



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

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

Streamed Live on Hall County Government's Website - www.hallcounty.org
Thursday, June 27, 2024 - 06:00 PM

Call to Order

Approve Agenda

Invocation

- 1 Chairman Richard Higgins

Pledge

- 2 Commissioner Billy Powell

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

Consent Agenda

- 3 Approve the June 24, 2024 Work Session minutes.
- 4 Approve the June 13, 2024 Voting Meeting minutes.
- 5 Approve the Intergovernmental Agreement with the Hall County School District concerning cooperative use, maintenance and payment of utilities for joint public facilities.
- 6 Approve the Intergovernmental Agreement with the cities of Flowery Branch, Gainesville and Oakwood for maintenance and improvements to the Highlands to Islands Multi-Use Trail System.
- 7 Approve the renewal of the annual agreement for an inmate work detail consisting of one (1) full-time correctional officer and four (4) to six (6) inmates with the Georgia Department of Transportation (GDOT) of Atlanta, GA, in the amount of \$61,157.10.
- 8 Approve the renewal of the annual agreement for an inmate work detail consisting of one (1) full-time correctional officer and four (4) inmates with the Georgia Department of Transportation (GDOT) of Atlanta, GA, in the amount of \$79,468.11.
- 9 Approve the award of IFB #023-45 Fire Sprinkler Maintenance Annual Contract for Building Maintenance to ProTech Fire, Inc. of Gainesville, GA. The estimated annual cost is \$122,000.00.

- 10 Approve the award of IFB #013-45 Propane Fuel Delivery Annual Contract for various County departments to Blossman Gas, Inc. of Oakwood, GA. The estimated annual cost is \$51,000.00.
- 11 Approve the award of RFP #44-031 Demand Services for Tool and Heavy Equipment Rentals for various County departments to M & R Rental of Gainesville, GA, United Rentals (North America), Inc. of Gainesville, GA, National Equipment Dealers, LLC of Dallas, GA and Sunbelt Rentals, Inc. of Fort Mill, SC. The estimated annual cost is \$55,000.00.
- 12 Approve the award of IFB #018-45 Replace Roof on Fire Station #6 for Fire Rescue to Colony Roofers, LLC of Atlanta, GA, in the amount of \$58,692.40.
- 13 Approve the renewal of the annual contract and addendum #001 for Hall County Pharmacy Management Services to On-Site Rx, Inc. of Gainesville, GA. The estimated annual cost is \$560,746.00.
- 14 Approve the FY 2025 annual contract renewal for property and casualty insurance brokers (Gallagher Bassett Services, Inc. and Arthur J. Gallagher Company), insurance program coverages, fees, and third party administrator (TPA) services in the amount of \$1,812,139.00; and authorize the Chairman to execute all related documents.
- 15 Approve the renewal of the FY 2025 Memorandum of Understanding with the University of Georgia (UGA) Extension for Cooperative Extension Services and Personnel; authorize the Chairman to execute all related documents, subject to the review and approval by the County Attorney.
- 16 Approve the Employment Agreement for the Director of Financial Services.
- 17 Approve the Employment Agreement for the Director of Development Services.
- 18 Approve the Employment Agreement for the Director of Planning and Zoning.
- 19 Approve the Employment Agreement for the Director of Central Services.
- 20 Approve the award of RFQ/P #45-004 Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating for Public Works & Utilities to Advanced Paving & Sealcoating Inc. of Gainesville, GA, Allied Paving Contractors, Inc. of Pendergrass, GA, Magnum Paving of Villa Rica, GA and Ryals Brothers, LLC of Lula, GA. The estimated annual cost is \$170,000.00.
- 21 Approve the renewal of the annual contract for RFQ/P #44-004 Demand Services for On-Call Public Works Contractors for Public Works & Utilities to Strickland & Sons Pipeline, Inc. of Gainesville, GA, Allied Paving Contractors, Inc. of Pendergrass, GA, Multiplex LLC of Duluth, GA and Simpson Trucking & Grading, Inc. of Gainesville, GA. The estimated annual cost is \$3,000,000.00.
- 22 Approve the renewal of the annual contract for RFQ/P #42-002 Demand Services for Resurfacing, Paving, & Full Depth Reclamation for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA and Pittman Construction Company of Conyers, GA. The estimated annual cost is \$14,800,000.00.
- 23 Approved the 2023 personal property refund in the amount of \$1,449.61 for overpayment of Hall County taxes regarding account #343062 in the name of Bradley Rennick.

- 24 Approve the 2021, 2022 and 2023 real property refund in the amount of \$1,767.00 for overpayment of taxes regarding property located at 1296 Sims Street, Gainesville, GA to 3U Ventures LLC.
- 25 Approve the 2022 personal property refund in the amount of \$1,777.57 for overpayment of Hall County taxes regarding account #311089 in the name of Elringklinger Engineered Plastics North America, Inc.
- 26 Approve the 2022 and 2023 personal property refund in the amount of \$21,117.41 for overpayment of Hall County taxes regarding account #339119 in the name of Supermercado Talpa #11.
- 27 Approve the 2023 personal property refund in the amount of \$128,552.92 for overpayment of Hall County taxes regarding property located at 2125 Candler Road, Gainesville, GA to Cottrell Properties LP.
- 28 Approve the renewal of the annual contract for RFP #42-007 Reappraisal & Equalization Assistance for Certain Real Property for the Tax Assessor's Office to GMASS, Inc. of Norwood, GA. The estimated annual cost is \$500,000.00.
- 29 Approve the ratification of the application for the Criminal Justice Coordinating Council (CJCC) FY 2023 Accountability Court Housing Grant for Treatment Services to provide transitional and emergency housing assistance for participants in the amount of \$99,320.00, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related award documents. A 25% in-kind match is required.

Other Business - Financial Services

- 30 Approve the Fiscal Year 2025 Budget Resolutions: (1) Fiscal Year 2025 Budget Resolution, (2) Victim Witness Program, and (3) Community Service Center Fund Balance Resolution.
- 31 Approve the Tax Levy Resolution setting the millage rates for 2024.
- 32 Approve the Fiscal Year 2024 Budget Adjustment Resolution.

Other Business - Planning and Development

- 33 Public Hearing to adopt Hall County's updated short-term work program and capital improvement element.

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

- 34 **4549 Clarks Bridge Road | Use Subject to County Commission Approval**
| on a 11.68± acre tract located on the west side of Clarks Bridge Road (GA-284), approximately 90 feet from North Browning Bridge Road | Zoned AR-IV; Tax Parcel 12071 000052 | **Proposed Use: Equestrian center with variances from the standards** | Commission District 3 | **Marie Allen, applicant**

- 35 **4151 Nopone Road | Rezone** | from Agricultural Residential IV (AR-IV) & Suburban Shopping (S-S) to Planned Industrial Development (PID) | on a 14.06± acre tract located on the north side of Nopone Road, approximately 623 feet from its intersection with Cleveland Highway (GA-11) | Zoned AR-IV & S-S; Tax Parcel 12026 000004 (pt.) | **Proposed Use: Self-storage facility** | Commission District 3 | **John Hemphill c/o Cloudwalker Investments, LLC, applicant**
- 36 **5079 Old Winder Highway | Rezone** | from Residential I (R-I) to Planned Residential Development (PRD) | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection with Daylily Drive | Zoned R-I; Tax Parcel 15038 000059 | **Proposed Use: 105-unit townhome development** | Commission District 1 | **Steven P. Gilliam, applicant**
- 37 **5052 Cagle Road | Rezone** | from Agricultural Residential IV (AR-IV) to Planned Industrial Development (PID) within the Gateway Corridors Overlay District (GCOD) | on a 20.98± acre tract located on the south side of Cagle Road, at its intersection with Lula Road (GA-52) | Zoned AR-IV; Tax Parcel 09084 000003 | **Proposed Use: Industrial development** | Commission District 3 | **Gregg Poole, applicant**
- 38 **4610 & 4616 Winder Highway | Amend Conditions** | of a Planned Residential Development (PRD) on a combined 31.64± acre tract located on the south side of Winder Highway (GA-53); at its intersection with Plantation Drive | Zoned PRD; Tax Parcels 15037A000070 & 15037A000001 | **Proposed Use: 88-unit townhome development** | Commission District 1 | **Georgia South Development, LLC, applicant**

County Administrator

Commission Time

Adjourn

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



AGENDA ITEM

Invocation

REPORT TO: Work Session (06/24/24)
REPORT TO: Voting Meeting (06/27/24)
ITEM NO: 600/2023
SUBJECT: Chairman Richard Higgins

Meetings:

Work Session Date: 06/24/24 **Voting Meeting Date:** 06/27/24

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

Pledge

REPORT TO: Work Session (06/24/24)
REPORT TO: Voting Meeting (06/27/24)
ITEM NO: 601/2023
SUBJECT: Commissioner Billy Powell

Meetings:

Work Session Date: 06/24/24 **Voting Meeting Date:** 06/27/24

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

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 371/2024

SUBJECT: Approve the June 24, 2024 Work Session minutes.

Meetings:

Work Session Date: 06/24/24 **Voting Meeting Date:** 06/27/24

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request: Approve the June 24, 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? 2024-06-27

Approvals:

Approve	Attorney	Administration	Clerk
JR	WLI	CR	JR

Attachments:

6-24-2024 Work Session Minutes



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

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

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Monday, June 24, 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, and County Attorney William Linkous III

Community Services and Parks

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

- 1 Approve the Intergovernmental Agreement with the Hall County School District concerning cooperative use, maintenance and payment of utilities for joint public facilities.

Consent

- 2 Approve the Intergovernmental Agreement with the cities of Flowery Branch, Gainesville and Oakwood for maintenance and improvements to the Highlands to Islands Multi-Use Trail System.

Consent

Corrections and Maintenance

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

- 3 Approve the renewal of the annual agreement for an inmate work detail consisting of one (1) full-time correctional officer and four (4) to six (6) inmates with the Georgia Department of Transportation (GDOT) of Atlanta, GA, in the amount of \$61,157.10.

Consent

- 4 Approve the renewal of the annual agreement for an inmate work detail consisting of one (1) full-time correctional officer and four (4) inmates with the Georgia Department of Transportation (GDOT) of Atlanta, GA, in the amount of \$79,468.11.

Consent

- 5 Approve the award of IFB #023-45 Fire Sprinkler Maintenance Annual Contract for Building Maintenance to ProTech Fire, Inc. of Gainesville, GA. The estimated annual cost is \$122,000.00.

Consent

Financial Services

Taylor Samples, Interim Director of Financial Services, addressed the Board.

- 6 Approve the award of IFB #013-45 Propane Fuel Delivery Annual Contract for various County departments to Blossman Gas, Inc. of Oakwood, GA. The estimated annual cost is \$51,000.00.

Consent

- 7 Approve the award of RFP #44-031 Demand Services for Tool and Heavy Equipment Rentals for various County departments to M & R Rental of Gainesville, GA, United Rentals (North America), Inc. of Gainesville, GA, National Equipment Dealers, LLC of Dallas, GA and Sunbelt Rentals, Inc. of Fort Mill, SC. The estimated annual cost is \$55,000.00.

Consent

Mr. Samples gave a brief overview of the proposed FY 2025 budget.

- 8 Approve the Fiscal Year 2025 Budget Resolutions: (1) Fiscal Year 2025 Budget Resolution, (2) Victim Witness Program, and (3) Community Service Center Fund Balance Resolution.
- 9 Approve the Tax Levy Resolution setting the millage rates for 2024.
- 10 Approve the Fiscal Year 2024 Budget Adjustment Resolution.

Fire Rescue

Jerry Smith, Fire Chief, addressed the Board.

- 11 Approve the award of IFB #018-45 Replace Roof on Fire Station #6 for Fire Rescue to Colony Roofers, LLC of Atlanta, GA, in the amount of \$58,692.40.

Consent

Human Resources

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

- 12 Approve the renewal of the annual contract and addendum #001 for Hall County Pharmacy Management Services to On-Site Rx, Inc. of Gainesville, GA. The estimated annual cost is \$560,746.00.

Consent

Commissioner Stowe exited the meeting.

- 13 Approve the FY 2025 annual contract renewal for property and casualty insurance brokers (Gallagher Bassett Services, Inc. and Arthur J. Gallagher Company), insurance program coverages, fees, and third party administrator (TPA) services in the amount of \$1,812,139.00; and authorize the Chairman to execute all related documents.

Consent

Commissioner Stowe re-entered the meeting.

- 14 Approve the renewal of the FY 2025 Memorandum of Understanding with the University of Georgia (UGA) Extension for Cooperative Extension Services and Personnel; authorize the Chairman to execute all related documents, subject to the review and approval by the County Attorney.

Consent

- 15 Approve the Employment Agreement for the Director of Financial Services.

Consent

- 16 Approve the Employment Agreement for the Director of Development Services.

Consent

- 17 Approve the Employment Agreement for the Director of Planning and Zoning.

Consent

- 18 Approve the Employment Agreement for the Director of Central Services.

Consent

Planning and Development

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

- 19 Public Hearing to adopt Hall County's updated short-term work program and capital improvement element to the Georgia Mountains Regional Commission.

- 20 **4549 Clarks Bridge Road | Use Subject to County Commission Approval** | on a 11.68± acre tract located on the west side of Clarks Bridge Road (GA-284), approximately 90 feet from North Browning Bridge Road | Zoned AR-IV; Tax Parcel 12071 000052 | **Proposed Use: Equestrian center with variances from the standards** | Commission District 3 | **Marie Allen, applicant**
- 21 **4151 Nopone Road | Rezone** | from Agricultural Residential IV (AR-IV) & Suburban Shopping (S-S) to Planned Industrial Development (PID) | on a 14.06± acre tract located on the north side of Nopone Road, approximately 623 feet from its intersection with Cleveland Highway (GA-11) | Zoned AR-IV & S-S; Tax Parcel 12026 000004 (pt.) | **Proposed Use: Self-storage facility** | Commission District 3 | **John Hemphill c/o Cloudwalker Investments, LLC, applicant**
- 22 **5079 Old Winder Highway | Rezone** | from Residential I (R-I) to Planned Residential Development (PRD) | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection with Daylily Drive | Zoned R-I; Tax Parcel 15038 000059 | **Proposed Use: 105-unit townhome development** | Commission District 1 | **Steven P. Gilliam, applicant**
- Commissioner Poole exited the meeting.*
- 23 **5052 Cagle Road | Rezone** | from Agricultural Residential IV (AR-IV) to Planned Industrial Development (PID) within the Gateway Corridors Overlay District (GCOD) | on a 20.98± acre tract located on the south side of Cagle Road, at its intersection with Lula Road (GA-52) | Zoned AR-IV; Tax Parcel 09084 000003 | **Proposed Use: Industrial development** | Commission District 3 | **Gregg Poole, applicant**
- Commissioner Poole re-entered the meeting.*
- 24 **4610 & 4616 Winder Highway | Amend Conditions** | of a Planned Residential Development (PRD) on a combined 31.64± acre tract located on the south side of Winder Highway (GA-53); at its intersection with Plantation Drive | Zoned PRD; Tax Parcels 15037A000070 & 15037A000001 | **Proposed Use: 88-unit townhome development** | Commission District 1 | **Georgia South Development, LLC, applicant**

Public Works and Utilities

Jorge Gomez, Assistant Director of Public Works and Utilities, addressed the Board.

- 25 Approve the award of RFQ/P #45-004 Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating for Public Works & Utilities to Advanced Paving & Sealcoating Inc. of Gainesville, GA, Allied Paving Contractors, Inc. of Pendergrass, GA, Magnum Paving of Villa Rica, GA and Ryals Brothers, LLC of Lula, GA. The estimated annual cost is \$170,000.00.

Consent

26 Approve the renewal of the annual contract for RFQ/P #44-004 Demand Services for On-Call Public Works Contractors for Public Works & Utilities to Strickland & Sons Pipeline, Inc. of Gainesville, GA, Allied Paving Contractors, Inc. of Pendergrass, GA, Multiplex LLC of Duluth, GA and Simpson Trucking & Grading, Inc. of Gainesville, GA. The estimated annual cost is \$3,000,000.00.

Consent

27 Approve the renewal of annual contract for RFQ/P #42-002 Demand Services for Resurfacing, Paving, & Full Depth Reclamation for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA and Pittman Construction Company of Conyers, GA. The estimated annual cost is \$14,800,000.00.

Consent

Tax Assessors

Steve Watson, Chief Appraiser, addressed the Board.

28 Approved the 2023 personal property refund in the amount of \$1,449.61 for overpayment of Hall County taxes regarding account #343062 in the name of Bradley Rennick.

Consent

29 Approve the 2021, 2022 and 2023 real property refund in the amount of \$1,767.00 for overpayment of taxes regarding property located at 1296 Sims Street, Gainesville, GA to 3U Ventures LLC.

Consent

30 Approve the 2022 personal property refund in the amount of \$1,777.57 for overpayment of Hall County taxes regarding account #311089 in the name of Elringklinger Engineered Plastics North America, Inc.

Consent

31 Approve the 2022 and 2023 personal property refund in the amount of \$21,117.41 for overpayment of Hall County taxes regarding account #339119 in the name of Supermercado Talpa #11.

Consent

32 Approve the 2023 personal property refund in the amount of \$128,552.92 for overpayment of Hall County taxes regarding property located at 2125 Candler Road, Gainesville, GA to Cottrell Properties LP.

Consent

33 Approve the renewal of the annual contract for RFP #42-007 Reappraisal & Equalization Assistance for Certain Real Property for the Tax Assessor's Office to GMASS, Inc. of Norwood, GA. The estimated annual cost is \$500,000.00.

Consent

Treatment Services

Heather Herrington, Director of Treatment Services, addressed the Board.

- 34 Approve the ratification of the application for the Criminal Justice Coordinating Council (CJCC) FY 2023 Accountability Court Housing Grant for Treatment Services to provide transitional and emergency housing assistance for participants in the amount of \$99,320.00, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related award documents. A 25% in-kind match is required.

Consent

County Administrator

Mr. Propes addressed the Board and stated the following:

- *Hall County Offices will be closed on Thursday, July 4, 2024 in observance of the Independence Day holiday.*
- *Presented a 'WIN' video highlighting the completion of the HVAC system updates at the Hall County Animal Shelter.*

Public Comments

There were no comments from the public.

Commission Time

Commissioner Gregg Poole, District 3, asked if there would be a meet and greet with the new Hall County Building Official. Mr. Propes advised that event is currently being scheduled for sometime in July.

Adjourn

Chairman Higgins adjourned the meeting at 3:42 p.m.



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 372/2024

SUBJECT: Approve the June 13, 2024 Voting Meeting minutes.

Meetings:

Work Session Date: 06/24/24 **Voting Meeting Date:** 06/27/24

Executive Summary:

Presenter: CA

Recommendation:
Approve

Purpose of Request: Approve the June 13, 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? 2024-06-27

Approvals:

Approve	Attorney	Administration	Clerk
JR	WLI	CR	JR

Attachments:

June 13, 2024 Voting Meeting Minutes



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

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

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Thursday, June 13, 2024 - 06:00 PM**

Call to Order

Chairman Higgins at 6:00 p.m.

Present:

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

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

Approve Agenda

Commissioner Stowe/Commissioner Powell — approve with an amendment to move item 25 from the Consent Agenda and place to follow item 36 under Other Business - Public Works & Utilities — unanimous

Invocation

- 1 Chairman Richard Higgins

Pledge

- 2 Commissioner Kathy Cooper

Public Comments

There were no comments from the public.

Consent Agenda

Commissioner Powell/Commissioner Poole — approve — unanimous

- 3 Approve the June 10, 2024 Work Session minutes.

- 4 Approve the June 10, 2024 Executive Session minutes.
- 5 Approve the June 10, 2024 Meeting minutes.
- 6 Approve the May 23, 2024 Voting Meeting minutes.
- 7 Approve the award of IFB #003-45 Electrical Repair Services for Facilities Management to DeHart and Hill Electric, Inc. of Cumming, GA and Capital City Electrical Services, LLC of Norcross, GA. The estimated annual cost is \$70,956.00.
- 8 Approve the award of RFQ/P #44-030 Demand Services for On-Call Roofing Installation and Repair Services for Facilities Management to Bone Dry Roofing Company of Bogart, GA, Core Roofing Systems, LLC of Alpharetta, GA and Roof Technology Partners, LLC of Woodstock, GA. The estimated annual cost is \$1,012,661.00.
- 9 Approve the award of IFB #009-45 Inmate Grocery & Meat Products Supply Services for the Correctional Institution to Performance Food Group, Inc. of Oakwood, GA, Sysco Atlanta of College Park, GA and Aasdel Corporation of Norcross, GA. The estimated annual cost is \$150,000.00.
- 10 Approve the award of IFB #008-45 Inmate Clothing & Related Items Supply for the Correctional Institution and Jail to Bob Barker Company, Inc. of Fuquay-Varina, NC, Hard Time Products, LLC of Rome, GA and Victory Supply, Inc. of Mount Pleasant, TN. The estimated annual cost is \$93,500.00.
- 11 Approve the award of RFQ/P #44-034 Demand Services for On-Call HVAC Unit Installation, Repair, & Maintenance for Building Maintenance to J.R. Hobbs Co - Atlanta of Lawrenceville, GA, Conditioned Air Systems, Inc. of Gainesville, GA and Freedom Mechanical, LLC of Lula, GA. The estimated annual cost is \$1,556,201.56.
- 12 Approve the renewal of the annual contract for RFQ/P #44-001 Demand Services for On-Call Flooring Contractors for various County departments to Covered + Clad Commercial Finishes of Buford, GA. The estimated annual cost is \$85,700.00.
- 13 Approve the renewal of the annual contract for RFQ/P #41-002 Demand Services for On-Call Concrete Contractors for various County departments to Chattahoochee Group, Inc. of Clermont, GA, Multiplex, LLC of Duluth, GA and Sol Construction, LLC of Atlanta, GA. The estimated annual cost is \$225,978.00.
- 14 Approve the award of IFB #021-45 Firefighting Boots, Gloves and Hoods for Fire Rescue to Profire and Tactical, LLC of Woodstock, GA, FireLine, Inc. of Winder, GA and Ten-8 Fire and Safety, LLC of Forsyth, GA. The estimated annual cost is \$51,895.00.
- 15 Approve the award of IFB #005-45 Firefighting Equipment for Fire Rescue to North America Fire Equipment Co., Inc. (NAFECO) of Decatur, AL. The estimated annual cost is \$130,000.00.

- 16 Approve the ratification of Change Order #1 under RFQ/P #41-001 Demand Services for Civil Engineering Services for permitting, inspection, and plan review services for Planning & Development to CPL Architects, Engineers, Landscape Architect & Surveyor, D.P.C. (P.C.) of Suwanee, GA, in the amount of \$372,545.00.
- 17 Approve the renewal of annual contract for IFB #018-44 Pavement Marking Installation and Removal Services for Public Works & Utilities to Peek Pavement Marking, LLC, of Columbus, GA. The estimated annual cost is \$140,228.00.
- 18 Approve the renewal of annual contract for IFB #010-44 QA/QC Engineering Construction Testing Services for Public Works & Utilities to ECS Southeast, LLP of Marietta, GA, Geo-Hydro Engineers, Inc. of Kennesaw, GA, Goodwyn Mills Cawood, LLC of Buford, GA, UES (previously Contour Engineering, LLC) of Kennesaw, GA and United Consulting of Norcross, GA. The estimated annual cost is \$200,000.00.
- 19 Approve the renewal of the annual contract for RFQ #42-026 Public Works & Utilities Program Management for Public Works & Utilities to Rochester & Associates, Inc. of Gainesville, GA. The estimated annual cost is \$545,000.00.
- 20 Approve the renewal of the annual contract for RFQ/P #41-001 Demand Services for Civil Engineering Services for Public Works & Utilities to CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA, Atlas Technical Consultants, LLC of Duluth, GA and Hussey Gay Bell & De Young International, Inc. of Duluth, GA. The estimated annual cost is \$1,184,970.00.
- 21 Approve the renewal of the annual contract for RFQ/P# 43-001 Demand Services for Professional Architectural Services for Public Works & Utilities to Precision Planning, Inc. of Lawrenceville, GA, CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA and Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA. The estimated annual cost is \$2,075,100.00.
- 22 Approve the award of Task Order #2024-038 Replace Storm Sewer on Lake Seminole Place in Morgan's Crossing Subdivision under RFQ #44-004 Demand Services for On-Call Public Works Contractors for Public Works & Utilities to Simpson's Trucking & Grading, Inc. of Gainesville, GA, in the amount of \$376,376.00.
- 23 Approval and authorization for the Chairman to execute a donation site agreement between Hall County and ATS Operating, LLC to collect donations from Hall County Recycling Center donation sites.
- 24 Approve the ratification of the application for the US Department of Transportation's Rural Surface Transportation Grant Program to provide funds for road improvements for the Spout Springs Road Widening, Phase 2, in the amount of \$62,011,681.00, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related award documents. A match of \$15,502,921.00 will be required.

- 25 ~~Approval and authorization for the Chairman to execute a Settlement Agreement for the purchase of real property located at 7210 Sherwood Mill Drive, Hall County, Georgia, tax parcel number 15041 000130, for the sum of \$623,000.00; authorization for the payment of qualifying moving expenses in the amount of \$11,908.14, required for the construction of the Spout Springs Road Phase 2 Project, and authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.~~
- 26 Approval and authorization for the Chairman to execute a resolution to ratify and affirm all actions taken in furtherance of the purchase of Parcel 073, Hall County tax parcel number 15042 000080, also known as 7030 Spout Springs Road, for the sum of \$390,000.00, required for the construction of the Spout Springs Road Phase 2 Project, and authorize the execution of any and all documents necessary to effectuate the ratification and affirmation, subject to review and approval by the County Attorney.
- 27 Approve Change Order #1 for design and construction services for Fire Station #17 to Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA, in the amount of \$158,000.00.
- 28 Approve the award of IFB #001-45 Point Blank AXII-4 Ballistic Vests for the Sheriff's Office to Federal Eastern International, LLC (FEI) of Jacksonville, FL. The estimated annual cost is \$86,106.00.
- 29 Approve the annual contract renewal for medical services for the Hall County Jail to Dr. Linwood Zoller, M.D. of Gainesville, GA. The estimated annual cost is \$171,611.53.
- 30 Approve the ratification of Change Order #1 for inmate food service for the Hall County Jail to Trinity Services Group, Inc. of Oldsmar, FL, in the amount of \$260,000.00.
- 31 Approve the award of RFQ/P #45-006 Inmate Food Service for the Hall County Jail to Kellwell Food Management of Beattyville, KY. The estimated annual cost is \$1,000,000.00.
- 32 Approve the ratification of Change Order #1 for nursing services for the Hall County Jail to Correctional Nursing Services, LLC of Oakwood, GA, in the amount of \$234,000.00.
- 33 Approve the annual contract renewal for nursing services for the Hall County Jail to Correctional Nursing Services, LLC of Oakwood, GA. The estimated cost is \$1,500,000.00.
- 34 Approve the 2023 personal property refund in the amount of \$1,145.61 for overpayment of Hall County taxes regarding account #337224 to Rachel Machamer.
- 35 Approve Change Order #2 for additional professional service hours for Reappraisal & Equalization Assistance of Certain Real Property for the Tax Assessor's Office to Georgia Mass Appraisal Solutions and Services, Inc. (GMASS) of Norwood, GA, in the amount of \$149,658.00.

Other Business - Financial Services

Taylor Samples, Interim Director of Financial Services, addressed the Board.

- 36 Present the proposed Fiscal Year 2025 Budget and Public Hearing.

Mr. Lawhon introduced the item. Mr. Samples discussed the item. Mr. Lawhon conducted the Public Hearing.

There were no comments from the public.

Other Business - Public Works & Utilities

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

- 25 Approval and authorization for the Chairman to execute a Settlement Agreement for the purchase of real property located at 7210 Sherwood Mill Drive, Hall County, Georgia, tax parcel number 15041 000130, for the sum of \$623,000.00, authorization for the payment of qualifying moving expenses in the amount of \$11,908.14, required for the construction of the Spout Springs Road Phase 2 Project, and authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Mr. Nash discussed the item and advised the amount of moving expenses is \$12,488.12.

Commissioner Stowe/Commissioner Poole — approve — unanimous

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

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

- 37 **402 McConnell Drive | Reestablishment of a nonconforming use |** on a 0.22± acre tract located on the west side of McConnell Drive, approximately 186 feet from its intersection with Mimosa Street | Zoned R-II, Tax Parcel 00133 010011 | **Proposed Use: Automobile repair and maintenance |** Commission District 4 | **Randy Matheny, applicant**

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

The following people addressed the Board:

Favor:

- Randy Matheny, 128 Forrester Road, Maysville

Commissioner Stowe/Commissioner Poole — approve with the fourteen (14) conditions listed below — unanimous

Conditions:

1. No new development is approved in this applicant's request; however, in the future all new development shall be compliant with development standards as applicable at the time of plan approval.
2. All maintenance and repair of vehicles shall be conducted indoors.
3. No unregistered or junk vehicles shall be permitted to be stored onsite.
4. Any business sign shall be in conformance with the current Hall County sign standards.
5. Prior to the issuance of a business license for automotive detailing, documentation shall be provided detailing how wastewater is to be disposed of because sewer service is not available.
6. Prior to the issuance of a business license, an existing septic system evaluation is required.
7. Prior to the issuance of an occupancy permit, there shall be a six (6) foot height solid wood fence or masonry wall installed to provide adequate visual screening next to residential zoning.
8. Prior to the issuance of any building permits, a recorded plat shall be required.
9. All conditions of zoning shall be made part of any plat created for this property.
10. Hours of operation shall be Monday through Friday from 8:00am-6:00pm and Saturday from 8:00am - 3:00pm.
11. No more than twelve (12) vehicles awaiting repair shall be stored onsite and vehicles shall be stored in designated (striped) parking spaces. Vehicles awaiting repair shall not be stored for longer than thirty (30) days.
12. Parking in the right-of-way is prohibited.
13. Prior to the issuance of a business license, a site visit shall be conducted by Hall County Planning staff to verify the number and location of vehicles awaiting repair.
14. All vehicles shall be parked inside the fencing referencing site plan dated February 24, 1987 and submitted on March 13, 2024.

38

5953, 5957, 5961, 5963 & 5967 Pocahontas Drive | Amend conditions of zoning | on a 5.28± acre tract located on the east side of Pocahontas Drive, at its intersection with Nachoochee Trail | Zoned R-I; Tax Parcel 08131 002046 | Proposed Use: 5-lot subdivision | Commission District 2 | Kimberly Zax, applicant

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

The following people addressed the Board:

Favor:

- Lee Chambers, 4622 Pine Manor Bluff, Suwanee

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

Conditions:

1. The property shall be subdivided into a maximum of five (5) building lots in accordance with the requirements of the Residential-I (R-1, 17.60) zoning district as detailed in 17.240 (area and setback requirements).
2. A subdivision plat shall be reviewed for compliance with all applicable standards found in the Official Code of Hall County as part of the Hall County Plat Review process.
3. All conditions of zoning shall be made part of any plats created for the property.
4. Permitting shall require normal review process.
5. A sign shall be posted on the lot thirty (30) days in advance of construction. The sign shall serve as notification of construction for the neighborhood.
6. Developer shall maintain a 20-foot undisturbed buffer on Lot 5 along the power line easement as shown in the site plan received March 11, 2024.

39

4199 Perry Drive | Appeal a Planning Commission Decision for a Variance | 17.240.010. to reduce the left side yard setback | on a 0.26± acre tract located on the south side of Perry Drive, approximately 1,915 feet from its intersection with Mount Vernon Road (GA-283) | Zoned V-C; Tax Parcel 10117 000024 | Proposed Use: Detached garage | Commission District 3 | Nicholas DiQuollo, applicant; George E. Lee, appellant

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

The following people addressed the Board:

Favor:

- George Lee, 4183 Perry Drive, Gainesville

Opposition:

- Nick DiQuollo, 4199 Perry Drive, Gainesville

Commissioner Poole/Commissioner Powell — deny appeal — unanimous

County Administrator

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

- *Thanked the Board of Commissioners for their leadership in the budget process.*
- *Thanked Interim Finance Director Taylor Samples, Assistant County Administrators Katie Crumley and Casey Ramsey, Dr. LisaRae Jones, Daniel Sexton, Elizabeth White and the rest of the Budget Committee and Department Directors for their work on the proposed budget.*

Commission Time

Commissioner Gregg Poole, District 3, discussed property assessments, appeals, sales ratio studies and state legislation that effects taxes.

Commissioner Jeff Stowe, District 4, stated that there will be a Juneteenth celebration this Saturday, June 15, 2024 at Butler Park between 3:00 and 8:00 pm.

Chairman Richard Higgins discussed property assessments, appeals and state legislation that effects taxes.

Adjourn

Commissioner Stowe/Commissioner Powell — adjourn at 7:01 p.m. — unanimous



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 345/2024

SUBJECT: Approve the Intergovernmental Agreement with the Hall County School District concerning cooperative use, maintenance and payment of utilities for joint public facilities.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: BH

Recommendation:
Approve.

Purpose of Request:

To standardize and delineate responsibilities in the management of facilities utilized by both Hall County Government and Hall County Schools.

History:

Currently, the specifications of the partnership are detailed in five separate documents: an MOU (Sardis and Hog Mountain, 2001); an IGA (East Hall, 2004); a Letter of Agreement (Spout Springs, 2008); and two Maintenance Agreements (2010 and undated).

Facts and Issues:

This agreement covers the following “shared-use” facilities: East Hall Community Center and Park, Sardis Sports Complex (Chestatee High School), Hog Mountain Sports Complex (Flowery Branch High School), Spout Springs Sports Complex (Cherokee Bluff High School), and Alberta Banks Park.

There is also a need to extend our formal agreement at East Hall Community Center and Park, which expires in 2029. Before investing further County funds in this property, it would be beneficial to ensure our rights to develop and manage these facilities for as far into the future as possible.

Options:

Funding Requested

\$ 0.00

Are funds within current budget?

No

Source of Funds

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

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
BH	BH	EW	TS
Attorney	Administration		Clerk
WLI	CR		JR

Attachments:

IGA with Hall County Schools

STATE OF GEORGIA

COUNTY OF HALL

HALL COUNTY, GEORGIA AND
HALL COUNTY SCHOOL DISTRICT
INTERGOVERNMENTAL AGREEMENT
FOR COOPERATIVE USE, MAINTENANCE, AND PAYMENT OF UTILITIES
AS TO JOINT PUBLIC FACILITIES

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes and empowers public school districts and counties to cooperate with each other and to that end enter into agreements with each other for up to twenty (20) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, including doing so for the purpose of organizing, promoting, and conducting programs of community recreation and benefit, and for the purposes of education for children and adult citizens of the State; and

WHEREAS, the Hall County School District and Hall County, Georgia desire to establish a basis for the cooperative use, maintenance, and payment of utilities of their joint recreational and educational facilities listed herein which are located within the Hall County community.

NOW THEREFORE, the Hall County School District and Hall County, Georgia hereby mutually agree and contract with each other as follows:

I.

PURPOSE OF THE INTERGOVERNMENTAL AGREEMENT

Hall County, Georgia (“the County”) is committed to provide quality leisure and recreational activities and opportunities to its citizens which contribute to their overall health, safety, and general well-being. Likewise, the Hall County School District (“the School District”) is dedicated to combining a quality learning experience with physical activities in order to provide a well-rounded education for its students. Often, the same types of facilities, equipment, and services are required and desirable to accomplish both the stated purpose of the County and the stated purpose of the School District.

Historically, the County and the School District have jointly cooperated in the development, maintenance, use, and payment for/of certain joint recreational facilities, equipment, and services. In order to avoid duplication of such facilities, equipment, and services and to provide benefit to the citizens and taxpayers of Hall County, the County and the School District wish to continue to cooperate with one another as to such facilities, equipment, and services and the use, maintenance, and payment therefor whenever it is feasible for both entities. The parties also wish to memorialize and consolidate their agreements relating to joint facilities into one comprehensive intergovernmental agreement for easy reference. Therefore, the parties contract herein as follows.

II.

TERM

The term of this intergovernmental agreement shall be 20 years from the date of its full adoption and execution by the parties, or until this agreement is terminated pursuant to the termination provisions contained herein. Upon written mutual consent of both parties, this agreement may be extended by a period of 10 years at any time prior to the expiration hereof.

III.

PRIOR AGREEMENTS BETWEEN THE PARTIES

The parties acknowledge the existence of two prior intergovernmental agreements between them that relate to the facilities discussed herein dated March 12, 2001 and June 10, 2004. This intergovernmental agreement shall supersede these agreements and all other prior agreements between the parties as to the use, maintenance, and payment for utilities relating to the joint facilities listed herein. However, this intergovernmental agreement shall not supersede the provisions of any prior intergovernmental agreements between the parties as to matters other than the use, maintenance, and payment for utilities relating to the facilities specifically listed herein.

IV.

EAST HALL COMMUNITY CENTER AND PARK

The parties acknowledge that they have a shared facility called the East Hall Community Center and Park located at 3911 P Davison Road, Gainesville, Georgia. The parties agree that the facility shall be operated as follows:

Two Youth Baseball Fields: The County shall have exclusive use of the Two Youth Baseball Fields, and shall be responsible for the maintenance of the fields. The parties shall split the cost of all utilities for the Two Youth Baseball Fields by a 50%/50% split.

High School Softball Field and High School Baseball Field: The School District shall have the right to exclusive use of these two fields and shall be responsible for all maintenance of them. The parties shall split the cost of all utilities for the High School Softball Field and High School Baseball Field by a 50%/50% split.

High School Baseball Scoring Tower, Concessions, and Restroom Building: The School District shall have the right to exclusive use of the Scoring Tower, Concessions, and Restroom Building at the High School Baseball Field and shall be responsible for all maintenance of this facility. The parties shall split the cost of all utilities at this facility by a 50%/50% split.

Tennis Courts: The parties shall share use of the Tennis Courts and the School District shall have the right of first use of all Courts during the school year which shall be defined as November 1 to May 15 of each year. The County shall have the right to use the Tennis Courts whenever the School District

has not reserved them during the school year and shall have right of first use from May 16 to October 31 of each year. The School District shall be responsible for all routine maintenance of the Tennis Courts during the above-referenced school year, except that the County shall continue garbage pickup during the full year. The County shall be responsible for routine maintenance of the Tennis Courts from May 16 to October 31 each year. The parties shall split the cost of all utilities including electricity for the Tennis Courts by a 50%/50% split. As to all major repairs to the Tennis Courts that the parties agree should be made, the parties shall divide the cost for such major repairs by a 50%/50% split. Staff from the County and the School District shall meet and jointly inspect the Tennis Courts on or about October 24 and May 9 each year to address any needed minor maintenance and repairs.

Multipurpose Field and Track: The parties shall share use of the Multipurpose Field and Track and the School District shall have the right of first use of the Field and Track. The County shall have the right to use the Multipurpose Field and/or Track whenever the School District has not reserved them. The County shall be responsible for mowing the Multipurpose Field and the School District shall be responsible for all other maintenance of the Multipurpose Field and Track. The parties shall split the cost of all utilities for the Multipurpose Field and Track by a 50%/50% split.

High School Softball and Youth Baseball Fields Scoring Tower, Concessions and Restroom Building: The parties shall share use of this facility and the School District shall have the right of first use. The County shall have the right to use the facility whenever the School District has not reserved it. The School District shall be responsible for maintenance of this facility. The parties shall split the cost of all utilities for this facility by a 50%/50% split.

Maintenance Building: The parties shall share use of the Maintenance Building according to the currently dedicated portions of the Building for use by each party. Each party shall be responsible for all maintenance required for their own dedicated portion of the Maintenance Building. The parties shall split the cost of all utilities for the Maintenance Building by a 50%/50% split.

Community Center: The County shall have exclusive use of the Community Center unless the School District requests use of some or all of the Community Center in which case the County will use its best efforts to reasonably accommodate such a request. The Community Center shall be maintained solely by the County and the County shall pay for all utilities for the Community Center.

Playground: The County shall have exclusive use of the Playground and shall be responsible for all of its maintenance and shall bear all its costs, including utilities if any.

Parking Lots: The parties shall share use of the parking lots. To the extent that the parties agree that the parking lots require resurfacing and/or re-stripping, the costs of said surfacing/stripping work shall be divided by a 50%/50% split.

Sidewalks and Landscaped Areas: The parties shall share use of the sidewalks and landscaped areas. To the extent that the parties agree that the sidewalks and/or landscaped areas require maintenance, the costs of said maintenance shall be divided by a 50%/50% split.

Reservation System: As to any facilities described above other than the parking lots and the sidewalks and landscaped areas that are shared use under this agreement, the parties agree to work in good faith to establish a mutually acceptable and accessible reservation system that will bind the parties as to the use of the facilities. The reservation system shall include any necessary submission of schedules of games and practices, including times of use, to one or both parties prior to the start of each sports session in a manner that allows effective scheduling of facilities.

V.

SARDIS SPORTS COMPLEX

The parties acknowledge that they have a shared facility called the Sardis Sports Complex located at 2811 Sardis Road, Gainesville, Georgia. The parties agree that the facility shall be operated as follows:

High School Baseball Field: The School District shall have the right to exclusively use the Baseball Field and shall be responsible for all maintenance of it. The School District shall be responsible for the cost of utilities for the Baseball Field.

High School Softball Field: The School District shall have the right to exclusively use the Softball Field and shall be responsible for all maintenance of it. The School District shall be responsible for the cost of utilities for the Softball Field.

Two Youth Baseball Fields: The County shall have exclusive use of the Two Youth Baseball Fields and shall be responsible for all maintenance of the fields. The County shall also be responsible for the cost of all utilities for the Two Youth Baseball Fields.

Tennis Courts: The parties shall share use of the Tennis Courts and the School District shall have the right of first use of all Courts during the school year which shall be defined as November 1 to May 15 of each year. The County shall have the right to use the Tennis Courts whenever the School District has not reserved them during the school year and shall have right of first use from May 16 to October 31 of each year. The School District shall be responsible for all routine maintenance of the Tennis Courts during the above-referenced school year, except that the County shall continue garbage pickup during the full year. The County shall be responsible for routine maintenance of the Tennis Courts from May 16 to October 31 each year. The parties shall split the cost of all utilities including electricity for the Tennis Courts by a 50%/50% split. As to all major repairs to the Tennis Courts that the parties agree should be made, the parties shall divide the cost for such major repairs by a 50%/50% split. Staff from the County and the School District shall meet and jointly inspect the Tennis Courts on or about October 24 and May 9 each year to address any needed minor maintenance and repairs.

Cross-Country Course: The School District shall have exclusive use of the Cross-Country Course. The School District shall be responsible for maintenance of the Cross-Country Course and shall also be responsible for the cost of any utilities relating to such Course.

Parking Lots: The parties shall share use of the parking lots. To the extent that the parties agree that the parking lots require resurfacing and/or re-striping, the costs of said surfacing/stripping work shall be divided by a 50%/50% split.

Old Tennis Court: The School District shall have the right to exclusive use of the Old Tennis Court. The School District shall be responsible for the cost of all utilities for the Old Tennis Court, and shall be responsible for all maintenance of the Old Gymnasium. Should the parties agree to a sale or other transfer of the Old Tennis Court between them, the provisions of this paragraph will not survive such a sale or transfer unless agreed to in writing by all parties to this Agreement.

Restroom/Concession Building: The County shall have exclusive use of the Restroom/Concessions Building and shall be responsible for all maintenance and bear all costs for said building, including any utilities.

Reservation System: As to any facilities described above other than the parking lots that are shared use under this agreement, the parties agree to work in good faith to establish a mutually acceptable and accessible reservation system that will bind the parties as to the use of the facilities. The reservation system shall include any necessary submission of schedules of games and practices, including times of use, to one or both parties prior to the start of each sports session in a manner that allows effective scheduling of facilities.

VI.

HOG MOUNTAIN SPORTS COMPLEX

The parties acknowledge that they have a shared facility called the Hog Mountain Sports Complex located at 4381 Falcon Parkway, Flowery Branch, Georgia. The parties agree that the facility shall be operated as follows:

Two Youth Baseball Fields: The County shall have exclusive use of the Two Youth Baseball Fields, and shall be responsible for the maintenance of the fields. The parties shall split the cost of all utilities for the Two Youth Baseball Fields by a 50%/50% split.

High School Softball Field, High School Baseball Field and Hitting Facility: The School District shall have the right to exclusive use of these facilities and shall be responsible for all maintenance of them. The parties shall split the cost of all utilities for these facilities by a 50%/50% split.

Tennis Courts and Restroom Building: The parties shall share use of the Tennis Courts and adjacent Restroom Building and the School District shall have the right of first use of all courts and the building during the school year which shall be defined as November 1 to May 15 of each year. The County shall have the right to use the Tennis Courts and Restroom Building whenever the School District has not reserved them during the school year and shall have right of first use from May 16 to October 31 of each year. The School District shall be responsible for all routine maintenance of the Tennis Courts and Restroom Building during the above-referenced school year, except that the County shall continue garbage pickup during the full year. The County shall be responsible for routine maintenance of the Tennis Courts and Restroom Building from May 16 to October 31 each year. The

parties shall split the cost of all utilities including electricity for the Tennis Courts and Restroom Building by a 50%/50% split. As to all major repairs to the Tennis Courts and Restroom Building that the parties agree should be made, the parties shall divide the cost for such major repairs by a 50%/50% split. Staff from the County and the School District shall meet and jointly inspect the Tennis Courts and Restroom Building on or about October 24 and May 9 each year to address any needed minor maintenance and repairs.

Multipurpose Field: The School District shall have exclusive use of the Multipurpose Field. The School District shall be responsible for maintenance of the Multipurpose Field. The parties shall split the cost of all utilities for the Multipurpose Field by a 50%/50% split.

Cross-Country Course: The School District shall have exclusive use of the Cross-Country Course. The School District shall be responsible for maintenance of the Cross-Country Course. The parties shall split the cost of all utilities for the Cross-Country Course by a 50%/50% split.

Field House: The School District shall have exclusive use of the Field House. The School District shall be responsible for all maintenance of the Field House. The parties shall split the cost of all utilities for the Cross-Country Course by a 50%/50% split.

Maintenance Building: The County shall have exclusive use of the Maintenance Building. The County shall be responsible for all maintenance of the Maintenance Building. The parties shall split the cost of all utilities for the Maintenance Building by a 50%/50% split.

Scoring Tower/Restroom/Concession Building: The parties shall share use of the Scoring Tower/Restroom/Concession Building. The School District shall have the right of first use of the Scoring Tower. The County shall have the right to use the Scoring Tower whenever the School District has not reserved it and shall have access to the Scoring Tower at all times, including when the fields are being used by both parties simultaneously. The parties shall share the use of the Restroom facilities in the Building. The School District shall maintain the restrooms during and immediately after their exclusive use, and the County will maintain the restrooms at all other times. The parties shall divide the cost for maintenance of the Scoring Tower by a 50%/50% split. The concession stands located within the building shall be shared by each of the parties having access to one of the two concession stands. The County shall have the right to utilize the concession stand facing the youth fields. The School District shall have the right to use the concession stand facing the High School Softball Field. The parties shall also split the cost of all utilities for the Scoring Tower/Restroom/Concession Building by a 50%/50% split.

Parking Lots: The parties shall share use of the parking lots. To the extent that the parties agree that the parking lots require resurfacing and/or re-striping, the costs of said surfacing/stripping work shall be divided by a 50%/50% split.

Reservation System: As to any facilities described above other than the parking lots that are shared use under this agreement, the parties agree to work in good faith to establish a mutually acceptable and accessible reservation system that will bind the parties as to the use of the facilities. The reservation system shall include any necessary submission of schedules of games and practices,

including times of use, to one or both parties prior to the start of each sports session in a manner that allows effective scheduling of facilities.

VII.

SPOUT SPRINGS SPORTS COMPLEX

The parties acknowledge that they have a shared facility called the Spout Springs Sports Complex located at 6603 Spout Springs Road, Flowery Branch, Georgia. The parties agree that the facility shall be operated as follows:

Two Youth Baseball Fields: The County shall have exclusive use of the Two Baseball Fields, and shall be responsible for the maintenance of the fields. The parties shall divide the costs of all utilities for the Two Baseball Fields by a 50%/50% split.

High School Softball Field, High School Baseball Field and Hitting Facility: The School District shall have the right to exclusive use of these facilities and shall be responsible for all maintenance of them. The parties shall split the cost of all utilities for these facilities by a 50%/50% split.

Multi-purpose Practice Field: The School District shall have exclusive use of the Multi-purpose Practice Field, and shall be responsible for the maintenance of the field. The parties shall split the cost of all utilities for this facilities by a 50%/50% split.

Tennis Courts: The parties shall share use of the tennis courts and the School District shall have the right of first use of all courts during the school year which shall be defined as November 1 to May 15 of each year. The County shall have the right to use the tennis courts whenever the School District has not reserved them during the school year and shall have right of first use from May 16 to October 31 of each year. The School District shall be responsible for all routine maintenance of the tennis courts during the above-referenced school year, except that the County shall continue garbage pickup during the full year. The County shall be responsible for routine maintenance of the tennis courts from May 16 to October 31 each year. The parties shall split the cost of all utilities including electricity for the tennis courts by a 50%/50% split. As to all major repairs to the tennis courts that the parties agree should be made, the parties shall divide the cost for such major repairs by a 50%/50% split. Staff from the County and the School District shall meet and jointly inspect the Tennis Courts and Restroom Building on or about October 24 and May 9 each year to address any needed minor maintenance and repairs.

Scoring Tower and Restroom Building: The parties shall share use of the Scoring Tower and Restroom Building. The School District shall have the right of first use of the Scoring Tower. The County shall have the right to use the Scoring Tower whenever the School District has not reserved it and shall have access to the Scoring Tower at all times, including when the fields are being used by both parties simultaneously. The parties shall share the use of the Restroom facilities in the Building. The School District shall maintain the restrooms during and immediately after their exclusive use, and the County will maintain the restrooms at all other times. The parties shall split the cost of all utilities for the Scoring Tower and Restroom Building by a 50%/50% split.

Maintenance Building: The County shall have exclusive use of the Maintenance Building. The County shall be responsible for all maintenance of the Maintenance Building. The parties shall split the cost of all utilities for the Maintenance Building by a 50%/50% split.

Reservation System: As to any facilities described above that are shared use under this agreement, the parties agree to work in good faith to establish a mutually acceptable and accessible reservation system that will bind the parties as to the use of the facilities. The reservation system shall include any necessary submission of schedules of games and practices, including times of use, to one or both parties prior to the start of each sports session in a manner that allows effective scheduling of facilities.

VIII.

ALBERTA BANKS PARK BOBBY BAILEY TENNIS CENTER

The parties acknowledge that they have a shared facility called the Alberta Banks Park Bobby Bailey Tennis Center located at 5575 Jim Crown Road, Flowery Branch, Georgia. The parties agree that the facility shall be operated as follows:

Tennis Courts and Storage: The parties shall share use of the Tennis Courts and Storage and the School District shall have the right of first use of all courts and storage during the school year which shall be defined as November 1 to May 15 of each year. The County shall have the right to use the Tennis Courts and Storage whenever the School District has not reserved them during the school year and shall have right of first use from May 16 to October 31 of each year. The School District shall be responsible for all routine maintenance of the Tennis Courts and Storage during the above-referenced school year, except that the County shall continue garbage pickup during the full year. The County shall be responsible for routine maintenance of the Tennis Courts and Storage from May 16 to October 31 each year. The County shall be responsible for the cost of all utilities including electricity for the Tennis Courts and Storage. As to all major repairs to the Tennis Courts and Storage that the parties agree should be made, the parties shall divide the cost for such major repairs by a 50%/50% split.

Small Meeting Rooms, Kitchen, and Bathroom: The County shall have exclusive use of the Small Meeting Rooms, Kitchen, and Bathroom, and shall be responsible for all maintenance of them and for the cost of all utilities for them.

Reservation System: As to any facilities described above that are shared use under this agreement, the parties agree to work in good faith to establish a mutually acceptable and accessible reservation system that will bind the parties as to the use of the facilities. The reservation system shall include any necessary submission of schedules of games and practices, including times of use, to one or both parties prior to the start of each sports session in a manner that allows effective scheduling of facilities.

IX.

TECHNOLOGY

As to each of the shared athletic facilities referenced above, both parties agree to share responsibilities for technology applications and infrastructure at the facilities as follows:

Installation and Maintenance: The School District and the County shall each be able to install, maintain, and remove technology infrastructure, including, but not limited to, fiber, conduit, cabling, access points, and cameras, at the shared facilities. Each party shall bear its own costs and responsibility of compliance for the work it undertakes. Any work conducted in facilities built primarily for one party's use, e.g., community centers, must have prior approval of the primary party before beginning any work. All work completed must be completed according to the primary party's current technical standards and by the primary party's approved contractors. Neither party shall block access to the other during any infrastructure installation or maintenance.

Wi-Fi Access: Any technology users at the shared facilities with School District credentials shall be able to access Wi-Fi during all events held there to ensure student connectivity for schoolwork.

Legal Compliance: All School District technology resources will comply with state and local laws, including necessary filtering.

Technical Drawings: Both parties agree to maintain and update technical drawings and to share updates with each other within 30 days of any modifications.

Ownership and Maintenance: Each party shall own and maintain its technology installations. In the event any technology infrastructure is vandalized or becomes inoperable, e.g., Wi-Fi, any necessary repairs shall be performed by the party that installed the technology as soon as practicable but, in some instances, repairs may not be made until the start of the next relevant season.

X.

PROPERTY AND GENERAL LIABILITY INSURANCE COVERAGE

As to each of the facilities referenced herein, both parties to this Agreement agree to maintain mutually acceptable property and liability coverage as to each such facility and the premises thereof which shall be sufficient and appropriate to cover the activities of the parties thereon. The Risk Managers for each of the parties shall confer and agree on appropriate coverage amounts on an injury and occurrence basis.

XI.

PARKING

In the event that both parties are using facilities within any of the parks listed herein at the same time, the parking space at such facility will be shared by the parties and shall not be considered to be exclusive to either party.

XII.

CONCESSIONS

To the extent that the above-referenced facilities contain concession stands, the revenue from these concession stands and the sale of tickets to the event(s) belongs to the entity sponsoring the event.

XIII.

CAPITAL PROJECTS

Both parties to this Agreement agree to inform the corresponding party of planned capital projects that may affect operations at any of the facilities addressed in this Agreement. The parties shall confer and agree upon the scheduling of such projects to whatever degree is feasible.

XIV.

ASSIGNMENT

The parties may not assign this Agreement or their responsibilities hereunder to any third party without prior written permission of the other party.

XV.

TERMINATION

The parties hereto shall have the right to terminate this Agreement at any time for any reason by providing twelve (12) months written notice to the other party. Either party may also terminate this Agreement in the event of a material breach of the provisions of this Agreement. In the event of a breach, the non-breaching party shall provide written notice to the other party as prescribed herein, and shall allow thirty (30) days from the date of receipt of that notice to cure the alleged breach. If the alleged breach is not cured within the thirty (30) day notice period, then the non-breaching party shall serve a subsequent written notice of termination of the Agreement, and the Agreement will automatically terminate thirty (30) days after the receipt of the subsequent (second) notice. In the event of notice of termination, the parties shall continue to perform their duties and obligations under this Agreement during the applicable notice period(s) in the manner prescribed herein

XVI.

NOTICE

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail or overnight delivery, return receipt requested, addressed as follows (or any other addresses as designated by the parties by properly delivered notice):

Hall County, Georgia:
County Administrator

Hall County School District:
Superintendent

Hall County Government Center
Fourth Floor
2875 Browns Bridge Road
Gainesville, Georgia 30504

Hall County Schools
711 Green Street
Gainesville, Georgia 30501

XVII.

COMPLETE AGREEMENT

This Agreement and any attached exhibits constitute the entire agreement between the County and THE School District as to the matters covered herein, and no prior written or prior contemporaneous or subsequent oral promises or representations shall be binding upon the parties.

XVIII.

AMENDMENTS

Except as may otherwise be provided herein, this Agreement shall not be amended or changed except by written instrument signed by both parties.

XIX.

EXECUTED IN COUNTERPARTS

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

XX.

GOVERNING LAW

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

XXI.

BINDING ON SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the successors of the parties.

XXII.

STRICT PERFORMANCE

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

XXIII.

IMMUNITIES

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

XXIV.

AUTHORIZATION

The parties hereto specifically represent and certify that they have the power and authority under law to enter into this Agreement, and that the signatories below are authorized to sign this Agreement on behalf of each party hereto.

In witness whereof, the Parties hereto have set their hands and affixed their seals the day and year indicated below.

[Signatures on following page.]

HALL COUNTY, GEORGIA

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

ATTEST:

_____(SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

William J. Linkous III, County Attorney

HALL COUNTY SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

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

Notary Public

My commission expires:



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 328/2024

SUBJECT: Approve the Intergovernmental Agreement with the cities of Flowery Branch, Gainesville and Oakwood for maintenance and improvements to the Highlands to Islands Multi-Use Trail System.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: BH
Recommendation: Approval

Purpose of Request:

The purpose of this IGA is to outline which jurisdiction is responsible for maintenance and improvements to various sections of the Highlands to Islands Trail System. The agreement also formally outlines the annual maintenance cost of the Highlands to Islands website (each paying 25% of the total cost). Finally, it outlines that each party will work in good faith to adopt maintenance standards and improvement specifications to ensure proper functioning and usability of the Trail.

History:

The Highlands to Islands multi-use trail system is a planned 35 mile path that will ultimately connect the Rock Creek Greenway and Gainesville Square to the multiuse pathways along Friendship Road and Lanier Islands Parkway near Flowery Branch.

Facts and Issues:

Future considerations for the trail system include trail heads with parking, rest areas, expansion of benches, lighting, public art, and more.

Options:

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds

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

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

2024-06-27

Approvals:

Approve	Budget	Finance	Attorney
KC	EW	TS	WLI
Administration		Clerk	
CR		JR	

Attachments:

- IGA
- Exhibit A
- H2I Design Guide

STATE OF GEORGIA

COUNTY OF HALL

**INTERGOVERNMENTAL AGREEMENT FOR MAINTENANCE AND
IMPROVEMENT OF THE HIGHLANDS TO ISLANDS MULTI-USE TRAIL**

THIS AGREEMENT is made and entered this the 6th day of June, 2024, by and between **Hall County**, a political subdivision of the State of Georgia (the “County”), the **City of Gainesville**, Georgia, a body corporate and politic and political subdivision of the State of Georgia and a public corporation created under an Act of the General Assembly of Georgia (“Gainesville”), the **City of Oakwood**, Georgia, a body corporate and politic and political subdivision of the State of Georgia and a public corporation created under an Act of the General Assembly of Georgia (“Oakwood”), and the **City of Flowery Branch**, Georgia, a body corporate and politic and political subdivision of the State of Georgia and a public corporation created under an Act of the General Assembly of Georgia (“Flowery Branch”).

WITNESSETH:

WHEREAS, Hall County, the City of Gainesville, the City of Oakwood, and the City of Flowery Branch have partnered to plan and develop the Highlands to Islands Multi-Use Trail in Hall County, which will provide recreational opportunities to Hall County residents from Longwood Park in Gainesville to Lake Lanier Islands in South Hall County; and

WHEREAS, the Highlands to Islands Multi-Use Trail will also enhance the regional economy through a growth in recreational tourism, an increased desire to live or work near a

multi-use trail, a reduction in the impacts of traffic and congestion as well as improved health benefits and quality of life; and

WHEREAS, the Highlands to Islands Trail is funded by the Hall County Special Purpose Local Option Sales tax, the state and federal Transportation Enhancement Grant, the Local Maintenance Improvement Grant as well as local funds; and

WHEREAS, Hall County, Gainesville, Oakwood, and Flowery Branch desire to establish certain maintenance and improvement responsibilities with regard to the Highlands to Islands Trail; and

WHEREAS, Paragraph I of Section III of Article IX of the Georgia Constitution provides that counties and municipalities may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; provided that such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the governing authorities of each of the parties to this Agreement deem the provision of maintenance and improvements to the Highlands to Islands Trail to be in the best interest of all citizens of their respective jurisdictions;

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County, Gainesville, Oakwood, and Flowery Branch consent and agree as follows:

1.

Each City and the County which is a party to this Agreement shall be responsible for funding maintenance and improvements necessary to ensure the function and usability of the developed portion of the Highlands to Islands Multi-Use Trail. Trail maintenance for specific portions of the trail will be covered entirely by the applicable governing jurisdiction as follows:

City of Gainesville	Rock Creek Greenway, Gainesville Downtown Path, Midland Greenway, Airport Connector Trail
City of Oakwood	Downtown Oakwood Trails, Thurmond Tanner Trails
City of Flowery Branch	Downtown Flowery Branch Trails
Hall County	Chicopee Trail, Tumbling Creek Trail, Spout Springs Sidepath

A map depicting the sections of the Trail set forth above is attached hereto as Exhibit “A.” As new Trail segments are constructed, the jurisdiction responsible for the construction will inherit the maintenance responsibility unless otherwise agreed upon, in writing, by the parties hereto.

2.

The County Administrator and the City Manager for each party with an operating segment of the Trail shall designate a representative to serve on a Maintenance and Improvement Committee which shall make recommendations concerning maintenance standards and improvement specifications for the Highlands to Islands Trail. The governing authority of each

party will work in good faith to adopt maintenance standards and improvement specifications that ensure the proper functioning and usability of the Trail and shall take into account in adopting such standards and specifications the recommendations of the Maintenance and Improvement Committee and the Gainesville-Hall Metropolitan Planning Organization's Highlands to Islands Trail Amenities and Furnishings Design Guide, a copy of which is attached hereto as Exhibit "B".

3.

The parties agree to split the annual maintenance cost (each paying 25% of the total cost) of the Highlands to Islands Trail informational website, which was created and hosted by Hall County in 2022 (www.highlandstoislands.org).

4.

The parties shall cooperate in applying for various federal, state, and local grants which are available, or may become available, to assist in the maintenance and improvement of the Highlands to Islands Trail.

5.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States Mail, postage prepaid, as follows:

If to Hall County:

P. O. Box 1435
Gainesville, Georgia 30503

Attention: Chairman

If to the City of Gainesville: P. O. Box 2496
Gainesville, Georgia 30501
Attention: City Manager

If to the City of Oakwood P. O. Box 99
Oakwood, Georgia 30566
Attention: City Manager

If to the City of Flowery Branch 5410 Pine Street
Flowery Branch, Georgia 30542
Attention: City Manager

6.

This Agreement, including any attachments or exhibits, constitutes the sole agreement existing between the County, Gainesville, Oakwood, and Flowery Branch with respect to maintenance and improvement of the Highlands to Islands Multi-Use Trail. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to maintenance and improvement of the Highlands to Islands Multi-Use Trail.

7.

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the parties or except as otherwise set forth herein.

8.

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

9.

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

10.

Hall County, Gainesville, Oakwood, and Flowery Branch shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

11.

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

12.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

13.

This agreement shall be effective on the date that it is executed by all parties hereto and shall continue thereafter from year to year for a term of five (5) years. Upon the expiration of the five year term, the parties shall have the option to renew this Agreement for one additional five (5) year term.

WITNESS WHEREOF, Hall County, Gainesville, Oakwood, and Flowery Branch, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered for final execution on the date indicated herein.

HALL COUNTY, GEORGIA

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

Attest: _____
Jennifer Rivera, Clerk
Board of Commissioners of
Hall County

(SEAL)

(Signatures continued on next page)

CITY OF GAINESVILLE, GEORGIA

By: _____
Mayor

Attest: _____
City Clerk

(SEAL)

Approved as to form:

City Attorney

(Signatures continued on next page)

CITY OF OAKWOOD, GEORGIA

By: *Lanar Swager*
Mayor

Attest: *Mai Chumy*
City Clerk

(SEAL)



(Signatures continued on next page)

**CITY OF FLOWERY BRANCH,
GEORGIA**

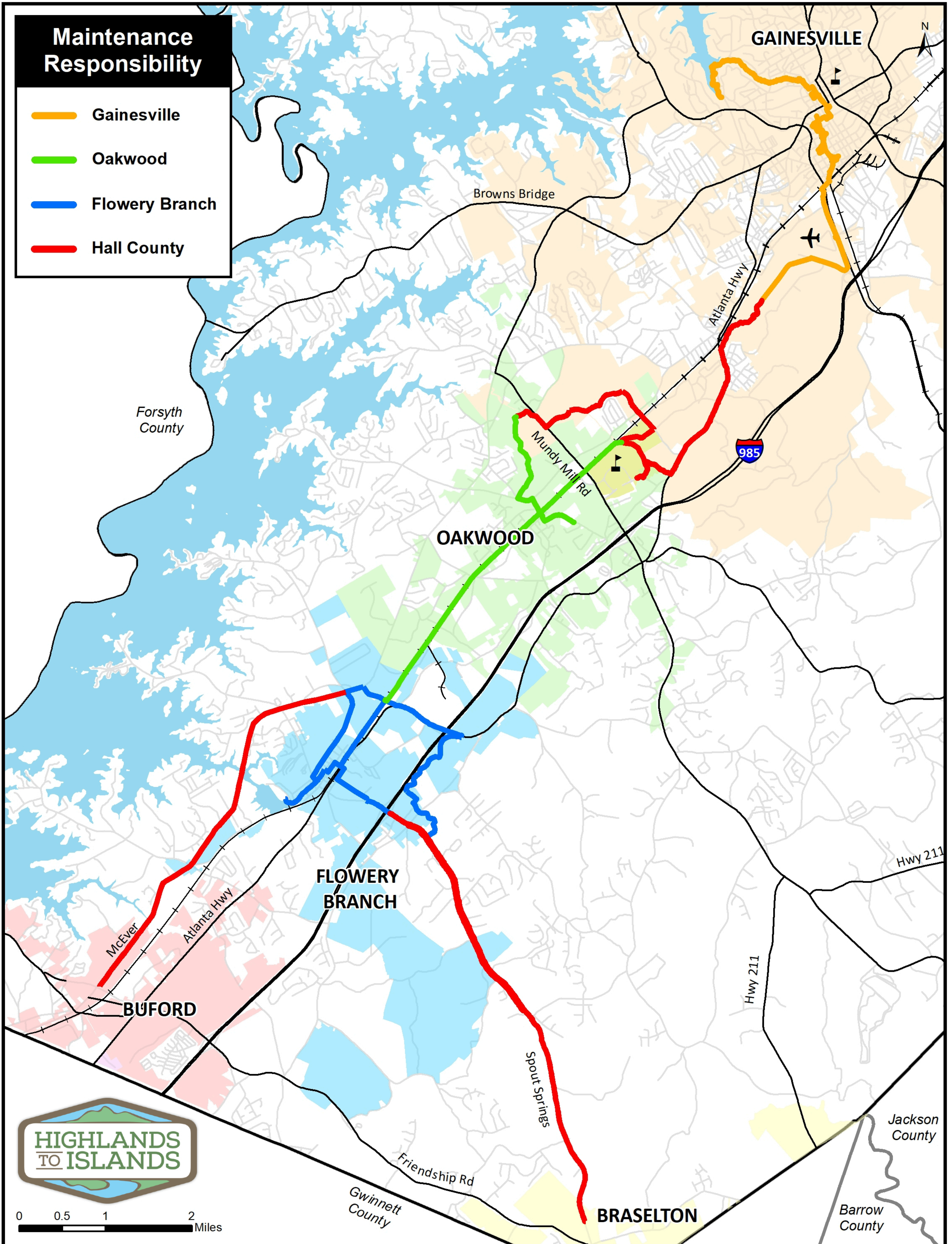
By: Edward R. Coltrane
Mayor

Attest: Shelia R. Cooper
City Clerk



4894-0293-2896, v. 2

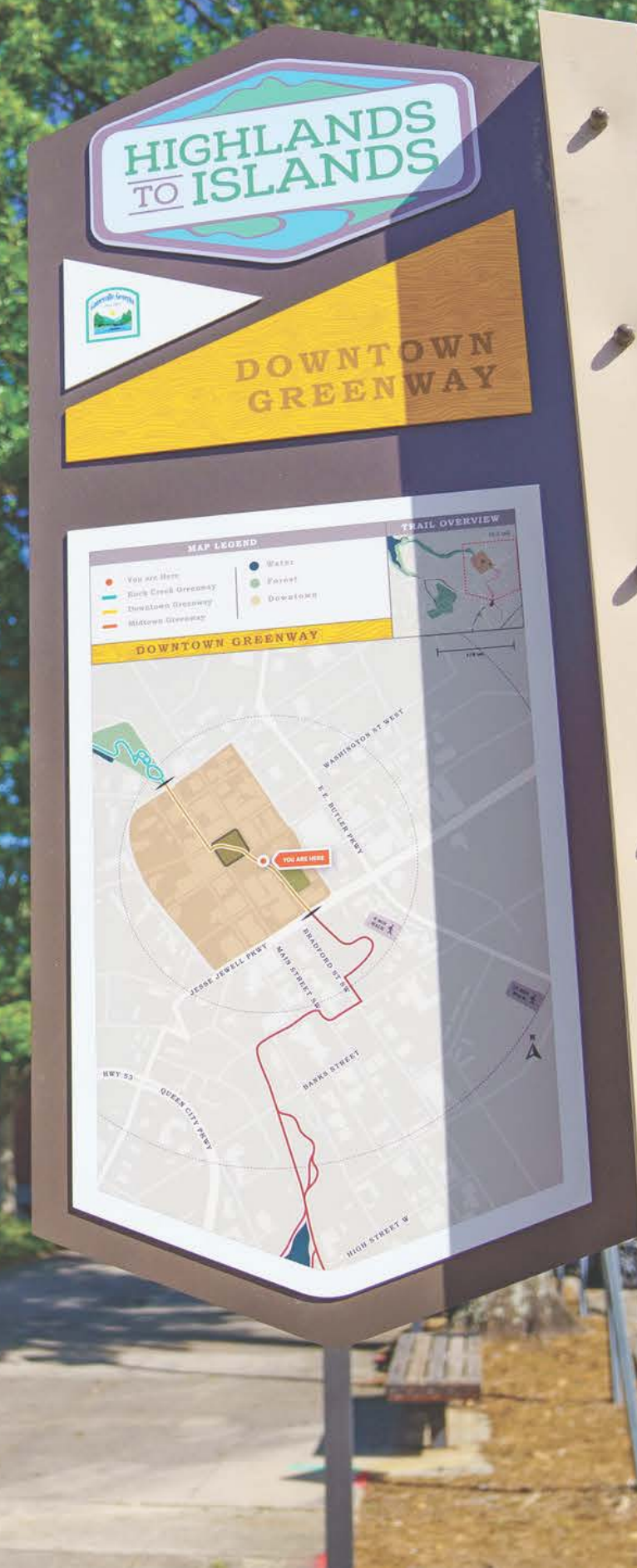
HIGHLANDS TO ISLANDS TRAIL NETWORK



Planned network extent as of June 2024. Exact routing may change for future segments.

Gainesville-Hall Metropolitan Planning Organization
Highlands to Islands

TRAIL AMENITIES AND FURNISHINGS DESIGN GUIDE



Prepared for:



GAINESVILLE-HALL
Metropolitan Planning Organization

Prepared by:



July 2022

Wayfinding Signage on Highlands to Islands Trail (Cover)
Source:Imgbuilds



2875 Browns Bridge Road
Gainesville, GA 30504
Tel: 770.297.2625
Fax: 770.531.3902
ghmpo.org

A Resolution by the Gainesville-Hall Metropolitan Planning Organization Policy Committee Adopting the Highlands to Islands Design Guide

WHEREAS, the Gainesville-Hall Metropolitan Planning Organization is the designated Metropolitan Planning Organization for transportation planning within the Gainesville Metropolitan Area Boundary which includes all of Hall County and a portion of Jackson County following the 2010 Census; and

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) Act requires the Metropolitan Planning Organization to increase accessibility and mobility options available;

WHEREAS, the IIJA Act furthermore directs GHMPO to enhance the integration and connectivity of the transportation system, across and between modes;

WHEREAS, the Highlands to Islands Design Guide provides guidance on developing for the aesthetic cohesion of the expanding Highlands to Islands Trail Network;

NOW, THERE, BE IT RESOLVED that the Gainesville-Hall Metropolitan Planning Organization adopts the Highlands to Islands Design Guide.

A motion was made by PC member Jeff Stowe and seconded by PC member Richard Higgins and approved this the 9th Day of August, 2022.

Mayor Lamar Scroggs, Chair
GHMPO Policy Committee

A handwritten signature in blue ink, appearing to read "Lamar Scroggs", written over a horizontal line.

Subscribed and sworn to me this the 9th Day of August, 2022

A handwritten signature in blue ink, written over a horizontal line.

Notary Public

My Commission expires 1-22-2024

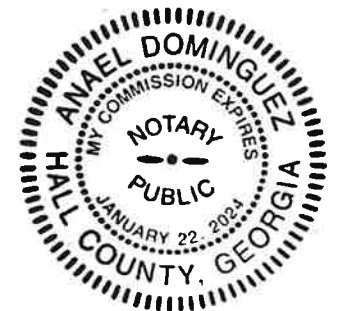


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1 | Overview

PURPOSE AND USE

In 2019, the Gainesville and South Hall Trail Study was completed by the Gainesville-Hall Metropolitan Planning Organization (GHMPO). The previous installations of trail segments throughout the county, including the Chicopee Trail segment that was installed in 2016, served as a catalyst to develop the study. The results of the study provided the GHMPO with a recommended trail network that would create off-street trail loops connecting key destinations in South Hall County and Gainesville: University of North Georgia, Flat Creek, Lee Gilmer Airport, downtown Oakwood, downtown Flowery Branch, the Falcons Training Camp, Cherokee Bluffs Park, Hall County Government Center and various schools. The network is referred to as the Highlands to Islands Trail.

This Design Guide provides tools, references, and standards that can be used to enhance the trail experience for all visitors of the Highlands to Islands trail network or generations to come. The Design Guide is primarily intended for city and county staff, local elected officials, developers, consultants, and trail organizations involved in the implementation of the Highlands to Islands Trail system.

HIGHLANDS TO ISLANDS BRAND

OVERVIEW

Trail amenities are important to the experience of the Highlands to Islands Trail system. Just as the logo has become symbolic of the trail, amenities become the breadcrumbs of recognizable forms, patterns, texture, color, and rhythm that contribute to a consistent brand expression of safety, comfort, legibility, and community pride. Since the Highlands to Islands Trail traverses a range of landscapes, it is essential to provide a pattern of experiences that reflect the local color and context of natural, suburban, and urban settings within Gainesville and Hall County. This Design Guide will build upon existing trail amenities, wayfinding, and character of built trails creating a recognizable fit and finish for the trails as they are built out over time.





2 | Trail System Analysis

THE HIGHLANDS TO ISLANDS TRAIL NETWORK

The development of the Highlands to Islands Trail began long before the South Hall Trail Study was completed in 2019. The 2019 study provided a formalized approach to trail routing and alignment, with identification of short and long term priority projects. The feasibility study was a collaborative planning process led by the Gainesville-Hall Metropolitan Planning Organization, Hall County, Gainesville, Oakwood, and Flowery Branch. It analyzed the community's existing conditions and provided alignment alternatives, a preferred alternative, and an implementation plan.

The ultimate trail system will be a 35 mile multi-use path connecting the municipalities in Hall County. Trails that have already been completed are Rock Creek Greenway, Downtown Gainesville Trail, Midland Greenway, Chicopee Trail, Atlanta Highway Tunnel Trail, Lanier Islands Parkway Sidepath, Friendship Road Sidepath, Braselton Life Path. There are 5.6 miles of trail in the process of development and 30 miles of trail planned for future development.



EXISTING TRAILS

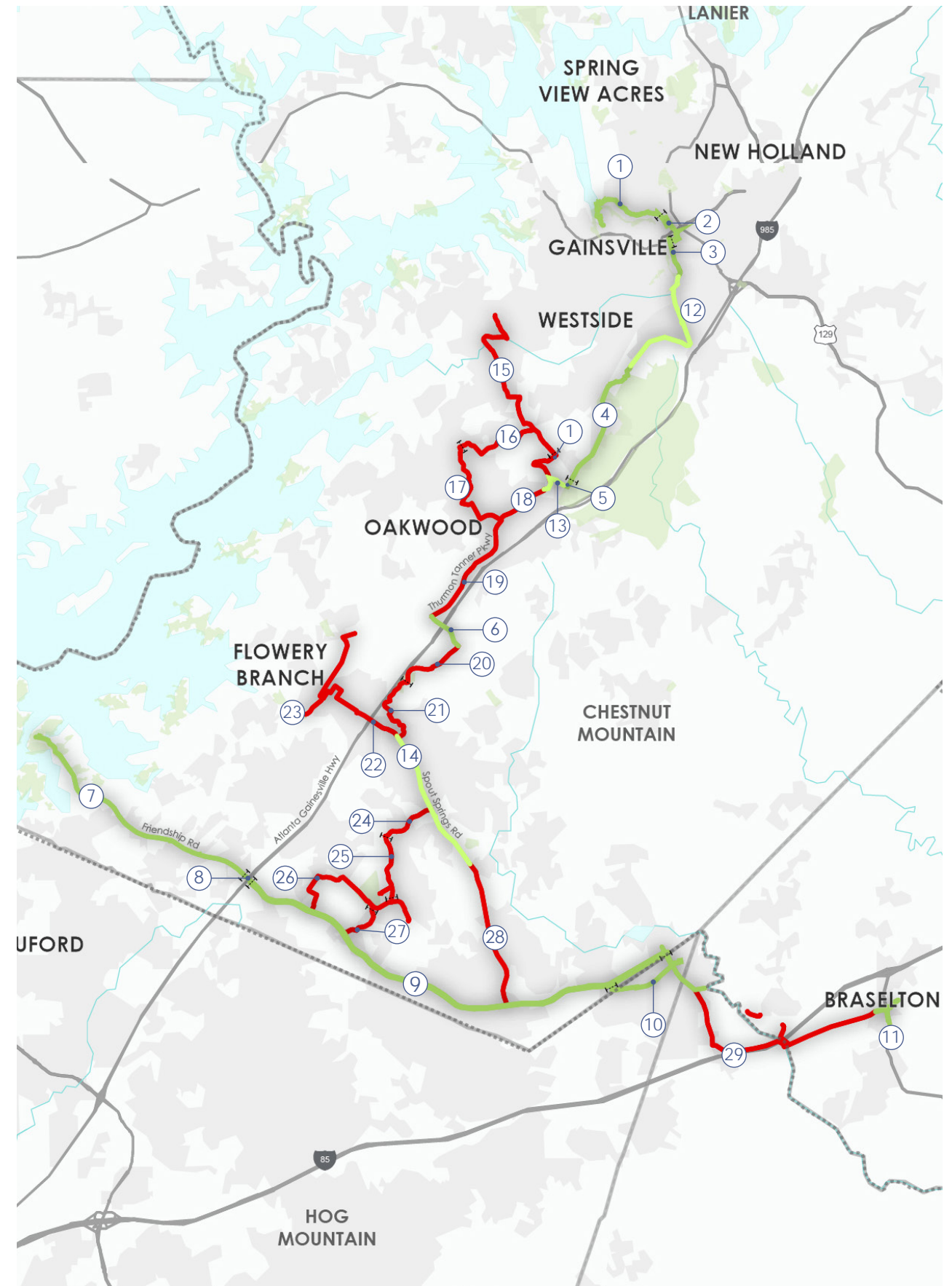
- ① Rock Creek Greenway 1.91 mi
- ② Downtown Gainesville Trail .96 mi
- ③ Midland Greenway .69mi
- ④ Chicopee Trail 2.42 mi
- ⑤ Atlanta Highway Tunnel Trail .18mi
- ⑥ Exit 14 Path .69 mi
- ⑦ Lanier Islands Pkwy Sidepath 4.58 mi
- ⑧ Exit 8 Path .14 mi
- ⑨ Friendship Road Sidepath 15.92 mi
- ⑩ Braselton Life Path 2.23 mi
- ⑪ Downtown Braselton Trail 1.35 mi

TRAILS IN DEVELOPMENT

- ⑫ Gainesville Airport Trail 2.50 mi
- ⑬ UNG Connector Trail .55 mi
- ⑭ Spout Springs Sidepath (Phase I) 2.51 mi

PLANNED TRAILS

- ⑮ Cascade Woods Trail 2.82 mi
- ⑯ Mundy Mill Trail 2.11 mi
- ⑰ Oakwood Spur Trail 1.96 mi
- ⑱ UNG Campus Trail .49 mi
- ⑲ Thurmon Tanner Trail 2.62 mi
- ⑳ Hog Mountain Sports Complex Trail 1.20
- ㉑ Stonebridge Village Path 1.46 mi
- ㉒ Phil Niekro Spur Trail .80 mi
- ㉓ Flowery Branch Downtown Spur Trail 2.98 mi
- ㉔ Capitola Farms Path .96 mi
- ㉕ Bragg Road Path 1.41 mi
- ㉖ Blackjack Road Trail 2.79 mi
- ㉗ Swansey Road Trail .80 mi
- ㉘ Spout Springs Sidepath (Phase II) 2.51 mi
- ㉙ Braselton Connector Trail 4.62 mi



CURRENT TRAIL STANDARDS

AMENITIES

Existing trails have a combination of seating, trash receptacles, and wayfinding along various stretches of the trail network. More amenities are provided for users in major existing trailhead, park, and access point locations.

EXISTING TRAIL UPGRADES

The Gainesville portions of the Highlands to Islands network have provided a foundation of amenities. There are a few specific locations that would benefit from the addition of amenities and improvements that will strengthen this connectivity. These improvements include:

Ivey Terrace Park

- Provide seating, trash receptacles, and bike parking.
- Provide wayfinding signage.

Friendship Rd Sidepath

- Provide waysides along the trail that include seating, trash receptacles, water fountains, and bike parking.
- Provide appropriate wayfinding signage.
- Provide pedestrian lighting along trail.
- Provide shade trees for protection from weather elements.
- Recommend pedestrian hybrid beacon (PHB) midblock crossing at key pedestrian locations (i.e., Friendship Elementary School and Buford Family Community Center).

Chicopee Trail

- Provide waysides along the trail that include seating, trash receptacles, water fountains, and bike parking.
- Provide appropriate wayfinding signage

TRAILHEAD/ACCESS POINT IMPROVEMENTS

Ivey Terrace Park

- Provide appropriate amenities and furnishings.
- Provide appropriate wayfinding signage.

Wilshire Trails Park

- Provide bike racks throughout the park.

Longwood Park

- Provide bike racks.



Existing seating and trash receptacle at Midland Greenway Park
Source: Tricia Terrell (GHMPO)



Existing sidepath on Friendship Rd
Source: Google

HIGHLANDS TO ISLANDS DESIGN TYPOLOGY

VISUAL PREFERENCE SURVEY

During the work sessions with GHMPO staff and partners, a visual preference survey was conducted to understand the overall style that the committee preferred for the proposed trail amenities. The amenities that were surveyed included seating, trash receptacles, bollards, lighting, bike parking, fencing and handrails, and drinking fountains. The results of the survey showed that the committee's preferred style ranged between the modern and classic style furnishings. The images on the right were the furnishings that scored the highest each category. These results will provide further guidance on the trail amenities recommended in this guide.

All products recommended for the Highlands to Islands Trail System have been selected to compliment the existing amenities and features currently implemented along the trails. These recommendations are not to interfere with existing standards developed by participating municipalities.

DISCLAIMER

The products and examples with their respective design features included in the following section should be understood as recommendations to guide the municipalities where possible. Most municipalities use these standards as a benchmark. In some cases municipalities will be required to accept an "approved equal" for the furnishings, depending on the funding source for trail construction.

Image Sources:

1- Dash Bench | Forms + Surfaces

5- Concrete bollards | Archiproducts

2- Circle Rack | Site Scapes

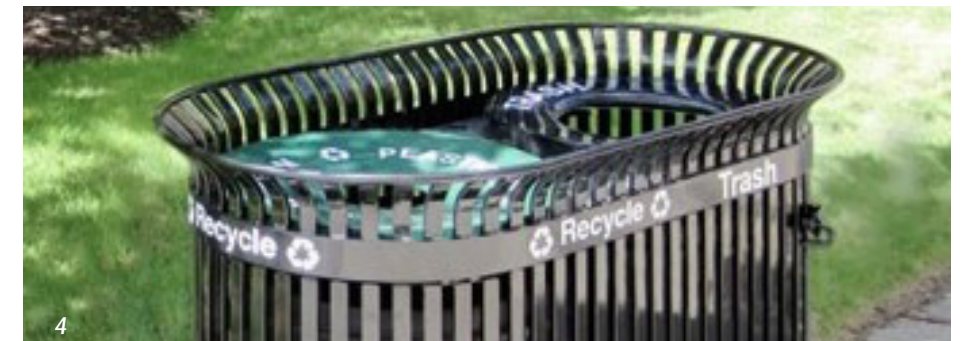
6- Steel cable railing | Trex

3- Alcott Area Light | Landscape Forms

7- Water bottle refill station | Block Island

4- Steel trash receptacle |

PREFERRED AMENITY STYLES



HIGHLANDS TO ISLANDS DESIGN TYPOLOGY

MULTI-USE PATH DESIGN PRACTICES

Multi-use paths can provide a desirable facility, particularly for recreation, for users of all skill levels. Their separation from traffic is especially valued by users who do not feel comfortable recreating on or directly adjacent to roadways. Multi-use paths should generally provide directional travel opportunities not provided by existing roadways.

TYPICAL APPLICATION

- In abandoned rail corridors (commonly referred to as Rails-to-Trails or Rail-Trails).
- In active rail corridors, trails can be built adjacent to active railroads (referred to as Rails-with-Trails).
- In utility corridors, such as power line and sewer corridors.
- In waterway corridors, such as along canals, drainage ditches, creeks and beaches.
- Within roadway right-of-way.

DESIGN FEATURES

- 12 feet is the recommended width for multi-use paths. A separate track (5' minimum) can be provided for pedestrian use. 10 feet is the recommended width for low traffic paths.
- 8 feet is the minimum width allowed for a two-way bicycle path and is allowed for neighborhood access ways or places with limited space and for limited lengths.
- A 2 foot or greater shoulder on both sides of the path should be provided. An additional foot of lateral clearance (total of 3') is required by the MUTCD for the installation of signage or other furnishings.

- Clearance to overhead obstructions should be 8 feet minimum, with 10 feet recommended.
- When striping is required, use a 4 inch dashed yellow centerline stripe with 4 inch solid white edge lines.
- Solid centerlines can be provided on tight or blind corners, and on the approaches to roadway crossings.
- Use of bollards should be avoided when possible. If bollards are used at intersections and access points, they should be colored brightly and/or supplemented with reflective materials to be visible at night.



MULTI-USE PATH IN RIPARIAN CORRIDORS

Riparian and waterway corridors often offer excellent multi-use path development and gap closure opportunities. These corridors include canals, drainage ditches, creeks, and beaches and offer excellent transportation and recreation opportunities for trail users of all ages and skills.

TYPICAL APPLICATION

Along riparian and waterway corridors.

DESIGN FEATURES

- Any access point to the path should be well-defined with appropriate signage designating the pathway as a multi-use facility and prohibiting unauthorized motor vehicles.
- Public access to the multi-use path may be prohibited during the following events:
 - Extreme storm events or other utility maintenance activities.
 - Inclement weather or the prediction of storm conditions.
- Setbacks from waterways and waterbodies should follow local state, county or jurisdictional ordinance.



MULTI-USE PATH IN UTILITY CORRIDORS

Utility corridors often offer space for multi-use path and trail development. Utility corridors typically include power line and sewer corridors. These corridors offer excellent transportation and recreation opportunities for trail users of all ages and skills.

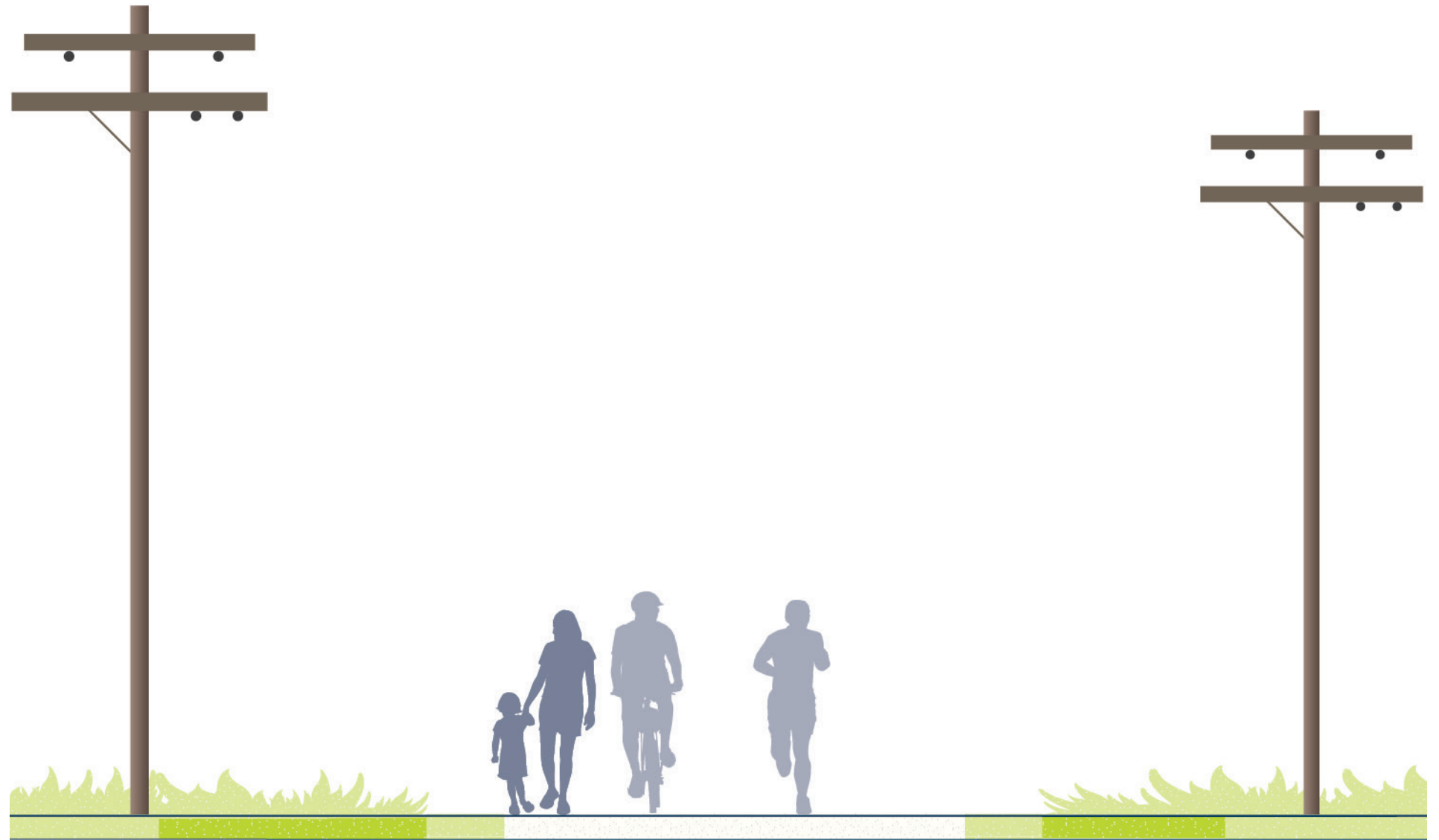
Utility providers benefit from this arrangement by having uninterrupted, easily accessible route to their utility service. Individual utility providers may have their own policies and guidelines about buffer requirements.

TYPICAL APPLICATION

- Along underground utilities such as water, sewer, natural gas, or buried electric or communications lines.
- Along above-ground utility corridors such as telephone, cable, or overhead electric.

DESIGN FEATURES

- Multi-use paths in utility corridors should meet or exceed general design practice and the conditions of the utility providers, if within a utility easement. If additional width allows, wider paths, and landscaping are desirable.
- Any access point to the path should be well-defined with appropriate signage designating the pathway as a multi-use facility and prohibiting motor vehicles.
- Coordination with the underlying property owner is also required for trails within utility corridors, and may require additional right-of-way negotiation.



SIDEPATH

A sidepath is a bi-directional multi-use path located immediately adjacent and parallel to a roadway. Sidepaths can offer a direct route for trail users where traffic speeds and/or volumes are too high to share the roadway.

TYPICAL APPLICATION

Although paths in independent rights-of-way are preferred, sidepaths may be considered where one or more of the following conditions exist:

- Along collector roadways with a posted speed between 30-40 mph
- To provide continuity between existing segments of multi-use paths in independent rights-of-ways
- For use near schools and neighborhoods, where increased separation from motor vehicles is desired

DESIGN FEATURES

- Standard Tread Width: The preferred minimum width is 12'.
- Roadway Separation: The preferred minimum separation width is 6.5 ft. Minimum separation distance is 5 ft.
- Sight Lines: It is important to keep approaches to intersections and major driveways clear of obstructions such as parked vehicles, shrubs, and signs on public or private property.





3 | Design Guidelines

OVERVIEW

The following section contains guidance for trail infrastructure features and methods with notes for appropriate use in varying contexts that are consistent with a standard approved by GHMPO staff and municipal partners. During construction documentation, design judgment should be used in assessing the most suitable materials for each application. All trail infrastructure and associated amenities should be designed to accommodate surrounding land use and standards set forth by the Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), local regulations, current best practices, and Americans with Disabilities Act (ADA) standards.

DISCLAIMER

The dimensions included in the following section should be understood as recommendations to guide the municipalities where possible. Most municipalities use these standards as a benchmark. In some cases municipalities will be required to accept an "approved equal" for the furnishings, depending on the funding source for trail construction.



People on the Midland Greenway
Source: Gainesville Park and Recreation

GENERAL TRAIL CONSTRUCTION

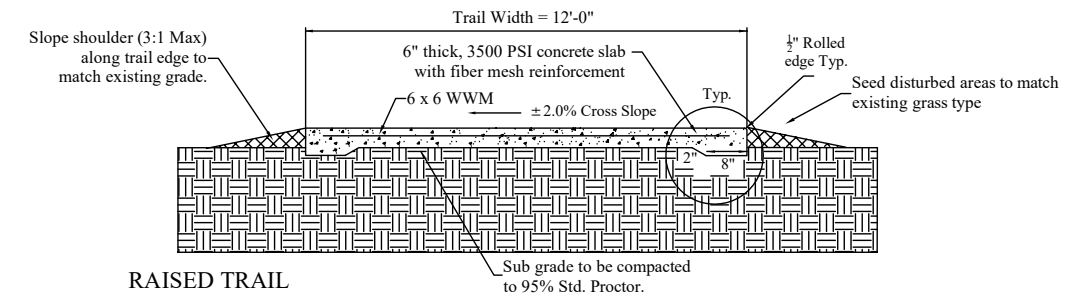
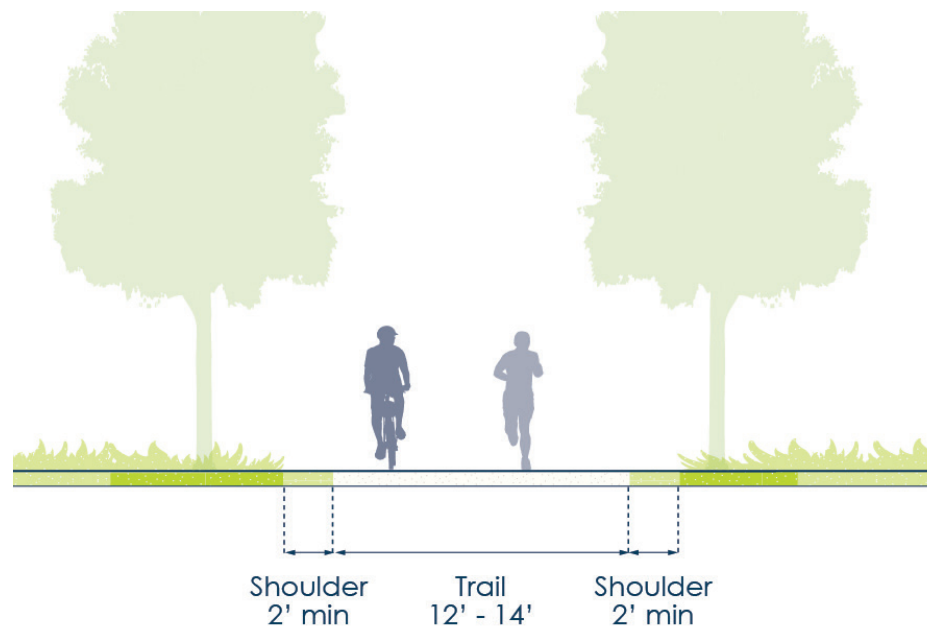
DESCRIPTION

All Highlands to Islands trails shall be paved (concrete unless otherwise indicated) multi-use paths that accommodate pedestrians, bicyclists, skates, wheelchairs and other non-motorized uses.

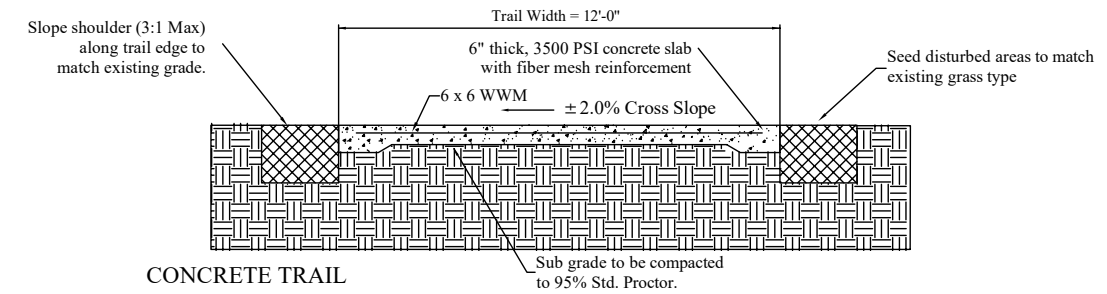
GUIDELINES

- A 12'-wide path (14'-wide in high volume areas) is the minimum for Highlands to Islands trails.
- A 36" minimum clear zone, 5' preferred, on either side of the path including a minimum 2' shoulder.
- 8'-6" is the minimum overhead clearance (10' preferred).
- Provide a minimum of 8'-0" horizontal clearance along shoulders, where appropriate.
- The general design speed for Highlands to Islands trails is 20 MPH, and therefore a minimum radius of 100' is preferred. Where design speeds are slower or there is limited ROW, smaller radii may be considered.
- Superelevation of 1.5% to 2% should be provided on most curves.
- Use 6" minimum depth 4000 psi concrete.
- Provide sawcut joints at intervals equal to width of trail (tooled to a depth of 1" with a width of 1/4").
- Where trail abuts existing buildings, use isolation joints.
- All Highlands to Islands trail layout and alignment conforms to AASHTO guidelines.
- Class 5A aggregate compacted base depth varies depending on soil conditions.
- Minimum 1.5% cross slope for drainage and construction.

- Grades and superelevations conform to ADA standards for trails.
- Provide positive drainage to prevent water build-up on trail.
- Pavement markings per ADA standards.
- Trim hazardous overhanging branches and deadwood.
- A centerline pavement stripe may be required in certain situations such as high traffic areas, around tight curves or other appropriate site-specific applications.
- For streetside trails, provide a groomed meandering buffer zone between trail and curb where feasible (10' to 50' or more wide with mowed grass).
- Where ROW is constrained, provide a minimum 5' buffer (beauty strip) between road edge/back of curb and trail per AASHTO.
- Electrical and other utility lines in or adjacent to the trail should be buried or appropriately screened.
- Promote good visibility of the trail and lines of sight.



RAISED TRAIL



CONCRETE TRAIL

NOTES:

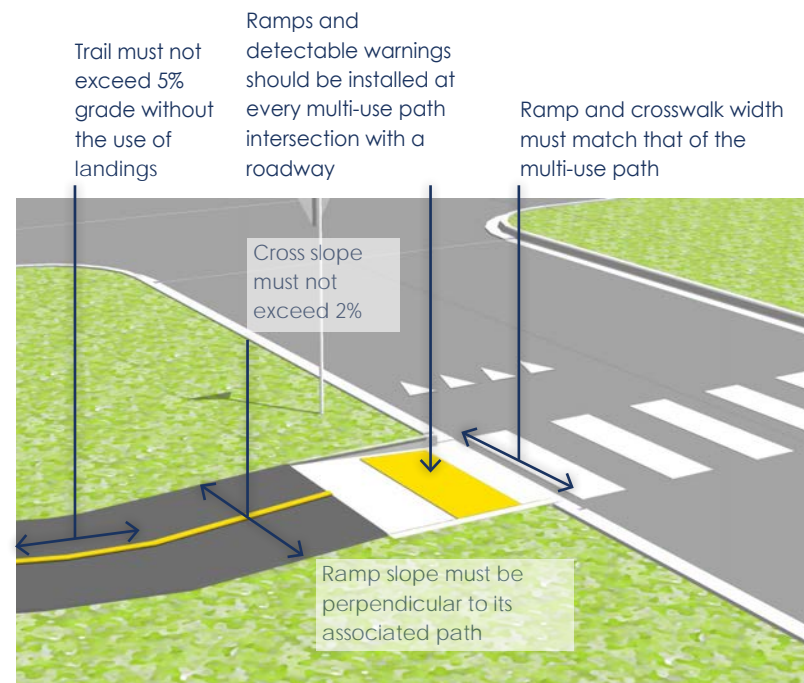
1. Trail width may vary due to field conditions but no smaller than 10'-0".
2. Concrete trail to be scored in squares 6' x 6' scored joints to be sawed.
3. Place expansion joint every 48'. Expansion joints should be placed between all rigid fixed objects and the new concrete trail.
4. The contractor shall insure the concrete trail section does not exceed the 2.0% cross slope. (ADA Requirements). If existing grade in field dictates a steeper cross slope, then the lower side of trail section shall match the existing grade and the shoulders shall be transitioned (3:1 Max) to maintain 2% max. cross slope requirement across trail section.

UNIVERSAL ACCESS ON SIDEPATHS

SIGNS AND MARKINGS

Signs for roadway users may not be visible for contraflow sidepath users. Provide signs and wayfinding in both directions along a sidepath. Similar to multi-use paths, sidepath users typically keep right except to pass. A centerline stripe may help clarify the direction of travel and organize traffic, but is not required.

Any multi-use path funded by GDOT or in the public right-of-way is considered to serve a transportation purpose and is required to be accessible in accordance with the United States Access Board ADA Accessibility Guidelines. Sidepaths are multi-use paths and therefore need to meet ADA requirements to ensure that all paths, street crossings, signals, and other facilities for pedestrian circulation and use are readily accessible, usable, and pleasant for pedestrians with disabilities. Consult with the local ADA Unit early in the project to clarify requirements.



ELEMENTS OF UNIVERSAL ACCESS



WIDTH AND CROSS SLOPE

The path's running slope must be less than 5% without use of landings. Design with a 4.5% running slope target is recommended to account for variation in construction tolerances. Where the path is contained within a street or highway border, its grade shall not exceed the general grade established for the adjacent street or highway.

The path cross slope must not exceed 2%. Design with a 1.5% cross slope target is recommended to account for variation in construction tolerances. The path must provide a 5' minimum clear width to serve as an accessible pedestrian access route. A minimum clear width of 4 feet is acceptable if passing spaces are provided every 200 feet. Most multi-use paths designed for bicycle access will meet this requirement (PROWAG 2011).

The path surface should be solid, free of obstacles and tripping hazards. Path edge vegetation/screening, and signage should be maintained and located so as not to present obstacles for visually impaired path users.



MATERIALS

The path surface must be firm, stable surfaces, and are generally limited to hard surfaces such as concrete, asphalt, composite wood, or compacted gravel. Some surface materials must be periodically maintained to meet accessibility requirements.



TRAILHEADS

Trailhead signage should provide accessibility information, such as path gradient/profile, distances, tread conditions, location of drinking fountains, and rest stops. At trailheads there should be at least one accessible parking area per every 25 vehicle spaces.

Trail amenities, drinking fountains, and pedestrian-actuated push buttons should be placed no higher than 4' off the ground.



SEATING/PICNIC AREAS

US Access Board Guidelines provide guidance on outdoor facilities. Provide a firm, stable area next to benches to allow a resting spot for people using wheelchairs. Design of picnic tables should allow space for a wheelchair to pull up to the table.



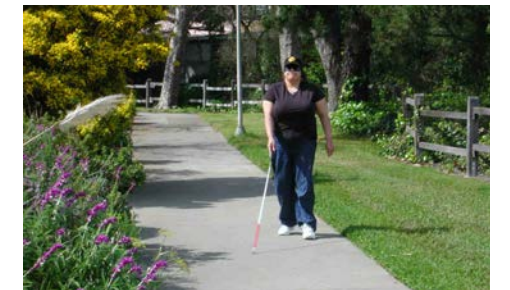
GATES AND BOLLARDS

Gates and other openings should be at least 36" wide. Any gate hardware should be 34-48" from the ground, and only require one hand and 5 lb or less of pressure.



DRAINAGE

Paths should always use materials and be constructed such that they are well-draining and dry as much as possible (Source: National Trails Training Partnership). Avoid creating low spots and keep a consistent cross-slope between 1 and 1.5% to shed water from the path surface



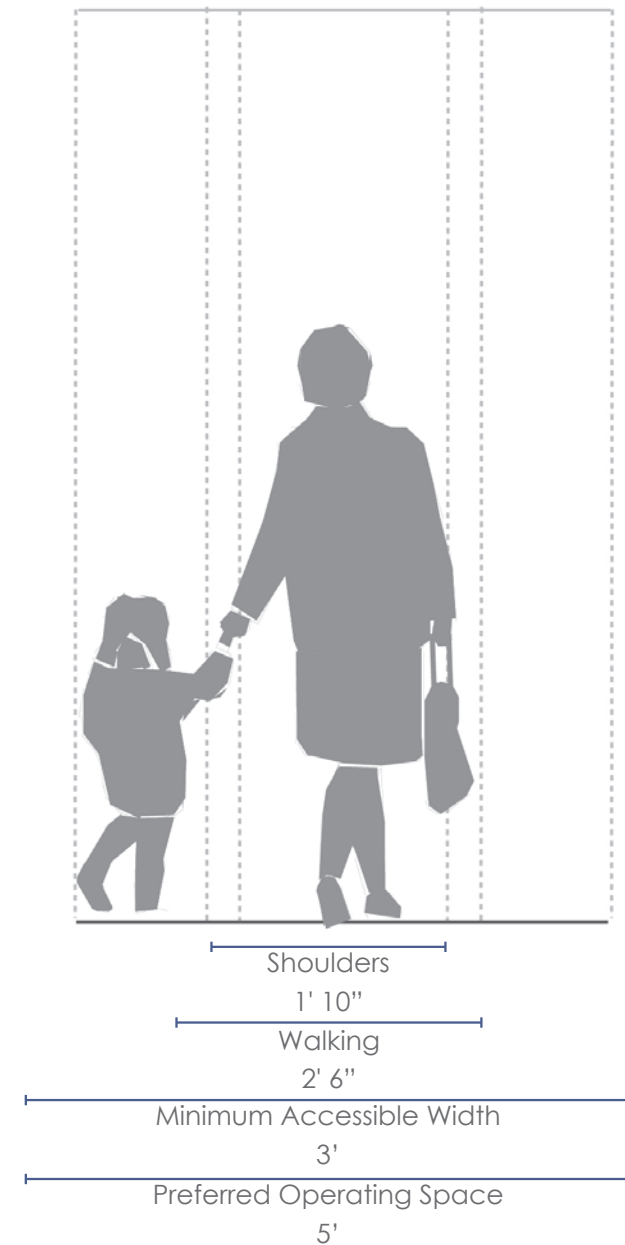
COMMUNITY ENGAGEMENT

Commit to an inclusive process, engaging accessibility partners at every stage of planning and design. Allow for disabled path users to test out the completed path.

TRAIL USERS

PEDESTRIANS

Pedestrians have a variety of characteristics and the transportation network should accommodate a variety of needs, abilities, and possible impairments. Age is one major factor that affects pedestrians' physical characteristics, walking speed, and environmental perception. Children have low eye height and walk at slower speeds than adults. They also perceive the environment differently at various stages of their cognitive development. Older adults walk more slowly and may require assistive devices for walking stability, sight, and hearing. The table below summarizes common pedestrian characteristics for various age groups.

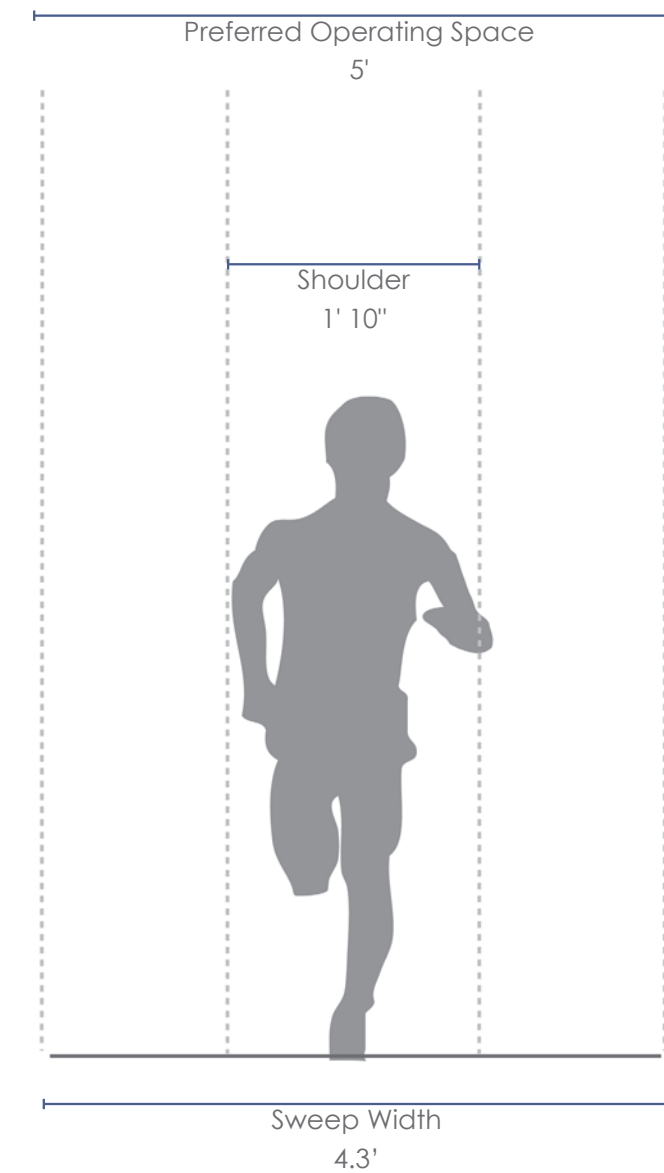


AGE	CHARACTERISTICS
0-4	Learning to walk Requires constant adult supervision Developing peripheral vision and depth perception
5-8	Increasing independence, but still requires supervision Poor depth perception
9-13	Susceptible to "darting out" in roadways Insufficient judgment Sense of invulnerability
14-18	Improved awareness of traffic environment Insufficient judgment
19-40	Active, aware of traffic environment
41-65	Slowing of reflexes
65+	Difficulty crossing street Vision loss Difficulty hearing vehicles approaching from behind

RUNNERS

Running is an important recreation and fitness activity commonly performed on multi-use paths. Runners can change their speed and direction frequently. If high volumes are expected, controlled interaction or separation of different types of users should be considered.

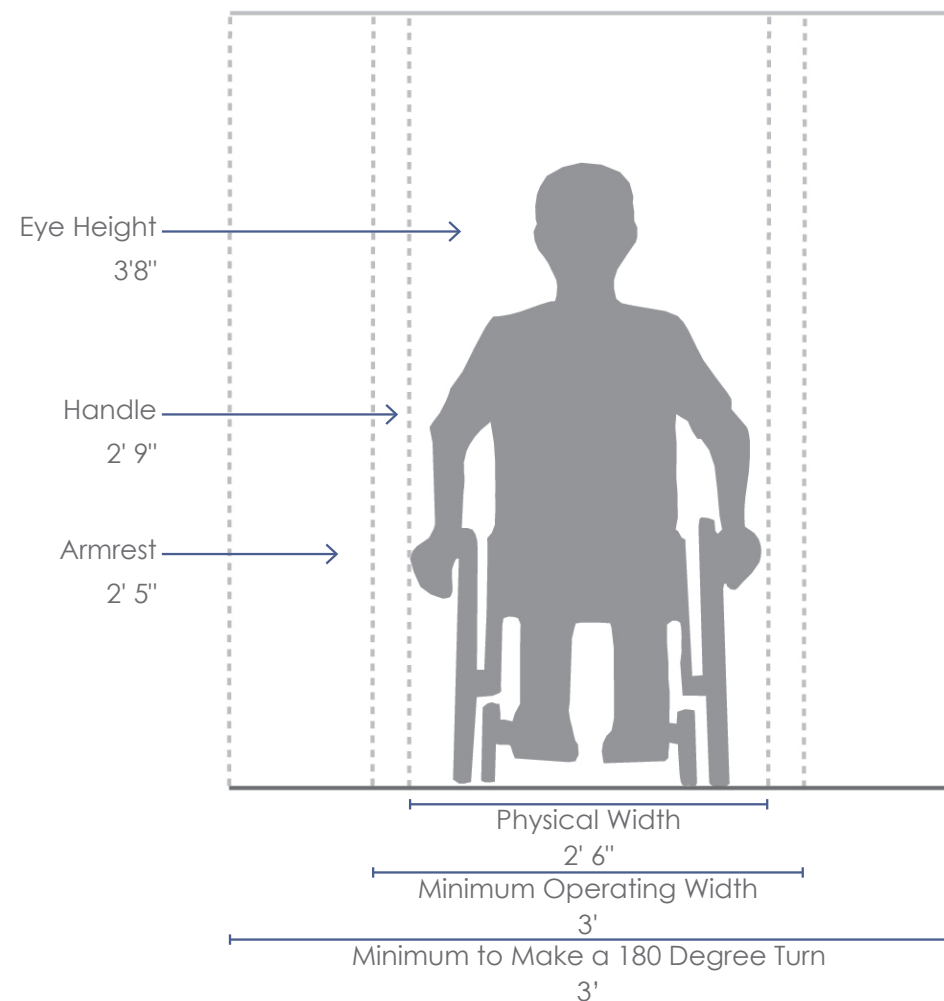
In areas of high use by joggers and runners, the Highlands to Islands trail system can accommodate these users by incorporating a second treadway comprised of a softer material. This enhances the path's level of service by separating user groups and enhancing user comfort on the multi-use path.



WHEELCHAIR USERS

People traveling in wheelchairs have specific needs. For example, maneuvering around a turn requires additional space for wheelchair devices. Providing adequate space for 180 degree turns at appropriate locations is an important element of accessible design.

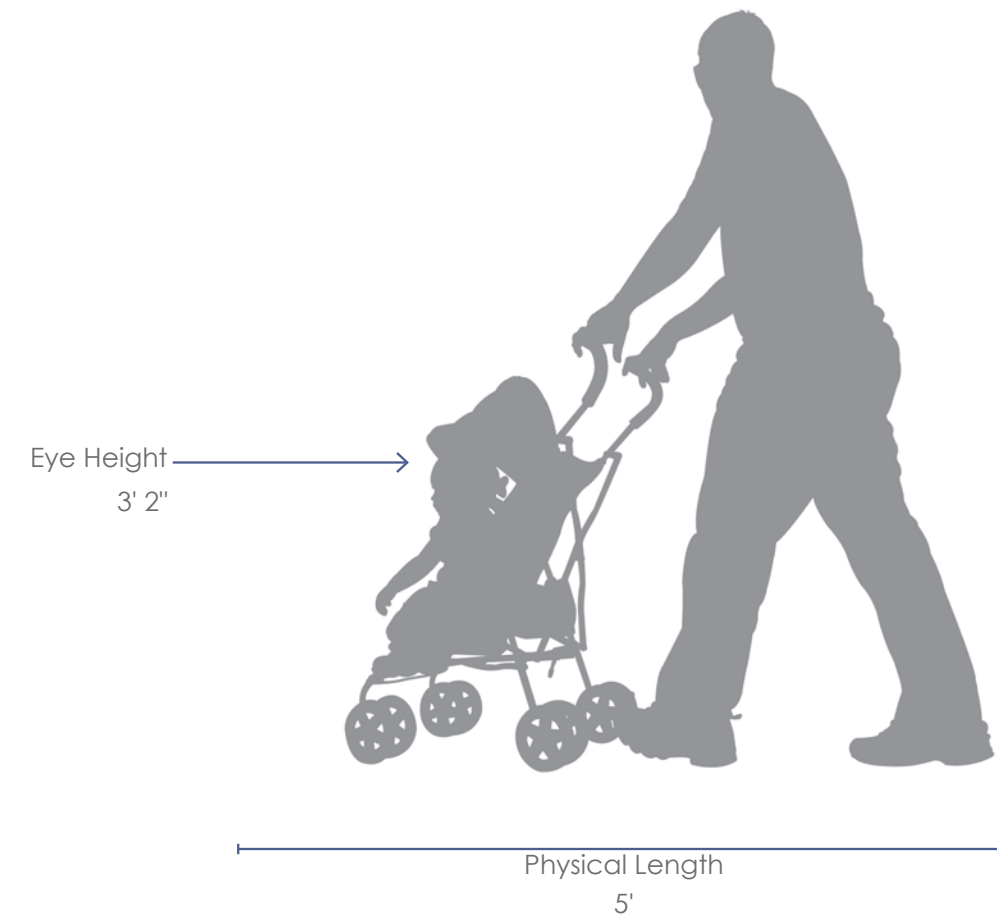
EFFECT ON MOBILITY	DESIGN SOLUTION
Difficulty propelling over uneven or soft surfaces	Firm, stable surfaces and structures, including ramps or beveled edges
Cross-slopes cause wheelchairs to veer downhill	Cross-slopes of less than two percent
Require wider path of travel	Sufficient width and maneuvering space



STROLLERS

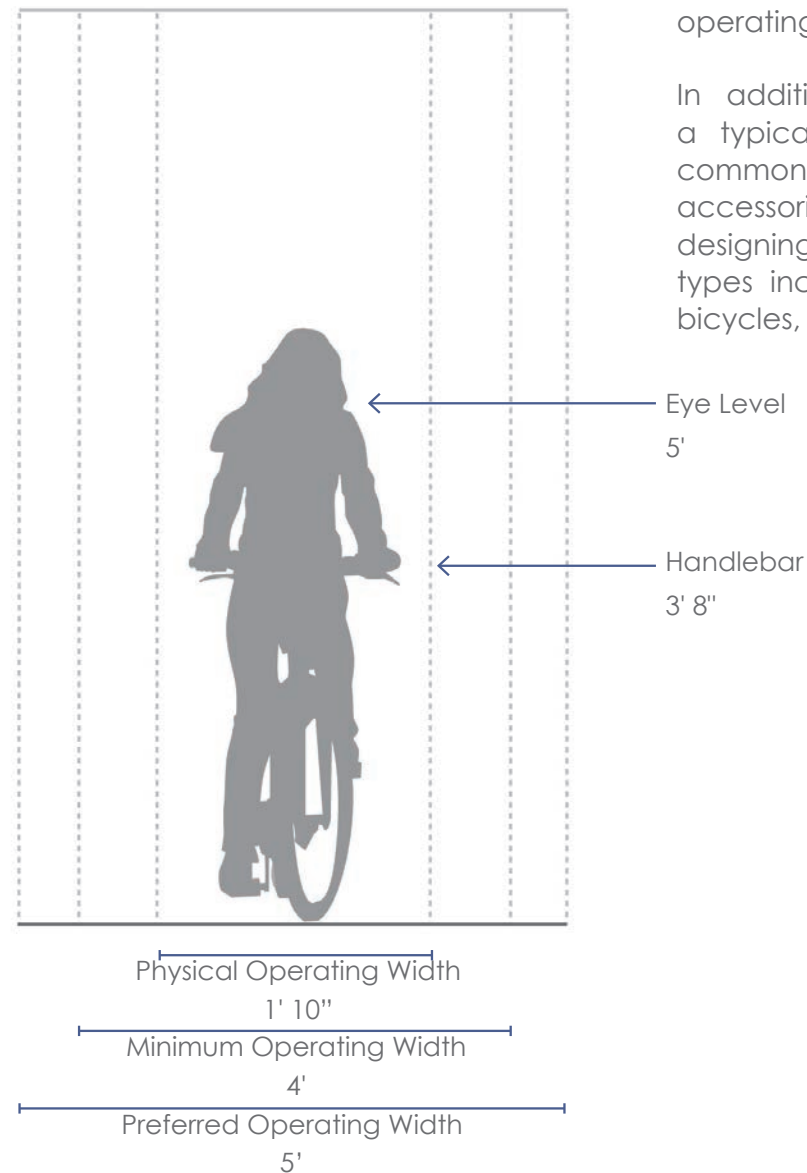
Strollers are wheeled devices pushed by pedestrians to transport babies or small children. Stroller models vary greatly in their design and capacity. Some strollers are designed to accommodate a single child, others can carry 3 or more. Design needs of strollers depend on the wheel size, geometry and ability of the adult who is pushing the stroller.

Strollers commonly have small pivoting front wheels for easy maneuverability, but these wheels may limit their use on unpaved surfaces or rough pavement. Curb ramps are valuable to these users. Lateral overturning is one main safety concern for stroller users.



BICYCLISTS

Similar to motor vehicles, people and their bicycles exist in a variety of sizes and configurations. These variations occur in the types of vehicle (such as a conventional bicycle, a recumbent bicycle or a tricycle), and behavioral characteristics (such as the comfort level of the bicyclist). The design of a bikeway should consider reasonably expected bicycle types on the facility and utilize the appropriate dimensions. Bicyclists require clear space to operate within a facility. This is why the minimum operating width is greater than the physical dimensions of the bicyclist. Bicyclists prefer five feet or more operating width, and four feet should be considered the minimum operating width. Objects which may catch handlebars or be hit by a pedal should provide adequate shy distance while still maintaining the minimum operating width.



In addition to the design dimensions of a typical bicycle, there are many other commonly used pedal-driven cycles and accessories to consider when planning and designing bicycle facilities. The most common types include tandem bicycles, recumbent bicycles, and trailer accessories.

POWERED MICROMOBILITY DEVICES

E-bicycles, e-scooters, e-skateboards and other powered micromobility devices are electric mobility devices operated along on-street facilities or multi-use pathways. With the growth of powered micromobility devices, there is now a spectrum of vehicles on the market. However, they are often more onerous to identify and manage. E-bikes often have the option to turn the electric assist feature on and off, making it difficult to distinguish when it is being used like a regular bike versus an e-bike. Design considerations for powered micromobility devices are detailed below.

Electric Micromobility Device Design Considerations

	E-BICYCLE	E-SCOOTER
SPEED	Up to 20 mph	15-20 mph
TYPICAL TRIP DISTANCE	5 mi	1-1.5 mi
VARIATIONS	Class I, II; Electric Tricycles; Electric Cargo Bikes; and Pedal-less E-bikes	Stand up e-scooters, e-skateboards, e-unicycles, e-balance boards
PARKING CONSIDERATIONS	Access to charging stations, on-street corrals, racks in furnishing zones	Access to charging stations, on-street corrals, e-scooter parking zones, racks in furnishing zones
SHARED MOBILITY CONSIDERATIONS	Access to shared mobility docking stations or designated lock-to racks or designated micromobility parking zones	Undesignated parking (in furnishing zone or similar area), scooter docking stations, or designated parking zones

GOLF CARTS ON MULTI-USE PATHS

Golf carts are only permitted on certain sections of the Highlands to Islands Trail system. Those sections currently include:

Braselton LifePath, City of Braselton

Additionally, the City of Flowery Branch has stated that they foresee residents utilizing certain sections of the trail via golf carts to access their downtown and retail centers. This portion of the trail is not yet built and the exact segments where golf carts will be permitted will be determined at a later date.

Golf carts are not to be permitted on any other trails of the Highlands to Islands trail system.

Where golf cart use is permitted, the following guidance may be used.

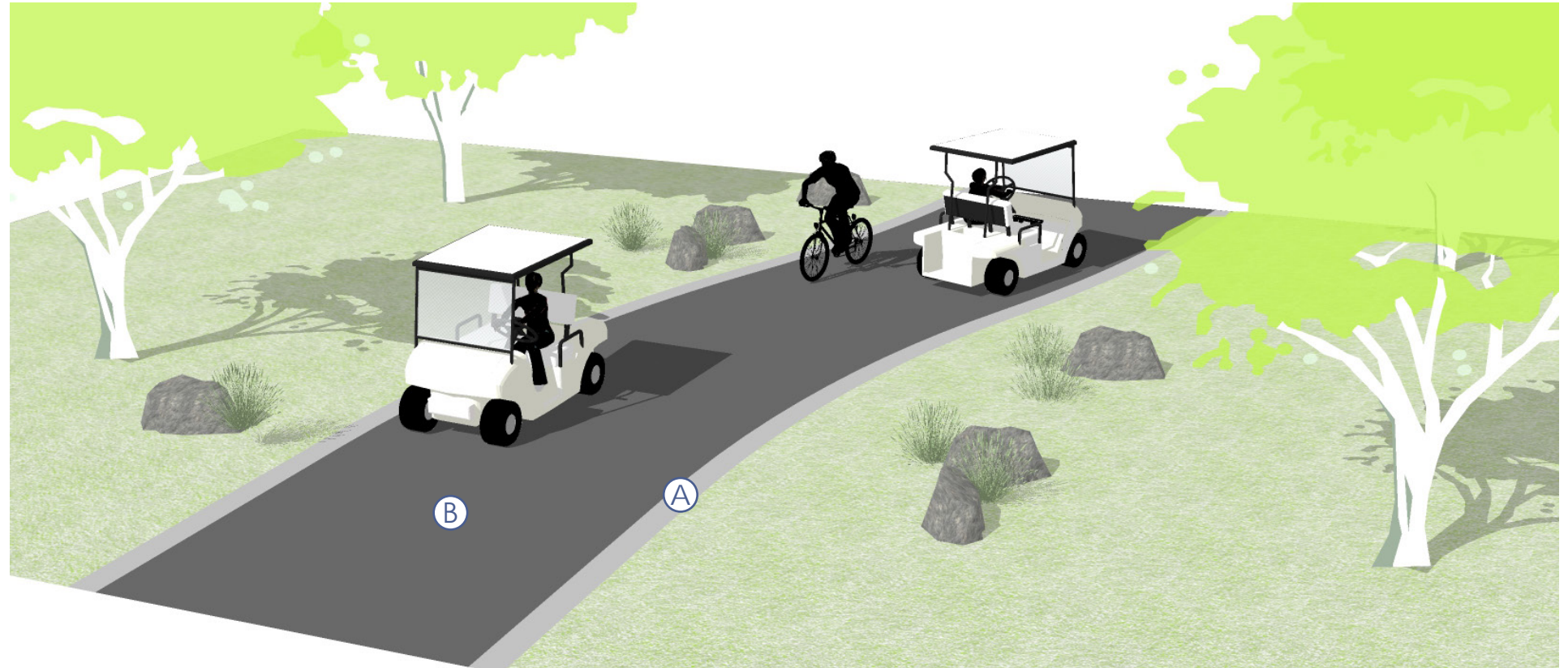
DESIGN FEATURES

- Preferred path width is 14', and minimum width is 12 ft (3.6 m). Twelve feet is the minimum width needed to allow two golf carts to pass each other, and also enables a bicyclist to pass another path user going the same direction, while another path user is approaching from the opposite direction. 14' is the preferred width for multi-use paths designed to facilitate golf carts, pedestrians, and bicyclists. Where pedestrian volumes are extremely high, a separate track 5 ft (1.5 m) sidewalk can be provided for separate use.

A A 2 ft (0.6 m) or greater shoulder on both sides of the path should be provided free of obstacles. An additional foot of lateral clearance, for a total of 3 ft (1.0 m), is required by the MUTCD for the installation of signage or other furnishings.

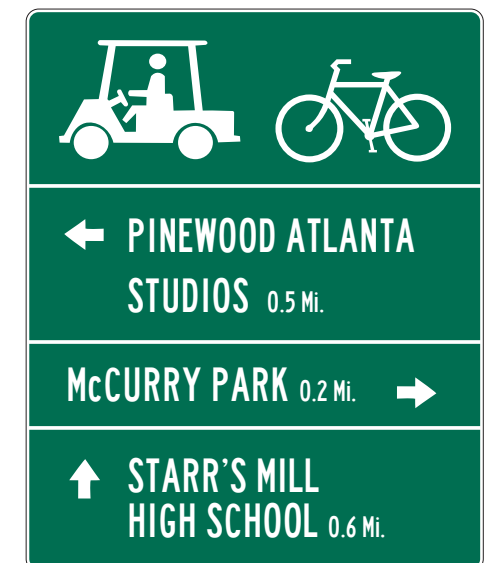
B Stable, slip-resistant path surface and ADA-accessible curb ramps with tactile warning strips for ADA-accessibility.

- Running slopes not to exceed 5%, unless following road grade per PROWAG.
- Cross-slopes not to exceed 2%.
- Standard clearance to overhead obstructions should be 10 ft (3.0 m).
- Frequent access points from the local road network



SIGNAGE

- There are several types of signs that can help with trail navigation. The following examples are modified versions of standard MUTCD bicycle wayfinding signage that may be used in municipalities allowing golf cart access to the trails. Participating municipalities of the Highlands to Island Trail System may consider other custom wayfinding signage with branding to reflect community character.
- Confirmation signs indicate that golf cart users and bicyclists are on the right path to their destinations. They include destinations and distance/time, but not arrows.
- Signage should clearly indicate the boundaries of golf cart usage where trails are not permitted (please see signage section for reference).
- Turn signs indicate where a route turns from one street onto another street.
- Decision signs indicate the junction of two or more trail routes to access key destinations. The signs include destinations, arrows and distances. Travel times are optional.



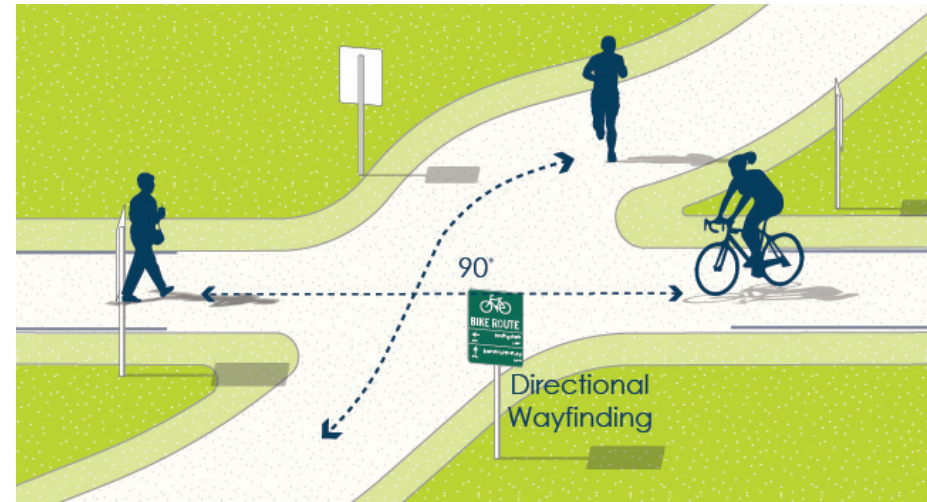
INTERSECTIONS WITH OTHER TRAILS

DESCRIPTION

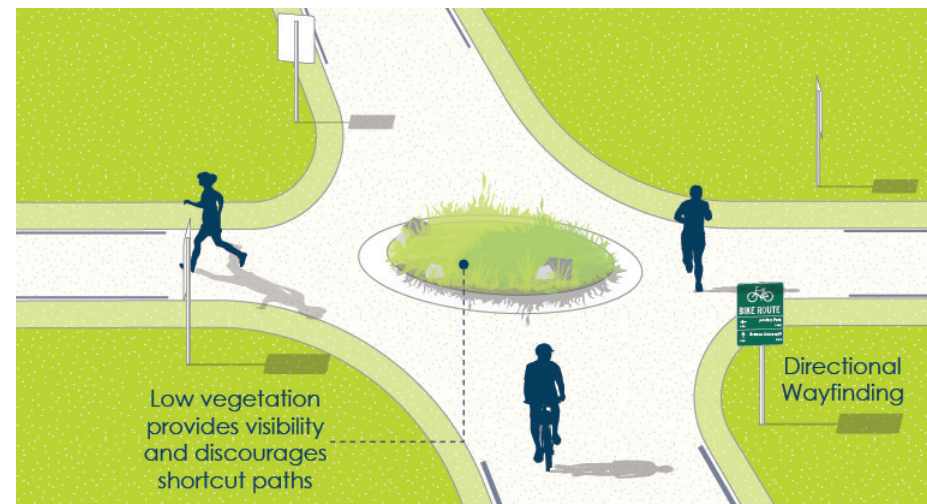
At the intersection of two trails, users should be aware that they are approaching an intersection and of the potential for encountering different user types from a variety of directions. This can be achieved through a combination of regulatory and wayfinding signage and unobstructed sight lines.

GUIDELINES

- Trails should be aligned to intersect at 90 degree angles when possible.
- Sight lines should be clear for all users.
- Consider off-setting the trail intersection and creating two three-way intersections rather than one four-way intersection.
- A traffic circle may be a viable design option to slow speeds and clarify expected operation.
- Include directional signage at intersections.
- If a traffic circle design is used, consider the use of landscaping with low growing (no more than 24 inches high) and minimally spreading native shrubs and groundcover that require little maintenance and provide clear sight lines.
- Other material can be used within traffic circles such as boulders and public art to discourage shortcut paths through the central island as long as clear sight lines under 36 inches are maintained.



Reorient angled crossings to approach at 90 degrees



Trail "traffic circle"



Trail at Sidewalk intersection

TRAIL SPURS

NEIGHBORHOOD ACCESSWAYS

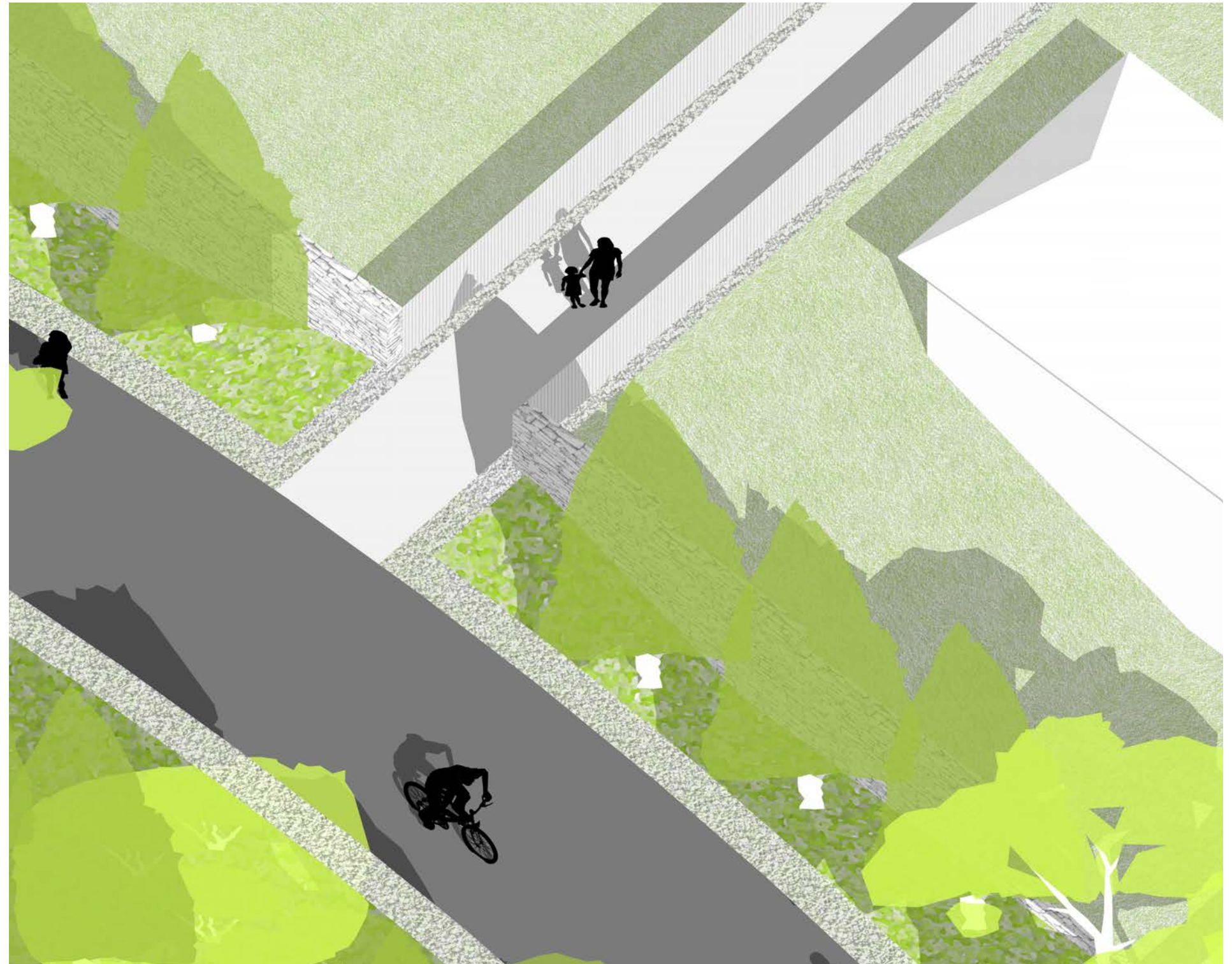
Neighborhood accessways provide residential areas with direct bicycle and pedestrian access to parks, trails, greenspaces, and other recreational areas. They most often serve as small trail connections to and from the larger trail network, typically having their own right-of-way and easements.

TYPICAL APPLICATION

- Neighborhood accessways should be designed into new subdivisions.
- For existing subdivisions, neighborhood and homeowner association groups are encouraged to identify locations where such connects would be desirable.

DESIGN FEATURES

- Neighborhood accessways should remain open to the public.
- Trail pavement shall be at least 8 feet wide to accommodate emergency and maintenance vehicles, meet ADA requirements and be considered suitable for multi-use.
- Trail widths should be designed to be less than 8 feet wide only when necessary to protect large mature native trees over 18" in caliper, wetlands or other ecologically sensitive areas.
- Access trails should slightly meander whenever possible.



NATURAL SURFACE SPURS AND CONNECTORS

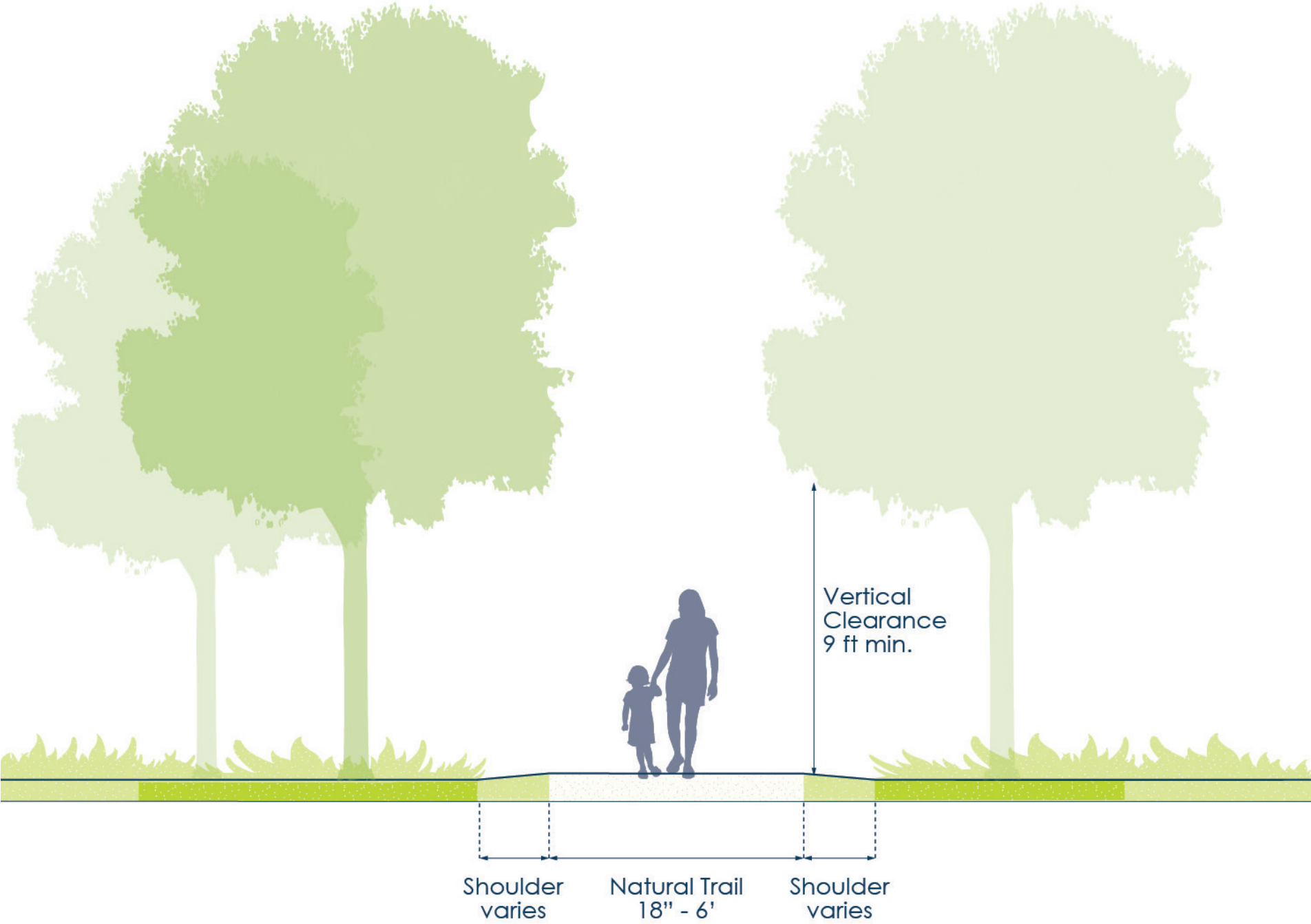
Sometimes referred to as footpaths or hiking trails, natural surface trails are used along corridors that are environmentally sensitive but can support bare earth, wood chips, or stone fines. Soft surface trails may be used as spur trails, or as parallel hiking trails to the primary greenway route.

TYPICAL APPLICATION

Natural surface trails are a low-impact solution and found in areas with limited development or where a more primitive experience is desired. These are not intended to be ADA compliant or accommodate all non-motorized uses.

DESIGN FEATURES

- Trails can vary in width from 18 inches to 6 feet or greater; vertical clearances should be maintained at nine-feet above grade.
- Base preparation varies from machine-worked surfaces to those worn only by usage.
- Trail surface can be made out of dirt, rock, soil, forest litter, or other natural materials. Some trails use crushed stone (crusher run) that contains about 4% fines by weight, and compacts with use.
- Provide positive drainage for trail tread without extensive removal of existing vegetation; maximum slope is 5% (typical).



TRAIL & ROADWAY INTERSECTIONS

DESCRIPTION

The specific type of treatment for Highlands to Islands Trail trail crossings may range from a simple marked crosswalk to full traffic signal or grade separated crossing.

The table below presents a high-level assessment of potential crossing treatment options for a variety of contexts. Enhanced treatments require additional site by site analysis and should be implemented based upon a safety engineering evaluation, and identified community need. The evaluation should consider the number of lanes, the presence or lack of a median, the distance from adjacent signalized intersections, the pedestrian volumes and delays, the average daily traffic (ADT), the posted or statutory speed limit or 85th-percentile speed, the geometry of the location, the possible consolidation of multiple crossing points, the availability of street lighting, and other appropriate factors.

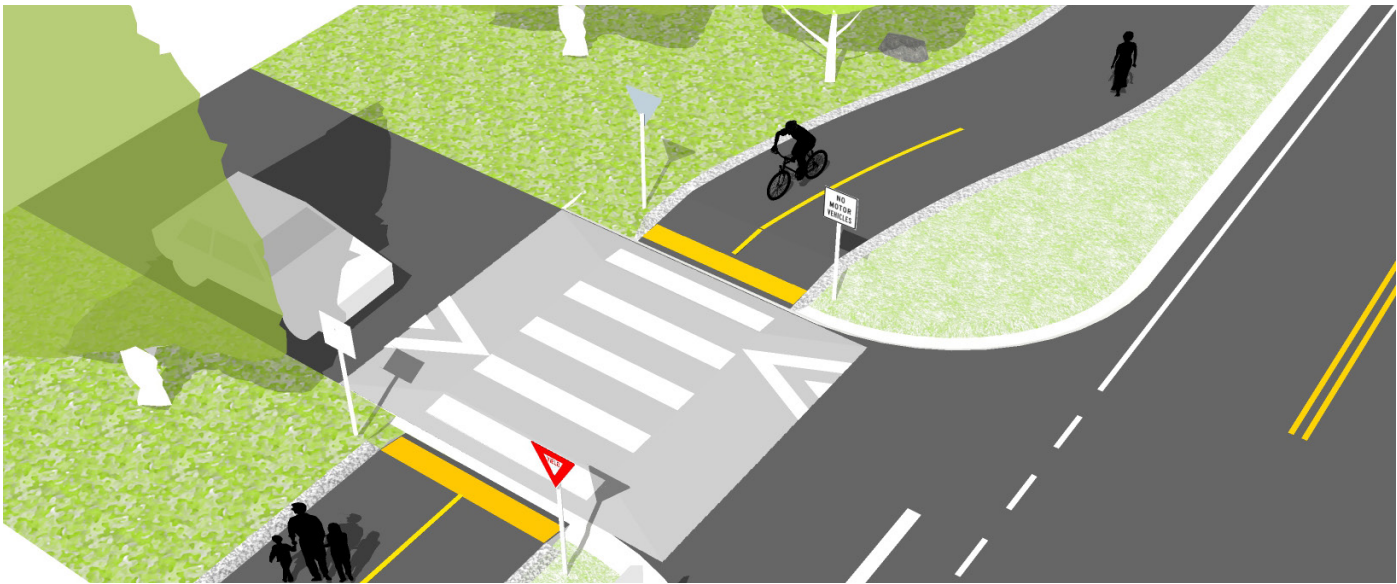
PEDESTRIAN CROSSING CONTEXTUAL GUIDANCE	Local Streets 15-25 mph		Collector Streets 25-30 mph			Arterial Streets 30-45 mph							
	2 lane	3 lane	2 lane	2 lane with median refuge	3 lane	2 lane	2 lane with median refuge	3 lane	4 lane	4 lane with median refuge	5 lane	6 lane	6 lane with median refuge
Marked and Signed Crosswalk*	✓	✓	EJ	EJ	X	EJ	EJ	X	X	X	X	X	X
Crosswalk	EJ	✓	✓	✓	✓	EJ	EJ	EJ	X	X	X	X	X
Raised Crosswalk	✓	✓	EJ	EJ	EJ	EJ	EJ	EJ	X	X	X	X	X
Rectangular Rapid Flashing Beacon Crossing	X	EJ	✓	✓	✓	✓	✓	✓	X	✓	X	X	X
Pedestrian Hybrid Beacon Crossing	X	X	EJ	EJ	EJ	EJ	✓	✓	✓	✓	✓	✓	✓
Grade Separated Crossing	X	X	EJ	EJ	EJ	X	EJ	EJ	✓	✓	✓	✓	✓

LEGEND	
Desirable	✓
Engineering Judgement	EJ
Not Recommended	X

*Note that all treatments shall include a marked crosswalk. The "Marked and Signed Crosswalk" line item indicates contexts where ONLY a marked and signed crosswalk is an appropriate treatment.

RAISED CROSSING

Raised crosswalks are a combination of a raised speed-table and a marking crosswalk to increase vehicular yielding rates. It is also used to highlight road user priority with its geometric design.



TYPICAL APPLICATION

Raised crosswalks may be used at mid-block or intersection crossings on local, collector and, in limited circumstances, arterial streets. They are also applicable on streets with speeds at or below 30 mph- 35 mph in locations with high pedestrian traffic and maximum traffic volumes of 3,500-4,000 vehicles per day.

DESIGN FEATURES

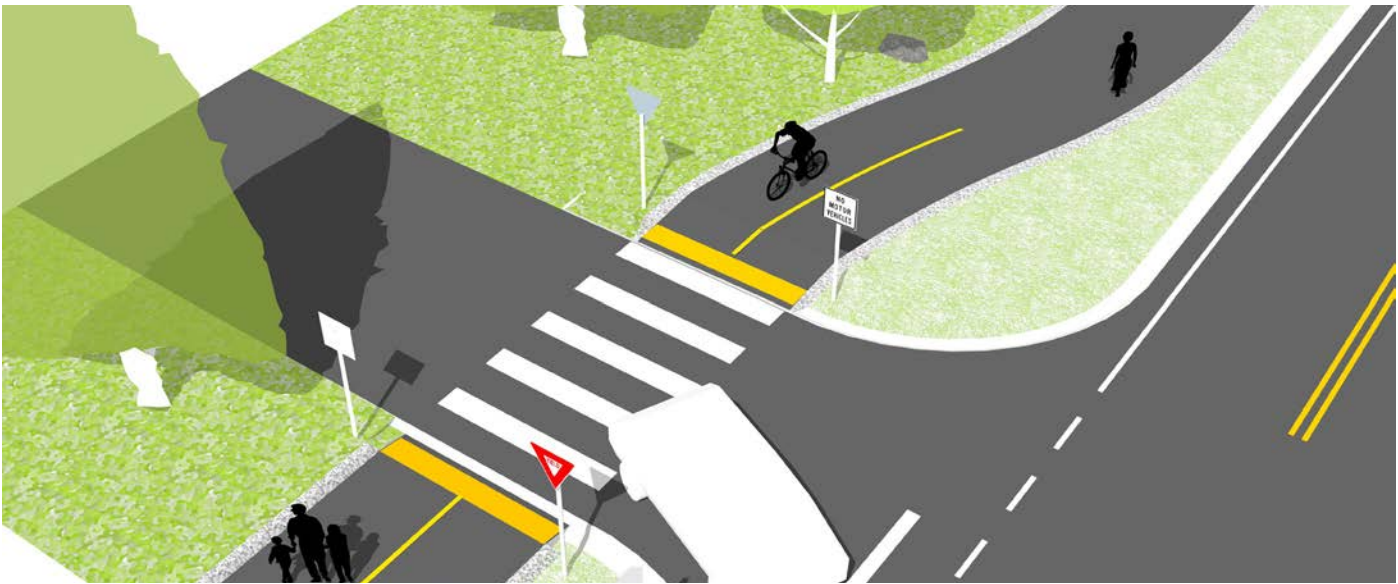
- Median island refuges should be paired with a Marked Crosswalk and Advanced Yield Line Crossing Treatment Package.
- Where parking lanes exist, curb extensions should be used to shorten crossing distance and position users in a visible location. Parking should be prohibited between the yield line and marked crosswalk.

MAINTENANCE

The raised crosswalk should have a smooth curve profile in order for snow plows to operate on the streets that they are applied on.

MARKED CROSSING

Markings must be used to create a legal crosswalk, when a multi-use path crosses a roadway at a midblock location. The most simple marked crossing type uses high visibility crosswalk markings with crossing warning signs.



TYPICAL APPLICATION

Marked and signed crosswalks are typically used where multi-use paths intersect with collector or minor arterial roadways. Midblock path crossings should not be placed within 250 feet of an existing signalized intersection. Align the path directly to the existing signalized intersection if it is the closest crossing available.

DESIGN FEATURES

- High visibility crosswalk markings.
- Bicycle/Pedestrian warning sign (W11-15) with downward arrow plaque (W16- 7P) at the crossing, on both sides. Bicycle and Pedestrian figures on the sign should always face toward the crosswalk.

- A Bicycle/Pedestrian warning sign (W11-15) with "ahead" plaque (W16-9) before the crossing.

MAINTENANCE

Maintaining marked crossings should be a high priority, because markings need to be visible to be effective. Thermoplastic or epoxy markings offer increased durability over conventional paint.

PEDESTRIAN HYBRID BEACON CROSSING

Pedestrian Hybrid Beacons (PHB), formerly known as High-Intensity Activated Crosswalks (HAWK) can be used to improve multi-use path crossings of major streets. A hybrid beacon consists of a signal head with two red lenses over a single yellow lens on the major street, and a pedestrian signal head for the crosswalk.

Hybrid beacons are only used at marked mid-block crossings or unsignalized intersections. They are activated with a pedestrian pushbutton at each end. If a median refuge island is used at the crossing, another pedestrian pushbutton can be located on the island to create a two-stage crossing.



TYPICAL APPLICATION

To improve multi-use path crossings of major streets in locations where side-street volumes do not support installation of a conventional traffic signal. Hybrid beacons may also be used at mid-block crossing locations.

DESIGN FEATURES

- Hybrid beacons may be installed without meeting traffic control signal warrants if roadway speed and volumes are excessive for comfortable user crossing.

- If installed within a signal system, signal engineers should evaluate the need for the hybrid signal to be coordinated with other signals.
- Parking and other sight obstructions should be prohibited for at least 100 feet in advance of and at least 20 feet beyond the marked crosswalk to provide adequate sight distance. Custom signage includes golf cart, bicycle, and pedestrian icons.

RECTANGULAR RAPID FLASHING BEACON CROSSING

Rectangular Rapid Flash Beacons (RRFB) are a type of active warning beacon used at unsignalized crossings. They are designed to increase motor vehicle yielding compliance at marked crosswalks.



TYPICAL APPLICATION

Guidance for marked/unsignalized crossings applies to RRFB crossings. RRFBs shall not be used at crosswalks controlled by YIELD signs, STOP signs, Pedestrian Hybrid Beacons (PHB's), or traffic control signals. RRFBs shall initiate operation based on user actuation and shall cease operation at a predetermined time after the user clears the crosswalk. Rectangular Rapid Flash Beacons (RRFB) dramatically increase compliance over conventional warning beacons.

DESIGN FEATURES

- RRFBs are typically activated by path users manually with a push button, or can be actuated automatically with passive detection systems.
- Use in conjunction with custom path warning signage showing golf cart user, pedestrian, and bicycle icons.
- Providing secondary installations of RRFBs on median islands improves conspicuity and creek yielding behavior.
- Optional: Median islands can be painted or raised concrete.
- An RRFB consists of two rectangular-shaped yellow indications, each with an LED-array-based light source.
- When actuated, the two yellow indications in each RRFB unit shall flash in a rapidly flashing sequence.

CREATIVE CROSSING

Creative crossings are artistic alternatives to standard crosswalk markings. Creative crossings use different colors and patterns to provide safe pedestrian crossing.



Creative crosswalk in Long Beach, CA
Source: Alta Planning + Design

TYPICAL APPLICATION

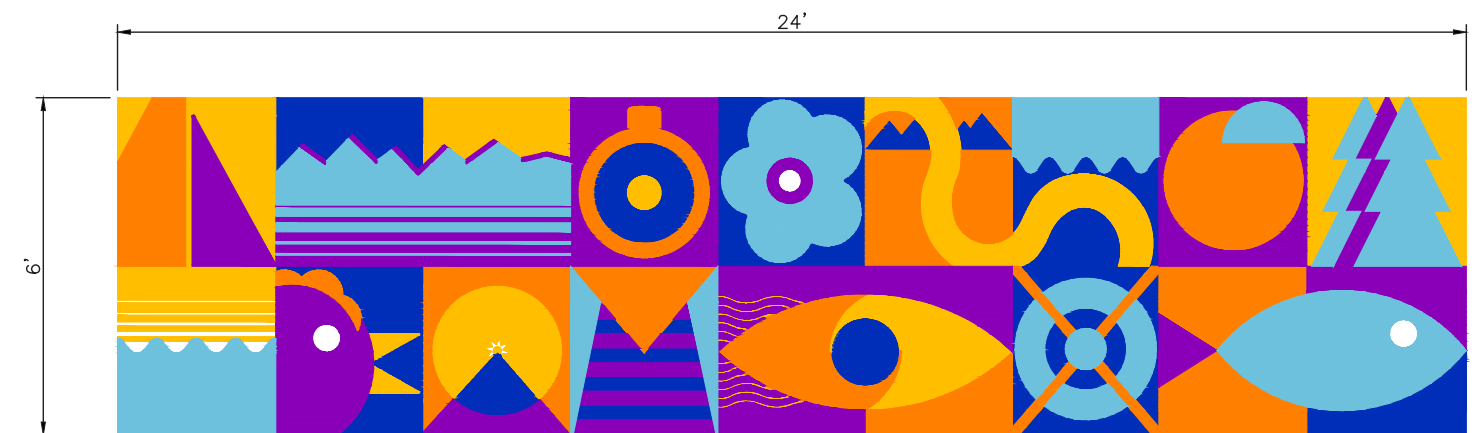
Creative crosswalks may only be implemented on local streets and with the support of the City or County Engineer.

- Recommend implementing in locations close to school crossings. (i.e. Incorporate school mascot design)
- Can utilize Highlands to Islands Trails logo and colors in crosswalks as a branding and wayfinding tool.

- Application of Colored Pavement, colors of crosswalks should generally be in the earth tone family
- In addition to the style of the crosswalk, painted bulbouts may be implemented to enhance pedestrian visibility and comfort at the crossing.

DESIGN FEATURES

- While there is a variety of options for designing these crosswalks, they must follow FHWA guidelines.



Gainesville crosswalk mural designed by Geveko Markings
Source: Geveko Markings and City of Gainesville

STREET UNDERPASSES AND OVERPASSES WITH RAMPS

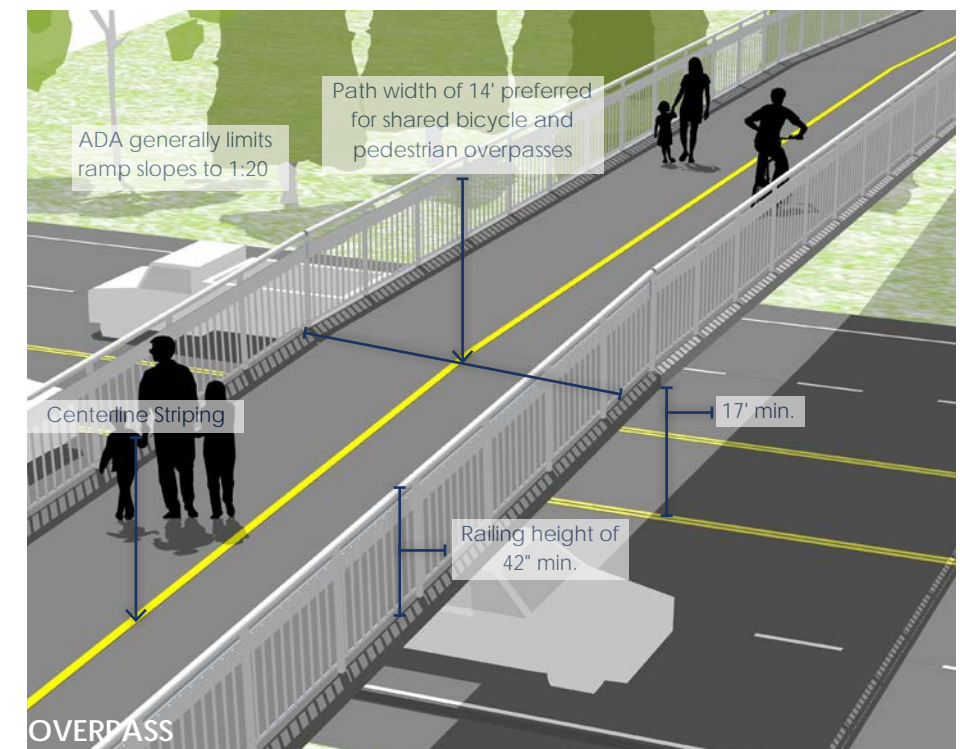
DESCRIPTION

Bicycle/pedestrian underpasses and overpasses with ramps provide critical non-motorized system links by joining areas separated by barriers such as railroads and highway corridors. In most cases, these structures are built in response to user demand for safe crossings where they previously did not exist.

GUIDELINES

- Trail width, surface, lines of sight, grades and other design factors should be in conformance with AASHTO and ADA.
- Concrete surfaces are preferred in flood prone areas to minimize risk of washouts.
- Trail above 10-yr flood elevation preferred for tunnels.
- Use appropriate safety signage/warnings such as curve arrows per MUTCD.
- Provide a minimum of 8' of headroom for multi-use (bikes and peds.) 10' min. if equestrian use though 12' of headroom is preferred.
- Provide centerline stripe to promote user safety.
- Provide clear line of sight under bridge with no hiding places.
- 24" edge/rumble strip on each side of path preferred.
- Provide bypass ramps to a safe road crossing point for high water events.
- For attached shared-use path provide min. 12' width and min. 54" safety barrier (min. 42" barrier between path and traffic lane may apply in some instances). Refer to AASHTO and traffic engineers.
- Work with qualified lighting engineer to provide appropriate 24-hour lighting in all tunnels/underpasses.

- In some locations, the trail will go under bridges or through low areas subject to flooding. In some cases, the trail will need to be substantially anchored (with concrete, rock, Geoweb or similar system) and armored with rock where appropriate to prevent wash out from flowing water. A engineer with flood expertise should be consulted to ensure the underpass is durable and will not adversely impact flood conveyance.



STREAM CROSSINGS

DESCRIPTION

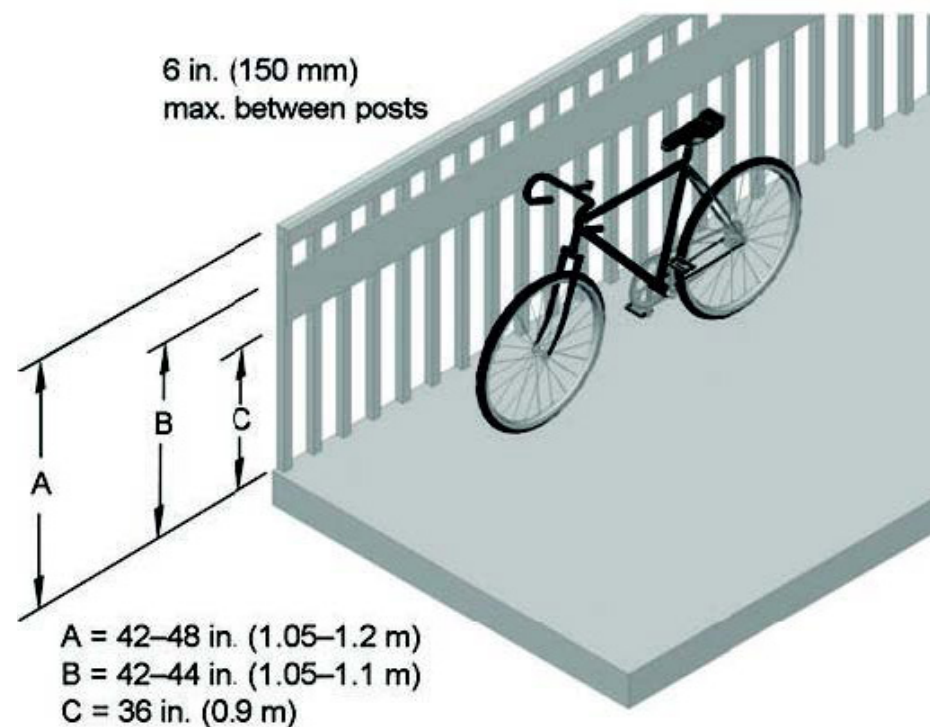
Multi-use path stream crossings provide the Highlands to Islands Trail access over natural features. The type and size of bridge can vary widely depending on the trail type and specific site requirements.

Bridges often used for multi-use paths include suspension bridges, prefabricated span bridges and simple girder bridges. When determining bridge design for multi-use paths, it is important to consider emergency and maintenance vehicle access.

GUIDELINES

- Pedestrian spans should be able to carry weight of maintenance and emergency vehicles (12,000 pounds) unless alternative access is available.
- Spans should be wide enough to accommodate both trail traffic and people who may want to linger on the span to enjoy the view. Absolute minimum width should be 12' but 14' is preferable, both to accommodate those who linger and possible future trail widening. In some instances, such as higher traffic areas, a "belvedere" or small "balcony" may be attached to the side of the bridge deck to accommodate people wanting to linger out of the path of trail traffic.
- All railings should be at least 44" high (54" on highly elevated decks and bridges). Provide approach railings as safety dictates leading to bridges with the opening flared. Approach railing styles should match bridge styles and materials.
- Clear-span crossings are preferred, as opposed to low water crossings on multi-use path. This will avoid washouts and sediment build-up problems. Clear spans should be placed above the 100-year flood level wherever possible, but in some instances may be lower, provided the structure will not raise the 100-year flood level in developed areas without proper mitigation (an engineer with flood expertise should be consulted).

- Generally, pre-manufactured, self-weathering steel structures are preferred for cost-effective construction and maintenance.
- Wherever appropriate, cost-effective and feasible bridges could include enhancements such as abutment trim, monuments, arches and artistic components.
- Trail above 10-yr flood elevation preferred.
- Optimize headroom vs. trail elevation above creek invert (bottom) to
- Boardwalk design and materials should fit with the branding



Bridge railing guidelines

Source: AASHTO Guide for the Development of Bicycle Facilities (2012), Figure 5-11.



Boardwalk Bridge in Memphis, TN
Source: Alta Planning + Design



Wolf Creek Guide Trail Bridge
Source: Alta Planning + Design

EROSION CONTROL, SLOPE PROTECTION, AND BANK RESTORATION

DESCRIPTION

In a number of instances, steep slopes, stream banks, construction cuts, and other areas subject to erosion will require erosion control and stabilization improvements. In instances where retaining walls are not needed, other forms of erosion control and slope protection will be required.

GUIDELINES

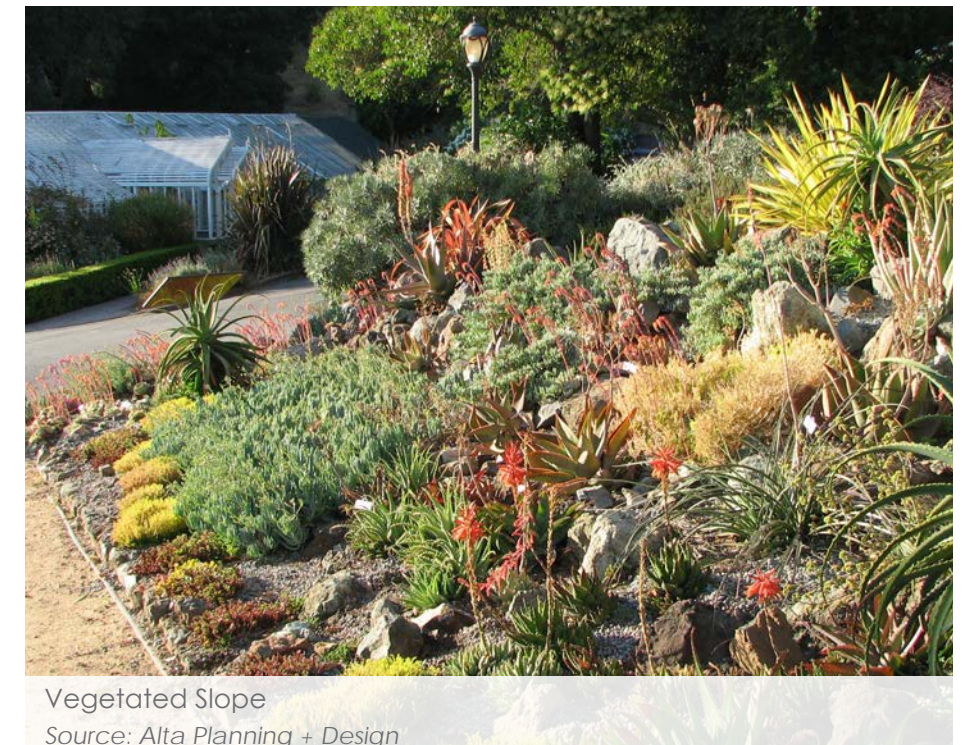
- Typically erosion control should be considered where grades exceed 3:1 unless well stabilized by vegetation .
- Consider incorporating raingardens and bioretention areas along trail to handle storm runoff from paved sections, especially in areas with steeper slopes to prevent erosion from runoff.
- Where feasible, use natural or natural-appearing stabilization that promotes the re-growth of vegetative cover such as woven plant fiber matting.
- If rock rip rap is used for stabilization provide an adequate buried toe along creek and stream banks and bury rock with soil that is stabilized and revegetated to conceal rock and promote a more natural slope.
- Along creek and stream banks and other embankments terrace slopes to create a natural appearance and establish a healthy riparian edge with reforestation.
- Wherever feasible restore disturbed slopes with appropriate indigenous vegetation.
- Local and state guidelines prevail for all erosion and sediment control in Georgia. Refer to the Georgia Soil and Water Conservation Commission's manual.



Natural Retaining Wall
Source: Hansons Garden Village



Vegetated Slope
Source: Alta Planning + Design



Vegetated Slope
Source: Alta Planning + Design

RETAINING WALLS

DESCRIPTION

In general, any slope in excess of 3:1 grade will require stabilization or retention to control erosion. In many cases this will require a structural retaining wall. Walls may vary in height from a 6" curb to a higher wall or wall system of 5- to 12' or more. Walls should be built of stone or brick, or may have a stamped façade over a concrete base.

GUIDELINES

- Where possible, it is desirable to keep wall height less than 4'. On steep, high slopes this may require "splitting" a wall with half of the height on the uphill side of the trail and half on the downhill side or "terracing" the slope with multiple shorter walls.
- Walls should be designed by a qualified professional and walls in excess of 4' high should be reviewed and approved by a qualified engineer.
- Where feasible, stacked-natural stone walls are preferred for aesthetics, although segmental retaining walls may be used (see image).
- Where stone is not feasible, or where feature wall surfaces are desired, they can be faced with a natural appearing stone façade such as Tennessee fieldstone.
- Protruding and sharp edges should be avoided and where this is not feasible, such as the ends of walls, blunt ends should be marked with "hazard" demarcation panels per the Manual of Uniform Traffic Control Devices if they are within 30" of the edge of the trail.
- Walls can be constructed of concrete, anchored block system, stone or other appropriate material.
- Where retaining walls are required but facing will not be seen from the trail, standard block walls can be used for cost savings.

MORTARED GRANITE STONE



Recommended Application

Used as the standard stone for retaining walls

TENNESSEE FIELDSTONE



Recommended Application

Used for retaining walls in specialty areas



4 | Fit and Finish

OVERVIEW

The following section contains guidance and recommended furnishings and amenities for the Highlands to Islands Trail network. Each amenity category has detailed guidance on placement and typical applications. Recommended products and manufacturers are also provided for each amenity. The proposed manufacturers and products were chosen based on feasibility, maintenance and the County and City's desired aesthetic.



The Highlands to Islands Trail
Source: Gainesville Times

SEATING

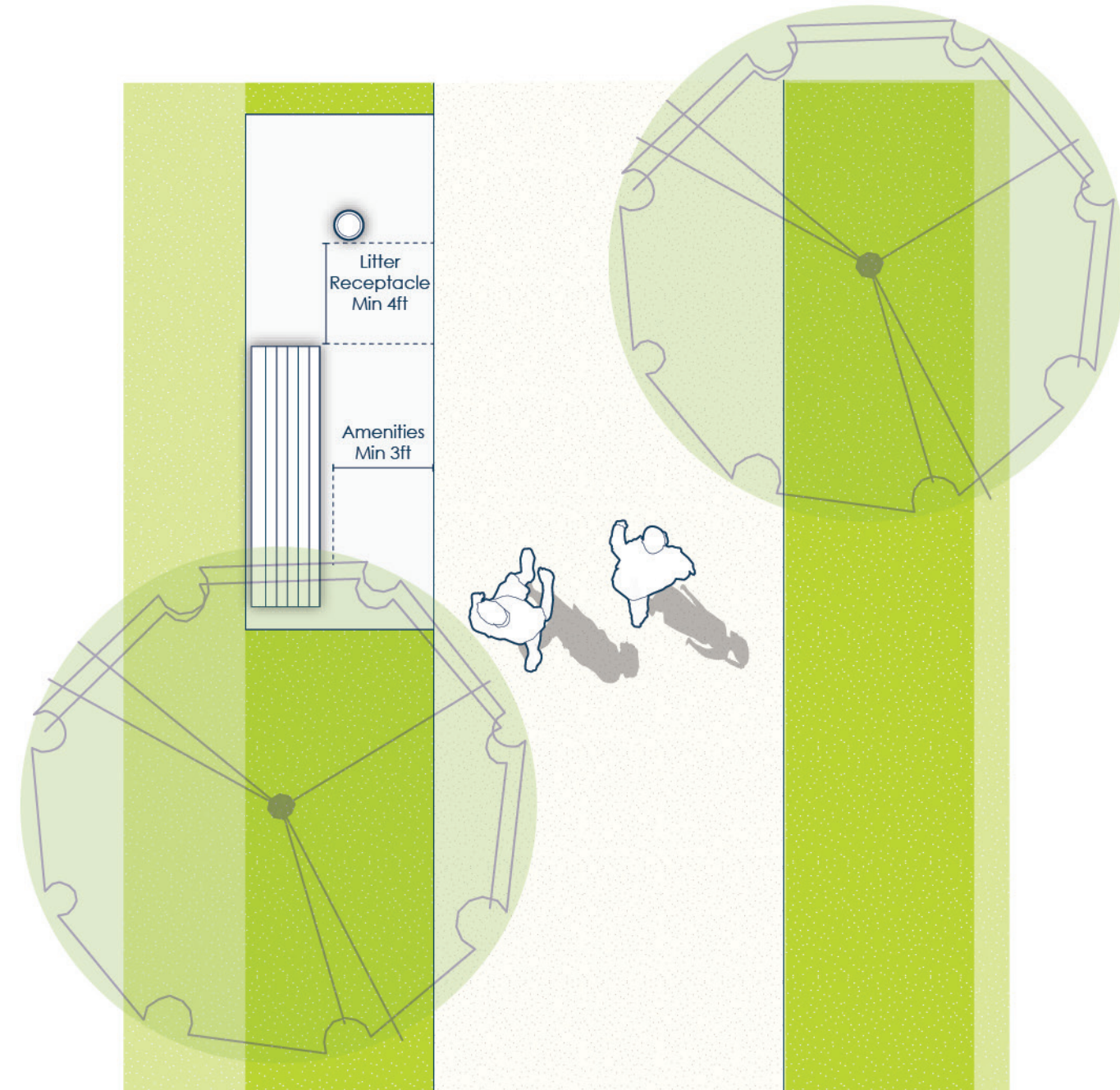
DESCRIPTION

Seating along trails provides a place for trail users to rest, congregate, contemplate, or people-watch along trails and throughout the trail system. Benches can be designed to create identity in a place or along the trail or be strictly utilitarian. Picnic tables provide places for trail users to congregate for meals or to just relax.

