executive Summary:

**Presenter:** JS  
**Recommendation:** Approve.

### Purpose of Request:

Approve the annual contract renewal for Fleet Maintenance and Repair Services for Fire Rescue Vehicles and Apparatus Equipment for Fire Rescue to Ten-8 Fire & Safety LLC, of Bradenton, FL; and approval and authorization for the Chairman to renew the lease agreement with Ten-8 Fire & Safety LLC for the leasing of one (1) maintenance bay located at 2801 Allen Creek Road, subject to review and approval by County Attorney. The estimated annual cost is \$951,777.00.

### History:

The Board approved Agenda Item # 160/2023 for the sole source contract for Fire Rescue Fleet Vehicle Maintenance and Repair Service Agreement and Lease Agreement on May 25, 2023.

### Facts and Issues:

Renewal is for year two (2) of a five (5) year contract.

### Options:

**Funding Requested**

\$ 951,777.00

**Are funds within current budget?**

Yes

**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?**

2024-03-11

**Approvals:**

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

**Attachments:**

Financial Supplement

Contract Renewal

Original Contract



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

**AGENDA ITEM 127/2024**

**Funds Requested:** \$ 951,777.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2025	270-FIRE SERVICES FUND	3520-FIRE RESCUE	522205-VEHICLE MAINTENANCE	\$567,523.00
2025	271-EMERGENCY SERVICES FUND	3630-EMS	522205-VEHICLE MAINTENANCE	\$384,254.00

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** CJS

**Phone:** 770-718-3280



# Hall County Government

FINANCIAL SERVICES

## CONTRACT RENEWAL EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

**Date:** March 6, 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:** #058-43

**Contract Name:** Fleet Maintenance and Repair Services for Fire Rescue Vehicles and Apparatus Equipment

**Department(s) Requesting Contract:** Fire Rescue

**Vendor Name:** Ten-8 Fire & Safety LLC, of Bradenton, FL

- |  |                                |
|--|--------------------------------|
| <input type="checkbox"/> Price Increase Requested            | Percentage Increase: N/A       |
| <input type="checkbox"/> Demand Service Contract             | Previous Spend: \$951,777.00   |
| <input type="checkbox"/> Commodity Contract                  | Requested Amount: \$951,777.00 |
| <input checked="" type="checkbox"/> Service Contract Renewal |                                |

**Comments:**

The Board approved Agenda Item # 160/2023 for the original sole source contract for Fire Rescue Fleet Vehicle Maintenance and Repair Service Agreement and Lease Agreement on May 25, 2023. This Renewal is for year two (2) of a five (5) year contract.







Hall County Government  
FINANCIAL SERVICES

February 5, 2024

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.7112

FINANCIAL SERVICES DIRECTOR  
Wesley Geddings

Ten-8 Fire & Safety LLC  
2904 59th Avenue Drive East  
Bradenton, FL 34203

Attn: Chad Lynch  
Regional Service Manager - GA  
Email: [clynch@ten8fire.com](mailto:clynch@ten8fire.com)  
Ph: (706) 819-3073

Subject: #058-43 Fleet Maintenance and Repair Services of Fire  
Rescue Vehicles and Apparatus Equipment

Dear Chad,

Please find attached a Contract Renewal, which is year two (2) of possible five (5) year terms, to extend the Contract for one (1) additional year.

If you are in agreement with the renewal, please sign, notarize and return the attached agreement. The County does accept digital signatures. Do not fax documents back. An executed copy will be returned to you upon countersignature by Hall County.

Please furnish an updated your Certificate of Insurance form along with a current W-9. Additionally, provide a current contact list including name(s), emails, and phone number(s) for your company if there are any changes. You may expect a Notice to Proceed to be issued on your renewal.

Please respond by February 2, 2024. Hall County appreciates your cooperation with this process.

Andy Penick  
Issuing Officer  
Hall County, Georgia, Board of Commissioners

**Contract Renewal**  
Year two (2) of five (5)

**Fleet Maintenance and Repair Services of Fire Rescue Vehicles and Apparatus Equipment**

Whereas, Contract #058-43-1 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Ten-8 Fire & Safety, LLC, of Forsyth, GA until June 30, 2024, and

Whereas, the County desires to extend the contract period beyond its initial year for an additional one (1) year term from July 1, 2024 through June 30, 2025 in accordance with the same Terms and Conditions and pricing of Contract #058-43 dated 05/25/2023, and

Whereas the Contractor has agreed to this renewal and agrees to provide services 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 modified as follows:

1. By extending the contract term through June 30, 2025,
2. Allow for price adjustments, if any, as agreed and recorded on Attachment A
2. Change Orders: Any and all change orders must be approved per the County's purchasing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

Therefore, with the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

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

Ten-8 Fire & Safety LLC

HALL COUNTY, GEORGIA

By: *Sean Olander*  
Print Name: Sean Olander  
Title: VP - Finance

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

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

Sworn to and subscribed before me this  
5<sup>th</sup> Day of February, 2024

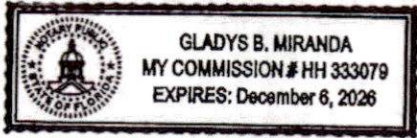
Attestment: \_\_\_\_\_  
County Clerk

Approved as to Form

Notary Public: *Gladys B. Miranda*

*William J. Linkous III*  
William J. Linkous III, County Attorney or designee

Notary commission expires: 12/6/26





Hall County Government  
FINANCIAL SERVICES

STATE OF GEORGIA  
COUNTY OF HALL

CONTRACT #058-43

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

## Fleet Maintenance and Repair Services For Fire Rescue Vehicles and Apparatus Equipment

### ARTICLE #101 - INTRODUCTION

This Contract #058-43 for Fleet Maintenance and Repair Services of Fire Rescue Vehicles and Apparatus Equipment, (hereinafter "Services") as entered into on the effective date of July 1, 2023, is by and between Hall County, Georgia, (hereinafter "County"), principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Ten-8 Fire & Safety, LLC, of Forsyth, GA (hereinafter "Contractor").

Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

**Whereas**, the parties do mutually desire to enter into this Contract to document the provision of Services, of other valuable consideration by the Contractor to the County in exchange for payment as compensation.

**Whereas**, in consideration of the terms, conditions, and mutual promises contained herein, expressed by a valid offer and acceptance, the receipt and sufficiency of which both 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 for Regular Scheduled Preventative Maintenance and additionally for Unscheduled On-Call Repair Services, either in the designated location(s) or by mobile service, as described herein.
- B. County agrees to provide 24/7 access to the shop located at 2801 Allen Creek Road for the exclusive use of the contractor in the execution of this contract per attached Exhibit B – Lease Agreement. Payment of water services, sewer services, electrical and air services

and all other utilities will be provided by the County. County will maintain the premises, mechanical elements and components of the building in a good state of repair,

- C. **Compensation.** County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled Exhibit A – Maintenance and Repair Fee Schedule, as incorporated herein by reference, for the vehicles and apparatus' listed on Exhibit C – Hall County Vehicle Fleet List.
- D. **Price Escalation Clause.** At each contract renewal contractor may request escalation up to, but no more than the annual Consumer Price Index (CPI) #CUSR0000SETD: Consumer Price Index for All Urban Consumers: Motor Vehicle Maintenance and Repair in U.S. City Average. There will be no price adjustments during each contract term period. The County does not guarantee price adjustments.

**ARTICLE #103 - NOTICES:**

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

**COUNTY PROJECT MANAGER**

Bradley Martin  
Division Chief of Support Services  
Hall County Fire Rescue  
470 Crescent Drive  
Gainesville, GA 30501  
bmartin@hallcounty.org  
Ph: (770) 531-6838

**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**

Chad Lynch  
Regional Service Manager, GA  
Ten-8 Fire & Safety, LLC  
Enter City, State, Zip  
clynch@ten8fire.com  
Ph: (706) 819-3073

**REMIT-TO ADDRESS**

Company's FEIN # 59-2812764  
2904 59<sup>th</sup> Avenue Drive East  
Bradenton, FL 34203

**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:**

1. This is a Multi-Year Term Contract including one (1) initial year and four (4) one-year renewal options for a maximum of five (5) years.

**A. Initial Contract Term.**

The Term of this Contract shall be from July 1, 2023 and expire on June 30, 2024. County and Contractor, by mutual agreement, may extend Contract up to four (4) additional one-year renewal periods by executed Amendment.

The term will last for Twelve (12) months from the Effective Date, unless terminated by the parties pursuant to *ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE*, thereof.

**B. Contract Renewal.** The County shall have the option to renew the Contract for up to four (4), one (1) year periods. The price, terms, and conditions in effect at the time of each renewal shall remain the same unless the Parties amend the Contract by mutual agreement. Renewal(s) will depend upon the best interests of the County, available funding, and Contractor's performance. The County may execute its renewal options through the issuance of a Contract Renewal Document, with the evidence thereof in writing and signature by both Parties. The County does not accept nor acknowledge automatic renewals and shall have no obligations, payment or otherwise, associated therewith.

**C. Contract Extension.** The County and the Contractor may enter into a Contract Extension term past the renewal period to continue the services if this Contract terminates, or is likely to terminate, prior to the making of a new award for the identified Services. The County may with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the County a continuous supply of the identified Services for up to one (1) calendar year or portions thereof.

**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:**

Either party may terminate this Contract by providing six (6) months 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 with-in six (6) months after the Notice to Terminate issuance. 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 six (6) months 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 appears substantially endangered, or that default is likely to occur or imminent.
  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. Reserved.
- 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 services, or abandons services before completion, the Contractor shall pay the County liquidated damages an amount equal to the six-hundred dollars and no/100 (\$600.00) per day past the promised delivery of service.

**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 REQUIREMENT:**

A. **Insurance Requirements.** The Contractor must maintain and warrant to Hall County insurance policies at the Contractor's own expense and must furnish the County with a Certificate of Insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The insurance certificate must list Hall County, Georgia, as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: "Hall County, Georgia, its Board of Commissioners, its officers, employees, public servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

The policy must protect the Contractor and the County (as a Certificate Holder and Additional Insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract.

The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

**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

It shall be the responsibility of the Contractor to require all of its sub-Contractors to maintain Commercial General Liability insurance with business automobile liability coverage with companies and limits as stated above, and to provide a certificate evidencing that such insurance is in effect upon request. Endorsement must be provided with the insurance certificate.

- B. **Insurance Certificates and General Requirements.** No Contract performance shall occur unless and until the County receives required insurance certificates.

The insurance certificate must reference the Contract number assigned by the County and document that the liability coverage purchased by the Contractor includes contractual liability coverage to insure the indemnity agreement as stated herein.

- C. The Contractor understands and agrees that the foregoing policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the County, or until such time as other valid and effective insurance coverage acceptable in every respect to the County and providing protection equal to protection called for in the policies referenced in this section shall have been received, accepted, and acknowledged by the County. Certificates of insurance showing such coverage to be in force shall be filed with the County prior to commencement of any work under the Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and, unless waived or modified in writing by the County, shall be an insurer with a minimum A.M. Best Rating of "A-". All such coverage shall remain in full force and effect during the term and any renewal or extension thereof. The insurance certificate must be submitted with this Contract.
- D. **Waiver of Subrogation.** There is no waiver of subrogation rights by either Party with respect to insurance.

**ARTICLE # 119 – NO WAIVER:**

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** This contract covers current, and future, Fire Rescue Vehicles and Apparatuses only. County gives contractor permission to operate such in the performance of services.

**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 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 Blanket Purchase Order to the Contractor for services billed monthly. 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. Acceptance of the Purchase Order for Services is tantamount to acceptance of all Terms and Conditions attached hereto.

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 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 Services or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an Amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS &, MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

**B. Invoice/Payment.**

1. Contractor shall invoice the County via email each month solely to [accountspayable@hallcounty.org](mailto:accountspayable@hallcounty.org) and only after the County inspects and

accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in Exhibit A – Fee Schedule

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 – NOT REQUIRED FOR THIS CONTRACT**

**ARTICLE #124 – NOT REQUIRED FOR THIS CONTRACT**

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

The parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either party 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 and are-herein-incorporated into this contract by reference.

**Exhibit A – Maintenance and Repair Fee Schedule**

**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. This includes Replacement and Repair Parts. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

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

Contractor hereby agrees to indemnify, hold free and harmless, Hall County Government, Hall County Commissioners, its agents, public 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) because of bodily injury or property damage arising out of or in the consequence of this agreement.

#### **ARTICLE #134 – MONTHLY DISCOUNT**

The parties agree that the amounts billed by the Contractor to the County, and the amounts to be paid by the County herein, shall be reduced in the amount of minus one-thousand dollars and no/a00 (-\$1,000.00) per month provided that the parties fully execute and perform under a lease which is in substantially the same form as the lease document attached hereto as Exhibit B, and which relates to a certain bay workshop facility. Should the said lease terminate for any reason, the County will no longer receive the price reduction described herein, and the amount of the price reduction shall be prorated if the lease should terminate during the course of a month.

#### **ARTICLE # 135 – 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:

TEN-8 FIRE & SAFETY, LLC

By: [Signature]

Title: CHIEF OPERATING OFFICER

Print Name: Lucas Dowd

Sworn to and subscribed before me this

10<sup>th</sup> Day of May, 2023

Notary Public: Angela Evans

Notary commission expires: June 29, 2025

[Locus Sigilli – Seal or Stamp]



HALL COUNTY, GEORGIA

By: [Signature]  
Richard Higgins, Chairman  
Hall County Board of Commissioners

Attestment: [Signature]  
County Clerk

Date: May 25, 2023

APPROVED AS TO FORM:

[Signature]  
William Linkous III, County Attorney





## Exhibit A

### Maintenance and Repair Fee Schedule

#### Hall County Fire Rescue Vehicles and Apparatus Equipment

July 1, 2023 – June 30, 2024

#### 1. Scheduled Preventative Maintenance

Parties hereby agree to Scheduled Preventative Maintenance (PM) services at the annual cost of two-hundred nineteen thousand dollars and no/100 (\$219,000.00), billed monthly at eighteen-thousand two-hundred fifty dollars and no/100 (\$18,250.00) for the initial term. Schedule maintenance is defined as planned and routine. County reserves the right to add additional vehicles and equipment services via an Amendment to the number of labor hours per annum, in the event the County adds new vehicles and apparatus' to the fleet.

#### 2. Unscheduled Services

- A. County requires Contractor to provide estimates for unscheduled, unplanned, emergency type maintenance and repair services, based upon Contractor's previous experience, for County approval before services may be rendered with the exceptions notated below:
1. **Medical Unit Vehicle Repairs.** Contractor may render services for repairs without prior County authorization if the estimated repair cost is below three-thousand dollars and no/100 (\$3,000.00) at the rate shown in 2.B.
  2. **Fire Apparatus Repairs.** Contractor may render services for repair without prior County authorization if the estimated repair cost is below five-thousand dollars and no/100 (\$5,000.00) per each.
- B. Repair cost per hour for 2023-2024 is one-hundred and thirty dollars and no/100 (\$130.00).
- C. Contractor is to provide a detailed breakdown of parts used on every unit at the time of each service.
- D. All parts are to be new and OEM produced unless County approves of other after-market items. Used parts and remanufactured parts are unacceptable.

#### 3. Petroleum Based Fluids, Liquids and Parts

Due to the fluctuating market cost of oil, lubricants and similar items, replaceable normal-ware parts and unexpected repair parts, Contractor shall bill at MSRP list prices minus a standard ten-percent (10%) discount applied to the work order, plus freight if needed. Contractor must provide detailed receipts and/or work orders when requested by County.

#### 4. Pricing Summary

Firm and fixed scheduled PM labor cost is two-hundred nineteen thousand dollars and no/100 (\$219,000.00) billed monthly at eighteen-thousand two-hundred fifty dollars and no/100 (\$18,250.00).

**5. Purchase Order**

County will issued one (1) blanket Purchase Order for the year, which shall serve as a Notice-to-Proceed. Contractor must list the PO# on all invoices. The PO# will remain constant throughout each term. County may issue Change Orders against the original PO for unscheduled maintenance and repairs.

**6. Sublet Invoices**

Contractor may add five-percent (5%) to sublet invoices to cover administrative cost

**7. Mobile Services**

The labor fee is one-hundred thirty dollars and no/100 (\$130.00) per hour, including drive time to and from the vehicle.

**8. On-Call Emergency Services**

Additional on-call "emergency" charges, after normal work hours of Monday – Friday, 7:30am – 4:00pm, is one-hundred and sixty-five dollars and no/100 (\$165.00) per hour.

On-call "emergency" charges for weekends and recognized holidays is set at two-hundred twelve dollars and no/100 (\$212.00) per hour.

**9. Courtesy Services**

Contractor agrees to the reasonable transfer of County owned vehicles to-and-from OEM dealers (see Exhibit C – Hall County Vehicle Fleet List) for warranty service work at no additional cost to the County. In the event that the failure rate frequency of County owned vehicles becomes excessive which forces Contractor to employ drivers to complete the transfers, then a nominal fee will be charged to the invoice(s) as a separate line item to cover the driver cost.

EXHIBIT B

**LEASE AGREEMENT**

THIS LEASE AGREEMENT, is entered into by and between **Hall County, Georgia** (hereinafter, "**Landlord**" or "**HCFR**") and **Ten-8 Fire & Safety LLC**, a Florida limited liability company (hereinafter, "**Tenant**"), whose address is 2904 59<sup>th</sup> Avenue Drive East, Bradenton, FL 34203

WHEREAS, Hall County, Georgia owns and operates the facilities located at 2801 Allen Creek Road, Gainesville GA

WHEREAS, Hall County, Georgia permits Ten-8 to perform work on its vehicles in the workshop located at 2801 Allen Creek Road, Gainesville Georgia pursuant to a maintenance contract between the parties.

WHEREAS, the maintenance performed by Ten-8 has resulted in improved reliability of the HCFR fleet, and that improved reliability has generated nine-hundred square feet (900 sq. ft.) in the workshop that is no longer fully utilized in maintaining vehicles under the maintenance contract.

WHEREAS, Ten-8 is willing to lease the above-referenced space in the said workshop (900 sq. ft.) from HCFR to utilize for the maintenance and repair of other municipalities' fire and emergency vehicles and apparatus.

WHEREAS, a mutually beneficial cooperative relationship between Landlord and Tenant will benefit the Landlord by generating a credit for the unused space, and will benefit the Tenant by increasing the working capacity of the facility;

NOW THEREFORE, the Parties agree to enter into this Lease Agreement on terms as set forth herein.

1. **PREMISES.** The Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved and contained, to be paid, kept, and performed by the Tenant, has leased and rented and by these presents does lease and rent, unto the Tenant, and said Tenant hereby agrees to lease upon the terms and conditions which hereinafter appear, and take, under the terms expressed in this Lease Agreement, that certain property, consisting of an area of approximately **900** square feet located at **2801 Allen Creek Road** in the County of **Hall**, State of **Georgia**, as depicted in **Appendix A** (hereinafter called "**Premises**").

EXHIBIT B

2. TERM. The Term of this Agreement shall be for the current duration of the current maintenance contract unless sooner terminated or extended in accordance with the terms of this Agreement.

The parties agree that the Date of Occupancy shall be the date on which this document is signed and fully executed, unless extended or sooner terminated as hereinafter provided.

This contract may be terminated by either the Landlord or Tenant with 60 days written notice by either party.

3. TENANT'S USE. Tenant shall use the Premises only as a fire apparatus maintenance shop and related ancillary uses, and for no other use without Landlord's written consent. If the landlord has trucks that are out of service (for requirements listed in the NFPA guidelines) that cannot be remedied in other spaces within the workshop, the tenant shall forgo the use of the leased space until such a time that the repairs are complete. The Tenant further agrees that Tenant will not use said Premises, or permit the same to be used, for any unlawful or obnoxious business or practice.
4. LANDLORD'S OBLIGATIONS. Upon commencement and throughout the Term and any extensions the Landlord shall provide to Tenant:
  - a. Exclusive access to, use, and occupancy of the Premises on a 24/7 basis.
  - b. Payment of water and water services, sewer services, electrical, air services and all other utilities as applicable, at Landlord's sole expense; and
  - c. Permission for the placement and maintenance, at Tenant's expense, of signs of a preapproved design, size and number, identifying and providing direction to the Premises.
  - d. Maintenance of the Premises in good repair and condition, including the roof, walls, floors, foundations, and other components of the building in which the Premises are located, and exterior areas (including parking, access, and landscaped areas), the interior of the Premises, all mechanical (heating, ventilation, air conditioning, plumbing, electrical, and fire suppression) elements and components of the building. Subject to the availability and appropriation of funding, Landlord shall make all reasonable repairs and replacements, whether foreseen or unforeseen, and do such other things as may be required to maintain the building and exterior areas in a good and workman-like manner.

EXHIBIT B

5. TENANT'S OBLIGATIONS. Upon commencement and throughout the Term and any extensions the Tenant shall:
  - a. Rent will be calculated at the rate of \$19.04 per square foot per annum, for a total of \$12,000 per annum. (Rent will be offset via credits provided against the current maintenance contract.)
  - b. Keep the interior of the Premises and appurtenances in a clean, safe, and healthy condition (excepting however, all repairs made necessary by reason of the happening of fire or other casualty), and not permit undue accumulations of garbage, trash, rubbish or other refuse within the Premises, all at Tenant's cost.
6. CREDIT & PAYMENT SCHEDULE. Tenant will issue a credit to HCFR in the amount of One Thousand Dollars (\$1,000) with the monthly scheduled maintenance labor invoice; this amount represents one month of the lease agreement rate, for the month preceding payment and will be pro rata accordingly for part months at the beginning and end of lease.
7. SURRENDER. The Tenant shall deliver up and surrender to the Landlord possession of the Premises upon the expiration of this Lease or its termination in any way, in as good condition and repair as the same shall be on the Effective Date (loss by fire, casualty, act of God, ordinary wear and decay, and condemnation excepted) and deliver any keys to the Landlord or Landlord's agent.
8. TRADE FIXTURES. All trade fixtures and equipment owned by the Tenant, and installed or placed by it upon the Premises, shall remain the property of Tenant at all times and may be removed by the Tenant at the expiration of this Lease. Tenant agrees to repair any damage to the Premises occasioned by the installation, moving or removing of such trade fixtures.
9. DAMAGE OR DESTRUCTION BY FIRE, WAR, OR ACTS OF GOD. If the Premises are destroyed or damaged by fire, acts of war, or acts of God (including earthquake), to such an extent that they are rendered untenable in whole or in substantial part, Landlord has the option of rebuilding or repairing the same by giving written notice to the Tenant within thirty (30) days after the occurrence of such damage of its intention to rebuild the Premises or the part so damaged. If Landlord elects to rebuild or repair the Premises and does so without unnecessary delay, Tenant shall be bound by this Lease, except that during such period, commencing on the date of the damage, the rent for the Premises shall be abated in the same proportion that the portion of the Premises rendered unfit for occupancy by Tenant shall bear to the whole of the Premises, or the entire rent shall be abated if Tenant cannot reasonably operate within the Premises due to the nature or location of the

EXHIBIT B

damage. Notwithstanding the foregoing, if restoration is estimated to, or actually does, take more than one hundred twenty (120) days from the date of the damage, Tenant may terminate this Lease via written notice to Landlord at any time prior to restoration of the Premises.

10. ASSIGNMENT. This Lease may not be assigned, sublet or otherwise transferred by the Tenant, directly or indirectly without Landlord's consent, not to be unreasonably withheld, conditioned or delayed. Specifically, but without limitation, the transfer of controlling stock or other controlling beneficial interest in the Tenant without the Landlord's consent shall void this Lease.

11. MECHANIC'S LIEN.

a. If any mechanic's, or other liens, or order for the payment of money, shall be filed against the Premises, or any building or improvements thereon, by reason of change and alteration or addition made or alleged to have been made, by or for, the Tenant, or the cost or expenses thereof, or any contracts relating thereto, the Tenant shall cause the same to be cancelled and discharged of record, by bond or otherwise, at the election and expense of the Tenant, and shall also defend on behalf of the Landlord, at the Tenant's sole cost and expense, any action, suit or proceeding which may be brought thereon for the enforcement of such lien, liens or orders, and the Tenant will pay any damage and satisfactorily discharge any judgment entered therein, and save harmless the Landlord from any claim, attorneys' fees, or other losses therefrom.

b. If any mechanic's or other lien, or order for payment of money, shall be filed against the Premises, or on any building or improvements thereof, for any of the reasons provided in this section, and shall not be removed by the Tenant within thirty (30) days after notice given by the Landlord, the Landlord shall have the right to remove same by payment or otherwise, and all sums expended by the Landlord for such removal, including reasonable attorneys' fees, shall be paid by the Tenant unto the Landlord upon demand, and shall be deemed to be additional rent due under this Lease.

12. GOVERNMENT REGULATIONS. Tenant agrees at its own cost and expense, during the term of this Lease, to comply with all orders, rules, regulations and requirements of every kind of nature relating to the Premises, now or hereafter in force and effect, of the federal, state, county, municipal, and other governmental authorities, applicable to the manner of Tenant's use and occupancy thereof, or alterations made by the Tenant, and the Tenant will pay all costs and expenses incidental to such compliance and will indemnify and save

EXHIBIT B

harmless the Landlord free of expense or damage by reason of any notice, violations or penalties filed against or imposed upon the Premises, or against the Landlord as owner thereof, because of the failure of the Tenant to comply with the provisions of this section. Should the Tenant fail to comply with any of the provisions contained in this section, the Landlord may, after ten (10) days' notice to the Tenant, comply therewith, and the reasonable cost and expense of so doing may be paid by the Landlord, or may be charged against the Tenant becoming due upon demand. Tenant agrees to indemnify and save harmless the Landlord from and against any and all judgements, decrees, penalties, cost and expenses, by reason of such non-compliance.

13. INSURANCE AND HOLD HARMLESS.

The Tenant will, during the term of this Lease, indemnify the Landlord and hold it harmless against all claims, demands, and judgments for loss, damage or injury to property or person to the extent resulting or occurring by reason of Tenant's use and occupancy of the Premises. Tenant agrees that, at its own cost and expense, it shall procure and continue in force, in the names of the Landlord (as additional insured) and Tenant, commercial general liability insurance in an insurance company having a Triple-A-Best rating or better against any and all claims for injuries to persons or property occurring in, upon or about the Premises, including all damage from signs, glass, awnings, fixtures or other appurtenances, now or hereafter upon the Premises, during the term of this Lease, such insurance at all times to be in an amount not less than \$2,000,000.00 combined single limit for injury or death, and not less than \$100,000 as to property damage or loss. Such insurance shall be written in the company or companies authorized to engage in the business of general liability insurance in the State of Florida, and there shall be delivered to the Landlord customary certificates evidencing such paid-up insurance, which certificates are to be issued by the insurance companies. Tenant shall cause Landlord to be named as an additional insured on such liability policy.

In addition, the Tenant will, at its own cost and expense, procure and continue in force worker's compensation insurance for all their own persons working at the premises. Lastly, Tenant shall, at its own cost and expense, procure and continue in force a policy of garageman's liability insurance.

In the event Tenant contaminates the groundwater in connection with its use of the Premises, Tenant agrees to hold harmless and indemnify Landlord, and Landlord's successors and assigns from any and all claims, suits, actions, debts, damages, costs, charges and expenses, including attorney's fees, paralegal, legal assistant and similar fees and costs, and against all liability, losses and damages of any nature whatsoever, that Landlord may at any time sustain by reason of any such groundwater contamination.

EXHIBIT B

Throughout the Term, Landlord, at its sole cost and expense, shall provide and keep in force broad form fire and extended coverage casualty insurance on the Premises, insuring against loss by fire, windstorm, sprinkler leakage, flood, earthquake, water damage and all of the risks and perils usually covered by an "all risk" physical loss endorsement, including, but not limited to, vandalism, malicious mischief and boiler, pressure vessel and machinery coverage, in an amount equal to not less than 100% of the full replacement value, without co-insurance. Such insurance shall name Tenant as an additional insured as Tenant's interests may appear.

14. DEFAULT AND LANDLORD REMEDY. Should the Tenant allow any payment herein above to become delinquent, or fail to perform any of the covenants herein made, and any such payment or performance failure continues for fifteen (15) days after Tenant's receipt of Landlord's notice (or such longer time as may be reasonably necessary so long as Tenant diligently pursues such cure to completion), then this Lease shall be in default and the Landlord shall the right to re-enter and take possession of the Premises, and/or this Lease may be terminated at the Landlord's option. Bankruptcy of Tenant or any assignment for the benefit of creditors shall likewise operate as a termination of the Tenant's right of possession of the Premises and shall not waive Landlord's right or estop Landlord from repossessing the Premises for subsequent defaults, and in any such event, the Tenant agrees to peacefully surrender possession of the Premises to the Landlord. It is further agreed that in the event the Tenant agrees to peacefully surrender possession of the Premises or should it default in any of its other covenants with Landlord set forth herein so that it becomes necessary for Landlord to employ an attorney to collect rents or to recover possession of the Premises or to enforce any covenant made by the Tenant hereunder, the Tenant shall pay all costs of collection and expenses of recovery of possession or costs and expenses of any action so required, including reasonable attorneys' fees through appeal. The remedies provided herein are cumulative to those provided by law, and the right of the Landlord to declare the term at an end and to re-enter the Premises shall not in any manner affect the right of the Landlord to terminate and declare this Lease void and ended.
  
15. COMPLIANCE. Should the Tenant fail to comply with any of the terms, covenants and conditions contained in the within Lease on the part of the Tenant to be kept and performed, the Landlord may, after fifteen (15) days' notice to the Tenant (or such longer time as may be reasonably necessary so long as Tenant diligently pursues such cure to completion), comply therewith for the other (but Landlord shall not be obligated so to do), and the reasonable cost of such compliance shall be payable upon five (5) days demand to the Tenant.



EXHIBIT B

16. BINDING ON SUCCESSORS. The respective rights and obligations hereunder shall inure to, and be binding upon, the respective heirs, distributees, devisees, legal and personal representatives, assigns, grantees, and successors in interest of the Landlord, and shall inure to, and be binding upon, the permitted assigns and successors in interest of the Tenant.
17. ENTIRE AGREEMENT. This Lease embodies the entire contract of the parties hereto, and shall not be altered, changed or modified in any respect, except by an instrument executed by all parties to this Lease.
18. SUBORDINATION. Tenant agrees that this Lease shall be subordinate to any mortgage or mortgages or the lien resulting from any method of financing or refinancing, now or hereafter in force against the land, building, or Premises or against the Landlord's interest under any ground lease covering the land and buildings, of which the Premises are a part, and to all advances made or hereafter to be made upon the security hereof, provided that in no event shall Tenant's rights under this Lease be disturbed so long as Tenant is not in default beyond all applicable notice and cure periods. Tenant agrees to execute, upon Landlord's request, such subordination or estoppel certificates requested by Landlord or its lender evidencing such subordination and non-disturbance rights.
19. ALTERATIONS. No structural alterations shall be made to the Premises without the express written consent of the Landlord, including the installation of any signage.
20. GOVERNING LAW. This Lease & Maintenance Agreement is governed by Georgia law.
21. CAPTIONS. Any headings preceding the text of the several paragraphs and subparagraphs hereof, are inserted solely for the convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction, or effect.
22. EMINENT DOMAIN. Tenant shall not be entitled to any award made in any eminent domain proceedings with respect to the land or building included within the Premises for its leasehold interest therein; provided, further, that nothing herein contained shall be construed to affect the right of the Tenant to recover for any loss or damage which it may suffer by reason of loss of business or interruption of business, which may result from such condemnation or eminent domain proceedings.
23. STORAGE. Tenant shall be allowed to store customer owned apparatus, demo units, and personal vehicles inside the secured grounds in an area designated by the Landlord. It is expected that normal business hours will not be outside of the period from 7:00 a.m. to 6:00 p.m. However, access to the building and secured parking areas shall be permitted 24 hours a day 7 days a week as needed for emergent situations.

EXHIBIT B

24. RECORDATION. This Lease shall not be recorded.
25. ATTORNMENT. Tenant shall, in the event of the sale or assignment of Landlord's interest in the Premises, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the Purchaser and recognize such Purchaser as Landlord under this Lease.
26. FORCE MAJEURE. Landlord and Tenant shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond the obligated party's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.
27. TAXES AND ASSESSMENTS. Landlord shall pay and discharge, prior to their delinquency, all real estate taxes and assessments, now or hereinafter assessed or levied against the Premises during the Term, and all penalties and interest thereon, as applicable. Notwithstanding the foregoing, the parties acknowledge that any assessments or impositions, whether by state, municipal, district, school, or otherwise, which are imposed in addition to real property taxes (such as solid waste disposal assessments), to the extent arising from Tenant's use of and operations in the Premises, are solely the responsibility of Tenant and not the Landlord.
28. NO CONTINUING WAIVER. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms hereof, or otherwise accruing hereunder, shall impair any such right or power or be construed to be a waiver thereof. One or more waivers of any breach of any covenant, term or condition of this lease shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by a party to any act by the other party requiring the former party's consent or approval shall be deemed to waive or render unnecessary such former party's consent or approval to any subsequent similar acts by the other party.
29. INVALID PROVISION. If any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Lease

EXHIBIT B

shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

30. HAZARDOUS WASTE.

Tenant covenants and agrees to comply with all applicable and environmental and other federal, state and local governmental statutes, ordinances, rules and regulations relating of the presence of hazardous substances, hazardous wastes, pollutants or contaminates. Tenant agrees and does hereby indemnify Landlord and hold it harmless from any loss, damage, or expense, including reasonable attorney's fees and costs and expenses of any appeal, which Landlord may incur or suffer by reason of any claim or liability to the extent arising from Tenant's noncompliance with applicable laws and terms of this paragraph. Tenant specifically covenants and agrees that no hazardous substances, hazardous waste or waste by-products, pollutants or contaminants, shall be dumped in any trash receptacle, or otherwise, in, on, or about the Premises except as specifically provided under the terms of this paragraph. Specifically, but without limitation, Tenant shall dispose of all used oil, coolants, batteries, tires, and related vehicle maintenance fluids in compliance with all applicable laws, at no cost to Landlord.

31. COUNTERPARTS. This Lease may be executed in multiple counterparts, and notwithstanding that all of the parties do not execute the same counterpart, each executed counterpart shall be deemed an original, and all such counterparts together shall constitute one and the same Lease binding all of the parties hereto. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this Lease to physically form one document. Electronic or facsimile copies of this Lease fully executed shall be deemed an original for all purposes, and the parties hereto waive the "best evidence" rule or any similar law or rule in any proceeding in which this Lease shall be presented as evidence.

32. PRIORITY. As additional consideration for the parties to enter into this agreement, Tenant covenants and agrees that any labor, services, and materials to be provided to the Landlord from the Premises for an apparatus shall receive priority over all other jobs. EXCEPTION: Unless those jobs for other parties meet the NFPA out of service guidelines in which case they will be prioritized in the order that the tenant was notified of the defects.

[Signature page follows]

State of Georgia  
Hall County

Contract #058-43

EXHIBIT B

EXHIBIT B

Appendix A - PREMISES LAYOUT



Approximate location of leased area.



EXHIBIT B  
[Signature page to Lease]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

WITNESSES:



Attest  
By:

Jennifer Rivera  
Print Name: Jennifer Rivera  
Commission Clerk

Abri Olivas  
Print Name: Abri Olivas

WITNESSES:

By: Angela Evans  
Print Name: Angela Evans

Derrick Barwer  
Print Name: Derrick Barwer

LANDLORD:

Hall County, Georgia

By: [Signature]  
Print name: Richard Higgins  
Title: BOC Chairman  
Date: 5/25/2023

TENANT:

Ten-8 Fire & Safety LLC  
a Florida limited liability company

By: [Signature]  
Print name: Richard Dounce  
Title: Chief Operating Officer  
Date: \_\_\_\_\_

## EXHIBIT C

### HALL COUNTY FIRE RESUCE AND EMS VEHICLE FLEET LIST (as of May 1, 2023)

Type	Unit Number	Year	Make	Model
Aerial	Truck 100 (7096)	2017	Pierce	Enforcer {30167-1}
Aerial	Truck 16 (022504)	2020	Pierce	Enforcer
Aerial	Truck 5 (014899)	2015	Pierce	Velocity {27500}
Amb	Med 01	2017	Dodge	Ram 4500 (j2481)
Amb	Med 02 {15323}	2022	Osage	Warrior
Amb	Med 04 (0030)	2021	Ford	F-550
Amb	Med 05 (HME2341)	2020	Braun	Freightliner M2106
Amb	Med 06 (329837)	2016	Dodge	4500
Amb	Med 07 (10031)	2021	Ford	F-550
Amb	Med 08 (10028)	2021	Ford	F-550
Amb	Med 09 (9838)	2016	Dodge	4500
Amb	Med 10 {625982}	2017	Dodge	Ram 4500
Amb	Med 11 {15324}	2022	Ford / Osage	F-550 / Super Warrior
Amb	Med 12 {07401}	2022	Ford / Osage	F-550 / Super Warrior
Amb	Med 13 {10029}	2022	Ford	F-550
Amb	Med 14 (HME2342)	2020	Braun	Freightliner
Amb	Med 16 (10032)	2021	Ford	F-550
Amb	Med 21 {07400}	2022	Ford / Osage	F-550 / Super Warrior
Amb	Med 22 {636849}	2017	Dodge	Ram 4500
Amb	Med 25 (5983)	2017	Dodge	Ram 4500
Amb	Med 26 {636848}	2017	Dodge	Ram 4500
Amb	Med 27 (9839)	2016	Dodge	4500
Amb	Med 28 (5976) Ram	2017	Dodge	Ram 4500 (j2442)
Amb	Med 29 {36847}	2017	Dodge	Ram 4500
Amb	Med 30 (4655)	2015	Freightliner	M2
Amb	Med Training 1 {29836} J2353	2016	Dodge	4500
Amb	Med Training 2 (F5395)	2013	Freightliner	M2-106
Amb	OLD Med 11 (572708)	2017	Dodge	Ram 4500
Eng	Engine 01 (022524)	2020	Pierce	Enforcer
Eng	Engine 02 (019146)	2018	Pierce J# 31746-01	Enforcer
Eng	Engine 03 (Z19213)	2001	HME/Rosenbauer	HME-1871/Detroit
Eng	Engine 04 (022525)	2020	Pierce	Enforcer
Eng	Engine 05 (022526)	2020	Pierce	Enforcer

Eng	Engine 06 (21021)	2007	HME/Rosenbauer	HME - 1871/Detroit
Eng	Engine 07 (0991)	2019	Pierce	Enforcer {33648}
Eng	Engine 08 (022527)	2020	Pierce	Enforcer
Eng	Engine 09 (9147-4)	2018	Pierce	Enforcer {31746-2}
Eng	Engine 10 (070769)	2009	Spartan/Rosenbauer	MS1500Cummins
Eng	Engine 11 (M10748)	2014	Rosenbauer	Commander/Cummins
Eng	Engine 12 (022528)	2020	Pierce	Enforcer
Eng	Engine 13 (022529)	2020	Pierce	Enforcer
Eng	Engine 14 (022530)	2020	Pierce	Enforcer
Eng	Engine 15 (Z19579)	2001	HME/Rosenbauer	HME - 1871/Detroit
Eng	Engine 16 (022531)	2020	Pierce	Enforcer
Eng	Engine 101 (Z20614)	2005	HME/Rosenbauer	HME-1871/Detroit
Eng	Engine 102 (Z20294)	2004	HME/Rosenbauer	HME-1871/Detroit
Eng	Engine 103 (Z19545)	2001	HME/Rosenbauer	HME - 1871/Detroit
Eng	Engine 104 (Z21020)	2007	HME/Rosenbauer	MS1500/Detroit
Eng	Engine 105 (Z20039)	2003	HME/Rosenbauer	HME 1871/Detroit
Eng	New Engine 1 (25170)	2022	Pierce	Enforcer
Eng	New Engine 4 (25171)	2022	Pierce	Enforcer
Eng	New Engine 5 (25172)	2022	Pierce	Enforcer
Eng	New Engine 7 (25173)	2022	Pierce	Enforcer
Eng	New Engine 8 (25174)	2022	Pierce	Enforcer
Eng	New Engine 9 (25175)	2022	Pierce	Enforcer
Eng	New Engine 12 (25176)	2022	Pierce	Enforcer
Eng	New Engine 14 (25177)	2022	Pierce	Enforcer
Spec	HazMat 01 (1477)	2003	Freightliner	
Spec	Reserve Squad (6257)	1997	Freightliner	FL80
Spec	Squad 7 (9386)	2018	Pierce	Enforcer
Spec	Tender 15 (104398)	2016	International	7400
Pass	B Davis (306703) Tahoe	2012	Chevy	Tahoe LS 4x4
Pass	B King (253617) Tahoe	2016	Chevrolet	Tahoe
Pass	B Ogletree (A15877) Explorer	2018	Ford	Explorer Interceptor SUV
Pass	B Sanders (47383) Explorer	2019	Ford	Explorer
Pass	Battalion 1 (D80489) F150	2020	Ford	F150
Pass	Battalion 2 (D80487) F150	2020	Ford	F150
Pass	Battalion 3 (D80488) F150	2020	Ford	F150
Pass	C Henderson (D57882) Ranger	2021	Ford	Ranger 4WD, 2.3L



Pass	Training (F31549) Expedition	2014	Ford	Expedition 4X4
Pass	Chief Armstrong (68170) F150	2021	Ford	F150
Pass	Chief Boggs (68167) F150	2021	Ford	F150
Pass	Chief Cash (68169) F150	2021	Ford	F-150 Police Responder
Pass	Chief Grice (3521) F150	2022	Ford	F-150 4x4 3.5L
Pass	Chief Martin (3523) F150	2022	Ford	F-150 4x4 3.5L
Pass	Chief Wilson-Britt (68168) F150	2021	Ford	F150
Pass	Chief Woodward (3522) F150	2022	Ford	F-150 4x4 3.5L
Pass	EMS Spare (C66502) Explorer	2015	Ford	Explorer
Pass	EMS Supervisor (68171) F150	2021	Ford	F150
Pass	Pick up Truck (041342) Toyota T100	1997	TOYOTA	T100
Pass	FMO Spare (259608) Tahoe	2009	Chevrolet	Tahoe 2WD
Pass	FMO Spare (262927) Tahoe	2008	Chevrolet	Tahoe
Pass	Gold Truck (D84457) F350	2003	FORD	F350 6.8l 4wd
Pass	INV 1 (3519) F150	2022	Ford	F-150 4x4 3.5L
Pass	J Hornick (A47386) Explorer	2019	Ford	Explorer
Pass	J Smith (A47385) Explorer	2019	Ford	Explorer
Pass	J Suggs (B03497) Explorer	2015	Ford	Explorer
Pass	J Tucker (D57911) Ranger	2021	Ford	Ranger 4WD, 2.3L
Pass	K Ledsinger (A47384) Explorer	2019	Ford	Explorer
Pass	Training (223914) Tahoe	2012	Chevrolet	Tahoe
Pass	M Vieira (D57838) Ranger	2021	Ford	Ranger 4WD, 2.3L
Pass	Mail Car (3033) Fusion	2018	Ford	Fusion
Pass	Lift Gate Truck (5719) Flat Bed F350	2008	Ford	F350 SD
Pass	QR1 (F31550) Expedition	2014	Ford	Expedition
Pass	QR2 (B91703) Explorer	2015	Ford	Explorer
Pass	R Berry (3520) F150	2022	Ford	F-150 4x4 3.5L
Pass	Training (6538) Tahoe	2012	Chevy	Tahoe LS 4X4
Pass	R Elliott (71361) 250 Van	2020	Ford	Transit 250 Van
Pass	Safety 1 (D80485) F150	2020	Ford	F150
Pass	Spare (A155876) Explorer	2018	Ford	Explorer Interceptor SUV
Pass	Spare (A38381) Explorer	2008	Ford	Explorer
Pass	Spare Batt (D80486) F150	2020	Ford	F150
Pass	Spare EMS (225327) Tahoe	2012	Chevy	Tahoe
Pass	Spare Warehouse (38382) Explorer	2008	Ford	Explorer
Pass	Support Services (A17570) Large 250 Van	2018	Ford	T250 Transit Van

Pass	T Bowden (4558) Tahoe	2008	Chevrolet	Tahoe
Pass	W Gee (64829) Tahoe	2008	Chevrolet	Tahoe



Hall County Government  
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 5/11/2023

To: Jennifer Rivera, Board of Commission Clerk

**Return to:** Andy Penick, Purchasing Manager

Agenda Item # 160/2023 Fire Rescue Fleet Vehicle  
Maintenance and Repair Service Agreement

Bid/Contract No: CONTRACT # 058-43

Bid/Contract Name: Fire Rescue Fleet Vehicle Maintenance and  
Repair Service Agreement

Department(s) Requesting Contract: Fire Rescue and EMS

Award Recipient Name: Ten-8 Fire & Safety LLC, of Forsyth, GA

Date of BOC Approval: 05/25/2023

Contract Description: Multi-Year

Annual Contract  New  Renewal

Current Contract Amount: \$951,776.50

Price Increase Requested Percentage Increase:

Project/Service Contract Awarded Amount: \$951,776.50

Commodity Contract Awarded Amount:

Approve Sole Source Contract #058-43 Fleet Maintenance and Repair Services  
of Fire Rescue Vehicles and Apparatus Equipment for Fire Rescue & EMS to  
Ten-8 Fire & Safety LLC, of Forsyth, GA in the estimated amount of \$951,776.50.

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings



## AGENDA ITEM

### Consent Agenda

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**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 150/2024

**SUBJECT:** Approve the application, award, and twelve (12) month Memorandum of Understanding with Evidence Based Associates, LLC and any further supplemental funding of the Criminal Justice Coordinating Council's (CJCC) FY 2025 Juvenile Justice Incentive Grant for Hall County Juvenile Court for \$640,259.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

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#### Meetings:

**Work Session Date:** 04/08/24

**Voting Meeting Date:** 04/11/24

#### Executive Summary:

**Presenter:** AR

**Recommendation:**  
Approval

#### Purpose of Request:

Approve the application, award, and twelve (12) month Memorandum of Understanding with Evidence Based Associates, LLC and any further supplemental funding of the Criminal Justice Coordinating Council's (CJCC) FY 2025 Juvenile Justice Incentive Grant for Hall County Juvenile Court for \$640,259.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

#### History:

Hall County has received Juvenile Justice Grant funding from CJCC since 2014.

#### Facts and Issues:

#### Options:

This funding will be used for Multi-Systemic Therapy (MST) and Family Functional Therapy (FFT) services to youth and families in Hall County. Families that identify a need for family counseling will be referred to MST for services by the Court. In the event a youth is exhibiting a need for individual counseling, he/she will be referred to FFT. All of the services will be conducted through a contractor and will be monitored.