GUIDELINES

- Locate benches at all gateways, trailheads, picnic areas and at regular intervals along the trail.
- Locate all seating (and other site furniture) a minimum of 3' from the edge of the trail.
- Swing benches should be located a minimum of 10' from the edge of the trail.
- Locate benches a minimum of 4' from restrooms, phone booths and drinking fountains and a minimum of 2' from trash receptacles, light poles and sign posts.
- Seating should be placed in shaded area, especially where there is minimal shade available.
- Drainage should slope away from the bench and the trail.

TYPICAL DETAIL



RECOMMENDED SEATING OPTION (CURRENTLY IN USE)

FS-50 BENCH

Manufacturer:

Victor Stanley

Dimensions:

H (32.375") L (4', 6', and 8') D (23.75")

Mounting:

Surface mount or In-ground mount

Materials and Finish:

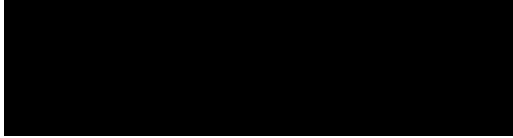
- Horizontal steel rod tubing and steel rod seating
- All metal components are steel shotblasted, etched, phosphatized, preheated and electrostatically powder-coated with TGIC polyester powder coatings

Options:

- Multiple bench lengths are available upon request (4', 6', 8')
- Skateboard guards can be added



Recommended Powdercoat Finishes



FS-50 Bench
Source (All Images): Victor Stanley

DASH BENCH

Manufacturer:

Forms + Surfaces

Dimensions:

H (18") W (72") D (20.5")

Mounting:

Surface (Mounted with tamper resistant anchor bolts)

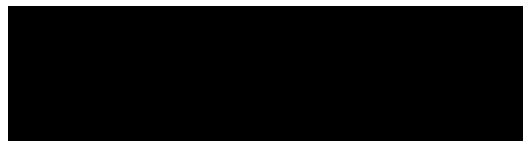
Materials and Finish:

- TENSU Ultra High Performance Concrete (UHPC) with an aluminum frame
- Various powder coat finishes are available

Options:

- Custom powder coat colors can be created upon request

Recommended Powdercoat Finishes



Dash Bench
Source (All Images): Forms + Surfaces

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BIKE PARKING

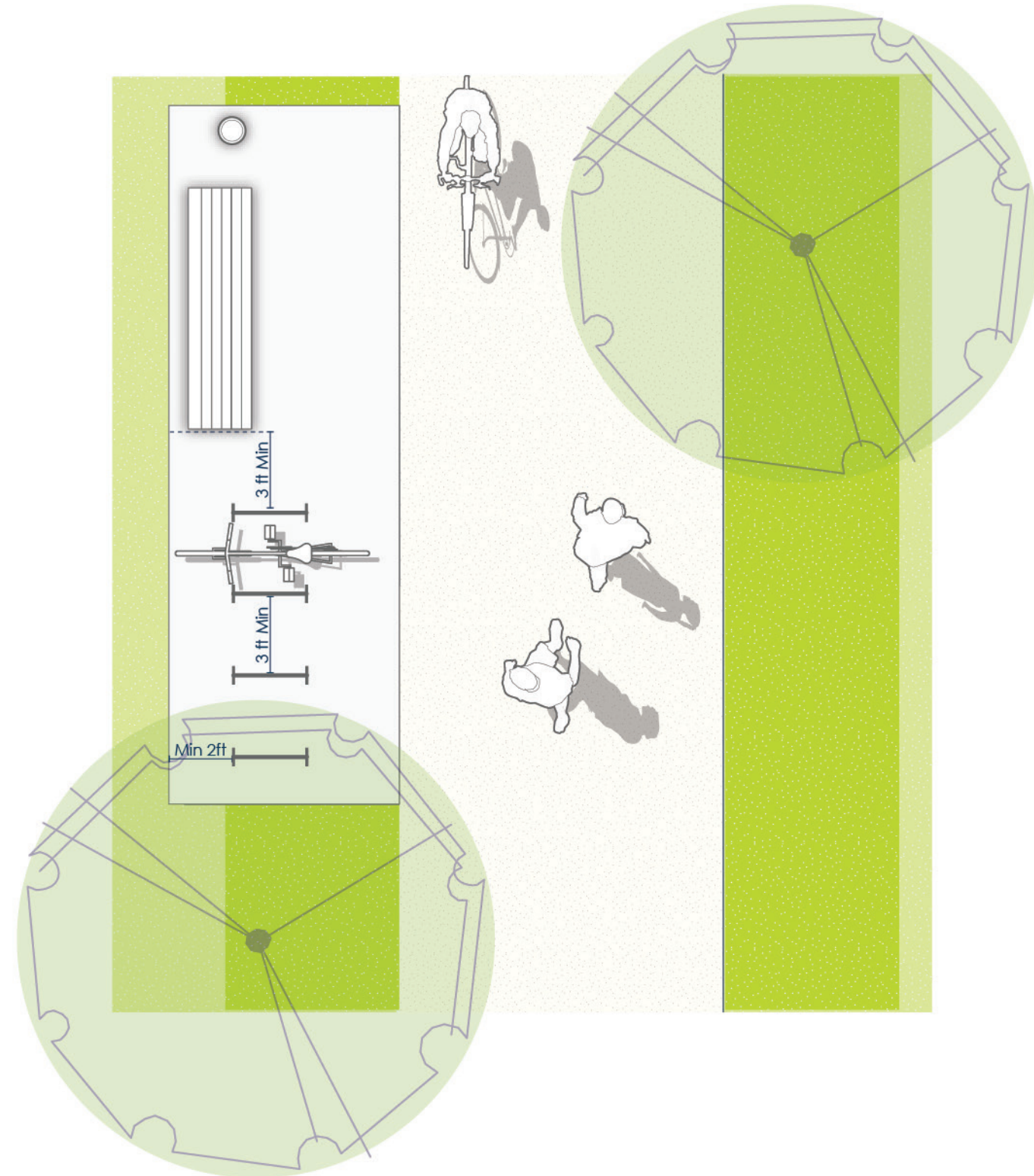
DESCRIPTION

Short-term bicycle parking is meant to accommodate users departing in two hours or less. In places where bicyclists will want to leave their bikes for significantly longer, it may be appropriate to provide long-term storage in the form of bicycle shelters or Secure Parking Areas (SPAs). Racks should be placed adjacent to comfort stations, visitor centers, seating areas, and be weather protected where possible. The Association for Pedestrian and Bicycle Professionals (APBP) provides standards for bike rack design, spacing, and placement. Local, state, and federal codes should be consulted for additional count requirements and installation regulations.

GUIDELINES

- In urban settings: 2' minimum from the curb face to avoid 'dooring.'
- As close to destinations as feasibly possible; 50' maximum distance from main building entrance.
- Minimum clear distance of 6' should be provided between the bicycle rack and a property line.
- Should be highly visible from adjacent bicycle routes and pedestrian traffic.
- Locate racks in areas that cyclists are most likely to travel.
- Provide racks that support the frame in at least two places such as a U-shape, arch, hoop, or other single form.
- Finish should be matte black or silver.

TYPICAL DETAIL



RECOMMENDED BIKE PARKING

LOOP BIKE RACK

Manufacturer:

Landscape Forms

Dimensions:

H (31") W (36") D (14")

Mounting:

Embedded

Materials and Finish:

- Aluminum casted frame
- All metal parts are finished with Landscape Forms' propriety Pangard II polyester powder coat, a hard yet flexible finish that resists rusting, chipping, peeling, and fading.
- Various powder coat finishes are available in a gloss, metallic, or low sheen finish

Recommended Powdercoat Finishes

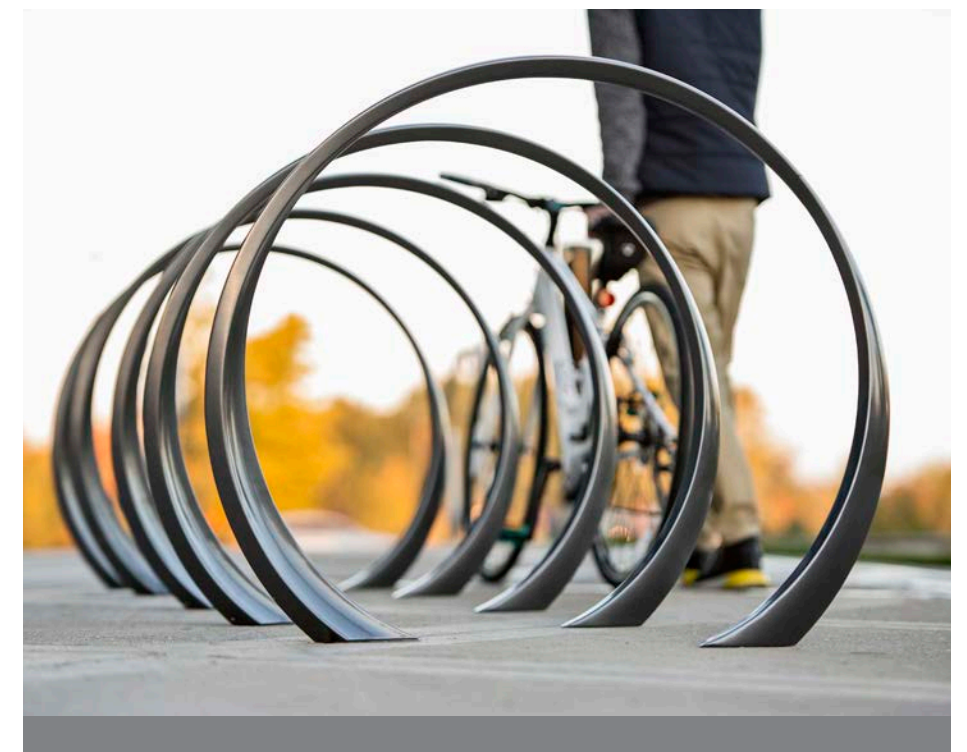
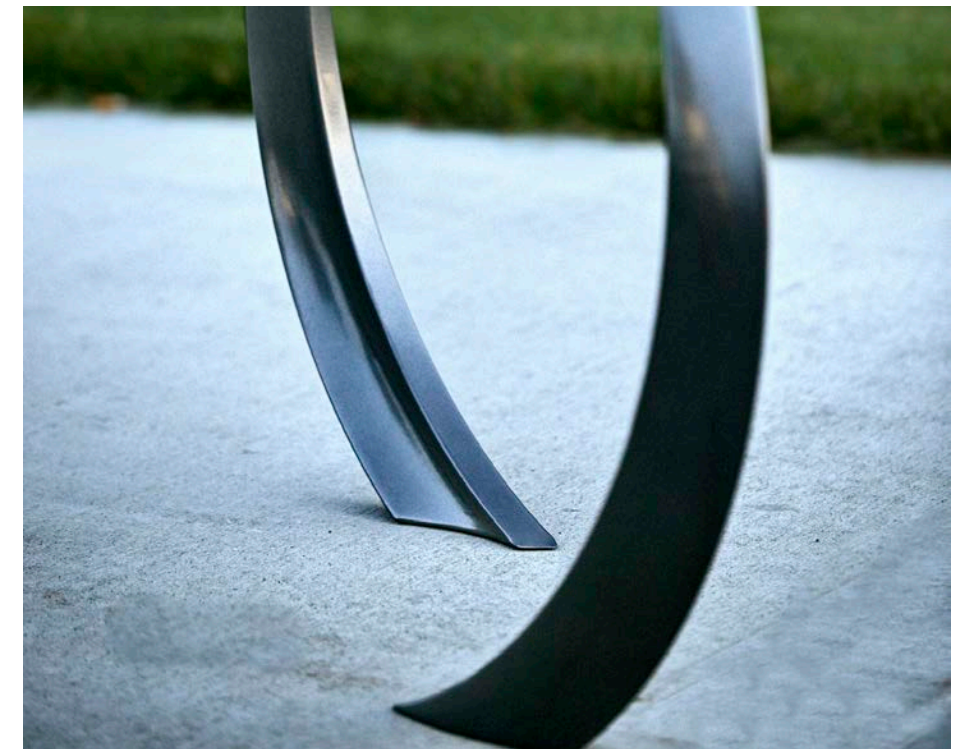
Gloss Option



Metallic Option



Loop Bike Rack
Source (All Images): Landscape Forms



OLYMPIA BIKE RACK

Manufacturer:

Forms + Surfaces

Dimensions:

H (35 1/2") W (7") D (3")

Mounting:

Surface

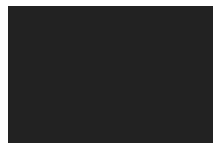
Materials and Finish:

- Corrosion-resistant cast aluminum with a powder coat finish
- Various powder coat finishes are available

Options:

- The U-lock design allows for various bike parking configurations

Recommended Powdercoat Finishes



Olympia Bike Rack
Source (All Images): Form + Surfaces



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TRASH RECEPTACLES

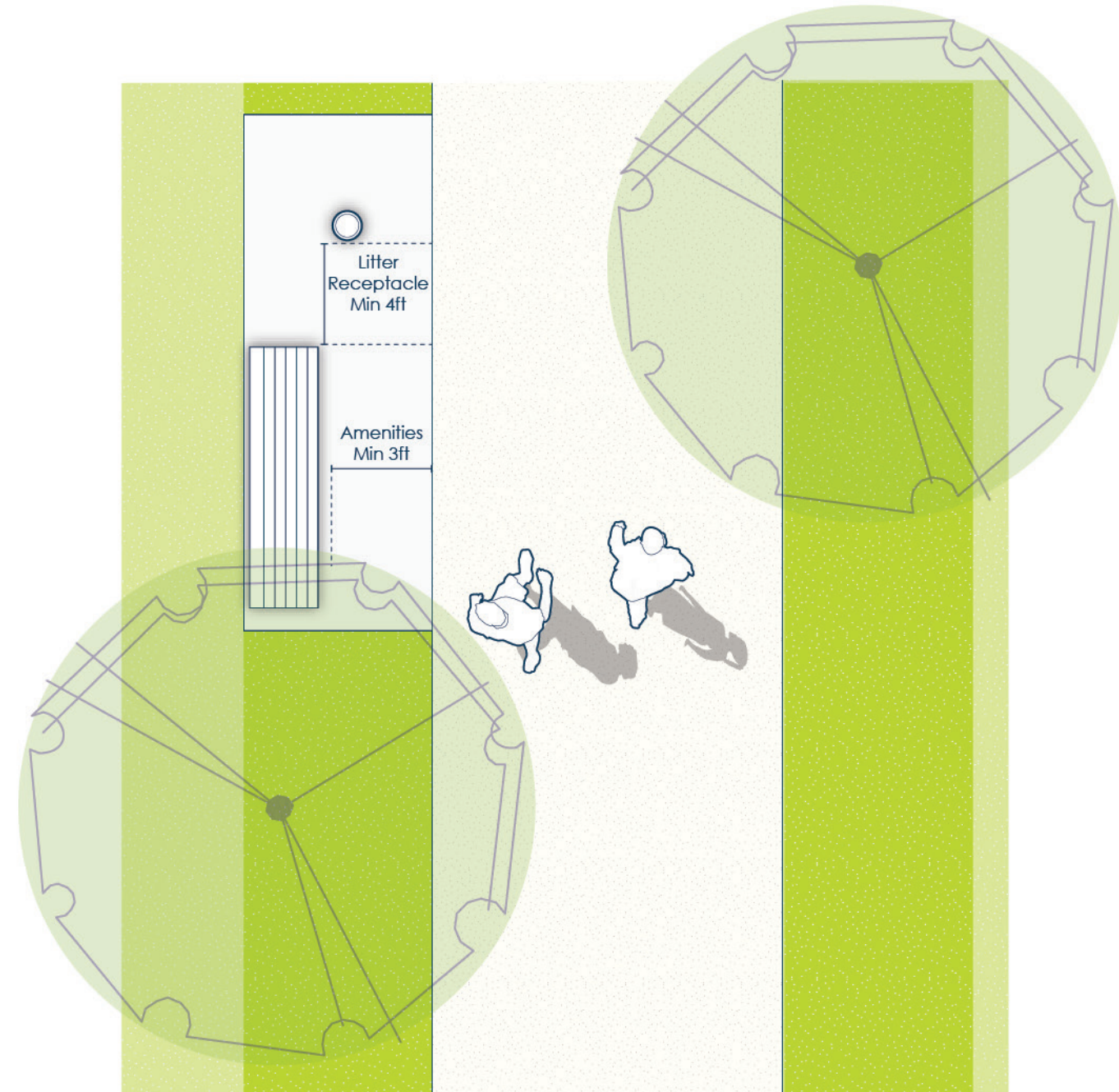
DESCRIPTION

Trash and recycle receptacles provide for proper maintenance and appearance of the trail system. Trash and recycle receptacles should be placed at gateways, rest stops or comfort stations, concession facilities, or area where users might stop to drink and eat.

GUIDELINES

- Locate receptacles at each trailhead and each seating area (1 per every 1 picnic table, 1 per every 2 benches).
- Locate receptacles a minimum of 4' from edge of trail.
- Placement of other receptacles will depend upon the location of concessions, facilities and areas of group activities.
- Receptacles should be selected using the following criteria:
 - Expected trash amount
 - Maintenance program requirements
 - Types of trail users
 - Durability

TYPICAL DETAIL



RECOMMENDED TRASH RECEPTACLE OPTION

(CURRENTLY IN USE)

HA SERIES SINGLE TRASH ENCLOSURE (MODEL HA-P)

Manufacturer:

Bearsaver

Dimensions:

H (46") W(24") L(24")

Materials and Finish:

- Housing and doors are made from corrosion resistant steel with a 40 gallon rigid liner
- Textured powder coat finish that is resistant to humidity, salt spray, fog, ultraviolet rays, abrasion and chemicals
- Various powder coat finishes are available (Fir Green finish is currently being used on the Chicopee Trail)
- ADA Compliant

Options:

- Labels can be placed on top lid (i.e. Trash, Recycling)



Recommended Powdercoat Finishes



HA Series Single Trash Enclosure
Source (All Images): Bearsaver

CHANDLER RECEPTACLE

Manufacturer:

Thomas Steele

Dimensions:

H (40 3/4") Dia (24 1/8")

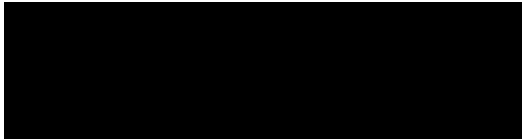
Materials and Finish:

- Frame and siding is constructed of carbon structural steel flat bars
- Use e-coating with an epoxy resin water-based paint that produces highly durable coating
- Various powder coat finishes are available

Options:

- Has an optional door and side opening feature

Recommended Powdercoat Finishes



Chandler Receptacle
Source (All Images): Thomas Steele



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DRINKING FOUNTAIN AND BOTTLE FILLER

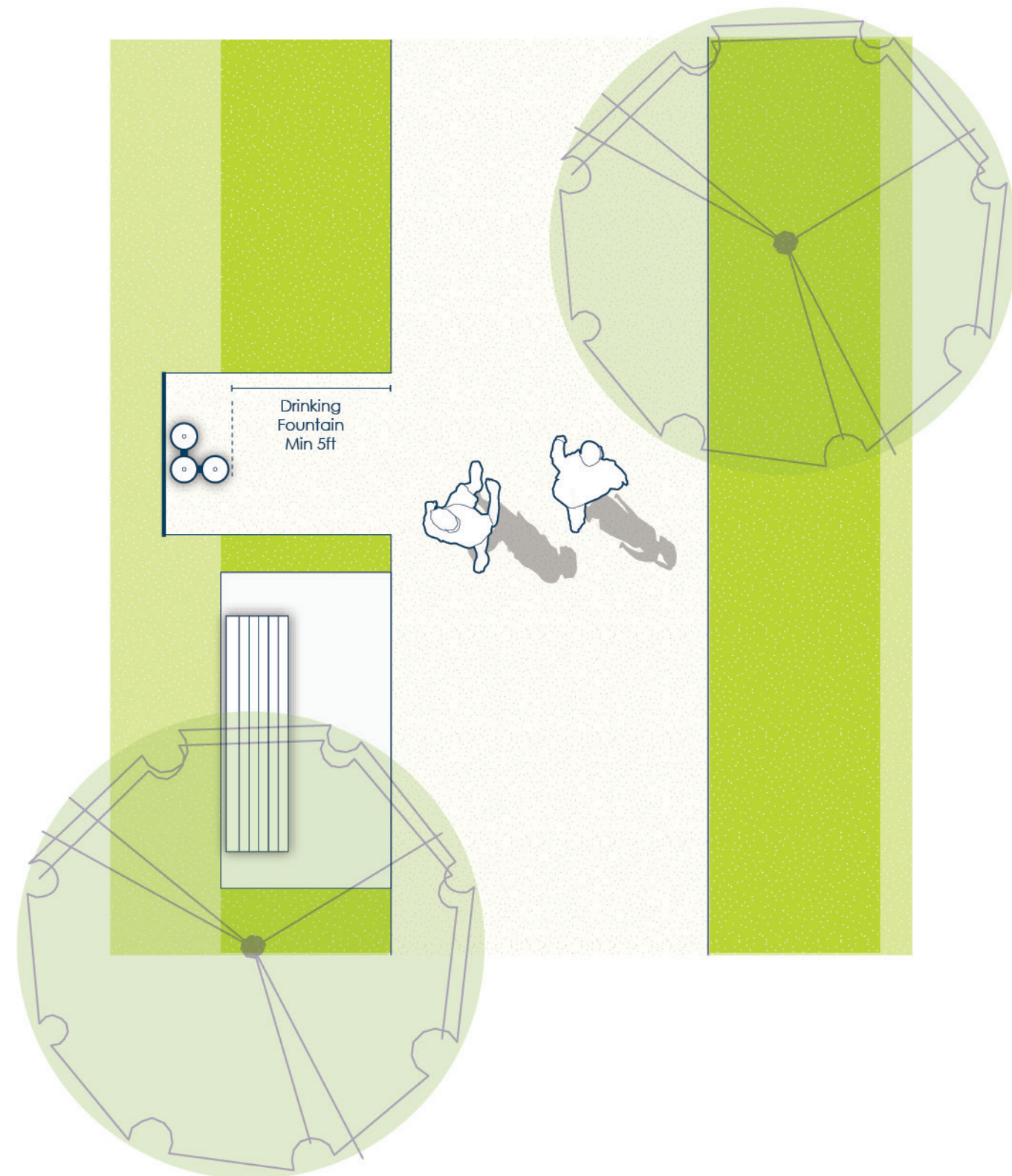
DESCRIPTION

Access to drinking water is crucial to safety and trail enjoyment for multiple user types. Sources of potable water should be identified along the trail alignment with spacing of five miles or less. If access points are more than five miles apart, signs should be placed at potable water access points to indicate distance to the next source.

GUIDELINES

- Locate drinking fountains at least 5' from trail edge.
- Standard, accessible, and dog height bowls should be installed to accommodate all trail users.
- Drinking fountains should be placed on a well drained surface (for example: 2% sloped concrete slab, with 3 in gravel strip to prevent erosion)
- Consider the use of durable and vandalism-resistant materials such as steel, or stone.
- Ensure the use of "auto off" features to prevent waste, bowl overflow, and open lines.
- Include hose bib connections for maintenance purposes.
- Schedule regular inspections to monitor leaks, clogged drains, cracked pipes, and vandalism

TYPICAL DETAIL



RECOMMENDED DRINKING FOUNTAIN

BOTTLE FILLING STATION, BI-LEVEL FOUNTAIN AND PET STATION

Manufacturer:

Global Industrial

Dimensions:

H (60 1/4") W (47 3/4") D (10 1/4")

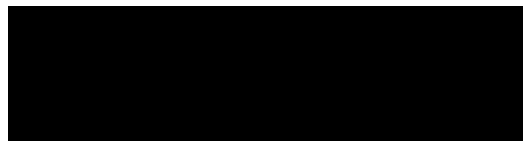
Mounting:

Surface

Materials and Finish:

- Marine-grade 316 stainless steel prevents corrosion
- Vandal resistant bubblers (water spout) with hood guards
- 4 color finishes are available (Silver, Green, Black, and Blue)

Recommended Powdercoat Finishes



Bottle Filling Station
Source (All Images): Global Industrial

BIKE REPAIR STATION

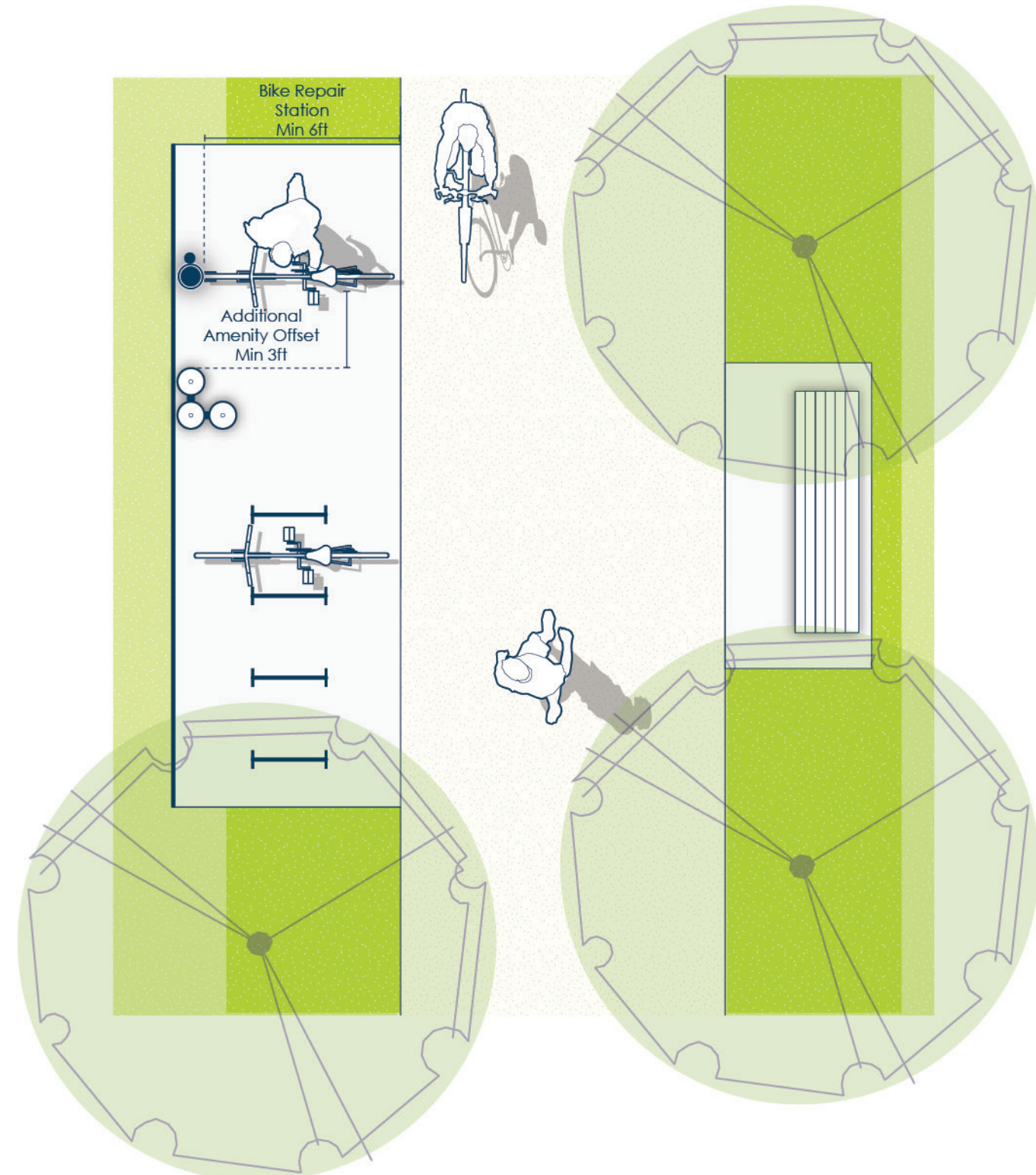
DESCRIPTION

Bicycle repair stations are self-serve kiosks designed to offer a complete set of tools necessary for routine bicycle maintenance. Popular locations include gateways, trailheads, plazas, farmer's markets, and any public center of activity that is well monitored and easily accessible by foot or bicycle.

GUIDELINES

- Group with other amenities in areas such as trailheads, parking lots, public spaces, and major trail intersections.
- Bicycle repair stations should be at least 6' from trail edge to allow room to repair bicycles.
- Stations should be secured to a durable pad, such as concrete.
- Bicycle repair station tools are secured by high security cables, but will still be an attractive target for theft. Proper placement of kiosks in areas of high activity is one key strategy to reduce potential vandalism.

TYPICAL DETAIL



RECOMMENDED BIKE REPAIR

BIKE FIX-IT STATION

Manufacturer:

Dero

Dimensions:

Body (6 X 3/16" Tube)

Bike Hanger (1.5" sch. 40 Pipe, 1/4" Plate)

Foot (5/32" Stainless Steel Cable)

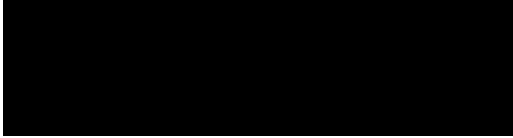
Materials and Finish:

- Hot-dipped galvanized or stainless steel finish is available
- Various powder coat finishes are available

Options:

- Custom powder coat colors can be created upon request

Recommended Powdercoat Finishes



Bike Fix-it Station
Source: Dero



Bike Fix-it Station
Source: Dero



Bike Fix-it Station
Source: The Berkshire Edge

BOLLARDS

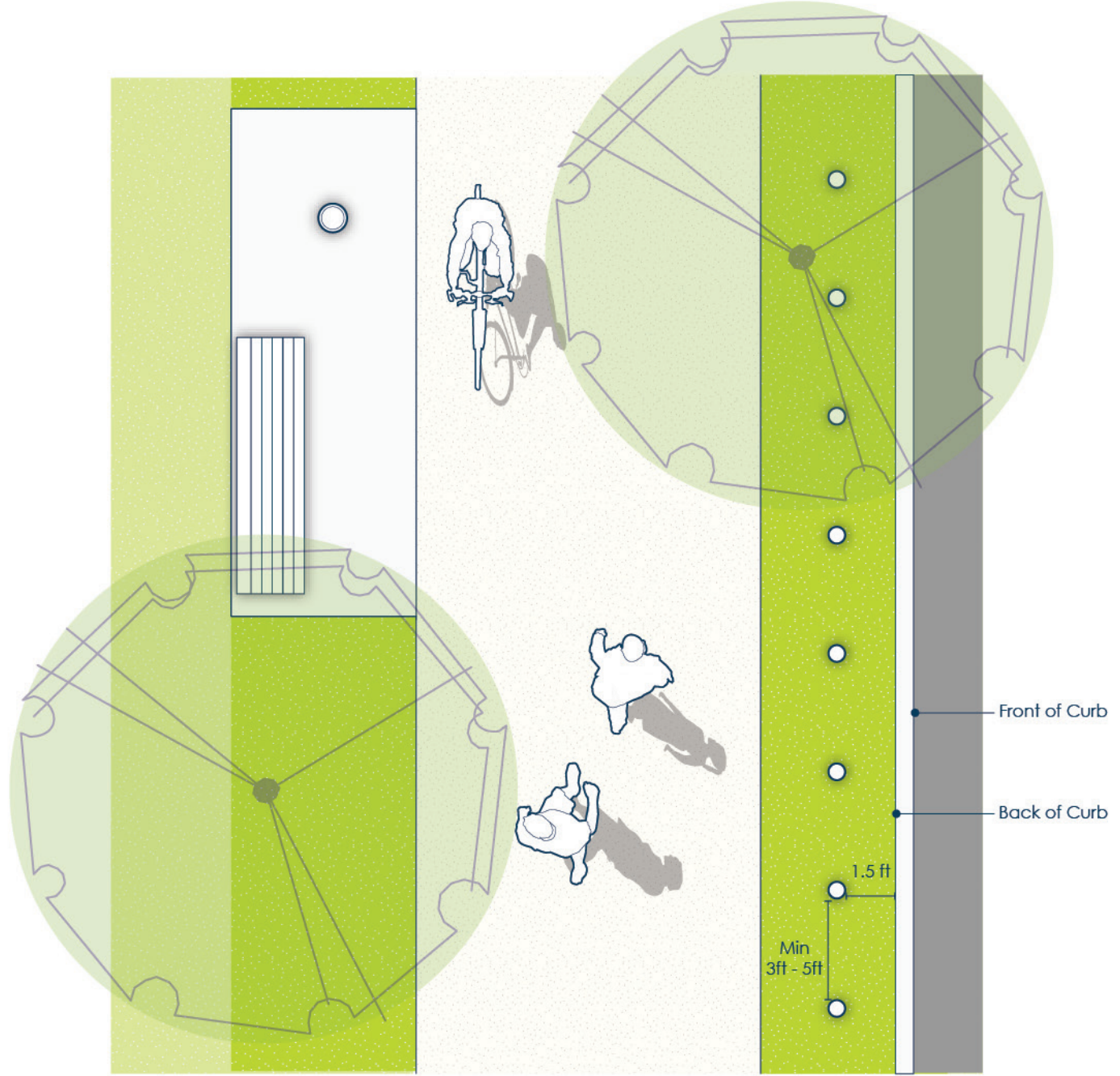
DESCRIPTION

Bollards are physical barriers designed to restrict motor vehicle access multi-use paths and other pedestrian spaces. Bollards can be used to provide additional lighting for pedestrians if they are manufactured with a light feature.

GUIDELINES

- Bollards should be 30" - 40" in height to achieve visibility
- Bollards should be placed at least 3' from pedestrian flow of traffic and 18" from back-of-curb.
- Bollards must be visible and include either retro-reflective surface or lighting elements
- Can be applied for full block segments or at key locations (i.e., shared streets between parking and sidewalk)
- Decorative bollards can be placed at locations at unique pedestrian designated spaces

TYPICAL DETAIL



RECOMMENDED BOLLARD

LIGHT COLUMN BOLLARD

Manufacturer:

Forms + Surfaces

Dimensions:

Series 500 | Dia (5") x H (45")

Series 600 | Dia (6") x H (45")

Mounting:

Surface or Embedded

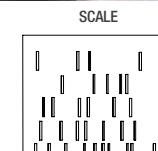
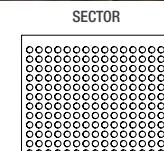
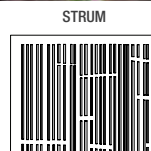
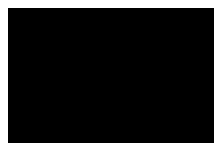
Materials and Finish:

- Stainless steel column with 1/2" thick stainless steel base plate
- White-frosted acrylic lens that protects custom LED light engine
- Ceramiloc surface treatment applied for enhanced protection from weather and graffiti

Options:

- Various shield designs are available

Recommended Powdercoat Finishes



Light Column Bollard
Source (All Images): Form + Surfaces

LIGHTING

DESCRIPTION

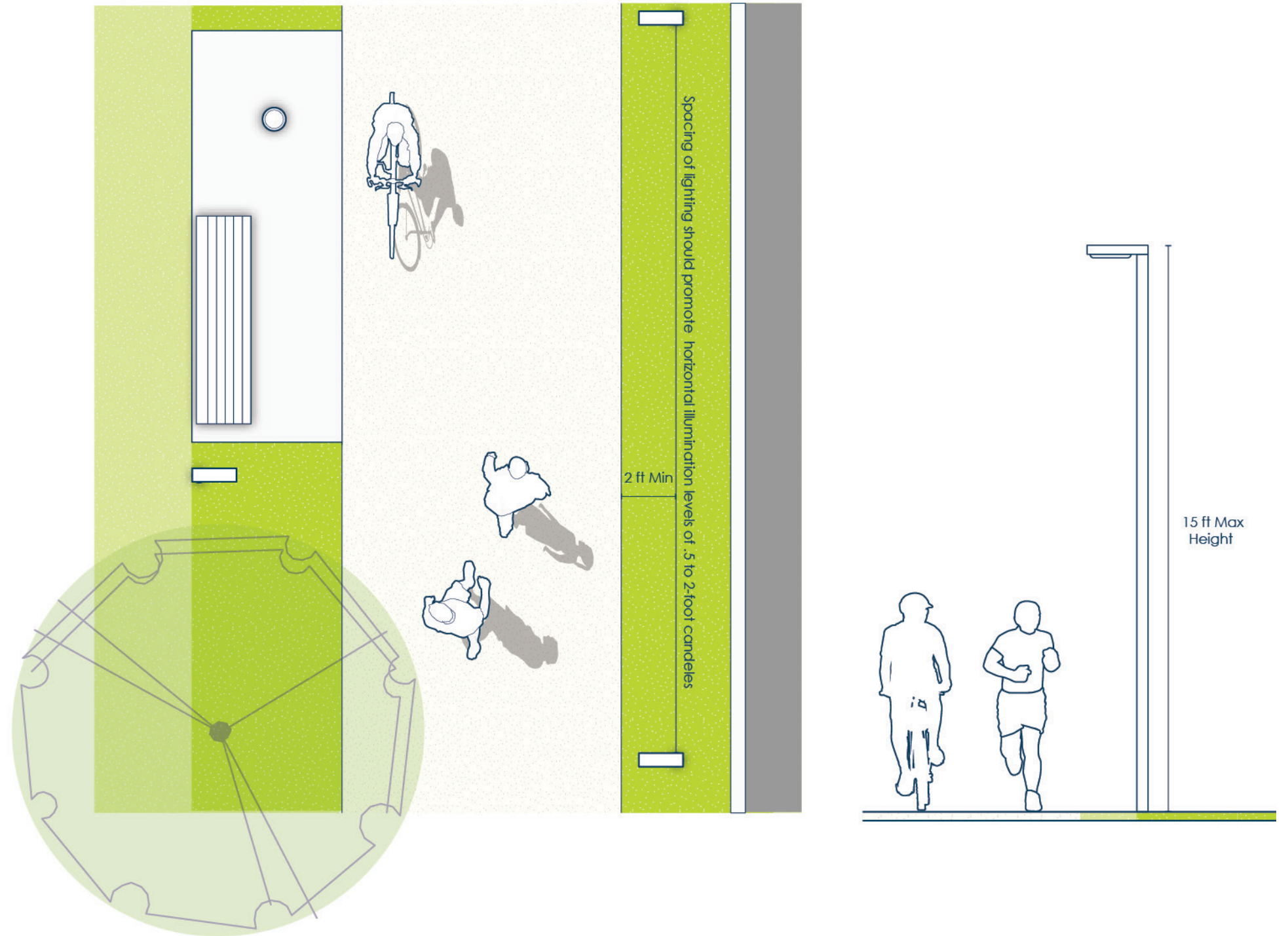
Lighting for trails should be analyzed per segment context with full consideration for safety needs, sensitive habitats, trail function, and maintenance commitments. In general, lighting is not appropriate for trails in remote areas, trails with low use, or where there is little to no development.

Street lighting can improve visibility of the crossing and trail users for motorists. Lighting may also be necessary for day-time use in trail tunnels and underpasses.

GUIDELINES

- Lighting should be at pedestrian scale. Placement, spacing, and other finish specifications depends on the fixture and optics.
- Place lighting at decision points and areas of interest, such as street crossings, intersections with other trails, trail spurs, and near commercial and mixed-use developments.
- Consider CPTED principles whenever lighting is introduced, such as color rendering, dimly lit “hiding places” and abstracted illumination.
- Lighting should avoid trees and be placed outside of canopy edge at all times.
- Solar powered lighting is available where utility connection is difficult or when alternative energy sources are desired. Daylight hours should be analyzed per season prior to specifying solar lighting.
- Avoid light fixtures at eye level that could impair visibility.
- Dependent upon trail hours, consider uses in urban and/or commercial land use areas.

TYPICAL DETAIL



RECOMMENDED LIGHTING

RAMA AREA LIGHT

Manufacturer:

Landscape Forms

Dimensions:

LED Housing I H (2 1/8") W (36 3/4") D (7 5/8")

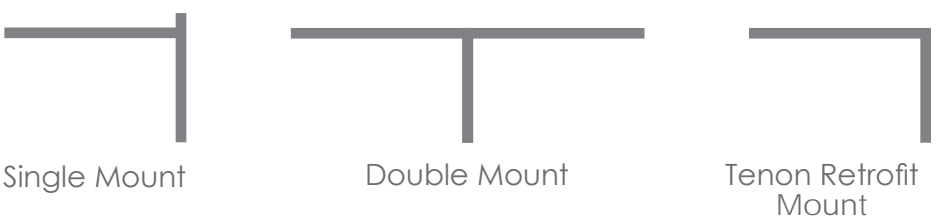
Pole I H (Recommended 14.7') Dia. (5")

Materials and Finish:

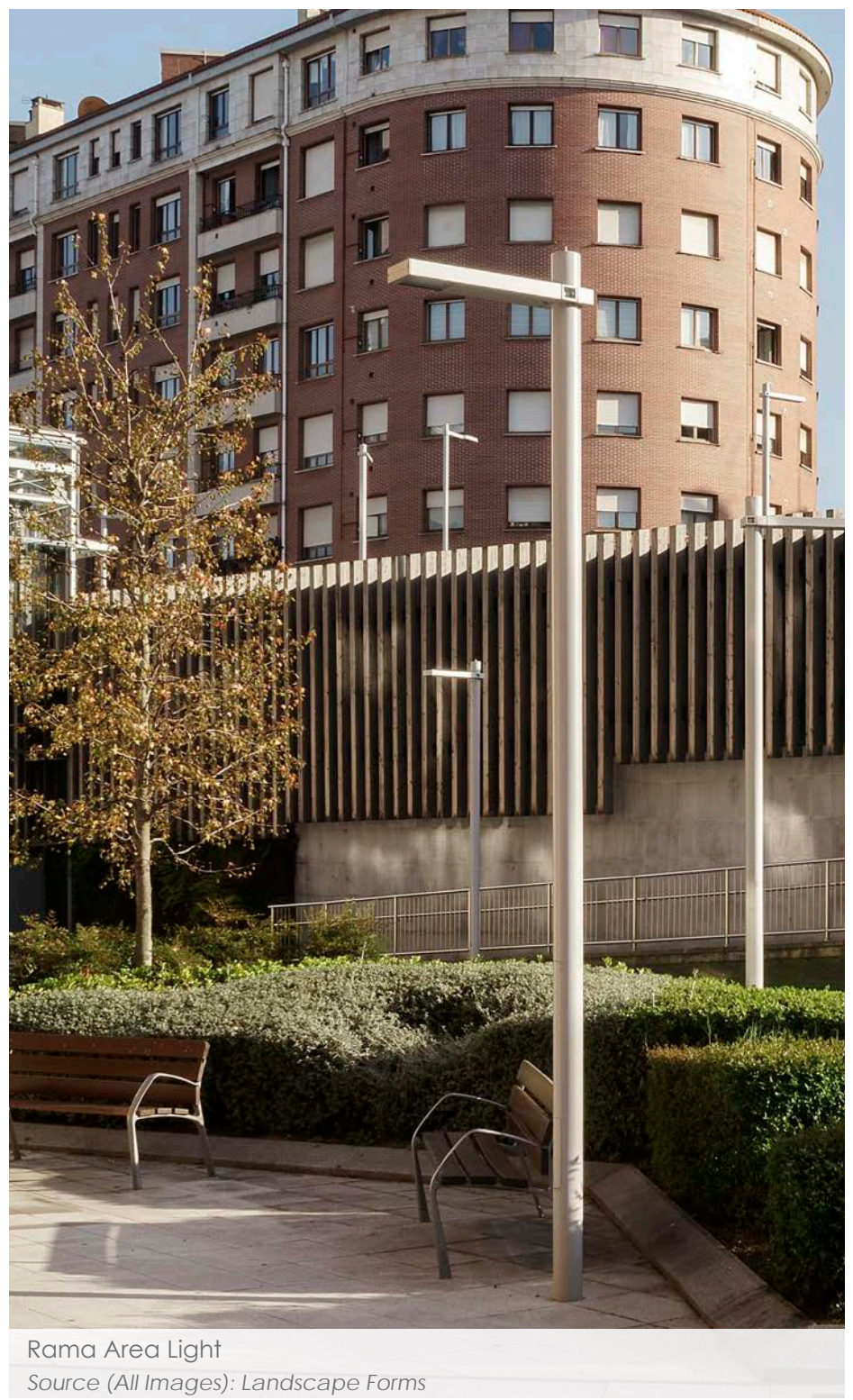
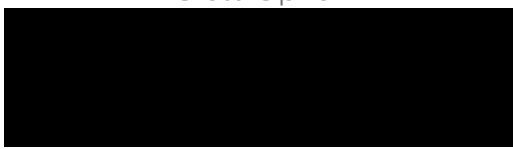
- Pole and LED housing frame is aluminum casting
- LED housing frame can be powdercoat finished
- Various powder coat finishes are available

Options:

Three luminaire mounting options are available:



Recommended Powdercoat Finishes
Gloss Option



Rama Area Light
Source (All Images): Landscape Forms



ALCOTT AREA LIGHT

Manufacturer:

Landscape Forms

Dimensions:

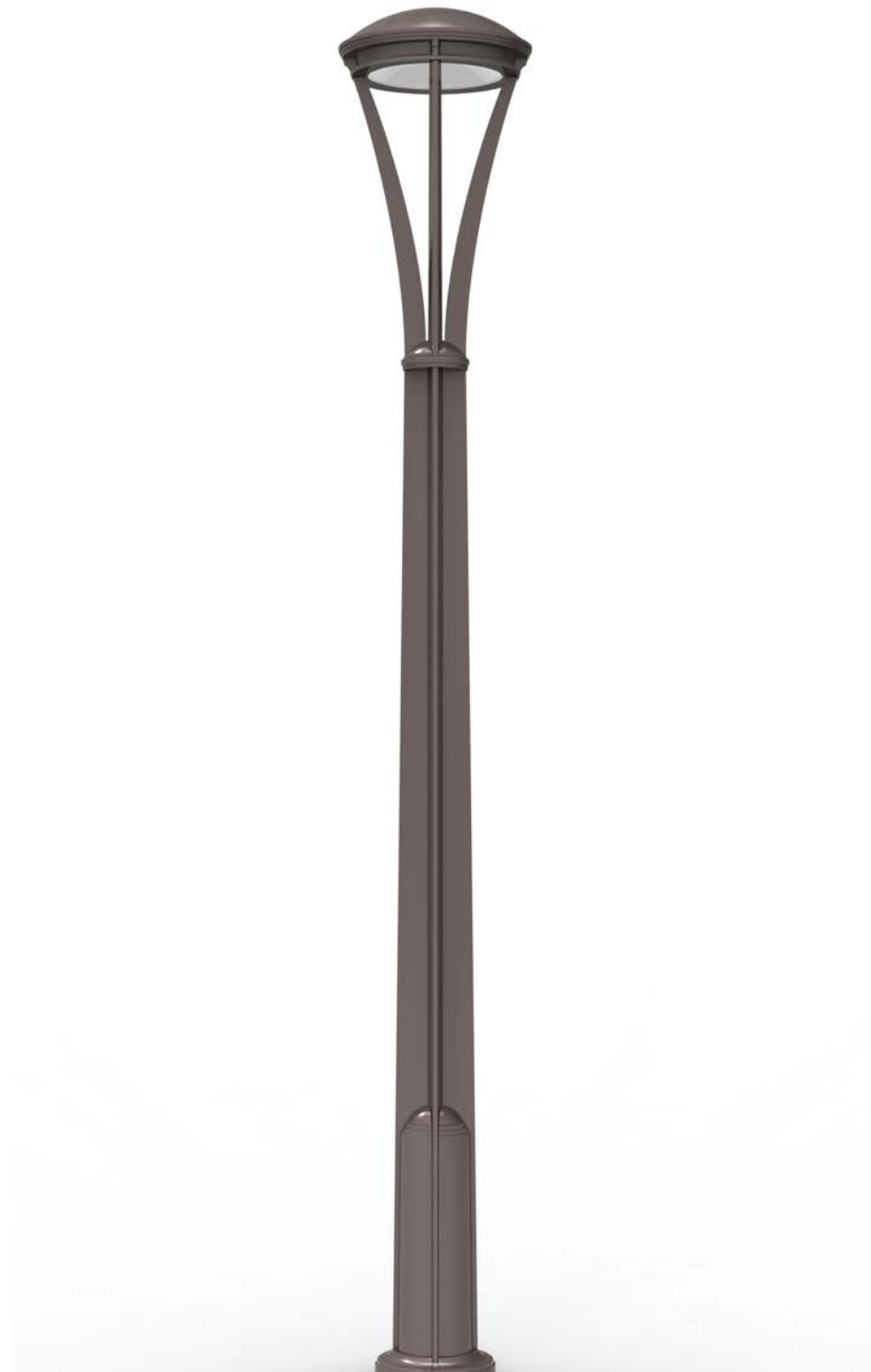
LED Housing I H (2 1/8") W (36 3/4") D (7 5/8")

Pole I H (Recommended 14')

Materials and Finish:

- Pole and LED housing frame is aluminum casting
- All metal parts are finished with Landscape Forms' propriety Pangard II polyester powder coat, a hard yet flexible finish that resists rusting, chipping, peeling, and fading.
- Various powder coat finishes are available

Recommended Powdercoat Finishes
Gloss Option



Alcott Area Light
Source (All Images): Landscape Forms



SECURITY CAMERAS

DESCRIPTION

In order to enhance safety, security cameras can be placed along the trail. Security cameras can be placed to complement other design measures that create sense of safety along the trail. Security cameras should consider all required operational, maintenance, and coordination requirements prior.

GUIDELINES

- Cameras can be mounted on existing light posts
- If new poles are being installed for security cameras, they should be placed 2' from the trail (behind the 2' shoulder)
- When placing the camera, consider all variables that may effect the view that the camera will have: pole positions, field of view, blind spots, and detection scene



Security camera along trail
Source: Alta Planning + Design



Axis Q-6074-E PTZ Outdoor Network Camera
Source: Axis Communications



Pole mount for outdoor security camera
Source: Verkada

HANDRAILS AND GUARDRAILS

DESCRIPTION

Handrails and guardrails are safety barriers that serve several functions depending on the situation. A “handrail”, for example, is primarily a safety device intended to protect trail users from a potential hazardous condition including keeping small children and toddlers from slipping through the railing.

A “guardrail” primarily serves to protect bicyclists, roller skaters and other higher speed wheeled users from a hazardous situation. In some instances, such as above a vegetated embankment where the threat of impact is minimal the railing may be lower in height. Where the threat of impact is substantial, such as over a highway, the rail would be higher. (Heights are determined per national published bicycle design standards.) In many cases, particularly where the drop off is more hazardous, the safety barrier serves both a handrail and guardrail function.

GUIDELINES

- For handrails, if there is a drop-off in excess of 18" or other hazard, openings on the rail should not pass a 4" sphere (confirm with local codes).
- A guardrail should withstand a 250 lb. load with 1/2" deflection with a w=50 pound per linear foot transverse and vertical load capacity.
- Rails should not present sharp or protruding edges and ends should be flanged and marked with MUTCD-specified hazard panels to reduce the chance of injury from collision.
- Handrails should conform to local and national building codes.
- Guardrails and guardrail/handrail combinations should conform to the specified minimum heights per the AASHTO Guide to The Development of Bicycle Facilities and other local and state standards—ranging from 42" to 54" depending on the situation.
- Where bicycle traffic will be present, an off-set “rub rail” should be provided to prevent entanglement of bicycles with the railing structure. Rub-rail is optional on overlooks, or pull-offs out of main stream of bike traffic.
- There should be a minimum clear-zone (typically 10') between the insides of the railings when rail is on both sides of the trail.
- Structures should be durable and affordable to build and maintain, such as weathered steel or powder coated steel.
- Aesthetic designs should conform to overall branding standards including consistent selection of materials and colors per each character district.



Wood cable railing along Logan Lake Boardwalk

Source: PermaTrak



A cable railing and guardrail combination

Source: VIVA Railings

RECOMMENDED RAILING (URBAN CONTEXT)

STAINLESS ROUND CABLE RAILING

Manufacturer:

Stainless Cable & Railing

Dimensions:

H (36") L (Varies)

Mounting:

Surface or Core

Materials and Finish:

- Marine grade stainless steel round terminal posts and (1/8" or 3/16") cable infill

Options:

- Top rail can be stainless steel rod or wood
- Sold as kits. (max length is 37ft kit)



Stainless steel round cable railing
Source (All Images): Stainless Cable & Railing

RECOMMENDED RAILING (RURAL CONTEXT)

WOOD RAILING SYSTEM

Manufacturer:

Stainless Cable & Railing

Dimensions:

H (36") L (Varies)

Mounting:

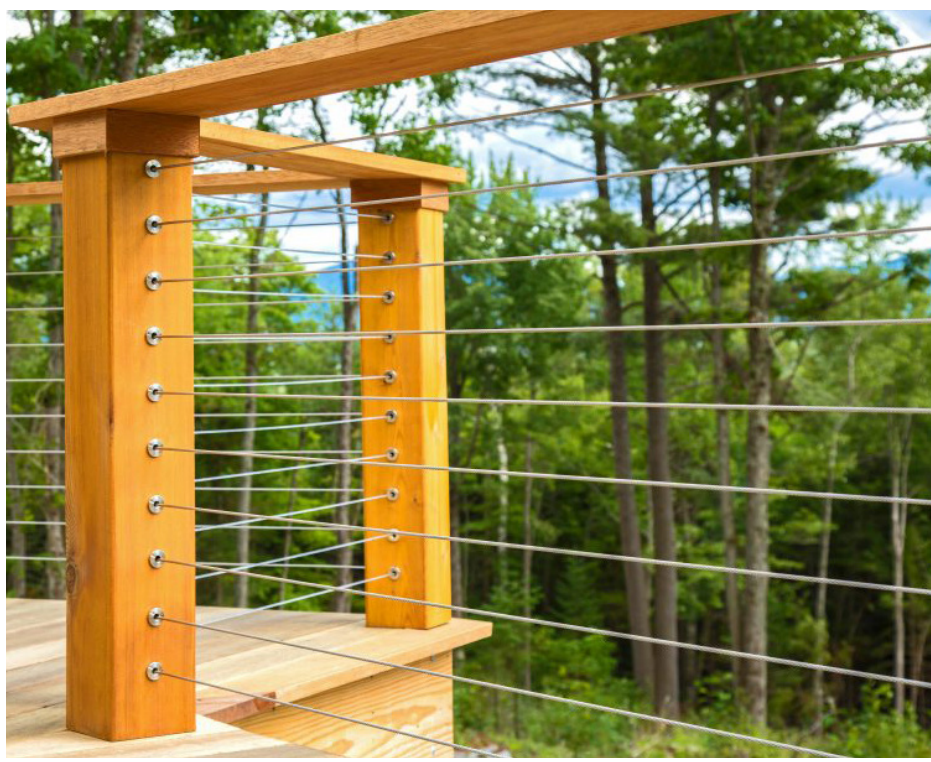
Surface or Core

Materials and Finish:

- 4x4 IPE terminal wood post and (1/8" or 3/16") cable infill
- IPE wood is very durable and is not susceptible to insects, mold, rot, decay, and fire

Options:

- Four wood species for posts are available (IPE Brazilian Walnut, Balau Mahogany, Western Red Cedar, Alaskan Yellow Cedar)
- Wood or composite option for top rail



Stainless steel round cable railing
Source (All Images): Stainless Cable & Railing

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BOARDWALKS

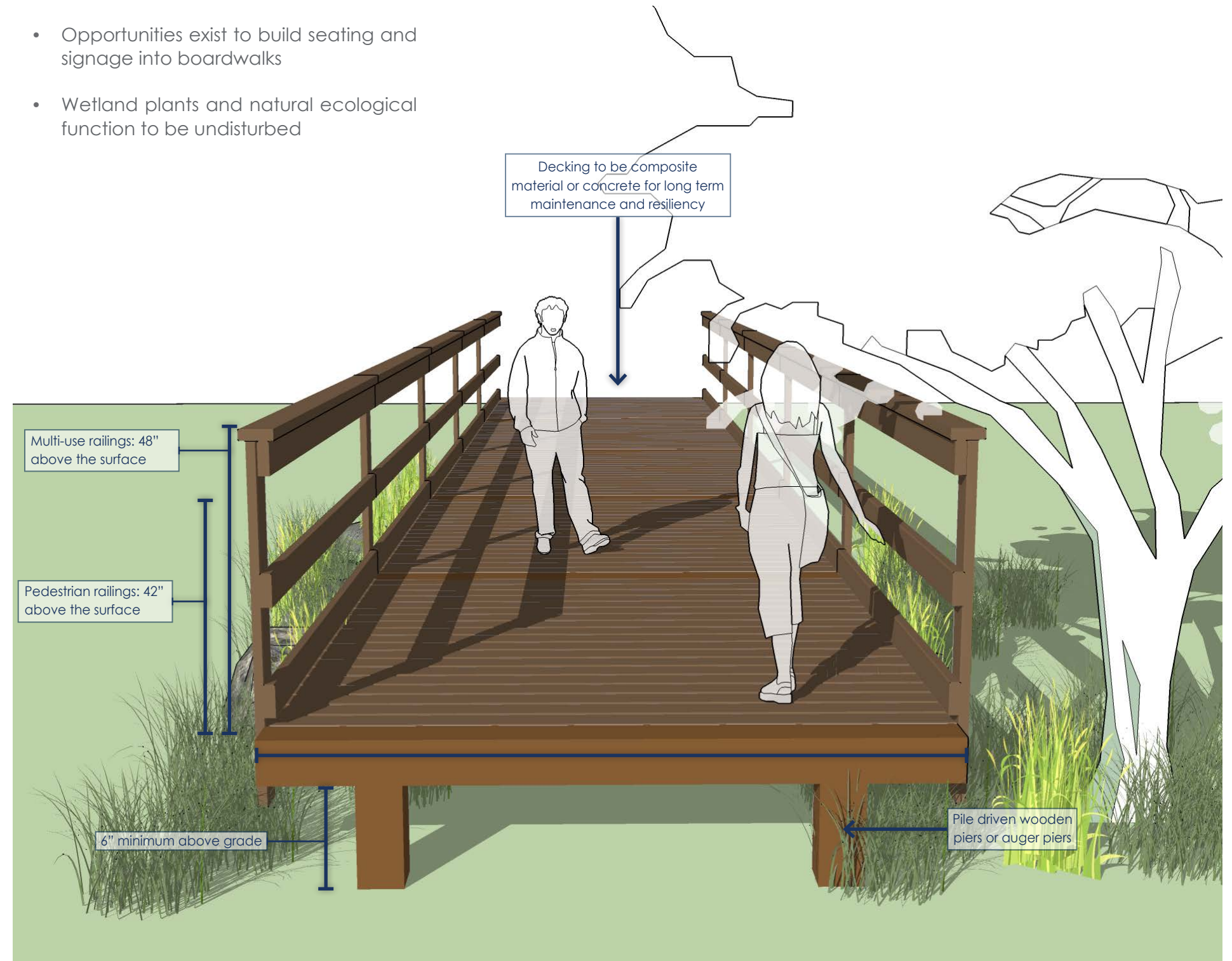
DESCRIPTION

Boardwalks are elevated structures that allow the trail to pass through or over wetlands, water bodies, unstable soils, and other sensitive areas. Depending on conditions and other trail planning considerations, boardwalks may be only a few inches off the ground or several feet or more above the surface. Low decks may have no defined edge or a curb, with deck surface 30" or more off the ground surface or where a hazard is present will have a safety railing.

GUIDELINES

- Boardwalks have a clear unobstructed width (inside of curb or handrails) and should match or exceed the specified widths of the trails they serve. In some instances, however, there may be a transition area to allow tapering to interface the trail with the boardwalk while meeting safety standards.
- Sustainable design techniques are used to minimize adverse impacts or intrusion of the structure on the environment during both construction and use.
- Hand railing heights meet local and national code standards for the anticipated use including heights specified in the AASHTO Guide to the Development of Bicycle Facilities. Provide a minimum 42" high for low drops and 54" for high drop offs. Railings are designed to protect small children with appropriate minimal gaps where conditions dictate.
- Use resilient materials with low maintenance. Concrete decking and steel or cable railing is preferred. Decking may be composite material or concrete for long term maintenance and resiliency.
- Boardwalk design and materials should fit with the branding and furnishing styles of the various character districts of the Highlands to Islands Trail.

- Opportunities exist to build seating and signage into boardwalks
- Wetland plants and natural ecological function to be undisturbed



PRECAST BOARDWALK SYSTEM

Manufacturer:

PermaTrak

Dimensions:

Treads | W(3'9" Min -15'4" Max)

Beams | L (20' Max)

Abutments | W (3'9")

Piers | (H 18")*

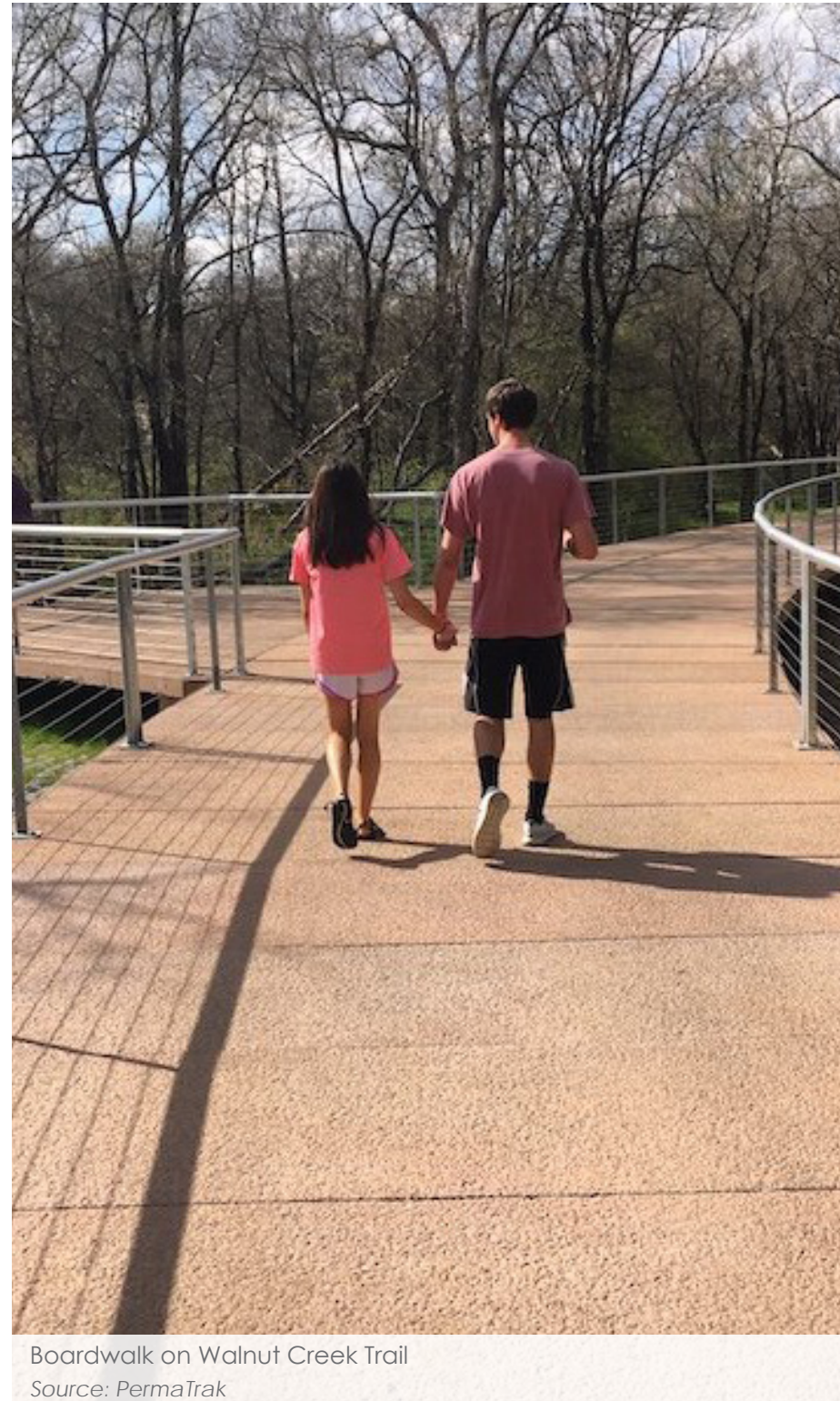
*Pier consist of precast base, riser, and cap. The heights of each component are 6" nominal

Materials and Finish:

- The concrete treads can be made in various colors and textures

Options:

- The boardwalk system is designed to work with various types of railings and curbs



Boardwalk on Walnut Creek Trail
Source: PermaTrak



SHADE STRUCTURES

DESCRIPTION

Whether it be protection from the rain or a place to rest during a sunny day, shade structures and shelters create comfort and protection for all trail users. Shade structures should be sensitive to context and designed to integrate with intended function of the site and trail user needs. All structures will require approval from jurisdiction staff and should include little to no maintenance.

GUIDELINES

- The orientation of structures should be considered to provide maximum protection from elements.
- Can be placed in any setting (grass, concrete, asphalt, etc) with considerations for ADA access to and into the structure.
- Plants may be incorporated into the design of the structures especially where they can provide additional user benefits (vines or greenwall for cooling effect). Plant material should be context sensitive and low maintenance.
- Structures should not impede bicycle and/or pedestrian movement and shall be located adjacent to the trail (not within the travelway).
- Structures should not block viewsheds of historic, natural, or cultural elements.
- Structures should incorporate other amenities, especially benches and picnic tables.
- Colors should fit into a natural setting and not be bright oranges, pinks, blues, etc.
- Provide shade structures, particularly where mature trees are not available to provide shade.
- Appropriate shade tolerant grasses should be used under shade structures when grass is desired underneath.



Sculptural sun shade in Las Vegas
Source: Alta Planning + Design



Shade sails provide spatial flexibility and color options
Source: City of Webster



Hyperbolic shade at Park
Source: Awnings NH

RECOMMENDED SHADE STRUCTURES

HYPERBOLIC SHADE SAIL

Manufacturer:

Superior Shade / KorKat

Dimensions:

- Offer standard heights of 8', 10', and 12'
- Dimensions vary based on design

Mounting:

Surface or Embedded

Materials and Finish:

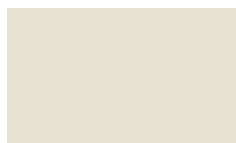
Fabric

- UV stabilized cloth and high-density polyethylene material
- Minimum fading after 6 years (3 years for red and yellow color)

Steel Tubing

- Galvanized steel tubing
- Various powder coat finishes are available

Recommended Fabric Color



Hyperbolic shade sail at University of West Georgia Campus
Source (All Images): Superior Shade

WAYSIDES AND OVERLOOKS

DESCRIPTION

Waysides and overlooks afford places to stop, rest, eat a snack, have a drink, take refuge from the sun or enjoy a view. These spots may also offer interpretive, cultural and wayfinding information as well as public art. Several kinds of rest areas could be provided including rest pads, larger rest areas, overlooks, and trail pavilions.

A larger wayside might include two or more benches and possibly a drinking fountain with a toilet facility nearby. A pavilion wayside might include a shelter and picnic table(s). An overlook is a special kind of rest area tied to a view of special interest. An overlook might include interpretive signage describing the area being viewed.

GUIDELINES

- All waysides and overlooks should be designed to move users and their bicycles off the main trail to eliminate any possible traffic hazard.
- Waysides and overlooks should be located in attractive, quiet, secure-feeling settings away from traffic noise and not close to private residences.
- Waysides and overlooks should be accessible per the ADA and should offer shade with either trees or a sun shelter.
- Rest areas, at least rest pads, should be located every 1/4 to 1/2 mile depending on grade.
- Larger waysides or overlooks should generally be located every one to two miles and should include a crushed stone or concrete pad with benches, a bike rack, informational signage, trash receptacle and drinking fountain.
- Larger rest areas and overlooks, especially those with trash receptacles should be readily accessible by maintenance vehicles.
- Consider storm shelters, sunshade structures and picnic shelters appropriately grounded for lightning.



Engine 209 Park serves as a rest area to the Midland Greenway segment of the Highlands to Islands Trail
Source: Tricia Terrell



Rest area along the Empire State Trail
Source: Empire State Trail



Morgan Falls Overlook
Source: The Urban Baboon

VEHICLE PARKING

DESCRIPTION

Vehicle parking provides spaces for trail users to load and unload bicycles, scooters, or wheelchairs. Vehicle parking can also be found at access points or trailheads that serve the local trails. Trail wayfinding, restrooms, and seating are also basic amenities that can be found at vehicle parking locations.

GUIDELINES

- Signage and wayfinding installation at existing parking areas that provide access to the trail. Provide signage that direct people to parking locations from major roads.
- Provide adequate accessible parking spaces.
- Provide parking stalls and lanes that accommodate loading and off-loading bicycles.
- If applicable, provide additional amenities ; benches, bicycle parking, bottle filling station, and trash receptacles.
- Utilize permeable surfaces for parking areas (i,e; gravel, porous asphalt, porous concrete, plastic reinforcement grid, and permeable pavers).
- Consider all vehicles that each parking location will potentially serve when designing the parking layout (i,e; automobile and trailers).
- If applicable, provide green infrastructure for stormwater manage.



SIGNING AND MARKING

DESCRIPTION

A path wayfinding system consists of comprehensive signing and/or pavement markings to guide users to their destinations along preferred routes.

TYPICAL APPLICATION

- Wayfinding signs will increase users' comfort and accessibility to the path system.
- Signage can serve both wayfinding and safety purposes including:
 - Help familiarize users with the path system.
 - Help users identify the best routes to destinations within bicycling, and golf-cart-trip distances or connections to other modes.
 - Help address mis-perceptions about time and distance.
 - Help overcome a "barrier to entry" for people who do not frequent the path system.

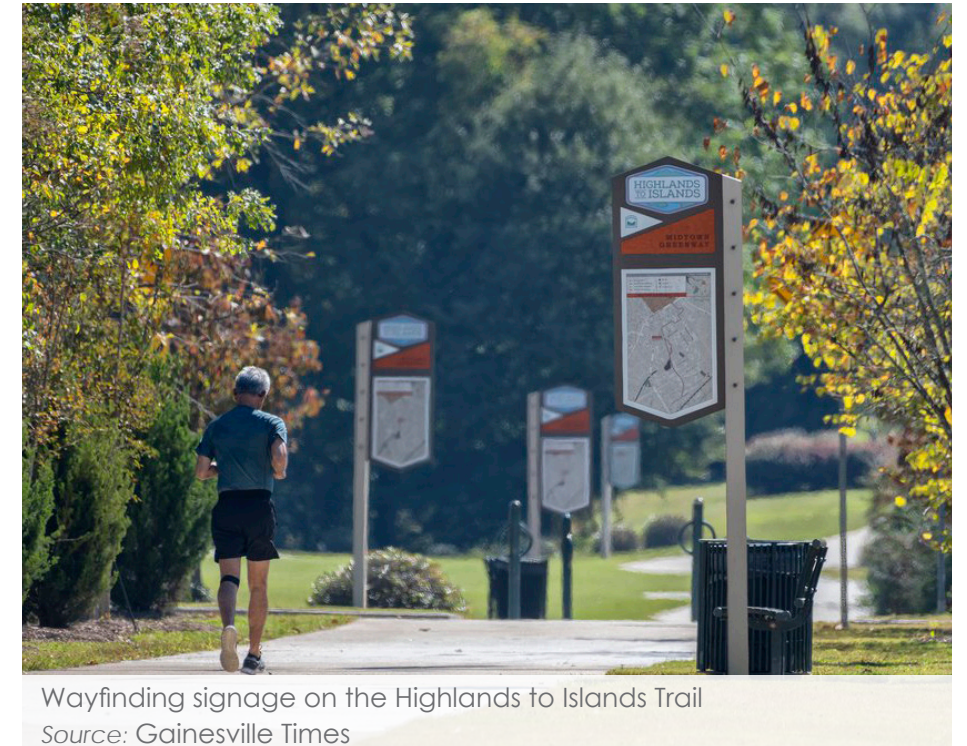
CENTERLINE MARKINGS

DESCRIPTION

Centerline striping can be used to delineate lanes for each direction of travel, or to indicate where it is unsafe to pass others on the trail. Under most conditions, centerline markings are not necessary. Centerline markings should only be used if necessary for clarifying user positioning or preferred operating procedure. Centerlines help communicate that in order to pass slower traffic, trail users must merge into a lane of opposing traffic. FHWA research suggests this results in more cautious passing maneuvers, but that it also depresses bicyclist level of service.

GUIDELINES

- Solid line indicates no passing, dashed line indicates lane placement.
- Trails with a high volume of bidirectional traffic should include a centerline. This can help communicate that users should expect traffic in both directions and encourage users to travel on the right and pass on the left.
- Where there is a sharp blind curve, painting a solid yellow line with directional arrows reduces the risk of head-on collisions.
- When striping is required, use a 4 inch dashed yellow centerline stripe with 4 inch solid white edge lines.
- Solid centerlines can be provided on tight or blind corners, and on the approaches to roadway crossings.



Wayfinding signage on the Highlands to Islands Trail
Source: Gainesville Times



Centerline marking on paved trail
Source: Alta Planning + Design

WAYFINDING

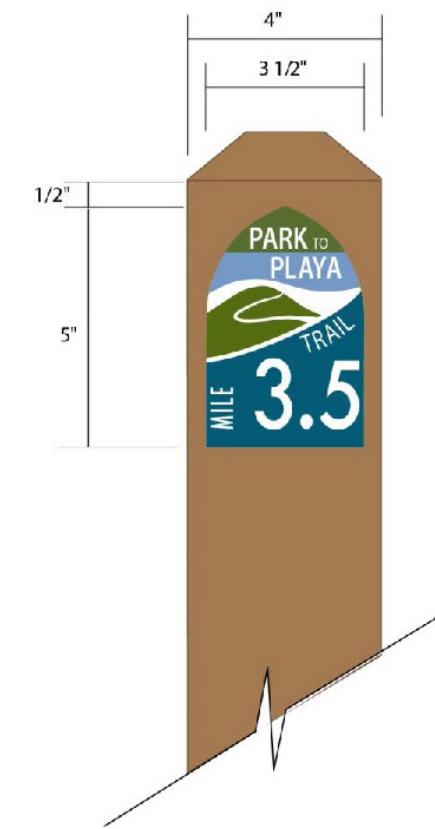
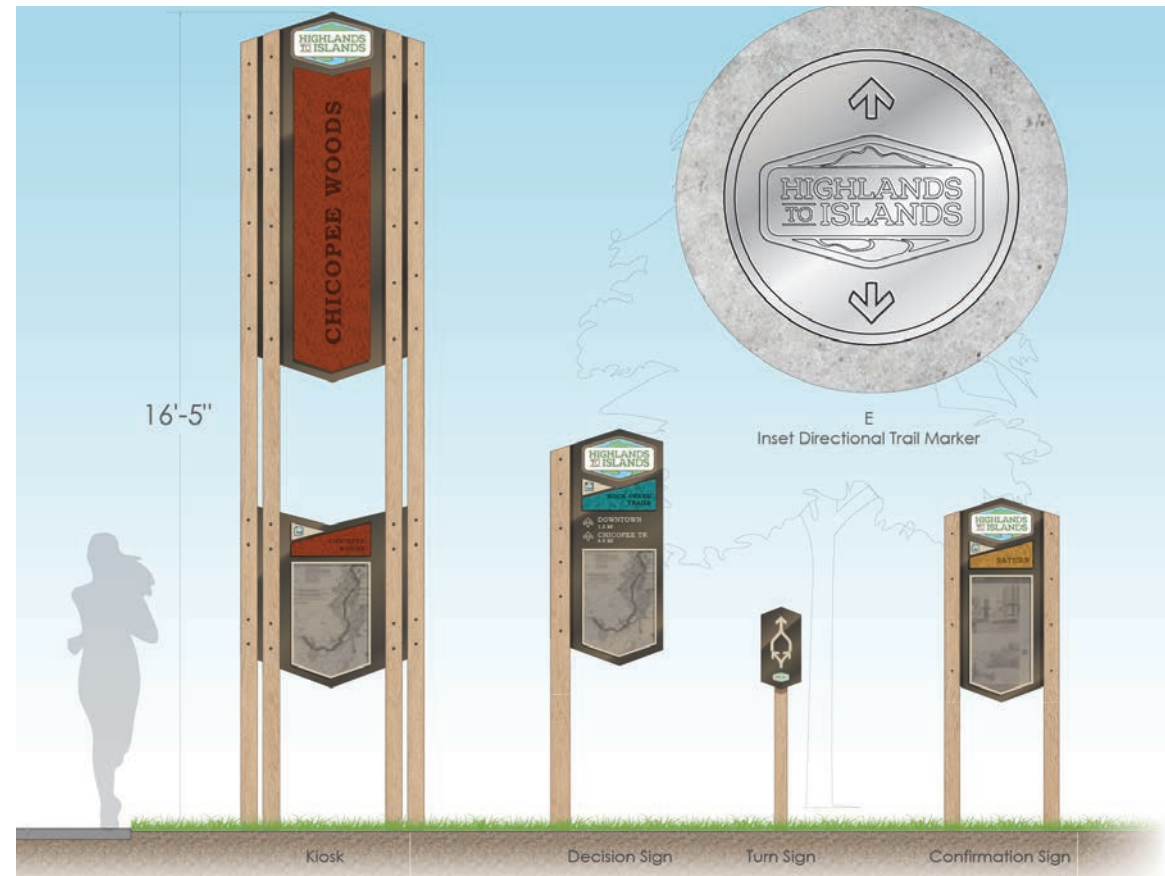
DESCRIPTION

The image on the right shows the Highlands to Islands Trail existing wayfinding signage. It was originally developed in March 2018. While the Highlands to Islands Trail has an existing wayfinding family, the addition of mile markers to the wayfinding family will enhance user navigation and experience on the trails.

MILE MARKERS

Function: Mile markers aid pathway users with measuring distance traveled. Also provide pathway managers and emergency response personnel points of reference to identify field issues such as maintenance needs or locations of emergency events. System brand mark, distance in whole number miles or decimal miles. Path name and jurisdiction may be included. Marking distance in miles may be achieved via physical sign elements or pavement markings.

Placement: They should be placed every $\frac{1}{4}$ to $\frac{1}{2}$ mile along the pathway network. Point zero should begin at the southern and western-most terminus points of a pathway. Mile numbering should be reset at zero as a pathway crosses a jurisdictional boundary. Although it is ideal to place mile markers on the right hand side of the path facing bicycle traffic, they may also be installed on one side of a pathway, on a single post back-to-back.



TREE TRAIL INTERPRETIVE SIGNAGE

DESCRIPTION

The Tree Trail Interpretive Signage is a collection of storyboard signs that mark native tree species along a trail or greenway.

GUIDELINES

- The signs can be placed with the collaboration of the local Master Naturalists Program Volunteers and the Parks and Recreation Department.
- Signs can provide information on the historic, ecological, and economic importance of the marked tree species. It can also include the following:
 - Typical characteristics of the tree species (i.e; leaves, flowers and tree bark characteristics)
 - Height and spread of species
 - Pollinators and wildlife that the species attracts
- A QR Code can be placed on the sign to provide additional information or an audio recording of the information displayed on the sign.



A storyboard sign displaying information on the Paw Paw tree
Source: Master Woodsman



A Master Naturalist presenting signage information on the Bald Cypress
Source: Forsyth County News

TRAIL SAFETY EDUCATION CAMPAIGN

DESCRIPTION

Trail safety education campaigns are the most effective way to promote safety, discourage speeding and avoid incidents and conflicts on trails. These campaigns reinforce safety for all users by highlighting guidelines that all trail users are suggested to follow

GUIDELINES

- Endorse a trail etiquette initiative or campaign (i.e. Share The Trail)
- The most effective way to educate the public on the trail safety campaign, is through:
 - Branding: Create a logo that is associated with the campaign
 - In-person Promotion: Hold events that promote the campaign
 - Print and Online Promotion: Create flyers, ads, and brochures
- These campaigns generally highlight the following guidelines:
 - Use safe speeds
 - Keep right and pass left
 - Stand aside, if you are standing still
 - Mind your pets
 - Be alert
 - Keep the trail clean
- Place signage or pavement markings that reinforce these guidelines along the trail.
- Have "Share the Trail" information on trail and other associated websites.



"Share the Trail" signage
Source: Alta Planning + Design



"Share with Care" pavement marking
Source: Scott Hammond (Stuff)



"Share the Trail" ad on a bench
Source: Ryan Harvey Co.

ENTRY MONUMENTATION

DESCRIPTION

Monumentation consists of decorative structures that demark points of entry to the trail system—from a street, a trailhead/parking area or other entry to the trail. These may vary in size with larger structures for intermodal trailheads (with parking) and smaller structures for local access points. Monumentation should also include larger identity monuments—large structures, prominently located within sight of major roads and highways that provide a high level of visibility and help build community awareness of the Highlands to Islands Trail.

GUIDELINES

- Entry monumentation should be consistent with the aesthetic for each character district.
- Trail identity monuments should be provided at key locations along the Highlands to Islands Trail corridor. These should be clearly visible and recognizable from nearby major roadways.
- Intermodal entry monumentation should be clearly visible and recognizable from passing vehicles. Size and scale should vary based upon site and location conditions.
- At local access points, use monuments that are more modest than those at the intermodal entryways. Local access markers are lower key and should be compatible with local neighborhoods.
- Monuments may be placed on one or both sides of trail at both local access and intermodal entry points.



Wolf Creek Guide Monument
Source: Alta Planning + Design



Wolf Creek Guide Monument
Source: Alta Planning + Design



Entry Monument at Overton Park
Source: Alta Planning + Design

PUBLIC ART

DESCRIPTION

The Highlands to Islands Trail offers many opportunities for public art. Artists could be engaged in the design and installation of both free-standing art works as well as incorporating art into the design of furnishings, signage, branding, paving surfaces, and other infrastructure along the trail. Art might also be used for murals on building walls, bridge abutments or other structures.

GUIDELINES

- Public art is best utilized in urban and residential districts although more natural art displays can be used as appropriate.
- Generally, public art along a trail is most appropriate in association with infrastructural elements along or in association with the trail such as: bridges, underpasses, building walls, and on buildings.
- Artistic designs should be durable and maintainable.
- Art should not pose hazards to users.
- For infrastructure and furnishings, generally promote artistic design consistent with the character district branding scheme in color, shape form and texture.
- Where possible, local artists should be involved in the art selection and design process.
- Art may be used to delineate the three character districts, as well as cultural, community and neighborhood identity.



LANDSCAPE

DESCRIPTION

Native vegetation along the Highlands to Islands Trail provides visual interest as well as habitat for animals and insects that may use the trail corridor for migration or habitat. A primarily native plant palette should be used when feasible, and include layering for all seasons. Recommended plants include canopy trees, understory trees, shrubs, herbaceous plants, and groundcovers. Planting plans should consider local guidance for canopy goals, habitat creation, stormwater best practices, screening, disease resistance, avoidance of invasive species, and maintenance requirements.

GUIDELINES

- Planting should be used to provide a buffer between off-road sections of the trail and adjacent uses.
- Shade trees should be strategically placed near rest areas to provide shade to seating areas and other amenities.
- Soil and drainage conditions should be considered prior to final plant palette selection.
- Planting Plans should be designed by a Professional Landscape Architect registered in GA.
- Trees used around seating areas should have minimal leaf, fruit, and flower litter.
- Appropriate shade tolerant grasses should be used under shade structures when grass is desired underneath.

RECOMMENDED LANDSCAPE PLANTS

The University of Georgia's cooperative extension provides a publication, *Landscape Plants for Georgia*, with suggested plants organized into various sizes and groups. The focus of the list is a showcase of the best possible groupings according to the principles and requirements of good landscape design and plant maintenance.

<https://extension.uga.edu/publications/detail.html?number=B625&title=Landscape%20Plants%20for%20Georgia>



PLANT PALETTE

LARGE DECIDUOUS TREES

Swamp White Oak | *Quercus bicolor*

Height: 50 - 60'

Spread: 50 -60'

Bloom Time: April

Maintenance: Low

Water Use: Medium to Wet

Native: Native

Suggested Use: Shade Tree, Street Tree,
Rain Garden



Creek Birch "Heritage" | *Betula nigra*

Height: 40 - 70'

Spread: 40 -60'

Bloom Time: April - May

Maintenance: Low

Water Use: Medium to Wet

Native: Native

Suggested Use: Shade Tree, Rain Garden



Tulip Poplar | *Liriodendron tulipifera*

Height: 60 - 90'

Spread: 30 -50'

Bloom Time: May - June

Maintenance: Low

Water Use: Medium

Native: Native

Suggested Use: Shade Tree, Rain Garden,
Flowering Tree



Red Maple | *Acer rubrum*

Height: 40 - 70'

Spread: 30 -50'

Bloom Time: March - April

Maintenance: Low

Water Use: High

Native: Native

Suggested Use: Shade Tree, Street Tree,
Rain Garden



Willow Oak | *Quercus phellos*

Height: 40 - 75'

Spread: 25 -50'

Bloom Time: April

Maintenance: Low

Water Use: Medium to Wet

Native: Native

Suggested Use: Shade Tree, Street Tree,
Rain Garden



Sweetbay Magnolia | *Magnolia virginiana*

Height: 40 - 50'

Spread: 15 - 20'

Bloom Time: May - June

Maintenance: Medium

Water Use: Medium

Native: Native

Suggested Use: Rain Garden



SMALL DECIDUOUS TREES

Flowering Dogwood | *Cornus florida*

Height: 15 - 30'

Spread: 15 -30'

Bloom Time: April - May

Maintenance: Medium

Water Use: Medium

Native: Native

Suggested Use: Flowering Tree



Eastern Redbud | *Cercis canadensis*

Height: 20 - 30'

Spread: 25 -35'

Bloom Time: April

Maintenance: Low

Water Use: Medium

Native: Native

Suggested Use: Street Tree, Flowering Tree



American Hornbeam | *Carpinus caroliniana*

Height: 20 - 35'

Spread: 20 -35'

Bloom Time: February

Maintenance: Low

Water Use: Medium

Native: Native

Suggested Use: Street Tree



Fringe Tree | *Chionanthus virginicus*

Height: 12 - 20'

Spread: 12 - 20'

Bloom Time: May - June

Maintenance: Low

Water Use: Medium

Native: Native

Suggested Use: Flowering Tree



Japanese Maple | *Acer palmatum* 'Bloodgood'

Height: 15 - 20'

Spread: 15 -20'

Bloom Time: April

Maintenance: Low

Water Use: Medium

Native: Non-native

Suggested Use: Understory Tree, Border



Yaupon Holly | *Ilex vomitoria*

Height: 10 - 20'

Spread: 8 - 12'

Bloom Time: April

Maintenance: Medium

Water Use: Medium to Wet

Native: Native

Suggested Use: Hedge, Screen, Windbreak



SHRUBS

Virginia Sweetspire | *Itea virginica*

Height: 3 - 5'

Spread: 3 - 5'

Bloom Time: June - July

Maintenance: Low

Water Use: Medium to Wet

Native: Native

Suggested Use: Rain Garden



Glossy Abelia | *Abelia x grandiflora*
'Kaleidoscope'

Height: 2 - 2.50'

Spread: 3 - 4'

Bloom Time: May - September

Maintenance: Low

Water Use: Medium

Native: Non-native

Suggested Use: Hedge



Smooth Hydrangea | *Hydrangea arborescens*
'Grandiflora'

Height: 3 - 5'

Spread: 3 - 5'

Bloom Time: June - August

Maintenance: Low

Water Use: Medium

Native: Native

Suggested Use: Hedge, Rain Garden



American Beautyberry | *Callicarpa americana*

Height: 3 - 6'

Spread: 3 - 6'

Bloom Time: June - August

Maintenance: Medium

Water Use: Medium

Native: Native

Suggested Use: Border



Common Buttonbush | *Cephalanthus occidentalis*

Height: 5 - 12'

Spread: 4 - 8'

Bloom Time: June

Maintenance: Low

Water Use: Medium to Wet

Native: Native

Suggested Use: Rain Garden



Winterberry | *Ilex 'Sparkleberry'*

Height: 6 - 10'

Spread: 6 - 10'

Bloom Time: May - June

Maintenance: Low

Water Use: Medium to Wet

Native: Non-native

Suggested Use: Hedge, Rain Garden



GROUND COVER AND GRASSES

Big Blue Lilyturf | *Liriope muscari*

Height: 1 - 1.50'

Spread: .75 - 1'

Bloom Time: August - September

Maintenance: Low

Water Use: Medium

Native: Non-native

Suggested Use: Massing, Edger



Daylily | *Hemerocallis 'Stella de Oro'*

Height: .75 - 1'

Spread: .75 - 1'

Bloom Time: May - August

Maintenance: Low

Water Use: Low

Native: Non-native

Suggested Use: Massing, Edger, Border



Purple Coneflower | *Echinacea purpurea*

Height: 2 - 5'

Spread: 1.50 - 2'

Bloom Time: June - August

Maintenance: Low

Water Use: Dry to Medium

Native: Native

Suggested Use: Massing, Border, Meadow



Bishop's Hat | *Epimedium pinnatum subsp. colchicum*

Height: .75 - 1.50'

Spread: .75 - 1.50'

Bloom Time: March - May

Maintenance: Low

Water Use: Dry to Medium

Native: Non-native

Suggested Use: Massing, Edger



Mexican Feather Grass | *Nassella tenuissima*

Height: 1 - 2'

Spread: 1 - 2'

Bloom Time: June - September

Maintenance: Low

Water Use: Dry to Medium

Native: Non-native

Suggested Use: Massing, Borders



Pink Muhly | *Muhlenbergia reverchonii 'Autumn Embers'*

Height: 2 - 3'

Spread: 1.50 - 2'

Bloom Time: August - November

Maintenance: Low

Water Use: Dry to Medium

Native: Non-native

Suggested Use: Massing, Borders



VEGETATIVE SCREENING AND FENCING

DESCRIPTION

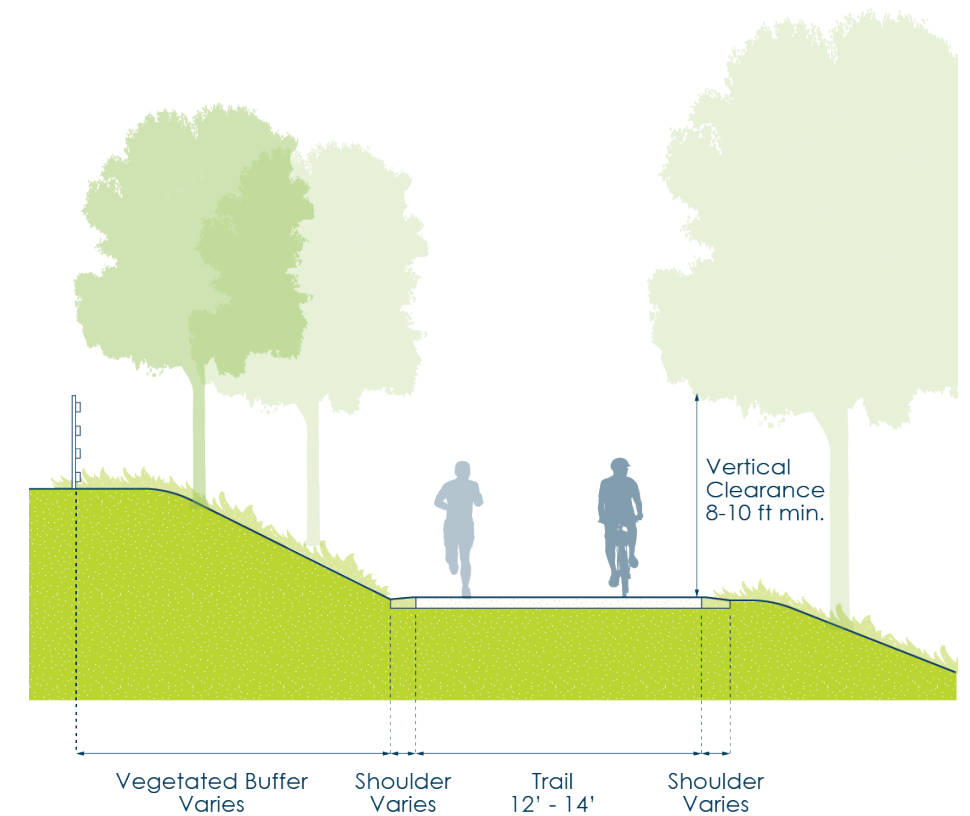
In some instances screening is desired either to conceal visually unattractive objects (such as overhead power lines) from trails or to screen from adjacent land uses such as residences in the interest of privacy. This may be accomplished with plantings, screen fences or other delineators such as a rail-type fence to create a sense of delineation.

SCREENING GUIDELINES

- All groundcover should be trimmed to a maximum of 24" above ground level height.
- Where vegetative screens are recommended to provide privacy for private properties, they are not to exceed 4' in height.
- Consider Crime Prevention Through Environmental Design (CPTED) principles when providing screening along trails.
- Trees should be trimmed to provide a minimum of 8 ft (2.4 m) of vertical overhead clearance, 10 ft (3.0 m) preferred (AASHTO Bike Guide).
- Tree canopies should not obstruct pathway illumination.
- Select and place trail vegetation to provide seasonal comfort; shade in the warmer months and sunlight in colder months.

FENCING GUIDELINES

- Minimize use of fencing, height and type of fencing (i.e. simple post and wire to protect an area where security or privacy is not a major concern). A 48" height is preferred to 72" unless higher required by security or safety concerns.
- Avoid opaque fencing to permit visibility.
- Attempt to conceal fencing behind vegetation where feasible.
- When securing private property include placards that state: "Private Property: Please Respect Owner's Privacy"
- As much as possible fencing should blend with the natural trail environment.
- Where appropriate affix "Do Not Trespass", or "Sensitive Wildlife Area" or other appropriate regulatory or informational signage to fences.





5 | Maintenance and Operations

OPERATIONS AND MAINTENANCE DEFINED

Operations and management refers to specific day-to-day tasks and programs performed to assure resources and facilities are kept in good usable and safe condition. This begins with sound design, durable components, and a comprehensive operations and management plan.

MAINTENANCE – ROUTINE, REMEDIAL AND SEASONAL

Routine Maintenance refers to the day-to-day regime of trail sweeping, trash and debris removal, sign replacement, weed control, tree and shrub trimming, ice or snow removal and other regularly scheduled activities. Routine maintenance also includes minor repairs and replacement such as fixing cracks and potholes or repairing a broken handrails.

Remedial Maintenance refers to correcting significant defects as well as repairing, replacing or restoring major components that have been destroyed, damaged, or significantly deteriorated during the life of the project. Some items ("minor repairs") may occur on a five to ten year cycle such as repainting, sealcoating asphalt pavement or replacing signage. Major reconstruction items will occur over a longer period or after an event such as a flood. Examples of major reconstruction remedial maintenance include stabilization of a severely eroded hillside, repaving a significant stretch of the trail surface, repaving a street used for biking or replacing a bridge. Remedial maintenance should be part of a long-term capital improvement plan.

Seasonal Maintenance is in addition to the routine and remedial categories and includes seasonal tasks that should be performed on an as needed basis.

Designated maintenance crews should remove leaf debris, sediment from flood events, snow, and ice, etc. from all network facilities as soon as possible. (Leaf debris is potentially hazardous when wet and special attention should be given to facilities with heavier usage).

During inclement weather, Highlands to Islands Trails will be officially closed to public use. Closure of the trail affects routine, remedial and seasonal maintenance work.

TRAIL COMPONENTS THAT ARE MAINTAINED

Following are the key components of the Highlands to Islands Trails:

- Multi-use paths
- Amenities
- Associated vegetation and drainage areas
- Trailheads and Access Points

Typical operations tasks include:

- User Courtesy and Regulatory Framework/Hours of Operation
- Conflict Reduction and Resolution
- User Safety and Risk Management
- Prompt graffiti and vandalism repair
- Pest Management
- Programming and Events
- Stewardship and Enhancement
- Coordinate volunteer and adopt-a-trail/street activities
- Oversight and Coordination
- User/Neighboring Property Feedback and Response

ACCESS AND USE

PUBLIC ACCESS TO HIGHLANDS TO ISLANDS TRAILS

Residents and visitors shall have access to and use of The Highlands to Islands Trails during normal hours of operation. All public access and use is governed by a Trail Ordinance. The use of the trail system is limited to hiking, bicycling, in-line skating (where provided), running, jogging, wheelchair users and others who rely on mobility aids or other approved power-driven mobility devices. The only motorized vehicles permitted to use the pathway are those owned or licensed for maintenance, first responders and/or security purposes by the County or Cities or contracted employees.

HOURS OF OPERATION

Unlike the recreational greenways and off-street trails, the Highlands to Islands Trails are located adjacent to roadways and within the public right-of-way. These trails were designed and intended for both recreation and transportation. As an element of the transportation system, these trails cannot be subjected to the same hours of operation as other park facilities. This distinction should be made through signage along the perimeter trails, at trailheads and parks, and on the County and cities and Highlands to Islands Trails websites.

Temporary closure of trails: Temporary closure of the Highlands to Islands Trails may occur from time-to-time for public safety

VEGETATION MANAGEMENT AND TRAIL EDGE GROOMING

DESCRIPTION

There are several areas of landscape management to promote both an ecologically and user-friendly greenway and trail system.

Multi-use Path Edge — the zone immediately adjacent to and above paved multi-use paths. Vegetation management refers to trimming the shoulder and beyond to assure a safe, usable trail. It also includes maintaining (trimming and/or mowing) an under-story “clear zone” back into the adjacent vegetation to promote lines of sight for safety and security and a more groomed appearance of the trail corridor. This edge should appear natural and should undulate and can vary in some areas from 5' to 20' back into the adjacent forest or meadow.

Sidepaths — Highlands to Islands Trail sections visible from nearby streets with a more parklike open landscape setting. These reaches may vary from 50' to 200 feet wide and are intended to create a more formal park feel. There may be mowed turf grass or other managed landscape including tree groupings with cleared understory.

Parks and Feature Areas — more formal areas of the Highlands to Islands Trail that incorporate parks and other attractions along the corridor. Typically these are turf grass areas, plazas or other more formal areas maintained by Parks and Recreation.

Managed “Natural” Areas — are designated areas with scenic enhancement or interpretation. An example of this might be a meadow planted in wildflowers or a variety of ornamental grasses.



Vegetation management

Source: United Rentals

TRAIL SYSTEM IMPROVEMENTS RECOMMENDATIONS

This section provides an overview of opportunities to address short-term needs and improve the long-term success, lifespan, and function of the Highland's to Islands Trail network.

- Resurface at the end of trail life cycle for existing trails (approx 30 years for concrete).
- Repair all tread areas that are cracking or damaged to improve quality and maintain safe conditions for users.
- Maintain positive drainage by targeting standing water and potholes. Reconstruct areas of the network lacking adequate cross slope for drainage.
- Close gaps in the trail network to encourage ridership and provide safe conditions.
- Install Highlands to Islands Trail network maps on kiosks at strategic locations.
- Prune vegetation obstructing trail the corridor.
- At all major signalized intersections that connect to the trail network, install pedestrian-activated signals, high visibility crosswalks, and curb ramps.
- At all commercial driveway intersections, install high visibility crosswalks and advanced pedestrian warning signage.
- Execute a maintenance schedule for the entire trail network to ensure clear conditions on the trail surface.

OPERATIONS AND MANAGEMENT OVERVIEW

The Highlands to Islands Trail network should promote a well-maintained, well-groomed, safe, secure and pleasant-to-use network within Hall County and incorporated jurisdictions.

The trail network is an asset to the community and a “good neighbor” to surrounding properties and businesses. It is imperative that the standard of care and quality is consistent across the diverse landscapes that are accessed by the trails.

The term operations and management refers to day-to-day tasks, long-term functions, and programs operated within the trail network, to assure that associated resources and facilities are kept in good usable condition. This begins with sound design, durable components, and a comprehensive management plan.

The management plan must be embraced by Hall County and the cities that the trail serves. For future trails, community groups, residents, business owners, land developers and other stakeholders should be engaged in the long-term stewardship of the resources preserved and enhanced by Highlands to Islands Trail.

The majority of Highlands to Islands Trails are concrete, paved, shared-use, non-motorized corridors that accommodate bicyclists, pedestrians, in-line skaters, and physically challenged persons who depend on wheelchairs, mobility aids and other power-driven mobility devices.



reasons. Hall County and the appropriate city jurisdictions will work to officially close sections of the trails that are not safe for public use or undergoing repair. Temporary barricades of the trails, or facilities, will be erected, along with appropriate signage, to inform the public of the sections that are temporarily closed. The County and cities will use appropriate communication strategies to inform the public of temporary closure.

Inclement weather policy: Inclement weather, inclusive of winter snow, ice storms, heavier than normal rainfall, and severe weather events, may result in temporary closure of the Highlands to Islands Trails. The County and cities will determine when inclement weather has created dangerous conditions for public use. When the trails are closed for inclement weather, Hall County and cities will use appropriate communication strategies to inform the public of the temporary closure for inclement weather.



CARE AND MAINTENANCE OF THE HIGHLANDS TO ISLANDS TRAILS

The County and cities and their contractors, shall be responsible for the care and upkeep of the trails and all lands, drainage features, signage, fences, bridges, trail heads, landscape plantings and trail amenities.

DRAINAGE MANAGEMENT POLICY

The County and cities shall coordinate with their appropriate street departments to maintain drainage channels, ditches and streams that bisect or intersect with the Highlands to Islands Trails. The County and cities shall ensure that the drainage structures are free flowing and unimpeded. Management of drainage channels and structures shall include the removal of vegetation, trash and debris that would serve to block the flow of surface waters which may flood the trails.

FACILITY MANAGEMENT

Trail management shall include the removal of all debris, trash, litter, obnoxious and unsafe human made structures, vegetation and other foreign matter. Trailheads, points of public access, and other activity areas shall be maintained in a clean and usable condition at all times. The primary concern for pathway maintenance shall always be public safety.

All trail facilities shall be maintained in a safe and usable manner during hours of operation, and in accordance with applicable Americans with Disability Act policies. Rough edges, severe bumps or depressions, cracked or uneven pavement, gullies, rills and washed out tread surface shall be repaired in a timely manner by the County or cities, and/or its designee. Volunteer vegetation occurring in the trail tread should be removed in such a manner so that the trail surface is maintained as a continuous, even and clean surface. Graffiti should be removed and vandalized elements of the trail and trail amenities should be repaired in a timely manner.

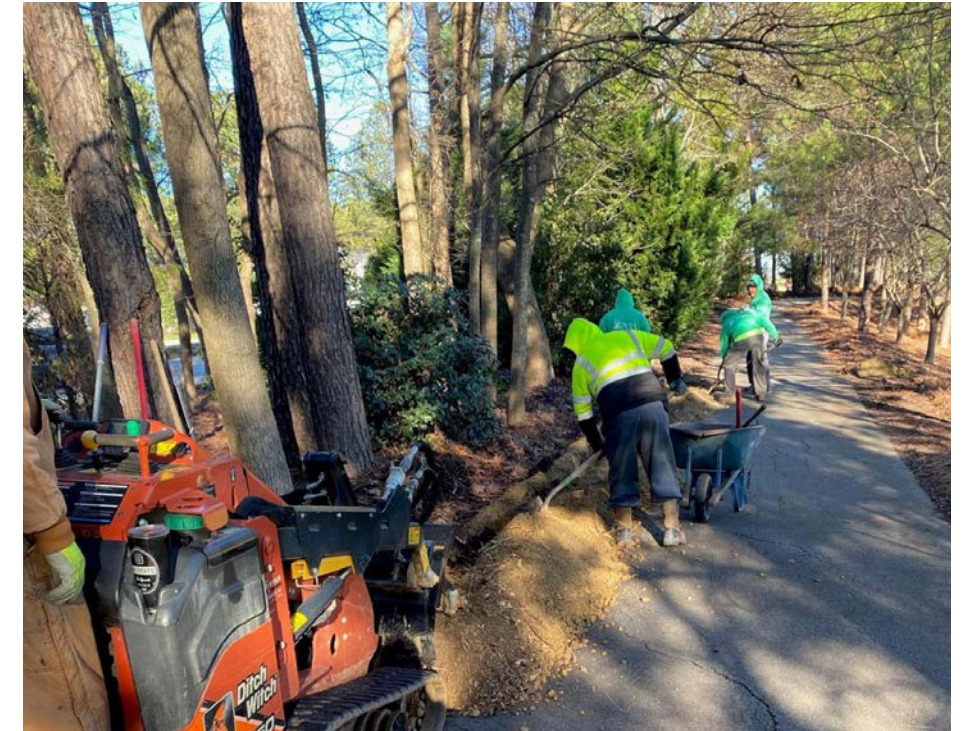
Vegetation within the trail corridors should be managed to promote safety, serve as habitat for wildlife, buffer public use from private property when possible, enhance water quality, and preserve the unique aesthetic values of the natural landscape. Removal of native vegetation should be done with clear purpose

and discretion. The objective in controlling growth of vegetation shall be to maintain clear and open lines of sight along the trail at all times, at intersections with roadways and driveways, and along roadways.

Vegetation removal within the trail development zone should be accomplished to eliminate potential hazards that could occur from natural growth. To promote safe use of the trail, all vegetation should be clear-cut to a minimum distance of 3 feet from the edge of the trail tread, and 8 feet of overhead clearance. Selective clearing of vegetation should be conducted within a zone that is defined as being between three to ten feet from the edge of the pathway.

At any point along the Highlands to Islands Trails, a user should have an unobstructed view, along the centerline of the pathway, 250 feet ahead and behind his/her position. The only exception to this policy is where terrain or trail curvature is a limiting factor. The County and cities are responsible for the cutting and removal of vegetation.

The following tasks should be performed on a regular basis to keep all network facilities in good, usable condition. Maintenance tasks should be conducted more frequently for trail facilities where use is the most concentrated. Methods such as trail use counts, sketch plan analysis methods for estimating demand, public survey results, and public meeting comments can be used to determine which areas are the most heavily used and may require the most maintenance attention. The frequency of required maintenance tasks should be established as new phases are implemented and should be reviewed and updated annually to reflect any changes in usage, safety issues, or other concerns.



ROUTINE AND REMEDIAL MAINTENANCE

TYPE	TASKS	
FACILITY MAINTENANCE	Sweeping	
	Trash Removal	
VEGETATION MANAGEMENT	Tree and shrub trimming and pruning	
	Mowing of vegetation	
	Mulching and edging	
	Invasive species control	
FACILITY REPAIR OR REPLACEMENT	Replenish gravel, mulch, or other materials	
	Repaint/restripe/restain	
	Repave/seal	
	Replace asphalt or concrete	
	Remove encroaching debris along paved trail/sidewalk edges	
	Regrade to prevent or eliminate low spots and drainage issues	
	Add culverts, bridges, boardwalks, retaining walls, etc. to prevent or eliminate drainage and/or erosion issues	
	Reroute trail, if necessary, to avoid environmentally sensitive or overused areas and any safety issues	
	SEASONAL MAINTENANCE	Remove leaf debris, snow, or ice from all network facilities as soon as possible. Leaf debris is potentially hazardous when wet, and special attention should be given to facilities with heavier usage.
		Ice control and the removal of ice build-up is a continual factor because of the freeze-thaw cycle. Ice control is most important on grade changes and curves. Ice can be removed or gravel/ice melt applied. After ice is gone, leftover gravel should be swept as soon as possible.
Remove leaf litter from network facilities via raking, blowing, mulching, etc. as needed to sustain the safe usability of all network facilities and prevent any storm water drainage or erosion issues		
	Remove snow and ice from network facilities, via plowing, shoveling, picking, salt, sand, etc. by 6 AM the morning following a storm	

TYPE TASKS

TYPE	TASKS
HABITAT ENHANCEMENT AND CONTROL	Plant vegetation, such as trees and shrubs
	Take preventative measures to protect landscape features from wildlife, such as installing fencing around sensitive or newly planted plant materials
	Apply herbicide to eliminate any problem plant species, such as poison ivy, kudzu, etc.
	Apply herbicide to maintain facility edges and prevent encroaching vegetation, such as along trails and sidewalks
	Deter interaction between facility users and facility inhabitants, such as feeding the wildlife, etc.

SECURITY AND PUBLIC SAFETY, RISK MANAGEMENT AND LIABILITY

Promoting safety and security of trail users and the security of adjacent properties should be the foremost objective of this operations and management plan. This should begin with a comprehensive risk management plan and program. The County and cities should establish a coordinated plan and a coordinating committee of operations staff to promote both a uniform standard of care and to help each other by information exchange and resource sharing.

The following are optimal recommendations. It is understood that resource limitations and staffing may limit the complete deployment of the safety and security plan. Elements of this include:

- Working with the County and city staff to routinely review trail and plans, operations, and issues and incidents. Policy of risk management inspection should be reviewed.
- Keeping good records of O&M activities and including documenting accidents, incidents, damage to adjoining properties and other issues and incidents. This would be greatly facilitated using GPS locations of problems and incorporating into GIS mapping systems. Good mapping could help identify possible "problem areas" and "incident clusters."

Cooperation by police and fire/rescue personnel is vital to good documentation.

Key considerations in promoting public safety and security include:

Have good, current, data—Implement a data base management system, a crime tracking system, with police for tracking the specific locations and circumstances of all incidents, such as accidents, crime and vandalism, and create a safety follow-up task force or board subcommittee to address any problems that develop.

Monitor the condition of facilities—Schedule and document frequent inspections to determine the amount of use, location, age, type of construction, and condition of railings, bridges, trail surfaces, signage, etc. Evaluate and remove all obstacles or objects

that could impede facility usage such as debris, rumble strips, etc. and provide solutions such as alternative routing, removal of obstacle, etc. Follow-up with the appropriate corrective measures in a timely manner.

Preventative maintenance—Watch for and identify potential safety problems such as a missing curve or stop sign, a damaged trail surface, a missing railing, leaf litter, sediment from flood events, snow and ice buildups (especially hidden ice and snow), flash flood issues, storm water drainage and/or erosion issues. Important to check for these after events like storms or construction along the trail corridor.

Safety and security features through planning and design—This includes adhering to state-of-the-practice standards such as the AASHTO Guide to the Development of Bicycle Facilities, The Manual of Uniform Traffic Control Devices, Americans with Disabilities Act, and US Department of Transportation Federal Highway Administration Guide for Maintaining Pedestrian Facilities for Enhanced Safety, 2013, OSHA. It also includes incorporating good lines of sight, trimming vegetation and other measures to avoid hiding places and other defense through-design techniques to help reduce crime and accidents.

Multi-disciplinary plan review—All proposed plans and construction drawings should be circulated amongst pertinent staff coordinating agencies and departments for review. This may include key field staff, planning and zoning (community services), streets and storm water management departments, police, fire and rescue, and maintenance department.

User courtesy and conflict reduction—Posting signs, equipping patrol persons, using brochures and Web site to educate public on trail etiquette including bicycle yield, equestrian courtesies, dog on leash and safe practices (See "conflict reduction" below).

Wayfinding and location identification—This includes wayfinding signage system, street signs at cross streets readily visible from the trail and "mile markers" located every 1 mile giving the location based on a north to south or west to east numbering starting at a

single "point zero" and running the entire length of the trail.

Patrol and enforcement—Fielding a bicycle mounted patrol. This might be a multi-jurisdictional patrol with wireless communication capability and first aid training.

Protecting adjacent properties—Working with adjacent landowners, tenants, and businesses to assure the trail is a good neighbor. This may include where appropriate, security barriers, do not trespass signage, and communication with impacted neighbors.

Medical emergencies and rescue, response and access—Working with police and fire/rescue for optimal emergency response including design for rescue and vehicle (to accommodate up to 5 tons) personal access, incident reporting by location using GPS, and location identification.

Address system—Have in place an "address system" such as mile markers to identify locations for all trail facilities. On-road facilities should make use of the existing street names and adjacent property addresses. Each local emergency response office/ unit should have an up-to date map of all Highlands to Islands trails.

The County and cities should work in cooperation to develop and implement a safety and security program for the Highlands to Islands Trails. All jurisdictions should engage police, fire, EMS, Homeland Security, and the appropriate parties in this work. This program should consist of well-defined safety and security policies; the identification of trail management, law enforcement, emergency and fire protection policies; and a system that offers timely response to the residents and visitors for issues or problems related to safety and security.

Important components of the safety and security program should include:

1. Establishment of a safety committee and/or coordinator,
2. Preparation of a pathway safety manual,
3. Establishment of user rules and regulations,
4. Development of pathway emergency procedures,
5. Preparation of a safety checklist for the pathway,
6. Preparation of a pathway-user response form,
7. A system for accident reporting and analysis,
8. Regular maintenance and inspection programs,
9. Site and facility development and review,
10. Public information programs,
11. Employee training programs for safety and emergency response, and
12. Ongoing research and evaluation of program objectives.

CONFLICT REDUCTION

User conflicts are bound to occur along trails especially as the trail system becomes increasingly popular and more crowded. Planning, designing and managing ahead of the curve can help reduce conflicts and promote a safer, more enjoyable trail experience.

Steps to promote conflict reduction include:

- **Anticipate issues**—Including reckless and unsafe behavior; incompatible uses; trespassing; disturbances and adverse environmental impacts. Respond to illegal or disturbing activity quickly.
- **Consider varied user goals**—Recognize the different goals of different users, such as equestrians and bicyclists, and separate where feasible.
- **Educate**—Provide user education through signage, patrol, volunteers, brochures, and media.
- **Enforce**—Post user courtesy signs and speed limits for bicyclists. Cite and if necessary ticket reckless behavior including excessive bicycle speeds, dogs off of leash, etc.
- **Anticipate the need for adequate capacity**—Provide adequate trail mileage and bicycle, pedestrian, and trail acreage to accommodate user populations.
- **Solicit input from user groups**—By providing contact information to report problems and responding promptly and effectively to complaints, concerns, or suggestions
- **Monitor problems**—Track, document, and log problem areas and address problems through design and management.

POLICE PATROL AND EMERGENCY RESPONSE

In order to provide effective patrol and emergency response to the needs of trail users and adjacent property owners, the County and cities should develop a specific patrol and emergency response plan. This plan should define a cooperative law enforcement strategy for the trail based on the capabilities of different agencies and services typically required for the facility. The County and cities should work together to define an emergency response system in conjunction with appropriate local fire and paramedical units in order to define which agencies should respond to 911 calls, and provides easy-to-understand routing plans and access points for emergency vehicles. Local hospitals should be notified of these routes so that they may also be familiar with the size and scope of the project.

NATURAL SURVEILLANCE

Natural surveillance increases the threat of apprehension by taking steps to increase the perception that people can be seen. Natural surveillance occurs by designing the placement of physical features, activities and people in such a way as to maximize visibility and foster positive social interaction among legitimate users of public space. Potential offenders feel increased scrutiny and limitations on their escape routes.

- Use adjacent roadways and the passing vehicular traffic as a surveillance asset.
- Create landscape designs that provide surveillance, especially in proximity to designated points of entry and opportunistic points of entry.
- Use the shortest, least sight-limiting fence appropriate for the situation.
- When creating lighting design, avoid poorly placed lights that create blindspots for potential observers and miss critical areas. Ensure potential problem areas are well-lit: pathways, stairs, entrances/exits, parking areas, children's play areas, recreation areas, storage areas, dumpster and recycling areas, etc.

- Avoid too-bright security lighting that creates blinding glare and/or deep shadows, hindering the view for potential observers. Eyes adapt to night lighting and have trouble adjusting to severe lighting disparities. Using lower intensity lights often requires more fixtures.
- Place lighting along pathways and other pedestrian-use areas at proper heights for lighting the faces of the people in the space (and to identify the faces of potential attackers).

NATURAL ACCESS CONTROL

Natural access control limits the opportunity for crime by taking steps to clearly differentiate between public space and private space. By selectively placing entrances and exits, fencing, lighting and landscape to limit access or control flow, natural access control occurs.

- Use a single, clearly identifiable, point of entry
- Use low, thorny bushes to keep people out of sensitive areas.
- Use waist-level, picket-type fencing to control access and encourage surveillance.
- Natural access control is used to complement mechanical and operational access control measures, such as target hardening.

NATURAL TERRITORIAL REINFORCEMENT

Territorial reinforcement promotes social control through increased definition of space and improved proprietary concern. An environment designed to clearly delineate private space does two things. First, it creates a sense of ownership. Owners have a vested interest and are more likely to challenge intruders or report them to the police. Second, the sense of owned space creates an environment where unwanted behavior stands out and is more easily identified. By using buildings, fences, pavement, signs, lighting and landscape to express ownership and define public,

semi-public and private space, natural territorial reinforcement occurs. Additionally, these objectives can be achieved by assignment of space to designated users in previously unassigned locations.

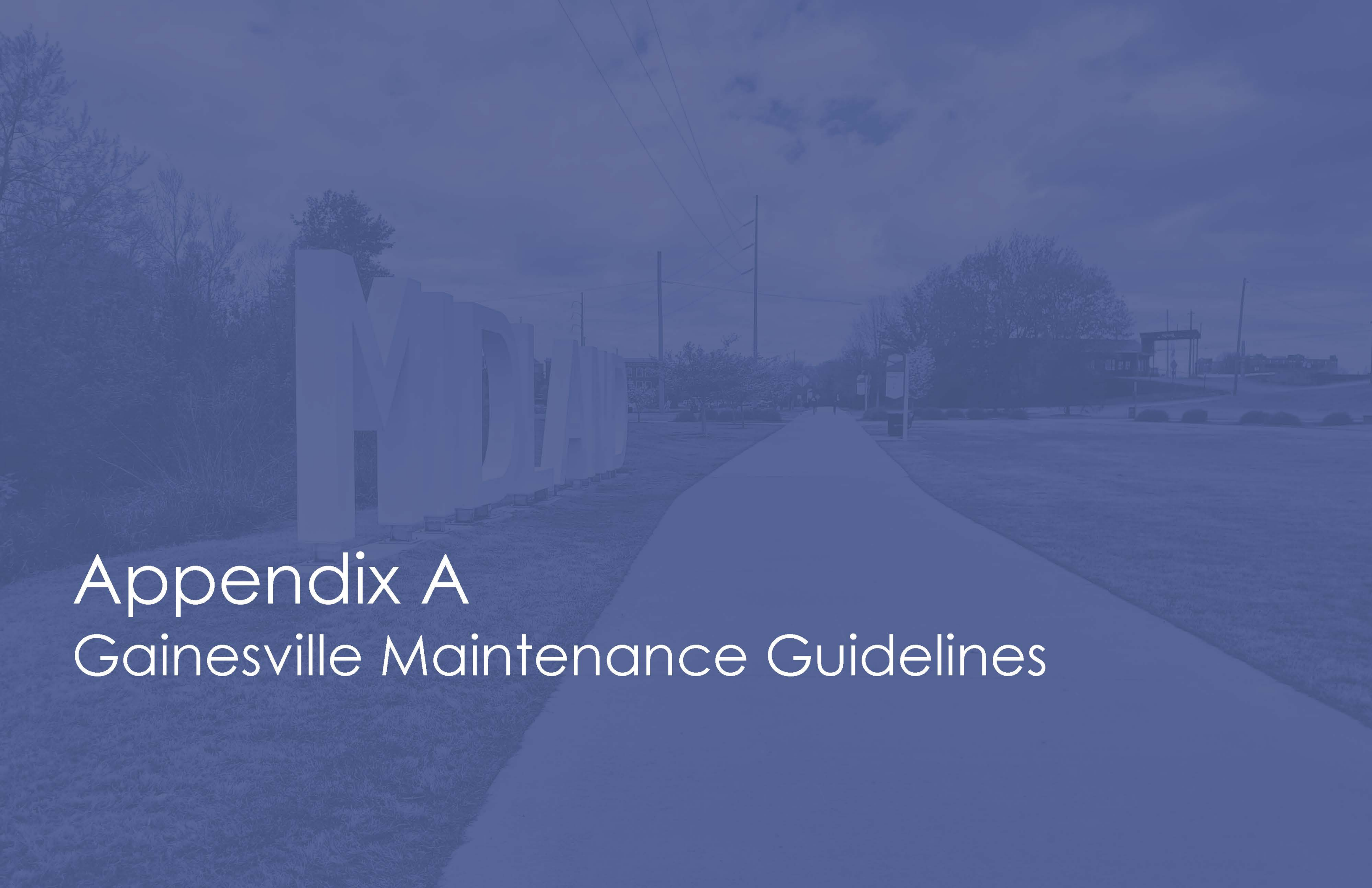
- Maintained premises and landscaping such that it communicates an alert and active presence occupying the space.
- Provide trees in residential areas. Research results indicate that, contrary to traditional views within the law enforcement community, outdoor residential spaces with more trees are seen as significantly more attractive, more safe, and more likely to be used than similar spaces without trees.
- Restrict private activities to defined private areas.
- Avoid cyclone fencing and razor-wire fence topping, as it communicates the absence of a physical presence and a reduced risk of being detected.
- Placing amenities such as seating or refreshments in common areas in a commercial or institutional setting helps to attract larger numbers of desired users.
- Scheduling activities in common areas increases proper use, attracts more people and increases the perception that these areas are controlled.
- Territorial reinforcement measures make the normal user feel safe and make the potential offender aware of a substantial risk of apprehension or scrutiny.

RISK MANAGEMENT

The design, development, management and operation of the Highlands to Islands Trails must be carefully and accurately executed in order to provide a resource that protects the health, welfare, and safety of the public. Liability most often occurs when a facility has been under-designed for the intended volume of use; when management of the facility is poor; or when unexpected accidents occur because the trail manager failed to recognize the possibilities of a potentially hazardous situation. To reduce the exposure to liability, the County and cities and their partners should have in place the following measures for continued trail use:

1. A complete maintenance program that provides the appropriate duty or level of care to trail users
2. A risk management plan that appropriately covers all aspects of the trail
3. A comprehensive working knowledge of public use laws and recent case history applicable in Georgia.

Liability claims pertaining to loss incurred by users of The Highlands to Islands Trails system are covered under existing State of Georgia policies for tort claims against governmental entities and public employees. Local agencies such as the County and cities have a legal responsibility to provide "reasonably safe condition[s]" on highways, roadways, and projects like perimeter trails. As the County and cities continue to operate and expand the trail system, it will be important to follow design standards and guidance to ensure a safe and reliable facility for trail users.



Appendix A

Gainesville Maintenance Guidelines

GAINESVILLE MAINTENANCE GUIDELINES

The Gainesville Maintenance Guidelines purpose is to provide the citizens of Gainesville with pleasant and aesthetically pleasing Parks, trails, and grounds. The Highlands to Islands Trail system can model Gainesville's maintenance guidelines that apply to trail maintenance and upkeep.

TRAIL SPECIFIC GUIDELINES

SERVICE AND INSPECTION

A maintenance crew should be scheduled to visit each area no less than 35 times or every 7 to 10 days during the growing season, per fiscal year (July 1 to June 30) to perform the following tasks:

- Mowing – Bermuda turf & fescue areas will be mowed every visit during the growing season. Bermuda area mowed at 1" to 2" heights while fescue areas are mowed at 3" to 4" heights.
- Edging/Trimming - A string trimmer will be utilized to trim grass adjacent to obstacles and other inaccessible areas during every mowing. Curbs, drives, walks, and paved areas will be edged during every mowing.
- Herbicide Applications - Herbicides will be utilized to treat areas around the perimeters of obstacles, buildings, etc. in order to prevent damage by string trimmers.
- Fertilization – Bermuda turf & fescue areas should be fertilized three (3) times annually using a custom blended slow release fertilizer based on soil test analysis to provide the appropriate blending of fertilizer.
- Clipping Removal – Excess grass clippings, which are visible after mowing, will be dispersed with additional mowing or collected and disposed of on site. (Mower discharge chutes should be directed away from planting beds, walkways,

parking lots, playgrounds, etc.) Any clippings in roadways must be blown back onto property or removed.

- Aeration and Over seeding – Fescue areas should be core aerated and overseeded during the fall with K-31 tall fescue seed at a rate of 3 to 5 pounds per
- 1000 square feet. Bare turf areas should be mulched with wheat straw when overseeding. pH Analysis- Fescue soil samples should be taken for analysis annually to determine pH and appropriate recommendations made to client with an additional cost estimate to provide ideal growing conditions.

LANDSCAPE PLANTS, PLANTING BEDS, AND NATURAL AREAS CARE

- Trimming and Pruning - Landscape plants (up to 4" caliper and 12' height) should be trimmed and pruned to shape, maintain plant size within its given space, encourage new growth and flower production, and remove deadwood. Plant growth regulators may be used to encourage dense growth or maintain plant size. Contractor shall make appropriate recommendations and estimate of additional cost for pruning and/or severe pruning of plants larger than 4" caliper and 12' heights or plants damaged by severe acts of nature, vehicles or persons not employed by Contractor. Client/Owner reserves the right to negotiate this extra cost or perform the task with Client/Owner staff. Debris will be collected and disposed of in accordance with "Organic Debris Disposal" (Section #4).
- Analysis – Planting bed soil samples should be taken for analysis annually to determine pH and appropriate recommendations made to client with an additional cost estimate to provide ideal growing conditions. Client/Owner reserves the right to negotiate this extra cost or make applications with Client/Owner staff.

- Fertilization – Planting beds will be fertilized one to three times annually with a custom blended slow release ornamental fertilizer based on soil analysis to promote root development and dense top growth.
- Disease and insect Inspections – Planting beds should be inspected periodically for the presence of insects and disease. In the event pesticide applications are appropriate, contractor will consult with Client/Owner and make appropriate recommendations with an additional cost. Client reserves the right to negotiate this extra cost or make applications with Client/Owner staff.
- Weed Control and Mulch - Planting beds and natural areas will be treated with pre and post herbicides and hand weeded to prevent/remove weeds. Existing beds with Pine straw mulch will be replenished completely twice annually (March & September.)

ORGANIC DEBRIS DISPOSAL

- All organic debris will be disposed of on site or removed by Client/Owner from a designated area on site depending upon size and as agreed upon between Client/Owner and Contractor.
- Limb Pick Up - Natural areas will be policed for large limbs during the contract period. Limbs should be placed along street curbs or other designated spots for removal by Client/Owner or City of Gainesville Solid Waste Division.
- Leaf Collection - Leaves will be collected from lawn, planting beds, and paved areas every visit during the leaf season and placed in designated natural areas as well as disposal areas on site. All other leaves will be neatly windrowed at curbside for pick up by the City of Gainesville Solid Waste Division.

WALKWAYS AND PAVED AREAS

- Paved areas will be blown and/or vacuumed each visit to remove organic debris. Weeds growing in cracks in pavement will be removed with an herbicide treatment.

LITTER PICK UP

- The landscape and paved areas will be policed for litter every visit. All litter to be disposed of using on site waste receptacles.

Further information for each section can be found in the Gainesville Landscape Maintenance Guidelines








Appendix B

Furnishings and Amenities Matrix

FURNISHINGS AND AMENITIES MATRIX

		PRODUCT NAME	MANUFACTURER NAME	PRICE	PAGE NUMBER	WEB ADDRESS
SEATING		FS-50 Bench	Victor Stanley	4' Length (\$1,768) 6' Length (\$1,886) 8' Length (\$2,134)	37	https://victorstanley.com/product/fs-50/
		Dash Bench	Forms + Surfaces	\$1,500	38	https://www.forms-surfaces.com/dash-bench
BIKE PARKING		Loop Bike Rack	Landscape Forms	\$490	41	https://www.landscapeforms.com/en-US/product/Pages/Loop-Bike-Rack.aspx
		Olympia Bike Rack	Forms + Surfaces	\$549	42	https://www.forms-surfaces.com/olympia-bike-rack

		PRODUCT NAME	MANUFACTURER NAME	PRICE	PAGE NUMBER	WEB ADDRESS
TRASH RECEPTACLE		HA Series Single Trash Enclosure	Bearsaver	\$1,221	45	https://bearsaver.com/collections/bear-resistant-ha-series-trash-cans-and-recycle-bins/products/bearsaver-ha-series-single-trash-enclosure-ha-p
		Chandler Receptacle	Thomas Steele	\$1,079	46	https://www.thomas-steele.com/chandler-litter-receptacle
DRINKING FOUNTAIN		Bottle Filling Station, Bi-Level Fountain and Pet Station	Global Industrial	\$3,319	49	https://www.globalindustrial.com/p/global-industrial-outdoor-bi-level-drinking-fountain-with-bottle-filler-pet-station-ss?PicGroupKey=134594
BIKE REPAIR		Bike Fix-it Station	Dero	\$1,555	51	https://www.dero.com/product/fixit/
BOLLARDS		Light Column Bollard	Forms + Surfaces	Illuminated (\$2,178) Non-Illuminated (\$1,274)	53	https://www.forms-surfaces.com/light-column-bollard

		PRODUCT NAME	MANUFACTURER NAME	PRICE	PAGE NUMBER	WEB ADDRESS
LIGHTING		Rama Area Light	Landscape Forms	\$6,130	55	https://www.landscapeforms.com/en-US/product/Pages/Rama-Lighting.aspx
		Alcott Area Light	Landscape Forms	\$4,170	56	https://www.landscapeforms.com/en-US/product/Pages/Alcott-Area-Light.aspx
RAILING		Stainless Round Cable Railing	Stainless Cable & Railing	\$1,600 - \$4,100 (9' LF - 37LF kits)	59	https://stainlesscablerailing.com/round-stainless-steel-railing-systems.html
		Wood Railing System	Stainless Cable & Railing	\$75 - \$95/LF	60	https://stainlesscablerailing.com/wood-railings1.html
BOARDWALK		Precast Boardwalk System	PermaTrak	\$50-\$65/sf	63	https://www.permatrak.com/

	PRODUCT NAME	MANUFACTURER NAME	PRICE	PAGE NUMBER	WEB ADDRESS
<p>SHADE STRUCTURE</p> 	Hyperbolic Shade Sail	Superior Shade / Korkat	Start at \$8,175 (20'x20' Shade Sail)	65	https://www.korkat.com/product/hyperbolic-sails/



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 358/2024

SUBJECT: Approve the renewal of the annual agreement for an inmate work detail consisting of one (1) full-time correctional officer and four (4) to six (6) inmates with the Georgia Department of Transportation (GDOT) of Atlanta, GA, in the amount of \$61,157.10.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: WD
Recommendation: Approve

Purpose of Request:
 Approve the renewal of the annual agreement for an inmate work detail consisting of one (1) full-time correctional officer and four (4) to six (6) inmates with the Georgia Department of Transportation (GDOT) of Atlanta, GA, in the amount of \$61,157.10.

History:
 Contract has been in existence for over a decade.

Facts and Issues:

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	N/A
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-07-01

Approvals:

Submit	Budget	Finance	Attorney
WD	EW	TS	WLI

Administration	Clerk
CR	JR

Attachments:

FY25 DOT Maintenance Agreement



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

AGENDA ITEM 358/2024

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

N/A

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	100-GENERAL FUND	3420- CORRECTIONAL INSTITUTE	336002- INTERGOVERNMENTAL REIMBURSE	\$-61,157.10

Budget Transfer Items:

Additional Information/Comments:

This is an intergovernmental revenue item for Hall County.

Contact for Questions: WD

Phone:

678-989-8540

**GEORGIA DEPARTMENT OF TRANSPORTATION
LEGAL SERVICES OFFICE
AGREEMENT**

THIS AGREEMENT is entered into the _____ day of _____, **2024**, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter referred to as the “Department”), and the Hall County Correctional Institute, a prison facility in Hall County in the State of Georgia (hereinafter referred to as the “HCCI”).

WITNESSETH:

WHEREAS, the HCCI desires to obtain appropriate work for inmates incarcerated at its Facilities; and

WHEREAS, the Department desires to obtain the services of inmate work crews on public works projects,

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Scope of Services. The HCCI agrees to provide the Department with **one (1)** work detail. The work detail is to have a minimum of **four (4)** inmates and a maximum of **six (6)** inmates as well as **one (1)** full-time correctional officer for the work detail, to assist in maintenance of DOT equipment, buildings, and rights of way or as communicated to the HCCI from time to time in the manner provided herein (the “Work”). The HCCI shall have the exclusive right and responsibility, through the correctional officer supervising the inmate work detail, to direct and supervise inmates with respect to the Work to be performed hereunder, provided that the Department shall at all times have the right and responsibility to direct the correctional officer concerning Work to be performed by inmates. The Department acknowledges and agrees that the Work shall not include inmate labor benefiting private persons or corporations.

2. Workplace Safety. The Department agrees to provide a safe workplace for the inmate work detail in accordance with the Occupational Safety and Health Act and State law. The Department shall be responsible for the coordination between the inmate work detail and other workers in the workplace. The HCCI shall be responsible for custody of inmates at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of federal, State and local governments in the performance of the Work.

3. Vehicles, Equipment and Supplies. The HCCI agrees to supply a suitable vehicle for the transport of the inmate work detail to and from the location or locations of the Work and to supply all necessary tools, equipment and supplies to complete the Work. The Department will supply all safety gear and any necessary protective clothing excluding safety vest and hats. Safety vest and hats will be supplied by the HCCI. It shall be the responsibility of the HCCI to procure and maintain a policy or policies of insurance protecting its interests of the vehicle and equipment provided by HCCI for use by the inmate work detail. The HCC further agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided by HCCI hereunder.

4. Compensation. The Department agrees to pay the HCCI the sum of **\$61,157.10** (Sixty One Thousand, One Hundred Fifty-Seven and 10/100 dollars) per year for the duration of the Agreement. The Department acknowledges that the foregoing sum is commensurate with labor supplied, salary, benefits and overtime for correctional officers assigned to the inmate work detail, including all state holidays, annual, sick leave and mandatory training days for correctional officers, periods of inclement weather or facility emergencies, such as inmate disturbances and medical quarantine, ***provided that the Department shall not be required to pay for any periods exceeding 15 days per fiscal year for any periods where a correctional officer cannot be provided for any reason except during periods of inclement weather when the Department has agreed there is no work for the inmate crew to perform. In the event the number of days exceeds 15 per fiscal year where a correctional officer cannot be provided for any reason except inclement weather, the Department shall not be required to pay for these additional days and the HCCI shall credit the Department with a pro rata share of the compensation agreed upon herein for any days exceeding 15 in which a correctional officer cannot be provided for the reasons set forth herein. This pro rata share shall be calculated as follows: Two Hundred Twenty Eight and 0/100 Dollars (\$228.00) for each day exceeding 15 days per fiscal year where a correctional officer cannot be provided for any reason except inclement weather.*** The HCCI will provide the Agency with an explanation of any days in which the inmate work detail is not available on the HCCI's monthly invoice, which invoice is due and payable 30 days from receipt by the Department, ***and any reductions in the compensation to be paid by the Department shall be credited to the Department by the HCCI at the end of the fiscal year.***

5. Billing. Invoices for payment shall be submitted to the Department on a monthly basis. Each invoice shall include the following: a) printed on official letterhead b) unique invoice number c) date d) copy of the Daily Work Log. Withholding any of these items monthly may delay payment by the Department.

6. Term of Agreement. This Agreement shall be effective from the date hereof and shall continue in force and effect until **June 30, 2025**. The parties may, by mutual agreement in writing, extend the effectiveness of this Agreement for additional time periods, provided, that either party may terminate this Agreement for convenience, by providing 60 days' notice to the other party in writing.

7. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the Department: Commissioner
 Georgia Department of Transportation
 One Georgia Center
 600 West Peachtree Street
 Atlanta, GA 30308

If to the HCCI: Warden
 Hall County Correctional Institute

If to the County: HALL County Manager
 HALL County Commissioners

8. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

9. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

10. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

**HALL COUNTY CORRECTIONAL
INSTITUTE:**

**THE GEORGIA DEPARTMENT OF
TRANSPORTATION:**

By: _____
Walt Davis, HCCI Warden

By: _____
Russell R. McMurry, P.E., Commissioner

Date Signed: _____

Date Signed: _____

**HALL COUNTY BOARD OF
COMMISSIONERS:**

Attest: _____
Angela Whitworth, Treasurer

By: _____
Commissioner/Chairman

Date Signed: _____

Witness: _____
County Clerk

Date Signed: _____



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 357/2024

SUBJECT: Approve the renewal of the annual agreement for an inmate work detail consisting of one (1) full-time correctional officer and four (4) inmates with the Georgia Department of Transportation (GDOT) of Atlanta, GA, in the amount of \$79,468.11.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: WD
Recommendation: Approve

Purpose of Request: Approve the renewal of the annual agreement for an inmate work detail consisting of one (1) full-time correctional officer and four (4) inmates with the Georgia Department of Transportation (GDOT) of Atlanta, GA, in the amount of \$79,468.11.

History: Contract has been in place for seven years.

Facts and Issues:

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	N/A
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-07-15

Approvals:

Submit	Budget	Finance	Attorney
WD	EW	TS	WLI

Administration	Clerk
CR	JR

Attachments:

FY25 DOT Maintenance Agreement



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

AGENDA ITEM 357/2024

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

N/A

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	100-GENERAL FUND	3420- CORRECTIONAL INSTITUTE	336002- INTERGOVERNMENTAL REIMBURSE	\$-79,468.11

Budget Transfer Items:

Additional Information/Comments:

This is an intergovernmental revenue item for Hall County.

Contact for Questions: WD

Phone:

678-989-8540

**GEORGIA DEPARTMENT OF TRANSPORTATION
LEGAL SERVICES OFFICE**

AGREEMENT

THIS AGREEMENT is entered into the ____ day of _____, **2024**, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter referred to as the "Department"), and the Hall County Correctional Institute, a prison facility in Hall County in the State of Georgia (hereinafter referred to as the "**HCCI**").

WITNESSETH:

WHEREAS, the HCCI desires to obtain appropriate work for inmates incarcerated at its Facilities; and

WHEREAS, the Department desires to obtain the services of inmate work crews on public works projects,

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Scope of Services. The HCCI agrees to provide the Department with **one (1)** work detail. The work detail is to have **four (4)** inmates as well as **one (1)** full-time correctional officer for the work detail, to assist in maintenance of DOT equipment, buildings, and rights of way or as communicated to the HCCI from time to time in the manner provided herein (the "Work"). The HCCI shall have the exclusive right and responsibility, through the correctional officer supervising the inmate work detail, to direct and supervise inmates with respect to the Work to be performed hereunder, provided that the Department shall at all times have the right and responsibility to direct the correctional officer concerning Work to be performed by inmates. The Department acknowledges and agrees that the Work shall not include inmate labor benefiting private persons or corporations.

2. Workplace Safety. The Department agrees to provide a safe workplace for the inmate work detail in accordance with the Occupational Safety and Health Act and State law. The Department shall be responsible for the coordination between the inmate work detail and other workers in the workplace. The HCCI shall be responsible for custody of inmates at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of federal, State and local governments in the performance of the Work.

3. Vehicles, Equipment and Supplies. The HCCI agrees to supply a suitable vehicle for the transport of the inmate work detail to and from the location or locations of the Work and to supply all necessary tools, equipment and supplies as listed in Attachment 1 for the performance of the Work. The Department will supply all safety gear and any necessary protective clothing excluding safety vest and hats. Safety vest and hats will be supplied by the HCCI. It shall be the responsibility of the HCCI to procure and maintain a policy or policies of insurance protecting its interests of the vehicle and equipment provided by HCCI for use by the inmate work detail. The HCC further agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided by HCCI hereunder.

4. Compensation. The Department agrees to pay the HCCI the sum of **\$79,468.11** (Seventy-Nine Thousand, Four Hundred Sixty-Eight and 11/100 dollars) per year for the duration of the Agreement. The Department acknowledges that the foregoing sum is commensurate with labor supplied, salary, benefits and overtime for correctional officers assigned to the inmate work detail, including all state holidays, annual, sick leave and mandatory training days for correctional officers, periods of inclement weather or facility emergencies, such as inmate disturbances and medical quarantine, ***provided that the Department shall not be required to pay for any periods exceeding 15 days per fiscal year for any periods where a correctional officer cannot be provided for any reason except during periods of inclement weather when the Department has agreed there is no work for the inmate crew to perform. In the event the number of days exceeds 15 per fiscal year where a correctional officer cannot be provided for any reason except inclement weather, the Department shall not be required to pay for these additional days and the HCCI shall credit the Department with a pro rata share of the compensation agreed upon herein for any days exceeding 15 in which a correctional officer cannot be provided for the reasons set forth herein. This pro rata share shall be calculated as follows: Two Hundred Ninety Nine and 0/100 Dollars (\$299.00) for each day exceeding 15 days per fiscal year where a correctional officer cannot be provided for any reason except inclement weather.*** The HCCI will provide the Agency with an explanation of any days in which the inmate work detail is not available on the HCCI's monthly invoice, which invoice is due and payable 30 days from receipt by the Department, ***and any reductions in the compensation to be paid by the Department shall be credited to the Department by the HCCI at the end of the fiscal year.***

5. Billing. Invoices for payment shall be submitted to the Department on a monthly basis. Each invoice shall include the following: a) printed on official letterhead b) unique invoice number c) date d) copy of the Daily Work Log. Withholding any of these items monthly may delay payment by the Department.

6. Term of Agreement. This Agreement shall be effective from the date hereof and shall continue in force and effect until **June 30, 2025**. The parties may, by mutual agreement in writing, extend the effectiveness of this Agreement for additional time periods, provided, that either party may terminate this Agreement for convenience, by providing 60 days' notice to the other party in writing.

7. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the Department: Commissioner
 Georgia Department of Transportation
 One Georgia Center
 600 West Peachtree Street
 Atlanta, GA 30308

If to the HCCI: Warden
 Hall County Correctional Institute

If to the County: HALL County Manager
 HALL County Commissioners

8. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

9. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

10. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

**HALL COUNTY CORRECTIONAL
INSTITUTE:**

**THE GEORGIA DEPARTMENT OF
TRANSPORTATION:**

By: _____
Walt Davis, HCCI Warden

By: _____
Russell R. McMurry, P.E., Commissioner

Date Signed: _____

Date Signed: _____

**HALL COUNTY BOARD OF
COMMISSIONERS:**

Attest: _____
Angela Whitworth, Treasurer

By: _____
Commissioner/Chairman

Date Signed: _____

Witness: _____
County Clerk

Date Signed: _____

Attachment 1

Vehicle and Equipment Supplied by Hall County Correctional Institute

Crew Cab Pickup Truck
6 X 12 Foot Utility Trailer
Kubota 60 Inch Zero Turn Mower
2- Stihl 90R Trimmers
Backpack Sprayer
Backpack Blower
Edger
Ratchet straps
2- Prison Work Detail Signs
5 Gallon Gas Can
1 Gallon Gas Can
Spool of Trimmer String
Lunch & Water Cooler



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 336/2024

SUBJECT: Approve the award of IFB #023-45 Fire Sprinkler Maintenance Annual Contract for Building Maintenance to ProTech Fire, Inc. of Gainesville, GA. The estimated annual cost is \$122,000.00.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: WD
Recommendation: Approve.

Purpose of Request: Approve the award of IFB #023-45 Fire Sprinkler Maintenance Annual Contract for Building Maintenance to ProTech Fire, Inc. of Gainesville, GA. The estimated annual cost is \$122,000.00.

History: This vendor is in good standing with the County.

Facts and Issues: This is year one (1) of a potential five (5) year contract.

Options:

Funding Requested	\$ 122,000.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Purchasing	Budget
MH	JR	AP	EW

Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

Financial Supplement
Bid Tabulation Summary
Contract and Cover Sheet



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

AGENDA ITEM 336/2024

Funds Requested: \$ 122,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	522200-REPAIRS AND MAINTENANCE	\$122,000.00

Budget Transfer Items:

Additional Information/Comments:

Brent Penland - 770-531-5358

Contact for Questions: KI

Phone:

678-617-4517

BID #023-45 FIRE SPRINKLER SYSTEM ANNUAL CONTRACT		Alliance Fire Protection		Pro-Tech Fire		Johnson Controls	
		Loganville, GA		Gainesville, GA		Roswell, GA	
<u>Location</u>		Type of Inspec.	\$ Per Inspec.	Type of Inspec.	\$ Per Inspec.	Type of Inspec.	\$ Per Inspec.
1	For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Hall County Courthouse "77" Building, 116 Spring Street, Gainesville, Georgia 30501 as per the following specifications:		\$585.00		\$400.00		\$400.00
2	For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Hall County Courthouse, 225 Green Street, Gainesville, Georgia 30501 as per the following specifications:		\$1,365.00		\$300.00		\$235.00
3	For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Hall County Parking Deck, 122 Spring Street, Gainesville, Georgia 30501 as per the following specifications:		\$585.00		\$350.00		\$330.00
4	For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Hall County District II Health Department, 1280 Athens Street, Gainesville, Georgia 30501 as per the following specifications:		\$585.00		\$150.00		\$235.00
5	For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Hall County "Catherine F. Brown" Health Department Building, 1290 Athens Street, Gainesville, Georgia 30501 as per the following specifications:		\$585.00		\$150.00		\$210.00
6	For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Spout Springs Library, 6488 Spout Springs Road, Flowery Branch, Georgia 30542 as per the following specifications:		\$780.00		\$150.00		\$300.00
7	For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Hall County Jail, 1700 Barber Road Gainesville, Georgia 30507 as per the following specifications:		\$5,265.00		\$800.00		\$595.00
8	For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at Hall County Resource Recovery, 1008 Chestnut Street, Gainesville, Georgia 30501 as per the following specifications:		\$780.00		\$200.00		\$325.00
9	For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Hall County Landfill, 1700 Oakbrook Drive Gainesville, Georgia 30507 as per the following specifications:		\$780.00		\$200.00		\$325.00
10	For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the East Hall Community Center, 3912 P Davidson Road, Gainesville, Georgia 30507 as per the following specifications:		\$585.00		\$200.00		\$235.00
11	For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Mulberry Creek Community Center, 4491 J M Turk Road, Flowery Branch, Georgia 30542 as per the following specifications:		\$585.00		\$200.00		\$235.00
12	For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Emergency Services Complex, 470 Crescent Drive, Gainesville, Georgia 30501		\$975.00		\$200.00		\$155.00

as per the following specifications:

13	For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Animal Control, 1688 Barber Road, Gainesville, Georgia 30507 as per the following specifications:	\$1,365.00	\$350.00	\$155.00
14	For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at North Hall Community Center, 4175 Nopone Road, Gainesville, GA 30506 as per the following specifications:	\$585.00	\$150.00	\$155.00
15	For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Hall County Government Center, 2875 Browns Bridge Road, Gainesville, Georgia 30504 as per the following specifications:	\$975.00	\$750.00	\$400.00
16	For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at Hall County Sheriff's Office, 2859 Browns Bridge Road, Gainesville, GA 30504 as per the following specifications:	\$780.00	\$300.00	\$400.00
17	For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at Hall County Correctional Institute, 1698 Barber Road, Gainesville, GA 30507 as per the following specifications:	\$585.00	\$250.00	\$155.00
18	For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at Hall County Main Library, 127 Main Street NW Gainesville, GA 30501 as per the following specifications:	\$780.00	\$250.00	\$155.00
Grand Totals:		\$18,525.00	\$ 5,350.00	\$ 5,000.00
19	For furnishing all labor, materials, and equipment necessary for the maintenance and repair of the fire sprinkler systems located at all of the above facilities: A. Hourly Labor Rate B. Overtime Hourly Labor Rate C. Percentage Markup on Parts	\$195.00 \$292.50 20%	\$130.00 \$195.00 30%	\$144.00 \$185.00 20%
20	For furnishing all labor, materials, and equipment necessary for a 3 to 5 year Internal Inspection at any Hall any Hall County location as per the following specifications: (does not include annual test) A. Remove the cover plate to the fire sprinkler control valve and check for any possible damage or problems to the valve. B. Replace all pressure gauges. C. Perform an obstruction investigation in the fire sprinkler main piping. D. Retag the fire sprinkler systems after all work has been performed.	\$66.00	\$400.00	\$795.00

Bids Sent Out: 21
 Bids Received: 3
 Hall County Bids Received: 1



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 06/10/2024

To: Richard Higgins, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached annual contract documents for:

Bid/Contract No: 023-45

Bid/Contract Name: Fire Sprinkler Maintenance Annual Contract

Department(s) Requesting Contract: Correctional Institute

Award Recipient Name: ProTech Fire, Inc.

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: N/A

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$122,000.00

Product Contract Estimated Amount: \$0

Comments: Year one (1) of a possible five (5) year contract.
Corrections has requested that this contract be awarded to ProTech Fire, Inc. of Gainesville, GA.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA



Hall County Government

FINANCIAL SERVICES

EXHIBIT A - CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT#: 023-45

For the provision of
**Fire Sprinkler Maintenance Annual
Contract**

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples

ARTICLE #101 - INTRODUCTION

This Contract for Fire Sprinkler Maintenance Annual Contract (hereinafter "Services" or "Project") is made and as entered into as of 5-30-24 (Execution Date) and July 1, 2024 (Effective Date) is by-and-between Hall County, Georgia, Board of Commissioners, (hereinafter referred to as "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and ProTech Fire Inc., located at 935 Interslope Ridge Dr Gainesville GA 30501 (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".

Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect.

WHEREAS the Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation; and

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 attached Documents, Plans, Exhibits, Attachments, or references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the mutual promises, terms, conditions, 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. Contractors shall provide supervision, labor, equipment, and materials, necessary to perform the services of Fire Sprinkler Maintenance.

(The following is for road construction projects)

- C. All Traffic control shall be in accordance with Manual on Uniform Traffic Control Devices (MUTCD), current edition, and GDOT standards. A traffic control plan must be approved by the County Engineer prior to the beginning of work.
- D. All standard highway signs shall be fabricated and erected in accordance with details shown in the plans, the MUTCD, current edition, and the Georgia Specifications, Supplement Specifications, and / or provisions.
- E. All work shall be performed in a such manner as to permit traffic to operate with the least amount of inconvenience possible. All traffic control devices, signs, striping, and flaggers shall be furnished by the contractor. At least one lane of traffic will remain open at all times. Payment will be included in the lump sum price bid for traffic control.
- F. All Construction shall be in compliance with the Georgia State Soil and Water Conservation Committee's "Manual for Erosion and Sedimentation Control in Georgia".
- G. All sediment control features shall be maintained on a regular basis and shall be removed by the contractor upon acceptance of the project by the owner. The contractor shall adhere to the Call Before You Dig Law by calling the underground protection center before beginning construction.
- H. The contractor shall be responsible for all underground utilities and shall coordinate work with utility companies. The contractor shall not award more than twenty-five percent (25%) of the work to subcontractors on any project, without prior approval of the County Representative.
- I. The contractor shall be responsible for all work performed in support of this Contract including Sub-Contractor oversight. Sub-contractors shall perform no work unless pre-approved in writing by the County.
- J. Contractors must disclose any intended subcontractors within the bid at the time of bid submissions. If the bidder intends to use a sub-contractor(s) to fulfill one entire segment of this contract, then the bidder should submit to the County

professional references for the sub-contractor on jobs similar in size and scope. Once the County has awarded the contract, the contractor cannot change sub-contractors without seeking written pre-approval from the County. The County reserves the right to check all references and conduct background checks on any changes to subcontractors or workers performing work under this contract. The contractor shall be wholly responsible for the quality of their subcontractor's work. The contractor shall disclose the percentage of the work to be completed by each sub-contractor.

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER

Brent Penland
Building Maintenance
Hall County Government
2875 Browns Bridge Rd
Gainesville, GA 30504
bpenland@hallcounty.org
(770) 297-2627

COUNTY ISSUING OFFICER

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

CONTRACTOR'S CONTACT INFO

Name: David Hagler
Title: Sales
Company: Protech Fire, Inc.
Address 1: 935 Interstate Ridge Drive
Address 2: Suite D
Email: dhagler@protech-fire.net
Phone: 770-531-0587

REMIT-TO ADDRESS (if different).

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

For multi-year contracts the term will be for one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

This Contract may only be modified, amended, or changed, 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.

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 PROVISIONS:

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should County 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, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - 1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

2. The County determines that contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108. C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

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

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

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

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

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

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 as per the term in Article 105, or who abandons the project before completion, the Contractor shall pay the County liquidated damages in the amount of _____.

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, AGREEMENTS, RENEWALS AND EXTENSIONS:

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:

Insurance Requirements. All sureties must be licensed to do business in the State of Georgia with a minimum rating of AM Best A-, financial size seven (7). The Contractor must maintain and warrant to Hall County Government ("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 Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

The policy must protect the Contractor and the County (as 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 and as required for claims made policies.

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:

Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.). In

addition, the Contractor must require all sub-Contractors occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Workers Compensation Insurance: Required for all contracts.

- \$500,000 Bodily Injury by Accident – Each Accident
- \$500,000 Bodily Injury by Disease – Each Disease
- \$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 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 Board of Commissioners; 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.

- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising Injury
- \$500,000 Damages to Premises / Fire / Legal
- \$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.

- \$1,000,000 Combined Single Limit
- Or \$500,000 per Person /\$1,000,000 per Occurrence
- \$100,000 Property Damage
- \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- Uninsured motorists' coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- Coverage shall be included for any owned, leased, hired, or non-owned autos
- 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

\$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)

- Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation

Crime Insurance: Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers.

- \$1,000,000 Employee Dishonesty
- \$1,000,000 Funds Transfer Fraud
- \$100,000 Money & Securities
- \$1,000,000 Computer Crime
- \$100,000 Social Engineering or its equivalent

Cyber Insurance: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 Annual Aggregate
- \$1,000,000 Business Interruption
- \$1,000,000 Data Recovery
- \$500,000 Cyber Extortion Expenses
- \$50,000 Cyber Extortion/Ransom Payments
- If written on a claim's made policy, the policy must be maintained for at least two years after the completion of the work and/or contract.

Additional Provisions:

Coverage shall include at a minimum:

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

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

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two years after the completion of the work and/or contract.

Terrorism & Sabotage: Required for specific utilities contracts and select special events.

- All contracts involving access or use of any water, gas, electric utilities shall require third parties to have TRIA and third-party liability limits of at least \$5,000,000
- All special events that are highly visible, politically sensitive, or have more than 1,000 attendees should require at least \$1,000,000 of terrorism liability for any event sponsors

Aviation Liability: Required for all Drones/UAV (Unmanned Aerial Vehicles), general aviation contracts, and Fixed base operators (FBO) services.

- \$5,000,000 Each Occurrence
- \$1,000,000 Automobile Liability
- \$1,000,000 – Pollution Liability (FBOs Only)

Additional Provisions:

Coverage should include owned, hired, and non-owned aircraft/aviation

Sexual Abuse & Molestation Liability: Required for all contracts and services involving youths, children, special needs, or senior citizens

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two years after the completion of the work and/or contract.

Builders Risk: Recommended for most construction projects

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

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

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

B. Invoice/Payment.

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

C. Unsatisfactory Performance; Delay of Payment.

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

costs shall not in any way affect the County's authority to terminate the Contract.

- D. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

(Required for construction, renovation and repair projects)

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

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

ARTICLE #124 – RETAINAGE

(Required for construction, renovation and repair projects)

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

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

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

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

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

- 1. First, any amendments to the Contract, including all Exhibits thereto.
- 2. Second, the Contract itself, including all Exhibits thereto.
- 3. Third, Attachments appended to the Contract.
- 4. Fourth, all other Contract Attachments appended to the contract.

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131- VALIDITY

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

ARTICLE #132 – SALES TAX EXEMPTION STATUS

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

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE #134 – NOT A JOINT VENTURE.

The Department shall not be bound by any terms and conditions included in any Contractor 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 the addition to the terms and conditions contained herein.

ARTICLE #135 – ADDITIONAL TERMS

The Department shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document(s) which

attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

ARTICLE # 136 – 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. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of goods shall pass to The County upon completion and final acceptance of the project delivery.
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 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.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below. Bidder must print the full legal company name as it appears on their W-9 form below:

Print Company's Full Legal Name Below:

ProTech Fire, Inc.

HALL COUNTY, GEORGIA

By: Paul E. Johnson

By: _____

Print Name: Paul E. Johnson

Richard Higgins, Chairman

Title: Vice President

Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

Attestment: _____

20th Day of May, 2024

Board of Commissioners Clerk

Notary Public: [Signature]

APPROVED AS TO FORM

Notary commission expires: Aug. 29, 2027

[Signature]
Nathaniel R. Anderson,
Senior Assistant County Attorney

[Locus Signatures Seal Stamp]





AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 337/2024

SUBJECT: Approve the award of IFB #013-45 Propane Fuel Delivery Annual Contract for various County departments to Blossman Gas, Inc. of Oakwood, GA. The estimated annual cost is \$51,000.00.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: TS
Recommendation: Approve.

Purpose of Request: Approve the award of IFB #013-45 Propane Fuel Delivery Annual Contract for various County departments to Blossman Gas, Inc. of Oakwood, GA. The estimated annual cost is \$51,000.00.

History: This vendor is in good standing with the County.

Facts and Issues: This is year one (1) of a potential five (5) year contract.

Options:

Funding Requested	\$ 51,000.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Purchasing	Budget
MH	TS	AP	EW

Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

Financial Supplement

Bid Tab

Contract



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

AGENDA ITEM 337/2024

Funds Requested: \$ 51,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	531220-GAS	\$51,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BS

Phone: 770-297-3378

IFB #: 013-45 Propane Fuel Delivery			Blossman Gas, Inc. of Georgia	MJ Propane, LLC
			Oakwood, GA	Maysville, GA
Item No.	Item Description	UOM	Price	Price
1	Propane Fuel - Local Delivery Price Mark-Up, 1,000 gallons or less, Avg OPIS Price, from Milner, GA Terminal	Gallon	\$0.4800	\$1.2990
2	Fuel Tank Rental, Monthly Rate, Up to 120 Gallon Rental	Month	\$5.00	\$0.00
3	Fuel Tank Rental, Monthly Rate, 121-250 Gallon Rental	Month	\$5.00	\$0.00
4	Fuel Tank Rental, Monthly Rate, 251-500 Gallon Rental	Month	\$5.00	\$0.00
5	Fuel Tank Rental, Monthly Rate, Up to 501-1,000 Gallon Rental	Month	\$5.00	\$0.00
6	Maintenance Technician, Hourly Rate	Hour	\$105.00	\$100.00
7	Installation Technician, Hourly Rate	Hour	\$105.00	\$100.00
8	Fixed Surcharge for delivery of orders under 50 gallons (Tank size is equal to or greater than 100 gallons)	Order	\$50.00	\$0.00
9	Fixed Surcharge for emergency delivery or service after normal business hours	Order	\$100.00	\$0.00

BIDS MAILED: 10 HALL: 1
BIDS RECEIVED: 3 (1-NO BID) HALL: 1

IFB #: 013-45		Ferrellgas LP
Propane Fuel Delivery		Liberty, MO
Item No.	Item Description	Price
1	Propane Fuel - Local Delivery Price Mark-Up, 1,000 gallons or less, Avg OPIS Price, from Milner, GA Terminal	\$0.7000
2	Fuel Tank Rental, Monthly Rate, Up to 120 Gallon Rental	\$0.00
3	Fuel Tank Rental, Monthly Rate, 121-250 Gallon Rental	\$0.00
4	Fuel Tank Rental, Monthly Rate, 251-500 Gallon Rental	\$0.00
5	Fuel Tank Rental, Monthly Rate, Up to 501-1,000 Gallon Rental	\$0.00
6	Maintenance Technician, Hourly Rate	\$100.00
7	Installation Technician, Hourly Rate	\$100.00
8	Fixed Surcharge for delivery of orders under 50 gallons (Tank size is equal to or greater than 100 gallons)	\$0.00
9	Fixed Surcharge for emergency delivery or service after normal business hours	\$0.00

BIDS MAILED: 10 HALL: 1
BIDS RECEIVED: 3 (1-NO BID) HALL: 1



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 06/10/2024

To: Richard Higgins, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached annual contract documents for:

Bid/Contract No: 013-45

Bid/Contract Name: Propane Fuel Delivery Annual Contract

Department(s) Requesting Contract: Multiple

Award Recipient Name: Blossman Gas, Inc.

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: N/A

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$51,000.00

Product Contract Estimated Amount: \$0

Comments: Year one (1) of a possible five (5) year contract.
Multiple departments have requested that this contract be awarded to Blossman Gas, Inc. of Oakwood, GA.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA



Hall County Government
FINANCIAL SERVICES

EXHIBIT A - CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 013-45

For the provision of
Propane Fuel Delivery Services

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

ARTICLE #101 - INTRODUCTION

t 770.535.8270 | f 770.531.6711

DIRECTOR
Wesley Geddings

This Contract for Propane Fuel Delivery (hereinafter "Services" or "Project") is made and as entered into as of (Execution Date) and July 1, 2024 (Effective Date) is by-and-between Hall County, Georgia, Board of Commissioners, (hereinafter referred to as "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Blossman Gas, Inc located at 4319 Mundy Mill Road, Oakwood, GA 30566 (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".

Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect.

WHEREAS the Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation; and

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 attached Documents, Plans, Exhibits, Attachments, or references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the mutual promises, terms, conditions, 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. Contractors shall provide supervision, labor, equipment, and materials necessary to perform the services of Propane Fuel Delivery.
(The following is for road construction projects)
- C. All Traffic control shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), current edition, and GDOT standards. A traffic control plan must be approved by the County Engineer prior to the beginning of work.
- D. All standard highway signs shall be fabricated and erected in accordance with details shown in the plans, the MUTCD, current edition, and the Georgia Specifications; Supplement Specifications, and / or provisions.
- E. All work shall be performed in a such manner as to permit traffic to operate with the least amount of inconvenience possible. All traffic control devices, signs, striping, and flaggers shall be furnished by the contractor. At least one lane of traffic will remain open at all times. Payment will be included in the lump sum price bid for traffic control.
- F. All Construction shall be in compliance with the Georgia State Soil and Water Conservation Committee's "Manual for Erosion and Sedimentation Control in Georgia".
- G. All sediment control features shall be maintained on a regular basis and shall be removed by the contractor upon acceptance of the project by the owner. The contractor shall adhere to the Call Before You Dig Law by calling the underground protection center before beginning construction.
- H. The contractor shall be responsible for all underground utilities and shall coordinate work with utility companies. The contractor shall not award more than twenty-five percent (25%) of the work to subcontractors on any project, without prior approval of the County Representative.
- I. The contractor shall be responsible for all work performed in support of this Contract including Sub-Contractor oversight. Sub-contractors shall perform no work unless pre-approved in writing by the County.
- J. Contractors must disclose any intended subcontractors within the bid at the time of bid submissions. If the bidder intends to use a sub-contractor(s) to fulfill one entire segment of this contract, then the bidder should submit to the County professional references for the sub-contractor on jobs similar in size and scope. Once the County has awarded the contract, the contractor cannot change sub-contractors without seeking written pre-approval from the County. The County reserves the right to check all references and conduct background checks on any

changes to subcontractors or workers performing work under this contract. The contractor shall be wholly responsible for the quality of their subcontractor's work. The contractor shall disclose the percentage of the work to be completed by each sub-contractor.

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER

Bradley Martin
Division Chief
Hall County Fire Department
Warehouse Support Services
3144 Gillsville Hwy.
Gillsville, GA 30507
bmartin@hallcounty.org
Ph: (678) 343-0636

COUNTY ISSUING OFFICER

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

CONTRACTOR'S CONTACT INFO

Name: *Buck Stanley*
Title: *Branch manager*
Company: *Blossman Gas, Inc.*
Address 1: *4319 Mundy Mill Road*
Address 2: *Oakwood, GA 30566*
Email: *bstanley@blossmangas.com*
Phone: *770-318-9658*

REMIT-TO ADDRESS (if different).

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

For multi-year contracts the term will be for one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

For construction, renovations and modernization projects, until substantial and final completion of Services according to agreed time-schedule of _____ and after all sub-contractor(s) and material suppliers' liens are satisfied.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

This Contract may only be modified, amended, or changed, 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 the 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.

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 PROVISIONS:

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should County 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, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

- B. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 2. The County determines that contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
 5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108. C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. Notice of Default.** If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
1. Immediately terminate the Contract for default without additional written notice.
 2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- D. Termination Due to Non-Availability of Funds.**

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

E. Termination due to Failure of Contractor to Act.

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

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

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

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.

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, AGREEMENTS, RENEWALS AND EXTENSIONS:

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:

Insurance Requirements. All sureties must be licensed to do business in the State of Georgia with a minimum rating of AM Best A-, financial size seven (7). The Contractor must maintain and warrant to Hall County Government ("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 Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

The policy must protect the Contractor and the County (as 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 and as required for claims made policies.

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:

Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer

must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.). In addition, the Contractor must require all sub-Contractors occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Workers Compensation Insurance: Required for all contracts.

- \$500,000 Bodily Injury by Accident - Each Accident
- \$500,000 Bodily Injury by Disease – Each Disease
- \$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 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 Board of Commissioners; 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.

- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising Injury
- \$500,000 Damages to Premises / Fire / Legal
- \$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.

- \$1,000,000 Combined Single Limit
- Or \$500,000 per Person /\$1,000,000 per Occurrence
- \$100,000 Property Damage
- \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- Uninsured motorists' coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- Coverage shall be included for any owned, leased, hired, or non-owned autos
- 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

\$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)

- Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation

Crime Insurance: Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers.

- \$1,000,000 Employee Dishonesty
- \$1,000,000 Funds Transfer Fraud
- \$100,000 Money & Securities
- \$1,000,000 Computer Crime
- \$100,000 Social Engineering or its equivalent

Cyber Insurance: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 Annual Aggregate
- \$1,000,000 Business Interruption
- \$1,000,000 Data Recovery
- \$500,000 Cyber Extortion Expenses
- \$50,000 Cyber Extortion/Ransom Payments
- If written on a claim's made policy, the policy must be maintained for at least two years after the completion of the work and/or contract.

Additional Provisions:

Coverage shall include at a minimum:

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

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

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two years after the completion of the work and/or contract.

Terrorism & Sabotage: Required for specific utilities contracts and select special events.

- All contracts involving access or use of any water, gas, electric utilities shall require third parties to have TRIA and third-party liability limits of at least \$5,000,000

- All special events that are highly visible, politically sensitive, or have more than 1,000 attendees should require at least \$1,000,000 of terrorism liability for any event sponsors

Aviation Liability: Required for all Drones/UAV (Unmanned Aerial Vehicles), general aviation contracts, and Fixed base operators (FBO) services.

- \$5,000,000 Each Occurrence
- \$1,000,000 Automobile Liability
- \$1,000,000 – Pollution Liability (FBOs Only)

Additional Provisions:

Coverage should include owned, hired, and non-owned aircraft/aviation

Sexual Abuse & Molestation Liability: Required for all contracts and services involving youths, children, special needs, or senior citizens

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two years after the completion of the work and/or contract.

Builders Risk: Recommended for most construction projects

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

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

will not be liable for payment for any work or product with the issuance of a verbal communication.

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

B. Invoice/Payment.

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

C. Unsatisfactory Performance; Delay of Payment.

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

in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

- D. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

(Required for construction, renovation and repair projects)

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

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

ARTICLE #124 – RETAINAGE

(Required for construction, renovation and repair projects)

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

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

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

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

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

1. First, any amendments to the Contract, including all Exhibits thereto.
2. Second, the Contract itself, including all Exhibits thereto.
3. Third, Attachments appended to the Contract.
4. Fourth, all other Contract Attachments appended to the contract.

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131– VALIDITY

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

The Department shall not be bound by any terms and conditions included in any Contractor 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 the addition to the terms and conditions contained herein.

ARTICLE #135 – ADDITIONAL TERMS

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

ARTICLE # 136 – 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. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of goods shall pass to The County upon completion and final acceptance of the project delivery.
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 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.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below. Bidder must print the full legal company name as it appears on their W-9 form below:

Print Company's Full Legal Name Below:

Blossman GAS, Inc

HALL COUNTY, GEORGIA

By: [Signature]

By: _____

Print Name: MARK Denton

Richard Higgins, Chairman
Hall County Board of Commissioners

Title: V.P. Business Development

Date: _____

Sworn to and subscribed before me this

Attestment: _____

30 Day of April, 2024

Board of Commissioners Clerk

Approved as to **APPROVED AS TO FORM**

Notary Public: [Signature]

[Signature]

Notary commission expires: Jan. 2, 2028

Nathaniel R. Anderson,
Senior Assistant County Attorney

[Locus Sigilli - Seal or Stamp]

★ STATE OF MISSISSIPPI ★
CRYSTAL D. ASHTON, NOTARY PUBLIC
HARRISON COUNTY
MY COMMISSION EXPIRES JANUARY 2, 2028
COMMISSION NUMBER 88010



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 338/2024

SUBJECT: Approve the award of RFP #44-031 Demand Services for Tool and Heavy Equipment Rentals for various County departments to M & R Rental of Gainesville, GA, United Rentals (North America), Inc. of Gainesville, GA, National Equipment Dealers, LLC of Dallas, GA and Sunbelt Rentals, Inc. of Fort Mill, SC. The estimated annual cost is \$55,000.00.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: TS

Recommendation:

Approve.

Purpose of Request:

Approve the award of RFP #44-031 Demand Services for Tool and Heavy Equipment Rentals for various County departments to M & R Rental of Gainesville, GA, United Rentals (North America), Inc. of Gainesville, GA, National Equipment Dealers, LLC of Dallas, GA and Sunbelt Rentals, Inc. of Fort Mill, SC. The estimated annual cost is \$55,000.00.

History:

These vendors are in good standing with the County.

Facts and Issues:

This is year one (1) of a potential five (5) year contract.

Options:

Funding Requested	\$ 55,000.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Purchasing	Budget
MH	TS	AP	EW
Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

Financial Supplement
Contract (Sunbelt Rentals)
Contract (M and R Rental)
Contract (United Rentals)
Contract (National Equipment Dealers)
Price List - Sunbelt Rentals
Price List - M and R Rental
Price List - United Rentals
Price List - National Equipment Dealers
Bid Summary



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

AGENDA ITEM 338/2024

Funds Requested: \$ 55,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	522321-EQUIPMENT RENTAL	\$55,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KI

Phone: 678-617-4517



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 06/10/2024

To: Richard Higgins, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached annual contract documents for:

Bid/Contract No: 44-031

Bid/Contract Name: Demand Services for Tool & Heavy Equipment Rentals

Department(s) Requesting Contract: Multiple

Award Recipient Name: M&R Rental, Sunbelt Rentals, United Rentals and National Equipment Dealers

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: N/A

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$55,000.00

Product Contract Estimated Amount: \$0

Comments: Year one (1) of a possible five (5) year contract. Finance has requested that this contract be awarded to M&R Rental, Sunbelt Rentals, United Rentals and National Equipment Dealers, to provide better pricing and availability of items with a pool of vendors from which to choose.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA



Hall County Government
FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #44-031

For the provision of

Demand Services for Tool & Heavy Equipment Rentals

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #101 - INTRODUCTION

This Contract for Demand Services for Tool & Heavy Equipment Rentals (hereinafter “Services”) as entered into on [County to enter date here], and with an Effective Date of July 1, 2024, is by and between; Hall County, Georgia (hereinafter “County”) located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Sunbelt Rentals, Inc. (Hereinafter “Contractor”), located at 1799 Innovation Point, Fort Mill, SC 29715. Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a “Party” and collectively as the “Parties”.

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

Whereas, this Contract is the result of the competitively bid RFP #44-031, and contains the Contractor’s bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references are all incorporated herein by reference, and

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

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the RFP #44-031 and the Bidder's response.
- B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled Exhibit C – Mandatory Cost Proposal Worksheet, as incorporated herein by reference, for the lump-sum cost (including P&P Bonds and all permits if required) shown below:

Contractor is to invoice the County after substantial completion of services in arrears.

- C. **Price Escalation Clause**. - Reserved

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER

Zach Brackett
EMA Director
470 Crescent Drive
Gainesville, GA 30501
zbrackett@hallcounty.org
(770) 536-3132

COUNTY ISSUING OFFICER

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

CONTRACTOR'S CONTACT INFO

Nick Jones
Government Sales Specialist
Sunbelt Rentals, Inc.
1799 Innovation Point
Fort Mill, SC 29715
Nick.jones@sunbeltrentals.com
(423) 876-8447

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

Until substantial and final completion of services

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this a nonperformance and 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.

A force majeure event does not excuse County from compensating Supplier for a) any and all rental fees incurred and/or b) any damage to or loss of the rental Equipment during any such Force Majeure event in which the Equipment is in County's care, custody or control and is not called off rent prior to such event.

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

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

ARTICLE # 108 - TERMINATION:

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

properly performed in compliance with the terms of the Contract up to the date of termination.

- A. **Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - 1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
 - 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 - 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
 - 5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
 - 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. **Notice of Default.** If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor.

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

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

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.

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. Supplier shall not be liable for damages, including liquidated damages, resulting from a delay in performance or failure to perform, caused by circumstances beyond the reasonable control of Supplier, or by the default or negligence of others not under Supplier's control. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. In all such events, the term and price of this Agreement shall be equitably adjusted accordingly for any delays due to such causes.

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

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

ARTICLE # 115 - ADDITIONAL TERMS:

- A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other

document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

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

ARTICLE # 118– INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

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

Additional Provisions:

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities

- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation

Cyber Insurance: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

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

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

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

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

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

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

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

ARTICLE # 119 – NO WAIVER:

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

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

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

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

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

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

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

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

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

- A. The County will issue a Notice to Proceed (NTP) to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of

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

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

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

B. Invoice/Payment.

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

C. Unsatisfactory Performance; Delay of Payment.

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

Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).

2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.
- D. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (Not Applicable)

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

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

ARTICLE #124 – RETAINAGE (Not Applicable)

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

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

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

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

EXHIBIT C - Mandatory Cost Proposal or Price Sheet

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131– VALIDITY

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

ARTICLE #132 – SALES TAX EXEMPTION STATUS

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

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms: supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.

13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.

23. Each deliverable will be considered accepted at the time of delivery. During delivery, County has the right and the reasonable opportunity to inspect the equipment. County may reject the deliverable in the event that it materially deviates from its technical specifications. In the event of such rejection, Contractor will repair or replace the equipment.
24. Title to the goods shall remain with the Supplier and will not transfer to County.

25. Supplier will warrant that the Equipment, upon delivery, will be in good working condition and in compliance with the original manufacturer's specifications and in compliance with all applicable laws, regulations, and guidance. Supplier has a legal right to deliver the goods and services 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 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.
42. County shall be responsible for the care, custody, and control of the equipment while it is on rent to County.

[Signature Page Follows]

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

SUNBELT RENTALS, INC.

HALL COUNTY, GEORGIA

Digitally signed by: Ryan
Walton
DN: CN = Ryan Walton email
ryan.walton@sunbeltrentals.
com, C = AD
Date: 2024.06.06 11:50:53 -
04:00
By: _____
Print Name: Ryan Walton
Title: Contract Manager

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

Date: _____

Sworn to and subscribed before me this
_____ Day of _____, 2024

Attestment: _____
County Clerk

Approved as to Form

Notary Public: _____

William J. Linkous III, County Attorney

Notary commission expires: _____

[Locus Sigilli – Seal or Stamp]

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

SUNBELT RENTALS, INC.

HALL COUNTY, GEORGIA

Digitally signed by: Ryan
Walton
DN: GN = Ryan Walton email
/ ryan.walton@sunbeltrentals.
com, C = AD
Date: 2024.08.08 11:50:53 -
0400

By: _____
Print Name: Ryan Walton
Title: Contract Manager

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

Date: _____

Sworn to and subscribed before me this
_____ Day of _____, 2024

Attestment: _____
County Clerk

Notary Public: _____

Approved as to Form

William J. Linkous III, County Attorney

Notary commission expires: _____

[Locus Sigilli – Seal or Stamp]



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 06/10/2024

To: Richard Higgins, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached annual contract documents for:

Bid/Contract No: 44-031

Bid/Contract Name: Demand Services for Tool & Heavy Equipment Rentals

Department(s) Requesting Contract: Multiple

Award Recipient Name: M&R Rental, Sunbelt Rentals, United Rentals and National Equipment Dealers

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: N/A

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$55,000.00

Product Contract Estimated Amount: \$0

Comments: Year one (1) of a possible five (5) year contract. Finance has requested that this contract be awarded to M&R Rental, Sunbelt Rentals, United Rentals and National Equipment Dealers, to provide better pricing and availability of items with a pool of vendors from which to choose.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA



Hall County Government

FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #44-031

For the provision of

Demand Services for Tool & Heavy Equipment Rentals

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #101 - INTRODUCTION

This Contract for Demand Services for Tool & Heavy Equipment Rentals (hereinafter “Services”) as entered into on [County to enter date here], and with an Effective Date of July 1, 2024, is by and between; Hall County, Georgia (hereinafter “County”) located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and M & R Rental. (Hereinafter “Contractor”), located at 2577 Monroe Drive, Gainesville, GA 30507. Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a “Party” and collectively as the “Parties”.

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

Whereas, this Contract is the result of the competitively bid RFP #44-031, and contains the Contractor’s bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references are all incorporated herein by reference, and

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

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the RFP #44-031 and the Bidder's response.
- B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled Exhibit C – Mandatory Cost Proposal Worksheet, as incorporated herein by reference, for the lump-sum cost (including P&P Bonds and all permits if required) shown below:

Contractor is to invoice the County after substantial completion of services in arrears.

- C. Price Escalation Clause. - Reserved

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER

Zach Brackett
EMA Director
470 Crescent Drive
Gainesville, GA 30501
zbrackett@hallcounty.org
(770) 536-3132

COUNTY ISSUING OFFICER

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

CONTRACTOR'S CONTACT INFO

Kirk Smith
Branch Manager
M & R Rental
2577 Monroe Drive
Gainesville, GA 30507
kirk@mandrrental.com
(770) 532-3331

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

Until substantial and final completion of services

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in

fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

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

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

ARTICLE # 108 - TERMINATION:

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

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

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

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

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

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

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.

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

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

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

2. Immediately cease using and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

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

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

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

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

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

ARTICLE # 118-- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

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

Additional Provisions:

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

Cyber Insurance: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

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

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

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

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

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

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

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

ARTICLE # 119 – NO WAIVER:

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

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

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

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or

otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS & MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

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

C. Unsatisfactory Performance; Delay of Payment.

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

- D. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (Not Applicable)

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

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

ARTICLE #124 – RETAINAGE (Not Applicable)

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

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

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

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

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

EXHIBIT C - Mandatory Cost Proposal or Price Sheet

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131- VALIDITY

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

ARTICLE #132 – SALES TAX EXEMPTION STATUS

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

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.

6. The terms: supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.

27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to 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, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

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

COMPANY'S FULL LEGAL NAME

Crumley Brothers LLC
dba M&R Rental

HALL COUNTY, GEORGIA

By: [Signature]

By: _____

Print Name: Kirk Smith

Richard Higgins, Chairman

Title: Branch Manager

Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

Attestment: _____

22nd Day of March, 2024
2023

County Clerk

Notary Public: [Signature]

Approved as to Form

[Signature]

William J. Linkous III, County Attorney

Notary commission expires: 10/4/25

[Locus Sigilli – Seal or Stamp]





Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 06/10/2024

To: Richard Higgins, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached annual contract documents for:

Bid/Contract No: 44-031

Bid/Contract Name: Demand Services for Tool & Heavy Equipment Rentals

Department(s) Requesting Contract: Multiple

Award Recipient Name: M&R Rental, Sunbelt Rentals, United Rentals and National Equipment Dealers

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: N/A

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$55,000.00

Product Contract Estimated Amount: \$0

Comments: Year one (1) of a possible five (5) year contract. Finance has requested that this contract be awarded to M&R Rental, Sunbelt Rentals, United Rentals and National Equipment Dealers, to provide better pricing and availability of items with a pool of vendors from which to choose.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA



Hall County Government

FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #44-031

For the provision of

Demand Services for Tool & Heavy Equipment Rentals

ARTICLE #101 - INTRODUCTION

This Contract for Demand Services for Tool & Heavy Equipment Rentals (hereinafter “Services”) as entered into on [County to enter date here], and with an Effective Date of July 1, 2024, is by and between; Hall County, Georgia (hereinafter “County”) located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and United Rentals. (Hereinafter “Contractor”), located at 2350 Danbury Lane, Gainesville, GA 30507. Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a “Party” and collectively as the “Parties”.

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

Whereas, this Contract is the result of the competitively bid RFP #44-031, and contains the Contractor’s bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references are all incorporated herein by reference, and

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the RFP #44-031 and the Bidder's response.
- B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled Exhibit C – Mandatory Cost Proposal Worksheet, as incorporated herein by reference, for the lump-sum cost (including P&P Bonds and all permits if required) shown below:

Contractor is to invoice the County after substantial completion of services in arrears.

- C. Price Escalation Clause. - Reserved

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER

Zach Brackett
EMA Director
470 Crescent Drive
Gainesville, GA 30501
zbrackett@hallcounty.org
(770) 536-3132

COUNTY ISSUING OFFICER

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

CONTRACTOR'S CONTACT INFO

Kenneth Allison
Area General Manager
United Rentals
2350 Danbury Lane
Gainesville, GA 30507
govrents@ur.com
(877) 874-4468

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

Until substantial and final completion of services

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in

fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

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

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

ARTICLE # 108 - TERMINATION:

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

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

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

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

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

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

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.

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

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

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

2. Immediately cease using and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

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

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

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

ARTICLE # 118- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

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

Additional Provisions:

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

Cyber Insurance: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

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

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

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

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

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

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

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

ARTICLE # 119 – NO WAIVER:

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

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

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

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or

otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS & MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

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

C. Unsatisfactory Performance; Delay of Payment.

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

- D. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (Not Applicable)

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

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

ARTICLE #124 – RETAINAGE (Not Applicable)

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

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

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

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

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

EXHIBIT C - Mandatory Cost Proposal or Price Sheet

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131- VALIDITY

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

ARTICLE #132 – SALES TAX EXEMPTION STATUS

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

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. -Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.

6. The terms: supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.

27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to 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, 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.

¹ [Signature Page Follows]

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

COMPANY'S FULL LEGAL NAME

HALL COUNTY, GEORGIA

By: K.A. a.
Print Name: Kenneth Allison
Title: Area General Manager

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

Date: _____

Sworn to and subscribed before me this
26 Day of March, ~~2022~~ 2024

Attestment: _____
County Clerk

Notary Public: _____

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

Notary commission expires: August 29, 2025

[Locus Sigilli – Seal or Stamp]





Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 06/10/2024

To: Richard Higgins, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached annual contract documents for:

Bid/Contract No: 44-031

Bid/Contract Name: Demand Services for Tool & Heavy Equipment Rentals

Department(s) Requesting Contract: Multiple

Award Recipient Name: M&R Rental, Sunbelt Rentals, United Rentals and National Equipment Dealers

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: N/A

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$55,000.00

Product Contract Estimated Amount: \$0

Comments: Year one (1) of a possible five (5) year contract. Finance has requested that this contract be awarded to M&R Rental, Sunbelt Rentals, United Rentals and National Equipment Dealers, to provide better pricing and availability of items with a pool of vendors from which to choose.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA



Hall County Government

FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #44-031

For the provision of

Demand Services for Tool & Heavy Equipment Rentals

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #101 - INTRODUCTION

This Contract for Demand Services for Tool & Heavy Equipment Rentals (hereinafter “Services”) as entered into on [County to enter date here], and with an Effective Date of July 1, 2024, is by and between; Hall County, Georgia (hereinafter “County”) located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and National Equipment Dealers, LLC. (Hereinafter “Contractor”), located at 344 Academy Drive, Dallas, GA 30132. Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a “Party” and collectively as the “Parties”.

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

Whereas, this Contract is the result of the competitively bid RFP #44-031, and contains the Contractor’s bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references are all incorporated herein by reference, and

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

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the RFP #44-031 and the Bidder's response.
- B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled Exhibit C – Mandatory Cost Proposal Worksheet, as incorporated herein by reference, for the lump-sum cost (including P&P Bonds and all permits if required) shown below:

Contractor is to invoice the County after substantial completion of services in arrears.

- C. Price Escalation Clause. - Reserved

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER

Zach Brackett
EMA Director
470 Crescent Drive
Gainesville, GA 30501
zbrackett@hallcounty.org
(770) 536-3132

COUNTY ISSUING OFFICER

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

CONTRACTOR'S CONTACT INFO

Hunter Cole
Georgia Municipal Sales
National Equipment Dealers, LLC
344 Academy Drive
Dallas, GA 30132
hcole@nedealers.com
(678) 218-8903

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

Until substantial and final completion of services

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in

fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

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

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

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

ARTICLE # 108 - TERMINATION:

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

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

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

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

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

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

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.

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

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

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

2. Immediately cease using and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

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

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

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

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

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

ARTICLE # 118- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

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

Additional Provisions:

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

Cyber Insurance: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

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

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

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

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

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

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

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

ARTICLE # 119 – NO WAIVER:

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

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

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

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or

otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS & MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

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

C. Unsatisfactory Performance; Delay of Payment.

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

- D. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (Not Applicable)

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

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

ARTICLE #124 – RETAINAGE (Not Applicable)

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

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

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

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

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

EXHIBIT C - Mandatory Cost Proposal or Price Sheet

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131- VALIDITY

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

ARTICLE #132 – SALES TAX EXEMPTION STATUS

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

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.

6. The terms: supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.

27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to 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, 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:

National Equipment Dealers, LLC
COMPANY'S FULL LEGAL NAME

HALL COUNTY, GEORGIA

By: [Signature]
Print Name: Hunter D. Cole
Title: Municipal sales

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

Date: _____

Sworn to and subscribed before me this
22nd Day of March, 2024

Attestment: _____
County Clerk

Notary Public: Carla Waits

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

Notary commission expires: 1/21/26

[Seal or Stamp]





Hall County Government
FINANCIAL SERVICES

EXHIBIT C

RFP #44-031

Mandatory Cost Proposal Worksheet

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Company Name: Sunbelt Rentals, Inc.

Bidder's Name: Ryan Walton, Contract Manager

Bidder's Signature: 

Date: March 22, 2024

- **Instructions:** Provide an all-inclusive list of equipment. Include makes, models, list price, percentage discount factor, and the net cost for hourly, daily, weekly, and monthly rentals.

ORIGINAL

TRAFFIC SAFETY											
13_5	13	5	SOLAR ARROW BOARD	\$125.00	\$275.00	\$650.00	\$118.75	\$247.50	\$552.50	\$100.00	Flat Rate per truck
13_10	13	10	SOLAR MESSAGE BOARD LED	\$350.00	\$1,010.00	\$2,800.00	\$332.50	\$909.00	\$2,380.00	\$100.00	Flat Rate per truck
TRENCH BOX											
14_1530	14	1530	TRENCH BOX 6X12FT - 4" WALL FB	\$126.00	\$308.00	\$924.00	\$119.70	\$277.20	\$785.40	\$225.00	Flat Rate per truck
14_1680	14	1680	TRENCH BOX 8X12FT - 4" WALL KE	\$145.08	\$394.92	\$1,209.67	\$137.83	\$355.43	\$1,028.22	\$225.00	Flat Rate per truck
14_1700	14	1700	TRENCH BOX 8X16FT - 4" WALL KE	\$214.75	\$504.58	\$1,518.67	\$204.01	\$454.13	\$1,290.87	\$225.00	Flat Rate per truck
14_1740	14	1740	TRENCH BOX 8X20FT - 4" WALL KE	\$205.00	\$599.58	\$1,634.50	\$194.75	\$539.63	\$1,389.33	\$225.00	Flat Rate per truck
14_1800	14	1800	TRENCH BOX 4X20FT - 4" WALL FB	\$141.00	\$351.00	\$1,053.00	\$133.95	\$315.90	\$895.05	\$225.00	Flat Rate per truck
14_1920	14	1920	TRENCH BOX 8X24FT - 6" WALL FB	\$227.00	\$567.00	\$1,701.00	\$215.65	\$510.30	\$1,445.85	\$225.00	Flat Rate per truck
14_2400	14	2400	ALUMINUM BOX - 6X8FT	\$170.00	\$430.00	\$1,285.00	\$161.50	\$387.00	\$1,092.25	\$225.00	Flat Rate per truck
14_2420	14	2420	ALUMINUM BOX - 6X10FT	\$155.00	\$390.00	\$1,175.00	\$147.25	\$351.00	\$998.75	\$225.00	Flat Rate per truck
14_2440	14	2440	ALUMINUM BOX - 6X12FT	\$160.00	\$405.00	\$1,210.00	\$152.00	\$364.50	\$1,028.50	\$225.00	Flat Rate per truck
14_2480	14	2480	ALUMINUM BOX - 8X8FT	\$220.00	\$490.00	\$1,365.00	\$209.00	\$441.00	\$1,160.25	\$225.00	Flat Rate per truck
14_2500	14	2500	ALUMINUM BOX - 8X10FT	\$250.00	\$615.00	\$1,970.00	\$237.50	\$553.50	\$1,674.50	\$225.00	Flat Rate per truck
14_2520	14	2520	ALUMINUM BOX - 8X12FT	\$204.92	\$484.58	\$1,637.92	\$194.67	\$436.13	\$1,392.23	\$225.00	Flat Rate per truck
14_2560	14	2560	ALUMINUM BOX - 8X16FT	\$294.92	\$879.17	\$1,939.58	\$280.17	\$791.25	\$1,648.65	\$225.00	Flat Rate per truck
MIXERS											
15_130	15	130	7 CU FT GAS MORTAR MIXER TOWBEHIND	\$96.17	\$260.33	\$706.17	\$91.36	\$234.30	\$600.24	\$100.00	Flat Rate per truck
15_138	15	138	4-6 CU FT GAS CONCRETE MIXER TOWBEHIND	\$82.00	\$205.00	\$580.00	\$77.90	\$184.50	\$493.00	\$100.00	Flat Rate per truck
15_140	15	140	12 CU FT GAS MORTAR MIXER TOWBEHIND	\$92.08	\$230.33	\$680.58	\$87.48	\$207.30	\$578.50	\$100.00	Flat Rate per truck
15_150	15	150	9 CU FT GAS CONCRETE MIXER TOWBEHIND	\$103.00	\$287.00	\$790.00	\$97.85	\$258.30	\$671.50	\$100.00	Flat Rate per truck
15_155	15	155	9 CU FT GAS MORTAR MIXER TOWBEHIND	\$99.00	\$311.00	\$885.00	\$94.05	\$279.90	\$752.25	\$100.00	Flat Rate per truck
15_230	15	230	PORTABLE ELEC MIXER 3CF WHEELBARROW	\$51.00	\$212.00	\$636.00	\$48.45	\$190.80	\$540.60	\$100.00	Flat Rate per truck
15_240	15	240	PORTABLE GAS MIXER 5CF WHEELBARROW	\$26.00	\$55.08	\$165.17	\$24.70	\$49.58	\$140.39	\$100.00	Flat Rate per truck
PRESSURE WASHERS											
16_110	16	110	2000PSI GAS COLD WATER PRESSURE WASHER	\$76.92	\$199.92	\$509.58	\$73.07	\$179.93	\$433.15	\$100.00	Flat Rate per truck
16_130	16	130	2400PSI GAS COLD WATER PRESSURE WASHER	\$89.00	\$283.00	\$579.00	\$84.55	\$254.70	\$492.15	\$100.00	Flat Rate per truck
16_140	16	140	2500PSI GAS HOT WATER PRESSURE WASHER	\$165.00	\$445.00	\$1,195.00	\$156.75	\$400.50	\$1,015.75	\$100.00	Flat Rate per truck
16_210	16	210	3000PSI GAS COLD WATER PRESSURE WASHER	\$99.92	\$274.92	\$720.08	\$94.92	\$247.43	\$612.07	\$100.00	Flat Rate per truck
16_220	16	220	3000PSI GAS HOT WATER PRESSURE WASHER	\$209.67	\$544.42	\$1,442.17	\$199.18	\$489.98	\$1,225.84	\$100.00	Flat Rate per truck
16_240	16	240	3500PSI GAS COLD WATER PRESSURE WASHER	\$104.00	\$352.00	\$778.00	\$98.80	\$316.80	\$661.30	\$100.00	Flat Rate per truck
16_250	16	250	3500PSI GAS HOT WATER PRESSURE WASHER	\$170.08	\$455.08	\$1,240.58	\$161.58	\$409.58	\$1,054.50	\$100.00	Flat Rate per truck
16_260	16	260	3500PSI 20HP HOT WATER PRESSURE WASHER	\$205.00	\$530.17	\$1,550.08	\$194.75	\$477.15	\$1,317.57	\$100.00	Flat Rate per truck
16_270	16	270	3500PSI 250G TOWABLE PRESSURE WASHER HOT	\$250.00	\$625.25	\$1,685.50	\$237.50	\$562.73	\$1,432.68	\$100.00	Flat Rate per truck
16_310	16	310	4000PSI GAS COLD WATER PRESSURE WASHER	\$155.00	\$400.25	\$1,096.08	\$147.25	\$360.23	\$931.67	\$100.00	Flat Rate per truck
16_410	16	410	5000PSI GAS COLD WATER PRESSURE WASHER	\$230.08	\$725.33	\$1,800.33	\$218.58	\$652.80	\$1,530.28	\$100.00	Flat Rate per truck
16_600	16	600	2500PSI DUAL PRESSURE WASHER	\$130.00	\$380.00	\$1,090.00	\$123.50	\$342.00	\$926.50	\$100.00	Flat Rate per truck
16_615	16	615	4000PSI DUAL PRESSURE WASHER	\$137.00	\$570.00	\$1,692.00	\$130.15	\$513.00	\$1,438.20	\$100.00	Flat Rate per truck
TRENCH ROLLERS											
18_5	18	5	TRENCH ROLLER W/ REMOTE	\$470.00	\$1,050.00	\$2,400.00	\$446.50	\$945.00	\$2,040.00	\$100.00	Flat Rate per truck
SAWS											
20_15	20	15	12" ELECTRIC CUTOFF SAW	\$83.00	\$324.00	\$972.00	\$78.85	\$291.60	\$826.20	\$100.00	Flat Rate per truck
20_20	20	20	12" GAS CUTOFF SAW	\$46.00	\$110.17	\$325.33	\$43.70	\$99.15	\$276.53	\$100.00	Flat Rate per truck
20_40	20	40	14" ELECTRIC CUTOFF SAW	\$59.00	\$260.00	\$556.00	\$56.05	\$234.00	\$472.60	\$100.00	Flat Rate per truck
20_50	20	50	14" GAS CUTOFF SAW	\$70.00	\$239.00	\$618.00	\$66.50	\$215.10	\$525.30	\$100.00	Flat Rate per truck
20_90	20	90	GAS CUT & BREAK SAW	\$67.00	\$170.00	\$460.00	\$63.65	\$153.00	\$391.00	\$100.00	Flat Rate per truck
20_95	20	95	ELECTRIC CUT & BREAK SAW	\$65.00	\$195.00	\$580.00	\$61.75	\$175.50	\$493.00	\$100.00	Flat Rate per truck
20_120	20	120	14"-18" CONCRETE CHAINSAW POWER HEAD	\$89.00	\$256.00	\$714.00	\$84.55	\$230.40	\$606.90	\$100.00	Flat Rate per truck
20_215	20	215	6" GREEN CONCRETE SAW GAS	\$135.00	\$405.00	\$1,215.00	\$128.25	\$364.50	\$1,032.75	\$100.00	Flat Rate per truck
20_230	20	230	10" SELF-PRO GREEN CONCRETE SAW GAS	\$270.08	\$740.00	\$2,193.25	\$256.58	\$666.00	\$1,864.26	\$100.00	Flat Rate per truck
20_310	20	310	14" FLOOR SAW GAS	\$99.00	\$253.00	\$653.00	\$94.05	\$227.70	\$555.05	\$100.00	Flat Rate per truck
20_325	20	325	18" FLOOR SAW 230V ELECTRIC	\$77.08	\$215.08	\$580.50	\$73.23	\$193.58	\$493.43	\$100.00	Flat Rate per truck
20_326	20	326	18" FLOOR SAW GAS	\$217.00	\$325.00	\$748.00	\$206.15	\$292.50	\$635.80	\$100.00	Flat Rate per truck

20_350	20	350	13HP - 20HP SELF-PROPELLED FLOOR SAW GAS	\$150.00	\$419.92	\$901.00	\$142.50	\$377.93	\$765.85	\$100.00	Flat Rate per truck
20_440	20	440	35HP-48HP FLOOR SAW DIESEL	\$160.00	\$425.00	\$1,180.00	\$152.00	\$382.50	\$1,003.00	\$100.00	Flat Rate per truck
20_540	20	540	74HP FLOOR SAW DIESEL 20" - 36" GUARD	\$205.00	\$510.00	\$1,530.00	\$194.75	\$459.00	\$1,300.50	\$100.00	Flat Rate per truck
20_610	20	610	7" TILE SAW ELECTRIC	\$29.00	\$240.00	\$600.00	\$27.55	\$216.00	\$510.00	\$100.00	Flat Rate per truck
20_615	20	615	10" RAIL TILE SAW ELECTRIC	\$76.00	\$209.92	\$530.00	\$72.20	\$188.93	\$450.50	\$100.00	Flat Rate per truck
20_620	20	620	10" TILE SAW ELECTRIC	\$74.00	\$280.00	\$700.00	\$70.30	\$252.00	\$595.00	\$100.00	Flat Rate per truck
20_640	20	640	14" BRICK / MASONRY SAW ELECTRIC	\$89.00	\$175.00	\$485.00	\$84.55	\$157.50	\$412.25	\$100.00	Flat Rate per truck
20_650	20	650	14" BRICK / MASONRY SAW GAS	\$61.00	\$175.00	\$524.75	\$57.95	\$157.50	\$446.04	\$100.00	Flat Rate per truck
ROLLER RIDE-ON											
22_120	22	120	36" DOUBLE DRUM RIDE-ON ROLLER	\$314.00	\$765.00	\$1,714.25	\$298.30	\$688.50	\$1,457.11	\$100.00	Flat Rate per truck
22_140	22	140	47" DOUBLE DRUM RIDE-ON ROLLER DIESEL	\$375.00	\$901.00	\$2,330.17	\$356.25	\$810.90	\$1,980.64	\$100.00	Flat Rate per truck
22_240	22	240	54" SMOOTH DRUM RIDE-ON ROLLER DIESEL	\$260.00	\$905.00	\$2,710.00	\$247.00	\$814.50	\$2,303.50	\$100.00	Flat Rate per truck
22_250	22	250	54" PADFOOT RIDE-ON ROLLER DIESEL	\$285.00	\$1,000.00	\$3,000.00	\$270.75	\$900.00	\$2,550.00	\$100.00	Flat Rate per truck
22_260	22	260	66" SMOOTH DRUM RIDE-ON ROLLER DIESEL	\$310.00	\$1,085.00	\$3,260.00	\$294.50	\$976.50	\$2,771.00	\$180.00	Flat Rate per truck
22_270	22	270	66" PADFOOT RIDE-ON ROLLER DIESEL	\$600.00	\$1,600.00	\$3,750.00	\$570.00	\$1,440.00	\$3,187.50	\$180.00	Flat Rate per truck
22_280	22	280	84" SMOOTH DRUM RIDE-ON ROLLER DIESEL	\$650.00	\$1,700.00	\$4,000.00	\$617.50	\$1,530.00	\$3,400.00	\$180.00	Flat Rate per truck
22_290	22	290	84" PADFOOT RIDE-ON ROLLER DIESEL	\$700.00	\$1,900.00	\$4,500.00	\$665.00	\$1,710.00	\$3,825.00	\$180.00	Flat Rate per truck
22_300	22	300	84" SMOOTH DRUM RIDE-ON ROLLER CAB	\$675.00	\$1,795.00	\$4,250.00	\$641.25	\$1,615.50	\$3,612.50	\$180.00	Flat Rate per truck
TRAILERS											
24_1030	24	1030	14'DECK TANDEM AXLE TRAILER <10K#	\$89.92	\$294.67	\$704.25	\$85.42	\$265.20	\$598.61	\$100.00	Flat Rate per truck
24_1040	24	1040	18'DECK TANDEM AXLE TRAILER < 10K#	\$84.00	\$270.00	\$640.00	\$79.80	\$243.00	\$544.00	\$100.00	Flat Rate per truck
24_1102	24	1102	12'DECK SINGLE AXLE TILT TRAILER < 10K#	\$63.00	\$170.00	\$495.00	\$59.85	\$153.00	\$420.75	\$100.00	Flat Rate per truck
24_1125	24	1125	16'DECK TANDEM AXLE TILT TRAILER < 10K#	\$74.00	\$215.00	\$605.00	\$70.30	\$193.50	\$514.25	\$100.00	Flat Rate per truck
24_1130	24	1130	18'DECK TANDEM AXLE TILT TRAILER < 10K#	\$100.00	\$305.00	\$785.00	\$95.00	\$274.50	\$667.25	\$100.00	Flat Rate per truck
24_1230	24	1230	18'DECK TANDEM AXLE TILT TRAILER > 10K#	\$100.00	\$305.00	\$785.00	\$95.00	\$274.50	\$667.25	\$100.00	Flat Rate per truck
24_1500	24	1500	6'-8' UTILITY SINGLE AXLE TRAILER < 10K#	\$40.00	\$120.00	\$325.00	\$38.00	\$108.00	\$276.25	\$100.00	Flat Rate per truck
24_1505	24	1505	10' UTILITY SINGLE AXLE TRAILER < 10K#	\$40.00	\$120.00	\$325.00	\$38.00	\$108.00	\$276.25	\$100.00	Flat Rate per truck
24_1520	24	1520	10' UTILITY TANDEM TRAILER < 10K#	\$58.50	\$149.00	\$436.83	\$55.58	\$134.10	\$371.31	\$100.00	Flat Rate per truck
24_1525	24	1525	12' UTILITY TANDEM AXLE TRAILER < 10K#	\$52.00	\$133.08	\$396.17	\$49.40	\$119.78	\$336.74	\$100.00	Flat Rate per truck
24_1700	24	1700	8-9' LIFT BED SINGLE AXLE TRAILER < 10K#	\$85.00	\$225.00	\$550.00	\$80.75	\$202.50	\$467.50	\$100.00	Flat Rate per truck
24_1705	24	1705	10' LIFT BED SINGLE AXLE TRAILER < 10K#	\$85.00	\$225.00	\$550.00	\$80.75	\$202.50	\$467.50	\$100.00	Flat Rate per truck
24_1710	24	1710	12' LIFT BED SINGLE AXLE TRAILER < 10K#	\$85.00	\$225.00	\$550.00	\$80.75	\$202.50	\$467.50	\$100.00	Flat Rate per truck
24_1715	24	1715	10' LIFT BED TANDEM AXLE TRAILER < 10K#	\$110.00	\$300.00	\$850.00	\$104.50	\$270.00	\$722.50	\$100.00	Flat Rate per truck
24_1725	24	1725	14-16'LIFT BED TANDEM AXLE TRAILER > 10K	\$110.00	\$300.00	\$850.00	\$104.50	\$270.00	\$722.50	\$100.00	Flat Rate per truck
24_1805	24	1805	2 YARD SINGLE AXLE DUMP TRAILER < 10K#	\$100.00	\$250.00	\$750.00	\$95.00	\$225.00	\$637.50	\$100.00	Flat Rate per truck
24_1810	24	1810	4 YARD TANDEM AXLE DUMP TRAILER < 10K#	\$175.00	\$475.00	\$1,200.00	\$166.25	\$427.50	\$1,020.00	\$100.00	Flat Rate per truck
TROWELS											
25_110	25	110	24" EDGING CONCRETE POWER TROWEL	\$56.00	\$140.17	\$415.33	\$53.20	\$126.15	\$353.03	\$100.00	Flat Rate per truck
25_130	25	130	36" WALK BEHIND CONCRETE POWER TROWEL	\$89.00	\$195.33	\$570.92	\$84.55	\$175.80	\$485.28	\$100.00	Flat Rate per truck
25_150	25	150	48" WALK BEHIND CONCRETE POWER TROWEL	\$114.92	\$275.00	\$655.75	\$109.17	\$247.50	\$557.39	\$100.00	Flat Rate per truck
25_210	25	210	36"-6' RIDE-ON TROWEL MECHANICAL DRIVE	\$159.92	\$479.67	\$1,348.92	\$151.92	\$431.70	\$1,146.58	\$100.00	Flat Rate per truck
25_230	25	230	48"-8' RIDE-ON TROWEL MECHANICAL DRIVE	\$280.00	\$750.00	\$1,925.00	\$266.00	\$675.00	\$1,636.25	\$100.00	Flat Rate per truck
25_310	25	310	POWER HAND SCREED GAS	\$110.08	\$290.08	\$800.00	\$104.58	\$261.08	\$680.00	\$100.00	Flat Rate per truck
WELDERS											
27_10	27	10	170 AMP PORTABLE GAS WELDER	\$94.00	\$275.00	\$655.00	\$89.30	\$247.50	\$556.75	\$100.00	Flat Rate per truck
27_50	27	50	250 AMP CC/CV GAS WELDER	\$120.00	\$310.00	\$775.00	\$114.00	\$279.00	\$658.75	\$100.00	Flat Rate per truck
27_60	27	60	250 AMP CC/CV LP WELDER	\$120.00	\$310.00	\$775.00	\$114.00	\$279.00	\$658.75	\$100.00	Flat Rate per truck
27_75	27	75	300 AMP CC/CV GAS WELDER	\$150.00	\$350.00	\$825.00	\$142.50	\$315.00	\$701.25	\$100.00	Flat Rate per truck
27_77	27	77	300 AMP CC/CV LP WELDER	\$150.00	\$350.00	\$825.00	\$142.50	\$315.00	\$701.25	\$100.00	Flat Rate per truck
27_80	27	80	300 AMP CC/CV DIESEL WELDER	\$150.00	\$350.00	\$825.00	\$142.50	\$315.00	\$701.25	\$100.00	Flat Rate per truck
27_110	27	110	400 AMP CC/CV DIESEL WELDER	\$175.00	\$400.00	\$875.00	\$166.25	\$360.00	\$743.75	\$100.00	Flat Rate per truck
27_130	27	130	400 AMP DUAL OPERATOR WELDER	\$190.00	\$425.00	\$900.00	\$180.50	\$382.50	\$765.00	\$100.00	Flat Rate per truck
27_150	27	150	500 AMP CC/CV DIESEL WELDER	\$190.00	\$425.00	\$900.00	\$180.50	\$382.50	\$765.00	\$100.00	Flat Rate per truck
27_170	27	170	600 AMP CC/CV DIESEL WELDER	\$190.00	\$450.00	\$1,010.00	\$180.50	\$405.00	\$858.50	\$100.00	Flat Rate per truck

32_430	32	430	DUST EXTRACTOR 230V 250-360CFM	\$165.00	\$525.00	\$1,320.00	\$156.75	\$472.50	\$1,122.00	\$100.00	Flat Rate per truck
32_440	32	440	DUST EXTRACTOR 460V 700-1200CFM	\$165.00	\$460.00	\$1,285.00	\$156.75	\$414.00	\$1,092.25	\$100.00	Flat Rate per truck
32_500	32	500	AIR POWERED GROUT PUMP 5GPM	\$105.00	\$330.00	\$615.00	\$99.75	\$297.00	\$522.75	\$100.00	Flat Rate per truck
32_510	32	510	DOWEL DRILL ON GRADE 1 DRILL	\$165.00	\$575.00	\$1,610.00	\$156.75	\$517.50	\$1,368.50	\$100.00	Flat Rate per truck
32_520	32	520	DOWEL DRILL SLAB RIDER 1 DRILL	\$165.00	\$575.00	\$1,610.00	\$156.75	\$517.50	\$1,368.50	\$100.00	Flat Rate per truck
32_530	32	530	DOWEL DRILL ON GRADE 2 DRILL	\$215.00	\$920.00	\$2,570.00	\$204.25	\$828.00	\$2,184.50	\$100.00	Flat Rate per truck
32_540	32	540	DOWEL DRILL SLAB RIDER 2 DRILL	\$430.00	\$1,200.00	\$3,500.00	\$408.50	\$1,080.00	\$2,975.00	\$100.00	Flat Rate per truck
32_605	32	605	1/2 YARD CONCRETE BUCKET	\$56.00	\$140.00	\$395.00	\$53.20	\$126.00	\$335.75	\$100.00	Flat Rate per truck
32_610	32	610	3/4 YARD CONCRETE BUCKET	\$70.92	\$165.00	\$455.00	\$67.37	\$148.50	\$386.75	\$100.00	Flat Rate per truck
32_615	32	615	1-1.9 YARD CONCRETE BUCKET	\$73.00	\$185.00	\$480.08	\$69.35	\$166.50	\$408.07	\$100.00	Flat Rate per truck
32_620	32	620	2-2.9 YARD CONCRETE BUCKET	\$87.00	\$249.92	\$640.08	\$82.65	\$224.93	\$544.07	\$100.00	Flat Rate per truck
32_625	32	625	3-3.9 YARD CONCRETE BUCKET	\$119.92	\$260.00	\$725.00	\$113.92	\$234.00	\$616.25	\$100.00	Flat Rate per truck
32_710	32	710	CORE DRILL HAND HELD 2 SPEED	\$66.00	\$160.00	\$505.00	\$62.70	\$144.00	\$429.25	\$100.00	Flat Rate per truck
32_720	32	720	CORE DRILL HAND HELD 3 SPEED	\$120.00	\$496.00	\$1,488.00	\$114.00	\$446.40	\$1,264.80	\$100.00	Flat Rate per truck
32_726	32	726	WATER RECYCLING UNIT FOR CORE DRILL	\$52.00	\$215.00	\$425.00	\$49.40	\$193.50	\$361.25	\$100.00	Flat Rate per truck
32_728	32	728	WATER TANK	\$20.00	\$61.00	\$182.00	\$19.00	\$54.90	\$154.70	\$100.00	Flat Rate per truck
32_730	32	730	CORE DRILL RIG 2 SPEED 20 AMP	\$105.08	\$265.33	\$760.33	\$99.83	\$238.80	\$646.28	\$100.00	Flat Rate per truck
32_740	32	740	CORE DRILL RIG 3 SPEED	\$128.00	\$431.00	\$1,114.00	\$121.60	\$387.90	\$946.90	\$100.00	Flat Rate per truck
32_741	32	741	CORE DRILL RIG 4 SPEED	\$133.00	\$425.00	\$1,175.00	\$126.35	\$382.50	\$998.75	\$100.00	Flat Rate per truck
32_770	32	770	REBAR BENDER ELECTRIC	\$100.08	\$280.08	\$710.67	\$95.08	\$252.08	\$604.07	\$100.00	Flat Rate per truck
32_780	32	780	REBAR CUTTER ELECTRIC	\$51.00	\$144.92	\$360.17	\$48.45	\$130.43	\$306.14	\$100.00	Flat Rate per truck
32_810	32	810	CONCRETE VIBRATOR 1HP-2HP	\$51.00	\$243.00	\$497.00	\$48.45	\$218.70	\$422.45	\$100.00	Flat Rate per truck
32_820	32	820	CONCRETE VIBRATOR 3HP	\$74.92	\$199.83	\$519.83	\$71.17	\$179.85	\$441.86	\$100.00	Flat Rate per truck
32_830	32	830	CONCRETE VIBRATOR HIGH CYCLE 1 1/2"	\$87.00	\$245.00	\$340.00	\$82.65	\$220.50	\$289.00	\$100.00	Flat Rate per truck
32_840	32	840	CONCRETE VIBRATOR HIGH CYCLE 1 3/4"	\$104.92	\$259.83	\$774.33	\$99.67	\$233.85	\$658.18	\$100.00	Flat Rate per truck
32_850	32	850	CONCRETE VIBRATOR HIGH CYCLE 2 1/4"	\$104.92	\$240.00	\$675.00	\$99.67	\$216.00	\$573.75	\$100.00	Flat Rate per truck
32_860	32	860	CONCRETE VIBRATOR GAS BACKPACK	\$76.92	\$194.92	\$579.50	\$73.07	\$175.43	\$492.58	\$100.00	Flat Rate per truck
32_890	32	890	CONCRETE VIBRATOR AIR POWERED 3 1/4"	\$55.92	\$134.92	\$404.67	\$53.12	\$121.43	\$343.97	\$100.00	Flat Rate per truck
32_970	32	970	CONCRETE CURBER	\$215.00	\$644.67	\$1,928.42	\$204.25	\$580.20	\$1,639.15	\$100.00	Flat Rate per truck
32_990	32	990	DROP DEMOLITION HAMMER	\$215.00	\$644.67	\$1,928.42	\$204.25	\$580.20	\$1,639.15	\$100.00	Flat Rate per truck
COMPACT EXCAVATORS											
35_110	35	110	2,000LB MINI EXCAVATOR	\$300.00	\$915.00	\$1,865.00	\$285.00	\$823.50	\$1,585.25	\$100.00	Flat Rate per truck
35_120	35	120	3,500LB MINI EXCAVATOR	\$360.00	\$1,050.00	\$2,125.00	\$342.00	\$945.00	\$1,806.25	\$100.00	Flat Rate per truck
35_123	35	123	2,000LB ELEC PLUG IN ONLY MINI EXCAVATOR	\$420.00	\$1,050.00	\$2,800.00	\$399.00	\$945.00	\$2,380.00	\$100.00	Flat Rate per truck
35_124	35	124	3,500LB ELEC/PLUG IN MINI EXCAVATOR	\$520.00	\$1,550.00	\$4,750.00	\$494.00	\$1,395.00	\$4,037.50	\$100.00	Flat Rate per truck
35_125	35	125	3,500LB MINI EXCAVATOR CAB	\$342.00	\$1,022.92	\$2,155.92	\$324.90	\$920.63	\$1,832.53	\$100.00	Flat Rate per truck
35_130	35	130	6,000LB MINI EXCAVATOR	\$425.00	\$1,150.00	\$2,450.00	\$403.75	\$1,035.00	\$2,082.50	\$100.00	Flat Rate per truck
35_135	35	135	6,000LB MINI EXCAVATOR CAB	\$440.00	\$1,175.00	\$2,525.00	\$418.00	\$1,057.50	\$2,146.25	\$100.00	Flat Rate per truck
35_140	35	140	7,500LB MINI EXCAVATOR	\$475.00	\$1,195.00	\$2,525.00	\$451.25	\$1,075.50	\$2,146.25	\$100.00	Flat Rate per truck
35_145	35	145	7,500LB MINI EXCAVATOR CAB	\$490.00	\$1,225.00	\$2,600.00	\$465.50	\$1,102.50	\$2,210.00	\$100.00	Flat Rate per truck
35_147	35	147	9,500LB MINI EXCAVATOR	\$495.00	\$1,275.00	\$2,700.00	\$470.25	\$1,147.50	\$2,295.00	\$100.00	Flat Rate per truck
35_148	35	148	9,500LB MINI EXCAVATOR CAB	\$510.00	\$1,300.00	\$2,775.00	\$484.50	\$1,170.00	\$2,358.75	\$100.00	Flat Rate per truck
35_150	35	150	11,000LB MINI EXCAVATOR	\$505.00	\$1,475.00	\$3,125.00	\$479.75	\$1,327.50	\$2,656.25	\$100.00	Flat Rate per truck
35_155	35	155	11,000LB MINI EXCAVATOR CAB	\$515.00	\$1,550.00	\$3,225.00	\$489.25	\$1,395.00	\$2,741.25	\$100.00	Flat Rate per truck
35_156	35	156	13,000LB MINI EXCAVATOR	\$515.00	\$1,525.00	\$3,175.00	\$489.25	\$1,372.50	\$2,698.75	\$100.00	Flat Rate per truck
35_157	35	157	13,000LB MINI EXCAVATOR CAB	\$525.00	\$1,575.00	\$3,300.00	\$498.75	\$1,417.50	\$2,805.00	\$100.00	Flat Rate per truck
35_180	35	180	18,500LB MINI EXCAVATOR CAB	\$640.00	\$1,850.00	\$4,050.00	\$608.00	\$1,665.00	\$3,442.50	\$180.00	Flat Rate per truck
35_742	35	742	42" HYD TILTING GRADING BUCKET	\$155.00	\$460.00	\$1,375.00	\$147.25	\$414.00	\$1,168.75	\$100.00	Flat Rate per truck
35_748	35	748	48" HYD TILTING GRADING BUCKET	\$165.00	\$510.00	\$1,530.00	\$156.75	\$459.00	\$1,300.50	\$100.00	Flat Rate per truck
35_800	35	800	POWER TILT EXC ATTACHMENT	\$110.00	\$329.83	\$984.17	\$104.50	\$296.85	\$836.54	\$100.00	Flat Rate per truck
35_900	35	900	VIBRATORY PLATE FOR MINI EXCAVATOR	\$85.00	\$255.00	\$745.00	\$80.75	\$229.50	\$633.25	\$100.00	Flat Rate per truck
FANS/BLOWERS/VACUUMS											
36_130	36	130	24"-48" HIGH VOLUME FAN 115V	\$64.00	\$178.00	\$465.17	\$60.80	\$160.20	\$395.39	\$130.00	Flat Rate per truck
36_235	36	235	24"-30" OSCILLATING EVAP FAN - SMALL AREA	\$185.00	\$425.17	\$926.42	\$175.75	\$382.65	\$787.45	\$130.00	Flat Rate per truck

36_240	36	240	24"-30"OSCILLATING EVAP FAN - LARGE AREA	\$228.00	\$495.42	\$1,050.92	\$216.60	\$445.88	\$893.28	\$130.00	Flat Rate per truck
36_410	36	410	36" EVAP COOLING FAN 12500CFM 115V	\$225.00	\$497.00	\$932.00	\$213.75	\$447.30	\$792.20	\$130.00	Flat Rate per truck
TRENCHERS											
37_5	37	5	12"/13" WALK BEHIND TRENCHER	\$126.00	\$519.33	\$935.17	\$119.70	\$467.40	\$794.89	\$100.00	Flat Rate per truck
37_10	37	10	24" WALK BEHIND TRENCHER	\$225.00	\$664.75	\$1,495.00	\$213.75	\$598.28	\$1,270.75	\$100.00	Flat Rate per truck
37_16	37	16	36" WALK BEHIND TRENCHER	\$255.00	\$609.42	\$1,514.83	\$242.25	\$548.48	\$1,287.61	\$100.00	Flat Rate per truck
37_20	37	20	48" WALK BEHIND TRENCHER	\$200.00	\$595.00	\$1,760.00	\$190.00	\$535.50	\$1,496.00	\$100.00	Flat Rate per truck
37_35	37	35	RIDE ON TRENCHER 24HP	\$310.50	\$920.50	\$2,451.42	\$294.98	\$828.45	\$2,083.70	\$100.00	Flat Rate per truck
37_40	37	40	RIDE ON TRENCHER 35HP-49HP	\$430.00	\$1,139.50	\$2,551.33	\$408.50	\$1,025.55	\$2,168.63	\$100.00	Flat Rate per truck
37_41	37	41	RIDE ON TRENCHER 35HP-49HP W/BACKHOE	\$430.00	\$1,150.00	\$3,375.00	\$408.50	\$1,035.00	\$2,868.75	\$100.00	Flat Rate per truck
37_45	37	45	55-69HP TRENCHER W/ROCKWHEEL	\$620.00	\$2,165.00	\$6,500.00	\$589.00	\$1,948.50	\$5,525.00	\$100.00	Flat Rate per truck
37_47	37	47	RIDE ON TRENCHER 75HP-89HP	\$630.00	\$2,200.00	\$6,600.00	\$598.50	\$1,980.00	\$5,610.00	\$100.00	Flat Rate per truck
37_63	37	63	109-130HP TRENCHER W/ROCKWHEEL	\$745.00	\$2,600.00	\$7,800.00	\$707.75	\$2,340.00	\$6,630.00	\$100.00	Flat Rate per truck
37_80	37	80	24" TRACK TRENCHER WALK BEHIND	\$240.00	\$675.33	\$1,764.75	\$228.00	\$607.80	\$1,500.04	\$100.00	Flat Rate per truck
37_85	37	85	36" TRACK TRENCHER WALK BEHIND	\$285.00	\$770.08	\$1,759.75	\$270.75	\$693.08	\$1,495.79	\$100.00	Flat Rate per truck
37_1000	37	1000	BACKFILL BLADE ATTACHMENT FOR TRENCHER	\$30.00	\$80.00	\$230.00	\$28.50	\$72.00	\$195.50	\$100.00	Flat Rate per truck
37_1100	37	1100	SMALL PILE DRIVER- 20' MAST REMOTE CONTR	\$2,285.00	\$8,000.00	\$20,000.00	\$2,170.75	\$7,200.00	\$17,000.00	\$100.00	Flat Rate per truck
CHIPPERS/STUMP GRINDER											
39_45	39	45	SMALL CHIPPER/MULCHER	\$100.00	\$388.00	\$1,164.00	\$95.00	\$349.20	\$989.40	\$100.00	Flat Rate per truck
39_50	39	50	6" CHIPPER	\$298.00	\$845.00	\$2,090.00	\$283.10	\$760.50	\$1,776.50	\$100.00	Flat Rate per truck
39_55	39	55	9" CHIPPER	\$220.33	\$725.33	\$1,792.00	\$209.32	\$652.80	\$1,523.20	\$100.00	Flat Rate per truck
39_60	39	60	12" CHIPPER	\$555.00	\$1,550.00	\$4,205.00	\$527.25	\$1,395.00	\$3,574.25	\$100.00	Flat Rate per truck
39_63	39	63	15" CHIPPER	\$660.00	\$2,310.00	\$5,130.00	\$627.00	\$2,079.00	\$4,360.50	\$100.00	Flat Rate per truck
39_70	39	70	W/B STUMP GRINDER	\$138.00	\$570.00	\$1,500.00	\$131.10	\$513.00	\$1,275.00	\$100.00	Flat Rate per truck
39_75	39	75	STUMP GRINDER 25HP-30HP	\$340.00	\$1,025.00	\$2,635.00	\$323.00	\$922.50	\$2,239.75	\$100.00	Flat Rate per truck
39_76	39	76	STUMP GRINDER TRACK 31HP-40HP	\$415.00	\$1,545.00	\$3,265.00	\$394.25	\$1,390.50	\$2,775.25	\$100.00	Flat Rate per truck
39_78	39	78	STUMP GRINDER TRACK 25HP-30HP	\$318.00	\$1,020.00	\$2,550.00	\$302.10	\$918.00	\$2,167.50	\$100.00	Flat Rate per truck
SWEPPER INDUSTRIAL											
40_31	40	31	SWEPPER COMPACT RIDE-ON BATTERY	\$375.00	\$995.00	\$2,295.00	\$356.25	\$895.50	\$1,950.75	\$130.00	Flat Rate per truck
40_35	40	35	SWEPPER MID-SIZED RIDE-ON LP	\$545.00	\$1,695.00	\$3,395.00	\$517.75	\$1,525.50	\$2,885.75	\$130.00	Flat Rate per truck
40_37	40	37	SWEPPER FULL-SIZED RIDE-ON LP	\$655.00	\$2,035.00	\$3,795.00	\$622.25	\$1,831.50	\$3,225.75	\$130.00	Flat Rate per truck
40_100	40	100	SCRUBBER MICRO W/B CORDED	\$130.00	\$270.00	\$580.00	\$123.50	\$243.00	\$493.00	\$130.00	Flat Rate per truck
40_103	40	103	SCRUBBER MICRO W/B BATTERY	\$145.00	\$360.00	\$870.00	\$137.75	\$324.00	\$739.50	\$130.00	Flat Rate per truck
40_104	40	104	SCRUBBER MOP W/B BATTERY	\$175.00	\$420.00	\$850.00	\$166.25	\$378.00	\$722.50	\$130.00	Flat Rate per truck
40_110	40	110	SCRUBBER W/B 20" PATH BATTERY	\$250.00	\$665.00	\$1,165.00	\$237.50	\$598.50	\$990.25	\$130.00	Flat Rate per truck
40_118	40	118	SCRUBBER W/B MIDSIZE 28"	\$300.00	\$815.00	\$1,695.00	\$285.00	\$733.50	\$1,440.75	\$130.00	Flat Rate per truck
40_120	40	120	SCRUBBER W/B 32" PATH BATTERY	\$315.00	\$975.00	\$2,245.00	\$299.25	\$877.50	\$1,908.25	\$130.00	Flat Rate per truck
40_200	40	200	SCRUBBER MICRO RIDE-ON BATTERY	\$415.00	\$1,095.00	\$2,350.00	\$394.25	\$985.50	\$1,997.50	\$130.00	Flat Rate per truck
40_210	40	210	SCRUBBER MID-FRAME RIDE-ON BATTERY	\$580.00	\$1,695.00	\$3,395.00	\$551.00	\$1,525.50	\$2,885.75	\$130.00	Flat Rate per truck
40_220	40	220	SCRUBBER INDUSTRIAL RIDE-ON LPG	\$690.00	\$2,240.00	\$5,295.00	\$655.50	\$2,016.00	\$4,500.75	\$130.00	Flat Rate per truck
40_230	40	230	SWEPPER/SCRUBBER INDUSTRIAL RIDE-ON LPG	\$770.00	\$2,405.00	\$5,495.00	\$731.50	\$2,164.50	\$4,670.75	\$130.00	Flat Rate per truck
PUMP SMALL											
43_10	43	10	3/4" SUBMERSIBLE PUMP	\$21.00	\$66.00	\$160.00	\$19.95	\$59.40	\$136.00	\$100.00	Flat Rate per truck
43_110	43	110	SUBMERSIBLE PUMP FLOOR LEVEL INTAKE	\$40.00	\$100.00	\$284.92	\$38.00	\$90.00	\$242.18	\$100.00	Flat Rate per truck
43_120	43	120	2" 1/2HP SUBMERSIBLE DEWATERING PUMP	\$48.00	\$188.00	\$564.00	\$45.60	\$169.20	\$479.40	\$100.00	Flat Rate per truck
43_130	43	130	2" 1/2HP SUBMERSIBLE TRASH PUMP	\$40.00	\$110.00	\$289.92	\$38.00	\$99.00	\$246.43	\$100.00	Flat Rate per truck
43_140	43	140	2" 1/2HP SUBMERSIBLE PUMP AUTO FLOAT	\$41.00	\$110.00	\$290.00	\$38.95	\$99.00	\$246.50	\$100.00	Flat Rate per truck
43_150	43	150	2" 1HP SUBMERSIBLE DEWATERING PUMP	\$54.00	\$210.00	\$475.00	\$51.30	\$189.00	\$403.75	\$100.00	Flat Rate per truck
43_160	43	160	2" 1HP SUBMERSIBLE TRASH PUMP	\$46.00	\$115.00	\$305.00	\$43.70	\$103.50	\$259.25	\$100.00	Flat Rate per truck
43_161	43	161	2" 1HP SUBMERSIBLE TRASH PUMP W/FLOAT	\$18.00	\$52.00	\$155.00	\$17.10	\$46.80	\$131.75	\$100.00	Flat Rate per truck
43_170	43	170	3" 2HP SUBMERSIBLE DEWATERING PUMP 115V	\$64.00	\$175.08	\$485.00	\$60.80	\$157.58	\$412.25	\$100.00	Flat Rate per truck
43_175	43	175	3" 3HP SUBMERSIBLE DEWATERING PUMP 220V	\$105.00	\$260.00	\$850.00	\$99.75	\$234.00	\$722.50	\$100.00	Flat Rate per truck
43_210	43	210	2" GAS TRASH PUMP	\$78.00	\$243.00	\$521.00	\$74.10	\$218.70	\$442.85	\$100.00	Flat Rate per truck
43_220	43	220	2" GAS TRASH PUMP HIGH PRESSURE	\$61.00	\$145.00	\$475.00	\$57.95	\$130.50	\$403.75	\$100.00	Flat Rate per truck

43_230	43	230 3" GAS TRASH PUMP	\$87.00	\$340.00	\$705.00	\$82.65	\$306.00	\$599.25	\$100.00	Flat Rate per truck
43_240	43	240 4" GAS TRASH PUMP	\$115.08	\$404.92	\$865.83	\$109.33	\$364.43	\$735.96	\$100.00	Flat Rate per truck
43_250	43	250 1" CENTRIFUGAL PUMP	\$20.00	\$52.08	\$160.08	\$19.00	\$46.88	\$136.07	\$100.00	Flat Rate per truck
43_260	43	260 2" CENTRIFUGAL PUMP	\$56.00	\$139.92	\$350.00	\$53.20	\$125.93	\$297.50	\$100.00	Flat Rate per truck
43_270	43	270 3" CENTRIFUGAL PUMP	\$55.08	\$152.50	\$415.25	\$52.33	\$137.25	\$352.96	\$100.00	Flat Rate per truck
43_310	43	310 2" GAS DIAPHRAGM PUMP	\$47.00	\$135.00	\$365.00	\$44.65	\$121.50	\$310.25	\$100.00	Flat Rate per truck
43_312	43	312 2" PNEUMATIC DIAPHRAGM PUMP	\$41.00	\$105.08	\$315.25	\$38.95	\$94.57	\$267.96	\$100.00	Flat Rate per truck
43_320	43	320 3" GAS DIAPHRAGM PUMP	\$85.00	\$230.08	\$589.58	\$80.75	\$207.08	\$501.15	\$100.00	Flat Rate per truck
43_330	43	330 3" ELECTRIC DIAPHRAGM PUMP	\$41.00	\$105.08	\$315.25	\$38.95	\$94.57	\$267.96	\$100.00	Flat Rate per truck
43_380	43	380 4" SUBMERSIBLE PUMP	\$120.25	\$355.75	\$1,067.00	\$114.24	\$320.18	\$906.95	\$100.00	Flat Rate per truck
43_400	43	400 HYDROSTATIC TEST PUMP MANUAL 1500PSI	\$60.00	\$150.00	\$450.00	\$57.00	\$135.00	\$382.50	\$100.00	Flat Rate per truck
43_410	43	410 HYDROSTATIC TEST PUMP ELECT 3GPM 500PSI	\$71.00	\$190.00	\$530.25	\$67.45	\$171.00	\$450.71	\$100.00	Flat Rate per truck
43_420	43	420 HYDROSTATIC TEST PUMP GAS 9GPM 500PSI	\$120.08	\$325.08	\$889.92	\$114.08	\$292.58	\$756.43	\$100.00	Flat Rate per truck
43_430	43	430 HYDROSTATIC TEST PUMP GAS 32GPM 300PSI	\$95.08	\$255.08	\$710.00	\$90.33	\$229.58	\$603.50	\$100.00	Flat Rate per truck
43_440	43	440 HYDROSTATIC TEST PUMP PNEUMATIC 10K PSI	\$92.00	\$274.92	\$659.92	\$87.40	\$247.43	\$560.93	\$100.00	Flat Rate per truck
MATERIAL HANDLING										
44_1	44	1 PALLET TRUCK	\$59.00	\$170.00	\$420.00	\$56.05	\$153.00	\$357.00	\$100.00	Flat Rate per truck
44_2	44	2 PALLET TRUCK NARROW	\$59.00	\$228.00	\$684.00	\$56.05	\$205.20	\$581.40	\$100.00	Flat Rate per truck
44_3	44	3 PALLET TRUCK LOW PROFILE	\$31.00	\$70.08	\$215.17	\$29.45	\$63.08	\$182.89	\$100.00	Flat Rate per truck
44_4	44	4 PALLET TRUCK / TABLE HIGH LIFT	\$66.08	\$175.33	\$486.67	\$62.78	\$157.80	\$413.67	\$100.00	Flat Rate per truck
44_5	44	5 PALLET TRUCK ELECT	\$160.00	\$390.00	\$1,025.00	\$152.00	\$351.00	\$871.25	\$100.00	Flat Rate per truck
44_9	44	9 PALLET TRUCK ELECT 6000 LB	\$120.00	\$330.00	\$920.00	\$114.00	\$297.00	\$782.00	\$100.00	Flat Rate per truck
44_12	44	12 PALLET TRUCK 6' LONG FORKS	\$55.00	\$165.00	\$490.00	\$52.25	\$148.50	\$416.50	\$100.00	Flat Rate per truck
44_73	44	73 5 TON GANTRY	\$352.50	\$881.17	\$2,202.83	\$334.88	\$793.05	\$1,872.41	\$100.00	Flat Rate per truck
44_74	44	74 PIPE CART SUMNER CRICKET	\$15.00	\$40.00	\$110.00	\$14.25	\$36.00	\$93.50	\$100.00	Flat Rate per truck
44_75	44	75 2 TON GANTRY	\$232.00	\$580.67	\$1,452.92	\$220.40	\$522.60	\$1,234.98	\$100.00	Flat Rate per truck
44_76	44	76 1 TON GANTRY	\$221.00	\$552.00	\$1,380.00	\$209.95	\$496.80	\$1,173.00	\$100.00	Flat Rate per truck
44_77	44	77 POWERED HAND TRUCK	\$100.00	\$305.00	\$920.00	\$95.00	\$274.50	\$782.00	\$100.00	Flat Rate per truck
44_80	44	80 3 TON ROLL-A-LIFT	\$105.00	\$285.00	\$735.00	\$99.75	\$256.50	\$624.75	\$100.00	Flat Rate per truck
44_81	44	81 ALUM HAND TRUCK 500LB CAP DOLLY	\$24.00	\$100.00	\$300.00	\$22.80	\$90.00	\$255.00	\$100.00	Flat Rate per truck
44_82	44	82 DRUM DOLLY	\$15.00	\$31.00	\$92.00	\$14.25	\$27.90	\$78.20	\$100.00	Flat Rate per truck
44_83	44	83 WAREHOUSE DOLLY	\$15.00	\$31.08	\$92.00	\$14.25	\$27.98	\$78.20	\$100.00	Flat Rate per truck
44_84	44	84 DUAL HAND TRUCK DOLLY - PIANO DOLLY	\$15.00	\$35.00	\$95.00	\$14.25	\$31.50	\$80.75	\$100.00	Flat Rate per truck
44_85	44	85 DUCT JACK/MATERIAL 18'-23'	\$100.00	\$280.00	\$690.00	\$95.00	\$252.00	\$586.50	\$100.00	Flat Rate per truck
44_86	44	86 DUCT JACK/MATERIAL 8'-9'	\$87.00	\$336.00	\$1,008.00	\$82.65	\$302.40	\$856.80	\$100.00	Flat Rate per truck
44_87	44	87 STAIR CLIMBER 650LB	\$71.25	\$185.67	\$546.08	\$67.69	\$167.10	\$464.17	\$100.00	Flat Rate per truck
44_88	44	88 DUCT JACK/MATERIAL 24'-26'	\$105.00	\$295.00	\$725.00	\$99.75	\$265.50	\$616.25	\$100.00	Flat Rate per truck
44_89	44	89 DUCT JACK/MATERIAL 10'-15'	\$87.00	\$280.00	\$690.00	\$82.65	\$252.00	\$586.50	\$100.00	Flat Rate per truck
44_90	44	90 ROUSTABOUT 150	\$130.00	\$360.00	\$930.00	\$123.50	\$324.00	\$790.50	\$100.00	Flat Rate per truck
44_91	44	91 PIPE DOLLY	\$26.00	\$55.08	\$165.33	\$24.70	\$49.58	\$140.53	\$100.00	Flat Rate per truck
44_92	44	92 DUCT JACK/MATERIAL 18' CO2	\$85.17	\$235.33	\$615.75	\$80.91	\$211.80	\$523.39	\$100.00	Flat Rate per truck
44_94	44	94 DUCT JACK/MATERIAL 15'-17'	\$63.00	\$165.00	\$455.00	\$59.85	\$148.50	\$386.75	\$100.00	Flat Rate per truck
44_95	44	95 GLASS SUCTION CUPS	\$25.00	\$65.00	\$175.08	\$23.75	\$58.50	\$148.82	\$100.00	Flat Rate per truck
44_96	44	96 700LB AIR APPLIANCE MOVER DOLLY	\$20.00	\$46.08	\$140.17	\$19.00	\$41.48	\$119.14	\$100.00	Flat Rate per truck
44_98	44	98 STAIR CLIMBER 1500LB	\$125.08	\$270.25	\$695.92	\$118.83	\$243.23	\$591.53	\$100.00	Flat Rate per truck
44_106	44	106 DUCT JACK/MATERIAL 10'-14' CO2	\$54.58	\$130.08	\$378.17	\$51.85	\$117.08	\$321.44	\$100.00	Flat Rate per truck
44_107	44	107 DUCT JACK/MATERIAL 11' 1000#	\$74.00	\$185.00	\$465.00	\$70.30	\$166.50	\$395.25	\$100.00	Flat Rate per truck
44_108	44	108 SCREW JACK	\$20.00	\$35.00	\$95.00	\$19.00	\$31.50	\$80.75	\$100.00	Flat Rate per truck
44_110	44	110 5 TON TOE RAILROAD JACK	\$31.00	\$77.08	\$215.00	\$29.45	\$69.38	\$182.75	\$100.00	Flat Rate per truck
44_111	44	111 15 TON RAILROAD JACK	\$36.08	\$83.17	\$250.25	\$34.28	\$74.85	\$212.71	\$100.00	Flat Rate per truck
44_115	44	115 9' - 11' DRYWALL LIFT	\$41.00	\$95.00	\$241.00	\$38.95	\$85.50	\$204.85	\$100.00	Flat Rate per truck
44_116	44	116 DRYWALL CART	\$40.00	\$95.00	\$274.92	\$38.00	\$85.50	\$233.68	\$100.00	Flat Rate per truck
44_117	44	117 12' - 16' DRYWALL LIFT	\$54.00	\$208.00	\$624.00	\$51.30	\$187.20	\$530.40	\$100.00	Flat Rate per truck
44_118	44	118 4 WHEEL PUSH PLATFORM TRUCK CART	\$27.00	\$56.17	\$170.33	\$25.65	\$50.55	\$144.78	\$100.00	Flat Rate per truck

49_18	49	18	SKELETON / ROCK BUCKET FOR SKIDSTEER	\$55.00	\$135.00	\$395.00	\$52.25	\$121.50	\$335.75	\$100.00	Flat Rate per truck
49_20	49	20	60" - 69" ROTARY TILLER FOR SKIDSTEER	\$104.92	\$260.67	\$782.00	\$99.67	\$234.60	\$664.70	\$100.00	Flat Rate per truck
49_25	49	25	BOX BROOM	\$145.00	\$355.00	\$885.00	\$137.75	\$319.50	\$752.25	\$100.00	Flat Rate per truck
49_26	49	26	"DINGO" TRENCHER	\$79.00	\$235.00	\$650.00	\$75.05	\$211.50	\$552.50	\$100.00	Flat Rate per truck
49_27	49	27	"DINGO" BORING ATTACHMENT	\$75.08	\$165.17	\$490.00	\$71.33	\$148.65	\$416.50	\$100.00	Flat Rate per truck
49_28	49	28	"DINGO" AUGER HEAD	\$79.00	\$220.00	\$545.00	\$75.05	\$198.00	\$463.25	\$100.00	Flat Rate per truck
49_29	49	29	"DINGO" MULTIPURPOSE TOOL	\$31.00	\$70.08	\$215.17	\$29.45	\$63.08	\$182.89	\$100.00	Flat Rate per truck
49_31	49	31	"DINGO" LEVELER	\$40.00	\$85.00	\$220.17	\$38.00	\$76.50	\$187.14	\$100.00	Flat Rate per truck
49_32	49	32	"DINGO" DOZER BLADE	\$31.00	\$70.08	\$215.17	\$29.45	\$63.08	\$182.89	\$100.00	Flat Rate per truck
49_33	49	33	"DINGO" TREE FORKS	\$31.00	\$70.08	\$215.17	\$29.45	\$63.08	\$182.89	\$100.00	Flat Rate per truck
49_34	49	34	"DINGO" TILLER	\$70.08	\$160.33	\$425.33	\$66.58	\$144.30	\$361.53	\$100.00	Flat Rate per truck
49_35	49	35	"DINGO" PALLET FORKS	\$42.00	\$105.00	\$285.00	\$39.90	\$94.50	\$242.25	\$100.00	Flat Rate per truck
49_36	49	36	"DINGO" HARLEY POWER RAKE LANDSCAPE	\$100.00	\$275.00	\$795.00	\$95.00	\$247.50	\$675.75	\$100.00	Flat Rate per truck
49_37	49	37	"DINGO" GRAPPLE BUCKET	\$89.00	\$240.00	\$620.00	\$84.55	\$216.00	\$527.00	\$100.00	Flat Rate per truck
49_38	49	38	"DINGO" BUSH HOG	\$84.00	\$250.00	\$750.00	\$79.80	\$225.00	\$637.50	\$100.00	Flat Rate per truck
49_40	49	40	DOZER BLADE	\$56.17	\$140.58	\$416.42	\$53.36	\$126.53	\$353.95	\$100.00	Flat Rate per truck
49_42	49	42	ASPHALT/CONC PLANER 40-42"	\$140.25	\$410.50	\$1,226.08	\$133.24	\$369.45	\$1,042.17	\$100.00	Flat Rate per truck
49_44	49	44	"DINGO" GRAPPLE RAKE	\$75.00	\$230.00	\$655.00	\$71.25	\$207.00	\$556.75	\$100.00	Flat Rate per truck
49_45	49	45	"DINGO" SOIL CULTIVATOR	\$100.00	\$180.50	\$526.08	\$95.00	\$162.45	\$447.17	\$100.00	Flat Rate per truck
49_50	49	50	BUSH HOG/BRUSH CUTTER 4" CUT	\$160.00	\$480.00	\$1,225.00	\$152.00	\$432.00	\$1,041.25	\$100.00	Flat Rate per truck
49_51	49	51	MULCHER HEAD FOR SKIDSTEER	\$670.00	\$1,815.00	\$5,085.00	\$636.50	\$1,633.50	\$4,322.25	\$100.00	Flat Rate per truck
49_52	49	52	SKIDSTEER LEVELER/GRADER ATTACHMENT	\$61.00	\$185.00	\$394.83	\$57.95	\$166.50	\$335.61	\$100.00	Flat Rate per truck
49_85	49	85	ROOT GRAPPLE BUCKET	\$160.00	\$370.00	\$870.00	\$152.00	\$333.00	\$739.50	\$100.00	Flat Rate per truck
49_102	49	102	PALLET FORKS - SMALL SKID	\$70.00	\$160.00	\$380.00	\$66.50	\$144.00	\$323.00	\$100.00	Flat Rate per truck
49_110	49	110	GRAPPLE BUCKET 36"	\$135.00	\$305.00	\$735.00	\$128.25	\$274.50	\$624.75	\$100.00	Flat Rate per truck
49_550	49	550	SKIDSTEER STUMP GRINDER ATTACHMENT	\$670.00	\$1,815.00	\$5,085.00	\$636.50	\$1,633.50	\$4,322.25	\$100.00	Flat Rate per truck
TRACTOR											
50_1	50	1	20-25HP TRACTOR	\$175.00	\$460.00	\$1,285.00	\$166.25	\$414.00	\$1,092.25	\$100.00	Flat Rate per truck
50_3	50	3	35-39 HP TRACTOR	\$345.00	\$920.75	\$2,200.08	\$327.75	\$828.68	\$1,870.07	\$100.00	Flat Rate per truck
50_4	50	4	40-49HP TRACTOR	\$404.17	\$943.42	\$2,347.17	\$383.96	\$849.08	\$1,995.09	\$180.00	Flat Rate per truck
50_7	50	7	85-95 HP TRACTOR	\$380.00	\$1,335.00	\$4,000.00	\$361.00	\$1,201.50	\$3,400.00	time of request	
50_8	50	8	100-110HP TRACTOR	\$605.00	\$2,115.00	\$6,350.00	\$574.75	\$1,903.50	\$5,397.50	time of request	
TRACTOR ATTACHMENTS											
51_1	51	1	BOX SCRAPER	\$60.00	\$165.00	\$404.92	\$57.00	\$148.50	\$344.18	\$100.00	Flat Rate per truck
51_2	51	2	LANDSCAPE RAKE NON POWERED	\$55.00	\$154.83	\$404.75	\$52.25	\$139.35	\$344.04	\$100.00	Flat Rate per truck
51_3	51	3	ROTARY CUTTER	\$120.00	\$320.33	\$984.50	\$114.00	\$288.30	\$836.83	\$100.00	Flat Rate per truck
51_4	51	4	ROTARY TILLER	\$100.08	\$315.50	\$535.58	\$95.08	\$283.95	\$455.25	\$100.00	Flat Rate per truck
51_5	51	5	FRONT LOADER BUCKET	\$26.00	\$64.00	\$194.83	\$24.70	\$57.60	\$165.61	\$100.00	Flat Rate per truck
51_6	51	6	POSTHOLE AUGER	\$89.83	\$229.67	\$534.50	\$85.34	\$206.70	\$454.33	\$100.00	Flat Rate per truck
51_7	51	7	3PT TOW BEHIND FERTILIZER SPREADER	\$46.00	\$119.92	\$349.75	\$43.70	\$107.93	\$297.29	\$100.00	Flat Rate per truck
51_9	51	9	GROOMING MOWER	\$91.92	\$234.92	\$699.42	\$87.32	\$211.43	\$594.50	\$100.00	Flat Rate per truck
51_10	51	10	SOIL PULVERIZER	\$51.00	\$129.92	\$389.67	\$48.45	\$116.93	\$331.22	\$100.00	Flat Rate per truck
51_12	51	12	AERATOR	\$105.00	\$260.08	\$774.42	\$99.75	\$234.08	\$658.25	\$100.00	Flat Rate per truck
51_13	51	13	DISC	\$51.92	\$134.92	\$399.67	\$49.32	\$121.43	\$339.72	\$100.00	Flat Rate per truck
51_18	51	18	AEROVATOR	\$205.00	\$614.67	\$1,838.50	\$194.75	\$553.20	\$1,562.73	\$100.00	Flat Rate per truck
51_19	51	19	ROOT RAKE	\$104.92	\$259.83	\$774.33	\$99.67	\$233.85	\$658.18	\$100.00	Flat Rate per truck
CRAWLER DOZERS/LOADERS											
52_120	52	120	70-79HP CRAWLER DOZER	\$390.00	\$1,365.00	\$4,100.00	\$370.50	\$1,228.50	\$3,485.00	time of request	
52_122	52	122	70-79HP CRAWLER DOZER CAB	\$400.00	\$1,400.00	\$4,200.00	\$380.00	\$1,260.00	\$3,570.00	time of request	
52_130	52	130	70-79HP CRAWLER DOZER LGP	\$600.00	\$1,700.00	\$4,100.00	\$570.00	\$1,530.00	\$3,485.00	time of request	
52_132	52	132	70-79HP CRAWLER DOZER LGP CAB	\$615.00	\$1,750.00	\$4,200.00	\$584.25	\$1,575.00	\$3,570.00	time of request	
52_135	52	135	80-89HP CRAWLER DOZER	\$475.00	\$1,665.00	\$5,000.00	\$451.25	\$1,498.50	\$4,250.00	time of request	
52_136	52	136	80-89HP CRAWLER DOZER CAB	\$500.00	\$1,750.00	\$5,250.00	\$475.00	\$1,575.00	\$4,462.50	time of request	
52_137	52	137	80-89HP CRAWLER DOZER LGP	\$475.00	\$1,665.00	\$5,000.00	\$451.25	\$1,498.50	\$4,250.00	time of request	

58_867	58	867	150' STR MANLIFT W/JIB	\$3,365.00	\$8,145.00	\$19,955.00	\$3,196.75	\$7,330.50	\$16,961.75	\$180.00	Flat Rate per truck
58_868	58	868	180' - 185' STR MANLIFT W/JIB	\$8,570.00	\$14,755.00	\$35,175.00	\$8,141.50	\$13,279.50	\$29,898.75	\$180.00	Flat Rate per truck
58_870	58	870	125' ART MANLIFT W/JIB	\$2,260.00	\$4,610.00	\$14,785.00	\$2,147.00	\$4,149.00	\$12,567.25	\$180.00	Flat Rate per truck
58_880	58	880	135' ART MANLIFT W/JIB	\$2,370.00	\$5,640.00	\$19,255.00	\$2,251.50	\$5,076.00	\$16,366.75	\$180.00	Flat Rate per truck
58_900	58	900	150' ART MANLIFT W JIB	\$4,315.00	\$10,350.00	\$32,680.00	\$4,099.25	\$9,315.00	\$27,778.00	\$180.00	Flat Rate per truck
58_1018	58	1018	18'- 20' MAST STYLE LIFT	\$205.00	\$560.00	\$1,785.00	\$194.75	\$504.00	\$1,517.25	\$180.00	Flat Rate per truck
58_1026	58	1026	26' MAST STYLE LIFT	\$355.00	\$935.00	\$2,105.00	\$337.25	\$841.50	\$1,789.25	\$180.00	Flat Rate per truck
58_1033	58	1033	33' MAST STYLE LIFT	\$415.00	\$1,040.00	\$2,675.00	\$394.25	\$936.00	\$2,273.75	\$180.00	Flat Rate per truck
INDUSTRIAL VEHICLES											
59_300	59	300	OFF ROAD GAS CART 2WD 2 SEAT	\$120.00	\$290.00	\$730.00	\$114.00	\$261.00	\$620.50	\$100.00	Flat Rate per truck
59_303	59	303	OFF ROAD ELEC CART 2WD 2 SEAT	\$120.00	\$290.00	\$730.00	\$114.00	\$261.00	\$620.50	\$100.00	Flat Rate per truck
59_305	59	305	OFF ROAD GAS CART 2WD 4 SEAT	\$110.00	\$280.00	\$850.00	\$104.50	\$252.00	\$722.50	\$100.00	Flat Rate per truck
59_308	59	308	OFF ROAD ELEC CART 2WD 4 SEAT	\$120.00	\$290.00	\$730.00	\$114.00	\$261.00	\$620.50	\$100.00	Flat Rate per truck
59_313	59	313	OFF ROAD ELEC CART 2WD 6 SEAT	\$109.83	\$319.42	\$739.17	\$104.34	\$287.48	\$628.29	\$100.00	Flat Rate per truck
59_400	59	400	4 WHEEL IND ELECT CART < 7500LB TOW	\$89.00	\$255.00	\$720.00	\$84.55	\$229.50	\$612.00	\$100.00	Flat Rate per truck
59_405	59	405	3 WHEEL IND ELECTRIC CART	\$74.00	\$215.00	\$595.00	\$70.30	\$193.50	\$505.75	\$100.00	Flat Rate per truck
59_410	59	410	4 WHEEL IND ELECTRIC CART 4 SEAT	\$80.00	\$215.00	\$650.00	\$76.00	\$193.50	\$552.50	\$100.00	Flat Rate per truck
59_505	59	505	UTILITY VEHICLE 2 SEAT 2WD GAS	\$150.00	\$350.00	\$735.00	\$142.50	\$315.00	\$624.75	\$100.00	Flat Rate per truck
59_515	59	515	UTILITY VEHICLE 2 SEAT 4WD DSL	\$155.00	\$360.00	\$785.00	\$147.25	\$324.00	\$667.25	\$100.00	Flat Rate per truck
59_520	59	520	UTILITY VEHICLE 2 SEAT 4WD DSL CAB	\$200.00	\$435.00	\$980.00	\$190.00	\$391.50	\$833.00	\$100.00	Flat Rate per truck
59_525	59	525	UTILITY VEHICLE 2 SEAT 4WD GAS	\$175.00	\$395.00	\$850.00	\$166.25	\$355.50	\$722.50	\$100.00	Flat Rate per truck
59_530	59	530	UTILITY VEHICLE 2 SEAT 4WD GAS CAB	\$200.00	\$435.00	\$980.00	\$190.00	\$391.50	\$833.00	\$100.00	Flat Rate per truck
59_550	59	550	UTILITY VEHICLE 4 SEAT 2WD GAS	\$155.00	\$365.00	\$800.00	\$147.25	\$328.50	\$680.00	\$100.00	Flat Rate per truck
59_555	59	555	UTILITY VEHICLE 4 SEAT 4WD DSL	\$190.00	\$420.00	\$875.00	\$180.50	\$378.00	\$743.75	\$100.00	Flat Rate per truck
59_560	59	560	UTILITY VEHICLE 4 SEAT 4WD DSL CAB	\$220.00	\$450.00	\$1,055.00	\$209.00	\$405.00	\$896.75	\$100.00	Flat Rate per truck
59_565	59	565	UTILITY VEHICLE 4 SEAT 4WD GAS	\$190.00	\$420.00	\$875.00	\$180.50	\$378.00	\$743.75	\$100.00	Flat Rate per truck
59_570	59	570	UTILITY VEHICLE 4 SEAT 4WD GAS CAB	\$220.00	\$450.00	\$1,055.00	\$209.00	\$405.00	\$896.75	\$100.00	Flat Rate per truck
59_575	59	575	UTILITY VEHICLE 6 SEAT 4WD DSL	\$190.00	\$420.00	\$875.00	\$180.50	\$378.00	\$743.75	\$100.00	Flat Rate per truck
59_580	59	580	UTILITY VEHICLE 6 SEAT 4WD GAS	\$190.00	\$420.00	\$875.00	\$180.50	\$378.00	\$743.75	\$100.00	Flat Rate per truck
CARRY DECK CRANES											
60_310	60	310	8 TON CARRY DECK CRANE GAS / PROPANE	\$925.00	\$2,235.00	\$5,160.00	\$878.75	\$2,011.50	\$4,386.00	\$180.00	Flat Rate per truck
60_320	60	320	8 TON CARRY DECK CRANE DIESEL	\$925.00	\$2,235.00	\$5,160.00	\$878.75	\$2,011.50	\$4,386.00	\$180.00	Flat Rate per truck
60_410	60	410	15 TON CARRY DECK CRANE GAS / PROPANE	\$1,135.00	\$2,745.00	\$6,605.00	\$1,078.25	\$2,470.50	\$5,614.25	\$180.00	Flat Rate per truck
60_420	60	420	15 TON CARRY DECK CRANE DIESEL	\$1,135.00	\$2,745.00	\$6,605.00	\$1,078.25	\$2,470.50	\$5,614.25	\$180.00	Flat Rate per truck
60_440	60	440	15 TON CARRY DECK CRANE 4WD DIESEL	\$975.00	\$2,185.00	\$6,410.00	\$926.25	\$1,966.50	\$5,448.50	\$180.00	Flat Rate per truck
60_2004	60	2004	11K 67" ROTATING TELEHANDLER	\$1,700.00	\$4,250.00	\$10,750.00	\$1,615.00	\$3,825.00	\$9,137.50	\$180.00	Flat Rate per truck
REMEDIATION/RESTORATION											
61_260	61	260	L-LIGHT COMMERCIAL AIR SCRUBBER	\$55.00	\$110.00	\$165.00	\$52.25	\$99.00	\$140.25	\$130.00	Flat Rate per truck
61_320	61	320	1001-2000CFM AIR SCRUBBER/NEG AIR	\$135.00	\$525.00	\$1,455.00	\$128.25	\$472.50	\$1,236.75	\$130.00	Flat Rate per truck
COMPACTION SMALL											
64_110	64	110	JUMPING JACK TAMPER 115-130LB CLASS	\$89.00	\$240.00	\$654.67	\$84.55	\$216.00	\$556.47	\$100.00	Flat Rate per truck
64_120	64	120	JUMPING JACK TAMPER 135-165LB CLASS	\$94.00	\$240.00	\$625.00	\$89.30	\$216.00	\$531.25	\$100.00	Flat Rate per truck
64_130	64	130	JUMPING JACK TAMPER 160-175LB CLASS	\$94.00	\$364.00	\$1,092.00	\$89.30	\$327.60	\$928.20	\$100.00	Flat Rate per truck
64_140	64	140	JUMPING JACK TAMPER 165-185LB CLASS DSL	\$87.00	\$220.00	\$515.00	\$82.65	\$198.00	\$437.75	\$100.00	Flat Rate per truck
64_160	64	160	JUMPING JACK TAMPER 125LB ELECTRIC CLASS	\$56.00	\$140.17	\$415.33	\$53.20	\$126.15	\$353.03	\$100.00	Flat Rate per truck
64_170	64	170	JUMPING JACK TAMPER 135-165LB ELEC CLASS	\$73.00	\$200.00	\$555.00	\$69.35	\$180.00	\$471.75	\$100.00	Flat Rate per truck
64_210	64	210	PLATE TAMPER 140LB CLASS 14" WIDE	\$95.00	\$368.00	\$1,104.00	\$90.25	\$331.20	\$938.40	\$100.00	Flat Rate per truck
64_215	64	215	ELECTRIC PLATE TAMPER	\$85.00	\$255.00	\$775.00	\$80.75	\$229.50	\$658.75	\$100.00	Flat Rate per truck
64_220	64	220	PLATE TAMPER 200LB CLASS 19.5" WIDE	\$92.00	\$302.00	\$756.00	\$87.40	\$271.80	\$642.60	\$100.00	Flat Rate per truck
64_230	64	230	PLATE TAMPER REVERSIBLE 300LB 18" WIDE	\$82.08	\$265.08	\$615.50	\$77.98	\$238.58	\$523.18	\$100.00	Flat Rate per truck
64_235	64	235	PLATE TAMPER REVERSIBLE 450LB 19.5" WIDE	\$145.00	\$340.00	\$860.00	\$137.75	\$306.00	\$731.00	\$100.00	Flat Rate per truck
64_240	64	240	PLATE TAMPER REVERSIBLE 700LB 24" WIDE	\$120.08	\$325.33	\$756.33	\$114.08	\$292.80	\$642.88	\$100.00	Flat Rate per truck
64_250	64	250	PLATE TAMPER REVERSIBLE 900LB 24" WIDE	\$91.17	\$275.33	\$820.75	\$86.61	\$247.80	\$697.64	\$100.00	Flat Rate per truck
64_260	64	260	PLATE TAMPER REVERSIBLE 1000LB 28" WIDE	\$140.25	\$410.50	\$1,226.08	\$133.24	\$369.45	\$1,042.17	\$100.00	Flat Rate per truck

64_320	64	320	ROLLER DOUBLE DRUM WALK BEHIND 26" WIDE	\$105.08	\$295.00	\$874.92	\$99.83	\$265.50	\$743.68	\$100.00	Flat Rate per truck
FLOOR & CARPET TOOLS											
68_20	68	20	17" FLOOR BUFFER ELECTRIC	\$70.00	\$175.00	\$475.00	\$66.50	\$157.50	\$403.75	\$130.00	Flat Rate per truck
68_30	68	30	20" FLOOR BUFFER ELECTRIC	\$65.00	\$175.00	\$275.00	\$61.75	\$157.50	\$233.75	\$130.00	Flat Rate per truck
68_40	68	40	20" FLOOR BURNISHER HIGH SPEED ELECTRIC	\$70.00	\$170.00	\$335.00	\$66.50	\$153.00	\$284.75	\$130.00	Flat Rate per truck
68_108	68	108	FLOOR SCRAPER 600# ELEC SELFP	\$455.00	\$1,345.00	\$2,995.00	\$432.25	\$1,210.50	\$2,545.75	\$130.00	Flat Rate per truck
68_120	68	120	RIDE-ON FLOOR SCRAPER PROPANE	\$1,225.00	\$3,020.00	\$7,330.00	\$1,163.75	\$2,718.00	\$6,230.50	\$130.00	Flat Rate per truck
68_125	68	125	RIDE-ON FLOOR SCRAPER BATTERY	\$1,030.00	\$2,630.00	\$6,370.00	\$978.50	\$2,367.00	\$5,414.50	\$130.00	Flat Rate per truck
68_210	68	210	4 GALLON COMMERCIAL CARPET EXTRACTOR	\$45.00	\$156.00	\$468.00	\$42.75	\$140.40	\$397.80	\$130.00	Flat Rate per truck
68_239	68	239	10-12 GAL COMMERCIAL CARPET EXTRACTOR	\$105.00	\$295.00	\$595.00	\$99.75	\$265.50	\$505.75	\$130.00	Flat Rate per truck
68_320	68	320	ORBITAL FLOOR MACHINE 14"-18"	\$73.00	\$197.00	\$422.00	\$69.35	\$177.30	\$358.70	\$130.00	Flat Rate per truck
LAWN & GARDEN											
70_1	70	1	PUSH BLOWER	\$75.00	\$168.00	\$506.00	\$71.25	\$151.20	\$430.10	\$100.00	Flat Rate per truck
70_2	70	2	BACKPACK BLOWER	\$53.00	\$200.00	\$425.00	\$50.35	\$180.00	\$361.25	\$100.00	Flat Rate per truck
70_3	70	3	LAWN VAC	\$56.00	\$155.00	\$405.17	\$53.20	\$139.50	\$344.39	\$100.00	Flat Rate per truck
70_5	70	5	HAND HELD BLOWER	\$24.00	\$77.00	\$167.00	\$22.80	\$69.30	\$141.95	\$100.00	Flat Rate per truck
70_6	70	6	KOMBIMOTOR POWERHEAD	\$36.00	\$86.08	\$260.25	\$34.20	\$77.48	\$221.21	\$100.00	Flat Rate per truck
70_7	70	7	HANDHELD BLOWER 60V CORDLESS	\$22.00	\$92.00	\$276.00	\$20.90	\$82.80	\$234.60	\$100.00	Flat Rate per truck
70_9	70	9	27" AERATOR	\$104.92	\$270.42	\$775.83	\$99.67	\$243.38	\$659.46	\$100.00	Flat Rate per truck
70_10	70	10	18" AERATOR	\$105.00	\$385.00	\$695.00	\$99.75	\$346.50	\$590.75	\$100.00	Flat Rate per truck
70_11	70	11	DETHATCHER	\$90.00	\$156.00	\$419.00	\$85.50	\$140.40	\$356.15	\$100.00	Flat Rate per truck
70_12	70	12	POWER RAKE	\$90.00	\$348.00	\$1,044.00	\$85.50	\$313.20	\$887.40	\$100.00	Flat Rate per truck
70_13	70	13	LAWN OVERSEEDER	\$84.00	\$200.00	\$455.00	\$79.80	\$180.00	\$386.75	\$100.00	Flat Rate per truck
70_14	70	14	LAWN OVERSEEDER SELF PROP	\$90.00	\$260.00	\$725.00	\$85.50	\$234.00	\$616.25	\$100.00	Flat Rate per truck
70_15	70	15	FERTILIZER SPREADER PUSH	\$8.00	\$35.00	\$106.00	\$7.60	\$31.50	\$90.10	\$100.00	Flat Rate per truck
70_16	70	16	1.5 HP TILLER	\$47.00	\$133.00	\$278.00	\$44.65	\$119.70	\$236.30	\$100.00	Flat Rate per truck
70_19	70	19	SOD CUTTER 12"	\$95.00	\$234.92	\$645.00	\$90.25	\$211.43	\$548.25	\$100.00	Flat Rate per truck
70_20	70	20	2 HP TILLER	\$68.00	\$264.00	\$792.00	\$64.60	\$237.60	\$673.20	\$100.00	Flat Rate per truck
70_21	70	21	5 HP MID/FRONT TINE TILLER	\$74.00	\$166.00	\$438.00	\$70.30	\$149.40	\$372.30	\$100.00	Flat Rate per truck
70_22	70	22	REAR TINE TILLER	\$109.00	\$424.00	\$1,272.00	\$103.55	\$381.60	\$1,081.20	\$100.00	Flat Rate per truck
70_24	70	24	SOD CUTTER 18"	\$97.00	\$433.00	\$890.00	\$92.15	\$389.70	\$756.50	\$100.00	Flat Rate per truck
70_25	70	25	LANDSCAPE BED EDGER	\$45.00	\$261.00	\$621.00	\$42.75	\$234.90	\$527.85	\$100.00	Flat Rate per truck
70_26	70	26	LAWN EDGER	\$48.00	\$196.00	\$588.00	\$45.60	\$176.40	\$499.80	\$100.00	Flat Rate per truck
70_27	70	27	LAWN EDGER PUSH TYPE	\$48.00	\$188.00	\$564.00	\$45.60	\$169.20	\$479.40	\$100.00	Flat Rate per truck
70_29	70	29	8" TRENCHER/BED EDGER	\$82.08	\$205.25	\$615.50	\$77.98	\$184.73	\$523.18	\$100.00	Flat Rate per truck
70_30	70	30	POST HOLE AUGER 1 MAN 1.6 HP	\$88.00	\$209.00	\$586.00	\$83.60	\$188.10	\$498.10	\$100.00	Flat Rate per truck
70_31	70	31	POST HOLE AUGER 2 MAN 5.5 HP	\$107.00	\$256.00	\$608.00	\$101.65	\$230.40	\$516.80	\$100.00	Flat Rate per truck
70_32	70	32	POST HOLE AUGER 1 MAN 5.5 HP	\$121.00	\$468.00	\$1,404.00	\$114.95	\$421.20	\$1,193.40	\$100.00	Flat Rate per truck
70_33	70	33	POST HOLE AUGER HYD TOW BEHIND	\$136.00	\$264.00	\$551.00	\$129.20	\$237.60	\$468.35	\$100.00	Flat Rate per truck
70_34	70	34	POST HOLE AUGER HYD	\$136.00	\$528.00	\$1,584.00	\$129.20	\$475.20	\$1,346.40	\$100.00	Flat Rate per truck
70_35	70	35	4" TRENCHER/CABLE INSTALLER	\$89.00	\$344.00	\$1,032.00	\$84.55	\$309.60	\$877.20	\$100.00	Flat Rate per truck
70_38	70	38	POWERED POLE PRUNER	\$65.00	\$138.00	\$280.00	\$61.75	\$124.20	\$238.00	\$100.00	Flat Rate per truck
70_39	70	39	HEDGE POLE TRIMMER	\$61.00	\$252.00	\$756.00	\$57.95	\$226.80	\$642.60	\$100.00	Flat Rate per truck
70_40	70	40	BRUSH CUTTER HANDHELD	\$49.00	\$144.00	\$283.00	\$46.55	\$129.60	\$240.55	\$100.00	Flat Rate per truck
70_41	70	41	STRING TRIMMER	\$46.00	\$119.00	\$252.00	\$43.70	\$107.10	\$214.20	\$100.00	Flat Rate per truck
70_42	70	42	HEDGE TRIMMER ELECTRIC	\$31.00	\$120.00	\$360.00	\$29.45	\$108.00	\$306.00	\$100.00	Flat Rate per truck
70_44	70	44	HEDGE TRIMMER GAS	\$44.00	\$85.00	\$230.00	\$41.80	\$76.50	\$195.50	\$100.00	Flat Rate per truck
70_45	70	45	ELECTRIC CHAINSAW	\$52.00	\$200.00	\$600.00	\$49.40	\$180.00	\$510.00	\$100.00	Flat Rate per truck
70_46	70	46	HEDGE TRIMMER 20V CORDLESS	\$36.00	\$148.00	\$444.00	\$34.20	\$133.20	\$377.40	\$100.00	Flat Rate per truck
70_47	70	47	16" CHAINSAW	\$62.00	\$135.00	\$405.00	\$58.90	\$121.50	\$344.25	\$100.00	Flat Rate per truck
70_48	70	48	18" CHAINSAW	\$33.00	\$135.00	\$425.00	\$31.35	\$121.50	\$361.25	\$100.00	Flat Rate per truck
70_49	70	49	20" CHAINSAW	\$68.00	\$185.00	\$528.00	\$64.60	\$166.50	\$448.80	\$100.00	Flat Rate per truck
70_50	70	50	LAWN MOWER GAS PUSH BEHIND	\$35.00	\$120.00	\$360.00	\$33.25	\$108.00	\$306.00	\$100.00	Flat Rate per truck
70_51	70	51	24" CHAINSAW	\$70.00	\$225.00	\$565.00	\$66.50	\$202.50	\$480.25	\$100.00	Flat Rate per truck

80_110	80	110	UPRIGHT VACUUM	\$20.00	\$55.00	\$97.00	\$19.00	\$49.50	\$82.45	\$100.00	Flat Rate per truck
80_111	80	111	UPRIGHT VACUUM W/BATTERY	\$23.00	\$72.00	\$140.00	\$21.85	\$64.80	\$119.00	\$100.00	Flat Rate per truck
80_115	80	115	WIDE AREA VACUUM	\$76.00	\$220.00	\$395.00	\$72.20	\$198.00	\$335.75	\$100.00	Flat Rate per truck
80_120	80	120	WET / DRY SHOP VACUUM	\$23.00	\$135.00	\$337.00	\$21.85	\$121.50	\$286.45	\$100.00	Flat Rate per truck
80_130	80	130	17 GAL WET VACUUM W/ PUMP DISCHARGE	\$73.00	\$195.00	\$430.00	\$69.35	\$175.50	\$365.50	\$100.00	Flat Rate per truck
80_135	80	135	20-24 GALLON WET/DRY VACUUM ELECTRIC	\$60.00	\$205.00	\$510.00	\$57.00	\$184.50	\$433.50	\$100.00	Flat Rate per truck
80_140	80	140	55 GALLON WET / DRY DRUM TOP VACUUM	\$35.00	\$80.00	\$234.83	\$33.25	\$72.00	\$199.61	\$100.00	Flat Rate per truck
80_310	80	310	INDUSTRIAL CLEAN ROOM HEPA VACUUM	\$77.00	\$215.00	\$565.00	\$73.15	\$193.50	\$480.25	\$100.00	Flat Rate per truck
80_320	80	320	CLEAN ROOM WET/ DRY HEPA VACUUM	\$135.00	\$365.00	\$965.00	\$128.25	\$328.50	\$820.25	\$100.00	Flat Rate per truck
			AIR CONDITIONERS SMALL								
107_105	107	105	1T OFFICE PORTABLE AC/DEHU 110V	\$185.08	\$425.00	\$865.42	\$175.83	\$382.50	\$735.60	\$130.00	Flat Rate per truck
107_110	107	110	1T CLASSIC PORTABLE AC/DEHU	\$175.00	\$425.00	\$895.00	\$166.25	\$382.50	\$760.75	\$130.00	Flat Rate per truck
107_112	107	112	1.25T CLASSIC PORTABLE AC/DEHU	\$195.25	\$445.00	\$885.33	\$185.49	\$400.50	\$752.53	\$130.00	Flat Rate per truck
107_114	107	114	1.5T OFFICE PORTABLE AC/DEHU 110V	\$215.33	\$475.17	\$900.83	\$204.57	\$427.65	\$765.71	\$130.00	Flat Rate per truck
107_115	107	115	1.5T CLASSIC PORTABLE AC/DEHU 110V	\$215.33	\$475.17	\$900.83	\$204.57	\$427.65	\$765.71	\$130.00	Flat Rate per truck
107_2018	107	2018	1T PORTABLE HEAT PUMP/AC/DEHU	\$185.08	\$425.00	\$865.42	\$175.83	\$382.50	\$735.60	\$130.00	Flat Rate per truck
107_2019	107	2019	1.5T PORTABLE HEAT PUMP/AC/DEHU	\$215.33	\$475.17	\$900.83	\$204.57	\$427.65	\$765.71	\$130.00	Flat Rate per truck
107_2020	107	2020	2T PORTABLE HEAT PUMP/AC/DEHU	\$275.25	\$595.58	\$1,225.17	\$261.49	\$536.03	\$1,041.39	\$130.00	Flat Rate per truck
			AIR CONDITIONERS LARGE								
108_203	108	203	12 TON AIR CONDITIONER 230V 3PH	\$1,115.00	\$2,230.00	\$4,459.00	\$1,059.25	\$2,007.00	\$3,790.15	\$130.00	Flat Rate per truck
108_235	108	235	25 TON AC W/HEAT 480V 3PH 72KW HS TRL	\$1,477.00	\$2,998.00	\$6,128.00	\$1,403.15	\$2,698.20	\$5,208.80	\$130.00	Flat Rate per truck
			FUEL TANKS								
110_100	110	100	100 GAL FUEL TANK	\$55.00	\$160.00	\$520.00	\$52.25	\$144.00	\$442.00	\$180.00	Flat Rate per truck
110_210	110	210	500 GAL DOUBLE WALL UL FUEL TANK	\$211.92	\$542.25	\$1,655.00	\$201.32	\$488.03	\$1,406.75	\$180.00	Flat Rate per truck
110_211	110	211	500 GAL DOUBLE WALL UL FUEL TANK W/PUMP	\$211.92	\$567.00	\$1,819.75	\$201.32	\$510.30	\$1,546.79	\$180.00	Flat Rate per truck
110_250	110	250	750-800 GAL DOUBLE WALL FUEL TANK	\$285.00	\$875.00	\$2,145.00	\$270.75	\$787.50	\$1,823.25	\$180.00	Flat Rate per truck
			RENTAL TRUCKS								
111_35	111	35	5-6 YARD DUMP TRUCK	\$440.00	\$1,189.33	\$2,499.67	\$418.00	\$1,070.40	\$2,124.72	\$180.00	Flat Rate per truck
			HAMMERS, ROTARY & DEMOLITION								
120_10	120	10	5/32"-5/8" ROTARY HAMMER CORDLESS	\$66.92	\$164.83	\$444.83	\$63.57	\$148.35	\$378.11	\$100.00	Flat Rate per truck
120_20	120	20	7/8" & SMALLER ROTARY HAMMER	\$44.00	\$110.00	\$315.00	\$41.80	\$99.00	\$267.75	\$100.00	Flat Rate per truck
120_30	120	30	1" & LARGER ROTARY HAMMER	\$61.00	\$236.00	\$708.00	\$57.95	\$212.40	\$601.80	\$100.00	Flat Rate per truck
120_40	120	40	1-1/8" & SMALLER COMBINATION HAMMER	\$49.00	\$139.92	\$370.00	\$46.55	\$125.93	\$314.50	\$100.00	Flat Rate per truck
120_50	120	50	1-1/4" & LARGER COMBINATION HAMMER	\$76.08	\$150.33	\$390.92	\$72.28	\$135.30	\$332.28	\$100.00	Flat Rate per truck
120_60	120	60	1-7/8" & SMALLER HAMMER DRILL	\$40.00	\$208.00	\$544.00	\$38.00	\$187.20	\$462.40	\$100.00	Flat Rate per truck
120_70	120	70	2" & LARGER HAMMER DRILL	\$54.00	\$140.00	\$405.00	\$51.30	\$126.00	\$344.25	\$100.00	Flat Rate per truck
120_100	120	100	12LB CLASS DEMOLITION HAMMER	\$62.00	\$125.00	\$318.00	\$58.90	\$112.50	\$270.30	\$100.00	Flat Rate per truck
120_105	120	105	20LB CLASS DEMOLITION HAMMER	\$69.00	\$268.00	\$804.00	\$65.55	\$241.20	\$683.40	\$100.00	Flat Rate per truck
120_110	120	110	25LB CLASS DEMOLITION HAMMER	\$76.00	\$196.00	\$503.00	\$72.20	\$176.40	\$427.55	\$100.00	Flat Rate per truck
120_115	120	115	35LB CLASS DEMOLITION HAMMER	\$79.00	\$248.00	\$554.00	\$75.05	\$223.20	\$470.90	\$100.00	Flat Rate per truck
120_120	120	120	65LB CLASS DEMOLITION HAMMER	\$94.00	\$286.00	\$686.00	\$89.30	\$257.40	\$583.10	\$100.00	Flat Rate per truck
			FORKLIFT ATTACHMENTS								
156_102	156	102	FORKLIFT MTRL BUCKET 1 YD	\$58.00	\$145.00	\$450.00	\$55.10	\$130.50	\$382.50	\$100.00	Flat Rate per truck
156_104	156	104	FORKLIFT BUCKET 1-1/4 YD	\$63.00	\$170.00	\$490.00	\$59.85	\$153.00	\$416.50	\$100.00	Flat Rate per truck
156_105	156	105	FORKLIFT BUCKET 1-1/2 YD	\$41.00	\$135.00	\$405.00	\$38.95	\$121.50	\$344.25	\$100.00	Flat Rate per truck
156_106	156	106	FORKLIFT HEAVY DUTY JIB EXTENSION	\$74.00	\$175.00	\$505.00	\$70.30	\$157.50	\$429.25	\$100.00	Flat Rate per truck
156_108	156	108	FORKLIFT EXTENSION FORK	\$26.00	\$77.00	\$155.00	\$24.70	\$69.30	\$131.75	\$100.00	Flat Rate per truck
156_109	156	109	FORKLIFT TRUSS BOOM ALL MAKES/MODELS	\$47.00	\$115.00	\$350.00	\$44.65	\$103.50	\$297.50	\$100.00	Flat Rate per truck
156_119	156	119	HYD FORK POSITIONER CARRIAGE TELEHANDLER	\$95.00	\$265.00	\$705.00	\$90.25	\$238.50	\$599.25	\$100.00	Flat Rate per truck
156_120	156	120	48"-75" CARRIAGE TELEHANDLER FORKLIFT	\$40.00	\$80.00	\$230.00	\$38.00	\$72.00	\$195.50	\$100.00	Flat Rate per truck
156_122	156	122	FORKLIFT SWING CARRIAGE	\$50.00	\$130.00	\$375.00	\$47.50	\$117.00	\$318.75	\$100.00	Flat Rate per truck
156_135	156	135	FORKLIFT LIFT & TOW ATTACHMENT	\$45.00	\$100.08	\$320.00	\$42.75	\$90.07	\$272.00	\$100.00	Flat Rate per truck
156_180	156	180	4' LONG FORKS NARROW FOR FORKLIFT	\$14.92	\$39.92	\$99.75	\$14.17	\$35.93	\$84.79	\$100.00	Flat Rate per truck
156_190	156	190	6' LONG FORKS FOR 6K REACH FORKLIFT	\$35.00	\$85.08	\$230.33	\$33.25	\$76.58	\$195.78	\$100.00	Flat Rate per truck

156_195	156	195	6' LONG FORKS FOR 10-12K REACH FORKLIFT	\$55.00	\$105.00	\$255.00	\$52.25	\$94.50	\$216.75	\$100.00	Flat Rate per truck
156_200	156	200	8' LONG FORKS FOR 10-12K REACH FORKLIFT	\$35.00	\$90.00	\$230.17	\$33.25	\$81.00	\$195.64	\$100.00	Flat Rate per truck
156_550	156	550	8' FORKS FOR 10K IND FORKLIFT	\$60.00	\$145.08	\$355.17	\$57.00	\$130.58	\$301.89	\$100.00	Flat Rate per truck
156_560	156	560	8' FORKS FOR 15K IND FORKLIFT	\$55.08	\$140.08	\$384.83	\$52.33	\$126.08	\$327.11	\$100.00	Flat Rate per truck
REMEDATION BULK											
161_1050	161	1050	25GPD REFRIGERANT DEHU - COMMERCIAL	\$92.00	\$285.00	\$745.00	\$87.40	\$256.50	\$633.25	\$130.00	Flat Rate per truck
161_1200	161	1200	2250CFM CARPET DRYER 4.7AMPS	\$29.00	\$94.00	\$255.00	\$27.55	\$84.60	\$216.75	\$130.00	Flat Rate per truck
161_1220	161	1220	1850-2600CFM 16-24" OPEN AIR FAN 1.8AMPS	\$40.00	\$125.17	\$340.50	\$38.00	\$112.65	\$289.43	\$130.00	Flat Rate per truck
ROAD PLATES BULK											
255_160	255	160	RCP10X8 - ROAD PLATE 10X8FT - 1"	\$60.08	\$220.00	\$535.17	\$57.08	\$198.00	\$454.89	\$225.00	Flat Rate per truck
255_200	255	200	RCP12X8 - ROAD PLATE 12X8FT - 1"	\$65.08	\$195.17	\$495.67	\$61.83	\$175.65	\$421.32	\$225.00	Flat Rate per truck
255_380	255	380	RCP20X8 - ROAD PLATE - 20X8FT - 1"	\$92.00	\$255.08	\$635.17	\$87.40	\$229.58	\$539.89	\$225.00	Flat Rate per truck



Hall County Government
FINANCIAL SERVICES

EXHIBIT C

RFP #44-031

Mandatory Cost Proposal Worksheet


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Company Name: Crumley Brothers LLC dba M&R Rental

Bidder's Name: Kirk Smith

Bidder's Signature: 

Date: 3/22/24

- **Instructions:** Provide an all-inclusive list of equipment. Include makes, models, list price, percentage discount factor, and the net cost for hourly, daily, weekly, and monthly rentals.

Equipment	Make	Model	Day	Week	Month
Vertical Mast Lift - 12'	JLG	1230ES	115	295	515
Vertical Mast Lift - 20'	Genie	GR20	120	325	600
Scissor Lift - Electric - 12'	LGMG	1230AS	100	250	425
Scissor Lift - Electric - 19'	JLG	1930ES	115	275	445
Scissor Lift - Electric - 26'	JLG	2632ES	150	340	545
Scissor Lift - Electric - 32'	JLG	3246ES	185	400	775
Scissor Lift - Electric - 40'	LGMG	AS4046	265	550	1250
Scissor Lift - Rough Terrain 33'	Genie	GS3369	295	795	1450
Scissor Lift - Rough Terrain 40'	Genie	GS4069	325	850	1500
Boomlift -30' Electric	JLG	E300AJPN	230	725	1325
Boomlift -40' Electric	Genie	Z40	300	925	1700
Boomlift 34' Articulating Diesel	JLG	340AJ	340	850	1900
Boomlift 40' Straight Boom	Genie	S40	350	850	1750
Boomlift 45' Straight Boom	Genie	S45	365	895	1850
Boomlift 60' Straight Boom	Genie	S60	450	1250	1995
Boomlift 65' Straight Boom	Genie	S65	485	1300	2150
Boomlift 80' Straight Boom	Genie	S80	650	1695	3150
Forklift 3k - Propane	Doosan	G15	150	360	900
Forklift 5k - Dual Fuel	Doosan	G25	189	550	1095
Telehandler 5k 19'	Genie	5519	300	825	1750
Telehandler 6k 36'	Genie	636	355	995	2095
Telehandler 8k 44'	Genie	844	425	1150	2300
Telehandler 10k 56'	Genie	1056	625	1650	3100
Walk Behind Trencher - Tracks	Toro	TRX20	150	450	1150
Track Mini Skid Steer	Vermeer	925	260	850	1995
Track Loader TL6	Takeuchi	TL6	285	795	1900
Track Loader TL6 - Cab	Takeuchi	TL6	305	915	2200
Track Loader TL8	Takeuchi	TL8	305	950	2150
Track Loader TL8 - Cab	Takeuchi	TL8	325	1050	2400
Track Loader TL12	Takeuchi	TL12	425	1595	3095
Track Loader TL12 - Cab	Takeuchi	TL12	475	1595	3300
Mini Ex 2000lb	Takeuchi	TB210	170	525	1250
Mini Ex 4000lb	Takeuchi	TB216	175	550	1525
Mini Ex 7000lb	John Deere	26G	195	725	1600
Mini Ex 7000lb Thumb	John Deere	26G	235	800	1800
Mini Ex 8000lb	Yanmar	VIO35	240	850	1800
Mini Ex 8000lb Thumb	Yanmar	VIO35	265	895	1950
Mini Ex 10000lb	Takeuchi	TB250	265	895	1995
Mini Ex 10000lb Thumb	Takeuchi	TB250	305	995	2100
Mini Ex 18000lb Thumb	Takeuchi	TB290	445	1500	3150



Hall County Government
FINANCIAL SERVICES

EXHIBIT C

RFP #44-031

Mandatory Cost Proposal Worksheet

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Company Name: United Rentals (North America), Inc.

Bidder's Name: Kenneth Allison - Area General Manager

Bidder's Signature:

Date:

3/26/2024

- **Instructions:** Provide an all-inclusive list of equipment. Include makes, models, list price, percentage discount factor, and the net cost for hourly, daily, weekly, and monthly rentals.

150	3810	VIB PLATE REVERSIBLE 11000-13999# IMPACT	\$ 261	\$ 779	\$ 1,506
150	3820	VIB PLATE REVERSIBLE 14000-15999# IMPACT	\$ 336	\$ 1,019	\$ 2,026
160	1245	ROLLER 18-29" WALKBEHIND DBL DRUM SMOOTH	\$ 273	\$ 840	\$ 2,011
160	1265	ROLLER 24-33" WALKBEHIND PAD	\$ 335	\$ 961	\$ 2,238
160	2405	ROLLER 40-49" VIB SINGLE DRUM SMOOTH	\$ 461	\$ 1,164	\$ 2,854
160	2410	ROLLER 41-49" VIB SINGLE DRUM PAD	\$ 437	\$ 1,154	\$ 2,724
160	2420	ROLLER 50-56" VIB SINGLE DRUM PAD	\$ 550	\$ 1,363	\$ 3,401
160	2425	ROLLER 50-56" VIB SINGLE DRUM SMOOTH	\$ 566	\$ 1,402	\$ 3,435
160	2440	ROLLER 61-70" VIB SINGLE DRUM PAD	\$ 605	\$ 1,631	\$ 4,070
160	2445	ROLLER 61-70" VIB SINGLE DRUM SMOOTH	\$ 595	\$ 1,613	\$ 3,884
160	2450	ROLLER 80-89" VIB SINGLE DRUM PAD	\$ 885	\$ 2,167	\$ 5,403
160	2455	ROLLER 80-89" VIB SINGLE DRUM SMOOTH	\$ 844	\$ 2,046	\$ 5,206
160	2515	ROLLER 50-59" VIB ART DOUBLE DRUM SMOOTH	\$ 343	\$ 1,369	\$ 4,109
160	2520	ROLLER 60-69" VIB ART DOUBLE DRUM SMOOTH	\$ 636	\$ 2,248	\$ 6,745
160	2525	ROLLER 70-79" VIB ART DOUBLE DRUM SMOOTH	\$ 1,306	\$ 4,042	\$ 9,216
160	2620	ROLLER 1.5 TON DOUBLE DRUM SMOOTH DSL	\$ 396	\$ 1,064	\$ 2,594
160	2621	ROLLER 1.5 TON DOUBLE DRUM SMOOTH GAS	\$ 310	\$ 942	\$ 2,043
160	2660	ROLLER 3-5 TON DOUBLE DRUM SMOOTH	\$ 379	\$ 967	\$ 2,363
160	2670	ROLLER 4-7 TON DOUBLE DRUM SMOOTH	\$ 382	\$ 1,010	\$ 2,114
160	6474	ROLLER ATTACHMENT 84" PAD SHELL	\$ 34	\$ 105	\$ 226
170	3220	CRANE 2.5 TON INDUSTRIAL	\$ 396	\$ 1,161	\$ 2,890
170	3235	CRANE 4 TON INDUSTRIAL	\$ 545	\$ 1,355	\$ 3,366
170	3280	CRANE 8.5-9 TON INDUSTRIAL	\$ 641	\$ 1,629	\$ 4,063
170	4170	CRANE 17 TON TRUCK MOUNTED	\$ 851	\$ 2,299	\$ 5,735
170	4175	CRANE 18 TON TRUCK MOUNTED	\$ 878	\$ 2,383	\$ 6,295
170	4235	CRANE 23.5 TON TRUCK MOUNTED	\$ 1,118	\$ 2,781	\$ 7,492
170	4400	CRANE 15 TON INDUSTRIAL	\$ 902	\$ 2,439	\$ 5,700
170	4410	CRANE 18 TON INDUSTRIAL	\$ 1,491	\$ 3,764	\$ 7,661
170	6035	CRANE 15 TON ROUGH TERRAIN	\$ 767	\$ 2,222	\$ 6,153
170	6060	CRANE 60 TON ROUGH TERRAIN	\$ 1,709	\$ 5,116	\$ 15,188
170	6070	CRANE 75 TON ROUGH TERRAIN	\$ 1,808	\$ 5,127	\$ 15,357
170	7190	CRANE 19 TON TRUCK MOUNTED	\$ 748	\$ 2,270	\$ 5,220
170	9009	CRANE HOOK ATTACHMENT FOR FORKLIFT	\$ 66	\$ 173	\$ 363
180	2190	MIXER MORTAR 3-3.9 CUBIC FEET ELECTRIC	\$ 61	\$ 169	\$ 370
180	2207	MIXER MORTAR 7 CUBIC FEET	\$ 137	\$ 323	\$ 787
180	2219	MIXER MORTAR 9 CUBIC FEET	\$ 144	\$ 363	\$ 879
180	2765	MIXER CONCRETE 2-3 CUBIC FEET ELECTRIC	\$ 67	\$ 245	\$ 501
180	2800	MIXER CONCRETE 6 CUBIC FEET	\$ 104	\$ 319	\$ 769
180	2860	MIXER CONCRETE 9 CUBIC FEET	\$ 136	\$ 344	\$ 830
180	5015	BUGGY 15-19 CUBIC FEET POWERED PROPANE	\$ 181	\$ 576	\$ 1,114
180	5016	BUGGY 15-19 CUBIC FEET POWERED WHEEL	\$ 144	\$ 355	\$ 904
180	5017	BUGGY 15-19 CUBIC FEET POWERED TRACK	\$ 217	\$ 712	\$ 1,288
180	5019	BUGGY 20-30 CUBIC FEET POWERED WHEEL	\$ 199	\$ 523	\$ 1,109
180	5580	BUCKET CONCRETE 1 YARD	\$ 105	\$ 260	\$ 639
180	7000	CORE DRILL ELECTRIC 13-15 AMP	\$ 139	\$ 374	\$ 859
180	7001	CORE DRILL ELECTRIC 17-23 AMP	\$ 122	\$ 396	\$ 778
180	7006	DRILL CORE RIG ELECTRIC 10" WITH VACUUM	\$ 94	\$ 241	\$ 613
180	7801	VIBRATOR CONCRETE MOTOR ELECTRIC	\$ 41	\$ 133	\$ 324
180	7882	VIBRATOR BACKPACK GAS POWERED	\$ 99	\$ 322	\$ 638
180	9536	FINISHER CONCRETE 36"	\$ 90	\$ 280	\$ 624
180	9548	FINISHER CONCRETE 46"-48"	\$ 113	\$ 281	\$ 710
181	1006	BULL FLOAT MAGNESIUM BULK	\$ 26	\$ 80	\$ 178
181	1011	BULL FLOAT EXTENSION HANDLE 6'	\$ 3	\$ 13	\$ 35
181	1070	CONCRETE HAND TOOL	\$ 56	\$ 112	\$ 210
181	7145	DIAMOND CORE BIT 1 1/2"	\$ 23	\$ 63	\$ 104
181	7200	DIAMOND CORE BIT 2"	\$ 30	\$ 76	\$ 150
181	7201	DIAMOND CORE BIT 3"	\$ 42	\$ 95	\$ 208
181	7210	DIAMOND CORE BIT 2 1/2"	\$ 47	\$ 98	\$ 238
181	7236	DIAMOND CORE BIT 3 1/2"	\$ 47	\$ 97	\$ 148
181	7241	DIAMOND CORE BIT 4"	\$ 58	\$ 102	\$ 216
181	7245	DIAMOND CORE BIT 4 1/2"	\$ 58	\$ 128	\$ 137
181	7251	DIAMOND CORE BIT 5"	\$ 72	\$ 102	\$ 167
181	7261	DIAMOND CORE BIT 6"	\$ 82	\$ 148	\$ 301
181	7280	DIAMOND CORE BIT 8"	\$ 119	\$ 204	\$ 382
181	7301	DIAMOND CORE BIT 10"	\$ 155	\$ 214	\$ 454
181	7306	DIAMOND CORE BIT 12"	\$ 176	\$ 218	\$ 536
181	7310	CORE DRILL EXTENSION 12"	\$ 14	\$ 18	\$ 35
181	7320	CORE DRILL HAND HELD	\$ 111	\$ 324	\$ 756
181	7330	CORE DRILL STAND	\$ 13	\$ 39	\$ 76
181	7345	WATER TANK FOR CORE DRILL	\$ 17	\$ 38	\$ 90
181	7905	VIBRATOR FLEX SHAFT 10'	\$ 38	\$ 84	\$ 197
181	7918	VIBRATOR SHAFT 13' WHIP	\$ 42	\$ 128	\$ 256
181	7927	VIBRATOR HEAD 1 3/4"	\$ 18	\$ 41	\$ 99
181	8550	BENDER REBAR 1" ELECTRIC	\$ 218	\$ 536	\$ 1,328
181	8611	REBAR CUTTER 1" ELECTRIC HYDRAULIC	\$ 100	\$ 228	\$ 545
181	8615	REBAR CUTTER BENDER 5/8"	\$ 35	\$ 76	\$ 183
181	9815	CLEANER MAGNETIC SWEEPER 24-25"	\$ 33	\$ 99	\$ 197
190	1000	CAULKING GUN CORDLESS	\$ 151	\$ 35	\$ 78
190	1900	DEMO HAMMER TILE STRIPPING CART	\$ 67	\$ 171	\$ 220
190	2000	DEMO HAMMER 20-25# ELECTRIC	\$ 93	\$ 229	\$ 572
190	2030	DEMO HAMMER 30-34# ELECTRIC	\$ 101	\$ 229	\$ 616
190	2110	DEMO HAMMER 35-39# ELECTRIC	\$ 153	\$ 340	\$ 808
190	2200	DEMO HAMMER 60# ELECTRIC	\$ 137	\$ 344	\$ 835
190	2342	IMPACT WRENCH 1/2" CORDLESS	\$ 41	\$ 92	\$ 218
190	2344	IMPACT WRENCH 3/4" CORDLESS	\$ 52	\$ 117	\$ 279
190	3500	DRILL PRESS MAGNETIC 1/2"	\$ 94	\$ 194	\$ 462
190	3550	DRILL PRESS MAGNETIC 3/4"	\$ 113	\$ 253	\$ 602
190	3610	DRILL PRESS MAGNETIC 1 1/2"	\$ 127	\$ 282	\$ 672
190	4153	GRINDER CONCRETE HANDHELD 5" ELECTRIC	\$ 28	\$ 81	\$ 162
190	4225	GRINDER ANGLE 7"-7 1/2" ELECTRIC	\$ 54	\$ 97	\$ 191
190	5010	SHEAR WRENCH 5/8"-7/8" ELECTRIC	\$ 109	\$ 240	\$ 554
190	5015	SHEAR WRENCH 3/4"-1" ELECTRIC	\$ 162	\$ 388	\$ 872
190	5020	SHEAR WRENCH 3/4"-1 1/8" ELECTRIC	\$ 182	\$ 429	\$ 974
190	5750	RADIO 2 WAY SITE	\$ 40	\$ 87	\$ 193
190	5776	RADIO INTRINSIC DIGITAL UHF 8/90	\$ 9	\$ 43	\$ 130
190	5780	RADIO HAND HELD EXPLOSION PROOF WITH MIC	\$ 33	\$ 67	\$ 162

190	5786	CHARGER GANG RADIO	\$ 21	\$ 49	\$ 114
190	5796	RADIO CHARGER 6 BANK VP	\$ 27	\$ 82	\$ 250
190	5824	RADIO MICROPHONE INTRINSIC VP NX	\$ 5	\$ 16	\$ 50
190	5771	RADIO INTRINSIC DIGITAL VP 700-900MHZ	\$ 15	\$ 44	\$ 136
190	5708	RADIO BATTERY INTRINSIC VP	\$ 9	\$ 27	\$ 81
190	5764	RADIO BELT CLIP VP	\$ 1	\$ 1	\$ 1
190	5758	RADIO BELTCLIP NON-INTRINSIC NX	\$ 1	\$ 1	\$ 1
190	5798	RADIO CHARGER NX 6 BANK ADAPTER	\$ 27	\$ 82	\$ 250
190	5828	RADIO MICROPHONE NON-INTRINSIC NX	\$ 5	\$ 16	\$ 50
190	5710	RADIO BATTERY NON-INTRINSIC NX	\$ 9	\$ 27	\$ 81
190	5711	RADIO CHARGER SINGLE NX NON-15	\$ 27	\$ 82	\$ 250
190	5740	RADIO NON-INTRINSIC DIGITAL UHF NX	\$ 14	\$ 42	\$ 127
190	5789	RADIO CHARGER 6 BANK XPR R7	\$ 27	\$ 82	\$ 250
190	5864	RADIO INTRINSIC DIGITAL UHF R7	\$ 15	\$ 44	\$ 136
190	5865	RADIO BELTCLIP R7	\$ 1	\$ 1	\$ 1
190	5866	RADIO MICROPHONE INTRINSIC R7	\$ 5	\$ 16	\$ 50
190	5702	RADIO BATTERY INTRINSIC R7	\$ 9	\$ 27	\$ 81
190	5787	RADIO CHARGER SINGLE XPR R7	\$ 27	\$ 82	\$ 250
190	5800	RADIO REPEATER DIGITAL UHF SLR	\$ 59	\$ 179	\$ 543
190	6300	ROTARY HAMMER MEDIUM SDS ELECTRIC	\$ 36	\$ 111	\$ 312
190	6375	ROTARY HAMMER LARGE SDS MAX ELECTRIC	\$ 180	\$ 250	\$ 622
190	6450	ROTARY HAMMER ELECTRIC FOR LG SPLINE	\$ 109	\$ 270	\$ 640
190	6525	ROTARY HAMMER XL SDS MAX ELECTRIC	\$ 120	\$ 288	\$ 692
190	7525	SANDER ORBITAL ELECTRIC	\$ 75	\$ 206	\$ 476
190	8810	VIBRATOR MOTOR 1HP ELECTRIC	\$ 66	\$ 154	\$ 368
190	8820	VIBRATOR MOTOR 2HP ELECTRIC	\$ 93	\$ 229	\$ 455
190	8830	VIBRATOR MOTOR 3HP ELECTRIC	\$ 92	\$ 213	\$ 540
200	6	PUNCH SET HYDRAULIC 25-35 TON	\$ 202	\$ 449	\$ 1,069
200	12	CABLE PULLER TUGGER 6500# ELECTRIC	\$ 302	\$ 671	\$ 1,722
200	16	CABLE PULLER TUGGER 4000# ELECTRIC	\$ 166	\$ 368	\$ 870
200	18	CABLE PULLER TUGGER 2000# ELECTRIC	\$ 109	\$ 225	\$ 550
200	1050	PIPE BENDER HYDRAULIC 2 1/2"-4"	\$ 496	\$ 1,090	\$ 2,596
200	1055	PIPE BENDER HYD 1/2"-2" WITH HAND PUMP	\$ 90	\$ 201	\$ 473
200	1150	PIPE BENDER TABLE 881	\$ 78	\$ 183	\$ 435
200	1200	PIPE BENDER ELECTRIC 1/2"-2"	\$ 227	\$ 506	\$ 1,203
200	5070	CABLE PULLER TUGGER FLOOR MOUNT	\$ 15	\$ 33	\$ 75
200	5100	CABLE PULLER TUGGER 10000# ELECTRIC	\$ 407	\$ 863	\$ 2,094
200	5107	TUGGER REEL STAND 22"x54"	\$ 41	\$ 92	\$ 221
200	6100	PIPE BENDER PVC HEATER 1/2"-4"	\$ 48	\$ 106	\$ 253
200	6200	PIPE BENDER PVC HEATER 1"-6"	\$ 64	\$ 148	\$ 344
200	7654	PUNCH KNOCKOUT SET CORDLESS	\$ 81	\$ 183	\$ 408
200	7870	PIPE BENDER ELECTRIC 1/2" TO 1-1/8" TUBE	\$ 142	\$ 317	\$ 755
200	3225	TENSIONER/PULLER 3K 36" GAS	\$ 650	\$ 1,625	\$ 3,978
200	3227	TENSIONER/PULLER 5K 54" GAS	\$ 722	\$ 1,806	\$ 4,838
200	4650	PULLER/WINDER 3000LBS W/6000FT OF ROPE	\$ 999	\$ 2,534	\$ 5,160
200	4800	PULLER 4 DRUM 2K CAP PER REEL	\$ 987	\$ 2,467	\$ 6,988
200	5101	CABLE PULLER UNDERGROUND 7500# DSL	\$ 864	\$ 2,160	\$ 5,483
210	4604	RAM HYDRAULIC 5 TON 1" STROKE	\$ 16	\$ 36	\$ 85
210	4607	RAM HYDRAULIC 5 TON 5" STROKE	\$ 17	\$ 39	\$ 88
210	4620	RAM HYDRAULIC 10 TON 1" STROKE	\$ 18	\$ 43	\$ 100
210	4630	RAM HYDRAULIC 10 TON 6.13" STROKE	\$ 22	\$ 49	\$ 116
210	4645	RAM HYDRAULIC 15 TON 2" STROKE	\$ 23	\$ 52	\$ 125
210	4650	RAM HYDRAULIC 15 TON 4" STROKE	\$ 26	\$ 58	\$ 139
210	4705	RAM HYDRAULIC 50 TON 0.63" STROKE	\$ 43	\$ 100	\$ 231
210	4715	RAM HYDRAULIC 55 TON 4.25" STROKE	\$ 56	\$ 126	\$ 299
210	4720	RAM HYDRAULIC 60 TON 3" STROKE HOLLOW	\$ 102	\$ 228	\$ 544
210	4740	RAM HYDRAULIC 100 TON 2" STROKE	\$ 102	\$ 228	\$ 534
210	5190	MAINTENANCE SET HYDRAULIC 10-25 TON	\$ 90	\$ 207	\$ 516
210	5315	RAM HYDRAULIC 150 TON 2" STROKE	\$ 144	\$ 321	\$ 716
210	5335	PUMP HYD HAND 10K PSI 100-300 CUBIC INCH	\$ 37	\$ 84	\$ 199
210	5345	PUMP HYD HAND 10K PSI DOUBLE ACTION	\$ 189	\$ 419	\$ 997
210	9854	SANDBLAST POT 150#	\$ 149	\$ 406	\$ 1,123
210	9859	SANDBLAST POT 300#	\$ 201	\$ 501	\$ 1,238
210	9890	VACUUM SHOT BLASTER	\$ 327	\$ 1,307	\$ 3,921
210	9893	SHOTBLASTER RIDE-ON GAS/LPG	\$ 867	\$ 2,376	\$ 4,950
210	9895	SHOTBLASTER 8" 110 VOLT	\$ 374	\$ 1,094	\$ 1,913
210	9896	SHOTBLAST SYSTEM 10" ELECTRIC	\$ 841	\$ 3,044	\$ 5,549
220	0001	SWEEPER MAGNETIC FLOOR 24"	\$ 35	\$ 130	\$ 269
220	1600	CARPET CLEANER UP AND OUT	\$ 78	\$ 232	\$ 464
220	1601	CARPET CLEANER INDUSTRIAL	\$ 93	\$ 326	\$ 599
220	1610	CARPET EXTRACTOR PORTABLE	\$ 82	\$ 402	\$ 763
220	1612	CARPET EXTRACTOR SELF-CONTAINED WALK BEH	\$ 82	\$ 402	\$ 763
220	1675	SURFACE CLEANER SYSTEM	\$ 93	\$ 326	\$ 599
220	1800	CARPET EXTRACTOR RIDE ON	\$ 365	\$ 991	\$ 2,228
220	1810	CARPET EXTRACTOR WALK BEHIND	\$ 218	\$ 654	\$ 1,961
220	2000	CONCRETE GRINDER 2 HEAD 1 PHASE 1.5HP	\$ 162	\$ 486	\$ 1,030
220	2200	CONCRETE GRINDER 2 HEAD GAS	\$ 119	\$ 362	\$ 797
220	2320	CONCRETE GRINDER 3 HEAD 1 PHASE	\$ 431	\$ 1,155	\$ 3,465
220	2320	CONCRETE GRINDER 3 HEAD 1 PHASE	\$ 627	\$ 1,471	\$ 4,574
220	2321	CONCRETE GRINDER 3 HEAD 3PH 30-32"	\$ 817	\$ 2,478	\$ 7,351
220	2322	CONCRETE GRINDER 3 HEAD PROPANE	\$ 627	\$ 1,471	\$ 4,574
220	2324	CONCRETE GRINDER 3 HEAD PROPANE 28"	\$ 669	\$ 1,980	\$ 6,233
220	2325	CONCRETE GRINDER DISC 10"	\$ 253	\$ 758	\$ 1,516
220	2400	GRINDER STONES	\$ 25	\$ 72	\$ 150
220	2500	DYMA-SERT DIAMOND HEADS	\$ 89	\$ 266	\$ 604
220	2502	DYMA-DOTS GRINDER INSERT	\$ 91	\$ 247	\$ 623
220	3104	CONCRETE GRINDER 1 HEAD 1 PHASE 115 VOLT	\$ 207	\$ 451	\$ 790
220	3105	CONCRETE GRINDER 1 HEAD 1 PHASE 230 VOLT	\$ 382	\$ 1,089	\$ 2,396
220	3200	CONCRETE GRINDER 1 HEAD GAS	\$ 382	\$ 1,089	\$ 2,396
220	5425	PLANER CONCRETE 8" 9HP GAS	\$ 262	\$ 667	\$ 1,711
220	5460	CPM 8 GENERAL PURPOSE SETUP	\$ 128	\$ 321	\$ 644
220	6060	RIDE ON FLOOR SCRAPER ELECTRIC 1150#	\$ 627	\$ 1,963	\$ 4,525
220	6060	RIDE-ON FLOOR SCRAPER ELEC 2200-3100#	\$ 545	\$ 1,782	\$ 4,901
220	6069	RIDE-ON FLOOR SCRAPER PROPANE 2200#	\$ 594	\$ 1,980	\$ 5,346
220	6070	RIDE-ON FLOOR SCRAPER-PROPANE 2500-2800#	\$ 990	\$ 2,772	\$ 6,831
220	6100	TILE STRIPPER 100-159# 110 VOLT	\$ 95	\$ 278	\$ 671

220	6300	TILE STRIPPER 200-399# 110 VOLT	\$ 327	\$ 926	\$ 2,614
220	6900	SCALER NEEDLE AIR SMALL	\$ 16	\$ 36	\$ 84
220	7055	FLOOR POLISHER/STRIPPER 17"	\$ 76	\$ 230	\$ 488
220	7058	FLOOR SCRUBBER 17"	\$ 142	\$ 354	\$ 899
220	7061	FLOOR SCRUBBER 24" WALKBEHIND	\$ 218	\$ 719	\$ 1,806
220	7063	FLOOR SCRUBBER 20" WALK BEHIND ELECTRIC	\$ 164	\$ 436	\$ 1,307
220	7066	FLOOR SCRUBBER 32" WALK BEHIND	\$ 273	\$ 925	\$ 2,015
220	7068	FLOOR SCRUBBER 34" WALKBEHIND	\$ 248	\$ 842	\$ 1,634
220	7071	FLOOR SCRUBBER 14" WALKBEHIND	\$ 142	\$ 354	\$ 899
220	7815	FLOOR BURNISHER 1500 RPM	\$ 256	\$ 523	\$ 1,503
220	7820	FLOOR BURNISHER PROPANE	\$ 251	\$ 523	\$ 1,503
220	7849	SCRUBBER RIDEON ELECTRIC UP TO 40"	\$ 471	\$ 1,485	\$ 2,921
220	7850	SCRUBBER FLOOR RIDE ON PROPANE SC8000	\$ 594	\$ 1,980	\$ 4,752
220	7851	SCRUBBER RIDEON 41" OR LARGER	\$ 540	\$ 1,802	\$ 3,416
220	7900	POLISHER ATTACHMENT TERRAZZO	\$ 53	\$ 157	\$ 314
220	7910	CARBIDE FLOOR STRIPPER DISK 17"	\$ 85	\$ 212	\$ 462
220	8000	HARDWOOD SANDER 8" DRUM W/DUST BAG	\$ 67	\$ 309	\$ 871
220	9000	SCRUBBER UPRIGHT 12"	\$ 24	\$ 66	\$ 153
220	9030	VACUUM INDUSTRIAL PNEUMATIC 55 GALLON	\$ 114	\$ 267	\$ 625
220	9034	INDUSTRIAL VACUUM 5-50HP	\$ 248	\$ 743	\$ 2,228
220	9100	VACUUM WET/DRY 10-14 GALLON	\$ 37	\$ 82	\$ 195
220	9525	VACUUM ELEC CONCRETE DUST	\$ 85	\$ 254	\$ 491
220	9530	VACUUM ELEC CONCRETE DUST MULTI STAGE	\$ 148	\$ 491	\$ 981
220	9535	VACUUM ELEC CONCRETE DUST 110V 2 MOTOR	\$ 83	\$ 288	\$ 1,001
220	9536	VACUUM ELEC CONCRETE DUST 110V 3 MOTOR	\$ 149	\$ 446	\$ 1,485
220	9810	HEPA VACUUM	\$ 115	\$ 314	\$ 674
230	5110	FORKLIFT 4' PALLET FORKS	\$ 5	\$ 14	\$ 27
230	5130	FORKLIFT 6' FORKS	\$ 30	\$ 93	\$ 119
230	5135	FORKLIFT 8' FORKS	\$ 33	\$ 63	\$ 142
230	5151	FORK EXTENSIONS 6'	\$ 27	\$ 73	\$ 163
230	5170	FORK EXTENSIONS 8'	\$ 43	\$ 110	\$ 275
230	5212	FORKLIFT TOW AND LIFT ATTACHMENT	\$ 69	\$ 181	\$ 468
230	5250	FORKLIFT JIB	\$ 63	\$ 156	\$ 392
230	5265	TRUSS BOOM 1500# CAPACITY 10' LONG	\$ 78	\$ 182	\$ 401
230	5274	TRUSS BOOM 2000# CAPACITY 12' LONG	\$ 101	\$ 264	\$ 609
230	5310	FORKLIFT MATERIAL BUCKET	\$ 78	\$ 267	\$ 379
230	5325	FORKLIFT HOPPER 1.5 YARD	\$ 72	\$ 188	\$ 407
230	5330	FORKLIFT HOPPER 2 YARD	\$ 118	\$ 243	\$ 409
230	6132	FORKLIFT MAN CAGE 4' X 8'	\$ 65	\$ 183	\$ 449
231	1200	FORKLIFT WHSE 5000# GAS/LP	\$ 235	\$ 667	\$ 1,416
231	1201	FORKLIFT WHSE 5000# ELECTRIC	\$ 235	\$ 667	\$ 1,416
231	1202	FORKLIFT WHSE 5000# DIESEL	\$ 235	\$ 667	\$ 1,416
231	1204	FORKLIFT WHSE 5000# CUSHION	\$ 235	\$ 667	\$ 1,416
231	1205	FORKLIFT WHSE 5000# LOW PROFILE GAS/LP	\$ 235	\$ 667	\$ 1,416
231	1209	FORKLIFT WHSE 5000# PNEU DF QUADMAS	\$ 235	\$ 667	\$ 1,416
231	1220	FORKLIFT WHSE 6000# PNEU NMT DF QUADMAS	\$ 261	\$ 819	\$ 1,675
231	1250	FORKLIFT WHSE 6000# GAS/LP	\$ 261	\$ 819	\$ 1,675
231	1252	FORKLIFT WHSE 6000# DIESEL	\$ 261	\$ 819	\$ 1,675
231	1253	FORKLIFT WHSE 6000# PNEUMATIC	\$ 261	\$ 819	\$ 1,675
231	1254	FORKLIFT WHSE 6000# CUSHION	\$ 261	\$ 819	\$ 1,675
231	1350	FORKLIFT WHSE 8000# GAS/LP	\$ 321	\$ 937	\$ 1,969
231	1351	FORKLIFT WHSE 8000# DIESEL	\$ 321	\$ 937	\$ 1,969
231	1353	FORKLIFT WHSE 8000# PNEUMATIC	\$ 321	\$ 937	\$ 1,969
231	1445	FORKLIFT WHSE 10000-12500# DIESEL	\$ 381	\$ 987	\$ 2,443
231	1450	FORKLIFT WHSE 10000-12500# PNEUMATIC	\$ 458	\$ 1,218	\$ 2,885
231	1801	FORKLIFT WHSE 15000#	\$ 539	\$ 1,539	\$ 3,456
231	1850	FORKLIFT WHSE 20000-22499# PNEUMATIC	\$ 673	\$ 2,008	\$ 4,712
231	1950	FORKLIFT WHSE 25000-30000# PNEUMATIC	\$ 742	\$ 2,370	\$ 5,923
231	1975	FORKLIFT WHSE 30000-35000# PNEUMATIC	\$ 1,020	\$ 2,675	\$ 6,564
231	2000	FORKLIFT WHSE 35000-49999# PNEUMATIC	\$ 1,131	\$ 2,889	\$ 7,070
231	2210	FORKLIFT WHSE 10000-12000# CONST PNEU	\$ 405	\$ 1,001	\$ 2,673
231	500	FORKLIFT WHSE 1000-4000# ELEC WALKBEHIND	\$ 196	\$ 608	\$ 1,223
232	2210	FORKLIFT ROUGH TERRAIN 6000# 11-20' 2WD	\$ 356	\$ 889	\$ 2,219
232	2215	FORKLIFT ROUGH TERRAIN 6000# 21-29'	\$ 392	\$ 981	\$ 2,452
232	2305	FORKLIFT ROUGH TERRAIN 8000# 15-22' 2WD	\$ 405	\$ 1,011	\$ 2,526
232	2306	FORKLIFT ROUGH TERRAIN 8000# 15-22' 4WD	\$ 433	\$ 1,044	\$ 2,575
233	1000	FORKLIFT 4500# 15' & UP VARIABLE REACH	\$ 363	\$ 1,065	\$ 2,379
233	1025	FORKLIFT 5000# 16-20' VARIABLE REACH	\$ 373	\$ 1,150	\$ 2,450
233	1155	FORKLIFT VARIABLE REACH 6000# 15'	\$ 451	\$ 1,261	\$ 2,568
233	1160	FORKLIFT VARIABLE REACH 6000# 35-39'	\$ 470	\$ 1,325	\$ 2,849
233	1170	FORKLIFT VARIABLE REACH 6000# 40-49'	\$ 470	\$ 1,325	\$ 2,797
233	1250	FORKLIFT VARIABLE REACH 7000# 38'	\$ 514	\$ 1,352	\$ 2,737
233	1325	FORKLIFT VARIABLE REACH 8000# 50' & UP	\$ 593	\$ 1,625	\$ 4,034
233	1370	FORKLIFT VARIABLE REACH 8000# 40-49'	\$ 539	\$ 1,507	\$ 3,246
233	1470	FORKLIFT VARIABLE REACH 9000# 30-45'	\$ 675	\$ 1,711	\$ 4,082
233	1600	FORKLIFT VARIABLE REACH 10000# 40-49'	\$ 711	\$ 1,775	\$ 4,479
233	1650	FORKLIFT VARIABLE REACH 10000# 50' & UP	\$ 724	\$ 1,826	\$ 4,523
233	1675	FORKLIFT VARIABLE REACH 12000# 55' & UP	\$ 808	\$ 2,228	\$ 5,387
233	1685	FORKLIFT VARIABLE REACH 14000# 55' & UP	\$ 907	\$ 2,563	\$ 6,049
233	1690	FORKLIFT VARIABLE REACH 15-16000# 40-55'	\$ 1,129	\$ 3,043	\$ 7,530
233	1695	FORKLIFT VARIABLE REACH 16-18000# 32' & UP	\$ 1,472	\$ 3,830	\$ 9,852
233	1700	FORKLIFT VARIABLE REACH 20000# 32' & UP	\$ 1,813	\$ 5,531	\$ 14,385
233	2140	TELESCOPIC HANDLER 13200# 96" ROTATING BOO	\$ 4,816	\$ 9,676	\$ 16,876
240	2981	GENERATOR 2.0-2.4 KW	\$ 62	\$ 198	\$ 497
240	2991	GENERATOR 2.5-2.9 KW	\$ 67	\$ 211	\$ 507
240	3001	GENERATOR 3.0-3.4 KW	\$ 70	\$ 220	\$ 541
240	3006	GENERATOR 3.5-3.9 KW	\$ 83	\$ 260	\$ 615
240	3021	GENERATOR 4.0-4.4 KW	\$ 87	\$ 283	\$ 628
240	3041	GENERATOR 5.0-5.4 KW	\$ 103	\$ 339	\$ 704
240	3051	GENERATOR 5.5-5.9 KW	\$ 105	\$ 345	\$ 718
240	3056	GENERATOR 6.0-6.4 KW	\$ 107	\$ 347	\$ 725
240	3061	GENERATOR 6.5-6.9 KW	\$ 108	\$ 349	\$ 730
240	3066	GENERATOR 7.0-7.4 KW	\$ 117	\$ 378	\$ 755
240	3091	GENERATOR 9.6-9.9 KW	\$ 137	\$ 417	\$ 774
240	3101	GENERATOR 10.0-11.9 KW	\$ 154	\$ 434	\$ 805
240	3111	GENERATOR 12.0-14.9 KW	\$ 198	\$ 496	\$ 991

240	3126	GENERATOR 15.0-17.9 KW	\$ 260	\$ 657	\$ 1,362
240	3127	GENERATOR 15.0-17.9 KW TIER 4	\$ 300	\$ 798	\$ 1,610
240	3131	GENERATOR 19-29 KVA	\$ 275	\$ 549	\$ 1,636
240	3132	GENERATOR 19-29 KVA TIER 4	\$ 275	\$ 549	\$ 1,636
240	3135	GENERATOR 19-29 KVA 600 VOLT	\$ 275	\$ 549	\$ 1,636
240	3136	GENERATOR 30-39 KVA	\$ 308	\$ 829	\$ 1,929
240	3137	GENERATOR 30-39 KVA TIER 4	\$ 308	\$ 829	\$ 1,929
240	3146	GENERATOR 40-44 KVA	\$ 335	\$ 879	\$ 1,982
240	3147	GENERATOR 40-44 KVA TIER 4	\$ 335	\$ 879	\$ 1,982
240	3156	GENERATOR 45-49 KVA	\$ 372	\$ 742	\$ 2,220
240	3157	GENERATOR 45-49 KVA TIER 4	\$ 372	\$ 742	\$ 2,220
240	3166	GENERATOR 50-59 KVA	\$ 374	\$ 1,062	\$ 2,457
240	3167	GENERATOR 50-59 KVA TIER 4	\$ 374	\$ 1,062	\$ 2,457
240	3168	GENERATOR 50-59 KVA OFF SHORE	\$ 374	\$ 1,062	\$ 2,457
240	3186	GENERATOR 70-84 KVA	\$ 418	\$ 1,152	\$ 2,658
240	3187	GENERATOR 70-84 KVA TIER 4	\$ 418	\$ 1,152	\$ 2,658
240	3189	GENERATOR 70-84 KVA OFF SHORE	\$ 418	\$ 1,152	\$ 2,658
240	3190	GENERATOR 70-84 KVA 600 VOLT	\$ 418	\$ 1,152	\$ 2,658
240	3196	GENERATOR 85-89 KVA	\$ 355	\$ 842	\$ 2,347
240	3198	GENERATOR 90-99 KVA	\$ 355	\$ 842	\$ 2,347
240	3211	GENERATOR 100-109 KVA	\$ 461	\$ 1,027	\$ 2,675
240	3212	GENERATOR 100-109 KVA TIER 4	\$ 461	\$ 1,027	\$ 2,675
240	3225	GENERATOR 110-124 KVA	\$ 467	\$ 935	\$ 2,804
240	3226	GENERATOR 110-124 KVA TIER 4	\$ 467	\$ 935	\$ 2,804
240	3231	GENERATOR 125-149 KVA	\$ 597	\$ 1,197	\$ 3,588
240	3232	GENERATOR 125-149 KVA TIER 4	\$ 597	\$ 1,197	\$ 3,588
240	3234	GENERATOR 125-149 KVA OFF SHORE	\$ 597	\$ 1,197	\$ 3,588
240	3235	GENERATOR 125-149 KVA 600 VOLT	\$ 597	\$ 1,197	\$ 3,588
240	3251	GENERATOR 150-179 KVA	\$ 720	\$ 1,438	\$ 4,314
240	3252	GENERATOR 150-179 KVA TIER 4	\$ 720	\$ 1,438	\$ 4,314
240	3256	GENERATOR 180-199 KVA	\$ 800	\$ 1,600	\$ 4,500
240	3257	GENERATOR 180-199 KVA TIER 4	\$ 800	\$ 1,600	\$ 4,500
240	3258	GENERATOR 180-199 KVA 600 VOLT	\$ 800	\$ 1,600	\$ 4,500
240	3261	GENERATOR 200-219 KVA	\$ 751	\$ 1,757	\$ 4,508
240	3286	GENERATOR 220-249 KVA	\$ 808	\$ 1,623	\$ 5,151
240	3288	GENERATOR 220-249 KVA TIER 4	\$ 808	\$ 1,623	\$ 5,151
240	3290	GENERATOR 220-249 KVA OFF SHORE	\$ 808	\$ 1,623	\$ 5,151
240	3301	GENERATOR 250-299 KVA	\$ 1,092	\$ 2,185	\$ 6,543
240	3302	GENERATOR 250-299 KVA 600 VOLT	\$ 1,092	\$ 2,185	\$ 6,543
240	3303	GENERATOR 250-299 KVA TIER 4	\$ 1,092	\$ 2,185	\$ 6,543
240	3311	GENERATOR 300-349 KVA	\$ 859	\$ 1,778	\$ 5,301
240	3312	GENERATOR 300-349 KVA 600 VOLT	\$ 1,201	\$ 2,497	\$ 7,767
240	3313	GENERATOR 300-349 KVA TIER 4	\$ 1,168	\$ 2,337	\$ 7,011
240	3321	GENERATOR 350-399 KVA	\$ 896	\$ 1,965	\$ 5,837
240	3322	GENERATOR 350-399 KVA 600 VOLT	\$ 1,543	\$ 3,022	\$ 9,404
240	3325	GENERATOR 350-399 KVA OFF SHORE	\$ 1,011	\$ 4,042	\$ 16,168
240	3351	GENERATOR 400-499 KVA	\$ 1,049	\$ 1,962	\$ 6,173
240	3352	GENERATOR 400-499 KVA 600 VOLT	\$ 1,583	\$ 3,102	\$ 9,654
240	3354	GENERATOR 400-499 KVA TIER 4	\$ 1,402	\$ 2,804	\$ 8,413
240	3401	GENERATOR 500-599 KVA	\$ 1,903	\$ 3,073	\$ 7,482
240	3402	GENERATOR 500-599 KVA 600 VOLT	\$ 1,414	\$ 3,510	\$ 9,916
240	3410	GENERATOR 600-699 KVA	\$ 1,543	\$ 3,020	\$ 8,985
240	3411	GENERATOR 600-699 KVA 600 VOLT	\$ 1,625	\$ 4,082	\$ 11,592
240	3412	GENERATOR 600-699 KVA TIER 4	\$ 2,352	\$ 4,703	\$ 14,109
240	3413	GENERATOR 600-699 KVA OFF SHORE	\$ 1,349	\$ 5,397	\$ 21,588
240	3481	GENERATOR 800-999 KVA	\$ 2,213	\$ 3,939	\$ 11,557
240	3482	GENERATOR 800-999 KVA 600 VOLT	\$ 2,900	\$ 6,224	\$ 17,636
240	3490	GENERATOR 1000-1199 KVA	\$ 4,093	\$ 6,847	\$ 20,722
240	4050	GENERATOR 1200-1399 KVA TIER 4	\$ 4,295	\$ 8,588	\$ 25,707
240	4051	GENERATOR 1200-1399 KVA	\$ 3,071	\$ 6,141	\$ 18,423
240	4052	GENERATOR 1200-1399 KVA 600 VOLT	\$ 3,035	\$ 6,745	\$ 18,530
240	4057	GENERATOR 1400-1799 KVA TIER 4	\$ 4,783	\$ 9,565	\$ 28,261
240	4060	GENERATOR 1800-1999 KVA	\$ 4,674	\$ 9,348	\$ 28,043
240	4063	GENERATOR 2000-2199 KVA	\$ 5,842	\$ 11,685	\$ 35,054
240	4065	GENERATOR 2200-2499 KVA	\$ 6,234	\$ 12,467	\$ 37,391
240	4910	FUEL CELL, HYDROGEN 100KVA	\$ 1,630	\$ 3,261	\$ 9,783
241	50	LOAD BANK RACK MOUNT	\$ 284	\$ 568	\$ 1,705
241	60	LOAD BANK 100KW NETWORKABLE	\$ 355	\$ 592	\$ 1,540
241	100	LOAD BANK 100KW	\$ 316	\$ 632	\$ 1,895
241	125	LOAD BANK 125 KW	\$ 316	\$ 632	\$ 1,895
241	200	LOAD BANK 200-299KW RESISTIVE	\$ 379	\$ 758	\$ 2,273
241	350	LOAD BANK 400KW NETWORKABLE	\$ 515	\$ 1,030	\$ 3,090
241	401	LOAD BANK 400KW RESISTIVE 600 VOLT	\$ 515	\$ 1,146	\$ 4,107
241	500	LOAD BANK 600KW 600 VOLT	\$ 758	\$ 1,515	\$ 4,546
241	600	LOAD BANK 600KW NETWORKABLE	\$ 758	\$ 1,515	\$ 4,546
241	725	LOAD BANK 700KW	\$ 884	\$ 1,767	\$ 5,303
241	825	LOAD BANK 1000KW NETWORKABLE	\$ 1,137	\$ 2,273	\$ 6,818
241	850	LOAD BANK 1000KW	\$ 1,263	\$ 2,525	\$ 7,577
241	900	LOAD BANK 1250KW	\$ 1,579	\$ 3,157	\$ 9,471
241	915	LOAD BANK 1250KW NETWORKABLE	\$ 1,895	\$ 3,788	\$ 11,365
241	925	LOAD BANK 2500KW NETWORKABLE	\$ 2,525	\$ 5,051	\$ 15,153
241	100	LOAD BANK 100KW SUITCASE	\$ 977	\$ 738	\$ 1,853
241	1000	LOAD BANK 2500KW RESISTIVE	\$ 4,678	\$ 7,721	\$ 24,035
241	1001	LOAD BANK 2500KW 600V	\$ 4,376	\$ 8,752	\$ 26,255
241	1150	LOAD BANK 3000KW RESISTIVE	\$ 4,054	\$ 7,723	\$ 24,049
241	150	LOAD BANK 150KW AUTO	\$ 408	\$ 785	\$ 2,452
241	1900	LOAD BANK 1.8MVA RES/REAC	\$ 3,788	\$ 5,683	\$ 17,048
241	2000	LOAD BANK 3.3MVA RES/REAC	\$ 6,314	\$ 10,001	\$ 30,003
241	2100	LOAD BANK 6.25MVA RES/REAC	\$ 12,628	\$ 18,941	\$ 56,825
241	3450	TRANSFORMER ISOLATION 208V/208V	\$ 211	\$ 339	\$ 1,055
241	3459	TRANSFORMER 15KVA MILL PANEL 480/575V	\$ 142	\$ 311	\$ 840
241	3460	TRANSFORMER 30KVA MILL PANEL 480/575V	\$ 176	\$ 415	\$ 982
241	3465	TRANSFORMER 2500KVA MULTI TAP	\$ 1,288	\$ 2,632	\$ 7,098
241	3531	TRANSFORMER 2500KVA 600 - 480V	\$ 2,532	\$ 2,895	\$ 9,012
241	3550	TRANSFORMER 25KVA	\$ 89	\$ 226	\$ 524
241	3580	TRANSFORMER 45KVA 208/480V 120V AC	\$ 186	\$ 339	\$ 1,016

241	3600	TRANSFORMER 75KVA 3 PHASE	\$ 305	\$ 575	\$ 1,829
241	3620	TRANSFORMER 100-149KVA 3 PHASE	\$ 236	\$ 433	\$ 1,304
241	3640	TRANSFORMER 150KVA 3 PHASE	\$ 339	\$ 643	\$ 2,099
241	3642	TRANSFORMER 150KVA 400 AMP DIST PANEL	\$ 242	\$ 599	\$ 1,542
241	3650	TRANSFORMER 225KVA 3 PHASE DRY	\$ 368	\$ 791	\$ 2,263
241	3660	TRANSFORMER 300KVA 3 PHASE	\$ 433	\$ 824	\$ 2,391
241	3661	TRANSFORMER 300KVA 1200AMP PANEL	\$ 314	\$ 625	\$ 1,948
241	3680	TRANSFORMER 750KVA 3 PHASE DRY	\$ 615	\$ 1,022	\$ 3,296
241	3690	TRANSFORMER 1000KVA 3 PHASE DRY	\$ 792	\$ 1,591	\$ 4,775
241	3700	TRANSFORMER 1560KVA 3 PHASE DRY	\$ 1,654	\$ 2,751	\$ 8,824
241	3715	TRANSFORMER 5000KVA MULTI TAP	\$ 7,750	\$ 7,750	\$ 22,984
241	3718	TRANSFORMER 7000KVA MULTI TAP	\$ 9,478	\$ 9,816	\$ 29,450
241	3730	TRANSFORMER 110-150KVA ISOLATION	\$ 291	\$ 539	\$ 1,729
241	3885	TRANSFORMER 45KVA 575-208/120V 3 PHASE	\$ 142	\$ 292	\$ 839
241	3920	TRANSFORMER 75KVA 480-240/120V 3 PHASE	\$ 117	\$ 307	\$ 692
241	3925	TRANSFORMER 75KVA 200 AMP DIST PANEL	\$ 138	\$ 311	\$ 929
241	3930	TRANSFORMER 112.5KVA 480-208/120V 3 PHAS	\$ 173	\$ 332	\$ 1,008
241	3975	TRANSFORMER 225KVA 575-460V 3 PHASE	\$ 175	\$ 474	\$ 1,075
241	401	LOAD BANK 400KW RESISTIVE 600 VOLT	\$ 1,478	\$ 2,893	\$ 9,008
241	4795	QUAD BOX MINI 10/5 (30 AMP)	\$ 22	\$ 41	\$ 132
241	4812	QUAD BOX 12/5 EXTENSION CORD 50'	\$ 25	\$ 48	\$ 149
241	4813	QUAD BOX 12/5 EXTENSION CORD 100'	\$ 41	\$ 75	\$ 197
241	4816	QUAD BOX STRING 10/5 (30 AMP)	\$ 28	\$ 53	\$ 166
241	4821	QUAD BOX 10/5 EXTENSION CORD 50' 30AMP	\$ 16	\$ 33	\$ 99
241	4824	QUAD BOX 10/5 EXTENSION CORD 100' 30AMP	\$ 27	\$ 53	\$ 161
241	4827	QUAD BOX STRING GFCI 50' W/20' SPACING	\$ 25	\$ 45	\$ 126
241	4865	QUAD BOX FEEDER PANEL 100 AMP UL CAM	\$ 95	\$ 149	\$ 434
241	4870	QUAD BOX FEEDER PANEL 100 AMP X 30 AMP	\$ 136	\$ 225	\$ 665
241	4875	QUAD BOX FEEDER PANEL 200 AMP	\$ 151	\$ 301	\$ 873
241	4876	QUAD BOX FEEDER PANEL 200 AMP X 30 AMP	\$ 283	\$ 543	\$ 1,726
241	4885	EDISON PANEL 100 AMP UL CAM GFCI	\$ 82	\$ 183	\$ 535
241	4900	200 AMP CAM/50 AMP SPLITTER PANEL UL	\$ 105	\$ 248	\$ 529
241	4905	400A CAM/100A 208V SPLITTER PANEL UL	\$ 149	\$ 292	\$ 807
241	4910	400A CAM/100A 480V SPLITTER PANEL	\$ 141	\$ 295	\$ 860
241	4912	600 AMP MULTI PANEL	\$ 224	\$ 375	\$ 1,089
241	4915	1200 AMP MULTI PANEL	\$ 315	\$ 596	\$ 1,829
241	4917	200 AMP MULTI PANEL	\$ 142	\$ 207	\$ 707
241	4920	400 AMP 480V MULTI PANEL	\$ 241	\$ 526	\$ 1,598
241	4947	6000AMP COMMON BUSS	\$ 495	\$ 1,414	\$ 3,618
241	4960	MINI CAM 50'	\$ 25	\$ 48	\$ 145
241	50	LOAD BANK 17.5KW RACK MOUNT	\$ 276	\$ 579	\$ 1,804
241	500	LOAD BANK 500-599KW RESISTIVE	\$ 664	\$ 1,264	\$ 3,826
241	5105	STARLINE TERMINAL BLOCK 225A	\$ 103	\$ 192	\$ 599
241	5110	STARLINE TERMINAL BLOCK 250A	\$ 102	\$ 201	\$ 611
241	5125	STARLINE TERMINAL TAP CAN 400A	\$ 68	\$ 138	\$ 413
241	5190	NEUTRAL GROUND RESISTOR 600V	\$ 115	\$ 434	\$ 1,316
241	5200	PANEL POWER DISTRIBUTION	\$ 625	\$ 1,250	\$ 3,751
241	5204	30KVA POWER DISTRIBUTION 480/600V INPUT	\$ 103	\$ 264	\$ 604
241	5205	POWER DISTRIBUTION PANEL	\$ 110	\$ 226	\$ 654
241	5207	DIST PANEL WITH 50A TWIST LOCK 400A RV	\$ 265	\$ 436	\$ 1,373
241	5215	DISTRIBUTION PANEL 10 OUTLET	\$ 65	\$ 287	\$ 862
241	5230	DISTRIBUTION BOX 50 X 30 AMP RV	\$ 48	\$ 101	\$ 197
241	5231	DISTRIBUTION BOX 50 AMP RV	\$ 48	\$ 124	\$ 291
241	5233	DISTRIBUTION PANEL 200 AMP	\$ 247	\$ 479	\$ 1,500
241	5246	DISTRIBUTION BOX 200 AMP RV	\$ 149	\$ 292	\$ 854
241	5350	HARDWIRE PANEL 200 AMP	\$ 157	\$ 252	\$ 736
241	5355	HARDWIRE PANEL 400 AMP	\$ 220	\$ 440	\$ 1,397
241	5357	HARDWIRE PANEL 800 AMP	\$ 408	\$ 785	\$ 2,452
241	5362	SPIDER BOX PANEL GFCI	\$ 149	\$ 298	\$ 877
241	5425	200 AMP TRANSFER SWITCH DUAL	\$ 366	\$ 565	\$ 1,589
241	5440	400 AMP TRANSFER SWITCH DUAL	\$ 514	\$ 871	\$ 2,653
241	5445	600 AMP NEMA 1 480V TRANSFER SWITCH	\$ 467	\$ 899	\$ 2,710
241	5446	600 AMP TRANSFER SWITCH DUAL	\$ 511	\$ 964	\$ 2,999
241	5450	600 AMP NEMA 1 DUAL VOLT TRANSFER SWITCH	\$ 651	\$ 983	\$ 3,052
241	5455	800 AMP TRANSFER SWITCH DUAL	\$ 366	\$ 550	\$ 1,584
241	5460	1200 AMP TRANSFER SWITCH DUAL	\$ 358	\$ 659	\$ 1,659
241	5488	800 AMP TRANSFER SWITCH MANUAL 208-600V	\$ 339	\$ 617	\$ 1,922
241	5500	200 AMP DISCONNECT	\$ 135	\$ 245	\$ 763
241	5505	400 AMP DISCONNECT	\$ 224	\$ 382	\$ 1,197
241	5510	2000 AMP 480V DISCONNECT	\$ 663	\$ 1,033	\$ 3,065
241	5515	3000 AMP DISCONNECT	\$ 1,079	\$ 2,810	\$ 6,152
241	5620	800 AMP DISCONNECT	\$ 614	\$ 950	\$ 2,929
241	5725	50 AMP CALIFORNIA TO 50 AMP RV ADAPTOR	\$ 16	\$ 36	\$ 102
241	5950	CABLE TAIL #2 MALE	\$ 10	\$ 15	\$ 36
241	5955	CABLE TAIL #2 FEMALE	\$ 7	\$ 14	\$ 26
241	5970	CABLE TAIL 4/0 MALE	\$ 11	\$ 16	\$ 36
241	5980	CABLE TAIL 4/0 FEMALE	\$ 7	\$ 12	\$ 26
241	5988	CABLE TAIL 6/4 FEMALE	\$ 7	\$ 12	\$ 25
241	5989	CABLE TAIL 6/4 MALE	\$ 10	\$ 15	\$ 36
241	5994	2000 AMP TRANSFER SWITCH 480V	\$ 540	\$ 1,066	\$ 3,152
241	600	LOAD BANK 600-699KW RESISTIVE	\$ 1,055	\$ 1,697	\$ 5,276
241	6610	CORD RACK MOUNT C19/20	\$ 3	\$ 3	\$ 11
241	6700	CABLE 4/4 TYPE W SO (93 AMP) 50'	\$ 22	\$ 48	\$ 120
241	6705	CABLE 4/4 TYPE W SO (93 AMP) 100'	\$ 49	\$ 92	\$ 285
241	6710	CABLE 2/4 TYPE W SO (122 AMP) 50'	\$ 33	\$ 33	\$ 99
241	6720	CABLE 2-0/4 TYPE W SO (192 AMP) 50'	\$ 48	\$ 92	\$ 270
241	6745	CABLE 8/4 TYPE W SO (54 AMP) 35'	\$ 22	\$ 37	\$ 118
241	6750	CABLE 4/4 TYPE W SO (54 AMP) 25'	\$ 17	\$ 35	\$ 108
241	6755	CABLE 4/4 TYPE W SO (54 AMP) 75'	\$ 15	\$ 34	\$ 115
241	6802	CABLE 4/0 TYPE W EXT 10' W/BLK M&F CAM	\$ 34	\$ 65	\$ 195
241	6805	CABLE 4/5 BANDED CAMLOCK (140 AMP) 50'	\$ 28	\$ 76	\$ 174
241	6810	CABLE 4/5 BANDED CAMLOCK 140 AMP 10'	\$ 8	\$ 16	\$ 42
241	7075	CABLE JUMPERS	\$ 15	\$ 15	\$ 21
241	7076	CABLE 4/0 X 3' JUMPER	\$ 9	\$ 16	\$ 51
241	7077	CABLE 4/0 JUMPER DOUBLE FEMALE	\$ 8	\$ 10	\$ 33
241	7080	CABLE RAMPS	\$ 23	\$ 48	\$ 122

241	7105	GROUND ROD	\$ 15	\$ 32	\$ 84
241	7140	TEES 400 AMP F/F/M	\$ 8	\$ 14	\$ 43
241	7143	TURNAROUND 400A MALE-MALE 16 SERIES	\$ 10	\$ 16	\$ 51
241	7144	TURNAROUND 400A FEMALE-FEMALE 16 SERIES	\$ 10	\$ 16	\$ 51
241	7145	TEES 400 AMP M/M/F REV	\$ 9	\$ 15	\$ 43
241	7150	TEES F/F/M Y CORD WITH TAIL	\$ 9	\$ 14	\$ 43
241	7190	CABLE 2/5 X 50'	\$ 34	\$ 63	\$ 175
241	7199	CABLE 4/0 X 25'	\$ 26	\$ 72	\$ 222
241	7203	CABLE 4/0 X 50' BARE TO BARE	\$ 28	\$ 52	\$ 168
241	7275	CABLE 6/4 50 AMP 50'	\$ 24	\$ 48	\$ 128
241	7285	CABLE 6/4 - 100' LENGTH	\$ 32	\$ 66	\$ 161
241	7643	CABLE TAIL 15KV 4/0 SHLD W/DB15'	\$ 189	\$ 189	\$ 567
241	7644	CABLE 15KV 4/0 SHIELD W/DB 50'	\$ 188	\$ 238	\$ 611
241	7645	CABLE 15KV 4/0 SHIELD W/SC 50'	\$ 189	\$ 189	\$ 567
241	7646	CABLE 15KV 4/0 SHIELD W/DB 100'	\$ 376	\$ 376	\$ 1,203
241	7647	CABLE 15KV 4/0 SHIELD W/SC 100'	\$ 376	\$ 376	\$ 1,115
241	7652	CABLE 4/0 AWG 400 AMP 25' CAM	\$ 26	\$ 47	\$ 138
241	7658	CABLE 1/0 AWG 25' CAM	\$ 18	\$ 25	\$ 76
241	7662	CABLE 4/0 AWG 400 AMP 50' CAM	\$ 35	\$ 67	\$ 158
241	7795	CABLE #2 X 50' CAM/LOCK ENDS	\$ 9	\$ 20	\$ 51
241	8010	CABLE BANDED 5 WIRE 50'	\$ 64	\$ 130	\$ 380
241	850	LOAD BANK 1000KW RESISTIVE	\$ 1,429	\$ 2,665	\$ 8,289
241	925	LOAD BANK 2000KW RESISTIVE	\$ 3,636	\$ 5,768	\$ 17,957
244	110	CHILLER 10 - 19 TON	\$ 550	\$ 1,158	\$ 3,355
244	130	CHILLER 30 - 39 TON	\$ 679	\$ 1,358	\$ 4,261
244	1400	CHILLER 400 - 499 TON	\$ 4,650	\$ 9,129	\$ 26,627
244	160	CHILLER 60 - 79 TON	\$ 1,163	\$ 2,324	\$ 6,847
244	2200	CHILLER 200 - 249 TON MOBILE	\$ 2,921	\$ 5,842	\$ 17,527
244	2226	CHILLER 500 TON AIR COOLED	\$ 6,485	\$ 11,336	\$ 35,315
244	225	CHILLER 125 - 149 TON	\$ 2,337	\$ 4,674	\$ 14,022
244	2257	DEHUMIDIFIER DESICCANT 500 CFM	\$ 634	\$ 1,250	\$ 5,235
244	2261	DEHUMIDIFIER DESICCANT 2000 CFM	\$ 874	\$ 1,667	\$ 5,011
244	2264	DEHUMIDIFIER DESICCANT 5000 CFM	\$ 5,229	\$ 10,458	\$ 31,375
244	2265	DEHUMIDIFIER DESICCANT 5000 CFM E/G	\$ 1,642	\$ 8,014	\$ 33,571
244	2275	DEHUMIDIFIER DESICCANT 15000 CFM	\$ 3,803	\$ 15,646	\$ 67,127
244	2370	CHILLER 70 TON	\$ 1,933	\$ 3,032	\$ 9,003
244	240	CHILLER 100 - 124 TON	\$ 1,958	\$ 3,914	\$ 11,685
244	2420	CHILLER PUMP 250 GPM	\$ 186	\$ 304	\$ 925
244	2430	CHILLER PUMP 550 GPM	\$ 136	\$ 265	\$ 789
244	2431	CHILLER PUMP 1200-1500 GPM	\$ 474	\$ 929	\$ 2,795
244	2432	CHILLER PUMP 700 GPM	\$ 385	\$ 666	\$ 2,012
244	2435	CHILLER PUMP 3000 GPM	\$ 1,299	\$ 2,184	\$ 6,790
244	25	HOSE TPU CHILLER 4" X 25'	\$ 18	\$ 37	\$ 113
244	2503	AIR CONDITION 3.5 TON WITH HEAT	\$ 524	\$ 839	\$ 2,571
244	2505	AIR CONDITION 5 TON DX 208V	\$ 539	\$ 1,099	\$ 3,297
244	2506	AIR CONDITION 5 TON DX 480V	\$ 539	\$ 1,099	\$ 3,297
244	2507	AIR CONDITION 12 TON CLIMATE 480V	\$ 979	\$ 1,863	\$ 4,354
244	2509	AIR CONDITION 10 TON DX 480V	\$ 671	\$ 1,323	\$ 3,814
244	2510	AIR CONDITION 10 TON DX 208V	\$ 634	\$ 1,274	\$ 3,814
244	2512	AIR CONDITION 10 TON VERTICAL	\$ 511	\$ 974	\$ 3,123
244	2513	AIR CONDITION 12 TON PAC SLIM	\$ 979	\$ 1,863	\$ 4,354
244	2514	AIR CONDITION 12 TON CLIMATE 208V W/HEAT	\$ 979	\$ 1,863	\$ 4,354
244	2515	AIR CONDITION 15 TON DX 208V	\$ 498	\$ 1,559	\$ 3,675
244	2521	AIR CONDITION 20 TON HIGH STATIC	\$ 1,435	\$ 3,698	\$ 7,897
244	2523	AIR CONDITION 20-25 TON VERTICAL	\$ 973	\$ 2,063	\$ 5,058
244	2524	AIR CONDITION 25-30 TON WITH HEAT 480V	\$ 987	\$ 2,071	\$ 6,213
244	2525	AIR CONDITION 25-30 TON WITH HEAT 600V	\$ 1,463	\$ 2,428	\$ 7,553
244	2540	AIR CONDITION 40 TON	\$ 1,168	\$ 2,337	\$ 7,011
244	2541	AIR CONDITION 40 TON XP HIGH STATIC	\$ 1,414	\$ 2,827	\$ 8,472
244	2560	AIR CONDITION 50 - 60 TON	\$ 1,752	\$ 3,505	\$ 10,516
244	2565	AIR CONDITION 60 TON HIGH STATIC	\$ 2,757	\$ 5,657	\$ 16,323
244	2820	AIR CONDITION 20 TON	\$ 746	\$ 1,549	\$ 4,009
244	2830	AIR CONDITION 30 TON 76KW	\$ 1,221	\$ 2,442	\$ 7,303
244	2880	AIR CONDITION 80 TON	\$ 2,498	\$ 4,542	\$ 15,251
244	2881	AIR CONDITION 80 TON HIGH STATIC (XP)	\$ 1,334	\$ 3,414	\$ 8,165
244	3171	AIR CONDITION 5 TON CLIMATE 208V W/HEAT	\$ 757	\$ 1,513	\$ 4,530
244	3172	AIR CONDITION 5 TON CLIMATE 480V	\$ 757	\$ 1,513	\$ 4,530
244	3173	AIR CONDITION 5 TON CLIMATE 480V W/HEAT	\$ 757	\$ 1,513	\$ 4,530
244	3350	AIR HANDLER 50-70 TON	\$ 690	\$ 1,365	\$ 4,099
244	3400	AIR HANDLER 100 TON	\$ 840	\$ 1,586	\$ 4,987
244	3410	AIR HANDLER 120 TON	\$ 923	\$ 1,762	\$ 5,284
244	3420	CHILLER COIL BOX	\$ 768	\$ 1,221	\$ 4,200
244	3905	PLATE HEAT EXCHANGER 300-399 SQ FT	\$ 2,822	\$ 2,822	\$ 8,368
244	3910	PLATE HEAT EXCHANGER 600-699 SQ FT	\$ 4,534	\$ 4,534	\$ 13,446
244	3915	PLATE HEAT EXCHANGER 900-999 SQ FT	\$ 7,579	\$ 7,579	\$ 22,478
244	3965	TUBE HEAT EXCHANGER 500-999 SQ FT	\$ 4,691	\$ 4,691	\$ 13,912
244	3970	TUBE HEAT EXCHANGER 1000-1999 SQ FT	\$ 6,589	\$ 6,589	\$ 19,540
244	3975	TUBE HEAT EXCHANGER 2000-2999 SQ FT	\$ 8,593	\$ 8,827	\$ 27,484
244	4050	COOLING TOWER 300 TON	\$ 871	\$ 1,848	\$ 5,913
244	4100	COOLING TOWER 500 TON	\$ 2,512	\$ 4,771	\$ 14,847
244	4105	COOLING TOWER 1000 TON	\$ 5,435	\$ 9,316	\$ 29,009
244	4159	3" X 25' CHILLER SUCTION HOSE	\$ 15	\$ 33	\$ 90
244	4160	3" X 50' CHILLER HOSE SUCTION	\$ 40	\$ 74	\$ 235
244	4161	4" X 20' CHILLER HOSE SUCTION	\$ 33	\$ 51	\$ 157
244	4163	6" X 20' CHILLER HOSE SUCTION	\$ 8	\$ 33	\$ 100
244	4164	6" X 25' CHILLER HOSE SUCTION GROOVED	\$ 37	\$ 58	\$ 159
244	4165	HOSE TPU CHILLER 3" X 25'	\$ 23	\$ 35	\$ 99
244	4166	HOSE TPU CHILLER 3" X 50'	\$ 20	\$ 39	\$ 122
244	4170	2"-150# CHILLER HOSE W/QUICK CONNECTS	\$ 18	\$ 40	\$ 115
244	4175	3"-150# CHILLER HOSE W/QUICK CONNECTS	\$ 35	\$ 50	\$ 153
244	4180	4"-150# CHILLER HOSE W/QUICK CONNECTS	\$ 24	\$ 45	\$ 130
244	4189	A/C DUCT Y SPLITTER	\$ 34	\$ 67	\$ 199
244	4190	CHILLER VALVES LESS THAN 6"	\$ 18	\$ 37	\$ 118
244	4198	CHILLER MANIFOLDS	\$ 73	\$ 116	\$ 359
244	4201	TOWER PUMP 1500 GPM 50HP	\$ 361	\$ 976	\$ 2,830
244	4405	VICTAULIC FITTING 3"	\$ 11	\$ 18	\$ 59