**Funding Requested** \$ 0.00  
**Are funds within current budget?** No  
**Source of Funds** 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	Grants	Budget
PS	AR	SG	EW
Finance	Attorney	Administration	Clerk
WG	WLI	CR	JR

**Attachments:**

MOU for Evidence Based Associates  
 CJCC Grant Request for Proposals



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

**AGENDA ITEM 150/2024**

**Funds Requested:** \$ 0.00

**Request Budgeted:** No

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Grant Funds

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2025	250-MULTIPLE GRANT FUND	2600-JUVENILE COURT	521000-PROFESSIONAL SERVICES	\$640,259.00
2025	250-MULTIPLE GRANT FUND	2600-JUVENILE COURT	334110-STATEâ€OPERATING DIRECT	\$-640,259.00

**Budget Transfer Items:**

**Additional Information/Comments:**

The award period for the grant budget is July 01, 2024- June 30, 2025.

**Contact for Questions:** AR

**Phone:**

770-531-6939

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed by and between Evidence Based Associates, LLC, a limited liability corporation, authorized to do business in Georgia, (hereinafter referred to as “EBA”), and the **Hall County** Board of Commissioners, a local governmental entity, (hereinafter referred to as “County”).

EBA is an experienced and successful partner with many governmental entities across the United States. EBA serves as a managing entity on behalf of these governmental agencies to analyze the current investment in services for youth involved in or at risk of involvement in the juvenile justice system. EBA serves as the entity for the delivery of therapeutic services to juveniles and their families with the result of significantly reducing recidivism while optimizing governmental resources.

To this end, EBA and **the County** have agreed to work together in assembling a proposal to obtain grants for the implementation of juvenile justice system reforms. EBA brings to this effort a vast delivery of services, web-based performance tracking tools, grant writing resources, an array of evidence-based service options, valuable performance metrics, and a validated risk assessment tool that will result in a well-designed, and well-implemented program thereby significantly increasing **the County's** chances of the successful selection as a recipient of grant funds.

Based upon **the County's** ability and willingness to follow key EBA recommendations regarding program selection, service delivery procurement and contracting, and staffing, EBA will also collaborate closely with county juvenile court officials in meeting the goals of the Juvenile Justice Incentive Grant Program.

Upon receipt of grant funds, it is the intent of **the County** to move forward with EBA as a partner to implement evidence-based programs with EBA serving as the managing entity. EBA will assist with the selection and oversight of service providers, manage the training and quality assurance of the direct service providers, provide reports showing the results of the programs, and meet the goals established by the State and the County for the performance and delivery of services to the families.

Upon selection of grant recipients, EBA and **the County** will execute a contract for Managing Entity Services and immediately commence management of the Grant to meet grant deadlines and provision of services.

Executed this 8<sup>th</sup> day of March 2024.



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Evidence Based Associates, LLC  
As its: Authorized Agent

---

Hall County Board of Commissioners  
As its: Chairman

**BRIAN P. KEMP**  
GOVERNOR



**JAY NEAL**  
DIRECTOR

The Criminal Justice Coordinating Council (CJCC) is pleased to announce that it is seeking applications for competitive funding for qualified counties in the State of Georgia.

## **Juvenile Justice Incentive Grant Program 2025 Request for Proposals (RFP)**

### **Eligibility**

Applicants are limited to local county commissions/boards of commissioners to apply on behalf of juvenile courts within Georgia. High priority will be given to the eighteen (18) counties who commit the highest numbers of juveniles to the Department of Juvenile Justice. The availability of funds is dependent on appropriations from the U.S. Department of Justice and the Georgia State Legislature. The Office reserves the right to reduce the amount of funds available based on government budgetary actions. The U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention, (CFDA 16.540) administers a portion of these funds at the national level.

### **Award Period**

July 1, 2024 – June 30, 2025

### **Deadline**

All applications are due at 5:00 p.m. on April 25, 2024

### **Award Amount**

Up to \$750,000

### **Contact Information**

For assistance with the requirements of this solicitation, contact:

**Program:** Chelsea Benson, Model Fidelity Coordinator, at [Chelsea.Benson@cjcc.ga.gov](mailto:Chelsea.Benson@cjcc.ga.gov)

**Finance:** Laura Oropeza, Grants Specialist, at [Laura.Oropeza@cjcc.ga.gov](mailto:Laura.Oropeza@cjcc.ga.gov)

**Release Date: February 26, 2024**



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## **2025 Juvenile Justice Incentive Grant Program Request for Proposals (RFP)**

**Deadline: Applications are due by 5:00 p.m. on April 25, 2024**

### **Criminal Justice Coordinating Council**

The Criminal Justice Coordinating Council (CJCC) is designated by the Governor of Georgia as the State Administering Agency for criminal justice and victims' assistance programs. Created by the General Assembly (O.C.G.A. § 35-6A-2), the Council is comprised of 27 members representing various components of the criminal justice system. The CJCC is charged with fiscal oversight of the Juvenile Justice Incentive Grant Program.

### **Overview**

In 2011, the Special Council on Criminal Justice Reform was formed to study Georgia's criminal justice system and was charged by former Governor Nathan Deal with recommending policy changes. On December 18, 2012, the Council released their final report to the former Governor.

*"We know there's room for dramatic improvement in the results we see in the juvenile justice system." – former Governor Nathan Deal*

In keeping with Georgia's goal of increasing public safety through a more effective juvenile system, CJCC offers this request for proposals seeking local juvenile justice projects that aim to reduce the number of youth served out of home. The Juvenile Justice Incentive Grant Program funding aims to develop programs that address the needs of youth who are typically committed to the Georgia Department of Juvenile Justice (DJJ).

Since 2012, each year Georgia has reduced out-of-home placements by over 50% in Juvenile Justice Incentive Grant Program recipient counties. During the first year of funding, a total of 1,122 youth were served through community-based services, and since then nearly 9,000 youth have been served. The CJCC is committed to continue the funding of evidenced-based programming for youth in the community.

Applicants are encouraged to review the Blueprints for Healthy Youth Development website and Office of Justice Program's Crime Solution website to ensure that their juvenile intervention proposal has a methodical and measurable approach to reducing juvenile recidivism. This can be accessed at <http://www.blueprintsprograms.org> or <http://www.crimesolutions.gov>. Specific required evidence-based interventions are listed further in this RFP.

An evaluation report of yearly program accomplishments can be found at: <https://cjcc.georgia.gov/grants/grant-subject-areas/juvenile-justice/juvenile-justice-incentive-grant-program>.

## Eligibility

Applicants are limited to local county commissions/boards of commissioners to apply on behalf of juvenile courts within Georgia. Moreover, all local units of government are required to be in compliance with the Georgia Service Delivery Strategy Act in order to be eligible for state-administered financial assistance. For more information on Service Delivery Strategy, visit this link: <https://www.dca.ga.gov/local-government-assistance/planning/intergovernmental-coordination/service-delivery-strategies-sds>.

An eligible applicant must meet *all* of the following criteria:

- Be a public government entity;
- Serve as the fiscal agent for the grant and the point of contact to CJCC; and,
- Be responsible, liable, and oversee financial, program, and post-award reporting requirements.

Additional specific eligibility requirements:

- **Religion**- Grantee programs may not promote, discuss, or teach religion. Program activities and services are required to be accessible to any eligible participant, regardless of religious affiliation.
- **Federal Criminal Background Checks** - All grantees must conduct federal criminal background checks on all personnel who will have direct contact with youth served by the grant program(s). These background checks must take place prior to the provision of services by program personnel, and the grantee must maintain a copy of these records for CJCC's auditing purposes.
- **Internet Security Policy** – The CJCC requires all grantees to establish and enforce an Internet Security Policy when minor participants and/or staff have access (supervised or unsupervised) to the Internet. This includes any technology provided by CJCC's funding and technology utilized by participants during a CJCC funded program component.
- **Youth Appropriate Relations Policy:** All grantees and service providers must have in place a policy regarding appropriate adult/youth relationships.
- **Other** – Applicants must comply with all forms, assurances, and certifications attached to this RFP.

**High priority will be given to applications that specifically formulate strategies to reduce the applicant county's annual felony commitment rate to DJJ and reduce the applicant county's annual number of Short-Term Program admissions. High priority will be given to the eighteen (18) counties who commit the highest numbers of juveniles to the DJJ.**

## **Grant Award Agreement**

### Grant Award Amount

Applicants are applying for one year of funding through this RFP. New applicants are eligible to apply for a maximum of \$350,000 for this grant year. Continual applicants are allowed to apply for a maximum of \$750,000 and are allowed to expand or enhance services under this solicitation.

### Grant Award Period

The grant award period is from **July 1, 2024 through June 30, 2025**. All new or enhanced services must be *fully* implemented within sixty (60) days of the grant award agreement beginning date. All continuation services must be fully implemented within thirty (30) days of the grant award agreement beginning date.

### Continual Funding

A continual proposal is required annually. *An initial award does not guarantee continued funding.* The annual submission allows grantees to improve or modify objectives or activities, as well as assess the performance of the previous year. Continual grants are awarded to applicants that demonstrate the following:

- Professional management of grant funds and compliance with administrative requirements;
- Accurate and prompt submission of required programmatic and financial data and reports;
- Positive performance history with **achievement** of program goals and objectives; and,
- Cohesive continuation plan for their program.

Please note that continual funding is contingent on several factors, including achievement of goals, organizational capacity, performance history, contractual compliance, and availability of funds.

### Modification of Funds

The CJCC reserves the right to make changes to the application budget at the time of the grant award and will communicate any changes to the applicant. The CJCC may negotiate all or part of any proposed budget after execution of the grant award agreement due to funding or provisions to program requirements. If, during the term of the grant award period, the funds appropriated are reduced or eliminated by the Georgia State Legislature, CJCC may immediately reduce or terminate the grant award by written notice to the grantee.

## Reporting Requirements

The CJCC requires grantees to comply with and fully participate in the financial, programmatic, and evaluative reporting for this grant program.

### **Financial Reporting Requirements**

This is a **reimbursement-based grant**. The CJCC may award *first-time recipients* an initial advance for the first three months of the grant cycle. However, subsequent to the first three months, the grant will continue on a reimbursement-only basis. Grantees receiving continual funds are not entitled to receive an advance payment.

*If awarded funds, each county will be required to establish proof of payment for all project expenses by submitting the appropriate documentation to the CJCC for review. E.g., check/purchase requisitions, travel expense forms, copies of check payments, invoices and /or receipts, etc.*

- *Monthly or Quarterly Subgrant Expenditure Requests (SER):* Upon accepting the award, each grantee is required to indicate whether they agree to submit monthly or quarterly SERs to CJCC.
- The SER must be submitted with the “JJ Unit SER Cover Form” provided by CJCC, in addition to the respective SER and backup documentation. The “JJ Unit SER Cover Form” can be found at: <http://cjcc.georgia.gov/reporting-3>. *Monthly expenditure reports are due 30 days after the end of each month (e.g. an SER for expenses incurred in July is due by August 30<sup>th</sup>). Quarterly expenditure reports are due 30 days after the end of each quarter. Additionally, invoices that are more than 30 days outside of the reporting period **should not** be included as part of the expenditure report.*
- The SER must be submitted via Formstack. The link to submit can be found here: [https://cjcc.formstack.com/forms/subrecipient\\_grant\\_reporting](https://cjcc.formstack.com/forms/subrecipient_grant_reporting).
- Grantees are also required to maintain supporting documentation, such as timesheets, equipment purchases, travel logs, supply purchases, inventory records, and consultant contracts, on file. This documentation may be requested at any time.
- Grantees must attend any required, scheduled grant management workshop prior to the release of grant funds.

*Please see section “Fiscal Responsibility & Budget Detail Worksheet” on page 16 for additional financial reporting requirements.*

### **Program Reporting Requirements**

Grantees must submit programmatic reports on a monthly and/or quarterly basis as requested. Failure to submit programmatic reports in a timely fashion could result in the suspension or termination of grant funding. For any data submission not met or reported by the due date, a penalty may be imposed at the discretion of the CJCC.

- Monthly – Grantees are required to submit monthly reports directly to the Carl Vinson Institute of Government (CVIOG). The following dates are subject to change. Please adhere to CVIOG’s deadlines.

<i>Reporting Month</i>	<i>Programming Timeframe</i>	<i>Reporting Period Opens*</i>	<i>Reporting Period Closes *</i>
July	July 1-31	August 1, 2024	August 15, 2024
August	August 1-31	September 1, 2024	September 15, 2024
September	September 1-30	October 1, 2024	October 15, 2024
October	October 1-31	November 1, 2024	November 15, 2024
November	November 1-30	December 1, 2024	December 15, 2024
December	December 1-31	January 1, 2025	January 15, 2025
January	January 1-31	February 1, 2025	February 15, 2025
February	February 1-28	March 1, 2025	March 15, 2025
March	March 1-31	April 1, 2025	April 15, 2025
April	April 1-30	May 1, 2025	May 15, 2025
May	May 1-31	June 1, 2025	June 15, 2025
June	June 1-30	July 1, 2025	July 15, 2025

*\* Please be aware that Graduated Sanction Violations under DJJ’s Probation Management Program (PMP) are included in overall Short-Term Program (STP)/Felony Commit numbers. If said violation resulted in an admission to an Regional Youth Detention Center (RYDC), it was included in the baseline target number in 2012 data and will be counted in this grant year’s target number. Juvenile courts and DJJ staff are strongly encouraged to share this information with one another in order to measure potential impact.*

- Quarterly – Grantees may be requested to submit quarterly reports directly to CJCC. Quarterly progress reports are due 30 days after the end of each quarter. Quarterly progress reports are to be submitted with SER submissions or saved as a PDF and emailed to [Laura.Oropeza@cjcc.ga.gov](mailto:Laura.Oropeza@cjcc.ga.gov).

<i>Reporting Period</i>	<i>Programming Timeframe</i>	<i>Performance Requirements</i>	<i>Due By</i>
Initial Allotment	July 1 – September 1	Fully executed grant award agreement and attachments	September 13, 2024
First Quarter	July 1– September 30	Quarterly Progress Report-including performance objectives	October 30, 2024
Second Quarter	October 1 – December 30	Quarterly Progress Report-including performance objectives	January 29, 2025
Third Quarter	January 1 - March 31	Quarterly Progress Report-including performance objectives	April 30, 2025
Fourth/Final Quarter	April 1 – June 30	Quarterly Progress Report-including performance objectives	July 30, 2025

### **Planning Period (New Applicants Only)**

In order to allow for the successful integration of evidence-based services into court operations, CJCC will allow a two-month planning period as an option for new projects. This will allow time for staff to be hired and trained, and contracts with service providers to be established. The planning period is optional. All new projects must be operational no later than August 31, 2024.

### **Evaluation**

The CJCC will conduct a study of each awarded program to determine effectiveness. Grantees will be held accountable for the following as it relates to programmatic evaluation:

- Collect, enter, and maintain participant-level implementation and outcome data monthly;
- Data collection training and use of any Grants Management System (GMS);
- Submit youth enrollment, activity attendance, and necessary reports to evaluator; and,
- Grantee must participate as a focus site for evaluation.

The CJCC are committed to implementing evidence-based programming successfully and providing juveniles with the best services. Evidence-based programs are effective in reducing recidivism in juvenile populations when the programs are delivered as intended by the developers of the models. Grantees may be subject to a model fidelity evaluation. Information related to model fidelity site visits can be found at: <http://cjcc.georgia.gov/juvenile-justice-model-fidelity>.

## **Post-Award Required Activities**

### **CJCC Grant Management Workshop**

If an applicant is awarded a grant, the grantee may be required to attend a CJCC grant management workshop.

### **Site Visits**

The CJCC staff may conduct a financial and/or programmatic site visit (in person or virtual) to each grantee during the grant period. Additional visits may be conducted. Site visits will be scheduled with the grantee in advance. Site visits will be conducted to monitor the program for progress, implementation, adherence to outcomes, model fidelity, and to view programmatic and financial documents.

### **Additional Training, Technical Assistance, and Events**

The CJCC will offer a number of non-mandatory post-award training and technical assistance opportunities and special events. Grantees will be informed of events via e-mail. The CJCC staff will also provide ongoing, individual technical assistance and other support to grantees as needed or requested throughout the year.

## **Program Design**

### **Purpose**

In order to demonstrate potential cost-savings to taxpayers by incentivizing evidence-based options, the overarching goal of this grant program is the reduction of out-of-home placements and to better serve youth in the community.

The purpose of this grant opportunity is to provide funding for local programs designed to serve youth in the community who would otherwise be committed to DJJ. Applicants are encouraged to examine their local data from the previous fiscal year in order to understand the profiles of youth who were committed to DJJ, and who, with appropriate services, could have received services while remaining in their community. Recipients of this grant opportunity will be employing evidenced-based programming appropriate to the needs of youth in the community.

Considerable evidence has shown that assessing each youth's risk of re-arrest can help with classifying youth for appropriate levels/types of programming, as well as the necessary intensiveness of services. Therefore, applicant counties will have the benefit of utilizing standardized risk assessments to aid in decision-making. **The instruments include, at a minimum, the Department of Juvenile Justice's Pre-Disposition Risk Assessment (PDRA) and the Detention Assessment Instrument (DAI).**

Bolstering a continuum of community support services and supervision has been shown to reduce recidivism, while promoting a positive relationship among youth, their families, and the community. Support services may include family and community reintegration and prevention services, basic life skills, job skills and employment training, job placement, educational support, and mentoring and apprenticeship opportunities.

Communities applying for these funds will be expected to bring together system stakeholders, community leaders, and residents to identify and access existing local resources for the development of a multifaceted response to prevent further penetration in the justice system.

By employing evidence-based programming, implementing risk assessment tools, involving the community, and ensuring appropriate youth are served, the State of Georgia will increase public safety while decreasing recidivism among juveniles through an effective juvenile justice system.

The CJCC ask that applicants fully describe how their project will reduce risk factors of participants through the use of an evidence-based model that addresses family engagement, reduces negative peer association, increases pro-social activities, and is tailored to the individual cognitive and maturational levels of their participants.

### **Program Period**

The initial grant award period is July 1, 2024 – June 30, 2025.

### **Target Population**

All youth receiving services from this grant **MUST** have a delinquent adjudication, score medium to high on the PDRA, **and** be appropriate for the selected evidence-based program.



## **Goals and Objectives**

Each applicant must utilize all of the following goals and performance objectives for its project. Applicants may add goals or objectives specific to their program.

### **Goals**

1. Reduce felony commitments to DJJ and STP admissions in the target county.
2. Increase the use of evidence-based practices in Georgia's juvenile justice system by initiating community-based juvenile justice programs.
3. Reduce the recidivism rate of youth involved with Georgia's juvenile justice system.
4. Reduce annual secure detention rate of target county.
5. Reduce annual secure confinement rate of target county.
6. Demonstrate a cost-savings to Georgia citizens through provision of research-informed services to youth in juvenile justice system.

### **Performance Objectives**

1. The DAI and PDRA will be used on all youth considered for grant funding with all scores reported in JTS or the Juvenile Data Exchange (JDEX). Additionally, when available, grantees are encouraged to use the Juvenile Needs Assessment (JNA) on all youth considered for grant funding.
2. All participants will score medium to high on the PDRA.
3. At least 75% of participants will complete program requirements.
4. At least 55% of youth completing services will not re-offend as calculated using this recidivism definition below:  
  
*A new charge (within three years of the initial post-adjudication community placement) which results in a juvenile court delinquency adjudication OR adult criminal court conviction.*
5. Each project will report cost-savings per youth by calculating average cost to provide targeted intervention subtracted from average cost to detain youth. (Selected projects will be provided a marginal cost rate in order to perform this calculation).

Note: Performance targets will be used as a means to determine future award allocations and/or continuations.

## **Proposal Submission Instructions**

The application must be submitted electronically using the link on CJCC's website at <https://cjcc.georgia.gov/grants/funding-opportunities/current-grant-opportunities>. The application should include the following: application narrative, Detail Budget Worksheet in Excel format, application budget narrative, and application attachments with all signature pages. *All* of the aforementioned proposal documents (except the Detailed Budget Worksheet) are required to be submitted electronically as a PDF by scanning and uploading the documents to Formstack. [Please click here to apply](#). The application must follow the outline described in this RFP, beginning with the application face sheet (Attachment A-1). The proposal package must be completed and submitted in accordance with RFP guidelines for submission.

### **Submission Date**

Applications must be submitted by **5:00 p.m. on April 25, 2024**. Only complete applications received by the deadline will be reviewed. Applications submitted after that date and time will be classified as late and may not be considered.

**When an application is received, there is no commitment on the part of CJCC to fund an application or to fund it at the amount requested.** All areas of the budget are subject to review and approval. Decisions related to these budget areas are based on both eligibility and reasonableness. The CJCC has full discretion to determine the reasonableness of budget items based on both objective and subjective decision-making tools. See "Restrictions on Use of Funds" subsection below to determine whether budget items requested are allowable prior to submitting your budget. Applications for funding will undergo several reviews. At any point during these reviews, a decision not to fund a project or any part thereof may be made. These decisions are within the complete discretion of the CJCC.

### **Disqualification Factors**

Any application electronically time-stamped after **5:00 p.m. on April 25, 2024**, will be regarded as late, excluding extenuating circumstances, and may not be considered for funding. It is the responsibility of the applicant to ensure the proposal is received by the specified deadline.

Additionally, CJCC may not consider funding any applicant that fails to comply with all application requirements. Disqualification factors may include any of the following:

- Failure to include application narrative, application budget, and application attachments;
- Failure to provide appropriate number of copies and format requested;
- Applicant is not a public government entity;
- Submission fails to include an original signature of the applicant's authorized official on the application face sheet; or,
- Application lacks original signatures where appropriate.

### **Questions**

The CJCC asks that applicants direct all questions to Chelsea Benson, Model Fidelity Coordinator, by email at [Chelsea.Benson@cjcc.ga.gov](mailto:Chelsea.Benson@cjcc.ga.gov) or Jennifer Reyes, Model Fidelity Coordinator, by email at [Jennifer.Reyes@cjcc.ga.gov](mailto:Jennifer.Reyes@cjcc.ga.gov). Although questions will be permitted until the date of the RFP submission, the response time will be subject to staff availability. As such, applicants are strongly encouraged to pose all questions as early as possible in the RFP process.

## Proposal Narrative

The following information provides a description of necessary components to be contained in the narrative portion of your proposal. The narrative is a detailed statement of the work to be undertaken and addresses questions regarding the grant proposal process.

*The CJCC requires that applicants restate each question and number in the narrative section followed by the response.*

E.g. “**1. Statement of Need/Summary**

a) **Statement of the community problem:** In X county...etc.”

### 1. Statement of Need/Summary

Provide a clear and concise statement of need, including the following:

- a. Statement of the community problem. For the purpose of this RFP, applicants are instructed, **at a minimum**, to use each of the following metrics as justification of need for programming for fiscal year 2025:
  - At-risk population\*
  - New instances of secure detention (RYDC)\*
  - Cases resulting in commitment to DJJ\*
  - New instances of confinement in secure juvenile correctional facilities (YDC)\*
  - Adjudicated Offense\*\*
  - PDRA Scores\*\*

\*This information can be found at: [Georgia Juvenile Justice Data Clearinghouse](#)

\*\*This information can be attained through the county JDEX. Please submit requests to Kristy King, JDEX Program Manager, at [Kristy.King@georgiacounts.gov](mailto:Kristy.King@georgiacounts.gov).

- b. A description of how the problem relates to the mission of the implementing agency;
- c. Overview of the target population to be served;
- d. Name and description of the chosen evidence-based intervention(s) for proposal and reason for selection. Please include why this particular program was chosen and how it will benefit your community; and,
- e. Brief description of the activities requiring CJCC funds.

### 2. Administration

- a. Name and brief description of the implementing agency. Name the applicant and fiscal agents, if these agencies are different from the implementing agency. **The fiscal agent must be a county commission/board of commissioners.**
- b. List the agency’s qualifications and experiences with managing grants.
- c. List the community partners and their description and contribution, if any, to the proposed program.

- d. After the initial allotment, this grant will transition to a reimbursement-only grant. Does the fiscal agent have the ability to maintain a positive cash-flow once reimbursements are provided on a quarterly or monthly basis?

### 3. Target Population

Provide a detailed description of the clearly defined target population to be served in the grant period, include the following:

- a. Target group/age range: a) middle school; b) high school; or c) both middle and high schools;
- b. How and why target population was selected;
- c. Number of projected youth to be served;
- d. Gender: a) male only; b) female only; or c) male and female;
- e. County or counties to be served (please only apply for counties you are able to serve);
- f. Other demographics, including at-risk population(s); and,
- g. List assessment instruments to be used for selected target population and how they will be used to screen youth (described more extensively in Section 4.e).

### 4. Methods and Procedures

- a. Service Delivery
  - State and the proposed primary curriculum or evidence-based interventions that will be employed during this grant period. Describe how this will be implemented. State and describe any other developmental activities program participants will receive in addition to the curriculum or intervention listed above. Explain how each of these developmental activities will be implemented.

**Continual applicants** are allowed to continue current interventions if they so choose. If the applicant intends to make a change utilizing a different intervention in Year Ten, please detail this change and why it is being made. Applicants switching interventions **MUST** select an intervention from the list below. Applicants who are starting a new evidence-based service will be allowed a two-month implementation period for that service, if needed.

**New Applicants** must select an evidence-based intervention that has been shown to be effective from the list below. New applications should choose the evidence-based intervention which is most appropriate for the needs of the youth in the community. A detailed description of the following intervention models is provided in Appendix A.

### **Evidence-Based Interventions\***

1. Aggressions Replacement Training® (ART)
2. Functional Family Therapy (FFT LLC, FFT Partners)
3. Multisystemic Therapy® (MST®)
4. Thinking for a Change (T4C)
5. Seven Challenges (7C)
6. Trauma Focused Cognitive Behavioral Therapy (TF-CBT)
7. Multisystemic Therapy® – Problem Sexual Behaviors (MST®-PSB)

\*Please note, the evidence-based interventions will be evaluated on an annual basis.

- b. Describe the overall format and design of the program, addressing the following:
  - Program type (i.e., Youth Reporting Center, community-based, school-based, or other); Include the name of the selected evidence-based program. Please list materials associated with the program (i.e. for ART® – Third Edition, Glick & Gibbs, 2011);
  - If applicable, number of cohorts expected during the grant year. Please include a detailed program schedule that includes specific dates (see Appendix B) and reflects appropriate dosage according to the selected evidence-based program; and,
- c. List the specific site(s) where programming will occur (i.e., the site name and the street address including the zip code).
- d. Complete the Program Timeline (Attachment A-2). Provide a detailed timeline from July 1, 2024 through June 30, 2025 of planned grant activities including, but not limited to, program start and end dates for each cohort (for each evidence-based program), special events, and planning period activities.
- e. Describe any educational support identified for youth. This would include how the support service works within the program, how it addresses an identified gap, and how it positively affects youth outcomes.
- f. Describe any mental health support identified for youth. This would include how the support service works within the program, how it addresses an identified gap, and how it positively affects youth outcomes.
- g. Please list any transportation services or assistance needed. If requesting funds to allocate for transportation services, grantees must include the vehicle cost (i.e. estimated rental cost) along with estimated cost of vehicle maintenance and projected cost for fuel. Please see section Budget Detail Worksheet.
- h. Fully describe the intake and referral process. List the criteria to determine which individuals will be offered program services. Applicants must provide a detailed

description of how the DJJ's DAI and PDRA will be utilized to ensure consistency and uniformity in decision-making. More information can be found at: <http://www.djj.state.ga.us/Policies/DJJPolicies/Chapter20/DJJ20.14PDRASDM.pdf>  
<http://www.djj.state.ga.us/Policies/DJJPolicies/Chapter20/DJJ20.11DetentionDecision.pdf>

- i. State which entities (e.g., service providers, contractors), if identified, will provide these services.
  - Attach any Memorandum(s) of Understanding for sites not under the jurisdiction of the applying or implementing agency (Attachment A-3)
- j. Describe policies that ensure appropriate relationships between youth and adults, including any mandated reporting requirements. If awarded, grantees will be expected to show said policy during the fiscal review.
- k. Staffing
  - Describe the primary roles and responsibilities for each grant-funded position. Attach a job description for each position discussed (Attachment A-4).
  - Explain training history for staff associated with service delivery.
  - Explain the plan for orientation and training of grant-funded staff.

## **5. Goals, Objectives, and Evaluation**

- a. List the required program goals as outlined in the RFP. List any additional program goals in a clearly defined and measurable manner.
- b. List the required program objectives as outlined in the RFP. List any additional program objectives in a clearly defined and measurable manner.
- c. Explain fully how all stated goals and objectives will be reached and evaluated.
- d. Explain how you currently collect data on youth served and how you plan to expand this collection to include source of referral information.

## **6. Sustainability**

- a. Describe the specific activities that will take place during this upcoming grant period to ensure sustainability, including any barriers for the program and how the organization intends to address said issues.
- b. List the current juvenile related funding sources (state, federal, and/or private) and amount of funding for your organization.
- c. Identify potential state, federal, and/or private funding streams for program support.

- d. Identify potential ways to increase current evidence-based service capacity for target population.
- e. Describe any local actions taken to specifically support evidence-based services.

## **7. Previous Accomplishments**

- a. Provide a detailed description of any previously successful interventions or grant funding received for similar programs. Applicants who received an Incentive Grant in previous years should include their accomplishments from this program. Applicants must include a detailed summary of activities:
  - FY24 projected youth served compared final number/percent of youth served to-date.
  - Supporting data to demonstrate whether or not the project objectives and goals were met.
- b. If problems were encountered in previous grants or objectives were not fully achieved, please provide a full description detailing both the issues and corrective action(s) taken. This information is an essential component of all applications.

## **Fiscal Responsibility and Proposed Budget Section**

If awarded, applicants must provide an adequate accounting system described in Forms, Assurances, and Certifications and should meet the following criteria:

- Accounting records provide information needed to identify each grant awarded (state, federal, local government, and private) to applicant by identifying the receipt of funds for each grant and the expenditure of funds for each grant award;
- Entries in accounting records refer to subsidiary records and/or documentation which support the entry and can be readily located;
- The accounting system provides accurate and current financial reporting information; and,
- The accounting system integrates with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

### **Budget Detail Worksheet**

Complete the Budget Detail Worksheet (Attachment A-5). The Excel workbook contains a budget summary for the applicant. The budget summary must provide a detailed computation of requested funds and justification of costs in relation to activities. A detailed Budget Narrative (Attachment A-6) should be submitted for clarity of expenses requested in the different budget categories. Applicants must provide details on each cost item in the budget. For example, if an applicant includes a cost item for “speaker contracts,” the applicant must describe what the purpose is, who

the speaker is, what event is happening, a justification including this cost, and the value-added to the grant. Each cost listed in the Budget Detail Worksheet should be detailed and itemized. A breakdown of expenses should be included under each category. Any expense not listed in the proposed budget cannot be claimed for reimbursement on an SER.

Applicants are responsible for obtaining and executing necessary agreements with partners or contractors providing services under this agreement. Documentation and copies of contract/service agreements must be submitted to CJCC upon procurement. Grantees are to submit copies of the agreements with their award packet or by the submission of their first-quarter SER. Subcontractors are still expected to adhere to the budget breakdown (see below); a full budget breakdown must be submitted.

Grantees are expected to adhere to Georgia’s State Travel Policy if requesting reimbursement for staff attending trainings or required conferences. Additional information can be found at <https://sao.georgia.gov/state-travel-policy>. All food and travel expenses should be included in the proposed budget.

Please note, for both meal and travel reimbursement, grantees must submit with their SER a typed list or travel form for any expenses incurred as a result of serving program participants. The list of meal expenses should include: date, location, number of program participants during the scheduled session, cost (including attached receipts), and signature. The travel form at a minimum should include: name of person being reimbursed, date of travel, beginning/ending location, total mileage, and signature (See Appendix D). All travel expenses submitted for reimbursement should adhere to the respective county’s travel policy in addition to the state travel policy.

**Budget Breakdown**

At a minimum, 70% of awarded funds must be used for direct, evidence-based program costs. No more than 30% of awarded grant funds can be used for non-direct services or administrative costs; this includes any programming not listed in this RFP. *The 70/30 split must be reflected in the Budget Narrative (Attachment A-6).*

E.g. 70/30 Split – Total Budget \$100.00

<b>30% INDIRECT</b>	Breakdown	Cost
Grants Coordinator	Part-time, \$1 per hour x 1 hour per month x 12 months	\$12
Rent	\$1 per month x 12 months	\$12
Insurance	\$6 per year	\$6
	Total/Percent	\$30 (30%)
<b>70% DIRECT</b>	Breakdown	Cost
Facilitator for Evidence-Based Program	\$1.35 per hour x 1 hour per week x 52 weeks	\$70.00
	Total/Percent	\$ 70.00 (70%)

Direct Costs are defined as expenses accrued through direct services of the primary evidence-based programming. The following is a brief list of common direct costs:



- Salary and benefits of individuals who provide direct service to youth (therapists, facilitators, etc.);
- Snacks or meals associated with programming;
- Travel to participants' homes;
- Vehicle maintenance and gas;
- Journals or program books for youth.

The following is a brief list of costs that will require preapproval to be considered as direct costs:

- Trainings;
- Conferences;
- Travel (outside of direct service travel);
- Online platform;
- Equipment;
- Educational support services;
- Mental health support services;
- Volunteers' compensation and/or service-related expenses;
- Copier (use of the copier for program materials);
- Cell phones for direct service employees requiring travel; or,
- Meeting expenses for outreach and awareness activities.

Indirect Costs are defined as expenses accrued that are not directly from the primary evidence-based programming; this includes any direct service interventions that are not listed on page 11 of this RFP. The following is a brief list of common indirect costs:

- Salary and benefits of supervisory and/or administrative staff who provide indirect services to program youth (e.g. grants manager, finance director, trainer, etc.);
- Bookkeeping costs;
- Rent and/or mortgage on administrative offices;

- Utilities on administrative offices;
- Office supplies for staff (e.g. pens, paper, ink, etc.);
- Insurance;
- Employee travel to grantee trainings;
- Printing, copier, postage;
- Meeting expenses;
- Background investigations; or,
- Wrap around services (tutoring, Botvin Lifeskills, etc.).

**Allowable and Unallowable Costs**

A list of allowable and unallowable costs is provided in the Budget Detail Worksheet.

- Items such as motivational tools, graduation gifts, and enrichment activities may be eligible for reimbursement. Please note, these expenses should be reflected in both the Budget Detail Worksheet and the budget narrative. These costs will be considered as part of the 70% allowed for direct costs, and these items should be listed in the “Supplies” category.
  - These items must be available to all program participants. Applicants must submit a policy outlining the parameters related to issuing enrichments to program participants to be eligible for reimbursement. See Appendix B for the same policy. Please note, expenses submitted for the issuance of gift cards, gift certificates, gas cards, etc. will not be approved as allowable expenses as part of the grant.
  - The maximum funding allowed for enrichments is not to exceed \$25 per individual youth served. This \$25 maximum is the allowance per youth, regardless of the number of programs in which the youth is enrolled or the number of times the youth participates in programming.
    - E.g. Total program: \$100,000
    - Projected youth served: 30
    - Motivational tools/enrichments budget: 30 X \$25 = \$750

\*All expenses must be detailed and approved in the grant budget prior to being listed in the SER and requested for reimbursement. Expenses are approved at the discretion of the CJCC.

Please note, any motivational tools, graduation gifts, and/or rewards donated or purchased using outside funds are not subject to this requirement.

- If you are implementing an evidence-based program that requires a meal for participants and their families, the cost should be reasonable and meal purchases should not exceed state travel policy. In your application budget, please break down the expectation for these costs.
- For those programs that do not require a meal as part of the evidence-based program, *light* snacks are still allowable, but the cost must be reasonable and the basis for arriving at that cost must be included in your budget. Please note, this expense should be reflected in your Budget Detail Worksheet and will be considered as part of the allowable, direct costs.
- Applicants must request preapproval for all expenses related to graduation ceremonies. All expenses must be detailed and approved in the grant budget. Expenses are approved at the discretion of the CJCC.
- The use of flex funds will require preapproval. All requests should include a detailed explanation as part of the Budget Narrative (Attachment A-6). Please note, all requests will be approved at the discretion of CJCC. If approved, the following will apply:
  - There must be judicial oversight. The presiding juvenile court judge must request the use of flex funds in each individual instance;
  - A note must be included in the youth’s file notating the judicial approval of the flex fund spending specific to the youth’s case; and,
  - A copy of the notation must be submitted to the CJCC along with your reimbursement request. The notation cannot be a “blanket” note but should instead be specific to each individual case.
- **Grant funds will not be allowed to be used for: out of state training, any part of a pay supplement (bonus, one-time payments, etc.,) for state or county paid employees, weapons, construction projects, financial and or programmatic audit costs, construction costs, and organized fundraising activities.**

**Supplanting**

Funds must be used to supplement existing funds for program activities and cannot replace or supplant funds that have been appropriated for the same purpose.

## **Application Attachments: Application Forms, Assurances, Certifications, and Financial Statements**

The applicant is required to comply with the following as described in the RFP. The grantee will be responsible for ensuring that any service delivery partners comply with the any forms applicable to the partner.

### **Attachments**

- A-1 Application Face Sheet
- A-2 Program Timeline: A detailed timeline of grant activities
- A-3 Grant Sub-agreements/Contracts: Signed agreement(s) between the apply agency and program site(s) not under the jurisdiction of the apply agency, if applicable.
- A-4 Job Descriptions: Job description for each grant-funded position
- A-5 Budget Detail Worksheet: Submit the Budget Detail Worksheet in Excel format electronically.
- A-6 Budget Narrative: Submit a budget narrative describing the reasoning for expenses.

### **Application Review**

The CJCC will review all eligible applications. The CJCC will not review incomplete applications, and the CJCC will not permit applicants to add information to their application after submission, unless clarification or additional information is requested. If awarded the grant, Grantees will be expected to submit and comply with any additional financial and programmatic requirements per the Special Conditions of the grant agreement.

## **Application Submission Instructions**

### Disqualifying Factors

- Applicant is not a public government entity.
- Submission fails to be electronically time-stamped by the deadline date.
- Submission fails to include the original signature of the Authorized Official of the applicant on the application face sheet.
- Application lacks original signatures where appropriate.

### Format

- Number of every page submitted as part of your application.
- Use type that is 12-point font size and one-inch margins.
- The proposal narrative should be typed on white paper that is 8 ½ x 11 inches.
- Include a footer identifying the applying agency.
- Application documents should be in PDF format, with the exception of the Budget Detail Worksheet that should be submitted in Excel format.

## Application

Use the table below to ensure that all requested information is included and your documents are appropriately named and saved as a word or excel document.

Required Application Document	Applicant Checklist (Y/N)
Proposal Narrative:	
A. Statement of Need/Summary	
B. Administration	
C. Target Population	
D. Methods and Procedures	
E. Goals, Objectives, and Evaluation	
F. Sustainability	
G. Previous Accomplishments	
Application Attachments:  A-1 Application Face Sheet  A-2 Program Timeline  A-3 Grant Subagreements/Contracts  A-4 Job Descriptions  A-5 Budget Detail Worksheet  A-6 Budget Narrative  A-7 Juvenile Justice Incentive Grant Mileage Log Sample (only submit if receiving funding for transportation services).	



## AGENDA ITEM

### Consent Agenda

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**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 58/2024

**SUBJECT:** Approval and authorization for the Chairman to execute a request to install a traffic signal on Cornelia Hwy (SR 365) at Whitehall Road/Kubota Way, Commission District 3.

---

#### Meetings:

**Work Session Date:** 04/08/24

**Voting Meeting Date:** 04/11/24

#### Executive Summary:

**Presenter:** BN  
**Recommendation:** Approval.

#### Purpose of Request:

The Georgia DOT has requested Hall County's approval of a traffic signal application for Cornelia Hwy (SR365) at Kubota Way.

This project will not utilize any Hall County Funds for the installation, but Hall County will be responsible for the monthly utility costs for the traffic signal. Commission District 3.

#### History:

This is an existing un-signalized intersection in Hall County. The property at the intersection of Kubota is proposing a use for a fueling center that would meet traffic warrants for a signalized intersection. To accommodate the traffic impact and increase the safety of the intersection, GDOT is requiring the developer to install a traffic signal at Kubota Way and SR365.

#### Facts and Issues:

The developer will fund the traffic signal installation.

The traffic signal will be operated and maintained by GDOT. However, Hall County will be responsible for the monthly utility costs.

#### Options:

**Funding Requested** \$ 0.00  
**Are funds within current budget?** No  
**Source of Funds**

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

No

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

Yes

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

**Approvals:**

<b>Submit</b>	<b>Approve</b>	<b>Budget</b>	<b>Finance</b>
KM	BN	EW	WG
<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>	
WLI	CR	JR	

**Attachments:**

Traffic Signal Application  
Summary



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

**AGENDA ITEM 58/2024**

**Funds Requested:** \$ 0.00

**Request Budgeted:** No

**Proposed Source of Funding:**

**Budget Transfer Requested:**

No

**Funding Source Items:**

**Budget Transfer Items:**

**Additional Information/Comments:**

An average monthly traffic signal cost is \$93.

**Contact for Questions:** SP

**Phone:** 770 531-6800



Distribution:  
White - Applicant  
Yellow - State Traffic Engineer  
Pink - District Traffic Engineer

Do Not Write In This Space
Application No. _____
Permit No. _____

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**REQUEST FOR TRAFFIC SIGNAL**

To the Georgia Department of Transportation:

The Board of Commissioners in Hall County hereby request approval for the use of a traffic signal at the location described below:

**LOCATION**

Local Street names: Cornelia Hwy at Kubota Way/Whitehall Rd

State Route Numbers: US 23/SR 365/SR 419 at \_\_\_\_\_

**TYPE SIGNAL**

Stop and Go     Flashing Beacon     School Beacon     Other

**CONDITIONS OF APPLICATION AND STANDARDS OF OPERATION**

In the event that the Georgia Department of Transportation authorizes the use of a traffic signal at the above location, the undersigned agrees to participate in the costs to purchase and install the signal. This level of participation will be determined after a study of the location has been completed. The signal must be installed to the Department's standards and conform with the authorization issued by the Department and the provisions set forth therein.

**COST OF OPERATION**

The full and entire costs of the electric energy and telephone service used to operate the signal shall be at the expense of the applicant without any cost to the Georgia Department of Transportation. The applicant understands that the Department may ask for participation in the cost for the purchase, installation and maintenance of the signal if approved.

**INSPECTION AND APPROVAL**

The installation, maintenance and operation of said signal shall be subject at all times to inspection and approval by a duly authorized engineer of the Georgia Department of Transportation.

**RIGHT TO REVOKE**

The Georgia Department of Transportation reserves the right to revoke the approval should it for any reason desire to do so, by giving the applicant thirty (30) days written notice, and in that event, the applicant agrees to remove said signal from said right-of-way at its own expense or allow it to be removed by the Department.

This application is hereby submitted and all of the terms and conditions are hereby agreed to. The undersigned are duly authorized to execute this instrument.

This the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

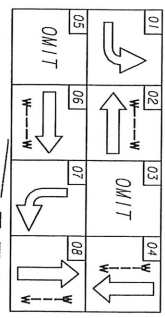
Attest:

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

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

\_\_\_\_\_  
Clerk

**PHASING DIAGRAM**



Provide Numeric Analysis that looks at left turn vs. opposing thru vehicles broken out by approach.

Not necessary for new signal requests

Add CCTV on Luminaire Arm

Label setback loop distances from the stop bar. Extend loop detectors 2' beyond stop bar.

Recommend adding Detail 'C' White hatching in the radii

On the side roads, offset left turn lane stop bars 10'-12' from through lane stop bars

Not sure why this would be necessary unless AutoTurn revealed a conflict

SR 365 / Cornelia Hwy (65 MPH)

Shift heads as shown

Show arrows in right and left turn lanes starting 25' from stop bar, then evenly spaced 100' apart

Make certain ped poles are at least 5' from detectable warning strips (Maintain 5' diameter for peds on ramps)

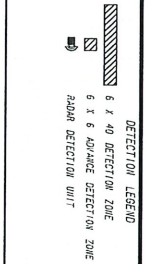
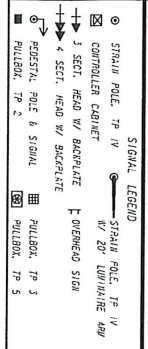
Label ADA ramps by type per GDOT Detail A-3

Recommend a smoother transition here

**TRAFFIC SIGNAL CONCEPT NOT FOR CONSTRUCTION**

6 x 40 DETECTION ZONE  
 6 x 6 ADVANCE DETECTION ZONE

2400 DETECTION UNIT



**NVIS**  
 VIS ENGINEERING & CONSULTING, INC.  
 10724 WESTSIDE AVE, SUITE 300  
 ALPHARETTA, GA 30009  
 (770) 473-1200  
 www.nvis.com



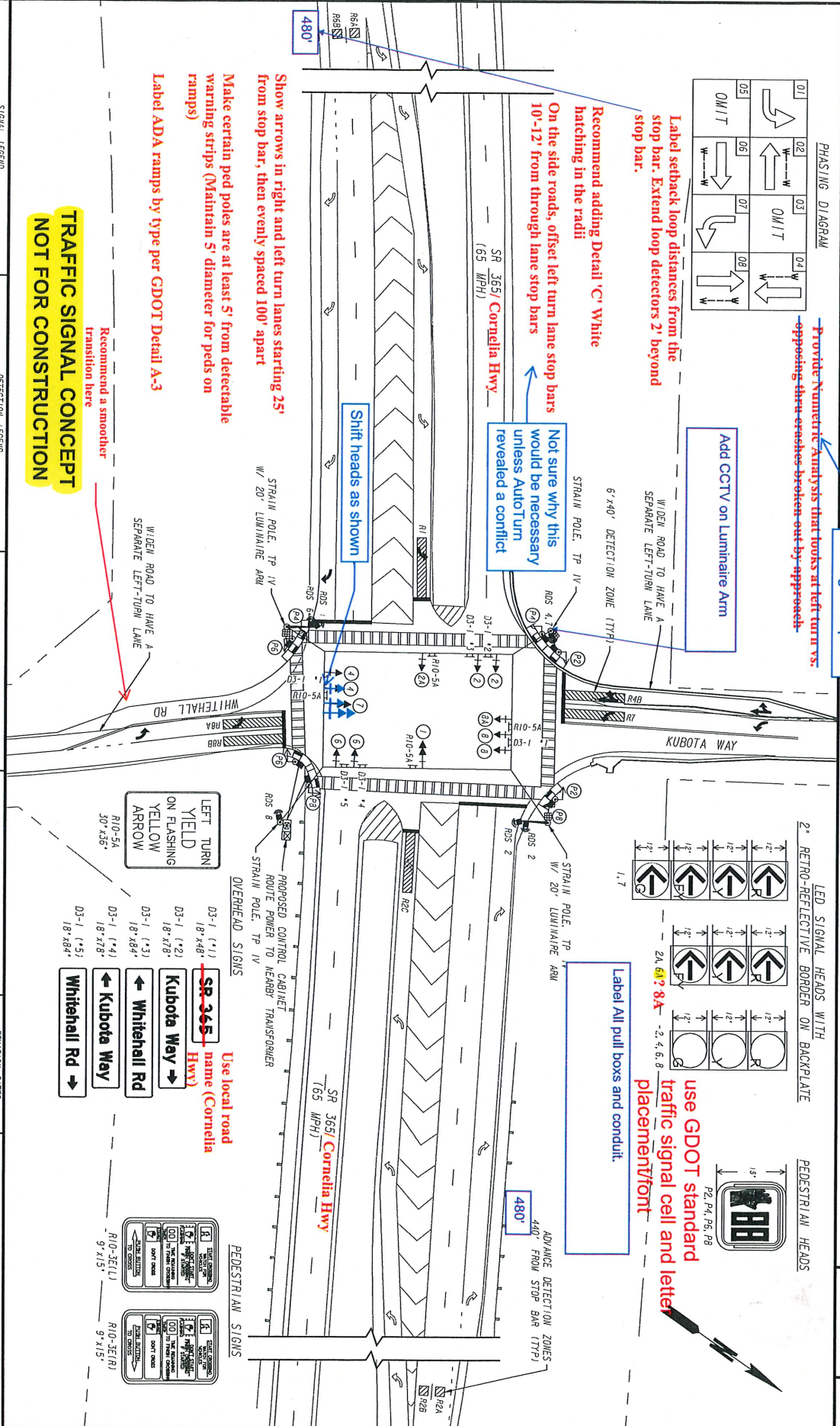
REVISION DATES

NO.	DATE	DESCRIPTION

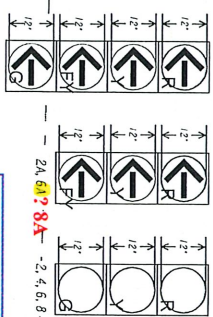
TRAFFIC SIGNAL CONCEPT

NO.	DATE	DESCRIPTION

KUBOTA WAY / WHITEHALL RD  
 SR 365 @  
 DRAWING NO. 27-001



LED SIGNAL HEADS WITH RETRO-REFLECTIVE BORDER ON BACKPLATE



use GDOT standard traffic signal cell and letter placement/front



Label All pull boxes and conduit.