244	4410	VICTAULIC FITTING 4"	\$.30	\$ 18	\$ 57
244	4415	VICTAULIC FITTING 6"	\$.10	\$ 20	\$ 58
244	4496	VICTAULIC ELBOW 3" 90 DEGREE	\$ 11	\$ 16	\$ 50
244	4510	VICTAULIC ELBOW 6" 45 DEGREE	\$ 12	\$ 24	\$ 68
244	4511	VICTAULIC ELBOW 6" 90 DEGREE	\$ 8	\$ 14	\$ 42
244	4512	VICTAULIC TO FLANGE 6"	\$ 14	\$ 25	\$ 78
244	4514	VICTAULIC TO FLANGE FITTING 8"	\$ 12	\$ 24	\$ 76
244	4517	TEE 6", VICTAULIC	\$ 16	\$ 27	\$ 84
244	4520	VICTAULIC REDUCER 6" X 4"	\$ 5	\$ 9	\$ 27
244	4710	6" FLANGE 25' HOSE	\$ 33	\$ 61	\$ 189
244	4750	4" STEEL BRAIDED HOSE 20'	\$ 128	\$ 245	\$ 763
244	4755	4" QUICK CONNECT 90'S	\$ 24	\$ 49	\$ 142
244	4770	4" FLANGE TO 4" QUICK CONNECT MALE	\$ 14	\$ 26	\$ 82
244	4980	DUCT 12"X8" W/CEILING TILE KIT	\$ 18	\$ 36	\$ 100
244	4985	DUCT 16"X8" W/CEILING TILE KIT	\$ 11	\$ 24	\$ 72
244	50	HOSE TPU CHILLER 4" X 50'	\$ 18	\$ 41	\$ 123
244	5050	A/C DUCTING 12" X 25'	\$ 18	\$ 45	\$ 124
244	5054	A/C DUCTING 14" X 25'	\$ 18	\$ 47	\$ 127
244	5125	A/C DUCTING 16" X 25' SUPPLY	\$ 41	\$ 64	\$ 185
244	5200	A/C DUCTING 20" X 25'	\$ 45	\$ 95	\$ 258
244	5203	A/C DUCTING 20" X 25' RETURN 3" PITCH	\$ 45	\$ 95	\$ 258
244	5210	A/C DUCTING Y 20" SPLITTER	\$ 12	\$ 27	\$ 84
244	55	HOSE TPU CHILLER 6" X 50'	\$ 33	\$ 76	\$ 193
244	57	HOSE TPU CHILLER 6" X 25'	\$ 47	\$ 57	\$ 243
250	120	PROPANE TANK 33# VAPOR	\$ 7	\$ 12	\$ 21
250	995	BLOWER AXIAL 8" ELECTRIC	\$ 50	\$ 112	\$ 309
250	1000	BLOWER AXIAL 12" ELECTRIC	\$ 64	\$ 142	\$ 339
250	1013	BLOWER AXIAL 20" ELECTRIC	\$ 80	\$ 205	\$ 491
250	1015	BLOWER VANEXIAL 12" ELECTRIC EXP PROOF	\$ 135	\$ 292	\$ 710
250	1060	BLOWER 8,000-11,000 CFM	\$ 87	\$ 196	\$ 463
250	1080	BLOWER VENTILATION 12,000 CFM DIESEL	\$ 423	\$ 1,066	\$ 2,809
250	0120	PROPANE TANK 33# VAPOR	\$ 14	\$ 36	\$ 96
250	1150	DUCT HOSE 8" X 25'	\$ 20	\$ 54	\$ 105
250	1161	HEAT DUCT 12" X 25' HIGH TEMP	\$ 28	\$ 70	\$ 198
250	1164	HEAT DUCT 16" X 25' HIGH TEMP	\$ 23	\$ 54	\$ 134
250	1168	HEAT DUCT 20" X 25' HIGH TEMP	\$ 38	\$ 84	\$ 246
250	1175	DUCT HOSE 12" X 25'	\$ 24	\$ 65	\$ 126
250	1179	DUCT HOSE 12" X 12'	\$ 20	\$ 33	\$ 97
250	1183	DUCT HOSE 20" X 25'	\$ 20	\$ 96	\$ 98
250	1710	AIR CIRCULATING FAN 28"-36"	\$ 62	\$ 137	\$ 326
250	1836	DRUM FAN 36"	\$ 55	\$ 125	\$ 304
250	1842	DRUM FAN 42"	\$ 66	\$ 155	\$ 384
250	1848	DRUM FAN 48"	\$ 76	\$ 186	\$ 463
250	2130	FAN PEDESTAL 30"	\$ 24	\$ 83	\$ 177
250	2155	FAN WATER COOLED LARGE	\$ 257	\$ 578	\$ 1,413
250	2160	FAN WATER COOLED	\$ 192	\$ 417	\$ 963
250	2160	COOLING FAN, 14,000 CFM, 115V ELEC OPERATION	\$ 203	\$ 408	\$ 1,223
250	2166	FAN HIGH VOLUME 20"	\$ 43	\$ 137	\$ 333
250	2200	AIR CIRCULATING FAN 42"	\$ 66	\$ 170	\$ 413
250	2205	AIR CIRCULATING FAN 48"	\$ 65	\$ 147	\$ 348
250	2208	EVAPORATIVE COOLING FAN 16"-18"	\$ 66	\$ 148	\$ 352
250	2210	EVAPORATIVE COOLING FAN 48"	\$ 183	\$ 468	\$ 1,227
250	2213	EVAPORATIVE COOLING FAN 24"-36"	\$ 167	\$ 375	\$ 901
250	2250	DEHUMIDIFIER SMALL	\$ 73	\$ 215	\$ 510
250	2275	DEHUMIDIFIER MEDIUM	\$ 97	\$ 243	\$ 579
250	2280	DEHUMIDIFIER LARGE	\$ 142	\$ 316	\$ 752
250	2300	AIR PURIFIER	\$ 99	\$ 282	\$ 830
250	2325	CARPET BLOWER DRYER	\$ 34	\$ 73	\$ 175
250	2350	CARPET BLOWER DRYER 3 SPEED	\$ 34	\$ 77	\$ 185
250	2445	HEATER ELECTRIC 9KW-15KW 240V 1 PHASE	\$ 66	\$ 178	\$ 395
250	2446	HEATER ELECTRIC 15KW-30KW 480V 3 PHASE	\$ 86	\$ 238	\$ 594
250	2475	HEATER INDIRECT 400K BTU	\$ 239	\$ 579	\$ 1,311
250	3005	HEATER SPACE INDIRECT 90K-100K BTU KERO	\$ 90	\$ 224	\$ 688
250	3025	HEATER SPACE 150K BTU PROPANE	\$ 73	\$ 187	\$ 415
250	3035	HEATER SPACE 200K BTU KEROSENE	\$ 92	\$ 225	\$ 515
250	3040	HEATER INDIRECT 200K-250K BTU KEROSENE	\$ 197	\$ 479	\$ 1,032
250	3065	HEATER INDIRECT 300K BTU KEROSENE	\$ 207	\$ 575	\$ 1,125
250	3100	HEATER DIRECT 400K BTU	\$ 108	\$ 278	\$ 637
250	3115	HEATER INDIRECT 500K BTU DUAL FUEL	\$ 554	\$ 1,545	\$ 3,254
250	3116	HEATER 660K BTU FLAMELESS TOWABLE	\$ 489	\$ 2,664	\$ 9,110
250	3117	HEATER INDIRECT 700K BTU LPG/NATURAL GAS	\$ 642	\$ 1,605	\$ 3,852
250	3118	HEATER INDIRECT 700K BTU SELF CONTAINED	\$ 968	\$ 2,039	\$ 6,788
250	3119	HEATER 550K BTU FLAMELESS	\$ 373	\$ 2,482	\$ 7,955
250	3121	HEATER INDIRECT 750K BTU DIESEL	\$ 730	\$ 1,976	\$ 4,748
250	3122	HEATER 1MM BTU DSL HIGH VOLUME TOWABLE	\$ 737	\$ 1,853	\$ 4,635
250	3123	HEATER INDIRECT 1MM BTU SKID MOUNTED	\$ 375	\$ 1,061	\$ 3,405
250	3124	HEATER DIRECT 1MM BTU	\$ 162	\$ 435	\$ 935
250	3125	HEATER DIRECT 1.5MM BTU	\$ 371	\$ 1,170	\$ 2,443
250	3129	HEATER 1.2MM BTU FLAMELESS TOWABLE	\$ 1,404	\$ 4,214	\$ 10,300
250	3170	HEATER INFRARED 110K BTU KEROSENE	\$ 89	\$ 226	\$ 539
250	3260	HEATER CONVECTION 200K-250K BTU	\$ 30	\$ 87	\$ 183
250	3405	HEATER 6KW ELECTRIC 220V	\$ 38	\$ 100	\$ 262
250	3415	HEATER 9 KW ELECTRIC 220V	\$ 65	\$ 128	\$ 398
250	3428	HEATER 1.5 KW 110V ELECTRIC	\$ 42	\$ 118	\$ 312
250	3433	HEATER 208V ELECTRIC	\$ 97	\$ 205	\$ 510
250	3434	HEATER 65K BTU 240V/3PH ELECTRIC	\$ 257	\$ 514	\$ 1,541
250	3436	HEATER 240V ELECTRIC	\$ 115	\$ 257	\$ 658
250	3437	HEATER 136K BTU 480V ELECTRIC	\$ 151	\$ 399	\$ 908
250	3439	HEATER 65K BTU 240V/1PH ELECTRIC	\$ 134	\$ 388	\$ 810
250	3441	HEATER FORCED AIR 30-50K BTU	\$ 42	\$ 129	\$ 257
250	3443	HEATER 15 KW 480V ELECTRIC	\$ 226	\$ 348	\$ 968
250	3444	HEATER 30 KW 480V ELECTRIC	\$ 229	\$ 352	\$ 968
250	3447	HEATER INLINE 50 - 75 KW	\$ 296	\$ 590	\$ 1,753
250	3460	HEATER 16S-175K BTU KEROSENE	\$ 73	\$ 204	\$ 484
250	3477	HEATER 400K BTU NATURAL GAS	\$ 284	\$ 723	\$ 1,741
250	3483	HEATER 350K BTU DUCTED LPG/NATURAL GAS	\$ 229	\$ 638	\$ 1,484

250	3484	HEATER 400K BTU DUCTED	\$ 284	\$ 685	\$ 1,845
250	3485	HEATER 500K BTU DUCTED DIESEL	\$ 200	\$ 558	\$ 1,455
250	3486	HEATER 350K BTU DUCTED DIESEL	\$ 233	\$ 645	\$ 1,455
250	3488	HEATER 400K BTU FLAMELESS TOWABLE	\$ 576	\$ 1,733	\$ 4,966
250	3530	HEATER 400K BTU KEROSENE	\$ 203	\$ 411	\$ 1,118
250	3557	PROPANE TANK 7.5 GALLON 30#	\$ 7	\$ 13	\$ 27
250	3576	PROPANE TANK 10 FORKLIFT	\$ 18	\$ 18	\$ 57
250	3600	PROPANE TANK 25 GALLON 100#	\$ 8	\$ 14	\$ 38
250	3650	PROPANE TANK 33# LIQUID	\$ 52	\$ 52	\$ 53
250	5900	SENTRY NEGATIVE AIR FILTER	\$ 101	\$ 241	\$ 625
250	5905	AIR SCRUBBER 500 CFM	\$ 100	\$ 262	\$ 596
250	5919	AIR SCRUBBER 1900 CFM	\$ 140	\$ 321	\$ 816
250	5920	AIR SCRUBBER 2400 CFM	\$ 203	\$ 511	\$ 1,276
250	6110	SPOT COOLER 10-14K BTU 1.2 TON 110V	\$ 271	\$ 550	\$ 1,513
250	6111	SPOT COOLER 10K-14K BTU W/HEAT	\$ 271	\$ 550	\$ 1,513
250	6120	SPOT COOLER 18K BTU 1.5 TON 110V	\$ 227	\$ 498	\$ 1,297
250	6121	SPOT COOLER 18K BTU WATER COOLED	\$ 222	\$ 538	\$ 1,324
250	6130	SPOT COOLER 22K BTU 1.8 TON 208V	\$ 254	\$ 585	\$ 1,457
250	6135	SPOT COOLER 36K BTU 3 TON 220V	\$ 454	\$ 866	\$ 2,641
250	6145	SPOT COOLER 60K BTU 5 TON 480V	\$ 583	\$ 1,110	\$ 3,448
250	6146	SPOT COOLER 60K BTU 5 TON 480V W/HEAT	\$ 536	\$ 1,029	\$ 3,088
250	6147	SPOT COOLER 60K BTU 5 TON 480V WATERCOOL	\$ 536	\$ 1,029	\$ 3,088
250	6150	SPOT COOLER 65K BTU 5 TON 240V	\$ 536	\$ 1,029	\$ 3,088
250	6151	SPOT COOLER 65K BTU 5 TON 240V WATERCOOL	\$ 536	\$ 1,029	\$ 3,088
250	6152	SPOT COOLER 65K BTU 5 TON 208V W/HEAT	\$ 536	\$ 1,029	\$ 3,088
250	6447	HEATER DRY 20-30 KW 600V ELECTRIC	\$ 97	\$ 282	\$ 628
250	6455	HEATER DRY 75 KW ELECTRIC	\$ 647	\$ 1,102	\$ 3,420
250	6485	HEATER DRY 60 KW ELECTRIC 300 DEGREE	\$ 501	\$ 946	\$ 2,755
250	6490	HEATER DRY 150 KW ELECTRIC 300 DEGREE	\$ 1,010	\$ 1,845	\$ 4,863
250	6520	HEATER FORCED AIR 350K-375K BTU LPG	\$ 134	\$ 346	\$ 778
250	6525	HEATER INDIRECT 350K-399K BTU LPG/NG	\$ 95	\$ 210	\$ 448
250	6812	GROUND HEATER UP TO 2500 SQ FT	\$ 602	\$ 1,909	\$ 5,162
250	6815	GROUND HEATER 5000-6000 SQ FT	\$ 1,176	\$ 3,310	\$ 8,911
250	6821	GROUND HEATER 11000-12000 SQ FT	\$ 2,273	\$ 4,553	\$ 10,080
250	6905	DRYHEAT CENTRAL HEATING UNIT	\$ 774	\$ 1,989	\$ 4,971
260	1800	CHAIN HOIST ELECTRIC 1000LB	\$ 114	\$ 239	\$ 586
260	1805	CHAIN HOIST ELECTRIC 2000LB	\$ 133	\$ 297	\$ 710
260	1810	CHAIN HOIST ELECTRIC 2000/4000	\$ 170	\$ 380	\$ 906
260	1818	CHAIN HOIST ELECTRIC 10,000LB 230/460	\$ 258	\$ 584	\$ 1,388
260	1860	CHAIN HOIST MANUAL 4,000LB	\$ 56	\$ 127	\$ 302
260	1865	CHAIN HOIST MANUAL 6,000LB	\$ 71	\$ 156	\$ 374
260	1870	CHAIN HOIST MANUAL 10,000LB	\$ 94	\$ 212	\$ 506
260	2967	COME-A-LONG 4000LB	\$ 30	\$ 68	\$ 163
260	2975	COME-A-LONG 18000LB	\$ 91	\$ 192	\$ 458
260	3005	COME-A-LONG 1500LB	\$ 22	\$ 50	\$ 114
260	3015	COME-A-LONG 3000LB	\$ 29	\$ 72	\$ 170
260	9910	TIE-DOWN CHAIN - 20 FT	\$ 2	\$ 7	\$ 13
260	9920	CHAIN BINDER	\$ 2	\$ 7	\$ 13
260	6070	BLOCK CONDUCTOR 7"	\$ 5	\$ 5	\$ 5
260	6116	BLOCK CONDUCTOR 16" HELI	\$ 2	\$ 2	\$ 2
260	6117	BLOCK CONDUCTOR 16"	\$ 26	\$ 26	\$ 26
260	6118	BLOCK CONDUCTOR 16" W/ GROUND	\$ 43	\$ 43	\$ 43
260	6122	BLOCK CONDUCTOR 12" HELI	\$ 2	\$ 2	\$ 2
260	6123	BLOCK CONDUCTOR 12"	\$ 21	\$ 21	\$ 21
260	6222	BLOCK CONDUCTOR 22" HELI	\$ 42	\$ 42	\$ 42
260	6224	BLOCK CONDUCTOR 22" GROUND	\$ 68	\$ 68	\$ 68
260	6225	BLOCK CONDUCTOR 22"	\$ 44	\$ 44	\$ 44
260	6226	BLOCK CONDUCTOR 22" W/ GROUND	\$ 56	\$ 56	\$ 56
260	6278	BLOCK CONDUCTOR BUNDLE 28" W/ GROUND	\$ 215	\$ 215	\$ 215
260	6279	BLOCK CONDUCTOR BUNDLE 28"	\$ 159	\$ 159	\$ 159
260	6280	BLOCK CONDUCTOR 28"	\$ 152	\$ 152	\$ 152
260	6281	BLOCK CONDUCTOR 28" W/ GROUND	\$ 204	\$ 204	\$ 204
260	6282	BLOCK CONDUCTOR 28" HELI	\$ 41	\$ 41	\$ 41
260	6283	BLOCK CONDUCTOR 28" GROUND	\$ 61	\$ 61	\$ 61
260	6284	BLOCK CONDUCTOR HEADBAR	\$ 11	\$ 11	\$ 11
260	6285	BLOCK CONDUCTOR RACK	\$ 82	\$ 82	\$ 82
260	6286	BLOCK CONDUCTOR RUNNING BOARD	\$ 315	\$ 315	\$ 315
260	8287	BLOCK CONDUCTOR WIRE STORAGE BASE	\$ 15	\$ 15	\$ 15
260	8288	BLOCK CONDUCTOR CROSSARM BRACKET	\$ 3	\$ 3	\$ 3
260	8289	BLOCK CONDUCTOR GROUND STUD	\$ 3	\$ 3	\$ 3
290	1515	PRUNER POWER CHAIN SAW HEAD	\$ 77	\$ 230	\$ 546
290	2100	AERATOR LAWN GAS POWERED	\$ 106	\$ 342	\$ 763
290	2130	AERATOR LAWN GAS POWERED LARGE	\$ 90	\$ 320	\$ 769
290	2455	SOD CUTTER 18"	\$ 149	\$ 457	\$ 914
290	3010	AUGER GAS 1 MAN	\$ 86	\$ 285	\$ 724
290	3012	AUGER HYDRAULIC 1 MAN	\$ 111	\$ 376	\$ 830
290	3020	AUGER GAS 2 MAN	\$ 122	\$ 315	\$ 782
290	3023	AUGER TOWABLE GAS	\$ 130	\$ 358	\$ 893
290	3060	AUGER BIT 6"	\$ 18	\$ 43	\$ 107
290	3080	AUGER BIT 8"	\$ 21	\$ 53	\$ 132
290	3085	AUGER BIT 8" FOR 1 MAN AUGER	\$ 11	\$ 48	\$ 60
290	3100	AUGER BIT 10"	\$ 14	\$ 37	\$ 102
290	3120	AUGER BIT 12"	\$ 25	\$ 37	\$ 93
290	4325	CHIPPER 6" SELF FEED	\$ 254	\$ 608	\$ 1,552
290	4450	CHIPPER 12"-13"	\$ 529	\$ 1,319	\$ 3,111
290	4456	CHIPPER 18"	\$ 442	\$ 1,522	\$ 3,804
290	4800	SPLITTER LOG GAS HYDRAULIC	\$ 116	\$ 290	\$ 845
290	4925	STUMP GRINDER MEDIUM 11-14HP	\$ 235	\$ 765	\$ 1,778
290	4955	STUMP GRINDER 35HP HYDRAULIC	\$ 319	\$ 1,051	\$ 2,343
290	4960	STUMP GRINDER 20-30HP HYDRAULIC	\$ 311	\$ 984	\$ 1,711
290	6565	MOWER COMMERCIAL 60"-65"	\$ 182	\$ 569	\$ 1,098
290	7380	MOWER WEED SELF POWERED	\$ 131	\$ 398	\$ 956
290	7450	TILLER 5HP WALKBEHIND	\$ 91	\$ 288	\$ 549
290	7485	TILLER 6-8HP REAR TINE	\$ 97	\$ 264	\$ 791
290	7530	TILLER 13HP WALKBEHIND REAR TINE	\$ 156	\$ 438	\$ 1,314
290	7925	BACKPACK BLOWER LARGE	\$ 46	\$ 148	\$ 320

290	7958	BLOWER WALKBEHIND 13HP	\$ 78	\$ 200	\$ 546
290	8300	SPRAYER 3 GALLON HAND	\$ 9	\$ 20	\$ 52
290	8550	STRAW BLOWER	\$ 241	\$ 616	\$ 1,530
290	8640	ROLLER LAWN	\$ 18	\$ 55	\$ 118
290	8813	HYDROSEEDER 600-800 GALLON	\$ 315	\$ 1,041	\$ 1,852
290	9475	LADDER STEP 16'	\$ 67	\$ 204	\$ 341
290	9480	LADDER STEP 16' FIBERGLASS	\$ 67	\$ 204	\$ 341
300	1000	SCISSOR LIFT 10-13' ELECTRIC	\$ 149	\$ 289	\$ 505
300	1500	SCISSOR LIFT 14-18' ELECTRIC	\$ 157	\$ 315	\$ 476
300	1512	VERTICAL LIFT 12' ELEC SELF PROPELLED	\$ 154	\$ 315	\$ 505
300	1515	VERTICAL LIFT 15' ELEC SELF PROPELLED	\$ 188	\$ 353	\$ 571
300	1520	VERTICAL LIFT 20' ELEC SELF PROPELLED	\$ 199	\$ 398	\$ 622
300	1999	SCISSOR LIFT 18-19' ELECTRIC 60" LENGTH	\$ 169	\$ 296	\$ 532
300	2000	SCISSOR LIFT 19' ELECTRIC	\$ 175	\$ 320	\$ 564
300	2001	SCISSOR LIFT 20-21' ELECTRIC	\$ 182	\$ 327	\$ 590
300	2003	SCISSOR LIFT 20-21' ELECTRIC POWER DECK	\$ 182	\$ 327	\$ 590
300	2080	PUSHAROUND 15-20' DC	\$ 157	\$ 372	\$ 658
300	2514	SCISSOR LIFT 24-26' ELECTRIC 68" LENGTH	\$ 238	\$ 441	\$ 861
300	2515	SCISSOR LIFT 24-26' ELECTRIC 30-36" WIDE	\$ 238	\$ 441	\$ 861
300	2525	SCISSOR LIFT 24-26' ELECTRIC 46-68" WIDE	\$ 238	\$ 441	\$ 861
300	2545	SCISSOR LIFT 25-27' ELECTRIC 4WD	\$ 261	\$ 560	\$ 1,191
300	2551	SCISSOR LIFT 25-27' IC 4WD	\$ 283	\$ 679	\$ 1,396
300	2575	PUSHAROUND LIFT STRADDLE ATTACHMENT	\$ 170	\$ 381	\$ 818
300	2580	PUSHAROUND 20-25' DC	\$ 189	\$ 441	\$ 780
300	2995	SCISSOR LIFT 30-33' ELECTRIC 32" WIDE	\$ 283	\$ 674	\$ 1,266
300	2999	SCISSOR LIFT 30-33' ELECTRIC 46-48" WIDE	\$ 251	\$ 585	\$ 1,078
300	3000	SCISSOR LIFT 30-33' ELECTRIC 68" WIDE	\$ 292	\$ 679	\$ 1,265
300	3045	SCISSOR LIFT 30-35' ELECTRIC 4WD	\$ 362	\$ 736	\$ 1,475
300	3051	SCISSOR LIFT 30-35' IC 4WD	\$ 353	\$ 780	\$ 1,625
300	3052	SCISSOR LIFT 30-35' IC 4WD SPEED LEVEL	\$ 382	\$ 853	\$ 1,848
300	3080	PUSHAROUND 26-35' DC	\$ 202	\$ 465	\$ 837
300	4000	SCISSOR LIFT 39-40' ELECTRIC	\$ 393	\$ 861	\$ 1,689
300	4047	SCISSOR LIFT 39-40' ELECTRIC 45-48" WIDE	\$ 432	\$ 871	\$ 1,715
300	4051	SCISSOR LIFT 36-49' IC 4WD	\$ 378	\$ 861	\$ 1,754
300	4080	PUSHAROUND 36-48' DC	\$ 245	\$ 630	\$ 1,186
300	4555	SCISSOR LIFT 45' ELECTRIC 55" WIDE	\$ 425	\$ 800	\$ 1,461
300	5050	SCISSOR LIFT 50-59' IC 4WD	\$ 515	\$ 1,175	\$ 2,301
300	5060	SCISSOR LIFT 60-70' IC 4WD	\$ 766	\$ 1,791	\$ 4,311
310	1230	GLAZIER PACKAGE FOR BOOM	\$ 16	\$ 35	\$ 85
310	1526	BOOM VERTICAL MAST 26' SELF PROPELLED	\$ 336	\$ 930	\$ 1,991
310	3001	BOOM 30-39' ARTICULATING IC 4WD	\$ 393	\$ 968	\$ 2,060
310	3050	BOOM 30-33' ARTICULATING DC	\$ 345	\$ 847	\$ 1,902
310	3080	BOOM 30-36' TOWABLE	\$ 357	\$ 899	\$ 1,937
310	3450	BOOM 34-39' ARTICULATING DC	\$ 369	\$ 908	\$ 1,974
310	3524	BOOM 35-42' GAS/AC ART NARROW CRAWLER	\$ 582	\$ 1,405	\$ 3,211
310	4001	BOOM 40-50' ARTICULATING	\$ 374	\$ 922	\$ 2,190
310	4003	BOOM 45-50' TELESCOPIC 4WD	\$ 374	\$ 922	\$ 2,190
310	4026	BOOM 37-44' TELESCOPIC	\$ 357	\$ 919	\$ 2,122
310	4050	BOOM 40-46' ARTICULATING ELEC NARROW	\$ 382	\$ 922	\$ 2,190
310	4051	BOOM 43-46' ARTICULATING ELECTRIC	\$ 405	\$ 1,030	\$ 2,254
310	4423	BOOM 42-44' LJ/BAT/AC ART NARROW CRAWLER	\$ 660	\$ 1,957	\$ 4,328
310	4424	BOOM 42-44' DSL/AC ART NARROW CR	\$ 765	\$ 1,630	\$ 3,441
310	5023	BOOM 46-50' TOWABLE	\$ 395	\$ 1,060	\$ 2,316
310	5124	BOOM 49-53' DSL/AC ART NARROW CR	\$ 1,101	\$ 2,376	\$ 5,658
310	5423	BOOM 54-56' LJ/BAT/AC ART NARROW	\$ 1,465	\$ 3,792	\$ 8,405
310	5424	BOOM 54-56' DSL/AC ART NARROW CR	\$ 1,116	\$ 2,900	\$ 7,394
310	6001	BOOM 60-64' ARTICULATING	\$ 506	\$ 1,273	\$ 3,051
310	6003	BOOM 60-64' ARTICULATING ELEC/MULTI PWR	\$ 639	\$ 1,447	\$ 3,136
310	6005	BOOM 60-64' TELESCOPIC ELECT/MULTI PWR	\$ 506	\$ 1,273	\$ 3,111
310	6026	BOOM 60-64' TELESCOPIC	\$ 486	\$ 1,286	\$ 3,111
310	6027	BOOM 60-64' TELESCOPIC TRACKS	\$ 644	\$ 1,610	\$ 3,948
310	6323	BOOM 59-63' LJ/BAT/AC ART NARROW	\$ 2,016	\$ 4,381	\$ 9,665
310	6526	BOOM 65-70' TELESCOPIC	\$ 506	\$ 1,286	\$ 3,111
310	6527	BOOM 65-70' TELESCOPIC TRACKS	\$ 778	\$ 1,888	\$ 4,135
310	6923	BOOM 69-72' LJ/BAT/AC ART NARROW CRAWLER	\$ 2,039	\$ 4,348	\$ 13,367
310	6924	BOOM 69-72' DSL/AC ART NARROW CR	\$ 2,039	\$ 4,348	\$ 13,367
310	7524	BOOM 75-85' TELESCOPIC COMPACT T	\$ 2,800	\$ 6,846	\$ 18,363
310	7723	BOOM 75-85' LJ/BAT/AC STR NARROW CRAWLER	\$ 2,800	\$ 6,846	\$ 18,363
310	8001	BOOM 76-80' ARTICULATING	\$ 851	\$ 2,250	\$ 4,996
310	8026	BOOM 76-80' TELESCOPIC	\$ 851	\$ 2,250	\$ 4,996
310	8526	BOOM 84-86' TELESCOPIC 4WD	\$ 851	\$ 2,250	\$ 4,996
310	9626	BOOM 96-105' TELESCOPIC 4WD	\$ 1,286	\$ 3,485	\$ 8,650
310	9800	BOOM 125' TELESCOPIC WITH JIB 4WD	\$ 1,625	\$ 4,386	\$ 9,619
310	9801	BOOM 125' ARTICULATING IC 4WD	\$ 1,625	\$ 4,386	\$ 9,619
310	9826	BOOM 120' TELESCOPIC 4WD	\$ 1,501	\$ 4,188	\$ 9,079
310	9830	BOOM 135' TELESCOPIC WITH JIB 4WD	\$ 1,874	\$ 5,111	\$ 10,624
310	9835	BOOM 135' ARTICULATING IC 4WD	\$ 1,976	\$ 5,241	\$ 11,823
310	9901	BOOM 150' ARTICULATING IC 4WD	\$ 4,261	\$ 9,974	\$ 23,750
310	9926	BOOM 150' TELESCOPIC 4WD	\$ 3,713	\$ 9,058	\$ 20,746
310	9940	BOOM 180-185' TELESCOPIC	\$ 5,673	\$ 13,329	\$ 29,753
320	1200	LIGHT STAND 2 X 1000W METAL HALIDE	\$ 74	\$ 163	\$ 387
320	2100	LIGHT STAND 1 X 1000W METAL HALIDE	\$ 48	\$ 106	\$ 253
320	2147	LIGHT WOBBLE 1 X 400W 110V METAL HALIDE	\$ 37	\$ 82	\$ 194
320	2400	LIGHT STRING 100'	\$ 29	\$ 64	\$ 154
320	3050	DISTRIBUTION BOX	\$ 38	\$ 67	\$ 209
320	4000	LIGHT TOWER TOWABLE SMALL	\$ 125	\$ 305	\$ 668
320	4001	LIGHT TOWER TOWABLE SMALL VERT MAST	\$ 125	\$ 305	\$ 668
320	4002	LIGHT TOWER, 0-2KW LED VERT MAST EXTENDED	\$ 199	\$ 449	\$ 973
320	4003	LIGHT TOWER, 4-7KW VERT MAST EXTENDED	\$ 191	\$ 442	\$ 1,248
320	4005	LIGHT TOWER, 8-15KW	\$ 128	\$ 403	\$ 1,199
320	4009	LIGHT TOWER, 8-15KW VERT MAST	\$ 140	\$ 408	\$ 1,223
320	4010	LIGHT TOWER WITH 16-20KW GENERATOR	\$ 352	\$ 907	\$ 2,177
320	4011	LIGHT TOWER VERTICAL MAST W/16-20KW GEN	\$ 246	\$ 814	\$ 2,439
320	4050	LIGHT TOWER TOWABLE SOLAR POWER	\$ 207	\$ 472	\$ 1,443
320	4060	LIGHT TOWER ELECTRIC PUSHAROUND	\$ 111	\$ 272	\$ 662
330	6001	DOLLY APPLIANCE WITH STRAP	\$ 26	\$ 80	\$ 155

330	6040	DOLLY STAIR CLIMBING	\$ 206	\$ 456	\$ 1,088
330	6150	MACHINE SKATE SET 15 TON (4X3.75)	\$ 130	\$ 290	\$ 689
330	6560	JACK PALLET HYDRAULIC	\$ 65	\$ 195	\$ 448
330	6565	JACK PALLET 4,000# ELECTRIC	\$ 144	\$ 347	\$ 828
330	9635	GANTRY CRANE ALUMINUM 5 TON	\$ 509	\$ 1,132	\$ 2,693
330	9650	GANTRY CRANE ALUMINUM 3 TON	\$ 438	\$ 1,021	\$ 2,277
330	9670	GANTRY CRANE STEEL 10 TON	\$ 419	\$ 959	\$ 2,284
330	9678	GANTRY CRANE ALUMINUM 2 TON 8'	\$ 221	\$ 493	\$ 1,173
330	9680	GANTRY CRANE ALUMINUM 2 TON 10'	\$ 202	\$ 447	\$ 1,065
330	9685	GANTRY CRANE ALUMINUM 2 TON 15'	\$ 208	\$ 473	\$ 1,103
330	9712	LIFT MATERIAL 6-12' 0-400# MANUA	\$ 85	\$ 192	\$ 447
330	9713	LIFT MATERIAL 6-12' 400-700# MANUAL	\$ 85	\$ 252	\$ 563
330	9714	LIFT MATERIAL 6-12' 700-1000# MANUAL	\$ 94	\$ 265	\$ 558
330	9717	LIFT MATERIAL 13-15' 700-1000# MANUAL	\$ 100	\$ 265	\$ 629
330	9719	LIFT MATERIAL 16-18' 400-650# MANUAL	\$ 113	\$ 267	\$ 635
330	9723	LIFT MATERIAL 19-20' 700-800# MANUAL	\$ 113	\$ 271	\$ 637
330	9727	LIFT MATERIAL 24-25' 400-650# MANUAL	\$ 127	\$ 321	\$ 726
330	9735	FORK EXT FOR MATERIAL LIFT SET OF 2	\$ 10	\$ 27	\$ 55
330	9800	PALLET JACK (BULK)	\$ 62	\$ 186	\$ 448
330	7113	LIFTING BRIDLE 4 LEG X 6'	\$ 25	\$ 91	\$ 203
330	7114	LIFTING BRIDLE 4 LEG X 8'	\$ 29	\$ 92	\$ 211
330	7115	LIFTING BRIDLE 4 LEG X 10'	\$ 29	\$ 92	\$ 211
330	7116	LIFTING BRIDLE 4 LEG X 12'	\$ 35	\$ 102	\$ 232
330	7117	LIFTING BRIDLE 4 LEG X 14'	\$ 37	\$ 102	\$ 240
330	7118	LIFTING BRIDLE 4 LEG X 16'	\$ 45	\$ 111	\$ 255
330	7112	LIFTING BRIDLE 4 LEG X 4'	\$ 21	\$ 40	\$ 100
330	7126	LIFTING BRIDLE 4 LEG X 10' ADJUSTABLE	\$ 24	\$ 87	\$ 254
330	7453	SLING WIRE 3/8" X 10'	\$ 32	\$ 70	\$ 171
330	9515	SHACKLE SCREW PIN 1" B 1/2 TON	\$ 6	\$ 24	\$ 39
350	1	PRESSURE WASHER 4000 PSI	\$ 146	\$ 445	\$ 924
350	12350	PAINT SPRAYER 5-75 GPM AIRLESS	\$ 99	\$ 286	\$ 810
350	3025	PRESSURE WASHER HOT ELECTRIC	\$ 169	\$ 484	\$ 1,083
350	3050	PRESSURE WASHER HOT GAS	\$ 189	\$ 564	\$ 1,254
350	3175	PRESSURE WASHER GAS 2500 PSI	\$ 122	\$ 293	\$ 740
350	3177	PRESSURE WASHER GAS 2700 PSI	\$ 126	\$ 310	\$ 769
350	3200	PRESSURE WASHER GAS 3000 PSI	\$ 133	\$ 363	\$ 906
350	3210	PRESSURE WASHER 3000 PSI ON TRAILER	\$ 330	\$ 1,076	\$ 2,429
350	3215	PRESSURE WASHER 3500 PSI ON TRAILER	\$ 356	\$ 1,167	\$ 2,733
350	3220	PRESSURE WASHER GAS 3500 PSI	\$ 139	\$ 347	\$ 865
350	3224	PRESSURE WASHER 5000 PSI	\$ 117	\$ 465	\$ 1,369
350	3250	PRESSURE WASHER HOSE 50' EXTENSION	\$ 18	\$ 42	\$ 74
350	3300	PRESSURE WASHER HYDRO SCRUBBER	\$ 48	\$ 148	\$ 312
375	525	FENCE MODULAR 12' L X 6' H TEMPORARY PANEL	\$ 59	\$ 59	\$ 59
375	6	CHAIRS FOLDING	\$ 11	\$ 11	\$ 11
375	2600	TABLE BANQUET 6'	\$ 25	\$ 25	\$ 25
375	1600	UPHOLSTERED CHAIR	\$ 45	\$ 45	\$ 45
375	1010	DESK WITH DRAWERS	\$ 65	\$ 65	\$ 65
400	6490	POT COFFEE 12 CUP	\$ 30	\$ 30	\$ 30
400	8114	OVEN MICROWAVE	\$ 25	\$ 25	\$ 25
500	1175	PIPE CUTTER HINGED 4"-6"	\$ 46	\$ 103	\$ 258
500	1186	PIPE CUTTER HINGED 8"-12"	\$ 95	\$ 216	\$ 548
500	1196	PIPE CUTTER ROTARY 10"-14"	\$ 126	\$ 317	\$ 756
500	1351	PIPE WRENCH 48" BULK	\$ 38	\$ 38	\$ 91
500	1355	PIPE WRENCH 60"	\$ 23	\$ 53	\$ 127
500	1510	PIPE THREADER 700 HANDHELD ELECTRIC	\$ 61	\$ 137	\$ 324
500	1512	PIPE THREADER 1/2"-2" 535 POWERED	\$ 125	\$ 318	\$ 778
500	1515	PIPE THREADER 1/2"-2" 300 POWERED	\$ 125	\$ 335	\$ 825
500	1527	PIPE THREADER 1/2"-4" 1224 POWERED	\$ 204	\$ 511	\$ 1,277
500	2072	SEWER CAMERA WITH 125' CABLE	\$ 150	\$ 474	\$ 1,433
500	2073	SEWER CAMERA WITH 200' CABLE	\$ 158	\$ 472	\$ 1,417
500	3072	SNAKE POWER 1/2" X 50' ELECTRIC	\$ 64	\$ 170	\$ 399
500	3095	SNAKE POWER 3/4" X 100' ELECTRIC	\$ 98	\$ 283	\$ 602
500	4015	SNAKE POWER 5/8" X 100' ELECTRIC	\$ 93	\$ 281	\$ 598
500	76	PIPE FREEZING UNIT	\$ 152	\$ 340	\$ 808
500	880	PIPE FUSION MACHINE 1/2"-2"	\$ 80	\$ 180	\$ 512
500	882	PIPE FUSION MACHINE 2" - 8"	\$ 298	\$ 731	\$ 1,629
500	883	PIPE FUSION MACHINE 1" - 4"	\$ 176	\$ 372	\$ 930
500	884	PIPE FUSION MACHINE 2" - 6"	\$ 221	\$ 490	\$ 1,169
500	885	PIPE FUSION MACHINE 6" - 18" TRACK	\$ 1,119	\$ 2,561	\$ 6,094
500	886	PIPE FUSION MACHINE 6" - 18" ROLLING	\$ 968	\$ 2,251	\$ 5,262
500	887	PIPE FUSION MACHINE 4" - 12" ROLLING	\$ 535	\$ 1,190	\$ 2,834
500	888	PIPE FUSION MACHINE 4" - 12" TRACK	\$ 678	\$ 1,579	\$ 3,588
500	1685	PLUG HOSE ROPE 20' WITH GAUGE	\$ 19	\$ 41	\$ 98
500	1820	PIPE JACK STAND	\$ 10	\$ 23	\$ 53
500	7907	PLUG BLOCK 4"-6"	\$ 18	\$ 44	\$ 183
500	8154	LIFT LINE 30'	\$ 16	\$ 38	\$ 79
500	8300	PLUG TEST DOME HEAD 24"-48"	\$ 195	\$ 602	\$ 1,597
500	8370	PLUG FLOW THRU 15"-30"/4"	\$ 118	\$ 316	\$ 866
500	8380	PLUG FLOW THRU 24"-48"/4"	\$ 187	\$ 585	\$ 1,893
500	8808	PLUG TEST 6"-10"	\$ 53	\$ 138	\$ 334
500	8809	PLUG TEST 8"-12"	\$ 55	\$ 143	\$ 343
500	8812	PLUG TEST 12"-18"	\$ 114	\$ 284	\$ 705
500	8815	PLUG TEST 15"-30"	\$ 151	\$ 376	\$ 935
500	8824	PLUG TEST 24"-48"	\$ 162	\$ 739	\$ 1,875
500	9027	ROPE 30' INFLATION HOSE WITH GAUGE	\$ 31	\$ 30	\$ 76
500	98	PIPE PULLER	\$ 275	\$ 699	\$ 2,691
500	814	MANDREL FRAME 8"-12/15"	\$ 45	\$ 60	\$ 276
500	815	MANDREL FRAME 18"-27"	\$ 27	\$ 89	\$ 175
500	820	MANDREL 6" 5%	\$ 56	\$ 189	\$ 426
500	826	MANDREL 6" 7.5%	\$ 8	\$ 19	\$ 46
500	830	MANDREL 8" 5%	\$ 58	\$ 198	\$ 433
500	836	MANDREL 10" 5%	\$ 72	\$ 214	\$ 449
500	844	MANDREL 12" 5%	\$ 73	\$ 230	\$ 455
500	848	MANDREL 15" 5%	\$ 73	\$ 233	\$ 492
500	853	MANDREL 18" 5%	\$ 159	\$ 391	\$ 977
500	859	MANDREL 24" 5%	\$ 150	\$ 372	\$ 930

520	3005	PUMP 8" DBA-SILENCER VAC ASSIST - DIESEL	\$ 383	\$ 1,148	\$ 3,445
520	3006	PUMP 8" DBA-VAC ASSIST CUTTER - DIESEL	\$ 485	\$ 1,456	\$ 3,970
520	3007	PUMP 8" SUPER VENTURI PRIME - DIESEL	\$ 336	\$ 1,008	\$ 3,026
520	3008	PUMP 8" SUPER VAC ASSIST - DIESEL	\$ 336	\$ 1,008	\$ 3,026
520	3009	PUMP 8" DBA-SILENCER SUPER VACASSIST-DSL	\$ 353	\$ 1,058	\$ 3,175
520	3011	PUMP 8" DBA-TMSN JSC ENV PRIME HH - DIE	\$ 352	\$ 1,057	\$ 3,017
520	3018	PUMP 8" TMSN JSC ENV PRIME HH - DIESEL	\$ 363	\$ 1,089	\$ 3,105
520	3022	MODEL 8JC PUMP 8" VAC ASSIST - ELECTRIC	\$ 419	\$ 1,258	\$ 3,771
520	3028	PUMP 8" SUPER VAC ASSIST - ELECTRIC	\$ 497	\$ 1,460	\$ 4,198
520	4000	PUMP 12" TMSN JSC ENV PRIME HH - DIESEL	\$ 681	\$ 1,854	\$ 4,808
520	4001	PUMP 12" DBA-TMSN JSC ENV PRIME HH - DIE	\$ 711	\$ 1,916	\$ 5,410
520	4005	PUMP 12" DBA-SILENCER VAC ASSIST - DSL	\$ 1,138	\$ 2,613	\$ 8,131
520	4007	PUMP 12" DBA-VAC ASSIST CUTTER - DIESEL	\$ 1,123	\$ 2,747	\$ 6,239
520	4008	PUMP 12" SUPERVAC ASSIST - DIESEL	\$ 928	\$ 1,856	\$ 5,136
520	4009	PUMP 12" DBA-SILNCER SUPER VAC ASSIST-DSL	\$ 1,049	\$ 2,408	\$ 5,635
520	4026	PUMP 12" DBA-TMSN ROTARY WELLPOINT - DIE	\$ 561	\$ 1,123	\$ 3,202
520	4027	MODEL 12JS PUMP 12" TMSN JSV (OVT) PRIME HH	\$ 599	\$ 1,796	\$ 5,388
520	5003	PUMP 14" VAC ASSIST - DIESEL	\$ 1,097	\$ 2,194	\$ 6,583
520	6000	MODEL 18JS PUMP 18" TMSN JSC ENV PRIME HH	\$ 1,356	\$ 4,071	\$ 12,213
520	6001	PUMP 18" DBA-TMSN JSC ENV PRIME HH - DIE	\$ 1,248	\$ 2,496	\$ 7,118
520	6002	PUMP 18" TMSN JSV (OVT) PRIME HH - DIESE	\$ 1,264	\$ 2,984	\$ 8,200
520	6005	PUMP 18" DBA-SILENCER VAC ASSIST - DSL	\$ 3,633	\$ 4,151	\$ 12,074
520	6008	PUMP 18" SUPER VAC ASSIST - DIESEL	\$ 3,405	\$ 3,754	\$ 11,145
520	6022	PUMP 18" SUPER VAC ASSIST - ELECTRIC	\$ 2,369	\$ 4,646	\$ 14,458
520	8022	PUMP 3X2 VAC ASSIST - ELECTRIC	\$ 643	\$ 1,262	\$ 3,929
520	8120	PUMP 4X2 STANDARD CENTRIFUGAL - ELECTRIC	\$ 1,110	\$ 2,137	\$ 6,651
520	8207	PUMP 4X3 SUPER VENTURI PRIME - DIESEL	\$ 1,186	\$ 2,173	\$ 6,818
520	8208	PUMP 4X3 SUPER VAC ASSIST - DIESEL	\$ 1,287	\$ 2,358	\$ 7,398
520	8303	PUMP 5X3 VAC ASSIST - DIESEL	\$ 531	\$ 1,062	\$ 3,188
520	8402	PUMP 6X3 VENTURI PRIME - DIESEL	\$ 423	\$ 1,291	\$ 3,804
520	8403	PUMP 6X3 VAC ASSIST - DIESEL	\$ 459	\$ 1,401	\$ 4,127
520	8414	PUMP 6X3 55 VAC ASSIST - DIESEL	\$ 784	\$ 1,568	\$ 4,471
520	8432	PUMP 6X3 VENTURI PRIME-DSL/180G FUELSKID	\$ 1,076	\$ 2,106	\$ 6,452
520	8501	PUMP 6X4 SUPER VENTURI PRIME - DIESEL	\$ 1,145	\$ 2,607	\$ 7,452
520	8503	PUMP 6X4 VAC ASSIST - DIESEL	\$ 868	\$ 1,965	\$ 6,358
520	8508	PUMP 6X4 SUPER VAC ASSIST - DIESEL	\$ 1,242	\$ 2,829	\$ 8,085
520	8509	PUMP 6X4 DBA-SILNCER SUPER VACASSIST-DSL	\$ 1,080	\$ 2,161	\$ 6,344
520	8602	PUMP 8X6 VENTURI PRIME - DIESEL	\$ 679	\$ 1,851	\$ 4,453
520	8603	PUMP 8X6 VAC ASSIST - DIESEL	\$ 948	\$ 1,896	\$ 5,688
520	8607	PUMP 8X6 SUPER VENTURI PRIME - DIESEL	\$ 1,791	\$ 4,067	\$ 12,455
520	8608	PUMP 8X6 SUPER VAC ASSIST - DIESEL	\$ 1,651	\$ 3,748	\$ 10,103
520	8609	PUMP 8X6 DBA-SILNCER SUPER VACASSIST-DSL	\$ 1,401	\$ 3,964	\$ 11,517
520	8702	PUMP 10X8 VENTURI PRIME - DIESEL	\$ 973	\$ 2,867	\$ 8,359
520	8703	PUMP 10X8 VAC ASSIST - DIESEL	\$ 973	\$ 2,867	\$ 8,359
520	8704	PUMP 10X8 DBA-SILENCER VENTURI PRIME-DSL	\$ 1,776	\$ 3,773	\$ 11,741
520	8705	PUMP 10X8 DBA-SILENCER VAC ASSIST-DIESEL	\$ 1,485	\$ 4,086	\$ 11,641
520	8708	PUMP 10X8 SUPER VAC ASSIST - DIESEL	\$ 1,062	\$ 3,343	\$ 10,030
520	8714	PUMP 10X8 55 VAC ASSIST - DIESEL	\$ 1,951	\$ 4,006	\$ 11,891
520	8722	PUMP 10X8 VAC ASSIST - ELECTRIC	\$ 1,719	\$ 3,416	\$ 10,525
520	8903	PUMP 12X8 VAC ASSIST - DIESEL	\$ 2,391	\$ 4,454	\$ 13,851
520	9020	PUMP 1" TO 1.5" AOD - ALUMINIUM	\$ 100	\$ 310	\$ 929
520	9022	PUMP 1" TO 1.5" AOD - STAINLESS	\$ 117	\$ 334	\$ 1,004
520	9023	PUMP 1" TO 1.5" AOD - POLY	\$ 111	\$ 334	\$ 994
520	9030	PUMP 2" AOD - ALUMINIUM	\$ 109	\$ 319	\$ 929
520	9031	PUMP 2" AOD - CAST IRON	\$ 114	\$ 275	\$ 710
520	9032	PUMP 2" AOD - STAINLESS	\$ 112	\$ 334	\$ 1,004
520	9033	PUMP 2" AOD - POLY	\$ 115	\$ 334	\$ 1,004
520	9040	PUMP 3" AOD - ALUMINIUM	\$ 106	\$ 334	\$ 1,004
520	9042	PUMP 3" AOD - STAINLESS	\$ 167	\$ 501	\$ 1,505
520	9043	PUMP 3" AOD - POLY	\$ 315	\$ 627	\$ 1,954
520	9130	PUMP 2" DEWATERING	\$ 51	\$ 123	\$ 371
520	9136	PUMP 2" DIAPHRAGM ELECTRIC	\$ 51	\$ 123	\$ 371
520	9140	PUMP 3" DEWATERING	\$ 60	\$ 181	\$ 557
520	9145	PUMP 3" DIAPHRAGM	\$ 97	\$ 273	\$ 595
520	9230	PUMP 2" TRASH	\$ 51	\$ 123	\$ 371
520	9240	PUMP 3" TRASH	\$ 60	\$ 181	\$ 541
520	9250	PUMP 4" TRASH	\$ 78	\$ 233	\$ 687
520	9400	PUMP 4" SLUDGEMASTER (TRAILER MOUNTED)	\$ 1,167	\$ 3,436	\$ 10,508
520	9541	3" HYDRAULIC PUMP HEAD - CAST IRON	\$ 177	\$ 482	\$ 1,060
520	9550	4" HYDRAULIC PUMP HEAD - VORTEX	\$ 220	\$ 420	\$ 1,307
520	9551	4" HYDRAULIC PUMP HEAD - CAST IRON	\$ 112	\$ 332	\$ 994
520	9552	4" HYDRAULIC PUMP HEAD - STAINLESS	\$ 112	\$ 332	\$ 994
520	9554	4" HYDRAULIC PUMP HEAD - SLURRYGATE	\$ 111	\$ 332	\$ 994
520	9561	6" HYDRAULIC PUMP HEAD - CAST IRON	\$ 132	\$ 397	\$ 1,191
520	9564	6" HYDRAULIC PUMP HEAD - SLURRYGATE	\$ 127	\$ 382	\$ 1,146
520	9571	8" HYDRAULIC PUMP HEAD - CAST IRON	\$ 163	\$ 487	\$ 1,461
520	9573	8" TMSN HYDRAULIC PUMP HEAD - 80HST	\$ 230	\$ 285	\$ 921
520	9581	12" HYDRAULIC PUMP HEAD - CAST IRON	\$ 212	\$ 656	\$ 1,968
520	9650	6X5 DIESEL PUMP - MULTI STAGE HORIZONTAL	\$ 6,873	\$ 15,852	\$ 45,772
520	9701	8KW SUBMERSIBLE POWER UNIT	\$ 192	\$ 511	\$ 1,592
520	9702	20KW SUBMERSIBLE POWER UNIT	\$ 319	\$ 774	\$ 2,407
520	9706	25HP HYDRAULIC POWER UNIT	\$ 281	\$ 764	\$ 2,257
520	9707	10HP HYDRAULIC POWER UNIT	\$ 155	\$ 494	\$ 1,444
520	9708	65HP HYDRAULIC POWER UNIT	\$ 362	\$ 907	\$ 2,601
520	9709	150HP HYDRAULIC POWER UNIT	\$ 543	\$ 1,038	\$ 3,662
520	9714	74HP TMSN 32HPU HYDRAULIC POWER UNIT	\$ 195	\$ 521	\$ 1,459
520	9830	PUMP 2" ELECTRIC SUBMERSIBLE	\$ 63	\$ 155	\$ 390
520	9831	2" ELECTRIC SUBMERSIBLE TRASH	\$ 58	\$ 173	\$ 395
520	9840	PUMP 3" ELECTRIC SUBMERSIBLE	\$ 88	\$ 237	\$ 556
520	9850	PUMP 4" ELECTRIC SUBMERSIBLE	\$ 152	\$ 378	\$ 961
520	9852	PUMP 4" ELECTRIC SUBMERSIBLE RIG	\$ 149	\$ 357	\$ 1,113
520	9860	PUMP 6" ELECTRIC SUBMERSIBLE 15-30 HP	\$ 342	\$ 859	\$ 2,150
520	9861	PUMP 6" ELECTRIC SUBMERSIBLE 31-49HP	\$ 342	\$ 828	\$ 2,175
520	9862	PUMP 6" MANHOLE SUBMERSIBLE	\$ 169	\$ 394	\$ 1,624
520	9864	PUMP 6" ELECTRIC SUBMERSIBLE 50-60 HP	\$ 576	\$ 1,247	\$ 3,882
520	9870	PUMP 8" ELECTRIC SUBMERSIBLE	\$ 500	\$ 1,228	\$ 3,131

520	9880	PUMP 10" ELECTRIC SUBMERSIBLE	\$ 634	\$ 1,584	\$ 3,922
520	9912	MODEL 12R ROTARY PUMP 12" TMSN ROTARY WELLPOINT	\$ 395	\$ 1,186	\$ 3,557
520	9935	MODEL BRW ROTARY PUMP 8" TMSN ROTARY WELLPOINT	\$ 347	\$ 1,042	\$ 3,125
520	9946	PUMP 8" DBA-TMSN ROTARY WELLPOINT - DIES	\$ 293	\$ 880	\$ 2,642
520	9948	PUMP 8" ROTARY WELLPOINT - ELECTRIC	\$ 403	\$ 767	\$ 2,389
520	9949	PUMP 8" ROTARY DBA-WELLPOINT DIESEL	\$ 483	\$ 918	\$ 2,863
520	9950	PUMP 8" ROTARY WELLPOINT - DIESEL	\$ 520	\$ 1,057	\$ 3,350
520	9951	PUMP 6" PISTON DBA-WELLPOINT - DIESEL	\$ 408	\$ 932	\$ 2,899
520	9952	PUMP 8" PISTON DBA-WELLPOINT - DIESEL	\$ 516	\$ 1,163	\$ 3,688
520	9998	PUMP 4" DOUBLE DIAPHRAGM - DIESEL	\$ 136	\$ 405	\$ 1,214
523	1000	AUTO DIAL MONITOR SYSTEM	\$ 136	\$ 265	\$ 822
523	1010	WIRELESS TELEMETRY MESSENGER SYSTEM	\$ 136	\$ 265	\$ 824
523	1101	PROP FLOW METERS ALL SIZES	\$ 257	\$ 499	\$ 1,550
523	1407	GATE VALVE 6" AND UNDER STAINLESS STEEL	\$ 27	\$ 52	\$ 222
523	1408	GATE VALVE 8"	\$ 50	\$ 103	\$ 322
523	1804	VALVE BUTTERFLY 4"	\$ 22	\$ 33	\$ 100
523	1806	VALVE BUTTERFLY 6"	\$ 29	\$ 47	\$ 144
523	2001	STANDALONE PUMP MANIFOLD	\$ 945	\$ 2,019	\$ 6,288
523	3001	SUBMERSIBLE PUMP CONTROL PANEL	\$ 38	\$ 75	\$ 210
523	3005	PUMP CONTROL PANEL TRANSDUCER	\$ 51	\$ 119	\$ 316
523	3010	VFD PANEL - 60HP - 460V - NEMA 3R OR 4	\$ 625	\$ 1,373	\$ 4,191
523	3016	VFD PANEL - 350HP - 460V - NEMA 3R OR 4	\$ 1,568	\$ 3,438	\$ 10,222
523	3017	VFD PANEL - 400HP - 460V - NEMA 3R OR 4	\$ 1,523	\$ 3,278	\$ 10,207
534	2020	HOSE 2X20 PVC SUCTION - CAMLOCK	\$ 14	\$ 48	\$ 137
534	2110	HOSE 2X20 STAINLESS - FLANGED	\$ 34	\$ 102	\$ 308
534	2311	HOSE 2X20 CHEMICAL - FLANGED (SS)	\$ 31	\$ 95	\$ 285
534	2321	HOSE 2X20 CHEMICAL - CAMLOCK (SS)	\$ 31	\$ 95	\$ 267
534	2720	HOSE 2X20 TANK TRUCK - CAMLOCK	\$ 24	\$ 75	\$ 224
534	2920	HOSE 2X20 RUBBER SUCTION - CAMLOCK	\$ 16	\$ 48	\$ 142
534	5820	HOSE 2X50 RUBBER DISCHARGE - CAMLOCK	\$ 18	\$ 53	\$ 161
534	6620	HOSE 2X50 LAYFLAT DISCHARGE - CAMLOCK	\$ 16	\$ 48	\$ 132
534	6680	HOSE 2X50 LAYFLAT DISCHARGE - NPT	\$ 13	\$ 40	\$ 78
535	2020	HOSE 3X20 PVC SUCTION - CAMLOCK	\$ 20	\$ 59	\$ 177
535	2110	HOSE 3X20 STAINLESS - FLANGED	\$ 48	\$ 142	\$ 427
535	2220	HOSE 3X20 KANAFLEX SUCTION - CAMLOCK	\$ 17	\$ 48	\$ 135
535	2311	HOSE 3X20 CHEMICAL - FLANGED (SS)	\$ 39	\$ 117	\$ 353
535	2321	HOSE 3X20 CHEMICAL - CAMLOCK (SS)	\$ 42	\$ 127	\$ 356
535	2410	HOSE 3X20 OSD - FLANGED	\$ 42	\$ 127	\$ 363
535	2720	HOSE 3X20 TANK TRUCK - CAMLOCK	\$ 47	\$ 110	\$ 295
535	2920	HOSE 3X20 RUBBER SUCTION - CAMLOCK	\$ 21	\$ 63	\$ 178
535	3920	HOSE 3X25 RUBBER SUCTION - CAMLOCK	\$ 13	\$ 38	\$ 89
535	6620	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	\$ 21	\$ 63	\$ 190
535	6680	HOSE 3X50 LAYFLAT DISCHARGE - NPT	\$ 17	\$ 42	\$ 101
535	6820	HOSE 3X50 RUBBER DISCHARGE - CAMLOCK	\$ 24	\$ 75	\$ 221
536	1730	HOSE 4X10 TANK TRUCK - QC	\$ 9	\$ 63	\$ 136
536	1920	HOSE 4X10 RUBBER SUCTION - CAMLOCK	\$ 43	\$ 88	\$ 276
536	2020	HOSE 4X20 PVC SUCTION - CAMLOCK	\$ 29	\$ 75	\$ 225
536	2110	HOSE 4X20 STAINLESS - FLANGED	\$ 56	\$ 167	\$ 513
536	2220	HOSE 4X20 KANAFLEX SUCTION - CAMLOCK	\$ 23	\$ 71	\$ 214
536	2230	HOSE 4X20 KANAFLEX SUCTION - QC	\$ 23	\$ 71	\$ 214
536	2311	HOSE 4X20 CHEMICAL - FLANGED (SS)	\$ 52	\$ 156	\$ 454
536	2321	HOSE 4X20 CHEMICAL - CAMLOCK (SS)	\$ 52	\$ 149	\$ 445
536	2410	HOSE 4X20 OSD - FLANGED	\$ 52	\$ 158	\$ 475
536	2412	HOSE 4X20 COMPOSITE - FLANGED	\$ 52	\$ 122	\$ 345
536	2710	HOSE 4X20 TANK TRUCK - FLANGED	\$ 40	\$ 119	\$ 359
536	2720	HOSE 4X20 TANK TRUCK - CAMLOCK	\$ 49	\$ 112	\$ 312
536	2740	HOSE 4X20 TANK TRUCK - HAMMER	\$ 40	\$ 119	\$ 357
536	2860	HOSE 4X20 RUBBER SUCTION - VIC	\$ 14	\$ 34	\$ 117
536	2895	HOSE 4X20 COMPOSITE DISCHARGE	\$ 58	\$ 117	\$ 352
536	2920	HOSE 4X20 RUBBER SUCTION - CAMLOCK	\$ 29	\$ 78	\$ 233
536	2930	HOSE 4X20 RUBBER SUCTION - QC	\$ 29	\$ 78	\$ 233
536	3920	HOSE 4X25 BLACK WATER SUCTION - CAMLOCK	\$ 22	\$ 56	\$ 129
536	6620	HOSE 4X50 LAYFLAT DISCHARGE - CAMLOCK	\$ 27	\$ 75	\$ 238
536	6630	HOSE 4X50 LAYFLAT DISCHARGE - QC	\$ 23	\$ 47	\$ 143
536	6820	HOSE 4X50 RUBBER DISCHARGE - CAMLOCK	\$ 37	\$ 80	\$ 219
536	6830	HOSE 4X50 RUBBER DISCHARGE - QC	\$ 53	\$ 103	\$ 324
537	1410	HOSE 6X10 OSD - FLANGED	\$ 26	\$ 50	\$ 177
537	1920	HOSE 6X10 RUBBER SUCTION - CAMLOCK	\$ 29	\$ 72	\$ 145
537	2020	HOSE 6X20 PVC SUCTION - CAMLOCK	\$ 38	\$ 88	\$ 269
537	2110	HOSE 6X20 STAINLESS - FLANGED	\$ 76	\$ 227	\$ 681
537	2220	HOSE 6X20 KANAFLEX SUCTION - CAMLOCK	\$ 43	\$ 102	\$ 296
537	2230	HOSE 6X20 KANAFLEX SUCTION - QC	\$ 28	\$ 82	\$ 247
537	2311	HOSE 6X20 CHEMICAL - FLANGED (SS)	\$ 75	\$ 225	\$ 674
537	2313	HOSE 6X20 CHEMICAL - FLANGED (CS)	\$ 119	\$ 233	\$ 725
537	2405	HOSE 6X20 COMPOSITE OSD - FLANGED	\$ 118	\$ 231	\$ 722
537	2410	HOSE 6X20 OSD - FLANGED	\$ 60	\$ 201	\$ 543
537	2720	HOSE 6X20 TANK TRUCK - CAMLOCK	\$ 41	\$ 123	\$ 369
537	2730	HOSE 6X20 TANK TRUCK - BAUER	\$ 86	\$ 175	\$ 526
537	2910	HOSE 6X20 RUBBER SUCTION - FLANGED	\$ 47	\$ 125	\$ 339
537	2920	HOSE 6X20 RUBBER SUCTION - CAMLOCK	\$ 38	\$ 93	\$ 280
537	2921	HOSE 6X20 RUBBER SUCTION - CAMLOCK (SS)	\$ 65	\$ 127	\$ 394
537	2930	HOSE 6X20 RUBBER SUCTION - QC	\$ 58	\$ 116	\$ 358
537	2960	HOSE 6X20 RUBBER SUCTION - VIC	\$ 26	\$ 49	\$ 150
537	3920	HOSE 6X25 RUBBER SUCTION - CAMLOCK	\$ 37	\$ 95	\$ 231
537	6620	HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK	\$ 40	\$ 105	\$ 303
537	6630	HOSE 6X50 LAYFLAT DISCHARGE - QC	\$ 26	\$ 78	\$ 235
537	6820	HOSE 6X50 RUBBER DISCHARGE - CAMLOCK	\$ 48	\$ 106	\$ 278
537	6830	HOSE 6X50 RUBBER DISCHARGE - QC	\$ 34	\$ 97	\$ 286
538	1230	HOSE 8X10 KANAFLEX SUCTION - QC	\$ 60	\$ 123	\$ 352
538	1410	HOSE 8X10 OSD - FLANGED	\$ 52	\$ 128	\$ 379
538	2110	HOSE 8X20 STAINLESS - FLANGED	\$ 97	\$ 296	\$ 908
538	2220	HOSE 8X20 KANAFLEX SUCTION - CAMLOCK	\$ 48	\$ 158	\$ 442
538	2230	HOSE 8X20 KANAFLEX SUCTION - QC	\$ 43	\$ 95	\$ 267
538	2405	HOSE 8X20 COMPOSITE OSD - FLANGED	\$ 137	\$ 269	\$ 837
538	2410	HOSE 8X20 OSD - FLANGED	\$ 106	\$ 317	\$ 950
538	2720	HOSE 8X20 TANK TRUCK - CAMLOCK	\$ 68	\$ 205	\$ 613

538	2730	HOSE 8X20 TANK TRUCK - BAUER	\$ 69	\$ 208	\$ 626
538	2910	HOSE 8X20 RUBBER SUCTION - FLANGED	\$ 76	\$ 151	\$ 454
538	2920	HOSE 8X20 RUBBER SUCTION - CAMLQ	\$ 49	\$ 146	\$ 435
538	2930	HOSE 8X20 RUBBER SUCTION - QC	\$ 42	\$ 128	\$ 383
538	2950	HOSE 8X20 RUBBER SUCTION - VIC	\$ 37	\$ 81	\$ 263
538	3830	HOSE 8X25 RUBBER DISCHARGE - BAUER	\$ 100	\$ 199	\$ 611
538	6620	HOSE 8X50 LAYFLAT DISCHARGE - CAMLOCK	\$ 34	\$ 103	\$ 312
538	6630	HOSE 8X50 LAYFLAT DISCHARGE - QC	\$ 49	\$ 165	\$ 487
538	6820	HOSE 8X50 RUBBER DISCHARGE - CAMLOCK	\$ 62	\$ 188	\$ 566
538	6830	HOSE 8X50 RUBBER DISCHARGE - QC	\$ 38	\$ 113	\$ 342
538	8001	REEL HOSE DEPLOYMENT SYSTEM	\$ 622	\$ 1,203	\$ 3,231
539	1130	HOSE 10 X 10 STAINLESS - FLANGED	\$ 174	\$ 329	\$ 1,026
539	1430	HOSE 10X10 OSD - FLANGED	\$ 98	\$ 218	\$ 626
539	2110	HOSE 10X20 STAINLESS - FLANGED	\$ 122	\$ 365	\$ 1,094
539	2410	HOSE 10X20 OSD - FLANGED	\$ 117	\$ 366	\$ 1,074
539	2960	HOSE 10X20 RUBBER SUCTION - VIC	\$ 66	\$ 188	\$ 620
539	6560	HOSE 10X50 RUBBER DISCHARGE - VICTAULIC	\$ 91	\$ 201	\$ 661
540	1930	HOSE 12X10 RUBBER SUCTION - QC	\$ 50	\$ 149	\$ 445
540	2230	HOSE 12X20 KANAFLEX SUCTION - QC	\$ 61	\$ 181	\$ 544
540	2410	HOSE 12X20 OSD - FLANGED	\$ 156	\$ 454	\$ 1,362
540	2910	HOSE 12X20 RUBBER SUCTION - FLANGED	\$ 146	\$ 343	\$ 1,052
540	3630	HOSE 12X25 LAYFLAT DISCHARGE - QC	\$ 126	\$ 251	\$ 965
540	4510	HOSE 12X30 OSD DISCHARGE - FLANGED	\$ 102	\$ 308	\$ 1,049
541	2410	HOSE 14X20 OSD - FLANGED	\$ 188	\$ 483	\$ 1,434
545	1010	10 X 10 CONTAINMENT BERM	\$ 85	\$ 188	\$ 549
545	1012	10 X 12 CONTAINMENT BERM	\$ 88	\$ 151	\$ 359
545	1016	10 X 16 CONTAINMENT BERM	\$ 89	\$ 197	\$ 527
545	1021	10 X 25 CONTAINMENT BERM	\$ 34	\$ 166	\$ 662
545	1023	1 X 50 HYD HOSE	\$ 24	\$ 75	\$ 221
545	1034	1-1/4 X 50 HYDRAULIC HOSE	\$ 27	\$ 79	\$ 239
545	1050	10 X 50 CONTAINMENT BERM	\$ 63	\$ 191	\$ 573
545	1101	FLANGED REDUCERS (ALL SIZES)	\$ 17	\$ 44	\$ 152
545	1103	Y'S	\$ 31	\$ 78	\$ 189
545	1104	T'S	\$ 37	\$ 86	\$ 216
545	1105	STRAINERS (ALL SIZES)	\$ 3	\$ 11	\$ 37
545	1108	BUTTERFLY VALVES	\$ 16	\$ 49	\$ 145
545	1109	90'S	\$ 20	\$ 51	\$ 161
545	1113	GATE VALVE 6" AND UNDER	\$ 22	\$ 65	\$ 195
545	1140	SUCTION/DISCHARGE MANIFOLD	\$ 92	\$ 122	\$ 975
545	1142	4" VICTAULIC CLAMP	\$ 5	\$ 8	\$ 28
545	1143	3" VICTAULIC CLAMP	\$ 1	\$ 1	\$ 4
545	1182	8" VICTAULIC 90	\$ 7	\$ 12	\$ 40
545	1185	8" VICTAULIC CLAMP	\$ 4	\$ 10	\$ 27
545	1195	6" VICTAULIC CLAMP	\$ 3	\$ 17	\$ 28
545	1212	12 X 12 CONTAINMENT BERM	\$ 61	\$ 151	\$ 404
545	1216	12 X 16 CONTAINMENT BERM	\$ 73	\$ 147	\$ 442
545	1225	12 X 25 CONTAINMENT BERM	\$ 91	\$ 248	\$ 550
545	1230	12 X 30 CONTAINMENT BERM	\$ 88	\$ 175	\$ 525
545	1250	12 X 50 CONTAINMENT BERM	\$ 91	\$ 183	\$ 550
545	1282	8X20 BAUER PIPE	\$ 13	\$ 41	\$ 125
545	1330	8" ROAD CROSSING	\$ 212	\$ 465	\$ 1,114
545	1331	8" ROAD CROSSING DOUBLE WIDE	\$ 208	\$ 624	\$ 1,873
545	1332	10" ROAD CROSSING	\$ 180	\$ 540	\$ 1,620
545	1334	12" ROAD CROSSING	\$ 142	\$ 426	\$ 1,594
545	1335	12" ROAD CROSSING DOUBLE WIDE	\$ 229	\$ 687	\$ 2,059
545	1340	10" BRIDGE STYLE ROAD CROSSING	\$ 168	\$ 503	\$ 1,511
545	1342	12" BRIDGE STYLE ROAD CROSSING	\$ 196	\$ 540	\$ 1,780
545	1345	15" BRIDGE STYLE ROAD CROSSING	\$ 432	\$ 895	\$ 2,045
545	1413	12X10 TYPE A BAUER PIPE	\$ 8	\$ 21	\$ 87
545	1505	60AMP X 100FT EXT CORD	\$ 124	\$ 245	\$ 731
545	1506	30AMP X 100FT EXT CORD	\$ 41	\$ 79	\$ 232
545	1570	6X20 WELLPPOINT HEADER PIPE	\$ 18	\$ 55	\$ 164
545	2025	20 X 25 CONTAINMENT BERM	\$ 177	\$ 394	\$ 1,077
545	2054	50 X 50 CONTAINMENT BERM	\$ 212	\$ 636	\$ 2,390
545	2260	6" WATER TREE	\$ 91	\$ 276	\$ 828
545	2397	8X20 HDPE DR17 QC	\$ 27	\$ 56	\$ 181
545	2405	4" HDPE PIPE DR17	\$ 1	\$ 3	\$ 10
545	2408	8" HDPE PIPE DR17	\$ 2	\$ 3	\$ 7
545	2412	12" HDPE PIPE DR17	\$ 2	\$ 3	\$ 9
545	2421	18" HDPE FLG W/BACKUP RING	\$ 16	\$ 30	\$ 92
545	2432	18" HDPE PIPE DR26	\$ 2	\$ 7	\$ 16
545	2469	12" FLANGE ADAPTER W/BACKUP RING	\$ 36	\$ 69	\$ 230
545	2485	24" HDPE TEE	\$ 13	\$ 31	\$ 639
545	2518	18" HDPE PIPE DR17	\$ 3	\$ 4	\$ 12
545	606	6 X 6 CONTAINMENT BERM	\$ 23	\$ 66	\$ 159
545	6213	18 HDPE FLOATING TEE SUCTION	\$ 216	\$ 443	\$ 1,375
545	6240	24" HDPE PIPE DR17	\$ 7	\$ 8	\$ 20
545	6241	24" TEE FLOAT HDPE	\$ 122	\$ 367	\$ 1,101
545	6490	4" QC 90 BEND	\$ 7	\$ 13	\$ 42
545	6601	6" QC FLG X SOCKET	\$ 7	\$ 12	\$ 39
545	6820	8 X 6 QC REDUCER	\$ 9	\$ 22	\$ 48
545	6821	8 X 6 FLANGED REDUCER	\$ 17	\$ 34	\$ 99
545	6901	FLOAT SWITCH	\$ 22	\$ 55	\$ 136
545	806	8 X 6 CONTAINMENT BERM	\$ 59	\$ 154	\$ 379
545	808	8 X 8 CONTAINMENT BERM	\$ 67	\$ 148	\$ 405
545	810	8 X 10 CONTAINMENT BERM	\$ 43	\$ 103	\$ 272
545	9001	MOBILE PIPE RACK	\$ 89	\$ 175	\$ 545
545	9215	FITTING 4" CAMLOCK	\$ 17	\$ 26	\$ 75
545	9365	FITTING 4" FEMALE CAMLOCK TO FLANGE	\$ 9	\$ 16	\$ 50
545	9385	FITTING 6" FEMALE CAMLOCK TO MALE NPT	\$ 12	\$ 30	\$ 78
545	9420	FITTING 4" BALL VALVE QC	\$ 18	\$ 31	\$ 100
545	9435	FITTING ELBOW 4" 90 DEGREES	\$ 20	\$ 36	\$ 110
545	9450	FITTING ELBOW 6" 90 DEGREES	\$ 17	\$ 26	\$ 79
545	9455	FITTING ELBOW 8" 90 DEGREES	\$ 23	\$ 38	\$ 123
545	9495	FITTING FLANGE 3"	\$ 26	\$ 38	\$ 116
545	9500	FITTING FLANGE 4"	\$ 11	\$ 16	\$ 50

545	9505	FITTING FLANGE 6"	\$ 11	\$ 18	\$ 51
545	9510	FITTING FLANGE 8"	\$ 12	\$ 25	\$ 58
545	9535	FITTING REDUCER 6" X 4"	\$ 10	\$ 14	\$ 59
545	9545	FITTING REDUCER 8" X 6"	\$ 18	\$ 29	\$ 90
545	9550	FITTING REDUCER 10" X 6"	\$ 20	\$ 33	\$ 99
545	9555	FITTING REDUCER 20" X 12"	\$ 77	\$ 123	\$ 396
545	9560	4" TEE	\$ 31	\$ 52	\$ 159
545	9610	GARDEN HOSE 50'	\$ 12	\$ 28	\$ 53
545	9820	PUMP HYDROSTATIC TEST 550 PSI GAS	\$ 106	\$ 406	\$ 857
545	9830	PUMP HYDROSTATIC TEST 10K PSI AIR	\$ 244	\$ 540	\$ 1,287
545	9953	UNIVERSAL MANIFOLD 4 WAY	\$ 137	\$ 394	\$ 1,226
545	9960	MANIFOLD 6" X 12"	\$ 372	\$ 654	\$ 1,887
550	8000	BIKE RACK - EVENT	\$ 22	\$ 22	\$ 22
550	10	PADLOCK FOR STORAGE CONTAINER	\$ 9	\$ 9	\$ 9
550	6100	HANGING ACOUSTIC NOISE BARRIER 6.5' X 4'	\$ 16	\$ 30	\$ 67
550	7065	TRIPOD RESCUE KIT	\$ 125	\$ 341	\$ 812
550	8030	GAS DETECTOR 4 GAS	\$ 57	\$ 199	\$ 569
550	7073	RETRIEVAL SYSTEM WINCH WITH 60' CABLE	\$ 110	\$ 278	\$ 679
550	7085	TRIPOD ALUMINUM RESCUE 5-7' UL	\$ 108	\$ 432	\$ 1,292
550	7116	LIFE LINE SELF RETRACTING 50'	\$ 65	\$ 197	\$ 583
550	7118	LIFE LINE RESCUER 50'	\$ 123	\$ 368	\$ 1,105
550	7119	LIFE LINE SELF RETRACTING 130'	\$ 65	\$ 197	\$ 583
550	8027	GAS DETECTOR 4 GAS W/INTEGRAL PUMP	\$ 91	\$ 285	\$ 708
550	8030	GAS DETECTOR 4 GAS	\$ 70	\$ 176	\$ 437
550	8032	GAS DETECTOR 5 GAS	\$ 91	\$ 300	\$ 823
550	8201	KIT: TRENCH SHIELD DAVIT ARM SYSTEM	\$ 255	\$ 698	\$ 1,644
550	8202	KIT: MANHOLE GUARD DAVIT ARM SYSTEM	\$ 238	\$ 600	\$ 1,333
550	8206	KIT: VEHICLE HITCH DAVIT ARM SYSTEM	\$ 238	\$ 600	\$ 1,333
550	8227	MANHOLE GUARD DAVIT ARM	\$ 231	\$ 235	\$ 608
550	8229	DAVIT LOWER MAST EXTENSION 36"	\$ 227	\$ 484	\$ 742
550	8233	DAVIT ARM VEHICLE HITCH MOUNT	\$ 376	\$ 1,120	\$ 2,667
550	8234	TRENCH SHIELD DAVIT ARM BASE	\$ 54	\$ 160	\$ 368
550	8236	TRENCH SHIELD DAVIT ARM	\$ 205	\$ 543	\$ 1,294
551	8060	TRUCK WITH ARROW BOARD & ATTENUATOR	\$ 586	\$ 1,467	\$ 3,667
551	8080	TRAILER MOUNTED ATTENUATOR W/ARROWBOARD	\$ 527	\$ 1,258	\$ 3,013
551	2600	AUTO FLAGGER SYSTEM	\$ 620	\$ 2,016	\$ 5,665
551	1007	ARROW BOARD SOLAR	\$ 120	\$ 345	\$ 710
551	2030	MESSAGE BOARD SOLAR MINI	\$ 302	\$ 602	\$ 2,637
551	2055	MESSAGE BOARD SOLAR	\$ 332	\$ 783	\$ 1,399
553	3300	BARREL TRAFFIC CONTROL NR	\$ 6	\$ 16	\$ 36
553	1000	BARRICADE T1 24" X 8" EG	\$ 3	\$ 11	\$ 43
553	1090	BARRICADE T2 24" X 8" EG	\$ 4	\$ 21	\$ 77
553	1240	BARRICADE T3 96" X 8" EG BS	\$ 6	\$ 31	\$ 87
553	1270	BARRICADE T3 96" X 8" HI BS	\$ 6	\$ 27	\$ 73
553	1440	BARRICADE SAWHORSE 96" X 8" EG BS	\$ 5	\$ 17	\$ 44
553	3060	GRASPER CONE 42" HI	\$ 3	\$ 9	\$ 35
553	3090	TRAFFIC CONE 18" NR STANDARD	\$ 2	\$ 3	\$ 8
553	3120	TRAFFIC CONE 28" NR STANDARD	\$ 2	\$ 3	\$ 8
553	3140	TRAFFIC CONE 28" HI STANDARD	\$ 3	\$ 5	\$ 19
553	3265	CHANNELIZER TUBE 42" WITH 2"-3" HI	\$ 6	\$ 9	\$ 25
553	3330	BARREL TRAFFIC CONTROL 4" HI	\$ 3	\$ 11	\$ 41
553	3370	BARREL TRAFFIC CONTROL 6" HI	\$ 9	\$ 16	\$ 43
553	3490	BARREL BASE TRAFFIC CONTROL TIRE RING	\$ 3	\$ 5	\$ 11
553	3510	BASE CONE 11-20# RUBBER	\$ 3	\$ 6	\$ 22
553	3530	BASE CHANNELIZER TUBE 10-20# RUBBER	\$ 3	\$ 9	\$ 29
554	1037	BARRIER WALL END 5' WATER FILL	\$ 21	\$ 55	\$ 156
554	2015	BARRIER WALL WATER FILL T13 HIGH	\$ 49	\$ 91	\$ 225
554	2020	Water Filled 6' Barriers -	\$ 30	\$ 67	\$ 180
554	2021	Water Filled Barriers CRASH ARRAY COMPONE	\$ 55	\$ 122	\$ 394
554	1005	BARRIER WALL 10' CONCRETE	\$ 18	\$ 50	\$ 144
554	8030	BARRIER WALL LIFTING DEVICE 9000	\$ 192	\$ 436	\$ 1,333
554	8032	BARRIER WALL LIFTING DEVICE LP 12,000LBS	\$ 146	\$ 430	\$ 1,065
554	8034	BARRIER WALL LIFTING DEVICE 30,000LBS	\$ 146	\$ 430	\$ 1,065
555	1000	WARNING LIGHT TYPE A FLASH	\$ 5	\$ 9	\$ 27
555	1059	BALLOON LIGHT 1000WATT WITH STAND	\$ 84	\$ 180	\$ 430
555	1061	BALLOON LIGHT LED WITH STAND	\$ 93	\$ 207	\$ 495
555	1062	BALLOON LIGHT 1000-1600 WATT/CART	\$ 106	\$ 235	\$ 561
555	1063	LOW GLARE LIGHT DIFFUSER	\$ 80	\$ 177	\$ 421
556	1060	SIGN ROLLUP REFLECTIVE VINYL 10-165F	\$ 5	\$ 25	\$ 93
556	1351	SIGN 48X48 DG BE PREPARED TO STOP	\$ 5	\$ 25	\$ 93
556	1637	SIGN 48X48 DG ROAD CLOSED	\$ 11	\$ 24	\$ 64
556	1817	SIGN 48X48 DG END CONSTRUCTION	\$ 5	\$ 25	\$ 93
556	2040	SIGN VARIABLE LEGEND HI < 10SF	\$ 9	\$ 24	\$ 68
556	3014	SIGN 48X48 EG END ROAD WORK	\$ 5	\$ 25	\$ 93
556	3120	PADDLE 24" EG STOP/SLOW	\$ 11	\$ 31	\$ 62
556	3194	SIGN 24X12 EG SIDEWALK CLOSED	\$ 5	\$ 26	\$ 95
556	3274	SIGN 18X24 EG CHEVRON	\$ 6	\$ 17	\$ 49
556	3284	SIGN 48X48 EG ROAD WORK AHEAD	\$ 5	\$ 26	\$ 95
556	3294	SIGN 48X48 EG DETOUR AHEAD	\$ 5	\$ 26	\$ 97
556	3298	SIGN 48X48 EG ROAD CLOSED AHEAD	\$ 5	\$ 25	\$ 93
556	3316	SIGN 48X48 EG FLAGGER (SYMBOL)	\$ 5	\$ 25	\$ 93
556	3340	SIGN 48X48 EG SHOULDER CLOSED AHEAD	\$ 5	\$ 24	\$ 89
556	3372	SIGN 48X48 EG RIGHT MERGE (SYMBOL)	\$ 5	\$ 25	\$ 93
556	3810	SIGN 48X48 EG UTILITY WORK AHEAD	\$ 5	\$ 25	\$ 93
556	5112	SIGN 48X30 HI ROAD CLOSED	\$ 8	\$ 17	\$ 39
556	7939	SIGN 48X48 DF RIGHT LANE CLOSED AHEAD	\$ 5	\$ 26	\$ 95
556	8025	OBJECT MARKER HI	\$ 3	\$ 5	\$ 16
556	8515	SIGN STAND TRIPOD	\$ 4	\$ 22	\$ 83
556	8520	SIGN STAND PORTABLE WITHOUT SPRING	\$ 4	\$ 22	\$ 85
556	8545	SIGN STAND PORTABLE WITH SPRING	\$ 22	\$ 62	\$ 184
600	2002	EVNT RESTROOM TRLR - 2 STATION	\$ 1,652	\$ 91,652	\$ 15,016
600	2003	EVNT RESTROOM TRLR - 3 STATION	\$ 2,017	\$ 92,017	\$ 15,616
600	2004	EVNT RESTROOM TRLR - 4 STATION	\$ 2,385	\$ 92,385	\$ 16,638
600	2007	EVNT RESTROOM TRLR - 7 STATION	\$ 2,833	\$ 92,833	\$ 18,608
600	2008	EVNT RESTROOM TRLR - 8 STATION	\$ 6,258	\$ 96,258	\$ 19,390
600	2010	EVNT RESTROOM TRLR - 10 STATION	\$ 3,243	\$ 93,243	\$ 19,639

600	2013	EVRT RESTROOM-TRLR-13 STATION	\$ 3,610	\$ 3,610	\$11,230
600	2109	RESTROOM-TRLR-9 STATION	\$13,167	\$13,167	\$19,494
600	2157	ADA RESTROOM-TRLR-2 STATION	\$13,432	\$13,432	\$17,439
600	2159	ADA RESTROOM-TRLR-9 STATION	\$13,645	\$13,645	\$12,526
600	2202	SHWR/RESTROOM COMBO-TRLR-2 STATION	\$13,595	\$13,595	\$12,589
600	2204	SHWR/RESTROOM COMBO-TRLR-4 STATION	\$17,191	\$17,191	\$25,167
600	2206	SHWR/RESTROOM COMBO-TRLR-6 STATION	\$19,347	\$19,347	\$32,717
600	2306	SHOWER TRAILER-6 STATION	\$25,492	\$25,492	\$19,229
600	2308	SHOWER TRAILER-8 STATION	\$17,323	\$17,323	\$25,630
600	2350	LAUNDRY TRAILER-6 SET	\$15,492	\$15,492	\$19,229
600	2495	4 X 4 CONTAINMENT TRAY - RESTROOM	\$ 32	\$ 32	\$ 32
600	1090	TOILET SINGLE MOUNT TRAILER KIT	\$ 292	\$ 292	\$ 292
600	1280	HAND WASHING UNIT	\$ 92	\$ 92	\$ 71
600	1287	HAND SANITIZER STAND	\$ 71	\$ 71	\$ 71
600	2410	STANDARD PORTABLE RESTROOM	\$ 114	\$ 114	\$ 74
600	2420	ENHANCED PORTABLE RESTROOM	\$ 145	\$ 145	\$ 100
600	2430	DELUXE PORTABLE RESTROOM	\$ 145	\$ 145	\$ 100
600	2440	HANDicap PORTABLE RESTROOM	\$ 145	\$ 145	\$ 100
600	2441	EVRT-RANOCAR PORTABLE RESTROOM	\$ 74	\$ 74	\$ 74
600	2450	HIGH RES PORTABLE RESTROOM	\$ 74	\$ 74	\$ 74
600	2460	MINI PORTABLE RESTROOM	\$ 74	\$ 74	\$ 74
600	2475	SINK PORTABLE	\$ 43	\$ 43	\$ 43
600	2476	EVRT-SINK PORTABLE	\$ 43	\$ 43	\$ 43
600	2485	WASTE HOLDING TANK	\$ 43	\$ 43	\$ 43
600	2490	FRESH WATER SYSTEM	\$ 308	\$ 308	\$ 308
605	10	AUDIBLE HIGH LEVEL ALARM	\$ 61	\$ 181	\$ 545
605	1250	TANK 21K GAL FXDAXL VPR TIGHT W/COILS	\$ 139	\$ 417	\$ 1,250
605	1300	TANK 21K GAL FXDAXL COILS CR	\$ 139	\$ 416	\$ 1,248
605	1400	TANK 21K GAL FXDAXL LINED W/COILS CR	\$ 139	\$ 416	\$ 1,248
605	1920	TANK 18K GAL DW FA SFVP LINED	\$ 312	\$ 935	\$ 2,805
605	2000	TANK 21K GAL T-OIL FXDAXL VPR TIGHT LINE	\$ 78	\$ 552	\$ 2,520
605	2050	TANK 21K GAL FXDAXL GASBUSTER	\$ 224	\$ 669	\$ 2,006
605	2250	TANK 9K GAL OPEN TOP (MUD BOX)	\$ 151	\$ 454	\$ 1,362
605	2310	TANK 10K GAL CLOSED TOP SKID LINED	\$ 136	\$ 405	\$ 1,214
605	2350	TANK 8400 GAL MINI FRAC LINED	\$ 120	\$ 362	\$ 1,087
605	2400	TANK 17K GAL MIX FA W/COILS	\$ 565	\$ 1,131	\$ 3,395
605	2450	TANK 20K GAL MIX FA W/COILS LINED	\$ 425	\$ 1,275	\$ 3,826
605	2500	TANK 20K GAL MIX EZ CLEAN FA W/COILS	\$ 412	\$ 1,237	\$ 3,712
605	3670	TANK 4K GAL TD POLY	\$ 91	\$ 276	\$ 827
605	3820	TANK 6500 GAL TD POLY	\$ 111	\$ 334	\$ 1,000
605	3830	TANK 6500 GAL TD POLY W/LINER	\$ 136	\$ 405	\$ 1,213
605	3950	TANK 6300 GAL ROLLOFF POLY TANK LINED	\$ 157	\$ 471	\$ 1,411
605	4100	TANK 17.6K GAL UPRIGHT CONE BOTTOM SKID	\$ 244	\$ 732	\$ 2,197
605	4130	TANK 17.6K GAL UPRIGHT CONE BTM SKD COIL	\$ 218	\$ 655	\$ 1,967
605	4500	TANK 21K GAL OPEN TOP	\$ 107	\$ 444	\$ 1,374
605	4580	TANK 21K GAL EZ CLEAN SV LINED	\$ 111	\$ 334	\$ 1,000
605	5110	TANK 21K GAL FXDAXL VPR TIGHT LINED SM	\$ 129	\$ 388	\$ 1,167
605	5120	TANK 21K GAL FXDAXL RND BOTTOM	\$ 146	\$ 441	\$ 1,319
605	5130	TANK 21K GAL FXDAXL RND BOTTOM MANIFOLD	\$ 109	\$ 324	\$ 973
605	5150	TANK 21K GAL FXDAXL EZ CLEAN OT LINED	\$ 122	\$ 367	\$ 1,102
605	5200	TANK 21K GAL FXDAXL VPR TIGHT LINED CR	\$ 126	\$ 378	\$ 1,139
605	5210	TANK 21K GAL FXDAXL SV OPEN TOP CVT LINED	\$ 111	\$ 333	\$ 999
605	5230	TANK 21K GAL FXDAXL LINED MANIFOLD CR	\$ 116	\$ 346	\$ 1,037
605	5500	TANK 18K GAL FXDAXL EZ CLEAN OT LND WEIR	\$ 139	\$ 418	\$ 1,254
605	5650	TANK 21K FXDAXL SV OPEN TOP CVT LW	\$ 139	\$ 417	\$ 1,250
605	5800	TANK CLARIFIER OPEN TOP LND WEIR	\$ 90	\$ 532	\$ 1,332
605	7010	TANK TRL MC307/DOT407 SST PRESS REAR	\$ 383	\$ 1,147	\$ 3,442
605	7920	BOX 25 YD METAL LID ROLL OFF	\$ 58	\$ 116	\$ 350
605	8150	BOX 18 YD PLASTIC LID ROLL OFF	\$ 65	\$ 131	\$ 394
605	8250	BOX 20 YD ROLL TARP ROLL OFF	\$ 32	\$ 98	\$ 296
605	8350	BOX 25 YD ROLL TARP ROLL OFF	\$ 33	\$ 100	\$ 299
605	8700	BOX 30 YD TRASH ROLL OFF	\$ 38	\$ 112	\$ 337
605	9030	BOX 25 YD DEWATERING ROLL TARP W/INSERT	\$ 49	\$ 346	\$ 1,375
605	9100	BOX 25 YD VACUUM ROLL OFF	\$ 30	\$ 216	\$ 869
610	1030	FILTER 4" 4 BAG CS	\$ 259	\$ 660	\$ 1,941
610	1080	FILTER 12" 24 BAG CS	\$ 665	\$ 1,414	\$ 3,984
610	1301	FILTER 3" DUPLEX BAG SST	\$ 199	\$ 596	\$ 1,789
610	1302	FILTER 3" DUPLEX BAG CS	\$ 123	\$ 368	\$ 1,103
610	1600	FILTER 6" SIMPLEX BAG	\$ 414	\$ 1,243	\$ 3,731
610	210	CLARIFIER INSERTS	\$ 429	\$ 1,716	\$ 5,885
610	2454	FILTER 4 POD 54" DIAMETER SAND	\$ 433	\$ 1,300	\$ 3,897
610	2530	FILTER 10K LB KLEEN WATER DUAL	\$ 713	\$ 2,141	\$ 6,423
610	3221	FILTER 2K LB HI/PRES KLEEN WATER W/INT	\$ 91	\$ 275	\$ 821
625	1010	SAW CONCRETE 18" GAS	\$ 122	\$ 316	\$ 818
625	2000	SAW BRICK/MASONRY 14" ELECTRIC	\$ 52	\$ 156	\$ 404
625	4500	CHAINSAW 18"	\$ 81	\$ 224	\$ 526
625	4600	CHAINSAW 20"	\$ 76	\$ 226	\$ 618
625	6950	CHAINSAW CONCRETE GAS	\$ 205	\$ 609	\$ 1,304
625	7250	SAW CONCRETE 13HP	\$ 132	\$ 355	\$ 847
625	7270	SAW CONCRETE 10-13HP SELF PROPELLED	\$ 97	\$ 284	\$ 780
625	7350	SAW CONCRETE 20-29HP SELF PROPELLED	\$ 170	\$ 467	\$ 1,067
625	7400	SAW CONCRETE 30-39HP SELF PROPELLED	\$ 184	\$ 547	\$ 1,295
625	7405	SAW CONCRETE 40-49HP SELF PROPELLED	\$ 281	\$ 809	\$ 2,002
625	7600	SAW CONCRETE 60-69HP SELF PROPELLED	\$ 322	\$ 972	\$ 2,071
625	7625	SAW CONCRETE OVER 69HP SELF PROPELLED	\$ 354	\$ 1,003	\$ 1,990
625	7750	SAW CUT-OFF 12" GAS	\$ 77	\$ 230	\$ 583
625	7800	SAW CUT-OFF 14" ELECTRIC	\$ 69	\$ 156	\$ 370
625	7805	SAW CUT-OFF 14" GAS	\$ 103	\$ 260	\$ 640
625	8300	SAW TILE 10"	\$ 103	\$ 256	\$ 630
625	9428	BLADE DIAMOND ASPHALT 18"	\$ 97	\$ 238	\$ 463
625	9435	BLADE DIAMOND ASPHALT 20"	\$ 176	\$ 617	\$ 888
625	9480	DIAMOND BLADE 14"	\$ 64	\$ 175	\$ 410
625	9510	BLADE DIAMOND CONCRETE 18"	\$ 74	\$ 200	\$ 421
625	9513	BLADE DIAMOND CONCRETE 18"	\$ 107	\$ 340	\$ 593
625	9514	BLADE DIAMOND CONCRETE 20"	\$ 126	\$ 293	\$ 531
625	9516	BLADE DIAMOND CONCRETE 24"	\$ 148	\$ 429	\$ 868

675	2078	DIAGONAL BRACE 7" GALVANIZED	\$ 2	\$ 5	\$.10
675	3822	PLA-8 8' PLANK 9.25 X 1.50 DOUG FIR	\$ 2	\$ 5	\$.10
675	4308	STAIRWELL 6' VX STRUCTURE	\$ 135	\$ 468	\$ 808
675	4330	BASE PLATE	\$ 9	\$ 18	\$ 52
675	4400	END FRAME WITH LEGS SINGLE WIDE BASE	\$ 156	\$ 158	\$ 306
675	4420	END FRAME WITH LEGS DOUBLE WIDE BASE	\$ 222	\$ 232	\$ 451
675	5350	SCAFFOLD FRAME 5' X 6' 6" WALK THROUGH	\$ 7	\$ 10	\$ 23
675	6060	SCAFFOLDING OUTRIGGERS	\$ 7	\$ 10	\$ 20
675	6191	PLANK ALUMINUM 7'	\$ 10	\$ 16	\$ 31
675	6220	SCAFFOLD PLANK 19" X 10"	\$ 8	\$ 15	\$ 36
675	6224	WALKBOARD 18" X 7"	\$ 8	\$ 12	\$ 24
675	7452	SCAFFOLDING SIDE BRACES	\$ 3	\$ 8	\$ 11
675	7520	SCAFFOLD ROLLING 6' X 30"	\$ 28	\$ 74	\$ 170
675	7530	SCREWJACK WITH BASE PLATE	\$ 5	\$ 8	\$ 16
675	7550	BASE PLATE FIXED	\$ 2	\$ 9	\$ 23
675	7556	END FRAME 6'	\$ 8	\$ 9	\$ 23
675	9027	SCAFFOLD TOWER 12' ROLLING	\$ 106	\$ 224	\$ 518
675	9110	SHELVING PORTABLE MOBILE	\$ 30	\$ 30	\$ 30
675	2144	BASE PLATE SWIVEL GALVANIZED	\$ 18	\$ 43	\$ 91
675	4330	BASE PLATE	\$ 19	\$ 32	\$ 95
675	7640	LOCKING PIN	\$ 3	\$ 4	\$ 5
675	9402	TRENCH BRIDGE WHEEL KIT	\$ 40	\$ 124	\$ 346
675	9415	TRENCH BRIDGE STEEL 8'	\$ 59	\$ 172	\$ 502
675	9435	TRENCH BRIDGE STEEL 12'	\$ 57	\$ 281	\$ 835
675	9415	TRENCH BRIDGE STEEL 8'	\$ 59	\$ 172	\$ 502
675	9980	TRENCH GUARD RAIL 4'	\$ 11	\$ 31	\$ 77
675	9981	TRENCH GUARD RAIL 4' WITH GATE	\$ 12	\$ 33	\$ 89
675	9982	TRENCH GUARD RAIL 6' WITH GATE	\$ 14	\$ 38	\$ 97
675	9983	TRENCH GUARD RAIL 6'	\$ 12	\$ 37	\$ 96
675	9984	TRENCH GUARD RAIL 8'	\$ 18	\$ 42	\$ 103
675	9985	TRENCH GUARD RAIL 8' WITH GATE	\$ 24	\$ 73	\$ 134
675	9986	TRENCH GUARD RAIL 10' WITH GATE	\$ 27	\$ 79	\$ 148
675	9987	TRENCH GUARD RAIL 10'	\$ 19	\$ 45	\$ 109
675	9988	TRENCH GUARD RAIL 12' WITH GATE	\$ 29	\$ 87	\$ 158
675	9989	TRENCH GUARD RAIL 12'	\$ 22	\$ 53	\$ 117
675	9990	TRENCH GUARD RAIL BRACKET	\$ 4	\$ 8	\$ 16
675	9994	MAPS GUARD RAIL BRACKET	\$ 1	\$ 3	\$ 10
679	1509	ELECTRIC PIGTAIL	\$ 66	\$ 131	\$ 354
700	2000	LASER SELF LEVELING CONSTRUCTION	\$ 79	\$ 175	\$ 415
700	2100	LASER PIPE	\$ 158	\$ 394	\$ 982
750	1100	SWEEPER RIDE ON 6' WINDROW	\$ 274	\$ 812	\$ 1,865
750	1105	SWEEPER RIDE ON 8' WINDROW THREE WHEEL	\$ 321	\$ 947	\$ 2,136
750	1106	SWEEPER 8' 4 WHEEL ROPS	\$ 350	\$ 977	\$ 2,309
750	1107	SWEEPER 8' 4 WHEEL CAB	\$ 383	\$ 1,156	\$ 2,518
750	1110	SWEEPER RIDE ON PICK UP	\$ 521	\$ 1,342	\$ 3,446
750	1040	SWEEPER WALKBEHIND	\$ 197	\$ 573	\$ 1,035
750	1109	SWEEPER RIDE ON PICK UP 66" AND SMALLER	\$ 540	\$ 1,802	\$ 3,416
750	1111	SWEEPER RIDE ON PICK UP ELECTRIC	\$ 421	\$ 1,287	\$ 2,228
750	1115	SWEEPER/SCRUBBER RIDE ON	\$ 693	\$ 2,178	\$ 5,247
750	1116	SWEEPER/SCRUBBER RIDE ON OVER 50" PATH	\$ 763	\$ 2,505	\$ 5,881
750	1118	SCRUBBER STAND UP ELECTRIC	\$ 218	\$ 654	\$ 1,961
800	1255	BIT CARBIDE MISCELLANEOUS SIZE	\$ 14	\$ 40	\$ 78
800	1350	BIT SDS MAX 1 1/2" X 18"	\$ 14	\$ 52	\$ 118
800	2330	BLADE TILE STRIPPING DEMO/ROTARY HAMMER	\$ 33	\$ 84	\$ 192
800	3000	EXTENSION CORD 10/3 50' UG	\$ 7	\$ 12	\$ 30
800	3018	EXTENSION CORD 12/3 10'	\$ 16	\$ 31	\$ 53
800	3025	EXTENSION CORD 12/3 50' 110V	\$ 5	\$ 11	\$ 27
800	3075	EXTENSION CORD 12/3 100' 110V	\$ 7	\$ 14	\$ 33
800	3105	EXTENSION CORD 50' 120V	\$ 5	\$ 16	\$ 34
800	3325	BOX TEMPOWER GFI DISTRIBUTION	\$ 28	\$ 77	\$ 171
800	3650	PIGTAIL MALE UG TO FEMALE TWIST LOCK	\$ 5	\$ 12	\$ 25
800	3750	CORD TEMPOWER 6/4 50'	\$ 48	\$ 93	\$ 192
800	3775	CORD TEMPOWER 6/4 100'	\$ 28	\$ 74	\$ 168
800	4375	LOCATOR PIPE AND CABLE	\$ 119	\$ 266	\$ 634
850	2473	CRIMPER PIPE PRESS RINGS XL	\$ 163	\$ 362	\$ 851
850	6050	BRAKE ALUMINUM SIDING	\$ 91	\$ 232	\$ 489
850	7095	CRIMPER PIPE CORDLESS	\$ 231	\$ 512	\$ 1,220
900	0100	PROPANE TANKS	\$ 14	\$ 35	\$ 91
900	930	SPREADER HYDRAULIC SAND/SALT	\$ 116	\$ 329	\$ 726
900	8125	MOTORGRADER 125HP 12' BLADE	\$ 860	\$ 2,539	\$ 5,939
900	8150	MOTORGRADER 195-205HP 14' BLADE	\$ 1,255	\$ 4,635	\$ 11,168
900	8165	MOTORGRADER 206-235HP 14' BLADE	\$ 1,288	\$ 3,679	\$ 8,947
900	249	PEDESTRIAN MAT 3' X 5'	\$ 10	\$ 29	\$ 106
900	250	COMPOSITE MAT HD	\$ 14	\$ 99	\$ 362
900	255	COMPOSITE MAT MEDIUM DUTY	\$ 21	\$ 54	\$ 160
900	260	SHORT INFILLS TO CONNECT PEDESTRIAN MAT	\$ 1	\$ 2	\$ 3
900	265	LONG INFILLS TO CONNECT PEDESTRIAN MAT	\$ 1	\$ 2	\$ 3
900	300	COMPOSITE MAT T-BAR TOOL	\$ 2	\$ 10	\$ 30
900	305	COMPOSITE MAT PINS	\$ 2	\$ 3	\$ 8
900	306	LIGHT DUTY SINGLE PINS FOR 4X8 MATS	\$ 1	\$ 2	\$ 2
900	307	LIGHT DUTY DOUBLE PINS FOR 4X8 MATS	\$ 1	\$ 2	\$ 2
900	400	COMPOSITE TRACK OUT CLEANING MAT	\$ 52	\$ 136	\$ 269
900	401	ACCESSORY BAG FOR COMPOSITE TRACK OUT CLEANING MAT	\$ 6	\$ 21	\$ 35
900	402	18" STAKES FOR TRACK OUT CLEANING MAT	\$ 1	\$ 2	\$ 3
900	403	6" CONCRETE SCREW FOR TRACK OUT CLEANING MAT	\$ 1	\$ 2	\$ 3
900	404	MOVING TOOL FOR TRACK OUT CLEANING MAT	\$ 3	\$ 13	\$ 39
900	405	CLEANING SHOVEL FOR TRACK OUT CLEANING MAT	\$ 4	\$ 16	\$ 51
900	450	EASY LIFT HANDLES FOR COMPOSITE MAT ROAD PLATE	\$ 2	\$ 11	\$ 43
900	451	STORAGE UNIT FOR COMPOSITE MAT ROAD PLATE	\$ 5	\$ 38	\$ 151
900	452	COMPOSITE MAT ROAD PLATE END	\$ 10	\$ 26	\$ 73
900	453	COMPOSITE MAT ROAD PLATE INNER	\$ 10	\$ 26	\$ 73
900	8600	TRACK DIGGER DERRICK 42"	\$ 1,151	\$ 2,879	\$ 7,095
902	15	BACKHOE/LOADER COMPACT 20-29HP 4WD	\$ 256	\$ 755	\$ 1,826
902	1020	BACKHOE/LOADER 60-90HP 4WD	\$ 371	\$ 990	\$ 2,377
902	1021	BACKHOE/LOADER 60-90HP 4WD CAB EXT-A-HOE	\$ 463	\$ 1,285	\$ 2,461
902	1100	BACKHOE/LOADER 60-90HP 4WD EXT-A-HOE	\$ 383	\$ 1,036	\$ 2,384

920	3300	REEL TRAILER-1 REEL 720#	\$ 206	\$ 519	\$ 1,290
920	3310	REEL TRAILER-2 REEL 12.8K	\$ 264	\$ 662	\$ 1,533
920	3211	POLE TRAILER 19.5K DUAL AXL	\$ 215	\$ 538	\$ 1,559
921	60	CONTAINER 8X20X8'6"	\$ 145	\$ 145	\$ 145
921	61	CONTAINER 8X20X8'6" PV3	\$ 165	\$ 165	\$ 165
921	63	CONTAINER 8X20X8'6" SOLAR	\$ 165	\$ 165	\$ 165
921	120	CONTAINER 8X20X8'6" DBLE DOOR	\$ 165	\$ 165	\$ 165
921	180	CONTAINER 8X40X8'6"	\$ 185	\$ 185	\$ 185
921	181	CONTAINER 8X40X8'6" PV3	\$ 205	\$ 205	\$ 205
921	220	CONTAINER 8X40X8'6" DBLE DOOR	\$ 205	\$ 205	\$ 205
921	183	CONTAINER 8X40X8'6" SOLAR	\$ 205	\$ 205	\$ 205
921	401	CONTAINER RAMP5	\$ 80	\$ 80	\$ 80
922	30	OFFICE TRAILER 10X40 W/RR	\$ 850	\$ 850	\$ 850
922	40	OFFICE TRAILER 10X40 NO RR	\$ 800	\$ 800	\$ 800
922	70	OFFICE TRAILER 10X50 W/RR	\$ 950	\$ 950	\$ 950
922	80	OFFICE TRAILER 10X50 NO RR	\$ 900	\$ 900	\$ 900
922	90	OFFICE TRAILER 12X60 W/RR	\$ 1,350	\$ 1,350	\$ 1,350
922	100	OFFICE TRAILER 12X60 NO RR	\$ 1,250	\$ 1,250	\$ 1,250
923	10	MODULAR BLDG 24X60 W/1-RR	\$ 2,450	\$ 2,450	\$ 2,450
923	30	MODULAR BLDG 24X60 NO RR	\$ 2,350	\$ 2,350	\$ 2,350
923	1000	MODULAR BUILDING STEPS	\$ 50	\$ 50	\$ 50
924	20	GLO/OFFICE CONTAINER 8X20X8'6"	\$ 575	\$ 575	\$ 575
924	40	GLO/OFFICE CONTAINER 8X20X8'6" OFF/STOR	\$ 525	\$ 525	\$ 525
924	60	GLO/OFFICE CONTAINER 8X40X8'6"	\$ 825	\$ 825	\$ 825
924	110	GLO/OFFICE CONTAINER 8X40X8'6" OFF/STOR	\$ 675	\$ 675	\$ 675
924	80	GLO/OFFICE CONTAINER 8X40X9'6" G3 W/RR	\$ 925	\$ 925	\$ 925
924	203	CHAIR MAT	\$ 13	\$ 13	\$ 13
924	204	WHITEBOARD AND MARKERS	\$ 25	\$ 25	\$ 25
924	402	SECURITY LIGHTING	\$ 55	\$ 55	\$ 55
924	201	NA-REFRIGERATOR	\$ 65	\$ 65	\$ 65
924	202	CAN TRASH 1213 GALLON	\$ 10	\$ 10	\$ 10
930	1101	TRENCHER 11-15HP WALKBEHIND TIRE	\$ 255	\$ 782	\$ 1,684
930	1102	TRENCHER 11-15HP WALKBEHIND TRACK	\$ 263	\$ 781	\$ 1,598
930	1200	TRENCHER 16-27HP WALKBEHIND TIRE	\$ 276	\$ 814	\$ 1,907
930	1230	TRENCHER 16-27HP WALKBEHIND TRACK	\$ 293	\$ 902	\$ 2,041
930	1350	TRENCHER 32-50HP	\$ 413	\$ 1,157	\$ 2,707
930	1440	TRENCHER 51-69HP	\$ 599	\$ 1,652	\$ 3,853
930	1520	TRENCHER RIDE ON WITH BACKHOE	\$ 448	\$ 1,164	\$ 2,899
940	5652	5" SPREADER BAR (LINEAR FEET)	\$ 3	\$ 6	\$ 16
940	5653	6" SPREADER BAR (LINEAR FEET)	\$ 4	\$ 8	\$ 19
940	5655	8" SPREADER BAR (LINEAR FEET)	\$ 8	\$ 14	\$ 28
940	5700	SPREADER BAR TRANSIT RACK	\$ 6	\$ 14	\$ 38
940	6040	17"-27" CYLINDER ASSEMBLY	\$ 25	\$ 44	\$ 108
940	6070	22"-36" CYLINDER ASSEMBLY	\$ 25	\$ 44	\$ 108
940	6077	28"-46" CYLINDER ASSEMBLY	\$ 25	\$ 44	\$ 108
940	6120	34"-55" CYLINDER ASSEMBLY	\$ 25	\$ 44	\$ 108
940	6124	40"-64" CYLINDER ASSEMBLY	\$ 29	\$ 65	\$ 135
940	6128	42"-69" CYLINDER ASSEMBLY	\$ 29	\$ 65	\$ 135
940	6170	52"-88" CYLINDER ASSEMBLY	\$ 29	\$ 65	\$ 135
940	6220	28"-46" CYLINDER ASSEMBLY	\$ 25	\$ 44	\$ 108
940	6847	RELEASE TOOL 30"	\$ 10	\$ 23	\$ 56
940	6850	RELEASE TOOL 48"	\$ 12	\$ 28	\$ 68
940	6851	MANHOLE BRACE RELEASE TOOL 48IN	\$ 12	\$ 28	\$ 48
940	6855	MANHOLE BRACE RELEASE TOOL 96IN	\$ 13	\$ 33	\$ 68
940	6900	RELEASE TOOL 72"	\$ 15	\$ 42	\$ 82
940	6902	RELEASE TOOL 96"	\$ 18	\$ 44	\$ 93
940	6907	REMOVAL HOOK 30"	\$ 6	\$ 19	\$ 56
940	6910	REMOVAL HOOK 48"	\$ 8	\$ 23	\$ 68
940	6916	REMOVAL HOOK 96"	\$ 18	\$ 31	\$ 93
940	6928	MANIFOLD HOSE BRIDLE 4-WAY	\$ 19	\$ 45	\$ 111
940	6950	SHORING PUMP HAND	\$ 45	\$ 106	\$ 233
940	6953	POLYETHYLENE FIN BOARD 4' X 8'	\$ 22	\$ 45	\$ 106
940	6956	SHORING PUMP 12 VOLT ELECTRIC	\$ 27	\$ 316	\$ 778
940	6960	FIN BOARD 4' X 8'	\$ 16	\$ 40	\$ 98
940	6961	FIN BOARD 4' X 4'	\$ 14	\$ 37	\$ 87
940	6964	FIN BOARD 4' X 12'	\$ 19	\$ 46	\$ 118
940	6974	CYLINDER EXTENSION 24" VERTICAL SHORE	\$ 4	\$ 16	\$ 40
940	6976	CYLINDER EXTENSION 42" VERTICAL SHORE	\$ 4	\$ 16	\$ 56
940	6978	CYLINDER EXTENSION 56" VERTICAL SHORE	\$ 4	\$ 14	\$ 72
940	6987	CYLINDER EXTENSION 90" VERTICAL SHORE	\$ 24	\$ 63	\$ 185
940	7019	10' WALER RAIL	\$ 21	\$ 51	\$ 118
940	7022	8' WALER RAIL	\$ 37	\$ 24	\$ 120
940	7024	6' WALER RAIL	\$ 18	\$ 48	\$ 111
940	7026	12' WALER RAIL	\$ 22	\$ 53	\$ 123
940	7029	16' WALER RAIL	\$ 24	\$ 59	\$ 130
940	7060	MANHOLE BRACE 3" CYLINDER ASSEMBLY	\$ 178	\$ 337	\$ 1,053
940	7062	MANHOLE BRACE CYL FOR 10" OVERSLEEVE	\$ 178	\$ 392	\$ 1,053
940	8005	MODULAR SHIELD PANEL 24" X 4'	\$ 18	\$ 53	\$ 120
940	8705	ADJUSTABLE SPREADER 24"-36"	\$ 29	\$ 62	\$ 152
940	8707	ADJUSTABLE SPREADER 28"-46"	\$ 31	\$ 49	\$ 166
940	8712	ADJUSTABLE SPREADER 36"-60"	\$ 31	\$ 49	\$ 166
940	8720	ADJUSTABLE SPREADER 52"-88"	\$ 33	\$ 72	\$ 178
940	8725	ADJUSTABLE SPREADER 72"-104"	\$ 40	\$ 100	\$ 271
940	8751	ADJUSTABLE SPREADER 76"-120"	\$ 43	\$ 119	\$ 295
940	9550	ADJUSTABLE SPREADERS	\$ 11	\$ 28	\$ 82
940	9560	LADDER HANGER FOR TRENCH SHIELD	\$ 10	\$ 27	\$ 79
940	9561	LADDER UPPER SECTION FOR TRENCH SHIELD	\$ 25	\$ 54	\$ 154
940	9563	6' LADDER EXTENSION FOR TRENCH SHIELD	\$ 15	\$ 29	\$ 62
940	9619	STACKING PIN FOR ALUMINUM BOX	\$ 3	\$ 9	\$ 26
940	9625	1' EXTENSION FOR ARCH SPREADER	\$ 21	\$ 21	\$ 94
940	9629	MODULAR SHIELD HIGH CLEARANCE ARCH	\$ 29	\$ 114	\$ 306
940	9630	ARCH SPREADER	\$ 175	\$ 435	\$ 1,128
940	9632	2' EXTENSION FOR ARCH SPREADER	\$ 29	\$ 76	\$ 192
940	9633	3' EXTENSION FOR ARCH SPREADER	\$ 33	\$ 85	\$ 211
940	9634	4' EXTENSION FOR ARCH SPREADER	\$ 37	\$ 92	\$ 232
940	9636	6' EXTENSION FOR ARCH SPREADER	\$ 39	\$ 96	\$ 294

940	9638	8' EXTENSION FOR ARCH SPREADER	\$ 41	\$ 114	\$ 324
940	9641	ARCH SPREADER A-1 SHORT	\$ 132	\$ 387	\$ 1,180
940	9718	ADJUSTABLE SPREADER 108" - 144"	\$ 46	\$ 131	\$ 326
940	9725	ADJUSTABLE SPREADER 60"-96"	\$ 43	\$ 84	\$ 194
940	9726	ADJUSTABLE SPREADER 74"-120"	\$ 43	\$ 84	\$ 194
940	9769	MODULAR SHIELD POST CORNER 24"	\$ 6	\$ 15	\$ 33
940	9774	MODULAR SHIELD POST CORNER 72"	\$ 13	\$ 32	\$ 83
940	9781	MODULAR SHIELD POST CORNER 120"	\$ 17	\$ 50	\$ 100
940	9782	MAPS ARCH TUBE EXTENSION 72"-96"	\$ 41	\$ 102	\$ 254
940	9783	MAPS ARCH TUBE EXTENSION 96"-120"	\$ 56	\$ 143	\$ 355
940	9785	MODULAR SHIELD STRUT 36"	\$ 9	\$ 27	\$ 53
940	9786	MODULAR SHIELD STRUT 48"	\$ 9	\$ 28	\$ 78
940	9787	MODULAR SHIELD STRUT 84"	\$ 14	\$ 38	\$ 96
940	9788	MODULAR SHIELD STRUT 60"	\$ 12	\$ 36	\$ 82
940	9789	MODULAR SHIELD STRUT 72"	\$ 13	\$ 38	\$ 90
940	9790	MODULAR SHIELD STRUT 96"	\$ 16	\$ 41	\$ 100
940	9794	STACKING PINS FOR MODULAR ALUMINUM BOX	\$ 4	\$ 9	\$ 23
940	9799	MAPS END SHIELD 6X6 W/40X40 NRC CUTOUT	\$ 106	\$ 271	\$ 693
940	9813	MODULAR SHIELD PANEL 24" X 3'	\$ 18	\$ 48	\$ 119
940	9814	MODULAR SHIELD PANEL 24" X 3 1/2'	\$ 56	\$ 137	\$ 265
940	9815	MODULAR SHIELD PANEL 24" X 5'	\$ 21	\$ 52	\$ 148
940	9816	MODULAR SHIELD PANEL 24" X 6'	\$ 26	\$ 66	\$ 166
940	9818	MODULAR SHIELD PANEL 24" X 8'	\$ 40	\$ 91	\$ 216
940	9819	MODULAR SHIELD PANEL 24" X 16'	\$ 71	\$ 166	\$ 387
940	9820	MODULAR SHIELD PANEL 24" X 10'	\$ 44	\$ 110	\$ 257
940	9821	MODULAR SHIELD PANEL 24" X 12'	\$ 49	\$ 119	\$ 245
940	9825	LIFTING EYES LITE SHIELD (4/SET)	\$ 4	\$ 11	\$ 28
940	9828	2' EXTENSION LEGS PACKAGE FOR BOXES	\$ 10	\$ 32	\$ 80
940	9832	6' MAPS TEE CONNECTOR	\$ 18	\$ 39	\$ 92
940	9843	BBC 120 CORNER END POST 120"	\$ 30	\$ 102	\$ 275
940	9844	SPLICE PANEL 2' BUILD A BOX	\$ 4	\$ 11	\$ 30
940	9845	2' EXTENSION LEGS PACKAGE FOR ALUM BOXES	\$ 29	\$ 84	\$ 224
940	9847	214 BBP BUILD A BOX PANEL 168"	\$ 70	\$ 171	\$ 473
940	9848	216 BBP BUILD A BOX PANEL 192"	\$ 59	\$ 170	\$ 485
940	9850	23 BBP BUILD A BOX PANEL 36"	\$ 19	\$ 39	\$ 126
940	9851	24 BBP BUILD A BOX PANEL 48"	\$ 21	\$ 46	\$ 140
940	9852	25 BBP BUILD A BOX PANEL 60"	\$ 22	\$ 58	\$ 158
940	9853	26 BBP BUILD A BOX PANEL 72"	\$ 23	\$ 69	\$ 176
940	9855	28 BBP BUILD A BOX PANEL 96"	\$ 26	\$ 79	\$ 200
940	9856	210 BBP BUILD A BOX PANEL 120"	\$ 30	\$ 102	\$ 275
940	9857	212 BBP BUILD A BOX PANEL 144"	\$ 38	\$ 122	\$ 306
940	9864	BBC 24 CORNER END POST 24"	\$ 13	\$ 48	\$ 141
940	9865	BBC 48 CORNER END POST 48"	\$ 21	\$ 46	\$ 140
940	9866	BBC 72 CORNER END POST 72"	\$ 23	\$ 69	\$ 176
940	9867	BBC 96 CORNER END POST 96"	\$ 23	\$ 56	\$ 132
940	9868	LIFTING LUGS FOR BUILD A BOX (EA)	\$ 3	\$ 8	\$ 14
940	9870	T CORNER END POST 72"	\$ 26	\$ 60	\$ 147
940	9874	STACKING LUGS FOR BUILD A BOX	\$ 8	\$ 19	\$ 46
940	9877	T CORNER END POST 96"	\$ 37	\$ 96	\$ 267
940	9892	MAPS ARCH TUBE EXTENSION 60" - 84"	\$ 29	\$ 67	\$ 147
940	9898	ARCH EXTENSION 5' BUILD A BOX	\$ 75	\$ 197	\$ 504
940	9901	6' BAB SHEETING FRAME	\$ 39	\$ 121	\$ 345
940	9902	8' BAB SHEETING FRAME	\$ 51	\$ 137	\$ 370
940	9903	10' BAB SHEETING FRAME	\$ 62	\$ 163	\$ 461
940	9908	8' BAB ALUMINUM SHEETING	\$ 19	\$ 58	\$ 152
940	9909	10' BAB ALUMINUM SHEETING	\$ 22	\$ 63	\$ 159
941	8008	2' LEG KIT FOR MANGUARD (4/KIT)	\$ 31	\$ 90	\$ 266
941	8009	STACKING PIN FOR MANGUARD	\$ 6	\$ 15	\$ 36
941	8010	MANHOLE SHIELD ROUND 4' X 8'	\$ 121	\$ 311	\$ 782
941	8011	MANHOLE SHIELD ROUND 4' X 10'	\$ 127	\$ 376	\$ 941
941	8012	MANHOLE SHIELD ROUND 8' X 6'	\$ 135	\$ 321	\$ 796
941	8013	MANHOLE SHIELD ROUND 8' X 8.5'	\$ 179	\$ 437	\$ 1,194
941	8014	MANHOLE SHIELD ROUND 8' X 8.5' W/CUT OUT	\$ 206	\$ 512	\$ 1,274
941	8016	MANHOLE SHIELD ROUND 8' X 10' W/ CUT OUT	\$ 252	\$ 618	\$ 1,552
941	8024	MANHOLE BOX 4' X 8' OCTAGON	\$ 92	\$ 338	\$ 1,053
941	8026	MANHOLE BOX 4' X 12' OCTAGON	\$ 175	\$ 435	\$ 1,084
941	8028	MANHOLE BOX 8' X 8' OCTAGON	\$ 190	\$ 489	\$ 1,377
941	8029	MANHOLE BOX 8' X 10' OCTAGON	\$ 212	\$ 542	\$ 1,603
941	8030	MANHOLE BOX 8' X 12' OCTAGON	\$ 327	\$ 816	\$ 2,042
941	8033	MANHOLE BOX 4' X 8'	\$ 119	\$ 281	\$ 691
941	8035	MANHOLE BOX 4' X 10'	\$ 126	\$ 335	\$ 893
941	8037	MANHOLE BOX 4' X 12'	\$ 114	\$ 369	\$ 1,038
941	8041	MANHOLE BOX 8' X 8'	\$ 145	\$ 512	\$ 1,500
941	8042	MANHOLE BOX 8' X 8' WITH CUT OUT	\$ 190	\$ 504	\$ 1,521
941	8043	MANHOLE BOX 8' X 10'	\$ 219	\$ 581	\$ 1,739
941	8044	MANHOLE BOX 8' X 10' WITH CUT OUT	\$ 219	\$ 581	\$ 1,739
941	8045	MANHOLE BOX 8' X 12'	\$ 343	\$ 859	\$ 2,146
941	8046	MANHOLE BOX 8' X 12' WITH CUT OUT	\$ 343	\$ 859	\$ 2,146
941	8100	SPREADER BAR PIN 8"	\$ 3	\$ 5	\$ 13
941	8101	SPREADER BAR PIN 10"	\$ 11	\$ 16	\$ 30
941	8102	SPREADER BAR PIN 12"	\$ 12	\$ 24	\$ 43
941	8103	STACKING PINS FOR STEEL BOXES	\$ 6	\$ 15	\$ 36
941	8110	PIT KIT COLLAR CONNECTOR (SET OF 4)	\$ 288	\$ 891	\$ 1,761
941	8204	TRENCH BOX 4' X 8' (4" WALL)	\$ 108	\$ 334	\$ 843
941	8207	TRENCH BOX 4' X 10' (4" WALL)	\$ 166	\$ 427	\$ 1,098
941	8210	TRENCH BOX 4' X 12' (4" WALL)	\$ 173	\$ 436	\$ 1,210
941	8223	TRENCH BOX 4' X 16' (4" WALL)	\$ 208	\$ 557	\$ 1,465
941	8241	TRENCH BOX 4' X 20' (4" WALL)	\$ 248	\$ 633	\$ 1,759
941	8244	TRENCH BOX 4' X 20' (6" WALL)	\$ 248	\$ 633	\$ 1,759
941	8250	TRENCH BOX 4' X 22' (4" WALL)	\$ 259	\$ 651	\$ 1,955
941	8259	TRENCH BOX 4' X 24' (4" WALL)	\$ 275	\$ 734	\$ 2,020
941	8262	TRENCH BOX 4' X 24' (6" WALL)	\$ 253	\$ 637	\$ 1,828
941	8277	TRENCH BOX 4' X 28' (8" WALL)	\$ 360	\$ 892	\$ 2,229
941	8280	TRENCH BOX 4' X 32' (8" WALL)	\$ 379	\$ 929	\$ 2,365
941	8300	TRENCH BOX 6' X 6' (3" WALL)	\$ 179	\$ 441	\$ 1,221
941	8304	TRENCH BOX 6' X 8' (4" WALL)	\$ 173	\$ 427	\$ 1,185

942	1240	KIT:5' SHORE 17-27" CYL	\$ 25	\$ 59	\$ 151
942	1250	KIT:5' SHORE 22-36" CYL	\$ 25	\$ 59	\$ 150
942	1270	KIT:5' SHORE 34-55" CYL	\$ 38	\$ 86	\$ 210
942	1280	KIT:5' SHORE 40-64" CYL	\$ 38	\$ 92	\$ 230
942	1300	KIT:5' SHORE 52-88" CYL	\$ 38	\$ 92	\$ 230
942	1310	KIT:5' SHORE 28-46" CYL	\$ 38	\$ 98	\$ 233
942	1320	KIT:7' SHORE 28-46" CYL	\$ 40	\$ 104	\$ 247
942	1330	KIT:7' SHORE 22-36" CYL	\$ 26	\$ 60	\$ 154
942	1340	KIT:7' SHORE 17-27" CYL	\$ 25	\$ 62	\$ 152
942	1360	KIT:7' SHORE 34-55" CYL	\$ 38	\$ 86	\$ 210
942	1370	KIT:7' SHORE 40-64" CYL	\$ 38	\$ 92	\$ 230
942	1390	KIT:7' SHORE 52-88" CYL	\$ 38	\$ 92	\$ 230
942	6675	TRENCH BOX ALUMINUM 6' X 10'	\$ 272	\$ 679	\$ 1,692
942	6779	SHIELD HYDRAULIC 6' X 8'	\$ 266	\$ 646	\$ 1,612
942	6780	SHIELD HYDRAULIC 6' X 6'	\$ 233	\$ 581	\$ 1,440
942	6781	SHIELD HYDRAULIC 8' X 8'	\$ 288	\$ 721	\$ 1,874
942	6783	SHIELD HYDRAULIC 8' X 10'	\$ 313	\$ 778	\$ 2,119
942	6785	SHIELD HYDRAULIC 8' X 12'	\$ 320	\$ 816	\$ 2,284
942	6815	SHIELD ALUMINUM 4' X 8'	\$ 133	\$ 464	\$ 1,160
942	6819	TRENCH BOX ALUMINUM 4' X 12'	\$ 133	\$ 473	\$ 1,174
942	6820	TRENCH BOX ALUM 4' X 12' W/STEEL FRAME	\$ 161	\$ 480	\$ 1,430
942	6825	TRENCH BOX ALUM 6' X 6'	\$ 214	\$ 532	\$ 1,334
942	6835	TRENCH BOX ALUM 8' X 8' W/STEEL FRAME	\$ 179	\$ 537	\$ 1,601
942	6838	TRENCH BOX ALUM 8' X 10' W/STEEL FRAME	\$ 208	\$ 619	\$ 1,851
942	6840	TRENCH BOX ALUM 8' X 12' W/STEEL FRAME	\$ 264	\$ 777	\$ 2,218
942	6842	TRENCH BOX ALUM 8' X 14' W/STEEL FRAME	\$ 341	\$ 847	\$ 2,278
942	6844	TRENCH BOX ALUM 8' X 16' W/STEEL FRAME	\$ 391	\$ 957	\$ 2,387
942	8268	END MEMBER 2'	\$ 4	\$ 17	\$ 25
942	8270	END MEMBER 4'	\$ 4	\$ 14	\$ 33
942	8272	END MEMBER 6'	\$ 6	\$ 19	\$ 55
942	8274	END MEMBER 12'	\$ 14	\$ 33	\$ 91
942	8276	END MEMBER 8'	\$ 9	\$ 29	\$ 69
942	8277	END MEMBER 10'	\$ 11	\$ 33	\$ 79
942	8286	END SHORE 5'	\$ 96	\$ 262	\$ 751
942	8324	END SHORE 6'	\$ 153	\$ 393	\$ 917
942	8325	END SHORE 8'	\$ 158	\$ 409	\$ 1,072
942	8330	SPEED STRUT MOD 40 (26"-40")	\$ 18	\$ 38	\$ 96
942	8334	SPEED STRUT MOD 50 (32"-50")	\$ 21	\$ 45	\$ 105
942	8336	SPEED STRUT MOD 59 (38"-59")	\$ 23	\$ 51	\$ 110
942	8340	SPEED STRUT MOD 68 (44"-68") HYDRAULIC	\$ 32	\$ 68	\$ 166
942	8344	SPEED STRUT MOD 92 (56"-92")	\$ 36	\$ 82	\$ 185
942	8348	ADJUSTABLE SPREADER 26"-36"	\$ 29	\$ 62	\$ 152
942	8350	ADJUSTABLE SPREADER 27"-36"	\$ 29	\$ 62	\$ 152
942	8351	ADJUSTABLE SPREADER 35"-48"	\$ 31	\$ 49	\$ 166
942	8352	ADJUSTABLE SPREADER 32"-48"	\$ 31	\$ 49	\$ 166
942	8354	ADJUSTABLE SPREADER 52"-84"	\$ 33	\$ 72	\$ 178
942	8356	ADJUSTABLE SPREADER 40"-60"	\$ 31	\$ 49	\$ 166
942	8360	ADJUSTABLE SPREADER 48"-72"	\$ 37	\$ 79	\$ 185
942	8388	ADJUSTABLE STRUTS 56"-92" STATIC	\$ 40	\$ 100	\$ 271
942	9084	TRENCH BOX ALUMINUM 8' X 8'	\$ 289	\$ 717	\$ 1,763
942	9092	TRENCH BOX ALUMINUM 8' X 10'	\$ 301	\$ 751	\$ 2,227
942	9111	TRENCH BOX ALUMINUM 8' X 12'	\$ 324	\$ 835	\$ 2,313
942	9116	TRENCH BOX ALUMINUM 8' X 14'	\$ 354	\$ 865	\$ 2,511
942	9257	TRENCH BOX ALUMINUM 6' X 8'	\$ 232	\$ 568	\$ 1,595
942	9266	TRENCH BOX ALUMINUM 6' X 12'	\$ 198	\$ 584	\$ 1,765
942	9273	TRENCH BOX ALUMINUM 10' X 10'	\$ 217	\$ 639	\$ 1,907
942	9277	TRENCH BOX ALUMINUM 10' X 12'	\$ 281	\$ 841	\$ 2,420
942	9310	TRENCH BOX ALUMINUM 8' X 16'	\$ 378	\$ 913	\$ 2,636
942	9315	TRENCH BOX ALUMINUM 8' X 6'	\$ 205	\$ 524	\$ 1,308
942	9435	PANEL SHIELD ALUMINUM 6' X 16'	\$ 370	\$ 913	\$ 2,274
943	4133	TRENCH SHIELD SHEETING GUIDE 16'	\$ 208	\$ 578	\$ 1,680
943	4134	TRENCH SHIELD SHEETING GUIDE 20'	\$ 408	\$ 1,009	\$ 2,523
943	4138	TRENCH SHIELD SHEETING CORNER 6'	\$ 97	\$ 281	\$ 820
944	9801	EXIT GRID RAMP	\$ 42	\$ 99	\$ 287
944	9820	ROAD PLATE 4' X 16'	\$ 56	\$ 138	\$ 342
944	9825	ROAD PLATE 4' X 20'	\$ 69	\$ 167	\$ 417
944	9840	ROAD PLATE 8' X 15'	\$ 96	\$ 221	\$ 532
944	9891	GROUND RELEASE SHACKLE	\$ 24	\$ 70	\$ 211
944	9892	LIFTING TOOL CROSSING PLATE	\$ 9	\$ 25	\$ 62
944	9893	LIFTING DEVICE	\$ 5	\$ 19	\$ 94
944	9894	LIFTING RING SWIVEL 1.25"	\$ 6	\$ 22	\$ 64
944	9895	CROSSING PLATE LIFT SCREW 1.25"	\$ 8	\$ 19	\$ 56
944	9897	PLATE LIFTING RING STANDARD	\$ 5	\$ 19	\$ 55
944	9909	ROAD PLATE 4' X 12'	\$ 52	\$ 130	\$ 386
944	9914	ROAD PLATE 4' X 8'	\$ 45	\$ 119	\$ 287
944	9917	ROAD PLATE 4' X 10'	\$ 45	\$ 121	\$ 293
944	9920	ROAD PLATE 5' X 8'	\$ 54	\$ 152	\$ 382
944	9921	TREAD CLEANING PLATE 8' X 12'	\$ 53	\$ 123	\$ 357
944	9924	ROAD PLATE 5' X 10'	\$ 56	\$ 162	\$ 395
944	9926	ROAD PLATE 5' X 12'	\$ 65	\$ 163	\$ 403
944	9928	ROAD PLATE 6' X 8'	\$ 64	\$ 162	\$ 411
944	9930	ROAD PLATE 6' X 10'	\$ 69	\$ 170	\$ 424
944	9932	ROAD PLATE 6' X 12'	\$ 69	\$ 172	\$ 429
944	9935	ROAD PLATE 6' X 16'	\$ 97	\$ 267	\$ 748
944	9937	ROAD PLATE 8' X 16' X 1 1/2"	\$ 97	\$ 267	\$ 748
944	9940	ROAD PLATE 8' X 8'	\$ 77	\$ 177	\$ 432
944	9941	ROAD PLATE 8' X 14'	\$ 72	\$ 183	\$ 456
944	9942	ROAD PLATE 8' X 10'	\$ 82	\$ 183	\$ 508
944	9943	ROAD PLATE 8' X 12'	\$ 84	\$ 198	\$ 515
944	9944	ROAD PLATE 8' X 16'	\$ 89	\$ 217	\$ 543
944	9945	ROAD PLATE 8' X 15' X 1"	\$ 89	\$ 217	\$ 543
944	9946	ROAD PLATE 8' X 20'	\$ 95	\$ 232	\$ 578
944	9956	TREAD CLEANING PLATE 8' X 10'	\$ 124	\$ 247	\$ 492
944	9958	ROAD PLATE 6' X 20'	\$ 97	\$ 267	\$ 748
944	9961	MANHOLE VACUUM TEST PUMP	\$ 92	\$ 219	\$ 764
944	9965	MANHOLE VACUUM TEST COVER 24"-30"	\$ 81	\$ 237	\$ 706

975	1360	WELDER ARC 350 AMP GAS/DIESEL PORTABLE	\$ 184	\$ 464	\$ 704
975	1399	WELDER ARC 400 AMP DIESEL DUAL OPERATOR	\$ 168	\$ 381	\$ 821
975	1400	WELDER ARC 400 AMP DIESEL	\$ 124	\$ 295	\$ 720
975	1450	WELDER ARC 450 AMP INVERTER	\$ 111	\$ 248	\$ 582
975	1500	WELDER ARC 500 AMP GAS/DIESEL	\$ 139	\$ 321	\$ 792
975	2017	WELDER LEAD 2/0 10' STINGER	\$ 13	\$ 36	\$ 67
975	2018	WELDER LEAD 2/0 10' GROUND	\$ 11	\$ 34	\$ 64
975	2050	WELDER LEAD 50' STINGER AND GROUND	\$ 26	\$ 33	\$ 59
975	2205	WELDER LEAD 50' EXTRA	\$ 22	\$ 43	\$ 82
975	2210	WELDER LEAD 100' EXTRA	\$ 16	\$ 36	\$ 87
975	2525	PLUG CANNON 60 AMP MALE	\$ 16	\$ 39	\$ 94
975	4560	KIT: 350AMP CC/CV INVERTER 4-PACK	\$ 248	\$ 552	\$ 1,315
975	5000	MIG WELDER WITH CONTROLS	\$ 88	\$ 205	\$ 487
975	7525	CUTTER PLASMA 7/8" CAPACITY	\$ 181	\$ 405	\$ 963
975	7530	CUTTER PLASMA 1" CAPACITY	\$ 341	\$ 757	\$ 1,805

Purple Highlighted DOES NOT include service and will require adding cost to class 75-2075
Green Highlighted would require 75-2075 for 1X Week / 4X Month Service
Blue Highlighted would require 75-2075 for 1X Week / 4X Month Service
Orange Highlighted would require 75-2075 for 1X Week / 4X Month Service

Modular Fence rentals will include consumable retail sales items to be quoted at the time of rental based on the quantities of the order.

****Standard Delivery during normal working hours****
Delivery/Pickup Charges = \$160.69 flat charge (each way) then \$4.19 per mile

****After Hours, Weekends, and Holidays****
An additional call out fee may be incurred, and will be communicated at the time of request. Please refer to pricing table under Service/Labor for hourly rates that would be applicable to support the call out charges.

****Third Party Hauling Charges****
In a situation where both parties mutually agree to utilize a third party hauler, a quote (cost + 10%) will be provided to the end user that would replace standard United Rentals Delivery and Pickup rates.

****Oversize/Permitted Loads****
All applicable fees will be communicated at time of service.

****Over Time Charges****
Rental Rates above are based on normal usage so run time in excess of single shift rates will incur overtime charges based on actual usage of the equipment.

****Truck Rental Allowance (US)****
Rental rates for all vehicles with an odometer (categories 950 - 956) are based on a 2000 mile per 28 day monthly billing cycle and a \$0.22 Per Mile charge shall be assessed when monthly miles exceed the 2,000 miles allowance. Minimum \$250 charge for excess cleaning, or to remove odor, smoke or vapor if required. Fee will be assessed if vehicle is not returned to originating location. Additional charges may also apply for the costs incurred by customers during the rental including vehicle recovery, tolls, parking and traffic violations. Please see the rental agreement for further information and detail.

****Rental Equipment Fuel Service****
A refueling service charge will be applied to all equipment returned less than full. The exact cost of the refueling service may vary depending on the rate being charged by the branch location on the date customer returns the equipment.

****Truck Rental Allowance (US)****

Rental rates for all vehicles with an odometer (categories 950 - 956) are based on a 2000 mile per 28 day monthly billing cycle and a \$0.22 Per Mile charge shall be assessed when monthly miles exceed the 2,000 miles allowance. Minimum \$250 charge for excess cleaning, or to remove odor, smoke or vapor if required. Fee will be assessed if vehicle is not returned to originating location. Additional charges may also apply for the costs incurred by customers during the rental including vehicle recovery, tolls, parking and traffic violations. Please see the rental agreement for further information and detail.

****Rental Equipment Fuel Service****

A refueling service charge will be applied to all equipment returned less than full. The exact cost of the refueling service may vary depending on the rate being charged by the branch location on the date customer returns the equipment.

Safety Training

Catalog Item name	Rentalman Item #	Learning Settings	Duration	Expiration	UAU Pricing (USD)	Member Price (10% off list price)
Hazard Communication Requirements	AIC_015_EL_EN	Online	45 - 60 minutes	no expiration	\$29	\$26
Defensive Driving Procedures	AIC_019_EL_EN	Online	45 - 60 minutes	no expiration	\$29	\$26
Hazardous Waste Management Requirements	AIC_057_EL_EN	Online	60 - 90 minutes	no expiration	\$35	\$32
Transportation Requirements for Shippers	AIC_062_EL_EN	Online	60 - 90 minutes	no expiration	\$35	\$32
Winter Driving Procedures	AIC_068_EL_EN	Online	45 - 60 minutes	no expiration	\$29	\$26
Job Safety Analysis Procedures	AIC_083_EL_EN	Online	45 - 60 minutes	no expiration	\$29	\$26
Job Safety Analysis Procedures for Supervisors	AIC_084_EL_EN	Online	45 - 60 minutes	no expiration	\$29	\$26
Hydrogen Sulfide Control Procedures	AIC_092_EL_EN	Online	60 - 90 minutes	no expiration	\$35	\$32
Transportation Security Requirements	AIC_510_EL_EN	Online	60 - 90 minutes	no expiration	\$35	\$32
HAZWOPER Emergency Response Spill Control	AIC_EMGCY_EL_EN	Online	45 - 60 minutes	no expiration	\$29	\$26
Hazard Communication Awareness (HazCom) (Spanish)	CS_003_EL_ES	Online	25 minutes	no expiration	\$30	\$27
Hazard Communication for Supervisors & Managers	CS_004_EL_EN	Online	60 - 75 minutes	no expiration	\$55	\$50
Respirable Crystalline Silica In Construction for the Exposed Worker	CS_006_EL_EN	Online	60 minutes	no expiration	\$50	\$45
HAZWOPER 40	CS_009_EL_EN	Online	40 hours	no expiration	\$300	\$270
Ammonia Awareness for General Industry	CS_015_EL_EN	Online	20 minutes	no expiration	\$30	\$27
Health and Safety Leadership for Supervisors and Managers for Construction	CS_026_EL_EN	Online	4 hours	no expiration	\$50	\$45
HAZWOPER 24	CS_031_EL_EN	Online	24 hours	no expiration	\$180	\$162
CAL OSHA 10 Hour Construction eLearning	CS_CALOSHA10_EL_EN	Online	10 hours over 2 days	no expiration	\$89	\$80
HAZWOPER 8-hours Refresher 2023	CS_HZWPRF2023_EL_EN	Online	8 hours	1 year	\$70	\$63
MSHA 4 Hour New Miner Training, Part 1 (Site Entry)	CS_MSHA4_EL_EN	Online	4 hours	1 year	\$95	\$86
MSHA 4-Hour New Miner Training, Part 2 (General Safety and Health)	CS_MSHAPART2_EL_EN	Online	4 hours	no expiration	\$95	\$86
MSHA Part 46 2023 Refresher - 8-Hours	CS_MSHARF2023_EL_EN	Online	8 hours	1 year	\$160	\$144
OSHA 10 Hour Construction eLearning	CS_OSHA10_EL_EN	Online	10 hours over 2 days	no expiration	\$89	\$80
OSHA 10 Hour Construction eLearning (Spanish)	CS_OSHA10_EL_ES	Online	10 hours over 2 days	no expiration	\$89	\$80
OSHA 10-Hour General Industry	CS_OSHA10GI_EL_EN	Online	10 hours over 2 days	no expiration	\$79	\$71
OSHA 30 Hour Construction eLearning	CS_OSHA30_EL_EN	Online	30 hours	no expiration	\$189	\$170
OSHA 30 Hour Construction eLearning (Spanish)	CS_OSHA30_EL_ES	Online	30 hours	no expiration	\$189	\$170
Safety Trained Supervisor Construction® (STSC) Certification Exam Preparation	CS_STSC_EL_EN	Online	3 hours	no expiration	\$75	\$68
Electrical Worker (ESTS) 2021 - Canada, Arc Flash & Shock - English 2021	ESTS_C21_eL_EN	Online	5.5 hours	3 years	\$109	\$98
Electrical Worker (ESTS) 2021 - Canada, Arc Flash & Shock (French)	ESTS_C21_EL_FR	Online	6 hours	3 years	\$109	\$98
Electrical Safety Training System (ESTS) for Non-Electrical Workers Canada and USA 2021	ESTS_NON21_EL_EN	Online	90 minutes	3 years	\$49	\$44
Electrical Safety Training System (ESTS) for Non-Electrical Workers Canada and USA 2021 (French)	ESTS_NON21_EL_FR	Online	90 minutes	3 years	\$49	\$44
Electrical Safety Training System (ESTS) USA 2021	ESTS_US21_EL_EN	Online	6 hours	3 years	\$109	\$98
Cargo Securement	GR_518_EL_EN	Online	45 minutes	no expiration	\$35	\$32
Cargo Securement (French)	GR_518_EL_FR	Online	45 minutes	no expiration	\$35	\$32
Aerial Boomlift & Scissor Lift Operator Certification	GR_AWP_ILT_EN	Classroom	4 hours + practical evaluation	3 years	\$299	\$269
Aerial Boomlift & Scissor Lift Operator Certification (Spanish)	GR_AWP_ILT_ES	Classroom	4 hours + practical evaluation	3 years	\$299	\$269
Aerial Boomlift & Scissor Lift Operator Certification (French)	GR_AWP_ILT_FR	Classroom	4 hours + practical evaluation	3 years	\$299	\$269
Aerial Boomlift 3b & Scissor Lift 3a Operator Certification - Virtual	GR_AWP_VC_EN	Virtual Classroom	4 hours + practical evaluation	3 Years	\$299	\$269
Aerial Boomlift 3b & Scissor Lift 3a Operator Certification - Virtual (Spanish)	GR_AWP_VC_ES	Virtual Classroom	4 hours + practical evaluation	3 years	\$299	\$269
Aerial Boomlift 3b & Scissor Lift 3a Operator Certification - Virtual (French)	GR_AWP_VC_FR	Virtual Classroom	4 hours + practical evaluation	3 years	\$299	\$269
1a Push Around Vertical, 3a Aerial Scissor Lift & 3b Boomlift Operator	GR_AWPPAV_ILT_EN	Classroom	4 hours + practical evaluation	3 years	\$359	\$323

1a Push Around Vertical, 3a Aerial Scissor Lift & 3b Boomlift Operator - Virtual	GR_AWPPAV_VC_EN	Virtual Classroom	4 hours + practical evaluation	3 years	\$359	\$923
1a Push Around Vertical Operator, Aerial Boomlift 3b & Scissor Lift 3a Operator Recertification	GR_AWPPAVRECERT_ILT_EN	Classroom	4 hours + practical evaluation	3 years	\$259	\$233
Aerial Boomlift & Scissor Lift Operator Recertification	GR_AWPRECERT_ILT_EN	Classroom	2 hours + practical evaluation	3 years	\$199	\$179
Aerial Boomlift & Scissor Lift Operator Recertification (Spanish)	GR_AWPRECERT_ILT_ES	Classroom	2 hours + practical evaluation	3 years	\$199	\$179
Aerial Boomlift & Scissor Lift Operator Recertification (French)	GR_AWPRECERT_ILT_FR	Classroom	2 hours + practical evaluation	3 years	\$199	\$179
Aerial Boomlift & Scissor Lift Operator Recertification - Virtual	GR_AWPRECERT_VC_EN	Virtual Classroom	2 hours + practical evaluation	3 years	\$199	\$179
Backhoe Loader Operator Certification	GR_BHL_ILT_EN	Classroom	8 hours	5 years	\$239	\$215
Backhoe Loader Operator Certification - Virtual	GR_BHL_VC_EN	Virtual Classroom	5 hours + practical evaluation	5 years	\$239	\$215
Aerial Boomlift 3b Operator Certification	GR_BOOM_ILT_EN	Classroom	3.5 hours + practical evaluation	3 years	\$199	\$179
Aerial Boomlift 3b Operator Certification (Spanish)	GR_BOOM_ILT_ES	Classroom	3.5 hours + practical evaluation	3 years	\$199	\$179
Aerial Boomlift 3b Operator Certification (French)	GR_BOOM_ILT_FR	Classroom	3.5 hours + practical evaluation	3 years	\$199	\$179
Aerial Boomlift 3b Operator Certification - Virtual	GR_BOOM_VC_EN	Virtual Classroom	3.5 hours + practical evaluation	3 years	\$199	\$179
Aerial Boomlift 3b Operator Certification - Virtual (French)	GR_BOOM_VC_FR	Virtual Classroom	4 hours + practical evaluation	3 years	\$199	\$179
Aerial Boomlift Operator Recertification	GR_BOOMRECERT_ILT_EN	Classroom	1.5 hours + practical evaluation	3 years	\$149	\$134
Aerial Boomlift Operator Recertification (Spanish)	GR_BOOMRECERT_ILT_ES	Classroom	1.5 hours + practical evaluation	3 years	\$149	\$134
Aerial Boomlift Operator Recertification (French)	GR_BOOMRECERT_ILT_FR	Classroom	1.5 hours + practical evaluation	3 years	\$149	\$134
Bucket Truck Operator Certification	GR_BUCKET_ILT_EN	Classroom	8 hours	5 years	\$199	\$179
Bucket Truck Operator Certification - Virtual	GR_BUCKET_VC_EN	Virtual Classroom	4 hours + practical evaluation	5 years	\$199	\$179
Counterbalance Forklift Operator Certification	GR_CB_ILT_EN	Classroom	3 hours + practical evaluation	3 years	\$199	\$179
Counterbalance Forklift Operator Certification (Spanish)	GR_CB_ILT_ES	Classroom	3 hours + practical evaluation	3 years	\$199	\$179
Counterbalance Forklift Operator Certification (French)	GR_CB_ILT_FR	Classroom	3 hours + practical evaluation	3 years	\$199	\$179
Counterbalance Forklift Operator Certification - Virtual	GR_CB_VC_EN	Virtual Classroom	4 hours + practical evaluation	3 years	\$199	\$179
Counterbalance Forklift Operator Certification - Virtual (French)	GR_CB_VC_FR	Virtual Classroom	4 hours + practical evaluation	3 years	\$199	\$179
Counterbalance Forklift Operator Recertification	GR_CBRECERT_ILT_EN	Classroom	1.5 hours + practical evaluation	3 years	\$149	\$134
Counterbalance Forklift Operator Recertification (Spanish)	GR_CBRECERT_ILT_ES	Classroom	1.5 hours + practical evaluation	3 years	\$149	\$134
Counterbalance Forklift Operator Recertification (French)	GR_CBRECERT_ILT_FR	Classroom	1.5 hours + practical evaluation	3 years	\$149	\$134
Counterbalance & Rough Terrain Forklifts Operator Certification	GR_CBRT_ILT_EN	Classroom	4 hours + practical evaluation	3 years	\$299	\$269
Counterbalance & Rough Terrain Forklifts Operator Certification (Spanish)	GR_CBRT_ILT_ES	Classroom	4 hours + practical evaluation	3 years	\$299	\$269
Counterbalance & Rough Terrain Forklifts Operator Certification (French)	GR_CBRT_ILT_FR	Classroom	4 hours + practical evaluation	3 years	\$299	\$269
Counterbalance & Rough Terrain Forklifts Operator Certification - Virtual	GR_CBRT_VC_EN	Virtual Classroom	4.5 hours + practical evaluation	3 years	\$299	\$269
Counterbalance & Rough Terrain Forklifts Operator Certification - Virtual (French)	GR_CBRT_VC_FR	Virtual Classroom	4.5 hours + practical evaluation	3 years	\$299	\$269
Counterbalance & Rough Terrain Forklifts Operator Recertification	GR_CBRTRECERT_ILT_EN	Classroom	2 hours + practical evaluation	3 years	\$199	\$179
Counterbalance & Rough Terrain Forklift Operator Recertification Combination (Spanish)	GR_CBRTRECERT_ILT_ES	Classroom	2 hours + practical evaluation	3 years	\$199	\$179
Counterbalance & Rough Terrain Forklifts Operator Recertification (French)	GR_CBRTRECERT_ILT_FR	Classroom	2 hours + practical evaluation	3 years	\$199	\$179
Counterbalance & Rough Terrain Forklifts Operator Recertification - Virtual	GR_CBRTRECERT_VC_EN	Virtual Classroom	2 hours + practical evaluation	3 years	\$199	\$179
Core 4 ^o Operator Certification	GR_CORE4_ILT_EN	Classroom	2 days	3 years	\$589	\$530
Core 4 ^o Operator Certification (Spanish)	GR_CORE4_ILT_ES	Classroom	2 days	3 years	\$589	\$530
Core 4 ^o Operator Certification (French)	GR_CORE4_ILT_FR	Classroom	2 days	3 years	\$589	\$530
Core 4 ^o Operator Certification - Virtual	GR_CORE4_VC_EN	Virtual Classroom	2 days	3 years	\$589	\$530
Core 4 ^o Operator Certification - Virtual (Spanish)	GR_CORE4_VC_ES	Virtual Classroom	2 days	3 years	\$589	\$530
Core 4 ^o Operator Certification - Virtual (French)	GR_CORE4_VC_FR	Virtual Classroom	2 days	3 years	\$589	\$530
Certified Trainer - Backhoe Loader	GR_CTBH_ILT_EN	Classroom	3 days	5 years	\$1,499	\$1,349
Certified Trainer - Dirt Equipment Group	GR_CTDIRT_ILT_EN	Classroom	4 days	5 years	\$2,399	\$2,159
Certified Trainer - Dirt Equipment Group - Virtual	GR_CTDIRT_VC_EN	Virtual Classroom	4 days	5 years	\$2,399	\$2,159
Certified Trainer - Front End Loader	GR_CTFEL_ILT_EN	Classroom	3 days	5 years	\$1,499	\$1,349
Excavator Operator Certification	GR_EX_ILT_EN	Classroom	3 hours + practical evaluation	5 years	\$239	\$215

Excavator Operator Certification (Spanish)	GR_EX_ILT_ES	Classroom	3 hours + practical evaluation	5 years	\$239	\$215
Excavator Operator Certification - Virtual	GR_EX_VC_EN	Virtual Classroom	3 hours + practical evaluation	5 years	\$239	\$215
Front End Loader Operator Certification	GR_FE_ILT_EN	Classroom	4 hours + practical evaluation	5 years	\$239	\$215
Front End Loader Operator Certification (Spanish)	GR_FE_ILT_ES	Classroom	3 hours + practical evaluation	5 years	\$239	\$215
Front End Loader Operator Certification - Virtual	GR_FE_VC_EN	Virtual Classroom	3 hours + practical evaluation	5 years	\$239	\$215
Fall Protection Authorized Standard – Full Day - USA	GR_FP_DAY_US_ILT_EN	Classroom	8 hours	2 years	\$199	\$179
Fall Protection Authorized Standard – Full Day - USA (Spanish)	GR_FP_DAY_US_ILT_ES	Classroom	8 hours	2 years	\$199	\$179
Fall Protection Basic - Half Day - USA	GR_FP_HALF_US_ILT_EN	Classroom	4 hours	2 years	\$149	\$134
Fall Protection Basic - Half Day - USA (Spanish)	GR_FP_HALF_US_ILT_ES	Classroom	4 hours	2 years	\$149	\$134
Fall Protection Awareness for Construction & General Industries – USA	GR_FPAWARECSTGI_US_EL_EN	Online	4 hours	no expiration	\$99	\$89
Fall Protection Awareness for Equipment Operators – USA	GR_FPAWAREEO_US_EL_EN	Online	90 minutes	no expiration	\$49	\$44
Backhoe Loader Operator Certification (Spanish)	GR_LB_ILT_ES	Classroom	3.5 hours + practical evaluation	5 years	\$239	\$215
Magni Telescopic Handler Orientation	GR_MAGTELEHANDLER_EL_EN	Online	45 minutes	3 years	\$29	\$26
Narrow Aisle Forklift Operator Certification	GR_NA_ILT_EN	Classroom	3 hours + practical evaluation	3 years	\$199	\$179
Narrow Aisle Forklift Operator Certification (French)	GR_NA_ILT_FR	Classroom	3 hours + practical evaluation	3 years	\$199	\$179
Narrow Aisle Forklift Operator Certification - Virtual	GR_NA_VC_EN	Virtual Classroom	3 hours + practical evaluation	3 years	\$199	\$179
Narrow Aisle Forklift Operator Recertification	GR_NARECERT_ILT_EN	Classroom	4 hours + practical evaluation	3 years	\$149	\$134
Narrow Aisle Forklift Operator Recertification - Virtual	GR_NARECERT_VC_EN	Virtual Classroom	4 hours + practical evaluation	3 years	\$149	\$134
1b Narrow Tracked Boom Lift Operator Certification	GR_NARRBOOM_ILT_EN	Classroom	4 hours + practical evaluation	3 years	\$199	\$179
OSHA 10-Hour	GR_OSHA10_ILT_EN	Classroom	10 hours over 2 days	5 years	\$279	\$251
OSHA 10-Hour (Spanish)	GR_OSHA10_ILT_ES	Classroom	10 hours over 2 days	5 years	\$279	\$251
OSHA 10-Hour - Virtual	GR_OSHA10_VC_EN	Virtual Classroom	10 hours over 2 days	5 years	\$279	\$251
OSHA 10-Hour - Virtual (Spanish)	GR_OSHA10_VC_ES	Virtual Classroom	10 hours over 2 days	5 years	\$279	\$251
OSHA 30-Hour - Virtual	GR_OSHA30_VC_EN	Virtual Classroom	30 hours over 4 days	5 years	\$535	\$482
OSHA 30-Hour - Virtual (Spanish)	GR_OSHA30_VC_ES	Virtual Classroom	30 hours over 4 days	5 years	\$535	\$482
1a Push Around Vertical Aerial Lift Operator Certification	GR_PAV_ILT_EN	Classroom	4 hours + practical evaluation	3 years	\$199	\$179
1a Push Around Vertical Aerial Lift Operator Recertification	GR_PAVRECERT_ILT_EN	Classroom	2.5 hours + practical evaluation	3 years	\$149	\$134
Powered Pallet Jack Operator Certification	GR_PPJACK_ILT_EN	Classroom	2.5 hours + practical evaluation	3 years	\$199	\$179
Powered Pallet Jack Operator Certification - Virtual	GR_PPJACK_VC_EN	Virtual Classroom	4 hours + practical evaluation	3 years	\$199	\$179
Powered Pallet Jack Operator Recertification	GR_PPJR_ILT_EN	Classroom	1.5 hours + practical evaluation	3 years	\$149	\$134
Powered Pallet Jack Operator Recertification - Virtual	GR_PPJR_VC_EN	Virtual Classroom	1.5 hours + practical evaluation	3 years	\$149	\$134
Rough Terrain Forklift Operator Certification	GR_RT_ILT_EN	Classroom	3.5 hours + practical evaluation	3 years	\$199	\$179
Rough Terrain Forklift Operator Certification (Spanish)	GR_RT_ILT_ES	Classroom	3.5 hours + practical evaluation	3 years	\$199	\$179
Rough Terrain Forklift Operator Certification (French)	GR_RT_ILT_FR	Classroom	3.5 hours + practical evaluation	3 years	\$199	\$179
Rough Terrain Forklift Operator Certification – Virtual	GR_RT_VC_EN	Virtual Classroom	4 hours + practical evaluation	3 years	\$199	\$179
Rough Terrain Forklift Operator Certification – Virtual (Spanish)	GR_RT_VC_ES	Virtual Classroom	4 hours + practical evaluation	3 years	\$199	\$179
Rough Terrain Forklift Operator Certification – Virtual (French)	GR_RT_VC_FR	Virtual Classroom	4 hours + practical evaluation	3 years	\$199	\$179
Rough Terrain Forklift Operator Recertification	GR_RTRECERT_ILT_EN	Classroom	1.5 hours + practical evaluation	3 years	\$149	\$134
Rough Terrain Forklift Operator Recertification (Spanish)	GR_RTRECERT_ILT_ES	Classroom	1.5 hours + practical evaluation	3 years	\$149	\$134
Rough Terrain Forklift Operator Recertification (French)	GR_RTRECERT_ILT_FR	Classroom	1.5 hours + practical evaluation	3 years	\$149	\$134
Rough Terrain Forklift Operator Recertification - Virtual	GR_RTRECERT_VC_EN	Virtual Classroom	1.5 hours + practical evaluation	3 years	\$149	\$134
Scissor Lift Operator Certification - Virtual	GR_SCISSOR_VC_EN	Virtual Classroom	4 hours + practical evaluation	3 years	\$199	\$179
Scissor Lift Operator Certification - Virtual (French)	GR_SCISSOR_VC_FR	Virtual Classroom	4 hours + practical evaluation	3 years	\$199	\$179
Scissor Lift Operator Certification	GR_SL_ILT_EN	Classroom	3 hours + practical evaluation	3 years	\$199	\$179
Scissor Lift Operator Certification (Spanish)	GR_SL_ILT_ES	Classroom	3 hours + practical evaluation	3 years	\$199	\$179
Scissor Lift Operator Certification (French)	GR_SL_ILT_FR	Classroom	3 hours + practical evaluation	3 years	\$199	\$179
1a Push Around Vertical & 3a Aerial Scissor Lift Operator Certification	GR_SLPV_ILT_EN	Classroom	4 hours + practical evaluation	3 years	\$299	\$269
1a Push Around Vertical & 3a Aerial Scissor Lift Operator Recertification	GR_SLPVRECERT_ILT_EN	Classroom	4 hours + practical evaluation	3 years	\$199	\$179
Scissor Lift Operator Recertification	GR_SLRECERT_ILT_EN	Classroom	1.5 hours + practical evaluation	3 years	\$149	\$134
Scissor Lift Operator Recertification (Spanish)	GR_SLRECERT_ILT_ES	Classroom	1.5 hours + practical evaluation	3 years	\$149	\$134

Scissor Lift Operator Recertification (French)	GR_SLRECERT_ILT_FR	Classroom	1.5 hours + practical evaluation	3 years	\$149	\$134
Skid Steer Loader Operator Certification	GR_SS_ILT_EN	Classroom	3 hours + practical evaluation	5 years	\$239	\$215
Skid Steer Loader Operator Certification (Spanish)	GR_SS_ILT_ES	Classroom	3 hours + practical evaluation	5 years	\$239	\$215
Skid Steer Loader Operator Certification (French)	GR_SS_ILT_FR	Classroom	3 hours + practical evaluation	5 years	\$239	\$215
Skid Steer Loader Operator Certification - Virtual	GR_SS_VC_EN	Virtual Classroom	3 hours + practical evaluation	5 years	\$239	\$215
United Academy Authorized Trainer - Boomlift	GR_TTT_UAAI_BOOM_ILT_EN	Classroom	3 days	3 years	\$1,499	\$1,349
United Academy Authorized Trainer - Boomlift - Virtual	GR_TTT_UAAI_BOOM_VC_EN	Classroom	3 days	3 years	\$1,499	\$1,349
United Academy Authorized Trainer - Core 4®	GR_TTT_UAAI_CORE4_ILT_EN	Classroom	4 days	3 years	\$2,399	\$2,159
United Academy Authorized Trainer - Core 4® - Virtual	GR_TTT_UAAI_CORE4_VC_EN	Virtual Classroom	4 days	3 years	\$2,399	\$2,159
United Academy Authorized Trainer - Excavator	GR_TTT_UAAI_EXCAVATOR_ILT_EN	Classroom	3 days	5 years	\$1,499	\$1,349
United Academy Authorized Trainer - Excavator - Virtual	GR_TTT_UAAI_EXCAVATOR_VC_EN	Virtual Classroom	3 days	5 years	\$1,499	\$1,349
United Academy Authorized Trainer - Counterbalance Forklift	GR_TTT_UAAI_FORK_CB_ILT_EN	Classroom	3 days	3 years	\$1,499	\$1,349
United Academy Authorized Trainer - Counterbalance Forklift - Virtual	GR_TTT_UAAI_FORK_CB_VC_EN	Virtual Classroom	3 days	3 years	\$1,499	\$1,349
United Academy Authorized Trainer - Rough Terrain & Counterbalance Forklift	GR_TTT_UAAI_FORK_COMBO_ILT_EN	Classroom	3 days	3 years	\$1,799	\$1,619
United Academy Authorized Trainer - Rough Terrain & Counterbalance Forklift - Virtual	GR_TTT_UAAI_FORK_COMBO_VC_EN	Virtual Classroom	3 days	3 years	\$1,799	\$1,619
United Academy Authorized Trainer - Rough Terrain Forklift	GR_TTT_UAAI_FORK_RT_ILT_EN	Classroom	3 days	3 years	\$1,499	\$1,349
United Academy Authorized Trainer - Rough Terrain Forklift - Virtual	GR_TTT_UAAI_FORK_RT_VC_EN	Virtual Classroom	3 days	3 years	\$1,499	\$1,349
United Academy Authorized Trainer - Boom & Scissor	GR_TTT_UAAI_MEWP_COMBO_ILT_EN	Classroom	3 days	3 years	\$1,799	\$1,619
United Academy Authorized Trainer - Boom & Scissor - Virtual	GR_TTT_UAAI_MEWP_COMBO_VC_EN	Virtual Classroom	3 days	3 years	\$1,799	\$1,619
United Academy Authorized Trainer - Power Pallet Jack	GR_TTT_UAAI_PPJACK_ILT_EN	Classroom	3 days	3 years	\$1,499	\$1,349
United Academy Authorized Trainer - Power Pallet Jack - Virtual	GR_TTT_UAAI_PPJACK_VC_EN	Virtual Classroom	3 days	3 years	\$1,499	\$1,349
United Academy Authorized Trainer Recertification	GR_TTT_UAAI_RECERT_VC_EN	Virtual Classroom	8 hours	3 years	\$649	\$584
United Academy Authorized Trainer - Scissor	GR_TTT_UAAI_SCISSOR_ILT_EN	Classroom	3 days	3 years	\$1,499	\$1,349
United Academy Authorized Trainer - Scissor - Virtual	GR_TTT_UAAI_SCISSOR_VC_EN	Virtual Classroom	3 days	3 years	\$1,499	\$1,349
United Academy Authorized Trainer - Skid Steer	GR_TTT_UAAI_SKIDSTEER_ILT_EN	Classroom	3 days	3 years	\$1,499	\$1,349
United Academy Authorized Trainer - Skid Steer - Virtual	GR_TTT_UAAI_SKIDSTEER_VC_EN	Virtual Classroom	3 days	3 years	\$1,499	\$1,349
United Academy Authorized Trainer - Warehouse Forklift	GR_TTT_UAAI_WHFORK_ILT_EN	Classroom	3 days	3 years	\$1,799	\$1,619
United Academy Authorized Trainer - Warehouse Forklift - Virtual	GR_TTT_UAAI_WHFORK_VC_EN	Virtual Classroom	3 days	3 years	\$1,799	\$1,619
Utility Vehicle Operator Certification	GR_UV_ILT_EN	Classroom	3 hours + practical evaluation	5 years	\$149	\$134
Utility Vehicle Operator Certification (Spanish)	GR_UV_ILT_ES	Classroom	3 hours + practical evaluation	5 years	\$149	\$134
Warehouse Forklift Operator Certification	GR_WAREHOUSE_ILT_EN	Classroom	4 hours + practical evaluation	3 years	\$249	\$224
Warehouse Forklift Operator Certification - Virtual	GR_WAREHOUSE_VC_EN	Virtual Classroom	4 hours + practical evaluation	3 years	\$249	\$224
Warehouse Forklift Operator Recertification	GR_WAREHOUSERECERT_ILT_EN	Classroom	4 hours + practical evaluation	3 years	\$199	\$179
Warehouse Forklift Operator Recertification - Virtual	GR_WAREHOUSERECERT_VC_EN	Virtual Classroom	4 hours + practical evaluation	3 years	\$199	\$179
Transportation of Dangerous Goods	ICOM_TDG_EL_EN	Online	60 minutes	3 years	\$35	\$32
Transportation of Dangerous Goods (French)	ICOM_TDG_EL_FR	Online	60 minutes	3 years	\$35	\$32
WHMIS	ICOM_WHMIS_EL_EN	Online	30 minutes	3 years	\$35	\$32
WHMIS / SIMDUT (French)	ICOM_WHMIS_EL_FR	Online	30 minutes	3 years	\$35	\$32
MEWPS for Managers - USA - eLearning	IPAF_MEWP4MGR_EL_EN	Online	4 hours	3 years	\$99	\$89
Fundamentals of Slings and Rigging Equipment	ITI_100_EL_EN	Online	4 hours	no expiration	\$95	\$86
Signaling for Mobile & Overhead Cranes	ITI_101_EL_EN	Online	4 hours	no expiration	\$95	\$86
Basic Rigging & Inspection Online	ITI_102_EL_EN	Online	8 hours	no expiration	\$145	\$131
Advanced Rigging	ITI_103_EL_EN	Online	14.5 hours	no expiration	\$145	\$131
Basic Entertainment Rigging	ITI_104_EL_EN	Online	7 hours	no expiration	\$145	\$131
Asbestos Awareness for General Industry	SH_001_EL_EN	Online	45 minutes	no expiration	\$29	\$26
Basic First Aid	SH_002_EL_EN	Online	20 minutes	no expiration	\$25	\$23
Basic First Aid (Spanish)	SH_002_EL_ES	Online	20 minutes	no expiration	\$25	\$23
Construction New Hire Safety Orientation	SH_003_EL_EN	Online	60 minutes	no expiration	\$35	\$32

Construction New Hire Safety Orientation (Spanish)	SH_003_EL_ES	Online	60 minutes	no expiration	\$35	\$32
Demolition Safety	SH_004_EL_EN	Online	25 minutes	no expiration	\$25	\$23
Electrical Safety: General Awareness	SH_005_EL_EN	Online	25 minutes	no expiration	\$25	\$23
Emergency Action Plan	SH_006_EL_EN	Online	20 minutes	no expiration	\$25	\$23
Eye Safety	SH_007_EL_EN	Online	15 minutes	no expiration	\$25	\$23
Fatigue Management	SH_009_EL_EN	Online	25 minutes	no expiration	\$25	\$23
Fire Prevention	SH_010_EL_EN	Online	20 minutes	no expiration	\$25	\$23
Fire Prevention (Spanish)	SH_010_EL_ES	Online	20 minutes	no expiration	\$25	\$23
Fire Resistant Clothing	SH_011_EL_EN	Online	15 minutes	no expiration	\$25	\$23
Fit for Duty: Employee	SH_012_EL_EN	Online	15 minutes	no expiration	\$25	\$23
Fit for Duty: Supervisor	SH_013_EL_EN	Online	20 minutes	no expiration	\$25	\$23
Diversity Awareness	SH_014_EL_EN	Online	20 minutes	no expiration	\$25	\$23
Hand Tools Safety	SH_015_EL_EN	Online	25 minutes	no expiration	\$25	\$23
Hazard and Risk Identification	SH_016_EL_EN	Online	15 minutes	no expiration	\$25	\$23
Hearing Protection and Conservation	SH_017_EL_EN	Online	20 minutes	no expiration	\$25	\$23
Hearing Protection and Conservation (Spanish)	SH_017_EL_ES	Online	20 minutes	no expiration	\$25	\$23
Heat Stress	SH_018_EL_EN	Online	25 minutes	no expiration	\$25	\$23
Heat Stress (Spanish)	SH_018_EL_ES	Online	25 minutes	no expiration	\$25	\$23
Ladder Safety	SH_019_EL_EN	Online	15 minutes	no expiration	\$25	\$23
Ladder Safety (Spanish)	SH_019_EL_ES	Online	15 minutes	no expiration	\$25	\$23
Lead Safety	SH_020_EL_EN	Online	30 minutes	no expiration	\$25	\$23
Lockout/Tagout	SH_021_EL_EN	Online	20 minutes	no expiration	\$25	\$23
Lockout/Tagout (Spanish)	SH_021_EL_ES	Online	20 minutes	no expiration	\$25	\$23
Permit-Required Confined Space: Attendant	SH_022_EL_EN	Online	30 minutes	no expiration	\$25	\$23
Personal Protective Equipment	SH_023_EL_EN	Online	30 minutes	no expiration	\$25	\$23
Personal Protective Equipment (Spanish)	SH_023_EL_ES	Online	30 minutes	no expiration	\$25	\$23
Power Tools Safety	SH_024_EL_EN	Online	15 minutes	no expiration	\$19	\$17
Respiratory Protection Awareness	SH_025_EL_EN	Online	30 minutes	no expiration	\$25	\$23
Signs, Signals, and Barricades	SH_026_EL_EN	Online	15 minutes	no expiration	\$19	\$17
Scaffolding Safety	SH_027_EL_EN	Online	45 minutes	no expiration	\$29	\$26
Silica Safety	SH_028_EL_EN	Online	30 minutes	no expiration	\$25	\$23
Silica Safety (Spanish)	SH_028_EL_ES	Online	30 minutes	no expiration	\$25	\$23
Hydrogen Sulfide Safety Awareness	SH_029_EL_EN	Online	10 minutes	no expiration	\$19	\$17
Hydrogen Sulfide Safety Awareness (Spanish)	SH_029_EL_ES	Online	10 minutes	no expiration	\$19	\$17
Slips, Trips, and Falls	SH_030_EL_EN	Online	30 minutes	no expiration	\$25	\$23
Slips, Trips, and Falls (Spanish)	SH_030_EL_ES	Online	30 minutes	no expiration	\$25	\$23
Spill Prevention, Control, and Countermeasures	SH_031_EL_EN	Online	30 minutes	no expiration	\$25	\$23
Welding Safety	SH_033_EL_EN	Online	45 minutes	no expiration	\$29	\$26
Welding Safety (Spanish)	SH_033_EL_ES	Online	45 minutes	no expiration	\$29	\$26
Work Zone Flagger Safety	SH_034_EL_EN	Online	45 minutes	no expiration	\$29	\$26
Bloodborne Pathogens Procedures	SH_035_EL_EN	Online	30 minutes	no expiration	\$29	\$26
Bloodborne Pathogens Procedures (Spanish)	SH_035_EL_ES	Online	30 minutes	no expiration	\$29	\$26
Compressed Gas Procedures	SH_036_EL_EN	Online	30 minutes	no expiration	\$29	\$26
Emergency Evacuation Procedures	SH_037_EL_EN	Online	30 minutes	no expiration	\$35	\$32
Emergency Plan and Evacuation Procedures	SH_038_EL_EN	Online	25 Minutes	no expiration	\$29	\$26
Hand and Finger Injury Prevention	SH_039_EL_EN	Online	15 Minutes	no expiration	\$25	\$23
Hazard Communications Awareness (HazCom)	SH_040_EL_EN	Online	45 Minutes	no expiration	\$55	\$50
Materials Handling and Storage Procedures	SH_041_EL_EN	Online	30 minutes	no expiration	\$29	\$26
Transportation Procedures for HAZMAT Transporters	SH_042_EL_EN	Online	30 minutes	no expiration	\$29	\$26
Workplace Violence Control Procedures	SH_043_EL_EN	Online	25 Minutes	no expiration	\$29	\$26

1b Boom Lift Operator Certification - Blended	SLI_1BBOOM_BL_EN	Blended	4 hours + practical evaluation	3 years	\$199	\$179
Aerial Boomlift & Scissor Lift Operator Certification - Blended	SLI_AWP_BL_EN	Blended	4.5 hours + practical evaluation	3 years	\$299	\$269
Aerial Boomlift & Scissor Lift Operator Certification - Blended (Spanish)	SLI_AWP_BL_ES	Blended	4.5 hours + practical evaluation	3 years	\$299	\$269
Aerial Boomlift & Scissor Lift Operator Certification - Blended (French)	SLI_AWP_BL_FR	Blended	4.5 hours + practical evaluation	3 years	\$299	\$269
Aerial Boomlift & Scissor Lift Operator Recertification - Blended	SLI_AWPRECERT_BL_EN	Blended	2 hours + practical evaluation	3 years	\$199	\$179
Aerial Boomlift & Scissor Lift Operator Recertification - Blended (Spanish)	SLI_AWPRECERT_BL_ES	Blended	2 hours + practical evaluation	3 years	\$199	\$179
Aerial Boomlift & Scissor Lift Operator Recertification - Blended (French)	SLI_AWPRECERT_BL_FR	Blended	2 hours + practical evaluation	3 years	\$199	\$179
Backhoe Loader Operator Certification - Blended	SLI_BHL_BL_EN	Blended	5 hours + practical evaluation	5 years	\$239	\$215
Backhoe Loader Operator Certification - Blended (Spanish)	SLI_BHL_BL_ES	Blended	5 hours + practical evaluation	5 years	\$239	\$215
Backhoe Loader Operator Certification - Blended (French)	SLI_BHL_BL_FR	Blended	5 hours + practical evaluation	5 years	\$239	\$215
Aerial Boomlift 3b Operator Recertification - Blended	SLI_BLRECERT_BL_EN	Blended	3 hours + practical evaluation	3 years	\$149	\$134
Aerial Boomlift 3b Operator Certification - Blended	SLI_BOOM_BL_EN	Blended	4 hours + practical evaluation	3 years	\$199	\$179
Aerial Boomlift 3b Operator Certification - Blended (Spanish)	SLI_BOOM_BL_ES	Blended	4 hours + practical evaluation	3 years	\$199	\$179
Aerial Boomlift 3b Operator Certification - Blended (French)	SLI_BOOM_BL_FR	Blended	4 hours + practical evaluation	3 years	\$199	\$179
Counterbalance Forklift Operator Certification - Blended	SLI_CB_BL_EN	Blended	4 hours + practical evaluation	3 years	\$199	\$179
Counterbalance Forklift Operator Certification - Blended (Spanish)	SLI_CB_BL_ES	Blended	4 hours + practical evaluation	3 years	\$199	\$179
Counterbalance Forklift Operator Certification - Blended (French)	SLI_CB_BL_FR	Blended	4 hours + practical evaluation	3 years	\$199	\$179
Counterbalance Forklift Operator Recertification - Blended	SLI_CBRECERT_BL_EN	Blended	2.5 hours + practical evaluation	3 years	\$149	\$134
Counterbalance & Rough Terrain Forklifts Operator Certification - Blended	SLI_CBRT_BL_EN	Blended	3.5 hours + practical evaluation	3 years	\$299	\$269
Counterbalance & Rough Terrain Forklifts Operator Certification - Blended (Spanish)	SLI_CBRT_BL_ES	Blended	2 hours + practical evaluation	3 years	\$299	\$269
Counterbalance & Rough Terrain Forklifts Operator Certification - Blended (French)	SLI_CBRT_BL_FR	Blended	3.5 hours + practical evaluation	3 years	\$299	\$269
Excavator Operator Certification - Blended	SLI_EX_BL_EN	Blended	5 hours + practical evaluation	5 years	\$239	\$215
Excavator Operator Certification - Blended (Spanish)	SLI_EX_BL_ES	Blended	5 hours + practical evaluation	5 years	\$239	\$215
Excavator Operator Certification - Blended (French)	SLI_EX_BL_FR	Blended	5 hours + practical evaluation	5 years	\$239	\$215
Excavator & Backhoe Operator Certification Combination - Blended	SLI_EXBH_BL_EN	Blended	5 hours + practical evaluation	5 years	\$329	\$296
Excavator & Backhoe Operator Certification Combination - Blended (Spanish)	SLI_EXBH_BL_ES	Blended	5 hours + practical evaluation	5 years	\$329	\$296
Excavator & Backhoe Operator Certification Combination - Blended (French)	SLI_EXBH_BL_FR	Blended	5 hours + practical evaluation	5 years	\$329	\$296
Front End Loader Operator Certification - Blended	SLI_FEL_BL_EN	Blended	4 hours + practical evaluation	5 years	\$239	\$215
Front End Loader Operator Certification - Blended (Spanish)	SLI_FEL_BL_ES	Blended	5 hours + practical evaluation	5 years	\$239	\$215
Counterbalance & Rough Terrain Forklift Operator Recertification Combination - Blended	SLI_FLRECERT_BL_EN	Blended	2 hours + practical evaluation	3 years	\$199	\$179
Counterbalance & Rough Terrain Forklift Operator Recertification Combination - Blended (Spanish)	SLI_FLRECERT_BL_ES	Blended	2 hours + practical evaluation	3 years	\$199	\$179
Counterbalance & Rough Terrain Forklift Operator Recertification Combination - Blended (French)	SLI_FLRECERT_BL_FR	Blended	2 hours + practical evaluation	3 years	\$199	\$179
Rough Terrain Forklift Operator Certification - Blended	SLI_RT_BL_EN	Blended	4 hours + practical evaluation	3 years	\$199	\$179
Rough Terrain Forklift Operator Certification - Blended (Spanish)	SLI_RT_BL_ES	Blended	4 hours + practical evaluation	3 years	\$199	\$179
Rough Terrain Forklift Operator Certification - Blended (French)	SLI_RT_BL_FR	Blended	4 hours + practical evaluation	3 years	\$199	\$179
Rough Terrain Forklift Operator Recertification - Blended	SLI_RTRECERT_BL_EN	Blended	3 hours + practical evaluation	3 years	\$149	\$134
Scissor Lift Operator Certification - Blended	SLI_SL_BL_EN	Blended	4 hours + practical evaluation	3 years	\$199	\$179
Scissor Lift Operator Certification - Blended (Spanish)	SLI_SL_BL_ES	Blended	4 hours + practical evaluation	3 years	\$199	\$179
Scissor Lift Operator Certification - Blended (French)	SLI_SL_BL_FR	Blended	4 hours + practical evaluation	3 years	\$199	\$179
Scissor Lift 3a Operator Recertification - Blended	SLI_SLRECERT_BL_EN	Blended	3 hours + practical evaluation	3 years	\$149	\$134
Skid Steer Loader Operator Certification - Blended	SLI_SS_BL_EN	Blended	5 hours + practical evaluation	5 years	\$239	\$215
Skid Steer Loader Operator Certification - Blended (Spanish)	SLI_SS_BL_ES	Blended	5 hours + practical evaluation	5 years	\$239	\$215
Skid Steer Loader Operator Certification - Blended (French)	SLI_SS_BL_FR	Blended	5 hours + practical evaluation	5 years	\$239	\$215

Skid Steer & Front End Loader Operator Certification - Blended	SLI_SSFEL_BL_EN	Blended	5 hours + practical evaluation	5 years	\$329	\$296
Skid Steer & Front End Loader Operator Certification - Blended (Spanish)	SLI_SSFEL_BL_ES	Blended	5 hours + practical evaluation	5 years	\$329	\$296
Skid Steer & Front End Loader Operator Certification - Blended (French)	SLI_SSFEL_BL_FR	Blended	5 hours + practical evaluation	5 years	\$329	\$296
Excavation Safety Training for Competent Persons - Online	TS_CPT_EL_EN	Online	6 hours	no expiration	\$135	\$122
Excavation Safety Training for Competent Persons - Online (Spanish)	TS_CPT_EL_ES	Online	6 hours	no expiration	\$135	\$122
Excavation Safety Training for Competent Persons	TS_CPT_ILT_EN	Classroom	6 hours	no expiration	\$210	\$189
Excavation Safety Training for Competent Persons (Spanish)	TS_CPT_ILT_ES	Classroom	6 hours	no expiration	\$210	\$189
Excavation Safety Training for Competent Persons - Virtual	TS_CPT_VIR_EN	Virtual Classroom	4 hours	no expiration	\$175	\$158
Excavation Safety Training for Competent Persons - Virtual (Spanish)	TS_CPT_VIR_ES	Virtual Classroom	4 hours	no expiration	\$175	\$158
Confined Space Entry Training - Online	TS_CSE_EL_EN	Online	6 hours	no expiration	\$135	\$122
Confined Space Entry Training - Online (Spanish)	TS_CSE_EL_ES	Online	6 hours	no expiration	\$135	\$122
Confined Spaces in Construction - Online	TS_CSE-C_EL_EN	Online	6 hours	no expiration	\$135	\$122
Confined Spaces in Construction - Online (Spanish)	TS_CSE-C_EL_ES	Online	6 hours	no expiration	\$135	\$122
Confined Spaces in Construction	TS_CSE-C_ILT_EN	Classroom	6 hours	no expiration	\$210	\$189
Confined Spaces in Construction (Spanish)	TS_CSE-C_ILT_ES	Classroom	6 hours	no expiration	\$210	\$189
Confined Spaces in Construction - Virtual	TS_CSE-C_VIR_EN	Virtual Classroom	4 hours	no expiration	\$175	\$158
Confined Spaces in Construction - Virtual (Spanish)	TS_CSE-C_VIR_ES	Virtual Classroom	4 hours	no expiration	\$175	\$158
Trench & Excavation: Competent Person Training - Quebec	TS_EXC-QB_ILT_FR	Classroom	6 hours	3 years	n/a	#VALUE!
OSHA 30 Hour - English (Trench)	TS_OSHA30_ILT_EN	Classroom	30 hours over 4 days	5 years	\$535	\$482
Traffic Control Flagger	TS_TRAFCONT_ILT_EN	Classroom	4 hours	no expiration	\$165	\$149
Traffic Control Flagger (Spanish)	TS_TRAFCONT_ILT_ES	Classroom	4 hours	no expiration	\$165	\$149
Train the Trainer - Excavation Safety Training for Competent Persons	TS_TTT-CPT_ILT_EN	Classroom	12 hours over 2 days	no expiration	\$1,600	\$1,440
Train the Trainer - Confined Spaces in Construction	TS_TTT-CSE-C_ILT_EN	Classroom	12 hours over 2 days	no expiration	\$1,600	\$1,440
Basic Work Zone Safety - State of Virginia	TS_WORKZONEBASIC_ILT_EN	Classroom	8 hours	no expiration	\$195	\$176
Intermediate Work Zone Safety - State of Virginia	TS_WORKZONEINTERMEDIATE_ILT_EN	Classroom	8 hours	no expiration	\$425	\$383

Customer Owned Equipment - Repairs, Service & Inspections (US Only)**A.) Service Calls & Applicable Labor Charges - Customer Owned Equipment**

Should the customer seek to engage United Rentals' certified mechanics / technicians for service calls, repairs or labor performed during normal business hours (7:00 am to 4:00 pm, M-F), they will be billed at \$163.26 per hour, portal to portal, and all labor performed outside of these regular business hours will be billed at 1.5x (4:00PM – 9:00PM M-F) and 2X the normal rate for all other times (dependent on the time of day, day or week, or holiday). These rates also apply to all specialty solutions and engineered system set-ups. All rates will be pre-negotiated with the customer prior to service and labor execution. United Rentals will try to accommodate customer requested time frames to perform unscheduled services or repairs but cannot guarantee service times. Customers must ensure United Rentals' accessibility to a facility during non-business hours. Billed hourly rate for wait time will apply. Service is market driven and is not available in all geographical areas.

B.) Planned Maintenance & Inspection - Customer Owned Equipment (PM Program)

Should the customer seek to engage United Rentals' certified mechanics / technicians for completion of planned services (PMs - Preventative Maintenance) and /or required inspections, they will be billed list rate less 5%. This is a contracted service -- not on-demand. Basic PM service includes Lube, Engine Service, Fuel Filter, Engine Oil Filter, Oil, and up to one hour travel time. Customer may request specific service intervals per equipment types. Additional charges may apply for Tier Four Engines. Customer must provide United Rentals with list of equipment requiring planned services and inspections - United Rentals to supply proposal for services and inspections. United Rentals will try to accommodate customer requested time frames to perform services and inspections. Customers must ensure United Rentals' accessibility to a facility during non-business hours. Service is market driven and is not available in all geographical areas.

C.) Repair and Service Parts - Customer Owned Equipment

These are additional costs and will be itemized on a Work Order. Parts shall be billed at a 40% margin and freight for repair parts will be billed at a 20% margin.

D.) Extended Warranty - Customer Owned Equipment

United Rentals will assign to customer any manufacturer's warranty on parts incorporated into the equipment as part of this service, to the extent assignable for a period of 30 days following completion of services by United Rentals, provided that customer provides written notice to United setting forth in detail how services were unsatisfactory. United Rentals may, in its sole discretion, and as its sole liability hereunder, repair or replace such unsatisfactory services, or refund any monies paid to United by the customer. Such repair, replacement or refund shall be customers' sole remedy under this work order. United Rentals disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

Labor Rate / Service Calls - Customer Owned Equipment	US
7am - 4pm	\$163.26/hr
4pm - 9pm	\$244.89/hr
9pm - 7am, Holidays and weekends	\$326.52/hr
Planned Maintenance & Inspection - Customer Owned Equipment (PM Program)	US
5% off listed price	List minus 5%
Parts	US
total margin	40%
Freight	US
total margin	20%



Hall County Government
FINANCIAL SERVICES

EXHIBIT C

RFP #44-031

Mandatory Cost Proposal Worksheet

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Company Name: National Equipment Dealers, LLC

Bidder's Name: Hunter Cole

Bidder's Signature:

Date: 3/25/24

- **Instructions:** Provide an all-inclusive list of equipment. Include makes, models, list price, percentage discount factor, and the net cost for hourly, daily, weekly, and monthly rentals.

Date: 3/28/24

Valid For: 120 Days

Pricing Schedule Hall County Government Rental of Equipment

NATIONAL EQUIPMENT DEALERS LLC									
Respondent Name									
Equipment	Manufacturer	Available Qty	Daily Rate	Weekly Retail Rate	Weekly Rate (Municipal)	Monthly Retail Rate	Monthly Rate (Municipal)	Delivery Rate	Discount % off retail monthly rate
Excavator									
7,800 lb Mini Excavator	HYUNDAI R35-9A	Upon Request	NO BID	\$ 800.00	\$ 640.00	\$ 2,000.00	\$ 1,600.00	\$ 375.00	20.00%
13,000 lb Mini Excavator	HYUNDAI R55-9A	Upon Request	NO BID	\$ 1,000.00	\$ 800.00	\$ 2,350.00	\$ 1,880.00	\$ 375.00	20.00%
18,500 lb Mini Excavator	HYUNDAI R80CR-9A	Upon Request	NO BID	\$ 1,300.00	\$ 1,040.00	\$ 3,300.00	\$ 2,640.00	\$ 375.00	20.00%
Excavator 25,000-29,999 lb	HYUNDAI HX130ALCR	Upon Request	NO BID	\$ 1,750.00	\$ 1,400.00	\$ 4,000.00	\$ 3,200.00	\$ 600.00	20.00%
Excavator 43,000 - 49,999 lb	HYUNDAI HX180AL	Upon Request	NO BID	\$ 1,950.00	\$ 1,560.00	\$ 5,000.00	\$ 4,000.00	\$ 600.00	20.00%
Excavator 52,000 lb	HYUNDAI HX220AL	Upon Request	NO BID	\$ 2,500.00	\$ 2,000.00	\$ 6,250.00	\$ 5,000.00	\$ 600.00	20.00%
Excavator 60,000 - 69,999 lb	HYUNDAI HX300AL	Upon Request	NO BID	\$ 3,200.00	\$ 2,560.00	\$ 7,800.00	\$ 6,240.00	\$ 600.00	20.00%
Excavator 77,000 lb	HYUNDAI HX350AL	Upon Request	NO BID	\$ 3,900.00	\$ 3,120.00	\$ 9,500.00	\$ 7,600.00	\$ 600.00	20.00%
Excavator 89,000 lb	HYUNDAI HX380AL	Upon Request	NO BID	\$ 4,300.00	\$ 3,440.00	\$ 11,000.00	\$ 8,800.00	\$ 600.00	20.00%
Long Reach Excavator 73,000 lb (60')	HYUNDAI HX300ALR	Upon Request	NO BID	\$ 4,600.00	\$ 3,680.00	\$ 11,500.00	\$ 9,200.00	\$ 600.00	20.00%
Wheeled Excavator 48,000 lb	HYUNDAI HW210A	Upon Request	NO BID	\$ 2,600.00	\$ 2,080.00	\$ 6,500.00	\$ 5,200.00	\$ 600.00	20.00%
Skid Steer									
1,500 - 2,100 lb Track Skidsteer	MANITOU 2150 RT	Upon Request	NO BID	\$ 1,000.00	\$ 800.00	\$ 2,500.00	\$ 2,000.00	\$ 400.00	20.00%
2,800 - 4,000 lb Track Skidsteer	MANITOU 3200 VT	Upon Request	NO BID	\$ 1,500.00	\$ 1,200.00	\$ 3,600.00	\$ 2,880.00	\$ 400.00	20.00%
Compact Wheel Loader 1 cubic yard	MANITOU MLA 7	Upon Request	NO BID	\$ 1,250.00	\$ 1,000.00	\$ 2,750.00	\$ 2,200.00	\$ 400.00	20.00%
Dump Trucks									
Off Road Dump Truck	BELL B20E	Upon Request	NO BID	\$ 4,000.00	\$ 3,200.00	\$ 10,000.00	\$ 8,000.00	\$ 600.00	20.00%
Off Road Dump Truck	BELL B30E	Upon Request	NO BID	\$ 4,500.00	\$ 3,600.00	\$ 11,500.00	\$ 9,200.00	\$ 600.00	20.00%
Off Road Dump Truck	BELL B40E	Upon Request	NO BID	\$ 5,500.00	\$ 4,400.00	\$ 14,000.00	\$ 11,200.00	\$ 600.00	20.00%
Off Road Dump Truck	BELL B45E	Upon Request	NO BID	\$ 6,200.00	\$ 4,960.00	\$ 15,500.00	\$ 12,400.00	\$ 600.00	20.00%
Off Road Dump Truck	BELL B50E	Upon Request	NO BID	\$ 7,500.00	\$ 6,000.00	\$ 18,000.00	\$ 14,400.00	\$ 600.00	20.00%
Wheel Loaders									
Loader Wheel 3.0-3.4 Cubic Yard	HYUNDAI HL930A	Upon Request	NO BID	\$ 2,000.00	\$ 1,600.00	\$ 5,000.00	\$ 4,000.00	\$ 600.00	20.00%
Loader Wheel 3.5 Cubic Yard	HYUNDAI HL940A	Upon Request	NO BID	\$ 2,200.00	\$ 1,760.00	\$ 5,500.00	\$ 4,400.00	\$ 600.00	20.00%
Loader Wheel 4.5 Cubic Yard	HYUNDAI HL955A	Upon Request	NO BID	\$ 2,400.00	\$ 1,920.00	\$ 6,000.00	\$ 4,800.00	\$ 600.00	20.00%
Loader Wheel 5.0 Cubic Yard	HYUNDAI HL960A	Upon Request	NO BID	\$ 3,200.00	\$ 2,560.00	\$ 8,200.00	\$ 6,560.00	\$ 600.00	20.00%
Loader Wheel 5.5 Cubic Yard	HYUNDAI HL965A	Upon Request	NO BID	\$ 3,750.00	\$ 3,000.00	\$ 10,500.00	\$ 8,400.00	\$ 600.00	20.00%
Loader Wheel 6.5 Cubic Yard	HYUNDAI HL970A	Upon Request	NO BID	\$ 4,250.00	\$ 3,400.00	\$ 11,000.00	\$ 8,800.00	\$ 600.00	20.00%
Loader Wheel 7.5 Cubic Yard	HYUNDAI HL980A	Upon Request	NO BID	\$ 5,400.00	\$ 4,320.00	\$ 13,500.00	\$ 10,800.00	\$ 600.00	20.00%
Compaction Equipment									
Single Drum / 54"	DYNAPAC CA1300	Upon Request	NO BID	\$ 1,300.00	\$ 1,040.00	\$ 3,200.00	\$ 2,560.00	\$ 400.00	20.00%
Single Drum / 66"	DYNAPAC CA1500	Upon Request	NO BID	\$ 1,700.00	\$ 1,360.00	\$ 4,000.00	\$ 3,200.00	\$ 580.00	20.00%
Single Drum / 84"	DYNAPAC CA2500	Upon Request	NO BID	\$ 2,000.00	\$ 1,600.00	\$ 5,200.00	\$ 4,160.00	\$ 580.00	20.00%
Motor Grader									
175hp / 12-14' Blade	John Deere 672G	Upon Request	NO BID	\$ 3,600.00	\$ 2,880.00	\$ 9,000.00	\$ 7,200.00	\$ 580.00	20.00%
Off Road Water Truck									
5000 Gallon Water Truck	BELL B30E	Upon Request	NO BID	\$ 5,800.00	\$ 4,640.00	\$ 13,500.00	\$ 10,800.00	\$ 600.00	20.00%

Notations/Comments: Please utilize this area to list any notes, describe any promotional pricing, and to clarify the monthly rate calculation your organization utilizes.

Delivery rate is one-way, please use same for pick up. Weekly rate discount is +-20%.

RFP#: 44-031 Demand Services for Tool & Heavy Equip| MCC: 975-XX

36 7 4

COMPANY NAME	CITY	STATE	ZIP	EMAIL ADDRESS	Bids Sent	Hall	Bids Received
ASCENDUM MACHINERY	BUFORD	GA	30519	joel.hill@ascendummachinery.com	1		
AMAN EQUIPMENT COMPANY	CUMMING	GA	30040	chad@amanequipment.com	1		
BENNETT EQUIPMENT & SUPPLY	HIAWASSEE	GA	30546	INFO@BENNETTEQUIPMENT.NET	1		
BIDNET	LATHAM	NY	12110	GBS@BIDNET.COM	1		
BIG TRUCK RENTAL	TAMPA	FL	33607	brsales@bigtruckrental.com	1		
BOBCAT OF ATHENS	ATHENS	GA	30607	GREG@BOBCATOFATHENS.COM	1		
CHIPPER TRAILERS & EQUIPMENT, LLC	CUMMING	GA	30040	CHIPPERLLCCFO@GMAIL.COM	1		
COBB COUNTY TRACTOR CO.	MARIETTA	GA	30062	info@cctractor.com	1		
COKER EQUIPMENT COMPANY	GAINESVILLE	GA	30501	garrett@cokerequipment.net	1	1	
COWIN EQUIPMENT COMPANY	LAWRENCEVILLE	GA		contact@cowin.com	1		
CUSTOM TRUCK ONE SOURCE	DECATUR	GA	30035	info@customtruck.com	1		
GREENSOUTH EQUIPMENT, INC. (AG-PRO)	DACULA	GA	30019	KEVINH@GREENSOUTH.COM	1		
H & E EQUIPMENT SERVICES	SUWANEE	GA	30024	iswaney@he-equipment.com	1		
HARCO RENTALS	BUFORD	GA	30518	RENTALS@HARCORENTALS.COM	1		
HEAVY MACHINES, INC.	COVINGTON	GA	30014	WBARTLETT@HEAVYMACHINESINC.COM	1		
HERC RENTALS, INC.	BONITA SPRINGS	FL	34134	HERCBIDS@HERCRENTALS.COM	1		
KUBOTA MANUFACTURING OF AMERICA CORP.	GAINESVILLE	GA	30501	JOANN.JONES@KUBOTA.COM	1	1	
LIVE OAK CONSTRUCTION SUPPLY, INC.	NORCROSS	GA	30093	info@liveoaksupply.com	1		
M AND R RENTAL	GAINESVILLE	GA	30504			1	1
MASON TRACTOR COMPANY, INC.	CUMMING	GA	30040	MATT@MASONTRACTORCO.COM	1		
MATERIAL HANDLING, INC.	GAINESVILLE	GA	30504	BILLGLEATON@MHUSA.NET	1	1	
MAXIM CRANE WORKS, L.P.	MABLETON	GA	30126	GPAGE@MAXIMCRANE.COM	1		
NATIONAL EQUIPMENT DEALERS	DALLAS	GA					1
NORTH AMERICAN PROCUREMENT COUNCIL	GRAND JUNCTION	CO	81504	LYRA@NAPC.ME	1		
NORTHEAST GEORGIA RENTALS, INC.	GAINESVILLE	GA	30566	BRIAN@NEGARENTALS.COM	1	1	
PIEDMONT TRACTOR & EQUIPMENT	GAINESVILLE	GA	30501	MIKE@PIEDMONTTRACTOR.COM	1	1	
PRIME VENDOR	WILMINGTON	NC	28403	RONI@PRIME-VENDOR.COM	1		
PRIME VENDOR	WILMINGTON	NC	28403	RONI@PRIME-VENDOR.COM	1		
PROCONTRACTOR SUPPLY	OAKWOOD	GA	30566	sales@procontractorsupplyinc.com	1	1	
SCI SUPPLY	LOGANVILLE	GA	30052	CONTACT@SCISUPPLYINC.COM	1		
SIMONSON EQUIPMENT	LOGANVILLE	GA	30052	BARRY@SIMONSONEQUIPMENT.COM	1		
SUNBELT RENTALS	CUMMING	GA	30041	PCM024@SUNBELTRENALS.COM	1		
TALISMAN RENTALS	MARIETTA	GA	30062	INFO@TALISMANRENALS.COM	1		1
TRASH TRUCKS ONLINE % TURKKEY CREATIVE	FORT PAYNE	AL	35967	gg@trashtrucksonline.com	1		
UNITED RENTALS	LAWRENCEVILLE	GA	30045	TSMITH12@UR.COM	1		1
UNITED RENTALS (NORTH AMERICA), INC.	SCOTTSDALE	AZ	85254	SGREGORY@UR.COM	1		
UNITED RENTALS (NORTH AMERICA), INC.	TEMPLE TERRACE	FL	33637	GOVRENTS@UR.COM	1		
XYLEM DEWATERING SOLUTIONS, INC.	CARTERSVILLE	GA	30120	CHRIS.SMITH01@XYLEMINC.COM	1		



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 312/2024

SUBJECT: Approve the award of IFB #018-45 Replace Roof on Fire Station #6 for Fire Rescue to Colony Roofers, LLC of Atlanta, GA, in the amount of \$58,692.40.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: CJS
Recommendation: Approve.

Purpose of Request: Approve the award of IFB #018-45 Replace Roof on Fire Station #6 for Fire Rescue to Colony Roofers, LLC of Atlanta, GA, in the amount of \$58,692.40.

History: This project will be in conjunction with IFB #020-45 Reconfigure Existing HVAC System at Hall County Fire Station #6.

Facts and Issues: The roof on this facility has failed and is actively leaking in several places.

Options:

Funding Requested	\$ 58,692.40
Are funds within current budget?	Yes
Source of Funds	Capital Projects Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	submit	approve	Purchasing
AY	JS	JS	AP

Budget	Finance	Attorney	Administration
EW	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement

Bid Tab

Contract



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

AGENDA ITEM 312/2024

Funds Requested: \$ 58,692.40

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital Projects Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	350-CAPITAL PROJECTS FUND	3520-FIRE RESCUE	541300-BUILDING AND IMPROVEMENTS	\$58,692.40

Budget Transfer Items:

Additional Information/Comments:

Tim Townsend 770-531-1144

Contact for Questions: KI

Phone:

6786174517

IFB #:	018-45 Replace Roof on Hall County Fire Station #6	Colony Roofers, LLC	Skyline Contracting, LLC	Exterior Solutions of Georgia, LLC BDA Bone Dry Roofing	Core Roofing Systems, LLC	TSE Commercial Roofing
		Atlanta, GA	Gainesville, GA	Bogart, GA	Alpharetta, GA	Gainesville, GA
ITEM NO.	ITEM DESCRIPTION	PRICE	PRICE	PRICE	PRICE	PRICE
1	Lump Sum	\$58,692.40	\$68,125.00	\$84,755.00	\$94,803.00	NO BID
	Lead Time for job completion	1 Week	1 Week	30-45 days	N/A	NO BID

Total number of bids sent: 45

Number of bids sent to Hall County contractors: 17

Number of bids received: 5

Number of Hall County bids received: 1

Number of "No Bids": 1



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Date: 05/22/2024

To: Richard Higgins, Chairman, BOC

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached bid/contract award document for:

Bid/Contract No: 018-45

Bid/Contract Name: Replace Roof on Hall County Fire Station #6

Department(s) Requesting Contract: Fire Rescue

Award Recipient Name: Colony Roofers, LLC

Contract Description:

Annual Contract New Renewal

Prior Year's Spend:

Price Increase Requested Increase Percentage:

Project/Service Contract Estimated Amount: \$58,692.40

Product Contract Estimated Amount:

Comments:



Hall County Government
FINANCIAL SERVICES

EXHIBIT A - CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #018-45

For the provision of

Replace Roof on Hall County Fire Station #6

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #101 – INTRODUCTION

This Contract for replacing the roof on Hall County Fire Station #6 (hereinafter “Services”) is made and as entered into as of _____ (Execution Date) and effective on _____ (Effective Date) is by and between Hall County, Georgia, Board of Commissioners, (hereinafter referred to as “County”) located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Colony Roofers, located at 5775 Glenridge Blvd Bldg C Suite E Atlanta Georgia 30328 (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”.

Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or subcontractors into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect.

WHEREAS the Contractor represents that it complies with the State of Georgia requirements for corporations, if applicable, and has signified a willingness to provide Services to the County and the County has relied on such representation; and

Whereas, the Parties do mutually desire to enter into this Contract to document the provision of Services 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 attached quotes, exhibits, attachments, and references are all incorporated herein by reference; and

NOW, THEREFORE and in consideration of the mutual promises, terms, conditions, 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:

EXHIBIT C – Cost Proposal

- C. Price Escalation – The Contractor’s price(s) shall be fixed and unchanged for the duration of the project until completion and acceptance by the County.

ARTICLE #103 – NOTICES

To the extent that either party to this Contract is 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

Name: Brad Banacka

Title: Director of Commercial Operations

Physical Address: 5575 Glenridge Dr Bld C Ste E

City, State, ZIP: Atlanta GA 30328

Email: bbanacka@colonyroofers.com

Phone: 909-231-2551

REMIT-TO ADDRESS (if different): _____

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

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

ARTICLE #105 – CONTRACT TERM

This 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 may only be modified, amended, or changed 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.

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 fires, 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 either Party 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 (1) 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 non-conforming Services; fails to perform, to the County's satisfaction, any material requirement of the Contract; or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 2. The County determines that Contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws, the Contractor terminates or suspends its business, or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
 5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion, or a material breach of the terms of the Contract by the 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 (1) or more of the default events requesting that the breach or non-compliance be remedied within the period of time specified in the Party's Notice of Default to the other Party. If the breach or non-compliance is not remedied within the period specified in the written notice, the non-breaching Party may:
1. Immediately terminate the Contract for default without additional written notice; and/or,
 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 one (1) 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, suspension, or other 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(s) 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, incorrect, or incomplete.
 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds as required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS*.
- F. Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by either Party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. The Contractor's Termination Duties.** Upon receipt of notice of termination, the Contractor shall:
1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require; and,
 2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor; and,
 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; and,
 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 of \$315.00 per each calendar day beyond the quoted completion date until final completion, inspection, and approval by the County.

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 this 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, AGREEMENTS, RENEWALS, AND EXTENSIONS

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 #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 which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS

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

- B. The County shall not be bound by any terms and conditions of the Contractor that are only accessible by hyperlink. All terms and conditions must be in print and approved by the County.

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

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

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with an insurance certificate providing evidence of proof of coverage at least in the amounts indicated in this subsection. The insurance certificate must list County as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "Hall County, Georgia, its Board of Commissioners, officers, employees, volunteers, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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 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:

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.

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 County 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 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 as per *Exhibit C – Cost Proposal*.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement of both Parties.
- 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) and a Purchase Order(s) (PO) to the Contractor. The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 – NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

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

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

C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103 – NOTICES* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the 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*.
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 entity or a financial institution. The County will only pay the party with whom it is contracted. The County will not in any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

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

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

ARTICLE #124 – RETAINAGE

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify)

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

- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any 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.
4. All other Contract Attachments appended to the contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all Exhibits and Attachments 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 – Contract for Services
- B. EXHIBIT B – Bid Response Form
- 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 – Scored Questions

ARTICLE #130 – 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 #131 – HOLD HARMLESS AGREEMENT

The successful Bidder 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 #132 – ADDITIONAL TERMS

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

ARTICLE # 13 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein, and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern over all Contractor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the Contractor'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 Contractor's full and complete acceptance of the 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. 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 Contractor shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
10. The Contractor shall only deliver goods and services as described on the PO and within the Scope of Work and the Contractor's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order.
12. The Contractor shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals with the exception of monthly subscription services.
15. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
16. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, flooring, etc., fabrication, decoration, or otherwise custom designed specifically for the County.
17. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
18. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums of Understanding and other such agreements.
19. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
20. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
21. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the supplier until acceptance by the County.
24. The supplier warrants that the goods are merchantable and that the supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
27. 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.
28. 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.

29. Any and all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by the County are considered County property and shall be delivered to the County upon request.
30. Invoices submitted to the County will reflect the language of the PO with the PO Number printed on each invoice submitted.
31. 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.
32. The Contractor may be suspended, terminated, or debarred if it is determined that the Contractor has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
33. The Contractor certifies that it and its subcontractors are not debarred, suspended, or declared ineligible by any agency of the County or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
34. The Contractor certifies that the Contractor is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
35. 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.
36. The County does not pay late fees nor interest charges.
37. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
38. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
39. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written, Bidder must print the full legal company name and d/b/a as it appears on the W-9 form below:

Print Company's Full Legal Name Below:

Colony Roofers, LLC

HALL COUNTY, GEORGIA

By: [Signature]

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

Print Name: Mark A. Mai

Title: Director of Estimating

Date: _____

Sworn to and subscribed before me this

3 Day of May, 2024

Attestment:

Notary Public: [Signature]

Board of Commissioners Clerk

Notary Printed Name: Telekinesis Banks

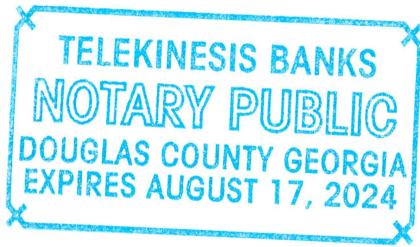
Approved as to Form

Notary commission expires: 8/17/2024

[Locus Sigilli – Seal or Stamp]

APPROVED AS TO FORM

[Signature]
Justin R. Lawhon,
Senior Assistant County Attorney





AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)
REPORT TO: Voting Meeting (06/27/24)
ITEM NO: 295/2024
SUBJECT: Approve the renewal of the annual contract and addendum #001 for Hall County Pharmacy Management Services to On-Site Rx, Inc. of Gainesville, GA. The estimated annual cost is \$560,746.00.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: DLJ

Recommendation:

Department recommends approval of the renewal of the annual contract and addendum (#001) for the Hall County Pharmacy Management Services, On-Site Rx, Inc., of Gainesville, GA.

Purpose of Request:

Approve the renewal of the annual contract and Addendum #001 for Hall County Pharmacy Management Services, On-Site Rx, Inc. of Gainesville, GA. The estimated annual cost is \$560,746.00.

History:

On-Site Rx provides licensed pharmacists, pharmacy services, expertise and benefit guidance at the Hall County Family Health Center Pharmacy on behalf of the County.

On-Site Rx is a trusted vendor in good standing with the County.

Facts and Issues:

This is renewal three (3) of a five (5) year contract stemming from RFP #41-015

Options:

Funding Requested

\$ 560,746.00

Are funds within current budget?

No

Source of Funds

Group Insurance Fund

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

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

2024-05-20

Approvals:

Buyer	Submit	Approve	Purchasing
AP	LJ	LJ	AP
Budget	Finance	Attorney	Administration
EW	TS	WLI	CR
Clerk			
JR			

Attachments:

- Financial Supplement
- Addendum #001
- Original Agreement
- On-Site Rx Contract Renewal



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

AGENDA ITEM 295/2024

Funds Requested: \$ 560,746.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

Group Insurance Fund

Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	601-GROUP INSURANCE FUND	5171-HALL COUNTY PHARMACY	521000- PROFESSIONAL SERVICES	\$560,746.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JT(R<

Phone: x2652



Hall County Government
FINANCIAL SERVICES

Addendum #001

For the provision of

Hall County Family Health Center Pharmacy Management Services

May 13, 2024

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Whereas; Hall County, Georgia (herein "Client") entered into an Agreement with On-Site Rx, Inc. (collectively "Participants") located at 210 Washington St NW, Gainesville, GA 30501, for the provision of Hall County Family Health Center Pharmacy Management Services ("Pharmacy Services") performed within the County-owned facility located at 2434 Old Cornelia Hwy, Gainesville, GA 30507, with an effective date of January 1, 2022, and

Whereas, the Participants mutually desire to Amend the original Agreement as follows;

As reads;

Article I, Paragraph 1.09 –

1.09 Merchant Transaction Fees - CLIENT will be responsible for entering into a merchant agreement with Bank of America (McKesson Merchant Services bank) to provide credit and debit card services for MasterCard, Visa, American Express, and Discover. These transaction costs will be debited directly each month from the bank account CLIENT designates.

Is hereby modified;

To read;

1.09 Merchant Transaction Fees –

- a. **Credit Card Payment Systems** - On-Site Rx shall enter into an agreement with such credit card processing entities as is necessary for debit and credit cards as well as flexible spending accounts (FSA) to be accepted at the pharmacy.

- b. **Responsibility of Fees** – The payment of credit card transaction fees shall be the responsibility of the CLIENT. Such Fees are pass through to CLIENT as calculated by credit card processor.
- c. **Billing and Deposits** – Not less than monthly, On-Site Rx shall initiate a deposit to CLIENT's bank account for the prior month's deposits minus the amount of transaction fees and sales tax incurred for such transactions. Supporting documentation will be provided to CLIENT.
- d. **Equipment** - Provision and costs of associated equipment (e.g., card readers and keypads) as well as associated software shall be the responsibility of On-Site Rx.
- e. **Service Guarantees** - On-Site Rx makes no warranty that such credit card systems shall be uninterrupted or error free.
- f. **Choice of Vendor** – CLIENT understands that On-Site Rx shall hold the relationship with the merchant processing vendor and that such relationship is predicated upon multiple factors, some of which are outside of On-Site Rx's direct control. On-Site Rx warrants that they will make good faith efforts to obtain favorable terms with merchant processing vendor. Such terms shall contemplate cost-effectiveness for CLIENT, functionality for members, and compatibility with pharmacy software platform. CLIENT shall have no power to demand service standards or elements of On-Site Rx's agreement with vendor.

[Signature Page Follows]

IN WITNESS WHEREOF, said Participants have hereunto affixed their signature and seal on the day, month, and year below.

On-Site Rx, Inc.

HALL COUNTY, GEORGIA

By: [Signature]
Print Name: DANIEL W. DOEBLER
Title: PRESIDENT

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

Date: _____

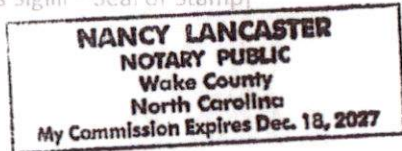
Sworn to and subscribed before me this
14 Day of May, 2024

Attestment: _____
Board of Commissioners Clerk

Notary Public: [Signature]

Notary commission expires: 12/18/2027

[Locus Sigilli - Seal or Stamp]



APPROVED AS TO FORM
[Signature]
William J. Linkous III, County Attorney

**ON-SITE RX, INC.
PHARMACY SERVICE AGREEMENT**

THIS PHARMACY SERVICE AGREEMENT is made and entered into this 1st day of January 2022, by and between HALL COUNTY ("CLIENT"), an agency of the State of Georgia and On-Site Rx, Inc ("On-Site Rx") a Georgia corporation.

RECITALS

A. On-Site Rx contracts with plan sponsors to provide licensed pharmacists, pharmacy services, on-site pharmacy expertise, and pharmacy benefit guidance at the plan sponsor's place of business to the employees and retirees of such plan sponsors and/or their dependents (collectively, "Participants").

B. On-Site Rx secures licensed pharmacists and pharmacy technicians who will perform certain pharmaceutical services for Participants, including, but not limited to, dispensing of prescription and over-the-counter medications.

C. CLIENT desires to contract with On-Site Rx to maintain at current site in the City of Gainesville, on-site pharmacy management and related services for Participants or other individuals eligible under CLIENT'S occupational coverage, subject to the conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt, and the sufficiency of which are hereby acknowledged, CLIENT and On-Site Rx hereby agree as follows:

**ARTICLE I
PHARMACY MANAGEMENT**

On-Site Rx shall serve Participants by providing Pharmacy Services on property owned or rented by CLIENT at 2435 Old Cornelia Highway, Gainesville, GA 30507. Through use of its purchasing and operations expertise, On-Site Rx will provide prescription and over-the-counter drugs to CLIENT and its participants at discounts available through proprietary wholesale drug

purchasing arrangements. Furthermore, On-Site Rx agrees to act in the best interest of CLIENT and participants to provide goods and services in a manner that complies with all federal, state, and local laws and regulations, including pharmacy regulations and statutes specific to the State of Georgia and Hall County.

Elements and conditions upon which On-site RX will provide goods and services include:

1.01 **Licensing** – On-Site Rx shall coordinate and pay for the pharmacy to be licensed to operate and dispense medications in the State of Georgia and City of Gainesville. On-Site Rx will register with state and local governments or regulatory agency(s) in order to comply with any and all local and/or State laws or regulations. On-Site Rx will register the name of the pharmacy as On-Site Rx, Inc., d/b/a "HCG FAMILY PHARMACY". On-Site Rx will ensure that all Pharmacists and Technicians secured to dispense products from Pharmacy will at all times hold appropriate licensing and certification from the State of Georgia. CLIENT will ensure that zoning and all other building permits are in place for the sites selected.

1.02 **Inventory** – The pharmacy staff will have access to a procurement system that will allow daily orders and delivery to Pharmacy. Such procurement shall provide the inventory necessary to efficiently operate the on-site Pharmacy. On-Site Rx shall be responsible for the continual purchase of pharmaceuticals at the Pharmacy, and CLIENT shall reimburse On-Site Rx for On-Site Rx's invoice cost for such pharmaceuticals. Pharmaceuticals purchased by On-Site Rx shall be the property of CLIENT; however, On-Site Rx shall retain custody and control of all such property for CLIENT for the term of the Agreement and any renewal period thereafter, so long as On-Site Rx is exercising custody and control for CLIENT'S benefit.

Pharmaceuticals that have a short-term expiration date or that have expired will be returned to the manufacturer. All credits will be applied to CLIENT'S monthly invoice with supporting documentation as they are received. On-Site Rx will manage the pharmaceutical

inventory in a manner to reduce the number of expiring medications and ensure CLIENT receives full credit.

1.03 **Patient Communication** – On-Site Rx will provide consultation to CLIENT with regards to the most effective patient communication strategies to achieve CLIENT'S stated goals. CLIENT will be responsible for all costs associated with printing and distribution of agreed materials.

1.04 **Signage** - On-Site Rx will provide appropriate signage for the pharmacies.

1.05 **Labor and Hours of Operation** – On-Site Rx will provide all staff responsible for the dispensing of medication at on-site pharmacy. On-Site Rx and CLIENT agree that each pharmacy shall be open not more than forty-eight (48) hours per week of normal business operation, with hours to be mutually agreed by CLIENT and On-Site Rx. If CLIENT instructs On-Site Rx in writing that the pharmacy shall be open for additional hours beyond the above, On-Site Rx shall be entitled to an additional fee increase to the PMPM fee at the following rates for all such additional hours that the pharmacy is open.

49- 52 hours	\$0.55
53 - 56 hours	\$1.10
57 - 60 hours	\$1.65

On-Site Rx will ensure that the staffing levels are appropriate to meet the needs of CLIENT and their covered dependents, however regular ongoing staffing shall not exceed one and one-half (1.5) full-time equivalent (FTE) Pharmacists and up to three (3) FTE Certified Pharmacy Technicians per pharmacy. If CLIENT and On-Site Rx agree to staffing beyond these levels, On-Site Rx shall be entitled to additional funds commensurate with the total compensation and

benefits costs associated with such additional pharmacy professionals over the course of this Agreement.

On-Site Rx will lead the candidate identification and selection process with final approval of all staff being granted to CLIENT, as further described in Paragraph 2.01. On-Site Rx will assign staff to provide adequate coverage for the hours of operation. On-Site Rx will establish and assign staff that are licensed or duly qualified and endeavor to avoid any Pharmacy closures due to labor shortages. The costs of Pharmacy staff compensation and their associated expenses are the responsibility of On-Site Rx and are included in the per member per month fee paid to On-Site Rx from CLIENT as noted in Article III. The hours of operation of the Pharmacies will be mutually agreed upon by the parties and may be changed only with mutual written consent of both parties.

1.05 **Reporting** – On-Site Rx shall report to CLIENT the claims data provided from CLIENT'S prescription benefit manager or derived internally. These reports shall demonstrate utilization, spending, and trend patterns within the prescription benefit. Such reports shall be distributed to CLIENT semi-annually for the duration of this Agreement. As appropriate, On-Site Rx will endeavor to provide reporting on-location as mutually agreed upon.

1.06 **Ad Hoc Reporting** – On-Site Rx will generate up to two ad hoc reports per year at no additional cost. If additional computer programming is required to complete a report requested by CLIENT (to include additional technology purchases or unusual additional labor), such programming will be invoiced at \$150 per hour.

1.07 **Insurance** –

(a) On-Site Rx will provide insurance to cover its own furniture, equipment, hardware, software, and point of sale technology.

(b) On-Site Rx shall maintain comprehensive general liability insurance (to include complete operations and liabilities assumed under contract coverages with coverage limits not less than \$3 million per occurrence, \$5 million aggregate).

c) For each person providing the Pharmacy Services (as defined herein), On-Site Rx shall obtain and keep in force a policy of (a) professional liability (malpractice) insurance with a minimum coverage of \$2 million for each incident and \$5 million annually for the aggregate of all claims and (b) worker's compensation insurance in such amounts as required under applicable state laws.

d) On-Site Rx shall provide certificates evidencing any insurance policies required under this Section 1.07. All such policies shall contain provisions to the effect that they may not be cancelled without at least 30 days' prior notice to CLIENT.

e) On-Site Rx shall furnish the CLIENT with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.

(f) CLIENT shall maintain property insurance on such facilities as described in Section 2.03.

(g) Any property and liability insurance protection for the exclusive benefit of CLIENT, excluding those coverages expressly provided and insured by On-Site Rx according to the terms of this Paragraph and Paragraph 2.04, shall be CLIENTS responsibility to insure.

(h) Insurance to be placed with Georgia admitted insurers rated B+ or better by A.M. Best's rating service.

(i) Each insurance policy required by this clause shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to other party.

1.08 **Security** – On-Site Rx shall provide an electronic security system for the Pharmacy premises as well as secure fixtures for the legal and safe storage of controlled

substances. On-Site Rx will provide policies and procedures for the prevention of theft or any other improper taking or use. On-Site Rx will provide policies and procedures for their Pharmacy staff to ensure that all materials, property, and premises are secure during the hours of operation. CLIENT shall be responsible for all physical security to the premises other than that described in this paragraph.

1.09 **Merchant Transaction Fees** - CLIENT will be responsible for entering into a merchant agreement with Bank of America (McKesson Merchant Services bank) to provide credit and debit card services for MasterCard, Visa, American Express, and Discover. These transaction costs will be debited directly each month from the bank account CLIENT designates.

1.10 **Record Management** -- On-Site Rx shall maintain adequate and current pharmaceutical records for Participants, which comply with acceptable standards and practices. The parties shall cooperate so as to comply with all applicable laws and regulations relating to such records, including, without limitation, the Patient Health Records Privacy Act (1997) and the Standards for Privacy of Individually Identifiable Health Information, promulgated by the Department of Health and Human Services under Title II, Subtitle f, Sections 261-264 of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (the "HIPAA Privacy Rule").

1.11 **Required Plan Document Disclosures** – CLIENT acknowledges that under Section 504(f) of HIPAA, only "Summary Health Information" will be shared with CLIENT unless CLIENT'S plan documents inform the plan Participants as to the manner in which the plan will be sharing "protected health information" (as defined in HIPAA, hereafter "PHI") with CLIENT and how CLIENT will be using the PHI, and describe those CLIENT employees or classes of employees who will have access to PHI in the course of the plan's operations. "Summary Health Information" is information that summarizes the claims history, claims expenses, or types of

claims experienced by beneficiaries of the group health plan, from which identifiers have been deleted.

1.12 **Use of PHI** – For PHI that is released to CLIENT by On-Site Rx, CLIENT represents, warrants, and agrees:

(a) Such PHI will not be used to make employment-related decisions about Participants.

(b) Use of PHI will be restricted to what is necessary for plan administration.

(c) Access shall be limited to those employees performing plan administration functions.

(d) Appropriate safeguards will have been implemented by CLIENT to protect PHI.

(e) CLIENTS health plan has a privacy officer, and CLIENT will provide training regarding privacy issues to employees to whom PHI is disclosed.

(f) CLIENT will make available information required to provide an accounting of any accidental or non-allowed disclosures of PHI; and

(g) Upon termination of the Agreement, CLIENT will continue to maintain any PHI disclosed consistent with the terms of this Agreement and applicable law.

CLIENT acknowledges that On-Site Rx shall be entitled to terminate this Agreement if CLIENT materially violates the provisions of Paragraph 1.12.

ARTICLE II
PROVISION OF PHARMACIST

2.01 **Provision of Pharmacist** – On-Site Rx shall furnish a pharmacist(s) (“Pharmacist”) and a pharmacy technician(s) (“Technician”) to provide Pharmacy Services (as defined below) at the pharmacy to service Participants. On-Site Rx is not committing to furnish a particular person as the Pharmacist or Technician, and, at any time and from time to time, On-Site Rx may change the Pharmacist and Technician, consistent with the procedure in Paragraph 1.04. CLIENT shall have the opportunity to interview and approve all final Pharmacist candidates identified by On-Site Rx.

Pharmacy Services in this Agreement shall mean the activities of dispensing prescription medications, counseling members on treatment options available to them, consultation to CLIENT on sound pharmacoeconomic decisions as it pertains to their prescription benefit and the management and maintenance of the legally licensed pharmacy in Gainesville, Georgia

2.02 **Standards of Pharmaceutical Professional Performance** – On-Site Rx shall contract with the Pharmacist such that the Pharmacist is obligated to perform or deliver the following either directly or through Technicians under the Pharmacists' direction and control:

(a) The Pharmacist shall determine his or her own means and methods of providing Pharmacy Services, consistent with the terms of this Agreement.

(b) The Pharmacist shall comply with all applicable laws and regulations with respect to the licensing and the regulation of pharmacists and shall ensure that the Pharmacist does the same with respect to the supervision and regulation of the Technician.

(c) The Pharmacist shall provide Pharmacy Services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with Pharmacy Services provided in the community.

(d) The Pharmacist shall maintain, during the term of this Agreement, appropriate credentials, including:

(1) A duly issued and active license to practice pharmacy and prescribe medication in the State of Georgia,

(2) Good standing with his or her profession and state professional association,

(3) The absence of any license restriction, revocation, or suspension,

(4) The absence of any involuntary restriction placed on his or her federal DEA registration, and

(5) The absence of any conviction of a felony or misdemeanor involving moral turpitude.

(6) The absence of any conviction on a drug-related offense of any kind.

(e) In the event that any Pharmacist (i) has his or her license to practice pharmacy or prescribe medication restricted, revoked, or suspended; (ii) has an involuntary restriction placed on his or her federal DEA registration; (iii) is convicted of any offense as set forth above; or (iv) is no longer in good standing with his or her professional or state licensing authority, On-Site Rx shall promptly remove that Pharmacist and replace such Pharmacist with another Pharmacist that meets the requirements of Paragraph 2.02(d), consistent with the terms of Paragraphs 1.04 and 2.01; and

(f) On-Site Rx shall require the Pharmacist to ensure that all Technicians and any other support personnel comply with the requirements of this Paragraph 2.02 with respect to performance, licensing, certification, and good standing, as applicable, except as otherwise provided in Paragraph 2.06 with respect to pharmacy technicians and assistants. On-Site Rx shall require the Pharmacist to notify On-Site Rx immediately in the event the Pharmacist learns of the possibility that any of the events specified in Paragraph 2.02(e) may occur with respect to the Pharmacist, Technician, or other support personnel, and On-Site Rx shall immediately notify

CLIENT of such notification, so that CLIENT can determine whether or not to exercise its right to remove the Pharmacist pursuant to Paragraph 2.01 or the Technician or other support person pursuant to Paragraph 1.04.

2.03 **Place of Services** – CLIENT shall provide, without charge to On-Site Rx, existing premises for the provision of Pharmacy Services located at 2435 Old Cornelia Highway in Gainesville, GA, including, without limitation, office space, janitorial services, electricity, water, heat, air conditioning, hi-speed internet, three (3) telephone lines, and any other required utilities. In addition to meeting all zoning ordinances and other applicable laws, Pharmacy shall be medically appropriate and secure. CLIENT shall endeavor to ensure that the Pharmacy building(s), including the interior, exterior, and roof, shall be maintained, and kept in good repair and working order at CLIENT'S sole expense. The premises shall be conducive for efficient delivery of prescription and over-the-counter medications. All costs for expansions to the Pharmacy location(s) will be the responsibility of CLIENT. To the extent that On-Site Rx must provide additional equipment to a space that is modified at the request of CLIENT, all additional expenses associated with modification of space shall be the responsibility of CLIENT.

It shall be the responsibility of CLIENT to adhere to all federal, state, and local codes pertaining to the building, including regulations by state and local governments, as well as the State Board of Pharmacy, which On-Site Rx shall advise on.

2.04 **Equipment and Supplies** – On-Site Rx, as part of its management fee, shall provide the Pharmacist with all equipment and supplies, including fixtures, furniture, point-of-sale technology, telephone systems, pharmacy computer systems, and all other equipment pertinent to operating a pharmacy not otherwise provided for in this Agreement.

2.05 **Responsibilities of Parties** – On-Site Rx and the Pharmacist(s) are independent contractors. The Pharmacist shall be solely responsible for his or her actions and/or omissions and the actions and/or the omissions of any agent or any employee used by him or her (including,

without limitation, any Technician or assistant) in connection with providing the Pharmacy Services contemplated by this Agreement. Neither CLIENT nor On-Site Rx shall have any control or involvement in the independent exercise of professional judgment by the Pharmacist and/or any agent or any employee used by the Pharmacist, and neither CLIENT nor On-Site Rx shall incur any liability for the actions or the omissions of the Pharmacist and/or any agent, or any employee used by the Pharmacist (including, without limitation, any Technician or assistant) in connection with this Agreement. On-Site Rx agrees to indemnify and hold harmless CLIENT from and against any cost, damage, expense, loss, liability, or obligation of any kind, including, without limitation, court costs and reasonable attorneys' fees, which CLIENT may incur in connection with On-Site Rx's furnishing of Pharmacists, Technicians, or their respective assistants, under this Agreement.

2.06 Other Licensed Pharmacy Professionals and Health Professionals – CLIENT agrees and acknowledges that a Pharmacist may from time to time have other pharmacists who will work as Pharmacists hereunder, or other persons who will assist the Pharmacist or a Technician, at CLIENT'S place of business in the event of an emergency (provided, however, that On-Site Rx will require the Pharmacist to ensure that the services provided by replacement individuals do not exceed the scope of their professional training and licensure). Any replacement Pharmacist will be duly licensed. This Article II shall apply in the same manner to the replacement Pharmacist or Technician as such Article applies to a regularly assigned Pharmacist or Technician. On-Site Rx shall also ensure, or require the Pharmacist to ensure, that all replacement Pharmacists who provide services hereunder have insurance coverage consistent with the requirements of the State Board of Pharmacy. On-Site Rx will also ensure that the professional liability insurance it provides pursuant to Paragraph 1.07 covers any replacement Pharmacist or Technician.

On occasion, the Pharmacist may have pharmacy interns associated with a pharmacy school to observe and assist the Pharmacist for educational and teaching purposes, under the Pharmacist's direct supervision. The same level of professional standards as set forth in Article II shall apply to pharmacy interns working under the direct supervision of the Pharmacist.

2.07 **Billing** – On-Site Rx shall contract with the Pharmacist to ensure that the Pharmacist will not bill or otherwise solicit any payment from Participants for any service provided by the Pharmacist without prior written approval of CLIENT.

2.08 **Medical Records** – On-Site Rx shall maintain pharmacy records with respect to all Participants, all of which shall be maintained in a professional manner consistent with the accepted practice of the community in which the Pharmacist provides the Pharmacy Services in connection with this Agreement. On-Site Rx shall also require the Pharmacist to comply with the HIPAA Privacy Rule and the terms of Paragraph 1.10 of this Agreement. On-Site Rx and CLIENT have previously executed or will execute a HIPAA Business Associate Agreement.

Pharmacy and medical records as allowed by HIPAA are considered the property of CLIENT and are in the custodial care of On-Site Rx for the term of this Agreement. All patient records maintained by the Pharmacist in connection with this Agreement shall be in the custodial care of the Pharmacist and On-Site Rx, as required by HIPAA, notwithstanding the availability of such records to CLIENT.

CLIENT understands and agrees that all pharmacy records and other protected information maintained by the Pharmacist will be held by the Pharmacist in strictest confidence, and that CLIENT will not be entitled to have access to the pharmacy records maintained by the Pharmacist, in the absence of an appropriate written authorization from Participant.

2.09 **Other Records** – On -Site Rx shall maintain inventory, point of sale, and all other necessary on-site pharmacy records. If the relationship between On-Site Rx and CLIENT is terminated, On-Site Rx warrants that it shall turn over all records, electronic or otherwise, that are

necessary to run the on-site pharmacies and necessary for the seamless transition to any successor to On-Site Rx. Reasonable and documented expenses incurred to transfer the records shall be the responsibility of CLIENT.

2.10 **Non-Compliance by the Pharmacist** – In the event that CLIENT becomes aware of any failure by the Pharmacist to comply with the obligations of the Pharmacist that are contemplated by this Agreement, CLIENT shall provide prompt written notice to On-Site Rx of such failure, which written notice shall describe the failure in reasonable detail, and On-Site Rx shall use its best efforts to address such failure. In the alternative, On-Site Rx may arrange for the substitution of another person as the Pharmacist. As provided in Paragraph 2.01, CLIENT shall have the right to require the immediate removal.

ARTICLE III
FINANCIALS AND ACCOUNTING

3.01 **Cost of Pharmaceuticals** – Ongoing purchases for the replenishment of inventory in CLIENT pharmacy shall be invoiced to CLIENT on the first (1st) and sixteenth (16th) of every month with a mutually agreed upon ETF process being set up to pay within three business days. Failure to pay within the timeframe outlined in this Paragraph, without a reasonable explanation may cause CLIENT to forfeit all prompt payment discounts from a wholesaler.

3.02 **Pharmacy Services Fee** – Client shall pay On-Site RX a Pharmacy Services Fee of \$14.46 per member per month during the initial one (1) year term of this Agreement. Pharmacy Services Fee shall increase by three percent (3%) per year simultaneous with the anniversary of the start date of this Agreement. (See rate table)

Contract Anniversary Date	PMPM Rate
1-Jan-22	\$ 14.46
1-Jan-23	\$ 14.89
1-Jan-24	\$ 15.34
1-Jan-25	\$ 15.80
1-Jan-26	\$ 16.27

On-Site RX shall invoice such Pharmacy Services Fees on the 25th day of each month for the upcoming month's services. On-Site Rx will debit CLIENT'S account on the third (3rd) business day via Electronic Funds Transfer ("EFT").

Both parties will enter good faith negotiations if the number of subscribers covered by the plan increases or decreases by more than fifteen (15%) percent from the initiation of this Agreement. Member volume for calculation of such fees shall be based on CLIENT'S monthly health plan enrollment as provided by CLIENT'S current health plan provider(s).

3.03 **Late Fees** – A penalty of 0.06% per day on any unpaid balance will be assessed for each day that any amount due hereunder remains unpaid. All late payment penalties will be invoiced separately. However, in no event shall the penalty be greater than the rate permitted by applicable law.

3.04 **Suspension of Services** – If, at any time, CLIENT fails to pay On-Site Rx within ten working days of the dates as outlined in Article III, then On-Site Rx may suspend all service until all fees and charges, including late fee penalties as outlined in Paragraph 3.04, are paid in full.

3.05 **Accounting** – CLIENT agrees to work with On-Site Rx to adopt internal protocols for the accounting of monies (cash, credit, debit, coupons) collected at the point of sale in the Pharmacy. Pharmaceutical activities at each CLIENT'S Pharmacy will be reported to the designated financial institution daily. Dispensed prescription reimbursements from the CLIENT'S designated PBM will be reconciled by On-Site Rx and paid to the CLIENT within ten (10) days of receipt by deposit into a bank account identified by CLIENT.

3.06 **Retention of Funds** – Under no circumstance, shall On-Site Rx, retain any portion of pharmacy funds from CLIENT'S prescription benefit manager (PBM). All funds shall be reconciled against actual utilization and returned to CLIENT by ACH each week.

3.07 **Payment Form** – All payments and transfer of funds contemplated in this Agreement from the CLIENT to On-Site Rx shall be completed as an Electronic Funds Transfer.

ARTICLE IV
TERM AND TERMINATION

4.01 **Term** – The term of this Agreement will be for a period of one (1) year and will renew with mutual agreement of the parties for four (4) additional one-year periods. Notice of intent to renew may be sent by either party to the other not later than 60 days prior to the end of each one-year term. A party's failure to send such notice may be excused at the sole option of the other party.

4.02 **Termination Based on a Material Failure to Perform** – This Agreement may be terminated by either CLIENT or On-Site Rx based on a material failure to perform, by providing the other party at least 60 days prior written notice. The party alleged to be the cause for termination will have 30 days to respond and remedy the cause. Should this party fail to remedy, within reason, the alleged failure to perform, the Agreement shall terminate at the end of the 60-day period.

4.03 **Effect of Expiration or Termination** – The expiration or the termination of this Agreement shall not affect the obligation of CLIENT to pay compensation to On-Site Rx or pay for any outstanding invoice for the period prior to such expiration or termination and shall not affect the obligation of On-Site Rx to provide services up to the time of such expiration or termination. In the event this Agreement expires or is terminated, On-Site Rx will arrange for Pharmacy records to be transferred to CLIENT or CLIENT'S chosen vendor in a HIPAA-compliant manner and in a format acceptable to On-Site Rx and CLIENT. Reasonable and documented costs associated with such transfer shall be the responsibility of CLIENT.

By the date of expiration or termination, or as otherwise mutually agreed, On-Site Rx will remove any of its property from the sites of Pharmacy Services. On-Site Rx will coordinate any return and refund or transfer of pharmaceuticals with CLIENT, to CLIENT'S reasonable satisfaction.

4.05 **Employment of Pharmacy Staff** – In the event of termination, CLIENT agrees that neither CLIENT, nor any entity acting on behalf of CLIENT (i.e., competitive vendor) will recruit for employment or employ any Pharmacists or Technicians assigned to CLIENT by On-Site RX for a period of twelve months following the expiration or termination of this Agreement.

ARTICLE V
MISCELLANEOUS

5.01 **Notice** – All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the party at the address set forth at the end of this Agreement or to such other address as the party may designate from time to time in accordance with this Paragraph 5.01. All notices and other communications shall be: (i) mailed by overnight delivery service, (ii) by certified or registered mail, return receipt requested, postage pre-paid; (iii) personally delivered; or (iv) sent by telecopy with a receipt confirmation. Notices mailed pursuant to this Paragraph 5.01 shall be deemed given upon receipt if by overnight delivery, as of three days after the date of mailing if by certified or registered mail, and notices personally delivered or sent by email or telecopy shall be deemed given at time of receipt.

5.02 **Transferability** – Neither CLIENT nor On-Site Rx may assign or otherwise transfer this Agreement to a third party without the prior written consent of the other party which may not be unreasonably withheld.

5.03 **Entire Agreement and Amendment** – This Agreement constitutes the entire agreement between CLIENT and On-Site Rx with respect to its subject matter. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by both CLIENT and On-Site Rx.

5.04 **Governing Law** – This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, without giving effect to its conflict of laws or provisions.

5.05 **Non-Disclosure** – CLIENT and On-Site Rx shall take all reasonable steps to ensure that all proprietary, confidential, and trade secret information acquired by virtue of the position of the other party under this Agreement shall not be disclosed or used outside of the business of either of the parties unless required or allowed by law. This includes information with respect to the terms of this Agreement or the business of CLIENT and/or On-Site Rx.

Nothing in this Paragraph shall be construed as preventing either party from continuing to use or disclose any information:

- (a) That is in the public domain
- (b) That subsequently becomes part of the public domain through no act of the party
- (c) That is disclosed to it by a third party, where said disclosure does not itself violate any contractual or legal obligation
- (d) That is independently developed by a party; or
- (e) That is known or used by it prior to this Agreement.

The burden of establishing the existence of (a) through (e) of this Paragraph 5.05 shall be upon the party attempting to use or disclose the information.

5.06 **Records** – The parties agree to maintain books, records, and documents generated by themselves or as reported by any contractor to them, insofar as they are related to work performed or money received under this Agreement, for a period of seven full years from the date of final payment for any obligation under or related to this Agreement. Accounting records shall be prepared in accordance with generally accepted accounting principles.

5.07 **Successors** – This Agreement is binding upon the parties, their successors, and assigns. Should On-Site RX anticipate a change in ownership or management it shall give 30 days prior written notice to CLIENT.

5.08 **Force Majeure** – In the event of either party hereto being rendered unable, wholly or in part, by reason of *force majeure*, to carry out its obligations hereunder, the obligations of the disabled party shall be suspended during the continuance of any inability so caused, but for no longer period, and its failure to perform shall not be a breach hereof. Provided, however, that such party suffering the *force majeure* event shall: (i) deliver prompt notice to the party to whom the obligations are due of the occurrence of such event (such notice to describe the circumstances

creating the event and the steps that such party proposes to take to eliminate the event or the effects thereof); (ii) use its best efforts to eliminate such event or the effects thereof and deliver weekly status reports regarding such efforts to the party to whom the obligations are due; (iii) promptly deliver notice to the party to whom the obligations are due when such event has been eliminated or has ceased to prevent the performance of the suffering party's obligations; and (iv) proceed to fulfill or perform such obligations as soon as reasonably practical after the event has been eliminated.

5.09 **Indemnification** – On-Site Rx shall indemnify and hold harmless CLIENT for any and all claims arising from its performance of this Agreement or the acts or omissions of any Pharmacists, Technicians or other staff it assigns for the performance of this Agreement. Furthermore, On-Site Rx agrees to provide the above-mentioned duties and/or services for the above compensation as independent contractors and not as employees of CLIENT. On-Site Rx agrees to pay all applicable taxes incurred in performance of this Agreement, and further to indemnify and hold CLIENT harmless from any premium, fee, assessment or tax, or penalty for failure to pay the same, including any self-employment tax, that their independent contractors assigned to perform this Agreement may incur.

5.10 **Non-Discrimination** – The parties hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to unlawful discrimination in the performance of this Agreement or in the employment practices of the parties on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Georgia law.

IN WITNESS WHEREOF, CLIENT and Onsite-Rx have executed and delivered this Agreement as of the date first above written.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

HALL COUNTY

By:

Richard Higgins, Chairman

ATTEST:

Lisa A. Ritchie (SEAL)
Lisa A. Ritchie, County Clerk

APPROVED AS TO FORM:

Van Stephens
Van Stephens, County Attorney

March 21, 2022
Date

By

Dan Doebler

Dan Doebler

Printed Name

President

Title

210 Washington Street, N.W., Suite 101

Address

Gainesville

City

Georgia

State

30501

Zip



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Date: 06/18/2024

To: Richard Higgins, Chairman, BOC

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: N/A

Bid/Contract Name: Hall County Family Health Center Pharmacy Management Services

Department(s) Requesting Contract: HR

Award Recipient Name: On-Site Rx

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$552,250

Price Increase Requested Increase Percentage: 3%

Project/Service Contract Estimated Amount: \$560,746

Product Contract Estimated Amount: N/A

Comments: Year three (3) of a five (5) year contract. On-Site Rx provides licensed pharmacists, pharmacy services, expertise and benefit guidance at the Hall County Family Health Center Pharmacy on behalf of the County.

On-Site Rx is in a trusted vendor in good standing with the County. There is a slight price increase requested by the provider as noted in the original agreement.



Hall County Government
FINANCIAL SERVICES

May 13, 2024

On-Site Rx, Inc.

210 Washington St NW,
Gainesville, GA 30501

Attn: Dan Doebler, President

Attn: Michelle Woodruff, Vice President of Pharmacy Operations

Email: michelle.woodruff@on-siterx.com

Ph: (770)532-1551 x 102

Subject: Pharmacy Service Agreement

Dear Dan,

Please find attached Contract Renewal for year three (3) of five (5), extending 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 counter signature by the Hall County Commission Chairman.

In addition, please also find attached Addendum #001, agreeing to modifying the agreement section 1.09 from a Client merchant agreement to an On-Site Rx managed merchant agreement for processing fees.

Sincerely;

Andy Penick
Issuing Officer
Hall County, Georgia

State of Georgia

County of Hall

Contract Renewal for year three (3) of five (5)

Title: Pharmacy Service Agreement

Effective Date: 01/01/2024

Whereas, the Agreement entered into on January 1, 2022 remains in force between Hall County, Georgia (Herein "Client") located at 2875 Browns Rd., Gainesville, Georgia 30504 and On-Site Rx, Inc. (herein "Contractor") of 210 Washington St NW, Gainesville, GA 30501, and

Whereas, the Parties desire to extend the contract period for an additional one (1) year term from January 1, 2024 through December 31, 2024 in accordance with the same Terms and Conditions and pricing of the original Agreement, and

Whereas, the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement to modify the agreement as follows:

1. By extending the contract term through December 31, 2024
2. Allow for price adjustments, if any, as agreed
3. Change Orders: Any and all change orders must be approved by the County's purchasing Division prior to any additional work being performed.

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

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

On-Site Rx, Inc.

HALL COUNTY, GEORGIA

By: [Signature]

By: _____

Print Name: Daniel W. Doebler

Richard Higgins, Chairman
Hall County Board of Commissioners

Title: President

Date: _____

Sworn to and subscribed before me this

Attestment: _____
Board of Commissioners Clerk

14 Day of May, 2024

Notary Public: [Signature]

Notary commission expires: 12/18/2027

APPROVED AS TO FORM
[Signature]
William J. Linkous III, County Attorney

[Locus Sigilli - Seal or Stamp]
NANCY LANCASTER
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires Dec. 18, 2027



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 355/2024

SUBJECT: Approve the FY 2025 annual contract renewal for property and casualty insurance brokers (Gallagher Bassett Services, Inc. and Arthur J. Gallagher Company), insurance program coverages, fees, and third party administrator (TPA) services in the amount of \$1,812,139.00; and authorize the Chairman to execute all related documents.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: DLJ

Recommendation:

Department recommends the approval of the FY 2025 contract renewal for the Property & Casualty Insurance program, which includes the Gallagher Bassett TPA services and Arthur J. Gallagher risk management fees, authorizing the Chairman to execute all related documents.

Purpose of Request:

The purpose of this request is to approve the annual contract for the Property & Casualty insurance program for FY 2025. This insurance program consists of coverages for property, general liability, automobile, crime, terrorism & sabotage, excess liability, public officials liability, law enforcement, law enforcement off duty, cyber liability, aviation, AD&D, TPA fee, risk management fees, and actuarial.

History:

Hall County has utilized the brokerage services of Arthur J. Gallagher Risk Management Services, Inc., since 2016.

Facts and Issues:

Options:

The total program cost for the FY 2025 plan year is \$1,812,139.00 **which is an increase of 16.4%**. Some of the lines of business under the Property & Casualty umbrella experienced an increase in premiums due to the claims experience: auto liability (7.1%) increased due to the vehicle replacement cost value and the recent vehicle audit which increased our Total Insured Value (TIV) by 62.8%; and property insurance (11.5%) increase due to the increased property values and an increase in the market rates.

For this renewal there was a minor increase in Off-Duty Liability insurance (4.7%), Terrorism & Sabotage (7.7%); Cyber Security liability saw a decrease of (16.1%) due to our increased training efforts; Law Enforcement AD&D decreased by (3.2%); decrease in Crime Liability (1.5%) and no change in Drone Coverage.

The TPA services experienced a (10.2%) increase.

Funding Requested	\$ 1,812,139.00
Are funds within current budget?	Yes
Source of Funds	Risk Management Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-30

Approvals:

Submit	Approve	Budget	Finance
LJ	LJ	EW	TS
Attorney	Administration		Clerk
WLI	CR		JR

Attachments:

- Financial Supplement
- Signature Request
- Hall County Proposal
- Hall County Gallagher Bassett Cost and Terms
- Hall County BOC CATB
- Allianz Tria Form
- TRIA Form



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

AGENDA ITEM 355/2024

Funds Requested: \$ 1,812,139.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Risk Management Fund

Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	602-RISK MANAGEMENT FUND	1555 - RISK MANAGEMENT	552401-PROPERTY & CASUALTY PREMIUMS	\$1,664,476.00
2025	602-RISK MANAGEMENT FUND	1555 - RISK MANAGEMENT	552100- ADMINISTRATIVE INSURANCE FEES	\$147,663.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DLJ

Phone: 770-531-6712



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples

Date: 06/18/2024

To: Richard Higgins, Chairman, BOC

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: N/A

Bid/Contract Name: Property and Casualty Insurance

Department(s) Requesting Contract: Human Resources

Award Recipient Name: Gallagher Bassett Services, Inc. and Arthur J. Gallagher Company

Contract Description: Insurance program coverages, fees, and third-party administrator (TPA) services

Annual Contract New Renewal

Prior Year's Spend: \$1,562,433.00

Price Increase Requested Increase Percentage: 16.4%

Project/Service Contract Estimated Amount: \$1,812,139.00

Product Contract Awarded Amount:

FY 2025 contract renewal for the Property & Casualty Insurance program, which includes the Gallagher Bassett TPA services and Arthur J. Gallagher risk management fees. Price increase is 16.4% for FY 2025.

**CONTRACT EXECUTION SIGNATURE REQUEST
PRICE INCREASE DETAILS**

Bid/Contract No:

Bid/Contract Name: Property and Casualty Insurance

Price increase: 16.4%



Proposal of Insurance

Hall County Board of Commissioners

2875 Browns Bridge Rd
Gainesville, GA 30504

Arthur J. Gallagher Risk Management Services LLC
Scott Thomason | Senior Vice President Southeast Regional Practice
Leader Public Sector
Scott_Thomason@ajg.com | (678) 393-5234

Presented: June 12, 2024

AJG License Nos. IL 100292093 / CA 0D69293



ajg.com

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Gallagher

Insurance | Risk Management | Consulting

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Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

<i>Service Team</i>	<i>Role</i>	<i>Email</i>	<i>Phone</i>
Scott Thomason Producer	Senior Vice President Southeast Regional Practice Leader Public Sector	Scott_Thomason@ajg.com	(678) 393-5234 (p)
John Beckett Account Executive	Client Service Executive	John_Beckett@ajg.com	(678) 393 5282 (p)
Anthony Valentine Client Service Manager II	Client Service Manager	Anthony_Valentine@ajg.com	(678) 301-1825 (p)

Program Structure

Named Insured

<i>Named Insured</i>	<i>Property</i>	<i>Crime</i>	<i>General Liability</i>	<i>Law Enforcement Liability</i>	<i>Package</i>	<i>Auto Physical Damage</i>	<i>Cyber Liability</i>	<i>Aviation</i>	<i>Terrorism Standalone</i>
Hall County Board of Commissioners	X	X	X	X	X	X	X	X	X

OMNIBUS WORDING - Auto Physical Damage

Note: Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

<i>Line Of Coverage</i>	<i>Insurance Company ** (AM Best Rate/Financial Strength)</i>	<i>Market Response</i>	<i>Admitted</i>
Property	Fireman's Fund Insurance Company (A+ XV)	Quoted	Admitted
Property	GovPro Program (Shared & Layered) (A- VII) TIV: \$313,858,181 Per Schedule on File with AJG Atlanta	Non-Binding Indication	Non-Admitted
Crime	Travelers Casualty and Surety Co of America (A++ XV)	Quoted	Admitted
General Liability	Zurich American Insurance Company (A+ XV)	Quoted	Admitted
Law Enforcement Liability	Lexington Insurance Company (A XV)	Quoted	Non-Admitted
Package	Safety National Casualty Corporation (A++ XV)	Quoted	Admitted
Auto Physical Damage	Safety National Casualty Corporation (A++ XV)	Quoted	Admitted
Cyber Liability	Berkley Assurance Company (A+ XV)	Quoted	Non-Admitted
Aviation	American Alternative Insurance Corp (A+ XV)	Quoted	Admitted
Terrorism Standalone	Indian Harbor Insurance Company (A+ XV)	Quoted	Non-Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Location Schedule

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
General Liability	1/1	2875 Browns Bridge Rd Gainesville, GA 30504
Property	1	2928 Atlanta Highway Gainesville GA 30501
	2	2515 Atlanta Highway Gainesville GA 30501
	3	734 East Crescent Drive Gainesville GA 30501
	4	470 Crescent Drive Gainesville GA 30501
	6	111 Spring Street Gainesville GA 30501
	7	111 Spring Road Gainesville GA 30501
	8	1855 Calvary Church Road Gainesville GA 30507
	9	2318 Brown Bridge Road Gainesville GA 30504
	10	3500 Keith Bridge Road Gainesville GA 30504
	11	3100 Old Cleveland Highway Gainesville GA 30506
	12	7008 Chestnut Street Gainesville GA 30501
	14	1700 Oakbrook Drive Gainesville GA 30507
	16	440 Prior Street Gainesville GA 30501
	17	1280 Athens Street Gainesville GA 30507
	18	5040 Poplar Springs Road Gainesville GA 30507
	20	3005 Sardis Road Gainesville GA 30506
	23	731 East Crescent Drive Gainesville GA 30501
	24	2460 Athens Highway Gainesville GA 30507
	25	6012 Hulsey Road Clermont GA 30527
	26	2940 Mcever Road Gainesville GA 30504

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
	27	4187 Falcon Parkway Flowery GA 30542
	28	210 Green Street Gainesville GA 30501
	29	4890 Winder Highway Gainesville GA 30542
	30	5608 Highway 52 Gainesville GA 30543
	31	5625 Bark Camp Road Murrayville GA 30564
	32	1280 Athens Street Gainesville GA 30507
	33	1945 Calvary Church Road Gainesville GA 30507
	34	731 East Crescent Drive Gainesville GA 30501
	35	6175 Gaines Ferry Road Gainesville GA 30542
	36	6170 Lula Road Gainesville GA 30554
	38	645 Main Street Gainesville GA 30501
	40	1680 Barber Road Gainesville GA 30507
	42	2434 Old Cornelia Highway Gainesville GA 30507
	43	4796 Thompson Bridge Road Gainesville GA 30506
	44	127 North Main Gainesville GA 30501
	46	5575 Jim Crowe Road Gainesville GA 30542
	47	5575 Jim Crow Road Gainesville GA 30501
	48	2500 Allen Creek Road Gainesville GA 30507
	49	2709 Sardis Road Gainesville GA 30506
	50	2665 Allen Creek Road Gainesville GA 30507
	51	225 Green Street Gainesville GA 30501
	53	641 Main Street Gainesville GA 30501
	54	4450 Falcon Parkway

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
		Flowery Branch GA 30542
	55	5751 Whitehall Road Gainesville GA 30554
	57	1670 Barber Road Gainesville GA 30507
	58	7201 Spouts Spring Road Gainesville GA 30542
	61	3152 Gillsville Highway Gainesville GA 30507
	62	3912 P-Davison Road Gainesville GA 30507
	63	1700 Barber Road Gainesville GA 30507
	64	6488 Spout Springs Road Flowery Branch GA 30542
	67	2000 Cleveland Highway Gainesville GA 30506
	68	6818 Spout Springs Road Flowery Branch GA 30542
	70	4219 Autry Spur Gainesville GA 30506
	71	4723 East Reed Road Gainesville GA 30507
	72	1688 Barber Road Gainesville GA 30507
	73	4491 JM Turk Flowery Branch GA 30542
	74	4175 Nopone Road Gainesville GA 30506
	75	5579 Cool Springs Road Gainesville GA 30506
	76	819 Dixie Street Gainesville GA 30501
	77	1415 Shirley Road Gainesville GA 30506
	78	4660 Ledan Extension Gainesville GA 30506
	80	122 Dean Street Clermont GA 30527
	81	116 South East Spring Gainesville GA 30501
	84	1415 Shirley Road Gainesville GA 30501
	87	7345 Cody Drive Gainesville GA 30542

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
	88	2709 Sardis Road Gainesville GA 30506
	89	1195 Jessie Jewell Parkway Southwest Gainesville GA 30501
	90	5711 Holliday Road Buford GA 30518
	91	2094 Memorial Park Drive Gainesville GA 30504
	92	2314 Murphy Boulevard Gainesville GA 30504
	93	2314 Murphy Boulevard Gainesville GA 30504
	94	3126 Gillsville Highway Gainesville GA 30507
	95	3144 Gillsville Highway Gainesville GA 30507
	96	2859 Browns Bridge Road Gainesville GA 30504
	97	5867 Blackjack Road Flowery Branch GA 30542
	98	1694 Barber Road Gainesville GA 30507
	99	1698 Barber Road Gainesville GA 30507

Full Program Details

Property

<i>Carrier Information</i>	<i>Proposed</i>
Policy Term	6/30/2024 - 6/30/2025
Carrier	Fireman's Fund Insurance Company
A.M. Best Rating	A+ XV
Admitted/Non-Admitted	Admitted
Payment Plan	Annual Payment
Payment Method	Agency Bill

<i>Premium & Exposures</i>	<i>Proposed</i>
Premium	\$414,911.00
Minimum Type	None
Estimated Cost	\$414,911.00

<i>Standard Coverages</i>	<i>Proposed</i>
Business Real Property, Business Personal Property - Blanket - Loc.# All	\$327,882,818
Business Income, Extra Expense - Blanket - Loc.# All	\$5,000,000
Earth Movement - Blanket - Loc.# All	
Per Loss Event	\$10,000,000
Annual Aggregate	\$10,000,000
Flood - Blanket - Loc.# All	
Per Loss Event	\$10,000,000
Annual Aggregate	\$10,000,000

<i>Additional Coverages</i>	<i>Proposed</i>
Sublimits	
Accounts Receivable - Loc.# All	\$5,000,000
Data, Media, Software - Loc.# All	\$5,000,000
Personal Effects - Loc.# All	\$1,000,000
Personal Property of Others - Loc.# All	\$1,000,000
Prototypes - Loc.# All	\$1,000,000
Research and Development Documentation - Loc.# All	\$1,000,000
Valuable Papers and Records - Loc.# All	\$5,000,000
Property Damage - Loc.# all	
Consequential Loss Assumption Coverage	\$250,000
Contract Penalty Clause Coverage	\$250,000
Debris Removal Coverage	
Debris of Property Insured	\$10,000,000
Debris of Property Owned by Others	\$250,000
Extended Warranty Coverage	\$250,000

Additional Coverages	Proposed
Fine Arts Coverage	
Miscellaneous Unscheduled Fine Arts	
Any One Item, Pair or Set	\$50,000
Per Occurrence or Loss Event	\$250,000
Fine Arts While at an Exhibition, Exposition, Fair, Or Trade Show	\$50,000
Fire Department Service Charge Coverage	\$250,000
Fire Equipment Protection Coverage	\$250,000
Installation Coverage	\$250,000
Loss Avoidance or Mitigation Coverage	\$250,000
Mobile Communication Equipment Coverage	\$250,000
Money and Securities Coverage	\$100,000
Money Orders and Counterfeit Currency Coverage	\$100,000
Realty Tax Coverage	\$100,000
Removal of Property Coverage	\$100,000
Reward Coverage	
Any One Person	\$10,000
Per Occurrence or Loss Event	\$100,000
Salesperson's Samples Coverage	\$25,000
Tenant's Lease Agreement Coverage	\$250,000
Theft of Precious Commodities Coverage	\$100,000
Business Income and Extra Expenses - Loc.# all	
Business Access Coverage	\$1,000,000
- Miles or Days	1 Mile(S)
Civil Authority Coverage	\$1,000,000
- Miles or Days	1 Mile(S)
Delayed Occupancy Coverage	\$1,000,000
Expediting Expense Coverage	\$1,000,000
Extended Business Income and Extra Expense Coverage	
Business Income Coverage	180 Day(S)
Extra Expense Coverage	180 Day(S)
Leasehold Interest Coverage	\$1,000,000
Research and Development Operations Coverage	\$1,000,000
Tenant Moving Coverage	\$1,000,000
Property, Business Income and Extra Expenses - Loc.# all	
Communicable Disease Coverage	
Per Occurrence or Loss Event	\$25,000
Annual Aggregate	\$25,000
Fungus Remediation Coverage	\$50,000
Loss Adjustment Expense Coverage	\$500,000

Additional Coverages	Proposed
Newly Acquired Location Coverage	\$2,500,000
Ordinance or Law Coverage - Coverage a Through E	See Below
Outdoor Trees, Shrubs, Plants, And Lawn Coverage	
Any One Tree, Shrub, Plant, Or Lawn	\$2,500
Per Occurrence or Loss Event	\$250,000
Pollutant Cleanup Coverage	
Per Occurrence or Loss Event	\$500,000
Annual Aggregate	\$500,000
Trade Show Coverage	\$500,000
Transit Coverage	
Your Vehicles	\$500,000
Carriers for Hire	\$500,000
International Air Shipments	\$500,000
Unintentional Property Errors and Omissions Coverage	\$2,500,000
Unnamed Location Coverage	\$2,500,000
Utility Services Coverage	\$2,500,000
Ordinance or Law Coverage - Loc.# all	
Coverage a	Included
Coverage B & C Blanket	\$5,000,000
Coverage D	\$2,500,000
Coverage E	\$1,000,000
Unscheduled Dependent Property	
Blanket Per Occurrence Limit(S) of Insurance	\$100,000
Equipment Breakdown Coverage Limits of Insurance	
Property Insured	Follows Applicable Limit
Business Income Coverage	Follows Applicable Limit
Extra Expense Coverage	Follows Applicable Limit
Expediting Expense Coverage	\$250,000
Hazardous Substance Coverage	\$250,000
Perishable Stock Coverage	\$250,000
Data Restoration Coverage	\$250,000
Service Interruption Coverage	\$50,000
Fungus Remediation Coverage	\$50,000
Property-Gard Pinnacle - Additional Property Insured Subject to Sublimits of Insurance	
Buildings While in the Course of Construction - Loc.# all	\$1,000,000
Valuable Papers and Records - Library Books and Other Items Available for Loan or Rent to Customers - Loc.# 1,42-44, 64,74	\$500,000
Special Provisions	

Additional Coverages	Proposed
Property Insured Maximum	\$100,000,000
Miscellaneous Unscheduled Mobile Equipment	
Any One Item	\$50,000
Per Occurrence or Loss Event	\$150,000
Extensions of Coverage Applicable Only to Property Coverage Schedule of Individually Described Mobile Equipment	
Various, Valued \$199,999 or Less, Per Schedule on File	\$9,070,020
Various, Valued \$200,000 or Greater, Per Schedule on File	\$5,682,058
Various, Per Schedule on File	\$2,000,000
Rental Reimbursement Coverage	\$10,000
- Consecutive Calendar Days	60 Days
Newly Acquired Mobile Equipment Coverage	\$50,000
- Consecutive Calendar Days	60 Days

Deductibles/SIR	Proposed
Deductible: Business Real and Personal Property - Loc.# All	\$50,000
Deductible: Time Element - Loc.# All	48 Hours
Deductible: Property Damage - Loc.# All	
Deductible: Consequential Loss Assumption Coverage	Policy Deductible
Deductible: Contract Penalty Clause Coverage	Policy Deductible
Deductible: Debris Removal Coverage	
Deductible: Debris of Property Owned by Others	Policy Deductible
Deductible: Extended Warranty Coverage	Policy Deductible
Deductible: Fine Arts Coverage	
Deductible: Miscellaneous Unscheduled Fine Arts	
Deductible: Any One Item, Pair or Set	Policy Deductible
Deductible: Per Occurrence or Loss Event	Policy Deductible
Deductible: Fine Arts while at an Exhibition, Exposition, Fair, or Trade Show	Policy Deductible
Deductible: Fire Department Service Charge Coverage	Policy Deductible
Deductible: Installation Coverage	Policy Deductible
Deductible: Mobile Communication Equipment Coverage	Policy Deductible
Deductible: Money and Securities Coverage	Policy Deductible
Deductible: Money Orders and Counterfeit Currency Coverage	Policy Deductible
Deductible: Realty Tax Coverage	Policy Deductible
Deductible: Salesperson's Samples Coverage	Policy Deductible

Deductibles/SIR	Proposed
Deductible: Tenant's Lease Agreement Coverage	Policy Deductible
Deductible: Theft of Precious Commodities Coverage	Policy Deductible
Deductible: Business Income and Extra Expenses - Loc.# All	
Deductible: Business Access Coverage	24 Hour(s)
Deductible: Civil Authority Coverage	24 Hour(s)
Deductible: Delayed Occupancy Coverage	Policy Deductible
Deductible: Leasehold Interest Coverage	Policy Deductible
Deductible: Research and Development Operations Coverage	Policy Deductible
Deductible: Tenant Moving Coverage	Policy Deductible
Deductible: Property, Business Income and Extra Expenses - Loc.# All	
Deductible: Communicable Disease Coverage	
Deductible: Per Occurrence or Loss Event	Policy Deductible
Deductible: Fungus Remediation Coverage	Policy Deductible
Deductible: Loss Adjustment Expense Coverage	Policy Deductible
Deductible: Newly Acquired Location Coverage	Policy Deductible
Deductible: Outdoor Trees, Shrubs, Plants, and Lawn Coverage	
Deductible: Per Occurrence or Loss Event	Policy Deductible
Deductible: Pollutant Cleanup Coverage	
Deductible: Per Occurrence or Loss Event	Policy Deductible
Deductible: Trade Show Coverage	Policy Deductible
Deductible: Transit Coverage	
Deductible: Your Vehicles	Policy Deductible
Deductible: Carriers for Hire	Policy Deductible
Deductible: International Air Shipments	Policy Deductible
Deductible: Unintentional Property Errors and Omissions Coverage	Policy Deductible
Deductible: Unnamed Location Coverage	Policy Deductible
Deductible: Business Income Deductible	24 Hours
Deductible: Unscheduled Dependent Property	
Deductible: Time Element Deductible	48 Hour(s)
Deductible: Time Element Minimum Deductible	\$50,000
Deductible: Property Damage Deductible - Loc.# All	\$50,000
Deductible: Time Element Deductible - Loc.# All	48 Hour(s)
Deductible: Property Damage Deductible - Loc.# 1-4, 6-12, 14, 16-18, 20, 23-36, 38, 40, 42-44, 46-51, 53-54, 57-58, 61-64, 67-73, 75-78, 80-81, 84, 87-99	\$50,000

Deductibles/SIR	Proposed
Deductible: Time Element Deductible - Loc.# 1-4, 6-12, 14, 16-18, 20, 23-36, 38, 40, 42-44, 46-51, 53-54, 57-58, 61-64, 67-73, 75-78, 80-81, 84, 87-99	48 Hour(s)
Deductible: Property-Gard Pinnacle - Combined Dollar Deductible - Specified Causes of Loss	
Deductible: Combined Dollar Deductible - Loc.# 55, 74	\$500,000
Deductible: Buildings while in the course of construction - Loc.# All	\$50,000
Deductible: Valuable Papers and Records - Library Books and other items available for loan or rent to customers - Loc.# 1,42-44, 64,74	\$25,000
Deductible: Equipment Breakdown Coverage Deductibles - Deductible Per Accident	
Deductible: Property Insured	\$50,000
Deductible: Time Element Loss	48 Hour(s)
Deductible: Miscellaneous Unscheduled Mobile Equipment	
Deductible: Any One Item	Policy Deductible
Deductible: Per Occurrence or Loss Event	\$10,000
Deductible: Newly Acquired Mobile Equipment Coverage	\$10,000

Valuations	Proposed
Actual Cash Value	Miscellaneous Unscheduled Mobile Equipment - 4Per Occurrence or Loss Event
Actual Cash Value	Mobile Equipment

Endorsements (including but not limited to)
Property Coverage Section - Declarations
Property-Gard Pinnacle Coverage Form - 250000 01 13
Property-Gard Pinnacle - Additional Covered Causes of Loss - 250001 01 13
Property-Gard Pinnacle - Additional Property Insured Subject to Sublimits of Insurance - 250011 01 13
Property-Gard Pinnacle - Extended Notice of Cancellation or Nonrenewal - 250023 01 15
Property-Gard Pinnacle - Equipment Breakdown Coverage Endorsement - 250048 01 13
Property-Gard Pinnacle - Combined Dollar Deductible - Specified Causes of Loss - 250065 01 13
Property-Gard Pinnacle - Georgia State Exception Endorsement - 250075 10 17
Property-Gard Pinnacle - Blanket Mortgage Holder or Loss Payee Provisions - 250126 01 15
Property-Gard Pinnacle - Mobile Equipment Coverage - 250131 10 17

Exclusions (including but not limited to)
Earth Movement Exclusion
Flood Exclusion
Government Action Exclusion
War Exclusion

Exclusions (including but not limited to)
Nuclear Hazard, Power Failure
Certified Acts of Terrorism Exclusion - 145913 01 15
Property-Gard Pinnacle - Protective Safeguard and Conditional Exclusion Endorsement - 250016GA 10 17
Property-Gard Pinnacle - Library Valuable Papers and Records Exclusion - 250019 01 13
Property-Gard Pinnacle - Conditional Vacancy Exclusion - 250050GA 10 17

Perils Covered:

Type	Description
Special Form Perils	Applies

Other Significant Terms and Conditions/Restrictions:

Description
Cancellation Notice for other than Nonpayment of Premium Consecutive Calendar Days 60 Days
Notice of Nonrenewal Consecutive Calendar Days 60 Days

Crime

<i>Carrier Information</i>	<i>Proposed</i>
Policy Term	6/30/2024 - 6/30/2025
Carrier	Travelers Casualty and Surety Co of America
A.M. Best Rating	A++ XV
Admitted/Non-Admitted	Admitted
Payment Plan	Annual Payment
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$3,468.00
Minimum Type	None
Estimated Cost	\$3,468.00

Standard Coverages	Proposed
Crime Insuring Agreements	
A - Fidelity - 1. Employee Theft	See Endorsement
B - Forgery or Alteration - Single Loss	\$1,000,000
C - On Premises - Single Loss	\$1,000,000
D - In Transit - Single Loss	\$1,000,000
E - Money Orders and Counterfeit Money - Single Loss	\$1,000,000
F - Computer Crime	
1. Computer Fraud - Single Loss	\$1,000,000
2. Computer Program and Electronic Data Restoration Expense - Single Loss	\$100,000
G - Funds Transfer Fraud - Single Loss	\$1,000,000
H - Personal Accounts Protection	
1. Personal Accounts Forgery or Alteration - Single Loss	\$1,000,000
2. Identity Fraud Expense Reimbursement - Single Loss	\$25,000
I - Claim Expense - Single Loss	\$25,000

Deductibles/SIR	Proposed
Crime Insuring Agreements	
Retention - B - Forgery or Alteration - Single Loss	\$10,000
Retention - C - On Premises - Single Loss	\$10,000
Retention - D - In Transit - Single Loss	\$10,000
Retention - E - Money Orders and Counterfeit Money - Single Loss	\$10,000
Retention - F - Computer Crime	
Retention - 1. Computer Fraud - Single Loss	\$10,000

Deductibles/SIR	Proposed
Retention - 2. Computer Program and Electronic Data Restoration Expense - Single Loss	\$1,000
Retention - G - Funds Transfer Fraud - Single Loss	\$10,000
Retention - H - Personal Accounts Protection	
Retention - 1. Personal Accounts Forgery or Alteration - Single Loss	\$10,000

Form Type	Proposed
Form Type	Crime

Definition Of Claim:
Refer to policy forms

Run Off Provisions:
Refer to policy forms

Incident/Claim Reporting Provision:
Refer to policy forms

Endorsements (including but not limited to)
Crime Declarations Page - CRI-2001-0109
Crime Policy Form - CRI-3001-0109
Removal of Short-Rate Cancellation Endorsement - ACF-7006-0511
Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition - CRI-19072-0315
Social Engineering Fraud Insuring Agreement Endorsement - CRI-19085-0919
Amendatory Endorsement for Certain ERISA Considerations - CRI-19101-1117
Telecommunication Fraud Insuring Agreement Endorsement - CRI-19115-0519
Delete Exclusion For Prior Losses Involving Subsidiaries Endorsement - CRI-19122-1120
Replace Consolidation, Merger Or Purchase Of Assets And Acquisitions General Agreements Endorsement - CRI-19134-0623
Georgia Changes Endorsement - CRI-4004-0109
Georgia Cancellation or Termination Endorsement - CRI-5011-0613
Government Entity Crime Endorsement - CRI-7125-0109

Exclusions (including but not limited to)
Third Party Employee Dishonesty
Government Action Exclusion
Accounting or Arithmetic Errors
Voluntary Parting of Property
Loss in which the existence of such loss is only proved by a profit and loss comparison or inventory records
Any theft or criminal act committed by a partner of the insured
Employee Dishonesty (does not apply to Employee Theft Coverage)

Law Enforcement - AD&D

<i>Carrier Information</i>	<i>Proposed</i>
Policy Term	6/30/2024 - 6/30/2025
Carrier	Zurich American Insurance Company
A.M. Best Rating	A+ XV
Admitted/Non-Admitted	Admitted
Payment Plan	Annual Payment
Payment Method	Agency Bill

<i>Premium & Exposures</i>	<i>Proposed</i>
Premium	\$17,449.00
Minimum Type	None
Estimated Cost	\$17,449.00

<i>Standard Coverages</i>	<i>Proposed</i>
Aggregate Limit of Liability per Covered Accident	\$250,000

<i>Form Type</i>	<i>Proposed</i>
Form Type	General Liability - Occurrence

<i>Exclusions (including but not limited to)</i>
General Liability - Bodily Injury and Property Damage from pollutants - Absolute Exclusion
General Liability - Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft, with some minor exceptions including certain contractual obligations
General Liability - Employment Related Practices Exclusion
General Liability - Liquor Liability Exclusion
General Liability - Aircraft Products Exclusion
General Liability - Professional Liability Exclusion
General Liability - Real Property in Your Care, Custody, and Control Exclusion
General Liability - Absolute Asbestos Exclusion
General Liability - Absolute Lead Exclusion
General Liability - War and Nuclear Hazard
General Liability - Mold / Fungus
EBL - Dishonest, fraudulent, criminal or malicious act or omission
EBL - Bodily Injury or Property Damage or Personal Injury
EBL - Failure of performance of contract
EBL - Failure of any investment to perform as represented by you
EBL - Failure to comply with mandatory provisions of any law concerning Workers' Compensation, unemployment insurance, social security or disability benefits
EBL - Wrongful termination of an employee
EBL - Coercion, demotion, reassignment, discipline or harassment of an employee
EBL - Discrimination against an employee

Law Enforcement Liability – (Off Duty)

<i>Carrier Information</i>	<i>Proposed</i>
Policy Term	6/30/2024 - 6/30/2025
Carrier	Lexington Insurance Company
A.M. Best Rating	A XV
Admitted/Non-Admitted	Non-Admitted
Payment Plan	Annual Payment
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$68,961.00
- Policy Fee	\$350.00
Minimum Type	Minimum Earned Premium
Minimum Amount	25.00%
Ga Surplus Lines Tax 4% of Premium	\$2,772.44
Estimated Cost	\$72,083.44

Standard Coverages	Proposed
Law Enforcement Liability - Each Occurrence	\$1,000,000
Law Enforcement Liability - Annual Aggregate	\$2,000,000

Deductibles/SIR	Proposed
Deductible - Law Enforcement Liability - Including LAE	\$25,000

Form Type	Proposed
Form Type	Law Enforcement Liability - Occurrence

Definition Of Claim:
Refer to policy form

Run Off Provisions:
Refer to policy form

Incident/Claim Reporting Provision:
Refer to policy form

Endorsements (including but not limited to)
Policy Form - PRG 4124 (11-22)
Economic Sanctions Endorsement - 89644 6-13
25% Minimum Earned Premium Endorsement - PRG 4131 11-22
Service of Suit Condition Endorsement - PRG 2023 5-14
Georgia Amendatory Endorsement - Cancellation and NonRenewal - GA-52138
Moonlighting Coverage Endorsement - PRG 4167 12-22

Exclusions (including but not limited to)

Access or Disclosure of Confidential or Personal Information Exclusion Endorsement - PRG 4125 11-22

Recording and Distribution of Material or Information in Violation of Law Excl Endt - 119914 10-16



Package (General Liability, Law Enforcement Liability, Public Officials and Employment Practices, Auto Liability)

<i>Carrier Information</i>	<i>Proposed</i>
Policy Term	6/30/2024 - 6/30/2025
Carrier	Safety National Casualty Corporation
Admitted/Non-Admitted	Admitted
Payment Plan	Annual Payment
Payment Method	Agency Bill

<i>Premium & Exposures</i>	<i>Proposed</i>
Premium	\$788,595.00
TRIA	\$1,591.00
Minimum Type	None
Estimated Cost	\$790,186.00

Package - General Liability

<i>Standard Coverages</i>	<i>Proposed</i>
General Liability Aggregate	\$5,000,000
Products-Completed Operations Aggregate	\$5,000,000
Each occurrence	\$5,000,000
Employee Benefits Liability	
Each employee	\$5,000,000
Employee Benefits Annual Aggregate	\$5,000,000

<i>Deductibles/SIR</i>	<i>Proposed</i>
SIR - General Liability	\$300,000 - Each occurrence

<i>Defense Limitations</i>	<i>Proposed</i>
General Liability	Defense costs inside the Retained Limit and outside the Limits of Indemnity

<i>Form Type</i>	<i>Proposed</i>
Form Type	General Liability - Occurrence; Employee Benefits Liability - Claims made;
Retroactive Date	Employee Benefits Liability - Full Prior Acts;

<i>Definition Of Claim:</i>
Refer to Policy form.

<i>Run Off Provisions:</i>
Refer to Policy form.

<i>Incident/Claim Reporting Provision:</i>
Refer to Policy form.

Claims Made Disclaimer:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (60) days of the expiration date. The cost of this extended reporting period is 75% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (60) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)

Public Entity Excess Retained Limits Liability Insurance Policy - PEERLL 00 00 12 22
Public Entity Excess Retained Limits Liability Insurance Policy Declarations - PE 10 00 01 22
Georgia Amendatory Endorsement - PE 110 00 01 22
Commercial Policy Cover - CP 99 03 05 19
Privacy Statement - PN 99 02 02 09
U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders - IL P 001 01 04
Fraud Statement - IL N 001 09 03
Schedule Of Forms And Endorsements - IL 10 06 12 08
Additional Insured - Scheduled Contracts - PE 001 00 12 22
Employee Benefits Liability Coverage - PE 013 00 02 22
Scheduled Unmanned Aircraft - PE 021 00 01 22
Scheduled Watercraft - PE 022 00 01 22
Cap On Losses From Certified Acts Of Terrorism - PE 030 00 01 22
Disclosure Pursuant To Terrorism Risk Insurance Act - PE 031 00 01 22

Exclusions (including but not limited to)

General Liability - Bodily Injury and Property Damage from pollutants - Absolute Exclusion
General Liability - Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft, with some minor exceptions including certain contractual obligations
General Liability - Employment Related Practices Exclusion
General Liability - Liquor Liability Exclusion
General Liability - Aircraft Products Exclusion
General Liability - Professional Liability Exclusion
General Liability - Real Property in Your Care, Custody, and Control Exclusion
General Liability - Absolute Asbestos Exclusion
General Liability - Absolute Lead Exclusion
General Liability - War and Nuclear Hazard
General Liability - Mold / Fungus
EBL - Dishonest, fraudulent, criminal or malicious act or omission
EBL - Bodily Injury or Property Damage or Personal Injury
EBL - Failure of performance of contract
EBL - Failure of any investment to perform as represented by you
EBL - Failure to comply with mandatory provisions of any law concerning Workers' Compensation, unemployment insurance, social security or disability benefits
EBL - Wrongful termination of an employee
EBL - Coercion, demotion, reassignment, discipline or harassment of an employee

Exclusions (including but not limited to)
EBL - Discrimination against an employee
General Liability - Exclusion - Failure To Supply - PE 026 00 01 22
General Liability - Total Pollution Exclusion With Scheduled Named Peril Exceptions - PE 028 00 01 22
General Liability - Exclusion Of Certified Acts Of Terrorism - PE 032 00 01 22

Drones:

Serial #	Model	Make	Year
OK1CFAR3AH6PNX	DJI INNOVATIONS	MAVIC AIR	2019
OAOLD800301Z2	DJI INNOVATIONS	INSPIRE 2	2016
OAXCE7Q0A31021	DJI INNOVATIONS	PHANTOM 4	2018
P76DDCG1516453	DJI INNOVATIONS	PHANTOM 3	

Watercraft:

Riviera Cruiser Pontoon Boat	RCD14259L788
PROLINE Boat/Motor/TRLR	PLCWJ085C505
2015 23' x 8' 6" Packman Boat	MUN748PKC515
2016 SEACHASER Boat 24HFCSE	1W7812627G1000829
310 Custom SUNSATON Dive Boat and Trailer	PMY94044H718

Package - Law Enforcement Liability

Standard Coverages	Proposed
Law Enforcement Liability	
Each occurrence	\$5,000,000
Law Enforcement Liability Aggregate	\$5,000,000

Deductibles/SIR	Proposed
SIR - Law Enforcement Liability	\$300,000 - Each occurrence

Defense Limitations	Proposed
Law Enforcement Liability	Defense costs inside the Retained Limit and outside the Limits of Indemnity

Form Type	Proposed
Form Type	Law Enforcement Liability - ;

Endorsements (including but not limited to)
Public Entity Excess Retained Limits Liability Insurance Policy - PEERLL 00 00 12 22
Public Entity Excess Retained Limits Liability Insurance Policy Declarations - PE 10 00 01 22
Georgia Amendatory Endorsement - PE 110 00 01 22

Endorsements (including but not limited to)
Commercial Policy Cover - CP 99 03 05 19
Privacy Statement - PN 99 02 02 09
U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders - IL P 001 01 04
Fraud Statement - IL N 001 09 03
Schedule Of Forms And Endorsements - IL 10 06 12 08
Additional Insured - Scheduled Contracts - PE 001 00 12 22
Cap On Losses From Certified Acts Of Terrorism - PE 030 00 01 22
Disclosure Pursuant To Terrorism Risk Insurance Act - PE 031 00 01 22

Exclusions (including but not limited to)
Exclusion - Failure To Supply - PE 026 00 01 22
Total Pollution Exclusion With Scheduled Named Peril Exceptions - PE 028 00 01 22
Exclusion Of Certified Acts Of Terrorism - PE 032 00 01 22

Package - Public Officials and Employment Practices

Standard Coverages	Proposed
Public Officials and Employment Practices Liability	
-Each wrongful act	\$5,000,000
-Public Officials and Employment Practices Liability Aggregate	\$5,000,000

Deductibles/SIR	Proposed
SIR - Public Officials and Employment Practices Liability	\$300,000 - Each wrongful act

Defense Limitations	Proposed
Public Officials and Employment Practices Liability	Defense costs inside the Retained Limit and outside the Limits of Indemnity

Form Type	Proposed
Form Type	Public Officials And Employment Practices Liability - Claims made;
Retroactive Date	07/01/1996

Definition Of Claim:
Refer to Policy Form.

Run Off Provisions:
Refer to Policy Form.

Incident/Claim Reporting Provision:
Refer to Policy Form.

Claims Made Disclaimer:
Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (60) days of the expiration date. The cost of this extended reporting period is 75% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (60) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)
Public Entity Excess Retained Limits Liability Insurance Policy - PEERLL 00 00 12 22
Public Entity Excess Retained Limits Liability Insurance Policy Declarations - PE 10 00 01 22
Georgia Amendatory Endorsement - PE 110 00 01 22
Commercial Policy Cover - CP 99 03 05 19
Privacy Statement - PN 99 02 02 09
U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders - IL P 001 01 04
Fraud Statement - IL N 001 09 03
Schedule Of Forms And Endorsements - IL 10 06 12 08
Additional Insured - Scheduled Contracts - PE 001 00 12 22
Prior Acts Coverage (POL/EPLI) - PE 006 00 02 22
Cap On Losses From Certified Acts Of Terrorism - PE 030 00 01 22
Disclosure Pursuant To Terrorism Risk Insurance Act - PE 031 00 01 22

Exclusions (including but not limited to)
Exclusion - Failure To Supply - PE 026 00 01 22
Total Pollution Exclusion With Scheduled Named Peril Exceptions - PE 028 00 01 22
Exclusion Of Certified Acts Of Terrorism - PE 032 00 01 22

Package - Automobile Liability

Standard Coverages (Symbol)	Proposed
Automobile Liability	\$ 1,000,000 Each occurrence

Deductibles/SIR	Proposed
Self-Insured Retained - Automobile Liability	\$ 300,000 Each occurrence

Endorsements (including but not limited to)
Public Entity Excess Retained Limits Liability Insurance Policy - PEERLL 00 00 12 22
Public Entity Excess Retained Limits Liability Insurance Policy Declarations - PE 10 00 01 22
Georgia Amendatory Endorsement - PE 110 00 01 22
Commercial Policy Cover - CP 99 03 05 19
Privacy Statement - PN 99 02 02 09
U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders - IL P 001 01 04
Fraud Statement - IL N 001 09 03
Schedule Of Forms And Endorsements - IL 10 06 12 08

Endorsements (including but not limited to)
Additional Insured - Scheduled Contracts - PE 001 00 12 22
Amended Covered Autos Liability Limits By Georgia Statute (AL) - PEM-AL 077 0623
Cap On Losses From Certified Acts Of Terrorism - PE 030 00 01 22
Disclosure Pursuant To Terrorism Risk Insurance Act - PE 031 00 01 22

Exclusions (including but not limited to)
Excluded Drivers
Expected or Intended Injury
Contractual
Workers' Compensation
Employers' Liability
Property Damage to Property Owned or Transported by you
Pollution
Other standard policy exclusions apply
Terrorism
Exclusion - Failure To Supply - PE 026 00 01 22
Total Pollution Exclusion With Scheduled Named Peril Exceptions - PE 028 00 01 22
Exclusion Of Certified Acts Of Terrorism - PE 032 00 01 22

Other Significant Terms and Conditions/Restrictions:

Description
Coverage Contingencies - Premiums quoted are based on all coverages offered within this proposal by Safety National and written by Safety National Casualty Corporation.

Auto Physical Damage

<i>Carrier Information</i>	<i>Proposed</i>
Policy Term	6/30/2024 - 6/30/2025
Carrier	Safety National Casualty Corporation
A.M. Best Rating	A++ XV
Admitted/Non-Admitted	Admitted
Payment Plan	Annual Payment
Payment Method	Agency Bill

<i>Premium & Exposures</i>	<i>Proposed</i>
Premium	\$215,000.00
Minimum Type	None
Estimated Cost	\$215,000.00

<i>Standard Coverages (Symbol)</i>	<i>Proposed</i>
Comprehensive Coverage (2, 10)	ACV
Collision Coverage (2)	ACV

<i>Deductibles/SIR</i>	<i>Proposed</i>
Deductible - Comprehensive Coverage	\$25,000 applies per vehicle for ACV and per vehicle for Symbol 10 units (Open Lot) on vehicles valued under \$200,000.
Deductible - Comprehensive Coverage	\$75,000 per vehicle for ACV and per vehicle for Symbol 10 units (Open Lot) on vehicles valued over \$200,000
Deductible - Collision Coverage	\$25,000 applies per vehicle for ACV on vehicles valued under \$200,000
Deductible - Collision Coverage	\$75,000 applies per vehicle for ACV on vehicles valued over \$200,000.

<i>Endorsements (including but not limited to)</i>
Amphibious Vehicles - CA 23 97
Audio, Visual & Data Electronic Equipment Coverage – Fire, Police & Emergency Vehicles - CA 20 02
Auto Physical Damage Deductibles Applies to Fire & Lightning - CAM 002
Broad Form Named Insured - SNCA 038
Commercial Auto Liability Coverage Form - CA 00 01
Unintentional Failure to Disclose Material Facts - SNCA 028
Unintentional Failure to Provide Notice of Accident or Loss - SNCA 030
Waiver of Premium Audit Condition - CAM 001

<i>Exclusions (including but not limited to)</i>
Excluded Drivers
Expected or Intended Injury
Contractual
Workers' Compensation
Employers' Liability
Property Damage to Property Owned or Transported by you
Pollution
Other standard policy exclusions apply

Exclusions (including but not limited to)
Terrorism

Covered Autos:

Symbol	Symbol Name	Description of Covered Auto Designation Symbols
1	Any Auto	
2	Owned Autos Only	Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned Private Passenger Autos Only	Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned Autos Other Than Private Passenger Autos Only	Only those autos you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	Owned Autos Subject To No-Fault	Only those autos you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned Autos Subject To A Compulsory Uninsured Motorists Law	Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists' requirement.
7	Specifically Described Autos	Only those autos described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in Item Three).
8	Hired Autos Only	Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned Autos Only	Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees, partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those autos that are land vehicles and that would qualify under the definition of mobile equipment under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

Other Significant Terms and Conditions/Restrictions:

Description
Coverage Contingencies: The coverage and premiums quoted within this proposal and within the Public Entity Excess Retained Limits Liability program are contingent upon binding both programs offered by Safety National, and being written by Safety National Casualty Corporation.

Cyber Liability

Carrier Information	Proposed
Policy Term	6/30/2024 - 6/30/2025
Carrier	Berkley Assurance Company
A.M. Best Rating	A+ XV
Admitted/Non-Admitted	Non-Admitted
Payment Plan	Annual Payment
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$105,854.00
Surplus Lines Tax	\$4,234.16
TRIA	Included
Minimum Type	None
Estimated Cost	\$110,088.16

Standard Coverages	Proposed
Aggregate Limit of Liability for all Damages and Loss (Inclusive of Costs of Defense):	\$3,000,000
A. Liability Coverages:	
1. Data Security and Privacy	\$3,000,000
2. Regulatory	\$3,000,000
3. Payment Card Industry (PCI)	\$3,000,000
4. Cyber Media	\$3,000,000
B. First Party Coverages:	
1. Data Breach Response	\$3,000,000
2. Business Interruption Aggregate	\$3,000,000
A. Business Interruption	\$3,000,000
B. Contingent Business Interruption	\$3,000,000
C. System Failure Business Interruption	\$3,000,000
3. Reputation Risk	\$3,000,000
4. Ransomware Extortion	\$3,000,000
5. Cyber Crime	\$250,000
6. Social Engineering	\$250,000

Additional Coverages	Proposed
C. Supplemental Coverage:	
1. Cyber Risk Solutions Services	Reimbursement for Pre Breach Services and Loss Prevention – Return premium equal to the lesser of \$10,000 or ten percent (10%) of the total annual premium
2. Accounting Forensic Services - Reimbursement for Post Breach Forensic Accountants	\$50,000
Telecommunication Fraud Coverage	\$250,000
Bricking	\$1,000,000

Additional Coverages	Proposed
Cryptojacking	\$250,000
Invoice Fraud Coverage	\$250,000

Deductibles/SIR	Proposed
Retention - A. Liability Coverages:	
Retention - 1. Data Security and Privacy	\$250,000
Retention - 2. Regulatory	\$250,000
Retention - 3. Payment Card Industry (PCI)	\$250,000
Retention - 4. Cyber Media	\$250,000
Retention - B. First Party Coverages:	
Retention - 1. Data Breach Response	\$250,000
Retention - A. Business Interruption - Extra Expense	\$250,000
Deductible - A. Business Interruption - Income Loss	12 Hours
Retention - B. Contingent Business Interruption - Extra Expense	\$250,000
Deductible - B. Contingent Business Interruption - Income Loss	12 Hours
Retention - C. System Failure Business Interruption - Extra Expense	\$250,000
Deductible - C. System Failure Business Interruption - Income Loss	12 Hours
Deductible - 3. Reputation Risk - Income Loss	12 Hours
Retention - 4. Ransomware Extortion	\$250,000
Retention - 5. Cyber Crime	\$250,000
Retention - 6. Social Engineering	\$250,000
Retention - Telecommunication Fraud	\$250,000
Retention - Bricking	\$250,000
Retention - Cryptojacking	\$250,000
Retention - Invoice Fraud Coverage	\$250,000
Retention - DBR Retention	\$250,000
Retention - Breach Counsel Retention	\$25,000

Defense Limitations	Proposed
Cyber Liability	Defense Cost Included Within the Limits of Liability

Form Type	Proposed
Form Type	Claims Made
Retroactive Date	Full Prior Acts

Definition Of Claim:
Refer to Policy Form

Run Off Provisions:
Refer to Policy Form

Incident/Claim Reporting Provision:
Refer to Policy Form

Claims Made Disclaimer:
Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)
Berkley Cyber Risk Protect - CYB 20001 (2/18)
Policyholder Notice - BCRS 01 (02/18)
Forms Schedule - CYB000010 (02/18)
Policyholder Disclosure – Notice of Terrorism Insurance Coverage - 265- 0220
Service of Suit - BAC-E906 (08/21)
Premier Enhancement Endorsement - CYB - E00001 (02/18)
Contingent Business Interruption- Blanket Outsourced Provider Endorsement - CYB000019 (02/18)
Media Endorsement - CYB000057 (02/18)
Cyber Crime and Social Engineering Retention Endorsement - CYB000059 (02/18)
Telecommunication Fraud Coverage Endorsement - CYB000082 (02/18)
Cap on Losses From Certified Acts of Terrorism - CYB000085 (02/18)
Maximum Retention Endorsement - CYB000112 (02/18)
Bricking Endorsement - CYB000133 (12/20)
Cryptojacking Endorsement - CYB000134 (12/20)
Invoice Fraud Coverage Endorsement - CYB000136 (12/20)
Breach Counsel Retention Endorsement - MS69 (10/22)
Crisis Counseling - MS285 (03-24)

Other Significant Terms and Conditions/Restrictions:

Description
The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act is \$0.

Aviation

Carrier Information	Proposed
Policy Term	6/30/2024 - 6/30/2025
Carrier / A.M. Best Rating / Admitted/Non-Admitted	American Alternative Insurance Corp (A+ XV, Admitted) American Commerce Insurance Company (A XV, Admitted) National Indemnity Company (A++ XV, Admitted) Tokio Marine America Insurance Company (A++ XV, Admitted)
Payment Plan	Annual Payment
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$3,653.00
Minimum Type	None
Estimated Cost	\$3,653.00

Standard Coverages	Proposed
Coverage A - Bodily Injury and Property Damage Liability - Each Occurrence Limit	See Aircraft Schedule
Expenses for Medical Services	\$5,000 each occurrence
Aviation Personal And Advertising Injury Liability	\$2,000,000 each occurrence/aggregate
Fire Legal Liability	\$100,000 each occurrence

Form Type	Proposed
Form Type	Aviation

Endorsements (including but not limited to)
Additional Insured - A121
Amendment of Defined Terms - A125
Expenses for Medical Services - C036
Liability for Sale of Aircraft, Aircraft Parts or Services - C039
Terrorism (TRIA) Coverage - Hull & Liability - C054
Aviation Personal And Advertising Injury Liability - C061
Premises Coverage - C064
Fire Legal Liability - C066
Expanded Contractual Liability Endorsement - C095
Non-Owned Aircraft Liability - Unmanned Aircraft System - N004
TRIA Disclosure - D004
Georgia Amendatory - S011

Exclusions (including but not limited to)
Electronic Data Event Liability Exclusion - E041
Limited Liability War Exclusion Limited Coverage - C022
Limited Physical Damage War Exclusion Limited Coverage - C023
Electronic Date Recognition Exclusion Limited Coverage - C025

Participation Schedule:

Carrier	Participating Limit
American Alternative Insurance Corp	59.24%
American Commerce Insurance Company	10.00%
National Indemnity Company	18.39%
Tokio Marine America Insurance Company	12.37%

Aircraft Schedule

FAA Number Serial Number Aircraft Make Aircraft Model	OK1CFAR3AH 6PNX DJI INNOVATIONS MAVIC AIR	OAOLDC800301 Z2 DJI INNOVATIONS INSPIRE 2	0AXCE7Q0A310 21 DJI INNOVATIONS PHANTOM 4	P76DCG1501 6453 DJI INNOVATION S PHANTOM 3 PROFESSIONAL	ANY UNMANNED AIRCRAFT SYSTEM THAT DOES NOT EXCEED 55LBS IN WEIGHT	Coverage Totals
Aircraft Year	2019	2016	2018			
Seats Crew + Passenger	0+0	0+0	0+0	0+0	0+0	
Use Unit Inception Date	UAS June 30, 2024	UAS June 30, 2024	UAS June 30, 2024	UAS June 30, 2024	UAS June 30, 2024	
Hull Value Hull Rate Hull Premium	\$2,500 8.175 \$205	\$12,000 9.38625 \$1,126	\$1,500 8.175 \$123	\$1,408 8.175 \$115	Not Covered	\$17,408 \$1,569
Hull War Rate Hull War Premium	Included	Included	Included	Included	Not Covered	
Liability Limit Passenger Liability Liability Premium	\$2,000,000 Excluded \$521	\$2,000,000 Excluded \$521	\$2,000,000 Excluded \$521	\$2,000,000 Excluded \$521	\$2,000,000 Excluded Included	\$2,084
Passenger War Liability	Included	Included	Included	Included	Included	
Third Party War Limit Third Party War Basis Third Party War Premium	\$2,000,000 Aggregate Included	\$2,000,000 Aggregate Included	\$2,000,000 Aggregate Included	\$2,000,000 Aggregate Included	\$2,000,000 Aggregate Included	
Personal Injury Limit Personal Injury Premium	\$2,000,000 Included	\$2,000,000 Included	\$2,000,000 Included	\$2,000,000 Included	\$2,000,000 Included	
Medical Limit Medical Premium	\$5,000 Included	\$5,000 Included	\$5,000 Included	\$5,000 Included	\$5,000 Included	
Deductible In Motion Deductible Not In Motion	10% 10%	10% 10%	10% 10%	10% 10%	Not Applicable Not Applicable	
Commission %	15.00	15.00	15.00	15.00	15.00	
Total Annual Premium	\$726	\$1,647	\$644	\$636	\$0	

Terrorism Standalone

<i>Carrier Information</i>	<i>Proposed</i>
Policy Term	6/30/2024 - 6/30/2025
Carrier	Indian Harbor Insurance Company
A.M. Best Rating	A+ XV
Admitted/Non-Admitted	Non-Admitted
Payment Plan	Annual Payment
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$18,000.00
Surplus Lines Tax	\$720.00
Exposure / TIV	Total insurable value: \$328,417,776
Minimum Type	Minimum Earned Premium
Minimum Amount	100.00%
Minimum Amount Text	
Estimated Cost	\$18,720.00

Standard Coverages	Proposed
Terrorism and Sabotage	\$100,000,000 Per Occurrence and in the Aggregate
Policy Limit	\$100,000,000 is the Maximum Amount the Company Shall Pay Per Occurrence and in the Annual Aggregate Excess of Deductible. The Company's Payment for One Occurrence Shall Reduce the Applicable Limit Available for Another Separate Occurrence.

Additional Coverages	Proposed
Terrorism & Sabotage Coverage Extensions	
Accounts Receivable	\$250,000
Automatic Coverage	\$1,000,000
Business Interruption	\$5,000,000
Civil Military Authority – 1 Mile Distance Limitation	\$100,000
Computer Equipment	\$100,000
Contingent Business Interruption – Named Suppliers and Customers Within the US Only	\$100,000
Critical Incident Trauma Management and Counseling Services –Aggregate Limit for all Coverages Purchased	\$1,000,000
Crisis Response Services - Aggregate Limit for all Coverages Purchased	\$1,000,000
Debris Removal	Included
Decontamination Costs – Excluding Cbrn	\$250,000
Demolition and Increased Cost of Construction	Included
Expert Fees	\$100,000
Extra Expense	\$250,000
Extended Period of Indemnity	180 Days

Additional Coverages	Proposed
Fine Arts	\$250,000
Fire Department Service Charges and Extinguishing Expenses	\$100,000
Ingress/Egress - 1 Mile Distance Limitation	\$100,000
In Transit	\$250,000
Key & Lock Expense	\$100,000
Landscaping	\$100,000
Leasehold Interest	\$100,000
Miscellaneous Unnamed Locations – Excluding Tier 1	\$1,000,000
Newly Acquired Locations, Excluding Tier 1	\$1,000,000
Off – Premises Service Interruption	\$100,000
Professional Fees	\$100,000
Property in the Course of Construction	\$1,000,000
Preservation of Property	\$250,000
Research and Development	\$100,000
Soft Costs and Delay in Start up	\$100,000
Upgrade to Green	\$250,000
Valuable Papers and Records	\$100,000
Active Assailant Coverage Extensions	
Pre-Event	
Threat of an Active Assailant Event	\$10,000
Security Costs After Threat of an Active Assailant Event	\$25,000
Post-Event	
Ingress/ Egress – 1,750 Feet Distance Limitation	\$100,000
Critical Incident Trauma Management and Counseling Services	\$1,000,000
Crisis Response Services	\$1,000,000
Employee Retraining Costs Per Person	\$10,000
Funeral and Burial Costs Per Person	\$25,000
Medical Expenses Per Person	\$10,000
Other Expenses	\$50,000
Public Relations Consultancy Costs	\$100,000
Replacement Employee Recruitment Costs	50,000
Security Costs	\$25,000
Upgrade to Green	\$250,000

Endorsements (including but not limited to)

Terrorism & Sabotage Declarations - UPV 000 1221
Terrorism & Sabotage Policy - UPV 050 1221
Stand-alone Policy Active Assailant Event - if purchased - Active Assailant Event Stand-alone Policy
Terrorism Liability Insurance T3L - if purchased - Version 2.1 28-10-03
State Service of Process Endorsement - XL - SOP 0118

Endorsements (including but not limited to)
TRIA Disclosure Notice Endorsement - UKIP 900 1221
In Witness Notice IHIC - IL MP 9104 0314
U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") - PN CW 05 0519
Privacy Policy - PN CW 02 0119
Fraud Notice - PN CW 01 0123

Exclusions (including but not limited to)
Earth Movement Exclusion
Flood Exclusion
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure

Perils Covered:

Type	Description
Special Form Perils	Applies

Other Significant Terms and Conditions/Restrictions:

Description
Territory: The fifty (50) states of the United States of America, the District of Columbia, the United States Virgin Islands, Canada, and Puerto Rico
Cancellation This Policy is non-cancellable by either Underwriters (other than for non-payment of premium) or the Insured.
This quotation is based upon the information received from the Producer on 4/19/2024.
The premium shown is on an annual basis

Premium Summary

The estimated program cost for the options are outlined in the following table:

<i>Line of Coverage</i>		<i>Proposed</i>	
		Fireman's Fund Insurance Company	
Property	Premium		\$414,911.00
	Estimated Cost*		\$414,911.00
		Travelers Casualty and Surety Co of America	
Crime	Premium		\$3,468.00
	Estimated Cost*		\$3,468.00
		Zurich American Insurance Company	
Accidental Death & Dismemberment	Premium		\$17,449.00
	Estimated Cost*		\$17,449.00
		Lexington Insurance Company	
Off-Duty Liability	Premium		\$68,961.00
	Estimated Cost*		\$72,083.00
		Safety National Casualty Corporation	
Package	Premium		\$788,595.00
	Estimated Cost*		\$790,186.00
		Safety National Casualty Corporation	
Auto Physical Damage	Premium		\$215,000.00
	Estimated Cost*		\$215,000.00
		Berkley Assurance Company	
Cyber Liability	Premium		\$105,854.00
	Estimated Cost*		\$110,088.16
		American Alternative Insurance Corp, American Commerce Insurance Company, National Indemnity Company, Tokio Marine America Insurance Company	
Aviation	Premium		\$3,653.00
	Estimated Cost*		\$3,653.00
		Indian Harbor Insurance Company	
Terrorism Standalone	Premium		\$18,000.00
	Estimated Cost*		\$18,720.00

Line of Coverage		Proposed
	Exposure / TIV	Total insurable value: \$328,417,776
Risk Control Services		\$20,000.00
Claims TPA Fees		\$147,663.00
Total Program Cost		\$1,813,221.16

*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Quote from **Fireman's Fund Insurance Company (Allianz SE)** is valid until **6/30/2024**

Quote from **Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)** is valid until **6/30/2024**

Quote from **Zurich American Insurance Company (Zurich Insurance Group Ltd)** is valid until **6/30/2024**

Quote from **Lexington Insurance Company (American International Group, Inc)** is valid until **6/30/2024**

Quote from **Berkley Assurance Company (W. R. Berkley Group)** is valid until **6/30/2024**

Quote from **American Alternative Insurance Corp (Munich Re America Corporation Group), etc...** is valid until **6/30/2024**

Quote from **Indian Harbor Insurance Company (XL Group plc)** is valid until **6/30/2024**

Quote from **Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)** is valid until **6/30/2024**

Quote from **Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)** is valid until **6/30/2024**

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage:

- Property**
- Crime**
- General Liability**
- Law Enforcement Liability**
- Package**
- Auto Physical Damage**
- Cyber Liability**
- Aviation**
- Terrorism Standalone**

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Premium Financing

Gallagher is pleased to offer Premium Financing for our clients.

What is Premium Financing?

Premium financing is a short-term loan that provides premium payment flexibility. By financing, you have the option to spread out your premium payments instead of paying in full at the time of policy purchase or renewal.

Why Premium Financing May be Good for Your Business?

- May improve **capital and cash flow management** by spreading out premium payments over the policy period.
- Allows for **consolidation of** multiple policies into one premium finance agreement with a single monthly or quarterly payment.
- Provides automated **ACH options and flexible payment** terms.

Want to Learn More?

If you are interested in learning more or obtaining a quote, contact your Client Service Manager.

Payment Plans

<i>Carrier / Payable Carrier</i>	<i>Line Of Coverage</i>	<i>Payment Schedule</i>	<i>Payment Method</i>
Fireman's Fund Insurance Company (Allianz SE)	Property	Annual Payment	Agency Bill
Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)	Crime	Annual Payment	Agency Bill
Zurich American Insurance Company (Zurich Insurance Group Ltd)	General Liability	Annual Payment	Agency Bill
Lexington Insurance Company (American International Group, Inc.)	Law Enforcement Liability	Annual Payment	Agency Bill
Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	Package	Annual Payment	Agency Bill
Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	Auto Physical Damage	Annual Payment	Agency Bill
Berkley Assurance Company (W. R. Berkley Group)	Cyber Liability	Annual Payment	Agency Bill
American Alternative Insurance Corp (Munich Re America Corporation Group) American Commerce Insurance Company (MAPFRE S.A) National Indemnity Company (Berkshire Hathaway Insurance Group) Tokio Marine America Insurance Company (Tokio Marine Holdings, Inc.)	Aviation	Annual Payment	Agency Bill
Indian Harbor Insurance Company (XL Group plc)	Terrorism Standalone	Annual Payment	Agency Bill

Proposal Disclosures



Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Property Estimator Disclaimer

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither

you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

Client Signature Requirements

Coverages for Consideration

Overview

Gallagher recommends that you consider purchasing the following additional coverages for which you have exposure. A Proposal for any of the coverages below can be provided.

- Fiduciary Liability
- Environmental Pollution Liability

Please note the recommendations and considerations summarized in this section are not intended to identify all potential exposures. Gallagher is not an expert in all aspects of your business and assumes no responsibility to independently investigate the risks your business faces. Gallagher has relied upon the information you provided in making our insurance Proposals. If you are interested in pursuing additional coverages other than those listed above, please list the additional coverages in the Client Authorization to Bind.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 6/30/2024, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	<i>Coverage/Carrier</i>	<i>TRIA</i>
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Property – Premium: \$414,911 Fireman's Fund Insurance Company	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	Property – Premium: \$358,362 Arthur J Gallagher GovPro Program	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Crime Travelers Casualty and Surety Co of America	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Law Enforcement - AD&D Zurich American Insurance Company	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Law Enforcement Off-Duty Liability Lexington Insurance Company	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Package (General Liability, Auto Liability & Physical Damage, Law Enforcement Liability, Public Officials / EPLI) Safety National Casualty Corporation	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Cyber Liability – \$3M Limit 250K SIR (Expiring Structure) – Premium: \$110,089 Berkley Assurance Company	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	Cyber Liability – \$3M Limit 150K SIR – Premium: \$118,478 Berkley Assurance Company	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	Cyber Liability - \$5M Limit \$250K SIR – Premium: \$153,956 Berkley Assurance Company	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Aviation American Alternative Insurance Corp	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
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<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Actuarial Loss Forecasts Casualty & Work Comp Lines - Included	
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Claims TPA Services – \$147,663 Gallagher Basset	

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Other Coverages to Consider

- Fiduciary Liability
- Environmental Pollution Liability

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures

and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Fee Agreement: *In addition to* commission received by Gallagher for the policy term reflected herein, Gallagher will receive a fee of: **\$20,000.00** for:

- placement of insurance coverage
- maintenance and management of the account
- loss/risk control services
- claim advocacy services
- risk management consulting services
- data analytics program studies
- umbrella limits analysis
- pool administration
- program administration
- Risk Purchasing Group or Risk Retention Group program administration fees, and/or
- other _____

This fee IS NOT refundable, is fully earned by signing below, and is due and payable within thirty (30) days of such signing. Any placements that require the payment of additional state or federal taxes and/or fees are the client's responsibility.

By accepting this fee agreement, we agree and understand that it reflects services to be provided that have been discussed with and fully disclosed to us, and the above fee is consistent with our understanding. This agreement and any disputes that arise out of this fee agreement shall be governed by the laws of the state of Illinois.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or

provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____
Print Name (Specify Title)

Hall County Government

Company

Signature

Date: _____

Appendix



Bindable Quotations & Compensation Disclosure Schedule

Client Name: Hall County Board of Commissioners

Coverage	Insurance Company	Wholesaler, MGA, or Intermediary Name ¹	Est. Annual Premium ²	Comm. % or Fee ³	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee %
Property	Fireman's Fund Insurance Company (Allianz SE)	N/A	\$414,911.00	15 %	
Crime	Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)	N/A	\$3,468.00	20 %	
Accidental Death & Dismemberment	Zurich American Insurance Company (Zurich Insurance Group Ltd)	N/A	\$17,449.00	20 %	
Law Enforcement Liability	Lexington Insurance Company (American International Group, Inc)	Public Risk Underwriters (Program Management Services)	\$72,083.44	14 %	
Package	Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	N/A	\$788,595.00	20 %	
Auto Physical Damage	Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	N/A	\$215,000.00	20 %	
Cyber Liability	Berkley Assurance Company (W. R. Berkley Group)	N/A	\$105,854.00	15 %	
Aviation	American Alternative Insurance Corp (Munich Re America Corporation Group) American Commerce Insurance Company (MAPFRE S.A) National Indemnity Company (Berkshire Hathaway Insurance Group)	N/A	\$3,653.00	15 %	

Coverage	Insurance Company	Wholesaler, MGA, or Intermediary Name ¹	Est. Annual Premium ²	Comm. % or Fee ³	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee %
Terrorism Standalone	Indian Harbor Insurance Company (XL Group plc)	N/A	\$18,000.00	20 %	
Risk Control Services	Arthur J Gallagher	N/A		\$20,000.00	
Claims TPA Fees	Gallagher Bassett	N/A		\$147,663.00	

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

3 The commission rate is a percentage of annual premium excluding taxes & fees.

Binding Requirements

Coverage (Issuing Carrier)	Binding Requirements
Property Fireman's Fund Insurance Company	Subject To:
	- Signed TRIA Page
Crime Travelers Casualty and Surety Co of America	N/A
Law Enforcement AD&D Zurich American Insurance Company	N/A
Law Enforcement Off Duty Liability Lexington Insurance Company	Subject to: Surplus Lines Acknowledgement
	- Completed, Signed, And Dated Pru-TX Application [Form: Pru-TX Lel App (01/22)] - Prior to Binding
Package Safety National Casualty Corporation	General Liability - Subject to:
	General Liability - -Receipt of signed terrorism form prior to binding
	Law Enforcement Liability - Subject to:
	Law Enforcement Liability - -Receipt of signed terrorism form prior to binding
	Public Officials and Employment Practices - Subject to:
	Public Officials and Employment Practices - -Receipt of signed terrorism form prior to binding
	Automobile - Subject to :
Automobile - Receipt of Signed Terrorism Form Prior to Binding.	
Auto Physical Damage Safety National Casualty Corporation	N/A
Cyber Liability Berkley Assurance Company	Subject to:
	- Confirm O365 has been implemented and MFA required for remote access *prior to policy issuance*
Aviation American Alternative Insurance Corp	N/A
Terrorism Standalone Indian Harbor Insurance Company	N/A

Claims Reporting By Policy

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

Reporting Direct to Carrier [Only When Applicable]

Coverage(s): <i>Cyber Liability</i>	Report To:
Insurer: Berkley Assurance Company	Insurer/TPA Name: Berkley Assurance Company
Policy Term: 06/30/2024 to 06/30/2025	Phone:
	Fax:
	Email:
	Web:

Coverage(s): <i>Crime</i>	Report To:
Insurer: Travelers Casualty and Surety Company of America	Insurer/TPA Name: Travelers Casualty and Surety Company of America
Policy Term: 06/30/2024 to 06/30/2025	Phone: 800-842-8496
	Fax: 888-460-6622
	Email: BSIclaims@travelers.com
	Web: https://www.travelers.com/claims/

Coverage(s): <i>LAW ENFORCEMENT LIABILITY</i>	Report To:
Insurer: LEXINGTON INSURANCE COMPANY	Insurer/TPA Name: LEXINGTON INSURANCE COMPANY
Policy Term: 06/30/2024 to 06/30/2025	Phone:
	Fax:
	Email:
	Web:

Coverage(s): <i>Aviation</i>	Report To:
Insurer: American Alternative Insurance Corporation, American Commerce Insurance Company, National Indemnity Company, Tokio Marine America Insurance Company	Insurer/TPA Name: American Alternative Insurance Corporation, American Commerce Insurance Company, National Indemnity Company, Tokio Marine America Insurance Company
Policy Term: 06/30/2024 to 06/30/2025	Phone:
	Fax:
	Email:
	Web:

<i>Coverage(s): Property</i>	<i>Report To:</i>
Insurer: Fireman's Fund Insurance Company Policy Term: 06/30/2024 to 06/30/2025	Insurer/TPA Name: Fireman's Fund Insurance Company Phone: 1.888.347.3428 Fax: 1.800.511.3720 Email: CIFNOL@ffic.com Web: https://fnolicus.firemansfund.com/aics.webfnol/webfnol/webfnol/webform.aspx?LOB=P

<i>Coverage(s): General Liability</i>	<i>Report To:</i>
Insurer: Zurich American Insurance Company Policy Term: 06/30/2024 to 06/30/2025	Insurer/TPA Name: Zurich American Insurance Company Phone: 800-987-3373 Fax: 877-962-2567 Email: USZ_CareCenter@Zurichna.com Web: https://www.zurichna.com/claims

<i>Coverage(s): Terrorism Standalone</i>	<i>Report To:</i>
Insurer: Indian Harbor Insurance Company Policy Term: 06/30/2024 to 06/30/2025	Insurer/TPA Name: Indian Harbor Insurance Company Phone: Fax: Email: Web:

<i>Coverage(s): Package, Auto Physical Damage</i>	<i>Report To:</i>
Insurer: Safety National Casualty Corporation Policy Term: 06/30/2024 to 06/30/2025	Insurer/TPA Name: Gallagher Basset Phone: Fax: Email: Web:

Reporting to Gallagher or Assistance in Reporting

<i>Coverage(s):</i>	<i>Report To:</i>
Gallagher Claim Center Policy Number: Policy Term:	Phone: 855-497-0578 Fax: 225-663-3224 Email: ggb.nrcclaimscenter@ajg.com

FLAT FEE- LIFE OF PARTNERSHIP	Est. Claim Frequency		Projected Service Fee
Liability			
Auto Liability/Bodily Injury	9		Included
Auto Liability/Property Damage	37		Included
Auto/Physical Damage	24		Included
General Liability/Bodily Injury	7		Included
General Liability/Property Damage	43		Included
Professional Liability	14		Included
Incidents - Liability	335		Included
Total Liability Flat Fee			\$110,784
Property			
Property	12		Included
Incidents - Property	0		Included
Total Property Flat Fee			\$9,900
ADMINISTRATIVE SERVICES			
	Quantity	Rate	Estimated Annual Fee
Administrative Services			
Administration / Data Management			\$12,639
RMIS - 2 Users Full Access			Included
Luminos Incident Management			\$11,700
Total Administrative Services			\$24,339
TOTAL			\$147,663

If the claim counts for the 2024/2025 contract are 15% higher than the annual forecast by individual coverage type (the overage would not be calculated by a global overage, but instead by bodily injury, property damage, auto physical damage, property, or professional), then GB reserves the right to bill for the overage on a per-claim basis at the below rates:

Auto and General Liability Bodily Injury - \$990
 Auto and General Liability Property Damage - \$456
 Auto Physical Damage - \$311
 Property - \$820
 Professional - \$2,400

OTHER SERVICES

SERVICES	CHARGES
RMIS Additional Users (RMIS Standard License includes a set number of Full Access Users outlined under Administrative Services, and unlimited use of GB standard scheduled training classes)	RMIS View-only User, \$500 annually per user
	RMIS Full Access User, \$1,000 annually per user
Loss control	\$140 per hour
OSHA Reporting	\$6,000, OSHA platform to produce compliant OSHA 301 Report, 300 and 300a Logs, and electronic data file. Oversight and accuracy of all OSHA data is responsibility of the employer prior to posting or submitting any OSHA log.
Subrogation and Recovery	20% of net recovery amount less legal and collections expense based on recovery date Recoveries include subrogation, credits, lien waivers, file transfer (based on lien to date at time of transfer), and contribution or coverage handled in a separate action. Applies to all coverage types
Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU, Outside Field Investigations, Surveillance Investigations, Targeted Field Investigations	Prevailing hourly rate plus expenses
Targeted Database Searches, Self Service Database Searches	Prevailing rate per report
Gallagher Bassett Litigation Management Program (GBLMP)	
Invoice and Matter Management platform for adjusters/counsel	If utilized, 2% of net legal invoice (invoice net of disbursements and invoice review savings). Charged as discount off total payment remitted to counsel and will be reflected as an allocated expense on the claim file.
5 client licenses for Legal Analytics platform	
Attorney-led legal bill review	
Gallagher Bassett Compliance Services (GBCS)	
Medicare Set-Aside Services: Allocation, CMS Submission, Medicare Eligibility Inquiry (MEI), SSDI Verification, Medical Cost Projection (MCP)	Prevailing rate per each service Rush fees apply for MSA completed within 5 business days MSA Revision fees apply
Medicare Secondary Payer Services: BCRC Notification, Conditional Payment Research (CPR), Conditional Payment Negotiations (CPN), Conditional Payment Notice Evaluation, Conditional Payment Dispute, Securing Final Demand for Settlement (SFD), Release / Settlement Agreement Review, Lien Research and Resolution (Advantage Plan, Medicaid, Part D)	Prevailing rate per each service
Taxes	
Taxes	All applicable taxes will be added to the service fees where required

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. Claim Count Reconciliation:

There will be one claim count reconciliation 18 months after the inception of the service period, to bill for any claims beyond the 15% threshold above the annual forecast.

2. Billing and Payment Terms: Fees will be billed quarterly during the service period.

3. Claim Pricing Terms:

Life of Partnership:

Claims will be handled for the life of the partnership with no additional per claim fees. If the client decides to non-renew all or a portion of the program, all open files will be handled in one of the following two ways:

- GB will return the files to the client (contingent upon Carrier approval) at the client's expense.
- GB will continue to handle the open files at our prevailing annual rate per year open.

Additional Charges:

There will be additional charges for ongoing Data Management (RISX-FACS[®]), RMIS users, Administration, Banking fees and monthly reports for as long as GB handles claims.

4. Account Administration includes the following:

- Client Services
- 2 Telephonic Claim Strategy Meeting(s)
- 2 Standard Meeting(s) Included
- Detailed Status Reports All Lines of Business @ \$50,000
- Settlement Consultation All Lines of Business @ \$10,000
- Loss Fund /Banking Services (SIMMS)
- Claim Reporting
- Data Transfer to Carrier(s)
- Acknowledgement Letter to Claimant Liab

5. Claim Charges: Claim and incident fees will be assessed on a per occurrence, per claimant, per line of coverage basis.

6. This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

7. Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services, Inc.

GENERAL CONTRACT TERMS AND CONDITIONS

1. Independent Adjusters - If applicable, following any significant loss as a result of a single event (hurricane, tornado, flood, earthquake, etc.), GB reserves the right to retain outside resources (adjusters) when appropriate and those fees will be paid as an Allocated Expense off the file.
2. The pricing quoted in this Cost & Terms is based upon the data and information provided by Client, as well as existing legislative and regulatory requirements. Material inaccuracies or changes to the foregoing may require adjustments to the quoted pricing.
3. Taxes - All applicable taxes will be added to the service fees where required.
4. Allocated Expenses: Shall be your responsibility as applicable and shall include, but not be limited to:
 - Legal Fees
 - Legal Bill Review
 - Medical Examination
 - Professional Photographs
 - Travel made at client's request
 - Costs for witness statements
 - Court reporter service, translation, and interpretation
 - Record retrieval and copying services (Including medical and legal)
 - Accident reconstruction
 - Experts' rehabilitation costs
 - Chemist
 - Fees for service of process
 - Collection cost payable to third parties on subrogation
 - Architects, contractors
 - Engineer
 - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
 - Police, fire, coroner, weather, or other such reports
 - Property damage appraisals
 - Vehicle appraisals (vehicle damage assessment)
 - SIU, surveillance and sub rosa investigation
 - Official documents and transcripts
 - Pre- and post-judgment interest paid
 - Outside Field Investigations
 - Subrogation at 20% of net recovery
 - Index Bureau Reporting (All Coverages)
 - Second Injury Fund Recovery
 - Data Intelligence Self-Service Reports
 - Medical Management - Medical Management services may include, but are not limited to:
 - Preferred provider organization networks
 - Utilization review services
 - Automated state fee scheduling
 - Light duty/return-to-work programs
 - Medical case management and Vocational rehabilitation network
 - Prospective injury management services
 - Hospital bill audit services

DEFINITIONS

Incidents

An incident is a loss reported electronically through ClaimLine and/or the Web, or set up manually at the branch. GB will review the incident and make a courtesy call (if necessary) to determine if it is a claim or incident. GB will have full discretion in the determination and handling of these incidents and/or their conversion into claim status.

Auto Physical Damage (APD)

Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.

Liability Claims

Investigate, evaluate and adjudicate all third-party claims for which you may be legally obligated. Third-party claims will be managed and administered in accordance with our product guidelines.

Property Claims

Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.



HALL COUNTY, GA
07/01/2024 - 07/01/2025

ACKNOWLEDGEMENT OF COST & TERMS

The undersigned parties acknowledge and agree that this Cost & Terms is effective for the service period stated above.

Notices to Gallagher Bassett Services, Inc. should be directed to:

Gallagher Bassett Services, Inc.
2850 Golf Road
Rolling Meadows, Illinois 60008-4050
Attn: Legal Department
Email: GB-Contracts@gbtpa.com

ACCEPTED AND AGREED TO BY:

GALLAGHER BASSETT SERVICES, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

ACCEPTED AND AGREED TO BY:

HALL COUNTY, GA

By: _____

Print Name: _____

Title: _____

Date: _____

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 6/30/2024, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

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<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Property – Premium: \$414,911 Fireman's Fund Insurance Company	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
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<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Gallagher National Risk Control Services - \$20,000 Arthur J Gallagher	
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and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Fee Agreement: *In addition to* commission received by Gallagher for the policy term reflected herein, Gallagher will receive a fee of: **\$20,000.00** for:

- placement of insurance coverage
- maintenance and management of the account
- loss/risk control services
- claim advocacy services
- risk management consulting services
- data analytics program studies
- umbrella limits analysis
- pool administration
- program administration
- Risk Purchasing Group or Risk Retention Group program administration fees, and/or
- other _____

This fee IS NOT refundable, is fully earned by signing below, and is due and payable within thirty (30) days of such signing. Any placements that require the payment of additional state or federal taxes and/or fees are the client’s responsibility.

By accepting this fee agreement, we agree and understand that it reflects services to be provided that have been discussed with and fully disclosed to us, and the above fee is consistent with our understanding. This agreement and any disputes that arise out of this fee agreement shall be governed by the laws of the state of Illinois.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher’s Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher’s liability to you arising from any of Gallagher’s acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher’s services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher’s Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or

provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____
Print Name (Specify Title)

Hall County Government

Company

Signature

Date: _____

TERRORISM COVERAGE ELECTION:

I REJECT COVERAGE FOR LOSSES DUE TO TERRORIST ACTS, AS DEFINED IN THE ACT.

Applicant: Hall County Board of Commissioners

Signature: *Aric R. Jackson*

Title: Risk Manager

Date: 06/13/2024

Insurance Company: Fireman's Fund Insurance Company

Please return to your agent or broker representing the Allianz Insurance Companies.

DRAFT

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE
(Excess Liability)**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended, extended, and/or re-authorized, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS' LIABILITY, FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM. IF THE AGGREGATE INSURED LOSS FOR ALL INSURERS EXCEEDS \$100 BILLION IN A CALENDAR YEAR, YOUR COVERAGE MAY THUS BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage with regard to Excess Liability

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of <u>\$ 1,591.</u>
<input checked="" type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Applicant's Signature
HALL COUNTY BOARD OF
COMMISSIONERS

Insured Name

Safety National Casualty Corporation®
Insurance Company

Date Signed



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 359/2024

SUBJECT: Approve the renewal of the FY 2025 Memorandum of Understanding with the University of Georgia (UGA) Extension for Cooperative Extension Services and Personnel; authorize the Chairman to execute all related documents, subject to the review and approval by the County Attorney.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: DLJ

Recommendation:

Department recommends approval for the renewal of the FY 2025 Memorandum of Understanding with the UGA Extension for cooperative extension services and personnel.

Purpose of Request:

The purpose of this request is to seek approval for the renewal of the FY 2025 Memorandum of Understanding with the UGA Extension Office for cooperative extension services and personnel.

History:

Facts and Issues:

The term of this agreement shall be from July 1, 2024 to June 30, 2025.

Options:

Funding Requested

\$ 152,953.71

Are funds within current budget?

Yes

Source of Funds

General Fund

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

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Approve	Budget	Finance	Attorney
JR	DA	TS	WLI
Administration		Clerk	
CR		JR	

Attachments:

Financial Supplement
FY 2025 Contract Renewal



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

AGENDA ITEM 359/2024

Funds Requested: \$ 152,953.71

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

General Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND	7130-EXTENSION OFFICE	521000-PROFESSIONAL SERVICES	\$152,953.71

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions:

Phone:

Hall County Board of Commissioners July 1, 2024 to June 30, 2025

To: Denise Everson, Northeast District Director

From: Hall County Board of Commissioners

Renewal of Contract Hall County BOC

The Hall County BOC wishes to continue the Contract agreement between the Hall County Board of Commissioners and the University of Georgia Board of Regents of The University of Georgia on behalf of The University of Georgia Cooperative Extension. The term of this agreement shall be from July 1, 2024 to June 30, 2025. The Northeast District Extension will be allowed to rebudget funds without prior written approval from Hall County as long as such rebudgeting does not result in a increase in the compensation authorized in this year's budget. Final invoice requested 60 days after the end date of June 30, 2025.

Signature _____ Print Name _____ Date _____

Hall County BOC, Chairman

Signature  Print Name Garrett Hibbs Date 6/17/24

County Extension Coordinator

Employee			FY2025
Garrett Hibbs			22,971.00
FACS Agent			25,200.00
4H Educator			17,959.00
Ben Dennis			37,500.00
Karen Davis			15,465.00
Total Salaries			119,095.00
Teachers Retirement (20.78%)			
Garrett Hibbs			4,773.37
FACS Agent			5,236.56
4H Educator			3,731.88
Ben Dennis			7,792.50
Karen Davis			3,213.63
Total			24,747.94
FICA (SS) 6.2%			
Garrett Hibbs			1,424.20
FACS Agent			1,562.40
4H Educator			1,113.46
Ben Dennis			2,325.00
Karen Davis			958.83
FICA HI (Medicare) 1.45%			
Garrett Hibbs			333.08
FACS Agent			365.40
4H Educator			260.41
Ben Dennis			543.75
Karen Davis			224.24
Total FICA			9,110.77
Total Salary and Benefits			152,953.71

Please bill the BOC QUARTERLY for the actual expenses of the object codes listed. This contract not to include any benefits other than the ones listed on this budget sheet. All other benefits to be charged to state funds. Request final billing for this contract to be sent within 60 days of the Contract end date.

Bill to the following name and address:
Hall County BOC
PO Drawer 1435 - Finance Department
Payroll Supervisor
Gainesville, GA 30503



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)
REPORT TO: Voting Meeting (06/27/24)
ITEM NO: 362/2024
SUBJECT: Approve the Employment Agreement for the Director of Financial Services.

Meetings:

Work Session Date: 06/24/24 **Voting Meeting Date:** 06/27/24

Executive Summary:

Presenter: DLJ
Recommendation:
Department recommends approval of the Employment Agreement for the Financial Services Director position.

Purpose of Request:
Approve the Employment Agreement for the Director of Financial Services.

History:

Facts and Issues:

Options:

Funding Requested \$ 235,064.48
Are funds within current budget? Yes
Source of Funds General Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? Yes
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
LJ	LJ	EW	TS
Attorney	Administration	Clerk	
WLI	CR	JR	

Attachments:

Financial Supplement
Employment Agreement
Position Cost Worksheet



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

AGENDA ITEM 362/2024

Funds Requested: \$ 235,064.48

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

General Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	100-GENERAL FUND	1510-FINANCIAL SERVICES	511100-SALARIES	\$165,000.00
2025	100-GENERAL FUND	1510-FINANCIAL SERVICES	512200-FICA	\$12,623.00
2025	100-GENERAL FUND	1510-FINANCIAL SERVICES	512400-RETIREMENT	\$23,100.00
2025	100-GENERAL FUND	1510-FINANCIAL SERVICES	512100-HEALTH INSURANCE	\$33,146.48
2025	100-GENERAL FUND	1510-FINANCIAL SERVICES	512103-CONTRACT EE INSURANCE	\$48.00
2025	100-GENERAL FUND	1510-FINANCIAL SERVICES	512102-LIFE INSURANCE	\$547.00
2025	100-GENERAL FUND	1510-FINANCIAL SERVICES	523201-COMMUNICATIONS	\$600.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DLJ

Phone: 770-531-6712

EMPLOYMENT AGREEMENT

Financial Services Director

THIS AGREEMENT made and entered into this 27th day of June 2024, by and between **HALL COUNTY, STATE OF GEORGIA**, hereinafter called “the County”, as party of the first part, and **Taylor Samples**, herein called "Employee", as part of the second part, both of whom agree as follows:

WITNESSETH

WHEREAS, the County desires to employ the services of said **Taylor Samples** as the **Financial Services Director** of Hall County; and

WHEREAS, it is the desire of the governing board, hereafter called “Commission” to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of Hall County to secure and retain the services of said Employee and provide inducement for him or her to remain in such employment, and to make possible full work productivity by assuring said Employee’s morale and peace of mind with respect to future security, and to provide a just means of terminating the Employee’s services at such a time as desired by the County Administrator, or his or her designee; and

WHEREAS, the Employee desires to accept employment as **Financial Services Director** for Hall County;

NOW THEREFORE; in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Duties

The County hereby agrees to employ **Taylor Samples** as **Financial Services Director**, to perform legally permissible functions and duties specified and assigned by the County Administrator or his or her designee.

EMPLOYMENT AGREEMENT

Financial Services Director

SECTION 2. Term

- A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the County Administrator to terminate the services of this Employee at any time, subject only to the provisions set forth in SECTION 3 of this agreement. The Employee understands that he or she serves at the pleasure of the County Administrator.
- B. Nothing in the agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his or her position with the County, subject to the provisions set forth in SECTION 3, Paragraphs B and C of this agreement.

SECTION 3. Termination and Severance Pay

- A. In the event the Employee is terminated pursuant to Paragraph B hereof and the Employee is willing and able to perform the duties of the position under this agreement, upon execution of a Separation Agreement and General Release, the Employer agrees to pay the Employee a lump sum cash payment equal to three (3) months aggregate annual salary, exclusive of other forms of compensation, less standard withholdings, in addition to the continuation of medical, dental and vision insurance benefits during the three (3) month period immediately following the date of termination. However, in the event the Employee is terminated because the Employee has been convicted of a misdemeanor or a felony, or if the County determines that the Employee has engaged in unprofessional and improper practice, other than negligence, and breach of public trust, including but not limited to illegal acts involving personal gain, or moral turpitude, the County shall be entitled to terminate the Employee immediately without any severance pay, or medical, dental and vision insurance continuation aside from COBRA.
- B. In the event the Employer at any point during the term of this agreement reduces the salary or other financial benefits of the Employee in a greater percentage than reductions to all other employees of Employer, or if Employer refuses, following a written request to comply with any provision benefiting Employee herein; or the Employee resigns following a suggestion, whether formal or informal, by the County Administrator that he or she resign, then, in that event, Employee may, at his or her option, be deemed to be terminated at the date of such reduction or refusal to comply within the meaning and context of the herein severance pay provision.

EMPLOYMENT AGREEMENT

Financial Services Director

C. In the event the Employee voluntarily resigns his or her position with the County as **Financial Services Director** then the Employee shall give the County **thirty (30)** days written notice in advance, unless the parties otherwise agree. The provision for severance pay and continuation of employment benefits detailed in SECTION 3, Paragraph A shall not apply to a voluntary resignation.

SECTION 4. Termination Due to Disability

If the Employee is unable to perform his or her duties because of sickness, accident, injury, or mental incapacity, and no reasonable accommodations are available, the County shall have the option to terminate employment, subject to the severance pay requirements of SECTION 3, Paragraph A. However, the Employee shall be compensated for any accrued benefits, in accordance with current policies.

SECTION 5. Salary

The County agrees to pay the Employee for his or her services rendered, pursuant hereto, an annual base salary of **\$165,000.00**, payable in installments at the same time as other employees of the County are paid, except that the county may put in place cost reduction measures at any time and for any duration as required by a lack of financial resources. The base annual salary and benefits may be reviewed annually by the County Administrator and consideration for increases may be determined based upon the performance of the employee or consideration of providing a Cost of Living Adjustment (COLA).

SECTION 6. Performance Evaluation

The County Administrator, or his or her designee, shall review and evaluate the performance of Employee at least annually on the anniversary day of this agreement. Said review and evaluation shall be in accordance with criteria developed by the County Administrator, or his or her designee, and Employee. Performance criteria may be added to or deleted from, as the County Administrator, or his or her designee may from time to time determine. Further, the County Administrator, or his or her designee, shall provide the Employee with a written summary statement of the findings of the evaluation.

EMPLOYMENT AGREEMENT

Financial Services Director

SECTION 7. Hours of Work

It is generally recognized that the position of **Financial Services Director** involves the devotion of a great deal of time beyond typically recognized business hours.

SECTION 8. Outside Activities

The Employee shall devote his or her full time to the position described in this agreement. With the approval of the County Administrator, or his or her designee, the Employee may engage in teaching, consulting or other non-employer related activities as long as he or she does not interfere with the execution of the duties of this position, or present a conflict of interest. Such consent must be obtained by advance approval, in writing, detailing the specifics of such activity.

SECTION 9. Political Activity

If the Employee announces as a candidate for any elective office during the duration of this contract, he or she will resign from Hall County employment immediately upon declaring candidacy as defined by state law. During the term of this contract, the Employee may not:

- A. Be involved in any political activity that would constitute a conflict of interest; including participation in any aspect of any local political campaign on behalf of one's self if intending to seek elected office, or other individual or in opposition to any candidate for office within Hall County; including municipal and/or county government office. This restriction includes but is not limited to displaying or distributing information, materials, or paraphernalia in support of any political candidate, party or organization.
- B. Knowingly solicit, accept, or receive political contributions from any person, to be used in support of or in opposition to any political candidate for election within Hall County, including municipal and/or county government office.
- C. Use, or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any person a job or other advantage for the purpose of influencing the vote or political action of any person.

EMPLOYMENT AGREEMENT

Financial Services Director

SECTION 10. Vehicle and Phone

When the Employee's duties require the use of an automobile during his or her term of employment, one will be provided by the Employer. A cellular phone dedicated solely for business usage may be provided by the Employer. In such case, the Employer shall be responsible for paying for and maintaining regular monthly service. Should the Employee desire to use their personal cellular phone for business purposes, Employer shall reimburse the Employee the amount of \$50 per month.

SECTION 11. Insurance Benefits

The County agrees to put in force and make premium payments for Medical, Dental, Vision, Short-Term Disability and Life Insurance policies on behalf of the Employee and if so elected, eligible dependents, at a level of coverage available to other County employees. The Employee may choose not to cover his/her dependents.

SECTION 12. Retirement Benefits

Provided that contributions are being made by the County, if the Employee elects, Hall County agrees to contribute 8% of annual compensation as defined by the retirement plan in addition to Employer matching contributions made on contributions by the Employee as received by other County employees, into a defined contribution plan, except that the County may reduce or suspend this contribution at any time and for any duration as required due to a lack of financial resources. Retirement contributions shall not be made on any severance pay provided by the Employer, paid in accordance with Section 3.

SECTION 13. Paid Time Off (PTO) or Vacation and Sick Leave

As applicable, the County will provide for Paid Time Off (PTO) or vacation and sick leave in the same manner as the accruals currently received by other County Employees. In the event that the County changes or adopts a new program for all employees, such changes shall also apply to the **Financial Services Director**. Accrued PTO or vacation leave, whichever is applicable, shall be paid to Employee upon termination of employment.

EMPLOYMENT AGREEMENT

Financial Services Director

SECTION 14. Dues, Subscriptions and Professional Development

- A. The County agrees to pay the Employee's annual membership dues, subscriptions and conference expenses incurred by the Employee in conjunction with the Employee's duties, not to exceed the budget and subject to prior approval by the County Administrator or his or her designee.
- B. The County agrees to pay the travel and subsistence expenses of the Employee for expenses related to maintenance of professional certifications, professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the department, not to exceed the budget and subject to prior approval by the County Administrator or his or her designee.

SECTION 15. Indemnification

The County shall defend, save harmless and indemnify the Employee against any claim or demand or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as **Financial Services Director**. The County or its insurance carrier will pay the amount of any settlement or judgment agreed to or rendered against the Employee and the County may agree to such settlement or the payment of a judgment with or without the express consent of the Employee. Any defense and/or indemnification of the Employee by the County shall be subject to all of the terms and conditions found in the County's Defense and Indemnification ordinance/policy.

SECTION 16. General Provisions

- A. The text herein shall constitute the entire agreement between the parties. Any amendment hereto shall be in writing and be executed by both parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. If any provision, or any portion thereof, contained in this agreement is held unconstitutional,

EMPLOYMENT AGREEMENT

Financial Services Director

invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

- D. This agreement will become effective on the 1st day of July 2024, and shall continue thereafter unless or until the agreement is terminated by either party as set forth herein.
- E. This agreement shall be executed in duplicate, each of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other copy.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ____ DAY OF _____, 2024.

HALL COUNTY, GEORGIA

County Administrator

ATTEST:

County Commission Clerk
(Seal)

Employee

APPROVAL AS TO FORM

EMPLOYMENT AGREEMENT

Financial Services Director

County Attorney



Please complete the tab that correlates with the type of position change you are requesting. Only include ONE request per worksheet. If requesting multiple personnel changes, please prioritize each worksheet in order of importance. For each personnel request, submit this form, along with the "New Position Request."

REQUEST TYPE: NEW FULL-TIME POSITION

Department #	Financial Services
Director of Finance	Department Name
Requested Position Title	Priority #

ADDITIONAL PERSONNEL COST CALCULATION		
<i>New Position</i>		Account
\$165,000.00	Salary Requested (use midpoint of paygrade)	511100
\$0.00	Car Allowance	512902
12,623.00	Taxes	512200
23,100.00	Retirement	512400
32,508.48	Health	512100
48.00	Dental	512103
428.00	Life	512102
119.00	AD&D	512102
638.00	Short Term Disability	512100
\$234,464.48	Total Additional Personnel Costs	

JUSTIFICATION (please provide a short explanation of your request on the lines below):

Please note taxes, retirement, and benefits are all estimates based on the maximum potential cost. Should Employee desire to use personal cell phone for business purposes, there will be a \$50 reimbursement per month.

PERSONNEL EQUIPMENT REQUEST (list all equipment required and estimated cost)	
**Do not add these estimated costs to your department's operating budget. It is calculated separately by OMB.	
EQUIPMENT DESCRIPTION (uniform, gun, fire safety suit, vehicle, computer, cell phone etc.)	ESTIMATED COST
	\$ -
	\$ -
	\$ -



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 364/2024

SUBJECT: Approve the Employment Agreement for the Director of Development Services.

Meetings:

Work Session Date: 06/24/24 **Voting Meeting Date:** 06/27/24

Executive Summary:

Presenter: DLJ

Recommendation:
Department recommends approval of the Employment Agreement for the Development Services Director position.

Purpose of Request: Approve the Employment Agreement for the Director of Development Services.

History:

Facts and Issues: **Options:**

Funding Requested \$ 218,868.00

Are funds within current budget? Yes

Source of Funds Development Services

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

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
LJ	LJ	EW	TS
Attorney	Administration	Clerk	
WLI	CR	JR	

Attachments:

Financial Supplement
Employment Agreement
Cost Worksheet



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

AGENDA ITEM 364/2024

Funds Requested: \$ 218,868.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Development Services

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	511100-SALARIES	\$145,000.00
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512902-TRAVEL/CAR USE ALLOWANCE	\$5,200.00
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512200-FICA	\$11,491.00
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512400-RETIREMENT	\$21,028.00
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512100-HEALTH INSURANCE	\$33,501.00
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512103-CONTRACT EE INSURANCE	\$1,567.00
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512102-LIFE INSURANCE	\$481.00
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	523201-COMMUNICATIONS	\$600.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DLJ

Phone:

770-531-6712

EMPLOYMENT AGREEMENT

Development Services Director

THIS AGREEMENT made and entered into this 27th day of June, 2024, by and between **HALL COUNTY, STATE OF GEORGIA**, hereinafter called “the County”, as party of the first part, and **JaRanda Doveton**, herein called "Employee", as part of the second part, both of whom agree as follows:

WITNESSETH

WHEREAS, the County desires to employ the services of said **JaRanda Doveton** as the **Development Services Director** of Hall County; and

WHEREAS, it is the desire of the Hall County Board of Commissioners, hereafter called “Commission” to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of Hall County to secure and retain the services of said Employee and provide inducement for him or her to remain in such employment, and to make possible full work productivity by assuring said Employee’s morale and peace of mind with respect to future security, and to provide a just means of terminating the Employee’s services at such a time as desired by the County Administrator, or his or her designee; and

WHEREAS, the Employee desires to accept employment as **Development Services Director** for Hall County;

NOW THEREFORE; in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Duties

The County hereby agrees to employ **JaRanda Doveton** as **Development Services Director**, to perform legally permissible functions and duties specified and assigned by the County Administrator or his or her designee.

EMPLOYMENT AGREEMENT

Development Services Director

SECTION 2. Term

- A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the County Administrator to terminate the services of this Employee at any time, subject only to the provisions set forth in SECTION 3 of this agreement. The Employee understands that he serves at the pleasure of the County Administrator.
- B. Nothing in the agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the County, subject to the provisions set forth in SECTION 3, Paragraphs B and C of this agreement.

SECTION 3. Termination and Severance Pay

- A. In the event the Employee is terminated pursuant to Paragraph B hereof and the Employee is willing and able to perform the duties of the position under this agreement, upon execution of a Separation Agreement and General Release, the Employer agrees to pay the Employee a lump sum cash payment equal to three (3) months aggregate annual salary, exclusive of other forms of compensation, less standard withholdings, in addition to the continuation of medical, dental and vision insurance benefits during the three (3) month period immediately following the date of termination. However, in the event the Employee is terminated because the Employee has been convicted of a misdemeanor or a felony, or if the County determines that the Employee has engaged in unprofessional and improper practice, other than negligence, and breach of public trust, including but not limited to illegal acts involving personal gain, or moral turpitude, the County shall be entitled to terminate the Employee immediately without any severance pay, or medical, dental and vision insurance continuation aside from COBRA.
- B. In the event the Employer at any point during the term of this agreement reduces the salary or other financial benefits of the Employee in a greater percentage than reductions to all other employees of Employer, or if Employer refuses, following a written request to comply with any provision benefiting Employee herein; or the Employee resigns following a suggestion, whether formal or informal, by the County Administrator that he resign, then, in that event, Employee may, at his option, be deemed to be terminated at the date of such reduction or refusal to comply within the meaning and context of the herein severance pay provision.