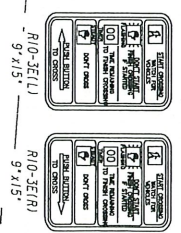
ADVANCE DETECTION ZONES 440' FROM STOP BAR (TYP)

PROPOSED CONTROL CABINET ROUTE POWER TO NEARBY TRANSFORMER OVERHEAD SIGNALS

Use local road name (Cornelia Hwy)

- SR 365 name (Cornelia Hwy)
- Kubota Way
- Whitehall Rd
- Kubota Way
- Whitehall Rd

PEDESTRIAN SIGNS



## **EXECUTIVE SUMMARY**

### **Cornelia Hwy (SR365) at Whitehall Road / Kubota Way Traffic Signal Permit Application**

The Georgia Department of Transportation has requested Hall County's approval of a traffic signal application for Cornelia Hwy (SR365) at Whitehall Road / Kubota Way intersection.

Installation of the traffic signal will be included as part of a potential commercial development on the north west corner of Cornelia Hwy (SR365) and Kubota Way. No County funds will be utilized for the traffic signal installation or improvements. After project completion and acceptance, Hall County will be responsible for the monthly utility costs for the traffic signal. Hall County currently pays the monthly utility costs for other traffic signals located on state routes in the county. Operation and maintenance of the traffic signal will be handled by the Georgia Department of Transportation.



## AGENDA ITEM

### Consent Agenda

---

**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 163/2024

**SUBJECT:** Approve the single source purchase of Construction Administration and Quality Assurance Services for the Candler Road Landfill Cell 3 Construction for Public Works & Utilities from Burns & McDonnell Engineering Company, Inc. of Atlanta, GA, in the amount of \$645,000.00.

---

#### Meetings:

**Work Session Date:** 04/08/24

**Voting Meeting Date:** 04/11/24

#### Executive Summary:

**Presenter:** BN

**Recommendation:**  
Approve.

#### Purpose of Request:

Approve the single source purchase of Construction Administration and Quality Assurance Services for the Candler Road Landfill Cell 3 Construction for Public Works & Utilities from Burns & McDonnell Engineering Company, Inc. of Atlanta, GA, in the amount of \$645,000.00.

#### History:

Morgan Corporation was awarded the construction contract for Cell 3 construction at the Candler Road Landfill in January 2024. Preliminary work began in March 2024. Burns and McDonnell performed the design and permitting for the Cell 3 construction and were also involved with the Minor Permit Modification that allowed Cell 3 to maximize the period before the next cell is required.

#### Facts and Issues:

#### Options:

During the construction, Burns and McDonnell would perform various tasks to oversee construction activities, review contractor submittals, schedule regular progress meetings, review material specs, inspect installed infrastructure, and ensure that the contractor's work complies with approved plans.

Burns and McDonnell will also prepare post-construction documentation and reports necessary to provide to EPD for the opening of the newly constructed cell.

The estimated time to construction is 10 months. The cell's estimated lifespan is 5-6 years.

Burns and McDonnell's familiarity and knowledge of the cell's design and permitting will ensure the seamless administration and inspection of the workmanship.

<b>Funding Requested</b>	\$ 645,000.00
<b>Are funds within current budget?</b>	No
<b>Source of Funds</b>	Landfill
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	No
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	

**Approvals:**

<b>Submit</b>	<b>Approve</b>	<b>Purchasing</b>	<b>Budget</b>
BN	BN	AP	EW
<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>
WG	WLI	CR	JR

**Attachments:**

- Financial Supplement
- Burns and McDonnell Fee proposal
- Single Source Justification



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

**AGENDA ITEM 163/2024**

**Funds Requested:** \$ 645,000.00

**Request Budgeted:** No

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Landfill

No

**Funding Source Items:**

Fiscal Year	Fund	Division	Account	Amount
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**Budget Transfer Items:**

Fiscal Year	Fund	Division	Account	Amount
2024	540-SOLID WASTE FUND		399999 - PLANNED USE OF FUND BALANCE	\$-645,000.00
2024	540-SOLID WASTE FUND		541400- INFRASTRUCTURE	\$645,000.00

**Additional Information/Comments:**

Nathan "Nate" Smith Solid Waste Superintendent Hall County Community Development and Infrastructure  
770-531-6851

**Contact for Questions:** BN

**Phone:** 770 531-6800





March 25, 2024

Mr. Bill Nash  
Assistant Director of Public Works  
Hall County, Georgia  
2875 Browns Bridge Road #3  
Gainesville, Georgia 30504

Re: Proposal Construction Support and CQA – Candler Road Cell 3

Dear Mr. Nash:

Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) recently completed the design and bid administration services for Hall County (County) Candler Road Landfill (Landfill) Cell 3, and it is anticipated the County will award the project to the apparent low bidder in January 2024. This letter is being provided as an amendment for additional services for construction administration and construction quality assurance for the above-referenced project.

### **SCOPE OF SERVICES**

#### **Task 1: Submittal/RFI Review and Construction Administration**

As part of the Cell 3 Construction Project (Project) Burns & McDonnell shall review and process contractor submittals and requests for information (RFIs). Burns & McDonnell shall maintain communication with the County's contractors and subcontractors to assess whether material and equipment conform with the project specifications and issue submittal responses in a timely manner. This task also includes review of contractor pay applications and general construction contract administration.

A total of 220 professional hours have been assumed for Task 1.

#### **Task 2: Construction Coordination and Meetings**

As part of the Project, Burns & McDonnell shall coordinate and conduct a pre-construction meeting with the County, its contractors, and subcontractors. The pre-construction meeting will include a review of contractor's construction procedures and schedules, define points of contact, define the responsibilities of each party, and conduct a pre-construction site walk. Burns & McDonnell will coordinate and attend one geosynthetics pre-installation meeting, monthly construction progress meetings and site visits and a substantial completion site walk.

Burns & McDonnell representatives will attend the geosynthetics pre-installation meeting, monthly construction progress meetings, and substantial completion site walk in person.

March 25, 2024  
Mr. Bill Nash

A total of 216 professional hours have been assumed for Task 2.

### **Task 3: Construction Quality Assurance**

Burns & McDonnell, and subcontractor GeoHydro Engineering, Inc., (GeoHydro) will provide Construction Quality Assurance (CQA) for the construction of Cell 3 base cell. As part of that work, Burns & McDonnell and GeoHydro shall provide on-site support during construction activities to observe and document the work completed including, but not limited to:

- Clearing and Grubbing
- Soil excavation, segregation and stockpiling
- Subgrade preparation
- Underdrain construction
- Recompacted soil layer
- Geosynthetics installation (high density polyethylene geomembrane liner and geosynthetic clay liner)
- Leachate collection layer
- Leachate pipework installation
- Forcemain and manhole installation
- Stormwater management works
- Seeding and mulching

GeoHydro will provide day-to-day onsite construction support. They will report to a Burns & McDonnell project manager that will coordinate their time onsite, congregate and review field notes and documentation prepared by the onsite GeoHydro staff, and answer questions during construction activities. During certain times of construction, Burns & McDonnell will support GeoHydro with staff onsite.

It is assumed Burns & McDonnell will provide one additional full-time on-site representative to provide CQA services during geosynthetics installation. As part of the geosynthetic installation CQA monitoring, Burns & McDonnell shall provide logs of the following items:

- Panel Layout
- Trial Welds – Fusion and Extrusion Welds
- Panel Seaming and Air Pressure Testing
- Repairs and Vacuum Box Testing
- Destructive Samples Testing

Effort for preparing a site-specific health and safety plan, coordinating Burns & McDonnell employee safety, and general project manager services for coordination with field staff and subcontractors, daily logs and project administration has also been included in the cost for Task 3.

For purposes of this proposal the following hours are assumed during construction:



March 25, 2024  
Mr. Bill Nash

- Burns & McDonnell Project Manager: 52 hours
- Burns & McDonnell Engineer: 116 hours
- Burns & McDonnell Geosynthetic Technician CQA: 200 hours
- GeoHydro Onsite Staff: 2,040 hours
- GeoHydro Project Manager: 175 hours

#### **Task 4: Construction Documentation Report**

After completion of the construction activities, Burns & McDonnell will prepare a CQA report to document construction activities and provide the necessary information to the Georgia Environmental Protection Division (Georgia EPD) for certification. The contractor shall be responsible for material conformance testing of the geosynthetics. Burns & McDonnell shall be responsible for conformance testing of concrete and earthworks. Burns & McDonnell shall organize the pertinent construction data and submittals into report format, submit a draft CQA report electronically to the County for review, and submit the final CQA report to the Georgia EPD including hard copies, if required. The report will include:

- Project introduction and background
- List of organizations and responsibilities
- Summary of construction activities
- Testing and laboratory results
- Observation and test data sheets
- Description of construction problems/resolutions
- Earthwork (as constructed)
- Underdrain pipework (as constructed)
- Leachate pipework (as constructed)
- Geosynthetics installation and panel layout
- List of deviations from construction documents

A total of 184 professional hours have been assumed for Task 4.

#### **Task 5: Construction Earthworks and Concrete Testing**

Burns & McDonnell will retain and coordinate with a construction material testing subcontractor and laboratory to provide quality control testing of soil density and moisture of general fill and recompacted soil liner material. A field technician shall mobilize to the Landfill to take nuclear density gauge readings of each lift of compacted soil during cell construction as per the CQA Plan frequencies.

In addition to soil density testing, Burns & McDonnell shall also provide concrete testing for the various concrete pours required during construction. A technician shall take cylinders of the

March 25, 2024  
Mr. Bill Nash

concrete and test for strength at 7- and 28-day intervals. Concrete shall also be tested the day of the pour for slump.

Lastly, during construction, bulk samples of borrow fill, general fill and various aggregates shall be taken and tested for proctor, sieve analysis, Atterberg limits, hydraulic conductivity, and calcium carbonate as per the CQA Plan test frequencies.

Burns & McDonnell's full-time on-site representative will coordinate the timing and collection of samples with County's selected contractor. Coordination of the testing will primarily take place during construction progress meetings.

### **ASSUMPTIONS**

As part of this proposal, Burns & McDonnell has made the following assumptions:

- Budget for construction quality assurance assumes the contractor works six-days per work week at 10-hour workday. Part time construction quality assurance work is anticipated during mass excavation, clearing and grubbing, and haul-road improvement activities.
- Construction schedule is assumed to be 34 weeks and is dependent on the contractor. If the contractor takes longer than the assumed construction schedule, Burns & McDonnell will manage onsite time to the extent practical to stay within the assumed budgeted hours. Burns & McDonnell will communicate onsite hours to the County on a monthly basis. If hours beyond the assumed budget are needed, a Change Order will be warranted.
- Budget assumes 20 days at 10 hours per days of on-site support for geosynthetics installation in addition to the full time regular support for non-geosynthetics tasks.
- Contractor shall be responsible for construction surveying and geosynthetics conformance testing.
- Soil and Concrete testing scope included is for on-site conformance testing. Contractor shall be responsible for submission of source approval testing results for approval prior to delivery to Landfill.
- Burns & McDonnell is responsible for on-site soil and concrete construction testing as per the CQA plan requirements.
- A total of \$77,000 in subcontractor fees for CQA soil and concrete testing have been included within this budget. This includes seven mobilizations for concrete cylinder and slump testing. Actual number of mobilizations will be dependent on Contractor's performance and work schedule.
- Budget includes reimbursable travel expenses and technology charges.
- Due to construction timing and bidding schedules this proposal includes Burns & McDonnell time for work completed prior to this proposal being executed.

March 25, 2024  
Mr. Bill Nash

Additional hours and expenses beyond those identified within the tasks above are considered outside the scope of services.

### **TIME OF SERVICE**

Burns & McDonnell will proceed with providing the services set forth herein upon acceptance of this proposal by the County. The timing of Tasks 1 through Task 5 is dependent upon the schedule of the Cell 3 construction project. Tasks will be completed as required in accordance with the contractor's construction project schedule. The Construction Documentation Report (Task 4) will be completed within 30 days of construction final completion.

### **COMPENSATION**

For the Scope of Services in Task 1 through Task 5 described herein, Hall County shall compensate Burns & McDonnell on a time and materials basis as per the attached rate sheet (BMR24-5) not to exceed a total of \$645,000 as outlined in the cost breakdown presented below. This estimated cost will not be exceeded without Hall County's authorization.

Task 1: Submittal/RFI Review and Construction Administration	\$65,300
Task 2: Construction Management and Meetings	\$86,200
Task 3: Construction Quality Assurance	\$362,700
Task 4: Construction Documentation Report	\$53,800
<u>Task 5: Construction Earthworks and Concrete Testing</u>	<u>\$77,000</u>
<b>Total</b>	<b>\$645,000</b>

March 25, 2024  
Mr. Bill Nash

Should you have any questions or require additional information, please do not hesitate to contact me at (612) 458-7512 or [bweldon@burnsmcd.com](mailto:bweldon@burnsmcd.com).

Sincerely,

Burns & McDonnell Engineering Company, Inc.



Bryan Weldon P.E.  
Project Manager



Spencer Cronin  
Regional Manager



Matt Evans P.E.  
Client Manager

March 25, 2024  
Mr. Bill Nash

Enclosures: Schedule of Hourly Professional Services Billing Rates

**ACCEPTED:** Propsoal – Construction Support and CQA – Candler Road Cell 3

HALL COUNTY, GEORGIA

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

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

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

## Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$72.00
Technician *	6	\$92.00
Assistant *	7	\$111.00
	8	\$152.00
	9	\$181.00
Staff *	10	\$204.00
	11	\$223.00
Senior	12	\$252.00
	13	\$273.00
Associate	14	\$281.00
	15	\$283.00
	16	\$285.00
	17	\$289.00

**NOTES:**

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2024, and are subject to revision thereafter.



## Sole Source/Brand and Single Source Justification

### Request Submitted By

<b>Name:</b>	
<b>Job Title:</b>	
<b>Department:</b>	
<b>E-Mail Address:</b>	
<b>Date of Request:</b>	

### Request Details

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

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

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

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

<b>Desired Supplier Name:</b>
<b>Desired Supplier Email:</b>
<b>Desired Supplier Phone Number:</b>

## Scope of Work

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



### Justifying a Sole Source/Brand

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

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

## Justifying a Single Source

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

--

Letter from Original Equipment Manufacturer (required):

Attached

### Purchasing Use Only

Buyer:

Buyer E-Mail Address:

Buyer Telephone:

Contract #:

Contract Name:

If publicly solicited, number of protests:

Outcome:

Bid # (if competitively bid):

Purchase Order #:



## AGENDA ITEM

### Consent Agenda

---

**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 149/2024

**SUBJECT:** Approve the award of Task Order #2024-024 under RFQ/P #43-002 Demand Services for On-Call Electrical Contractors for Law Enforcement Center Generator Reconfiguration for the Sheriff's Office to Capital City Electrical Services, LLC of Norcross, GA, in the amount of \$284,500.00.

---

#### Meetings:

**Work Session Date:** 04/08/24

**Voting Meeting Date:** 04/11/24

#### Executive Summary:

**Presenter:** LBP  
**Recommendation:** Approve.

**Purpose of Request:** Approve the award of Task Order #2024-024 under RFP #43-002 Demand Services for On-Call Electrical Contractors for Law Enforcement Center Generator Reconfiguration for the Sheriff's Office to Capital City Electrical Services, LLC of Norcross, GA, in the amount of \$284,500.00.

**History:** Capital City Electrical Services, LLC of Norcross, GA was the lowest bidder for Task Order #2024-024 from the competitively bid Contract RFQ/P #43-002 Demand Services for On-Call Electrical Contractors.

**Facts and Issues:** The existing generator was originally configured to only serve the lower level of the Law Enforcement Center Building (Sheriff's Office) when installed. This Task Order is to reconfigure the generator and add a transfer switch to serve all three (3) levels of the building.

#### Options:

<b>Funding Requested</b>	\$ 284,500.00
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	Capital
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	

**Approvals:**

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

---

**Attachments:**

Financial Supplement  
Capital City Task Order Response  
Bid Tab



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

**AGENDA ITEM 149/2024**

**Funds Requested:** \$ 284,500.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Capital

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2024	350-CAPITAL PROJECTS FUND	3310- SHERIFF&€OPERATIONS	542500-OTHER EQUIPMENT	\$284,500.00

**Budget Transfer Items:**

**Additional Information/Comments:**

Kevin Ivey (770-531-5354)

**Contact for Questions:** LJ

**Phone:**

7705315357



Hall County Government  
FINANCIAL SERVICES

# Task Order #2024-024

## Law Enforcement Center Generator Reconfiguration

Demand Services for On-Call Electrical Contractors Contract #43-002

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t 770 535 8270 | f 770 531 6711

DIRECTOR  
Wesley Geddings

### PROJECT DESCRIPTION

The Hall County's Purchasing Department is requesting Task Order bids for electrical services to reconfigure and rewire the existing generator and add one (1) transfer switch to provide backup power to two (2) additional floors at the Hall County Law Enforcement Center (LEC), located at 2859 Browns Bridge Rd, Gainesville, GA 30504.

This is a turnkey project. The existing 600 KW Caterpillar diesel generator has the capacity to serve the entire building, but currently only serves one (1) level. Clark Patterson Lee (CPL) has compiled drawings, schematics, elevations, and other specifications to complete this work, which includes the installation of a service rated fused disconnect switch and an additional transfer switch. The County desires to have the existing generator provide backup power to all three (3) levels of the entire LEC building with a total of two (2) transfer switches.

### SCHEDULE OF EVENTS

**Release Date:** Wednesday, February 14, 2024

**Mandatory Site Visit:** Tuesday, February 27, 2024 at 9:00am

**Bid Due Date:** Thursday, March 14, 2024 by 2:00pm EST

Attendance for the site visit on February 27, 2024 is mandatory. Failure to attend this site visit will result in bid disqualification.

### BIDDING

Task Order bids must be received or emailed by Thursday, March 14, 2024, on the 4<sup>th</sup> floor of the Hall County Government Center, located at 2875 Browns Bridge, Gainesville, GA 30504 by 2:00pm. Bidders may also email bids to [andrew.youngblood@hallcounty.org](mailto:andrew.youngblood@hallcounty.org).

### SCOPE OF WORK

Please see *Attachment 1 – 260010-USER-General Provisions for Electrical Work-01-30-2024* for the entire project scope. Additional Attachments will be sent as a compressed file folder but will also be available upon request. Additionally, contractors shall furnish labor, materials, tools/equipment, transportation, and supervision necessary for installation and proper operation of the electrical systems.

Performance of the above shall include the following:

- Confer with local governing bodies to obtain any necessary approvals and permits.

- Meet and confer with County staff and others as needed or requested by the County, to complete all aspects of this project.
- Coordinate with the local electric supplier, alarm company, etc. for any necessary electrical service interruptions.
- Within a reasonable and realistic amount of time, notify Hall County LEC in anticipation of any necessary electrical service interruptions.

**Attachments:** (emailed as compressed file folder)

- Attachment 1 – 260010-USER-General Provisions for Electrical Work-01-30-2024
- Attachment 2 – E800 GENERAL DETAILS
- Attachment 3 – E002 LEC SITE PLAN
- Attachment 4 – E000 ELECTRICAL SYMBOLS AND NOTES
- Attachment 5 – E001 LAW ENFORCEMENT CENTER\_ONE-LINE
- Attachment 6 – 033000-USER-CAST-IN-PLACE CONCRETE-01-31-2024
- Attachment 7 – 078400-RIB-Firestopping-01-31-2024
- Attachment 8 – 260505-RIB-Selective Demolition for Electrical-01-30-2024
- Attachment 9 – 260519-RIB-Low-Voltage Electrical Power Conductors and Cables-01-30-2024
- Attachment 10 – 260526-RIB-Grounding and Bonding for Electrical Systems-01-30-2024
- Attachment 11 – 260529-RIB-Hangers and Supports for Electrical Systems-01-30-2024
- Attachment 12 – 260533.13-RIB-Conduit for Electrical Systems-01-30-2024
- Attachment 13 – 260533.16-RIB-Boxes for Electrical Systems-01-31-2024
- Attachment 14 – 260553-RIB-Identification for Electrical Systems-01-31-2024
- Attachment 15 – 262813-RIB-Fuses-01-31-2024
- Attachment 16 – 262816.16-RIB-Enclosed Switches-01-31-2024
- Attachment 17 – 263600-RIB-Transfer Switches-01-31-2024
- Attachment 18 – 311000-RIB-Site Clearing-01-31-2024
- Attachment 19 – 312200-RIB-Grading-01-31-2024
- Attachment 20 – 312316-RIB-Excavation-01-31-2024
- Attachment 21 – 312323-RIB-Fill-01-31-2024

Bid Lump Sum Amount \$ 284,500<sup>00</sup>

Sign below and return to [andrew.youngblood@hallcounty.org](mailto:andrew.youngblood@hallcounty.org)

CAPITAL CITY ELECTRICAL SERVICES  
(Contractor's Full Legal Corporate Name)

Signature: 

Print Name: RIK MOORE

Title: ESTIMATOR

Date: 3/14/24







## AGENDA ITEM

### Other Business - Planning and Development

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**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 152/2024

**SUBJECT:** Public Hearing on the Malt Beverage and Wine Package License for Chevron Food Mart located at 2415 Old Cornelia Hwy, Gainesville, GA 30507. Ownership is Chevron 2415, Inc. Managing Agent is Mahreen Ali and Registered Agent is Robin Taylor. Commission District 3.

---

#### Meetings:

**Work Session Date:** 04/08/24

**Voting Meeting Date:** 04/11/24

#### Executive Summary:

**Presenter:** RD

**Recommendation:**

Approve with condition that no prior owners have any interest or work in any capacity with this business.

**Purpose of Request:**

Public Hearing on the Malt Beverage and Wine Package License for Chevron Food Mart located at 2415 Old Cornelia Hwy, Gainesville, GA 30507. Ownership is Chevron 2415, Inc. Managing Agent is Mahreen Ali and Registered Agent is Robin Taylor. Commission District 3.

**History:**

The previous owner of this business was Arisha Chevron, Inc. The managing agent was Shahin Ismail. Brandi Smith was made aware in September of 2023 by the City of Gainesville that the Hall County Sheriff's Office performed a gambling raid at this location. (See citation and adjudication attached) Business License sent alcohol renewals out in October 2023 with a due date of November 15, 2023. The original alcohol license (HBUSA22-0017) was not renewed and has expired.

**Facts and Issues:**

**Options:**

- November 21, 2023 - Business License were notified that the ownership had changed from Arisha Chevron, Inc to Chevron 2415, Inc. The new owner came in to apply for their business license. They were missing documents and were not able to apply at this time.
- December 6, 2023 - Brandi Smith sent a courtesy email to Shahin Ismail stating that her alcohol license still had not been renewed and that penalties and interest would be increasing again on December 15th.
- January 3, 2024 - New owner, Ms. Ali, came in with previous owner, Ms. Ismail, to apply for the business license in the name of the new ownership. Brandi Smith explained at that time that due to the previous license expiring and not being renewed, she would be required to apply for a New Alcohol license and not qualify for a transfer.
- January 16, 2024 - Brandi Smith asked the Marshal's office to send out an officer to Chevron Food Mart to make sure that no alcohol was being sold as they did not renew their alcohol license with the County. Officer James Carver went out and confirmed that they were still selling alcohol and provided their State Alcohol license. Brandi Smith called MaryEllen Loggins with the Georgia Department of Revenue and she went out and advised them that the State Alcohol license was only valid if they had a current County Alcohol license and to stop selling and cover up all the alcohol from the public view.
- January 31, 2024 - Officer Carver with the Marshal's went by the location to confirm that alcohol was still covered and the "no alcohol sales" sign were up. (See pictures attached)
- March 12, 2024 - Mahreen Ali came in and submitted the alcohol license for Chevron 2415, Inc DBA Chevron Food Mart.
- March 17, 2024 - Brandi Smith was in the area and wanted to check to make sure all alcohol was still covered and it was not. (See pictures attached).
- March 18, 2024 - Brandi Smith contacted MaryEllen Loggins with the DOR again and let her know the findings. She went out to the location again, and made them re-cover the alcohol and put up "no alcohol" signs. (see pictures).
- March 19, 2024 - Officer Carver went out to the location to check to make sure all signs/covers were still in place and they already had them down. At this time, Officer Carver issued a citation and instructed all alcohol to be removed from the location until a valid alcohol license could be obtained.

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

**Approvals:**

Submit	Approve	Attorney	Administration
BS	BG	WLI	CR
Clerk			

Clerk
JR

---

**Attachments:**

Memo

Map

Land Survey

Gambling Citation and Adjudication

March 19th Photos

March 18th Photos

March 17th Photos

January 31st Photos



**Hall County Government**  
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
BUSINESS LICENSE DIVISION

March 22, 2024

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6815 | f: 770.531.4953

PLANNING AND DEVELOPMENT  
DIRECTOR  
**Randi Doveton**

BUSINESS LICENSE DIRECTOR  
**Brandi Smith**

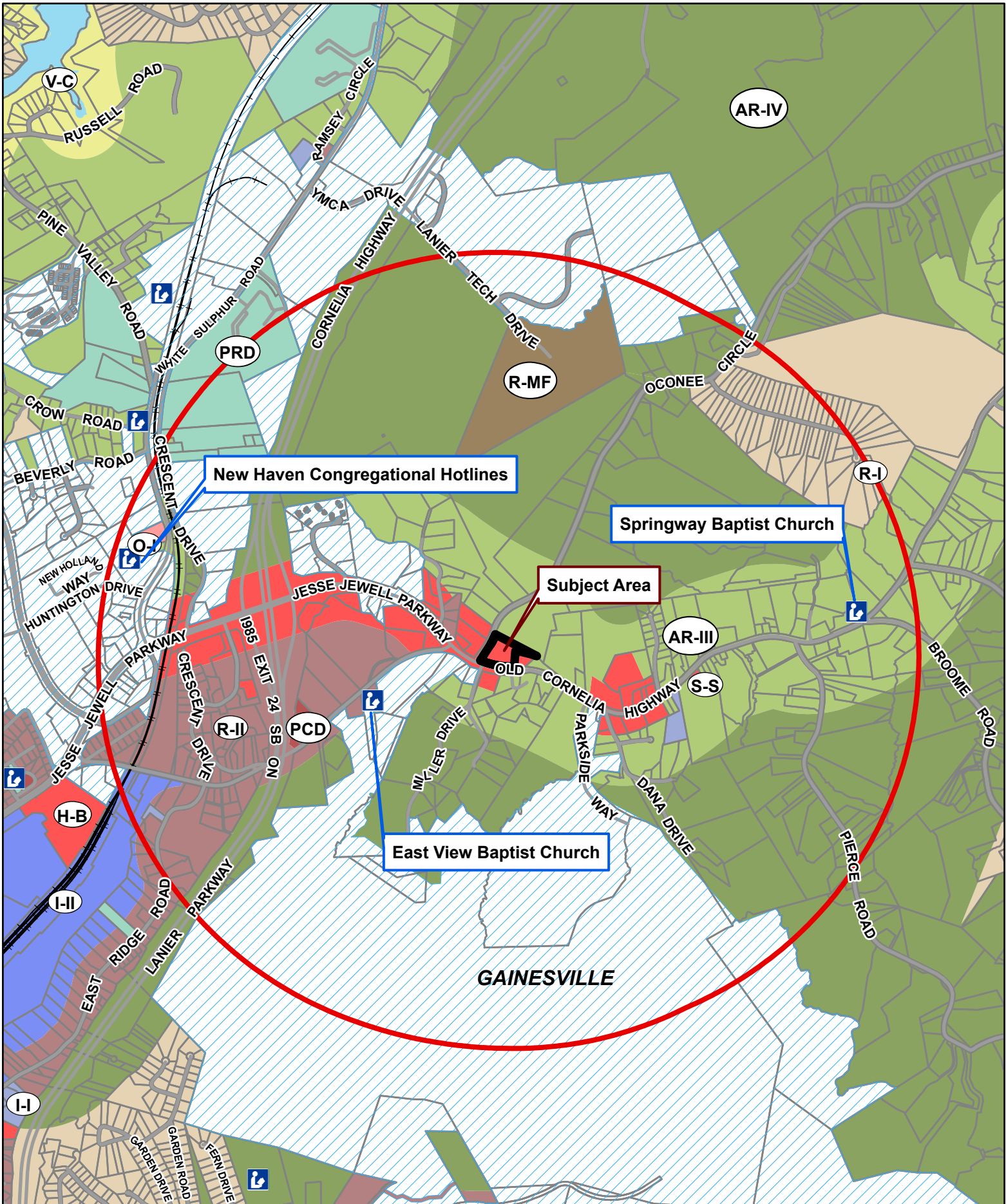
Re: 2415 Old Cornelia Hwy, Gainesville, GA 30507

To Whom It May Concern:

Please find the attached map, Land Surveyor Statement and supporting documents regarding a new Malt Beverage and Wine Package license. The ownership of the license is Chevron 2415, Inc with Ms. Mahreen Ali as the license holder and Ms. Robin Taylor as the local registered agent. The Commission district is 3. I recommend approval with the condition that no previous owners have any interest or work in any capacity with the business.

Sincerely,

Brandi Smith, Director









**Subject Property: 2415 OLD CORNELIA HIGHWAY, GAINESVILLE, GA 30507**



Date: 3/22/2024



Feet

-  Zoning Boundary
-  City Limits
-  Church
-  Active Alcohol Licenses
-  1 Mile Buffer
-  Subject Area



# GEORGIA REGISTERED LAND SURVEYOR STATEMENT

I, JOSH L. LEWIS III, a Georgia Registered Land Surveyor  
(# 1751) hereby certify I am familiar with the premises  
2415 CHEVRON INC. 2415 OLD CORNELIA HIGHWAY  
(business name and location)

For which MAHREEN ALI application  
(applicant's name)

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

This 7 day of MARCH, 2024



[Handwritten Signature]  
Signature and seal of surveyor

Business Address:

155 CLIFWOOD DRIVE  
SANDY SPRINGS, GA 30328

Sworn to and subscribed before me

This 7 day of MARCH, 2024

[Handwritten Signature]  
Signature, Notary Public

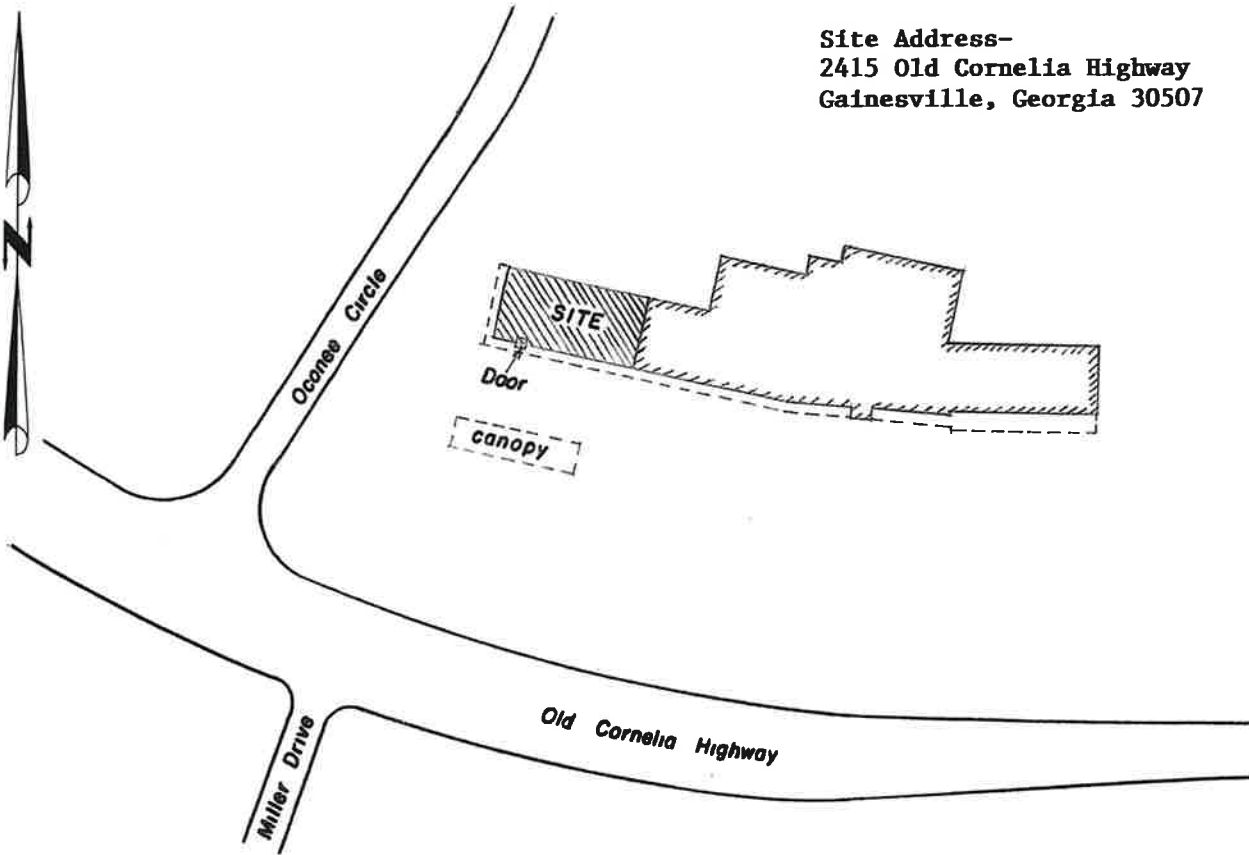
SEAL





MAGNETIC NORTH

Site Address-  
2415 Old Cornelia Highway  
Gainesville, Georgia 30507



The following distances were measured in a straight line, per Hall County code:

CHURCH- 1720' to Eastview Baptist Church, @ 2174 Old Cornelia Highway.

SCHOOL- 1030' to White Sulphur Elementary School, @ 2480 Old Cornelia Highway.

Hall County Wine and Malt Beverage Package License Survey for:

2415 Chevron Inc.

The image shows a handwritten signature in blue ink that reads 'Josh L. Lewis III'. Below the signature is a circular professional seal for 'GEORGIA LAND SURVEYING CO.' with the name 'JOSH L. LEWIS III' around the perimeter.

DATE: 3/7/2024	SCALE: 1" = 100'	0 50 100 100 GRAPHIC SCALE IN FEET
DRAWN BY: GD	GMD 411	
HALL	COUNTY	GEORGIA
GEORGIA LAND SURVEYING CO. 155 CLIFTWOOD DRIVE, ATLANTA, GA 30328 PHONE (404)255-4671 FAX (404)255-6607 WWW.GEORGIALANDSURVEYING.COM		204875

**BEFORE THE GEORGIA LOTTERY CORPORATION  
STATE OF GEORGIA**

IN THE MATTER OF	:	CITATION NUMBER:
Arisha Chevron Inc.	:	
2415 Old Cornelia Highway	:	<u>2023COAM1813</u>
Gainesville, Georgia 30507	:	
(COAM Lic. 67911)	:	

Respondent

**EXECUTIVE ORDER**

A virtual hearing was scheduled to be held in the above referenced matter on October 26, 2023 before the undersigned Hearing Officer. The purpose of the hearing was to provide the Respondent an opportunity to contest the charges of violations of O.C.G.A. §16-12-35 and GLC RU 13.1.16 (1) based on cash payouts for play of Coin Operated Amusement Machines (COAMs) to undercover officers with the Hall County Sheriff's Office between September 1, 2023 and September 30, 2023.

Based on the no contest plea<sup>1</sup> submitted by the Respondent, I find the Respondent violated O.C.G.A. §16-12-35 and GLC RU 13.1.16 (1) when it redeemed COAM awards by paying cash to COAM players on two occasions between September 1, 2023 and September 30, 2023, and it is therefore


ORDERED that the Respondent be fined an administrative penalty in the amount of \$10,000; it is further

ORDERED that the Respondent's COAM license be REVOKED for a period of two years from the effective date of this Order; it is further

ORDERED that if the Respondent fails to pay the administrative penalty as ordered herein, any subsequent COAM application that may be submitted by the Respondent shall not be considered by GLC until such administrative penalty is paid.

This order shall become effective immediately with the administrative penalty due on the tenth calendar day following the date of service as shown on the certificate of service below.

SO ORDERED, this 30<sup>th</sup> day of November, 2023.

  
\_\_\_\_\_  
Tain Kell  
Administrative Hearing Officer

---

<sup>1</sup> See attached.



**CERTIFICATE OF SERVICE**

I, \_\_\_\_\_, an authorized agent of the Georgia Lottery Corporation, do certify that I have served \_\_\_\_\_ with a correct and true copy of the above Executive Order on this \_\_\_\_\_ day of \_\_\_\_\_ via certified mail.

\_\_\_\_\_  
Georgia Lottery Corporation Agent



**GEORGIA LOTTERY CORPORATION  
COIN OPERATED AMUSEMENT MACHINE DIVISION**

**ADMINISTRATIVE HEARING OFFICE  
PLEA OF NO CONTEST**

The undersigned Licensee enters a **PLEA OF NO CONTEST** to the charges set for hearing on 11/13/2023 (hearing date) at 9:00am (hearing time) in Atlanta, Georgia, and I certify that I have read and understand the Georgia Lottery Corporation's (GLC's) **COIN OPERATED AMUSEMENT MACHINES LICENSEE COMPLIANCE STANDARDS AND PROGRESSIVE DISCIPLINE POLICY**. I acknowledge that the privilege of maintaining my Georgia coin operated amusement machine (COAM) license is conditioned upon satisfactory compliance with all laws and rules governing COAMs in this state and that failure to comply with such laws will subject the license to the imposition of penalties in accordance with the **GLC'S PROGRESSIVE DISCIPLINE POLICY**. By submitting the plea, I consent to GLC proffering evidence to the Hearing Officer regarding the charges against me.

This 14th day of November, 2023.

\_\_\_\_\_  
SIGNATURE OF LICENSEE

Shahin Ismail

\_\_\_\_\_  
NAME OF LICENSEE (PRINT)

Arisha Chevron Inc

\_\_\_\_\_  
NAME OF BUSINESS (PRINT)

67911

\_\_\_\_\_  
COIN OPERATED AMUSEMENT MACHINES LICENSE NUMBER

2023COAM1813

\_\_\_\_\_  
CITATION NUMBER

\* \* \* \* \*

Please use the following space to provide the Hearing Officer with any statements that you want the Hearing Officer to review during the evaluation of this matter.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Continue explanation on a separate sheet of paper if necessary)



*Budweiser*

# BEEER CAVE

*Budweiser*

Here's to  
Living smooth  
**KEYSTONE**  
30 Pack Cans  
**\$20.99**

**ENTER  
THE CAVE  
HERE**

AQUAFINA

**30YARMOR**  
Sport Water  
ALKALINE pH  
ELECTROLYTES  
1-DAY HYDRATION

**TWISTED TEA**  
PARTY PACK  
**TWISTED TEA**  
HALF & HALF

**Corona**  
Family  
**18**  
**Moheba**  
**18**

**RESEALABLE**  
**QUICK**  
**TEA**











No Alcohol/  
Sales,  
sorry!





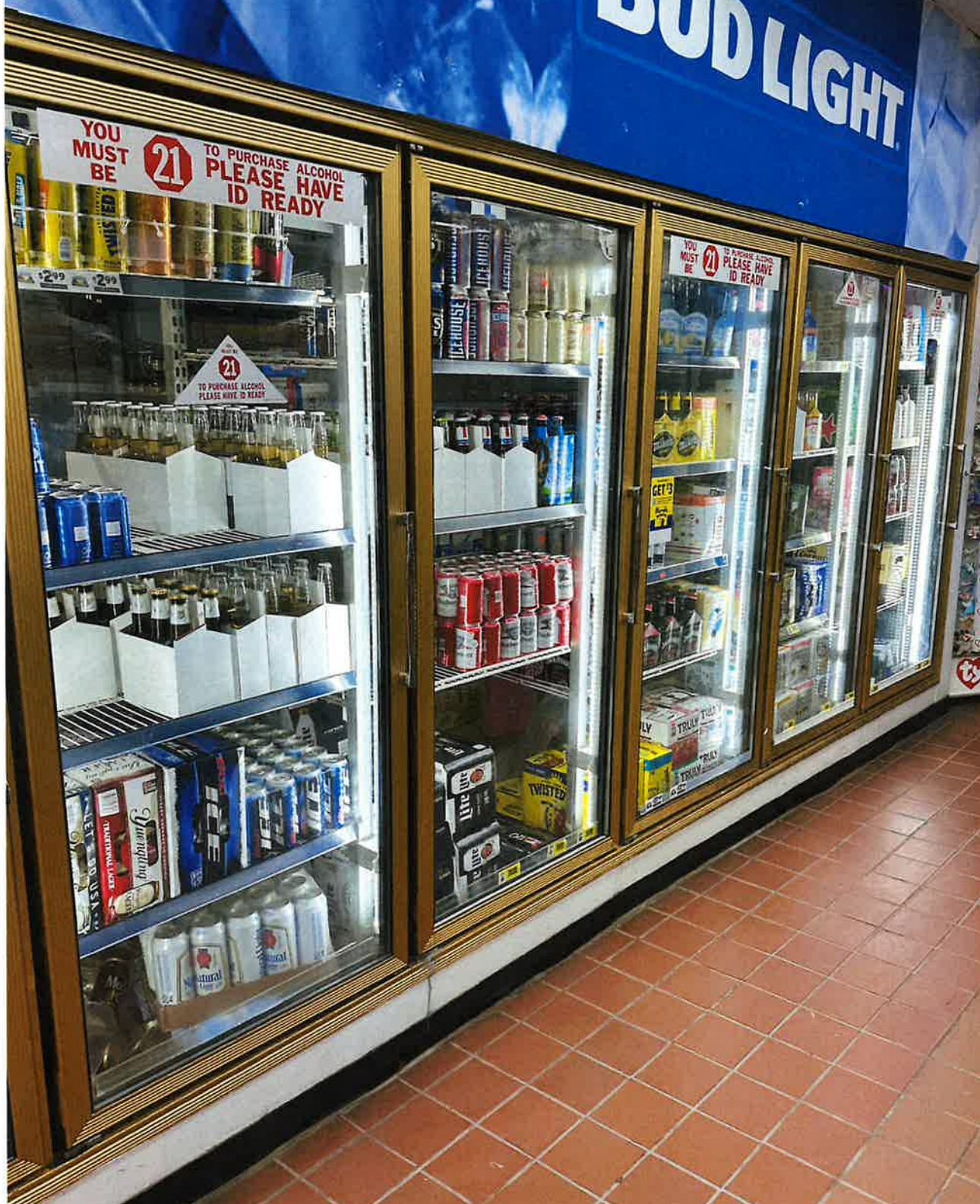


# BUD LIGHT

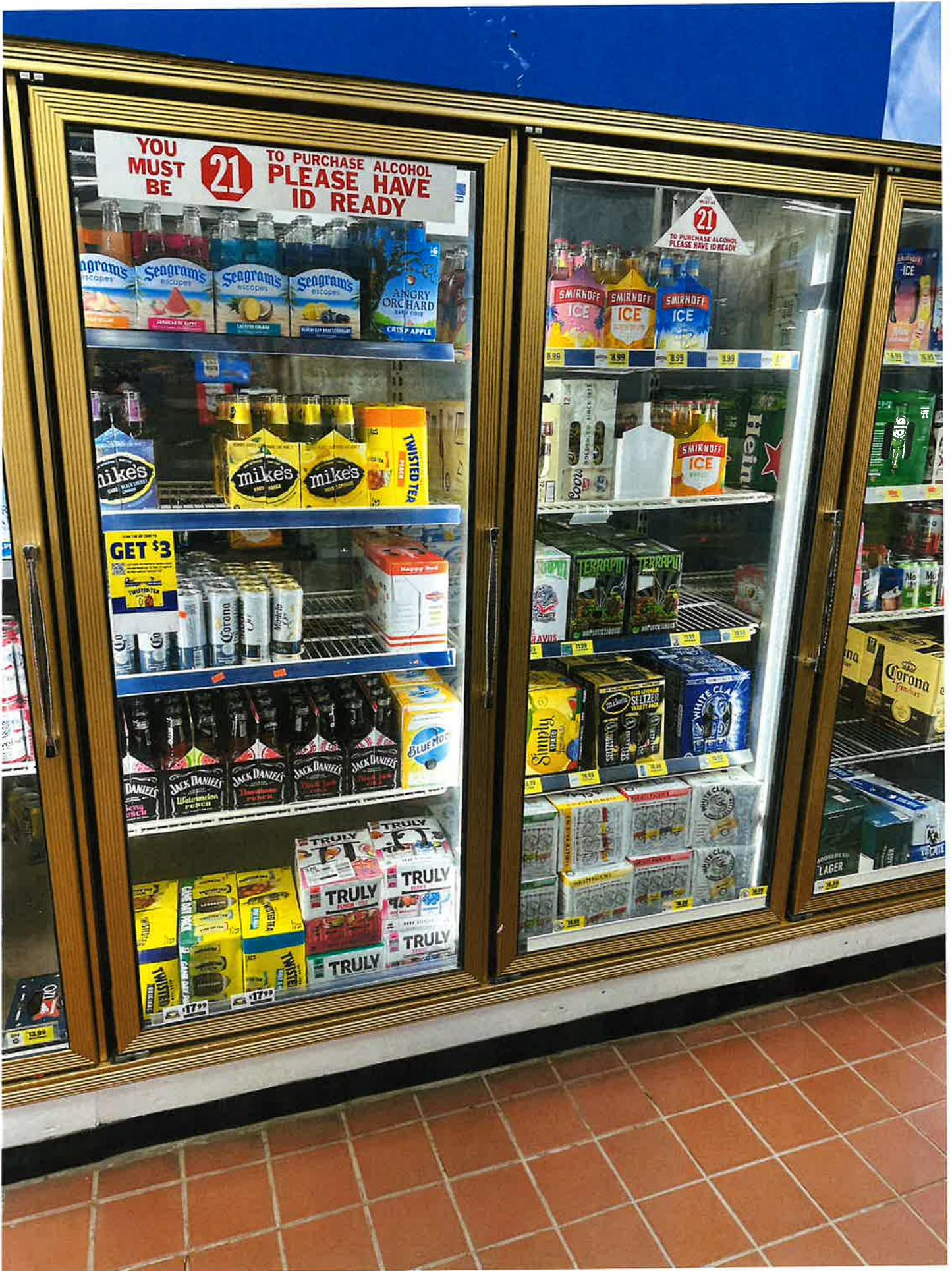
YOU MUST BE **21** TO PURCHASE ALCOHOL PLEASE HAVE ID READY

YOU MUST BE **21** TO PURCHASE ALCOHOL PLEASE HAVE ID READY

YOU MUST BE **21** TO PURCHASE ALCOHOL PLEASE HAVE ID READY







YOU MUST BE **21** TO PURCHASE ALCOHOL PLEASE HAVE ID READY

**21** TO PURCHASE ALCOHOL PLEASE HAVE ID READY

Seagram's escapes  
Seagram's escapes  
Seagram's escapes  
Seagram's escapes  
ANGRY ORCHARD  
CRISP APPLE

SMIRNOFF ICE  
SMIRNOFF ICE  
SMIRNOFF ICE

mike's  
mike's  
mike's  
TWISTED TEA

SMIRNOFF ICE  
Heineken

GET \$3

Corona  
Jack Daniel's  
Blue Moon

TERRAPIT  
TERRAPIT

JACK DANIEL'S  
JACK DANIEL'S  
JACK DANIEL'S  
JACK DANIEL'S  
BLUE MOON

Simply  
Seltzer  
WHITE CL

TRULY  
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TRULY  
TRULY

Simply  
Seltzer  
WHITE CL

Corona  
LAGER











WELCOME TO  
CHEVRON

*Budweiser*







*Budweiser*

**BEER CAVE**

**BODYARMOR**

**BODYARMOR**

**BODYARMOR**

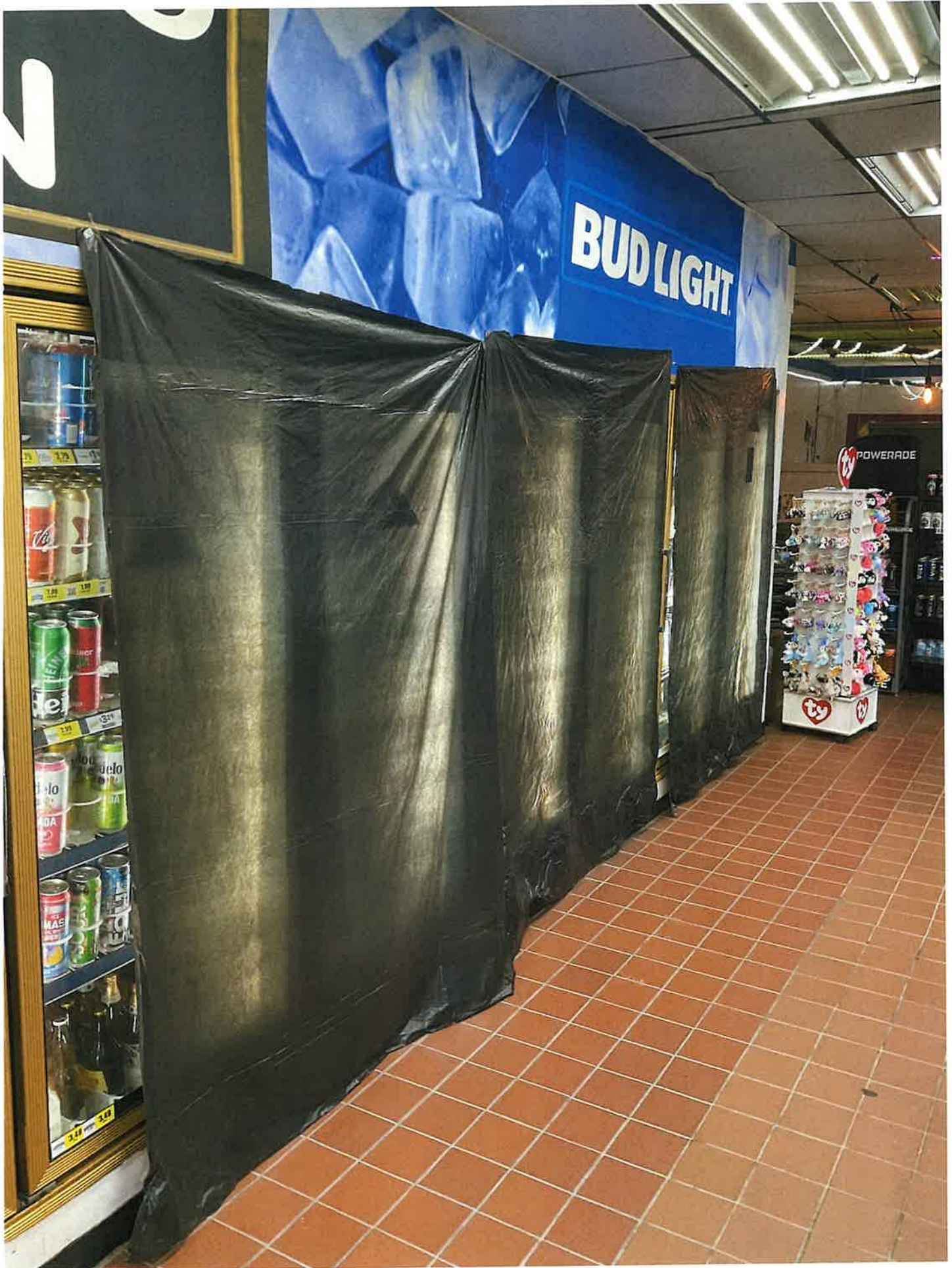
**BODYARMOR**

**BODYARMOR**

**HERE**

**DASANI**







FOR NOT BUYING TOBACCO OR SAVOR PRODUCTS FOR PEOPLE UNDER 21.

**We Card**

Please Have ID Ready

These Cards Are Welcome Here

A FEDERAL COURT HAS ORDERED R.J. REYNOLDS TOBACCO & PHILIP MORRIS USA TO STATE:

 Smoking is highly addictive. Nicotine is the addictive drug in tobacco.

**SPACE MARY 5MB000**

SOLD HERE!

WARNING: This product contains nicotine. Nicotine is an addictive chemical.

HITS RAZ

Bienvenidos Clientes de SNAP EBT

**NO ALCOHOL SALES**

**EBT CASH BENEFIT ACCEPTED HERE**

VISA  
MasterCard  
Discover  
American Express

**WARNING!**  
**ENG**  
ELECTRONIC SALES CO.  
770-532-3334

Please pay with the smallest bill possible. We keep a minimum amount of cash on hand.

Enjoy Coca-Cola  
**SM**  
YOU A  
WATCHE  
VIDEO S  
CAM

WARNING: This product contains nicotine. Nicotine is an addictive chemical.

**NICOTINE ON DEMAND**  
NICOTINE POUCHES  
ROQUEENICOTINE.COM

WARNING: This product contains nicotine. Nicotine is an addictive chemical.

**NJOY**  
DESIGNED FOR EXCELLENCE.

Gift Card available in  
Good for snacks, gas, and

on

WARNING: This product contains nicotine. Nicotine is an addictive chemical.

**ZYN**  
3-

with up to \$700,000





## AGENDA ITEM

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

---

**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 160/2024

**SUBJECT:** **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**

---

### Meetings:

**Work Session Date:** 04/08/24

**Voting Meeting Date:** 04/11/24

### Executive Summary:

**Presenter:** BG

**Recommendation:**

Approve Withdrawal.

### Purpose of Request:

**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**

### History:

### Facts and Issues:

### Options:

**Funding Requested** \$ 0.00

**Are funds within current budget?** No

**Source of Funds**

**Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** No

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

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

**Approvals:**

<b>Submit</b>	<b>Approve</b>	<b>Attorney</b>	<b>Administration</b>
AD	BG	WLI	CR
<b>Clerk</b>			
JR			

---

**Attachments:**

- Board Memo
- Application
- Narrative
- GCOD Responses
- Site Plan
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# Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

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PLANNING AND DEVELOPMENT  
DIRECTOR  
Randi Doveton

ASSISTANT DIRECTOR  
Beth Garmon

**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:** March 25, 2024

**Subject:** **2696 Cleveland Highway | Use Subject to County Commission Approval | on a 0.60± acre tract | Proposed Use: Used automobile sales and repair | Ramon Carrillo Jr, applicant**

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The request before you is the request of Ramon Carrillo Jr for a Use Subject to County Commission Approval to allow automobile sales and repair. This item is located within Commission District 3.

The applicant has requested to withdraw this application.

At their March 4, 2024 meeting, the Hall County Planning Commission voted to recommend withdrawal **(5-0)**.

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

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

**CONDITIONAL USE APPLICATION**

<b>Applicant (Name &amp; Mailing Address)</b>	<b>Property Owner (Name &amp; Mailing Address)</b>
Ramon Carrillo Jr 1180 Dahlonega Hwy Clermont, Ga 30527	Ramon Carrillo Jr 1180 Dahlonega Hwy Clermont, Ga 30527
Phone 770 503 4536	Phone 770 503 4536
Email Address ramoncarrillojr@gmail.com	Email Address ramoncarrillojr@gmail.com
Proposed Use Used car dealership	

<b>Contact Person (Name &amp; Mailing Address)</b>	<b>Status of Applicant</b>	<b>Requested Action</b>
Ramon Carrillo Jr 1180 Dahlonega Hwy Clermont, Ga 30527	<input checked="" type="checkbox"/> Owner	Permissive Use:
Phone 770 503 4536	<input type="checkbox"/> Option to Purchase	<input type="checkbox"/> HCPC <input type="checkbox"/> HCC
Email Address ramoncarrillojr@gmail.com	<input type="checkbox"/> Area Resident	Fee: \$ _____
Tax Parcel Number 10138000058	Zoning: _____	Receipt #: _____
Location Address 2696 Cleveland Hwy Gainesville, Ga 30506	Acreage 0.6	Check #: _____

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

Sign Ramon Carrillo Jr Date: 12/7/23

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 Ramon Carrillo Jr Date: 2/19/24

**Staff Use Only**

Application Date: \_\_\_\_\_ Taken by: \_\_\_\_\_

Tentative Planning Commission Date: \_\_\_\_\_ Tentative County Commission Date: \_\_\_\_\_

County Commission District: \_\_\_\_\_

### CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have\*\*  I have not

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

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

Name of Official(s): \_\_\_\_\_ Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_ Date of Contribution: \_\_\_\_\_

Applicant's/Owner's Signature: Ramon Carrillo Jr. Date: 12/7/23

Applicant's/Owner's Name (Printed): Ramon Carrillo Jr.

The property located at 2696 Cleveland highway is currently zoned S-S in the gateway district of Hall County. Previously the business was operated as a tanning salon. We are proposing a conditional use application to allow us to move our family owned and operated used car dealership to this location. We sell reliable vehicles to people who may not get approved at a traditional car dealership using a primarily buy here pay here business model with an option for outside financing if desired. The cars we sell are primarily rebuilt so we are able to sell newer models at lower prices. We have helped many families get newer and safer vehicles in the Gainesville area and are excited to offer our services to the North Hall area next. While we know business is important, family is our priority, so we plan to have business hours Monday through Saturday from 9 am to 6 pm with flexibility to account for family functions. We have seen the benefits the neighboring car dealership has provided to the area. With reliable cars at fair prices more people can purchase a vehicle which in turn benefits the county in many ways; people can get to work, school, church and home more easily. Traffic flow can be improved as well as other business sales like gas stations, car washes, auto shops etc.

Our plans for the lot itself include adding more paved area; this area has approximately 36 parking spaces. Of those, roughly 20 will be filled with inventory of the 16 remaining spots 5 will be for employees, 6 will be for customers and 5 will be for cars undergoing any repairs. We also plan to add a shop with four bays to the back of the current structure, this will allow us to complete any repairs our inventory may require, ensuring they meet our safety and reliability standards. However, we will not be providing any outside repairs. We would like to replace the current sign with a sign of the same dimensions in the same location. The current outdoor lighting, which includes a streetlight, flood lights as well as small ground spotlights on the sign, will serve our proposed business well. The property utilizes city water. Waste disposal will be handled by a weekly pickup by Waste Management, a company many other businesses in the area utilize.

As for barriers to protect the privacy of the surrounding areas, there is currently a nice natural barrier of trees and other plant life between the property and the only residential neighbors located in the rear. To better enhance privacy, we plan to add a wooden fence to decrease visibility between the properties. Within this privacy barrier is where we will keep any inoperable cars. As residents of North Hall County ourselves we take pride in the area and aim to keep our business front as professional and clean as possible.

Overall, we feel that not only can our business thrive at this location, but it is also a great opportunity to help the residents of northern Hall County thrive as well.



PART I - OFFICIAL CODE  
Title 17 - ZONING REGULATIONS  
CHAPTER 17.420. GATEWAY CORRIDORS OVERLAY DISTRICT (GCOD)

**CHAPTER 17.420. GATEWAY CORRIDORS OVERLAY DISTRICT (GCOD)**

**Responses in BLUE**

**Property Address: 2696 Cleveland Hwy, Gainesville, GA 30506**

**Architectural Site Plan:**



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### **17.420.010. Purpose.**

The purpose of the GCOD is:

- A. To promote the general health, safety and welfare of the community.
- B. To improve the efficient operation of traffic around the county.
- C. To promote safe and efficient movement within the Overlay District for persons using all modes of travel - motorized vehicles, bicycles and walking.
- D. To create a sense of place that is aesthetically appealing and environmentally responsible.
- E. To encourage innovative development projects that set standards for landscaping, community design and aesthetics.
- F. To establish consistent and harmonious design standards for public improvements and private property development within the Overlay District so as to unify the distinctive visual quality of the Gateway Corridors.

(Res. of 3-22-07, § 1; Res. of 8-9-07, § 1)

### **17.420.020. Design guidelines.**

The GCOD Design Guidelines are hereby adopted and made part of this chapter and shall apply to property in the GCOD. Within the GCOD, building design and construction that is not in substantial conformity with the GCOD Design Guidelines is prohibited. In cases of a conflict between the design guidelines and the text of this chapter, the text of this chapter shall govern.

(Res. of 3-22-07, § 1; Res. of 8-9-07, § 1)

### **17.420.030. Boundaries.**

- A. The provisions of this chapter apply to land parcels of record within the unincorporated portion of Hall County having frontage on the following road segments as of the date this ordinance is adopted. Hereafter, these road segments shall be referred to as the "Gateway Corridors."
  - 1. S.R. 211 from S.R. 53 (Winder Highway), south to Thompson Mill Road.
  - 2. U.S. 129 (Athens Highway) from the Gainesville City limits, south to Gillsville Highway.
  - 3. S.R. 53 (Winder Highway) from S.R. 13 (Falcon Parkway), east to the Jackson County line.
  - 4. S.R. 13 (Atlanta Highway and Falcon Parkway) from the Flowery Branch City limits, north to S.R. 53 (Winder Highway).
  - 5. McEver Road from the Buford City limits, north to the northernmost intersection with Radford Road.
  - 6. Spout Springs Road from the Flowery Branch City limits, south to Friendship Road.
  - 7. Friendship Road from Bogan Road, east to Thompson Mill Road.
  - 8. Realigned Thompson Mill Road from Spout Springs Road east to S.R. 211 (Old Winder Highway), pursuant to final alignment approved by GDOT.
  - 9. All state roadways within the jurisdiction of Hall County.
- B. This chapter shall also apply to any land parcel of record within the unincorporated portion of Hall County when a portion of said parcel falls within 300 feet of the centerline of the Gateway Corridors as of the date

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this ordinance is adopted. Any parcel subject to the ordinance on the date of adoption shall continue to be subject to the provisions of this chapter, even if the parcel is subdivided in the future.

- C. Upon written application, the director may grant exemptions from the requirements of this chapter for parcels or portions of a parcel that would otherwise be included in the GCOD, based on one or more of the following findings:
1. Portions of the subject property to be exempted lie more than 300 feet from the centerline of a Gateway Corridor.
  2. The property to be exempted does not have access to a Gateway Corridor and will not require access to Gateway Corridor when developed.
  3. Due to site topography development of the property to be exempted will not be visible from a Gateway Corridor.
  4. Due to the location, size and shape of the property, development of the parcel under its current zoning and in conformity with the requirements of the GCOD would present a severe and unique hardship.

If the director does not render a written decision regarding such exemption within 15 working days of receipt of the application required in this paragraph, then the exemption shall be deemed to be approved.

(Res. of 3-22-07, § 1; Res. of 8-9-07, § 1; Ord. of 8-24-17 )

#### **17.420.040. Effect of GCOD provisions.**

- A. *Application.* This Overlay District is supplemental to the underlying zoning district classifications established in the Hall County Zoning Regulations governing all properties and approvals within this Overlay District. The provisions of this chapter shall be overlaid upon and shall be imposed in addition to said underlying zoning regulations and other Hall County ordinances.
- B. *Relationship to standards of the underlying zoning district and subdivision regulations.* In any case where the standards and requirements of the GCOD conflict with those of the underlying zoning district or subdivision regulations, the standards and requirements of the GCOD shall govern.
- C. *Exceptions.* The provisions of this chapter shall not apply to the following:
1. Completion of work subject to preliminary plats, site development plans, construction plans, building permits, or interior finish permits approved prior to the effective date of this chapter.
  2. Reconstruction, rehabilitation, restoration, repair or addition of an existing non-residential structure, interior renovations or interior finishes within an existing structure, or addition to an existing non-residential structure that was permitted prior to the enactment of this chapter shall not be subject to the provisions of the GCOD, provided that such construction is on a lot of record and does not result in addition or change to more than 75 percent of the floor area of the existing permitted structure.
  3. Rezoning and planned developments that were approved by the board of commissioners prior to the date of this ordinance with the exception of those approvals with specific reference to the GCOD.
- D. The following requirements apply to reconstruction, replacement or addition to a legally permitted and existing nonresidential structure when such change consists of more than 75 percent of the floor area of the existing structure:
1. The portion of the project that is reconstructed, replaced or added shall meet the Architectural Standards of 17.420.050.H.

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2. If the reconstruction, replacement or addition includes the addition of 50 parking spaces or more, the newly constructed parking spaces shall meet the parking lot design requirements of section 17.420.050.E.
  3. If the reconstruction, replacement or addition decreases the distance between the subject building and abutting property that is zoned or used for single-family residential purposes, the property line where the distance abutting residential property has been decreased shall provide a transitional buffer as required in section 17.420.050.C.
  4. If the reconstruction, replacement or addition includes the reconstruction or addition of loading and service areas adjacent to property that is zoned or used for single-family residential purposes, such loading and service areas shall be screened as required by section 14.420.050.D.3.
  5. Any new signs shall meet the requirements of section 17.420.070.

E. *Building plan application.*

1. All building plans submitted pursuant to an application for a building permit should clearly indicate compliance with all of the proposed landscaping, architectural design, building materials, access management, and signage requirements of this chapter.
2. The plans should clearly show the location and calculate the amount/percentages of all building materials per building face as indicated in section 17.420.050.H.2.
3. Groups of buildings on the same parcel of land may be reviewed and permitted as a single project rather than individual buildings.

(Res. of 3-22-07, § 1; Res. of 8-9-07, § 1)

### **17.420.050. Non-residential property development standards.**

A. *Prohibited uses.*

1. Adult establishments.
2. Junk yards.
3. Billboard signs.

B. **Conditional uses.** The following uses are allowed in the GCOD only if such use is permitted in the underlying zoning district and the board of commissioners grants a conditional use for such use pursuant to the procedures of the Hall County Zoning Ordinance:

1. Self-storage warehouse.
2. **Vehicle sales lots, new or used.**
3. Automobile repair and maintenance.
4. Commercial outdoor recreation.
5. Car wash.
6. Outdoor storage (as per the requirements of section 17.420.050.D.4.d).

C. **Transitional buffers.**

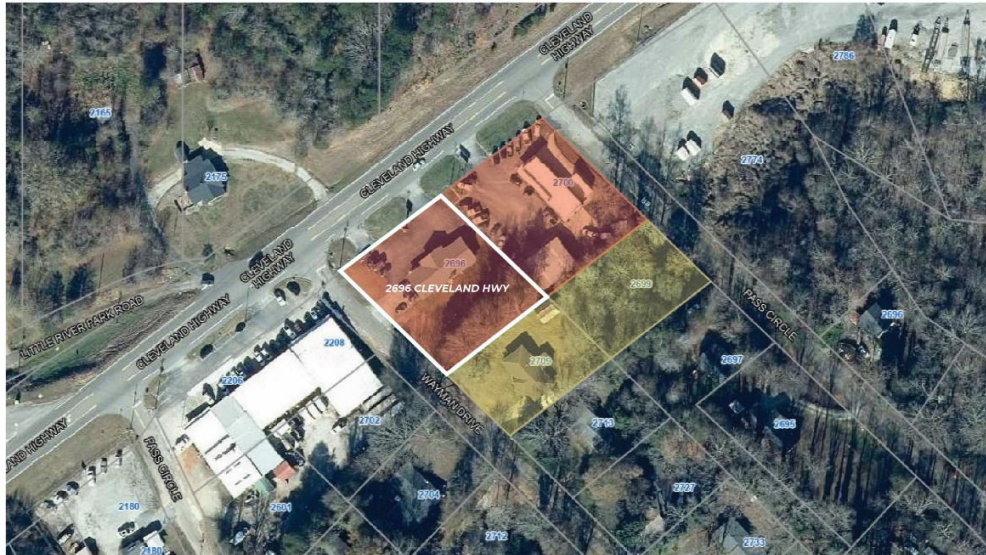
1. **Applicability.**

- a. **Transitional buffers required in this section shall provide an effective visual screen between dissimilar uses or activities.**

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- b. A transitional buffer shall be required along and inside the property line of a non-residential property abutting a residentially zoned property.
  - c. Transitional buffers are required along and inside the property line at the perimeter of a planned development district that abuts single-family residential zoning or uses, in accordance with the requirements of this subsection, but no transitional buffers are required between dissimilar uses within the planned development district.
2. ***Width of transitional buffer.***
- a. Where a commercial zoning district abuts property zoned for single-family residential or agricultural use, the minimum width shall be 25 feet.
  - b. Where a commercial zoning district abuts property zoned for multi-family residential use the minimum width shall be 25 feet.
  - c. Where an industrial zoning district abuts property zoned for residential or agricultural use, the minimum width shall be 50 feet.
  - d. Where an industrial zoning district abuts property zoned for multi-family residential or agricultural use, the minimum width shall be 25 feet.
  - e. Public and institutional uses shall comply with the standards in this section that apply to commercial zoning districts.
3. ***Materials for transitional buffer.*** Transitional buffers that are 25 feet in width or greater shall meet at least two of the three following criteria: be planted with a staggered double row of evergreen trees at least six feet in height, a single row of deciduous shade trees at least two inches caliper dbh, (minimum 30 feet height at maturity) and two staggered rows of evergreen shrubs at least three feet in height, planted a maximum of four feet on center, or other arrangement approved by the director that provides a dense visual screen.
4. ***Adjustments to buffer width.***
- a. If a six-foot high solid wood fence or masonry wall is incorporated into the design of a transitional buffer, the width of the buffer may be reduced by ten feet. The fence or wall shall be located on the inside of the vegetation required in paragraph 3., above, with finished side facing the abutting property.
  - b. Walls or fences required to screen loading and service areas, outdoor storage, and accessory equipment required in section 17.420.D.3. and 4. shall not be used to reduce the width of a transitional buffer required in section 17.420.050.C.2.
5. ***Maintenance of buffer.***
- a. A transitional buffer required in this section shall be maintained in a healthy condition so as to provide an effective visual screen from the ground to a height of eight feet at maturity. Should vegetation die or be removed such that the buffer no longer functions as required in this section, that vegetation shall be replaced by the property owner.
  - b. A fence that is provided pursuant to paragraph 4., above, shall be maintained by the property owner so that it is structurally stable and provides a solid visual screen.  
  
**15' Transitional buffer applied through natural plantations, also a 6' high solid wood fence incorporated into the design and located on the inside of buffer to reduce width of buffer by ten feet, pursuant to paragraph 4. See attached site diagram. Proper maintenance will be applied by the property owner.**



Adjacent Properties Use Analysis:



- COMMERCIAL USE
- RESIDENTIAL USE
- TRANSITIONAL BUFFER





*Existing trees on the South Side of the property, creating a buffer between the two properties. – Photo Taken on 11/18/2023*



*Existing trees on the South Side of the property, creating a buffer between the two properties. – Photo Taken on 11/18/2023*

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D. *Other landscape and screening standards.*

1. **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. Foundation plantings may be clustered to provide visual interest.

[Shrubs will be planted around the building perimeter wall. See architectural site plan.](#)

2. **Street frontage.**

- a. Along each street frontage there shall be a ten-foot wide landscape strip, continuous along the frontage except for perpendicular crossings for driveways and utilities. The landscape strip shall be planted with shade trees (six feet tall, two inches caliper, dbh, at time of planting, and not less than 35 feet tall at maturity) planted not less than 40 feet on center, and shrubbery forming an intermittent hedge not less than three feet in height designed to provide an adequate screen.

[Street frontage landscape buffer of 35 feet will be provided between the edge of the road and the asphalt driveway. However, we will need to avoid planting shade trees along the street.](#)

[The display of cars is essential to the operation of the dealership. The cars that are parked on the side of the road will be in great aesthetic conditions and will only add to the visual quality of the neighborhood.](#)



*Existing 35' street frontage landscape buffer – Photo Taken on 11/18/2023*

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b. The planning director shall have authority to approve alternative methods for landscaping and screening parking lots that include at least the same amount of landscape material or screening effect when viewed from the street.

3. *Loading and service areas.* In addition to general perimeter landscaping and required buffers, if a loading or service area is located within 50 feet of a side or rear lot line abutting property that is residentially zoned or used for residential purposes, or public or institutional use, then the loading or service areas shall be surrounded by either a six feet high masonry screening wall, or a six feet high solid wooden fence, placed on the inside of the landscaped buffer required in section 17.420.050.C.

**No loading areas required or dedicated for the proposed use.**

4. ***Screening of storage and accessory equipment.***

a. ***Waste receptacles.*** Waste receptacles, including dumpsters, garbage cans, or grease containers shall be located in the rear or side yard and placed at least 20 feet from any street, public sidewalk, or property line that abuts residential zoning or residential use. Such waste receptacles shall be screened from view from all property lines and public areas of the site by a minimum six feet high wall constructed of masonry or solid wood with an opaque gate.

b. *Rooftop mechanical equipment.* Rooftop mechanical equipment, including HVAC and utility equipment shall be screened from adjacent streets, sidewalks, residential, public and institutional uses. Screening shall consist of parapet walls or an opaque enclosure around the equipment that is constructed of one of the materials used on the primary facade of the principal structure.

**The waste receptacles location will be compliant to the “17.420.050.D.4. – Screening of storage and accessory equipment.”.**

c. **Ground or wall-mounted mechanical equipment.** Ground-mounted or wall-mounted equipment such as HVAC equipment, transformers, and gangs of multiple utility meters shall be screened from adjacent streets, sidewalks, residential, public and institutional uses. Screening shall consist of a solid masonry wall or wooden fence or other opaque enclosure around the equipment that is constructed of one of the permanent and durable materials used on the primary facade of the building. The height of the fence or wall shall be sufficient to effectively screen the equipment from view.

**The proposed location of HVAC equipment is not visible from the street or the front entrance.**

d. *Outdoor storage.* Outdoor storage or sales displays shall be prohibited from front yards except when permitted in the underlying zoning district and further authorized by a conditional use permit pursuant to the procedures of the Hall County Zoning Ordinance. Outdoor storage or sales displays shall be screened from view from public streets and adjacent property by a permanent opaque enclosure consisting of a minimum eight-foot high solid fence or wall, except as follows:

e. Temporary sale of seasonal goods may be permitted on properties other than residentially zoned property, if such temporary sales are authorized by the director for a period not to exceed 60 days, with up to a 30-day extension, to be approved no more than two times in a given calendar year. Such temporary sales shall be limited to sites that:

a. Provide adequate off-street parking on approved surfaces;

b. Provide safe and adequate vehicular access; and



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- c. Are not adjacent to residentially zoned property.
- Outdoor display and sale of goods shall be prohibited in existing designated parking areas.
- No storage dedicated for the proposed use.**
5. **Visual blending of slopes. Cuts and fills shall be terraced to blend into the natural terrain. Cut or fill slopes more than ten feet in height shall be landscaped with evergreen shrubbery planted at the rate of ten shrubs per 100 lineal feet.**
- No cut or fill slopes more than ten feet dedicated for the proposed use.**
- E. **Parking lot design.**
1. **Parking requirements. Off-street parking shall be required as in Chapter 17.250 of the Hall County Zoning Regulations, except as provided in this subsection:**
- a. **Shared parking.** The director may approve a reduction of up to 25 percent in the number of parking spaces required for a specific use where inter-parcel access is provided and a shared parking analysis approved by the director demonstrates that adequate parking will be provided with the approved reduction.
- b. **Maximum number of parking spaces.** The maximum number of parking spaces that may be constructed on impervious surfaces shall be no more than 125 percent of the minimum number of required parking spaces required in Chapter 17.250 of the Hall County Zoning Regulations.
- Minimum and maximum parking requirements met.**
2. **Pedestrian circulation.** Parking areas shall be designed to facilitate safe and convenient use by pedestrians. Commercial and multi-family developments shall provide designated pedestrian pathways or sidewalks connecting parking aisles to the front entrance of the principal building.
3. **Paving materials for parking lots. All parking areas shall be paved with asphalt, concrete (or pervious materials approved by the director.)**
- Driveway and parking spaces paved with asphalt.**
4. **Parking lot landscaping.**
- a. Each parking area of over 50 spaces shall include landscaped islands within the parking area equivalent to not less than five to ten percent with planning director discretion of the total paved area of the parking lot, not including pervious paving surfaces.
- b. Landscaping in parking lots shall contain at least one shade tree (minimum of six feet tall and two inches caliper dbh at time of planting and 35 feet tall at maturity) for each 200 square feet of landscaping. Shade trees shall be planted in a bed of ground cover, sod and/or low shrubbery.
- Landscaped island and shade tree indicated in architectural site plan.**
5. **Perimeter landscaping.**
- a. Where parking lots abut adjacent residentially zoned or residentially used property, a transitional buffer is required as provided in section 17.420.050.C.2.

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- b. Where parking lots abut public streets, a landscape strip is required, as provided in section 17.420.050.D.2.

**Transitional buffer and street frontage landscape strip indicated in architectural site plan.**

- c. **Appropriate shade tree species for landscaping parking lots include the following:**

- i. **Nuttall Oak.**
- ii. **Shumard Oak.**
- iii. **Willow Oak.**
- iv. **Gingko (Variety: President, Autumn Gold, male gender).**
- v. **Princeton Elm.**
- vi. **Chinese Elm (varieties Allee, Athena, Drake, Bosque).**
- vii. **Bald Cypress (variety: Shawnee Brave).**
- viii. **Zelkova (variety Green Vase or Village Green).**
- ix. **Northern Red Oak.**
- x. **Autumn Maple**
- xi. **Other indigenous species approved by the director.**

**All proposed trees will be chosen from species above to be planted.**

- F. *Outdoor lighting.*

1. *Streetlights.*

- a. Streetlights shall be provided on all public streets.
- b. The spacing of street lights shall be staggered, 300 feet on-center, along both sides of the roadway.
- c. All street lighting shall be subject to review and approval of the Hall County Public Works Department.
- d. All outdoor lighting, shall be the semi-cutoff type.

2. ***Parking lot, sidewalk, and building illumination.***

- a. **Lighting shall be designed to avoid intrusion on adjacent properties and away from adjacent thoroughfares. All lighting shall be semi-cutoff luminary fixtures mounted in such a manner that the cone of light is directed downward.**
- b. **Only incandescent, florescent, metal halide, low-pressure sodium, or color corrected, high-pressure sodium may be used. The same type of lighting must be used for the same or similar types of lighting on any one site.**
- c. **Parking light fixtures shall be the box head type, shall have a maximum height of 35 feet.**

**The property is dominantly used for day-time operations and outdoor lighting will be minimal.**

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**All lights to be installed in accordance with 17.420.050 lighting standards and no fixtures over 35' in height.**

3. *Security lighting.* Semi-cutoff luminaries shall be used for all security lighting.
  4. *Sign illumination.*
    - a. Internally illuminated signs, automatic changeable copy signs, and externally mounted neon signs are prohibited.
    - b. Signs may be illuminated with external lighting fixtures provided that fixtures are directed downward and away from streets and adjacent property and public streets. All lighting shall have recessed luminaries, or be semi-cutoff luminary fixtures.
  - G. *Interparcel access.*
    1. 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.
    2. Joint driveways and cross access easements shall be strongly encouraged for non- residential development that abuts other non-residential development, whether existing or planned. The building site shall incorporate the following:
      - a. Continuous cross-access drive located in a cross-access easement, where necessary to connect adjacent parcels along the thoroughfare.
      - b. A design speed of 15 mph and a two-way travel aisle with a minimum paved width of 22 feet (back of curb to back of curb). Paving, base and curb specifications shall meet Hall County's standards for public streets.
      - c. Driveway aprons, stub-outs and other design features to indicate that abutting properties may be connected to provide cross access via a service drive.
      - d. A five-foot wide sidewalk on one side of the cross-access drive.
      - e. New commercial developments that abut residential property are strongly encouraged to provide a five-foot wide sidewalk connecting the two uses.
- No inter-parcel access or joint driveways proposed.**
- H. *Architectural standards for non-residential buildings.* The following design guidelines and standards apply to all newly constructed buildings used for office, commercial, industrial, institutional, and public purposes.
  1. *General architectural requirements.*
    - a. *Street orientation.* Principal building entrances shall be oriented to public streets with the exception of internal buildings not directly fronting on the street.
    - b. *Building height.* Any non-residential building located within 250 feet of a residential or agricultural use street shall be limited to no more than three stories in height.
    - c. Non-residential buildings shall have at least 1,000 square feet of heated floor space.
  2. *Building materials.*
    - a. 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.



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- b. Buildings that are located on outparcels and all accessory buildings shall be constructed of materials complementing the principal building with which they are associated.
  - c. Building materials used for all four sides of new or reconstructed buildings are restricted to the following:
    - i. Brick.
    - ii. Stone. Natural stone such as, but not limited to, granite, limestone, and marble are allowed building materials. Terra cotta and/or cast stone, which simulate natural stone, are also acceptable. Painted stone is prohibited.
    - iii. Split-face block/concrete masonry unit (CMU) is restricted to 50 percent of the surface area of each side of a principal building.
    - iv. Stucco is restricted to 50 percent of the surface area of each side of a building.
    - v. Glass and glass block.
    - vi. Exposed concrete block, painted concrete block, metal, tilt/up and pre-cast concrete are prohibited materials for any exterior wall.
  - d. Restrictions on the use of metal building materials shall not apply to entry doors and/or roll-up doors.
  - e. Calculation of ratios of building materials.

The amount of permitted material shall be calculated using the gross square footage of wall area for each elevation (side) of the building. See example below.

For example, a building has a side elevation with a gross wall surface area of 1,200 square feet with 400 square feet consisting of windows and doors. Begin with 1,200 square feet for required building material calculations. A wall area of 1,200 square feet shall have no more than 600 square feet of stucco on the front façade [e.g. (1,200 X 50% = 600)]. The balance shall be brick or other allowed material.

- 3. *Roof materials.* Materials for pitched roofs shall be limited to architectural grade composition shingles, natural slate, natural terra cotta, natural wood shake, or factory finished metal with standing seams.

(Res. of 3-22-07, § 1; Res. of 8-9-07, § 1; Res. of 5-26-22(1) , § 2)

**The construction materials will be compliant to the “17.420.050.H.2. – Building Materials”.**

### **17.420.060. Signs.**

The following signs shall be permitted for office, institutional, commercial, industrial and non-residential use, in addition to other signs permitted for these uses in Chapter 17.270 of the Zoning Regulations.

- 1. *Monument signs.*
  - a. **One ground mounted, monument sign shall be permitted on each lot, except that in the case of a corner lot, the provisions of this section shall apply separately to each street frontage.**

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However, no sign on a corner lot shall be closer than 50 feet from the lot corner, defined by the lot lines extended.

- i. **The sign structure shall be constructed of the same materials that are used in the facade of the principal building.**
- ii. Dimensional standards for monument signs are set forth in the table below:

**Maximum Monument Sign Dimensions for Non-Residential Uses**

Gross floor area of buildings	Maximum sign area	Maximum sign height
0—10,000 sq. ft.	32 sq. ft. (each side)	8 ft. above street grade
10,001—50,000 sq. ft.	48 sq. ft. (each side)	8 ft. above street grade
50,001—100,000 sq. ft.	64 sq. ft. (each side)	10 ft. above street grade
Over 100,000 sq. ft.	96 sq. ft. (each side)	12 ft. above street grade

**The existing sign will be adapted and reused.**

- 2. **Pole signs. Pole signs are prohibited.**

**The existing sign will be adapted and reused.**

- 3. **Wall signs and marquee signs. One wall sign or marquee sign shall be permitted for each building or for each tenant in a multi-tenant building. The maximum sign area shall be 64 square feet per building, or one square foot per linear foot of storefront, whichever is greater. Wall signs and marquee signs are only permitted on the side of a building that includes the primary public entrance. A tenant that has less than 16 lineal feet of storefront shall be a permitted a wall sign or marquee sign with a maximum area of 16 square feet.**

- 4. *Master plan for signs in multi-tenant developments.* For all multi-tenant buildings or developments, a coordinated program of wall signs shall be developed and approved by the county at the time of site plan approval. The signage master plan shall specific the sign type, design, height, colors, illumination, and other specifications to give a coordinated appearance to the building or development. The county's review and approval of the signage master plan shall be based on the compatibility of the proposed signage with the siting and architecture of the subject building or development and the compatibility of the signage with surrounding land uses. (Res. of 3-22-07, § 1; Res. of 8-9-07, § 1)

### **17.420.070. Appeals and modifications.**

#### **A. Procedures for appeals.**

- 1. It is the intent of the board of commissioners that all development shall conform to the standards and procedures set forth in this chapter. In the event that the intent of this chapter can be achieved with minor deviations that do not substantially impair the purpose or intent of this chapter, the Hall County Planning Director has the authority to modify the specific provisions to allow for such minor deviations.

- 
2. If substantial modifications or changes are necessary, any person, firm, group or organization may apply for relief from the requirements set forth in this chapter to the Hall County Planning Commission, unless otherwise specified in this chapter.
  3. Appeals from requirements set forth in this chapter can be heard by the planning commission as provided in Chapter 17.360 of the Hall County Zoning Regulations.

(Res. of 3-22-07, § 1; Res. of 8-9-07, § 1)

### **17.420.080. Definitions.**

[The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

*Cross-access drive:* A drive created for the purpose of providing vehicular or pedestrian access between properties.

*Cross-access easement:* A private covenant or easement between owners of abutting properties that allows driveways for public access by vehicles and pedestrians connecting two or more properties having different owners.

*Diameter at breast height (DBH):* A standard measure of the diameter of a tree trunk measured in inches at a height of four and one-half feet above the ground. If a tree splits into multiple trunks below four and one-half feet, then the trunk is measured at its most narrow point beneath the split. Externally mounted neon signs.

*Drive-through window:* An opening in the outside wall of a commercial building or structure intended to be used to provide for sales and/or service to patrons who remain in their vehicles.

*Facade:* The exterior side of a building that faces, and is most nearly parallel to, a public street. The facade includes the entire area of a building, extending from the roof or parapet to the ground, and from one corner of the building to another. Buildings generally have one facade for each street frontage.

*Joint access driveway:* A driveway that provides direct vehicular access to two or more abutting properties from a public street.

*Modulation:* The rhythmic variation in the massing and architectural treatments of a building that divides its roofline and facade into small harmonious components that create visual interest, as distinct from the appearance of a large building with a featureless facade built on a single plane with a single roof line. Modulations of a facade should break the vertical plane with variations that are at least two feet in depth, measured from the forward plane of the facade.

*Sign area:* That portion of the surface of a sign structure where words, letters, figures, symbols, logos, fixtures, colors, or other design elements are or may be located in order to convey the message, idea, or intent for which the sign has been erected or placed. The sign face may be composed of two or more modules on the same surface that are separated or surrounded by open space or by portions of a sign structure not intended to contain any advertising message or idea and are purely structural or decorative in nature.

*Sign, automatic changeable copy:* A sign on which the copy changes automatically on a lamp bank or through mechanical means, e.g., electrical or electronic time and temperature units. Copy shall mean words and numbers.

*Sign, internally illuminated:* Any sign that is illuminated by an artificial light source from within the sign structure over any or all of its sign face.

*Sign, pole:* A sign that is mounted on a freestanding pole, columns, or similar support such that the bottom of the sign face or lowest sign module is not in contact with the ground.

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*Storefront:* That elevation of a commercial building having a single tenant (or that portion of the elevation of a multi-tenant building that is occupied by a single establishment) and that contains the principal public entry to the establishment.

*Transitional buffer:* An area of natural vegetation or manmade construction, which is intended to provide a visual and dimensional separation between dissimilar land uses.

*Vehicle sales lot:* An open premises arranged, designed, or used for outdoor storage and display for sale or lease of automobiles, vans, trucks, motorcycles, lawnmowers, sports utility vehicles, recreational vehicles, all terrain vehicles, trailers, boats, manufactured homes, mobile homes, outdoor storage structures, tractors, fork lifts, construction equipment, or other similar vehicles or structures, but not including plant nurseries, building materials or lawn and garden supplies.

(Res. of 3-22-07, § 1; Res. of 8-9-07, § 1)

**SITE PLAN INFORMATION**

**ZONING CLASSIFICATION :**  
SUBURBAN SHOPPING DISTRICT (S-S)

**LOT AREA:**  
NET LOT AREA (N.L.A.): 0.6 ACRE = **25,949 Sq. Ft.**

**REQUIRED BUILDING SETBACKS:**

FRONT YARD & EXTERIOR SIDE YARD : **55 Ft.** FROM CENTER LINE OF ROAD OR **30 Ft.** FROM PROPERTY LINE, WHICHEVER IS GREATER

SIDE YARD - INTERIOR: **20 Ft.**

REAR YARD: **10 Ft.**

**NOTE**  
CORNER LOT SETBACKS; A CORNER LOT WHICH ABUTS ON TWO INTERSECTING STREETS, THE MINIMUM SETBACK FOR SIDE YARD PURPOSES FOR EACH DISTRICT MEASURED FROM THE CENTER LINE OF THE SIDE STREET SHALL BE THE SAME AS THE FRONT YARD SETBACK IN SECTION 17.240.010.