EMPLOYMENT AGREEMENT

Development Services Director

C. In the event the Employee voluntarily resigns his position with the County as **Development Services Director** then the Employee shall give the County **thirty (30)** days written notice in advance, unless the parties otherwise agree. The provision for severance pay and continuation of employment benefits detailed in SECTION 3, Paragraph A shall not apply to a voluntary resignation.

SECTION 4. Termination Due to Disability

If the Employee is unable to perform his duties because of sickness, accident, injury, or mental incapacity, and no reasonable accommodations are available, the County shall have the option to terminate employment, subject to the severance pay requirements of SECTION 3, Paragraph A. However, the Employee shall be compensated for any accrued benefits, in accordance with current policies.

SECTION 5. Salary

The County agrees to pay the Employee for his services rendered, pursuant hereto, an annual base salary of **\$145,000.00**, payable in installments at the same time as other employees of the County are paid, except that the county may put in place cost reduction measures at any time and for any duration as required by a lack of financial resources. The base annual salary and benefits may be reviewed annually by the County Administrator and consideration for increases may be determined based upon the performance of the employee or consideration of providing a Cost of Living Adjustment (COLA).

SECTION 6. Performance Evaluation

The County Administrator, or his or her designee, shall review and evaluate the performance of Employee at least annually on the anniversary day of this agreement. Said review and evaluation shall be in accordance with criteria developed by the County Administrator, or his or her designee, and Employee. Performance criteria may be added to or deleted from, as the County Administrator, or his or her designee may from time to time determine. Further, the County Administrator, or his or her designee, shall provide the Employee with a written summary statement of the findings of the evaluation.

EMPLOYMENT AGREEMENT

Development Services Director

SECTION 7. Hours of Work

It is generally recognized that the position of **Development Services Director** involves the devotion of a great deal of time beyond typically recognized business hours.

SECTION 8. Outside Activities

The Employee shall devote his full time to the position described in this agreement. With the approval of the County Administrator, or his or her designee, the Employee may engage in teaching, consulting or other non-employer related activities as long as he does not interfere with the execution of the duties of this position, or present a conflict of interest. Such consent must be obtained by advance approval, in writing, detailing the specifics of such activity.

SECTION 9. Political Activity

If the Employee announces as a candidate for any elective office during the duration, of this contract, he will resign from Hall County employment immediately upon declaring candidacy as defined by state law. During the term of this contract, the Employee may not:

- A. Be involved in any political activity that would constitute a conflict of interest; including participation in any aspect of any local political campaign on behalf of himself if intending to seek elected office, or other individual or in opposition to any candidate for office within Hall County; including municipal and/or county government office. This restriction includes but is not limited to displaying or distributing information, materials, or paraphernalia in support of any political candidate, party or organization.
- B. Knowingly solicit, accept, or receive political contributions from any person, to be used in support of or in opposition to any political candidate for election within Hall County, including municipal and/or county government office.
- C. Use, or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any person a job or other advantage for the purpose of influencing the vote or political action of any person.

EMPLOYMENT AGREEMENT

Development Services Director

SECTION 10. Vehicle and Phone

Employee's duties require the substantial use of their personal automobile during the term of employment. The County shall pay to the Employee, in addition to salary, a monthly vehicle allowance of \$433.33. A cellular phone dedicated solely for business usage may be provided by the Employer. In such case, the Employer shall be responsible for paying for and maintaining regular monthly service. Should the Employee desire to use his personal cellular phone for business purposes, Employer shall reimburse the Employee the amount of \$50 per month.

SECTION 11. Insurance Benefits

The County agrees to put in force and make premium payments for Medical, Dental, Vision, Short-Term Disability and Life Insurance policies on behalf of the Employee and if so elected, eligible dependents, at a level of coverage available to other County employees. The Employee may choose not to cover his dependents.

SECTION 12. Retirement Benefits

Provided that contributions are being made by the County, if the Employee elects, Hall County agrees to contribute 8% of annual compensation as defined by the retirement plan in addition to Employer matching contributions made on contributions by the Employee as received by other County employees, into a defined contribution plan, except that the County may reduce or suspend this contribution at any time and for any duration as required due to a lack of financial resources. Retirement contributions shall not be made on any severance pay provided by the Employer, paid in accordance with Section 3.

SECTION 13. Paid Time Off (PTO) or Vacation and Sick Leave

As applicable, the County will provide for Paid Time Off (PTO) in the same manner as the accruals currently received by other County Employees. In the event that the County changes or adopts a new program for all employees, such changes shall also apply to the **Development Services Director**. Accrued PTO shall be paid to Employee upon termination of employment.

EMPLOYMENT AGREEMENT

Development Services Director

SECTION 14. Dues, Subscriptions and Professional Development

- A. The County agrees to pay the Employee's annual membership dues, subscriptions and conference expenses incurred by the Employee in conjunction with the Employee's duties, not to exceed the budget and subject to prior approval by the County Administrator or his or her designee.
- B. The County agrees to pay the travel and subsistence expenses of the Employee for expenses related to maintenance of professional certifications, professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the department, not to exceed the budget and subject to prior approval by the County Administrator or his or her designee.

SECTION 15. Indemnification

The County shall defend, save harmless and indemnify the Employee against any claim or demand or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as **Development Services Director**. The County or its insurance carrier will pay the amount of any settlement or judgment agreed to or rendered against the Employee and the County may agree to such settlement or the payment of a judgment with or without the express consent of the Employee. Any defense and/or indemnification of the Employee by the County shall be subject to all of the terms and conditions found in the County's Defense and Indemnification ordinance/policy.

SECTION 16. General Provisions

- A. The text herein shall constitute the entire agreement between the parties. Any amendment hereto shall be in writing and be executed by both parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

EMPLOYMENT AGREEMENT

Development Services Director

- D. This agreement will become effective on the 1st day of July, 2024, and shall continue thereafter unless or until the agreement is terminated by either party as set forth herein.
- E. This agreement shall be executed in duplicate, each of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other copy.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____ 2024.

HALL COUNTY, GEORGIA

County Administrator

ATTEST:

County Commission Clerk
(Seal)

Employee

APPROVAL AS TO FORM

William J. Linkous III
County Attorney



REQUEST TYPE: NEW FULL-TIME POSITION

Department #

Department Name

Development Services Director

Requested Position Title

Priority #

ADDITIONAL PERSONNEL COST CALCULATION

<i>New Position</i>		Account
\$145,000.00	Salary Requested (use midpoint of paygrade)	511100
\$5,200.00	Car Allowance	512902
11,491.00	Taxes	512200
21,028.00	Retirement	512400
32,940.00	Health	512100
1,567.00	Dental	512103
376.00	Life	512102
105.00	AD&D	512102
561.00	Short Term Disability	512100
\$218,268.00	Total Additional Personnel Costs	

JUSTIFICATION (please provide a short explanation of your request on the lines below):

Please note taxes, retirement, and benefits are all estimates based on maximum potential cost. Should Employee desire to use personal cell phone for business purposes, there will be a \$50 reimbursement per month.

PERSONNEL EQUIPMENT REQUEST (list all equipment required and estimated cost)

****Do not add these estimated costs to your department's operating budget. It is calculated separately by OMB.**

EQUIPMENT DESCRIPTION (uniform, gun, fire safety suit, vehicle, computer, cell phone etc.)	ESTIMATED COST
	\$ -
	\$ -
	\$ -



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 363/2024

SUBJECT: Approve the Employment Agreement for the Director of Planning and Zoning.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: DLJ

Recommendation:

Department recommends approval of the Employment Agreement for the Planning and Zoning Director position.

Purpose of Request:

Approve the Employment Agreement for the Director of Planning and Zoning.

History:

Facts and Issues:

Options:

Funding Requested

\$ 224,985.00

Are funds within current budget?

Yes

Source of Funds

Development Services

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

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
LJ	LJ	EW	TS
Attorney		Administration	
WLI		CR	
		Clerk	
		JR	

Attachments:

Financial Supplement
Employment Agreement
Cost Worksheet



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

AGENDA ITEM 363/2024

Funds Requested: \$ 224,985.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Development Services

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	511100-SALARIES	\$150,000.00
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512902-TRAVEL/CAR USE ALLOWANCE	\$5,200.00
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512200-FICA	\$11,873.00
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512400-RETIREMENT	\$21,728.00
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512100-HEALTH INSURANCE	\$33,520.00
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512103-CONTRACT EE INSURANCE	\$1,567.00
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512102-LIFE INSURANCE	\$497.00
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	523201-COMMUNICATIONS	\$600.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DLJ

Phone: 770-531-6712

EMPLOYMENT AGREEMENT

Planning and Zoning Director

THIS AGREEMENT made and entered into this 27th day of June, 2024, by and between **HALL COUNTY, STATE OF GEORGIA**, hereinafter called “the County”, as party of the first part, and **Elizabeth Garmon**, herein called "Employee", as part of the second part, both of whom agree as follows:

WITNESSETH

WHEREAS, the County desires to employ the services of said **Elizabeth Garmon** as the **Planning and Zoning Director** of Hall County; and

WHEREAS, it is the desire of the Hall County Board of Commissioners, hereafter called “Commission” to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of Hall County to secure and retain the services of said Employee and provide inducement for him or her to remain in such employment, and to make possible full work productivity by assuring said Employee’s morale and peace of mind with respect to future security, and to provide a just means of terminating the Employee’s services at such a time as desired by the County Administrator, or his or her designee; and

WHEREAS, the Employee desires to accept employment as **Planning and Zoning Director** for Hall County;

NOW THEREFORE; in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Duties

The County hereby agrees to employ **Elizabeth Garmon** as **Planning and Zoning Director**, to perform legally permissible functions and duties specified and assigned by the County Administrator or his or her designee.

EMPLOYMENT AGREEMENT

Planning and Zoning Director

SECTION 2. Term

- A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the County Administrator to terminate the services of this Employee at any time, subject only to the provisions set forth in SECTION 3 of this agreement. The Employee understands that he serves at the pleasure of the County Administrator.
- B. Nothing in the agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the County, subject to the provisions set forth in SECTION 3, Paragraphs B and C of this agreement.

SECTION 3. Termination and Severance Pay

- A. In the event the Employee is terminated pursuant to Paragraph B hereof and the Employee is willing and able to perform the duties of the position under this agreement, upon execution of a Separation Agreement and General Release, the Employer agrees to pay the Employee a lump sum cash payment equal to three (3) months aggregate annual salary, exclusive of other forms of compensation, less standard withholdings, in addition to the continuation of medical, dental and vision insurance benefits during the three (3) month period immediately following the date of termination. However, in the event the Employee is terminated because the Employee has been convicted of a misdemeanor or a felony, or if the County determines that the Employee has engaged in unprofessional and improper practice, other than negligence, and breach of public trust, including but not limited to illegal acts involving personal gain, or moral turpitude, the County shall be entitled to terminate the Employee immediately without any severance pay, or medical, dental and vision insurance continuation aside from COBRA.
- B. In the event the Employer at any point during the term of this agreement reduces the salary or other financial benefits of the Employee in a greater percentage than reductions to all other employees of Employer, or if Employer refuses, following a written request to comply with any provision benefiting Employee herein; or the Employee resigns following a suggestion, whether formal or informal, by the County Administrator that he resign, then, in that event, Employee may, at his option, be deemed to be terminated at the date of such reduction or refusal to comply within the meaning and context of the herein severance pay provision.

EMPLOYMENT AGREEMENT

Planning and Zoning Director

C. In the event the Employee voluntarily resigns his position with the County as **Planning and Zoning Director** then the Employee shall give the County **thirty (30)** days written notice in advance, unless the parties otherwise agree. The provision for severance pay and continuation of employment benefits detailed in SECTION 3, Paragraph A shall not apply to a voluntary resignation.

SECTION 4. Termination Due to Disability

If the Employee is unable to perform his duties because of sickness, accident, injury, or mental incapacity, and no reasonable accommodations are available, the County shall have the option to terminate employment, subject to the severance pay requirements of SECTION 3, Paragraph A. However, the Employee shall be compensated for any accrued benefits, in accordance with current policies.

SECTION 5. Salary

The County agrees to pay the Employee for his services rendered, pursuant hereto, an annual base salary of **\$150,000.00**, payable in installments at the same time as other employees of the County are paid, except that the county may put in place cost reduction measures at any time and for any duration as required by a lack of financial resources. The base annual salary and benefits may be reviewed annually by the County Administrator and consideration for increases may be determined based upon the performance of the employee or consideration of providing a Cost of Living Adjustment (COLA).

SECTION 6. Performance Evaluation

The County Administrator, or his or her designee, shall review and evaluate the performance of Employee at least annually on the anniversary day of this agreement. Said review and evaluation shall be in accordance with criteria developed by the County Administrator, or his or her designee, and Employee. Performance criteria may be added to or deleted from, as the County Administrator, or his or her designee may from time to time determine. Further, the County Administrator, or his or her designee, shall provide the Employee with a written summary statement of the findings of the evaluation.

EMPLOYMENT AGREEMENT

Planning and Zoning Director

SECTION 7. Hours of Work

It is generally recognized that the position of **Planning and Zoning Director** involves the devotion of a great deal of time beyond typically recognized business hours.

SECTION 8. Outside Activities

The Employee shall devote his full time to the position described in this agreement. With the approval of the County Administrator, or his or her designee, the Employee may engage in teaching, consulting or other non-employer related activities as long as he does not interfere with the execution of the duties of this position, or present a conflict of interest. Such consent must be obtained by advance approval, in writing, detailing the specifics of such activity.

SECTION 9. Political Activity

If the Employee announces as a candidate for any elective office during the duration, of this contract, he will resign from Hall County employment immediately upon declaring candidacy as defined by state law. During the term of this contract, the Employee may not:

- A. Be involved in any political activity that would constitute a conflict of interest; including participation in any aspect of any local political campaign on behalf of himself if intending to seek elected office, or other individual or in opposition to any candidate for office within Hall County; including municipal and/or county government office. This restriction includes but is not limited to displaying or distributing information, materials, or paraphernalia in support of any political candidate, party or organization.
- B. Knowingly solicit, accept, or receive political contributions from any person, to be used in support of or in opposition to any political candidate for election within Hall County, including municipal and/or county government office.
- C. Use, or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any person a job or other advantage for the purpose of influencing the vote or political action of any person.

EMPLOYMENT AGREEMENT

Planning and Zoning Director

SECTION 10. Vehicle and Phone

Employee's duties require the substantial use of their personal automobile during the term of employment. The County shall pay to the Employee, in addition to salary, a monthly vehicle allowance of \$433.33. A cellular phone dedicated solely for business usage may be provided by the Employer. In such case, the Employer shall be responsible for paying for and maintaining regular monthly service. Should the Employee desire to use his personal cellular phone for business purposes, Employer shall reimburse the Employee the amount of \$50 per month.

SECTION 11. Insurance Benefits

The County agrees to put in force and make premium payments for Medical, Dental, Vision, Short-Term Disability and Life Insurance policies on behalf of the Employee and if so elected, eligible dependents, at a level of coverage available to other County employees. The Employee may choose not to cover his dependents.

SECTION 12. Retirement Benefits

Provided that contributions are being made by the County, if the Employee elects, Hall County agrees to contribute 8% of annual compensation as defined by the retirement plan in addition to Employer matching contributions made on contributions by the Employee as received by other County employees, into a defined contribution plan, except that the County may reduce or suspend this contribution at any time and for any duration as required due to a lack of financial resources. Retirement contributions shall not be made on any severance pay provided by the Employer, paid in accordance with Section 3.

SECTION 13. Paid Time Off (PTO) or Vacation and Sick Leave

As applicable, the County will provide for Paid Time Off (PTO) in the same manner as the accruals currently received by other County Employees. In the event that the County changes or adopts a new program for all employees, such changes shall also apply to the **Planning and Zoning Director**. Accrued PTO shall be paid to Employee upon termination of employment.

EMPLOYMENT AGREEMENT

Planning and Zoning Director

SECTION 14. Dues, Subscriptions and Professional Development

- A. The County agrees to pay the Employee's annual membership dues, subscriptions and conference expenses incurred by the Employee in conjunction with the Employee's duties, not to exceed the budget and subject to prior approval by the County Administrator or his or her designee.
- B. The County agrees to pay the travel and subsistence expenses of the Employee for expenses related to maintenance of professional certifications, professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the department, not to exceed the budget and subject to prior approval by the County Administrator or his or her designee.

SECTION 15. Indemnification

The County shall defend, save harmless and indemnify the Employee against any claim or demand or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as **Planning and Zoning Director**. The County or its insurance carrier will pay the amount of any settlement or judgment agreed to or rendered against the Employee and the County may agree to such settlement or the payment of a judgment with or without the express consent of the Employee. Any defense and/or indemnification of the Employee by the County shall be subject to all of the terms and conditions found in the County's Defense and Indemnification ordinance/policy.

SECTION 16. General Provisions

- A. The text herein shall constitute the entire agreement between the parties. Any amendment hereto shall be in writing and be executed by both parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

EMPLOYMENT AGREEMENT

Planning and Zoning Director

- D. This agreement will become effective on the 1st day of July, 2024, and shall continue thereafter unless or until the agreement is terminated by either party as set forth herein.
- E. This agreement shall be executed in duplicate, each of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other copy.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____ 2024.

HALL COUNTY, GEORGIA

County Administrator

ATTEST:

County Commission Clerk
(Seal)

Employee

APPROVAL AS TO FORM

William J. Linkous III
County Attorney



REQUEST TYPE: NEW FULL-TIME POSITION

Department #	Planning
Department Name	
Requested Position Title	Priority #

ADDITIONAL PERSONNEL COST CALCULATION		
<i>New Position</i>		Account
\$150,000.00	Salary Requested (use midpoint of paygrade)	511100
\$5,200.00	Car Allowance	512902
11,873.00	Taxes	512200
21,728.00	Retirement	512400
32,940.00	Health	512100
1,567.00	Dental	512103
389.00	Life	512102
108.00	AD&D	512102
580.00	Short Term Disability	512100
\$224,385.00	Total Additional Personnel Costs	

JUSTIFICATION (please provide a short explanation of your request on the lines below):

Please note taxes, retirement, and benefits are all estimates based on maximum potential cost. Should Employee desire to use personal cell phone for business purposes, there will be a \$50 reimbursement per month.

PERSONNEL EQUIPMENT REQUEST (list all equipment required and estimated cost)

**Do not add these estimated costs to your department's operating budget. It is calculated separately by OMB.

EQUIPMENT DESCRIPTION (uniform, gun, fire safety suit, vehicle, computer, cell phone etc.)	ESTIMATED COST
	\$ -
	\$ -
	\$ -



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 361/2024

SUBJECT: Approve the Employment Agreement for the Director of Central Services.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: DLJ

Recommendation:

Department recommends approval of the Employment Agreement for the Central Services Director position.

Purpose of Request:

Approve the Employment Agreement for the Director of Central Services.

History:

Facts and Issues:

Options:

Funding Requested

\$ 198,227.00

Are funds within current budget?

Yes

Source of Funds

General

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

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
LJ	LJ	EW	TS
Attorney	Administration	Clerk	
WLI	CR	JR	

Attachments:

Financial Supplement
Employment Agreement
Position Cost Worksheet



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

AGENDA ITEM 361/2024

Funds Requested: \$ 198,227.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

General

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	100-GENERAL FUND	1565-BUILDINGS AND MAINTENANCE	511100-SALARIES	\$135,386.00
2025	100-GENERAL FUND	1565-BUILDINGS AND MAINTENANCE	512200-FICA	\$10,358.00
2025	100-GENERAL FUND	1565-BUILDINGS AND MAINTENANCE	512400-RETIREMENT	\$18,953.00
2025	100-GENERAL FUND	1565-BUILDINGS AND MAINTENANCE	512100-HEALTH INSURANCE	\$33,032.00
2025	100-GENERAL FUND	1565-BUILDINGS AND MAINTENANCE	512103-CONTRACT EE INSURANCE	\$48.00
2025	100-GENERAL FUND	1565-BUILDINGS AND MAINTENANCE	512102-LIFE INSURANCE	\$449.00
2025	100-GENERAL FUND	1565-BUILDINGS AND MAINTENANCE	523201-COMMUNICATIONS	\$600.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DLJ

Phone: 770-531-6712

EMPLOYMENT AGREEMENT

Central Services Director

THIS AGREEMENT made and entered into this 27th day of June, 2024, by and between **HALL COUNTY, STATE OF GEORGIA**, hereinafter called “the County”, as party of the first part, and **Kevin Ivey**, herein called "Employee", as part of the second part, both of whom agree as follows:

WITNESSETH

WHEREAS, the County desires to employ the services of said **Kevin Ivey** as the **Central Services Director** of Hall County; and

WHEREAS, it is the desire of the Hall County Board of Commissioners, hereafter called “Commission” to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of Hall County to secure and retain the services of said Employee and provide inducement for him or her to remain in such employment, and to make possible full work productivity by assuring said Employee’s morale and peace of mind with respect to future security, and to provide a just means of terminating the Employee’s services at such a time as desired by the County Administrator, or his or her designee; and

WHEREAS, the Employee desires to accept employment as **Central Services Director** for Hall County;

NOW THEREFORE; in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Duties

The County hereby agrees to employ **Kevin Ivey** as **Central Services Director**, to perform legally permissible functions and duties specified and assigned by the County Administrator or his or her designee.

EMPLOYMENT AGREEMENT

Central Services Director

SECTION 2. Term

- A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the County Administrator to terminate the services of this Employee at any time, subject only to the provisions set forth in SECTION 3 of this agreement. The Employee understands that he serves at the pleasure of the County Administrator.
- B. Nothing in the agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the County, subject to the provisions set forth in SECTION 3, Paragraphs B and C of this agreement.

SECTION 3. Termination and Severance Pay

- A. In the event the Employee is terminated pursuant to Paragraph B hereof and the Employee is willing and able to perform the duties of the position under this agreement, upon execution of a Separation Agreement and General Release, the Employer agrees to pay the Employee a lump sum cash payment equal to three (3) months aggregate annual salary, exclusive of other forms of compensation, less standard withholdings, in addition to the continuation of medical, dental and vision insurance benefits during the three (3) month period immediately following the date of termination. However, in the event the Employee is terminated because the Employee has been convicted of a misdemeanor or a felony, or if the County determines that the Employee has engaged in unprofessional and improper practice, other than negligence, and breach of public trust, including but not limited to illegal acts involving personal gain, or moral turpitude, the County shall be entitled to terminate the Employee immediately without any severance pay, or medical, dental and vision insurance continuation aside from COBRA.
- B. In the event the Employer at any point during the term of this agreement reduces the salary or other financial benefits of the Employee in a greater percentage than reductions to all other employees of Employer, or if Employer refuses, following a written request to comply with any provision benefiting Employee herein; or the Employee resigns following a suggestion, whether formal or informal, by the County Administrator that he resign, then, in that event, Employee may, at his option, be deemed to be terminated at the date of such reduction or refusal to comply within the meaning and context of the herein severance pay provision.

EMPLOYMENT AGREEMENT

Central Services Director

C. In the event the Employee voluntarily resigns his position with the County as **Central Services Director** then the Employee shall give the County **thirty (30)** days written notice in advance, unless the parties otherwise agree. The provision for severance pay and continuation of employment benefits detailed in SECTION 3, Paragraph A shall not apply to a voluntary resignation.

SECTION 4. Termination Due to Disability

If the Employee is unable to perform his duties because of sickness, accident, injury, or mental incapacity, and no reasonable accommodations are available, the County shall have the option to terminate employment, subject to the severance pay requirements of SECTION 3, Paragraph A. However, the Employee shall be compensated for any accrued benefits, in accordance with current policies.

SECTION 5. Salary

The County agrees to pay the Employee for his services rendered, pursuant hereto, an annual base salary of **\$135,386.00** payable in installments at the same time as other employees of the County are paid, except that the county may put in place cost reduction measures at any time and for any duration as required by a lack of financial resources. The base annual salary and benefits may be reviewed annually by the County Administrator and consideration for increases may be determined based upon the performance of the employee or consideration of providing a Cost of Living Adjustment (COLA).

SECTION 6. Performance Evaluation

The County Administrator, or his or her designee, shall review and evaluate the performance of Employee at least annually on the anniversary day of this agreement. Said review and evaluation shall be in accordance with criteria developed by the County Administrator, or his or her designee, and Employee. Performance criteria may be added to or deleted from, as the County Administrator, or his or her designee may from time to time determine. Further, the County Administrator, or his or her designee, shall provide the Employee with a written summary statement of the findings of the evaluation.

EMPLOYMENT AGREEMENT

Central Services Director

SECTION 7. Hours of Work

It is generally recognized that the position of **Central Services Director** involves the devotion of a great deal of time beyond typically recognized business hours.

SECTION 8. Outside Activities

The Employee shall devote his full time to the position described in this agreement. With the approval of the County Administrator, or his or her designee, the Employee may engage in teaching, consulting or other non-employer related activities as long as he does not interfere with the execution of the duties of this position, or present a conflict of interest. Such consent must be obtained by advance approval, in writing, detailing the specifics of such activity.

SECTION 9. Political Activity

If the Employee announces as a candidate for any elective office during the duration, of this contract, he will resign from Hall County employment immediately upon declaring candidacy as defined by state law. During the term of this contract, the Employee may not:

- A. Be involved in any political activity that would constitute a conflict of interest; including participation in any aspect of any local political campaign on behalf of himself if intending to seek elected office, or other individual or in opposition to any candidate for office within Hall County; including municipal and/or county government office. This restriction includes but is not limited to displaying or distributing information, materials, or paraphernalia in support of any political candidate, party or organization.
- B. Knowingly solicit, accept, or receive political contributions from any person, to be used in support of or in opposition to any political candidate for election within Hall County, including municipal and/or county government office.
- C. Use, or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any person a job or other advantage for the purpose of influencing the vote or political action of any person.

EMPLOYMENT AGREEMENT

Central Services Director

SECTION 10. Vehicle and Phone

When the Employee's duties require the use of an automobile during the term of employment, one will be provided by the Employer. The Employer shall be responsible for paying liability, property damage, and comprehensive insurance in addition to the expenses for purchase, operation, maintenance, repair, and replacement of said vehicle. A cellular phone dedicated solely for business usage may be provided by the Employer. In such case, the Employer shall be responsible for paying for and maintaining regular monthly service. Should the Employee desire to use his personal cellular phone for business purposes, Employer shall reimburse the Employee the amount of \$50 per month.

SECTION 11. Insurance Benefits

The County agrees to put in force and make premium payments for Medical, Dental, Vision, Short-Term Disability and Life Insurance policies on behalf of the Employee and if so elected, eligible dependents, at a level of coverage available to other County employees. The Employee may choose not to cover his dependents.

SECTION 12. Retirement Benefits

Provided that contributions are being made by the County, if the Employee elects, Hall County agrees to contribute 8% of annual compensation as defined by the retirement plan in addition to Employer matching contributions made on contributions by the Employee as received by other County employees, into a defined contribution plan, except that the County may reduce or suspend this contribution at any time and for any duration as required due to a lack of financial resources. Retirement contributions shall not be made on any severance pay provided by the Employer, paid in accordance with Section 3.

SECTION 13. Paid Time Off (PTO) or Vacation and Sick Leave

As applicable, the County will provide for Paid Time Off (PTO) or vacation and sick leave in the same manner as the accruals currently received by other County Employees. In the event that the County changes or adopts a new program for all employees, such changes shall also apply to the **Central Services Director**. Accrued PTO or vacation leave, whichever is applicable, shall be paid to Employee upon termination of employment.

EMPLOYMENT AGREEMENT

Central Services Director

SECTION 14. Dues, Subscriptions and Professional Development

- A. The County agrees to pay the Employee's annual membership dues, subscriptions and conference expenses incurred by the Employee in conjunction with the Employee's duties, not to exceed the budget and subject to prior approval by the County Administrator or his or her designee.
- B. The County agrees to pay the travel and subsistence expenses of the Employee for expenses related to maintenance of professional certifications, professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the department, not to exceed the budget and subject to prior approval by the County Administrator or his or her designee.

SECTION 15. Indemnification

The County shall defend, save harmless and indemnify the Employee against any claim or demand or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as **Central Services Director**. The County or its insurance carrier will pay the amount of any settlement or judgment agreed to or rendered against the Employee and the County may agree to such settlement or the payment of a judgment with or without the express consent of the Employee. Any defense and/or indemnification of the Employee by the County shall be subject to all of the terms and conditions found in the County's Defense and Indemnification ordinance/policy.

SECTION 16. General Provisions

- A. The text herein shall constitute the entire agreement between the parties. Any amendment hereto shall be in writing and be executed by both parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

EMPLOYMENT AGREEMENT

Central Services Director

- D. This agreement will become effective on the 1st day of July, 2024, and shall continue thereafter unless or until the agreement is terminated by either party as set forth herein.
- E. This agreement shall be executed in duplicate, each of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other copy.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____ 2024.

HALL COUNTY, GEORGIA

County Administrator

ATTEST:

County Commission Clerk
(Seal)

Employee

APPROVAL AS TO FORM

William J. Linkous III
County Attorney



REQUEST TYPE: NEW FULL-TIME POSITION

Department #	Department Name
Central Services Director	
Requested Position Title	Priority #

ADDITIONAL PERSONNEL COST CALCULATION		
<i>New Position</i>		Account
\$135,386.00	Salary Requested (use midpoint of paygrade)	511100
10,358.00	Taxes	512200
18,954.00	Retirement	512400
32,508.00	Health	512100
48.00	Dental	512103
351.00	Life	512102
98.00	AD&D	512102
524.00	Short Term Disability	512100
\$198,227.00	Total Additional Personnel Costs	

JUSTIFICATION (please provide a short explanation of your request on the lines below):

Please note taxes, retirement, and benefits are all estimates based on maximum potential cost. Should Employee desire to use personal cell phone for business purposes, there will be a \$50 reimbursement per month.

PERSONNEL EQUIPMENT REQUEST (list all equipment required and estimated cost)

****Do not add these estimated costs to your department's operating budget. It is calculated separately by OMB.**

EQUIPMENT DESCRIPTION (uniform, gun, fire safety suit, vehicle, computer, cell phone etc.)	ESTIMATED COST
	\$ -
	\$ -
	\$ -



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 347/2024

SUBJECT: Approve the award of RFQ/P #45-004 Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating for Public Works & Utilities to Advanced Paving & Sealcoating Inc. of Gainesville, GA, Allied Paving Contractors, Inc. of Pendergrass, GA, Magnum Paving of Villa Rica, GA and Ryals Brothers, LLC of Lula, GA. The estimated annual cost is \$170,000.00.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: BN

Recommendation:

Approve.

Purpose of Request:

Approve the award of RFQ/P #45-004 Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating for Public Works & Utilities to Advanced Paving & Sealcoating Inc. of Gainesville, GA, Allied Paving Contractors, Inc. of Pendergrass, GA, Magnum Paving of Villa Rica, GA and Ryals Brothers, LLC of Lula, GA. The estimated annual cost is \$170,000.00.

History:

In the past, the County had this contract to provide for smaller paving jobs for both Road Maintenance and Public Works and Utilities. The previous contract has expired.

Facts and Issues:

This is a new contract for FY25 and will be year one (1) of a possible five (5) year contract. The four vendors were recommended to utilize a pool of contractors that will be presented with task orders as various jobs arise throughout the County.

Options:

Funding Requested	\$ 170,000.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
JD	BN	BN	AP
Budget	Finance	Attorney	Administration
EW	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement

Bid Tabulation

Contracts



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

AGENDA ITEM 347/2024

Funds Requested: \$ 170,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	522200-REPAIRS AND MAINTENANCE	\$170,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions:

Phone:

RFQ/P # 45-004 Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating

Bid Tab Summary

SCORES	Advanced Paving	Allied Contractors	Magnum Paving	Ryals Bros
Average Technical Scores	506.67	666.67	513.33	613.33
Average Cost Scores	116.67	200.00	133.33	150.00
Total Scores	623.33	866.67	646.67	763.33

Number of bids emailed	36
Number of bids emailed to Hall Co	7
Total responses	4
Number of Hall Co responses	2
No Bids	3



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 06/10/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 45-004

Bid/Contract Name: Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating

Department(s) Requesting Contract: Public Works and Utilities, and Road Maintenance

Award Recipient Name: Advanced Paving & Sealcoating, Inc., Allied Paving Contractors, Inc., Magnum Paving, and Ryals Brothers, LLC

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$167,500

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$170,000

Product Contract Estimated Amount: \$0

Comments: This is a new contract for FY25. This will be year one (1) of a possible five (5) year contract.

The evaluation committee requested that we award to the four (4) vendors that responded to the solicitation as this will be a pool of vendors that will receive task orders for specific work as the need arises. This will be for small paving projects throughout the County and various departments are able to use this contract as well.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA



Hall County Government

FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #45-004

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

For the provision of
Demand Services for On-Call Minor
Resurfacing, Paving, and Sealcoating

t: 770.535.8270 | f: 770.531.6711

ARTICLE #101 - INTRODUCTION

INTERIM DIRECTOR
Taylor Samples, CPA

This Contract for Minor Resurfacing, Paving, and Sealcoating (hereinafter "Services") as entered into on 05/30/2024, and with an Effective Date of July 1, 2024, is by and between; Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Ayals Brothers, located at 5923 Main St., Lake
GA 30554 (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**.

by reference, (including Performance & Payment Bonds and all permits if required)
shown below: N/A

- 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.

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

Blair Reynolds
Civil Engineer
Hall County Community Development and
Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30507
Email: bmartin@hallcounty.org
Ph: (678)343-0636

COUNTY ISSUING OFFICER

Julie Dorough
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFO

Neil Wingo
Client Manager
5973 Main St.
Lula, GA 30554
Ph: 770-919-0911
Email: hereforyou@ryalsbros.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:

For multi-year contracts the term will be for one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

- B. County hereby agrees as good and valuable compensation as provided in EXHIBIT C-MANDATORY PRICING, as incorporated herein by reference, (including Performance & Payment Bonds and all permits if required) shown below: **N/A**
- 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.

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:

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Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
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COUNTY ISSUING OFFICER

Julie Dorough
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFO

Name
Title
Address 1
Address 2
City, State, Zip
Ph:
Email:

REMIT-TO ADDRESS (if different).

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

For multi-year contracts the term will be for one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

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

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

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

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

ARTICLE # 108 - TERMINATION:

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

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

- B. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - 1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County’s satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

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

3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

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

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

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

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

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

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

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

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. Liquidated Damages. N/A

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

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

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

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

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

ARTICLE # 118-- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

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

Additional Provisions:

- a. Uninsured motorists' coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos

- c. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy

Umbrella Liability Insurance: Required for all contracts

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

Additional Provisions:

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation
- e. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk
- f. Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.”
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

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

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

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

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

B. Invoice/Payment.

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

C. Unsatisfactory Performance; Delay of Payment.

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

- D. Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any

judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (not applicable)

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

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

ARTICLE #124 – RETAINAGE (not applicable)

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

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

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

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

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131– VALIDITY

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

ARTICLE #132 – SALES TAX EXEMPTION STATUS

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

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.

8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.

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

[Signature Page Follows]

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

PRINT COMPANY FULL LEGAL NAME

Byals Brothers, LLC

HALL COUNTY, GEORGIA

By: Neil Wingo

By: _____

Print Name: Neil Wingo

Richard Higgins, Chairman

Title: Client Manager

Board of Commissioners

Date: _____

Sworn to and subscribed before me this

Attestment: _____

30 Day of May, 2024

Board of Commissioners Clerk

Notary Public: [Signature]

Notary commission expires: 10-13-27

[Locus Sigilli – Seal or Stamp]



APPROVED AS TO FORM

[Signature]
Nathaniel R. Anderson,
Senior Assistant County Attorney

Copy

EXHIBIT C – MANDATORY COST PROPOSAL WORKSHEET
Quantities are for evaluation purposes only. Not actual job quantities.

RFQ/P #45-004 Minor Resurfacing, Paving & Sealcoating

ITEM NO.	GDOT ITEM	ITEM	QUANTITY	UNIT	UNIT AMOUNT	BID AMOUNT
PAVING AND RESURFACING ITEMS						
0005	318-3800	Aggregate Surface Course	50	TN	\$45.00	\$2,250.00
0010	402-1812	Recycled Asph. Conc. Leveling, Incl. Bitum Material & H Lime	4,810	TN	\$152.04	\$731,312.40
0015	402-3100	Recycled Asph Conc. 9.5 MM Superpave, Type I, Group 1 or Blend 1, include bitum material & H lime	5,000	TN	\$153.66	\$768,300.00
0030	402-3103	Recycled Asph Conc 9.5 MM Superpave, Type II, Group 2 only, include bitum material & H lime	5,000	TN	\$149.14	\$745,700.00
0035	413-1000	Bitum, Tack Coat	14,653	GL	\$6.00	\$87,918.00
0040	441-0016	Driveway Concrete, 6 in thick	50	SY	\$152.96	\$7,684.00
0045		Asphalt Sealcoating	45,000	SY	\$2.21	\$99,450.00
0050		Sawed Joints in Exist Pavement – PCC	50	SY	\$15.00	\$750.00
0055		Asphalt Patching	11,000	TN	\$171.27	\$1,883,970.00
0060		Crack Sealing	10	MI	\$6,025.50	\$60,255.00
0065	432-5010	Mill Asphalt Concrete Pavement, Variable Depth.	5,000	SY	\$12.00	\$60,000.00
0070	444-1000	Shoulder Construction	23	MI	\$6,500.00	\$149,500.00
0075	706-1002	Turf Establishment, TP B	5	AC	\$10,000.00	\$50,000.00
					Subtotal	
SIGNING AND MARKING ITEMS						
0075	150-1000	Traffic Control	1.00	Lump	\$3,347.50	\$3,347.50
0100	653-1504	Thermoplastic Solid Traffic Stripe, 12 in, White	100.00	LF	\$6.70	\$670.00
0105	653-2501	Thermoplastic Solid Traffic Stripe, 5 in, White	4.00	LM	\$4,017.00	\$16,068.00
0110	653-2502	Thermoplastic Solid Traffic Stripe, 5 in, Yellow	5.00	LM	\$4,017.00	\$20,085.00
0115	653-4501	Thermoplastic Skip Traffic Stripe, 5 in, White	1.00	GLM	\$3,749.20	\$3,749.20
0120	653-4502	Thermoplastic Skip Traffic Stripe, 5 in, Yellow	1.00	GLM	\$3,749.20	\$3,749.20
0125	653-1704	Thermoplastic Solid Traffic Stripe, 24 in, White	100.00	LF	\$16.07	\$1,607.00
0130	653-1706	Thermoplastic Solid Traffic Stripe, 24 in, Yellow	50.00	LF	\$16.07	\$803.50
0135	653-1804	Thermoplastic Solid Traffic Stripe, 8 in, White	500.00	LF	\$4.02	\$2,010.00
0140	653-1806	Thermoplastic Solid Traffic Stripe, 8 in, Yellow	500.00	LF	\$4.02	\$2,010.00
0145	652-0120	Thermoplastic Type 2 Arrows	10.00	EA	\$167.38	\$1,673.80
0155	653-0220	Thermoplastic Pavement Marking, Word, Type 2	2.00	EA	\$401.70	\$803.40
0160	653-0230	Thermoplastic Pavement Marking, Word, Type 3A	2.00	EA	\$1,138.15	\$2,276.30
					Subtotal	
					TOTAL AMOUNT \$4,705,942.30	



Hall County Government

FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #45-004

For the provision of
Demand Services for On-Call Minor
Resurfacing, Paving, and Sealcoating

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

ARTICLE #101 - INTRODUCTION

This Contract for Minor Resurfacing, Paving, and Sealcoating (hereinafter "Services") as entered into on _____, is by and between; Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Advanced Paving & Sealcoating, Inc. located at 4251 Mangum Mill Rd., Gainesville, GA 30507 (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 EXHIBIT C-MANDATORY PRICING, as incorporated herein by reference, (including Performance & Payment Bonds and all permits if required) shown below: **N/A**
- 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.

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

Blair Reynolds
Civil Engineer
Hall County Community Development and
Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30507
Email: bmartin@hallcounty.org
Ph: (678)343-0636

COUNTY ISSUING OFFICER

Julie Dorough
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFO

Kay Sutton
Treasurer
4251 Mangum Mill Rd
Gainesville, GA 30507
Ph: 770-536-0709
Email: advancedpavingga@gmail.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:

For multi-year contracts the term will be for one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

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

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

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

ARTICLE # 108 - TERMINATION:

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

- A. Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - 1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County’s satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - 2. The County determines that contractor’s satisfactory performance of the Contract substantially endangered or that default is likely to occur.

3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

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

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

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

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

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

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

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

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. Liquidated Damages. N/A

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

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

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

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

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

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

ARTICLE # 118- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

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

Additional Provisions:

- a. Uninsured motorists' coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos

- c. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy

Umbrella Liability Insurance: Required for all contracts

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

Additional Provisions:

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation
- e. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk
- f. Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.”
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

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

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

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

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

B. Invoice/Payment.

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

C. Unsatisfactory Performance; Delay of Payment.

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

D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any

judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (not applicable)

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

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

ARTICLE #124 – RETAINAGE (not applicable)

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

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

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

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

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131– VALIDITY

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

ARTICLE #132 – SALES TAX EXEMPTION STATUS

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

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.

8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.

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

[Signature Page Follows]

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

HALL COUNTY, GEORGIA

By: Kay Sutton
Print Name: Kay Sutton
Title: treasurer

By: _____
Richard Higgins, Chairman
Board of Commissioners

Date: _____

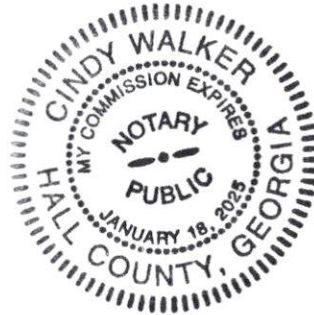
Sworn to and subscribed before me this
28th Day of May, 2024

Attestment: _____
Board of Commissioners Clerk

Notary Public: Cindy Walker
Notary commission expires: 1-18-25

APPROVED AS TO FORM

[Locus Sigilli – Seal or Stamp]



Nathaniel R. Anderson
Nathaniel R. Anderson,
Senior Assistant County Attorney

EXHIBIT C – MANDATORY COST PROPOSAL WORKSHEET
Quantities are for evaluation purposes only. Not actual job quantities.

RFQ/P #45-004 Minor Resurfacing, Paving & Sealcoating

ITEM NO.	GDOT ITEM	ITEM	QUANTITY	UNIT	UNIT AMOUNT	BID AMOUNT
PAVING AND RESURFACING ITEMS						
0005	318-3800	Aggregate Surface Course	50	TN	\$1700,00	SAME
0010	402-1812	Recycled Asph. Conc. Leveling, Incl. Bitum Material & H Lime	4,810	TN	—	—
0015	402-3100	Recycled Asph Conc. 9.5 MM Superpave, Type I, Group 1 or Blend 1, include bitum material & H lime	5,000	TN	\$500,000	SAME
0030	402-3103	Recycled Asph Conc 9.5 MM Superpave, Type II, Group 2 only, include bitum material & H lime	5,000	TN	\$500,000	SAME
0035	413-1000	Bitum, Tack Coat	14,653	GL	\$105,000	SAME
0040	441-0016	Driveway Concrete, 6 in thick	50	SY	—	—
0045		Asphalt Sealcoating	45,000	SY	\$67,500	SAME
0050		Sawed Joints in Exist Pavement – PCC	50	SY	—	—
0055		Asphalt Patching	11,000	TN	\$1,000,000	—
0060		Crack Sealing	10	MI	—	—
0065	432-5010	Mill Asphalt Concrete Pavement, Variable Depth	5,000	SY	—	—
0070	444-1000	Shoulder Construction	23	MI	—	—
0075	706-1002	Turf Establishment, TP B	5	AC	—	—
					Subtotal	
SIGNING AND MARKING ITEMS						
0075	150-1000	Traffic Control	1.00	Lump	Not AC	
0100	653-1504	Thermoplastic Solid Traffic Stripe, 12 in, White	100.00	LF	↓	
0105	653-2501	Thermoplastic Solid Traffic Stripe, 5 in, White	4.00	LM		
0110	653-2502	Thermoplastic Solid Traffic Stripe, 5 in, Yellow	5.00	LM		
0115	653-4501	Thermoplastic Skip Traffic Stripe, 5 in, White	1.00	GLM		
0120	653-4502	Thermoplastic Skip Traffic Stripe, 5 in, Yellow	1.00	GLM		
0125	653-1704	Thermoplastic Solid Traffic Stripe, 24 in, White	100.00	LF		
0130	653-1706	Thermoplastic Solid Traffic Stripe, 24 in, Yellow	50.00	LF		
0135	653-1804	Thermoplastic Solid Traffic Stripe, 8 in, White	500.00	LF		
0140	653-1806	Thermoplastic Solid Traffic Stripe, 8 in, Yellow	500.00	LF		
0145	652-0120	Thermoplastic Type 2 Arrows	10.00	EA		
0155	653-0220	Thermoplastic Pavement Marking, Word, Type 2	2.00	EA		
0160	653-0230	Thermoplastic Pavement Marking, Word, Type 3A	2.00	EA		
						Subtotal
TOTAL AMOUNT						

* THE ABOVE IS TOTAL MATERIAL COSTS WITHOUT LABOR. ALL OF THESE VARY.



Hall County Government

FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #45-004

For the provision of
Demand Services for On-Call Minor
Resurfacing, Paving, and Sealcoating

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

ARTICLE #101 - INTRODUCTION

This Contract for Minor Resurfacing, Paving, and Sealcoating (hereinafter "Services") as entered into on _____, is by and between; Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Allied Paving Contractors, Inc., located at 132 Beck Rd., Pendergrass, GA 30567 (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 EXHIBIT C-MANDATORY PRICING, as incorporated herein by reference, (including Performance & Payment Bonds and all permits if required) shown below: **N/A**
- 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.

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

Blair Reynolds
Civil Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30507
Email: bmartin@hallcounty.org
Ph: (678)343-0636

COUNTY ISSUING OFFICER

Julie Dorough
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFO

Bryan Jones
Vice President
132 Beck Rd.
Pendergrass, GA 30567
Ph: 706-693-4042
Email: bjones@paveone.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:

For multi-year contracts the term will be for one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

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

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

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

ARTICLE # 108 - TERMINATION:

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

- A. Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - 1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.

3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

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

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

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

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

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

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

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

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. Liquidated Damages. N/A

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

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

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

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

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

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

ARTICLE # 118-- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

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

Additional Provisions:

- a. Uninsured motorists' coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos

- c. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy

Umbrella Liability Insurance: Required for all contracts

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

Additional Provisions:

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation
- e. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk
- f. Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.”
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

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

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

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

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

B. Invoice/Payment.

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

C. Unsatisfactory Performance; Delay of Payment.

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

D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any

judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (not applicable)

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

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

ARTICLE #124 – RETAINAGE (not applicable)

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

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

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

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

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131– VALIDITY

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

ARTICLE #132 – SALES TAX EXEMPTION STATUS

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

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 -- CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.

8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.

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

[Signature Page Follows]

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

PRINT COMPANY'S FULL LEGAL NAME
Allied Paving Contractors, Inc.

HALL COUNTY, GEORGIA



By: _____
Print Name: Bryan Jones
Title: Vice President

By: _____
Richard Higgins, Chairman
Board of Commissioners

Date: _____

Sworn to and subscribed before me this
30th Day of May, 2024

Attestment: _____
Board of Commissioners Clerk

Notary Public: Kristi Sun Hall

Notary commission expires: _____

[Locus Sigilli – Seal or Stamp]



APPROVED AS TO FORM

Nathaniel R. Anderson
Nathaniel R. Anderson,
Senior Assistant County Attorney

EXHIBIT C – MANDATORY COST PROPOSAL WORKSHEET
Quantities are for evaluation purposes only. Not actual job quantities.

RFQ/P #45-004 Minor Resurfacing, Paving & Sealcoating

ITEM NO.	GDOT ITEM	ITEM	QUANTITY	UNIT	UNIT AMOUNT	BID AMOUNT
PAVING AND RESURFACING ITEMS						
0005	318-3800	Aggregate Surface Course	50	TN	\$ 50.00	\$ 2,500.00
0010	402-1812	Recycled Asph. Conc. Leveling, Incl. Bitum Material & H Lime	4,810	TN	\$ 145.00	\$ 697,450.00
0015	402-3100	Recycled Asph Conc. 9.5 MM Superpave, Type I, Group 1 or Blend 1, include bitum material & H lime	5,000	TN	\$ 145.00	\$ 725,000.00
0030	402-3103	Recycled Asph Conc 9.5 MM Superpave, Type II, Group 2 only, include bitum material & H lime	5,000	TN	\$ 143.00	\$ 715,000.00
0035	413-1000	Bitum, Tack Coat	14,653	GL	\$ 4.00	\$ 58,612.00
0040	441-0016	Driveway Concrete, 6 in thick	50	SY	\$ 75.00	\$ 3,750.00
0045		Asphalt Sealcoating	45,000	SY	\$ 1.50	\$ 67,500.00
0050		Sawed Joints in Exist Pavement – PCC	50	SY	\$ 10.00	\$ 500.00
0055		Asphalt Patching	11,000	TN	\$ 162.50	\$ 1,787,500.00
0060		Crack Sealing	10	MI	\$ 8,500.00	\$ 85,000.00
0065	432-5010	Mill Asphalt Concrete Pavement, Variable Depth	5,000	SY	\$ 3.00	\$ 15,000.00
0070	444-1000	Shoulder Construction	23	MI	\$ 5,500.00	\$ 126,500.00
0075	706-1002	Turf Establishment, TP B	5	AC	\$ 3,000.00	\$ 15,000.00
					Subtotal	\$ 4,299,312.00
SIGNING AND MARKING ITEMS						
0075	150-1000	Traffic Control	1.00	Lump	\$ 200,000.00	\$ 200,000.00
0100	653-1504	Thermoplastic Solid Traffic Stripe, 12 in, White	100.00	LF	\$ 9.00	\$ 900.00
0105	653-2501	Thermoplastic Solid Traffic Stripe, 5 in, White	4.00	LM	\$ 0.80	\$ 3.20
0110	653-2502	Thermoplastic Solid Traffic Stripe, 5 in, Yellow	5.00	LM	\$ 0.80	\$ 4.00
0115	653-4501	Thermoplastic Skip Traffic Stripe, 5 in, White	1.00	GLM	\$ 0.55	\$ 0.55
0120	653-4502	Thermoplastic Skip Traffic Stripe, 5 in, Yellow	1.00	GLM	\$ 0.55	\$ 0.55
0125	653-1704	Thermoplastic Solid Traffic Stripe, 24 in, White	100.00	LF	\$ 9.00	\$ 900.00
0130	653-1706	Thermoplastic Solid Traffic Stripe, 24 in, Yellow	50.00	LF	\$ 9.00	\$ 450.00
0135	653-1804	Thermoplastic Solid Traffic Stripe, 8 in, White	500.00	LF	\$ 4.60	\$ 2,300.00
0140	653-1806	Thermoplastic Solid Traffic Stripe, 8 in, Yellow	500.00	LF	\$ 4.60	\$ 2,300.00
0145	652-0120	Thermoplastic Type 2 Arrows	10.00	EA	\$ 175.00	\$ 1,750.00
0155	653-0220	Thermoplastic Pavement Marking, Word, Type 2	2.00	EA	\$ 300.00	\$ 600.00
0160	653-0230	Thermoplastic Pavement Marking, Word, Type 3A	2.00	EA	\$ 300.00	\$ 600.00
					Subtotal	\$ 209,808.30
TOTAL AMOUNT						\$ 4,509,120.30

ALLIED PAVING CONTRACTORS, INC.



Hall County Government

FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #45-004

For the provision of

Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

ARTICLE #101 - INTRODUCTION

This Contract for Minor Resurfacing, Paving, and Sealcoating (hereinafter "Services") as entered into on May 30, 2024, and with an Effective Date of July 1, 2024, is by and between; Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Magnum Paving, located at 125 Babe Industrial Ct. (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 EXHIBIT C- MANDATORY PRICING, as incorporated herein by reference, (including Performance & Payment Bonds and all permits if required) shown below: **N/A**
- 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.

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

Blair Reynolds
Civil Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30507
Email: bmartin@hallcounty.org
Ph: (678)343-0636

COUNTY ISSUING OFFICER

Julie Dorough
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFO

Will Kelley
Director of Operations
125 Baker Industrial Ct.
Villa Rica, GA 30180
Ph: 770-919-0911
Email: jim@magnumpavingga.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:

For multi-year contracts the term will be for one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

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

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

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

ARTICLE # 108 - TERMINATION:

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

- A. Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.

3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

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

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

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

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

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

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

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

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. Liquidated Damages. N/A

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

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

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

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

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

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

ARTICLE # 118– INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

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

Additional Provisions:

- a. Uninsured motorists' coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos

- c. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy

Umbrella Liability Insurance: Required for all contracts

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

Additional Provisions:

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation
- e. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk
- f. Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.”
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

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

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

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

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

B. Invoice/Payment.

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

C. Unsatisfactory Performance; Delay of Payment.

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

D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any

judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (not applicable)

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

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

ARTICLE #124 – RETAINAGE (not applicable)

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

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

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

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

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131– VALIDITY

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

ARTICLE #132 – SALES TAX EXEMPTION STATUS

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

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.

8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.

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

[Signature Page Follows]

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

PRINT COMPANY'S FULL LEGAL NAME

Magnum Paving LLC

HALL COUNTY, GEORGIA

By: Will Kelly

By: _____

Print Name: Will Kelly

Richard Higgins, Chairman

Title: Director of Operations

Board of Commissioners

Date: _____

Sworn to and subscribed before me this

Attestment: _____

29 Day of May, 2024

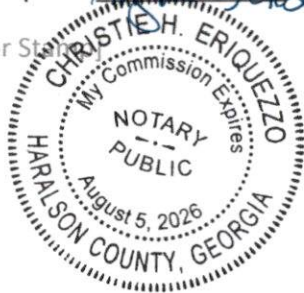
Board of Commissioners Clerk

Notary Public: Christie H. Eriquezo

Notary commission expires: August 5, 2026

APPROVED AS TO FORM

[Locus Sigilli – Seal or Stamp]



Nathaniel R. Anderson

Nathaniel R. Anderson,
Senior Assistant County Attorney

EXHIBIT C – MANDATORY COST PROPOSAL WORKSHEET
Quantities are for evaluation purposes only. Not actual job quantities.

RFQ/P #45-004 Minor Resurfacing, Paving & Sealcoating

ITEM NO.	GDOT ITEM	ITEM	QUANTITY	UNIT	UNIT AMOUNT	BID AMOUNT
PAVING AND RESURFACING ITEMS						
0005	318-3800	Aggregate Surface Course	50	TN	100	5,000
0010	402-1812	Recycled Asph. Conc. Leveling, Incl. Bitum Material & H Lime	4,810	TN	206.75	994,467.50
0015	402-3100	Recycled Asph Conc. 9.5 MM Superpave, Type I, Group 1 or Blend 1, include bitum material & H lime	5,000	TN	193.90	969,500
0030	402-3103	Recycled Asph Conc 9.5 MM Superpave, Type II, Group 2 only, include bitum material & H lime	5,000	TN	192.60	963,000
0035	413-1000	Bitum, Tack Coat	14,653	GL	7.5	109,897.50
0040	441-0016	Driveway Concrete, 6 in thick	50	SY	255	12,750
0045		Asphalt Sealcoating	45,000	SY	1.5	67,500
0050		Sawed Joints in Exist Pavement – PCC	50	SY	250	12,500
0055		Asphalt Patching	11,000	TN	252	2,772,000
0060		Crack Sealing	10	MI	10,500	105,000
0065	432-5010	Mill Asphalt Concrete Pavement, Variable Depth	5,000	SY	6.60	33,000
0070	444-1000	Shoulder Construction	23	MI	15,000	345,000
0075	706-1002	Turf Establishment, TP B	5	AC	3,000	15,000
					Subtotal	6,404,615.00
SIGNING AND MARKING ITEMS						
0075	150-1000	Traffic Control	1.00	Lump	3,125	3,125
0100	653-1504	Thermoplastic Solid Traffic Stripe, 12 in, White	100.00	LF	6.25	625
0105	653-2501	Thermoplastic Solid Traffic Stripe, 5 in, White	4.00	LM	3,750	15,000
0110	653-2502	Thermoplastic Solid Traffic Stripe, 5 in, Yellow	5.00	LM	3,750	18,750
0115	653-4501	Thermoplastic Skip Traffic Stripe, 5 in, White	1.00	GLM	3,500	3,500
0120	653-4502	Thermoplastic Skip Traffic Stripe, 5 in, Yellow	1.00	GLM	3,500	3,500
0125	653-1704	Thermoplastic Solid Traffic Stripe, 24 in, White	100.00	LF	15	1,500
0130	653-1706	Thermoplastic Solid Traffic Stripe, 24 in, Yellow	50.00	LF	15	750
0135	653-1804	Thermoplastic Solid Traffic Stripe, 8 in, White	500.00	LF	3.75	1,875
0140	653-1806	Thermoplastic Solid Traffic Stripe, 8 in, Yellow	500.00	LF	3.75	1,875
0145	652-0120	Thermoplastic Type 2 Arrows	10.00	EA	160	1,600
0155	653-0220	Thermoplastic Pavement Marking, Word, Type 2	2.00	EA	375	750
0160	653-0230	Thermoplastic Pavement Marking, Word, Type 3A	2.00	EA	1,065	2,130
					Subtotal	54,980.00
					TOTAL AMOUNT	6,459,595.00



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 220/2024

SUBJECT: Approve the renewal of the annual contract for RFQ/P #44-004 Demand Services for On-Call Public Works Contractors for Public Works & Utilities to Strickland & Sons Pipeline, Inc. of Gainesville, GA, Allied Paving Contractors, Inc. of Pendergrass, GA, Multiplex LLC of Duluth, GA and Simpson Trucking & Grading, Inc. of Gainesville, GA. The estimated annual cost is \$3,000,000.00.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: BN
Recommendation: Approve.

Purpose of Request: Approve the renewal of the annual contract for RFQ/P #44-004 Demand Services for On-Call Public Works Contractors for Public Works & Utilities to Strickland & Sons Pipeline, Inc. of Gainesville, GA, Allied Paving Contractors, Inc. of Pendergrass, GA, Multiplex LLC of Duluth, GA and Simpson Trucking & Grading, Inc. of Gainesville, GA. The estimated annual cost is \$3,000,000.00.

History: The four (4) contractors renewed are all in good standing with Hall County.

Facts and Issues: This renewal is year two (2) of a possible five (5) year contract for Demand Services for On-Call Public Works Contractors.

Options:

Funding Requested	\$ 3,000,000.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

2024-06-30

Approvals:

Submit	Approve	Purchasing	Budget
JG	JG	AY	EW
Finance	Attorney	Administration	Clerk
TS	JL	CR	JR

Attachments:

Financial Supplement

Signature Request & Contracts



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

AGENDA ITEM 220/2024

Funds Requested: \$ 3,000,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	541400- INFRASTRUCTURE	\$3,000,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN

Phone:

678-780-6843



Hall County Government
FINANCIAL SERVICES

CONTRACT RENEWAL SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Date: 04/18/2024

To: Richard Higgins, Chairman, BOC

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached contract renewal document for:

Bid/Contract No: 44-004-1

Bid/Contract Name: Demand Services for On-Call Public Works Contractors

Department(s) Requesting Contract: Public Works and Utilities

Award Recipient Name: Strickland & Sons Pipeline, Inc

HCAM Item: 220/2024

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$0.00

Price Increase Requested Increase Percentage:

Project/Service Contract Awarded Amount:

Product Contract Awarded Amount:

Comments: Year two (2) of a possible five (5) year contract.

We spent \$0.00 with Strickland & Sons Pipeline, Inc. in FY2024 for this Demand Services contract.

**CONTRACT RENEWAL SIGNATURE REQUEST
PRICE INCREASE DETAILS**

Bid/Contract No: 44-004-1

Bid/Contract Name: Demand Services for On-Call Public Works Contractors

No price increases proposed for FY2025.

State of Georgia
County of Hall

Contract # 44-004-1

Contract Renewal #1
for
Year Two (2) of Five (5)

Title: #44-004 Demand Services for On-Call Public Works Contractors Date: March 22, 2024

Whereas, Contract #44-004 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Strickland & Sons Pipeline, Inc. of 1551 Fullenwider Road, Gainesville, GA 30507 until June 30, 2025, and

Whereas, the Parties desire to extend the contract period 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 #44-004 dated June 21, 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:

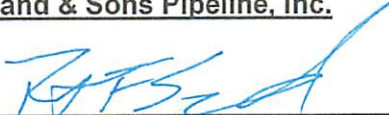
1. By extending the contract term through June 30, 2025,
2. Allow for price adjustments, if any, as agreed and recorded on Attachment A,
3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside 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 below.

Strickland & Sons Pipeline, Inc.

Hall County, Georgia

By: 

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

Print Name: ROBERT F. STRICKLAND

Title: PRESIDENT

Date: _____

Sworn to and subscribed before me this

Attestment: _____
Board of Commissioners Clerk

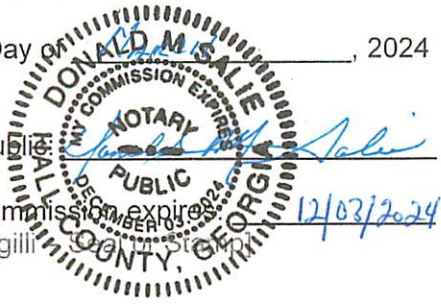
25th Day _____, 2024

Approved as to Form: APPROVED AS TO FORM

Notary Public: 

Nathaniel R. Anderson,
Senior Assistant County Attorney

Notary commission expires 12/03/2024
[Locus Sigilli _____]





Hall County Government
FINANCIAL SERVICES

CONTRACT RENEWAL SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Date: 04/18/2024

To: Richard Higgins, Chairman, BOC

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached contract renewal document for:

Bid/Contract No: 44-004-1

Bid/Contract Name: Demand Services for On-Call Public Works Contractors

Department(s) Requesting Contract: Public Works and Utilities

Award Recipient Name: Allied Paving Contractors, Inc

HCAM Item: 220/2024

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$0.00

Price Increase Requested Increase Percentage:

Project/Service Contract Awarded Amount:

Product Contract Awarded Amount:

Comments: Year two (2) of a possible five (5) year contract.

We spent \$0.00 with Allied Paving Contractors, Inc. in FY2024 for this Demand Services contract.

**CONTRACT RENEWAL SIGNATURE REQUEST
PRICE INCREASE DETAILS**

Bid/Contract No: 44-004-1

Bid/Contract Name: Demand Services for On-Call Public Works Contractors

No price increases proposed for FY2025.

Contract Renewal #1
for
Year Two (2) of Five (5)

Title: #44-004 Demand Services for On-Call Public Works Contractors Date: March 22, 2024

Whereas, Contract #44-004 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Allied Paving Contractors, Inc., of 132 Belk Rd, Pendergrass, GA 30567 until June 30, 2025, and

Whereas, the Parties desire to extend the contract period 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 #44-004 dated June 21, 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,
3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional 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 below.

Allied Paving Contractors, Inc.

Hall County, Georgia

By: 

By: _____

Print Name: John McLean

Richard Higgins, Chairman
Hall County Board of Commissioners

Title: President

Date: _____

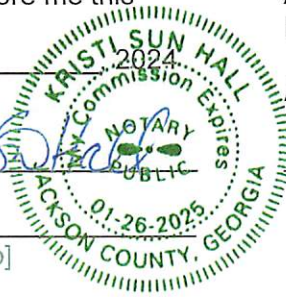
Sworn to and subscribed before me this

Attestment: _____


29th Day of March

Board of Commissioners Clerk

Notary Public: 
Notary commission expires: _____
[Locus Sigilli – Seal or Stamp]



Approved as to Form **APPROVED AS TO FORM**



Nathaniel R. Anderson,
Senior Assistant County Attorney



Hall County Government
FINANCIAL SERVICES

CONTRACT RENEWAL SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

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From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached contract renewal document for:

Bid/Contract No: 44-004-1

Bid/Contract Name: Demand Services for On-Call Public Works Contractors

Department(s) Requesting Contract: Public Works and Utilities

Award Recipient Name: Multiplex LLC

HCAM Item: 220/2024

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$0.00

Price Increase Requested Increase Percentage:

Project/Service Contract Awarded Amount:

Product Contract Awarded Amount:

Comments: Year two (2) of a possible five (5) year contract.

We have spent \$0.00 with Multiplex LLC in FY2024 for this Demand Services contract.

**CONTRACT RENEWAL SIGNATURE REQUEST
PRICE INCREASE DETAILS**

Bid/Contract No: 44-004-1

Bid/Contract Name: Demand Services for On-Call Public Works Contractors

No price increases proposed for FY2025.

Contract Renewal #1
for
Year Two (2) of Five (5)

Title: #44-004 Demand Services for On-Call Public Works Contractors Date: March 22, 2024

Whereas, Contract #44-004 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Multiplex LLC of 3505 Koger Blvd, Suite 210, Duluth, GA 30096 until June 30, 2025, and

Whereas, the Parties desire to extend the contract period 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 #44-004 dated June 21, 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,
3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional 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 below.

Multiplex LLC

Hall County, Georgia

By: [Signature]
Print Name: JOSEPH KIMMEL
Title: VICE PRESIDENT

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

Date: _____

Sworn to and subscribed before me this
25th Day of March, 2024

Attestment: _____
Board of Commissioners Clerk

Notary Public: [Signature]

Approved as to Form: [Signature]
APPROVED AS TO FORM

Notary commission expires: July 5, 2026

[Signature]
Nathaniel R. Anderson,
Senior Assistant County Attorney

Place Signatures Seal or Stamp

DANIEL LUTRELL
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 5, 2026



Hall County Government
FINANCIAL SERVICES

CONTRACT RENEWAL SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Date: 04/18/2024

To: Richard Higgins, Chairman, BOC

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached contract renewal document for:

Bid/Contract No: 44-004-1

Bid/Contract Name: Demand Services for On-Call Public Works Contractors

Department(s) Requesting Contract: Public Works and Utilities

Award Recipient Name: Simpson Trucking & Grading, Inc.

HCAM Item: 220/2024

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$226,141.00

Price Increase Requested Increase Percentage:

Project/Service Contract Awarded Amount:

Product Contract Awarded Amount:

Comments: Year two (2) of a possible five (5) year contract.

We spent \$226,141.00 with Simpson Trucking & Grading, Inc. in FY2024 for this Demand Services contract.

**CONTRACT RENEWAL SIGNATURE REQUEST
PRICE INCREASE DETAILS**

Bid/Contract No: 44-004-1

Bid/Contract Name: Demand Services for On-Call Public Works Contractors

No price increases proposed for FY2025.

State of Georgia
County of Hall

Contract # 44-004-1

Contract Renewal #1
for
Year Two (2) of Five (5)

Title: #44-004 Demand Services for On-Call Public Works Contractors Date: March 22, 2024

Whereas, Contract #44-004 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Simpson Trucking & Grading, Inc. of 1364 Candler Rd, Gainesville, GA 30507 until June 30, 2025, and

Whereas, the Parties desire to extend the contract period 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 #44-004 dated June 21, 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:

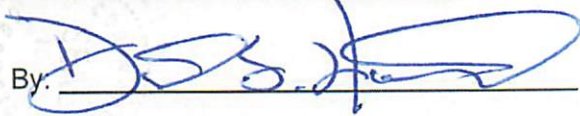
1. By extending the contract term through June 30, 2025,
2. Allow for price adjustments, if any, as agreed and recorded on Attachment A,
3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside 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 below.

Simpson Trucking & Grading, Inc.

Hall County, Georgia

By: 

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

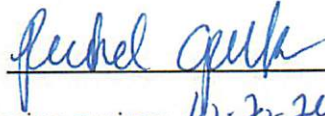
Print Name: David Hammond


Title: Chief Estimator

Date: _____

Sworn to and subscribed before me this
26th Day of March, 2024

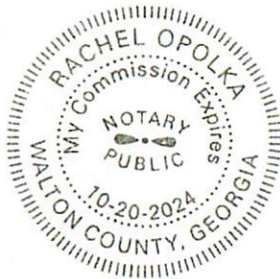
Attestment: _____
Board of Commissioners Clerk

Notary Public: 

Approved as to Form: **APPROVED AS TO FORM**


Notary commission expires: 10-20-24
[Locus Signi] – Seal or Stamp]

Nathaniel R. Anderson,
Senior Assistant County Attorney





AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 276/2024

SUBJECT: Approve the renewal of the annual contract for RFQ/P #42-002 Demand Services for Resurfacing, Paving, & Full Depth Reclamation for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA and Pittman Construction Company of Conyers, GA. The estimated annual cost is \$14,800,000.00.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: BN

Recommendation:

Approve.

Purpose of Request:

Approve the renewal of annual contract for RFQ/P #42-002 Demand Services for Resurfacing, Paving, & Full Depth Reclamation for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA and Pittman Construction Company of Conyers, GA. The estimated annual cost is \$14,800,000.00.

History:

This will be year four (4) of a possible five (5) year contract. Both vendors are in good standing with the County.

Facts and Issues:

This is a renewal of the demand services on-call contract #42-002 pool of contractors to whom the County will issue task orders for resurfacing, paving, and full depth reclamation projects.

Options:

Funding Requested	\$ 14,800,000.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-06-30

Approvals:

Buyer	Submit	Approve	Purchasing
JD	BN	BN	AP
Budget	Finance	Attorney	Administration
EW	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Contracts with Execution Request Cover Sheet



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

AGENDA ITEM 276/2024

Funds Requested: \$ 14,800,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	541400- INFRASTRUCTURE	\$14,800,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN

Phone: 770-531-6800



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 05/02/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 42-002-3

Bid/Contract Name: Demand Services for Resurfacing, Paving, and Full Depth Reclamation

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: Allied Paving Contractors, Inc. and Pittman Construction Company

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$10,414,217

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$14,800,000

Product Contract Estimated Amount: \$0

Comments: Year four (4) of a possible five (5) year contract. Allied Paving, Inc. and Pittman Construction Company are both vendors in good standing with the County. There are no price increases requested for FY25.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Contract Renewal #3

Demand Services for Resurfacing, Paving and Full Depth Reclamation

April 3, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #42-002, Resurfacing, Paving and Full Depth Reclamation, dated August 26, 2021 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2025,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

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

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Allied Paving Contractors, Inc.

HALL COUNTY, GEORGIA



By: [Signature]
 Print Name: Bryan Jones
 Title: Vice President

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

Date: _____

Sworn to and subscribed before me this
5th Day of April, 2024

Attestment: _____
 County Clerk

Notary Public: [Signature]

APPROVED AS TO FORM
 Approved as to Form
[Signature]
 Nathaniel R. Anderson,
 Senior Assistant County Attorney
 William J. Linkous, County Attorney or designee

Notary commission expires: _____



Contract Renewal #3

Demand Services for Resurfacing, Paving and Full Depth Reclamation

April 3, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #42-002, Demand Services for Resurfacing, Paving and Full Depth Reclamation, dated August 26, 2021 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2025,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

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

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Pittman Construction Company

HALL COUNTY, GEORGIA



By: [Signature]
 Print Name: LOUIE A. PITTMAN, III
 Title: PRESIDENT

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

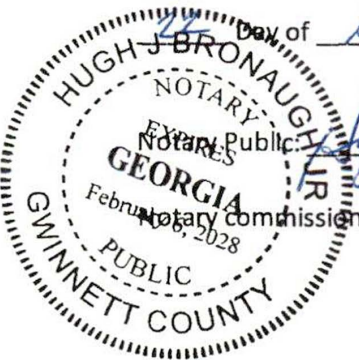
Date: _____

Sworn to and subscribed before me this

Attestment: _____
 County Clerk

Day of April, 2024

Approved as to Form **APPROVED AS TO FORM**



Notary Public: [Signature]
 Notary commission expires: 2/6/28

[Signature]
 William J. Linkous, ~~County Attorney~~ **designee**
 Senior Assistant County Attorney

42-002 Demand Services for Resurfacing, Paving and Full Depth Reclamation

BID SCHEDULE					Pittman Construction		Allied Paving		C.W. Matthews	
2021 Local Resurfacing Program										
ITEM NO.	GDOT ITEM	ITEM	QUANTITY	UNIT	UNIT AMOUNT	EXT AMOUNT	UNIT AMOUNT	EXT AMOUNT	UNIT AMOUNT	EXT AMOUNT
PAVING AND RESURFACING ITEMS										
5	318-3800	Aggregate Surface Course	100	TN	\$45.00	\$4,500.00	\$60.00	\$6,000.00	\$280.54	\$28,054.00
10	402-1812	Recycled Asph. Conc. Leveling, Incl. Bitum Material & H Lime	9,620	TN	\$107.50	\$1,034,150.00	\$103.50	\$995,670.00	\$109.61	\$1,054,448.20
15	402-3100	Recycled Asph Conc 9.5 MM Superpave, Type I, Group 1 or Blend 1, Include bitum material & H lime	10,737	TN	\$109.50	\$1,175,701.50	\$103.50	\$1,111,279.50	\$97.69	\$1,048,897.53
30	402-3103	Recycled Asph Conc 9.5 MM Superpave, Type II, Group 2 only, include bitum material & H lime	10,785	TN	\$110.85	\$1,195,517.25	\$103.50	\$1,116,247.50	\$92.07	\$992,974.95
35	413-1000	Bitum, Tack Coat	29,306	GL	\$3.50	\$102,571.00	\$2.95	\$86,452.70	\$2.28	\$66,817.68
40	441-0016	Driveway Concrete, 6 in thick	100	SY	\$115.00	\$11,500.00	\$48.00	\$4,800.00	\$134.11	\$13,411.00
45		Sawed Joints in Exist Pavement - PCC	100	SY	\$22.00	\$2,200.00	\$3.00	\$300.00	\$12.00	\$1,200.00
50		Asphalt Patching	22,037	TN	\$179.93	\$3,965,558.15	\$118.50	\$2,611,384.50	\$122.65	\$2,702,838.05
55		Crack Sealing	16.52	MI	\$6,510.00	\$107,545.20	\$7,500.00	\$123,900.00	\$6,200.00	\$102,424.00
60	432-5010	Mill Asphalt Concrete Pavement, Variable Depth	5,000	SY	\$5.70	\$28,500.00	\$2.65	\$13,250.00	\$13.76	\$68,800.00
65	444-1000	Shoulder Construction	47.5	MI	\$12,270.00	\$582,825.00	\$2,400.00	\$114,000.00	\$5,909.77	\$280,714.08
70	706-1002	Turf Establishment, TP B	11.52	AC	\$4,500.00	\$51,840.00	\$1,920.00	\$22,118.40	\$1,600.00	\$18,432.00
					Subtotal	\$8,262,408.10		\$6,205,402.60		\$6,379,011.49
SIGNING AND MARKING ITEMS										
75	150-1000	Traffic Control	1	Lump	\$900,550.00	\$900,550.00	\$295,000.00	\$295,000.00	\$1,020,410.91	\$1,020,410.91
100	653-1504	Thermoplastic Solid Traffic Stripe, 12 in, White	500	LF	\$2.10	\$1,050.00	\$2.40	\$1,200.00	\$2.00	\$1,000.00
105	653-2501	Thermoplastic Solid Traffic Stripe, 5 in, White	19.1	LM	\$2,520.00	\$48,132.00	\$2,900.00	\$55,390.00	\$2,400.00	\$45,840.00
110	653-2502	Thermoplastic Solid Traffic Stripe, 5 in, Yellow	25.77	LM	\$2,520.00	\$64,940.40	\$2,900.00	\$74,733.00	\$2,400.00	\$61,848.00
115	653-4501	Thermoplastic Skip Traffic Stripe, 5 in, White	1	GLM	\$1,575.00	\$1,575.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00
120	653-4502	Thermoplastic Skip Traffic Stripe, 5 in, Yellow	1	GLM	\$1,575.00	\$1,575.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00
125	653-1704	Thermoplastic Solid Traffic Stripe, 24 in, White	604.26	LF	\$7.88	\$4,761.57	\$9.00	\$5,438.34	\$7.50	\$4,531.95
130	653-1706	Thermoplastic Solid Traffic Stripe, 24 in, Yellow	100	LF	\$6.30	\$630.00	\$7.20	\$720.00	\$6.00	\$600.00
135	653-1804	Thermoplastic Solid Traffic Stripe, 8 in, White	1,000.00	LF	\$1.58	\$1,580.00	\$1.80	\$1,800.00	\$1.50	\$1,500.00
140	653-1806	Thermoplastic Solid Traffic Stripe, 8 in, Yellow	1,000.00	LF	\$1.58	\$1,580.00	\$1.80	\$1,800.00	\$1.50	\$1,500.00
145	652-0120	Thermoplastic Type 2 Arrows	22	EA	\$78.75	\$1,732.50	\$90.00	\$1,980.00	\$75.00	\$1,650.00
155	653-0220	Thermoplastic Pavement Marking, Word, Type 2	2	EA	\$105.00	\$210.00	\$120.00	\$240.00	\$100.00	\$200.00
160	653-0230	Thermoplastic Pavement Marking, Word, Type 3A	2	EA	\$105.00	\$210.00	\$120.00	\$240.00	\$100.00	\$200.00
					Subtotal	\$1,028,526.47		\$442,141.34		\$1,142,280.86
TOTAL AMOUNT						\$9,290,934.57		\$6,647,543.94		\$7,521,292.35



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 331/2024

SUBJECT: Approved the 2023 personal property refund in the amount of \$1,449.61 for overpayment of Hall County taxes regarding account #343062 in the name of Bradley Rennick.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: SW
Recommendation:
 Approve

Purpose of Request:
 Approve the Personal Property Refund in the amount of \$1,449.61 for overpayment of Hall County taxes regarding a boat that was taxed in Hall County but was located in Forsyth County in the name of Bradley Rennick.

History:

Boat is located at Port Royale which is in Forsyth County. Property owner reported boat to Hall County in error.

Facts and Issues:

Options:

Funding Requested	\$ 1,449.61
Are funds within current budget?	No
Source of Funds	General Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Submit	Approve	Budget	Finance
RW	RW	EW	TS
Attorney	Administration	Clerk	
WLI	CR	JR	

Attachments:

Financial Supplement
Refund Request



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

AGENDA ITEM 331/2024

Funds Requested: \$ 1,449.61

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

General Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND		311100-REAL PROPERTYâ€CURRENT	\$1,449.61

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: SW

Phone: 6733

Account 343062

Bradley Rennick

620 Woodbrook Way

Lawrenceville GA 30043

2014 Regal Marine

Boat is and was located in Forsyth County for 2023 at Prot Royale. Forsyth County has been paid for 2023 and we cannot tax a boat not in this county. Refund requested is in the amount of \$1,449.61.

ORIGINAL VALUE TAX YEAR 2023

MARINE ACCT 343062

				FAIR MARKET VALUE			EXEMPTIONS
				146,900			
ENTITIY	ADJUSTED FMV	NET ASSESSMENT	CUVA EXEMPT	EXEMPTIONS	TAXABLE VALUE	MILLAGE RATE	NET TAX
COUNTY	146,900	58,760	0		58,760	0.006009	353.09
INS PREMIUM CREDIT	146,900	58,760	0		58,760	-0.001237	-72.69
SALES TAX CREDIT	146,900	58,760	0		58,760	-0.002569	-150.95
SCHOOL	146,900	58,760	0		58,760	0.015640	919.01
SCHOOL BOND	146,900	58,760	0		58,760	0.001000	58.76
STATE	146,900	58,760	0		58,760	0.000000	0.00
GROSS FIRE	146,900	58,760	0		58,760	0.003887	228.40
EMERGENCY SEERVICES	146,900	58,760	0		58,760	0.000571	33.55
DEVELOPMENT SERVICES	146,900	58,760	0		58,760	0.001005	59.05
PARKS & LEISURE SERVICES	146,900	58,760	0		58,760	0.000364	21.39
SOLID WASTE FEE	146,900	0.00	0		0.00	0.000000	0.00
						0.024670	1,449.61

2023			
NET PAID	1,449.61		
CORRECTED NET DUE	0.00		
REFUND REQUESTED	-1,449.61		
FMV	146,900		
Corrected FMV	0		
Diff in val	-146,900		

2023 Property Tax Statement

MATTHEW C LEDBETTER
 Forsyth County Tax Commissioner
 1092 Tribble Gap Rd
 Cumming, GA 30040-2236
 tax@forsythco.com

MAKE CHECK OR MONEY ORDER PAYABLE TO:
 Forsyth County Tax Commissioner

RENNICK JOSEPH B
 620 WOODBROOK WAY
 LAWRENCEVILLE, GA 30043

RETURN THIS PORTION WITH PAYMENT
 (Interest will be added per month if not paid by due date)

Bill No.	Due Date	TOTAL DUE
2023-110095		.00

Map : M335584
 Last payment made on: 12/27/2023
 Location:
 Printed: 01/08/2024

INTEREST, PENALTIES, AND OTHER FEES WILL APPLY AFTER DUE DATE.

If taxes are paid by your mortgage company, send them the top portion only. *

Visit www.forsythcountypay.com to pay.



MATTHEW C LEDBETTER
 Forsyth County Tax Commissioner
 1092 Tribble Gap Rd
 Cumming, GA 30040-2236
 tax@forsythco.com

Tax Payer: RENNIC JOSEPH B
Map Code: M335584 PERSONAL
Description: 14 REGAL
Location:
Bill No: 2023-110095
District: 001 FORSYTH COUNTY AT LARGE

Phone: (770) 781-2110 Fax: (678) 455-1207

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good Through	Exemptions
0	0	.0000	170,481				

Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	170,481	68,192	0.00	68,192	.0000			.00
COUNTY M&O	170,481	68,192	0.00	68,192	7.5640	515.80		326.70
SALES TAX CREDIT			0.00	68,192	-2.7730		-189.10	
COUNTY BOND	170,481	68,192	0.00	68,192	.9300	63.42		63.42
SCHOOL M&O	170,481	68,192	0.00	68,192	15.3000	1,043.34		1,043.34
SCHOOL BOND	170,481	68,192	0.00	68,192	1.4180	96.70		96.70
FIRE DISTRICT	170,481	68,192	0.00	68,192	2.1750	148.32		148.32
LATE FILING PENALTY	17,048		0.00		.0000	167.85		167.85
TOTALS					24.6140	2,035.43	-189.10	1,846.33

If receipt is desired, please send a self-addressed, stamped envelope. *** If taxes are past due, please call us at 770-781-2110 for current amount as interest and other fees continue to accrue or visit www.forsythcountypay.com to pay.

Current Due	1,846.33
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	1,846.33
Back taxes	0.00
TOTAL DUE	.00



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 334/2024

SUBJECT: Approve the 2021, 2022 and 2023 real property refund in the amount of \$1,767.00 for overpayment of taxes regarding property located at 1296 Sims Street, Gainesville, GA to 3U Ventures LLC.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: SW
Recommendation:
Approve

Purpose of Request:
Approve the 2021, 2022 and 2023 real property refund in the amount of \$1,767.00 for overpayment of taxes regarding property located at 1296 Sims Street, Gainesville, GA to 3U Ventures LLC.

History:

Facts and Issues:

This is a medical office owned and occupied by Jeff Skorput, physical therapist.

The original structure (4,313 sf) was built in 1998. An addition (2,167 sf) was added in 2013.

In 2015 the addition sketch (Improvement 1 of 2) was combined with the original structure, however, the addition sketch, improvement 1 of 2 was never deleted.

Consequently, this parcel has been valued with an extra 2,167 sf since 20215. There are no notes as to who made the combination or did the work.

Options:

Funding Requested

\$ 1,767.00

Are funds within current budget?

Yes

Source of Funds

General Fund

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

No

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
RW	RW	EW	TS
Attorney	Administration	Clerk	
WLI	CR	JR	

Attachments:

Financial Supplement

Refund Request



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

AGENDA ITEM 334/2024

Funds Requested: \$ 1,767.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

General Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND	0000 - NOT APPLICABLE	311100-REAL PROPERTYâ€CURRENT	\$1,767.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: SW

Phone: 6733

Janene Smith (Real Property)

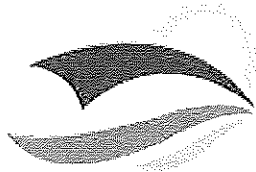
From: Marion Meeks (Tax Assessors)
Sent: Wednesday, June 12, 2024 2:19 PM
To: Steve Watson (Real Property)
Cc: Janene Smith (Real Property)
Subject: Jeff Skorput-01036 003028A-3 U Ventures LLC-1296A Sims Street

Steve,

This is a medical office owned and occupied by Jeff Skorput, physical therapist. The original structure (4,313sf) was built in 1988. An addition (2,167sf) was added in 2013. In 2015 the addition sketch (Impr 1/2) was combined with the original sketch (Impr. 1/1). When the square footage of the original structure and the addition were combined, the addition sketch Impr. 1/2) was never deleted. Consequently, this parcel has been valued with an extra 2,167sf since 2015. There are no notes as to who made the combination.

Mr. Skorput request a review of the improvements. The valuation was corrected to reflect the correct square footage for 2023. Prior year refunds are for over estimate of the total square footage of the structure.

Marion L. Meeks, SRA
Appraisal Manager
770-297-2634
mlmeeks@Hallcounty.org
www.hallcounty.org



HALL COUNTY
G E O R G I A
We have it all in Hall

John Smith (Tax Assessors)

From: Jeff Skorput <jskorput@bellsouth.net>
Sent: Monday, February 12, 2024 2:21 PM
To: John Smith (Tax Assessors)
Cc: jeff skorput; Georgia APTA
Subject: Fw: 3 U Ventures LLC Tax refund

You don't often get email from jskorput@bellsouth.net. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

John

Thank you for your conversation today regarding the error in valuation of my office space at 1296 Sims Street, Suite A 30501.

At this time I request to set in motion the process of a 3 year refund. You will find attached Ashley's email directed to me regarding the same subject matter.

In addition, I am inquiring if there is a similar matter with 1296 Suite B office space.

Also, if Ashley could forward to me the property record cards for Suite A and Suite B.

Please let me know if you need anything else from me.

Jeff Skorput
3U Ventures LLC

----- Forwarded Message -----

From: Jeff <jskorput@bellsouth.net>
To: "rswatson@hallcounty.org" <rswatson@hallcounty.org>
Sent: Friday, February 9, 2024 at 07:37:54 PM EST
Subject: 3 U Ventures LLC Tax refund

Steve

I would like a conversation with you regarding the email from Ashley attached below, and discuss the method of refund.

I will call you this coming week to discuss. Perhaps you could offer some convenient times for me to call you.

Jeff

Good Morning Jeff

Hope you are doing well. After my site visit, we discovered an error in the county's valuation of your property. The original 2023 value was \$1,718,150; The new Tax Year 2023 value is \$1,279,250. You can request a three year refund. To do so, please submit an email to the Chief Appraiser Steve Watson. Steve's email is isrswatson@hallcounty.org . Thank You very much

From Jeff Skorput

3 U Ventures LLC
1286 Sims Street, Suite A
Gainesville 30501

<i>Parcel 01036 003028A</i>	Beginning Value	Corrected Value
TY 2023	\$ 1,718,150	\$ 1,279,250
TY 2022	\$ 1,373,850	\$ 1,106,050
TY 2021	\$ 1,373,850	\$ 1,106,050

Property owner requested a review of this parcel. Ashley Smith completed a field review, including remeasuring the structure, and discovered a sketch related to an addition had been generating a value since approximately 2015. The addition had been sketched separately, and then at some point was incorporated into the original sketch. The addition sketch was not deleted, generating the excess square footage. The actual values above demonstrate the difference for the last 3 years.

Parcel	01036 003028A			Estimated County	Estimated Gainesville
Year	Original Value	Corrected Value	Difference	Refund	Refund
2021	1,373,850	1,106,050	267,800	558	2,424
2022	1,373,850	1,106,050	267,800	505	2,370
2023	1,373,850	1,718,150	438,900	704	4,324
				1,767	9,118



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 332/2024

SUBJECT: Approve the 2022 personal property refund in the amount of \$1,777.57 for overpayment of Hall County taxes regarding account #311089 in the name of Elringklinger Engineered Plastics North America, Inc.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: SW
Recommendation:
 Approve

Purpose of Request:
 Approve the 2022 personal property refund in the amount of \$1,777.57 for overpayment of Hall County taxes regarding account #311089 in the name of Elringklinger Engineered Plastics North America, Inc.

History:

Facts and Issues:

Options:

Funding Requested	\$ 1,777.57
Are funds within current budget?	No
Source of Funds	General Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Budget	Finance
RW	RW	EW	TS
Attorney	Administration		Clerk

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Financial Supplement
Refund Request



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

AGENDA ITEM 332/2024

Funds Requested: \$ 1,777.57

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

General Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND		311100-REAL PROPERTYâ€CURRENT	\$1,777.57

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: SW

Phone: 6733

Account 311089

Elringklinger Engineered Plastics North

4971 Golden Pkwy

Buford GA 30518

2022 return worked timely. Auditor missed the freeport applied for in time. Refund is requested for the Freeport approved is \$1,777.57. This is for tax year 2022.

Documents attached.

ORIGINAL VALUE TAX YEAR 2022

ACCOUNT # 311089

BUILDING VALUE	LAND VALUE	ACRES		FAIR MARKET VALUE			EXEMPTIONS
				541,957			
ENTITY	ADJUSTED FMV	NET ASSESSMENT	FREEPOR EXEMPT	EXEMPTIONS	TAXABLE VALUE	MILLAGE RATE	NET TAX
Gross county M&O	541,957	216,783	0	0	216,783	0.007072	1,533.09
School	541,957	216,783	0	0	216,783	0	0.00
School Bond	541,957	216,783	0	0	216,783	0	0.00
GROSS FIRE	541,957	216,783	0	0	216,783	0.00408	884.47
EMS	541,957	216,783	0	0	216,783	0.000571	123.78
Development	541,957	216,783	0	0	216,783	0	0.00
Parks & Leisure	541,957	216,783	0	0	216,783	0.000364	78.91
Ins Prem Credit	541,957	216,783	0	0	216,783	0	0.00
Sales Tax Credit	541,957	216,783	0	0	216,783	-0.002931	-635.39
SOLID WASTE FEE							0.00
						0.009156	1,984.86


	2022	TOTAL
NET PAID	1,984.86	1,984.86
CORRECTED NET DUE	207.29	207.29
REFUND REQUESTED	1,777.57	1,777.57

FMV	541,957
Corrected FMV	541,957
Diff in val	0

CORRECTED VALUE TAX YEAR 2022

ACCOUNT # 311089

BUILDING VALUE	LAND VALUE	ACRES		FAIR MARKET VALUE			EXEMPTIONS
				541,957			194,143.00
ENTITY	ADJUSTED FMV	NET ASSESSMENT	FREEPOR EXEMPT	EXEMPTIONS	TAXABLE VALUE	MILLAGE RATE	NET TAX
Gross county M&O	541,957	216,783	194,143	0	22,640	0.007072	160.11
School	541,957	216,783	0	0	216,783	0	0.00
School Bond	541,957	216,783	0	0	216,783	0	0.00
GROSS FIRE	541,957	216,783	194,143	0	22,640	0.00408	92.37
EMS	541,957	216,783	194,143	0	22,640	0.000571	12.93
Development	541,957	216,783	0	0	216,783	0	0.00
Parks & Leisure	541,957	216,783	194,143	0	22,640	0.000364	8.24
Ins Prem Credit	541,957	216,783	0	0	216,783	0	0.00
Sales Tax Credit	541,957	216,783	194,143	0	22,640	-0.002931	-66.36
SOLID WASTE FEE							0.00
						0.009156	207.29

BUSINESS PERSONAL PROPERTY TAX RETURN		TAX YEAR	IF ASSISTANCE NEEDED CALL	ACCOUNT NUMBER
THIS RETURN IS CONSIDERED PUBLIC INFORMATION AND WILL BE OPEN FOR PUBLIC INSPECTION RETURN COMPLETED FORM TO ADDRESS LISTED BELOW.		2022	(770) 531-6749	311089
		DUE DATE	MAP AND PARCEL I.D. NO.	NAICS NO.
		04/01/2022	08152 00034	336390
COUNTY NAME AND RETURN ADDRESS		TAXPAYER NAME AND ADDRESS		
HALL COUNTY TAX ASSESSORS PERSONAL PROPERTY DIVISION P O BOX 1780 GAINESVILLE, GA 30503		ELRINGKLINGER ENGINEERED PLASTICS NORTH AMERICA, INC. 4971 GOLDEN PARKWAY BUFORD, GA 30518		
<p style="color: red;">To avoid a 10% penalty on items not previously returned, file not later than the due date listed above. This return is subject to audit by the Board of Tax Assessors under O.C.G.A. §48-5-299 and §48-5-300. The return and supporting schedule must be completed and returned in order for property to be properly returned. Department of Revenue Rule 560-11-10-.08 (3) (C)</p>		BUSINESS PHYSICAL LOCATION		
		4971 GOLDEN PKWY		
		IF MAILING ADDRESS OR NAME IS INCORRECT, PLEASE CORRECT IN THE SPACE PROVIDED BELOW.		
		NAME:		
		ADDRESS:		
LINE ↓ PERSONAL PROPERTY STRATA		<p style="color: red;">The values from Schedules A, B, and C should be listed below. If these values, in your opinion, do not reflect fair market value then declare your estimate of value under the column headed Taxpayers Returned Value.</p>		
		TAXPAYER RETURNED VALUE, AS OF JAN. 1	INDICATED VALUE FROM SCHEDULES A, B, & C	FOR TAX OFFICE USE
F. Furniture/Fixtures/Machinery/Equipment — includes all fixtures, furniture, office equipment, computer hardware, production machinery, off-road vehicles, farm equipment and implements, tools and implements of manual laborers' trade, leasehold improvements personal property in nature and construction in progress personal property in nature.			13,172	
I. Inventory — Includes all raw materials, goods in process, finished goods, livestock and agricultural products, all consumable supplies used in the process of manufacturing, distributing, storing or merchandising of goods and services, floor planned inventory and spare parts. <p style="color: red;">Does not include Freeport Exemption amount granted under O.C.G.A. §§ 48-5-48.2 or 48-5-48.6.</p>			19,653	
P. Freeport Inventory — Includes inventory exemption amount Under O.C.G.A. §§ 48-5-48.2 and 48-5-48.6			485,358	
Z. Other Personal — Includes all personal property not otherwise defined above.			NONE	
TOTALS →			518,183	
It shall be the duty of the county Board of Tax Assessors to investigate and to inquire into the property owned in the county for the purpose of ascertaining what property is subject to taxation and to require the proper return of the property for taxation.				
TAXPAYER'S DECLARATION				
<p>"I do solemnly swear that I have carefully read (or have heard read) and have duly considered the questions propounded in the foregoing tax list, and that the value placed by me on the property returned, as shown by the list, is the true market value thereof; and I further swear that I returned, for the purpose of being taxed thereon, every species of property that I own in my own right or have control of either as agent, executor, administrator, or otherwise; and that in making this return, for the purpose of being taxed thereon, I have not attempted either by transferring my property to another or by any other means to evade the laws governing taxation in this state. I do further swear that in making this return I have done so by estimating the true worth and value of every species of property contained therein."</p>				
TAXPAYER OR AGENT X _____		 Signature		
PLEASE PRINT OR TYPE NAME <u>VICTORIA YANG</u>				
TITLE _____ CONTROLLER _____ DATE: <u>04/01/2022</u> PHONE NUMBER: <u>678-730-8116</u>				
PAGE 1				

GENERAL INFORMATION - THIS SECTION SHOULD BE COMPLETED IN DETAIL (NOTE: THIS INFORMATION IS OPEN TO PUBLIC INSPECTION)

1. CHECK TYPE OF BUSINESS: COMMERCIAL INDUSTRIAL AGRICULTURAL
2. CHECK TYPE OF GA. INCOME TAX FILED: CORPORATION INDIVIDUAL PARTNERSHIP
3. FISCAL YEAR ENDING DATE OF BUSINESS: _____ DECEMBER 31
4. FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____ 90-0958749
5. STATE TAXPAYER IDENTIFICATION (S.T.I.) NUMBER: _____ STATE SALES TAX NUMBER: _____
6. NAME OF PRESIDENT OF CORPORATION OR OWNERS NAME: _____ ElringKlinger AG
7. DOING BUSINESS AS: _____ ElringKlinger Engineered Plastics North America, Inc.
8. NAME ON BUSINESS LICENSE: _____ ElringKlinger Engineered Plastics North America, Inc.
9. IF BUSINESS LOCATED WITHIN CITY LIMITS, LIST CITY NAME: _____ Buford
10. PREPARERS NAME: _____ Nicholas Henderson
ADDRESS: _____ 4971 Golden Parkway, Buford, GA 30518 _____ PHONE: # _____ 678-730-8127
11. PERSON WHO SHOULD BE CONTACTED CONCERNING QUESTIONS ABOUT THIS RETURN:
NAME: _____ Victoria Yang _____ PHONE #: _____ 678-730-8116
12. LOCATION OF SUPPORTING RECORDS: _____ 4971 Golden Parkway, Buford, GA 30518
13. PHONE NUMBER OF BUSINESS: _____ 678-730-5776 _____ HOME OFFICE NUMBER: _____
TOLL FREE NUMBER: _____ FAX NUMBER: _____
EMAIL ADDRESS: _____ Victoria.Yang@elringklinger.com
14. MAIN BUSINESS PRODUCT OR ACTIVITY: _____ Sale of Plastic Goods
15. NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) NUMBER: _____ 326100
16. SQUARE FOOTAGE OF BUILDING: _____ IF RETAIL, SQUARE FOOTAGE OF RETAIL AREA: _____
17. IF YOU CLOSED OR SOLD YOUR BUSINESS, PLEASE LIST NEW OWNER'S NAME AND ADDRESS _____
18. DATE BUSINESS BEGAN IN THIS COUNTY: _____ 04/12/13 _____ WAS RETURN FILED LAST YEAR? YES NO
19. DO YOU OR YOUR BUSINESS HAVE ASSETS LOCATED IN OTHER COUNTIES IN THIS STATE? YES NO
20. DOES THE BUSINESS OWN A BOAT AND MOTOR? YES NO
AIRCRAFT? YES NO IF YES, PLEASE REQUEST MARINE FORM PT-50M OR AIRCRAFT FORM PT 50A.

REFERENCE INFORMATION

1. O.C.G.A. § 48-5-299 requires the Board of Tax Assessors to diligently investigate and inquire into the property owned in the county for the purpose of ascertaining what property, real and personal is subject to taxation in the county and require its proper return for taxation.
2. O.C.G.A. § 48-5-300 grants the Board of Tax Assessors authority to require production of books, papers, or documents, by subpoena, if necessary, which may aid in determining the proper assessment.
3. O.C.G.A. § 48-5-269 grants the State Revenue Commissioner the authority to prescribe the forms, books, and records to be used for standard property tax reporting for all taxing units, including but not limited to, the forms, books, and records to be used in the listing, appraisal and assessment of property and how the forms, books, and records shall be compiled and kept.
4. O.C.G.A. § 48-5-269.1 grants the State Revenue Commissioner the authority to adopt and require the use of uniform procedural manual for appraising tangible real and personal property.
5. In accordance with the above sections of the Georgia Code this return and schedules are submitted to you for your completion. Failure to file a completed copy of this form may lead to an audit of your records and/or the placing of an assessment on your property from the best information obtainable in accordance with O.C.G.A. § 48-5-299 (a).
6. Freeport Exemption (O.C.G.A. § 48-5-48.2 and 48-5-48.6) may be available in your county. Applications are available on request and must be completed and filed with the business personal property return and schedules prior to the deadline for filing.
7. Any air and water pollution control facilities owned may be exempt under O.C.G.A. § 48-5-41 (11) which states... "All property used in or which is a part of any facility which has been installed or constructed at any time for the primary purpose of eliminating or reducing air and water pollution of such facilities and has been certified by the Department of Natural Resources as necessary and adequate for the purpose intended" shall be exempt from all Ad Valorem Property Taxes in this state.
8. Most counties do not accept metered mail dates as filing dates unless counter stamped by the post office. Be sure that the date of deposit and the postmark date are the same if mailing close to the deadline.
9. O.C.G.A. § 48-5-41.1 states... "All farm products grown in this state and remaining in the hands of the producer during the one year beginning immediately after their production and harvested agricultural products which have a planting-to-harvest cycle of 12 months or less, which are customarily cured or aged for a period in excess of one year after harvesting and before manufacturing, and which are held in this state for manufacturing and processing purposes and all qualified farm products grown in this state shall be exempt from Ad Valorem Property Taxes."
10. O.C.G.A. § 48-5-43 states... "Consumers of commercial fertilizers shall not be required to return for taxation any commercial fertilizer or any manures commonly used by farmers and others as fertilizers if the land upon which the fertilizer is to be used has been properly returned for taxation."
11. Boats and motors and aircraft should be reported on a separate reporting form which will be provided upon request.
12. Computer software (O.C.G.A. § 48-1-8) shall constitute personal property only to the extent of the value of the unmounted or uninstalled medium on or in which



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 333/2024

SUBJECT: Approve the 2022 and 2023 personal property refund in the amount of \$21,117.41 for overpayment of Hall County taxes regarding account #339119 in the name of Supermercado Talpa #11.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: SW
Recommendation:
Approve

Purpose of Request:
Approve the Personal Property Refund in the amount of \$21,117.41 for a business that was coded incorrectly as being located in Hall County but should have been coded as City of Gainesville in the name of Supermercaddo Talpa #11.

History:

Facts and Issues:
Business was coded incorrectly for districts. Was entered as County when it should have been for City of Gainesville. Business will get a bill for both years from the City of Gainesville.

Options:

Property is located at 2275 Browns Bridge Road, Gainesville.

Refund Request for 2022 -- \$14,560.26

Refund Request for 2003 -- \$12,306.59

Funding Requested	\$ 21,117.41
Are funds within current budget?	No
Source of Funds	General Fund

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

No

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
RW	RW	EW	TS
Attorney	Administration	Clerk	
WLI	CR	JR	

Attachments:

Financial Supplement

Refund Request



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

AGENDA ITEM 333/2024

Funds Requested: \$ 21,117.41

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

General Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND		311100-REAL PROPERTYâ€CURRENT	\$21,117.41

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: SW

Phone: 6733

Account 339119

Supermercaddo Talpa #11

2275 SW Browns Bridge Rd

Gainesville GA 30501

Account was set up incorrectly off the business license list and placed in the wrong tax district. It was placed in county 01 when it should have been placed in City of Gainesville 04. Owner asked the City of Gainesville tax dept who discovered that the account could not be found in their database. Both City and owner would like the county portion be refunded and then the City of Gainesville can correctly bill for 2022 and 2023.

Refund request for 2022 in the amount of \$14,560.26. Refund requested for 2023 in the amount of \$12,306.59.

Archived: Tuesday, May 21, 2024 1:52:35 PM

From: [Clarissa Flores \(Tax Assessors\)](#)

Sent: Thu, 18 Jan 2024 16:20:23

To: [Elizabeth Betancourt](#)

Cc: [Rebecca Rainey \(Tax Assessors\)](#)

Subject: RE: Supermercado Talpa #11

Importance: Normal

Sensitivity: None

Elizabeth,

I spoke with Rebecca and she said we could do the corrections for 2022 and 2023. Just a reminder this will be done sometime in February.

Thank you,

Clarissa Flores

Hall County Board of Assessors

Personal Property Admin Coordinator

Direct: 770-297-2668

Office: 770-531-6749

cflores@hallcounty.org

[Hall County Government](#)



From: Elizabeth Betancourt <EBetancourt@gainesvillega.gov>

Sent: Thursday, January 18, 2024 11:06 AM

To: Clarissa Flores (Tax Assessors) <cflores@hallcounty.org>

Subject: RE: Supermercado Talpa #11

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.

Clarissa,

You are amazing, thanks you so much. Would the correct by for 2023 and 2022? The county has 2022 and 2023 bills. I'll let them know that a bill will be mail to them around that time.

Thanks,

Elizabeth Betancourt

Property Tax Manager

Financial Services

O | 770-533-5896

W | www.gainesville.org



From: Clarissa Flores (Tax Assessors) <cflores@hallcounty.org>
Sent: Thursday, January 18, 2024 11:03 AM
To: Elizabeth Betancourt <EBetancourt@gainesvillega.gov>
Cc: Rebecca Rainey (Tax Assessors) <rrainey@hallcounty.org>
Subject: [EXTERNAL] RE: Supermercado Talpa #11

CAUTION:*This email originated from outside the City of Gainesville networks. Be aware of phishing, and remember CoG DoIT will never ask for your password or other personal information in email. Do not open up attachments or click on links unless you are absolutely sure it is legit and safe.. When in doubt, click the Phish Alert button or contact the CoG DoIT Help Desk*****

Good morning Elizabeth,

I have searched and right away saw that the account is under the incorrect Tax District 01 instead of 04, so our office will be doing an ACO to get that corrected on your end. Rebecca said we will send that over in February so if the customer can wait till then to receive that correction that would be great.

Our apologies for the inconvenience.

Thank you,

Clarissa Flores

Hall County Board of Assessors

Personal Property Admin Coordinator

Direct: 770-297-2668

Office: 770-531-6749

cflores@hallcounty.org

[Hall County Government](#)



From: Elizabeth Betancourt <EBetancourt@gainesvillega.gov>
Sent: Thursday, January 18, 2024 10:32 AM
To: Clarissa Flores (Tax Assessors) <cflores@hallcounty.org>
Subject: Supermercado Talpa #11

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Good morning Clarissa,

Not sure if you can help me. I'm not sure what I'm doing wrong. I have a lady asking for a copy for the personal property statement for this company but I can't find one in our system. I have reached under the address, name, parcel number and I can't find it. I also looked under the digest but the map code is not coming up (900000339119). They did have a personal property bill for Hall county. Not sure what am I overlooking or how can you direct me in the right direction.

Thank you in advance,

Elizabeth Betancourt

Property Tax Manager

Financial Services

O | 770-533-5896

W | www.gainesville.org



Archived: Tuesday, May 21, 2024 1:52:42 PM

From: [Clarissa Flores \(Tax Assessors\)](#)

Sent: Thu, 18 Jan 2024 16:03:06

To: [Elizabeth Betancourt](#)

Cc: [Rebecca Rainey \(Tax Assessors\)](#)

Subject: RE: Supermercado Talpa #11

Importance: Normal

Sensitivity: None

Good morning Elizabeth,

I have searched and right away saw that the account is under the incorrect Tax District 01 instead of 04, so our office will be doing an ACO to get that corrected on your end. Rebecca said we will send that over in February so if the customer can wait till then to receive that correction that would be great.

Our apologies for the inconvenience.

Thank you,

Clarissa Flores

Hall County Board of Assessors

Personal Property Admin Coordinator

Direct: 770-297-2668

Office: 770-531-6749

cflores@hallcounty.org

[Hall County Government](#)



From: Elizabeth Betancourt <EBetancourt@gainesvillega.gov>

Sent: Thursday, January 18, 2024 10:32 AM

To: Clarissa Flores (Tax Assessors) <cflores@hallcounty.org>

Subject: Supermercado Talpa #11

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Good morning Clarissa,

Not sure if you can help me. I'm not sure what I'm doing wrong. I have a lady asking for a copy for the personal property statement for this company but I can't find one in our system. I have reached under the address, name, parcel number and I can't find it. I also looked under the digest but the map code is not coming up (900000339119). They did have a personal property bill for Hall county. Not sure what am I overlooking or how can you direct me in the right direction.

Thank you in advance,

Elizabeth Betancourt

Property Tax Manager

Financial Services

O | 770-533-5896

W | www.gainesville.org



ORIGINAL VALUE TAX YEAR 2022

ACCOUNT

339119

BUILDING VALUE	LAND VALUE	ACRES		FAIR MARKET VALUE			EXEMPTIONS
				1,286,556			
ENTITY	ADJUSTED FMV	NET ASSESSMENT	CUVA EXEMPT	EXEMPTIONS	TAXABLE VALUE	MILLAGE RATE	NET TAX
Gross county M&O	1,286,556	514,622			514,622	0.007072	3,639.41
School	1,286,556	514,622			514,622	0.01599	8,228.81
School Bond	1,286,556	514,622			514,622	0.001	514.62
GROSS FIRE	1,286,556	514,622			514,622	0.004109	2,114.58
EMS	1,286,556	514,622			514,622	0.000571	293.85
Development	1,286,556	514,622			514,622	0.001005	517.20
Parks & Leisure	1,286,556	514,622			514,622	0.000364	187.32
Ins Prem Credit	1,286,556	514,622			514,622	-0.001459	-750.83
Sales Tax Credit	1,286,556	514,622			514,622	-0.002931	-1,508.36
Late Filing							1,323.66
						0.025721	14,560.26

	2022	2023	TOTAL
NET PAID	14,560.26	12,306.59	26,866.85
CORRECTED NET DUE	3,748.56	2,000.88	5,749.44
REFUND REQUESTED	10,811.70	10,305.71	21,117.41

Business was coded incorrectly for districts. Was entered as county when it should have been for City of Gainesville. Business will get a bill for both years from the City of Gainesville.

ORIGINAL VALUE TAX YEAR 2023

BUILDING VALUE	LAND VALUE	ACRES		FAIR MARKET VALUE			EXEMPTIONS
				1,247,121			
ENTITY	ADJUSTED FMV	NET ASSESSMENT	CUVA EXEMPT	EXEMPTIONS	TAXABLE VALUE	MILLAGE RATE	NET TAX
Gross county M&O	1,247,121	498,848			498,848	0.006009	2,997.58
School	1,247,121	498,848			498,848	0.01564	7,801.99
School Bond	1,247,121	498,848			498,848	0.001	498.85
GROSS FIRE	1,247,121	498,848			498,848	0.003887	1,939.02
EMS	1,247,121	498,848			498,848	0.000571	284.84
Development	1,247,121	498,848			498,848	0.001005	501.34
Parks & Leisure	1,247,121	498,848			498,848	0.000364	181.58
Ins Prem Credit	1,247,121	498,848			498,848	-0.001237	-617.08
Sales Tax Credit	1,247,121	498,848			498,848	-0.002569	-1,281.54
						0.024670	12,306.59

CORRECTED VALUE TAX YEAR 2022

BUILDING VALUE	LAND VALUE	ACRES		FAIR MARKET VALUE			EXEMPTIONS
				1,286,556			EXEMPTIONS
ENTITY	ADJUSTED FMV	NET ASSESSMENT	CUVA EXEMPT	EXEMPTIONS	TAXABLE VALUE	MILLAGE RATE	NET TAX
Gross county M&O	1,286,556	514,622	0	0	514,622	0.007072	3,639.41
School	1,286,556	514,622	0	0	514,622	0	0.00
School Bond	1,286,556	514,622	0	0	514,622	0	0.00
GROSS FIRE	1,286,556	514,622	0	0	514,622	0	0.00
EMS	1,286,556	514,622	0	0	514,622	0.000571	293.85
Development	1,286,556	514,622	0	0	514,622	0	0.00
Parks & Leisure	1,286,556	514,622	0	0	514,622	0	0.00
Ins Prem Credit	1,286,556	514,622	0	0	514,622	0	0.00
Sales Tax Credit	1,286,556	514,622	0	0	514,622	-0.002931	-1,508.36
Late Filing							1,323.66
						0.004712	3,748.56

CORRECTED VALUE TAX YEAR 2023

BUILDING VALUE	LAND VALUE	ACRES		FAIR MARKET VALUE			EXEMPTIONS
				1,247,121			EXEMPTIONS
ENTITY	ADJUSTED FMV	NET ASSESSMENT	CUVA EXEMPT	EXEMPTIONS	TAXABLE VALUE	MILLAGE RATE	NET TAX
Gross county M&O	1,247,121	498,848			498,848	0.006009	2,997.58
School	1,247,121	498,848			498,848	0	0.00
School Bond	1,247,121	498,848			498,848	0	0.00
GROSS FIRE	1,247,121	498,848			498,848	0	0.00
EMS	1,247,121	498,848			498,848	0.000571	284.84
Development	1,247,121	498,848			498,848	0	0.00
Parks & Leisure	1,247,121	498,848			498,848	0	0.00
Ins Prem Credit	1,247,121	498,848			498,848	0	0.00
Sales Tax Credit	1,247,121	498,848			498,848	-0.002569	-1,281.54
						0.004011	2,000.88



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 314/2024

SUBJECT: Approve the 2023 personal property refund in the amount of \$128,552.92 for overpayment of Hall County taxes regarding property located at 2125 Candler Road, Gainesville, GA to Cottrell Properties LP.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: SW

Recommendation:

Purpose of Request:

Approve the 2023 personal property refund in the amount of \$128,552.92 for overpayment of Hall County taxes regarding property located at 2125 Candler Road, Gainesville, GA to Cottrell Properties LP.

History:

Facts and Issues:

Cottrell Properties, LLC, in error, returned intangible items that are not taxable as personal property.

Options:

This was discovered and verified through an audit between the Hall County BTA Personal Property Manager and the Cottrell representative.

Funding Requested

\$ 128,552.92

Are funds within current budget?

No

Source of Funds

General Fund

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

No

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
JS	RW	EW	TS
Attorney	Administration	Clerk	
WLI	CR	JR	

Attachments:

Financial Supplement
Refund Request - Cottrell Properties



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

AGENDA ITEM 314/2024

Funds Requested: \$ 128,552.92

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

General Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND		311100-REAL PROPERTYâ€CURRENT	\$128,552.92

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: SW

Phone: 6733

Account 104782

Cotrell Properties LP

2125 Candler Rd

Gainesville GA 30507

2023 Return worked and accepted as returned therefore no notice of assessment was sent to be appealed. Construction in progress was returned in error to us that did not fall under the taxable assets.

Refund for tax year 2023 in the amount of \$128,552.92 is requested.

Documents attached.



STUDDARD, GLISSON & SMITH, INC.
STATE & LOCAL TAX CONSULTING SINCE 1991

January 19, 2024

HALL COUNTY TAX ASSESSORS
PERSONAL PROPERTY DIVISION
PO BOX 1780
GAINESVILLE, GA 30503

RE: COTRELL PROPERTIES, LP, Account #104782
2023 REQUEST FOR REFUND
PER 2023 AMENDED PERSONAL PROPERTY RETURN PREVIOUSLY SUBMITTED

ATTENTION: Rebecca Rainey, Interim PP Manager

Dear Board:

As agent on behalf of Cottrell Properties, Inc., please accept this letter as Cotrell's written request for a refund of a portion of the property taxes for the above account. We have also included our Statement of Authorization authorizing us to act on their behalf.

There were amounts reported in CIP that were not physically located at the facility on 1/1/23, as they were deposits on the construction of the new building (CIP report with explanation attached). A deposit is not a tangible asset nor is real property taxable as CIP on the Business Personal Property Return. The cost of the CIP to be removed is \$17,369,669 at 75% depreciation is \$13,027,252. Please remove \$13,027,252 from the depreciated value. Enclosed are sections from the tax code in support of our request for this refund.

The depreciated final depreciated value, after adjustments should be \$22,878,464. The tax refund using the current 2023 tax rate should be \$128,553.

If you have any questions, please feel free to contact me at 770-815-6005 or at pamfredebeil@gmail.com We appreciate your assistance in correcting this error and look forward to hearing from you soon.

Sincerely,

STUDDARD, GLISSON & SMITH, INC.

Pamela Studdard Fredebeil
Enclosures

361 TAMARACK DR #20104
JASPER, GA 30143

770-815-6005
PAMFREDEBEIL@GMAIL.COM



STATEMENT OF AGENCY

COTRELL PROPERTIES, LP hereby appoints STUDDARD, GLISSON & SMITH, INC. as agent for the purpose of filing personal property statements, renditions, or returns and/or assessment appeals applications or petitions for review of valuation with all counties, appraisal districts and/or Assessment Appeal Boards, Boards of Review or Boards of Equalization, appearing on our behalf before said Boards, examining any records, and discussing with the appropriate government authority the assessment of any property owned by COTRELL PROPERTIES, LP.

This agency shall remain in effect until written notice of termination is issued by an officer of COTRELL PROPERTIES, LP.

COTRELL PROPERTIES, LP

Mark Wright

Signature

Agent

Title

August 31, 2023

DATE

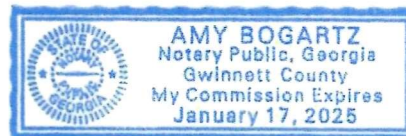
Subscribed and sworn to before me this 31st day of August 2023

Amy Bogartz
Notary Public

Hall Co, Georgia
in and for the County of

State of Georgia

My commission expires 1/17/25



ORIGINAL VALUE TAX YEAR 2023

ACCOUNT

104782

BUILDING VALUE	LAND VALUE	ACRES		FAIR MARKET VALUE			EXEMPTIONS
				35,905,716			
ENTITY	ADJUSTED FMV	NET ASSESSMENT	CUVA EXEMPT	EXEMPTIONS	TAXABLE VALUE	MILLAGE RATE	NET TAX
Gross county M&O	35,905,716	14,362,286			14,362,286	0.006009	86,302.98
School	35,905,716	14,362,286			14,362,286	0.01564	224,626.16
School Bond	35,905,716	14,362,286			14,362,286	0.001	14,362.29
GROSS FIRE	35,905,716	14,362,286			14,362,286	0.003887	55,826.21
EMS	35,905,716	14,362,286			14,362,286	0.000571	8,200.87
Development	35,905,716	14,362,286			14,362,286	0.001005	14,434.10
Parks & Leisure	35,905,716	14,362,286			14,362,286	0.000364	5,227.87
Ins Prem Credit	35,905,716	14,362,286			14,362,286	-0.001237	-17,766.15
Sales Tax Credit	35,905,716	14,362,286			14,362,286	-0.002569	-36,896.71
						0.024670	354,317.61

	2023	TOTAL
NET PAID	354,317.61	354,317.61
CORRECTED NET DUE	225,764.68	225,764.68
REFUND REQUESTED	128,552.92	128,552.92

FMV	35,905,716
Corrected FMV	22,878,464
Diff in val	13,027,252

CORRECTED VALUE TAX YEAR 2023

BUILDING VALUE	LAND VALUE	ACRES		FAIR MARKET VALUE			EXEMPTIONS
				22,878,464			0.00
ENTITY	ADJUSTED FMV	NET ASSESSMENT	CUVA EXEMPT	EXEMPTIONS	TAXABLE VALUE	MILLAGE RATE	NET TAX
Gross county M&O	22,878,464	9,151,386			9,151,386	0.006009	54,990.68
School	22,878,464	9,151,386			9,151,386	0.01564	143,127.67
School Bond	22,878,464	9,151,386			9,151,386	0.001	9,151.39
GROSS FIRE	22,878,464	9,151,386			9,151,386	0.003887	35,571.44
EMS	22,878,464	9,151,386			9,151,386	0.000571	5,225.44
Development	22,878,464	9,151,386			9,151,386	0.001005	9,197.14
Parks & Leisure	22,878,464	9,151,386			9,151,386	0.000364	3,331.10
Ins Prem Credit	22,878,464	9,151,386			9,151,386	-0.001237	-11,320.26
Sales Tax Credit	22,878,464	9,151,386			9,151,386	-0.002569	-23,509.91
						0.024670	225,764.68



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 293/2024

SUBJECT: Approve the renewal of the annual contract for RFP #42-007 Reappraisal & Equalization Assistance for Certain Real Property for the Tax Assessor's Office to GMASS, Inc. of Norwood, GA. The estimated annual cost is \$500,000.00.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: SW
Recommendation: Approve.

Purpose of Request:
 Approve the renewal of the annual contract for RFP #42-007 Reappraisal & Equalization Assistance for Certain Real Property for the Tax Assessor's Office to GMASS, Inc. of Norwood, GA. The estimated annual cost is \$500,000.00.

History:
 GMASS is a good vendor source for this contract and is in good standing within the County.

Facts and Issues:
 This is a four (4) year of a possible five (5) year contract.

Options:

Funding Requested	\$ 500,000.00
Are funds within current budget?	Yes
Source of Funds	General Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
-------	--------	---------	------------

Buyer	Submit	Approve	Purchasing
CW	JS	RW	AP
Budget	Finance	Attorney	Administration
EW	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement

Bid Tab

Contract



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

AGENDA ITEM 293/2024

Funds Requested: \$ 500,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

General Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	100-GENERAL FUND	1550-TAX ASSESSOR	521000- PROFESSIONAL SERVICES	\$500,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: SW

Phone: 770-531-6733

RFP 42-007 Reappraisal and Equalization Assistance for Certain Real Property	GMASS Norwood, GA
<p><u>Services Cost</u></p> <p>On Site Reviews (per parcel) \$32.00</p> <p>Limited Field Reviews (per parcel) \$19.00</p> <p>New Construction (per parcel) \$42.00</p> <p>Desk Audit (per audit) \$5.00</p> <p>Appeal Assistance \$125.00</p> <p>Appeal Assistance - Residential \$125.00</p> <p>Appeal Assistance - Commercial \$180.00</p> <p>Technical Support (per hour) \$90.00</p> <p>Assistance & Expertise in Mass Appraisal Tasks via Market Models - don't currently use at County \$25,000.00</p> <p><u>Services Cost - Ancillary Items</u></p> <p>Per Diem rate (includes expenses) \$650.00</p> <p>Superior Court and Hearing Officer cases (per day) \$850.00</p>	



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 04/15/2024

To: Richard Higgins, Chairman, BOC

From: Cheryl Wright, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 42-007-3

Bid/Contract Name: Reappraisal & Equalization Assistance for Certain Real Property

Department(s) Requesting Contract: Tax Assessor

Award Recipient Name: GMASS

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$491,474

Price Increase Requested Increase Percentage: 0%

Project/Service Contract Estimated Amount: \$500,000

Product Contract Awarded Amount: \$0

Comments: Year four (4) of a five (5) year contract.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

**CONTRACT EXECUTION SIGNATURE REQUEST
PRICE INCREASE DETAILS**

Bid/Contract No: 42-007

Bid/Contract Name: Reappraisal & Equalization Assistance for Certain Real Property - Renewal contract for FY25. Vendor held previous contract for the last three (3) years and is a vendor in good standing with the County. There are no price increases for FY25.

Contract Renewal #3

Reappraisal & Equalization Assistance for Certain Real Property

March 20, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #42-007, Reappraisal & Equalization Assistance for Certain Real Property, dated August 11, 2021 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2025,
2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

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

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

GMASS

HALL COUNTY, GEORGIA

By: K Reese
 Print Name: Kristi Reese
 Title: President

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

Date: _____

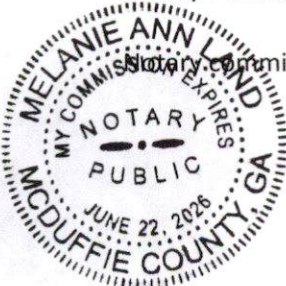
Sworn to and subscribed before me this
2nd Day of April, 2024

Attestment: _____
 County Clerk

Approved as to Form

Notary Public: Melanie Ann Land

Notary Commission expires: June 22, 2026



APPROVED AS TO FORM

Justin R. Lawhon
 Justin R. Lawhon,
 Senior Assistant County Attorney



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 327/2024

SUBJECT: Approve the ratification of the application for the Criminal Justice Coordinating Council (CJCC) FY 2023 Accountability Court Housing Grant for Treatment Services to provide transitional and emergency housing assistance for participants in the amount of \$99,320.00, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related award documents. A 25% in-kind match is required.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: HH
Recommendation: Approval.

Purpose of Request:

Approve the ratification of the application for the Criminal Justice Coordinating Council's FY2023 Accountability Court Housing Grant for Treatment Services to provide transitional and emergency housing assistance for participants in the amount of \$99,320.00, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related award documents. The 25% match requirement will be satisfied using the Case Manager's salary paid by the state-funded Council of Accountability Court Judges grant.

History:

This will be the first year Hall County Treatment Services receives the CJCC Housing Grant.

Facts and Issues:

Options:

The accountability courts of the Northeastern Judicial Circuit (Hall and Dawson County) will collaborate with local extended stay hotels and sober living providers to provide rental assistance to program participants. Each week, Hall County's Treatment programs deny admittance to eligible participants simply due to the lack of stable housing in our counties. This barrier to treatment has lasting negative effects, on not only the participant, but also their family and our communities as a whole. Funding through this Housing Assistance Grant will allow us to reach a much larger network of qualified candidates, which, in turn, will reduce recidivism rates and provide a direct cost-savings to our local communities. Funding is available to provide emergency shelter at a local motels for up to 3 days and provide 2 months of rental assistance for participants in local sober living facilities. Treatment Services intends to request funding in both available areas to directly benefit our program participants and increase overall census.

Funding Requested \$ 24,830.00
Are funds within current budget? No
Source of Funds Grant Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item?

Approvals:

Submit	Approve	Grants	Budget
HH	JS	SG	EW
Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

- Financial Supplement
- FY2023 Housing Grant Budget
- FY2023 Housing Grant Solicitation
- FY2023 Housing Grant Application



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

AGENDA ITEM 327/2024

Funds Requested: \$ 24,830.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

Grant Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	250-MULTIPLE GRANT FUND	2161-DRUG COURT	521000-PROFESSIONAL SERVICES	\$99,320.00
2025	250-MULTIPLE GRANT FUND	2161-DRUG COURT	334110-STATEâ€OPERATING DIRECT	\$-99,320.00
2025	250-MULTIPLE GRANT FUND	2161-DRUG COURT	511100-SALARIES	\$24,830.00

Budget Transfer Items:

Additional Information/Comments:

Emergency Shelter for 26 participants: \$385/week x 4 weeks = \$1,540 = \$40,040 Recovery-Transitional Housing for 19 participants: \$1,000 entry fee + (\$1,060/month x 2 months) = \$59,280 Total = \$99,320 (521000 - professional services) The salary expense provides the 25% match needed for the grant.

Contact for Questions: HH

Phone: 770-536-3837

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
[\(DOJ Financial Guide, Section 3.10\)](#)

A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked <i>(# of hours, days, months, years)</i>	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
						\$0		\$0
Total(s)						\$0	\$0	\$0

Narrative

Purpose Area #4

B. Fringe Benefits						
Name		Computation				
<i>List each grant-supported position receiving fringe benefits.</i>		<i>Show the basis for computation.</i>				
		Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A					\$0		\$0
Total(s)								\$0	\$0	\$0
Narrative										

Purpose Area #4

D. Equipment					
Item	Computation				
<i>List and describe each item of equipment that will be purchased</i>	<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Purpose Area #4

E. Supplies						
Supply Items		Computation				
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

G. Subawards (Subgrants)								
Description <i>Provide a description of the activities to be carried out by subrecipients.</i>		Purpose <i>Describe the purpose of the subaward (subgrant)</i>		Consultant? <i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>				
				Total Cost	Non-Federal Contribution	Federal Request		
						\$0		
Total(s)				\$0	\$0	\$0		
Consultant Travel (if necessary)								
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>		Location <i>Indicate the travel destination.</i>	Type of Expense <i>Hotel, airfare, per diem</i>	Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>				
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
			Total			\$0	\$0	\$0
Narrative								
H. Procurement Contracts								

Purpose Area #4

Description	Purpose	Consultant?			
<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>	<i>Describe the purpose of the contract</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>			
			Total Cost	Non-Federal Contribution	Federal Request
					\$0
			Total(s)	\$0	\$0
Consultant Travel (if necessary)					
Purpose of Travel	Location	Type of Expense	Computation		
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>		
			Cost	Duration or Distance	# of Staff
					\$0
					\$0
			Total	\$0	\$0
Narrative					
I. Other Costs					

Purpose Area #4

Description	Computation						
<i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>	<i>Show the basis for computation</i>						
	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
Emergency Shelter	26		\$1,540.00	1	\$40,040		\$40,040
Recovery-Transitional deposit/entry fees	19		\$1,000.00	1	\$19,000		\$19,000
Recovery-Transitional Housing	19		\$2,120.00	1	\$40,280		\$40,280
Total(s)					\$99,320	\$0	\$99,320
Narrative							
<p>Partnership with local hotels (Motel 6, etc) to cover lodging for up to 30 days per participant for 26 participants. Recovery-Transitional Housing initial fees of \$1,000 for 19 participants. Rent for Recovery-Transitional Housing for \$2,120 for 2 months for 19 participants.</p>							

Purpose Area #4

J. Indirect Costs					
Description <i>Describe what the approved rate is and how it is applied.</i>	Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>				
	<i>Base</i>	<i>Indirect Cost Rate</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

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 the Accountability Court Housing Grant under the Bureau of Justice Assistance (BJA) FY2023 Adult Treatment Court Discretionary Grant Program.

**FY2023 Adult Treatment Court Discretionary Grant Program:
Accountability Court Housing Grant
Competitive Request for Applications**

Eligibility

Applicants are limited to current state funded Adult Treatment Courts to include: Adult Felony, Mental Health, Veterans Treatment, DUI/DWI, and Family Treatment Courts. **Courts within the same circuit may only submit one application to be considered for funding.**

Deadline

Applications are due by
5 p.m EST Thursday, May 30th, 2024

Available Funding

\$1,000,000

Expected max award of \$100,000

The amount to be awarded to each agency will be determined by CJCC in partnership with the Council of Accountability Court Judges Funding Committee

Award Period

July 1, 2024 – June 30, 2027

Contact Information

For assistance with the requirements of this solicitation, contact:
Mia Smith,
at 404-654-5693 or Mia.Smith@cjcc.ga.gov

Release Date: April 30, 2024

THIS IS A FEDERAL GRANT SUBJECT TO FEDERAL RULES AND REGULATIONS

FY2023 BJA Adult Treatment Court Discretionary Grant Program:
Accountability Court Housing Grant
Competitive Request for Applications

SECTION I: OVERVIEW AND INSTRUCTIONS

Introduction

The Criminal Justice Coordinating Council (CJCC) in partnership with the Council of Accountability Court Judges (CACJ) received federal funding through the Bureau of Justice Assistance FY2023 Adult Treatment Court Discretionary Grant to provide transitional and emergency housing assistance. The purpose of this funding is to address possible disparities among racial and ethnic groups as well as increase client success within Georgia’s accountability court system by reducing environmental and social risk factors associated with housing instability. Funds will be made available between July 1, 2024 through June 30, 2027.

The Adult Treatment Court Discretionary Grant Program

The Adult Treatment Court Discretionary Grant Program provides financial and technical assistance to states, state courts, local courts, units of local government, and federally recognized Indian tribal governments to develop and implement drug courts and veterans treatment courts.

Applicant Eligibility

- All CACJ certified and/or funded *existing* accountability courts are eligible to apply for funding. Existing adult felony drug courts, mental health courts, veterans courts, DUI courts, and family treatment courts are eligible.
- Accountability courts within a circuit are **required** to submit a single application for funding consideration. Please note, if awarded, all funds will be granted to a single accountability court and will require that court to act as the lead and will manage all fiscal and programmatic requirements on behalf of all participating accountability courts.
- Accountability court participants must meet the U.S. Department of Housing and Urban Development’s definition of ‘literally homeless’ to be eligible for this funding. This is defined as an individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - Has a primary nighttime residence that is a public or private place not meant for human habitation;
 - Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs); or
 - Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
- Technical assistance will be provided by CACJ staff with guidance on how to meet this requirement, and a mandatory training webinar for grantees will be offered during the beginning of the grant period.

Additional Information

- Applicants will be required to identify the need and commitment to reducing racial and ethnic disparities. This should be demonstrated by providing data on the court's current participants who are unstably housed/literally homeless and potential participants who the court cannot currently serve due to the lack of funds for housing support. Courts should also address in their application the extent to which housing instability impacts participant success in the program.
- Grantees will be required to complete quarterly programmatic performance reporting through the OJP performance management system as well as additional data collection as required by the grant evaluator.
- Grantees will be required to adhere to grant conditions as set by CJCC during the award process.
- Should an accountability court candidate not be considered literally homeless under this definition prior to entering an institution (such as a county jail), (s)he would have to meet the literally homeless criteria for at least 24 hours upon release from an institution. This definition is met when a person is released from an institution, such as a county jail, and spends 24 hours in a shelter or temporary living arrangement funded by an alternate funding source, such as other federal funding, state funding, or county or other local funding such as DATE funds.

How to Apply

Interested applicants should review the Accountability Court Housing Grant Solicitation in its entirety, and submit the completed application, including the requested information and all required attachments, using the link on the website at www.cjcc.ga.gov on or before **5 p.m., May 30th, 2024**.

This form and provided budget detail are the only acceptable formats for submitting the narratives and budget for the funding year. It is recommended that applicants allow adequate time to complete the application. Applications must be submitted using the required format; **scanned or handwritten copies of the application will not be accepted.** Any application that does not adequately answer all applicable questions will be considered incomplete and will not be reviewed for funding.

Match Requirement (25% Match)

There is a 25 percent match requirement for this grant award that will be satisfied using the salary for either the Project Director or Case Manager paid by the court's CACJ state-funded accountability court grant award. Please note that when drafting the agency's application budget, the applicant should not account for the Match amount as it will be added to the final grant award if chosen for funding.

SECTION II: APPLICATION PROCESS

Application Review

Applications will be reviewed and assessed by CJCC and the CACJ Funding Committee and its designated representatives who will consider the following:

1. Overall quality and completeness of the application;
2. Demonstration of clear, measurable and appropriate standards;
3. Demonstration of need including geographic location, local demographics, local statistics, referral and participant housing statistics, other financial resources, etc;
4. Adequate correlation between the cost of the project and the objective(s) to be achieved;
5. Demonstration of the need and commitment to reducing racial and ethnic disparities; and
6. Compliance with certification requirements.

Only complete applications received by the deadline will be reviewed. **When an application is received by CJCC, there is no commitment on the part of CJCC or CACJ's Funding Committee 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. 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 CJCC.

Competitive Funding Decisions

All funding decisions related to the court application received in response to this solicitation are made by CJCC and based on the availability of funding and recommendations of the CACJ Funding Committee to CJCC's Board. CJCC will inform the applicant of funding decisions through a grant award. Applicants should not make assumptions regarding funding decisions until they have received official written notification of award or denial signed by CJCC's Executive Director. Applicants can appeal the initial funding decision but must do so within fifteen (15) business days of the date on the denial notice.

Once an award is made, it is within the discretion of CJCC to determine that a subgrantee is not compliant with applicable policies. Upon such a determination, CJCC may terminate further funding and require reimbursement of grant funds.

Use of Funds

The following are all allowable expenses under the grant program.

Emergency Shelter – a facility with the primary purpose of which is to provide a temporary shelter for the homeless that does not require occupants to sign leases or occupancy agreements. For the purposes of this grant opportunity, hotels or motel expenses are considered to be eligible

expenses.

- Hotel/motel vouchers for up to 180 days per/program participant. Applicants must include budget calculations as part of the application.
- Courts seeking hotel accommodations for participants should refer to the www.gsa.gov daily hotel per diem. Room rates should not exceed the GSA rate per day for the given area.
- Courts will be required to partner with hotels or motels to provide emergency housing services with this funding source. The hotels/motels will be required to invoice the court regularly.

Recovery-Transitional Housing – This is a housing model that uses substance use-specific services, peer support, and physical design features to support individuals and families on a particular path to recovery from addiction. Courts may request funds to support recovery/sober living housing for a maximum of 24 months. Applicants must include budget calculations as part of the application. In order to use funds to support recovery housing the program of choice must have the following defining practices:

- The housing site should be configured in a way that is most beneficial to the creation of a Recovery Oriented Community and in a way that uses evidence-based or evidence-informed practices for successful sober living arrangements;
- Participants should have personal privacy and 24/7 access to the housing, with community space for resident gatherings and meetings;
- Holistic services and peer-based recovery supports should be available to all program participants. Substance use disorder treatment, mental health services, case management services, and ancillary services provided by the accountability court can satisfy this requirement;
- Services should be provided to assist participants in the goal of achieving permanent housing placements and stability along with help secure income and employment stability, if needed, as well as sustained recovery and abstinence from substance use;
- Relapse should not be treated as an automatic cause for eviction from housing;
- discharge from recovery housing or eviction should only occur if participant's behavior substantially disrupts or impacts the welfare of the recovery community;
- The court must abide by all local and State landlord-tenant laws that govern grounds for eviction; and
- Courts will be required to partner with landlords to provide housing services with this funding source to include monthly invoices.

Restriction of Funds

Grant funds will not be allowed to be used for: state training, salary, office space, furniture, incentives, food, trinkets, monthly cell phone charges, the purchase of vehicles, weapons, overall agency supplies, construction projects and grant administrative overhead.

Supplanting

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

Risk Assessment and Monitoring

Risk Assessment and Monitoring. [2 CFR 200.332\(b\)](#) states that “all pass-through entities must... evaluate each subrecipient’s risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for the purposes of determining the appropriate subrecipient monitoring.” Risk assessment and monitoring apply to the grantee court(s), not to individual participants. Please see the links below for more information.

The Accountability Court Housing Grant monitoring schedule will be developed based on the overall subrecipient risk. The risk assessment should be completed using the subgranting agency's information. Click [here to complete risk assessment](#). See below for instructions on how to complete the risk assessment:

- [Non-Profit Risk Assessment Instructions](#)
- [Government Agency Risk Assessment Instructions](#)
- [University Risk Assessment Instructions](#)

****Risk assessment should only be completed by applicants who have not completed a risk assessment in the last 6 months.**

SECTION III: POST-AWARD REQUIREMENTS

Grant Acceptance

Subgrantees must accept or reject the grant award with original signatures and required forms within forty-five (45) days of the award date. The subgrantee will be unable to request funds until the award documents are returned to CJCC's office.

Special Conditions

At the time of the subgrant award, CJCC will assign special conditions as CJCC deems appropriate for the program. The special conditions will outline the subgrantee's responsibilities, as well as federal and state regulations that must be adhered to, as a condition of accepting the grant award for the approved program. The special conditions will be included in the award packet and must be reviewed, signed, and returned to CJCC within **forty-five (45) days** of the award date.

CJCC will assume your court rejects the grant award if these acceptance documents are not received by this submission deadline.

This is a federal reimbursement grant. Potential subgrantees are expected to abide by federal rules and regulations.

Fiscal Accountability

Commingling of funds on either a court-by-court or project-by-project basis is prohibited. The subgrantee’s accounting system must maintain a clear audit trail for each source of funding for each fiscal budget period and include the following:

- Separate accountability of receipts, expenditures, disbursements, and balances. CJCC recommends creating an account in your accounting system for each grant using the grant number provided by CJCC.
- Itemized records supporting all grant expenditures in sufficient detail to show exact nature of activity.
- Data and information for each expenditure with proper reference to a supporting voucher or bill properly approved.
- Maintenance of billing records for project related expenses (i.e. invoices, utility receipts, etc.)
- Provisions for payment by check (as applicable).

Office of Civil Rights

Pursuant to 28 C.F.R. Section 42.302, all recipients of federal funds must be in compliance with EEO and Civil Rights requirements. All courts that receive Discretionary funds or are subawarded Discretionary funds via court agreements are required to conform to the grant program requirements and all applicable civil rights laws. Violations may result in suspension or termination of funding until CJCC determines the recipient is in compliance. Information on required biannual agency-wide Civil Rights trainings can be found at <http://ojp.gov/about/ocr/assistance.htm>.

Nondiscrimination

Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits. Findings of discrimination must be submitted to the Office for Civil Rights and to CJCC.

Performance Measures and Reporting Requirements

Performance measurement can be defined as the process of routinely measuring the outputs and outcomes produced by a program, thereby allowing one to assess the effectiveness of program investments and activities. It has been found that measuring performance builds consensus and commitment within the justice community, assists with the goal of obtaining and allocating resources, demonstrates success, and improves accountability.

The Bureau of Justice Assistance (BJA), Office of Justice Programs, the federal entity that administers the Adult Treatment Court Discretionary Program, has developed performance measures for all funded program types. As such, CJCC requires that all funded subgrantees complete a quarterly statistical report using BJA's Performance Measurement Tool (PMT). The PMT will ultimately help states produce evidence-based guidance on monitoring and evaluating all programs.

PMT reporting is completed based on grant-funded activities and due on the following dates:

Reporting Period	Due Date
July 1 – September 30	October 15

October 1 – December 31	January 15
January 1 – March 31	April 15
April 1 – June 30	July 15

Submission of performance measures data is not required for the application. However, the applicant can find attached to the solicitation announcement a list of frequently asked questions as well as a sample PMT report to determine the level of data required to complete the report.

SECTION IV: APPLICATION FORM

Program Narrative

All applicants must complete a project narrative describing the proposed project. The following elements are required in the project narrative.

- **Project description:** Provide a description of the project including the circuit name, and the name of the local court programs that will be participating in the project and years founded. Include the geographic area targeted, estimated number of individuals who will be served during the grant period, and relevant characteristics of the target population, including demographics, for the accountability court-funded project. Applicants must demonstrate need for additional funding for emergency and transitional housing.
- **Needs statement:** Provide a statement of the specific problem(s)/gap(s) the project will address, including an outline of available housing options across the circuit and identify any current housing services available through the court and any other housing-related initiatives being developed by the courts in the circuit. The statement should also include an assessment of the current level of need for housing, or the current inability of the accountability court to serve unstably housed participants. The court should also demonstrate how housing instability has impacted participant success, if applicable. **The applicant should also use this section to clearly identify the need and commitment to address potentials for racial and ethnic disparities within their accountability court program.** Include any data that supports this claim and explain how the data analysis was generated. Only use data that is verifiable and relevant to the target population. For example, do not use statewide data for a local problem statement and do not use national data for a statewide problem statement. Courts are encouraged to use participant- and program-level data to demonstrate the need for housing services in their service area.
- **Project goals:** State the goals of the proposed project. Explain how the project goals will meet the needs of the project’s target population and/or impact the proposed service area. For example, an estimated number of participants to be served during the grant period and the anticipated outcomes.
- **Project activities and services:** Describe the accountability court-funded project’s service delivery plan. In other words, explain how the agency will achieve project goals. Provide detail regarding the type of housing that will be procured as well as an explanation as how additional funding is needed to achieve the stated goals. Please also explain how the plan for project activities will meet the target population’s needs as

described in the needs statement.

- **Resources needed:** In this section, please clearly explain the resources needed to conduct, enhance, and/or expand the project activities to achieve project's goals. For example, if the proposed project will also be supported by an accountability court grant and/or county funding, then explain how this grant funds will enhance these resources and enable the project to be conducted.

SECTION V: Attachments

Budget

All applicants must attach a budget using the provided Detailed Budget Worksheet. All line items within the budget are subject to review and approval. **Applicants must include budget calculations in the area directly below the budget category.** Decisions related to these budget line items are based on allowance of line item costs per accountability court and federal program guidelines, justification of costs in relation to project activities, and reasonableness of costs based on current market rates. **If the applicant is unable to download the required budget worksheet, please contact CJCC for additional assistance. Please be sure to save the excel document as a xlsx version prior to uploading. Failure to do so will result in an error message.**

How to Apply

Submit the completed application which includes the requested information and all required attachments, online at https://cjcc.formstack.com/forms/fy23_housing_grant_program. To be eligible for funding consideration, a complete application must be received by **5 p.m. on Thursday, May 30th, 2024.**

**FY2023 Adult Treatment Court Discretionary Grant Program:
Accountability Court Housing Grant**

Department: Treatment Services

Program to be served by grant: Hall County Drug Court and Veterans Track, Hall County H.E.L.P. Program, Hall County DUI Court, Hall County Family Treatment Court, Dawson County Treatment Court (Drug/DUI), Dawson County H.E.L.P. Program, and Dawson County Family Treatment Court

Grant Solicitation Release Date: April 30, 2024

Grant Application Deadline: May 30, 2024

Total Budget Request: \$99,320

Match Requirement: 25% using CACJ state-funded accountability court grant Case Manager salary.

Project Description

The accountability courts of the Northeastern Judicial Circuit (Hall and Dawson County) will collaborate with local extended stay hotels and recovery-transitional housing partners to provide affordable housing options to program participants. Each week, our programs deny admittance to eligible participants simply due to the lack of stable housing in our counties. This barrier to treatment has lasting negative effects, on not only the participant, but also their family and our communities. Funding through the FY2023 Accountability Court Housing Grant will allow us to serve a much larger network of qualified candidates, which, in turn, will reduce recidivism rates and provide direct cost-savings to our local communities. Grant funding is available to provide temporary shelter at local motels/hotels for up to 180 days per program participant and up to 24 months of funding per participant for recovery-transitional housing. Treatment Services intends to request funding in both available areas to directly benefit our program participants and increase the overall census.

Needs Statement

Maslow's Hierarchy of Needs indicates that basic needs such as stable shelter must be met before any individual can obtain growth in other areas such as professional and personal development. Knowing where one will lay their head at night is a basic human need and one that individuals suffering from substance use and mental health disorders regularly struggle to maintain. To qualify for enrollment in our accountability court programs, individuals must have stable housing in Hall or Dawson counties. This is imperative so they can attend daily drug testing appointments, daily counseling sessions, and weekly court review sessions. Our data indicates that a large portion of referred candidates are denied admittance due to no other reason than housing issues. Additionally, individuals with criminal backgrounds are often disqualified by many property owners, which also serves as a great barrier for many individuals referred to the accountability courts. Our program census would greatly increase if we were able to better assist clients with housing, especially our low-income clients and clients belonging to racial and ethnic minorities. According to the Norton Agency, the average home costs approximately \$423,500 which is 5.5x the amount of the median household income of \$67,571. The average income of a newly enrolled participant in the Northeastern Judicial Circuit accountability court programs is

approximately \$24,000 - \$28,000 annually. The current home buying disparity paired with increased rental prices proves a significant barrier to many individuals referred to the accountability courts in the Northeastern Judicial Circuit (Hall and Dawson Counties). Each week our programs deny admittance to otherwise eligible candidates simply due to the lack of stable housing in our jurisdiction. It is our goal to partner with local hotels/motels and sober living housing options to foster relationships which will open doors for our participants to secure more permanent housing options while being afforded an opportunity to stabilize in early recovery. The structure and oversight of our programs helps create an ideal tenant for property owners (i.e. drug screened regularly, participants must maintain employment, and obey all applicable laws). By providing this type of assistance, individuals will gain access to treatment at a much faster rate than at any other time in our agency's history. This ripple effect of program enrollment touches numerous aspects of our local communities including reduction in incarceration costs, additional candidates in the local job workforce pool, and overall increase in tax revenue as participants will be contributing members to society. The ability to assist eligible participants with emergency shelter (i.e. extended stay hotel up to 30 days) and recovery-transitional housing (for approximately 2 months) is crucial to the overall success of our program participants.

Our agency has established a relationship with Motel 6 to negotiate a discounted weekly rate for program participants. This partnership will be instrumental in providing stable emergency shelter for many individuals in our programs and will reduce incarceration costs absorbed by our local counties. Funding through this grant will allow us to place up to 26 individuals in an extended stay suite for 30 days while they seek long-term housing solutions. While we have established this initial partnership, we will continue to seek partnerships with similar emergency shelter options in our community.

In addition to providing emergency shelter for eligible participants, we will provide funding to allow participants an opportunity to reside in local recovery-transitional housing programs, while they receive services for drug and alcohol-related issues, peer services, holistic services, case management services, and ancillary services. We expect to provide financial assistance for up to 19 individuals to cover the average cost of \$1000 for sober living environment initial fees plus the cost of \$1060 per month of rent for 2 months. According to the U.S. Census Bureau, the average rental price for a basic apartment unit in Gainesville totals \$1,167/month with multi-room apartments ranging upwards of \$2,500/month. For many individuals referred to our programs, this serves as a significant financial barrier as they may be unemployed at time of arrest or are underemployed with a monthly income that will not support such expenses. Grant funds will be used to directly assist those individuals meeting the U.S. Department of Housing and Urban Development's definition of literally homeless. More than any other population, those suffering from substance use and mental health disorders face housing issues at an alarming rate. This funding project directly aligns with the mission of our agency in that it will assist all individuals with securing access to treatment, create a foundation for contributions to our local communities, reduce recidivism rates, and provide a significant cost-savings to our local economy.

Project Goals

1. Increase program census by admitting qualified candidates who historically would not be granted admittance due to insufficient housing. By assisting participants with securing appropriate housing options, we will be able to address racial and ethnic disparities and enroll more participants at a faster rate thus reducing overall incarceration costs to our communities.

Additionally, we will grant faster access to treatment to qualified individuals thus reducing recidivism rates.

2. Provide immediate assistance to emergency shelter placement for those individuals who are literally homeless according to HUD's definition.
3. Provide funding to support linkage of accountability court participants to local recovery-transitional housing programs for specialized support through peer services and substance-use related treatment resources.

Project Activities and Services

Our agency will partner with local hotels/motels, and sober living housing programs to provide stable and suitable housing for accountability court participants. By providing financial assistance for emergency shelter and recovery-transitional housing for participants who otherwise qualify for our programs, we will reduce recidivism rates, reduce racial and ethnic disparities, increase program census, enroll participants at an expedited rate with enrollment to treatment faster, and provide a significant cost-savings to the local communities by reducing incarceration costs. Funds will be used to provide short-term (30 days) emergency shelter as well as up to 2 months of rental assistance for participants in a sober living environment. Funds for this grant will serve approximately 45 total participants during the period of this grant period.

Resources Needed

This grant will provide the funds necessary to house 26 participants in a short-term (30 days) emergency shelter (i.e. Motel 6) and provide 19 participants with rental assistance for 2 months in a sober living environment for a total of 45 participants served.



AGENDA ITEM

Other Business - Financial Services

REPORT TO: **Work Session (06/24/24)**

REPORT TO: **Voting Meeting (06/27/24)**

ITEM NO: 352/2024

SUBJECT: Approve the Fiscal Year 2025 Budget Resolutions: (1) Fiscal Year 2025 Budget Resolution, (2) Victim Witness Program, and (3) Community Service Center Fund Balance Resolution.

Meetings:

Work Session Date: 06/24/24 **Voting Meeting Date:** 06/27/24

Executive Summary:

Presenter: TS

Recommendation:
Approve.

Purpose of Request:
Approve the Fiscal Year 2025 Budget Resolutions: (1) Fiscal Year 2025 Budget Resolution, (2) Victim Witness Program, and (3) Community Service Center Fund Balance Resolution.

History:
A balanced budget is recommended and adopted before the beginning of each fiscal year.

Facts and Issues:

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	N/A
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	No
Is there a deadline for this item?	2024-07-01

Approvals:

Submit	Budget	Finance	Attorney
TS	DA	TS	WLI
Administration		Clerk	

Administration	Clerk
CR	JR

Attachments:

FY 2025 Budget Resolution

Victim Witness Resolution FY 2025

Community Service Center Resolution FY 2025

HALL COUNTY FISCAL YEAR 2025 BUDGET RESOLUTION

A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2025 BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025, FOR EACH FUND OF HALL COUNTY, APPROPRIATING THE AMOUNTS SHOWN IN THE FOLLOWING SCHEDULES FOR THE VARIOUS FUNDS AND DEPARTMENTS; ADOPTING THE ITEMS OF ANTICIPATED FUNDING SOURCES BASED ON THE ESTIMATED 2024 TAX DIGEST AND AFFIRMING THAT EXPENDITURES IN EACH DEPARTMENT MAY NOT EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES FROM EXCEEDING ACTUAL FUNDING SOURCES:

WHEREAS, the Hall County Board of Commissioners ("Board") is the governing authority of said County; and

WHEREAS, the Board has been presented a Proposed Budget which is the County's financial plan for said fiscal year and includes all projected revenues and allowable expenditures; and

WHEREAS, an advertised public hearing has been held on the 2025 Proposed Budget, as required by State and Local Laws and regulations; and

WHEREAS, the Board resolves that the Proposed 2025 Budget shall in all cases apply to and control the financial affairs of County departments and all other agencies subject to the budgetary and fiscal control of the governing authority; and

WHEREAS, each of the Funds has a balanced budget, such that anticipated funding sources equal proposed expenditures; and

NOW, THEREFORE, BE IT RESOLVED that this 2025 Budget is hereby adopted specifying the anticipated funding sources for each Fund and making appropriations for proposed expenditures to the departments or organizational units named in each fund.

BE IT FURTHER RESOLVED that expenditures of any Operating Budget Fund or Capital Budget Fund shall not exceed the appropriations authorized by this budget and amendments thereto or actual funding sources, whichever is less.

BE IT FURTHER RESOLVED that all expenditures of any Operating Budget Fund or Capital Budget Fund are subject to the policies as established by the Board of Commissioners and the County Administrator; and

BE IT FURTHER RESOLVED that certain Capital Project Budgets are adopted as specified herein, as multiple-year project budgets as provided for in O.C.G.A. § 36-81-3(b)(2); and

BE IT FURTHER RESOLVED that Direct and Indirect Cost Allocations and Contributions as appropriated in any Fund within the various accounts of a Department or Agency are restricted for the express purpose as designated; and

BE IT FURTHER RESOLVED that transfers of appropriations in any Fund among the various accounts within a Department or Agency shall require only the approval of the Director of Financial Services so long as the total budget for each Department or Agency is not increased.

BE IT FURTHER RESOLVED that the 2025 Budget shall be amended so as to adapt to changing governmental needs during the fiscal year as follows: Any increase in appropriations in any Fund for a Department or Agency, whether through a change in anticipated revenues in any Fund or through a

transfer of appropriations among Departments or Agencies, shall require the approval of the Board of Commissioners, except in the following cases where authority is granted to:

1. The Director of Financial Services to:

- a. Allocate funds to appropriate Departments from insurance proceeds for the replacement or repair of damaged equipment items;
- b. Allocate funds from the established Capital Trials Reserve to appropriate Departments within the Judicial System for Capital Cases;
- c. Allocate funds from the established Elections Reserve to appropriate Departments for unexpected election expenses;
- d. Authorize preparation and submission of applications for grant funding; however, acceptance of all grant awards is subject to the approval of the Board of Commissioners;
- e. Adjust revenue and appropriation budgets between capital projects as necessary to incorporate grant awards approved by the Board;
- f. Approve transfers of appropriations within capital projects and allocate funds previously approved, or, as appropriate, transfer appropriations among fiscal years for projects as necessary to allow completion of each project and cover existing obligations/expenses in accordance with the intent and actions of the Board; however, in no case shall appropriations exceed actual available funding sources;
- g. Adjust revenue and appropriation budgets to incorporate collected revenue at the capital fund contingency project level and project specific levels in accordance with the intent and actions of the Board; however, in no case shall appropriations exceed actual available funding sources;
- h. Allocate allowable costs of services provided by a governmental unit on a centralized basis to its Departments and Agencies as defined by the Hall County Cost Allocation Plan;
- i. Allocate funds from Non-Departmental Operating Contingencies for amounts up to \$50,000 in accordance with the intent and actions of the Board of Commissioners; however, in no case shall appropriations exceed actual available funding sources; allocate funds from established reserves for leave balances at retirement, salary adjustments and reclassification to Department and Agency as necessary to provide funding for compensation actions, reductions in force and retirement incentives; transfer funds resulting from salary savings or transfer balances resulting from under expenditures in operating accounts to Non-Departmental reserves to fund accrued liabilities and expend funds within Non-Departmental reserve to reduce said accrued liabilities.

2. The County Administrator to:

- a. Allocate funds from Non-Departmental Operating Contingencies for amounts over \$50,000 in accordance with the intent and actions of the Board of Commissioners; however, in no case shall appropriations exceed actual available funding sources;
- b. Transfer funds from Department or Agency budgets to Contribution to Capital Projects for amounts up to \$50,000;
- c. Transfer funds within a capital fund from fund or program contingencies and/or savings in existing projects to establish new projects for amounts up to \$100,000;
- d. Transfer funds to establish new projects related to economic development within a capital fund from fund or program contingencies and/or savings in existing projects;
- e. Approve additional appropriations for and / or transfers within capital projects and / or operational needs as it relates to items approved for funding within The American Rescue Plan federal allocation for Hall County Government.
- f. Allocate funds from Non-Departmental Contingencies to Department or Agency budgets to provide funding for approved compensation actions;

- g. Reallocate funding among projects approved by the Board as allowed by authorizing documents.

BE IT FURTHER RESOLVED that such amendments shall be recognized as approved changes to this resolution in accordance with O.C.G.A. 36-81-3. These authorities for transfers of appropriations shall not be used as an alternative to the normal budget process and are intended to be used only when necessary to facilitate the orderly management of projects and/or programs; transfers approved under these authorities may not be used to change the approved scope or the objective of any capital project.

BE IT FURTHER RESOLVED that the 2025 Budget contains 1,853 authorized positions. The Board shall approve increases in authorized positions. Vacant authorized positions may be reallocated within the same department or reassigned to another department and filled authorized positions may be reassigned at the same grade level between departments with the authorization of the County Administrator. The following compensation policies remain in effect for the 2025 Budget:

1. All vacant authorized positions require the approval of the Human Resources Director and Financial Services Director to recruit and hire;
2. County's Retirement Contributions of 2% to the 401A shall be included and up to an additional 6% match to the 401A account depending upon the employee's participation in the 457 account;
3. BE IT FURTHER RESOLVED that the Board authorizes and directs any and all actions necessary to amend the County's Retirement Plan documents to appropriately reflect the contributions as stated above in item 2; and to modify the auto escalation increase as stated in the 457 plan documents;
4. BE IT FURTHER RESOLVED that the Board shall, for the current budget year reserve a portion of the General Fund and the Special Revenue Funds' Fund Balance at a level equal to the accrued vacation liabilities of the County.

BE IT FURTHER RESOLVED that authority and authorization is delegated to the County Administrator and Human Resources Director to review, establish, modify, change, maintain, and implement policies, rules, structure, criteria, etc. to benefit plans, which shall include, but is not limited to, health premiums and retiree contributions for staff (both active and retiree status) and Board of Commissioners.

BE IT FURTHER RESOLVED that the Board shall maintain the General Fund, Fire Services Fund, Emergency Services Fund, Development Services Fund, and Parks & Leisure Services Fund; unreserved, undesignated fund balance at a level of at least fifteen to twenty-five percent and/or three months of the operating expenditures of each of the respective funds. The level of unreserved, undesignated fund balance in each fund will be reviewed by the Administrative Staff annually to ensure the appropriateness of reserve amounts and may be changed by the Board of Commissioners by written Resolution. Excess funds in the fund balance above the noted threshold may, with the approval of the Board, be transferred to the Capital Projects Fund to fund capital projects, or appropriated for other non-recurring purposes.

BE IT FURTHER RESOLVED that budgets for all Operating Funds of the County are presented as Operating Budgets and/or funds expected to be expended during the current fiscal year. These budgets are the maintenance and operations of each of the Departments and Agencies within those funds.

BE IT FURTHER RESOLVED that the Board is adopting a Fiscal Year 2025 Capital Budget and five year Capital Improvement Plan with a total project length budget (see attached schedule.) There are separate funds maintaining line item budgets for Capital Outlay, representing large asset purchases that have a useful life of two (2) years or more and a value of greater than \$5,000. The various Capital Budgets represent the expected fiscal year 2025 expenditures and five subsequent fiscal years for the projects approved by the Board of Commissioners and/or voter referendum.

HALL COUNTY BOARD OF COMMISSIONERS

Chairman

Commissioner – District 1

Commissioner – District 2

Commissioner – District 3

Commissioner – District 4

Date

Attest:

County Clerk

(Seal)

Approved as to form:

Hall County Attorney

**FISCAL YEAR 2025 BUDGET RESOLUTION
BUDGET SUMMARY
HALL COUNTY, GEORGIA**

GENERAL FUND

Revenues:

Taxes	\$ 111,680,144
Licenses and permits	3,187,536
Intergovernmental	1,086,431
Fines and forfeitures	4,580,388
Charges for services	10,743,531
Miscellaneous	613,000
Contributions / Donations	36,238
Investment Income	110,000
Operating Transfer In	180,000
Subtotal Revenues	<u>132,217,268</u>
Use of Assigned Fund Balance - Compensation Study	-
TOTAL REVENUES GENERAL FUND	<u><u>\$ 132,217,268</u></u>

Appropriations:

Administration	\$ 1,855,148
Board of Commissioners	478,253
Financial Services	2,535,103
Human Resources	1,072,872
MIS	5,496,981
Building Inspection	907,384
Business License	251,894
Tax Assessor	3,263,714
Animal Services	2,897,614
Agricultural Center	453,602
Legal Services	810,724
Corrections and Maintenance	9,476,607
Sheriff	51,729,250
Coroner	657,997
Solicitor	2,487,483
Superior Court	4,058,007
State Court	2,961,893
Clerk of Court	3,764,216
BOE Appeals	146,240
Probate Court	1,210,794
Juvenile Court	4,569,567
District Attorney	2,906,672
Magistrate Court	1,986,774
Court Administration	5,466,066

**FISCAL YEAR 2025 BUDGET RESOLUTION
BUDGET SUMMARY
HALL COUNTY, GEORGIA**

Public Defender	2,300,931
Soil Conservation Service	147,367
Extension Office	264,849
Elections	2,154,798
Tax Commissioner	3,943,685

GENERAL FUND (cont.)

Agencies:

Health Department	\$ 901,463	
Hall County Library System	3,392,428	
Community Service Center	857,180	
Legacy Link	16,000	
Lake Lanier Association	63,000	
Avita Community Partners	65,000	
Hall-Dawson CASA	53,250	
Soil Conservation	8,000	
Gateway House	42,000	
Edmondson-Telford	28,500	
Elachee	15,000	
Greater Hall Chamber of Commerce	185,000	
Georgia Mountains Regional Commission	183,165	
Rape Response	10,000	
Forest Service	9,697	
Supporting Adoption and Foster Families Together	48,000	
Family Ties - Gainesville	7,000	
Department of Family and Children Services	225,000	
Total:		6,109,683

Non Departmental:

Retiree Health Insurance (County Share)	1,800,000	
OPEB Trust Contribution	311,768	
Enhanced 911 Communications Supplement	908,224	
Contribution to the Capital Projects Fund	1,213,507	
Debt Service	171,250	
Other General Service Items	1,446,351	
Total:		5,851,100

TOTAL APPROPRIATIONS GENERAL FUND

\$ 132,217,268

FIRE SERVICES FUND

Revenues:

Taxes	\$ 45,234,753
Charges for Services	195,000
Intergovernmental	8,954
Investment Income	40,000
TOTAL REVENUES FIRE SERVICES FUND	\$ 45,478,707

Appropriations:

Operations	\$ 45,478,707
TOTAL APPROPRIATIONS FIRE SERVICES FUND	\$ 45,478,707

**FISCAL YEAR 2025 BUDGET RESOLUTION
BUDGET SUMMARY
HALL COUNTY, GEORGIA**

EMERGENCY SERVICES FUND

Revenues:	
Taxes	\$ 9,493,625
Charges for Services	5,509,511
Miscellaneous	3,600
Investment Income	10,000
Operating Transfer In (General Fund Supplement)	-
TOTAL REVENUES EMERGENCY SERVICES FUND	<u>\$ 15,016,736</u>

Appropriations:	
Operations	\$ 15,016,736
TOTAL APPROPRIATIONS EMERGENCY SERVICES FUND	<u>\$ 15,016,736</u>

DEVELOPMENT SERVICES FUND

Revenues:	
Taxes	\$ 10,981,925
Licenses and Permits	153,249
Charges for Services	93,887
Intergovernmental	519,614
Investment Income	10,000
Miscellaneous	10,440
Operating Transfer In (General Fund Supplement)	-
TOTAL REVENUES DEVELOPMENT SERVICES FUND	<u>\$ 11,769,115</u>

Appropriations:	
Operations	\$ 11,769,115
TOTAL APPROPRIATIONS DEVELOPMENT SERVICES FUND	<u>\$ 11,769,115</u>

PARKS & LEISURE SERVICES FUND

Revenues:	
Taxes	\$ 5,551,011
Charges for Services	545,379
Contributions / Donations	300
Investment Income	3,000
Miscellaneous	231,932
Operating Transfer In (General Fund Supplement)	-
TOTAL REVENUES PARKS & LEISURE SERVICES FUND	<u>\$ 6,331,622</u>

Appropriations:	
Operations	\$ 6,331,622
TOTAL APPROPRIATIONS PARKS & LEISURE SERVICES FUND	<u>\$ 6,331,622</u>

E911 FUND

Revenues:	
Charges for Services	\$ 4,661,622
Investment Income	1,779
Miscellaneous	19,475
Operating Transfer In (General Fund Supplement)	908,224
TOTAL REVENUES E911 FUND	<u>\$ 5,591,100</u>

**FISCAL YEAR 2025 BUDGET RESOLUTION
BUDGET SUMMARY
HALL COUNTY, GEORGIA**

Appropriations:	
Operations	\$ 5,591,100
TOTAL APPROPRIATIONS E911 FUND	<u>\$ 5,591,100</u>

PARKS MARINA FUND

Revenues:	
Charges for Services	\$ 659,900
Investment Income	3,700
Miscellaneous	1,209,700
Prior Year Reserves - for Capital Projects	103,866
TOTAL REVENUES PARKS MARINA FUND	<u>\$ 1,977,166</u>

Appropriations:	
Operations	\$ 1,977,166
TOTAL APPROPRIATIONS PARKS MARINA FUND	<u>\$ 1,977,166</u>

MULTIPLE GRANTS FUND

Revenues:	
Intergovernmental	\$ 8,067,598
Contributions / Donations	13,061
TOTAL REVENUES MULTIPLE GRANTS FUND	<u>\$ 8,080,659</u>

Appropriations:	
Miscellaneous Grant Programs	\$ 8,080,659
TOTAL APPROPRIATIONS MULTIPLE GRANTS FUND	<u>\$ 8,080,659</u>

AMERICAN RESCUE PLAN FUND

Revenues:	
Intergovernmental	\$ 11,449,608
TOTAL REVENUES AMERICAN RESCUE PLAN FUND	<u>\$ 11,449,608</u>

Appropriations:	
Miscellaneous Programs and Projects - American Rescue Plan	\$ 11,449,608
TOTAL APPROPRIATIONS AMERICAN RESCUE PLAN FUND	<u>\$ 11,449,608</u>

SPECIAL ASSESSMENTS (STREET LIGHTING DISTRICTS) FUND

Revenues:	
Charges for Services	\$ 1,255,000
TOTAL REVENUES SPECIAL ASSESSMENTS FUND	<u>\$ 1,255,000</u>

Appropriations:	
Operations	\$ 1,255,000
TOTAL APPROPRIATIONS SPECIAL ASSESSMENTS FUND	<u>\$ 1,255,000</u>

**FISCAL YEAR 2025 BUDGET RESOLUTION
BUDGET SUMMARY
HALL COUNTY, GEORGIA**

RESTRICTED PROGRAMS FUND

Revenues:	
Intergovernmental	\$ 1,779,388
Fines and Forfeitures	347,843
Charges for Services	971,848
Contributions / Donations	-
Miscellaneous	412,000
Prior year reserves	909,825
TOTAL REVENUES RESTRICTED PROGRAMS FUND	<u>\$ 4,420,904</u>

Appropriations:	
Operations	\$ 4,420,904
TOTAL APPROPRIATIONS RESTRICTED PROGRAMS FUND	<u>\$ 4,420,904</u>

CONFISCATED ASSETS FUND

Revenues:	
Fines and Forfeitures	\$ 39,000
Prior Year Reserves	42,000
TOTAL REVENUES CONFISCATED ASSETS FUND	<u>\$ 81,000</u>

Appropriations:	
Operations	\$ 81,000
TOTAL APPROPRIATIONS CONFISCATED ASSETS FUND	<u>\$ 81,000</u>

DATE FUND

Revenues:	
Charges for Services	\$ 40,800
Fines and Forfeitures	108,380
Prior Year Reserves	100,450
TOTAL REVENUES DATE FUND	<u>\$ 249,630</u>

Appropriations:	
Operations	\$ 249,630
TOTAL APPROPRIATIONS DATE FUND	<u>\$ 249,630</u>

LOCAL GOVT SHARE OF OPIOID FUND

Revenues:	
Miscellaneous	\$ 300,000
TOTAL REVENUES LOCAL GOVT SHARE OF OPIOID FUND	<u>\$ 300,000</u>

Appropriations:	
Operations	\$ 300,000
TOTAL APPROPRIATIONS LOCAL GOVT SHARE OF OPIOID FUND	<u>\$ 300,000</u>

HOTEL MOTEL TAX FUND

Revenues:	
Taxes	\$ 295,000
TOTAL REVENUES HOTEL MOTEL TAX FUND	<u>\$ 295,000</u>

**FISCAL YEAR 2025 BUDGET RESOLUTION
BUDGET SUMMARY
HALL COUNTY, GEORGIA**

Appropriations:		
Agency Allocation		\$ 295,000
TOTAL APPROPRIATIONS HOTEL MOTEL TAX FUND		\$ 295,000

LAW LIBRARY FUND

Revenues:		
Fines and Forfeitures		\$ 192,936
TOTAL REVENUES LAW LIBRARY FUND		\$ 192,936

Appropriations:		
Operations		\$ 192,936
TOTAL APPROPRIATIONS LAW LIBRARY FUND		\$ 192,936

RISK MANAGEMENT FUND

Revenues:		
Charges for Services		\$ 4,058,882
TOTAL REVENUES RISK MANAGEMENT FUND		\$ 4,058,882

Appropriations:		
Operations		\$ 4,058,882
TOTAL APPROPRIATIONS RISK MANAGEMENT FUND		\$ 4,058,882

GROUP INSURANCE FUND

Revenues:		
Charges for Services		\$ 26,656,828
Miscellaneous		5,847,525
TOTAL REVENUES GROUP INSURANCE FUND		\$ 32,504,353

Appropriations:		
Employee Services, Claims, and Operations		\$ 32,504,353
TOTAL APPROPRIATIONS GROUP INSURANCE FUND		\$ 32,504,353

FLEET MAINTENANCE FUND

Revenues:		
Charges for Services		\$ 1,949,504
TOTAL REVENUES FLEET MAINTENANCE FUND		\$ 1,949,504

Appropriations:		
Operations		\$ 1,949,504
TOTAL APPROPRIATIONS FLEET MAINTENANCE FUND		\$ 1,949,504

SOLID WASTE ENTERPRISE FUND

Revenues:		
Assessment Fees		\$ 3,673,225
Charges for Services		6,989,265
Investment Income		55,000
Prior year reserves		7,132,612
TOTAL REVENUES SOLID WASTE ENTERPRISE FUND		\$ 17,850,102

**FISCAL YEAR 2025 BUDGET RESOLUTION
BUDGET SUMMARY
HALL COUNTY, GEORGIA**

Appropriations:					
	Operations			\$	17,850,102
	TOTAL APPROPRIATIONS SOLID WASTE ENTERPRISE FUND			\$	17,850,102

STORMWATER FUND

Revenues:					
	Charges for Services			\$	238,000
	TOTAL REVENUES STORMWATER FUND			\$	238,000

Appropriations:					
	Stormwater Operations			\$	238,000
	TOTAL APPROPRIATIONS STORMWATER FUND			\$	238,000

WATER AND SEWER ENTERPRISE FUND

Revenues:					
	Charges for Services			\$	4,709,440
	Prior year reserves				6,063,440
	Licenses and Permits				55,000
	Investment Income				40,000
	Operating Transfer In (SPLOST)				2,103,321
	TOTAL REVENUES WATER AND SEWER ENTERPRISE FUND			\$	12,971,201

Appropriations:					
	Sewer/Wastewater Operations			\$	12,971,201
	TOTAL APPROPRIATIONS WATER AND SEWER ENTERPRISE FUND			\$	12,971,201

CAPITAL PROJECTS FUND

Revenues:					
	Capital Contributions - Other Funds			\$	14,201,396
	Prior year reserves				-
	TOTAL REVENUES CAPITAL PROJECTS FUND			\$	14,201,396

Appropriations:					
	Capital Programs			\$	14,201,396
	TOTAL APPROPRIATIONS CAPITAL PROJECTS FUND			\$	14,201,396

STATE ROADS FUND

Revenues:					
	Intergovernmental			\$	7,215,486
	TOTAL REVENUES STATE ROADS FUND			\$	7,215,486

Appropriations:					
	Roads and Related Improvements			\$	7,215,486
	TOTAL APPROPRIATIONS STATE ROADS FUND			\$	7,215,486

IMPACT FEES FUND

Revenues:					
	Charges for Services			\$	1,425,310
	Prior year reserves				533,690

**FISCAL YEAR 2025 BUDGET RESOLUTION
BUDGET SUMMARY
HALL COUNTY, GEORGIA**

TOTAL REVENUES IMPACT FEES FUND	<u><u>\$ 1,959,000</u></u>
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Appropriations:

Parks, Library, Fire, Public Safety, and Sheriff Patrol	\$ 1,959,000
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TOTAL APPROPRIATIONS IMPACT FEES FUND	<u><u>\$ 1,959,000</u></u>
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SPLOST VII FUND

Revenues:

Funds Carried Forward	\$ 4,206,171
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TOTAL REVENUES SPLOST VII FUND	<u><u>\$ 4,206,171</u></u>
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Appropriations:

Roads, Parks, Public Safety, Sewer, Buildings, Municipalities, etc.	\$ 4,206,171
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TOTAL APPROPRIATIONS SPLOST VII FUND	<u><u>\$ 4,206,171</u></u>
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SPLOST VIII FUND

Revenues:

Taxes	\$ 51,889,452
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Funds Carried Forward	9,461,613
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TOTAL REVENUES SPLOST VIII FUND	<u><u>\$ 61,351,065</u></u>
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Appropriations:

Roads, Parks, Public Safety, Sewer, Buildings, Municipalities, etc.	\$ 61,351,065
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TOTAL APPROPRIATIONS SPLOST VIII FUND	<u><u>\$ 61,351,065</u></u>
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TOTAL COUNTY-WIDE OPERATING AND CAPITAL BUDGET	<u><u>\$ 403,211,611</u></u>
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**FISCAL YEAR 2025 BUDGET RESOLUTION
(FISCAL YEAR 2026-2030 CAPITAL IMPROVEMENT PLAN)
HALL COUNTY, GEORGIA**

CAPITAL PROJECTS FUND

Revenues:	
Capital Contributions from Operating Funds	\$ 59,525,814
Prior Year Reserves	72,753,772
TOTAL REVENUES - CAPITAL PROJECTS FUND	<u>\$ 132,279,586</u>

Appropriations:	
Construction / Equipment and Related Costs	\$ 132,279,586
TOTAL APPROPRIATIONS - CAPITAL PROJECTS FUND	<u>\$ 132,279,586</u>

PARKS MARINA FUND

Revenues:	
Ordinary Revenues - Parks Marina Fund	17,500
TOTAL REVENUES - PARKS MARINA FUND	<u>\$ 17,500</u>

Appropriations:	
Park Enhancements and Improvements	\$ 17,500
TOTAL APPROPRIATIONS - PARKS MARINA FUND	<u>\$ 17,500</u>

WATER AND SEWER ENTERPRISE FUND

Revenues:	
Prior Year Reserves	\$ 22,400,862
Ordinary Revenues - Sewer Fund	22,400,862
TOTAL REVENUES - WATER AND SEWER ENTERPRISE FUND	<u>\$ 44,801,723</u>

Appropriations:	
Sewer Infrastructure Improvements	\$ 44,801,723
TOTAL APPROPRIATIONS - WATER AND SEWER ENTERPRISE FUND	<u>\$ 44,801,723</u>

SOLID WASTE ENTERPRISE FUND

Revenues:	
Prior Year Reserves	\$ 44,958,010
Ordinary Revenues - Solid Waste Enterprise Fund	44,958,010
TOTAL REVENUES - SOLID WASTE ENTERPRISE FUND	<u>\$ 89,916,020</u>

Appropriations:	
Heavy Equipment and Vehicles	\$ 89,916,020
TOTAL APPROPRIATIONS - SOLID WASTE ENTERPRISE FUND	<u>\$ 89,916,020</u>

IMPACT FEES FUND

Revenues:	
Charges for Services	\$ 268,099
Prior year reserves	268,099
TOTAL REVENUES - IMPACT FEES FUND	<u>\$ 536,197</u>

Appropriations:	
Parks, Library, Fire, Public Safety, and Sheriff Patrol	\$ 536,197
TOTAL APPROPRIATIONS - IMPACT FEES FUND	<u>\$ 536,197</u>

STATE ROADS FUND

**FISCAL YEAR 2025 BUDGET RESOLUTION
(FISCAL YEAR 2026-2030 CAPITAL IMPROVEMENT PLAN)
HALL COUNTY, GEORGIA**

Revenues:		
Intergovernmental	\$	8,302,746
TOTAL REVENUES - STATE ROADS FUND	\$	8,302,746

Appropriations:		
Roads and related improvements	\$	8,302,746
TOTAL APPROPRIATIONS - STATE ROADS FUND	\$	8,302,746

SPLOST VII FUND

Revenues:		
Prior Year Reserves	\$	5,335,427
TOTAL REVENUES - SPLOST VII FUND	\$	5,335,427

Appropriations:		
Roads and related improvements, Parks, Water and Sewer, Buildings, Heavy Equipment, Vehicles, etc.	\$	5,335,427
TOTAL APPROPRIATIONS - SPLOST VII FUND	\$	5,335,427

SPLOST VIII FUND

Revenues:		
Taxes	\$	45,521,625
Prior Year Reserves		45,521,625
TOTAL REVENUES - SPLOST VIII FUND	\$	91,043,250

Appropriations:		
Roads and related improvements, Parks, Water and Sewer, Buildings, Heavy Equipment, Vehicles, Municipalities, etc.	\$	91,043,250
TOTAL APPROPRIATIONS - SPLOST VIII FUND	\$	91,043,250

MULTIPLE GRANT / AMERICAN RESCUE PLAN / RESTRICTED FUNDS

Revenues:		
Intergovernmental	\$	2,410,442
TOTAL REVENUES - MULTIPLE GRANT / AMERICAN RESCUE PLAN / RESTRICTED	\$	2,410,442

Appropriations:		
Roads and related Improvements / American Rescue Plan CIP Projects	\$	2,410,442
TOTAL APPROPRIATIONS - MULTIPLE GRANT / AMERICAN RESCUE / RESTRICTED	\$	2,410,442

OTHER CAPITAL FUNDING SOURCES

Revenues:		
Other Capital Funding Sources	\$	261,615,883
TOTAL REVENUES - OTHER CAPITAL FUNDING SOURCES	\$	261,615,883

Appropriations:		
Roads and related improvements, Parks, Public Safety Apparatus, Water and Sewer, Buildings, Heavy Equipment, Vehicles, etc.	\$	261,615,883
TOTAL APPROPRIATIONS - OTHER CAPITAL FUNDING SOURCES	\$	261,615,883

TOTAL PROPOSED BUDGET - FY 2026-2030 CAPITAL IMPROVEMENT PLAN	\$	636,258,774
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HALL COUNTY FISCAL YEAR 2025 VICTIM WITNESS PROGRAM

BUDGET RESOLUTION

WHEREAS, the State Legislature of Georgia has established via O.C.G.A., Chapter 21, Article 8, Sections 15-21-130 through 15-21-134, funding for local victim witness assistance programs for the citizens of Hall County; and

WHEREAS, Hall County has imposed and collected an additional penalty sum of 5 percent of the original fine for any criminal offense or any criminal ordinance violation; and

WHEREAS, the Hall County Financial Services Department has maintained these funds in a special revenue fund, segregating them, as required, from the County’s general operating revenues; and

WHEREAS, the State has designated the Criminal Justice Coordinating Council its body to promulgate rules governing the approval of victim witness assistance programs, and having approved the programs of the Hall County Solicitor, Gateway Domestic Violence, My Sister’s Place, Georgia Legal Aid – Gainesville, Children’s Center for Hope and Healing, and Overhead Cover, Inc.; and

WHEREAS, the each of the aforementioned programs has petitioned the Hall County Board of Commissioners for this limited funding in Fiscal Year 2025.