**BUILDING COVERAGE:**

MAXIMUM BUILDING COVERAGE : N/A  
TOTAL BUILDING COVERAGE : **5,618 SF = 21.6%**  
EXISTING BUILDING COVERAGE : 2,418 SF  
PROPOSED BUILDING COVERAGE : 3,200 SF

**FLOOR AREA RATIO (F.A.R.):**

MAXIMUM F.A.R. : N/A  
TOTAL F.A.R. : **5,482 SF = 21.1%**  
EXISTING F.A.R. : 2,282 SF  
PROPOSED F.A.R. : 3,200 SF

**IMPERVIOUS SURFACE RATIO (I.S.R.):**

MAXIMUM I.S.R. : N/A  
TOTAL I.S.R. : **20,695 SF = 79.75%**  
TOTAL BUILDING COVERAGE : 5,618 SF  
EXISTING ASPHALT DRIVEWAY : 6,429 SF  
EXISTING CONCRETE DRIVEWAY : 1,830 SF  
PROPOSED ASPHALT DRIVEWAY : 6,818 SF

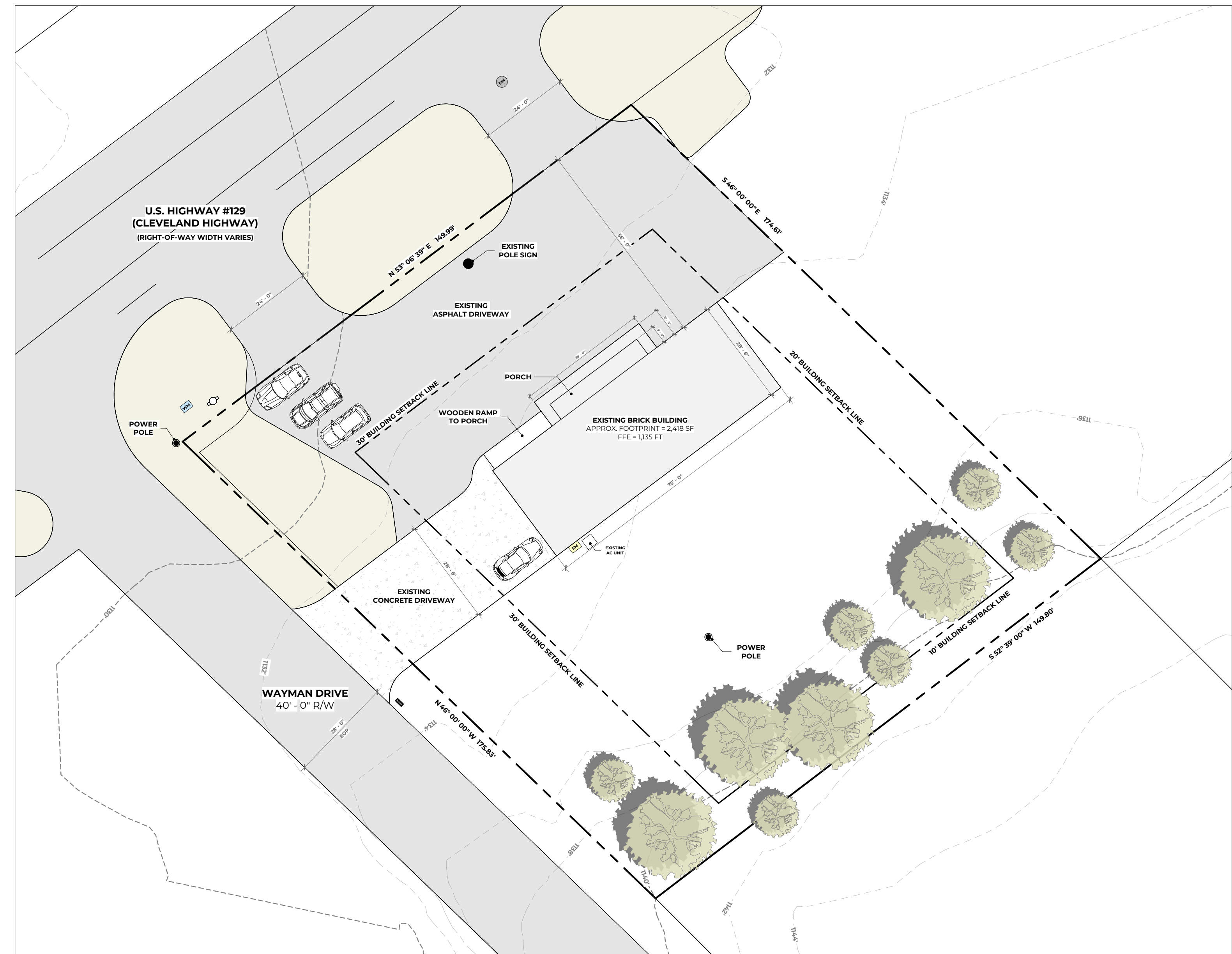
**OSR (OPEN SPACE REQUIREMENTS) :**

MINIMUM OSR: %20 OF LOT AREA = 5,190 Sq. Ft.  
PROPOSED OPEN SPACE = 5,254 Sq. Ft. = **%20.2**

**PARKING SPACE:**

MINIMUM PARKING SPACE = N/A  
PROPOSED PRKING SPACE = **40**

SITE PLAN LEGEND			
	PROPERTY LINE		MAIL BOX
	BUILDING SETBACK LINE		WATER METER
	LIMIT OF DISTURBANCE		ELECTRIC METER
	SILT FENCE		MANHOLE
	FACE OF WALL BELOW		POWER POLE
	CHAIN LINK FENCE		LIGHT POLE
	WOODEN FENCE		FIRE HYDRANT
	TREE PROTECTION FENCE		DOWNSPOUT + 4" PVC PIPE
	WATER MAIN		INFILTRATION TRENCH
	SANITARY SEWER		ASPHALT
	POWER LINE		CONCRETE
	PUBLIC UTILITY EASEMENT		GRAVEL
	CRITICAL ROOT ZONE		GRASS
	STRUCTURAL ROOT PLATE		IMPACTED PORTION OF CRZ



**EXISTING - SITE PLAN**  
SCALE : 1" = 20'-0"



**LA ESPERANZA DEALERSHIP**  
PROJECT  
2696 CLEVELAND HWY, GAINESVILLE, GA 30506  
ADDRESS  
RAMON CARILLO  
CLIENT  
**NOT RELEASED FOR CONSTRUCTION**  
DESIGN PHASE

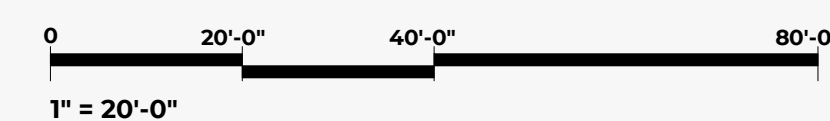
SCHEMATIC DESIGN | DECEMBER 4, 2023

REVISIONS	NOTES

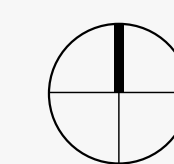
STAMP & SIGNATURE

**EXISTING SITE PLAN**

SHEET TITLE



SCALE



NORTH

**A0-00**  
SHEET NO.



**SITE PLAN INFORMATION**

**ZONING CLASSIFICATION :**  
SUBURBAN SHOPPING DISTRICT (S-S)

**LOT AREA:**  
NET LOT AREA (N.L.A.): 0.6 ACRE = **25,949 Sq. Ft.**

**REQUIRED BUILDING SETBACKS:**  
FRONT YARD & EXTERIOR SIDE YARD : **55 Ft.** FROM CENTER LINE OF ROAD OR **30 Ft.**, WHICHEVER IS GREATER  
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REAR YARD: **10 Ft.**

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MAXIMUM BUILDING COVERAGE : N/A  
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EXISTING BUILDING COVERAGE : 2,418 SF  
PROPOSED BUILDING COVERAGE : 3,200 SF

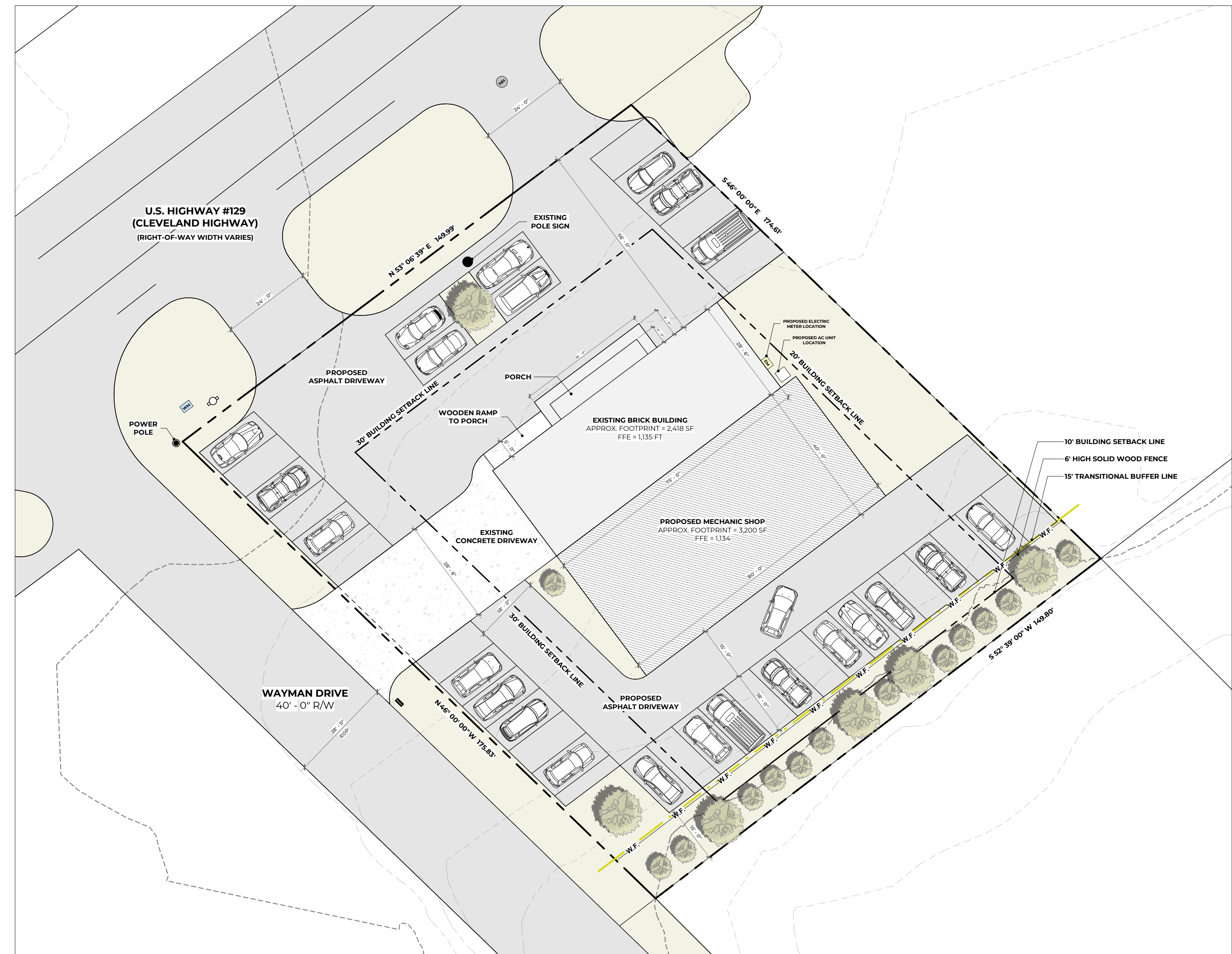
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MAXIMUM I.S.R. : N/A  
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PROPOSED OPEN SPACE = 5,254 Sq. Ft. = **%20.2**

**PARKING SPACE:**  
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PROPOSED PRKING SPACE = **40**

SITE PLAN LEGEND			
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	BUILDING SETBACK LINE		WATER METER
	LIMIT OF DISTURBANCE		ELECTRIC METER
	SILT FENCE		MANHOLE
	FACE OF WALL BELOW		POWER POLE
	CHAIN LINK FENCE		LIGHT POLE
	WOODEN FENCE		FIRE HYDRANT
	TREE PROTECTION FENCE		DOWNSPOUT + 4" PVC PIPE
	WATER MAIN		INFILTRATION TRENCH
	SANITARY SEWER		ASPHALT
	POWER LINE		CONCRETE
	PUBLIC UTILITY EASEMENT		GRAVEL
	CRITICAL ROOT ZONE		GRASS
	STRUCTURAL ROOT PLATE		IMPACTED PORTION OF CRZ



**PROPOSED - SITE PLAN**  
SCALE: 1" = 20'-0"



**LA ESPERANZA DEALERSHIP**  
PROJECT  
2696 CLEVELAND HWY, GAINESVILLE, GA 30506  
ADDRESS  
RAMON CARILLO  
CLIENT  
**NOT RELEASED FOR CONSTRUCTION**  
DESIGN PHASE

SCHEMATIC DESIGN | DECEMBER 4, 2023

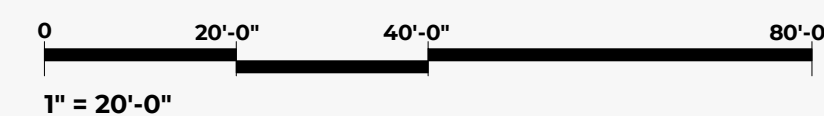
REVISIONS

NOTES

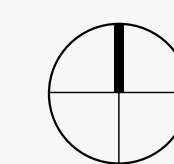
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**PROPOSED SITE PLAN**

SHEET TITLE



1" = 20'-0"



SCALE

NORTH

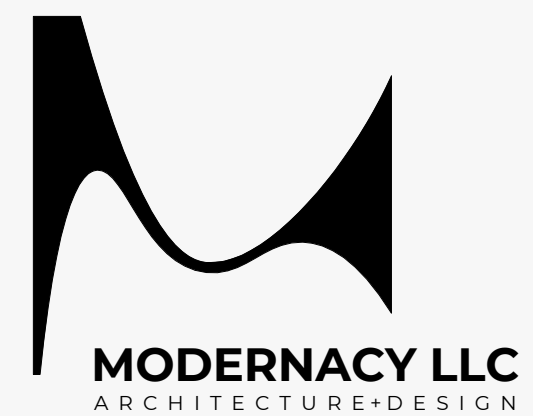
**A0-01**

SHEET NO.





**ARCHITECTURAL SITE PLAN**  
SCALE: 1" = 20'-0"



**LA ESPERANZA DEALERSHIP**  
PROJECT  
2696 CLEVELAND HWY, GAINESVILLE, GA 30506  
ADDRESS  
RAMON CARILLO  
CLIENT  
NOT RELEASED FOR CONSTRUCTION  
DESIGN PHASE

SCHEMATIC DESIGN | DECEMBER 4, 2023

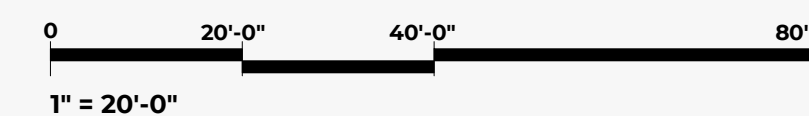
REVISIONS

NOTES

STAMP & SIGNATURE

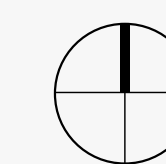
**ARCHITECTURAL SITE PLAN**

SHEET TITLE



SCALE

NORTH



**A0-02**  
SHEET NO.





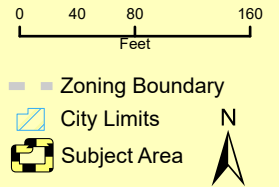
**Applicant:** RAMON CARRILLO JR.

**Tax Parcel #:** 10138 000058

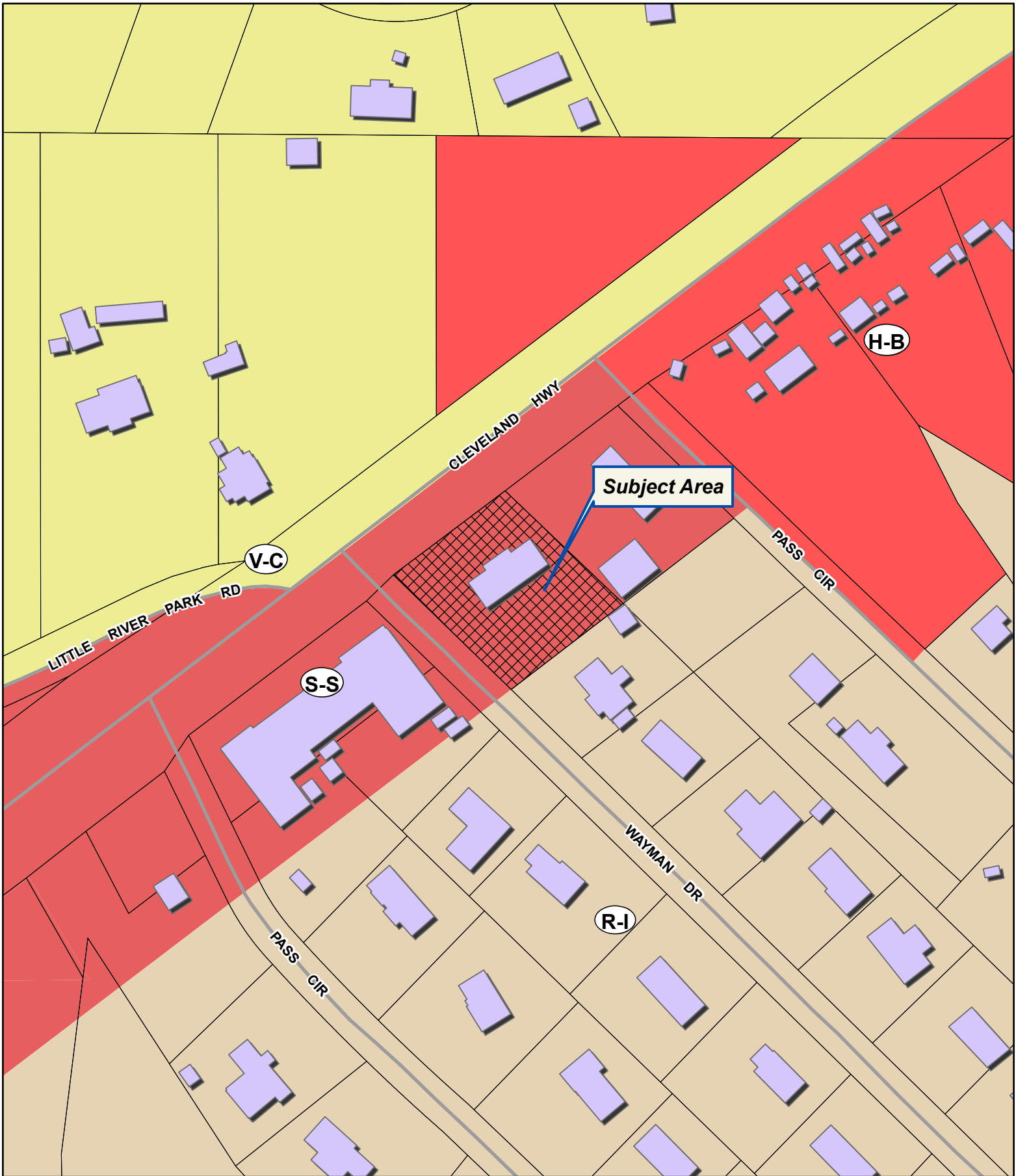
**Location:** 2696 CLEVELAND HIGHWAY, GAINESVILLE, GA 30506

**Commission District 3**

**PC Mtg. Date:** 02/05/24







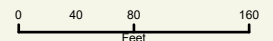
**Applicant:** RAMON CARRILLO JR.

**Tax Parcel #:** 10138 000058

**Location:** 2696 CLEVELAND HIGHWAY, GAINESVILLE, GA 30506

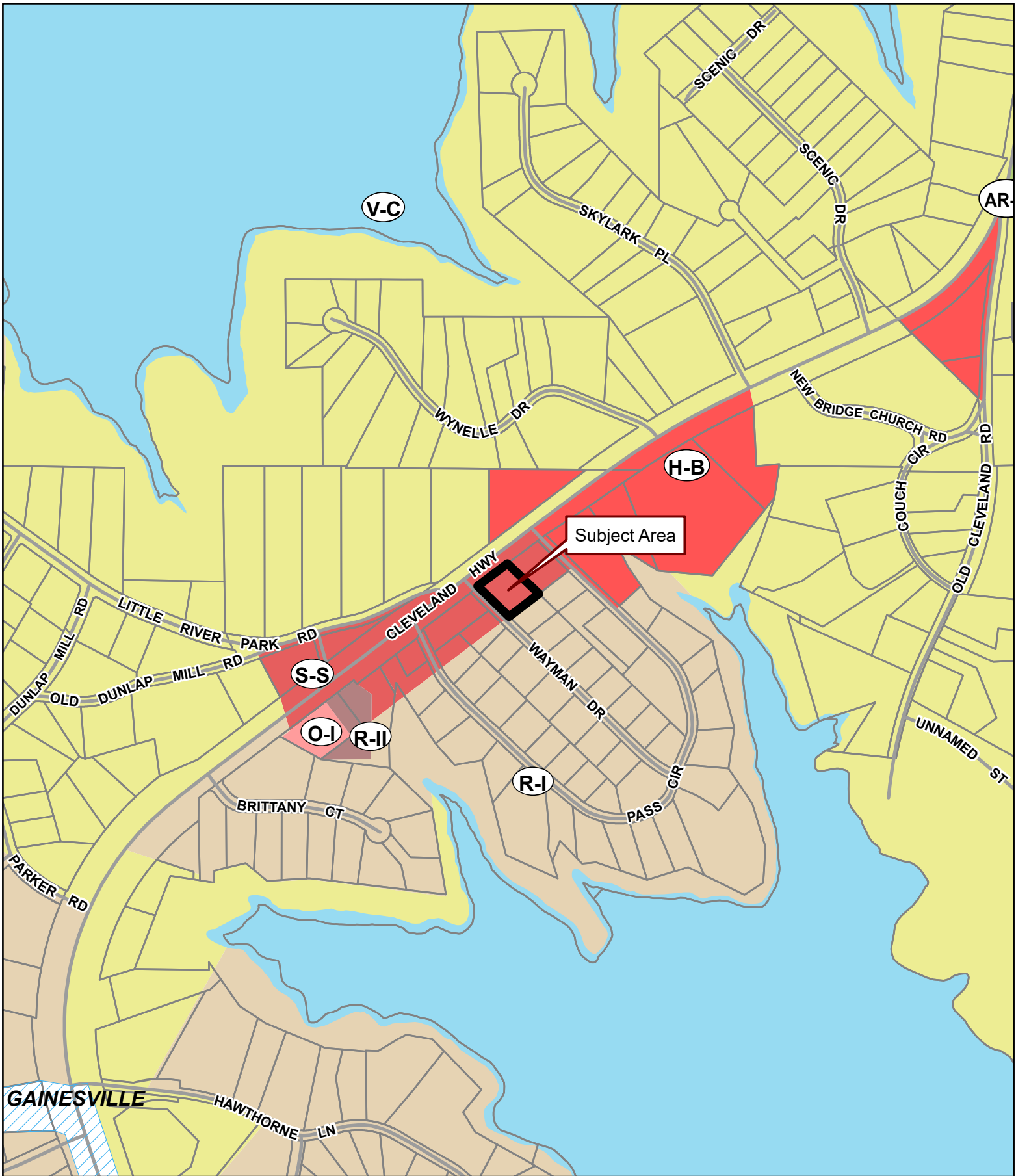
**Commission District 3**

**PC Mtg. Date: 02/05/24**



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





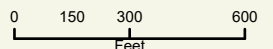
**Applicant:** RAMON CARRILLO JR.

**Tax Parcel #:** 10138 000058

**Location:** 2696 CLEVELAND HIGHWAY, GAINESVILLE, GA 30506

**Commission District 3**

**PC Mtg. Date: 02/05/24**



- Zoning Boundary
  - ▨ City Limits
  - ◻ Subject Area
  - Structure
- N  
↑



CLEVELAND HIGHWAY

WAYMAN DRIVE





CLEVELAND HIGHWAY

Rephens  
AUTO SALES

LA ESPERANZA  
DEALERSHIP

WAYMAN DRIVE







**VIEW "A"**  
**EXISTING.**





**VIEW "A"**  
**PROPOSED.**

THIS DRAWING IS AN ARTISTIC INTERPRETATION OF THE DESIGN. IT IS NOT MEANT TO BE AN EXACT RENDITION OF THE FINISHED PRODUCT. SOME ITEMS MAY NOT BE STANDARD AND/OR REPRESENT AN EXACT SYMBOL, EXACT DIMENSIONS AND MATERIALS MAY DIFFER.





VIEW "B"  
EXISTING.





**VIEW "B"**  
**PROPOSED.**

THIS DRAWING IS AN ARTISTIC INTERPRETATION OF THE DESIGN. IT IS NOT MEANT TO BE AN EXACT RENDITION OF THE FINISHED PRODUCT. SOME ITEMS MAY NOT BE STANDARD AND/OR REPRESENT AN EXACT SYMBOL, EXACT DIMENSIONS AND MATERIALS MAY DIFFER.





VIEW "C"  
EXISTING.





**VIEW "C"**  
**PROPOSED.**

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## **Anael Dominguez (CDI: Planning)**

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**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](mailto: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 5<sup>th</sup>**. Email comments to Randi ([rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)) and Ana ([adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)).

### **CALL TO ORDER**

### **AGENDA REVIEW**

### **APPROVAL OF MINUTES – 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, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

\*\*The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, March 14, 2024**. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

\*\*\*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, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.





Hall County Government  
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
PUBLIC WORKS AND UTILITIES

MEMORANDUM

**To:** Randi Doveton, Director of Planning and Development

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

**From:** Bill Nash, Director of Public Works and Utilities

**Date:** January 5, 2023

t: 770.531.6800 | f: 770.531.3945

**Subject:** February 5, 2024 - Hall County Planning Commission Agenda

DIRECTOR  
Srikanth Yamala

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the February 5, 2024 meeting. Upon review, we provide the following comments.

PUBLIC WORKS AND  
UTILITIES DIRECTOR  
Bill Nash, P.E.

**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 wretched 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 wretched 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)

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**From:** John Hornick (Fire Services)  
**Sent:** Thursday, January 4, 2024 1:53 PM  
**To:** Anael Dominguez (CDI: Planning)  
**Cc:** Randi Doveton (CDI: Planning)  
**Subject:** Fire Comment

**Monday, February 5, 2024** Hall County Planning Commission Meeting.

1. [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](#)

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

Regards,

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





**ELECTRIC BEACH CLUB**  
TANNING

# ZONING NOTICE

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

APPLICANT: RAMON CARRILLO JR

REQUEST: USE SUBJECT TO COUNTY COMMISSION

APPROVAL FOR A USED VEHICLE SALES LOT

WITHIN PUBLIC HEARINGS WILL BE HELD ON: GCOD

PLANNING COMMISSION  
Date: MAR 05, 2024

COUNTY COMMISSION  
Date: APR 14, 2024

Time: 5:15 PM

Time: 6:00 PM

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Feb 6, 2024 10:30:47  
2206 Cleveland Highway  
Gainesville  
Hall County  
Georgia



Electric  
BEACH CLUB  
TANNING

Stephens  
AUTO SALES

**ZONING NOTICE**  
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY  
APPLICANT: RAMON CARRILLO JR  
REQUEST: USE SUBJECT TO COUNTY COMMISSION  
APPROVAL FOR A USED VEHICLE SALES LOT  
WITHIN PUBLIC HEARINGS WILL BE HELD ON: GCOD  
BY ZONING COMMISSION  
Date: MAR 04, 2024  
Time: 5:15 PM  
BY COUNTY COMMISSION  
Date: APR 11, 2024  
Time: 6:00 PM  
HALL COUNTY GOVERNMENT CENTER, 283 BROWNS BRIDGE ROAD, GAINESVILLE, GA  
FOR MORE INFORMATION CALL: (770) 531-6809

Feb 6, 2024 10:32:10  
2696 Cleveland Highway  
Gainesville  
Hall County  
Georgia





## AGENDA ITEM

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

---

**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 158/2024

**SUBJECT:** **4305 Winder Highway | Use Subject to County Commission Approval |** on a 0.35± acre tract located on the east side of Winder Highway, at its intersection with Strickland Road | Zoned H-B (GCOD); Tax Parcel 15037B000036B | **Proposed Use: Automobile repair and maintenance |** Commission District 1 | **Bradley Cohron, applicant**

---

### Meetings:

**Work Session Date:** 04/08/24

**Voting Meeting Date:** 04/11/24

### Executive Summary:

**Presenter:** BG

**Recommendation:**

Approve Withdrawal.

#### **Purpose of Request:**

**4305 Winder Highway | Use Subject to County Commission Approval |** on a 0.35± acre tract located on the east side of Winder Highway, at its intersection with Strickland Road | Zoned H-B (GCOD); Tax Parcel 15037B000036B | **Proposed Use: Automobile repair and maintenance |** Commission District 1 | **Bradley Cohron, applicant**

#### **History:**

#### **Facts and Issues:**

#### **Options:**

**Funding Requested** \$ 0.00

**Are funds within current budget?** No

**Source of Funds**

**Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** No

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

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

**Approvals:**



<b>Submit</b>	<b>Approve</b>	<b>Attorney</b>	<b>Administration</b>
AD	BG	WLI	CR
<b>Clerk</b>			
JR			

---

**Attachments:**

- Board Memo
- Application
- Narrative
- Site Plan
- Maps
- Environmental Health Comments
- GDOT Comments
- Public Works Comments
- Fire Comments
- Notice Sign Photos





# Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND DEVELOPMENT  
DIRECTOR  
Randi Doveton

ASSISTANT DIRECTOR  
Beth Garmon

**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:** March 25, 2024

**Subject:** **(A) 4305 Winder Highway | Use Subject to County Commission Approval | on a 0.35± acre tract | Proposed Use: Automobile repair and maintenance | Bradley Cohron, applicant**

---

The request before you is the request of Bradley Cohron for a Use Subject to County Commission Approval to allow automobile repair and maintenance. This item is located within Commission District 1.

On February 24, 2024, the applicant requested to withdraw this application.

At their March 4, 2024 meeting, the Hall County Planning Commission voted to recommend withdrawal **(5-0)**.

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

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



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



**CONDITIONAL USE APPLICATION**

<b>Applicant (Name &amp; Mailing Address)</b>	<b>Property Owner (Name &amp; Mailing Address)</b>
Bradley Cohron 91 Waterbury Ln Braselton, GA 30517 Phone 770-862-3867 Email Address <u>Info@blackbearoff-road.com</u>	Brennice H. Baggs / Trina C. Harrison 4558 Duncan Dr. / 4561 Old Sumner Rd Sugar Hill, Ga. 30518 / Sugar Hill Ga 30518 Phone <u>770-540-2360</u> / <u>404-538-4525</u> Email Address <u>Bbiz2007@AOL.com</u>
Proposed Use <u>Automotive Repair Shop</u>	

<b>Contact Person (Name &amp; Mailing Address)</b>	<b>Status of Applicant</b>	<b>Requested Action</b>
Bradley Cohron 91 Waterbury Ln Braselton, GA 30517 Phone 770-862-3867 Email Address <u>Info@blackbearoff-road.com</u>	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Option to Purchase <input type="checkbox"/> Area Resident <input type="checkbox"/> Other	Permissive Use: <input type="checkbox"/> HCPC <input checked="" type="checkbox"/> HCC Fee: \$ <u>450.00</u> Receipt #: <u>859189</u> Check #: <u>5056</u>
Tax Parcel Number <u>15-0037B-00-036B</u>	Zoning: <u>HB</u>	Check #: <u>5056</u>
Location Address <u>4305 Winder Hwy Flowery Branch, GA 30542</u>	Acreage <u>0.33</u>	

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

Sign [Signature] Brennice H. Baggs / Trina C. Harrison Date: 1/4/2024

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 [Signature] Date: 2/24/2024

**Staff Use Only**

Application Date: \_\_\_\_\_ Taken by: \_\_\_\_\_

Tentative Planning Commission Date: \_\_\_\_\_ Tentative County Commission Date: \_\_\_\_\_

County Commission District: \_\_\_\_\_



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



**AUTHORIZATION OF PROPERTY OWNERS**

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

Name of owner(s)	<u>Brennice H. Baggs</u>	<u>Trina C. Harrison</u>
Address	<u>4558 Duncan Dr.</u>	<u>4561 Old Suwanee Rd.</u>
	<u>Sugar Hill, Ga. 30518</u>	<u>Sugar Hill, Ga. 30518</u>
Phone Number	<u>770-540-2360</u>	<u>404-538-4525</u>

Name of applicant(s) Bradley Cohron

Address 91 Waterbury Ln  
Braselton, GA 30517

Phone Number 770-862-3867

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)

Brennice H. Baggs / Trina C. Harrison

Personally appeared before me

Dwilyn Braswell

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

[Signature]  
Notary Public

2/3/2023  
Date





### CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have\*\*  I have not

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

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

Name of Official(s): \_\_\_\_\_

Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

Date of Contribution: \_\_\_\_\_

Applicant's/Owner's Signature: Bradley Cohron

Date: 1/2/24

Applicant's/Owner's Name (Printed): Bradley Cohron



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



### CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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  - (3) The name and official position of the local government official to whom the campaign contribution was made; and
  - (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
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I hereby certify that I have read the above and that:

I have\*\*  I have not

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

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

Name of Official(s): \_\_\_\_\_ Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_ Date of Contribution: \_\_\_\_\_

Applicant's/Owner's Signature: Brenniece H. Baggs  
Trina C. Harrison Date: \_\_\_\_\_

Applicant's/Owner's Name (Printed): Bradley Cochran Brenniece H. Baggs - Trina C. Harrison



# Site Plan Narrative

4305 Winder Hwy Flowery Branch, GA 30542

## Petitioner: Black Bear Offroad LLC

Bradley Cohron  
91 Waterbury Ln  
Braselton, GA 30517  
770-862-3867/ [info@blackbearoff-road.com](mailto:info@blackbearoff-road.com)

## Current Owner: Brennice Baggs & Trina Harrison

4558 Duncan Drive	4561 Old Suwanee Rd
Sugar Hill, GA 30518	Sugar Hill, GA 30518
770-540-2360	404-538-4525

[Bbiz2007@aol.com](mailto:Bbiz2007@aol.com)

## Project Description

Black Bear Offroad is proposing to operate an automotive repair facility out of the existing "tire shop" located at 4305 Winder Hwy. Currently zoned as H-B. Seeking Conditional Use permit B-3 Automotive repair and maintenance.

## Proposed Use

Property would house Black Bear Offroad which is an aftermarket offroad accessory shop, specializing in Jeeps and other offroad vehicles. Black Bear Offroad has been located in Buford, GA for the last 4 years. We have supported local school PTO's and Local School Car Shows. We live within 5 minutes of this location and we are excited to be a part of the local community. Buford currently has 3 Offroad shops, we would love to bring Flowery Branch it's first and only specialty shop of this kind. For more information about Black Bear Offroad can be found at [www.BlackBearOff-Road.com](http://www.BlackBearOff-Road.com).

## Proposed Building

Maintain the current building structure located on the property with update to exterior paint to solid white and black. We will also be making improvements to the building including a new roof, exterior trim, and refreshing the interior. We are aware that the building currently needs immediate improvements, and we will be making immediate changes to meet gateway standards and improve curb appeal. We are also aware that the current occupant parks vehicles in the right of way, and is violating many codes. As a business owner and someone who lives and shops in the area, we look forward to making this local more appealing.



## Transitional Buffers

Propose to place an at least a 6 foot solid wood privacy fence at the rear (East side) of the property between the building and property line as a perimeter wall, and transitional buffer. This will reduce the buffer by 10 feet, we would not like to plant any additional landscape buffer beyond the perimeter wall, as soil and shade would not be conducive to new plants/ shrubs. Requesting deduction of transitional buffer width minimum of 15 to 5 ft as there is not 15 ft between the widest point of the property to the property line. We propose to plant a transitional buffer of a staggered double row of evergreen trees at least 6 feet in height at the South and South West end of the parking lot as a transition between property and adjoining commercial property, but not in the right of way.

## Landscape

We propose to place an at least 6 foot in height solid wood privacy fence as a perimeter wall on the back (East side of property), that will wrap around the perimeter of part of the, south side of the building and property, to act as a transitional buffer, as well as a screen for the waste receptacle. On the Strickland Road Street Frontage (North Side of property) there is not adequate space for additional shade trees; we propose to add two staggered rows of evergreen shrubs at least three feet in height to the North side of the property against the building. On the Winder Highway Street frontage, we will not be able to add shade trees or shrubs in the front of the building, because concrete and asphalt currently line the entire face of the property. There is however a large (at least 30 foot) grass landscape between Winder Highway and the concrete drive of the front of the building. There are no service or loading areas located on the side or back of the building. All ground and wall mounted mechanical equipment is located in the back of the building and will be screened by the perimeter wall. There is no rooftop mechanical equipment visible. A staggered double row of evergreen trees at least 6 feet in height will be added on the South and Southeast side of the parking lot, to provide a buffer for outdoor overnight vehicle storage, but not in the right of way. The property is flat and well graded, and does not require visual blending of slopes. Outdoor storage will consist of a dumpster at the South end of the property located behind a privacy fence. There will at times be vehicles (Never to exceed 4 vehicles) stored outside overnight in the designated overnight parking spots. Any and all vehicles in the parking lot will have current valid registration.

## Parking

Propose to maintain the current asphalt and concrete surface. We will be removing the concrete center divider for more parking spaces, and having the lot professionally stripped by a licensed parking lot striper. A total of 11 parking spaces will be available, 4 parallel parking spots along the Northwest side of the parking lot, 3 spots at the front of the building to the left of the business entrance including one handicap spot, and four spots at the South of the parking lot that will be utilized for any overnight parking when needed. Parking areas shall facilitate safe and convenient use by pedestrians. There is a sidewalk between the entrance of the building



and the parking lot. The overnight parking will have a landscape buffer that will not be in the right of way and provide coverage of any possible overnight vehicles.

## Outdoor Lighting

Propose to maintain existing street lighting. Propose to maintain existing outdoor lighting on the front face of the building. Lighting shall avoid intrusion on adjacent properties and away from adjacent thoroughfares. We install corner semi-cutoff lighting with security cameras. We will have no sign illumination.

## Interparcel Access

Interparcel access does not apply due to physical property restrictions.

## Architectural standards for non-residential buildings

Propose to keep the current building in its current form.

## Site Signage

Signage is proposed on the front of the building, as well as a monument sign on the North side of the property. In addition, current monument sign will be taken out of the right of way. The front of building wall mount sign will be changed to Black Bear Offroad from the existing "Auto Works" sign on site. As signs will meet zoning regulations.

## Site Utilities

Propose to maintain use of current utilities already in place, county water and sewer connection.

## Scheduled Operating Hours

Hours of operation are Monday- Friday 9a to 7p. Closed Saturday and Sunday and major holidays.



# SITE PLAN

4305 Winder Hwy

Flowery Branch, GA 30542

Parcel ID: 15-037B-000-036B

Lot area: 0.33 Acres

Paper Size: 11"x17"

**Planning & Zoning**

**Received**

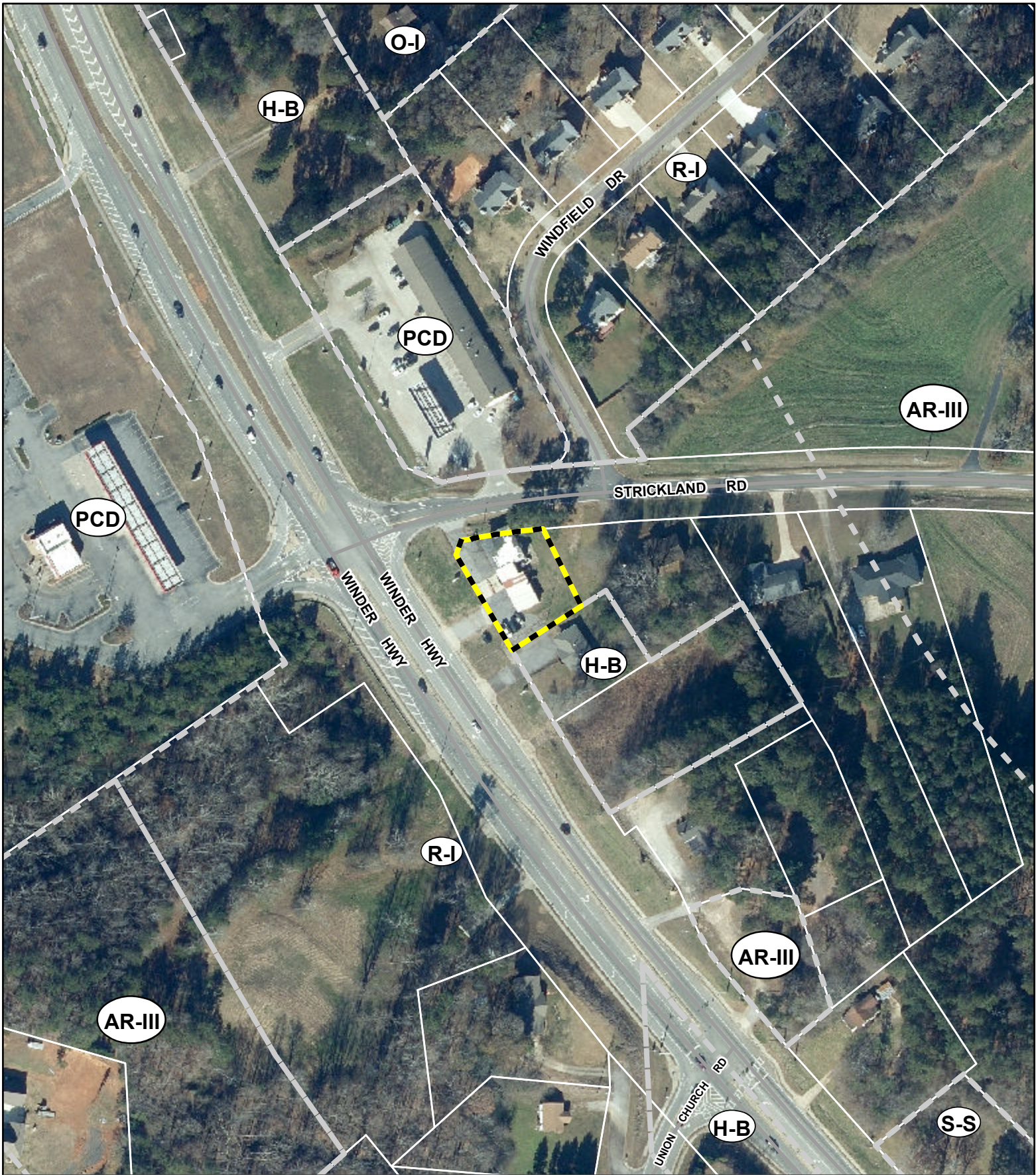
**January 22, 2024**



scale 1"=30'







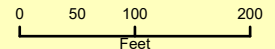
**Applicant:** BRADLEY COHRON




**Tax Parcel #:** 15037B000036B

**Location:** 4305 WINDER HIGHWAY, FLOWERY BRANCH, GA 30542

**Commission District 1**

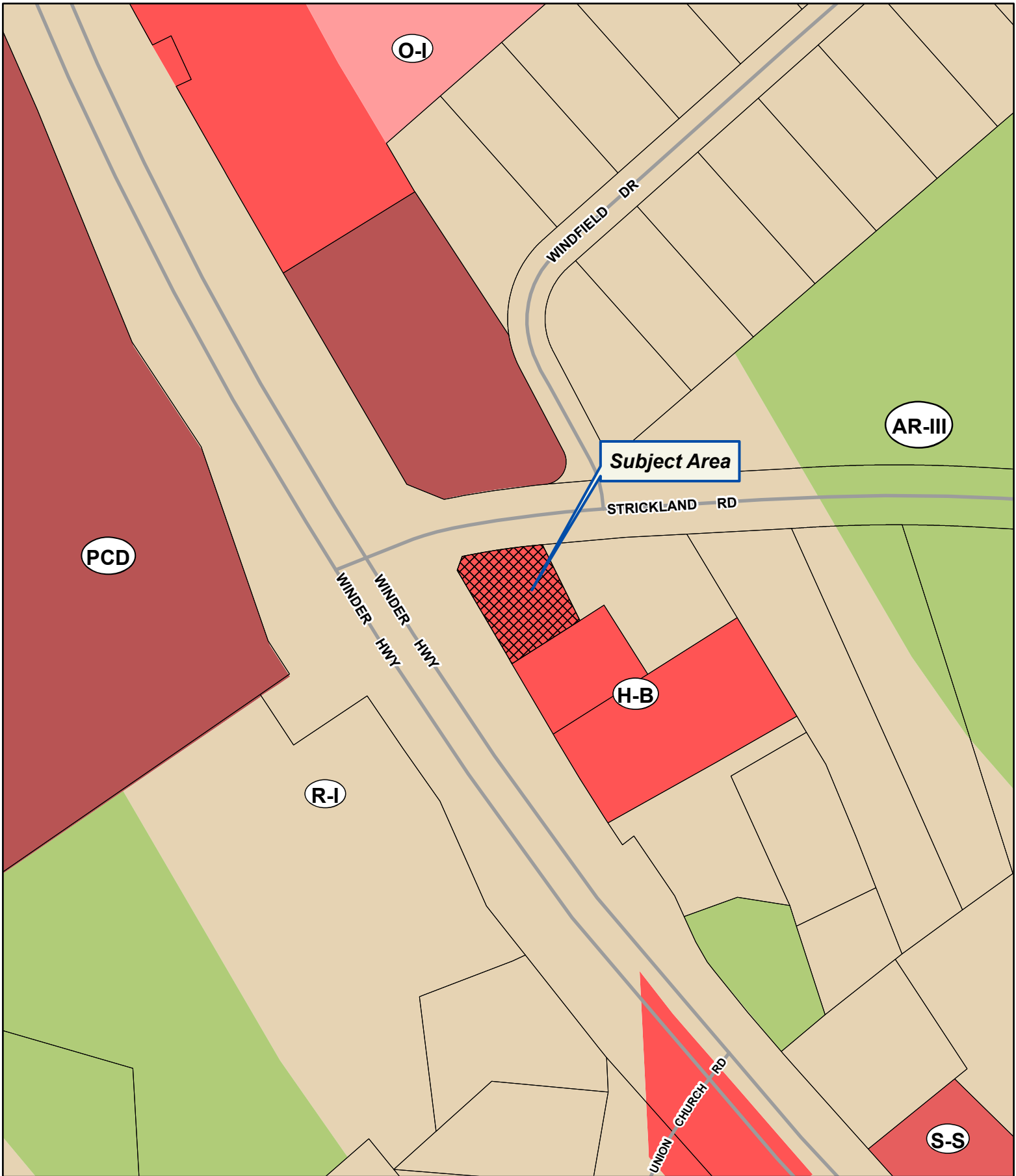
**PC Mtg. Date:** 03/04/24



-  Zoning Boundary
-  City Limits
-  Subject Area







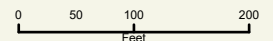
**Applicant:** BRADLEY COHRON

**Tax Parcel #:** 15037B000036B

**Location:** 4305 WINDER HIGHWAY, FLOWERY BRANCH, GA 30542

**Commission District 1**

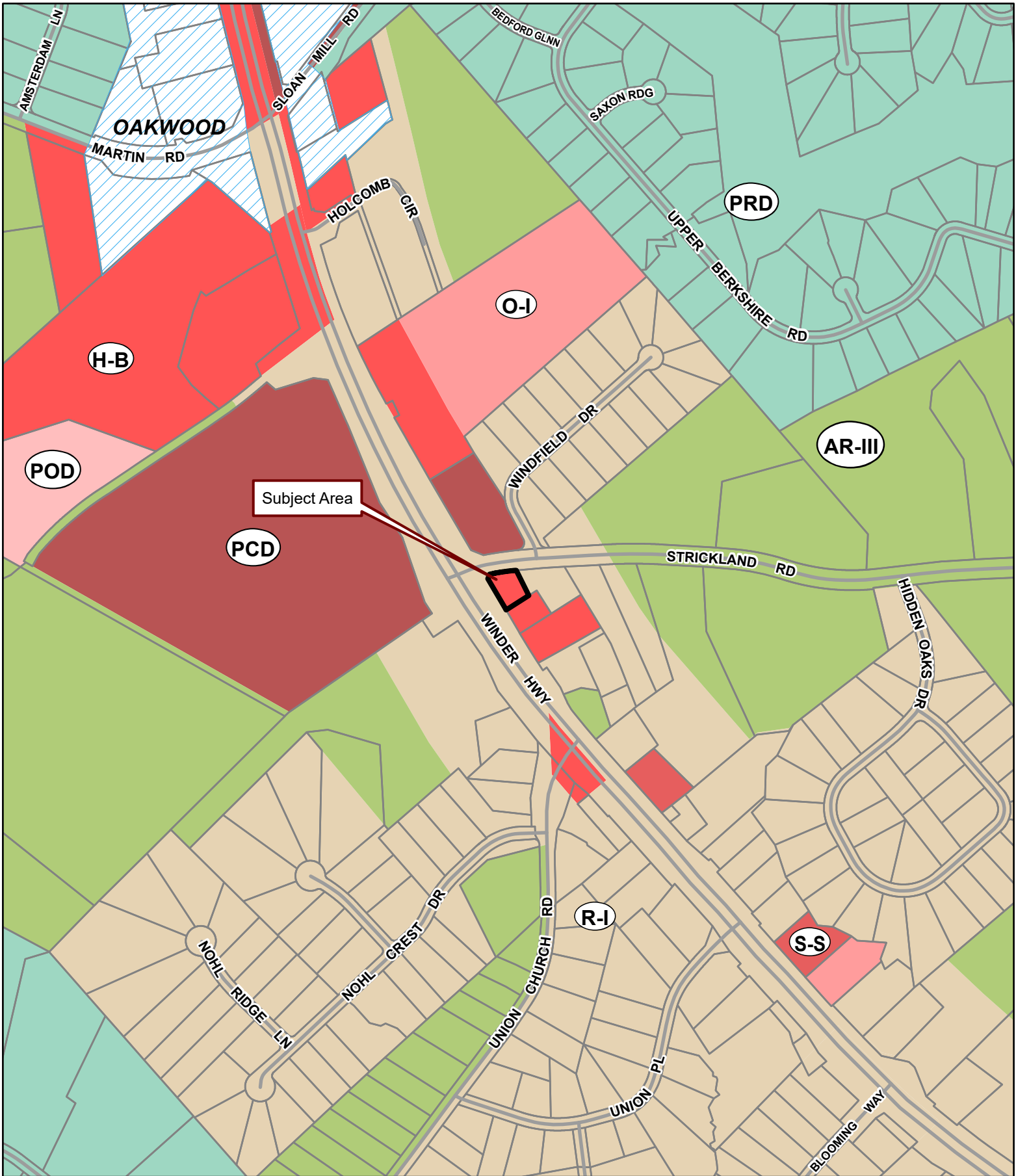
**PC Mtg. Date: 03/04/24**



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







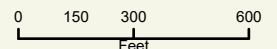
**Applicant:** BRADLEY COHRON

**Tax Parcel #:** 15037B000036B

**Location:** 4305 WINDER HIGHWAY, FLOWERY BRANCH, GA 30542

**Commission District 1**

**PC Mtg. Date: 03/04/24**



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



## Anael Dominguez (CDI: Planning)

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**From:** Emily McGahee (Environmental Health)  
**Sent:** Friday, January 26, 2024 11:49 AM  
**To:** Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)  
**Cc:** Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)  
**Subject:** HCPC Tentative Agenda 3.4.24

Please find Environmental Health comments below:

Item 1A/B, 3227 Manor Ridge, Kade Homes: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. Environmental Health performed a site visit to the subject property in December 2023 and informed the applicant of requirements to move forward. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made once required documents have been provided for review.

Item 2A/B, 4305 Winder Hwy, Cohron: Must meet all Environmental Health commercial septic system permitting requirements if property still served by existing septic system. A detailed business plan must be submitted to Hall County Environmental Health for review. Connection to public sewer may be required.

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](mailto: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)

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**From:** Chavers, Veronica E <VChavers@dot.ga.gov>  
**Sent:** Thursday, January 25, 2024 2:48 PM  
**To:** Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)  
**Subject:** RE: Tentative Planning Agenda for June March 4, 2024

You don't often get email from vchavers@dot.ga.gov. [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.

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**From:** Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>  
**Sent:** Thursday, January 25, 2024 1:38 PM  
**Subject:** Tentative Planning Agenda for June March 4, 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, March 4, 2024** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

**When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.**

Comments are due by **Thursday, February 1<sup>st</sup>**. Email comments to Randi ([rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)) and Ana ([adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)).

### **CALL TO ORDER**

### **AGENDA REVIEW**

### **APPROVAL OF MINUTES – February 19, 2024**

### **NEW BUSINESS**

1. [\(A\) 3227 Manor Ridge | Variance | 17.240.010. to reduce the right side yard setback from 10 feet to 4 feet | on a 0.37± acre tract located at the northwest corner of Manor Ridge, approximately 2,379 feet from its intersection with Montvale Drive | Zoned R-I; Tax Parcel 10047A000087 | Proposed Use: Residential addition and carport | \\* Commission District 2 | Kade Homes & Renovations, applicant](#)  
[\(B\) 3227 Manor Ridge | Variance | 17.240.010. to reduce the left side yard setback from 10 feet to 4 feet | on a 0.37± acre tract located at the northwest corner of Manor Ridge, approximately 2,379 feet from its intersection with Montvale Drive | Zoned R-I; Tax Parcel 10047A000087 | Proposed Use: Residential addition | \\* Commission District 2 | Kade Homes & Renovations, applicant](#) **No GDOT coordination required**
2. [\(A\) 4305 Winder Highway | Use Subject to County Commission Approval | on a 0.35± acre tract located on the east side of Winder Highway, at its intersection with Strickland Road | Zoned H-B \(GCOD\); Tax Parcel](#)



[15037B000036B | Proposed Use: Automobile repair and maintenance | \\*\\* Commission District 1 | Bradley Cohron, applicant \(B\) 4305 Winder Highway | Variance | 17.420.050. Non-residential property development standards | on a 0.35± acre tract located on the east side of Winder Highway, at its intersection with Strickland Road | Zoned H-B \(GCOD\); Tax Parcel 15037B000036B | Proposed Use: Automobile repair and maintenance | \\*\\* Commission District 1 | Bradley Cohron, applicant](#) **GDOT coordination required**

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

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, April 11, 2024**, at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

\*\*The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, April 11, 2024**. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

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



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





Hall County Government  
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
PUBLIC WORKS AND UTILITIES

MEMORANDUM

**To:** Randi Doveton, Director of Planning and Development

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

**From:** Bill Nash, Director of Public Works and Utilities

**Date:** January 31, 2024

t: 770.531.6800 | f: 770.531.3945

**Subject:** March 4, 2024 - Hall County Planning Commission Agenda

DIRECTOR  
Srikanth Yamala

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the March 4, 2024 meeting. Upon review, we provide the following comments.

**NEW BUSINESS**

PUBLIC WORKS AND  
UTILITIES DIRECTOR  
Bill Nash, P.E.

1. [\(A\) 3227 Manor Ridge | Variance | 17.240.010. to reduce the right side yard setback from 10 feet to 4 feet | on a 0.37± acre tract located at the northwest corner of Manor Ridge, approximately 2,379 feet from its intersection with Montvale Drive | Zoned R-I; Tax Parcel 10047A000087 | Proposed Use: Residential addition and carport | \\* Commission District 2 | Kade Homes & Renovations, applicant](#)  
[\(B\) 3227 Manor Ridge | Variance | 17.240.010. to reduce the left side yard setback from 10 feet to 4 feet | on a 0.37± acre tract located at the northwest corner of Manor Ridge, approximately 2,379 feet from its intersection with Montvale Drive | Zoned R-I; Tax Parcel 10047A000087 | Proposed Use: Residential addition | \\* Commission District 2 | Kade Homes & Renovations, applicant](#)
  - a. **Engineering:** No Comment
  - b. **Traffic:** No Comment
  - c. **Utilities:** No Comment
  
2. [\(A\) 4305 Winder Highway | Use Subject to County Commission Approval | on a 0.35± acre tract located on the east side of Winder Highway, at its intersection with Strickland Road | Zoned H-B \(GCOD\); Tax Parcel 15037B000036B | Proposed Use: Automobile repair and maintenance | \\*\\* Commission District 1 | Bradley Cohron, applicant](#)  
[\(B\) 4305 Winder Highway | Variance | 17.420.050. Non-residential property development standards | on a 0.35± acre tract located on the east side of Winder Highway, at its intersection with Strickland Road | Zoned H-B \(GCOD\); Tax Parcel 15037B000036B | Proposed Use: Automobile repair and maintenance | \\*\\* Commission District 1 | Bradley Cohron, applicant](#)
  - a. **Engineering:** No Comment
  - b. **Traffic:** No Comment
  - c. **Utilities:** Change of use may need to be permitted through GDOT for access to Winder Highway.



## Anael Dominguez (CDI: Planning)

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**From:** John Hornick (Fire Services)  
**Sent:** Thursday, February 1, 2024 10:25 AM  
**To:** Anael Dominguez (CDI: Planning)  
**Cc:** Randi Doveton (CDI: Planning)  
**Subject:** Fire Comment

**Monday, March 4, 2024** Hall County Planning Commission Meeting.

1. [\(A\) 4305 Winder Highway | Use Subject to County Commission Approval | on a 0.35± acre tract located on the east side of Winder Highway, at its intersection with Strickland Road | Zoned H-B \(GCOD\); Tax Parcel 15037B000036B | Proposed Use: Automobile repair and maintenance | \\*\\* Commission District 1 | Bradley Cohron, applicant](#)  
[\(B\) 4305 Winder Highway | Variance | 17.420.050. Non-residential property development standards | on a 0.35± acre tract located on the east side of Winder Highway, at its intersection with Strickland Road | Zoned H-B \(GCOD\); Tax Parcel 15037B000036B | Proposed Use: Automobile repair and maintenance | \\*\\* Commission District 1 | Bradley Cohron, applicant](#)

[The Hall County Fire Marshal's Office has no comments as proposed](#)

Regards,

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





# ZONING NOTICE

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

APPLICANT: BRADLEY COHRON

REQUEST:  
USE SUBJECT TO COUNTY COMMISSION APPROVAL  
FOR AUTOMOBILE REPAIR AND MAINTENANCE

IN GOOD PUBLIC HEARINGS WILL BE HELD ON: WITH VARIANCES

PLANNING COMMISSION

COUNTY COMMISSION

Date: MAR. 04, 2024

Date: APR. 11, 2024

Time: 5:15 PM

Time: 6:00 PM

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



# ZONING NOTICE

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

APPLICANT: BRADLEY COHRON

REQUEST: USE SUBJECT TO COUNTY COMMISSION

APPROVAL FOR AUTOMOBILE REPAIR AND MAINTENANCE PUBLIC HEARINGS WILL BE HELD ON: WITH VARIANCES

PLANNING COMMISSION IN GOOD  
Date: MAR. 04, 2024

COUNTY COMMISSION  
Date: APR. 11, 2024

Time: 5:15 P.M.

Time: 6:00 P.M.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809





## AGENDA ITEM

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

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**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 159/2024

**SUBJECT:** **4305 Winder Highway | Variance | 17.420.050.** Non-residential property development standards | on a 0.35± acre tract located on the east side of Winder Highway, at its intersection with Strickland Road | Zoned H-B (GCOD); Tax Parcel 15037B000036B | **Proposed Use: Automobile repair and maintenance | Commission District 1 | Bradley Cohron, applicant**

---

### Meetings:

**Work Session Date:** 04/08/24

**Voting Meeting Date:** 04/11/24

### Executive Summary:

**Presenter:** BG

**Recommendation:**

Approve Withdrawal.

#### Purpose of Request:

**4305 Winder Highway | Variance | 17.420.050.** Non-residential property development standards | on a 0.35± acre tract located on the east side of Winder Highway, at its intersection with Strickland Road | Zoned H-B (GCOD); Tax Parcel 15037B000036B | **Proposed Use: Automobile repair and maintenance | Commission District 1 | Bradley Cohron, applicant**

#### History:

#### Facts and Issues:

#### Options:

**Funding Requested** \$ 0.00

**Are funds within current budget?** No

**Source of Funds**

**Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** No

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

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

**Approvals:**



<b>Submit</b>	<b>Approve</b>	<b>Attorney</b>	<b>Administration</b>
AD	BG	WLI	CR
<b>Clerk</b>			
JR			

---

**Attachments:**

- Board Memo
- Application
- Narrative
- Site Plan
- Maps
- Environmental Health Comments
- GDOT Comments
- Public Works Comments
- Fire Comments
- Notice Sign Photos





# Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND DEVELOPMENT  
DIRECTOR  
Randi Doveton

ASSISTANT DIRECTOR  
Beth Garmon

**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:** March 25, 2024

**Subject:** **(B) 4305 Winder Highway | Variance | 17.420.050. Non-residential property development standards | on a 0.35± acre tract | Proposed Use: Automobile repair and maintenance | Bradley Cohron, applicant**

---

The request before you is the request of Bradley Cohron for a Variance from 17.420.050. Non-residential property development standards to allow automobile repair and maintenance. This item is located within Commission District 1.

On February 24, 2024, the applicant requested to withdraw this application.

At their March 4, 2024 meeting, the Hall County Planning Commission voted to recommend withdrawal **(5-0)**.

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

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



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



**CONDITIONAL USE APPLICATION**

<b>Applicant (Name &amp; Mailing Address)</b>	<b>Property Owner (Name &amp; Mailing Address)</b>
Bradley Cohron 91 Waterbury Ln Braselton, GA 30517 Phone 770-862-3867 Email Address <u>Info@blackbearoff-road.com</u>	Brennice H. Baggs / Trina C. Harrison 4558 Duncan Dr. / 4561 Old Sumner Rd Sugar Hill, Ga. 30518 / Sugar Hill Ga 30518 Phone <u>770-540-2360</u> / <u>404-538-4525</u> Email Address <u>Bbiz2007@AOL.com</u>
Proposed Use <u>Automotive Repair Shop</u>	

<b>Contact Person (Name &amp; Mailing Address)</b>	<b>Status of Applicant</b>	<b>Requested Action</b>
Bradley Cohron 91 Waterbury Ln Braselton, GA 30517 Phone 770-862-3867 Email Address <u>Info@blackbearoff-road.com</u>	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Option to Purchase <input type="checkbox"/> Area Resident <input type="checkbox"/> Other	Permissive Use: <input type="checkbox"/> HCPC <input checked="" type="checkbox"/> HCC Fee: \$ <u>450.00</u> Receipt #: <u>859189</u> Check #: <u>5056</u>
Tax Parcel Number <u>15-0037B-00-036B</u>	Zoning: <u>HB</u>	Check #: <u>5056</u>
Location Address <u>4305 Winder Hwy Flowery Branch, GA 30542</u>	Acreage <u>0.33</u>	

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

Sign [Signature] Brennice H. Baggs / Trina C. Harrison Date: 1/4/2024

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 [Signature] Date: 2/24/2024

**Staff Use Only**

Application Date: \_\_\_\_\_ Taken by: \_\_\_\_\_

Tentative Planning Commission Date: \_\_\_\_\_ Tentative County Commission Date: \_\_\_\_\_

County Commission District: \_\_\_\_\_



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



**AUTHORIZATION OF PROPERTY OWNERS**

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

Name of owner(s)	<u>Brennice H. Baggs</u>	<u>Trina C. Harrison</u>
Address	<u>4558 Duncan Dr.</u>	<u>4561 Old Suwanee Rd.</u>
	<u>Sugar Hill, Ga. 30518</u>	<u>Sugar Hill, Ga. 30518</u>
Phone Number	<u>770-540-2360</u>	<u>404-538-4525</u>

Name of applicant(s) Bradley Cohron

Address 91 Waterbury Ln  
Braselton, GA 30517

Phone Number 770-862-3867

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)

Brennice H. Baggs / Trina C. Harrison

Personally appeared before me

Dwilyn Braswell

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

[Signature]  
Notary Public

2/3/2023  
Date





### CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have\*\*  I have not

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

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

Name of Official(s): \_\_\_\_\_

Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

Date of Contribution: \_\_\_\_\_

Applicant's/Owner's Signature: Bradley Cohron

Date: 1/2/24

Applicant's/Owner's Name (Printed): Bradley Cohron



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



### CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

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

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

I have\*\*  I have not

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

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

Name of Official(s): \_\_\_\_\_ Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_ Date of Contribution: \_\_\_\_\_

Applicant's/Owner's Signature: Brennicia H. Baggs  
Trina C. Harrison Date: \_\_\_\_\_

Applicant's/Owner's Name (Printed): Bradley Cochran Brennicia H. Baggs - Trina C. Harrison



# Site Plan Narrative

4305 Winder Hwy Flowery Branch, GA 30542

## Petitioner: Black Bear Offroad LLC

Bradley Cohron  
91 Waterbury Ln  
Braselton, GA 30517  
770-862-3867/ [info@blackbearoff-road.com](mailto:info@blackbearoff-road.com)

## Current Owner: Brennice Baggs & Trina Harrison

4558 Duncan Drive	4561 Old Suwanee Rd
Sugar Hill, GA 30518	Sugar Hill, GA 30518
770-540-2360	404-538-4525

[Bbiz2007@aol.com](mailto:Bbiz2007@aol.com)

## Project Description

Black Bear Offroad is proposing to operate an automotive repair facility out of the existing "tire shop" located at 4305 Winder Hwy. Currently zoned as H-B. Seeking Conditional Use permit B-3 Automotive repair and maintenance.

## Proposed Use

Property would house Black Bear Offroad which is an aftermarket offroad accessory shop, specializing in Jeeps and other offroad vehicles. Black Bear Offroad has been located in Buford, GA for the last 4 years. We have supported local school PTO's and Local School Car Shows. We live within 5 minutes of this location and we are excited to be a part of the local community. Buford currently has 3 Offroad shops, we would love to bring Flowery Branch it's first and only specialty shop of this kind. For more information about Black Bear Offroad can be found at [www.BlackBearOff-Road.com](http://www.BlackBearOff-Road.com).

## Proposed Building

Maintain the current building structure located on the property with update to exterior paint to solid white and black. We will also be making improvements to the building including a new roof, exterior trim, and refreshing the interior. We are aware that the building currently needs immediate improvements, and we will be making immediate changes to meet gateway standards and improve curb appeal. We are also aware that the current occupant parks vehicles in the right of way, and is violating many codes. As a business owner and someone who lives and shops in the area, we look forward to making this local more appealing.



## Transitional Buffers

Propose to place an at least a 6 foot solid wood privacy fence at the rear (East side) of the property between the building and property line as a perimeter wall, and transitional buffer. This will reduce the buffer by 10 feet, we would not like to plant any additional landscape buffer beyond the perimeter wall, as soil and shade would not be conducive to new plants/ shrubs. Requesting deduction of transitional buffer width minimum of 15 to 5 ft as there is not 15 ft between the widest point of the property to the property line. We propose to plant a transitional buffer of a staggered double row of evergreen trees at least 6 feet in height at the South and South West end of the parking lot as a transition between property and adjoining commercial property, but not in the right of way.

## Landscape

We propose to place an at least 6 foot in height solid wood privacy fence as a perimeter wall on the back (East side of property), that will wrap around the perimeter of part of the, south side of the building and property, to act as a transitional buffer, as well as a screen for the waste receptacle. On the Strickland Road Street Frontage (North Side of property) there is not adequate space for additional shade trees; we propose to add two staggered rows of evergreen shrubs at least three feet in height to the North side of the property against the building. On the Winder Highway Street frontage, we will not be able to add shade trees or shrubs in the front of the building, because concrete and asphalt currently line the entire face of the property. There is however a large (at least 30 foot) grass landscape between Winder Highway and the concrete drive of the front of the building. There are no service or loading areas located on the side or back of the building. All ground and wall mounted mechanical equipment is located in the back of the building and will be screened by the perimeter wall. There is no rooftop mechanical equipment visible. A staggered double row of evergreen trees at least 6 feet in height will be added on the South and Southeast side of the parking lot, to provide a buffer for outdoor overnight vehicle storage, but not in the right of way. The property is flat and well graded, and does not require visual blending of slopes. Outdoor storage will consist of a dumpster at the South end of the property located behind a privacy fence. There will at times be vehicles (Never to exceed 4 vehicles) stored outside overnight in the designated overnight parking spots. Any and all vehicles in the parking lot will have current valid registration.

## Parking

Propose to maintain the current asphalt and concrete surface. We will be removing the concrete center divider for more parking spaces, and having the lot professionally stripped by a licensed parking lot striper. A total of 11 parking spaces will be available, 4 parallel parking spots along the Northwest side of the parking lot, 3 spots at the front of the building to the left of the business entrance including one handicap spot, and four spots at the South of the parking lot that will be utilized for any overnight parking when needed. Parking areas shall facilitate safe and convenient use by pedestrians. There is a sidewalk between the entrance of the building



and the parking lot. The overnight parking will have a landscape buffer that will not be in the right of way and provide coverage of any possible overnight vehicles.

## Outdoor Lighting

Propose to maintain existing street lighting. Propose to maintain existing outdoor lighting on the front face of the building. Lighting shall avoid intrusion on adjacent properties and away from adjacent thoroughfares. We install corner semi-cutoff lighting with security cameras. We will have no sign illumination.

## Interparcel Access

Interparcel access does not apply due to physical property restrictions.

## Architectural standards for non-residential buildings

Propose to keep the current building in its current form.

## Site Signage

Signage is proposed on the front of the building, as well as a monument sign on the North side of the property. In addition, current monument sign will be taken out of the right of way. The front of building wall mount sign will be changed to Black Bear Offroad from the existing "Auto Works" sign on site. As signs will meet zoning regulations.

## Site Utilities

Propose to maintain use of current utilities already in place, county water and sewer connection.

## Scheduled Operating Hours

Hours of operation are Monday- Friday 9a to 7p. Closed Saturday and Sunday and major holidays.



# SITE PLAN

4305 Winder Hwy

Flowery Branch, GA 30542

Parcel ID: 15-037B-000-036B

Lot area: 0.33 Acres

Paper Size: 11"x17"

**Planning & Zoning**

**Received**

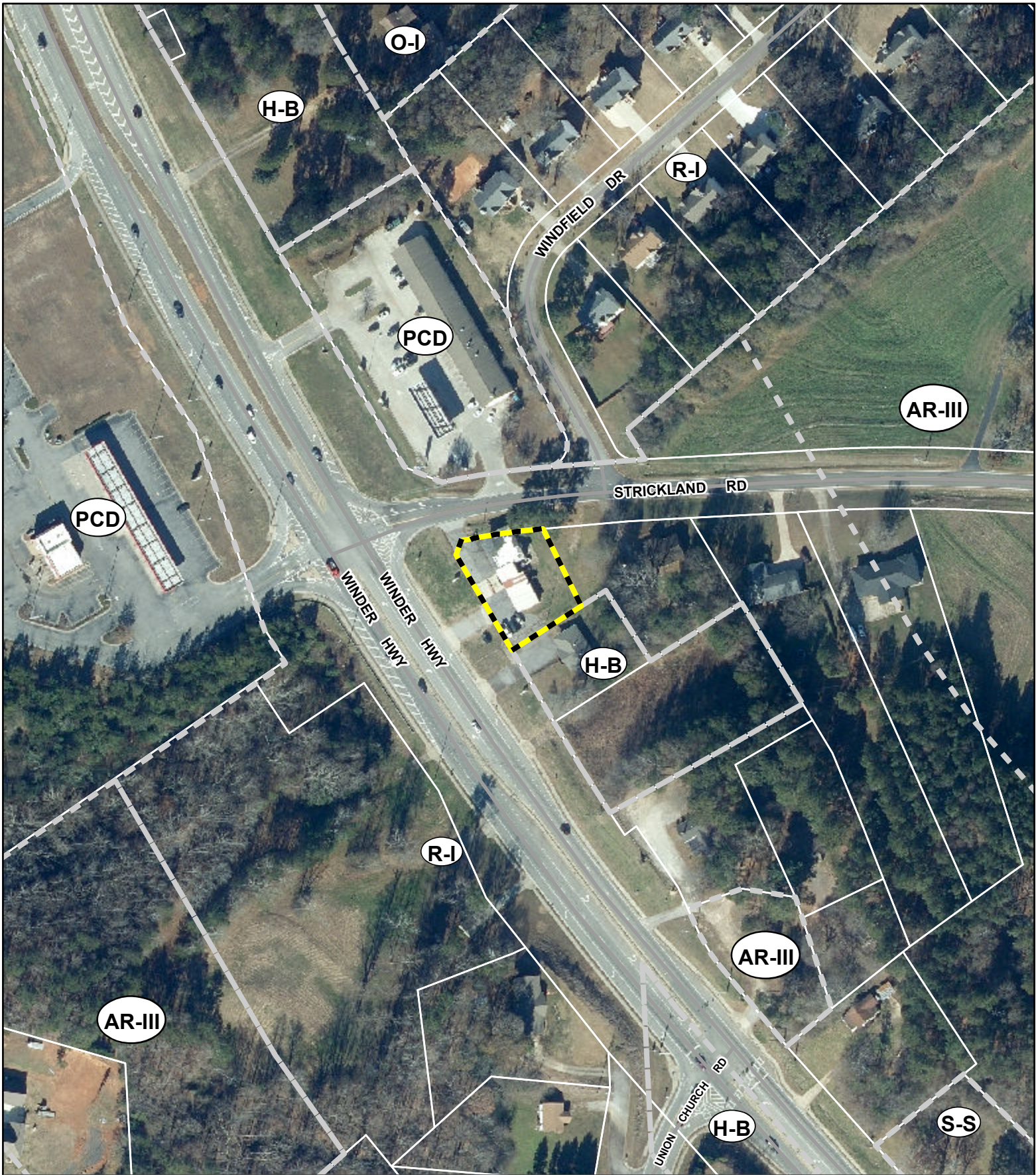
**January 22, 2024**



scale 1"=30'







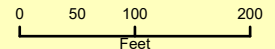
**Applicant:** BRADLEY COHRON

**Tax Parcel #:** 15037B000036B

**Location:** 4305 WINDER HIGHWAY, FLOWERY BRANCH, GA 30542

**Commission District 1**

**PC Mtg. Date:** 03/04/24



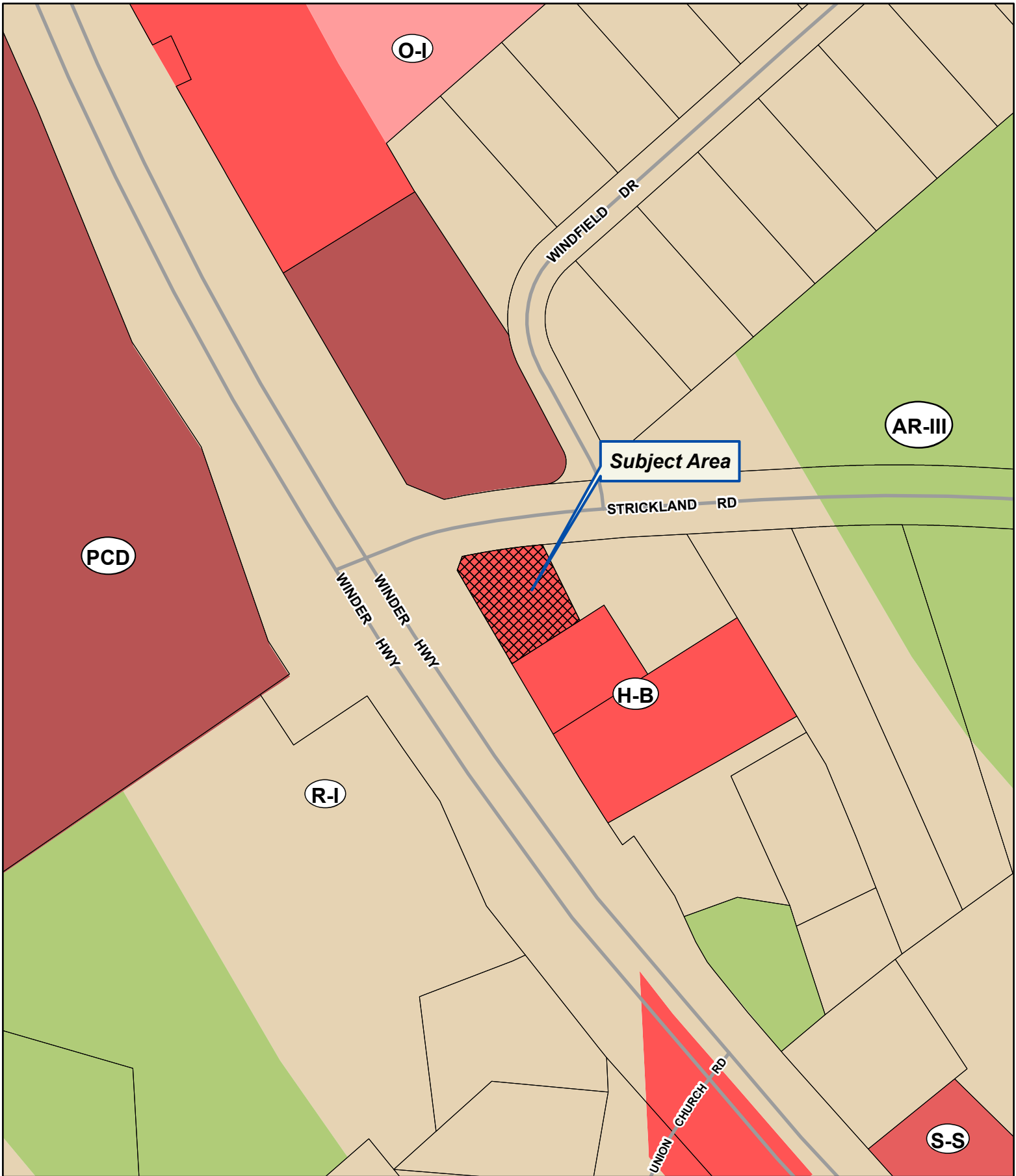
— Zoning Boundary

--- City Limits

▭ Subject Area







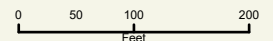
**Applicant:** BRADLEY COHRON

**Tax Parcel #:** 15037B000036B

**Location:** 4305 WINDER HIGHWAY, FLOWERY BRANCH, GA 30542

**Commission District 1**

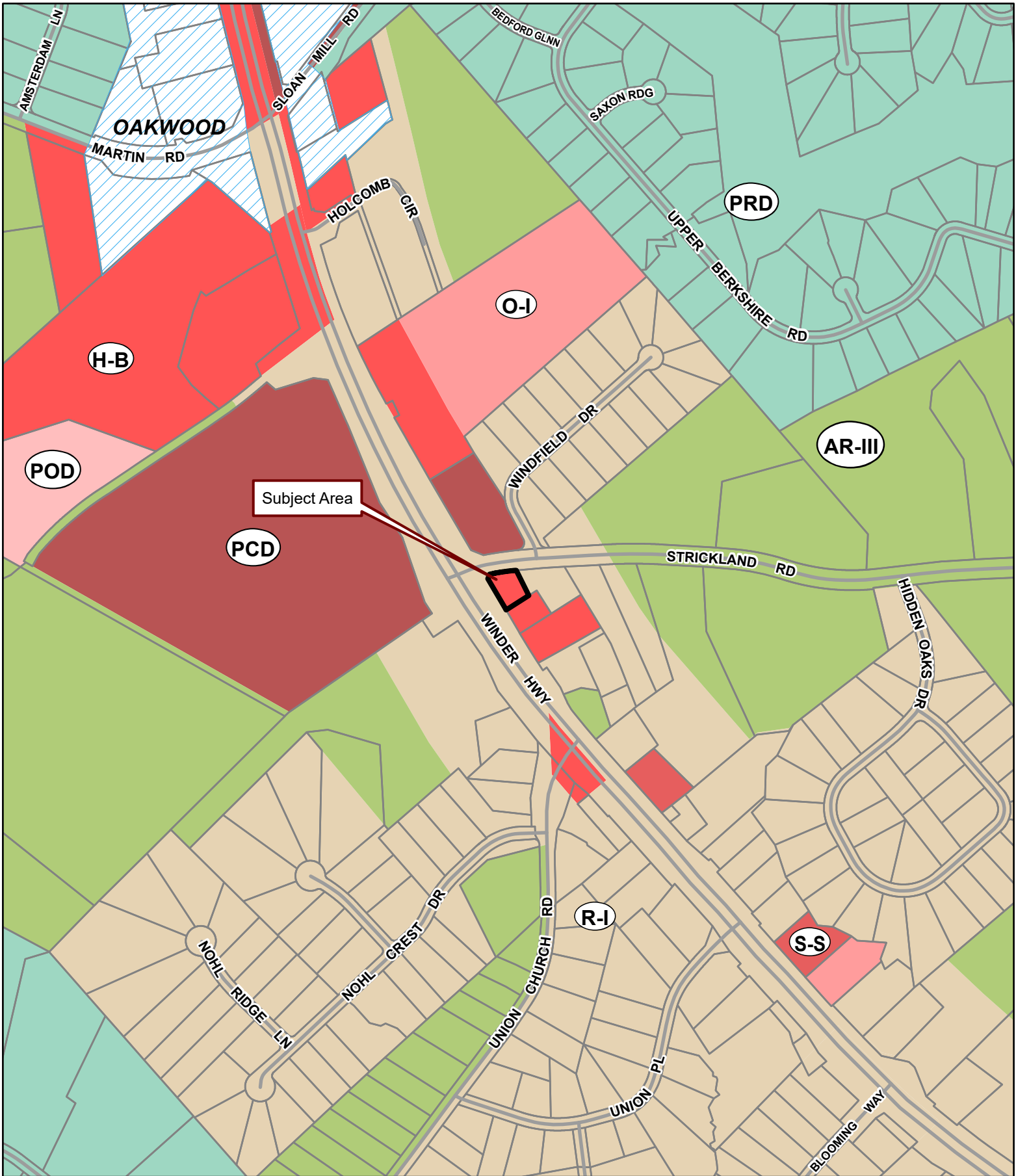
**PC Mtg. Date: 03/04/24**



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







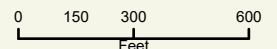
**Applicant:** BRADLEY COHRON





**Tax Parcel #:** 15037B000036B

**Location:** 4305 WINDER HIGHWAY, FLOWERY BRANCH, GA 30542

**Commission District 1**

**PC Mtg. Date: 03/04/24**



-  Zoning Boundary
-  City Limits
-  Subject Area
-  Structure





## Anael Dominguez (CDI: Planning)

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**From:** Emily McGahee (Environmental Health)  
**Sent:** Friday, January 26, 2024 11:49 AM  
**To:** Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)  
**Cc:** Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)  
**Subject:** HCPC Tentative Agenda 3.4.24

Please find Environmental Health comments below:

Item 1A/B, 3227 Manor Ridge, Kade Homes: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. Environmental Health performed a site visit to the subject property in December 2023 and informed the applicant of requirements to move forward. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made once required documents have been provided for review.

Item 2A/B, 4305 Winder Hwy, Cohron: Must meet all Environmental Health commercial septic system permitting requirements if property still served by existing septic system. A detailed business plan must be submitted to Hall County Environmental Health for review. Connection to public sewer may be required.

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](mailto: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)

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**From:** Chavers, Veronica E <VChavers@dot.ga.gov>  
**Sent:** Thursday, January 25, 2024 2:48 PM  
**To:** Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)  
**Subject:** RE: Tentative Planning Agenda for June March 4, 2024

You don't often get email from vchavers@dot.ga.gov. [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.

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**From:** Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>  
**Sent:** Thursday, January 25, 2024 1:38 PM  
**Subject:** Tentative Planning Agenda for June March 4, 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, March 4, 2024** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

**When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.**

Comments are due by **Thursday, February 1<sup>st</sup>**. Email comments to Randi ([rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)) and Ana ([adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)).

### **CALL TO ORDER**

### **AGENDA REVIEW**

### **APPROVAL OF MINUTES – February 19, 2024**

### **NEW BUSINESS**

1. [\(A\) 3227 Manor Ridge | Variance | 17.240.010. to reduce the right side yard setback from 10 feet to 4 feet | on a 0.37± acre tract located at the northwest corner of Manor Ridge, approximately 2,379 feet from its intersection with Montvale Drive | Zoned R-I; Tax Parcel 10047A000087 | Proposed Use: Residential addition and carport | \\* Commission District 2 | Kade Homes & Renovations, applicant](#)  
[\(B\) 3227 Manor Ridge | Variance | 17.240.010. to reduce the left side yard setback from 10 feet to 4 feet | on a 0.37± acre tract located at the northwest corner of Manor Ridge, approximately 2,379 feet from its intersection with Montvale Drive | Zoned R-I; Tax Parcel 10047A000087 | Proposed Use: Residential addition | \\* Commission District 2 | Kade Homes & Renovations, applicant](#) **No GDOT coordination required**
2. [\(A\) 4305 Winder Highway | Use Subject to County Commission Approval | on a 0.35± acre tract located on the east side of Winder Highway, at its intersection with Strickland Road | Zoned H-B \(GCOD\); Tax Parcel](#)



[15037B000036B | Proposed Use: Automobile repair and maintenance | \\*\\* Commission District 1 | Bradley Cohron, applicant \(B\) 4305 Winder Highway | Variance | 17.420.050. Non-residential property development standards | on a 0.35± acre tract located on the east side of Winder Highway, at its intersection with Strickland Road | Zoned H-B \(GCOD\); Tax Parcel 15037B000036B | Proposed Use: Automobile repair and maintenance | \\*\\* Commission District 1 | Bradley Cohron, applicant](#) **GDOT coordination required**

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

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, April 11, 2024**, at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

\*\*The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, April 11, 2024**. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

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



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



Hall County Government  
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
PUBLIC WORKS AND UTILITIES

MEMORANDUM

**To:** Randi Doveton, Director of Planning and Development

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

**From:** Bill Nash, Director of Public Works and Utilities

**Date:** January 31, 2024

t: 770.531.6800 | f: 770.531.3945

**Subject:** March 4, 2024 - Hall County Planning Commission Agenda

DIRECTOR  
Srikanth Yamala

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the March 4, 2024 meeting. Upon review, we provide the following comments.

**NEW BUSINESS**

PUBLIC WORKS AND  
UTILITIES DIRECTOR  
Bill Nash, P.E.

1. [\(A\) 3227 Manor Ridge | Variance | 17.240.010. to reduce the right side yard setback from 10 feet to 4 feet | on a 0.37± acre tract located at the northwest corner of Manor Ridge, approximately 2,379 feet from its intersection with Montvale Drive | Zoned R-I; Tax Parcel 10047A000087 | Proposed Use: Residential addition and carport | \\* Commission District 2 | Kade Homes & Renovations, applicant](#)  
[\(B\) 3227 Manor Ridge | Variance | 17.240.010. to reduce the left side yard setback from 10 feet to 4 feet | on a 0.37± acre tract located at the northwest corner of Manor Ridge, approximately 2,379 feet from its intersection with Montvale Drive | Zoned R-I; Tax Parcel 10047A000087 | Proposed Use: Residential addition | \\* Commission District 2 | Kade Homes & Renovations, applicant](#)
  - a. **Engineering:** No Comment
  - b. **Traffic:** No Comment
  - c. **Utilities:** No Comment
  
2. [\(A\) 4305 Winder Highway | Use Subject to County Commission Approval | on a 0.35± acre tract located on the east side of Winder Highway, at its intersection with Strickland Road | Zoned H-B \(GCOD\); Tax Parcel 15037B000036B | Proposed Use: Automobile repair and maintenance | \\*\\* Commission District 1 | Bradley Cohron, applicant](#)  
[\(B\) 4305 Winder Highway | Variance | 17.420.050. Non-residential property development standards | on a 0.35± acre tract located on the east side of Winder Highway, at its intersection with Strickland Road | Zoned H-B \(GCOD\); Tax Parcel 15037B000036B | Proposed Use: Automobile repair and maintenance | \\*\\* Commission District 1 | Bradley Cohron, applicant](#)
  - a. **Engineering:** No Comment
  - b. **Traffic:** No Comment
  - c. **Utilities:** Change of use may need to be permitted through GDOT for access to Winder Highway.



## Anael Dominguez (CDI: Planning)

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**From:** John Hornick (Fire Services)  
**Sent:** Thursday, February 1, 2024 10:25 AM  
**To:** Anael Dominguez (CDI: Planning)  
**Cc:** Randi Doveton (CDI: Planning)  
**Subject:** Fire Comment

**Monday, March 4, 2024** Hall County Planning Commission Meeting.

1. [\(A\) 4305 Winder Highway | Use Subject to County Commission Approval | on a 0.35± acre tract located on the east side of Winder Highway, at its intersection with Strickland Road | Zoned H-B \(GCOD\); Tax Parcel 15037B000036B | Proposed Use: Automobile repair and maintenance | \\*\\* Commission District 1 | Bradley Cohron, applicant](#)  
[\(B\) 4305 Winder Highway | Variance | 17.420.050. Non-residential property development standards | on a 0.35± acre tract located on the east side of Winder Highway, at its intersection with Strickland Road | Zoned H-B \(GCOD\); Tax Parcel 15037B000036B | Proposed Use: Automobile repair and maintenance | \\*\\* Commission District 1 | Bradley Cohron, applicant](#)

[The Hall County Fire Marshal's Office has no comments as proposed](#)

Regards,

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





# ZONING NOTICE

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

APPLICANT: BRADLEY COHRON

REQUEST:  
USE SUBJECT TO COUNTY COMMISSION APPROVAL  
FOR AUTOMOBILE REPAIR AND MAINTENANCE

IN GOOD PUBLIC HEARINGS WILL BE HELD ON: WITH VARIANCES

PLANNING COMMISSION

COUNTY COMMISSION

Date: MAR. 04, 2024

Date: APR. 11, 2024

Time: 5:15 PM

Time: 6:00 PM

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



# ZONING NOTICE

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

APPLICANT: BRADLEY COHRON

REQUEST: USE SUBJECT TO COUNTY COMMISSION

APPROVAL FOR AUTOMOBILE REPAIR AND MAINTENANCE PUBLIC HEARINGS WILL BE HELD ON: WITH VARIANCES  
PLANNING COMMISSION IN GCOD COUNTY COMMISSION

Date: MAR. 04, 2024

Date: APR. 11, 2024

Time: 5:15 P.M.

Time: 6:00 P.M.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809





## AGENDA ITEM

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

---

**REPORT TO:** Work Session (04/08/24)

**REPORT TO:** Voting Meeting (04/11/24)

**ITEM NO:** 161/2024

**SUBJECT:** **2455 Floyd Road | Rezone** | from Residential II (R-II) to Planned Residential Development (PRD) on a 5.74± acre tract located on the north side of Floyd Road, approximately 300 feet from its intersection with Barnes Drive | Zoned R-II, Tax Parcel 15022 000037 | **Proposed Use: 44-unit townhome development** | Commission District 4 | **Jason Dye, applicant**

---

#### Meetings:

**Work Session Date:** 04/08/24

**Voting Meeting Date:** 04/11/24

#### Executive Summary:

**Presenter:** BG

**Recommendation:**

Approval, with conditions:

1. The property shall be developed in accordance with the site plan submitted on February 9, 2024, and as described in the project narrative submitted on October 19, 2023, and addendum dated February 9, 2024, 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 44 units.
3. All residences and services within the development shall connect to the public sidewalk along Floyd Road by internal sidewalks no less than five (5) feet in width.
4. The minimum heated floor area (HFA) of each townhome unit shall be 993 square feet and each duplex unit shall be 870 square feet.
5. Final review and approval of building elevations is subject to the Planning and Zoning Administrator, or their designee.
6. 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.
7. All parking areas shall be accessed via internal drives and roads only. No parking shall be accessed directly from Floyd Road.
8. All signs shall comply with the underlying sign code requirements listed in 17.270 sign standards. All signage must be permitted.
9. All amenities depicted in the site plan submitted on February 9, 2024, are to be constructed within the development. The children's playground and covered shelter shall be constructed within the proposed playground area before 50% of the certificates of occupancy are issued for the entire development.
10. All conditions of zoning shall be made part of any plats created for the subdivision.
11. No variances to Planned Residential Development (17.180.060) standards are granted other than those approved herein.
12. The project shall be built in a single phase.

**Purpose of Request:**

**History:**



**2455 Floyd Road | Rezone** | from Residential II (R-II) to Planned Residential Development (PRD) on a 5.74± acre tract located on the north side of Floyd Road, approximately 300 feet from its intersection with Barnes Drive | Zoned R-II, Tax Parcel 15022 000037 | **Proposed Use: 44-unit townhome development** | Commission District 4 | **Jason Dye, 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
<b>Clerk</b>			
JR			

**Attachments:**

- Board Memo
- Recommendation Report
- Application
- Narrative Addendum
- Narrative
- Updated Site Plan
- Original Site Plan
- Maps
- Updated Renderings
- Original Rendering
- Deed
- City of Gainesville Annexation Waiver
- Environmental Health Comments
- GDOT Comments
- Public Works Comments
- Fire Comments
- Townhall Meeting Sign in Sheet
- Notice Sign Photo



# Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND DEVELOPMENT  
DIRECTOR  
Randi Doveton

ASSISTANT DIRECTOR  
Beth Garmon

**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:** March 25, 2024

**Subject:** **2455 Floyd Road | Rezone** | from Residential II (R-II) to Planned Residential Development (PRD) on a 5.74± acre tract | **Proposed Use: 44-unit townhome development** | **Jason Dye, applicant.**

---

The request before you is the request of Jason Dye to rezone from Residential II (R-II) to Planned Residential Development (PRD) to allow a 44-unit townhome development. This item is located within Commission District 4.

At their March 4, 2024 meeting, the Hall County Planning Commission voted to recommend approval with twelve (12) conditions **(3-2, Pilcher and Sosebee opposed)**.

Staff recommendation: **Denial**, as the development exceeds the one dwelling unit per acre recommended for the Rural Residential future land use classification in the [Comprehensive Plan](#).

**Public Comment:**

- There were **no comments submitted** in advance of the Planning Commission meetings
- December 18, 2023 HCPC: **Three (3)** people spoke in opposition during the public hearing.
- January 12, 2024 Town Hall Meeting: **Fifty-five (55)** people attended the meeting (per the submitted sign-in sheet).
- February 19, 2024 HCPC: **Five (5)** people spoke in opposition during the public hearing.