NOW THEREFORE BE IT RESOLVED, the Hall County Board of Commissioners, in its process of reviewing and approving the Fiscal Year 2025 Budget, establishes the following funding levels for each of the victim witness programs from the local victim witness funds held or to be collected by the County for Fiscal Year 2025.

<u>Victim Witness Program</u>	<u>FY 2025 Funding</u>
Hall County Solicitor	\$ 218,161
Children’s Center for Hope and Healing	<u>9,000</u>
Total Victim Witness Program Funding	<u>\$ 227,161</u>

This _____ day of _____, 2024

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman

By: _____
Commissioner – District 1

By: _____
Commissioner – District 2

By: _____
Commissioner – District 3

By: _____
Commissioner – District 4

ATTEST:

Commission Clerk
Hall County Board of Commissioners

COMMUNITY SERVICE CENTER

FY 2025 BUDGET RESOLUTION

WHEREAS, the Hall County Board of Commissioners through an intergovernmental agreement with the City of Gainesville and the Community Service Center provides public transportation for citizens in unincorporated Hall County; and

WHEREAS, the Hall County Board of Commissioners through a formal fiscal budget process provides annual funding to the Community Service Center from the County's general operating revenues; and

WHEREAS, the Community Service Center is an internal department of the City of Gainesville; and

WHEREAS, the Community Service Center has accumulated a fund balance that includes a specific amount identified as Hall County's.

NOW THEREFORE BE IT RESOLVED, the Hall County Board of Commissioners, in its process of reviewing and approving the FY 2025 Budget, establishes that the Community Service Center, in conjunction with the City of Gainesville, release \$531,717 from the fund balance identified as Hall County's to be used for capital purchases and operating expenditures as requested by the Community Service Center in its FY 2025 budget request.

This _____ day of _____, 2024

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman

By: _____
Commissioner – District 1

By: _____
Commissioner – District 2

By: _____
Commissioner – District 3

By: _____
Commissioner – District 4

ATTEST:

Commission Clerk
Hall County Board of Commissioners



AGENDA ITEM

Other Business - Financial Services

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 354/2024

SUBJECT: Approve the Tax Levy Resolution setting the millage rates for 2024.

Meetings:

Work Session Date: 06/24/24 **Voting Meeting Date:** 06/27/24

Executive Summary:

Presenter: TS

Recommendation:
Approve.

Purpose of Request: Approve the Tax Levy Resolution setting the millage rates for 2024.

History: A tax levy resolution must be approved by the Board of Commissioners each year to levy and collect property taxes within Hall County.

Facts and Issues: **Options:**

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds N/A

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

Has it been reviewed by the County Attorney? No

Is there a deadline for this item? 2024-06-27

Approvals:

Submit	Budget	Finance	Attorney
TS	EW	TS	WLI
Administration		Clerk	
CR		JR	

Attachments:

General Fund Millage Rate Rollback Form
2024 Tax Levy Resolutions - Hall County Districts



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

AGENDA ITEM 354/2024

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

N/A

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TS

Phone: 770-531-3900

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2024

COUNTY: **HALL** TAXING JURISDICTION: **HALL COUNTYWIDE**

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2023 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2024 DIGEST
REAL	13,866,152,444	973,791,976	337,070,756	15,177,015,176
PERSONAL	2,059,954,381		(4,280,941)	2,055,673,440
MOTOR VEHICLES	91,344,790		(2,526,140)	88,818,650
MOBILE HOMES	26,855,123		195,347	27,050,470
TIMBER -100%	154,855		(108,339)	46,516
HEAVY DUTY EQUIP	503,050		104,163	607,213
GROSS DIGEST	16,044,964,643	973,791,976	330,454,846	17,349,211,465
EXEMPTIONS	1,064,846,436	6,520	(1,520,035)	1,063,332,921
NET DIGEST	14,980,118,207	973,785,456	331,974,881	16,285,878,544
	(PYD)	(RVA)	(NAG)	(CYD)
2023 MILLAGE RATE:	3.440		2024 MILLAGE RATE:	3.234

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2023 Net Digest	PYD	14,980,118,207	
Net Value Added-Reassessment of Existing Real Property	RVA	973,785,456	
Other Net Changes to Taxable Digest	NAG	331,974,881	
2024 Net Digest	CYD	16,285,878,544	(PYD+RVA+NAG)
2023 Millage Rate	PYM	3.440	PYM
Millage Equivalent of Reassessed Value Added	ME	0.206	(RVA/CYD) * PYM
Rollback Millage Rate for 2024	RR - ROLLBACK RATE	3.234	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2024 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	3.234
	2024 Millage Rate	3.234
	Percentage Tax Increase	0.00%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2024 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2024 is 3.234

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2024 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2024 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party Title Date

**TAX RESOLUTION
PART I OF VI PARTS
TAX LEVY FOR
COUNTY UNINCORPORATED and INCORPORATED AREAS OF
BRASELTON, BUFORD, CLERMONT, FLOWERY BRANCH, GAINESVILLE,
GILLSVILLE, LULA AND OAKWOOD
COUNTY MAINTENANCE AND OPERATION
2024**

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA, and it is hereby ordered by same that there is hereby levied on all property in Hall County, for General County Maintenance and Operation subject to taxation, an ad valorem tax for the year 2024 for the following purposes and in the specified amounts, the same being levied as provided by law:

<u>ITEM</u>	<u>NET MILLAGE</u>		
	<u>PER \$1,000</u>	<u>PER \$100</u>	<u>TO YIELD</u>
To pay expenses of administration, maintenance and operation of Hall County General Government, as provided by law, based on County Unincorporated and Incorporated Areas of Braselton, Buford, Clermont, Flowery Branch, Gainesville, Gillsville, Lula and Oakwood tax valuation of 16,285,878,544	3.234	0.3234	\$52,668,531

This ____ day of _____, 2024.

HALL COUNTY BOARD OF COMMISSIONERS

By _____
Chairman

Commissioner – District 1

Commissioner – District 2

Commissioner - District 3

Commissioner – District 4

Commission Clerk

**TAX RESOLUTION
PART II OF VI PARTS
TAX LEVY FOR
UNINCORPORATED HALL COUNTY FIRE DISTRICT
2024**

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA, and it is hereby ordered by same that there is hereby levied on all property in the Unincorporated area of Hall County Fire District subject to taxation, an ad valorem tax for the year 2024 for the following purposes and in the specified amounts, the same being levied as provided by law:

<u>ITEM</u>	<u>PER \$1,000</u>	<u>PER \$100</u>	<u>TO YIELD</u>
To pay expenses of administration, maintenance and operation of Hall County Fire District, as provided by law, based on Unincorporated Area of Fire District tax valuation of 9,090,075,350	2.40	0.240	\$21,816,181

This ____ day of _____, 2024.

HALL COUNTY BOARD OF COMMISSIONERS

By _____
Chairman

Commissioner – District 1

Commissioner – District 2

Commissioner - District 3

Commissioner – District 4

Commission Clerk

**TAX RESOLUTION
PART III OF VI PARTS
TAX LEVY FOR
INCORPORATED HALL COUNTY FIRE DISTRICT
2024**

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA, and it is hereby ordered by same that there is hereby levied on all property in the Incorporated area of Hall County Fire District subject to taxation, an ad valorem tax for the year 2024 for the following purposes and in the specified amounts, the same being levied as provided by law:

<u>ITEM</u>	<u>PER \$1,000</u>	<u>PER \$100</u>	<u>TO YIELD</u>
To pay expenses of administration, maintenance and operation of Hall County Fire District, as provided by law, based on Incorporated Area of Fire District tax valuation of 3,408,752,196	3.88	0.388	\$13,225,959

This ____ day of _____, 2024.

HALL COUNTY BOARD OF COMMISSIONERS

By _____
Chairman

Commissioner – District 1

Commissioner – District 2

Commissioner - District 3

Commissioner – District 4

Commission Clerk

**TAX RESOLUTION
PART IV OF VI PARTS
TAX LEVY FOR
COUNTY UNINCORPORATED and INCORPORATED AREAS OF
BRASELTON, BUFORD, CLERMONT, FLOWERY BRANCH, GAINESVILLE,
GILLSVILLE, LULA AND OAKWOOD EMERGENCY SERVICES DISTRICT
2024**

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA, and it is hereby ordered by same that there is hereby levied on all property in Hall County Emergency Services District subject to taxation, an ad valorem tax for the year 2024 for the following purposes and in the specified amounts, the same being levied as provided by law:

NET MILLAGE

<u>ITEM</u>	<u>PER \$1,000</u>	<u>PER \$100</u>	<u>TO YIELD</u>
To pay expenses of administration, maintenance and operation of Hall County Emergency Services, as provided by law, based on County Unincorporated and Incorporated Areas of Braselton, Buford, Clermont, Flowery Branch, Gainesville, Gillsville, Lula and Oakwood tax valuation of 16,285,878,544	0.571	0.0571	\$9,299,237

This ____ day of _____, 2024.

HALL COUNTY BOARD OF COMMISSIONERS

By _____
Chairman

Commissioner – District 1

Commissioner – District 2

Commissioner - District 3

Commissioner – District 4

Commission Clerk

**TAX RESOLUTION
PART V OF VI PARTS
TAX LEVY FOR
UNINCORPORATED HALL COUNTY DEVELOPMENT SERVICES DISTRICT
2024**

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA, and it is hereby ordered by same that there is hereby levied on all property in the Unincorporated area of Hall County Development Services District subject to taxation, an ad valorem tax for the year 2024 for the following purposes and in the specified amounts, the same being levied as provided by law:

<u>ITEM</u>	<u>PER \$1,000</u>	<u>PER \$100</u>	<u>TO YIELD</u>
To pay expenses of administration, maintenance and operation of Hall County Development Services, as provided by law, based on Unincorporated Area of Development Services tax valuation of 9,090,075,350	1.180	0.1180	\$10,726,289

This ____ day of _____, 2024.

HALL COUNTY BOARD OF COMMISSIONERS

By _____
Chairman

Commissioner – District 1

Commissioner – District 2

Commissioner - District 3

Commissioner – District 4

Commission Clerk

**TAX RESOLUTION
PART VI OF VI PARTS
TAX LEVY FOR
COUNTY UNINCORPORATED and INCORPORATED AREAS OF
BRASELTON, BUFORD, CLERMONT, FLOWERY BRANCH, GILLSVILLE, LULA
AND OAKWOOD PARKS AND LEISURE SERVICES DISTRICT
2024**

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA, and it is hereby ordered by same that there is hereby levied on all property in the Unincorporated area of Hall County and the Incorporated areas of Braselton, Buford, Clermont, Flowery Branch, Gillsville, Lula and Oakwood Parks & Leisure Services District subject to taxation, an ad valorem tax for the year 2024 for the following purposes and in the specified amounts, the same being levied as provided by law:

NET MILLAGE

<u>ITEM</u>	<u>PER \$1,000</u>	<u>PER \$100</u>	<u>TO YIELD</u>
To pay expenses of administration, maintenance and operation of Hall County Parks and Leisure Services, as provided by law, based on County Unincorporated and Incorporated Areas of Braselton, Buford, Clermont, Flowery Branch, Gillsville, Lula and Oakwood tax valuation of 12,498,827,546	0.437	0.0437	\$5,461,988

This ____ day of _____, 2024.

HALL COUNTY BOARD OF COMMISSIONERS

By _____
Chairman

Commissioner – District 1

Commissioner – District 2

Commissioner - District 3

Commissioner – District 4

Commission Clerk



AGENDA ITEM

Other Business - Financial Services

REPORT TO: **Work Session (06/24/24)**

REPORT TO: **Voting Meeting (06/27/24)**

ITEM NO: 353/2024

SUBJECT: Approve the Fiscal Year 2024 Budget Adjustment Resolution.

Meetings:

Work Session Date: 06/24/24 **Voting Meeting Date:** 06/27/24

Executive Summary:

Presenter: TS

Recommendation:
Approve.

Purpose of Request:

Approve the Fiscal Year 2024 Budget Adjustment Resolution.

History:
This resolution is signed each year by the Board of Commisioners in order for Financial Services to properly close out the fiscal year and make any final budget adjustments in accordance with Generally Accepted Accounting Principles (GAAP).

Facts and Issues:

Options:

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds N/A

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

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item? 2024-06-27

Approvals:

Submit	Budget	Finance	Attorney
TS	EW	TS	WLI
Administration		Clerk	

Administration	Clerk
CR	JR

Attachments:

FY 2024 Budget Adjustment Resolution

HALL COUNTY FISCAL YEAR 2024 BUDGET ADJUSTMENT RESOLUTION

WHEREAS, the Hall County Board of Commissioners, has adopted the Fiscal Year 2024 annual budget, the Hall County Board of Commissioners, in its adoption and amending of the annual operating and capital budgets has established the prerequisite sources of funding and the respective levels of funding for the various county departments and agency operations in meeting the short and long-term needs of its citizenry; and

WHEREAS, the fiscal year budgets for Hall County, as adopted and amended, were balanced and remained balanced in lieu of county operations to date; and

WHEREAS, the annual reporting of the County’s operations for the fiscal year require denoting of the original and final amended budget in its annual comprehensive financial report; and

NOW THEREFORE BE IT RESOLVED, that the Hall County Board of Commissioners, with the authority vested within it, herein directs and authorizes the County Administrator and the Financial Services Department to, in accordance with generally accepted accounting principles and the standards of the Governmental Accounting Standards Board,

- 1) appropriate and budget additional funding based on receipts exceeding those previously budgeted; and
- 2) facilitate the appropriation and budgeting of funds to be transferred between funds for the operations of several County functions; and
- 3) facilitate the appropriation and budgeting of funds to be transferred between one or more departments.

Nothing except what is specifically denoted herein will provide for an increase in the budget at the fund-level as adopted or amended by this Commission.

This _____ day of _____, 2024.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____

Chairman

By: _____

Commissioner- District 1

By: _____

Commissioner- District 2

By: _____

Commissioner- District 3

By: _____

Commissioner-District 4

ATTEST:

Commission Clerk

Hall County Board of Commissioners



AGENDA ITEM

Other Business - Planning and Development

REPORT TO: Work Session (06/24/24)
REPORT TO: Voting Meeting (06/27/24)
ITEM NO: 346/2024
SUBJECT: Public Hearing to adopt Hall County's updated short-term work program and capital improvement element.

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: BG
Recommendation:
Conduct Public Hearing.

Purpose of Request:
Public Hearing to adopt Hall County's updated short-term work program and capital improvement element.

History:
This is an annual requirement by DCA to maintain Qualified Local Government (QLG) status.

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
AD	BG	WLI	CR
Clerk			
JR			

Attachments:

Resolution

Annual Short Term Work Program

Annual Impact Fee Report

Hall County
Resolution Adopting Update of the Capital Improvements Element and Short-Term Work Program

WHEREAS, Hall County previously prepared, in accordance with the Development Impact Fee compliance requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, an annual update to the Capital Improvements Element and Short-Term Work Program; and

WHEREAS, a public hearing was held on April 23, 2024; and

WHEREAS, the annual update of the Capital Improvements Element and Short-Term Work Program covering the five-year period from 2024-2028 was submitted to the Georgia Mountains Regional Commission and the Department of Community Affairs for review, as per the requirements of the Georgia Planning Act; and

WHEREAS, the annual update of the Capital Improvements Element and Short-Term Work Program was approved by the Georgia Mountains Regional Commission and the Department of Community Affairs;

WHEREAS, the Work Program item for “Sewer Expansion” (Pages 2,4,5,6 and 7) has been amended to add “American Relief Grant Funds” as an additional source of potential funding; and

WHEREAS, the annual update of the Capital Improvements Element and Short-Term Work Program, upon adoption, will be officially submitted to the Georgia Mountains Regional Commission and the Department of Community Affairs.

BE IT THEREFORE RESOLVED, that the Chairman and Board of Commissioners of Hall County do hereby adopt the annual update to the Capital Improvements Element and Short-Term Work Program, as amended, covering the five-year period from 2024-2028.

Adopted this _____ day of _____, 2024.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman

ATTEST:

Commission Clerk

Hall County Board of Commissioners

APPROVED AS TO FORM:

County Attorney

HALL COUNTY

Short-Term Work Program

The following section lists the Short Term Work Program for Hall County. The relevant short-term items are listed in each component of the plan as part of the implementation section.

The update of the Short-Term Work Program is provided to supplement the Impact Fee Update per Department of Community Affairs requirements. The Short-Term Work program provided here is a component of the adopted Comprehensive Plan adopted in June 2017. A minor updated Comprehensive Plan was approved in June 2022. The STWP is intended to provide the status of the respective items. The language in the Comments section of the Short-Term Work Program indicates the list of accomplishments. The Comments section indicates Completed, In Progress, Canceled, or Postponed with a brief explanation. Where appropriate the expected time frame of the work task is listed. The County is currently preparing a major update to the Comprehensive Plan with an anticipated adoption of September 2024.

Economic Development

Major Actions	Time Frame	Estimated Cost	Responsible Party	Portion Chargeable to Impact Fees	Sources of Funds	Comments
1. Prepare a Unified Development Code to update, consolidate and streamline land use and development regulations to support the goals of the Comprehensive Plan	2024-28	\$245,000	County staff and Consultants	None	Dev. Services Fund	TSW was hired in April 2019 to work on developing a new UDC. The estimated adoption date is August 2024.
2. Draft County preservation plan with implementation tools	2024-28	N/A	County staff	N/A	N/A	County will be working on developing a joint historic preservation ordinance with City of Gainesville in conjunction with the UDC.
3. Extend sewer to targeted development locations	2024-28	\$45 Million	County	None	SPLOST & Connection Charges American Relief Grant Funds	Complete
4. Work with Convention and Visitors Bureau re tourism infrastructure support	2024-28	N/A	Convention and Visitors Bureau with County staff	N/A	N/A	In Progress – ongoing coordination/discussions to provide support.
5. Cooperate with business/ educational community to create closer education/job training ties	2024-28	N/A	Greater Hall Chamber, local colleges, County staff	N/A	N/A	In Progress – Ongoing work with the Chamber.

Housing

Major Actions	Time Frame	Estimated Cost	Responsible Party	Portion Chargeable to Impact Fees	Sources of Funds	Comments
1. Comprehensively revise county UDC—new residential uses and zone districts, residential quality and protection standards.	2024-28	N/A	County staff and consultants	N/A	Dev. Services Fund	In progress. Code changes will be evaluated on an ongoing basis and/or in conjunction with UDC.
2. Study revisions to county zoning maps to implement the comprehensive plan.	2024-28	N/A	County staff	N/A	N/A	Ongoing activity – In conjunction with current Comprehensive Plan and future UDC.
3. Undertake housing analysis tied to economic development goals	2024-28	N/A	County staff and consultants	N/A	N/A	In Progress – County staff is now providing direct oversight of ongoing housing programs within the county. The County has reinitiated the GICH program and the committee.

Natural and Cultural Resources

Major Actions	Time Frame	Estimated Cost	Responsible Party	Portion Chargeable to Impact Fees	Sources of Funds	Comments
1. Comprehensively revise county UDC—tree protection, open space, PD regulations priorities for revision. Address other environmental standards in Phase 2.	2024-28	N/A	County staff and consultants	N/A	Dev. Services Fund	In Progress – tree ordinance and other code changes will be evaluated on an ongoing basis and/or in conjunction with the new UDC.
2. Study revisions to county zoning maps to bring them into accord with the comprehensive plan.	2024-28	N/A	County staff	N/A	N/A	In Progress – In conjunction with current UDC development process.
3. Identify key natural and cultural resources and consider for acquisition	2024-28	N/A	County staff	N/A	Dev. Services Fund	In Progress – County is working on restoration of the Healan’s Head’s Mill and development of a 100 acre park associated with it. Greenspace planning is included in the Comprehensive Plan and the UDC.
4. Extend sewer to targeted development locations in comprehensive plan; avoid service in sensitive natural areas	2024-28	\$45 Million	County	None	SPLOST & Connection Charges American Relief Grant Funds	In Progress – County is extending sewer service in targeted areas per the most recent Sewer Master Plan updated in December 2021.
5. Adopt coordinated intergovernmental annexation policy that includes resource protection provisions	2024-28	N/A	County staff	N/A	N/A	In Progress – Continue implementation of the Service Delivery Strategy adopted in July

Community Facilities

Major Actions	Time Frame	Estimated Cost	Responsible Party	Portion Chargeable to Impact Fees	Sources of Funds	Comments
1. Comprehensively revise county UDC—new residential uses and zone districts; fiscal impact analysis regulations.	2024-28	N/A	County staff and consultants	N/A	N/A	TSW was hired in April 2019 to work on developing a new UDC. The estimated adoption date is August 2024.
2. Revise county zoning maps to bring into accord with comprehensive plan location of development and infrastructure availability.	2024-28	N/A	County staff	N/A	N/A	In Progress – In conjunction with current Comprehensive Plan and future UDC.
3. Extend sewer to targeted development locations.	2024-28	\$45 Million	County	None	SPLOST & Connection Charges American Relief Grant Funds	In Progress – County is extending sewer service in targeted areas per the most recent Sewer Master Plan updated in December 2021.
4. Adopt coordinated intergovernmental annexation policy and agreement.	2024-28	N/A	County	N/A	N/A	In Progress – Continue implementation of the Service Delivery Strategy adopted in July 2017.

Land Use

Major Actions	Time Frame	Estimated Cost	Responsible Party	Portion Chargeable to Impact Fees	Sources of Funds	Comments
1. Comprehensively revise county UDC—quality regulations, environmental standards, fiscal impact assessment, etc.	2024-28	N/A	County staff and consultants	N/A	Dev. Services Fund	TSW was hired in April 2019 to work on developing a new UDC. The estimated adoption date is August 2024.
2. Study revisions to county zoning maps to bring into accord with comprehensive plan.	2024-28	N/A	County staff	N/A	N/A	In Progress – ongoing implementation with current Comprehensive Plan and future UDC.
3. Extend sewer to targeted development locations.	2024-28	\$45 Million	County	None	SPLOST & Connection Charges American Relief Grant Funds	In Progress – County is extending sewer service in targeted areas per the most recent Sewer Master Plan updated in December 2021.
4. Improve regional marketing.	2024-28	N/A	County/Greater Hall Chamber	N/A	N/A	In Progress – Ongoing work with the Chamber of Commerce.
5. Adopt coordinated intergovernmental annexation policy and agreement.	2024-28	N/A	County	N/A	N/A	Completed – Continue implementation of the Service Delivery Strategy adopted in July 2017. Implement the policy with of any new annexation requests.
6. Comprehensive Plan Update	2024-28	\$150,000	County	NA	Dev. Services Fund	Ongoing. The minor update to the comprehensive plan was adopted in June 2022. Major Comprehensive Plan update adoption is anticipated in July 2024.

Intergovernmental Actions

Major Actions	Time Frame	Estimated Cost	Responsible Party	Portion Chargeable to Impact Fees	Sources of Funds	Comments
1. Revise County development codes/consider complementary design and other standards with Cities.	2024-28	N/A	County staff and consultants	N/A	Dev. Services Fund	TSW was hired in April 2019 to work on developing a new UDC. The estimated adoption is August 2024.
2. Draft county/city preservation plan with implementation tools.	2024-28	N/A	County staff	N/A	N/A	County has developed a joint historic preservation ordinance with City of Gainesville. The County intends to adopt the ordinance in the next year.
3. Identify key natural and cultural resources and consider for acquisition.	2024-28	N/A	County staff	N/A	N/A	In Progress – County updated the Park Master Plan in 2019 in conjunction with the CORPS Master Plan. Ongoing discussions/public involvement regarding park locations should take place.
4. Extend sewer to targeted development locations in comprehensive plan; avoid service in sensitive natural areas.	2024-28	\$45 Million	County	None	SPLOST & Connection Charges American Relief Grant Funds	In Progress – County is extending sewer service in targeted areas per the most recent Sewer Master Plan updated in December 2021.
5. Draft and adopt coordinated intergovernmental annexation policy. Use as countywide model.	2024-28	N/A	County staff	N/A	N/A	Completed – Continue implementation of the Service Delivery Strategy adopted in July 2017.

HALL COUNTY	Annual Impact Fee Financial Report - 2022/2023								Draft as of 1-29-2024
Public Facility	Libraries	Fire Protection	Sheriff's Patrol		Public Safety Facility	Parks/Recreation	Admin	CIE Prep	TOTAL
Impact Fee Balance June 30, 2022**	\$ 1,164,837.25	\$ 531,169.29	\$ 121,435.18		\$ 248,384.62	\$ 4,909,776.52	\$ 231,653.32	\$ (5,388.32)	\$ 7,201,867.86
Impact Fees Collected (July 1, 2022 through June 30, 2023)	420,122.16	54,825.87	15,053.64		66,910.13	827,810.83	32,118.40	1,092.45	1,417,933.48
Interest Earned*									
(Impact Fee Refunds)									
(Project Expenditures)	(200,000.00)	(125,000.00)			(4,173.75)	(593,841.01)			(923,014.76)
Impact Fee Fund Balance June 30, 2023	\$ 1,384,959.41	\$ 460,995.16	\$ 136,488.82		\$ 311,121.00	\$ 5,143,746.34	\$ 263,771.72	\$ (4,295.87)	\$ 7,696,786.58
Impact Fees Available	\$ 1,384,959.41	\$ 460,995.16	\$ 136,488.82		\$ 311,121.00	\$ 5,143,746.34	\$ 263,771.72	\$ (4,295.87)	\$ 7,696,786.58
Impact Fees Obligated	\$ -	\$ 460,995.16	\$ -		\$ -	\$ 800,214.14	\$ -	\$ -	\$ 1,261,209.30
This annual report covers the last completed fiscal year - July 1, 2022 to June 30, 2023. The Hall County Impact Fee Program began March, 2003									
There was no interest earned in FY 2023. However, impact fee funds are housed in an interest bearing account. The interest for this account is minimal for the County as a whole.									

HALL COUNTY

Capital Improvements Project Update 2013-2023*

Public Facility: Libraries

Service Areas: County-wide

Project Description	Project Start Date	Project End Date	Percentage of Funding from			Impact Fee Expenditures	Impact Fee Funds Available **	Project Status
			Cost of Project*	Impact Fees	Other Funding Sources			
Prior Year Expenditures	2004	2012	\$ 1,266,744.22	100.000%		\$ 1,266,744.22	\$ -	Complete
Collection Materials	2011	2012	164,225.00	60.892%	General Fund, State of GA	100,000.00	-	Complete
Collection Materials NH Libr.	2011	2012	54,512.00	100.000%		54,512.00	-	Complete
North Hall Branch Library	2011	2014	2,897,152.00	18.062%	SPLOST	523,275.00	-	Complete
Collection Materials	2012	2013	180,586.00	55.375%	General Fund, State of GA	100,000.00	-	Complete
Collection Materials	2013	2014	305,420.00	32.742%	General Fund, State of GA	100,000.00	-	Complete
Collection Materials	2014	2015	428,611.00	23.331%	General Fund, State of GA	100,000.00	-	Complete
Collection Materials	2015	2016	100,000.00	100.000%		100,000.00	-	Complete
Collection Materials	2016	2017	100,000.00	100.000%		100,000.00	-	Complete
Collection Materials	2017	2018	130,000.00	100.000%		130,000.00	-	Complete
Collection Materials	2018	2019	135,000.00	100.000%		135,000.00	-	Complete
Collection Materials	2019	2020	100,000.00	100.000%		100,000.00	-	Complete
Collection Materials	2020	2021	100,000.00	100.000%		150,000.00	-	Complete
Collection Materials	2021	2022	190,000.00	100.000%		190,000.00	-	Complete
Collection Materials	2022	2023	200,000.00	100.000%		200,000.00	-	In process
Collection Materials	2023	2024	200,000.00	100.000%		-	200,000.00	
Expansion of Gainesville Library	2018	2021	5,350,000.00	21.691%	SPLOST, State of GA Grant	1,160,460.59	-	Complete
New East Hall Library	2025	2027	5,000,000.00	23.699%	SPLOST, State of GA Grant	-	1,184,959.41	Planning Phase
Total of Costs, Expenditures & Impact Fees Encumbered			\$ 16,902,250.22			\$ 4,509,991.81	\$ 1,384,959.41	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.

** Denotes the amount of impact fee funds available as of 6-30-2023

HALL COUNTY

Capital Improvements Project Update 2013-2023*

Public Facility: Fire Protection

Service Areas: County-wide except the City of Gainesville

Project Description	Project Start Date	Project End Date	Percentage of Funding from			Impact Fee Expenditures	Impact Fee Funds Available **	Impact Fees Obligated***	Project Status
			Cost of Project*	Impact Fees	Other Funding Sources				
Fire Station #16	2012	2014	\$ 1,408,338.00	12.725%	SPLOST	\$ 179,216.50	\$ -	\$ -	Complete
Fire Station #17	2020	2024	6,705,795.00	6.875%	SPLOST	-	460,995.16	460,995.16	Construction in Progress
Fire Apparatus #17	2020	2022	1,133,269.00	0.000%	SPLOST	-	-	-	Complete
Unidentified Projects	TBD	TBD	-			-	-	-	To be Determined
			-			-	-	-	
Total of Costs, Expenditures & Impact Fees Encumbered			\$ 9,247,402.00			\$ 179,216.50	\$ 460,995.16	\$ 460,995.16	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2023

***This is the balance of encumbrances to date in FY2024 for Fire Projects funded with impact fees.

HALL COUNTY

Capital Improvements Project Update 2013-2023*

Public Facility: Sheriff's Patrol

Service Areas: County-wide

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from		Impact Fee Expenditures	Impact Fee Funds Available**	Project Status
				Impact Fees	Other Funding Sources			
South Hall Precinct	2014	2015	\$ 979,000.00	21.9%	SPLOST	\$ 168,626.24	\$ -	Complete
Construction of New North Hall Precinct	2026	2028	3,000,000.00	4.5%	Capital / SPLOST	-	136,488.82	Not Started Yet; Planning Phase
Unidentified Projects								To be Determined
Total of Costs, Expenditures & Impact Fees Encumbered			\$ 3,979,000.00			\$ 168,626.24	\$ 136,488.82	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan

** Impact Fee Funds Available as of 6-30-2023

HALL COUNTY

Capital Improvements Project Update 2013-2023*

Public Facility: Public Safety Facility

Service Areas: County-wide

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding		Impact Fee Expenditures	Impact Fees Funds Available **	Project Status
				from Impact Fees	Other Funding Sources			
Expansion of Visitation Room^	2014	2017	\$ 407,402.00	100.000%		\$ 407,401.97	\$	Complete
Expansion of Jail Parking	2018	2018	83,737.50	100.000%		83,737.50		Complete
Expansion of Sheriff's Headquarters	2021	2022	1,042,461.00	28.778%	Capital Projects Fund	300,000.00		Complete
Construction of new Sheriff Training Facility	2024	2026	5,000,000.00	6.222%	SPLOST / Capital Projects Fund		311,121.00	In Design Phase
Unidentified Projects	TBD	TBD						To be Determined
Total of Costs, Expenditures & Impact Fees Encumbered			\$ 6,533,600.50			\$ 791,139.47	\$ 311,121.00	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan

** Impact Fee Funds Available as of 6-30-2023

HALL COUNTY

Capital Improvements Project Update 2013-2023*

Public Facility: Parks & Recreation
 Service Areas: County-wide except the City of Gainesville

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding		Impact Fee Expenditures	Impact Fee Funds Available **	Impact Fees Obligated***	Project Status
				from Impact Fees	Other Funding Sources				
Ball Fields	2010	2011	\$ 1,666,999.00	4.244%	General Fund	\$ 70,746.91	\$ -	\$ -	Complete
Clermont Gymnasium	2012	2013	1,025,846.00	18.820%	SPLOST	193,067.00	-	-	Complete
Albert Banks Park (Field of Dreams)	2013	2014	400,000.00	56.788%	Grant, General Fund	227,151.02	-	-	Complete
Cherokee Bluffs Park	2015	2021	3,212,958.00	86.438%	SPLOST	2,777,217.13	-	-	Complete
Purchase of Future Greenspace for Healan's Mill Greenway	2018	2018	669,533.02	50.712%	Grant, General Fund	339,533.02	-	-	Complete
Tadmire Park Renovation	2021	2023	1,824,421.51	19.693%	SPLOST	359,290.94	-	-	Complete
Alberta Banks Renovation	2022	2024	1,033,330.00	54.449%	SPLOST	62,640.79	500,000.00	400,750.00	In process
Laurel Park Restoration	2022	2026	2,130,250.00	17.299%	SPLOST / Capital Projects	27,516.00	341,000.00	334,557.00	In process
AG Center Renovation	2022	2024	1,699,000.00		SPLOST / Capital Projects	-	450,000.00	64,907.14	In process
Healan's Mill Park Construction	2022	2025	3,036,197.00	19.283%	N/A	85,462.66	500,000.00	-	In Design Phase
Senior Center	2025	2027	10,000,000.00	30.000%	SPLOST / Capital Projects		3,000,000.00	-	Planning Phase
Unidentified Projects	TBD	TBD	-				352,746.34	-	Not Started
Total of Costs, Expenditures & Impact Fees Encumbered			\$ 26,698,534.53			\$ 4,142,625.47	\$ 5,143,746.34	\$ 800,214.14	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2023

***This is the balance of encumbrances to date in FY2024 for Parks Projects funded with impact fees.

HALL COUNTY

Capital Improvements Project Update 2013-2023*

Public Facility: Administration

Service Areas: County-wide

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from		Impact Fee Expenditures	Impact Fee Funds Available**	Project Status
				Impact Fees	Other Funding Sources			
Unidentified Projects						\$	\$ 263,771.72	To be Determined
Total of Costs, Expenditures & Impact Fees Encumbered			\$			\$	\$ 263,771.72	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan

** Impact Fee Funds Available as of 6-30-2023



AGENDA ITEM

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

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 341/2024

SUBJECT: **4549 Clarks Bridge Road | Use Subject to County Commission Approval** | on a 11.68± acre tract located on the west side of Clarks Bridge Road (GA-284), approximately 90 feet from North Browning Bridge Road | Zoned AR-IV; Tax Parcel 12071 000052 | **Proposed Use: Equestrian center with variances from the standards** | Commission District 3 | **Marie Allen, applicant**

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: BG

Recommendation:
Approval, with conditions:

1. The equestrian center is approved as depicted on the site plan submitted on April 9, 2024 and as described in the project narrative submitted on March 26, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Further development of the property beyond the features indicated on the site plan is allowed 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. It shall be the responsibility of the property owner to determine if permits are required for any future improvements.
3. The property owner shall be responsible for bringing any existing structures into compliance with Hall County regulations prior to the issuance of a business license.
4. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Purpose of Request:

4549 Clarks Bridge Road | Use Subject to County Commission Approval | on a 11.68± acre tract located on the west side of Clarks Bridge Road (GA-284), approximately 90 feet from North Browning Bridge Road | Zoned AR-IV; Tax Parcel 12071 000052 | **Proposed Use: Equestrian center with variances from the standards** | Commission District 3 | **Marie Allen, applicant**

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
AD	BG	WLI	CR
Clerk			
JR			

Attachments:

- Board Memo
- Recommendation Report
- Application
- Narrative
- Site Plan
- Maps
- Property Photos
- Environmental Health Comments
- GDOT Comments
- Public Works Comments
- Fire Comments
- Notice Sign Photo



Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

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: June 10, 2024

Subject: **4549 Clarks Bridge Road | Use Subject to County Commission Approval | on a 11.68± acre tract | Proposed Use: Equestrian center with variances from the standards | Marie Allen, applicant**

The request before you is the request of Marie Allen for a Use Subject to County Commission Approval to allow an equestrian center with variances from the standards. This item is located within Commission District 3.

At their May 20, 2024 meeting, the Hall County Planning Commission voted to recommend approval with four (4) conditions **(5-0)**.

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

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

Planning Commission Conditions:

1. The equestrian center is approved as depicted on the site plan submitted on April 9, 2024 and as described in the project_narrative submitted on March 26, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Further development of the property beyond the features indicated on the site plan is allowed 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. It shall be the responsibility of the property owner to determine if permits are required for any future improvements.
3. The property owner shall be responsible for bringing any existing structures into compliance with Hall County regulations prior to the issuance of a business license.

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

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Marie Allen

Request Use Subject to County Commission Approval |
17.110.040(J) Equestrian Center with variances
from the standards

Proposed Use Equestrian center

Size 11.68 ± acres

Zoning Agricultural Residential IV (AR-III, 17.120)

Location **4549 Clarks Bridge Road** | Tax Parcel 12071
000052

Commission District Three

Planning Commission Date May 20, 2024

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

Record Number.....HZCU24-0015

Planning Commission Recommendation.....**Approval, with conditions**
Vote: 5-0

Planning Commission Conditions:

1. The equestrian center is approved as depicted on the site plan submitted on April 9, 2024 and as described in the project narrative submitted on March 26, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Further development of the property beyond the features indicated on the site plan is allowed 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. It shall be the responsibility of the property owner to determine if permits are required for any future improvements.

3. The property owner shall be responsible for bringing any existing structures into compliance with Hall County regulations prior to the issuance of a business license.
4. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

Excerpts from the minutes of the May 20, 2024 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Marie Allen, 4549 Clarks Bridge Road, Gainesville, presented the request. The applicant stated that the request will help fund their nonprofit.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

No Comments.

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

Conditions:

1. The equestrian center is approved as depicted on the site plan submitted on April 9, 2024 and as described in the project narrative submitted on March 26, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
 2. Further development of the property beyond the features indicated on the site plan is allowed 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. It shall be the responsibility of the property owner to determine if permits are required for any future improvements.
 3. The property owner shall be responsible for bringing any existing structures into compliance with Hall County regulations prior to the issuance of a business license.
 4. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
-

Staff Recommended Conditions:

1. The equestrian center is approved as depicted on the site plan submitted on April 9, 2024 and as described in the project narrative submitted on March 26, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Further development of the property beyond the features indicated on the site plan is allowed 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. It shall be the responsibility of the property owner to determine if permits are required for any future improvements.
3. The property owner shall be responsible for bringing any existing structures into compliance with Hall County regulations prior to the issuance of a business license.
4. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

The following should be considered as an exception 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:

- 17.240.060 - Poultry houses, barns, commercial kennels, equestrian centers, composting operations, and structures for storage of organic waste or raising of exotic animals.
 - In an equestrian center, no structure for the keeping of horses, including stables, shall be constructed closer than 200 feet to a property line. No other structures or facilities, including but not limited to riding trails, show/training rings or jumps, shall be located closer than 50 feet to a property line.
 - The applicant's barn, currently utilized for the keeping of horses as well as other non-profit activities, is located approximately 160 feet from the closest property lines.

Summary Analysis

The applicant is requesting a conditional use subject to county commission approval for the establishment of an equestrian center on an 11.68± acre parcel zoned Agricultural Residential IV (AR-IV, 17.120). An equestrian center is defined as a tract of land measuring no less than five acres on which more than four adult horses, mules, or burros are kept for the purpose of training, boarding, riding, sales, or breeding, or where instruction pertaining to the same is given for a fee (17.20.410). Within the Agricultural Residential IV zoning district, equestrian centers are a use subject to the approval of the county commission. In an equestrian center, no structure for the keeping of horses, including stables, shall be constructed closer than 200 feet to a property line. No other structures or facilities, including

but not limited to riding trails, show/training rings or jumps, shall be located closer than 50 feet to a property line (17.240.060).

The narrative states that the purpose of this request is to host children's birthday parties for a suggested donation toward the non-profit organization, Whispering Angels Youth Ranch. Whispering Angels Youth Ranch, which has operated at 4549 Clarks Bridge Road since 2014, offers free mentorship to children between the ages of 8 and 18 years of age for one hour a week on Monday, Tuesday and Thursday between 4:00 p.m. and 6:00 p.m. This mentorship consists of time spent learning to care for, lead, and ride a horse, group devotions, conducting chores around the ranch, having art, woodshop, or garden time, and one on one time with the child and mentor. The applicant is seeking to expand their program by allowing birthday parties to be held on the property with a suggested donation to the non-profit organization. By obtaining the equestrian center business license and all other permitting required for this use, this will bring the current operation and the proposed expansion into compliance with the Hall County Ordinance.

Existing structures on the property include a single-family residence, riding arena, barn, and covered pavilion. While permits were obtained for these structures, they were issued for residential and agricultural purposes, not public occupancy. Additional improvements and inspections may be necessary to meet requirements for the public use of the equestrian center.

According to the site plan, the barn, which is utilized for the keeping of horses as well as other activities offered by the non-profit, encroaches into the required 200-foot setback and is situated approximately 160 feet from the closest property line (17.240.060). A variance will be necessary to bring this structure into compliance with this setback requirement. No other construction, in addition to the existing buildings, is proposed at this time.

Based on the future land-use plan, staff finds the requested zoning designation is consistent with the Hall County Comprehensive Plan. The Comprehensive Plan's future land use designation for the subject parcel is "Rural Residential." The intent of this character area is to preserve the established residential/rural character and create a transition between Rural Areas and development in Residential Areas. The development proposes to utilize the property solely for their non-profit equestrian business.

Zoning Analysis

When considering a zoning amendment to the zoning maps or a use subject to approval of the county commission, the following items must be considered by the Planning Commission and the County Commission pursuant to [17.380.060](#):

1. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The character of the surrounding area is rural, consisting of agricultural tracts and large lots with single-family residences. As such, the proposal is consistent with the use, development, and zoning of adjacent and nearby property.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The current request is for the approval of a conditional use for an equestrian center. It is not anticipated that the proposed equestrian center will have an impact on nearby**

property beyond what is reasonably expected of an agricultural function within the Agricultural Residential IV district.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **Yes, the property has reasonable economic use as currently zoned, Agricultural Residential IV (AR-IV, 17.120).**
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; **Staff does not anticipate an excessive or burdensome use of the existing streets, utilities, or public services due to the requested use.**
5. Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use of an equestrian center is consistent with the Comprehensive Plan's future land use classification of Rural Residential. In this land use classification, development is envisioned to preserve the established residential/ rural character and create a transition between Rural Areas and development in Residential Areas.**
6. The extent to which property values are diminished by the existing zoning restrictions; **Absent a market study, staff is unable to determine whether property values are diminished by the existing zoning restrictions.**
7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**
8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned. However, based upon the current operation of the property, an equestrian center conditional use would be the most appropriate action taken.**
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 subject property is currently developed with an office/indoor activity space, riding arena, barn, and covered pavilion.**

10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **There are no known changing conditions affecting the use or development of the property.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The current request is for a conditional use of an equestrian center within the Agricultural Residential IV district (AR-IV). This zoning designation is consistent with adjacent parcels, most of which measure greater than 5 acres.**
12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the county as a whole. The proposed use is consistent with the rural nature of northern Hall County.**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **Equestrian centers are not a use permitted by right within any Hall County zoning district. Therefore, the establishment of any new equestrian center is subject to approval by the Hall County Commission.**
15. Whether the need for rezoning could be handled instead by a variance request to the zoning board of adjustment; **No, the request could not be handled instead by a variance.**
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

17.350.040. - Submission requirements

An application shall be submitted to the planning department at least 30 working days prior to the date of the planning commission meeting or zoning board of adjustment meeting at which the application is to be considered. The completed application shall be accompanied by payment of such fee prescribed in chapter 17.30 hereof to cover administrative and advertising costs. The following items of

information shall be supplied by the applicant as set forth in chapter 17.350. **The applicant submitted to the planning department more than 30 days prior to the meeting date and has paid the application fee.**

17.380.050. - Submission requirements

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

Development Support and Constraints – Departmental / Agency Comments

Hall County Environmental Health

In an email dated April 17, 2024, Emily McGahee stated “No comment.”

Hall County Fire Marshal

In an email dated April 17, 2024, from John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated, “The Hall County Fire Marshal’s Office will require a passing life safety inspection for the equestrian center if Hall County requires the business owner to obtain a business license to operate.”

Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated April 18, 2024, Director Bill Nash stated the following:

Engineering:

This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Traffic:

No comment.

Utilities:

No comment.

Georgia Department of Transportation

In an email dated April 18 , 2024, Veronica Chavers, D1TO Civil Engineer III, stated “GDOT coordination will be required to ensure that added traffic volumes do not adversely impact the state route intersection.”

CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Property Owner (Name & Mailing Address)

Marie Allen
4549 Clarks Bridge Rd.
Gainesville, Ga. 30506

Marie Allen
4549 Clarks Bridge Rd.
Gainesville, Ga. 30506

Phone 404-401-1036

Phone 678-725-0735

Email Address medesians66@hotmail.com

Email Address info@whisperingangelsyoc

Proposed Use Equestrian Center

ranch.org

Contact Person (Name & Mailing Address)

Status of Applicant

Requested Action

Marie Allen
4549 Clarks Bridge Rd.
Gainesville, Ga. 30506

Owner

Permissive Use:

Option to Purchase

HCPC

HCC

Area Resident

Fee: \$ _____

Phone 404-401-1036

Other

Receipt #: _____

Email Address same

Zoning: AR-IV

Check #: _____

Tax Parcel Number 12071000052

Acreage 11.61

Location Address 4549 Clarks Bridge Rd., Gainesville, GA. 30506

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

Sign Marie Allen

Date: 3/8/24

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 submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.

Sign _____

Date: _____

Staff Use Only

Application Date: _____

Taken by: _____

Tentative Planning Commission Date: _____

Tentative County Commission Date: _____

County Commission District: _____

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have** _____ I have not

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

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

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: Marie Allen

Date: 3/8/24

Applicant's/Owner's Name (Printed): Marie Allen

Marie C. Allen
Whispering Angels Youth Ranch, Inc.
4549 Clarks Bridge Road
Gainesville, Ga. 30506
404-401-1036

The property is located at 4549 Clarks Bridge Road, Gainesville, Ga. 30506 and consists of 11.61 acres. The property is zoned AR-IV. We are proposing to facilitate children's birthday parties on the grounds in an open air pavilion for a suggested donation to the non-profit/Whispering Angels Youth Ranch. There are no proposed signs or special lighting. The property houses 2 handicap restrooms in the open air pavilion. The restrooms are served by a well on the property. The parties will be low keyed and will take place on the 11.61 acres with plenty of buffered space between our property and adjoining neighbors.

Please see the site plan reference below which correlates to the aerial:

- A- Arena- for games
- B- Barn
- C- Covered Pavilion

CHARLES DONALD BARRETT
(DEED BOOK 4892, PAGE 58)
(PLAT BOOK 860, PAGE 116)

CHARLES STANLEY TURNER
(DEED BOOK 6714, PAGE 216)
(PLAT BOOK 860, PAGE 114)

1 STORY
BRICK
BUILDING
CONCRETE
COVERED
CARPORT

OMA JANE HOLLAND

LOT
DEED BOOK 635, PAGE 10
(PLAT BOOK 84, PAGE 10)

CLARKS BRID
(80' R/W)



LINE	BEARING	DISTANCE
L1	S 19°52'26\" W	87.64
L2	S 19°22'28\" W	63.23

AND
TO
LINED
BEING

PROPERTY LINE TO:
N 32°10'40\" W
45.29'

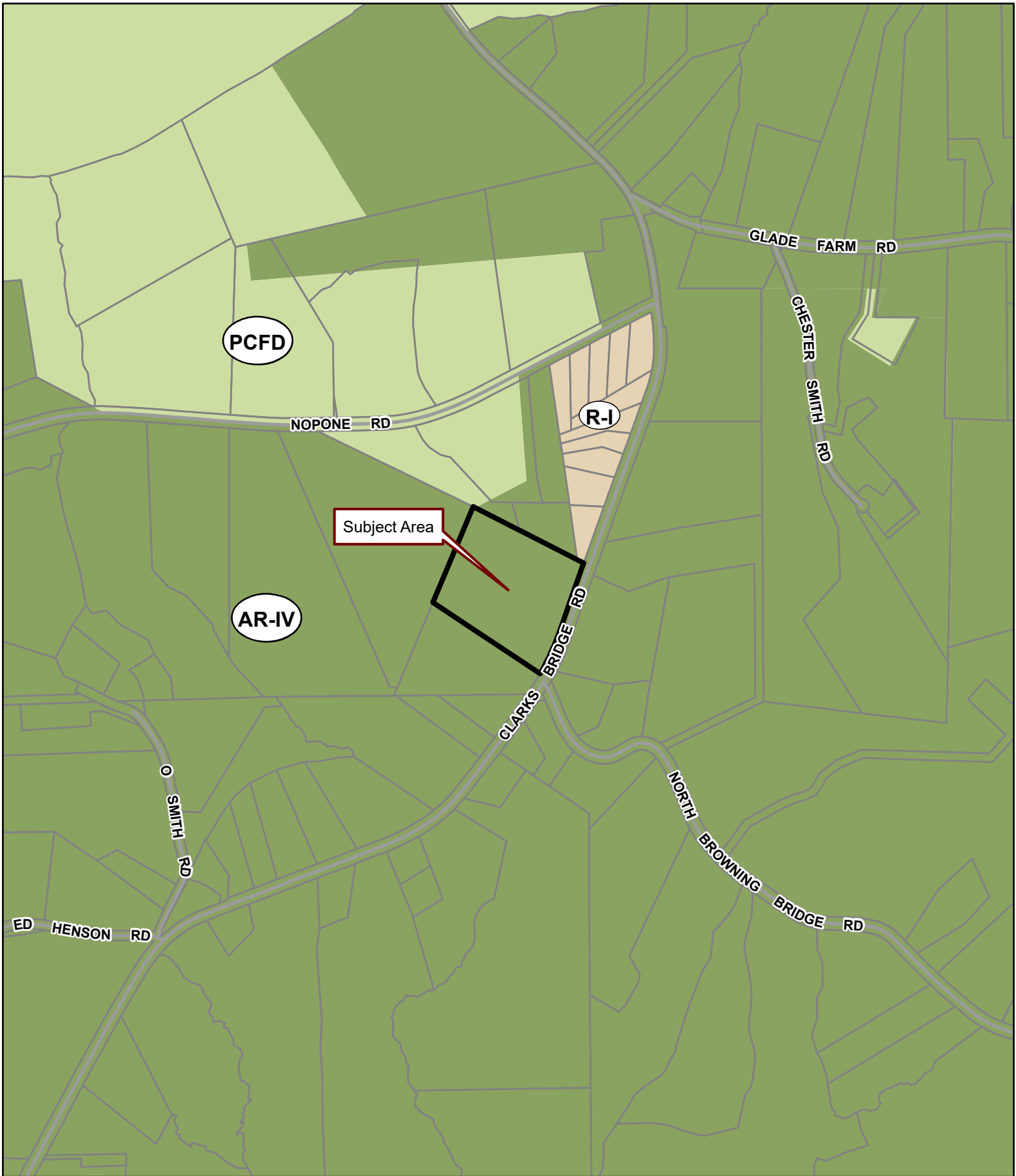
05.20.2024 - Item 7



B

C

A



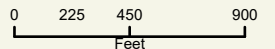
Applicant: MARIE ALLEN





Tax Parcel #: 12071 000052

Location: 4549 CLARKS BRIDGE ROAD, GAINESVILLE, GA 30506

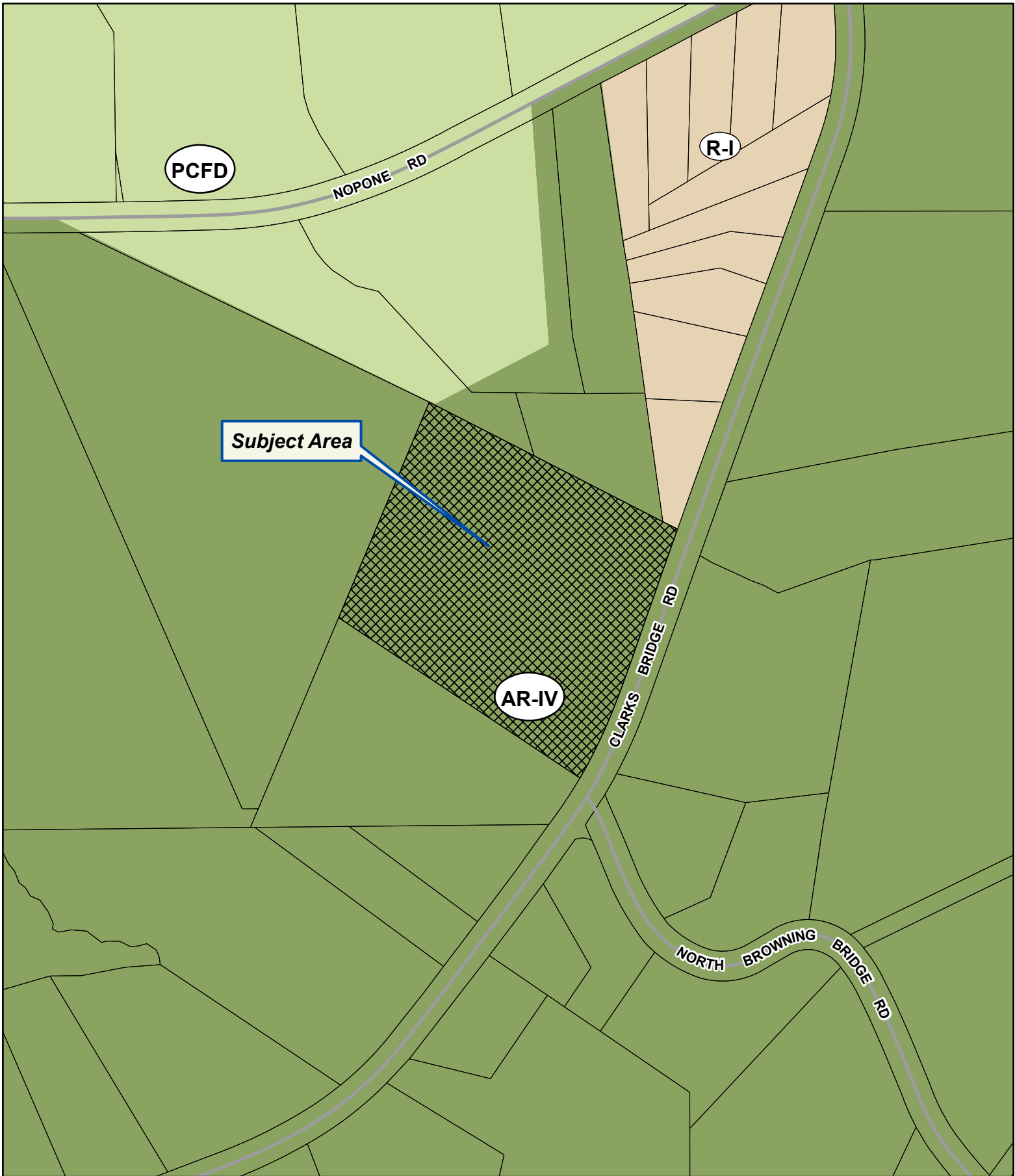
Commission District 3

PC Mtg. Date: 05/20/24



-  Zoning Boundary
-  City Limits
-  Subject Area
-  Structure





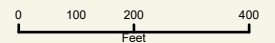
Applicant: MARIE ALLEN

Tax Parcel #: 12071 000052

Location: 4549 CLARKS BRIDGE ROAD, GAINESVILLE, GA 30506

Commission District 3

PC Mtg. Date: 05/20/24



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





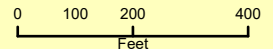
Applicant: MARIE ALLEN




Tax Parcel #: 12071 000052

Location: 4549 CLARKS BRIDGE ROAD, GAINESVILLE, GA 30506

Commission District 3

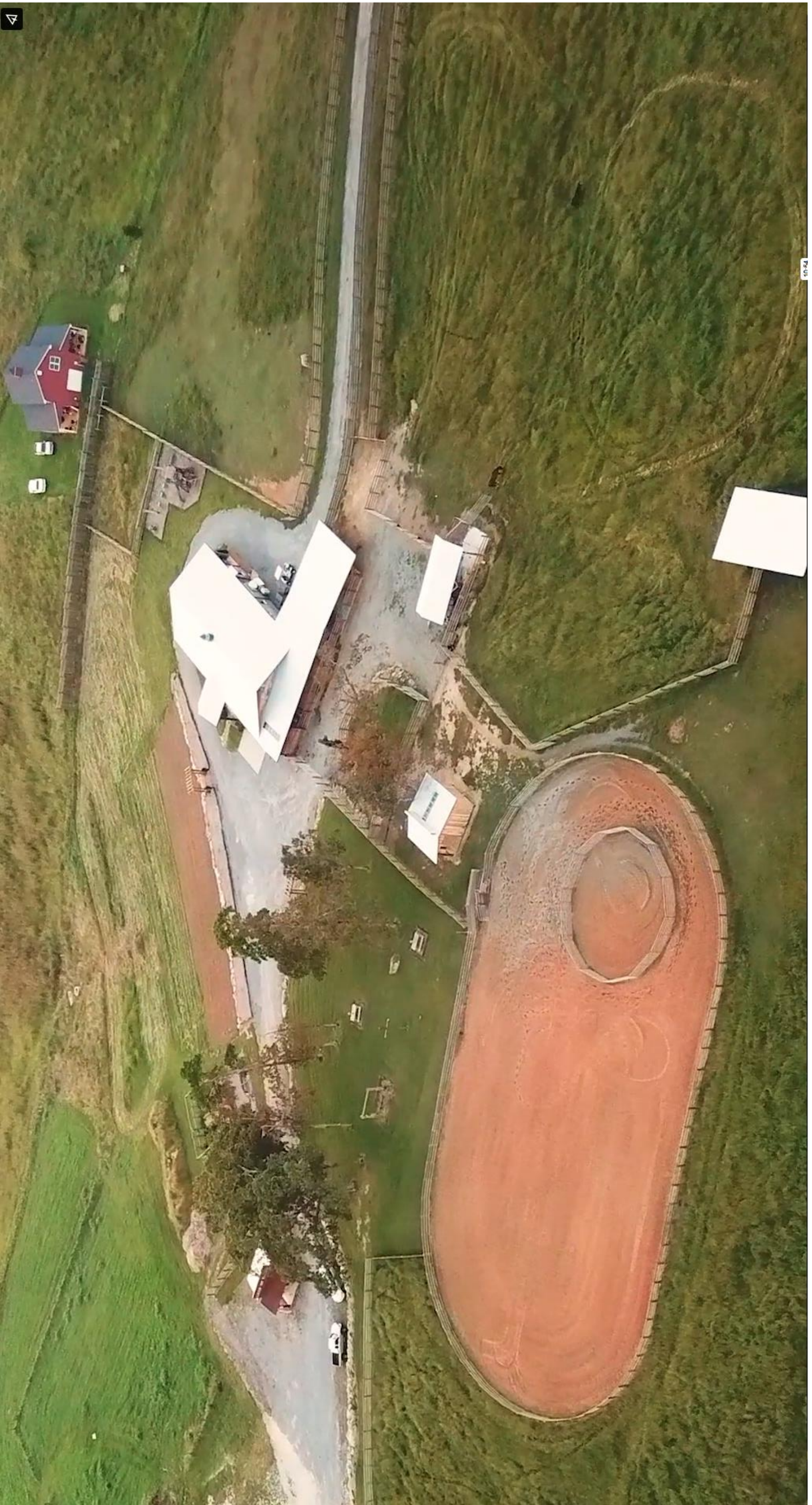
PC Mtg. Date: 05/20/24



-  Zoning Boundary
-  City Limits
-  Subject Area











Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Wednesday, April 17, 2024 9:51 AM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning); Kristie Turner (Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 5.20.24

Please find Environmental Health comments below:

Item 1, 3634 Oakland Lane, Parra: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 3001 Athens Hwy, Carroll Daniel: No comment.

Item 3, 4216 Winder Hwy, Johnson: No comment. Public sewer.

Item 4, 4610/4616 Winder Hwy; Georgia South: No comment. Public sewer.

Item 5, 4549 Clarks Bridge, Allen: No comment.

Item 6, 4745 Cagle Mill Road, Boling: No comment. Public sewer.

Item 7, 4745 Cagle Mill Road, Boling: No comment. Public sewer.

Item 8, 4151 Nopone Road, Hemphill: 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 9, 5052 Cagle Road, Poole: No comment. Public sewer.

Item 10, 5079 Old Winder Hwy, Gilliam: No comment. Public sewer.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Thursday, April 18, 2024 4:52 PM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Planning Agenda for May 20, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See comments in red below.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, April 11, 2024 12:27 PM
Subject: Tentative Planning Agenda for May 20, 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, May 20, 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, April 18th**. Email comments to Beth (bgarmon@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – May 6, 2024

NEW BUSINESS

1. [3634 Oakland Lane | Variance | 17.240.010. to reduce the rear yard setback | on a 0.30± acre tract located on the west side of Oakland Lane, approximately 340 feet from its intersection with Pleasant Hill Road | Zoned R-I; Tax Parcel 08032 000045 | Proposed Use: Residential addition | * Commission District 4 | Alexandra Parra, applicant](#) **GDOT coordination not required.**
2. [3001 Athens Highway | Variance | 17.420.050.F. to allow for an internally illuminated monument sign within GCOD | on an 80.79± acre tract located on the east side of Athens Highway \(GA-11\), at its intersection with Baker Road | Zoned I-I & AR-IV \(GCOD\); Tax Parcel 15023 000040 | Propose Use: Monument sign | * Commission District 3 | Carroll Daniel Construction Co. attn: Robert Tieman, applicant](#) **GDOT coordination not required**
3. [4216 Winder Highway | Variance | 17.420.060. to allow for two wall signs within GCOD | on a 3.93± acre tract located on the west side of Winder Highway \(GA-53\), approximately 490 feet from its intersection with Martin Road | Zoned H-B \(GCOD\); Tax Parcel 15044B000011 | Propose Use: Wall sign | * Commission District 1 | Serena Johnston/The Huxton Group, LLC, applicant](#) **GDOT coordination not required.**

4. [4610 & 4616 Winder Highway | Amend Conditions of Zoning](#) | on a combined 31.64± acre tract located on the south side of Winder Highway (GA-53); at its intersection with Plantation Drive | Zoned PRD; Tax Parcels 15037A000070 & 15037A000001 | **Proposed Use: 88-unit townhome development** | ** Commission District 1 | **Georgia South Development, LLC, applicant** **Will required GDOT coordination for driveway access to SR 53/ Winder Hwy**
5. [4549 Clarks Bridge Road | Use Subject to County Commission Approval](#) | on a 11.68± acre tract located on the west side of Clarks Bridge Road (GA-284), approximately 90 feet from North Browning Bridge Road | Zoned AR-IV; Tax Parcel 12071 000052 | **Proposed Use: Equestrian center with variances from the standards** | ** Commission District 3 | **Marie Allen, applicant** **Will required GDOT coordination to ensure that added traffic volumes do not adversely impact the state route intersection**
6. [4745 Cagle Mill Road, 4673 & 4691 Noah Martin Drive | Rezone](#) | from Agricultural Residential III (AR-III) & Agricultural Residential IV (AR-IV) to Planned Residential Development (PRD) | on a combined 130.84± acre tract located on the west side of Cagle Mill Road, at its intersection with Noah Martin Drive | Zoned AR-III & AR-IV; Tax Parcels 15007 000254 (pt.), 15019 000043 & 15019 000114 | **Proposed Use: 349-unit residential development** | ** Commission District 3 | **Josh Boling, applicant** **Will required GDOT coordination for driveway access to SR 365/ Cornelia Hwy**
7. [4745 Cagle Mill Road | Rezone](#) | from Agricultural Residential III (AR-III) & Agricultural Residential IV (AR-IV) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a 10.59± acre tract located on the east side of Cornelia Highway (GA-365), approximately 4,970 feet from Cagle Road | Zoned AR-III & AR-IV; Tax Parcel 15007 00254 (pt.) | **Proposed Use: Industrial development** | ** Commission District 3 | **Josh Boling, applicant** **Will required GDOT coordination for driveway access to SR 365/ Cornelia Hwy**
8. [4151 Nopone Road | Rezone](#) | from Agricultural Residential IV (AR-IV) & Suburban Shopping (S-S) to Planned Industrial Development (PID) | on a 14.06± acre tract located on the north side of Nopone Road, approximately 623 feet from its intersection with Cleveland Highway (GA-11) | Zoned AR-IV & S-S; Tax Parcel 12026 000004 (pt.) | **Proposed Use: Self-storage facility** | ** Commission District 3 | **John Hemphill c/o Cloudwalker Investments, LLC, applicant** **GDOT coordination not required**
9. [5052 Cagle Road | Rezone](#) | from Agricultural Residential IV (AR-IV) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a 20.98± acre tract located on the south side of Cagle Road, at its intersection with Lula Road (GA-52) | Zoned AR-IV; Tax Parcel 09084 000003 | **Proposed Use: Industrial development** | ** Commission District 3 | **Gregg Poole, applicant** **Will required GDOT coordination for driveway access to SR 52**
10. [5079 Old Winder Highway | Rezone](#) | from Residential I (R-I) to Planned Residential Development (PRD) | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection with Daylily Drive | Zoned R-I; Tax Parcel 15038 000059 | **Proposed Use: 105-unit townhome development** | ** Commission District 1 | **Steven P. Gilliam, applicant** **Will required GDOT coordination for driveway access to state route**

*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, June 27, 2024**, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, June 27, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

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



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: April 18, 2024

t: 770.531.6800 | f: 770.531.3945

Subject: May 20, 2024 - Hall County Planning Commission Agenda

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the May 20, 2024 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. [3634 Oakland Lane | Variance | 17.240.010. to reduce the rear yard setback | on a 0.30± acre tract located on the west side of Oakland Lane, approximately 340 feet from its intersection with Pleasant Hill Road | Zoned R-I; Tax Parcel 08032 000045 | Proposed Use: Residential addition | * Commission District 4 | Alexandra Parra, applicant](#)

- a. **Engineering:** No comment.
- b. **Traffic:** No comment.
- c. **Utilities:** No comment.

2. [3001 Athens Highway | Variance | 17.420.050.F. to allow for an internally illuminated monument sign within GCOD | on an 80.79± acre tract located on the east side of Athens Highway \(GA-11\), at its intersection with Baker Road | Zoned I-I & AR-IV \(GCOD\); Tax Parcel 15023 000040 | Propose Use: Monument sign | * Commission District 3 | Carroll Daniel Construction Co. attn: Robert Tieman, applicant](#)

- a. **Engineering:** No comment
- b. **Traffic:** No comment.
- c. **Utilities:** No comment

3. [4216 Winder Highway | Variance | 17.420.060. to allow for two wall signs within GCOD | on a 3.93± acre tract located on the west side of Winder Highway \(GA-53\), approximately 490 feet from its intersection with Martin Road | Zoned H-B \(GCOD\); Tax Parcel 15044B000011 | Propose Use: Wall sign | * Commission District 1 | Serena Johnston/The Huxton Group, LLC, applicant](#)

- a. **Engineering:** No comment.
- b. **Traffic:** No comment
- c. **Utilities:** No comment

4. [4610 & 4616 Winder Highway | Amend Conditions of Zoning | on a combined 31.64± acre tract located on the south side of Winder Highway \(GA-53\); at its intersection with Plantation Drive | Zoned PRD; Tax Parcels 15037A000070 & 15037A000001 | Proposed Use: 88-unit townhome development | ** Commission District 1 | Georgia South Development, LLC, applicant](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show FEMA and Hall County studied Flood plains that are present on site
Roads should be private
 - b. **Traffic:** GDOT access permit required
Recommend internal roadways be private and maintained by an HOA or property management company.
Unit driveways are shown as 22 feet in length to the sidewalk parked vehicles may protrude onto the right-of-way. Larger vehicles may protrude over the sidewalk. Recommend a minimum of 22 feet driveways to the proposed right-of-way and not to the sidewalk.
 - c. **Utilities:** Sanitary sewer located adjacent to site.

5. [4549 Clarks Bridge Road | Use Subject to County Commission Approval | on a 11.68± acre tract located on the west side of Clarks Bridge Road \(GA-284\), approximately 90 feet from North Browning Bridge Road | Zoned AR-IV; Tax Parcel 12071 000052 | Proposed Use: Equestrian center with variances from the standards | ** Commission District 3 | Marie Allen, applicant](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
 - b. **Traffic:** No comment
 - c. **Utilities:** No comment

6. [4745 Cagle Mill Road, 4673 & 4691 Noah Martin Drive | Rezone | from Agricultural Residential III \(AR-III\) & Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 130.84± acre tract located on the west side of Cagle Mill Road, at its intersection with Noah Martin Drive | Zoned AR-III & AR-IV; Tax Parcels 15007 000254 \(pt.\), 15019 000043 & 15019 000114 | Proposed Use: 349-unit residential development | ** Commission District 3 | Josh Boling, applicant](#)
 - a. **Engineering:** Property is in major flood area
Show FEMA and Hall County studied Flood plains that are present on site
Property is in north Oconee WPD
Show N. Oconee WPD buffers
No rise study required for construction in flood zone
Roads should be private
 - b. **Traffic:** Roadways are shown as private, however, this should be required.

Access from Cornelia Hwy (SR 365) is shown as private, however, Label indicates “end of county maintained right-of-way” internally. Clarify. Additional comments may be necessary after clarification.

Fire only access on White Hall Road must be gated and no ability for internal traffic to turn around is provided

Recommend the gravel section of Cagle Mill Road be improved to county paved standards to White Hall Road in order to facilitate site traffic to and from Old Cornelia Hwy.

Site plan indicates a fire only access on Cagle Mill Road labeled as “Gated fire only entrance with Knox Box” However no access is shown. Clarify.

GDOT permit required for Cornelia Hwy (SR 365) access.

- c. **Utilities:** Hall County lift station on GA 365

- 7. [4745 Cagle Mill Road | Rezone | from Agricultural Residential III \(AR-III\) & Agricultural Residential IV \(AR-IV\) to Planned Industrial Development \(PID\) & Gateway Corridors Overlay District \(GCOD\) | on a 10.59± acre tract located on the east side of Cornelia Highway \(GA-365\), approximately 4,970 feet from Cagle Road | Zoned AR-III & AR-IV; Tax Parcel 15007 00254 \(pt.\) | Proposed Use: Industrial development | ** Commission District 3 | Josh Boling, applicant](#)

- a. **Engineering:** See #6 comments

- b. **Traffic:** GDOT permit required for Cornelia Hwy (SR365) access.

- Very short section of entrance is proposed to be county maintained but should be a private driveway.

- c. **Utilities:** Hall county lift station on GA 365

- 8. [4151 Nopone Road | Rezone | from Agricultural Residential IV \(AR-IV\) & Suburban Shopping \(S-S\) to Planned Industrial Development \(PID\) | on a 14.06± acre tract located on the north side of Nopone Road, approximately 623 feet from its intersection with Cleveland Highway \(GA-11\) | Zoned AR-IV & S-S; Tax Parcel 12026 000004 \(pt.\) | Proposed Use: Self-storage facility | ** Commission District 3 | John Hemphill c/o Cloudwalker Investments, 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:** Access must meet Hall County Commercial standards

- A trip generation report and turn lane analysis must be completed to determine if improvements to Nopone Road are warranted.

- c. **Utilities:** No gravity sewer lift station adjacent to site

- 9. [5052 Cagle Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Industrial Development \(PID\) & Gateway Corridors Overlay District \(GCOD\) | on a 20.98± acre tract located on the south side of Cagle Road, at its intersection with Lula Road \(GA-52\) | Zoned AR-IV; Tax Parcel 09084 000003 | Proposed Use: Industrial development | ** Commission District 3 | Gregg Poole, 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:** GDOT permit required for access to Lula Road (SR 52) Internal road should be private and not County maintained. No access to Cagle Road is shown on the site plan, however, recommend a condition that access to Cagle Road is prohibited.
- c. **Utilities:** No sanitary sewer lines available.

10. [5079 Old Winder Highway | Rezone | from Residential I \(R-I\) to Planned Residential Development \(PRD\) | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection with Daylily Drive | Zoned R-I; Tax Parcel 15038 000059 | Proposed Use: 105-unit townhome development | ** Commission District 1 | Steven P. Gilliam, 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. Roads should be private
- b. **Traffic:** GDOT approval / permit required for Old Winder Hwy (SR211) Internal roadways shown on site plan will not meet county standards and no variances were requested. If approved as shown, recommend roadways be private and not county maintained. Unit driveways are shown as 22 feet in length to the sidewalk. Parked vehicles may protrude onto the right-of-way. Larger vehicles may protrude over the sidewalk. Recommend a minimum of 22 feet driveways to proposed right-of-way and not to the sidewalk.
- c. **Utilities:** No sanitary sewer adjacent to site

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Wednesday, April 17, 2024 4:35 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning)
Subject: Fire Comment

Monday, May 20, 2024 Hall County Planning Commission Meeting.

5. [4549 Clarks Bridge Road | Use Subject to County Commission Approval | on a 11.68± acre tract located on the west side of Clarks Bridge Road \(GA-284\), approximately 90 feet from North Browning Bridge Road | Zoned AR-IV; Tax Parcel 12071 000052 | Proposed Use: Equestrian center with variances from the standards | ** Commission District 3 | Marie Allen, applicant](#)

Hall County Fire Marshal comments: The Hall County Fire Marshal's Office will require a passing life safety inspection for the equestrian center if Hall County requires the business owner to obtain a business license to operate.

Regards,

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



ZONING NOTICE

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

APPLICANT: **MARIE ALLEN**

REQUEST: **USE SUBJECT TO COUNTY COMMISSION APPROVAL FOR AN EQUESTRIAN**

PUBLIC HEARINGS WILL BE HELD ON: **CENTER**

PLANNING COMMISSION
Date: **MAY 20, 2024**

Time: **5:15 PM**

&

COUNTY COMMISSION
Date: **JUNE 27, 2024**

Time: **6:00 PM**

HALL COUNTY GOVERNMENT CENTER, 207 GEORGE 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 (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 342/2024

SUBJECT: **4151 Nopone Road | Rezone** | from Agricultural Residential IV (AR-IV) & Suburban Shopping (S-S) to Planned Industrial Development (PID) | on a 14.06± acre tract located on the north side of Nopone Road, approximately 623 feet from its intersection with Cleveland Highway (GA-11) | Zoned AR-IV & S-S; Tax Parcel 12026 000004 (pt.) | **Proposed Use: Self-storage facility** | Commission District 3 | **John Hemphill c/o Cloudwalker Investments, LLC, applicant**

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: BG

Recommendation:

Approval, with conditions:

1. The property shall be developed in accordance with the site plan dated April 4, 2024, and as described in the project narrative submitted on April 5, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval unless noted below.
2. The total square footage of the storage facility buildings shall not exceed 175,000 square feet.
3. All access off Nopone Road shall be approved and permitted by Hall County Traffic Engineer, as required.
4. All conditions of zoning shall be made part of any plats or construction plans created for the property.
5. Normal office hours shall be 8:00 am to 6:00 pm. Access via a secure keypad for customers shall be limited to 5:00 am to 11:00 pm daily.
6. The Nopone Road frontage strip shall be in accordance with Gateway Corridor Overlay District Standards and shall include masonry columns and decorative iron fence.
7. A 30' landscaped buffer shall be planted. A 6' opaque fence shall be installed along the eastern boundary adjoining North Hall Park and Community Center in combination with the required buffer. That 6' opaque fence shall start where the 200 foot length of wrought iron fence ends.
8. All roof panels shall be standing seam. Where all metal siding is allowed, all colors will be approved by the Planning Director or their designee. Buildings A and B will be required to be full masonry on the east, west and facing Nopone Road, the ends of Buildings C and D shall be full masonry product, and facing Nopone Road, and the rear elevation of Building H shall be full masonry product.

Purpose of Request:

History:

4151 Nopone Road | Rezone | from Agricultural Residential IV (AR-IV) & Suburban Shopping (S-S) to Planned Industrial Development (PID) | on a 14.06± acre tract located on the north side of Nopone Road, approximately 623 feet from its intersection with Cleveland Highway (GA-11) | Zoned AR-IV & S-S; Tax Parcel 12026 000004 (pt.) | **Proposed Use: Self-storage facility** | Commission District 3 | **John Hemphill c/o Cloudwalker Investments, LLC, applicant**

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
AD	BG	WLI	CR
Clerk			
JR			

Attachments:

- Board Memo
- Recommendation Report
- Application
- Narrative
- Site Plan
- Maps
- Renderings
- Deed
- Legal Description
- Environmental Health Comments
- GDOT Comments
- Public Works Comments
- Tax Assessors Comments
- Fire Comments
- Notice Sign Photo



Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

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: June 10, 2024

Subject: **4151 Nopone Road | Rezone | from Agricultural Residential IV (AR-IV) & Suburban Shopping (S-S) to Planned Industrial Development (PID) | on a 14.06± acre tract | Proposed Use: Self-storage facility | John Hemphill c/o Cloudwalker Investments, LLC, applicant**

The request before you is the request of John Hemphill c/o Cloudwalker Investments, LLC to Use Subject to rezone from Agricultural Residential IV (AR-IV) & Suburban Shopping (S-S) to Planned Industrial Development (PID) to allow a self-storage facility. This item is located within Commission District 3.

At their May 20, 2024 meeting, the Hall County Planning Commission voted to recommend approval with eight (8) conditions **(5-0)**.

Staff recommendation: **Denial** as the proposed use is inconsistent with the Rural Residential future land use classification within the Comprehensive Plan.

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

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan dated April 4, 2024, and as described in the project narrative submitted on April 5, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval unless noted below.
2. The total square footage of the storage facility buildings shall not exceed 175,000 square feet.
3. All access off Nopone Road shall be approved and permitted by Hall County Traffic Engineer, as required.
4. All conditions of zoning shall be made part of any plats or construction plans created for the property.

5. Normal office hours shall be 8:00am to 6:00pm. Access via a secure keypad for customers shall be limited to 5:00am to 11:00pm daily.
6. The Nopone Road frontage strip shall be in accordance with Gateway Corridor Overlay District Standards and shall include masonry columns and decorative iron fence.
7. A 30' landscaped buffer shall be planted. A 6' opaque fence shall be installed along the eastern boundary adjoining North Hall Park and Community Center in combination with the required buffer. That 6' opaque fence shall start where the 200 foot length of wrought iron fence ends.
8. All roof panels shall be standing seam. Where all metal siding is allowed, all colors will be approved by the Planning Director or their designee. Buildings A and B will be required to be full masonry on the east, west and facing Nopone Road, the ends of Buildings C and D shall be full masonry product, and facing Nopone Road, and the rear elevation of Building H shall be full masonry product.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant John Hemphill c/o Cloudwalker Investments, LLC

Request Rezone from Agricultural Residential IV (AR-IV, 17.120) and Suburban Shopping (S-S, 17.140) to Planned Industrial Development (PID, 17.180.090)

Proposed Use Self-storage facility

Size 14.06± acres

Zoning Current Agricultural Residential IV (AR-IV, 17.120) and Suburban Shopping (S-S, 17.140) | Proposed Planned Industrial Development (PID, 17.180.090)

Location **4151 Nopone Road** | Tax Parcel 12026 000004

Commission District Three

Planning Commission Date May 20, 2024

Staff Recommendation **Denial** as the proposed use is inconsistent with the Rural Residential future land use classification within the Comprehensive Plan.

Record Number.....HZON24-0008

Planning Commission Recommendation**Approval, with conditions**
Vote: 5-0

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan dated April 4, 2024, and as described in the project narrative submitted on April 5, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval unless noted below.
2. The total square footage of the storage facility buildings shall not exceed 175,000 square feet.
3. All access off Nopone Road shall be approved and permitted by Hall County Traffic Engineer, as required.

4. All conditions of zoning shall be made part of any plats or construction plans created for the property.
5. Normal office hours shall be 8:00am to 6:00pm. Access via a secure keypad for customers shall be limited to 5:00am to 11:00pm daily.
6. The Nopone Road frontage strip shall be in accordance with Gateway Corridor Overlay District Standards and shall include masonry columns and decorative iron fence.
7. A 30' landscaped buffer shall be planted. A 6' opaque fence shall be installed along the eastern boundary adjoining North Hall Park and Community Center in combination with the required buffer. That 6' opaque fence shall start where the 200 foot length of wrought iron fence ends.
8. All roof panels shall be standing seam. Where all metal siding is allowed, all colors will be approved by the Planning Director or their designee. Buildings A and B will be required to be full masonry on the east, west and facing Nopone Road, the ends of Buildings C and D shall be full masonry product, and facing Nopone Road, and the rear elevation of Building H shall be full masonry product.

Excerpts from the minutes of the May 20, 2024 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

John Hemphill, 3382 Small Woods Lane, Gainesville, presented the request. The applicant stated that the storage will also have enclosed storage units for boats and RV's.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Mr. Braswell questioned the timeline of the building phases. The applicant stated that each phase would take 2-3 years beginning with the buildings to the rear of the property depending on the market with an estimate of approximately 10 years for completion of the entire development. Mr. Hunt questioned the façade of the buildings. The applicant stated that only buildings facing the road will have masonry on the front façade and the end caps. The applicant stated that the roll up doors will be metal. Mr. Hunt stated that there was a concern with density and turning radius for trucks within the development. The applicant stated that he will be directing traffic with signage and striping, and if needed could remove the units at the ends to make turning space. Mr. Hunt questioned the landscape buffer along the eastern line. The applicant stated the development would have a 30 foot buffer with a complete security fence throughout the property. Mr. Hunt and Mr. Braswell suggested adding an opaque fence along the property line next to the county park. Further discussion was had regarding the galvanized roof colors and the fencing type for the development. Mr. Hunt stated that he would like an opaque fence along the county-owned property (eastern property line) and a black vinyl coated fence along the western

property line, with both of these fences to start after 200 feet of wrought iron fencing. Mr. Hunt further stated that he could not support more than 175,000 square feet of development.

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

Conditions:

1. The property shall be developed in accordance with the site plan dated April 4, 2024, and as described in the project narrative submitted on April 5, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval unless noted below.
2. The total square footage of the storage facility buildings shall not exceed 175,000 square feet.
3. All access off Nopone Road shall be approved and permitted by Hall County Traffic Engineer, as required.
4. All conditions of zoning shall be made part of any plats or construction plans created for the property.
5. Normal office hours shall be 8:00am to 6:00pm. Access via a secure keypad for customers shall be limited to 5:00am to 11:00pm daily.
6. The Nopone Road frontage strip shall be in accordance with Gateway Corridor Overlay District Standards and shall include masonry columns and decorative iron fence.
7. A 30' landscaped buffer shall be planted. A 6' opaque fence shall be installed along the eastern boundary adjoining North Hall Park and Community Center in combination with the required buffer. That 6' opaque fence shall start where the 200 foot length of wrought iron fence ends.
8. All roof panels shall be standing seam. Where all metal siding is allowed, all colors will be approved by the Planning Director or their designee. Buildings A and B will be required to be full masonry on the east, west and facing Nopone Road, the ends of Buildings C and D shall be full masonry product, and facing Nopone Road, and the rear elevation of Building H shall be full masonry product.

Staff Recommended Conditions:

1. The property shall be developed in accordance with the site plan dated April 4, 2024, and as described in the project narrative submitted on April 5, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The total square footage of the storage facility buildings shall not exceed 193,640 square feet.

3. A traffic impact study shall be completed prior to issuance of a land disturbance permit. Any improvements to Nopone Road required by either the traffic impact study or county traffic regulations shall be at the cost of the developer.
 4. All conditions of zoning shall be made part of any plats or construction plans created for the property.
 5. Normal office hours shall be 8:00 a.m. to 6:00 p.m. Access via a secure keypad for customers shall be limited to 6:00 a.m. to 11:00 p.m. daily.
-

Summary Analysis

The applicant is requesting to rezone 14.06± acres of an 18.07± acre parcel zoned Agricultural Residential IV (AR-IV, 17.120) and Suburban Shopping (S-S, 17.140) to Planned Industrial Development (PID, 17.180.090) for a self-storage facility, including enclosed boat and RV parking. The remaining 4.01± acres are to be combined with an adjacent parcel located at 4128 Cleveland Highway. The subject property is currently developed with a barn.

The surrounding properties are zoned Agricultural Residential IV (AR-IV), Residential I (R-I), and Suburban Shopping (S-S). The parcel to the southwest of the subject property is zoned Suburban Shopping (S-S) and is developed with a gas station and restaurant. The parcel to the south is zoned Residential I (R-I) and is developed with a single-family residence. The parcels to the north, east, and west are zoned Agricultural Residential IV (AR-IV) and are a mix of vacant and developed properties consisting of agricultural, residential, and municipal uses, including North Hall Community Center and Park to the west.

Per the submitted narrative, the applicant is proposing to develop a self-storage facility that includes enclosed boat and RV storage, an office, and two additional flex office spaces. The development will consist of 4 phases to be developed over 5 to 10 years as the demand allows. The concept plan shows phases 1 and 2 to be located on the south side of the property and will consist of 8 buildings with a total of 65,100 gross square feet. Phases 3 and 4 are shown on the north side of the property and will consist of 16 buildings with a total of 128,510 gross square feet. A stormwater management area and retention pond are depicted centrally within the property. Furthermore, there will be a 30 foot buffer around the north, east, and west perimeters of the parcel with a 10 foot buffer along the southwest property line adjacent to the Suburban Shopping (S-S) zoned parcel. The narrative indicates that the buffer will consist of a combination of evergreen trees, deciduous shade trees, and evergreen shrubs.

The submitted renderings depict buildings with street-facing facades and endcaps that will feature a combination of cementitious siding and stone accents, while internally-facing facades will include brick water tables with stucco material above. Middle and rear endcaps will be constructed of textured steel. The applicant proposes a 6 foot high commercial grade metal fence along the front of the property adjacent to Nopone Road. The remaining perimeter of the property will be enclosed by a 6 foot high chain-link fence. As described in the narrative, outdoor lighting will be semi-cutoff, potentially necessitating additional pole lighting to ensure adequate illumination across the property. LED wall lighting will be utilized along the perimeter of the building to provide additional visibility along building entrances and drive aisles.

Additionally, a proposed monument sign situated at the front of the property is depicted on the submitted site plan. It will be constructed using the same materials as those utilized in the primary building façade. No master sign plan has been submitted as part of the request; however, the applicant proposes to meet signage standards.

The property will feature a single ingress/egress point located on Nopone Road and a gated entrance will be installed to provide security for the facility. The narrative describes 16 to 20± parking spaces located in front of the office;. The concept plan also illustrates 26 foot wide access drive aisles between each building, utilizing directional arrows to guide traffic flow on the property. Water service will be provided by the City of Gainesville and an on-site septic system is proposed in the southeastern portion of the property.

The applicant proposes office hours to be 8:00 a.m. to 6:00 p.m. Monday through Friday. The weekend and holiday hours will be by appointment only. Customer access via secure keypad access will be available daily from 6:00 a.m. to 11:00 p.m.

Based on the future land-use plan, staff finds the requested zoning designation *is not inconsistent with the Hall County Comprehensive Plan*. The Comprehensive Plan’s future land use designation for the subject parcel is “Rural Residential”. The intent of this land use category is to preserve established residential/rural character and create a transition between Rural Areas and development in Residential Areas. Future development is envisioned to consist of residential and agricultural uses at low density; the proposal does not meet this standard.

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; **While there are no industrial uses within the surrounding area, there are adjacent properties with non-residential developments.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **No, it is not anticipated that the proposed rezoning will adversely affect nearby properties.**
3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **The property has reasonable economic use as currently zoned (Agricultural Residential IV (AR-IV, 17.120). The property is currently developed with an agricultural use accessory structure.**
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; **The zoning proposal will not result in an excessive or burdensome use of local infrastructure.**
5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The requested zoning designation is inconsistent with the future land use classification of Rural Residential in the Comprehensive Plan. The intent of this land use category is to preserve established residential/rural character and create a transition between Rural Areas and**

development in Residential Areas. Future development is envisioned to consist of residential and agricultural uses at low density.

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; however, the property cannot be developed with a self-storage facility under the current zoning conditions.**
9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The subject property is currently developed with an agricultural use accessory structure.**
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 Industrial Development (PID, 17.180.090). Per the Official Code of Hall County, Planned Development Districts (17.180) are to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment.**
12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the county as a whole.**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The development as proposed cannot be developed in any of the existing zoning districts without a rezoning request.**

15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **The request could not be handled alternatively as a variance..**
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

17.380.050. - Submission requirements

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
 1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 17.380.060.C.**
 2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets the requirement.**
- C. For any application for a slow rate land treatment system (see chapter 17.20), the following additional requirements apply. **The proposed development will utilize public water and private septic; 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 does not contain any residential dwelling units, and as such is exempt from this requirement.**

Development Support and Constraints – Departmental / Agency Comments

Hall County Environmental Health

In an email dated April 17, 2024, Emily McGahee stated, “Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation and septic system installation may be required after review of business plan.”

Hall County Fire Marshal

In an email dated April 18, 2024, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated, “The Hall County Fire Marshal’s Office considers the plan conceptual in nature, and if approved may require modifications during the development review process.”

Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated April 18, 2024, Bill Nash, Director, stated the following:

Engineering:

This site may require stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Traffic:

Access must meet Hall County Commercial standards. A trip generation report and turn lane analysis must be completed to determine if improvements to Nopone Road are warranted.

Utilities:

No gravity sewer lift station adjacent to site.

Georgia Department of Transportation

In an email dated April 18, 2024, Veronica Chavers, D1TO Civil Engineer 3, stated that GDOT coordination is not required.

Hall County Tax Assessors

In an email dated April 17, 2024, Cher Melendez, Specialized Assessment Manager stated “property owner Bob Williams has been given notice of breach.”

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



ZONING APPLICATION

Applicant (Name & Mailing Address)

John Hemphill
40 Cloud Walker Investments LLC
3382 Small Woods Ln Gainesville
30506 Gainesville GA 30506
 Phone 404 915 9691
 Email Address johnshemphill@comcast.net
 Proposed Use Self Storage with enclosed Boat + RV Storage

Property Owner (Name & Mailing Address)

Robert S. Williams Jr *DBA Wauka Mtn Farms Ltd*
4151 Nopone rd.
Gainesville GA 30506
 Phone 770 718 8297 *Kenneth Savage real estate Agent*
 Email Address jk.savage@bellsouth.net

Contact Person (Name & Mailing Address)

John Hemphill
3382 Small Woods Ln
Gainesville GA 30506
 Phone 404 915 9691
 Email Address johnshemphill@comcast.net
 Tax Parcel Number 12026 00 0004
 Location Address 4151 Nopone rd Gainesville GA 30506

Status of Applicant

- Owner
- Option to Purchase
- Area Resident
- Other

Requested Action

Existing Zoning: AR-IV/S-5
 Rezone to: PTD
 Fee: \$ _____
 Receipt #: _____
 Check #: _____

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

Sign John S Hemphill Date: 3-6-24

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

Application Withdrawal: I hereby withdraw the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____
 Tentative Planning Commission Date: _____ Tentative County Commission Date: _____
 County Commission District: _____

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AUTHORIZATION OF PROPERTY OWNERS

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

Name of owner(s)

Robert E. Williams Jr. (Gen Partner Wanka Mth Farms Ltd)

Address

6633 Thompson Rd
Clermont, GA 30527

Phone Number

770 403 9063

Name of applicant(s)

John Hemphill

Address

3382 Small Woods Ln
Gainesville, Ga 30506

Phone Number

404 915 9691

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)

R.E. Williams Jr.

Personally appeared before me

Hank Meeler

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

Notary Public

Date

1-24-24





CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

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

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

I have** _____ I have not X

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: John S. Hemphill Date: 2-8-24

Applicant's/Owner's Name (Printed): John S. Hemphill

PLANNING AND DEVELOPMENT DEPARTMENT
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(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have** I have not

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

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

Name of Official(s): Richard Higgins

Office: Chairman Hall Co. Commissioned

Dollar Amount: \$500

Date of Contribution: 2-1-2023

Applicant's/Owner's Signature: RE Williams Jr.

Date: 1-21-24

Applicant's/Owner's Name (Printed): Wauka M+ Farms LP RE Williams Jr. GP



NORTH HALL SELF-STORAGE FACILITY W/ ENCLOSED BOAT & RV PARKING

RE-ZONING & CONDITIONAL
USE APPLICATION
NARRATIVE

Location Address:

4151 Nopone rd.

Gainesville, GA 30506

Applicant: John Hemphill

Written Report in support of Rezoning Application and conditional use for Self-Storage Facility with Boat & RV parking

The Applicant is John S. Hemphill, current Owner & Operator of A&A Mini Storage in Loganville GA.

Background for developing Self-Storage Facilities:

- Developed Self-Storage Facility from a green field site in 2005 and started operations the following year in Loganville GA, (Walton County).
- Phased build-out plan with ~200 units and currently expanding.
- This is a family owned and operated facility.
- Mr. Hemphill lives off Cleveland Hwy, approximately 5 minutes from this development site.

Subject Property

The subject property is a 18.08-acre parcel located in North Hall County at 4151 Nopone rd. The site is located within the jurisdictional limits of unincorporated Hall County and near the corner of the intersection of Nopone rd. and Cleveland Hwy (Hwy 129 / SR 11). The site is bound to the north by the undeveloped portion of the said property zoned AR-IV/S-S; to the east by the North Hall Community Center, Park & Recreation fields (zoned S-S); to the South by Nopone rd. and to the West by an existing Gas station and Restaurant (zoned AR-IV/S-S). Property will be divided into 2 separate properties; 14 acres for the subject project and ~4.08 acres, on the north side, to remain with the existing owner.

Current Property Status, Zoning & Existing Use

The site is in its existing condition and is mostly open pasture with short, dense vegetation and minimal trees on site. There is one existing curb cut to access property from Nopone Rd. and the existing drive goes to a building onsite. Current zoning of subject property is AR-IV/S-S (Agricultural-Residential-IV and Suburban Shopping)

Proposed Development & Project Overview

Plans are to develop a Self-Storage Facility with 2 flex office spaces. Self-Storage will provide a mix of conditioned and un-conditioned drive-up self-storage space in multiple buildings and enclosed storage for Boats and RVs. 22 total building, of self-storage and enclosed Boat & RV units, totaling 193,610 sq feet. Traditional Self-Storage units will be between to be in the 650 to 750 range depending on ultimate configuration. Enclosed Boat & RV parking units will be 128 units. Plans are for 2 flex office spaces in Building A (Front) next to Self-Storage main office.

- The facility will be developed in a phased approach over 5 to 10 years. This phased approach is designed to avoid oversaturating area with excess capacity and providing flexibility to meet market demands.
- Normal operating hours will be 8:00am to 6:00pm, with most of the use in daylight hours. Access will be provided through a secure keypad entry process outside of normal operating hours as noted below.
- Access to the property will be provided through a gate access keypad that will operate between 6am and 11pm.
- Property security is a priority. A Security system with cameras will be installed to make facility as safe and secure as possible. Fencing around the property will provide an additional layer of security.
- Outdoor lighting for the facility will be the semi-cutoff type and meet development standards.
- We will install appropriate trees and/or shrubbery to obstruct view from neighboring properties to minimize view impacts and comply with Landscape and buffer requirements.
- Storm water will be managed through an appropriately sized retention pond near the east/middle side of the facility. It will be surrounded by a fence for safety and have an access drive for maintenance.
- Property will be asphalted as each section is developed.

Proposed Zoning - PID

The purpose of this narrative and supplemental information is to provide clarity on the intended use of the property and affirmatively demonstrate that the use as a Storage facility will meet the requirements of the Zoning code and vision of the Comprehensive Plan. With this information, we respectfully request approval for the Conditional Use of Self-Storage as provided for.

Self-Storage is a low intensity use, generating low traffic volumes and minimal demand on community resources. It is a service-related operation providing storage solutions to area residents and commercial owners. This property is located among many existing community commercial uses and sits within the Mixed-Use Corridor as noted in the comprehensive plan. Surrounding and nearby commercial businesses include, but not limited to retail restaurants, gas station, Landscaping materials & supply shop and appliance sale & repair shop -- all along Cleveland Highway.

These plans are designed to best utilize the lay of land and property grade. We will work with Hall County Planning to adjust if needed and as detailed engineering plans considering topography are finalized.

Servicing Market Demand

The facility will have a good mix of Self Storage (conditioned and drive-up) units of various sizes. In addition, plans are to have enclosed units for storing boats and RVs. Self-storage unit make up will be in a range of dimensions, typical sizes being: 5'x5' up to 20'x30'. Boat and RV units will range in size: 14'x30' up to 20'x50'; Ultimate mix of units will depend on topography and market demand.

Operations

The facility will be manned by one full-time and one/two part-time staff once fully operational. Expected office hours will be from 8:00am to 6:00pm, Monday-Friday. Weekend and Holiday hours will be by appointment only. Customer access, via secure keypad access, will be available daily from 6:00am to 11:00pm.

Protection for adjacent properties

The parcels adjacent to the property are zoned AR-IV and S-S. Referencing Hall County municipal code Sec 17.260.020, there is no explicit buffer requirement for non-residential use. Project plan has a noted buffer of at least 30ft around property to provide adequate site shielding.

Project Development

Vehicular Access & Parking

The property will be accessed from Nopone road. 16 to 20+ Parking spaces have been designated in the site plan in front of the office, with one being a handicapped space.

Vehicle Flow

For Traffic control we will direct traffic around the facility utilizing traffic direction arrows to minimize two-way traffic.

Boat & RV Parking

Boat and RV parking will be in tall, enclosed storage units of various sizes. Gate entry will be over 80 feet off Nopone rd shoulder and ~65ft from property boundary to help support trucks with trailers entering facility and provide plenty of space for stacking. Site plans have considered space needs for maneuvering into and around the storage facility.

Utilities

Plans are to have electrical service, water service, and water waste septic system. Water is available from Hall County. Wastewater disposal will utilize an in-ground septic system. Septic system only use will be for an office bathroom and sink.

Lighting

Outdoor lighting for the facility will be the semi cutoff type and meet ordinance standards. Some pole lighting might be required to appropriately light facility. Security is a very important consideration for ensuring a safe and pleasant experience for customers. Low flow LED Lighting wall packs will be utilized along the perimeter of the buildings to adequately light building entrance and drive aisles.

Road Signage (Illustration)

Signage will be within zoning standards, up to 12 ft. above street grade and up to 96 sq ft on each side. The sign structure shall be constructed of the same materials that are used in the facade of the principal building. Expect to have external lighting on the sign for nighttime visibility.



Transitional Buffers

Buffers on the east and west property lines will be planted and landscaped as required by development standards. Fencing beyond 150 feet from Nopone rd. will utilize black chain link fence back to northern boundary. For planted area stripping to include 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, (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. We will consult with the Planning Director to ensure appropriate vegetation is in place to provide a dense visual screen with surrounding properties.

Architectural Design and Materials

Plans are to utilize TruSteel Buildings to design and build units. Street facing front and exterior endcap facade will be a mix of material. Lower section near ground will be a brick up to ~3 feet high and transition to a textured stucco material. Intent is to elevate appearance, with mix of material on Nopone road facing sides and endcaps. For middle and rear property endcaps a textured metal will be utilized.

Illustrations of expected design materials

Gate and fencing material will utilize 6-foot commercial grade Metal fence consistent with picture below in front of facility. Fencing material beyond 150 of front property boundary will transition to black 6 ft chain link as pictured below.





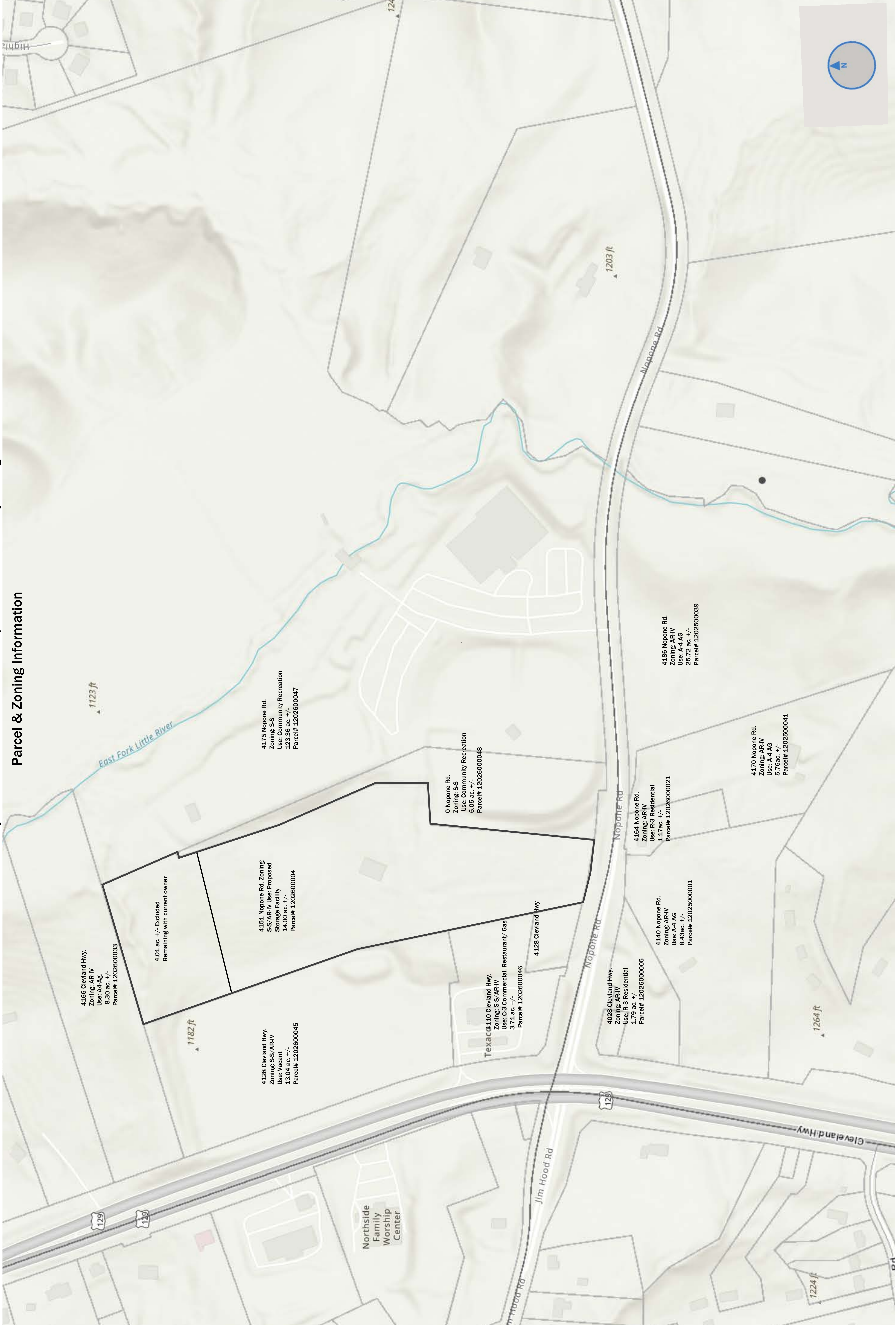
Building configuration and phased development plan

Phase 1 & 2	Square Ft	Type of Space
Building A	12,000	Hybrid Self-storage: will contain Office, 2 flex spaces, conditioned & unconditioned self-storage space in rear.
Building B	12,000	Hybrid self-storage with conditioned space on interior and unconditioned space on exterior
Building C	5,700	Unconditioned self-storage space
Building D	6,300	Unconditioned self-storage space
Building E	6,600	Unconditioned self-storage space
Building F	6,600	Unconditioned self-storage space
Building G	6,600	Unconditioned self-storage space
Building H	9,300	Unconditioned self-storage space
Total sq ft	65,100	

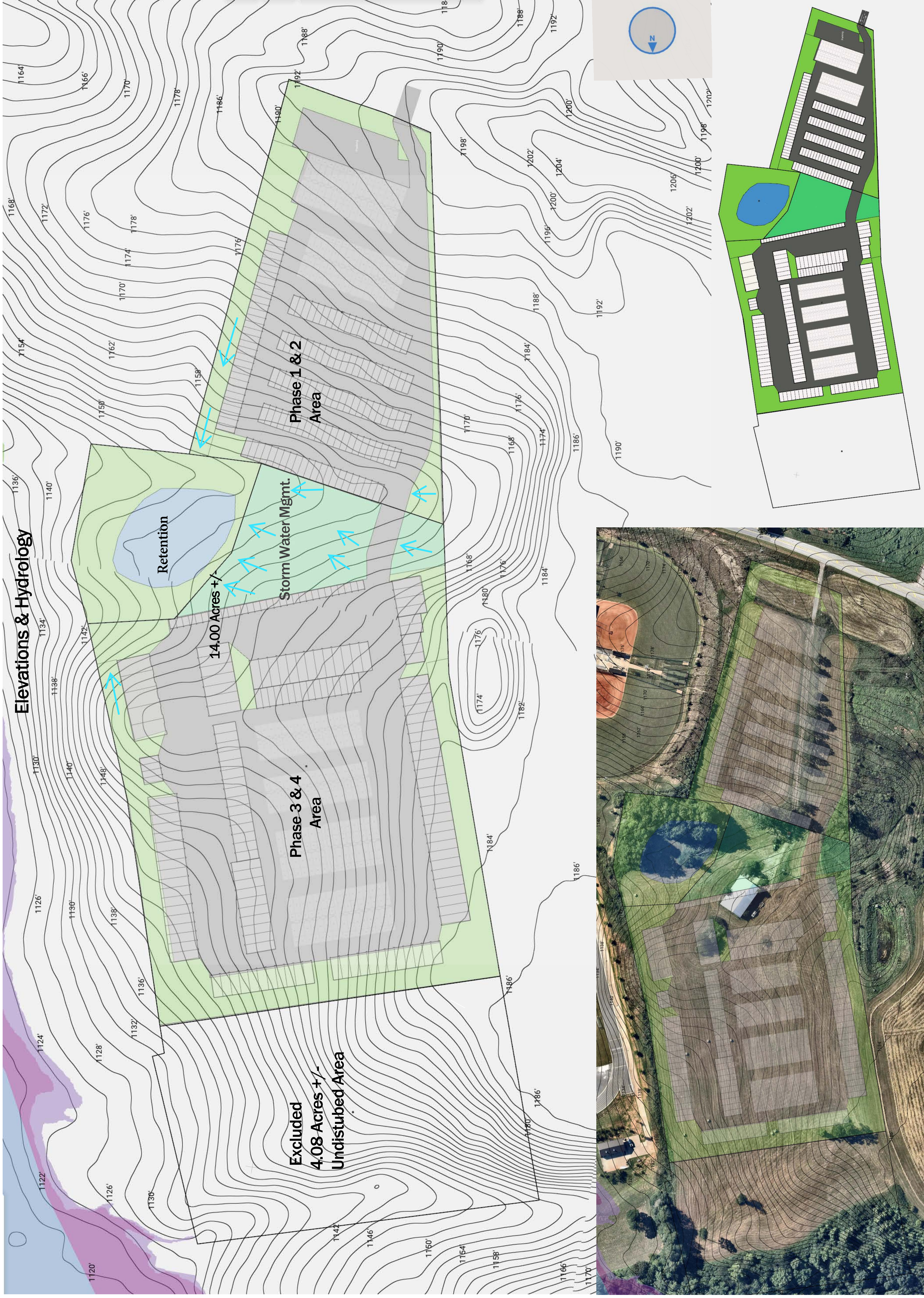
Phase 3 / 4	Square Ft	Type of Space
Building I	4,570	Unconditioned SS Boat & RV 30',35' & 40'
Building J	17,010	Unconditioned SS Boat & RV 45'
Building K	5,880	Unconditioned SS Boat & RV 35'
Building L	5,880	Unconditioned SS Boat & RV 35'
Building M	11,340	Unconditioned SS Boat & RV 45'
Building N	1,200	Maintenance Building
Building O	6,250	Unconditioned SS Boat & RV 50'
Building P	4,500	Unconditioned self-storage
Building Q	12,080	Unconditioned SS & SS Boat & RV 40'
Building R	8,800	Hybrid self-storage, conditioned space on interior and unconditioned space on exterior
Building S	8,800	Hybrid self-storage, conditioned space on interior and unconditioned space on exterior
Building T	12,000	Hybrid self-storage, conditioned space on interior and unconditioned space on exterior
Building U	12,000	Hybrid self-storage, conditioned space on interior and unconditioned space on exterior
Building V	5,600	Unconditioned SS Boat & RV 45'
Building W	7,350	Unconditioned SS Boat & RV 35'
Building X	5,250	Unconditioned SS Boat & RV 50'
Total sq ft	128,510	

Combined Square footage 193,610

Preliminary Site Plan Evaluation. 4151 Nopone Rd. Hall County, Georgia.
Parcel & Zoning Information

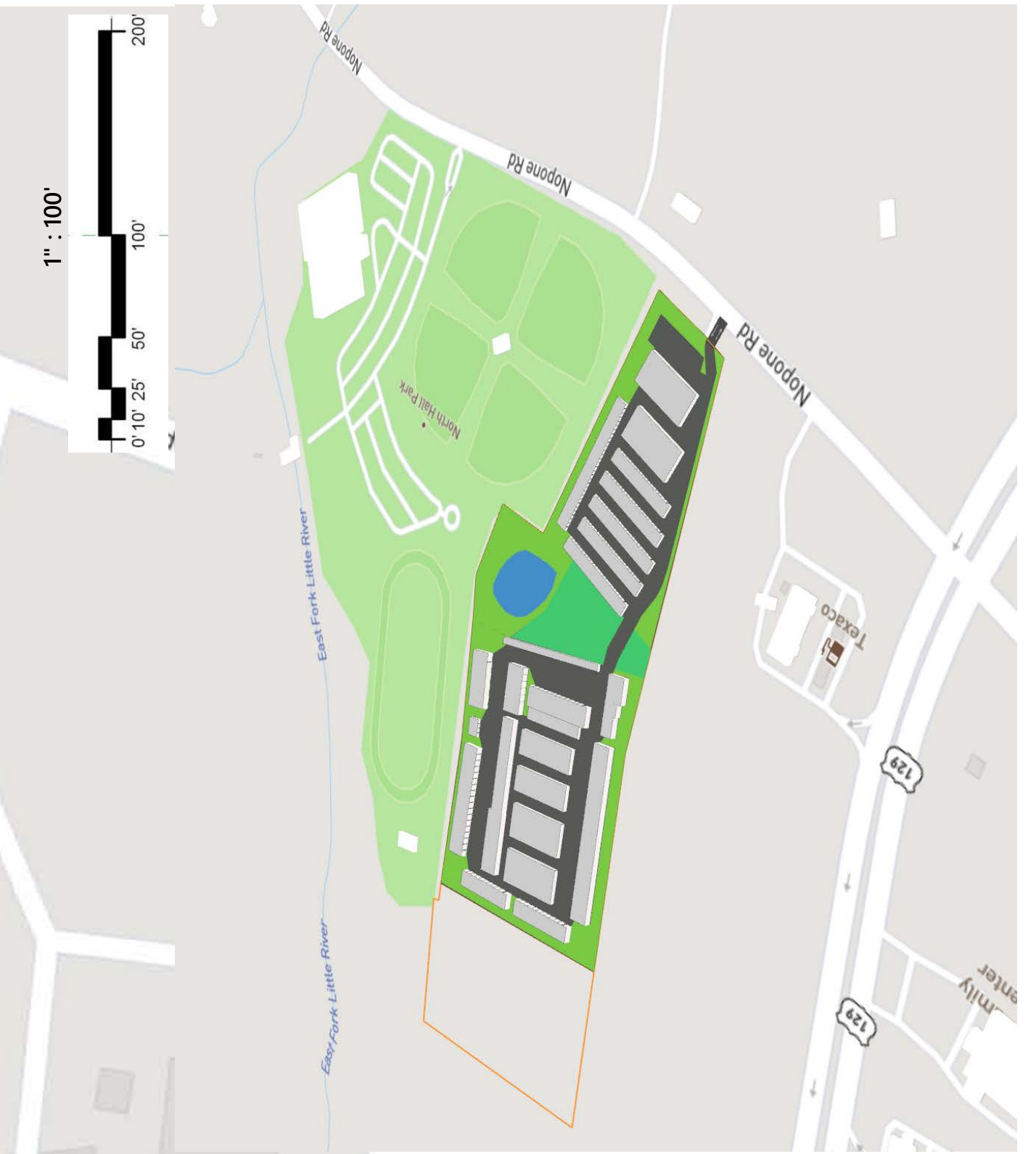
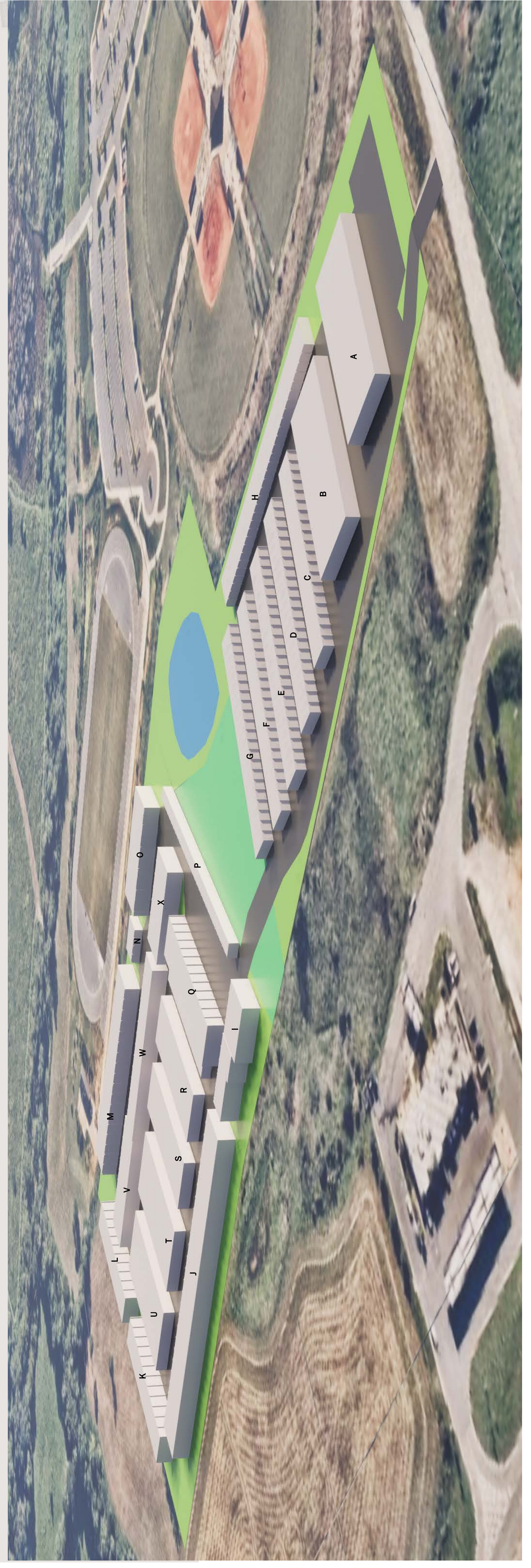


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PROJECT NO.	
DATE	04/04/24
SCALE	Not To Scale
NAME	John Hemphill



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Preliminary Site Plan Evaluation. 4151 Nopone Rd. Hall County, Georgia.
Overhead Summary.



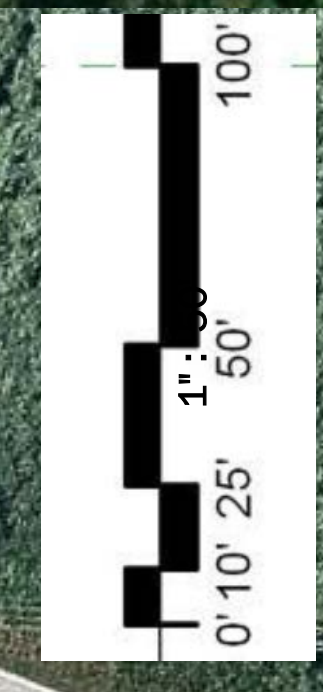
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PROJECT NO.	
DATE	04/04/24
SCALE	1" = 100'
NAME	John Hemphill

Preliminary Site Plan Evaluation. 4151 Nopone Rd. Hall County, Georgia.

Phase 1 & 2 Building Summary.



Phase 1 & 2 / Build	Dimensions	SF.	Roof	Pitch
Bldg. A	75 x 160 x 9.5 (CC) hybrid	12,000	Gable	¼ : 12
Bldg. B	75 x 160 x 9.5 (CC) hybrid	12,000	Gable	¼ : 12
Bldg. C	30x 190 x 8.5	5,700	Gable	¼ : 12
Bldg. D	30 x 210 x 8.5	6,300	Gable	¼ : 12
Bldg. E	30 x 220 x 8.5	6,600	Gable	¼ : 12
Bldg. F	30 x 220 x 8.5	6,600	Gable	¼ : 12
Bldg. G	30 x 220 x 8.5	6,600	Single	¼ : 12
Bldg. H	30 x 310 x 8.5	9,300	Single	¼ : 12
		65,100		



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DATE	04/05/24
SCALE	1"=50'
NAME	John Hemphill

Preliminary Site Plan Evaluation. 4151 Nopone Rd. Hall County, Georgia.

Phase 3 Building Summary.



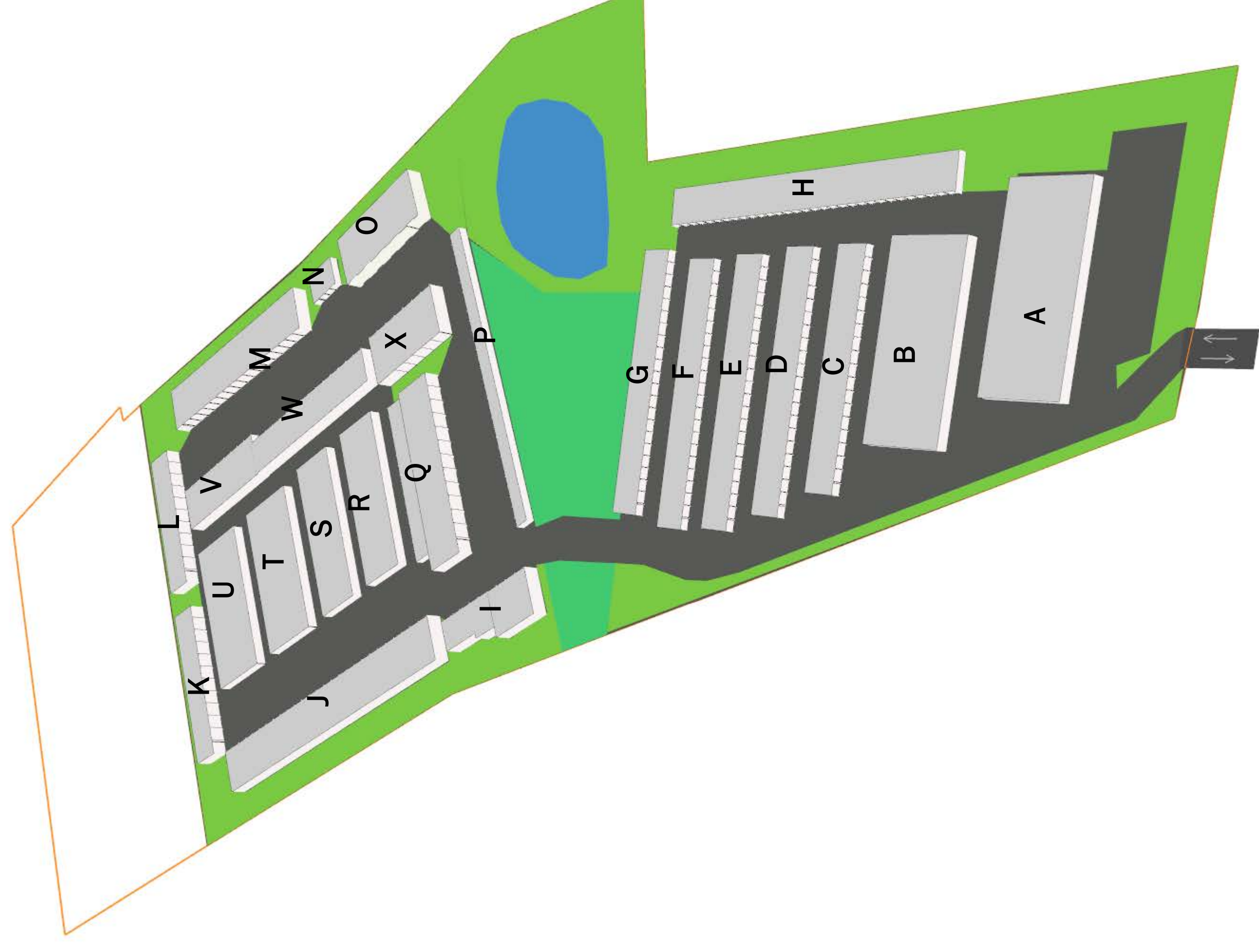
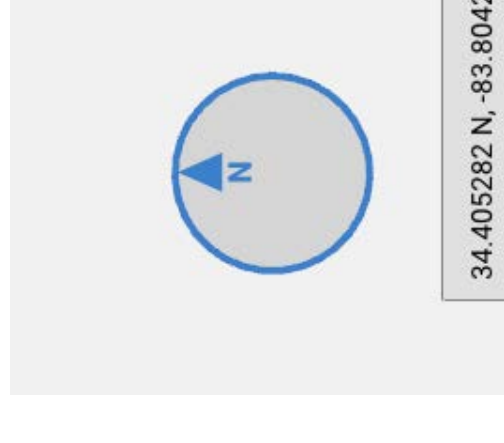
Phase 3 / Building	Dimensions	SF.	Roof	Pitch
Bldg. I	30x45x16, 35x28x16, 40x56x16	4,570	Single	½ : 12
Bldg. J	45x378x16	17,010	Single	½ : 12
Bldg. K	35 x 168 x 16	5,880	Single	½ : 12
Bldg. L	35 x 168 x 16	5,880	Single	½ : 12
Bldg. M	45 x 252 x 16	11,340	Single	½ : 12
Bldg. N	30 x 40 x 16	1,200	Single	½ : 12
Bldg. O	50 x 125 x 16	6,250	Single	½ : 12
Bldg. P	15x 300x 8.5	4,500	Single	½ : 12
Bldg. Q	30 x 160 x 16, 40x182x16	12,080	Single	½ : 12
Bldg. R	55x 160x 9.5 Hybrid. Cond.	8,800	Gable	½ : 12
Bldg. S	55x 160x 9.5 Hybrid. Cond.	8,800	Gable	½ : 12
Bldg. T	75x 160x 9.5 Hybrid. Cond.	12,000	Gable	½ : 12
Bldg. U	75x 160x 9.5 Hybrid. Cond.	12,000	Gable	½ : 12
Bldg. V	40x 140x 16	5,600	Gable	½ : 12
Bldg. W	35 x 210 x 16	7,350	Gable	½ : 12
Bldg. X	50x 105x 16	5,250	Gable	½ : 12
		128,510		

Excluded
4.08
Acres

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Preliminary Site Plan Evaluation. Nopone Rd. Hall County, Georgia.
Building Layout Details

Phase 1 & 2 / Build	Dimensions	SF.	Roof	Pitch
Bldg. A	75 x 160 x 9.5 (CC) hybrid	12,000	Gable	½ : 12
Bldg. B	75 x 160 x 9.5 (CC) hybrid	12,000	Gable	½ : 12
Bldg. C	30x 190 x 8.5	5,700	Gable	½ : 12
Bldg. D	30 x 210 x 8.5	6,300	Gable	½ : 12
Bldg. E	30 x 220 x 8.5	6,600	Gable	½ : 12
Bldg. F	30 x 220 x 8.5	6,600	Gable	½ : 12
Bldg. G	30 x 220 x 8.5	6,600	Single	½ : 12
Bldg. H	30 x 310 x 8.5	9,300	Single	½ : 12
		65,100		
Phase 3 / Building	Dimensions	SF.	Roof	Pitch
Bldg. I	30x45x16, 35x28x16,40x56x16	4,570	Single	½ : 12
Bldg. J	45x378x16	17,010	Single	½ : 12
Bldg. K	35 x 168 x 16	5,880	Single	½ : 12
Bldg. L	35 x 168 x 16	5,880	Single	½ : 12
Bldg. M	45 x 252 x 16	11,340	Single	½ : 12
Bldg. N	30 x 40 x 16	1,200	Single	½ : 12
Bldg. O	50 x 125 x 16	6,250	Single	½ : 12
Bldg. P	15x 300x 8.5	4,500	Single	½ : 12
Bldg. Q	30 x 160 x 16, 40x182x16	12,080	Single	½ : 12
Bldg. R	55x 160x 9.5 Hybrid. Cond.	8,800	Gable	½ : 12
Bldg. S	55x 160x 9.5 Hybrid. Cond.	8,800	Gable	½ : 12
Bldg. T	75x 160x 9.5 Hybrid. Cond.	12,000	Gable	½ : 12
Bldg. U	75x 160x 9.5 Hybrid. Cond.	12,000	Gable	½ : 12
Bldg. V	40x 140x 16	5,600	Gable	½ : 12
Bldg. W	35 x 210 x 16	7,350	Gable	½ : 12
Bldg. X	50x 105x 16	5,250	Gable	½ : 12
		128,510		
Totals		SF.		
Buildings 24		Sf. 193,610		

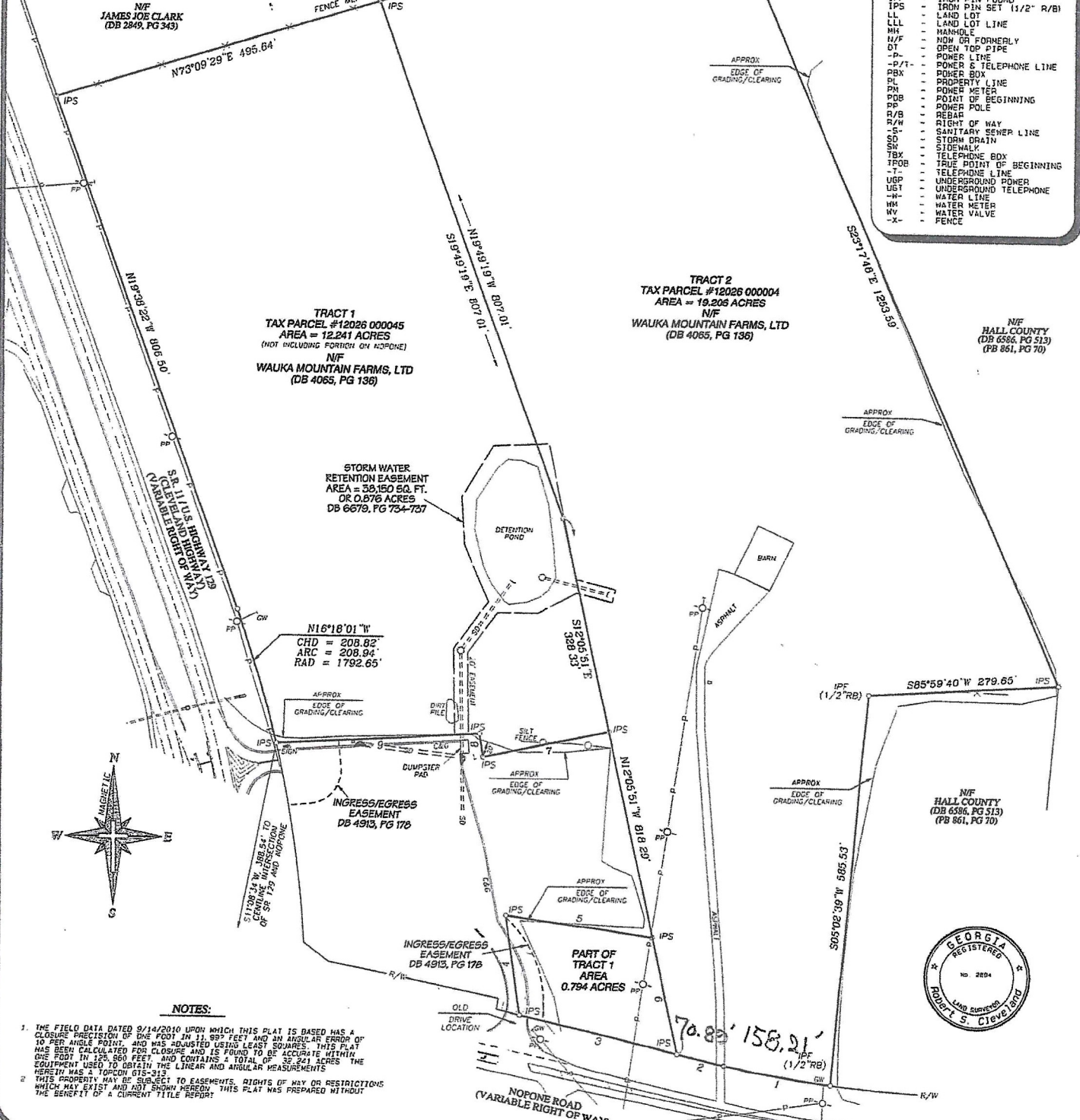


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LINE	CHORD BEARING	CHORD	ARC	RADIUS	LINE BEARING	DISTANCE
1	N80°41'27"W	158.21'	158.26'	1855.79'	7	S77°54'14"W 187.80'
2	N76°36'01"W	70.89'	70.89'		8	N08°21'16"W 34.91'
3	N76°36'01"W	236.21'	236.21'		9	S86°26'29"W 299.04'
4	N08°21'16"W	151.15'	151.15'			
5	S81°43'46"E	216.90'	216.90'			
6	S12°05'51"E	177.02'	177.02'			

LEGEND:

- CT - CRIMP TOP PIPE
- CL - CENTER LINE
- CMF - CONCRETE MONUMENT FOUND
- DB, PG - DEED BOOK, PAGE
- EASE - EASEMENT
- EA - EDGE OF ASPHALT
- FM - FIRE HYDRANT
- G - GAS LINE
- GW - GUY WIRE
- IPF - IRON PIN FOUND (1/2" RB)
- IPS - IRON PIN SET (1/2" R/B)
- LL - LAND LOT
- LLL - LAND LOT LINE
- MH - MANHOLE
- N/F - NOW OF FORMERLY
- DT - OPEN TOP PIPE
- P - POWER LINE
- P-T - POWER & TELEPHONE LINE
- PBX - POWER BOX
- PL - PROPERTY LINE
- PM - POWER METER
- PDB - POINT OF BEGINNING
- PP - POWER POLE
- R/B - REBAR
- R/W - RIGHT OF WAY
- S - SANITARY SEWER LINE
- SD - STORM DRAIN
- SN - SIDEWALK
- TBX - TELEPHONE BOX
- TPOB - TRUE POINT OF BEGINNING
- T - TELEPHONE LINE
- UBP - UNDERGROUND POWER
- UGT - UNDERGROUND TELEPHONE
- W - WATER LINE
- WM - WATER METER
- WV - WATER VALVE
- X - FENCE



NOTES:

1. THE FIELD DATA DATED 9/14/2010 UPON WHICH THIS PLAT IS BASED HAS A CLASURE PRECISION OF ONE FOOT IN 11,997 FEET AND AN ANGULAR ERROR OF 10 PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES. THIS PLAT HAS BEEN CALCULATED FOR CLASURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 125,860 FEET, AND CONTAINS A TOTAL OF 32,241 SQUARE FEET. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREIN WAS A TOPCON GTS-313.
2. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RIGHTS OF WAY OR RESTRICTIONS WHICH MAY EXIST AND NOT SHOWN HEREON. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.



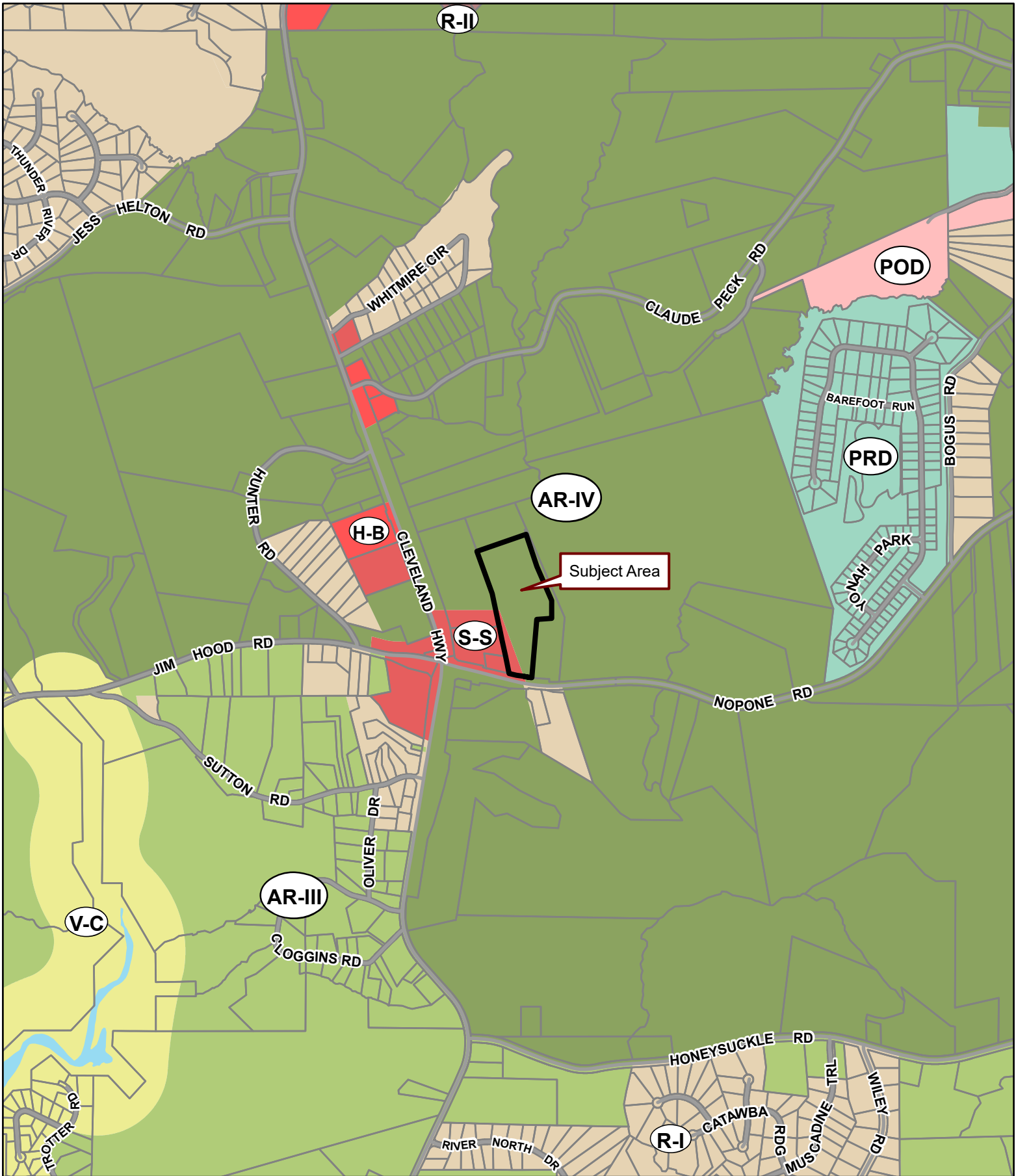
DATE	DESCRIPTION
REVISIONS	

PLAT OF SURVEY FOR:
WAUKA MOUNTAIN FARMS, LTD
 LOCATED IN
 LAND LOT 26,
 12th DISTRICT,
 HALL COUNTY, GEORGIA

Cleveland Land Surveying
 3637 Rocky Ford Terrace, Gainesville, Georgia 30506
 Office (678) 936-6163

DRAWN BY: SHANE DATE: 9/23/2010 PDF: G210023	SCALE: 1"=100' 	SHEET 1 OF 1
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JOB# G210023



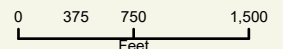
Applicant: JOHN HEMPHILL C/O CLOUDWALKER INVESTMENTS, LLC





Tax Parcel #: 12026 000004 (PT.)

Location: 4151 NOPONE ROAD, GAINESVILLE, GA 30506

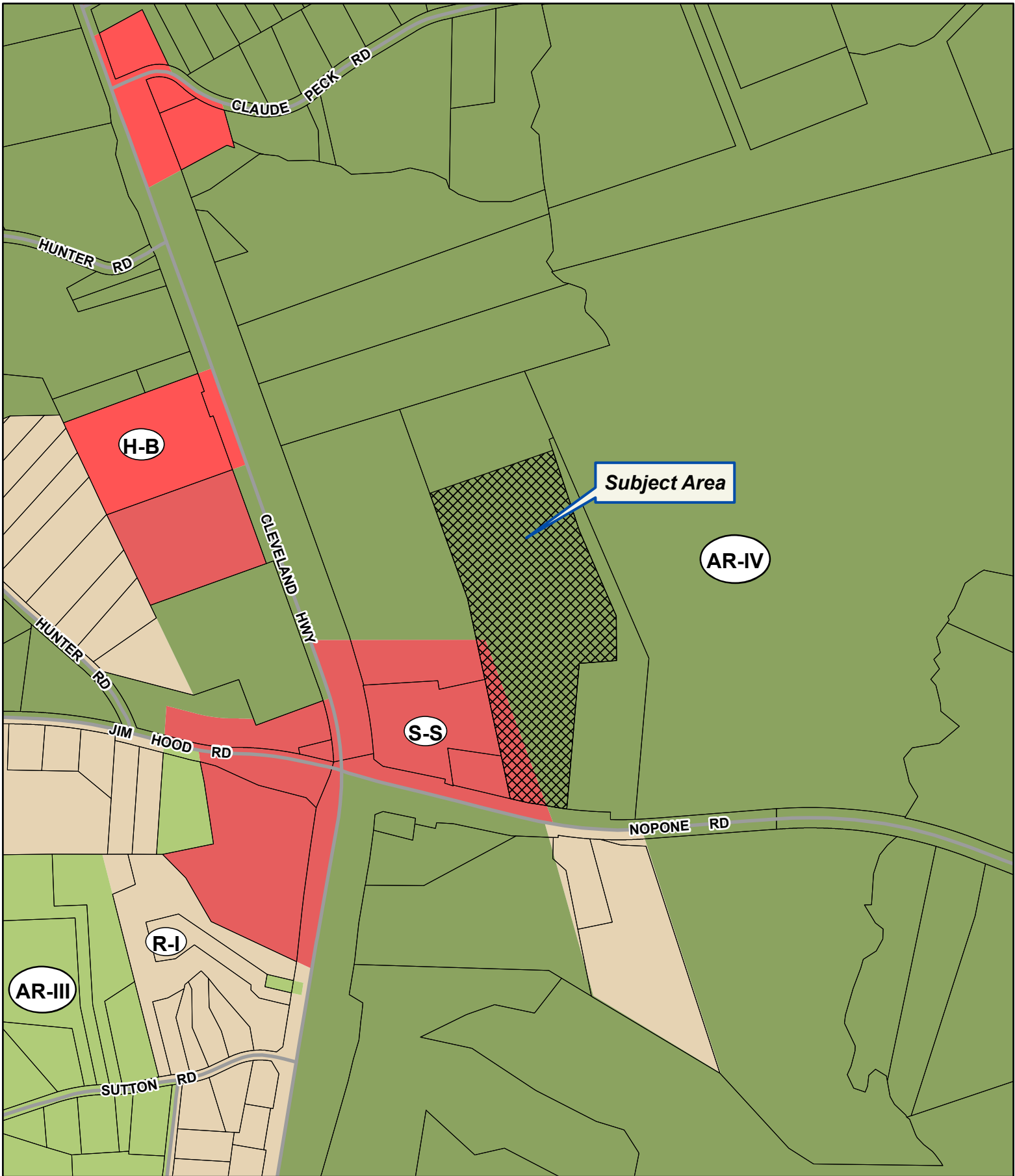
Commission District 3

PC Mtg. Date: 05/20/24



-  Zoning Boundary
-  City Limits
-  Subject Area
-  Structure





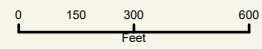
Applicant: JOHN HEMPHILL C/O CLOUDWALKER INVESTMENTS, LLC

Tax Parcel #: 12026 000004 (PT.)

Location: 4151 NOPONE ROAD, GAINESVILLE, GA 30506

Commission District 3

PC Mtg. Date: 05/20/24



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





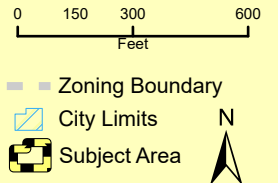
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Commission District 3

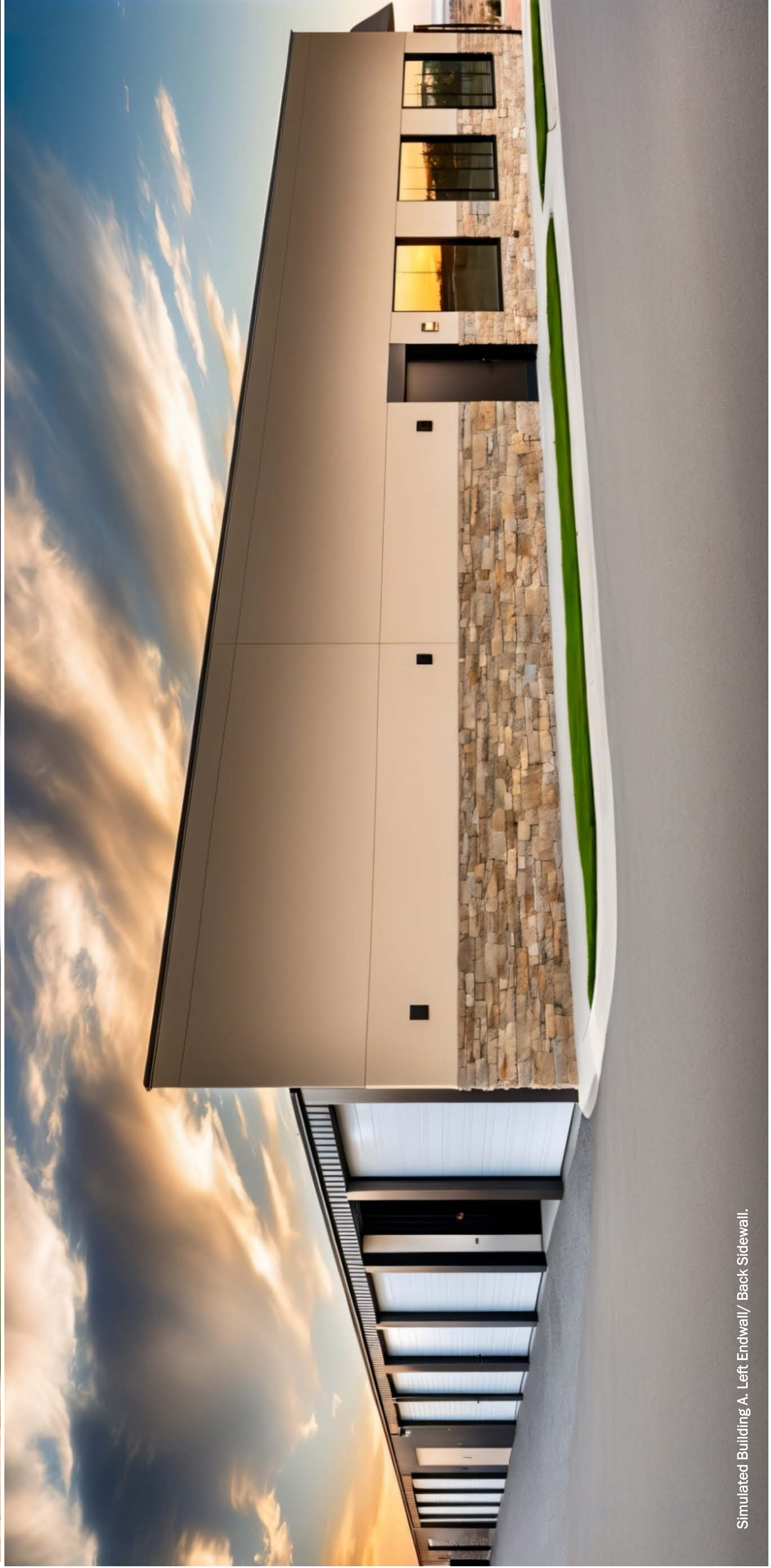
PC Mtg. Date: 05/20/24



Preliminary Site Plan Evaluation. 4151 Nopone Rd. Hall County, Georgia.



Simulated Building A, Left Endwall/ Front Sidewall.



Simulated Building A, Left Endwall/ Back Sidewall.

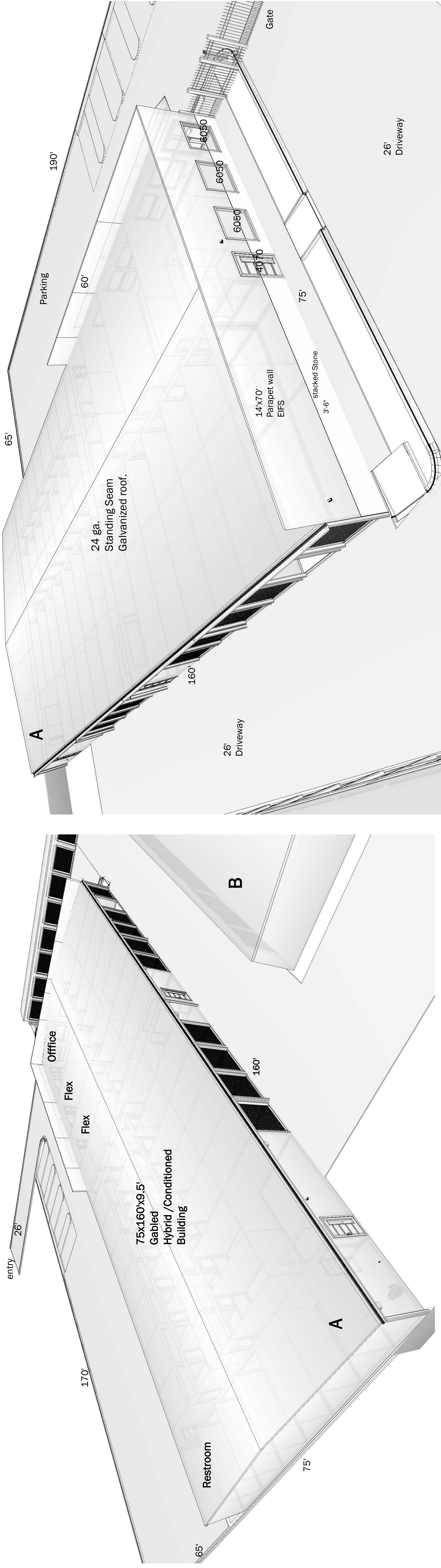
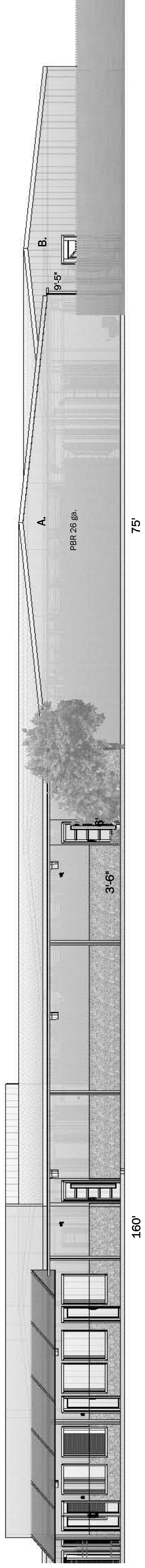
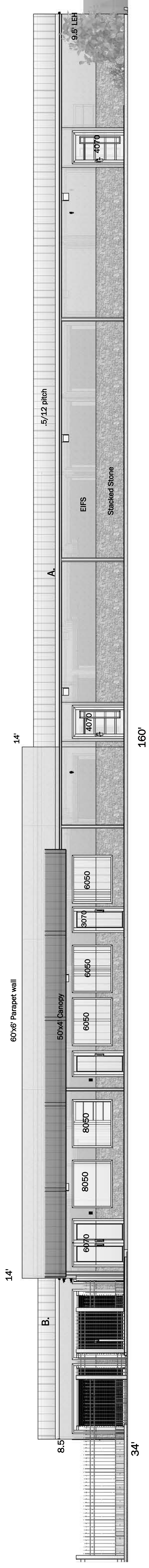


14.00 acres +/- Self Storage Facility

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PROJECT NO.	
DATE	04/04/24
SCALE	Not To Scale
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Preliminary Site Plan Evaluation. 4151 Nopone Rd. Hall County, Georgia.

Phase 1. Building A.



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DATE	03/04/24
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NAME	John Hemphill

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid \$ 0
Date 12/14/01
DWIGHT S. WOOD
Clerk Superior Court
By EB

GEORGIA, HALL COUNTY, CLERK
SUPERIOR COURT FILED IN OFFICE
AND RECORDED IN BOOK 4065
PAGE(S) 136-140 THIS 14
DAY OF Dec., 2001 AT 11:45 P.M.
DWIGHT S. WOOD, CLERK BY EB
11051

After recording, return to:
SMITH, GILLIAM, WILLIAMS AND MILES, P.A.
301 Green Street, P. O. Box 1098
Gainesville, Georgia 30503

WARRANTY DEED

000136

GEORGIA,
HALL COUNTY.

040419

THIS INDENTURE is made this 13th day of December, 2001, between

ROBERT E. WILLIAMS, JR., (hereinafter referred to as "Grantor")

AND

WAUKA MOUNTAIN FARMS, LTD. (hereinafter referred to as "Grantee")

("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits.)

WITNESSETH

GRANTOR, in consideration of love and affection and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following described property, to wit:

See Attached Exhibit "A"

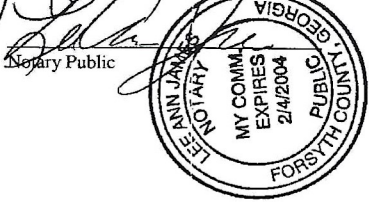
TO HAVE AND TO HOLD the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of all persons whomsoever.

EXECUTED under seal as of the date above.

Signed, sealed and delivered in
the presence of:

[Signature]
Unofficial Witness



[Signature: Robert E. Williams Jr.] (SEAL)
ROBERT E. WILLIAMS, JR.

Exhibit "A"

000137

Tract One

THE TRACT OF LAND HEREBY CONVEYED IS DESCRIBED AS FOLLOWS: All that certain tract or parcel of land containing One Hundred Twenty-Two and Four-Tenths (122.4) acres, more or less, situated, lying and being in Land Lot No. 36 in the 12th Land District of Hall County, Georgia, and more particularly described as follows: BEGINNING at a rock at the original land lot corner between Land Lots Nos. 13, 14, 35 and 36 of the 12th Land District of Hall County, Georgia; thence North 0 degrees 05 minutes West, 3300 feet along the original land lot line between Land Lots Nos. 13 and 36 in the 12th Land District of Hall County, Georgia, to the original land lot corner between Land Lots Nos. 13 and 36 in the 12th Land District of Hall County, Georgia, on the boundary line between White and Hall County, Georgia; thence due East along the North line of Land Lot No. 36 in the 12th Land District of Hall County, Georgia, which is the White County-Hall County boundary line, 1616.1 feet to an iron pin; thence South 0 degrees 05 minutes East 3300 feet along the lands of Hub Head to a rock on the original land lot line between Land Lots Nos. 35 and 36 in the 12th Land District of Hall County, Georgia; thence due West along the original land lot line between Land Lots Nos. 35 and 36 in the 12th Land District of Hall County, Georgia, 1616.1 feet to a rock at the original land lot corner between Land Lots Nos. 13, 14, 35 and 36 in the 12th Land District of Hall County, Georgia, the beginning corner.

Said tract of land being more particularly shown and delineated on a plat prepared by H. P. Farley, Jr., Georgia Registered Land Surveyor No. 1301 and William H. Collins, Georgia Registered Land Surveyor No. 1435, dated December 18, 1965, which plat is recorded in the Clerk's Office of the Superior Court of Hall County, Georgia, in Plat Book 48, Page 106-107, said plat and the record thereof are referenced incorporated herein.

Subject to existing highway and road right-of-ways and public utility easements.

Tract Two

All that tract or parcel of land lying in the 12th Land District, Land Lot No. 35, Hall County, Georgia and described in a plat made by Henry Bailey, registered Land Surveyor, Ga. registration No. 1586. Plat entitled, J. N. Chambers Estate, dated January 10, 1979. Reference is made to said plat for a more detailed description. This land is further described as follows: BEGINNING at a point in the center of a gravel road, known as Thompson Road, and on a line separating this land and land of Howard Wehunt, thence N 09 degrees 45' E along Wehunt land 86.85 feet to a point in a dirt road, thence continuing along Wehunt land North 09 degrees 45' E 711.93 ft. to an iron pin on original line between Land Lots 35 and 36 of the 12th Land District, and other land of grantee Robert Emil Williams, Jr. S 89 10' E 684.79 feet to iron pin set at corner of land of Carl M. Lathem. Thence S 01 degrees 26' W 798.88 feet to a rock between Lathem land and land of grantors herein, thence continuing along the Lathem line S 01 degrees 26' W 544.14 feet to a point in the center of the said Thompson Road. Thence following the centerline of the road, the following courses and distances. N 38 degrees 28' W 163.43 feet and N 33 degrees W 331.58 feet N 49 degrees 16' W 195.02 feet (arc 197.67) and N 65 degrees 32' W 208.41 feet and N 78 degrees 21' W 155.09 feet to the point of beginning in the center of said Thompson Road, containing 15.809 acres 1979 taxes to be prorated as of date of this deed.

This is a part of the land received by J. N. Chambers by deed from the heirs of the late Robert M. Chambers, dated December 29, 1911, recorded in deed book 26 page 256, in deed records of Clerk of Superior Court, Hall County, Georgia, This is also a part of the land received in deed to J. N. Chambers from Judy C. Staton, dated January 2, 1930 and recorded in the records of the Clerk of Superior Court, Hall County, Georgia, in deed book 58, page 477.

Tract Three

All that tract or parcel of land lying and being in Land Lots 13 and 14 of the 12th Land District of Hall County, Georgia, as shown on a survey of the property of Bobby Patterson and E. C. Jowers, prepared by Owen Patton, Registered Surveyor, dated January 10, 1973, and recorded in Plat Book 51, page 266, of the Hall County, Georgia Deed Records, to which plat and the recording thereof reference is hereby made for purposes of description.

This being the same property conveyed in a Warranty Deed from Bobby Patterson to Robert E. Williams dated July 15, 1976, and recorded in Deed Book 604, page 540, Hall County, Georgia Deed Records.

RW

Tract Four

All that tract or parcel of land lying and being in Land Lot 35 in the 12th Land District of Hall County, Georgia, and more fully described as follows: BEGINNING at an iron pin at the corner common to Lots 13, 14, 35 and 36; thence south 88° 50' east 515.16 feet; thence along the east side of drive south 13° 7' east 176.68 feet and south 29° 16' east 294.19 feet; thence south 88° 06' east 107.71 feet to an iron pin; thence south 09° 45' west 384.6 feet to center of Thompson Road; thence westerly along center line of Thompson Road 775 feet, more or less, to the line between Lots 14 and 35; thence north 0° 2' east 560.2 feet to the beginning corner. Containing 9.748 acres.

Tract Five

000138

All that tract or parcel of land in Land Lot 35 in the 12th District of Hall County, Georgia described as follows: TO FIND THE TRUE POINT OF BEGINNING commence at the center of Thompson Road on the line between Lots 35 and 14; thence S 83 deg. 18 min. E 65.02 feet and S 75 deg. 52 min. E 139.4 feet to the TRUE POINT OF BEGINNING; thence easterly along the center line of Thompson Road 550 feet, more or less to Mrs. J.N. Chambers property; thence S.09 deg. 45 min. W 194.01 feet to an iron pin; thence N. 76 deg. 46 min. W 527.86 feet to an iron pin; thence N 00 deg. 21 min. E 290.44 feet to the beginning corner.

Tract Six

All that tract or parcel of land lying and being in Land Lot: number 35 of the 12th land district of Hall County, Georgia, and being more particularly described as follows: BEGINNING at a rock on the north original line of said Land Lot number 35, said beginning rock corner being the northeast corner of the H.J.W. Wehunt property; thence leaving said original land lot line and running a conditional line south to a point at old terrace; thence along and with said old terrace in a westerly direction to a point on a dirt road; thence up and along said dirt road northerly to a point on the north original line of said lot number 35; thence along and with the original line of said lot number 35 east to a rock and beginning corner, containing 3 acres, more or less.

This is the property conveyed by H.J.W. Wehunt to Benjamin C. O'Kelley and Virginia D. O'Kelley by warranty deed dated August 31, 1973 and recorded at deed book 525, page 558.

Tract Seven

SECTION ONE: All that certain tract or parcel of land situated, lying and being in Land Lots Number 13 and Number 14 in the 12th Land District of Hall County, Georgia on the North side of Wauka Mountain Road, and more particularly described as follows: BEGINNING at an iron pin on the North side of the right-of-way of Wauka Mountain Road on the original Land Lot lines between Land Lots Numbers 14 and 35 in the 12th Land District of Hall County, Georgia; thence in a Westerly direction along the North side of the right-of-way of said Wauka Mountain Road 500 feet to an iron pin in the middle of an old road at the corner of the land of Mrs. Cora Mae Brady; thence along said old road and, or lands of Mrs. Cora Mae Brady North 46° 30' West 280 feet; North 23° 20' West 163 feet; North 50° 38' West 139 feet and North 67° 58' West 160 feet; and North 64° 48' West 215 feet to an iron pin on a branch; thence in a Westerly direction along the meanderings of said branch 435 feet to an iron pin on the Southeast side of a creek; thence South 68° 19' West 84 feet to an iron pin (said last two described boundary lines being also the boundary lines between the property herein described and lands of Mrs. Cora Mae Brady); thence North 13° 50' West 377 feet to an iron pin; thence along the lands now or formerly of Loy Adams North 16° East 194 feet and North 19° 20' East 302 feet to an iron pin at a Sourwood tree; thence continuing along the lands now or formerly of Loy Adams North 13° East 255 feet; North 22° 20' East 375 feet; North 22° 35' East 300 feet; North 22° 5' East 251 feet; North 23° 10' East 220 feet; North 14° 50' East 162 feet; North 18° 20' East 144 feet, North 16° 33' East 113 feet; North 19° 20' East 306 feet and North 16° 28' East 484 feet to the North original Land Lot line of Land Lot Number 13 in the 12th Land District of Hall County, Georgia, which is also the County line between White and Hall Counties, Georgia; thence due East 807 feet, more or less, along the North original Land Lot line of said Lot Number 13 to the original Northeast corner of Lot Number 13 and Northwest corner of Lot Number 36 in the 12th Land District of Hall County, Georgia, at a rock; thence due South 715 feet, more or less, along the line between Land Lots Number 13 and Number 36 to property of R. E. Williams, Sr.; thence along line of property of R. E. Williams, Sr., South 48° 50' West 258.1 feet and South 14° West 900 feet and South 19° 33' West 1248.3 feet and South 13° 10' East 176 feet and South 22° 45' West 85 feet and South 56° 10' West 165 feet; thence along centerline of branch South 82° 30' East 120 feet, South 61° East 345 feet, South 70° East 124 feet, South 72° 45' East 183 feet and South 80° 35' East 235 feet; thence along the line between Land Lots Number 14 and Number 35 South 260 feet to the beginning corner.

RW

SECTION TWO: All that tract or parcel of land situated, lying and being in Land Lot Number 14 in the 12th Land District of Hall County, Georgia on the South side of the right-of-way of Wauka Mountain Road and more particularly described as follows: BEGINNING at an iron pin on the South side of the right-of-way of said Wauka Mountain Road on the original Land Lot line between Land Lots Number 14 and Number 35 in the 12th Land District of Hall County, Georgia; thence due South along the original Land Lot line last above described 125 feet to an iron pin; thence South 88° 10' West 125 feet to an iron pin along the lands of Y. D. Thompson; thence due North 125 feet along the lands of Y. D. Thompson to an iron pin on the South side of the right-of-way of Wauka Mountain Road; thence North 88° 10' East 125 feet along the South side of the right-of-way of Wauka Mountain Road to an iron pin at the beginning corner.

000139

Said above two described tracts of land, containing 79 acres, more or less, being more particularly shown and delineated on a plat prepared by Patton-Patton & Associates, Georgia Registered Land Surveyors, dated 5-6-85, entitled "Plat for E. C. Jowers."

Being the property conveyed to E. C. Jowers and Mrs. Ida Lucille H. Jowers by Warranty Deed from Y. D. Thompson, et al., dated February 2, 1968, recorded in Book 636 at pages 233-235, Hall County, Georgia Deed records, LESS the portion thereof decreed to belong to Bobby Patterson in Civil Action No. B-14,095 in the Superior Court of Hall County, Georgia.

Tract Eight

All that tract of land containing 59.201 acres in land lot 13 in the 12th land district of Hall County, Georgia, described as follows: BEGINNING at an iron pin on the northeast side of the right of way of Ransom Free Road, located 1358 feet, more or less, southeast of the centerline of Jones Road at its intersection with Ransom Free Road; thence from said beginning point north 61 degrees 53 minutes east 336.58 feet; thence north 56 degrees 40 minutes east 339.35 feet to an iron pin; thence north 31 degrees 12 minutes 16 seconds east 353.17 feet; thence north 30 degrees 25 minutes east 1903.07 feet along fence line to an iron pin; thence north 88 degrees 09 minutes 32 seconds east 754.18 feet along line between Hall County and White County to an iron pin located north 89 degrees 24 minutes 35 seconds west 807 feet from corner common to Lots 1, 36, 13 and 24; thence south 17 degrees 03 minutes 25 seconds west 484 feet and south 19 degrees 55 minutes 25 seconds west 306 feet and south 17 degrees 08 minutes 25 seconds west 113 feet and south 18 degrees 55 minutes 25 seconds west 144 feet and south 15 degrees 25 minutes 55 seconds west 162 feet to an iron pin; thence south 23 degrees 45 minutes 25 seconds west 220 feet and south 22 degrees 40 minutes 25 seconds west 251 feet and south 23 degrees 10 minutes.25 seconds west 300 feet to an iron pin; thence south 22 degrees 55 minutes 25 seconds west 375 feet and south 13 degrees 35 minutes 25 seconds west 255 feet to an iron pin; thence south 19 degrees 55 minutes 25 seconds west 302 feet and south 16 degrees 37 minutes 49 seconds west 108.39 feet to centerline of branch; thence along centerline of branch north 06 degrees 37 minutes 28 seconds east 17.05 feet and north 37 degrees 53 minutes 53 seconds west 36.96 feet and north 06 degrees 15 minutes 42 seconds west 22.15 feet and north 29 degrees 15 minutes 43 seconds west 48.07 feet and north 37 degrees 01 minute 29 seconds west 77.26 feet and south 40 degrees 07 minutes 19 seconds west 4.97 feet and north 49 degrees 51 minutes 31 seconds west 27.89 feet and north 46 degrees 39 minutes 50 seconds west 46.39 feet and north 29 degrees 41 minutes 19 seconds west 42.82 feet and north 55 degrees 58 minutes west 53.46 feet and north 47 degrees 55 minutes 44 seconds west 67.16 feet and south 86 degrees 04 minutes 43 seconds west 16.36 feet and north 68 degrees 04 minutes 36 seconds west 19.28 feet and north 44 degrees 45 minutes 10 seconds west 33.15 feet and north 43 degrees 15 minutes 15 seconds west 39.61 feet and north 31 degrees 42 minutes 13 seconds east 14.22 feet and north 39 degrees 18 minutes 52 seconds west 18.73 feet and south 62 degrees 44 minutes 19 seconds west 29.97 feet and north 57 degrees 32 minutes 56 seconds west 12.03 feet and north 28 degrees 00 minutes 52 seconds east 12.41 feet; thence north 76 degrees 48 minutes 16 seconds west 755.55 feet to an iron pin; thence south 61 degrees 53 minutes west 340.45 feet to an iron pin; thence along northeast side of right of way of Ransom Free Road north 25 degrees 43 minutes 58 seconds west 100.09 feet to the beginning corner.

Said property is shown by plat of Farley-Collins Associates dated April 27, 1988, revised October 8, 1991, entitled property of Johnny Boggs, Jr. and Geneva Ann Boggs.

Tract Nine

All that tract or parcel of land lying and being in land lots 26 and 47, 12th land district, Hall County, Georgia, and being described as 167.48 acres, more or less, according to a plat for Robert E. Williams, Jr., dated August 15, 1996, and prepared by Henry G. Jarrard, registered surveyor, which plat is recorded at plat slide 552, page 101A and incorporated herein by reference.

RW

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 25 and 26 of the 12th Land District and the 570 Georgia Militia District of Hall County, Georgia, being more particularly described as follows: BEGINNING at a point 16.042 feet right of and opposite Station 1+689.370 on the construction centerline of US 129/SR 11/Jim Hood Road/Noone on Georgia Highway Project No. STP-002-6(60) from the Point of Beginning. Said Point of Beginning also being the beginning of a curve, said curve having central angle $-18^{\circ}46'16''$, radius 1048.590 feet, chord bearing $N 0^{\circ}45'16.4'' W$, and chord distance 326.720 feet. Along the said curve for an arc distance of 328.056 feet to the end of the curve.

000140

Thence $N 19^{\circ}43'01.9'' W$ for 975.357 feet to a point on the boundary.
Thence $N 73^{\circ}21'51.1'' E$ for 122.408 feet to a point on the boundary.
Thence $S 19^{\circ}43'01.8'' E$ for 806.509 feet to the beginning of a curve, said curve having central angle $-17^{\circ}1'53''$, radius 1792.647 feet, chord bearing $S 11^{\circ}35'06.6'' E$, and chord distance 507.155 feet. Along the said curve for an arc distance of 508.862 feet to the end of the curve.

Thence $S 52^{\circ}09'12.8'' E$ for 45.689 feet to a point on the boundary.
Thence $S 78^{\circ}19'32.4'' E$ for 255.905 feet to a point on the boundary.
Thence $S 11^{\circ}40'27.6'' W$ for 16.404 feet to a point on the boundary.
Thence $S 76^{\circ}40'41.3'' E$ for 342.336 feet to the beginning of a curve, said curve having central angle $10^{\circ}48'37''$, radius 1855.791 feet, chord bearing $S 83^{\circ}29'14.3'' E$, and chord distance 333.915 feet. Along the said curve for an arc distance of 334.367 feet to the end of the curve.

Thence $S 1^{\circ}21'03.8'' W$ for 29.817 feet to the beginning of a curve, said curve having central angle $13^{\circ}14'14''$, radius 1586.691 feet, chord bearing $N 82^{\circ}11'36.8'' W$, and chord distance 349.354 feet. Along the said curve for an arc distance of 350.063 feet to the end of the curve.

Thence $N 75^{\circ}52'23.2'' W$ for 724.549 feet to the Point of Beginning. Containing 4.160 acres more or less.

RW

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Wednesday, April 17, 2024 9:51 AM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning); Kristie Turner (Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 5.20.24

Please find Environmental Health comments below:

Item 1, 3634 Oakland Lane, Parra: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 3001 Athens Hwy, Carroll Daniel: No comment.