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

**Planning Commission Conditions:**



1. The property shall be developed in accordance with the site plan submitted on February 9, 2024, and as described in the project narrative submitted on October 19, 2023, and addendum dated February 9, 2024, 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 44 units.
3. All residences and services within the development shall connect to the public sidewalk along Floyd Road by internal sidewalks no less than five (5) feet in width.
4. The minimum heated floor area (HFA) of each townhome unit shall be 993 square feet and each duplex unit shall be 870 square feet.
5. Final review and approval of building elevations is subject to the Planning and Zoning Administrator, or their designee.
6. 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.
7. All parking areas shall be accessed via internal drives and roads only. No parking shall be accessed directly from Floyd Road.
8. All signs shall comply with the underlying sign code requirements listed in 17.270 sign standards. All signage must be permitted.
9. All amenities depicted in the site plan submitted on February 9, 2024, are to be constructed within the development. The children's playground and covered shelter shall be constructed within the proposed playground area before 50% of the certificates of occupancy are issued for the entire development.
10. All conditions of zoning shall be made part of any plats created for the subdivision.
11. No variances to Planned Residential Development (17.180.060) standards are granted other than those approved herein.
12. The project shall be built in a single phase.

**HALL COUNTY PLANNING COMMISSION  
RECOMMENDATION REPORT**

**Applicant** ..... Jason Dye

**Request** ..... Rezone from Residential-II (R-II, [17.80](#)) to Planned Residential Development (PRD, [17.180.060](#))

**Proposed Use** ..... 44-unit townhome development

**Size** ..... 5.51± acres

**Zoning** ..... Current Residential-II (R-II, [17.80](#)) | Proposed Planned Residential Development (PRD, [17.180.060](#))

**Location** ..... **2455 Floyd Road** | Tax Parcel 15022 000037

**Commission District** ..... Four

**Planning Commission Date** ..... February 19, 2024

**Staff Recommendation** ..... **Denial**, as the development exceeds the one dwelling unit per acre recommended for the Rural Residential future land use classification in the [Comprehensive Plan](#).

**Planning Commission Recommendation**.....**Approval, with conditions**  
**Vote: 3-2 (Pilcher & Sosebee opposed)**

**Planning Commission Conditions:**

1. The property shall be developed in accordance with the site plan submitted on February 9, 2024, and as described in the project narrative submitted on October 19, 2023, and addendum dated February 9, 2024, 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 44 units.
3. All residences and services within the development shall connect to the public sidewalk along Floyd Road by internal sidewalks no less than five (5) feet in width.
4. The minimum heated floor area (HFA) of each townhome unit shall be 993 square feet and each duplex unit shall be 870 square feet.



5. Final review and approval of building elevations is subject to the Planning and Zoning Administrator, or their designee.
6. 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.
7. All parking areas shall be accessed via internal drives and roads only. No parking shall be accessed directly from Floyd Road.
8. All signs shall comply with the underlying sign code requirements listed in 17.270 sign standards. All signage must be permitted.
9. All amenities depicted in the site plan submitted on February 9, 2024, are to be constructed within the development. The children's playground and covered shelter shall be constructed within the proposed playground area before 50% of the certificates of occupancy are issued for the entire development.
10. All conditions of zoning shall be made part of any plats created for the subdivision.
11. No variances to Planned Residential Development (17.180.060) standards are granted other than those approved herein.
12. The project shall be built in a single phase.

**Staff Recommended Conditions:**

1. The property shall be developed in accordance with the site plan submitted on October 19, 2023, and as described in the project narrative submitted on October 19, 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 44 units.
3. All residences and services within the development shall connect to the public sidewalk along Floyd Road by internal sidewalks no less than five (5) feet in width.
4. The minimum heated floor area (HFA) of each residential unit shall be 1,350 square feet.
5. Final review and approval of building elevations is subject to the Director of Community Development and Infrastructure, or their designee.
6. 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.

7. All parking areas shall be accessed via internal drives and roads only. No parking shall be accessed directly from Floyd Road.
  8. All signs shall comply with the underlying sign code requirements listed in 17.270 sign standards. All signage must be permitted.
  9. All amenities depicted in the site plan submitted on 10/19/2023 are to be constructed within the development. The children's playground and covered shelter shall be constructed within the proposed playground area before 50% of the certificates of occupancy are issued for the entire development.
  10. All conditions of zoning shall be made part of any plats created for the subdivision.
  11. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County.
- 

**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.4.a.](#) Lot Area
  - For a one-story multi-family residence and/or townhouse with the minimum three attached single-family units, the minimum lot area standard of 35,000 square feet will apply.
  - For each additional unit in a one-story multi-family residence and/or townhouse over three units, the minimum additional lot area standard of 5,000 square feet will apply.
    - The applicant has proposed 44 townhomes which would require a total of 360,000 square feet. The applicant has proposed this development on a total of 240,015 square feet.
- [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 front yard setback, which deviates from the standard.
  - Minimum side yard setback from the property line of 10 feet.
    - The applicant has proposed a 40 foot side yard setback, which meets the standard.
  - Minimum rear yard setback from the property line of 20 feet.
    - The applicant has proposed a 40 foot rear yard setback, which meets the standard.
- [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 has proposed a planted buffer of 40 feet, made up of existing and supplemental vegetation, which deviates from the standard.
  - The applicant has proposed the installation of a privacy fence to supplement the planted buffer.
- [17.180.060.B.9.a](#) Building materials.
    - All facades of all residences, including single-family, two-family, and/or multi-family, and any non-residential buildings shall be finished with brick, stone, stucco, wood siding, wood shakes, or fiber cement type siding. The front facades shall incorporate changes in building material, texture, and/or color. Vinyl siding on all residential and non-residential buildings shall be prohibited.
      - The sample elevations of the townhome styles that were provided in the application indicate that the townhomes will not incorporate changes in building material, texture, and/or color, which deviates from the standard.

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**January 16, 2024 Public Forum:**

*There were no comments in support or opposition.*

**February 19, 2024 Public Forum:**

**Jonathan Rucker, 6422 Flat Rock Drive, Flowery Branch**, spoke in opposition. Concerns were affordable housing, displacement, housing shortage, and lack of monetary gain.

**Angela Middleton, 2836 Gaines Mill Road, Gainesville**, spoke in opposition. Concerns were debt, assistance in relocation, inflated rent, and stipend.

**Willie Lipscomb, 3673 Maple Valley Drive, Buford**, spoke in opposition. Concerns were trailer relocations, notices, and communication.

**Garnet Bailey, 3610 Gaines Mill Road, Gainesville**, spoke in opposition. Concerns were relocation fees, forcing people out, old trailers, and homelessness.

**Rickey Holland, 560 Queen City Parkway, Gainesville**, spoke in opposition. Concerns were being forced out, raising rent, accountability, relocation, and homelessness.

**December 18, 2023 Public Forum:**

**Rickey Holland, 2455 Floyd Road, Gainesville**, spoke in opposition. Mr. Holland stated that he had lived in the community for many years and found it to be a good place to live, free of crime. He stated that he owns his home and rents the lot. He was not approached by the developer regarding the project.

**Felicia Howard, 2423 Floyd Road, Gainesville**, spoke in opposition. She lives adjacent to the subject property. She is concerned about an increase in taxes. The area is safe and enjoyable.

**Shannon Howard, 2423 Floyd Road, Gainesville**, spoke in opposition. She stated that there is a creek at the back of the property that leads into a pond, not a cesspool. There are multiple subdivisions being developed around their property. She would like for the homes to be priced accordingly to the community.

**Summary Analysis**

The applicant is requesting to rezone 5.51± acres of property zoned Residential-II (R-II, [17.80](#)) to Planned Residential Development (PRD, [17.180.060](#)) for the purpose of constructing a 44-unit townhome development with a gross density of 7.99± units per acre.

The project narrative states that the proposed residences will range from 1,350 square feet to 1,550 square feet. The development would consist of twenty-four (24) three-bedroom units and twenty (20) two-bedroom units. As part of the application materials, the applicant has provided two renderings to illustrate the style of homes proposed for the development. The townhomes will feature board and batten cementitious panels, cementitious siding, architectural asphalt shingle roofing, and metal accents on select awnings. 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; the proposed renderings do not meet this requirement. The applicant has not identified this as a variance request from the PRD standards; however, a variance must be granted or the homes must comply with [17.180.060\(B\)\(9\)](#) at the time of permitting. Each unit will feature a front porch and a rear patio. The townhomes will not include garages.

The submitted site plan shows three separate access points to serve the development. The main access point stems from Floyd Road, which will serve the residences and the common parking area. The other two access points are located via a 30-foot gravel easement; one is a gated emergency-only entrance and the other serves as a utility access point for the bio-retention pond, community dumpster, and lift station. The applicant has not indicated any intention to pave the gravel drive. The Hall County Fire Marshal has provided comments that modifications may be needed to buildings 400, 600, and 700 in order to obtain an approved route for a fire apparatus in order to meet fire code.

The submitted site plan includes an interconnected parking area to serve the development with ninety-six parking spaces designated for residences and an additional three short term parking spaces reserved for the development’s cluster mailbox unit (CBU). The development will include five foot wide concrete sidewalks that will connect the existing sidewalk along Floyd Road to the residences, the community dumpster, the cluster mailbox unit (CBU), and the playground area.

The narrative and site plan indicate that a monument-style sign will be constructed at the main entrance at Floyd Road. Per county sign regulations, residential sign area is determined by the number of lots within a development. Based on the application materials, the development will be limited to a monument sign that has a sign area no greater than 20 square feet. No signage renderings have been included in the submitted plans.

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 ( <a href="#">17.180.060</a> )	Proposed Development
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Site Area	5 acre minimum	5.51± acres
Number of Units	See min. Density and Lot Area	44 attached townhouse units
Density	5.32 units per acre	7.99 units per acre*
Min. Lot Area (Townhomes) *35,000 sqft per 3 attached + 5,000 sqft for each additional unit	360,000 sq. ft.	240,015 sq. ft.
Max. Building Height	–	Two stories
Min. Open Space	30%	30.77%
Exterior Buffer	50 feet	40 feet*
Front Setback (Internal)	25 feet	20 feet*
Side Setback	5 feet	40 feet
Rear Setback (Internal)	20 feet	40 feet
Parking	2 spaces for each dwelling unit ( <a href="#">17.250.020</a> )	2.18 spaces per each dwelling unit
Min. Heated Floor Space	–	1,350 square feet (2-bedroom) 1,550 square feet (3-bedroom)
Garage – % of front façade	50% of the width of the townhome unit	No garages
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 <a href="#">17.180.060</a> .		

Proposed amenities for the development include a playground area and an adjacent shelter. No details or renderings have been provided for either amenity. The playground area and shelter will be located near the northwestern corner of the development, adjacent to the stormwater management pond and cluster mailbox unit (CBU).

Per the submitted narrative, water and sanitary sewer will be provided by the City of Gainesville. The availability of these services was confirmed in a letter dated November 7, 2023 with the contingency of the property obtaining an annexation requirement waiver. The development received approval for the waiver of the annexation requirement for connection to Gainesville City’s sanitary sewer system from Mayor W. Samuel Couvillon on November 7, 2023. Additionally, the Hall County Engineering Department has provided comments regarding the need for a stormwater management report to be conducted.

Several variances have been identified as part of this request; therefore, any deficiencies identified as part of the plan will be required to comply with the requirements of the PRD unless granted by the board in the conditions of approval.

The property is currently developed with a mobile home park that consists of twenty-two mobile home connections, two single-family residences, and a wastewater treatment pond. The property features a 30-foot gravel access easement along the eastern property line that connects to an adjacent property to the north.

**Based on the future land-use plan, staff finds the requested zoning designation *not consistent* with the Hall County [Comprehensive Plan](#) future land use designation of “Rural Residential”.** This land use category is characterized by low-density single-family residences and agricultural uses. The intent of this character area is to preserve the established residential/rural character and create a transition between rural areas and residential areas. Future development will continue to be detached, single-family homes at low densities. The subject parcel also falls within the Neighborhood Revitalization Area Morningside Heights. This area has been identified as a traditionally underserved community and the Neighborhood Revitalization aims to implement several actions for the betterment and preservation of this neighborhood. The Rural Residential designation envisions a maximum density of 1 dwelling unit per 1-1.5 acres, lower than the maximum density requirement within a Planned Residential Development (PRD, [17.180.060](#)) of 5.32 dwelling units per acre as regulated by minimum lot area. The development has proposed a density of 7.99 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 7.99± units per acre. The surrounding area consists primarily of low- and medium-density residential uses. However, the adjacent parcel to the north and east is a Planned Unit Development district, currently being developed with single-family and multi-family residences.**
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, Residential-II (R-II, [17.80](#)), and is developed with manufactured homes and two single-family residences.**
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, 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 the installation of pedestrian-friendly infrastructure and the City of Gainesville 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 not consistent with the Comprehensive Plan and the "Rural Residential" land use designation. Density is envisioned to be a maximum of one dwelling unit per 1-1.5 acres. The proposed development has an overall density of 7.99± units per acre. The subject parcel is also within the Morningside Heights Neighborhood revitalization area, in which the goal is to align development with the current, low-density pattern.**
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 developed with a manufactured home development.**
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions that affect the use and development of the property.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning is a Planned Residential Development (PRD, [17.180.080](#)). Per the Official Code of Hall County, Planned Development Districts ([17.180](#)) are to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment. The proposed density is higher than that found on surrounding properties.**
12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The proposed density is higher than that found on immediately surrounding properties, but in general the use does not appear to be out of scale with the needs of the County as a whole, as there is a need for additional 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, though the development as proposed cannot be developed in any of the existing residential or multi-family districts.**
15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **The request could not be handled alternatively as a variance.**

16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process and as a result are subject to local, state, and federal regulations. As a result, there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

**A Planned Residential Development (PRD, [17.180.080](#))** allows for more flexibility in the design and development of the property. This provides for a mixture of housing types and encourages maximum use of natural features through proper site planning measures. The development should conform to the existing character and development pattern of the surrounding area.

### **17.380.050. - Submission requirements for a rezoning request**

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in [chapter 17.30](#) to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
  1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **Proposal 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 does meet the requirement. The applicant has provided a site plan and included much of the necessary information to properly assess the development. However, information about adjacent parcels is limited.**
- 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. **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 November 15, 2023, Emily McGahee stated “All components of the existing wastewater disposal system must be properly decommissioned per Regulations. Please contact the Environmental Protection Division of the Department of Natural Resources for requirements. The entire development must be developed on public or EPD permitted sewer/septic system. No onsite sewage management systems to be permitted by Environmental Health.”

#### **Hall County Fire Marshal**

In an email dated November 16, 2023, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated the following:

##### **503.1.1 Buildings and facilities. International Fire Code 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 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.

**Access to buildings 400, 600 and 700 do not appear to meet the above code requirement. Building length may have to be modified to meet fire code.**

#### **Hall County Public Works and Utilities**

In a memorandum from Public Works and Utilities dated November 20, 2023, Bill Nash, Director, stated the following:

##### **Engineering:**

This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

##### **Traffic:**

No comment

##### **Utilities:**

City of Gainesville Sewer District.

#### **Georgia Department of Transportation**

In an email dated November 16, 2023, Veronica Chavers, D1TO Civil Engineer 3, stated “No GDOT coordination required.”

➤ Excerpts from the minutes of the **December 18, 2023** meeting

**Applicant's Presentation:**

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

**Justin Crighton, 355 Oneta Street, Athens**, presented the request. The current use of the property is a mobile home park, and construct 44 townhomes. The development has approval from City of Gainesville Water Resources for public water and sewer.

**Public Forum:**

**Rickey Holland, 2455 Floyd Road, Gainesville**, spoke in opposition. Mr. Holland stated that he had lived in the community for many years and found it to be a good place to live, free of crime. He stated that he owns his home and rents the lot. He was not approached by the developer regarding the project.

**Felicia Howard, 2423 Floyd Road, Gainesville**, spoke in opposition. She lives adjacent to the subject property. She is concerned about an increase in taxes. The area is safe and enjoyable.

**Shannon Howard, 2423 Floyd Road, Gainesville**, spoke in opposition. She stated that there is a creek at the back of the property that leads into a pond, not a cesspool. There are multiple subdivisions being developed around their property. She would like for the homes to be priced accordingly to the community.

**Planning Commission Comments:**

Mr. Braswell asked if the townhomes would be rentals, and Mr. Hunt asked about the expected rent. Mr. Crighton answered that they would, and rent would be \$1,800 to \$2,000. Mr. Crighton also stated that the owner of the mobile home park, **Stephanie Robinson, 3065 Holcomb Bridge Road, Suite A2, Greenleaf** acknowledged that the project budget does allow for the property owner to relocate the mobile homes to another park. Mr. Sosebee asked where the other parks are located that the homes may be moved to. Mr. Varner stated that he could not support the application due to the lack of transparency and consideration of the community. Ms. Pilcher stated that there may be mobile homes that could not be moved due to age or condition. Mr. Sosebee suggested discussing the relocation of homes with the residents and the options available to them. Mr. Varner suggested that the request be tabled to allow time to meet with the community. Mr. Braswell recommended consideration of the road and emergency access.

**Motion:** *A motion was made to table to January 16, 2024 by Mr. Varner and seconded by Mr. Hunt. Vote: 5-0*

➤ Excerpts from the minutes of the **February 19, 2024** meeting

**Applicant's Presentation:**

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

**Stephanie Robinson, 3081 Holcomb Bridge, Norcross**, presented the request.



**Josh Friedensohn, 3081 Holcomb Bridge, Norcross**, presented the request.

**Justin Creighton, 355 First Street, Athens**, presented the request. The applicant stated that the town hall meeting helped adjust the application. The applicant stated that the homes on the property are near the end of their life cycle. The applicant stated that the reduced footprints will provide more attainable housing by reducing rental costs. The applicant stated that there would be a 40 foot planted buffer with a 6 foot privacy fence around the perimeter with increased parking.

**Public Forum:**

**Jonathan Rucker, 6422 Flat Rock Drive, Flowery Branch**, spoke in opposition. Concerns were affordable housing, displacement, housing shortage, and lack of monetary gain.

**Angela Middleton, 2836 Gaines Mill Road, Gainesville**, spoke in opposition. Concerns were debt, assistance in relocation, inflated rent, and stipend.

**Willie Lipscomb, 3673 Maple Valley Drive, Buford**, spoke in opposition. Concerns were trailer relocations, notices, and communication.

**Garnet Bailey, 3610 Gaines Mill Road, Gainesville**, spoke in opposition. Concerns were relocation fees, forcing people out, old trailers, and homelessness.

**Rickey Holland, 560 Queen City Parkway, Gainesville**, spoke in opposition. Concerns were being forced out, raising rent, accountability, relocation, and homelessness.

**Planning Commission Comments:**

Mr. Braswell questioned why the residents were given a form weeks after the town hall meeting with a short turnaround. Mr. Creighton stated that he wasn't sure about the dates that the notices were distributed but they gave the residents several options. Mr. Braswell questioned the current lease terms. Ms. Robinson stated that there were currently no month-to-month leases, but all of them expire throughout 2024 with an option to start month-to-month leases. Ms. Robinson stated that notices were first sent out to residents February 1<sup>st</sup> with a deadline of February 12<sup>th</sup>. Mr. Braswell questioned the rental rate with the size of the units decreasing. Mr. Creighton stated that it was previously planned to be \$1,000 to \$1,200. Ms. Robinson stated that if the residents choose to move the mobile homes to a sister property, it will be done at the expense of Greenleaf with set up included. The residents will only have to pay a transfer fee for utilities. Mr. Hunt questioned which homes can be moved. Ms. Garmon stated it depended on an inspection. Mr. Sosebee questioned if the applicants have experienced this situation before. Ms. Robinson stated this was the first time. Mr. Friedensohn stated that Greenleaf has been a part of affordable housing in the county. Mr. Varner stated that the cost of living in the development wouldn't allow people to stay in the community. Mr. Friedensohn stated that the property is reaching the end of its life cycle and it needs to remain usable. Mr. Braswell stated that developing in an area that already has existing tenants needs to keep in mind the human element. Mr. Varner stated the importance of the rental rates for the homes.

***Motion: A motion to table to March 4, 2024 was made by Mr. Varner and seconded by Mr. Sosebee. Vote: 5-0***

- Excerpts from the minutes of the **March 4, 2024** meeting

**Applicant's Presentation**

**Katie Greenway, Principal Planner**, presented a summary of the request. Ms. Greenway reminded Mr. Braswell that public comment for this application was closed at the February 19, 2024 meeting.

**Justin Crighton, 355 Oneta Street, Athens**, presented the request. The applicant stated that the revised site plan will be cost effective and blends with the character of the area. The applicant stated that once the development is complete, Greenleaf is offering to rent units to the current tenants for \$1,200 a month.

**Public Forum:**

*There were no comments in support or opposition.*

**Planning Commission Comments:**

Mr. Braswell questioned the construction phase of the development. The applicant stated that it would be developed in one phase.

***Motion: A motion to approve, with conditions was made by Mr. Varner and seconded by Mr. Hunt. Vote: 3-2***

***Braswell – aye***

***Hunt – aye***

***Varner – aye***

***Pilcher – nay***

***Sosebee – nay***

***Conditions:***

1. The property shall be developed in accordance with the site plan submitted on February 9, 2024, and as described in the project narrative submitted on October 19, 2023, and addendum dated February 9, 2024, 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 44 units.
3. All residences and services within the development shall connect to the public sidewalk along Floyd Road by internal sidewalks no less than five (5) feet in width.
4. The minimum heated floor area (HFA) of each townhome unit shall be 993 square feet and each duplex unit shall be 870 square feet.
5. Final review and approval of building elevations is subject to the Planning and Zoning Administrator, or their designee.
6. 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.



7. All parking areas shall be accessed via internal drives and roads only. No parking shall be accessed directly from Floyd Road.
8. All signs shall comply with the underlying sign code requirements listed in 17.270 sign standards. All signage must be permitted.
9. All amenities depicted in the site plan submitted on February 9, 2024, are to be constructed within the development. The children's playground and covered shelter shall be constructed within the proposed playground area before 50% of the certificates of occupancy are issued for the entire development.
10. All conditions of zoning shall be made part of any plats created for the subdivision.
11. No variances to Planned Residential Development (17.180.060) standards are granted other than those approved herein.
12. The project shall be built in a single phase.



## ZONING APPLICATION

**Applicant (Name & Mailing Address)**

**Property Owner (Name & Mailing Address)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_ Phone \_\_\_\_\_

Email Address \_\_\_\_\_ Email Address \_\_\_\_\_

Proposed Use \_\_\_\_\_

**Contact Person (Name & Mailing Address)**

**Status of Applicant**

**Requested Action**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Tax Parcel Number \_\_\_\_\_

Location Address \_\_\_\_\_

Owner Existing Zoning: \_\_\_\_\_

Option to Purchase Rezone to: \_\_\_\_\_

Area Resident Fee:\$ \_\_\_\_\_

Other Receipt #: \_\_\_\_\_

Check #: \_\_\_\_\_

Acreeage \_\_\_\_\_

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

Sign Jason Dye \_\_\_\_\_ 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



**AUTHORIZATION OF PROPERTY OWNERS**

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

Name of owner(s) Greenleaf Investment Partners L051, LLC- Josh Friedensohn  
Address 3081 Holcomb Bridge Road, Suite A2  
Norcross, GA 30071  
Phone Number (404) 386-2577

Name of applicant(s) Jason Dye  
Address 355 Oneta St Suite D100  
Athens, GA. 30601  
Phone Number (615) 545-5049


**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.**

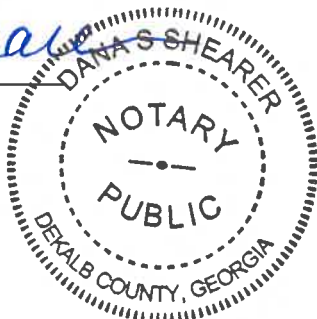
**I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.**

Signature of Owner(s) 

Personally appeared before me  
Joshua A. Friedensohn

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

  
Notary Public  
expires 5/8/2027



10/16/2023  
Date

**ASSIGNMENT AND ASSUMPTION OF  
PURCHASE AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT (this “Assignment”) is made and entered into effective as of March 11, 2019 by and between GREENLEAF CAPITAL PARTNERS, LLC (as indicated in that certain First Amendment to Purchase Agreement, dated January 15, 2019; the “Original Buyer”) and GREENLEAF INVESTMENT PARTNERS L051, LLC, a Georgia limited liability company (“the “New Buyer”) (collectively, the “Parties”), as follows:

WHEREAS, Original Buyer entered into that certain Purchase Agreement with Traywood Properties, LLC, a Georgia limited liability company, dated December 13, 2018, as amended by that certain First Amendment to Purchase Agreement, dated January 15, 2019 (as amended, the “Agreement”);

WHEREAS, Original Buyer now desires to transfer and assign all of Original Buyer’s rights and obligations under the Agreement to New Buyer, and New Buyer desires to assume all such rights and obligations.

NOW, THEREFORE, for Ten and No/100 (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

Original Buyer hereby transfers and assigns all of Original Buyer’s rights and obligations under the Agreement to New Buyer.

New Buyer hereby assumes all of Original Buyer’s rights and obligations under the Agreement.

*[SIGNATURES APPEAR ON FOLLOWING PAGE]*



IN WITNESS WHEREOF, the Parties have signed and sealed this Assignment effective as of the date first above written.

ORIGINAL BUYER:

**GREENLEAF CAPITAL PARTNERS, LLC,**  
a Georgia limited liability company

By:  \_\_\_\_\_ (SEAL)  
James David Codrea, Jr., manager

NEW BUYER:

**GREENLEAF INVESTMENT PARTNERS,  
L051, LLC,** a Georgia limited liability company

By: Greenleaf Investment Partners L006, LLC, a  
Georgia limited liability company, its Manager

By: Greenleaf Capital Partners, LLC, a Georgia  
limited liability company, its Manager

By:  \_\_\_\_\_ (SEAL)  
Joshua Arthur Friedensohn, manager

## CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

---

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

I have\*\*  I have not

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

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

Name of Official(s): \_\_\_\_\_

Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

Date of Contribution: \_\_\_\_\_

Applicant's/Owner's Signature: \_\_\_\_\_

Date: 10-2-23

Applicant's/Owner's Name (Printed): Josh Friedensohn



## 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.

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---

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

I have\*\* \_\_\_\_\_ I have not \_\_\_\_\_

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

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

Name of Official(s): \_\_\_\_\_

Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

Date of Contribution: \_\_\_\_\_

Applicant's/Owner's Signature: Jason Dye

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

Applicant's/Owner's Name (Printed): \_\_\_\_\_



February 9, 2024

### Addendum to Project Narrative for 2455 Floyd Road

**LOCATION:** 2455 FLOYD ROAD  
**PARCEL:** 15022 000037  
**ACERAGE:** 6.93 ACRES  
**APPLICANT:** Greenleaf Investment Partners, LLC

#### SUMMARY

After the input received from the community at the town hall held on January 12, 2024, and consideration about the character of the existing neighborhood, we respectfully submit the included revised site plan. The most visible units have been rethought to reflect the existing single family development pattern in the neighborhood. The townhomes have been redesigned to make each unit more affordable. The revised site plan includes:

- 8 One-story duplexes will front Floyd Rd.
  - 2 bed 2 bath units
  - 870 heated sq. ft.
  - Hardie plank or equivalent lap siding and shingle accented facades
- 36 Two-story Townhome units
  - 2 Bed 2.5 bath units
  - 993 heated sq. ft.
  - Hardie plank or equivalent lap siding and shingle accented facades
- 2.6 Parking Spaces per unit are provided.
- 60% open space
- Playground and pavilion
- Public water and Sewer service
- 40' landscaped buffer with 6' privacy fence

Additionally, most of the existing residents have reached an agreement with ownership on terms for their relocation. The owners are committed to reaching an agreement with all current residents of the Barnes Mobile Home Park on or before the scheduled planning commission meeting on February 19<sup>th</sup>, 2024.

**END OF ADDENDUM**





October 19, 2023

### Project Narrative for 2455 Floyd Road

**LOCATION:** 2455 FLOYD ROAD  
**PARCEL:** 15022 000037  
**ACERAGE:** 6.93 ACRES  
**APPLICANT:** GREENLEAF INVESTMENT PARTNERS L051, LLC

#### SUMMARY

The accompanying application requests a rezoning from AR-IV to PRD for the 6.93-acre subject property to redevelop an existing mobile home park located at 2455 Floyd Road. The proposal is to develop 44 units of quality build-to-rent housing under Hall County's PRD (Planned Residential Development) District. The proposed use is consistent with Hall County's Comprehensive Plan for "residential" use and appropriate for Hall County's Planned Residential Development (PRD) District and for this location. Completion of this development is anticipated by Q4 of 2026.

#### SITE DESCRIPTION

The parcel has primary access from Floyd Road with approximately 425 LF of frontage. An existing unpaved road within a 30' easement lies to the subject property's southeast (variously identified as Floyd Lane, Bob Alley, Road, and John Brown Road). The site is developed as a mobile home park with two (2) single family homes and connections for up to 22 mobile homes. There is a wastewater treatment pond located at the rear of the parcel. There are no wetlands, floodplains, or jurisdictional creeks or streams on subject property. Domestic water supply will be provided by The City of Gainesville and is in the previously described Floyd Lane easement a The City of Gainesville will also provide sanitary sewer service to replace the existing on-site treatment facility. All other utilities are located within a reasonable distance for service extensions. There are no known site impediments to the property's successful development as a multi-family residential build-to-rent development.

#### ADJACENCIES

The property is surrounded to the north, east and west by undeveloped wooded areas zoned AR-IV, AR-IV/PUD inside the City of Gainesville. There are single-family residences to the south, across Floyd Road, zoned AR-IV.

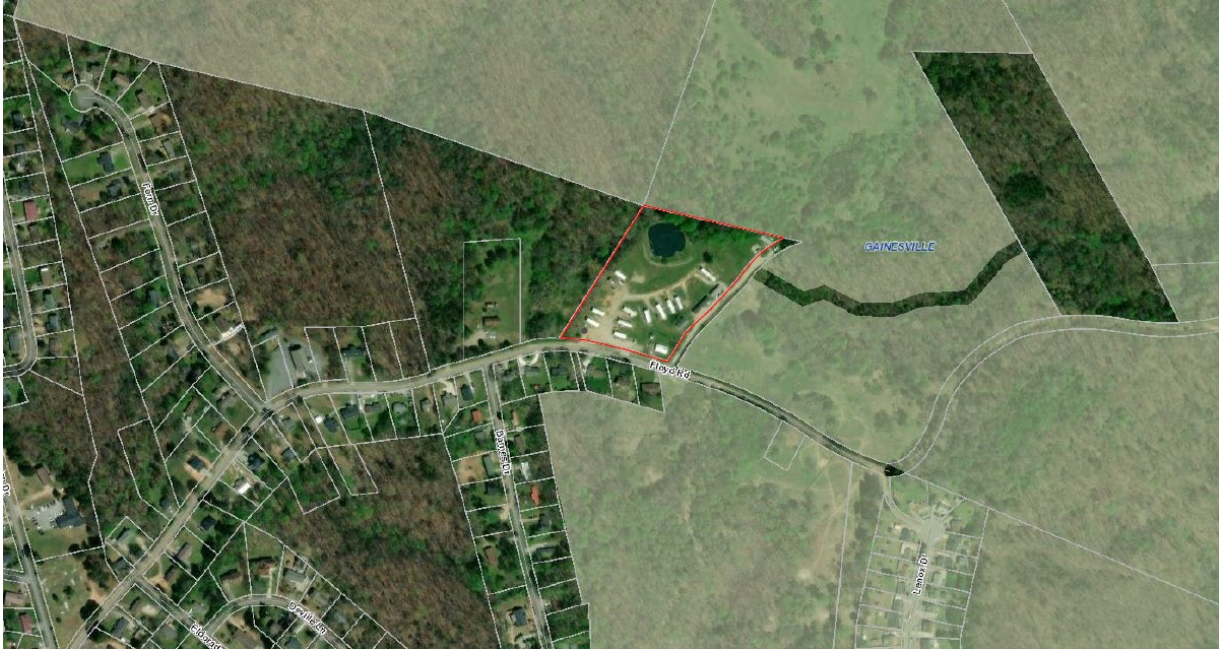
#### ACCESS

Main access to the property is proposed from Floyd Road. We are also proposing gated emergency-only access from Floyd Lane.

#### PROXIMITY TO OTHER USES

- Nearest distance to developed commercial property – parcel 15032E002002A zoned I-I, located at 1905 Athens Street.
- Nearest distance to a single-family home – a single-family home at 2426 Floyd Road is located within 100' of the southern boundary.
- Nearest distance to a subdivision – Subdivision at Lenox Drive located Southeast of the property.

**AERIAL VIEW**



2455 Floyd Rd. Aerial View

**COMPREHENSIVE PLAN CONSISTENCY**

The project is near an Activity Center node. The proposed development is aligned with the overall goals, objectives, and policies described for that character area. The Comprehensive plan as well as the overall pattern of development in the area support the redevelopment of this existing mobile home park and the continuation of the existing residential use on the subject property.

**DEVELOPMENT STRATEGY**

The property is planned for build-to-rent multi-family townhomes ranging from 1,350 sf to 1,550 sf. Both 2- and 3-bedroom floorplans will be offered.

**PROJECT DIMENSIONAL STANDARDS**

<b>Proposed Dimensional Standards</b>	
Acreage	6.96 acres
Density	6.3 du/ac
Exterior Buffer	40'
Minimum Open Space	30%
Sidewalks	5'
Maximum height	35'
Front setback from ROW	20
Rear setback	40'
Side setback	40'



## **ARCHITECTURAL MATERIALS & SITE IMPROVEMENTS**

At a minimum, the Townhome buildings would follow a design theme that would include front facades with a combination of board and batten cementitious panels, cementitious siding, architectural asphalt shingle roofing, with metal accents for select awnings.



**TOWNHOME COMMUNITY  
REPRESENTATIVE ARCHITECTURE**

VIEW ALONG FLOYD ROAD  
10.18.2023



## **ENTRANCE MONUMENTATION**

The entrance will not be gated. Private streets will be maintained by the owner. At least one mail kiosk or cluster mailbox unit and required parking will be provided and a proposed location is depicted on the submitted concept plan. The entrance will include a monument sign in conformance with the Hall County Code of Ordinances.

## **SIGNAGE**

The Developer and/or Builder shall be allowed to post permanent directional signs and monuments within the Community to direct traffic and to identify residential and common areas. All permanent internal signage will be outside of any right-of-way or utility easement. Any required easements for landscaping or signage will be recorded as part of the final plat.

## **WATER AND WASTEWATER DISPOSAL:**

The applicant plans to utilize public water and wastewater (via a pump station connected at the adjacent subdivision). The site is currently utilizing a community treatment system that will be decommissioned in accordance with the Georgia Department of Natural Resources regulations.

## **CONCEPTUAL MASTER PLAN**

The community will be developed largely in conformance with the submitted Conceptual Master Plan (the "Plan") submitted in support of this application. The plan is considered conceptual in nature, and as such may require modifications during the engineering and development process. Modifications to the locations and arrangement of buildings, roads, amenities, and other improvements that do not conflict with the specific standards and requirements of these conditions may be made by the Developer, so long as such modifications do not change the land use, increase the gross density of the project, or reduce any approved exterior buffers or setbacks.

**PROPOSED MODIFICATIONS TO PRD REQUIREMENTS**

- Modification to PRD minimum buffer requirement of 50'. We are requesting a reduction to a 40' landscape buffer. This request is made for consideration and approval by the planning commission.
- The proposed 40' buffer matches the width of the existing vegetated buffer along the western property line and leaves intact the established buffer along the northern property line.
- The proposed 40' landscaped buffer will be supplemented with plantings, where necessary, and a privacy fence to provide a visual buffer between the subject property and the adjacent undeveloped properties.
- We feel that the 40' landscaped buffer with privacy fence will be sufficient to achieve the same outcome as the requirement for a 50' buffer, therefore we respectfully request a reduction in the required width to 40' with a privacy fence as depicted on the submitted site plan.

**END OF NARRATIVE**



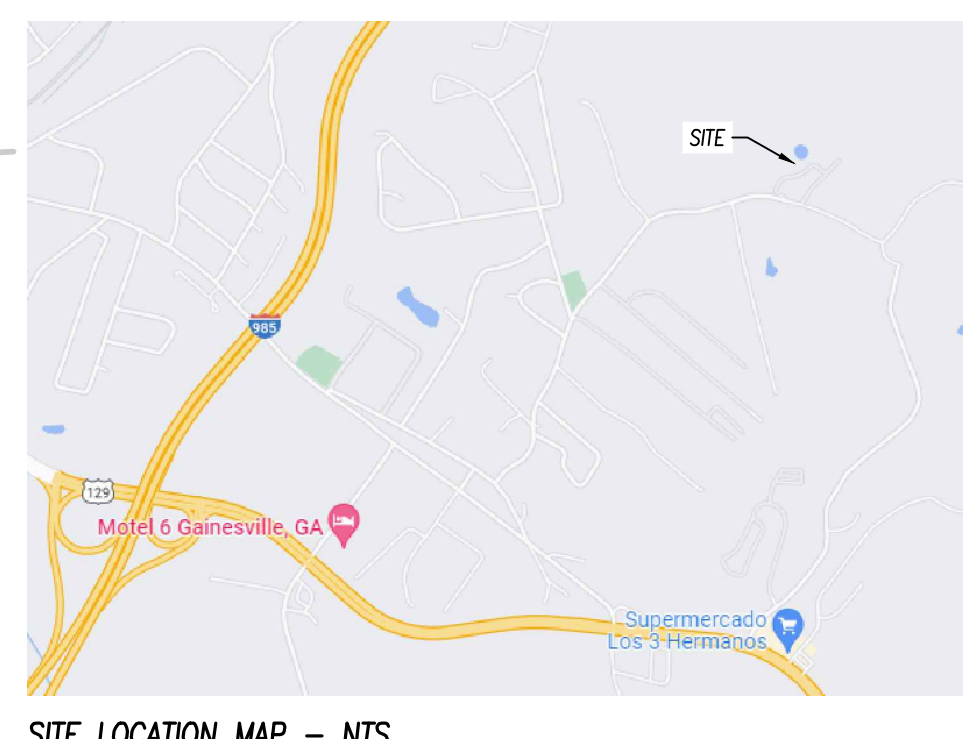
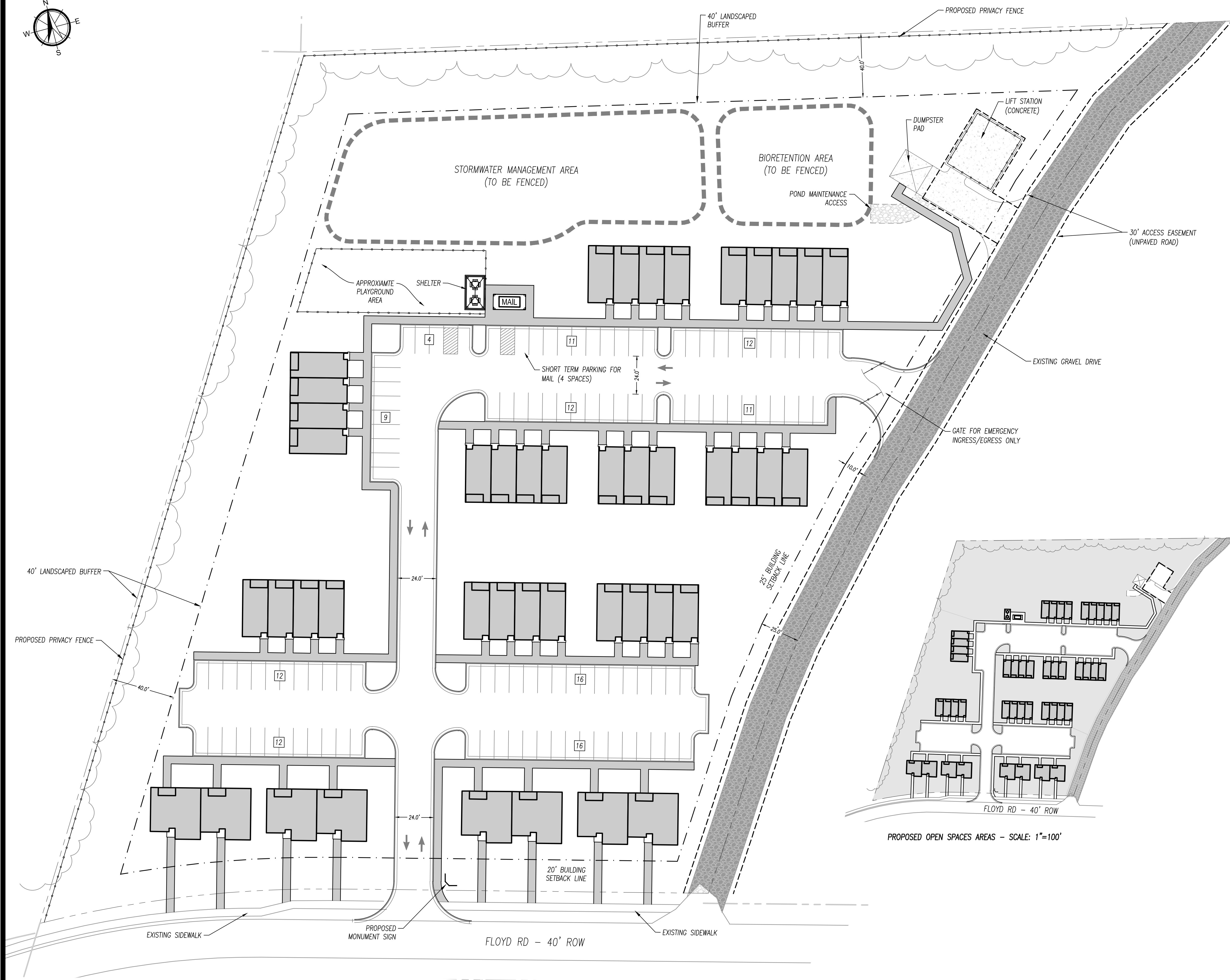
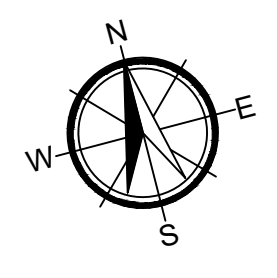


**17.380.060. (C) – RESPONSES**

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.
  - a. Yes, the proposed use is compatible with adjacent and nearby property.
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.
  - a. No adverse effect to existing use or usability of the adjacent property is likely.
3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.
  - a. The mobile homes currently in use on the subject property are at or near the end of its life cycle.
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.
  - a. The level of public services and facilities will not be burdened or negatively impacted by the proposed rezoning.
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.
  - a. Yes. Redevelopment of the existing mobile home park to a town-home development will help stabilize the surrounding neighborhood and revitalize the Morningside Heights Area.
6. The extent to which property values are diminished by the existing zoning restrictions.
  - a. The current zoning regulations would not permit the proposed development and limit the potential highest and best use for this 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.
  - a. The continuation of the existing non-conforming situation, if the request were denied, could have the effect of slowing the potential for redevelopment of the area.
8. The relative gain to the public as compared to the hardship imposed upon the individual property owner.
  - a. Improving housing conditions through redevelopment instead of greenfield development is a net gain for the public by using existing infrastructure.
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.
  - a. The current use was established in 1969 prior to the adoption of zoning regulations in Hall County.

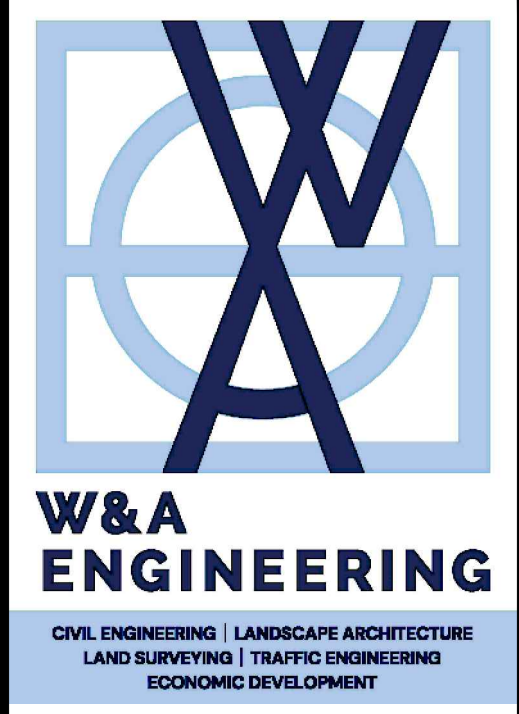
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.
  - a. The Comprehensive Plan identifies this location as one that is ready for redevelopment, and where existing neighborhoods should be stabilized. New residential uses to replace a 50+ year old mobile home park helps to work towards achieving those goals.
11. Whether the change would create an isolated district unrelated to the surrounding districts, such as "spot zoning."
  - a. The requested zoning, would permit residential uses compatible with the surrounding residential uses, so no isolated district would result in approval.
12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area.
  - a. No.
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood.
  - a. The requested change will be appropriate in context of the uses of the surrounding property.
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned.
  - a. Not impossible, but the PRD request is intended to be applied and considered on a case-by-case basis. This situation does not exist anywhere in the County.
15. Whether the need for rezoning could be handled instead by a variance request to the zoning board of adjustment.
  - a. No.
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted.
  - a. No.
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.
  - a. No.





PROJECT DATA	
PROPERTY OWNER:	GREENLEAF INVESTMENT PARTNERS L051, LLC P.O. BOX 469233 ATLANTA, GA 31145 ATTN: JOSH FRIEDENSOHN (404-386-2577)
DEVELOPER:	GREENLEAF, LLC 3081 HOLCOMB BRIDGE ROAD, SUITE A2 NORCROSS, GA 30071 ATTN: JOSH FRIEDENSOHN (404-386-2577)
AUTHORIZED AGENT:	W&A ENGINEERING 355 ONETA ST, SUITE D100, ATHENS, GA 30601 ATTN: JIM BURT (706.310.0400)
PHYSICAL ADDRESS:	2455 FLOYD RD, GAINESVILLE, GA
TAX PARCEL:	15022000037
TOTAL PROJECT ACREAGE:	5.74 ACRES (250,041 SF.)
OPEN SPACE ACREAGE:	3.50 ACRES (152,740 SF) (61.09%)
INCLUDING PONDS:	
IMPERVIOUS AREA:	2.24 ACRES (97,301 SF) (38.91%)
CONTOUR INTERVAL:	2' TOPO DIGITIZED FROM HALL COUNTY GIS.
BOUNDARY SURVEY:	THIS DRAWING WAS PREPARED USING A CHASTAIN & ASSOCIATES, PC ALA/ANSPS LAND TITLE SURVEY FOR GREENLEAF INVESTMENT PARTNERS L051, LLC, DATED 02/15/2019.
EXISTING ZONING:	AR-IV
PROPOSED ZONING:	PRD
EXISTING USE:	MOBILE HOME PARK
PROPOSED USE:	MULTI-FAMILY TOWNHOME DEVELOPMENT
FLOOD PLAIN:	SUBJECT PROPERTIES ARE WITHIN AREAS HAVING ZONE X, DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP NO. 13139C0195H, WITH AN EFFECTIVE DATE OF 12/01/2022, FOR COMMUNITY PANEL NUMBER 155, HALL COUNTY, GEORGIA.
THERE ARE NO STATE WATERS ONSITE, NOR WITHIN 200' OF THE SITE.	
THERE ARE NO WETLANDS DELINEATED ON SITE.	
THIS PROPERTY DOES NOT CONTAIN ENVIRONMENTAL AREAS AS DENOTED ON THE HALL COUNTY ENVIRONMENTAL MAP DATED 11/03/04.	
WATER SUPPLY:	GAINESVILLE DEPARTMENT OF WATER RESOURCES
SEWAGE DISPOSAL:	GAINESVILLE DEPARTMENT OF WATER RESOURCES
SOLID WASTE:	BY PRIVATE CONTRACT VIA SINGLE ON-SITE CONTAINER
UTILITIES:	POWER, GAS, WATER, SEWER, TELEPHONE, CABLE TV
SITE DRAINAGE:	CONCRETE CURB AND GUTTER AND COUNTY APPROVED PIPE WILL BE EMPLOYED TO COLLECT AND DIVERT SURFACE WATER TO THE PROPOSED STORM WATER MANAGEMENT FACILITIES.
PRD ZONING SETBACK REGULATIONS	
FRONT YARD:	20'
SIDE YARD:	40'
REAR YARD:	40'
FROM ACCESS EASEMENT:	10' FROM EDGE OF EXISTING EASEMENT & 25' FROM CENTERLINE OF EXISTING EASEMENT
PARKING DATA - MULTIFAMILY	
REQUIRED PARKING:	2.5 SPACES PER UNIT 44 PROPOSED UNITS
REQUIRED PARKING:	110 SPACES (44 X 2.5)
REQUIRED MAILBOX PARKING:	3 SPACES
TOTAL REQUIRED PARKING:	113 SPACES
PROPOSED PARKING:	STANDARD SURFACE: 112 ADA ACCESSIBLE: 3 TOTAL PROPOSED: 115 TOTAL SPACES (2.6 PER UNIT)
ADA ACCESSIBLE PARKING SPACE (2% OF 115):	3 SPACES REQUIRED

PROPOSED OPEN SPACES AREAS - SCALE: 1"=100'



355 Oneta Street, Suite D100  
Athens, GA 30601  
P: (706) 310-0400 • F: (706) 310-4011  
waengineering.com

ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED SOLELY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

# GREENLEAF TOWNHOMES

HALL COUNTY, GA  
2455 FLOYD RD - +/-6.93 ACRES

Know what's below. Call before you dig. 811

REVISIONS	
DATE	COMMENT

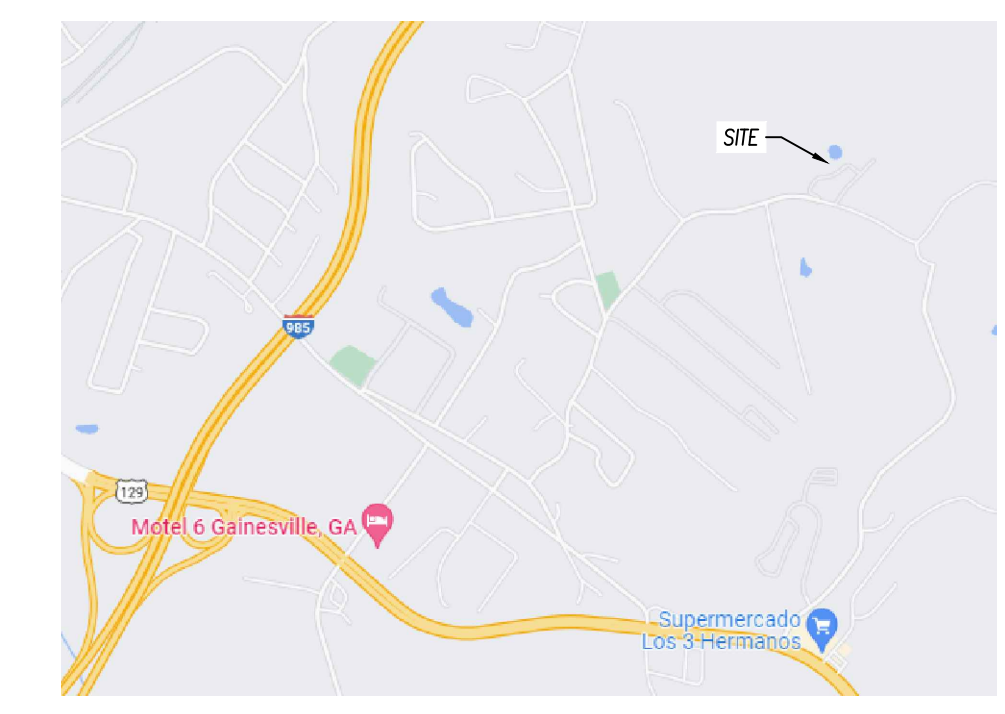
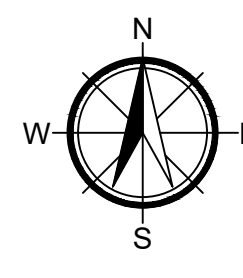
FOR REVIEW ONLY

INITIAL SUB. DATE: ---  
ISSUANCE DATE: 02/09/2024

W&A PROJECT #: 230185

CONCEPT A  
**C01**





SITE LOCATION MAP - NTS



**W&A  
ENGINEERING**  
CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE  
LAND SURVEYING | TRAFFIC ENGINEERING  
ECONOMIC DEVELOPMENT

355 Oneta Street, Suite D100  
Athens, GA 30601  
P: (706) 310-0400 • F: (706) 310-4011  
waengineering.com

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# GREENLEAF TOWNHOMES

HALL COUNTY, GA  
2455 FLOYD RD - +/-6.93 ACRES

### PROJECT DATA

**PROPERTY OWNER:** GREENLEAF INVESTMENT PARTNERS L051, LLC  
P.O. BOX 450233  
ATLANTA, GA 31145  
ATTN: JOSH FRIEDENSOHN (404-386-2577)

**DEVELOPER:** GREENLEAF, LLC  
3081 HOLCOMB BRIDGE ROAD, SUITE A2  
NORCROSS, GA 30071  
ATTN: JOSH FRIEDENSOHN (404-386-2577)

**AUTHORIZED AGENT:** W&A ENGINEERING  
355 ONETA ST, SUITE D100,  
ATHENS, GA 30601  
ATTN: JASON DYE (706.310.0400)

**PHYSICAL ADDRESS:** 2455 FLOYD RD, GAINESVILLE, GA  
**TAX PARCEL:** 15022000037  
**TOTAL PROJECT ACREAGE:** 6.93 ACRES (301,871 SF)  
**OPEN SPACE ACREAGE:** 2.13 ACRES (92,880 SF) (30.77%)  
**CONTOUR INTERVAL:** 2' TOPO DIGITIZED FROM HALL COUNTY GIS.  
**BOUNDARY SURVEY:** THIS DRAWING WAS PREPARED USING A CHASTAIN & ASSOCIATES, PC ALTA/NSPS LAND TITLE SURVEY FOR GREENLEAF INVESTMENT PARTNERS L051, LLC, DATED 02/15/2019.

**EXISTING ZONING:** AR-IV  
**PROPOSED ZONING:** PRD  
**EXISTING USE:** MOBILE HOME PARK  
**PROPOSED USE:** MULTI-FAMILY TOWNHOME DEVELOPMENT

**FLOOD PLAIN:** SUBJECT PROPERTIES ARE WITHIN AREAS HAVING ZONE DESIGNATION OF ZONE X, DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP NO. 13139C0195H, WITH AN EFFECTIVE DATE OF 12/01/2022, FOR COMMUNITY PANEL NUMBER 195, HALL COUNTY, GEORGIA.

THERE ARE NO STATE WATERS ONSITE, NOR WITHIN 200' OF THE SITE.  
THERE ARE NO WETLANDS DELINEATED ON SITE.  
THIS PROPERTY DOES NOT CONTAIN ENVIRONMENTAL AREAS AS DENOTED ON THE HALL COUNTY ENVIRONMENTAL MAP DATED 11/03/04.

**WATER SUPPLY:** GAINESVILLE DEPARTMENT OF WATER RESOURCES  
**SEWAGE DISPOSAL:** GAINESVILLE DEPARTMENT OF WATER RESOURCES  
**SOLID WASTE:** BY PRIVATE CONTRACT VIA SINGLE ON-SITE CONTAINER  
**UTILITIES:** POWER, GAS, WATER, SEWER, TELEPHONE, CABLE TV  
**SITE DRAINAGE:** CONCRETE CURB AND GUTTER AND COUNTY APPROVED PIPE WILL BE EMPLOYED TO COLLECT AND DIVERT SURFACE WATER TO THE PROPOSED STORM WATER MANAGEMENT FACILITIES.

### PRD ZONING SETBACK REGULATIONS

FRONT YARD: 20'  
SIDE YARD: 40'  
REAR YARD: 40'  
FROM ACCESS EASEMENT: 10' FROM EDGE OF EXISTING EASEMENT & 25' FROM CENTERLINE OF EXISTING EASEMENT

### APARTMENT BUILDING DATA (44 UNITS/112 BEDROOMS)

BUILDING	UNITS	2 BEDROOMS	3 BEDROOMS	TOTAL BEDROOMS
BUILDING 100	2	4	0	8
BUILDING 200	3	4	9	17
BUILDING 300	2	4	6	10
BUILDING 400	5	4	15	19
BUILDING 500	2	4	6	10
BUILDING 600	5	4	12	21
BUILDING 700	4	4	14	22
<b>TOTAL APARTMENT BEDROOMS</b>				<b>112</b>

### PARKING DATA - MULTIFAMILY

REQUIRED PARKING: 1.5 SPACES PER UNIT  
44 PROPOSED UNITS

REQUIRED UNIT PARKING: 66 SPACES (44 X 1.5)  
REQUIRED MAILBOX PARKING: 3 SPACES  
TOTAL REQUIRED PARKING: 69 SPACES

PROPOSED PARKING  
STANDARD SURFACE: 95  
ADA ACCESSIBLE: 2  
TOTAL PROPOSED: 97 TOTAL SPACES

ADA ACCESSIBLE PARKING SPACE (2% OF 97): 2 SPACES REQUIRED

Know what's below.  
Call before you dig.

### REVISIONS

DATE	COMMENT

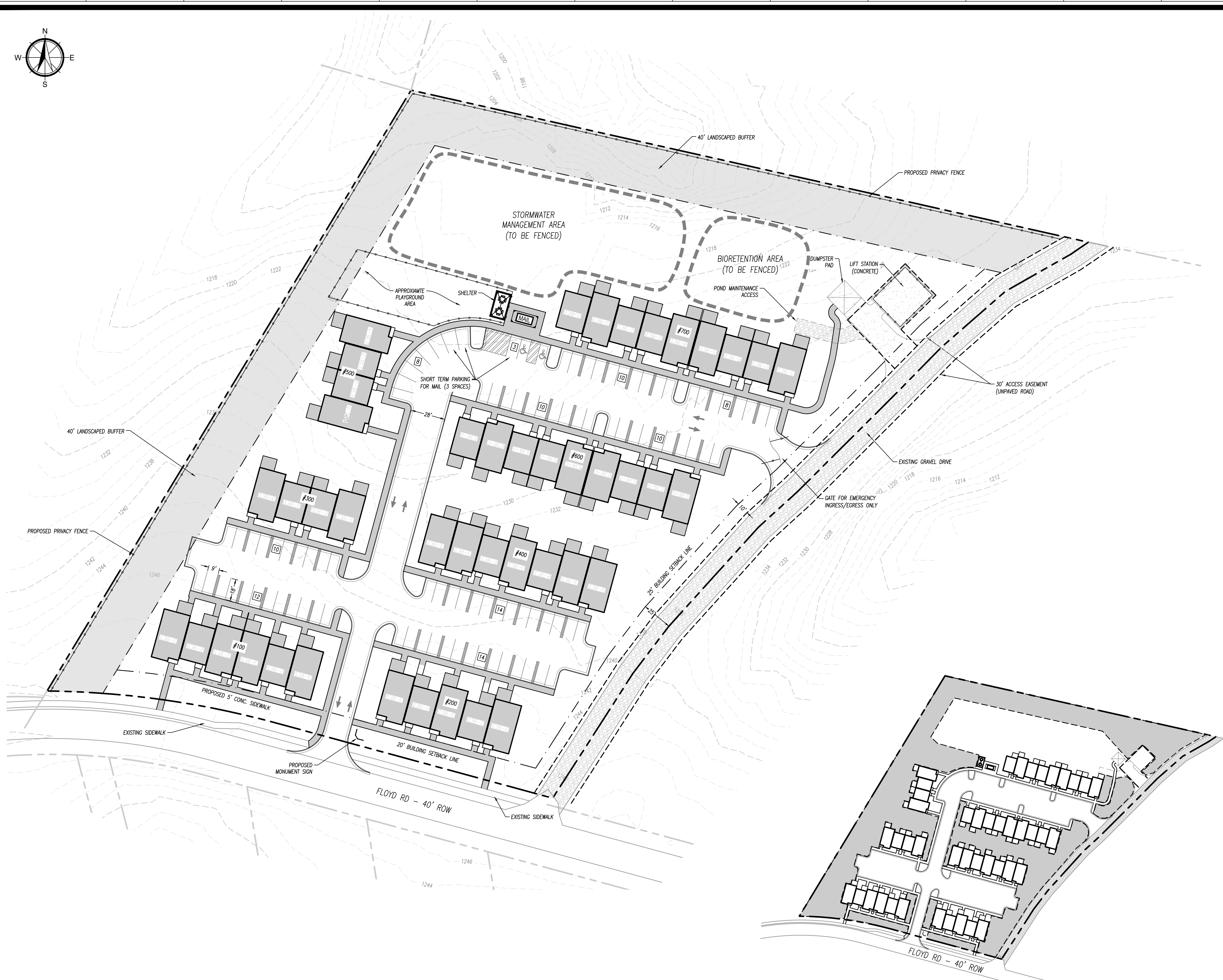
INITIAL SUB. DATE: ----

ISSUANCE DATE: ----

W&A PROJECT #: 230185

CONCEPT A

# C01

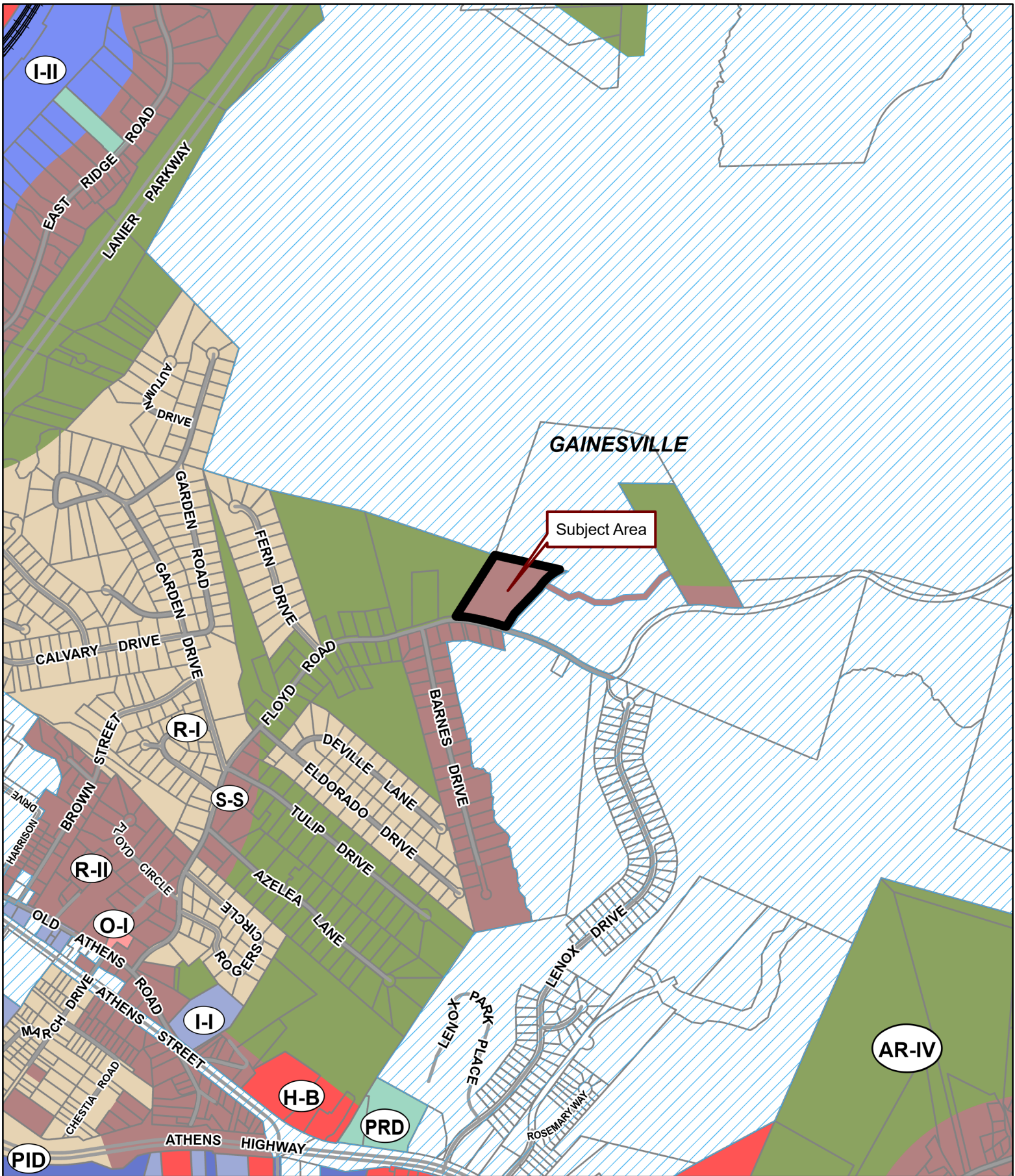


PROPOSED OPEN SPACES AREAS - SCALE: 1"=100'

SCALE 1" = 40'

X:\Projects\2023\230185-Greenleaf Townhomes-2455 Floyd Road Gainesville GA Design Concept\2023\09-22-Concept AC\230185.dwg 10-19-23 11:26:43 AM kbar





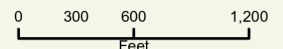
**Applicant: JASON DYE**

**Tax Parcel #: 15022 000037**

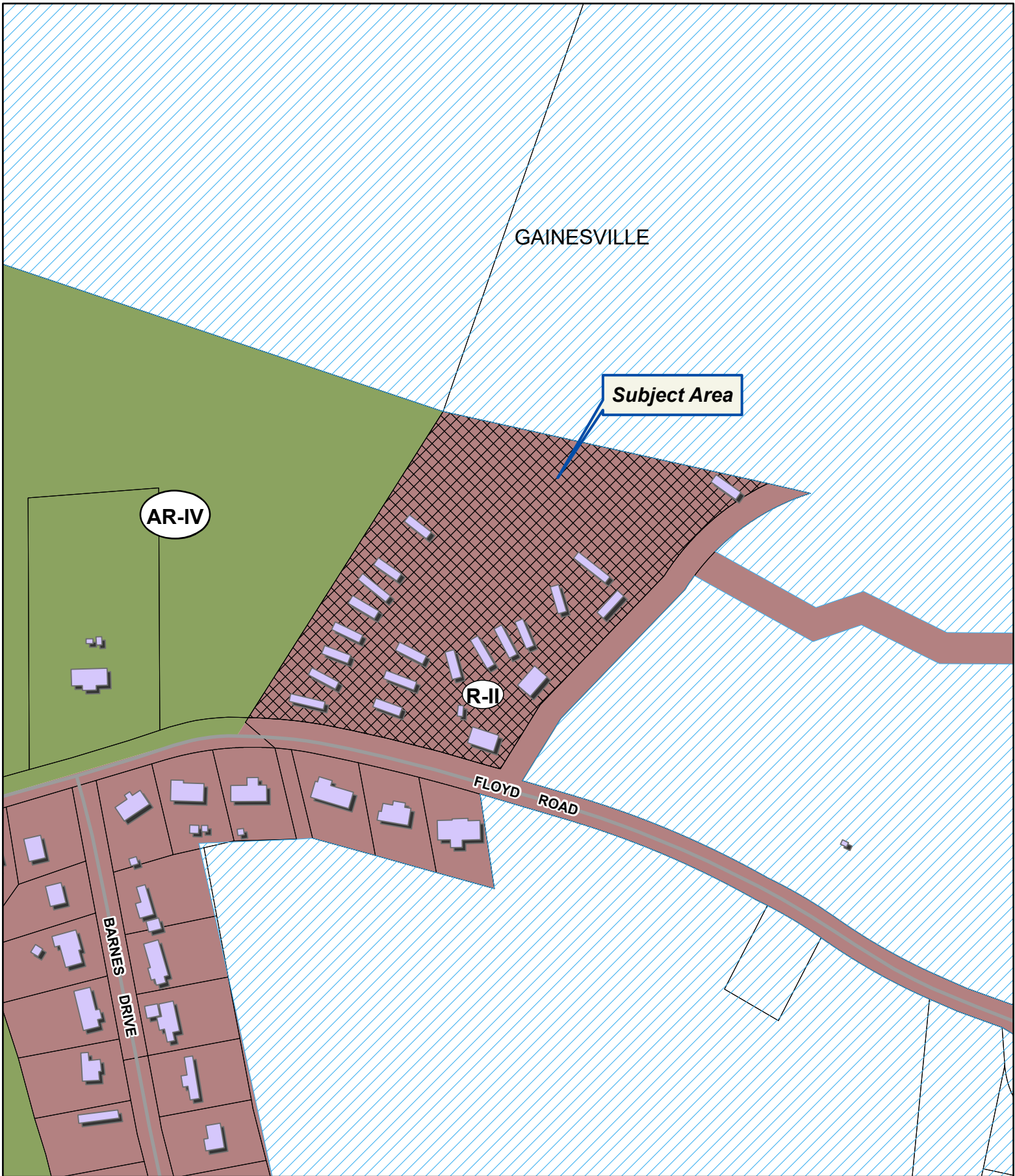
**Location: 2455 FLOYD ROAD, GAINESVILLE, GA 30507**

**Commission District 4**

**PC Mtg. Date: 12/18/23**



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



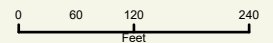
**Applicant:** JASON DYE

**Tax Parcel #:** 15022 000037

**Location:** 2455 FLOYD ROAD, GAINESVILLE, GA 30507

**Commission District 4**

**PC Mtg. Date:** 12/18/23



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







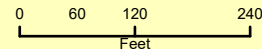
**Applicant: JASON DYE**

**Tax Parcel #: 15022 000037**

**Location: 2455 FLOYD ROAD, GAINESVILLE, GA 30507**

**Commission District 4**

**PC Mtg. Date: 12/18/23**



— Zoning Boundary

City Limits

Subject Area





DUPLEX



Conceptual Front Elevation



TOWNHOUSE



Conceptual Front Elevation

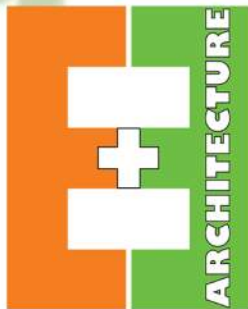
# GREENLEAF MANAGEMENT

- BUILDING MATERIALS:
- BOARD & BATTEN CEMENTITIOUS PANELS
  - CEMENTITIOUS SIDING
  - ARCHITECTURAL ASPHALT SHINGLE ROOFING
  - METAL ROOFING AT SELECT AWNINGS



## TOWNHOME COMMUNITY REPRESENTATIVE ARCHITECTURE

VIEW ALONG FLOYD ROAD  
11.2.2023





eFiled & eRecorded  
DATE: 3/11/2019  
TIME: 5:11 PM  
DEED BOOK: 08229  
PAGE: 00616 - 00619  
RECORDING FEE: 16.00  
TRANSFER TAX: 325.00  
PARTICIPANT ID: 6405611605  
CLERK: Charles Baker  
Hall County, GA  
PT61: 069-2019-001610  
NOTE: by ch

After recording return to:

After recording return to:  
Calloway Title & Escrow, LLC  
**David W. Dudley 2-37185**  
4170 Ashford Dunwoody Rd. Ste. 525  
Atlanta, Georgia 30319

**LIMITED WARRANTY DEED**

STATE OF Georgia  
COUNTY OF Hall  
Tax Parcel ID: 15022 000037

THIS INDENTURE is made the 11<sup>th</sup> day of March, 2019 by and between Traywood Properties, LLC (hereinafter called "Grantor"), and Greenleaf Investment Partners L051, LLC, a Georgia limited liability company (hereinafter called "Grantee").

WITNESSETH that: for and in consideration of the sum of Ten (\$10.00) Dollars in hand paid at and before the sealing and delivery of these presents, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Hall County, Georgia , and being more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise, subject, however, to those matters set forth on Exhibit B attached hereto and incorporated herein by this reference.

**[Execution on Next Pages]**

{00347104: v: }

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

*Debbie Harper*

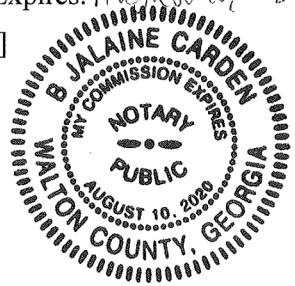
Unofficial Witness

*[Signature]*

Notary Public

My Commission Expires: August 10, 2020

[NOTARY SEAL]



**GRANTOR:**

Traywood Properties, LLC

By: *Tracy Heatwood*

Name: Tracy Heatwood

Title: Member

(SEAL)





Exhibit A to Limited Warranty Deed

Legal Description of Property

**All that tract or parcel of land lying and being in the Gainesville (a/k/a 411) District, G.M. of Hall County, Georgia and being more particularly described as follows:**

**Beginning at a pine stump and rock (original corner), being the northwest corner of what was formerly the land of Mrs. W. H. Brock but now the land of Albert Barnes, thence South  $32 \frac{1}{2}$  West 600 feet, more or less, to the center of Gaines Mill Road; thence in an Easterly direction 425 feet, more or less, along the Gaines Mill Road to the center of the junction of Gaines Mill Road and Bob Alley Road; thence in a Northerly direction 725 feet, more or less, along Bob Alley Road to where the line between the lands formerly of Mrs. W. H. Brock but now land of G. M. White and the land formerly belonging to Bob Alley but now G. M. White intersects with the Bob Alley Road; thence in a Westerly direction along the former line of Mrs. W. H. Brock and G. M. White, North  $81 \frac{1}{2}$  West 550 feet, more or less, to the original corner, containing in all seven (7) acres, more or less, and being the same property described in a deed from Mrs. W. H. Brock to G. W. Carney dated February 11, 1938, and recorded in Book 76, Page 316, also Book 85, Page 50 of the Deed Records of Hall County, Georgia**

**Also being the same land described in a Warranty Deed from J. A. Barnes and Mary Lou Barnes, formerly known as Mary Lou Jones, dated December 10, 1975, recorded in Deed Book 587, Page 160/1, Deed Records of Hall County, Georgia.**

Exhibit B to Limited Warranty Deed

Permitted Exceptions

1. All taxes for the year 2019 and subsequent years, not yet due and payable.
2. Easement from J. A. Barnes to Georgia Power Company, filed for record May 8, 1967 at 9:00 a.m., recorded in Deed Book 396, Page 251, Records of Hall County, Georgia.
3. Right-of-Way Deed from R. David Cheatwood to Hall County, dated February 4, 2014, filed for record January 28, 2016 at 1:38 p.m., recorded in Deed Book 7646, Page 754, aforesaid Records.
4. Rights of others, if any, in and to Floyd Lane which traverses the easterly boundary line of subject property.



**RESOLUTION BR-2023-39**

**GREENLEAF TOWNHOMES DEVELOPMENT FLOYD DRIVE TRACT ANNEXATION  
WAIVER**

**WHEREAS**, the City of Gainesville owns and operates a sanitary sewer collection system serving the City of Gainesville and surrounding areas; and

**WHEREAS**, the City of Gainesville requires property owners who desire to connect to the sanitary sewer collection system to annex into the corporate limits of the City of Gainesville prior to connection when contiguous to the City Limits; and

**WHEREAS**, in some instances, the City may desire to provide sanitary sewer service to property which is contiguous to the municipal boundaries of the City for protection of the public health and welfare of the community, despite the proposed use of said property not conforming to the City Unified Land Development Code and/or despite the proposed use of said property being inconsistent with the City Comprehensive Future Land Use Plan; and

**WHEREAS**, in these instances, the City of Gainesville will allow connection to the City's sanitary sewer collection system without requiring annexation into the City Limits but will require execution of a sanitary sewer service agreement and power of attorney for future annexation of said property; and

**WHEREAS**, the developer, Greenleaf Investment Partners L051, LLC, proposes a residential development encompassing the property located at 2455 Floyd Rd and has formally requested, in writing, the annexation requirement for connection to the City's sanitary sewer system be waived; and

**WHEREAS**, Community and Economic Development Department staff have identified the nature of the residential development to be non-conforming with the City's Comprehensive Future Land Use Plan.

**NOW, THEREFORE, BE IT RESOLVED THAT** the governing body for the City of Gainesville hereby approves this request to allow connection of the proposed development to the City's sanitary sewer system without annexing.

**BE IT FURTHER RESOLVED THAT** the Mayor, City Manager and/or City Attorney are authorized to sign any and all documents that may be necessary to effectuate the connection of the Property to the City's sanitary sewer system.

**Adopted this 7<sup>th</sup> day of November, 2023.**

**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**



## **Anael Dominguez (CDI: Planning)**

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**From:** Emily McGahee (Environmental Health)  
**Sent:** Wednesday, November 15, 2023 2:10 PM  
**To:** Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)  
**Cc:** Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)  
**Subject:** HCPC Tentative Agenda 12.18.23

Please find Environmental Health comments below:

Item 1, 4917 Gilstrap Circle, Cardoso: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. Area for a feasible, full conventional recovery system must be available. An existing system evaluation/site visit will be required for system serving existing home on property. Additional requirements apply if increasing the number of bedrooms. Any future permits issued to this property (Tract 1) according to the attached recorded plat does not imply approval for the adjacent parcel in its current configuration, labeled as Tract 2.

Item 2, 2392/2388 Ford White Road, Thompson: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. Additional requirements apply if increasing the number of bedrooms.

Item 3, 6570 Bermuda Lane, Pridemore: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. Area for a feasible, full conventional recovery system must be available.

Item 4, 6409 Lights Ferry Road, Muetzelfeld: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

Item 5, 2455 Floyd Road, Dye: All components of the existing wastewater disposal system must be properly decommissioned per Regulations. Please contact the Environmental Protection Division of the Department of Natural Resources for requirements. The entire development must be developed on public or EPD permitted sewer/septic system. No onsite sewage management systems to be permitted by Environmental Health.

Emily McGahee  
Hall County Environmental Health  
Hall County Government Center  
2875 Browns Bridge Road  
Mailing: PO Box 5901  
Gainesville, GA 30504  
(770) 531-3973  
(770) 531-6767 (fax)



## Anael Dominguez (CDI: Planning)

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**From:** Chavers, Veronica E <VChavers@dot.ga.gov>  
**Sent:** Thursday, November 16, 2023 2:37 PM  
**To:** Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)  
**Subject:** RE: Tentative Planning Agenda for December 18, 2023

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See comments below.

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**From:** Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>  
**Sent:** Thursday, November 9, 2023 11:12 AM  
**Subject:** Tentative Planning Agenda for December 18, 2023

Good morning –

Here is the Tentative Agenda and Maps for the **Monday, December 18, 2023** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

**When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.**

Comments are due by **Thursday, November 16<sup>th</sup>**. Email comments to Randi ([rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)) and Ana ([adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)).

### **CALL TO ORDER**

### **AGENDA REVIEW**

### **APPROVAL OF MINUTES – December 4, 2023**

### **OLD BUSINESS**

1. [4917 Gilstrap Circle | Variance | 17.240.010 to reduce the front yard setback requirement from 65 feet from centerline to 49 feet from centerline of road | on a 0.42± acre parcel located on the south side of Gilstrap Circle, approximately 315 feet west of its intersection with Cleveland Highway | Zoned AR-IV; Tax Parcel 12020 000016A | Proposed use: single-family residence | \\* Commission District 3 | Jarica Cardoso, applicant. No GDOT coordination required.](#)

### **NEW BUSINESS**

1. [2392 and 2388 Ford White Road | Variance | 17.240.010 to reduce the front yard setback requirement from 55 feet to 35 feet from centerline of road | on a 1.00± acre tract located on the south side of the terminus of Ford White Road | Zoned V-C, Tax Parcel 10094A000024 & 10094A000025 \(pt.\) | Proposed Use: residential addition | \\* Commission District 2 | Margaret M. Thompson, applicant. No GDOT coordination required.](#)
2. [6570 Bermuda Lane | Variance | 17.240.010 to reduce the side yard setback requirement from 10 feet to 0.5 feet from property line | on a 0.49± acre tract located on the north side of the terminus of Bermuda Lane | Zoned R-1, Tax Parcel 08131 009004 | Proposed Use: carport | \\* Commission District 2 | Tyler Pridemore, applicant. No GDOT coordination required.](#)

3. [6409 Lights Ferry Road | Use Subject to County Commission Approval | on a 19.18± acre tract located on the south west side of Lights Ferry Road, approximately 1,000 feet from its intersection with Ford Road | Zoned V-C, Tax Parcel 08120 000003 \(pt.\) | Proposed Use: 22-lot subdivision | \\*\\* Commission District 2 | Bret Muetzelfeld, applicant. No GDOT coordination required.](#)
  
4. [2455 Floyd Road | Rezone | from Residential II \(R-II\) to Planned Residential Development \(PRD\) on a 5.74± acre tract located on the north side of Floyd Road, approximately 300 feet from its intersection with Barnes Drive | Zoned R-II, Tax Parcel 15022 000037 | Proposed Use: 44-unit townhome development | \\*\\* Commission District 4 | Jason Dye, applicant. No GDOT coordination required.](#)
  
- 2.

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

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, January 25, 2024** at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

\*\*The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, January 25, 2024**. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

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



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





Hall County Government  
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
PUBLIC WORKS AND UTILITIES

MEMORANDUM

**To:** Randi Doveton, Director of Planning and Development

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

**From:** Bill Nash, Director of Public Works and Utilities

**Date:** November 20, 2023

t: 770.531.6800 | f: 770.531.3945

**Subject:** December 18, 2023 - Hall County Planning Commission Agenda

DIRECTOR  
Srikanth Yamala

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the December 18, 2023 meeting. Upon review, we provide the following comments.

PUBLIC WORKS AND  
UTILITIES DIRECTOR  
Bill Nash, P.E.

**OLD BUSINESS**

1. [4917 Gilstrap Circle | Variance | 17.240.010 to reduce the front yard setback requirement from 65 feet from centerline to 49 feet from centerline of road | on a 0.42± acre parcel located on the south side of Gilstrap Circle, approximately 315 feet west of its intersection with Cleveland Highway | Zoned AR-IV; Tax Parcel 12020 000016A | Proposed use: single-family residence | \\* Commission District 3 | Jarica Cardoso, applicant.](#)
  - a. **Engineering:** No Comment
  - b. **Traffic:** No Comment
  - c. **Utilities:** No Comment

**NEW BUSINESS**

2. [2392 and 2388 Ford White Road | Variance | 17.240.010 to reduce the front yard setback requirement from 55 feet to 35 feet from centerline of road | on a 1.00± acre tract located on the south side of the terminus of Ford White Road | Zoned V-C, Tax Parcel 10094A000024 & 10094A000025 \(pt.\) | Proposed Use: residential addition | \\* Commission District 2 | Margaret M. Thompson, applicant.](#)
  - a. **Engineering:** No Comment
  - b. **Traffic:** No Comment
  - c. **Utilities:** No Comment
3. [6570 Bermuda Lane | Variance | 17.240.010 to reduce the side yard setback requirement from 10 feet to 0.5 feet from property line | on a 0.49± acre tract located on the north side of the terminus of Bermuda Lane | Zoned R-I, Tax Parcel 08131 009004 | Proposed Use: carport | \\* Commission District 2 | Tyler Pridemore, applicant.](#)
  - a. **Engineering:** No Comment
  - b. **Traffic:** No Comment
  - c. **Utilities:** No Comment

4. [6409 Lights Ferry Road | Use Subject to County Commission Approval | on a 19.18± acre tract located on the south west side of Lights Ferry Road, approximately 1,000 feet from its intersection with Ford Road | Zoned V-C, Tax Parcel 08120 000003 \(pt.\) | Proposed Use: 22-lot subdivision | \\*\\* Commission District 2 | Bret Muetzelfeld, applicant.](#)
  - a. **Engineering:** Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.  
Show stream buffer and impervious setback from wretched vegetation not centerline of stream.  
Show FEMA and Hall County studied Flood plains that are present on site
  - b. **Traffic:** Recommend that Ford Road (private) be widened to provide a 20 foot minimum travel way from Lights Ferry Road to the far property line of proposed lot #22 as shown on the concept plan.  
Proposed Rip Road will need to meet Hall County subdivision regulations unless specific variances are requested/ approved during the zoning process. Existing lots at the end of Rip Road will need to touch the proposed right f way in order to provide road frontage. Minimum frontage required on a cul-de-sac is 40 feet measured on the chord.
  - c. **Utilities:** Flowery Branch sewer district.
  
5. [2455 Floyd Road | Rezone | from Residential II \(R-II\) to Planned Residential Development \(PRD\) on a 5.74± acre tract located on the north side of Floyd Road, approximately 300 feet from its intersection with Barnes Drive | Zoned R-II, Tax Parcel 15022 000037 | Proposed Use: 44-unit townhome development | \\*\\* Commission District 4 | Jason Dye, applicant.](#)
  - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
  - b. **Traffic:** No Comment
  - c. **Utilities:** City of Gainesville sewer district.



## Anael Dominguez (CDI: Planning)

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**From:** John Hornick (Fire Services)  
**Sent:** Thursday, November 16, 2023 1:54 PM  
**To:** Anael Dominguez (CDI: Planning)  
**Cc:** Randi Doveton (CDI: Planning)  
**Subject:** Fire Comments

**Monday, December 18, 2023** Hall County Planning Commission Meeting.

[2455 Floyd Road | Rezone | from Residential II \(R-II\) to Planned Residential Development \(PRD\) on a 5.74± acre tract located on the north side of Floyd Road, approximately 300 feet from its intersection with Barnes Drive | Zoned R-II, Tax Parcel 15022 000037 | Proposed Use: 44-unit townhome development | \\*\\* Commission District 4 | Jason Dye, applicant.](#)

**Hall County Fire Marshal's comments:**

### **503.1.1 Buildings and facilities. International Fire Code 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 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.

**Access to buildings 400, 600 and 700 do not appear to meet the above code requirement. Building length may have to be modified to meet fire code.**

Regards,

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



# Please Sign-in

	Name Nombre	Address Dirección	Email Dirección de correo electrónico	Are you a resident of Barnes Mobile Home Park? ¿Eres residente de Barnes Mobile Home Park?	
				Yes- Si	No
1.	Roderick Wright	2002 Garden Drive		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	David A Clark	393 L. GOURA DR. N.W		<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.	Vallance Johnson	2400 Floyd Rd		<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.	Quita Morrow	2236 Floyd Rd		<input type="checkbox"/>	<input type="checkbox"/>
5.	Flossie Morrow	2236 Floyd Rd		<input type="checkbox"/>	<input type="checkbox"/>
6.	Melinda Harris	1935 Garden Drive		<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.	Clay Harris	1935 Garden Drive		<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.	Chris Harris	1935 Garden Drive		<input type="checkbox"/>	<input checked="" type="checkbox"/>
9.	Regina Harris	1935 Garden Drive		<input type="checkbox"/>	<input checked="" type="checkbox"/>
10.	Joseph Ware	3864 Amber Eden Ln		<input type="checkbox"/>	<input type="checkbox"/>
11.	Analucia Rodriguez			<input type="checkbox"/>	<input checked="" type="checkbox"/>
12.	Garnet Bailey	360 Gaines Mill Rd		<input type="checkbox"/>	<input type="checkbox"/>
13.	Pst. Frank Medina	Newtown Florist Club		<input type="checkbox"/>	<input type="checkbox"/>
14.	Alexander Lugo	'' ''		<input type="checkbox"/>	<input type="checkbox"/>
15.	Cristian Ramos	903 Charleston Ct		<input type="checkbox"/>	<input checked="" type="checkbox"/>
16.	Noah & Valerie Borders	1603 March Dr. Barnesville, Ga.		<input type="checkbox"/>	<input type="checkbox"/>
17.	Belinda Dickey	2165 Sunrise Dr		<input type="checkbox"/>	<input type="checkbox"/>
18.	Gloria EVANS	1609 Old Athens Rd		<input type="checkbox"/>	<input checked="" type="checkbox"/>
19.	Quentin Trammell	2248 Floyd Rd		<input type="checkbox"/>	<input checked="" type="checkbox"/>
20.	Doris Mintz	2252 Floyd Rd		<input type="checkbox"/>	<input checked="" type="checkbox"/>



# Please Sign-in

	Name Nombre	Address Dirección	Email Dirección de correo electrónico	Are you a resident of Barnes Mobile Home Park? ¿Eres residente de Barnes Mobile Home Park?	
				Yes- Si	No
21.	Russell Echols	850 Fayetteville Rd AL654	russTheXuber1@AOL.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>
22.	Amos E. Bailey Jr.	2838 Alexa Ave Ath.		<input type="checkbox"/>	<input type="checkbox"/>
23.	Nattie B. Strickland	2396 Mellville Ave. Decatur	44 yfloral@gmail.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>
24.	Sylvia M. McDuffie		SV23334@bellsouth.net	<input type="checkbox"/>	<input checked="" type="checkbox"/>
25.	Jahavi Hudson	22	cunn-storden@yahoo.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>
26.	Rev. Donald McDuffie		reumac@bellsouth.net	<input type="checkbox"/>	<input checked="" type="checkbox"/>
27.	Linda Earls Clark	393 Laura Dr. NW 30501	lge.clark35@gmail.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>
28.	Eduardo A. MARTINEZ	2455 FLOYD RD 30707	EDDIE BURGOS976@msn.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>
29.	Griselda Magos	2455 FLOYD RD 30507	griseldamagos30@gmail.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>
30.	Kathleen THOMPSON	2059 Garden Rd	kathleenythompson@outlook.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>
31.	Linda K. Butler	1669 Azalea Lane		<input type="checkbox"/>	<input checked="" type="checkbox"/>
32.	Joyce Pruitt	1690 Azalea Ln.		<input type="checkbox"/>	<input type="checkbox"/>
33.	Angela Pruitt			<input type="checkbox"/>	<input type="checkbox"/>
34.	Bernice H. Wimpye	2004 Garden Rd Gainesville, GA 30507	Bern4247@gmail.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>
35.	Consuelo Rodriguez	2455 Floyd Rd Lot 17R	consuelorodriguez88@yahoo.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>
36.	Frances & Charles Clark	1696 Azalea Ln.	Frances Huckney Clark g. Com	<input type="checkbox"/>	<input type="checkbox"/>
37.	Robert Faulstich	2049 Garden R	Rainstich4	<input type="checkbox"/>	<input checked="" type="checkbox"/>
38.	Margaret Jumbo	2096 Eldorado Dr	Janisjumbo	<input type="checkbox"/>	<input type="checkbox"/>
39.	Chris Butler	2455 Floyd Rd Gante	501 We G	<input type="checkbox"/>	<input type="checkbox"/>
40.	Newtown Home Club	1064 Debra St	11	<input type="checkbox"/>	<input checked="" type="checkbox"/>

# Please Sign-in

	Name Nombre	Address Dirección	Email Dirección de correo electrónico	Are you a resident of Barnes Mobile Home Park? ¿Eres residente de Barnes Mobile Home Park?	
				Yes- Si	No
41.	Laurie T Reed	2244 Floyd Rd		<input type="checkbox"/>	<input checked="" type="checkbox"/>
42.	Gary M. Cox	1388 Brown St.		<input type="checkbox"/>	<input type="checkbox"/>
43.	Bobbie J. Cox	1388 Brown St.		<input type="checkbox"/>	<input type="checkbox"/>
44.	Emma T Wood & Charles	1654 Ray or Cir		<input type="checkbox"/>	<input type="checkbox"/>
45.	Angela Middleton	2836 Gaines Mill Rd		<input type="checkbox"/>	<input type="checkbox"/>
46.	Chaz Wheeler	2250 Floyd Rd.		<input type="checkbox"/>	<input type="checkbox"/>
47.	Nora Martinez	2455 Floyd Rd Lot 2R		<input checked="" type="checkbox"/>	<input type="checkbox"/>
48.	Zacaria Solorzano	1842 tulip dr		<input type="checkbox"/>	<input checked="" type="checkbox"/>
49.	CHARLES E. WATSON	2416 EAST DENNIS (RUCKEN MEADOW) <sup>member</sup>		<input type="checkbox"/>	<input checked="" type="checkbox"/>
50.	Janet Lipscomb	3673 Maple Valley Dr. Bedford		<input type="checkbox"/>	<input checked="" type="checkbox"/>
51.	Willie Lipscomb	1735 Belair Circ., Galnesville		<input type="checkbox"/>	<input checked="" type="checkbox"/>
52.	Veronica Rosales	2455 Floyd Rd. Lot 3L 3050R		<input checked="" type="checkbox"/>	<input type="checkbox"/>
53.	Ken Thompson	2250 Floyd Rd.		<input type="checkbox"/>	<input checked="" type="checkbox"/>
54.	Gina Pilcher	PENNINS COMM. MEMBER		<input type="checkbox"/>	<input checked="" type="checkbox"/>
55.	Tim Pilcher	5875 Ransom FREE Rd. Clermont		<input type="checkbox"/>	<input checked="" type="checkbox"/>
56.				<input type="checkbox"/>	<input type="checkbox"/>
57.				<input type="checkbox"/>	<input type="checkbox"/>
58.				<input type="checkbox"/>	<input type="checkbox"/>
59.				<input type="checkbox"/>	<input type="checkbox"/>
60.				<input type="checkbox"/>	<input type="checkbox"/>



# ZONING NOTICE

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

APPLICANT: **JASON DYE**

REQUEST: **REZONE FROM R-11 TO PRD FOR A 44-UNIT TOWNHOME DEVELOPMENT**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION  
Date: **MAR 4, 2024**

Time: **5:15 PM**

COUNTY COMMISSION

Date: **APR 11, 2024**

Time: **6:00 PM**

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809