Item 3, 4216 Winder Hwy, Johnson: No comment. Public sewer.

Item 4, 4610/4616 Winder Hwy; Georgia South: No comment. Public sewer.

Item 5, 4549 Clarks Bridge, Allen: No comment.

Item 6, 4745 Cagle Mill Road, Boling: No comment. Public sewer.

Item 7, 4745 Cagle Mill Road, Boling: No comment. Public sewer.

Item 8, 4151 Nopone Road, Hemphill: 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 9, 5052 Cagle Road, Poole: No comment. Public sewer.

Item 10, 5079 Old Winder Hwy, Gilliam: No comment. Public sewer.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Thursday, April 18, 2024 4:52 PM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Planning Agenda for May 20, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See comments in red below.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, April 11, 2024 12:27 PM
Subject: Tentative Planning Agenda for May 20, 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, May 20, 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, April 18th**. Email comments to Beth (bgarmon@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – May 6, 2024

NEW BUSINESS

1. [3634 Oakland Lane | Variance | 17.240.010. to reduce the rear yard setback | on a 0.30± acre tract located on the west side of Oakland Lane, approximately 340 feet from its intersection with Pleasant Hill Road | Zoned R-I; Tax Parcel 08032 000045 | Proposed Use: Residential addition | * Commission District 4 | Alexandra Parra, applicant](#) **GDOT coordination not required.**
2. [3001 Athens Highway | Variance | 17.420.050.F. to allow for an internally illuminated monument sign within GCOD | on an 80.79± acre tract located on the east side of Athens Highway \(GA-11\), at its intersection with Baker Road | Zoned I-I & AR-IV \(GCOD\); Tax Parcel 15023 000040 | Propose Use: Monument sign | * Commission District 3 | Carroll Daniel Construction Co. attn: Robert Tieman, applicant](#) **GDOT coordination not required**
3. [4216 Winder Highway | Variance | 17.420.060. to allow for two wall signs within GCOD | on a 3.93± acre tract located on the west side of Winder Highway \(GA-53\), approximately 490 feet from its intersection with Martin Road | Zoned H-B \(GCOD\); Tax Parcel 15044B000011 | Propose Use: Wall sign | * Commission District 1 | Serena Johnston/The Huxton Group, LLC, applicant](#) **GDOT coordination not required.**

4. [4610 & 4616 Winder Highway | Amend Conditions of Zoning](#) | on a combined 31.64± acre tract located on the south side of Winder Highway (GA-53); at its intersection with Plantation Drive | Zoned PRD; Tax Parcels 15037A000070 & 15037A000001 | **Proposed Use: 88-unit townhome development** | ** Commission District 1 | **Georgia South Development, LLC, applicant** **Will required GDOT coordination for driveway access to SR 53/ Winder Hwy**
5. [4549 Clarks Bridge Road | Use Subject to County Commission Approval](#) | on a 11.68± acre tract located on the west side of Clarks Bridge Road (GA-284), approximately 90 feet from North Browning Bridge Road | Zoned AR-IV; Tax Parcel 12071 000052 | **Proposed Use: Equestrian center with variances from the standards** | ** Commission District 3 | **Marie Allen, applicant** **Will required GDOT coordination to ensure that added traffic volumes do not adversely impact the state route intersection**
6. [4745 Cagle Mill Road, 4673 & 4691 Noah Martin Drive | Rezone](#) | from Agricultural Residential III (AR-III) & Agricultural Residential IV (AR-IV) to Planned Residential Development (PRD) | on a combined 130.84± acre tract located on the west side of Cagle Mill Road, at its intersection with Noah Martin Drive | Zoned AR-III & AR-IV; Tax Parcels 15007 000254 (pt.), 15019 000043 & 15019 000114 | **Proposed Use: 349-unit residential development** | ** Commission District 3 | **Josh Boling, applicant** **Will required GDOT coordination for driveway access to SR 365/ Cornelia Hwy**
7. [4745 Cagle Mill Road | Rezone](#) | from Agricultural Residential III (AR-III) & Agricultural Residential IV (AR-IV) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a 10.59± acre tract located on the east side of Cornelia Highway (GA-365), approximately 4,970 feet from Cagle Road | Zoned AR-III & AR-IV; Tax Parcel 15007 00254 (pt.) | **Proposed Use: Industrial development** | ** Commission District 3 | **Josh Boling, applicant** **Will required GDOT coordination for driveway access to SR 365/ Cornelia Hwy**
8. [4151 Nopone Road | Rezone](#) | from Agricultural Residential IV (AR-IV) & Suburban Shopping (S-S) to Planned Industrial Development (PID) | on a 14.06± acre tract located on the north side of Nopone Road, approximately 623 feet from its intersection with Cleveland Highway (GA-11) | Zoned AR-IV & S-S; Tax Parcel 12026 000004 (pt.) | **Proposed Use: Self-storage facility** | ** Commission District 3 | **John Hemphill c/o Cloudwalker Investments, LLC, applicant** **GDOT coordination not required**
9. [5052 Cagle Road | Rezone](#) | from Agricultural Residential IV (AR-IV) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a 20.98± acre tract located on the south side of Cagle Road, at its intersection with Lula Road (GA-52) | Zoned AR-IV; Tax Parcel 09084 000003 | **Proposed Use: Industrial development** | ** Commission District 3 | **Gregg Poole, applicant** **Will required GDOT coordination for driveway access to SR 52**
10. [5079 Old Winder Highway | Rezone](#) | from Residential I (R-I) to Planned Residential Development (PRD) | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection with Daylily Drive | Zoned R-I; Tax Parcel 15038 000059 | **Proposed Use: 105-unit townhome development** | ** Commission District 1 | **Steven P. Gilliam, applicant** **Will required GDOT coordination for driveway access to state route**

*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, June 27, 2024**, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, June 27, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

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



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: April 18, 2024

t: 770.531.6800 | f: 770.531.3945

Subject: May 20, 2024 - Hall County Planning Commission Agenda

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the May 20, 2024 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. [3634 Oakland Lane | Variance | 17.240.010. to reduce the rear yard setback | on a 0.30± acre tract located on the west side of Oakland Lane, approximately 340 feet from its intersection with Pleasant Hill Road | Zoned R-I; Tax Parcel 08032 000045 | Proposed Use: Residential addition | * Commission District 4 | Alexandra Parra, applicant](#)

- a. **Engineering:** No comment.
- b. **Traffic:** No comment.
- c. **Utilities:** No comment.

2. [3001 Athens Highway | Variance | 17.420.050.F. to allow for an internally illuminated monument sign within GCOD | on an 80.79± acre tract located on the east side of Athens Highway \(GA-11\), at its intersection with Baker Road | Zoned I-I & AR-IV \(GCOD\); Tax Parcel 15023 000040 | Propose Use: Monument sign | * Commission District 3 | Carroll Daniel Construction Co. attn: Robert Tieman, applicant](#)

- a. **Engineering:** No comment
- b. **Traffic:** No comment.
- c. **Utilities:** No comment

3. [4216 Winder Highway | Variance | 17.420.060. to allow for two wall signs within GCOD | on a 3.93± acre tract located on the west side of Winder Highway \(GA-53\), approximately 490 feet from its intersection with Martin Road | Zoned H-B \(GCOD\); Tax Parcel 15044B000011 | Propose Use: Wall sign | * Commission District 1 | Serena Johnston/The Huxton Group, LLC, applicant](#)

- a. **Engineering:** No comment.
- b. **Traffic:** No comment
- c. **Utilities:** No comment

4. [4610 & 4616 Winder Highway | Amend Conditions of Zoning | on a combined 31.64± acre tract located on the south side of Winder Highway \(GA-53\); at its intersection with Plantation Drive | Zoned PRD; Tax Parcels 15037A000070 & 15037A000001 | Proposed Use: 88-unit townhome development | ** Commission District 1 | Georgia South Development, LLC, applicant](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show FEMA and Hall County studied Flood plains that are present on site
Roads should be private
 - b. **Traffic:** GDOT access permit required
Recommend internal roadways be private and maintained by an HOA or property management company.
Unit driveways are shown as 22 feet in length to the sidewalk parked vehicles may protrude onto the right-of-way. Larger vehicles may protrude over the sidewalk. Recommend a minimum of 22 feet driveways to the proposed right-of-way and not to the sidewalk.
 - c. **Utilities:** Sanitary sewer located adjacent to site.

5. [4549 Clarks Bridge Road | Use Subject to County Commission Approval | on a 11.68± acre tract located on the west side of Clarks Bridge Road \(GA-284\), approximately 90 feet from North Browning Bridge Road | Zoned AR-IV; Tax Parcel 12071 000052 | Proposed Use: Equestrian center with variances from the standards | ** Commission District 3 | Marie Allen, applicant](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
 - b. **Traffic:** No comment
 - c. **Utilities:** No comment

6. [4745 Cagle Mill Road, 4673 & 4691 Noah Martin Drive | Rezone | from Agricultural Residential III \(AR-III\) & Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 130.84± acre tract located on the west side of Cagle Mill Road, at its intersection with Noah Martin Drive | Zoned AR-III & AR-IV; Tax Parcels 15007 000254 \(pt.\), 15019 000043 & 15019 000114 | Proposed Use: 349-unit residential development | ** Commission District 3 | Josh Boling, applicant](#)
 - a. **Engineering:** Property is in major flood area
Show FEMA and Hall County studied Flood plains that are present on site
Property is in north Oconee WPD
Show N. Oconee WPD buffers
No rise study required for construction in flood zone
Roads should be private
 - b. **Traffic:** Roadways are shown as private, however, this should be required.

Access from Cornelia Hwy (SR 365) is shown as private, however, Label indicates “end of county maintained right-of-way” internally. Clarify. Additional comments may be necessary after clarification.

Fire only access on White Hall Road must be gated and no ability for internal traffic to turn around is provided

Recommend the gravel section of Cagle Mill Road be improved to county paved standards to White Hall Road in order to facilitate site traffic to and from Old Cornelia Hwy.

Site plan indicates a fire only access on Cagle Mill Road labeled as “Gated fire only entrance with Knox Box” However no access is shown. Clarify.

GDOT permit required for Cornelia Hwy (SR 365) access.

- c. **Utilities:** Hall County lift station on GA 365

- 7. [4745 Cagle Mill Road | Rezone | from Agricultural Residential III \(AR-III\) & Agricultural Residential IV \(AR-IV\) to Planned Industrial Development \(PID\) & Gateway Corridors Overlay District \(GCOD\) | on a 10.59± acre tract located on the east side of Cornelia Highway \(GA-365\), approximately 4,970 feet from Cagle Road | Zoned AR-III & AR-IV; Tax Parcel 15007 00254 \(pt.\) | Proposed Use: Industrial development | ** Commission District 3 | Josh Boling, applicant](#)

- a. **Engineering:** See #6 comments

- b. **Traffic:** GDOT permit required for Cornelia Hwy (SR365) access.

- Very short section of entrance is proposed to be county maintained but should be a private driveway.

- c. **Utilities:** Hall county lift station on GA 365

- 8. [4151 Nopone Road | Rezone | from Agricultural Residential IV \(AR-IV\) & Suburban Shopping \(S-S\) to Planned Industrial Development \(PID\) | on a 14.06± acre tract located on the north side of Nopone Road, approximately 623 feet from its intersection with Cleveland Highway \(GA-11\) | Zoned AR-IV & S-S; Tax Parcel 12026 000004 \(pt.\) | Proposed Use: Self-storage facility | ** Commission District 3 | John Hemphill c/o Cloudwalker Investments, 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:** Access must meet Hall County Commercial standards

- A trip generation report and turn lane analysis must be completed to determine if improvements to Nopone Road are warranted.

- c. **Utilities:** No gravity sewer lift station adjacent to site

- 9. [5052 Cagle Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Industrial Development \(PID\) & Gateway Corridors Overlay District \(GCOD\) | on a 20.98± acre tract located on the south side of Cagle Road, at its intersection with Lula Road \(GA-52\) | Zoned AR-IV; Tax Parcel 09084 000003 | Proposed Use: Industrial development | ** Commission District 3 | Gregg Poole, 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:** GDOT permit required for access to Lula Road (SR 52) Internal road should be private and not County maintained. No access to Cagle Road is shown on the site plan, however, recommend a condition that access to Cagle Road is prohibited.
- c. **Utilities:** No sanitary sewer lines available.

10. [5079 Old Winder Highway | Rezone | from Residential I \(R-I\) to Planned Residential Development \(PRD\) | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection with Daylily Drive | Zoned R-I; Tax Parcel 15038 000059 | Proposed Use: 105-unit townhome development | ** Commission District 1 | Steven P. Gilliam, 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. Roads should be private
- b. **Traffic:** GDOT approval / permit required for Old Winder Hwy (SR211) Internal roadways shown on site plan will not meet county standards and no variances were requested. If approved as shown, recommend roadways be private and not county maintained. Unit driveways are shown as 22 feet in length to the sidewalk. Parked vehicles may protrude onto the right-of-way. Larger vehicles may protrude over the sidewalk. Recommend a minimum of 22 feet driveways to proposed right-of-way and not to the sidewalk.
- c. **Utilities:** No sanitary sewer adjacent to site

Anael Dominguez (CDI: Planning)

From: Cher Melendez (Tax Assessors)
Sent: Wednesday, April 17, 2024 12:38 PM
To: Anael Dominguez (CDI: Planning)
Subject: RE: Tentative Planning Agenda for May 20, 2024

Anael,

My CUVA findings:

(8) **4151 Nopone Road/Rezone** property owner Bob Williams has been given notice of breach
(9) **5052 Cagle Rd/Rezone** property owner has been informed of possible breach and estimate

Blessings,

Cher Melendez

Specialized Assessment Manager
Hall County Tax Assessor Office
770.531.6752 T

cmelendez@hallcounty.org



From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Friday, April 12, 2024 9:30 AM
To: Steve Watson (Real Property) <rswatson@hallcounty.org>
Cc: Cher Melendez (Tax Assessors) <cmelendez@hallcounty.org>
Subject: RE: Tentative Planning Agenda for May 20, 2024

Good morning,
I checked both my agenda mailing lists and she is on there.

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



From: Steve Watson (Real Property) <rswatson@hallcounty.org>
Sent: Thursday, April 11, 2024 1:05 PM
To: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Cc: Cher Melendez (Tax Assessors) <cmelendez@hallcounty.org>
Subject: RE: Tentative Planning Agenda for May 20, 2024

Anael:

Just making sure you have Cher Melendez on your list for this mailing. Thanks. Have a great day.

Respectfully,

Steve Watson,
Director/Chief Appraiser of Hall County Board of Assessors
[Hall County Government](http://HallCountyGovernment.com)
(office) 770-531-6733
(cell) 470-691-6375
rswatson@hallcounty.org



From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, April 11, 2024 12:27 PM
Subject: Tentative Planning Agenda for May 20, 2024

Good afternoon –

Here is the Tentative Agenda and Maps for the **Monday, May 20, 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, April 18th**. Email comments to Beth (bgarmon@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – May 6, 2024

NEW BUSINESS

1. **[3634 Oakland Lane | Variance | 17.240.010. to reduce the rear yard setback | on a 0.30± acre tract located on the west side of Oakland Lane, approximately 340 feet from its intersection with Pleasant Hill Road | Zoned R-I; Tax Parcel 08032 000045 | Proposed Use: Residential addition | * Commission District 4 | Alexandra Parra, applicant](#)**
2. **[3001 Athens Highway | Variance | 17.420.050.F. to allow for an internally illuminated monument sign within GCOD | on an 80.79± acre tract located on the east side of Athens Highway \(GA-11\), at its intersection with Baker Road | Zoned I-I & AR-IV \(GCOD\); Tax Parcel 15023 000040 | Propose Use: Monument sign | * Commission District 3 | Carroll Daniel Construction Co. attn: Robert Tieman, applicant](#)**
3. **[4216 Winder Highway | Variance | 17.420.060. to allow for two wall signs within GCOD | on a 3.93± acre tract located on the west side of Winder Highway \(GA-53\), approximately 490 feet from its intersection with Martin Road | Zoned H-B \(GCOD\); Tax Parcel 15044B000011 | Propose Use: Wall sign | * Commission District 1 | Serena Johnston/The Huxton Group, LLC, applicant](#)**
4. **[4610 & 4616 Winder Highway | Amend Conditions of Zoning | on a combined 31.64± acre tract located on the south side of Winder Highway \(GA-53\); at its intersection with Plantation Drive | Zoned PRD; Tax Parcels 15037A000070 & 15037A000001 | Proposed Use: 88-unit townhome development | ** Commission District 1 | Georgia South Development, LLC, applicant](#)**
5. **[4549 Clarks Bridge Road | Use Subject to County Commission Approval | on a 11.68± acre tract located on the west side of Clarks Bridge Road \(GA-284\), approximately 90 feet from North Browning Bridge Road | Zoned AR-IV; Tax Parcel 12071 000052 | Proposed Use: Equestrian center with variances from the standards | ** Commission District 3 | Marie Allen, applicant](#)**
6. **[4745 Cagle Mill Road, 4673 & 4691 Noah Martin Drive | Rezone | from Agricultural Residential III \(AR-III\) & Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 130.84± acre tract located on the west side of Cagle Mill Road, at its intersection with Noah Martin Drive | Zoned AR-III & AR-IV; Tax Parcels 15007 000254 \(pt.\), 15019 000043 & 15019 000114 | Proposed Use: 349-unit residential development | ** Commission District 3 | Josh Boling, applicant](#)**
7. **[4745 Cagle Mill Road | Rezone | from Agricultural Residential III \(AR-III\) & Agricultural Residential IV \(AR-IV\) to Planned Industrial Development \(PID\) & Gateway Corridors Overlay District \(GCOD\) | on a 10.59± acre tract located on the east side of Cornelia Highway \(GA-365\), approximately 4,970 feet from Cagle Road | Zoned AR-III & AR-IV; Tax Parcel 15007 00254 \(pt.\) | Proposed Use: Industrial development | ** Commission District 3 | Josh Boling, applicant](#)**
8. **[4151 Nopone Road | Rezone | from Agricultural Residential IV \(AR-IV\) & Suburban Shopping \(S-S\) to Planned Industrial Development \(PID\) | on a 14.06± acre tract located on the north side of Nopone Road, approximately 623 feet from its intersection with Cleveland Highway \(GA-11\) | Zoned AR-IV & S-S; Tax Parcel 12026 000004 \(pt.\) | Proposed Use: Self-storage facility | ** Commission District 3 | John Hemphill c/o Cloudwalker Investments, LLC, applicant](#)**
9. **[5052 Cagle Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Industrial Development \(PID\) & Gateway Corridors Overlay District \(GCOD\) | on a 20.98± acre tract located on the south side of Cagle Road, at its intersection with Lula Road \(GA-52\) | Zoned AR-IV; Tax Parcel 09084 000003 | Proposed Use: Industrial development | ** Commission District 3 | Gregg Poole, applicant](#)**
10. **[5079 Old Winder Highway | Rezone | from Residential I \(R-I\) to Planned Residential Development \(PRD\) | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection](#)**

*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, June 27, 2024**, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, June 27, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

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



Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Thursday, April 18, 2024 11:05 AM
To: Anael Dominguez (CDI: Planning)
Cc: Beth Garmon (CDI: Planning)
Subject: Fire Comment

Monday, May 20, 2024 Hall County Planning Commission Meeting.

Monday, May 20, 2024 Hall County Planning Commission Meeting.

[4151 Nopone Road | Rezone | from Agricultural Residential IV \(AR-IV\) & Suburban Shopping \(S-S\) to Planned Industrial Development \(PID\) | on a 14.06± acre tract located on the north side of Nopone Road, approximately 623 feet from its intersection with Cleveland Highway \(GA-11\) | Zoned AR-IV & S-S; Tax Parcel 12026 000004 \(pt.\) | Proposed Use: Self-storage facility | ** Commission District 3 | John Hemphill c/o Cloudwalker Investments, LLC, applicant](#)

The Hall County Fire Marshal's Office considers the plan conceptual in nature, and if approved may require modifications during the development review process.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1

Lieutenant, Hall County Fire Rescue

Hall County Government

Main: 770-531-6838 | Cell: 404-597-0083

Website: www.Hallcounty.org



ZONING NOTICE

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

APPLICANT: JOHN HEMPHILL c/o CLOUD WALKER INVESTMENTS, LLC

REQUEST: REZONE FROM AR-14.5-S TO PID FOR A SELF-STORAGE FACILITY

PLANNING COMMISSION PUBLIC HEARINGS WILL BE HELD ON:

Date: MAY 20, 2024 & Date: JUNE 27, 2024

Time: 5:15 PM & Time: 6:00 PM

FOR MORE INFORMATION CALL 770-831-6409

HALL COUNTY GOV. SESTON

CLARK COUNTY GOV. WALKER

PLANNING COMMISSION

PLANNING COMMISSION

PLANNING COMMISSION

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PLANNING COMMISSION



AGENDA ITEM

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

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 344/2024

SUBJECT: **5079 Old Winder Highway | Rezone** | from Residential I (R-I) to Planned Residential Development (PRD) | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection with Daylily Drive | Zoned R-I; Tax Parcel 15038 000059 | **Proposed Use: 105-unit townhome development** | Commission District 1 | **Steven P. Gilliam, applicant**

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: BG
Recommendation: Denial.

Purpose of Request: **5079 Old Winder Highway | Rezone** | from Residential I (R-I) to Planned Residential Development (PRD) | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection with Daylily Drive | Zoned R-I; Tax Parcel 15038 000059 | **Proposed Use: 105-unit townhome development** | Commission District 1 | **Steven P. Gilliam, applicant**

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
AD	BG	WLI	CR
Clerk			
JR			

Attachments:

- Request to table to table to 7-11-2024
- Board Memo
- Recommendation Report
- Application
- Updated Narrative
- Original Narrative
- 5-20-2024 Updated Site Plan
- 5-17-2024 Updated Site Plan
- Original Site Plan
- Maps
- Updated Renderings
- Original Renderings
- Deed
- Traffic Impact Study
- Environmental Health Comments
- GDOT Comments
- Public Works Comments
- Fire Comments
- Public Comments
- Notice Sign Photo



SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com

Phone: 770.536.3381

Fax: 770.531.1481

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

Beth Garmon

Assistant Director of Planning and Development

bgarmon@hallcounty.org

RE: HZON24-0002; 5079 Old Winder Highway; Rezone; Steven P. Gilliam, Applicant

Dear Beth,

We have received the Board of Commissioners Application Action letter for the 5079 Old Winder Highway (HZON24-0002) rezoning application. Mr. Gilliam would like to request to reschedule this item from the Board of Commissioners Hearing on June 27, 2024, to the Board of Commissioners Hearing scheduled to take place on July 11, 2024.

Please let me know if this is possible, and if you need us to do anything further to allow for the rescheduling. Mr. Gilliam will be out of the office until Monday, June 10, 2024, so please do not hesitate to contact me with any questions or comments.

Sincerely,

Amanda Graham, Legal Assistant

Cc: Steven P. Gilliam

Cameron Henderson

Street Address:

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



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: June 10, 2024

Subject: **5079 Old Winder Highway | Rezone | from Residential I (R-I) to Planned Residential Development (PRD) | on a 20.02± acre tract | Proposed Use: 105-unit townhome development | Steven P. Gilliam, applicant**

The request before you is the request of Steven P. Gilliam to rezone from Residential I (R-I) to Planned Residential Development (PRD) to allow a 105-unit townhome development. This item is located within Commission District 1.

At their May 20, 2024 meeting, the Hall County Planning Commission voted to recommend denial **(5-0)**.

Staff recommendation: **Denial**, as the proposed use is inconsistent with the [Comprehensive Plan](#).

There was **one (1) comment submitted** in advance of the Planning Commission meeting, **a petition in opposition with eighteen (18) signatures** submitted at the public hearing, and **two (2) people spoke in opposition during the public hearing**.

Since the Planning Commission took action, the applicant has requested to table their application to the July 11, 2024 BOC Voting meeting.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Steven P. Gilliam

Request Rezone from Residential I (R-I,17.60) to Planned Residential Development (PRD, 17.180.060)

Proposed Use 105-unit townhome development

Size 20.02± acres

Zoning Current Residential I (R-I, 17.60) | Proposed Planned Residential Development (PRD, 17.180.060)

Location **5079 Old Winder Highway** | Tax Parcels 15038 000059

Commission District One

Planning Commission Date May 20, 2024

Staff Recommendation **Denial**, as the proposed use is inconsistent with the [Comprehensive Plan](#).

Record Number.....HZON24-0002

Planning Commission Recommendation.....**Denial**
Vote: 5-0

Excerpts from the minutes of the May 20, 2024 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Steven Gilliam, 340 Jesse Jewell Parkway, Gainesville, presented the request. The applicant discussed comparable developments previously approved by the Board of Commissioners. The applicant discussed the changes to the amended narrative.

Public Forum:

Luis Rodriguez, 5055 Old Winder Highway, Braselton, spoke in opposition. Concerns were increased traffic, too much development leading to congestion, emergency vehicle access, and decrease in home value and increase in crime.

Nancy Reaves, 5065 Old Winder Highway, Braselton, spoke in opposition. Concerns were increased noise, congestion, traffic, degradation of existing environmental life, buffers, and quality of life.

Kim Newell, 5150 Old Winder Highway, Braselton, spoke in opposition. Concerns were increased traffic, congestion, degradation of existing environmental life, and she questioned where the sewer would come from.

Herschel Reaves, 5065 Old Winder Highway, Braselton, spoke in opposition. Concerns were increased noise and traffic, the location of the development, safety, and density.

Rebuttal

Mr. Gilliam stated that a traffic study was completed and that Ms. Reaves would have a total of a 125 foot buffer due to the stream buffers and the planted buffer provided by the development. Mr. Gilliam stated that the additional parking was for guest parking, not for residents.

Cameron Henderson, 554 West Main Street, Buford, presented the request. The applicant stated that there is a gravity flow connection for sewer.

Planning Commission Comments:

Mr. Sosebee questioned if the applicant was set on the number of units. Mr. Henderson stated he was not necessarily fixed on the number, and that the grading for the site does have substantial issues along with the existing restrictions from the stream. Ms. Pilcher stated that the stream will be affected once grading begins. Mr. Sosebee and Mr. Braswell stated that the road is very dangerous and adding more vehicles might make it worse. Mr. Varner stated that it is a very dark road at night and more dangerous when it rains. Mr. Hunt stated the site plan is very dense.

Motion: A motion to deny was made by Mr. Sosebee and seconded by Ms. Pilcher. Vote: 5-0

Staff Recommended Conditions:

1. The property shall be developed in accordance with the site plan dated January 19, 2024, and as described in the project narrative submitted on February 29, 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 105 townhome units.
3. The minimum heated floor area (HFA) of each residential unit shall be 1,800 square feet.
4. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited.

Final review and approval of building elevations is subject to the Assistant Director of Planning and Development, or their designee.

5. All units shall be designed with a two-car garage. Garage doors shall constitute no more than 70 percent of the width of the individual townhouse unit.
6. All residential driveways shall measure no less than 22 feet from the edge of right of way.
7. Garage door width shall not exceed 70% of the width of the front façade of the residence.
8. The development shall feature internal sidewalks no less than five (5) feet in width constructed on both sides of all internal streets.
9. The development shall be served by public sewer, with the obtainment of all required easements and other construction costs such as a lift station and force main to be the responsibility of the developer.
10. The development shall be limited to a maximum of two (2) model homes prior to approval and recording of the final plat. Model home permits may be issued prior to Final Plat recording provided that hard surface (crusher run) access is provided and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. No certificate of occupancy permits shall be issued prior to Final Plat recording.
11. There shall be a mandatory Homeowners' Association (HOA).
12. All designated open space within the development shall be commonly held, and not held by any individual homeowner(s).
13. All roadways within the development shall be designated as private and shall be privately maintained by a Homeowners' Association (HOA). All roads shall be designed and constructed to Hall County standards.
14. The developer shall be responsible for all obtaining the necessary permits as well as all costs associated with the construction of a left and right turn lane on state route 211 (aka Old Winder Highway) per the traffic impact study recommendations.
15. All stream buffers must be fully within the Homeowners' Association (HOA) common space and shall not be included on any individual residential building lot.
16. Vehicle parking for guests 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.
17. The cluster mailbox unit shall have no less than 5 parking spaces.
18. 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.
19. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:

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

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

The following should be considered as exceptions to the Official Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:

- 17.180.060.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 provided in the application indicate that the townhome design does not incorporate changes in building material, texture, and/or color, which deviates from the standard.
- 17.180.060.B.9.b Single-family or two-family residence garages.
 - ii. *Front-loaded*. Garage doors shall constitute no more than 50 percent of the width of the individual townhouse unit. A minimum of 20 feet is required between the garage and the back of sidewalk.
 - The submitted narrative request that the garage width be permitted to not exceed 70 percent of the townhome front façade
- 17.180.060.B.11.d Parking
 - For 105 or more mailboxes, 5 parking spaces are required plus 1 per each additional 26 mailboxes.
 - The site plan shows 4 parking spaces being provided. This is deficient of the 5 spaces required for this development.

Summary Analysis

The applicant is requesting to rezone 20.02± acres of property zoned Residential I (R-I, 17.60) to Planned Residential Development (PRD, 17.180.060) for the purpose of constructing a 105-unit townhome development with a gross density of 5.24± units per acre. The development site consists of a single parcel with a stream running along the northeastern portion of the property. The subject property was originally rezoned from Agricultural Residential IV (AR-IV, 17.120) to Residential I (R-I, 17.60) on October

10, 2002 for a 24-lot subdivision subject to 6 conditions, with an overall density of 1.20± dwelling units per acre. The current applicant for the zoning request is not the same as the previous applicant.

Per the submitted site plan and renderings, the dimensions of each townhome will be either 24 feet or 20 feet wide and 50 feet in depth, with a minimum of 1,800 square feet of heated floor area per unit. Each townhome will include a front-entry two-car garage and a rear patio. Two-car driveways will front each residence, measuring 14 to 18 feet wide. These specifications meet architectural standards within a Planned Residential Development (17.180.060.B.9). Per the submitted renderings, the townhomes appear to feature four sides of masonry siding. The elevations do not incorporate changes in building material, texture, and/or color; this does not meet the architectural standards within a Planned Residential Development (17.180.060.B.9).

The site plan provided by the applicant shows a single access point to serve the development from Old Winder Highway. Sidewalks measuring 5 feet in width are provided on both sides of the streets throughout the development to provide internal pedestrian connection. The site plan depicts open space to be established throughout the development and the developer intends to dedicate 30% of the total site area to open space, some of which will include the planted buffer along the side and rear property lines.

The development standards for the project are described in the table below and are compared with the PRD requirements, ([17.180.060](#)):

Standard	PRD Requirement (17.180.060)	Proposed Development
Site Area	5 acre minimum	20.02± acres
Number of Units	-	105 attached townhouse units
Density	2 units per acre maximum	5.24 units per acre
Min. Lot Area (Townhomes)	855,000 sq. ft.	872,071.2 sq. ft.
Max. Building Height	-	Two stories, 35 feet
Min. Open Space	30%	30%
Exterior Buffer	50 feet	50 feet
Front Setback (internal)	25 feet	15 feet*
Side Setback	5 feet	0 feet*
Rear Setback (Internal)	20 feet	15 feet*
Parking	2 spaces for each dwelling unit (17.250.020)	2.04 spaces per each dwelling unit
Min. Heated Floor Space	-	1,800 sq. ft.
Garage – % of front façade	50% of the width of the townhome unit	70% of the width of the townhome unit*
Minimum Sidewalk Width	5 feet	5 feet
Cluster Mailbox Unit (CBU)	CBU with 5 short-term parking spaces	CBU with 4 short-term parking spaces*

Note: Items marked with an asterisk (*) do not conform to PRD standards (17.180.060).

The applicant has proposed three separate dog park/picnic areas to provide as an amenity within the development. A cluster mailbox unit (CBU) will be installed at the rear of the development with 4 parking spaces proposed. Parking standards require at least five short-term parking spaces be designated for CBU users (17.180.060(B)(11)).

Per the submitted narrative, water services will be provided by City of Gainesville Department of Water Resources, and sanitary sewer services will be provided by Hall County Sewer. The availability of the water service was confirmed in a letter dated February 28, 2024. The availability of the sanitary sewer services was confirmed in a letter dated March 13, 2024. The letter also mentions the connection to the sewer tie-in is required to be performed by the developer at their cost. Hall County Public Works Department has provided comments stating that a stormwater management report may be required. They also recommended internal roadways be private and maintained by a Homeowners' Association or property management company as the proposed roadways do not meet Hall County Standards.

Based on the future land-use plan, staff finds the requested zoning designation *is not consistent* with the Hall County Comprehensive Plan future land use designation of "Residential." The intent of this character area is to preserve established neighborhoods and create new residential development consistent with surrounding suburban densities. This land use designation envisions moderate density at 2 dwelling units per acre. The development has a proposed density of 5.24 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 appears to be unsuitable given the context of the surrounding area; which consists mostly of detached, single-family residences and commercial and industrial enterprises.**
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 has reasonable economic use as currently zoned, Residential I (R-I, 17.60) and is currently undeveloped.**
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; **It is not anticipated that the proposed zoning use will result in an excessive or burdensome use of existing infrastructure. The proposal has received availability letters for both water and sewer to service this 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 "Residential" land use**

designation, which envisions a maximum density of 2 dwelling unit per acre. The proposed development has an overall density of 5.24± units per acre.

6. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**
7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**
8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**
9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property is currently undeveloped.**
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.**
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. 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. Within the immediate neighborhood, the proposal represents a shift away from historically low-density residential development.**
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 an attached, single-family residential use 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 without a rezone to PRD.

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. 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

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
 1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 17.380.060.C.**
 2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets the**

requirement. The applicant has provided a site plan and included much of the necessary information to properly assess the development. 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 water and sewer; 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 applicant submitted a traffic study conducted by Southeastern Engineering, Inc. which recommended that both a left and right-turn lane be constructed on state route 211 (aka Old Winder Highway).**

Development Support and Constraints – Departmental / Agency Comments

Hall County Environmental Health

In an email dated April 17, 2024, Emily McGahee stated “No comment. Public sewer.”

Hall County Fire Marshal

In an email dated April 18, 2024, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated, “The Hall County Fire Marshal’s Office considers the plan conceptual in nature, and if approved may require modifications during the development review process.”

Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated April 18, 2024, Bill Nash, Director, stated the following:

Engineering:

This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream. Roads should be private.

Traffic:

GDOT approval / permit required for Old Winder Hwy (SR211)

Internal roadways shown on site plan will not meet county standards and no variances were requested. If approved as shown, recommend roadways be private and not county maintained.

Unit driveways are shown as 22 feet in length to the sidewalk. Parked vehicles may protrude onto the right-of-way. Larger vehicles may protrude over the sidewalk. Recommend a minimum of 22 feet driveways to proposed right-of-way and not to the sidewalk.

Utilities:

No sanitary sewer adjacent to site.

Georgia Department of Transportation

In an email dated April 18, 2024, Veronica Chavers, D1TO Civil Engineer III, stated that GDOT coordination will be required for driveway access to state route.

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



ZONING APPLICATION

Applicant (Name & Mailing Address)	Property Owner (Name & Mailing Address)
Steven P. Gilliam, Attorney	<u>Freidoon Hojat Kashani and Torkane Hojat Kashani</u>
P.O. Box 1098	7090 Greatwood Hollow
Gainesville, GA 30503	Alpharetta, GA 30005
Phone <u>770-536-3381</u>	Phone _____
Email Address <u>sgilliam@sgwmfirm.com</u>	Email Address _____
Proposed Use <u>PRD - Single Family Townhomes</u>	

Contact Person (Name & Mailing Address)	Status of Applicant	Requested Action
Cameron Henderson, Atlas Land Development	<input type="checkbox"/> Owner	Existing Zoning: <u>R-1</u>
554 West Main Street Suite 700	<input checked="" type="checkbox"/> Option to Purchase	Rezone to: <u>PRD</u>
Buford, GA 30518	<input type="checkbox"/> Area Resident	Fee: \$ <u>1,500.00</u>
Phone <u>678-978-6782</u>	<input type="checkbox"/> Other	Receipt #: _____
Email Address <u>cameron@atlaslanddev.com</u>		Check #: _____
Tax Parcel Number <u>15038 000059</u>	Acreage <u>20.00</u>	
Location Address <u>5079 Old Winder Highway, Braselton, GA 30517</u>		

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

Sign [Signature] Date: 3/22/2004

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: _____

1/18/24, 3:41 PM

Page 1.jpeg

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: P.O. BOX 1435, GAINESVILLE, GA 30503
T 770-531-6909 | F 770-531-3902



AUTHORIZATION OF PROPERTY OWNERS

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

Name of owner(s) Hojat Kashani Freidoon and Hojat Kashani Torkane

Address 7090 Greatwood Hollow
Alpharetta, GA 30005

Phone Number 470-563-5610

Name of applicant(s) Steven P. Gilliam, Attorney

Address P.O. Box 1098
Gainesville, GA 30503

Phone Number 770-536-3381

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

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

Signature of Owner(s) Freidoon Hojat Kashani

Torkane Hojat Kashani

Personally appeared before me Archita Suri

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



1/18/24
Date

Page 2

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



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have** _____ I have not

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

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

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: _____

Date: 1/9/2024

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



SMITH GILLIAM WILLIAMS & MILES

Website: sgwmfirm.com

Phone: 770.536.3381

Fax: 770.531.1481

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

Amended Project Narrative for 5079 Old Winder Highway – 20.00 Acres **Revised May 17, 2024**

RECEIVED

MAY 17 2024

Planning & Zoning Department

LOCATION – 5079 Old Winder Highway (Hwy 211)

Braselton, GA 30517

APPLICANT – Steven P. Gilliam, Attorney

CURRENT ZONING – R-1

PROPOSED ZONING - PRD

ACERAGE – 20.00 +/- acres

SUMMARY

The accompanying application seeks zoning district change from R-1 to PRD for 20.00 acres of undeveloped property located on Old Winder Highway in Braselton, Hall County. The intent is to develop 97 units of quality, 24'wide traditional single-family fee simple townhomes with an amenity area with the required minimum of 40% open space. The proposed use is consistent with the Hall County Comprehensive Plan for residential use and appropriate for Hall County's Planned Residential Development (PRD) District for this location, which is residential and mixed-use corridor.

SITE DESCRIPTION

The overall tract has approximately 80 ft of frontage along GA Highway 211. The water is provided by the City of Gainesville, and Hall County will provide sewer. There are no known impediments to its successful development for the purposes intended. All roadways within the development shall be designed and constructed to Hall County standards and dedicated to the county for public use. Thereafter, Hall County will maintain the roads.

Street Address:

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

ADJACENCIES & ACCESS

The property is surrounded by residential zonings (AR-IV) to the north, to the east, and to the south. Access to the property is from Old Winder Highway (SR 211), a two lane, paved and state-maintained roadway that connects to Winder Highway (SR 53).

PROJECT DIMENSIONAL STANDARDS

Parcel Size	20.00 acres
Proposed Number of Lots	97
Proposed Density	4.85 units/acre
Proposed Open Space	8.0 acres (40%)
Streets	Public
Water and Sewer Provider	Gainesville City Water and Hall County Sewer
Minimum Lot Size	1,800 sq ft
Amenities	Dog Park, Picnic Area and Mail Kiosk
Storm Water Management Areas	1
Minimum Lot Width	20 ft
Minimum Sidewalk Setback	22 ft from garage door to back of sidewalk
Internal Side Setback	0 ft
Minimum Rear Yard Setback from Property Line	0 ft
Sidewalks – Both Sides of the Street	5 ft
Garage % of Front Façade	70%
Minimum Lot Depth	100 ft
PRD Buffer	50 ft
Impervious Stream Buffer	50 ft
Stream Setbacks	75 ft
Mail Kiosk (CBU)	1 with 4 additional parking spaces
Minimum Heated Floor Area	1,800 sq ft
Front Setback from Right of Way	15 ft, 10 ft on corner streets
Side Separation from Foundation to Foundation	20 ft between buildings

ARCHITECTURAL MATERIALS & SITE IMPROVEMENTS

All facades of all residences shall be finished with masonry (brick or stone), wood, or fiber cement/Hardi-plank type siding. The garage doors shall not exceed 70% of the front façade. The builder intends to build:

- Single Family Fee Simple attached dwellings with two-car garages (garage width not to exceed 70% of front building width)
- Front facades with a combination of masonry and fiber cement siding materials
- Side and rear facades with masonry, fiber cement siding, or shake siding
- Sodded yards (4 sides)
- Speed tables in coordination with Hall County Engineering

INTERNAL SIGNAGE

The Developer and/or builder shall be allowed to post permanent directional signs and monuments within the Community to direct traffic to sales and recreation centers and to identify differing residential areas. All permanent signage must be outside of any Right of Way or Utility Easement with a Landscape and Signage easement recorded on the Final Plat.

AMENITIES

- Dog park
- Picnic area
- Mail Kiosk (CBU) with 5 additional parking spaces
- Guest Parking Spaces _____
 - The 24' townhome product has a 2-car garage and the same driveway as a single-family zoned home.

MODEL HOME PERMITS

The development shall be limited to a maximum of one (1) building obtaining multiple units prior to approval and recording of the final plat. Model home permits may be issued prior to Final Plat recording provided that hard surface (crusher run) access is provided, and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. No certificate of occupancy permit shall be issued prior to Final Plat recording.

ENTRY MONUMENT SIGNAGE

Applicant is requesting permission for an entry monument type of sign with a natural stone base with a sign size (monument base and signage) totaling approximately 42 SF.

The entrance may include the following structural items:

- Masonry walls
- Wood or PVC fencing

- Illuminated Signage in accordance with the Hall County Sign Ordinance
- Ornamental Sculpture
- Landscaping and Irrigation

SALES AND CONSTRUCTION TRAILERS

Applicant is requesting the ability to install one sales trailer and one construction trailer with associated parking areas in locations to be determined at the time of final plat approval.

CONCEPTUAL MASTER PLAN

The development of the community shall be controlled by the Conceptual Master Plan (the “Plan”) attached as exhibit “A”. The plan is considered conceptual in nature, and as such, may require minor modifications during the engineering and development process. Modifications to the locations and arrangement of lots, roads, amenities, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer so long as such modifications do not change the land use, increase the overall density of the project or reduce any established exterior buffers or setbacks.

Traffic Impact Study

The following recommendation is from Southeastern Engineers dated February 22, 2024:

SR 211 Atlas Drive

- Atlas Drive should be full-access, stop-sign controlled.
- Atlas Drive should be two lanes, one entry and one exit lane.
- Install a northbound right-turn storage lane on SR 211. Lane dimensions should meet GDOT minimum requirements.
- Install a southbound left-turn storage lane on SR 211. Lane dimensions should meet GDOT minimum requirements.

No other roadway improvements are recommended for this development.

REQUIRED CONSTITUTIONAL AND ANTE LITEM NOTICE

Georgia law and the procedures of Hall County requires the Applicant to raise Federal and State constitutional objections during the PRD master plan application process. While the Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, the following constitutional objections are stated:

The portions of the Hall County Development Code, facially and as applied to the Property, which restrict the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than that proposed by the Applicant are unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Hall County Development Code, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than in accordance with the application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use 7 of its land while not substantially advancing legitimate state interests.

A denial of this Application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by the Hall County Board of Commissioners to approve the zoning conditions as requested would constitute a taking of the Applicant's property.

A denial of this Application would constitute an arbitrary and capricious act by the Hall County Board of Commissioners without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. A refusal to grant the PRD zoning request would lack objective justification and would result only from neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia Constitution, Article IX, Section II, Paragraph 4.

A refusal by the Hall County Board of Commissioners to approve this Application for the Property in accordance with the criteria as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth 8 hereinabove.

Conclusion

For the foregoing reasons, the Applicant respectfully requests that this requested modification of an existing PRD zoning be granted as requested by the Applicant. If there are any questions about this request, you may contact:

Cameron Henderson

Georgia South Development, LLC

390 Brogdon Road

Suwanee, GA 30024

678-978-6782

cameron@atlaslanddev.com

Steve Gilliam

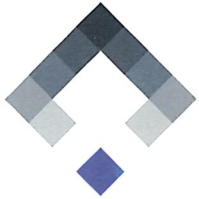
Smith, Gilliam, Williams and Miles

340 Jesse Jewell Parkway, Suite 300

Gainesville, GA 30501

770-536-3381

sgilliam@sgwmfirm.com



**SMITH GILLIAM
WILLIAMS & MILES**

Website: sgwmfirm.com

Phone: 770.536.3381

Fax: 770.531.1481

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

Amended Project Narrative for
5079 Old Winder Highway – 20.00 Acres

LOCATION – 5079 Old Winder Highway

Braselton, GA 30517

APPLICANT – Steven P. Gilliam, Attorney

CURRENT ZONING – R-1

PROPOSED ZONING - PRD

ACERAGE – 20.00 +/- acres

SUMMARY

The accompanying application seeks zoning district change from R-1 to PRD for 20.00 acres of undeveloped property located on Old Winder Highway in Braselton, Hall County. The intent is to develop 105 units of quality, traditional single-family fee simple townhomes with an amenity area with the required minimum of 30% open space. The proposed use is consistent with the Hall County Comprehensive Plan for residential use and appropriate for Hall County’s Planned Residential Development (PRD) District for this location, which is residential and mixed-use corridor.

SITE DESCRIPTION

The overall tract has approximately 80 ft of frontage along GA Highway 211. The water is provided by the City of Gainesville, and Hall County will provide sewer. There are no known impediments to its successful development for the purposes intended.

ADJACENCIES & ACCESS

The property is surrounded by residential zonings (AR-IV) to the north, to the east, and to the south. Access to the property is from Old Winder Highway (SR 211), a two lane, paved and state-maintained roadway that connects to Winder Highway (SR 53).

Street Address:

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

PROJECT DIMENSIONAL STANDARDS

Parcel Size	20.00 acres
Proposed Number of Lots	102
Proposed Density	5.1 units/acre
Proposed Open Space	30% minimum
Streets	Public
Water and Sewer Provider	Gainesville City Water and Hall County Sewer
Minimum Lot Size	1,600 sq ft
Amenities	Dog Park, Pavilion, and Grilling Area
Storm Water Management Areas	1
Minimum Lot Width	20 ft
Minimum Sidewalk Setback	22 ft from garage door to back of sidewalk
Internal Side Setback	0 ft
Minimum Rear Yard Setback from Property Line	0 ft
Sidewalks – Both Sides of the Street	5 ft
Garage % of Front Façade	70%
Minimum Lot Depth	
PRD Buffer	50 ft
Impervious Stream Buffer	50 ft
Stream Setbacks	75 ft
Mail Kiosk (CBU)	
Minimum Heated Floor Area	1,800 sq ft
Front Setback from Right of Way	15 ft, 10 ft on corner streets
Side Separation from Foundation to Foundation	20 ft between buildings

ARCHITECTURAL MATERIALS & SITE IMPROVEMENTS

All facades of all residences shall be finished with masonry (brick or stone), wood, or fiber cement/Hardi-plank type siding. The garage doors shall not exceed 70% of the front façade. The builder intends to build:

- Single Family Fee Simple attached dwellings with two-car garages (garage width not to exceed 70% of front building width)

- Front facades with a combination of masonry and fiber cement siding materials
- Side and rear facades with masonry, fiber cement siding, or shake siding
- Sodded yards (4 sides)
- Speed tables in coordination with Hall County Engineering
-

INTERNAL SIGNAGE

The Developer and/or builder shall be allowed to post permanent directional signs and monuments within the Community to direct traffic to sales and recreation centers and to identify differing residential areas. All permanent signage must be outside of any Right of Way or Utility Easement with a Landscape and Signage easement recorded on the Final Plat.

MODEL HOME PERMITS

Applicant requests that up to two (2) buildings of model home permits be issued prior to Final Plat recording provided that hard surface (crusher run) access is provided and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. However, no certificate of occupancy permits (CO) will be issued prior to final plat recording.

ENTRY MONUMENT SIGNAGE

Applicant is requesting permission for an entry monument type of sign with a natural stone base with a sign size (monument base and signage) totaling approximately 42 SF.

The entrance may include the following structural items:

- Masonry walls
- Wood or PVC fencing
- Illuminated Signage in accordance with the Hall County Sign Ordinance
- Ornamental Sculpture
- Landscaping and Irrigation

CONCEPTUAL MASTER PLAN

The development of the community shall be controlled by the Conceptual Master Plan (the "Plan") attached as exhibit "A". The plan is considered conceptual in nature, and as such, may require minor modifications during the engineering and development process. Modifications to the locations and arrangement of lots, roads, amenities, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer so long as such modifications do not change the land use, increase the overall density of the project or reduce any established exterior buffers or setbacks.

TRAFFIC IMPACT STUDY

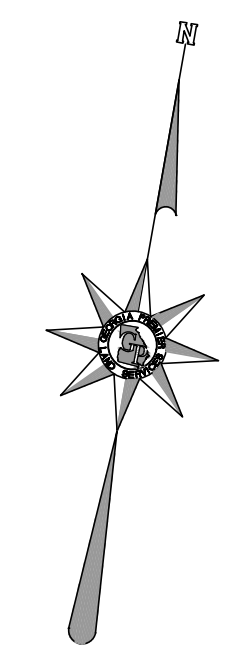
The following recommendation is from the Traffic Impact Study provided by Southeastern Engineers dated February 22, 2024:

SR 211 Atlas Drive

- Atlas Drive should be full-access, stop-sign controlled.
- Atlas Drive should be two lanes, one entry and one exit lane.
- Install a northbound right-turn storage lane on SR 211. Lane dimensions should meet GDOT minimum requirements.
- Install a southbound left-turn storage lane on SR 211. Lane dimensions should meet GDOT minimum requirements.

No other roadway improvements are recommended for this development.

RECEIVED
MAY 20 2024
 Planning & Zoning Department



SITE SUMMARY
 APPROXIMATE SITE AREA = 20.0 AC.
 PROPOSED ZONING = PRD
 USE = TOWNHOUSES (FEE SIMPLE)
 TOTAL UNITS = 97 LOTS (24' x 50')
 SITE DENSITY = 4.85 UNITS/ACRE
 OPEN SPACES = 7.0 ACRES (35%)
 (INCLUDES ALL BUFFERS BUT NOT POND)
 (30% MINIMUM OPEN SPACES REQUIRED)
 MIN. LOT SIZE = 2,000 SF (24' X 84')
 MIN. LOT WIDTH = 24' (ATTACHED UNITS)
 PERIMETER BUFFERS = 50' FRONT
 50' REAR
 50' SIDE
 INTERNAL SETBACKS (ATTACHED UNITS)
 15' FRONT, 15' REAR, 0' SIDE
 WATER SERVICE = PUBLIC
 SEWER SERVICE = PUBLIC

REED
 PLANNING & DESIGN
 100 Old Dawson Village Rd
 Suite 110
 Dawsonville, GA 30534
 Phone: 706-531-8428

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 PROFESSIONAL
 CERTIFICATION NO. 1639
 EXPIRES 10/27/2026

**ATLAS DEVELOPMENT
 TOWNHOUSE PROJECT
 GA. HWY. 211 TRACT**

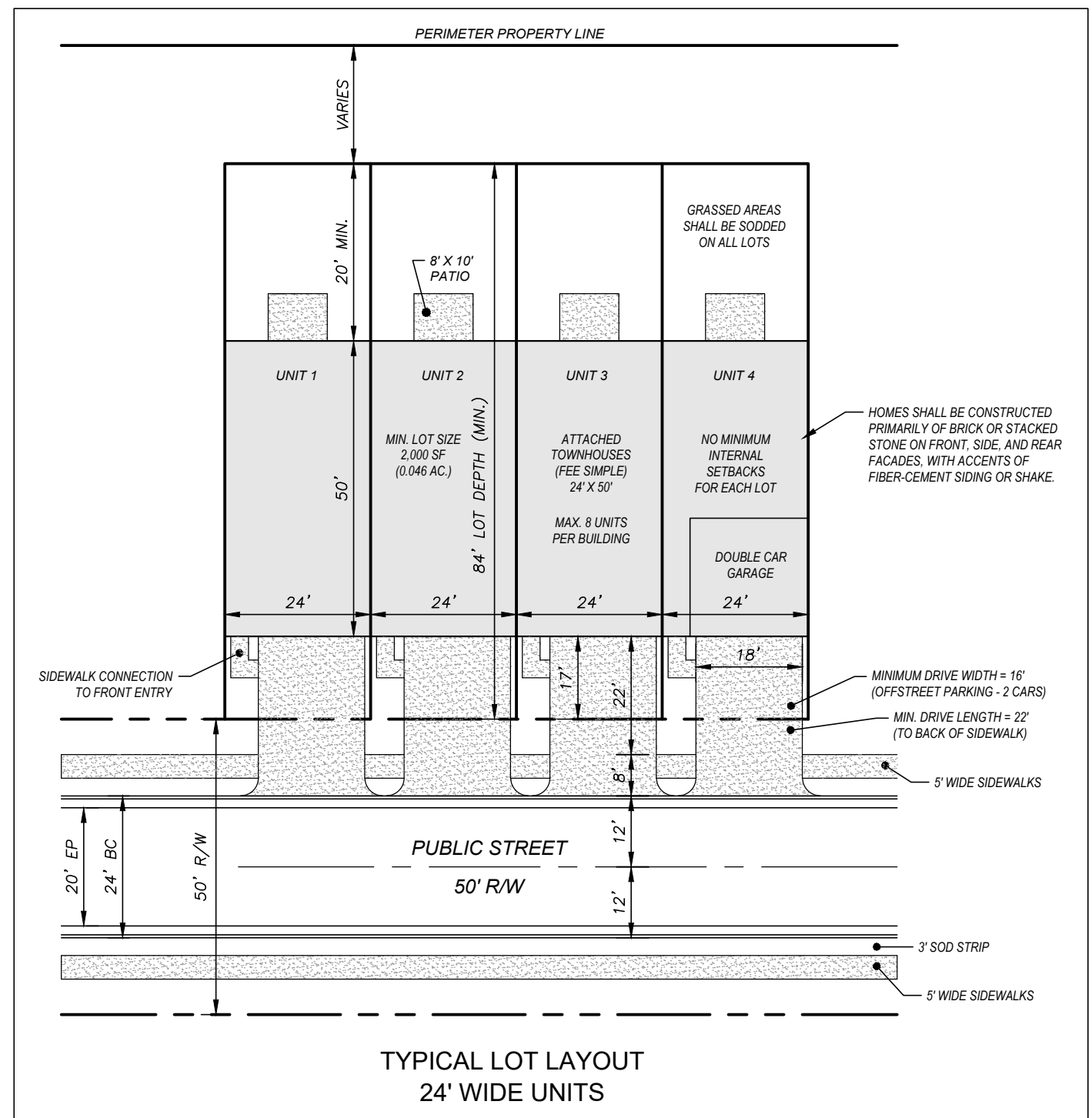
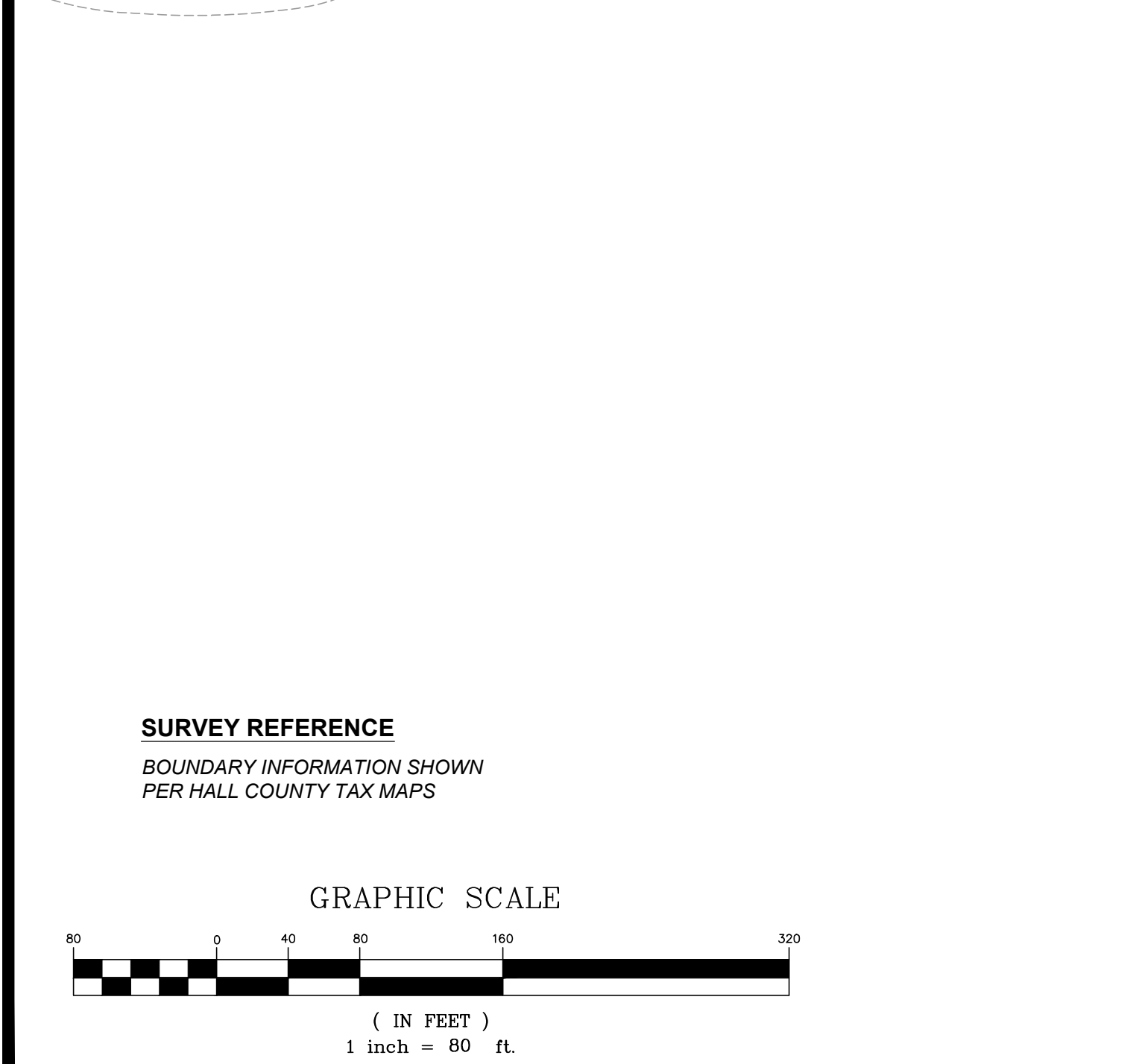
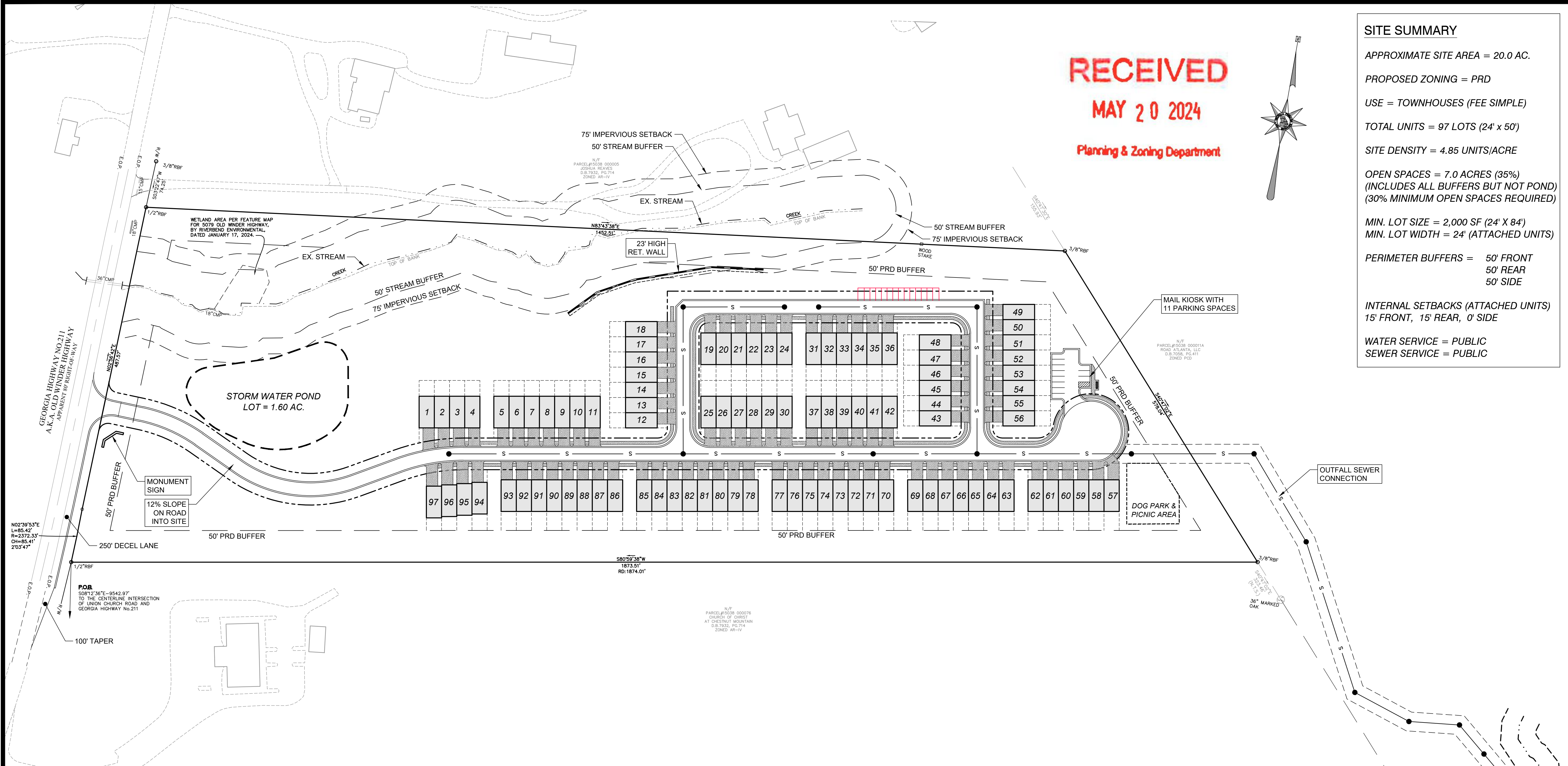
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CITY	-
COUNTY	HALL
STATE	GEORGIA

**CONCEPTUAL
 REZONING PLAN**

JOB NUMBER	DATE
24103	4-10-2024

DATE	NO	REVISION
5-20-2024	1	ALL 24' WIDE UNITS

RZ-1.B



SITE SUMMARY

APPROXIMATE SITE AREA = 20.0 AC.

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USE = TOWNHOUSES (FEE SIMPLE)

TOTAL UNITS = 97 LOTS (24' x 50')

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(INCLUDES ALL BUFFERS BUT NOT POND)
(30% MINIMUM OPEN SPACES REQUIRED)

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MIN. LOT WIDTH = 24' (ATTACHED UNITS)

PERIMETER BUFFERS = 50' FRONT
50' REAR
50' SIDE

INTERNAL SETBACKS (ATTACHED UNITS)
15' FRONT, 15' REAR, 0' SIDE

WATER SERVICE = PUBLIC
SEWER SERVICE = PUBLIC

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ATLAS DEVELOPMENT
TOWNHOUSE PROJECT
GA. HWY. 211 TRACT

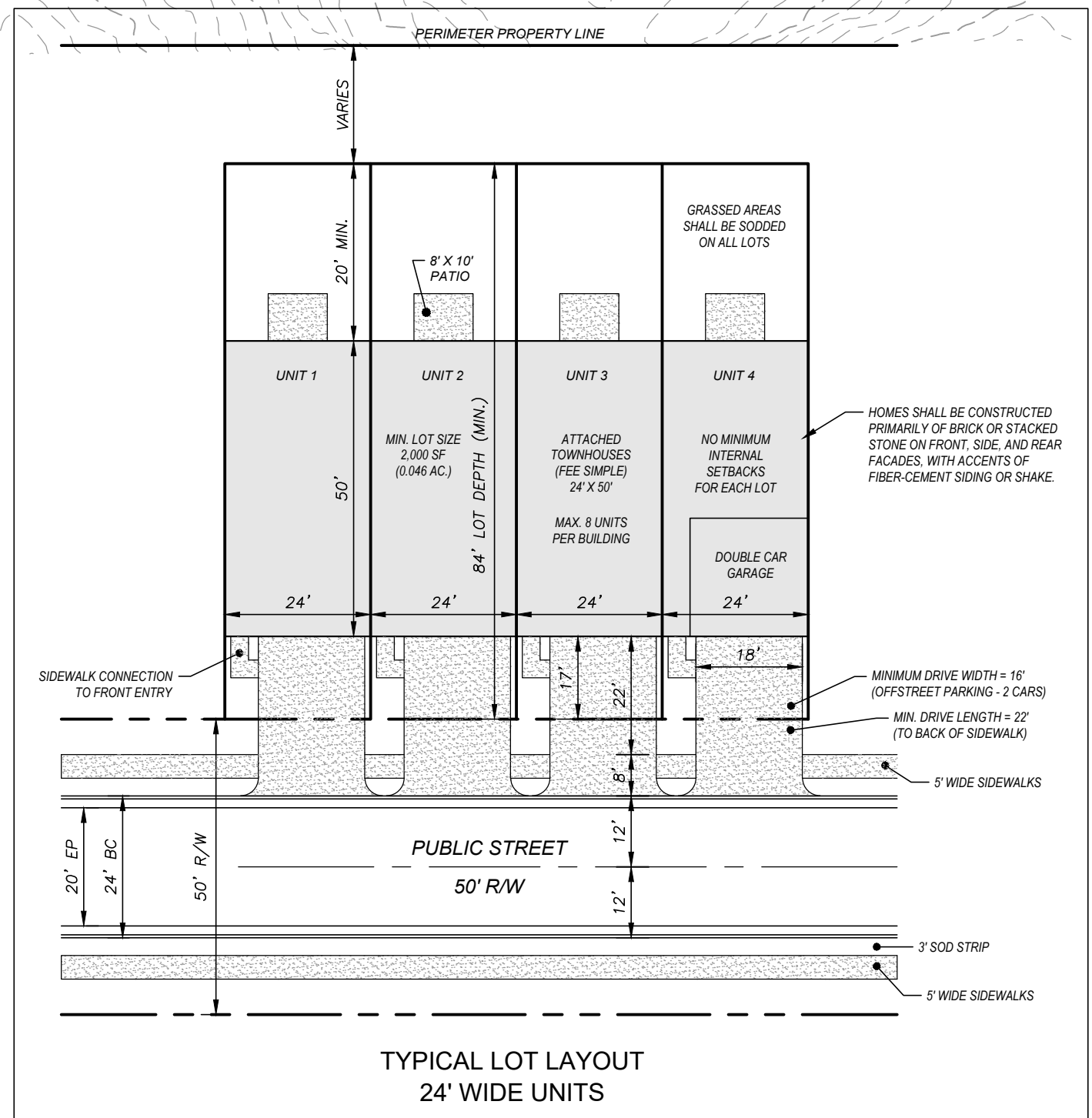
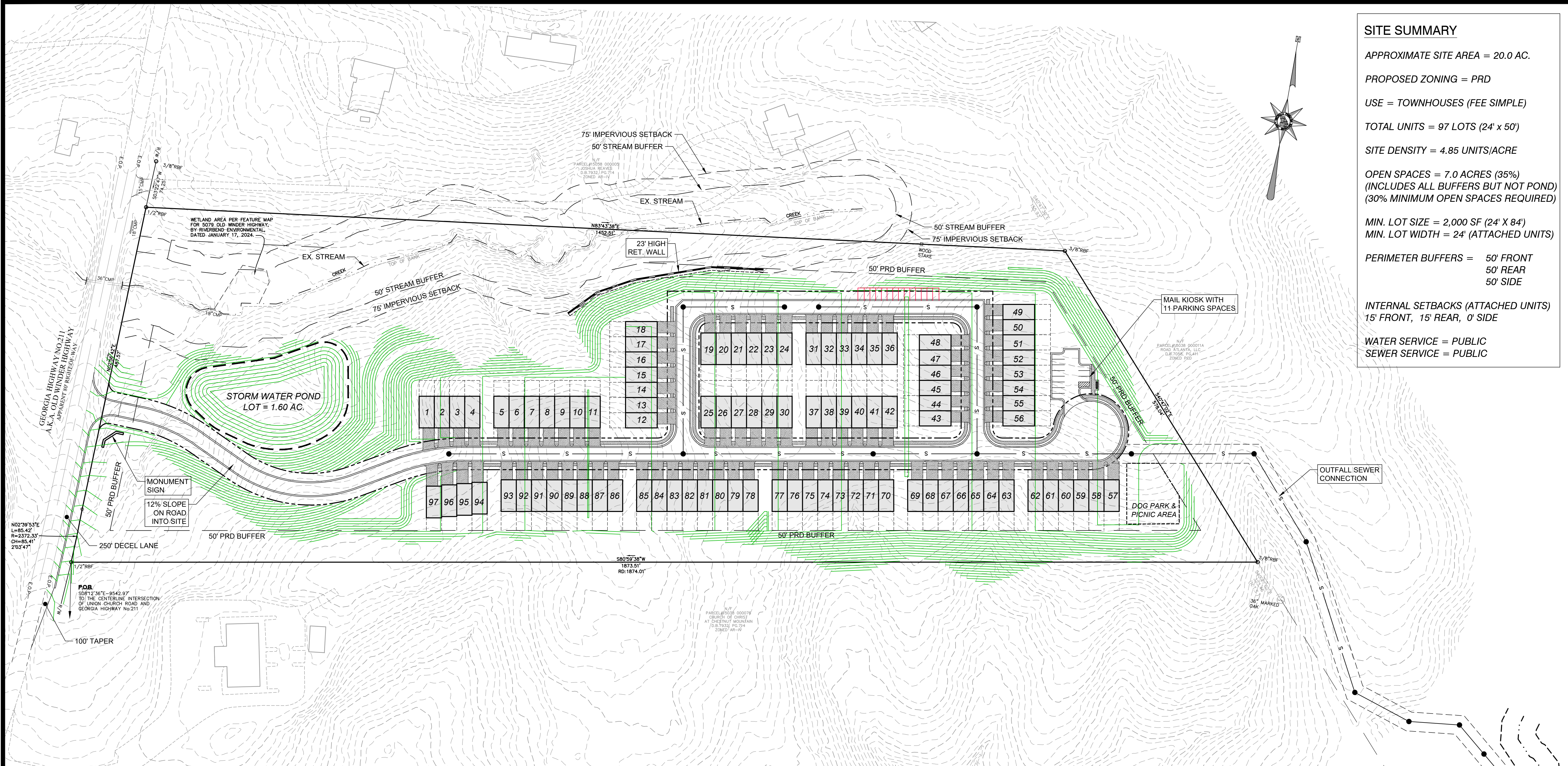
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LAND LOT	-
DISTRICT	-
CITY	-
COUNTY	HALL
STATE	GEORGIA

CONCEPTUAL
REZONING PLAN

JOB NUMBER	DATE
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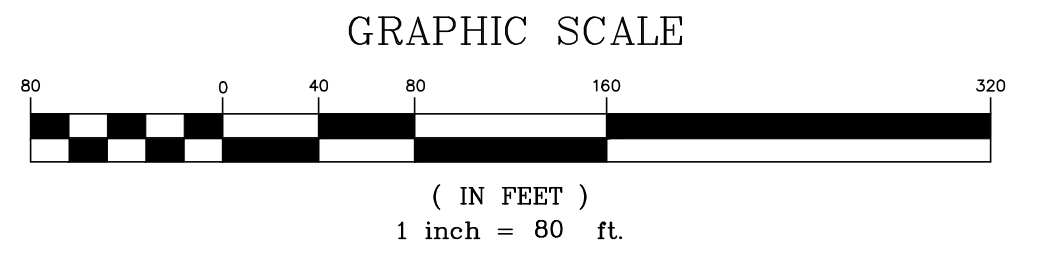
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SURVEY REFERENCE
BOUNDARY INFORMATION SHOWN
PER HALL COUNTY TAX MAPS



SITE SUMMARY

APPROXIMATE SITE AREA = 20.0 AC.

PROPOSED ZONING = PRD

USE = TOWNHOUSES (FEE SIMPLE)

TOTAL UNITS = 97 LOTS (24' x 50')

SITE DENSITY = 4.85 UNITS/ACRE

OPEN SPACES = 8.0 ACRES (40%)
(INCLUDES ALL BUFFERS BUT NOT POND)
(30% MINIMUM OPEN SPACES REQUIRED)

MIN. LOT SIZE = 1,800 SF
MIN. LOT WIDTH = 20' (ATTACHED UNITS)

PERIMETER BUFFERS = 50' FRONT
50' REAR
50' SIDE

INTERNAL SETBACKS (ATTACHED UNITS)
15' FRONT, 15' REAR, 0' SIDE

WATER SERVICE = PUBLIC
SEWER SERVICE = PUBLIC

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TOWNHOUSE PROJECT
GA. HWY. 211 TRACT

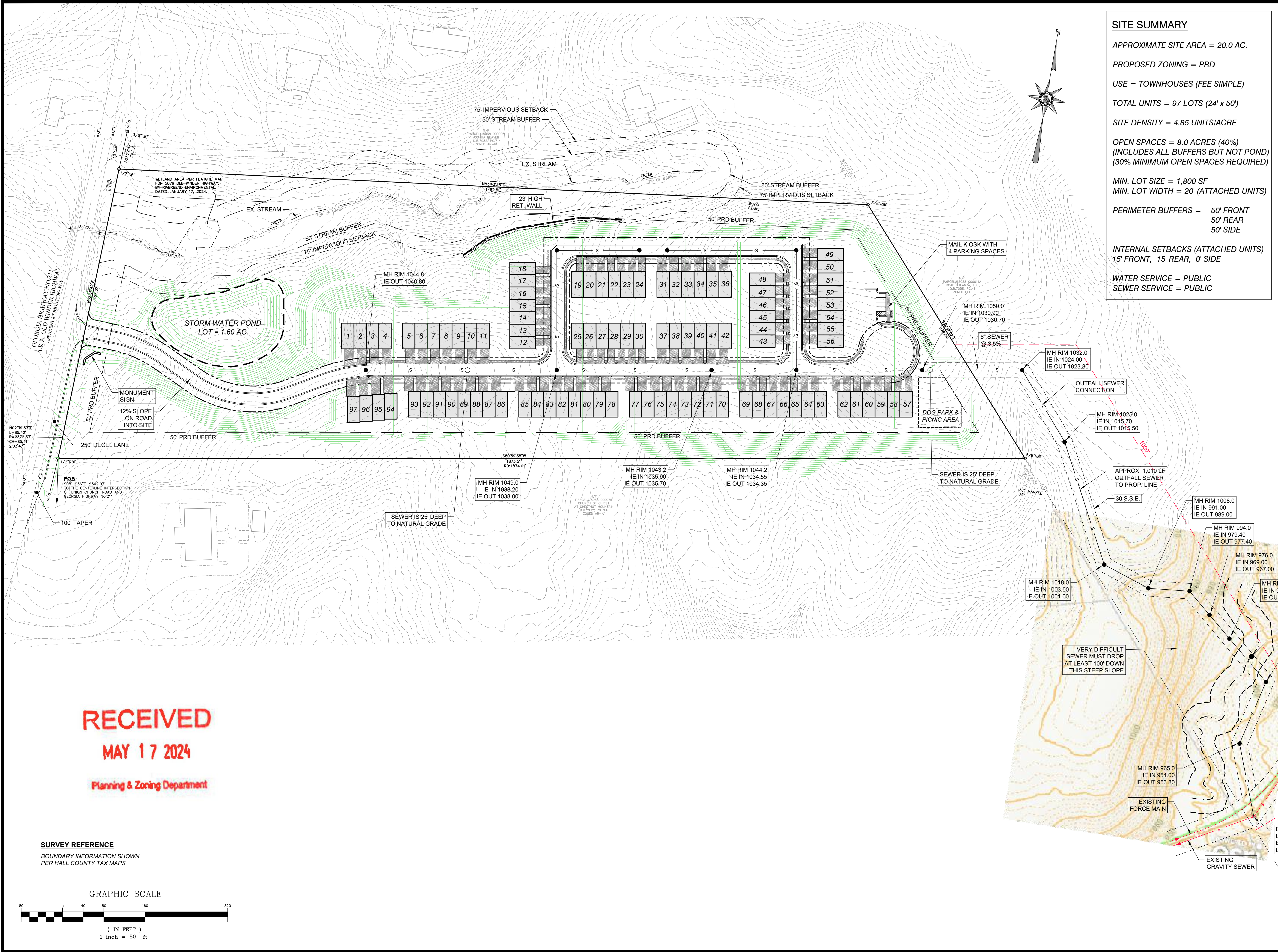
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CITY	-
COUNTY	HALL
STATE	GEORGIA

ALTERNATE
CONCEPT PLAN

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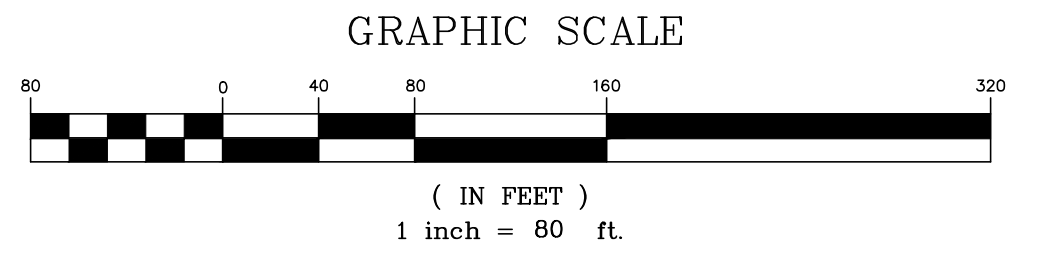
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PROFESSIONAL
CERTIFICATION NO. 1639
EXPIRES 10/27/2026

ATLAS DEVELOPMENT
TOWNHOUSE PROJECT
GA. HWY. 211 TRACT

PARCEL	-
LAND LOT	-
DISTRICT	-
CITY	-
COUNTY	HALL
STATE	GEORGIA

CONCEPT
PLAN B

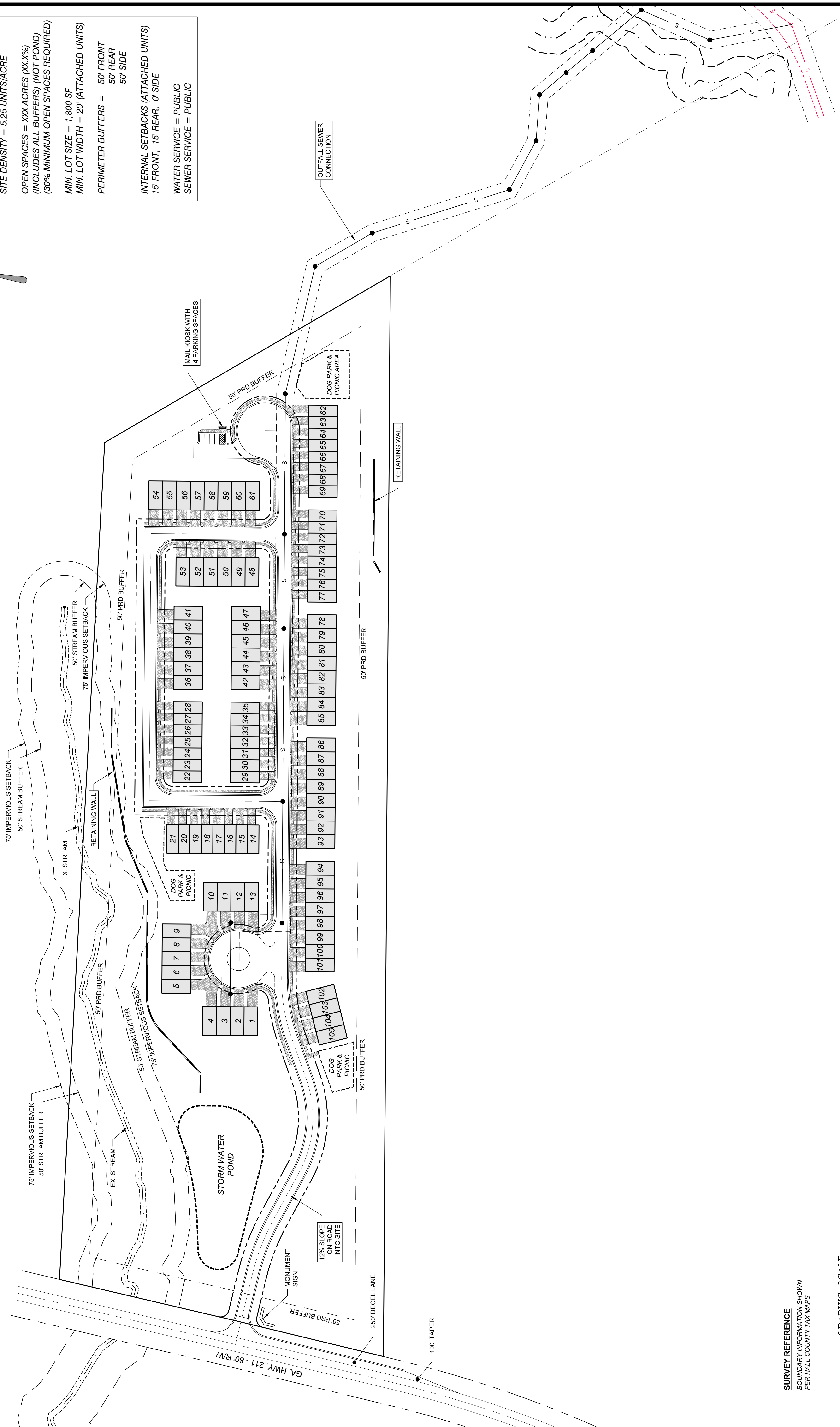
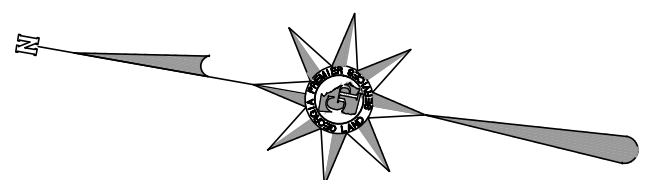
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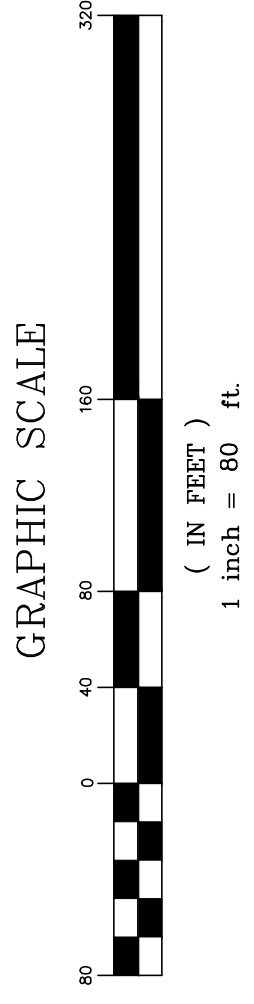
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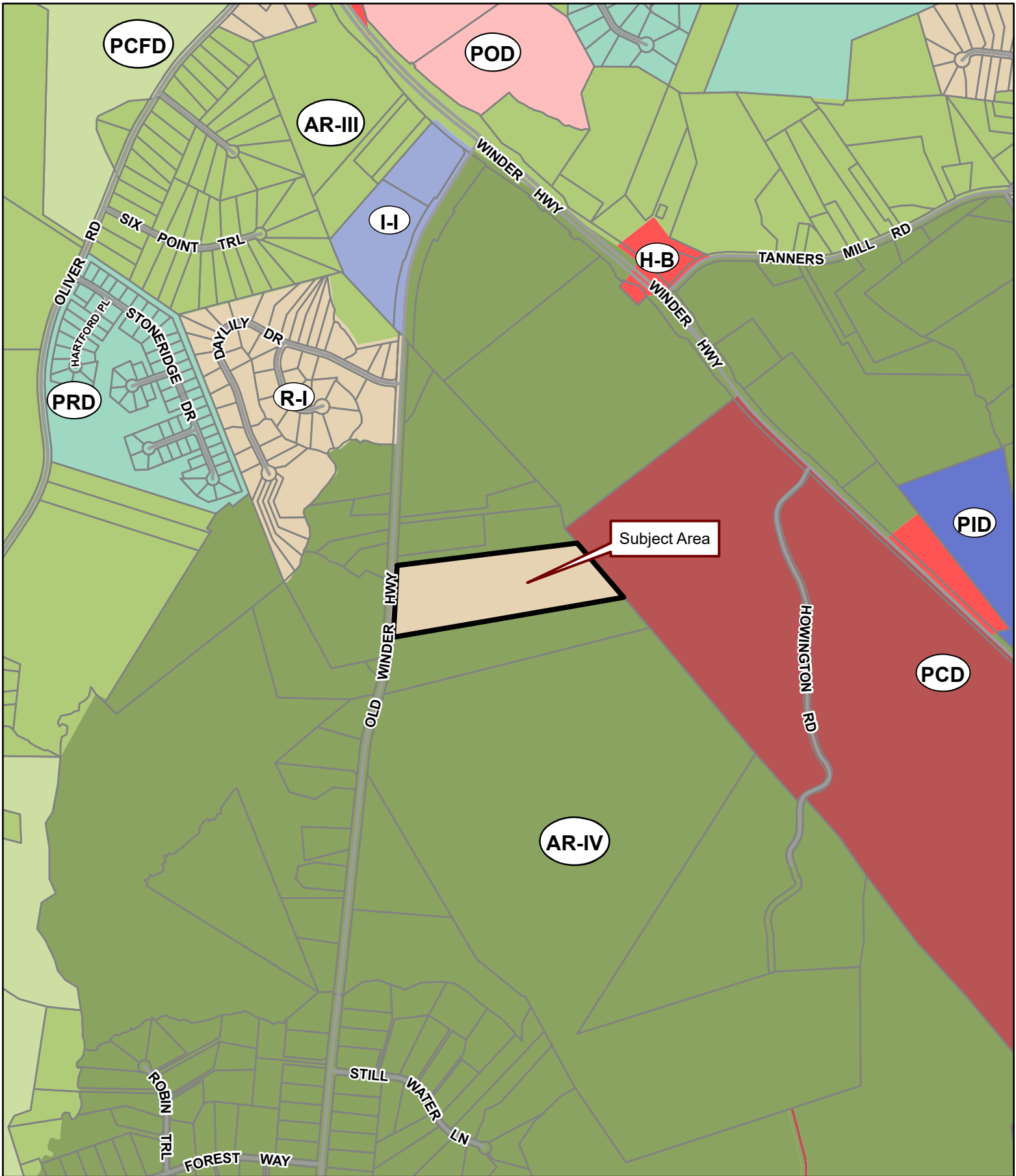
SITE SUMMARY

- APPROXIMATE SITE AREA = 20.0 AC.
- PROPOSED ZONING = PRD
- USE = TOWNHOUSES (FEE SIMPLE)
- TOTAL UNITS = 105 LOTS
 - 38 UNITS (20' X 50')
 - 67 UNITS (24' X 50')
- SITE DENSITY = 5.25 UNITS/ACRE
- OPEN SPACES = XXX ACRES (XX.X%)
(INCLUDES ALL BUFFERS) (NOT POND)
(30% MINIMUM OPEN SPACES REQUIRED)
- MIN. LOT SIZE = 1,800 SF
- MIN. LOT WIDTH = 20' (ATTACHED UNITS)
- PERIMETER BUFFERS = 50' FRONT
50' REAR
50' SIDE
- INTERNAL SETBACKS (ATTACHED UNITS)
15' FRONT, 15' REAR, 0' SIDE
- WATER SERVICE = PUBLIC
- SEWER SERVICE = PUBLIC



SURVEY REFERENCE
BOUNDARY INFORMATION SHOWN
PER HALL COUNTY TAX MAPS





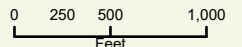
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Tax Parcel #: 15038 000059

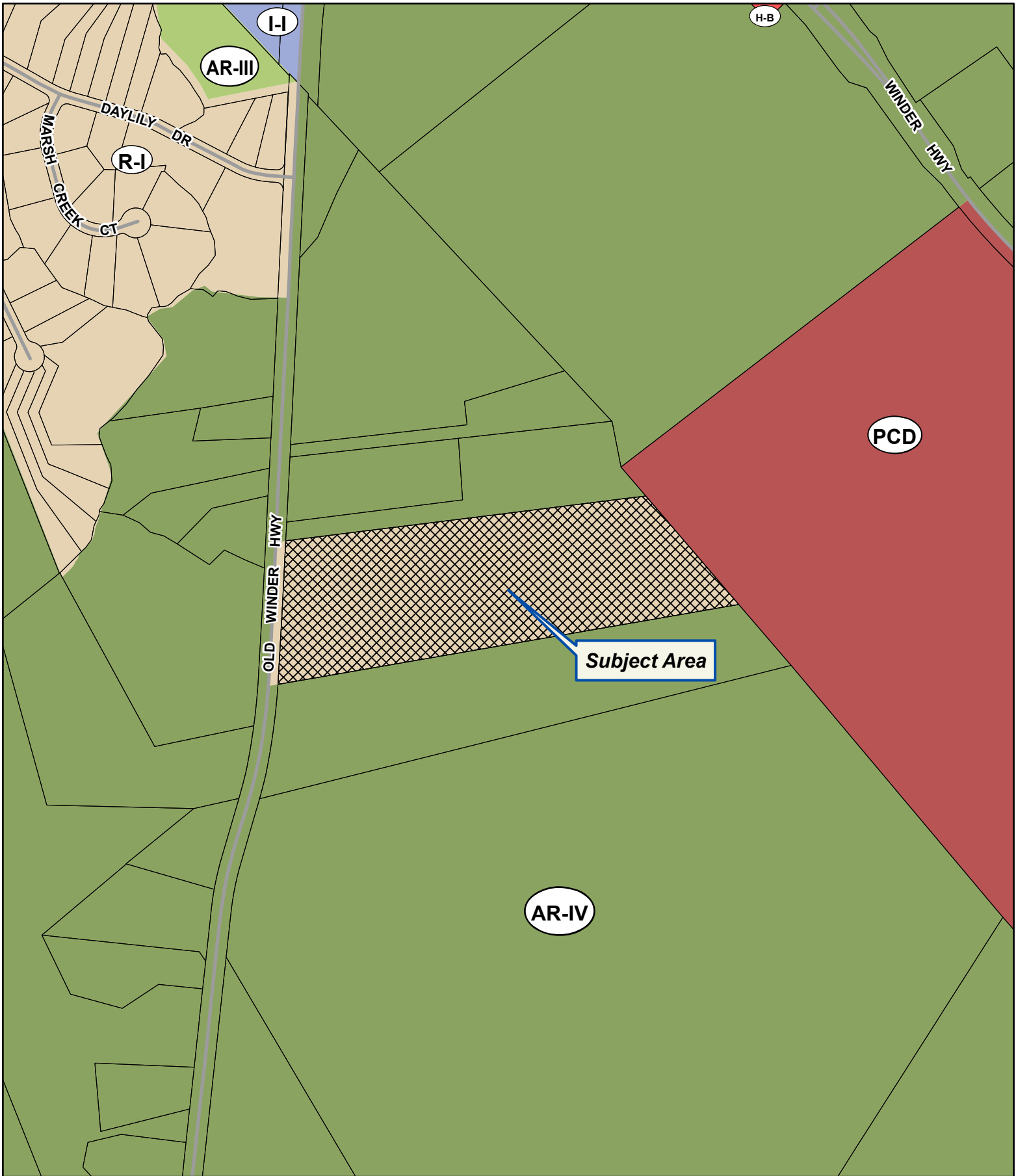
Location: 5079 OLD WINDER HIGHWAY, BRASELTON, GA 30517

Commission District 1

PC Mtg. Date: 05/20/24



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



Applicant: STEVEN P. GILLIAM

Tax Parcel #: 15038 000059

Location: 5079 OLD WINDER HIGHWAY, BRASELTON, GA 30517

Commission District 1

PC Mtg. Date: 05/20/24



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





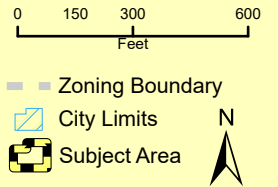
Applicant: STEVEN P. GILLIAM

Tax Parcel #: 15038 000059

Location: 5079 OLD WINDER HIGHWAY, BRASELTON, GA 30517

Commission District 1

PC Mtg. Date: 05/20/24







24' x 50' Front Entry Product Townhome















FILED & RECORDED 01/04/2021 12:10 PM
DEED BOOK 8691 PAGES 67 - 69
FILING FEES: \$25.00
PT61: 069-2020-010726 TRANSFER TAX: \$0.00
RECORDED BY: EAR
CLERK: Charles Baker, C.S.C Hall County, GA

Return Recorded Document to:
✓ OHLSON & MEDLOCK, LLC
6335 Amherst Ct.
Peachtree Corners, GA 30092
Deed Prep
Parcel #: 15038 000059

QUITCLAIM DEED

STATE OF Georgia
COUNTY OF Gwinnet

THIS INDENTURE, Made the 11th day of Dec., 2020 between

Freidoon Hojat

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

**Freidoon Hojat Kashani And Torkane Hojat Kashani
As Joint Tenants with right of Survivorship**

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

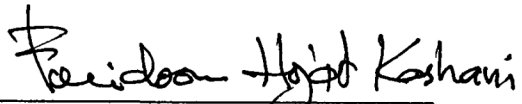
WITNESSETH that : Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

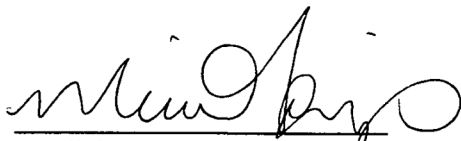
SEE ATTACHED EXHIBIT A

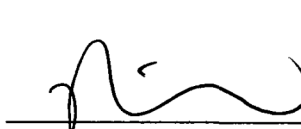
TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:


Freidoon Hojat AKA Freidoon Hojat Kashani


(Unofficial witness)


(Notary Public)




EXHIBIT A

all that tract of land in Clinchem District of Hall County, Georgia, containing twenty acres described as follows: beginning at a point on the east side of the right of way of State Route 211 located 3459 feet as measured along the east side of said right of way south of the center line of highway 53; thence N 83° 04' 07" E 1452.55 feet thence S 41° 27' 16" E 578.09 feet; thence S 80° 20' 11" W. 1874.01 feet; thence northerly along the east side of right of way of State Route 211 following the curve thereof 48.2 feet; thence N 02° 16' 45" E along the east side of said State Route 211 a distance of 524.8 feet to the beginning corner.

Said property is part of the property conveyed to Donald E. Almond and Mary Ellen Almond by deed recorded in Book 1187 at page 111, Hall County deed records and is conveyed subject to the following restriction in said deed:

No mobile home shall be located on any part of said property during a period of twenty years from this date.

TRAFFIC IMPACT STUDY

FOR

ATLAS TOWNHOMES

HALL COUNTY, GA

Prepared By:



2470 Sandy Plains Road
Marietta, GA 30066

February 22, 2024

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- Appendix D: Synchro Reports
- Appendix E: Trip Generation Report
- Appendix F: ICE Tool Report



EXECUTIVE SUMMARY

Atlas Development Townhouse Project is a proposed residential development located along SR 211 in Hall County, GA. The site is approximately 20 acres and is located along the east side of SR 211, south of SR 53. The development will include 105 townhomes is expected to be constructed by 2027. The site will be accessed by one new driveway on SR 211. This study analyzed existing and future traffic operations and capacity analysis for the study intersections to determine if recommendations to the existing roadway network should be made to accommodate the new traffic and determine how the new driveway should be controlled.

This study analyzed the impacts the development's generated trips are expected to have on the surrounding roadway network and study intersections. The study intersections are listed below:

1. SR 53 at SR 211
2. SR 211 at Atlas Drive

The ITE Trip Generation Manual, was referenced to estimate the trips generated by the residential development. The expected trips were added to the future projected traffic volumes to analyze delay and level of service at the study intersections in build condition and compare with the existing conditions. The geometry and method of control for the access driveway intersection on the State Route was determined utilizing GDOT's auxiliary lane requirements and ICE tool.

The existing intersection is operating at an overall acceptable level of service in the existing year (2024) and no-build year (2027). The development traffic has a nominal effect on the existing intersection's delay and operation. The development driveway is expected to operate acceptably upon full build-out of the development. Based on the auxiliary lane analysis per GDOT guidelines, both a left-turn and a right-turn lane are recommended at the driveway intersection.

The following is the recommended configuration at the development driveway:

SR 211 at Atlas Drive

- Atlas Drive should be full-access, stop-sign controlled.
- Atlas Drive should be two lanes, one entry and one exit lane.
- Install a northbound right-turn storage lane on SR 211. Lane dimensions should meet GDOT minimum requirements.
- Install a southbound left-turn storage lane on SR 211. Lane dimensions should meet GDOT minimum requirements.

No other roadway improvements are recommended for this development.



INTRODUCTION

A traffic impact study was conducted by Southeastern Engineering, Inc. for the proposed townhome development along SR 211/Old Winder Hwy south of SR 53/Winder Hwy in Hall County, GA. The development proposes adding a total of 105 townhomes and is expected to be completed in 2027. The site will be accessed by a single new driveway on SR 211. An overall location map of the site area is shown in **Figure 1**.

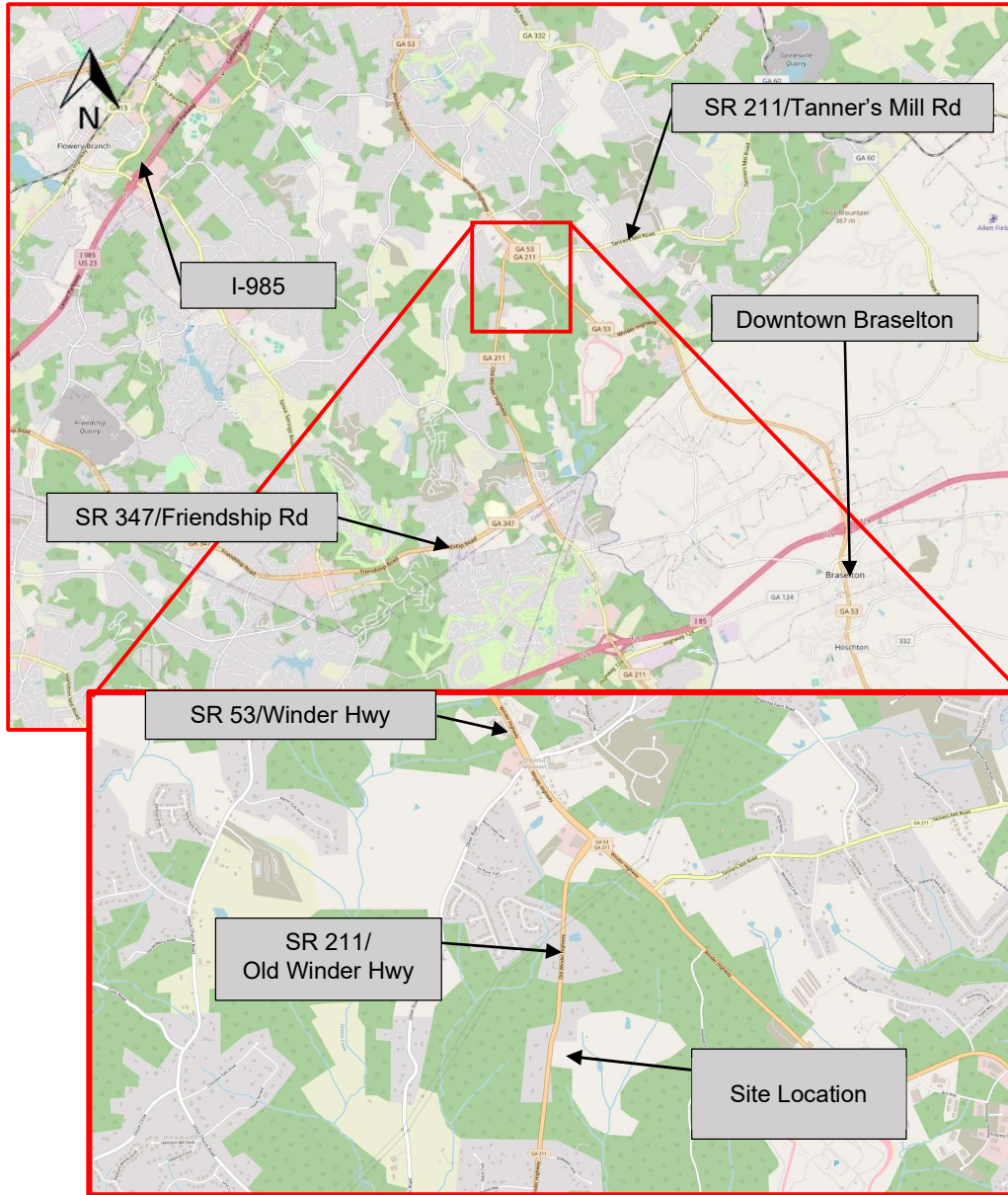


Figure 1 Location Map

This study will identify the potential impacts of the proposed development's traffic on the surrounding roadway network. The study includes the existing and future peak hour traffic operations and capacity analysis for the study intersections. As necessary, operational improvements will be identified and analyzed to mitigate the traffic impacts caused by the development. Based on the results of the analysis for the study intersections, recommendations will be made for intersection geometry and control methods.



PROJECT DESCRIPTION

The townhouse development will have 105 townhomes, built on approximately 20 acres of land in Hall County, GA. The site will have one new driveway on SR 211 proposed as a full-access, stop-sign controlled approach. This study analyzes traffic impact upon the full built-out of the development, which is planned for 2027. The site plan is attached in **Appendix A**.

Study Network

The traffic study analyzes traffic operations for the intersections in the vicinity of the development. Capacity analysis and level of service evaluations of the study intersections were conducted for the existing, no-build and build scenarios. An aerial of the study area is shown in **Figure 2**. The study intersections are listed below:

1. SR 53/Winder Hwy at SR 211/Old Winder Hwy– Traffic Signal
2. SR 211/Old Winder Hwy at Atlas Drive (*New Intersection*) – Minor-Street Stop-Control



Figure 2 Aerial of Study Area



Roadway Conditions

The roadway network adjacent to the development was examined to review the roadway characteristics in the study area.

SR 211/Old Winder Highway

SR 211/Old Winder Highway is an undivided two-lane roadway that is classified as a minor arterial. It has a posted speed limit of 45 mph north of Daylily Drive and 55 mph south of Daylily Drive. There is curb and gutter present as well as some sidewalk near its intersection with SR 53.

SR 53/Winder Highway

SR 53/Winder Highway is a four-lane median-divided roadway west of Tanners Mill Road and an undivided two-lane roadway east of Tanners Mill Road. It is classified as a minor arterial southeast of Old Winder Hwy and a principal arterial northeast of Old Winder Hwy. It has a posted speed limit of 45 mph. There is curb and gutter present along the roadway, as well as sidewalk in the study area.

EXISTING TRAFFIC CONDITIONS

Existing traffic volumes at the study intersections were collected on Tuesday, January 30th, 2024. Peak hour turning movement counts were collected at the existing study intersections, and daily traffic volumes were collected on primary roadways near the development. Existing daily traffic volumes collected in the study area are summarized in **Table 1**, and detailed traffic counts are attached in **Appendix B**. The existing AM and PM peak hour traffic volumes for the study area are shown in **Figure 3**.

Table 1: Existing Traffic Volumes			
Location	Volume		Total
	Northbound	Southbound	
SR 211 / Old Winder Hwy south of Daylily Dr	6,211	5,986	12,197



Level of Service Methodology

Intersection capacity analyses were performed using the methodology outlined in the Highway Capacity Manual, 6th Edition (HCM). This methodology is the industry standard for the evaluation of intersection capacity and delay. To facilitate the analysis, computer software Synchro was used. This software conforms to the methodology of the HCM.

An analysis of peak hour traffic conditions was performed to determine the level of service (LOS) at the study intersections. LOS for an intersection is based on vehicular delay at the intersection and is a typical measure of effectiveness used to evaluate intersection operations. The HCM provides ranges of delay for each LOS definition, spanning from very minimal delays (LOS A) to high delays (LOS F). LOS F is considered unacceptable for most drivers.

For unsignalized intersections, where a stop sign controls side streets or minor streets, the criterion for evaluating traffic operations is the LOS for the controlled turning movements at the intersection. Methodology from the HCM to determine the delay and LOS for these turning movements is based on the following input data including intersection geometry, lane configuration, and turning movement volumes.

For the signalized intersections, LOS is based on the following input data: intersection geometry, lane configuration, turning movement volumes, traffic signal timing.

Table 2 below indicates the relationship between delay and LOS for unsignalized and signalized intersections, respectively.

Level of Service	Control Delay Per Vehicle (sec)	
	Unsignalized Intersection	Signalized Intersection
A	≤10	≤10
B	>10 and ≤15	>10 and ≤20
C	>15 and ≤25	>20 and ≤35
D	>25 and ≤35	>35 and ≤55
E	>35 and ≤50	>55 and ≤80
F	>50	>80

Existing Conditions Level of Service

The level of service for the existing condition was determined using Synchro 11. The existing intersection geometry, lane configuration, signal timings, and turning volumes were utilized for the analysis of the intersection. The results of the intersection capacity analysis are summarized in **Table 3**, and detailed Synchro reports are attached in **Appendix D**. The levels of service for all approaches at the existing intersection are acceptable in the existing conditions.

Intersection	Control Type	Approach	Delay (LOS)	
			AM	PM
SR 53 at SR 211	Signalized Intersection	EB	7 (A)	7 (A)
		WB	8 (A)	7 (A)
		NB	17 (B)	18 (B)
		Overall	9 (A)	9 (A)



FUTURE CONDITIONS – WITHOUT THE PROPOSED DEVELOPMENT (NO-BUILD)

The impact of the proposed development on the roadway network was analyzed and evaluated in the future year (2027) without the proposed development (No-Build) to compare the future conditions with the proposed fully constructed development (Build).

Growth Rate

Growth rate for the study area was calculated using annual volume statistics from GDOT’s Traffic Analysis & Data Application (TADA). The growth rate calculated using the GDOT’s historical traffic data is summarized in **Table 4**. Historical counts and calculations from all sources are attached in **Appendix C**.

Station ID	Location	5-Year Growth Rate	10-Year Growth Rate
139-0441	Spout Springs Rd n/o Iris Dr	3.4%	5.3%
135-0476	Thompson Mill Rd w/o Puckett Rd	2.3%	1.0%
139-8206	Union Circle e/o Spout Springs	9.7%	4.1%
139-7382	Ridge Rd s/o SR 347	8.3%	6.3%
139-0437	Spout Springs Rd n/o SR 347	2.6%	3.2%
5 - Year and 10 - Year Average		5.2%	4.0%
Average Growth Rate		4.6%	

Hall County census data obtained from the U.S. Census Bureau and the Georgia Governor’s Office of Planning and Budget was used to calculate a growth rate for the study area. County census data and estimated growth rate is shown in **Table 5**.

Geographic Area	Average 5-Year Growth Rate from 2020 to 2050						
	2020-2025	2025-2030	2030-2035	2035-2040	2040-2045	2045-2050	Average
Hall County	1.6%	1.4%	1.3%	1.1%	1.0%	1.0%	1.2%
Geographic Area	Average 10-Year Growth Rate from 2020 to 2050						
	2020-2030		2030-2040		2040-2050		Average
Hall County	1.3%		1.3%		1.1%		1.3%

Census data from the U.S. Census Bureau was used to calculate a growth rate for Hall County. Growth rate estimated using the U.S. Census Bureau data is shown in **Table 6**.

Geographic Area	2010 Census	2020 Census	2010 to 2020 Growth Rate
Hall County	179,684	203,136	1.23%

The overall project growth rate for this project was determined reviewing the different sources, and an average growth rate of 2.1% was utilized for the study to project future year traffic volumes.



Future No-Build Traffic Volumes

The projected future 2027 background traffic volumes were calculated by applying the annual exponential growth rate over three years to the existing 2024 background traffic volumes. Future 2027 background traffic volume is shown in **Figure 3**.

Future No-Build Conditions Level of Service

The methodology discussed previously was used to determine the level of service for the study intersections using the future 2027 background traffic volumes to determine operations at the study intersections. The intersection capacity analysis results for future no-build year (2027) are summarized in **Table 7** and detailed Synchro reports are attached in **Appendix D**. The existing intersection and all its approaches are expected to continue to operate similarly and at acceptable levels of service as they do in the existing year (2024) conditions.

Intersection	Control Type	Approach	Delay (LOS)	
			AM	PM
SR 53 at SR 211	Signalized Intersection	EB	7 (A)	8 (A)
		WB	8 (A)	8 (A)
		NB	19 (B)	21 (C)
		Overall	10 (B)	11 (B)

PROPOSED DEVELOPMENT

The townhouse development will have 105 townhomes located along SR 211 in Hall County, GA. One new driveway on SR 211 is proposed as a full access, stop-controlled approach. This study analyzes traffic impact upon the full built-out of the development, which is planned for 2027.

Trip Generation

The number of trips expected to be generated from the development were estimated based on the method defined in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. The trip generation for the proposed development is summarized in **Table 8**. The trip generation report is attached in **Appendix E**.

Land Use (ITE Code)	Unit of Measure	Daily Traffic			AM Peak Hour			PM Peak Hour		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Multi-Family Housing (Low-Rise) (220)	105 Units	374	374	748	13	42	55	41	25	66

Trip Distribution and Assignment

The trips expected to be generated from the proposed development were distributed on the roadway network in the study area. The proposed distribution is based on historical counts and observed traffic patterns in the study area. **Figure 3** shows the development-generated trips in the network.

Auxiliary Lane Analysis

The need for auxiliary lanes on SR 211 was evaluated at the driveway intersection based on the guidelines from GDOT’s *Regulations for Driveway and Encroachment Control*. Auxiliary lanes are used on approaches to intersections when the projected daily turning traffic volumes exceed minimum levels. Based on the GDOT manual a left-turn lane is recommended at an intersection if the threshold values as shown in **Table 9** are met.



Table 9: Left-Turn Lane Requirements

Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	ADT < 6,000	ADT ≥ 6,000	ADT < 10,000	ADT ≥ 10,000
35 MPH or Less	300 LTV a day	200 LTV a day	400 LTV a day	300 LTV a day
40 to 50 MPH	250 LTV a day	175 LTV a day	325 LTV a day	250 LTV a day
≥ 55 MPH	200 LTV a day	150 LTV a day	250 LTV a day	200 LTV a day

Based on the GDOT manual a right-turn lane is recommended at an intersection if the threshold values as shown in **Table 10** are met.

Table 10: Right-Turn Lane Requirements

Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	ADT < 6,000	ADT ≥ 6,000	ADT < 10,000	ADT ≥ 10,000
35 MPH or Less	200 RTV a day	100 RTV a day	200 RTV a day	100 RTV a day
40 to 50 MPH	150 RTV a day	75 RTV a day	150 RTV a day	75 RTV a day
55 to 60 MPH	100 RTV a day	50 RTV a day	100 RTV a day	50 RTV a day
≥65 MPH	Always	Always	Always	Always

SR 211 is a two-lane route, with an existing average daily traffic volume of approximately 12,195 vehicles per day (vpd) and has a posted speed limit of 55 miles per hour. Based on these characteristics, the threshold for a left-turn lane is 150 LTV per day, and a right-turn lane is set at 50 RTV per day. Based on the expected trip distribution, approximately 165 vpd will make a left-turn and approximately 210 vpd will make a right-turn onto Atlas Drive (new driveway). Therefore, both a right-turn and left-turn lane are recommended on SR 211 at the new driveway intersection, and will be included in the analysis.

FUTURE CONDITIONS - WITH THE PROPOSED DEVELOPMENT (BUILD)

To assess the impact of the proposed development, the site-generated trips were added to the future no-build background traffic, and the combined volumes were analyzed.

Build Traffic Volumes

The trips expected to be generated from the development were distributed on the roadway network in the study area. The proposed distribution is based on historical counts and traffic patterns in the area from the collected data. The total site generated trip distribution for peak hours is shown in **Figure 3**.

Delay Analysis for Build Condition

The level of service criteria discussed in the prior sections was applied to the study intersections to determine the impacts of 2027 background traffic volumes plus total site-generated volumes. All intersections were analyzed with existing controls and geometric configurations. The driveway was modeled with the auxiliary lanes on SR 211.

The results of the intersection capacity analysis for the future year with the development are summarized in **Table 11** and detailed Synchro reports are attached in **Appendix D**. The proposed development is expected to have a nominal impact on the existing signalized intersection of SR 53 at SR 211. The site driveway is expected to operate acceptably upon full build-out of the development.



Intersection	Control Type	Approach	Delay (LOS)	
			AM	PM
SR 53 at SR 211	Signalized Intersection	EB	8 (A)	8 (A)
		WB	8 (A)	8 (A)
		NB	19 (B)	21 (C)
		Overall	11 (B)	11 (B)
SR 211 at Atlas Drive	Minor-Street Stop-Control	WB	21 (C)	21 (C)

Intersection Control Evaluation (ICE)

GDOT policy 4A-5 states an intersection control evaluation (ICE) is required for a proposed driveway intersection on State Routes. Accordingly, ICE was performed on the new driveway intersection. The ICE process compares and scores the feasible intersection controls based on project cost, safety analysis, traffic operations, environmental impacts, and stakeholder posture. The higher the ICE score, the preferable the intersection control per the GDOT ICE tool.

An ICE waiver was provided for the new driveway on SR 211 because only one feasible alternative, the minor-street stop control with both right-turn and left-turn storage lanes on SR 211, was identified in Stage 1. The ICE tool and associated operational analysis reports are attached in **Appendix F**.

Level of Service Comparison

The results of the intersection capacity analysis for the no-build (2027) and build with the development are summarized in **Table 12** below for the study intersections. The site driveway is expected to operate acceptably upon full build out of the development. The impact of the development traffic on the existing intersection of SR 53 at SR 211 is nominal.

Intersection	Control Type	Approach	No-Build Conditions		Build Conditions	
			Delay (LOS)		Delay (LOS)	
			AM	PM	AM	PM
SR 53 at SR 211	Signalized	EB	7 (A)	8 (A)	8 (A)	8 (A)
		WB	8 (A)	8 (A)	8 (A)	8 (A)
		NB	19 (B)	21 (C)	19 (B)	21 (C)
		Overall	10 (B)	11 (B)	11 (B)	11 (B)
SR 211 at Atlas Drive	Minor-Street Stop-Control	WB			21 (C)	21 (C)



CONCLUSION

Atlas Development Townhouse Project is a proposed residential development located along SR 211 in Hall County, GA. The site is approximately 20 acres and is located along the east side of SR 211, south of SR 53. The development will include 105 townhomes is expected to be constructed by 2027. The site will be accessed by a single driveway on SR 211. This study analyzed existing and future traffic operations and capacity analysis for the study intersections to determine if recommendations to the existing roadway network should be made to accommodate the new traffic and determine how the new driveway should be controlled.

Based on the analysis, the development driveway and the existing adjacent intersection are expected to operate acceptably in the future no-build and build scenarios. The proposed development will have a nominal impact on the existing intersection.

Based on the auxiliary lane analysis, both a left-turn lane and a right-turn lane are recommended on SR 211 at the driveway intersection.

The following is the recommended configuration at the development driveway:

SR 211 at Atlas Drive

- Atlas Drive should be full-access, stop-sign controlled.
- Atlas Drive should be two lanes, one entry and one exit lane.
- Install a northbound right-turn storage lane on SR 211. Lane dimensions should meet GDOT minimum requirements.
- Install a southbound left-turn storage lane on SR 211. Lane dimensions should meet GDOT minimum requirements.

No other roadway improvements are recommended for this development.



APPENDICES

- **Appendix A**
 - Site Plan
- **Appendix B**
 - Traffic Counts Summary Sheets
- **Appendix C**
 - Growth Rate Summary
- **Appendix D**
 - Synchro Reports
- **Appendix E**
 - Trip Generation Report
- **Appendix F**
 - ICE Tool Report



Appendix A
Site Plan

Appendix B
Traffic Counts Summary Sheets

Turning Movement Counts

SR 53 / Winder Hwy at SR 211 / Old Winder Hwy



[Click here for Map](#)

Peak Hour Turning Movement Count

Hall County, GA



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Tuesday, January 30, 2024	
Period	0600 - 0800
Peak Hour	0700 - 0800

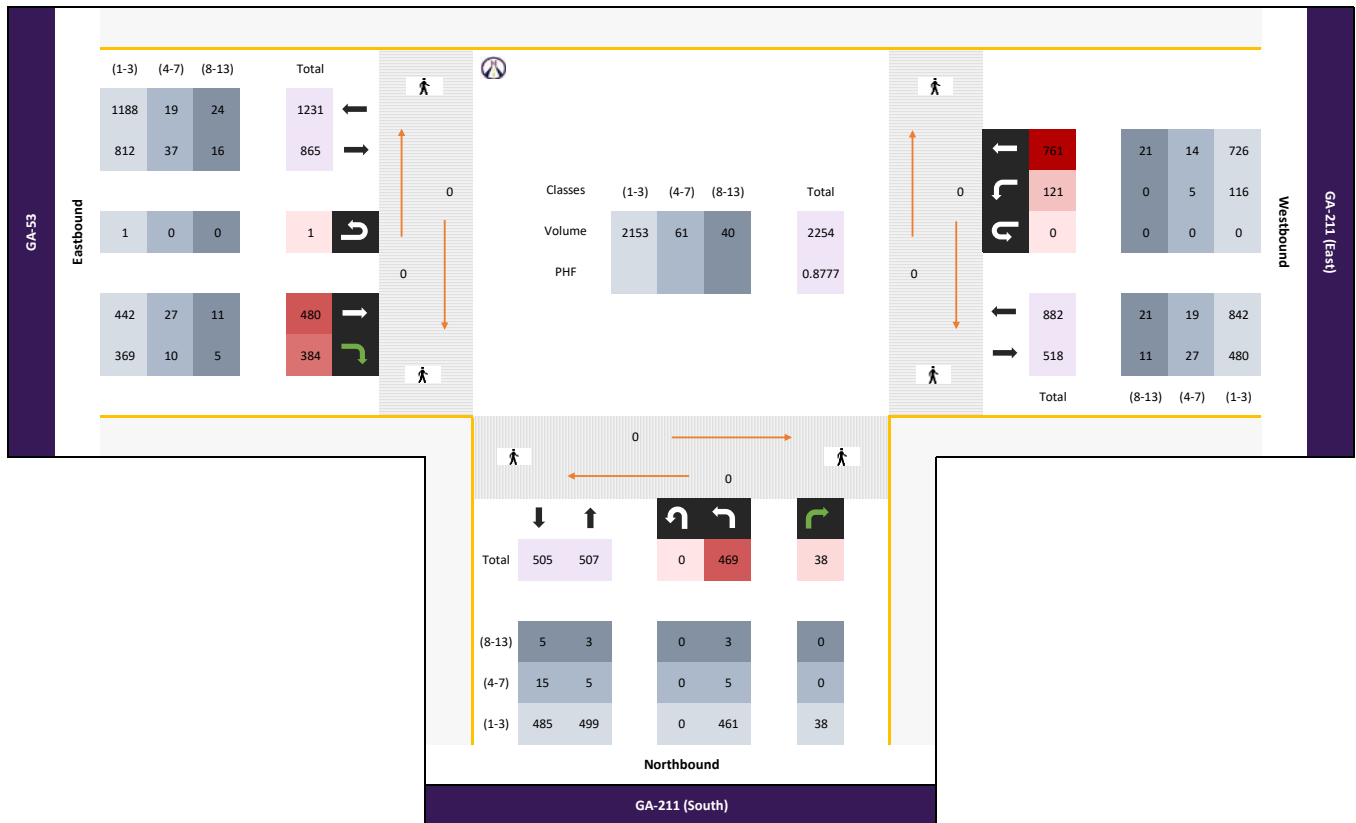
* the Peak Hour Diagram does not include Bikes

Session Parameters

(Drop Down Menu)

Peak Hour

Volume





[Click here for Map](#)

Peak Hour Turning Movement Count

Hall County, GA



www.marrtraffic.com



Tuesday, January 30, 2024	
Period	1600 - 1800
Peak Hour	1700 - 1800

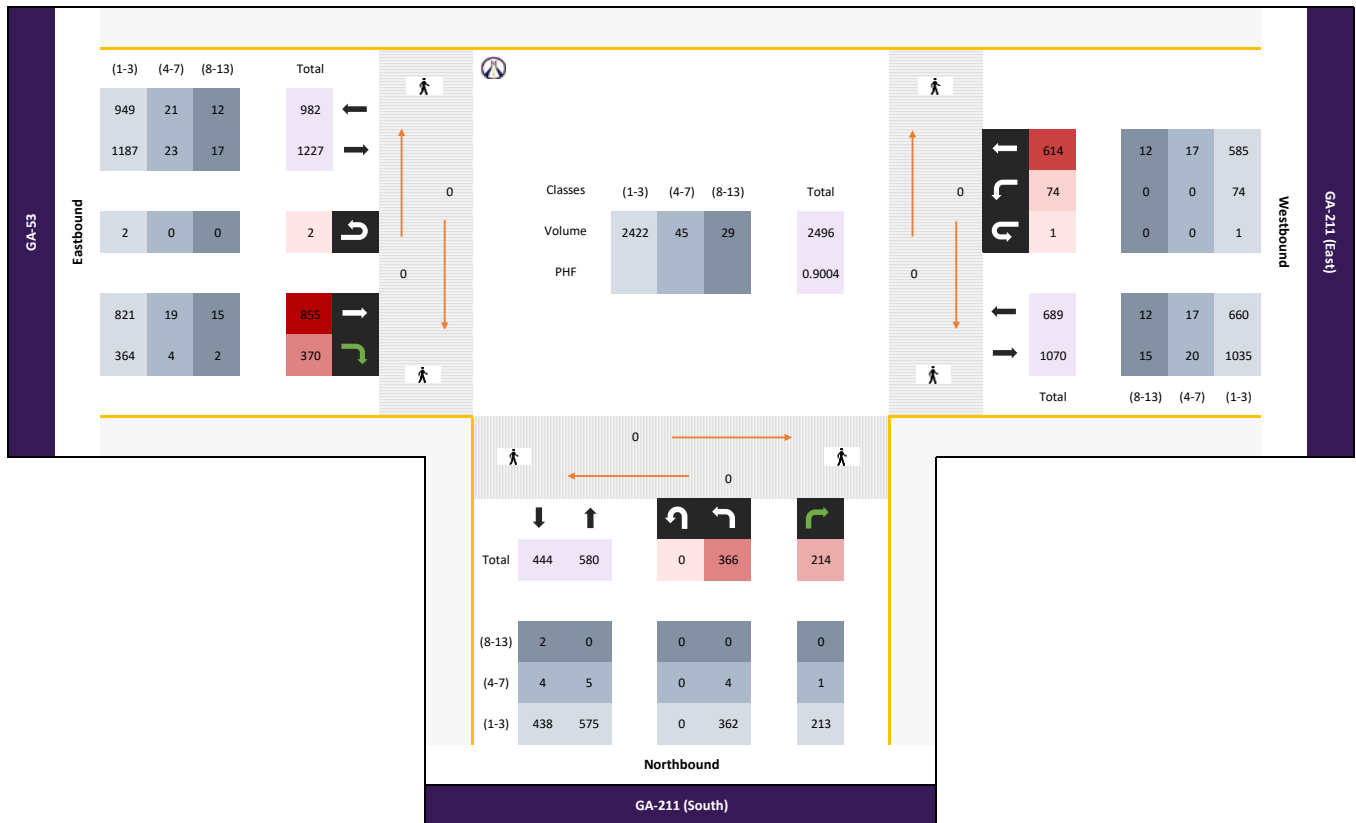
* the Peak Hour Diagram does not include Bikes

Session Parameters

(Drop Down Menu)

Peak Hour

Volume



**24-Hour Classification Count
SR 211 south of Daylily Dr.**

Bi-Directional Class Count || NB EB 15min

Hall County, GA



www.marrtraffic.com

Site 1
GA-211 (East),
south of Daylily Dr

Date
Tuesday, January 30, 2024

Weather
Fair
47°F

Lat/Long
34.161821°, -83.835738°

[Click here for Detailed Weather](#)

[Click here for Map](#)

0000 - 2400 (Weekday 24h Session) (01-30-2024)
NB EB 15min

Time	Northbound (Movement 1.1)													15min Total	60min Total
	1	2	3	4	5	6	7	8	9	10	11	12	13		
0000-0015	0	3	3	0	0	0	0	0	0	0	0	0	0	6	
0015-0030	0	4	3	0	0	0	0	0	0	0	0	0	0	7	
0030-0045	0	3	4	0	0	0	0	0	0	0	0	0	0	7	
0045-0100	0	3	1	0	0	0	0	0	0	0	0	0	0	4	24
0100-0115	0	4	0	0	0	0	0	0	0	0	0	0	0	4	
0115-0130	0	3	2	0	0	0	0	0	0	0	0	0	0	5	
0130-0145	0	3	0	0	0	0	0	0	1	0	0	0	0	4	
0145-0200	0	1	1	0	0	0	0	0	0	0	0	0	0	2	15
0200-0215	0	2	0	0	0	0	0	0	0	0	0	0	0	2	
0215-0230	0	4	3	0	0	0	0	0	0	0	0	0	0	7	
0230-0245	0	3	0	1	3	0	0	0	0	0	0	0	0	7	
0245-0300	0	3	2	0	0	0	0	1	1	0	0	0	0	7	23
0300-0315	0	3	1	0	1	0	0	0	0	0	0	0	0	5	
0315-0330	0	2	0	0	1	0	0	0	0	0	0	0	0	3	
0330-0345	0	3	2	0	0	0	0	0	0	0	0	0	0	5	
0345-0400	0	4	2	0	0	0	0	0	0	0	0	0	0	6	19
0400-0415	0	3	3	0	0	0	0	0	0	0	0	0	0	6	
0415-0430	0	7	5	0	0	0	0	0	0	0	0	0	0	12	
0430-0445	0	7	10	0	0	0	0	0	0	0	0	0	0	17	
0445-0500	0	8	4	0	3	0	0	0	1	0	0	0	0	16	51
0500-0515	0	9	4	1	2	0	0	0	2	0	0	0	0	18	
0515-0530	0	8	6	0	1	0	0	0	2	0	0	0	0	17	
0530-0545	0	21	14	0	0	0	0	0	1	0	0	0	0	36	
0545-0600	0	18	11	0	0	0	0	0	0	0	0	0	0	29	100
0600-0615	0	45	11	0	0	0	0	0	0	0	0	0	0	56	
0615-0630	0	60	14	0	4	0	0	0	0	0	0	0	0	78	
0630-0645	0	70	17	0	3	1	0	0	0	0	0	0	0	91	
0645-0700	0	80	19	0	2	0	0	0	0	0	0	0	0	101	326
0700-0715	0	88	20	0	1	0	0	0	0	0	0	0	0	109	
0715-0730	0	113	26	0	0	0	0	0	0	0	0	0	0	139	
0730-0745	0	112	34	0	1	0	0	0	1	0	0	0	0	148	
0745-0800	0	86	26	1	2	0	0	1	1	0	0	0	0	117	513
0800-0815	0	63	36	0	0	1	0	0	0	0	0	0	0	100	
0815-0830	0	68	16	0	0	0	0	0	0	0	0	0	0	84	
0830-0845	0	81	34	0	0	0	0	0	2	0	0	0	0	117	
0845-0900	0	74	25	0	0	0	0	0	3	0	0	0	0	102	403
0900-0915	0	78	22	0	2	2	0	0	1	0	0	0	0	105	
0915-0930	0	68	29	0	2	1	0	0	0	0	0	0	0	100	
0930-0945	0	67	18	0	3	0	0	0	1	0	0	0	0	89	
0945-1000	0	50	27	0	5	1	0	0	1	0	0	0	0	84	378
1000-1015	0	55	20	0	3	2	0	0	1	3	0	0	0	84	
1015-1030	0	69	20	0	5	4	0	1	0	0	0	0	0	99	
1030-1045	0	63	22	0	3	1	0	1	0	0	0	0	0	90	
1045-1100	0	66	23	0	4	0	0	0	1	0	0	0	0	93	366
1100-1115	0	53	18	0	4	0	0	0	1	0	0	0	0	76	
1115-1130	0	55	19	0	4	0	0	0	3	0	0	0	0	81	
1130-1145	0	68	23	0	3	0	0	0	0	0	0	0	0	94	
1145-1200	0	46	16	0	2	0	0	0	0	0	0	0	0	64	315
1200-1215	0	61	29	0	1	2	0	1	4	0	0	0	0	98	
1215-1230	0	64	21	0	3	0	0	2	1	0	0	0	0	91	
1230-1245	0	69	18	0	3	2	0	0	3	0	0	0	0	95	
1245-1300	0	60	19	0	0	2	0	0	2	0	0	0	0	63	347
1300-1315	0	58	21	0	5	2	0	0	0	0	0	0	0	86	
1315-1330	0	59	18	1	1	2	0	0	1	0	0	0	0	82	
1330-1345	0	74	10	0	1	0	0	0	0	0	0	0	0	85	
1345-1400	0	60	25	0	1	1	0	2	4	0	0	0	0	93	346
1400-1415	0	67	21	0	0	0	0	0	1	1	0	0	0	90	
1415-1430	0	65	18	1	4	0	0	1	1	0	0	0	0	90	
1430-1445	0	57	34	4	0	0	0	1	0	0	0	0	0	96	
1445-1500	0	74	26	0	1	0	0	0	1	0	0	0	0	102	378
1500-1515	0	82	15	1	3	1	0	0	1	1	0	0	0	104	
1515-1530	0	95	17	0	1	3	0	0	0	0	0	0	0	116	
1530-1545	0	86	18	0	1	2	0	1	1	0	0	0	0	109	
1545-1600	0	93	32	0	4	2	0	2	0	0	0	0	0	133	462
1600-1615	0	85	29	2	2	1	0	0	1	0	0	0	0	120	
1615-1630	1	92	25	1	2	0	0	0	1	0	0	0	0	122	
1630-1645	0	80	31	0	0	1	0	0	0	0	0	0	0	112	
1645-1700	0	94	28	0	0	2	0	0	0	0	0	0	0	124	478
1700-1715	1	124	19	0	1	0	0	0	0	0	0	0	0	145	
1715-1730	0	147	32	0	2	0	0	0	0	0	0	0	0	181	
1730-1745	1	107	29	0	0	0	0	0	0	0	0	0	0	137	
1745-1800	1	108	16	0	2	0	0	0	0	0	0	0	0	127	590
1800-1815	0	85	21	1	1	0	0	0	0	0	0	0	0	108	
1815-1830	0	88	22	0	0	1	0	0	1	0	0	0	0	112	
1830-1845	0	87	12	0	1	0	0	0	0	0	0	0	0	100	
1845-1900	0	63	16	0	0	0	0	0	0	0	0	0	0	79	399
1900-1915	0	58	11	0	1	0	0	0	0	0	0	0	0	70	
1915-1930	0	67	17	0	2	0	0	1	0	0	0	0	0	87	
1930-1945	0	49	13	0	2	0	0	0	0	0	0	0	0	64	
1945-2000	0	36	8	0	1	0	0	0	0	0	0	0	0	45	266
2000-2015	0	27	10	0	0	0	0	0	0	0	0	0	0	37	
2015-2030	0	31	9	0	0	0	0	0	0	0	0	0	0	40	
2030-2045	0	50	15	0	0	0	0	0	0	0	0	0	0	65	
2045-2100	0	24	6	0	0	0	0	0	0	0	0	0	0	30	172
2100-2115	0	28	8	0	0	0	0	0	0	0	0	0	0	36	
2115-2130	0	24	5	0	0	0	0	0	0	0	0	0	0	29	
2130-2145	0	16	3	0	0	0	0	0	1	0	0	0	0	20	
2145-2200	0	30	6	0	0	0	0	0	1	0	0	0	0	37	122
2200-2215	0	19	3	0	0	0	0	1	0	0	0	0	0	23	
2215-2230	0	18	2	0	1	0	0	0	0	0	0	0	0	21	
2230-2245	0	16	2	0	0	0	0	0	0	0	0	0	0	18	
2245-2300	0	11	2	0	0	0	0	0	0	0	0	0	0	13	75
2300-2315	0	12	1	0	0	0	0	0	0	0	0	0	0	13	
2315-2330	0	10	3	0	0	0	0	0	0	0	0	0	0	13	
2330-2345	0	7	2	0	0	0	0	0	0	0	0	0	0	9	
2345-0000	0	7	1	0	0	0	0	0	0	0	0	0	0	8	43

Session Total	4	4611	1365	14	113	35	0	17	50	2	0	0	0	6211
Session Average	0.04	48.03	14.22	0.15	1.18	0.36	0.00	0.18	0.52	0.02	0.00	0.00	0.00	64.70
Session Percentage	0.06	74.24	21.98	0.23	1.82	0.56	0.00	0.27	0.81	0.03	0.00	0.00	0.00	
AM Peak Hour	-	0700-0800	0715-0815	0500-0600	0930-1030	0945-1045	-	0945-1045	0815-0915	-	-	-	-	0700-0800
AM Peak Volume	0	399	122	1	16	8	0	3	6	0	0	0	0	513
Noon Peak Hour	-	1445-1545	1400-1500	1415-1515	1015-1115	1230-1330	-	1345-1445	1200-1300	1315-1415	-	-	-	1445-1545
Noon Peak Volume	0	337	99	6	16	8	0	4	10	1	0	0	0	431
PM Peak Hour	1700-1800													

Bi-Directional Class Count || SB WB 15min

Hall County, GA



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Site 1
GA-211 (East),
south of Daylily Dr

Date
Tuesday, January 30, 2024

Weather
Fair
47°F

Lat/Long
34.161821°, -83.835738°

[Click here for Detailed Weather](#)

[Click here for Map](#)

0000 - 2400 (Weekday 24h Session) (01-30-2024)
SB WB 15min

Time	Southbound (Movement 1.2)													15min Total	60min Total
	1	2	3	4	5	6	7	8	9	10	11	12	13		
0000-0015	0	6	1	0	0	0	0	0	0	0	0	0	0	7	
0015-0030	0	5	2	0	0	0	0	0	0	0	0	0	0	7	
0030-0045	0	3	2	0	0	0	0	0	0	0	0	0	0	5	
0045-0100	0	2	1	0	0	0	0	0	0	0	0	0	0	3	22
0100-0115	0	3	3	0	0	0	0	0	0	0	0	0	0	6	
0115-0130	0	5	1	0	0	0	0	0	0	0	0	0	0	6	
0130-0145	0	4	2	0	0	0	0	0	0	0	0	0	0	6	
0145-0200	0	4	1	0	0	0	0	0	0	0	0	0	0	5	23
0200-0215	0	0	0	0	0	0	0	0	1	0	0	0	0	1	
0215-0230	0	5	0	0	0	0	0	0	1	0	0	0	0	6	
0230-0245	0	3	0	0	1	0	0	0	0	0	0	0	0	4	
0245-0300	0	7	2	0	0	0	0	0	0	0	0	0	0	9	20
0300-0315	0	3	0	0	0	0	0	0	0	0	0	0	0	3	
0315-0330	0	4	1	0	0	0	0	0	0	0	0	0	0	5	
0330-0345	0	3	0	0	0	0	0	0	0	0	0	0	0	3	
0345-0400	0	5	1	0	0	0	0	0	0	0	0	0	0	6	17
0400-0415	0	2	0	1	0	0	0	0	0	0	0	0	0	3	
0415-0430	0	6	2	0	1	0	0	0	0	0	0	0	0	9	
0430-0445	0	10	2	0	0	0	0	0	1	0	0	0	0	13	
0445-0500	0	14	4	0	0	0	0	1	0	0	0	0	0	19	44
0500-0515	0	12	6	0	1	0	0	0	1	0	0	0	0	20	
0515-0530	0	26	8	0	0	0	0	0	1	0	0	0	0	35	
0530-0545	0	31	11	0	0	0	0	0	0	0	0	0	0	42	
0545-0600	0	37	12	0	0	0	0	0	1	0	0	0	0	50	147
0600-0615	0	60	16	0	1	0	0	0	0	0	0	0	0	77	
0615-0630	0	80	18	0	1	0	0	0	0	0	0	0	0	99	
0630-0645	0	60	14	0	3	0	0	0	0	0	0	0	0	77	
0645-0700	0	55	12	0	2	0	0	0	0	0	0	0	0	69	322
0700-0715	0	72	18	0	6	0	0	0	1	0	0	0	0	97	
0715-0730	0	68	23	0	4	0	0	0	1	0	0	0	0	96	
0730-0745	0	117	18	0	0	0	0	0	0	0	0	0	0	135	
0745-0800	0	144	29	4	1	0	0	0	3	0	0	0	0	181	509
0800-0815	0	100	30	1	1	2	0	0	2	0	0	0	0	136	
0815-0830	0	91	22	0	2	2	0	0	0	0	0	0	0	117	
0830-0845	0	67	24	0	5	0	0	0	0	0	0	0	0	96	
0845-0900	0	84	18	0	1	0	0	0	2	0	0	0	0	105	454
0900-0915	0	61	25	0	3	0	0	0	1	0	0	0	0	90	
0915-0930	0	50	14	0	4	2	0	0	1	0	0	0	0	71	
0930-0945	0	66	17	0	2	1	0	0	0	0	0	0	0	86	
0945-1000	0	60	23	0	3	2	0	0	0	0	0	0	0	88	335
1000-1015	0	58	19	0	4	0	0	0	0	0	0	0	0	81	
1015-1030	0	47	25	0	1	1	0	0	0	0	0	0	0	74	
1030-1045	0	51	16	0	2	0	0	0	1	0	0	0	0	70	
1045-1100	0	53	11	0	1	0	0	0	1	0	0	0	0	66	291
1100-1115	0	72	11	0	6	0	0	0	0	0	0	0	0	89	
1115-1130	0	60	10	0	5	2	0	1	1	0	0	0	0	79	
1130-1145	0	52	17	0	3	1	0	0	0	0	0	0	0	73	
1145-1200	0	49	20	0	5	0	0	0	0	0	0	0	0	74	315
1200-1215	0	47	28	0	2	0	0	1	0	0	0	0	0	78	
1215-1230	0	40	24	0	1	1	0	0	1	0	0	0	0	67	
1230-1245	0	73	22	0	2	1	0	0	0	0	0	0	0	98	
1245-1300	0	69	17	0	3	3	0	0	0	0	0	0	0	92	335
1300-1315	0	57	22	1	2	0	0	0	1	0	0	0	0	83	
1315-1330	0	54	17	2	3	1	0	0	2	0	0	0	0	79	
1330-1345	0	62	19	0	0	0	0	0	2	0	0	0	0	83	
1345-1400	0	55	20	0	2	0	0	0	1	0	0	0	0	78	323
1400-1415	0	63	14	0	3	1	0	0	2	0	0	0	0	83	
1415-1430	1	71	21	1	1	0	0	1	1	0	0	0	0	97	
1430-1445	0	74	14	2	3	0	0	0	4	0	0	0	0	97	
1445-1500	0	84	23	1	2	1	0	0	0	0	0	0	0	111	388
1500-1515	0	92	31	2	2	1	0	0	1	0	0	0	0	129	
1515-1530	0	99	30	0	2	1	0	0	1	0	0	0	0	133	
1530-1545	1	94	24	0	0	0	0	0	0	0	0	0	0	119	
1545-1600	0	99	16	2	0	0	0	0	1	0	0	0	0	118	499
1600-1615	0	70	25	1	0	0	0	0	1	0	0	0	0	97	
1615-1630	0	89	20	0	0	1	0	0	0	0	0	0	0	110	
1630-1645	0	79	22	0	2	0	0	0	1	0	0	0	0	104	
1645-1700	0	104	19	0	0	0	0	0	0	1	0	0	0	124	435
1700-1715	0	63	19	0	0	0	0	0	0	0	0	0	0	82	
1715-1730	0	84	28	0	0	1	0	0	1	0	0	0	0	114	
1730-1745	0	83	25	0	3	0	0	0	0	0	0	0	0	111	
1745-1800	0	84	28	0	0	0	0	0	1	0	0	0	0	113	420
1800-1815	0	69	28	0	0	0	0	1	1	0	0	0	0	99	
1815-1830	0	81	21	0	2	0	0	0	1	0	0	0	0	105	
1830-1845	0	72	10	0	1	0	0	0	0	0	0	0	0	83	
1845-1900	0	52	13	0	0	0	0	0	0	0	0	0	0	65	
1900-1915	0	49	10	0	1	0	0	0	0	0	0	0	0	60	352
1915-1930	0	65	12	0	0	0	0	0	1	0	0	0	0	78	
1930-1945	0	51	9	0	0	0	0	0	0	0	0	0	0	60	
1945-2000	0	49	9	0	0	0	0	1	0	0	0	0	0	59	257
2000-2015	0	55	15	0	1	0	0	1	0	0	0	0	0	72	
2015-2030	0	49	7	1	0	0	0	0	0	0	0	0	0	57	
2030-2045	0	44	9	0	0	0	0	0	0	0	0	0	0	53	
2045-2100	0	43	8	0	0	0	0	0	1	0	0	0	0	52	234
2100-2115	0	38	9	0	0	0	0	0	0	0	0	0	0	47	
2115-2130	0	32	6	0	0	0	0	0	0	0	0	0	0	38	
2130-2145	0	36	6	0	0	0	0	0	0	0	0	0	0	42	
2145-2200	0	19	4	0	0	0	0	0	0	0	0	0	0	23	150
2200-2215	0	12	2	0	0	0	0	0	0	0	0	0	0	14	
2215-2230	0	11	2	0	0	0	0	0	1	0	0	0	0	14	
2230-2245	0	9	1	0	1	0	0	0	0	0	0	0	0	11	
2245-2300	0	16	3	0	0	0	0	0	0	0	0	0	0	19	58
2300-2315	0	10	2	0	0	0	0	0	0	0	0	0	0	12	
2315-2330	0	7	2	0	0	0	0	0	0	0	0	0	0	9	
2330-2345	0	6	2	0	0	0	0	0	0	0	0	0	0	8	
2345-0000	0	5	2	0	0	0	0	0	0	0	0	0	0	7	36

Session Total	2	4546	1232	19	108	25	9	44	1	0	0	0	0	5986
Session Average	0.02	47.35	12.83	0.20	1.13	0.26	0.00	0.09	0.46	0.01	0.00	0.00	0.00	62.35
Session Percentage	0.03	75.94	20.58	0.32	1.80	0.42	0.00	0.15	0.74	0.02	0.00	0.00	0.00	
AM Peak Hour	-	0730-0830	0745-0845	0715-0815	0630-0730	0900-1000	-	-	0715-0815	-	-	-	-	0730-0830
AM Peak Volume	0	452	105	5	15	5	0	0	6	0	0	0	0	569
Noon Peak Hour	1330-1430	1445-1545	1445-1545	1415-1515	1100-1200	1200-1300	-	1115-1215	1345-1445	-	-	-	-	1445-1545
Noon Peak Volume	1	369	108	6	19	5	0	2	8					

Bi-Directional Class Count || Bi-Directional 15min

Hall County, GA



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Site 1
GA-211 (East),
south of Daylily Dr

Date
Tuesday, January 30, 2024

Weather
Fair
47°F

Lat/Long
34.161821, -83.835738

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0000 - 2400 (Weekday 24h Session) (01-30-2024)
Bi-Directional 15min

Time	Bi-Directional 15min													15min Total	60min Total
	1	2	3	4	5	6	7	8	9	10	11	12	13		
0000-0015	0	9	4	0	0	0	0	0	0	0	0	0	0	13	
0015-0030	0	9	5	0	0	0	0	0	0	0	0	0	0	14	
0030-0045	0	6	6	0	0	0	0	0	0	0	0	0	0	12	
0045-0100	0	5	2	0	0	0	0	0	0	0	0	0	0	7	46
0100-0115	0	7	3	0	0	0	0	0	0	0	0	0	0	10	
0115-0130	0	8	3	0	0	0	0	0	0	0	0	0	0	11	
0130-0145	0	7	2	0	0	0	0	0	1	0	0	0	0	10	
0145-0200	0	5	2	0	0	0	0	0	0	0	0	0	0	7	38
0200-0215	0	2	0	0	0	0	0	0	1	0	0	0	0	3	
0215-0230	0	9	3	0	0	0	0	0	1	0	0	0	0	13	
0230-0245	0	6	0	1	4	0	0	0	0	0	0	0	0	11	
0245-0300	0	10	4	0	0	0	0	1	1	0	0	0	0	16	43
0300-0315	0	6	1	0	1	0	0	0	0	0	0	0	0	8	
0315-0330	0	6	1	0	1	0	0	0	0	0	0	0	0	8	
0330-0345	0	6	2	0	0	0	0	0	0	0	0	0	0	8	
0345-0400	0	9	3	0	0	0	0	0	0	0	0	0	0	12	36
0400-0415	0	5	3	1	0	0	0	0	0	0	0	0	0	9	
0415-0430	0	13	7	0	1	0	0	0	0	0	0	0	0	21	
0430-0445	0	17	12	0	0	0	0	0	1	0	0	0	0	30	
0445-0500	0	22	8	0	3	0	0	1	1	0	0	0	0	35	95
0500-0515	0	21	10	1	3	0	0	0	3	0	0	0	0	38	
0515-0530	0	34	14	0	1	0	0	0	3	0	0	0	0	52	
0530-0545	0	52	25	0	0	0	0	0	1	0	0	0	0	78	
0545-0600	0	55	23	0	0	0	0	0	1	0	0	0	0	79	247
0600-0615	0	105	27	0	1	0	0	0	0	0	0	0	0	133	
0615-0630	0	140	32	0	5	17	0	0	0	0	0	0	0	177	
0630-0645	0	130	31	0	6	1	0	0	0	0	0	0	0	168	
0645-0700	0	135	31	0	4	0	0	0	0	0	0	0	0	170	648
0700-0715	0	160	38	0	7	0	0	0	1	0	0	0	0	206	
0715-0730	0	181	49	0	4	0	0	0	1	0	0	0	0	235	
0730-0745	0	229	52	0	1	0	0	0	1	0	0	0	0	283	
0745-0800	0	230	55	5	3	0	0	1	4	0	0	0	0	298	1022
0800-0815	0	163	66	1	1	3	0	0	2	0	0	0	0	236	
0815-0830	0	159	38	0	2	2	0	0	0	0	0	0	0	201	
0830-0845	0	148	58	0	5	0	0	0	2	0	0	0	0	213	
0845-0900	0	158	43	0	1	0	0	0	5	0	0	0	0	207	857
0900-0915	0	139	47	0	5	2	0	0	2	0	0	0	0	195	
0915-0930	0	118	43	0	6	3	0	0	1	0	0	0	0	171	
0930-0945	0	133	35	0	5	1	0	0	1	0	0	0	0	175	
0945-1000	0	110	50	0	8	3	0	0	1	0	0	0	0	172	713
1000-1015	0	113	39	0	7	2	0	1	3	0	0	0	0	165	
1015-1030	0	116	45	0	6	5	0	1	0	0	0	0	0	173	
1030-1045	0	114	38	0	5	1	0	1	1	0	0	0	0	160	
1045-1100	0	119	34	0	5	0	0	0	1	0	0	0	0	159	657
1100-1115	0	125	29	0	10	0	0	0	1	0	0	0	0	165	
1115-1130	0	115	29	0	9	2	0	1	4	0	0	0	0	160	
1130-1145	0	120	40	0	6	1	0	0	0	0	0	0	0	167	
1145-1200	0	95	36	0	7	0	0	0	0	0	0	0	0	138	630
1200-1215	0	108	57	0	3	2	0	2	4	0	0	0	0	176	
1215-1230	0	104	45	0	4	1	0	2	2	0	0	0	0	158	
1230-1245	0	142	40	0	5	3	0	0	3	0	0	0	0	193	
1245-1300	0	109	36	0	3	5	0	0	2	0	0	0	0	155	682
1300-1315	0	115	43	1	7	2	0	0	1	0	0	0	0	169	
1315-1330	0	113	35	3	4	3	0	0	3	0	0	0	0	161	
1330-1345	0	136	29	0	1	0	0	0	2	0	0	0	0	168	
1345-1400	0	115	45	0	3	1	0	2	5	0	0	0	0	171	669
1400-1415	0	130	35	0	3	1	0	0	3	1	0	0	0	173	
1415-1430	1	136	39	2	5	0	0	2	2	0	0	0	0	187	
1430-1445	0	131	48	6	3	0	0	1	4	0	0	0	0	193	
1445-1500	0	158	49	1	3	1	0	0	1	0	0	0	0	213	766
1500-1515	0	174	46	3	5	2	0	0	2	1	0	0	0	233	
1515-1530	0	194	47	0	3	4	0	0	1	0	0	0	0	249	
1530-1545	1	180	42	0	1	2	0	1	1	0	0	0	0	228	
1545-1600	0	192	48	2	4	2	0	2	1	0	0	0	0	251	961
1600-1615	0	155	54	3	2	1	0	0	2	0	0	0	0	217	
1615-1630	1	181	45	1	2	1	0	0	1	0	0	0	0	232	
1630-1645	0	159	53	0	2	1	0	0	1	0	0	0	0	216	
1645-1700	0	198	47	0	2	0	0	0	0	1	0	0	0	248	913
1700-1715	1	187	38	0	1	0	0	0	0	0	0	0	0	227	
1715-1730	0	231	60	0	2	1	0	1	0	0	0	0	0	295	
1730-1745	1	190	54	0	3	0	0	0	0	0	0	0	0	248	
1745-1800	1	192	44	0	2	0	0	0	1	0	0	0	0	240	1010
1800-1815	0	154	49	1	1	0	0	1	1	0	0	0	0	207	
1815-1830	0	169	43	0	2	1	0	0	2	0	0	0	0	217	
1830-1845	0	159	22	0	2	0	0	0	0	0	0	0	0	183	
1845-1900	0	115	29	0	0	0	0	0	0	0	0	0	0	144	751
1900-1915	0	107	21	0	2	0	0	0	0	0	0	0	0	130	
1915-1930	0	132	29	0	2	0	0	1	1	0	0	0	0	165	
1930-1945	0	100	22	0	2	0	0	0	0	0	0	0	0	124	
1945-2000	0	85	17	0	1	0	0	1	0	0	0	0	0	104	523
2000-2015	0	82	25	0	1	0	0	1	0	0	0	0	0	109	
2015-2030	0	80	16	1	0	0	0	0	0	0	0	0	0	97	
2030-2045	0	94	24	0	0	0	0	0	0	0	0	0	0	118	
2045-2100	0	67	14	0	0	0	0	1	0	0	0	0	0	82	406
2100-2115	0	66	17	0	0	0	0	0	0	0	0	0	0	83	
2115-2130	0	56	11	0	0	0	0	0	0	0	0	0	0	67	
2130-2145	0	52	9	0	0	0	0	0	1	0	0	0	0	62	
2145-2200	0	49	10	0	0	0	0	0	1	0	0	0	0	60	272
2200-2215	0	31	5	0	0	0	0	1	0	0	0	0	0	37	
2215-2230	0	29	4	0	1	0	0	0	1	0	0	0	0	35	
2230-2245	0	25	3	0	1	0	0	0	0	0	0	0	0	29	
2245-2300	0	27	5	0	0	0	0	0	0	0	0	0	0	32	133
2300-2315	0	22	3	0	0	0	0	0	0	0	0	0	0	25	
2315-2330	0	17	5	0	0	0	0	0	0	0	0	0	0	22	
2330-2345	0	13	4	0	0	0	0	0	0	0	0	0	0	17	
2345-0000	0	12	3	0	0	0	0	0	0	0	0	0	0	15	79

Session Total	6	9157	2597	33	221	60	0	26	94	3	0	0	0	0	12197
Session Average	0.06	95.39	27.05	0.34	2.30	0.63	0.00	0.27	0.98	0.03	0.00	0.00	0.00	0.00	127.05
Session Percentage	0.05	75.08	21.29	0.27	1.81	0.49	0.00	0.21	0.77	0.02	0.00	0.00	0.00	0.00	
AM Peak Hour	-	0715 - 0815	0715 - 0815	0715 - 0815	0915 - 1015	0930 - 1030	-	0945 - 1045	0830 - 0930	-	-	-	-	-	0715 - 0815
AM Peak Volume	0	803	222	6	26	11	0	3	10	0	0	0	0	0	1052
Noon Peak Hour	1330 - 1430	1445 - 1545	1430 - 1530	1415 - 1515	1100 - 1200	1230 - 1330	-								

Bi-Directional Class Count || Volume Summary 15min



Hall County, GA

Site 1
GA-211 (East),
south of Daylily Dr

Date
Tuesday, January 30, 2024

Weather
Fair
47°F

Lat/Long
34.161821°, -83.835738°

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0000 - 2400 (Weekday 24h Session) (01-30-2024)

Volume Summary 15min

TIME	Volume Summary 15min		15min Total	60min Total
	NB	SB		
0000 - 0015	6	7	13	
0015 - 0030	7	7	14	
0030 - 0045	7	5	12	
0045 - 0100	4	3	7	46
0100 - 0115	4	6	10	
0115 - 0130	5	6	11	
0130 - 0145	4	6	10	
0145 - 0200	2	5	7	38
0200 - 0215	2	1	3	
0215 - 0230	7	6	13	
0230 - 0245	7	4	11	
0245 - 0300	7	9	16	43
0300 - 0315	5	3	8	
0315 - 0330	3	5	8	
0330 - 0345	5	3	8	
0345 - 0400	6	6	12	36
0400 - 0415	6	3	9	
0415 - 0430	12	9	21	
0430 - 0445	17	13	30	
0445 - 0500	16	19	35	95
0500 - 0515	18	20	38	
0515 - 0530	17	35	52	
0530 - 0545	36	42	78	
0545 - 0600	29	50	79	247
0600 - 0615	56	77	133	
0615 - 0630	78	99	177	
0630 - 0645	91	77	168	
0645 - 0700	101	69	170	648
0700 - 0715	109	97	206	
0715 - 0730	139	96	235	
0730 - 0745	148	135	283	
0745 - 0800	117	181	298	1022
0800 - 0815	100	136	236	
0815 - 0830	84	117	201	
0830 - 0845	117	96	213	
0845 - 0900	102	105	207	857
0900 - 0915	105	90	195	
0915 - 0930	100	71	171	
0930 - 0945	89	86	175	
0945 - 1000	84	88	172	713
1000 - 1015	84	81	165	
1015 - 1030	99	74	173	
1030 - 1045	90	70	160	
1045 - 1100	93	66	159	657
1100 - 1115	76	89	165	
1115 - 1130	81	79	160	
1130 - 1145	94	73	167	
1145 - 1200	64	74	138	630

Time	Volume Summary 15min		15min Total	60min Total
	NB	SB		
1200 - 1215	98	78	176	
1215 - 1230	91	67	158	
1230 - 1245	95	98	193	
1245 - 1300	63	92	155	682
1300 - 1315	86	83	169	
1315 - 1330	82	79	161	
1330 - 1345	85	83	168	
1345 - 1400	93	78	171	669
1400 - 1415	90	83	173	
1415 - 1430	90	97	187	
1430 - 1445	96	97	193	
1445 - 1500	102	111	213	766
1500 - 1515	104	129	233	
1515 - 1530	116	133	249	
1530 - 1545	109	119	228	
1545 - 1600	133	118	251	961
1600 - 1615	120	97	217	
1615 - 1630	122	110	232	
1630 - 1645	112	104	216	
1645 - 1700	124	124	248	913
1700 - 1715	145	82	227	
1715 - 1730	181	114	295	
1730 - 1745	137	111	248	
1745 - 1800	127	113	240	1010
1800 - 1815	108	99	207	
1815 - 1830	112	105	217	
1830 - 1845	100	83	183	
1845 - 1900	79	65	144	751
1900 - 1915	70	60	130	
1915 - 1930	87	78	165	
1930 - 1945	64	60	124	
1945 - 2000	45	59	104	523
2000 - 2015	37	72	109	
2015 - 2030	40	57	97	
2030 - 2045	65	53	118	
2045 - 2100	30	52	82	406
2100 - 2115	36	47	83	
2115 - 2130	29	38	67	
2130 - 2145	20	42	62	
2145 - 2200	37	23	60	272
2200 - 2215	23	14	37	
2215 - 2230	21	14	35	
2230 - 2245	18	11	29	
2245 - 2300	13	19	32	133
2300 - 2315	13	12	25	
2315 - 2330	13	9	22	
2330 - 2345	9	8	17	
2345 - 0000	8	7	15	79

Session Total	6211	5986	12197
Session Average	64.70	62.35	127.05
Session Percentage	50.92	49.08	

Appendix C
Growth Rate Summary

Growth Rate Based on U.S Census Bureau			
Geographic Area	2010	2020	2010-2020
	Census	Census	Population % Change
Hall County	179,684	203,136	1.23%

GDOT Historical Growth Rate														
Location	Station ID	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	5 year	10 year
Spout Springs Rd n/o Iris Dr	139-0441		18816				16450				12434	5861	3.4%	5.3%
Thompson Mill Rd w/o Puckett Rd	135-0476			6367				5822					2.3%	1.0%
Union Circle e/o Spout Springs	139-8206	4488			3402				3390				9.7%	4.1%
Ridge Rd s/o SR 347	139-7382		8327			6560				5382	5122		8.3%	6.3%
Spout Springs Rd n/o SR 347	139-0437	11200				10100				8450			2.6%	3.2%
5 & 10 - Year Average														
Weighted Average														
4.6%														

Growth Rate Based on Georgia Governor's Office of Planning and Budget Annual Population Projections							
Geographic Area	Average 5-Year Growth Rate From 2020-2050						
	2020-2025	2025-2030	2030-2035	2035-2040	2040-2045	2045-2050	Average
Hall County	1.6%	1.4%	1.3%	1.1%	1.0%	1.0%	1.2%
	Average 10-Year Growth Rate From 2020-2050						
	2020-2030	2030-2040	2040-2050				
1.3%	1.3%	1.1%					1.1%
Average							1.2%

Average Growth Rate	2.1%
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Appendix D
Synchro Reports

Synchro Reports
Existing Year (2024)

HCM 6th Signalized Intersection Summary
1: SR 211 & SR 53

AM Existing
02/06/2024



Movement	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations		↔↑	↔↑	↔↑	↔↑	↔↑	↔↑
Traffic Volume (veh/h)	1	480	384	121	761	469	38
Future Volume (veh/h)	1	480	384	121	761	469	38
Initial Q (Qb), veh		0	0	0	0	0	0
Ped-Bike Adj(A_pbT)			1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No	No	
Adj Sat Flow, veh/h/ln		1781	1841	1841	1826	1870	1870
Adj Flow Rate, veh/h		545	436	138	865	533	43
Peak Hour Factor		0.88	0.88	0.88	0.88	0.88	0.88
Percent Heavy Veh, %		8	4	4	5	2	2
Cap, veh/h		1754	808	397	1798	760	349
Arrive On Green		0.52	0.52	0.52	0.52	0.22	0.22
Sat Flow, veh/h		3474	1560	564	3561	3456	1585
Grp Volume(v), veh/h		545	436	138	865	533	43
Grp Sat Flow(s),veh/h/ln		1692	1560	564	1735	1728	1585
Q Serve(g_s), s		4.2	8.6	8.5	7.3	6.5	1.0
Cycle Q Clear(g_c), s		4.2	8.6	12.8	7.3	6.5	1.0
Prop In Lane			1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1754	808	397	1798	760	349
V/C Ratio(X)		0.31	0.54	0.35	0.48	0.70	0.12
Avail Cap(c_a), veh/h		5094	2347	954	5221	1432	657
HCM Platoon Ratio		1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)		1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		6.3	7.4	10.0	7.1	16.5	14.3
Incr Delay (d2), s/veh		0.1	0.6	0.5	0.2	1.2	0.2
Initial Q Delay(d3),s/veh		0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		0.8	1.7	0.7	1.5	2.1	0.3
Unsig. Movement Delay, s/veh							
LnGrp Delay(d),s/veh		6.4	7.9	10.5	7.3	17.7	14.5
LnGrp LOS		A	A	B	A	B	B
Approach Vol, veh/h		981			1003	576	
Approach Delay, s/veh		7.1			7.7	17.4	
Approach LOS		A			A	B	
Timer - Assigned Phs		2				6	8
Phs Duration (G+Y+Rc), s		29.8				29.8	16.1
Change Period (Y+Rc), s		6.0				6.0	6.0
Max Green Setting (Gmax), s		69.0				69.0	19.0
Max Q Clear Time (g_c+I1), s		10.6				14.8	8.5
Green Ext Time (p_c), s		5.6				9.0	1.6
Intersection Summary							
HCM 6th Ctrl Delay			9.7				
HCM 6th LOS			A				
Notes							
User approved ignoring U-Turning movement.							

HCM 6th Signalized Intersection Summary
 1: SR 211 & SR 53

PM Existing
 02/12/2024



Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations		↑↑	↗		↖	↑↑	↖↗	↗
Traffic Volume (veh/h)	2	855	370	1	74	614	366	214
Future Volume (veh/h)	2	855	370	1	74	614	366	214
Initial Q (Qb), veh		0	0		0	0	0	0
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No			No	No		
Adj Sat Flow, veh/h/ln		1841	1870		1870	1826	1870	1870
Adj Flow Rate, veh/h		950	411		82	682	407	238
Peak Hour Factor		0.90	0.90		0.90	0.90	0.90	0.90
Percent Heavy Veh, %		4	2		2	5	2	2
Cap, veh/h		1853	840		295	1838	742	340
Arrive On Green		0.53	0.53		0.53	0.53	0.21	0.21
Sat Flow, veh/h		3589	1585		400	3561	3456	1585
Grp Volume(v), veh/h		950	411		82	682	407	238
Grp Sat Flow(s),veh/h/ln		1749	1585		400	1735	1728	1585
Q Serve(g_s), s		8.2	7.7		7.8	5.4	4.9	6.5
Cycle Q Clear(g_c), s		8.2	7.7		16.1	5.4	4.9	6.5
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1853	840		295	1838	742	340
V/C Ratio(X)		0.51	0.49		0.28	0.37	0.55	0.70
Avail Cap(c_a), veh/h		5288	2397		688	5245	1251	574
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(l)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		7.1	7.0		12.3	6.5	16.4	17.0
Incr Delay (d2), s/veh		0.2	0.4		0.5	0.1	0.6	2.6
Initial Q Delay(d3),s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		1.7	1.5		0.5	1.1	1.6	2.1
Unsig. Movement Delay, s/veh								
LnGrp Delay(d),s/veh		7.3	7.5		12.8	6.6	17.0	19.6
LnGrp LOS		A	A		B	A	B	B
Approach Vol, veh/h		1361				764	645	
Approach Delay, s/veh		7.4				7.3	18.0	
Approach LOS		A				A	B	
Timer - Assigned Phs		2				6		8
Phs Duration (G+Y+Rc), s		30.9				30.9		16.1
Change Period (Y+Rc), s		6.0				6.0		6.0
Max Green Setting (Gmax), s		71.0				71.0		17.0
Max Q Clear Time (g_c+I1), s		10.2				18.1		8.5
Green Ext Time (p_c), s		10.0				6.8		1.6

Intersection Summary

HCM 6th Ctrl Delay	9.8
HCM 6th LOS	A

Notes

User approved ignoring U-Turning movement.

Synchro Reports
No-Build Year (2027)

HCM 6th Signalized Intersection Summary
1: SR 211 & SR 53

AM No-Build
02/06/2024



Movement	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations		↔↔	↔	↔	↔↔	↔↔	↔
Traffic Volume (veh/h)	1	511	409	129	810	499	40
Future Volume (veh/h)	1	511	409	129	810	499	40
Initial Q (Qb), veh		0	0	0	0	0	0
Ped-Bike Adj(A_pbT)			1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No	No	
Adj Sat Flow, veh/h/ln		1781	1841	1841	1826	1870	1870
Adj Flow Rate, veh/h		581	465	147	920	567	45
Peak Hour Factor		0.88	0.88	0.88	0.88	0.88	0.88
Percent Heavy Veh, %		8	4	4	5	2	2
Cap, veh/h		1835	846	379	1881	770	353
Arrive On Green		0.54	0.54	0.54	0.54	0.22	0.22
Sat Flow, veh/h		3474	1560	531	3561	3456	1585
Grp Volume(v), veh/h		581	465	147	920	567	45
Grp Sat Flow(s),veh/h/ln		1692	1560	531	1735	1728	1585
Q Serve(g_s), s		4.8	9.9	10.8	8.4	7.8	1.2
Cycle Q Clear(g_c), s		4.8	9.9	15.6	8.4	7.8	1.2
Prop In Lane			1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1835	846	379	1881	770	353
V/C Ratio(X)		0.32	0.55	0.39	0.49	0.74	0.13
Avail Cap(c_a), veh/h		4574	2108	808	4688	1286	590
HCM Platoon Ratio		1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)		1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		6.5	7.6	10.8	7.3	18.5	15.9
Incr Delay (d2), s/veh		0.1	0.6	0.7	0.2	1.4	0.2
Initial Q Delay(d3),s/veh		0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		1.0	2.1	0.9	1.9	2.7	0.4
Unsig. Movement Delay, s/veh							
LnGrp Delay(d),s/veh		6.6	8.2	11.4	7.5	19.8	16.0
LnGrp LOS		A	A	B	A	B	B
Approach Vol, veh/h		1046			1067	612	
Approach Delay, s/veh		7.3			8.0	19.6	
Approach LOS		A			A	B	
Timer - Assigned Phs		2				6	8
Phs Duration (G+Y+Rc), s		33.7				33.7	17.4
Change Period (Y+Rc), s		6.0				6.0	6.0
Max Green Setting (Gmax), s		69.0				69.0	19.0
Max Q Clear Time (g_c+I1), s		11.9				17.6	9.8
Green Ext Time (p_c), s		6.1				10.0	1.6

Intersection Summary

HCM 6th Ctrl Delay	10.3
HCM 6th LOS	B

Notes

User approved ignoring U-Turning movement.

HCM 6th Signalized Intersection Summary
1: SR 211 & SR 53

PM No-Build
02/12/2024



Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations		↕↕	↗		↖	↕↕	↖↖	↗
Traffic Volume (veh/h)	2	910	394	1	79	654	390	228
Future Volume (veh/h)	2	910	394	1	79	654	390	228
Initial Q (Qb), veh		0	0		0	0	0	0
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No			No	No		
Adj Sat Flow, veh/h/ln		1841	1870		1870	1826	1870	1870
Adj Flow Rate, veh/h		1011	438		88	727	433	253
Peak Hour Factor		0.90	0.90		0.90	0.90	0.90	0.90
Percent Heavy Veh, %		4	2		2	5	2	2
Cap, veh/h		1951	884		275	1935	745	342
Arrive On Green		0.56	0.56		0.56	0.56	0.22	0.22
Sat Flow, veh/h		3589	1585		367	3561	3456	1585
Grp Volume(v), veh/h		1011	438		88	727	433	253
Grp Sat Flow(s),veh/h/ln		1749	1585		367	1735	1728	1585
Q Serve(g_s), s		9.5	8.9		10.4	6.2	5.9	7.9
Cycle Q Clear(g_c), s		9.5	8.9		19.9	6.2	5.9	7.9
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1951	884		275	1935	745	342
V/C Ratio(X)		0.52	0.50		0.32	0.38	0.58	0.74
Avail Cap(c_a), veh/h		4691	2126		563	4653	1110	509
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(l)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		7.3	7.2		13.5	6.5	18.6	19.4
Incr Delay (d2), s/veh		0.2	0.4		0.7	0.1	0.7	3.2
Initial Q Delay(d3),s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		2.2	1.9		0.7	1.4	2.0	2.7
Unsig. Movement Delay, s/veh								
LnGrp Delay(d),s/veh		7.5	7.6		14.1	6.7	19.3	22.5
LnGrp LOS		A	A		B	A	B	C
Approach Vol, veh/h		1449				815	686	
Approach Delay, s/veh		7.5				7.5	20.5	
Approach LOS		A				A	C	
Timer - Assigned Phs		2				6		8
Phs Duration (G+Y+Rc), s		35.5				35.5		17.4
Change Period (Y+Rc), s		6.0				6.0		6.0
Max Green Setting (Gmax), s		71.0				71.0		17.0
Max Q Clear Time (g_c+I1), s		11.5				21.9		9.9
Green Ext Time (p_c), s		11.0				7.6		1.5

Intersection Summary

HCM 6th Ctrl Delay	10.5
HCM 6th LOS	B

Notes

User approved ignoring U-Turning movement.

Synchro Reports
Build Year (2027)

HCM 6th Signalized Intersection Summary
1: SR 211 & SR 53

AM Build
02/13/2024



Movement	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations		↔↔	↗	↖	↕↕	↙↘	↗
Traffic Volume (veh/h)	1	511	413	131	810	518	42
Future Volume (veh/h)	1	511	413	131	810	518	42
Initial Q (Qb), veh		0	0	0	0	0	0
Ped-Bike Adj(A_pbT)			1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No	No	
Adj Sat Flow, veh/h/ln		1781	1841	1841	1826	1870	1870
Adj Flow Rate, veh/h		581	469	149	920	589	48
Peak Hour Factor		0.88	0.88	0.88	0.88	0.88	0.88
Percent Heavy Veh, %		8	4	4	5	2	2
Cap, veh/h		1837	846	375	1882	787	361
Arrive On Green		0.54	0.54	0.54	0.54	0.23	0.23
Sat Flow, veh/h		3474	1560	529	3561	3456	1585
Grp Volume(v), veh/h		581	469	149	920	589	48
Grp Sat Flow(s),veh/h/ln		1692	1560	529	1735	1728	1585
Q Serve(g_s), s		5.0	10.3	11.3	8.6	8.3	1.3
Cycle Q Clear(g_c), s		5.0	10.3	16.3	8.6	8.3	1.3
Prop In Lane			1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1837	846	375	1882	787	361
V/C Ratio(X)		0.32	0.55	0.40	0.49	0.75	0.13
Avail Cap(c_a), veh/h		4469	2060	786	4581	1256	576
HCM Platoon Ratio		1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		6.6	7.8	11.1	7.4	18.8	16.1
Incr Delay (d2), s/veh		0.1	0.6	0.7	0.2	1.5	0.2
Initial Q Delay(d3),s/veh		0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		1.1	2.2	1.0	2.0	2.9	0.4
Unsig. Movement Delay, s/veh							
LnGrp Delay(d),s/veh		6.7	8.4	11.8	7.6	20.2	16.2
LnGrp LOS		A	A	B	A	C	B
Approach Vol, veh/h		1050			1069	637	
Approach Delay, s/veh		7.5			8.2	19.9	
Approach LOS		A			A	B	
Timer - Assigned Phs		2				6	8
Phs Duration (G+Y+Rc), s		34.4				34.4	17.9
Change Period (Y+Rc), s		6.0				6.0	6.0
Max Green Setting (Gmax), s		69.0				69.0	19.0
Max Q Clear Time (g_c+I1), s		12.3				18.3	10.3
Green Ext Time (p_c), s		6.1				10.1	1.6

Intersection Summary

HCM 6th Ctrl Delay	10.6
HCM 6th LOS	B

Notes

User approved ignoring U-Turning movement.

Intersection						
Int Delay, s/veh	0.8					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		↑	↑	↑	↑
Traffic Vol, veh/h	21	21	539	7	6	538
Future Vol, veh/h	21	21	539	7	6	538
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	250	250	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	4
Mvmt Flow	24	24	613	8	7	611

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1238	613	0	0	621	0
Stage 1	613	-	-	-	-	-
Stage 2	625	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	194	492	-	-	960	-
Stage 1	541	-	-	-	-	-
Stage 2	534	-	-	-	-	-
Platoon blocked, %			-	-		
Mov Cap-1 Maneuver	193	492	-	-	960	-
Mov Cap-2 Maneuver	193	-	-	-	-	-
Stage 1	541	-	-	-	-	-
Stage 2	530	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	20.7	0	0.1
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	277	960
HCM Lane V/C Ratio	-	-	0.172	0.007
HCM Control Delay (s)	-	-	20.7	8.8
HCM Lane LOS	-	-	C	A
HCM 95th %tile Q(veh)	-	-	0.6	0

HCM 6th Signalized Intersection Summary
1: SR 211 & SR 53

PM Build
02/13/2024



Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations		↕↕	↗		↘	↕↕	↖↖	↗
Traffic Volume (veh/h)	2	910	408	1	82	654	397	232
Future Volume (veh/h)	2	910	408	1	82	654	397	232
Initial Q (Qb), veh		0	0		0	0	0	0
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No			No	No		
Adj Sat Flow, veh/h/ln		1841	1870		1870	1826	1870	1870
Adj Flow Rate, veh/h		1011	453		91	727	441	258
Peak Hour Factor		0.90	0.90		0.90	0.90	0.90	0.90
Percent Heavy Veh, %		4	2		2	5	2	2
Cap, veh/h		1969	893		272	1953	749	343
Arrive On Green		0.56	0.56		0.56	0.56	0.22	0.22
Sat Flow, veh/h		3589	1585		362	3561	3456	1585
Grp Volume(v), veh/h		1011	453		91	727	441	258
Grp Sat Flow(s),veh/h/ln		1749	1585		362	1735	1728	1585
Q Serve(g_s), s		9.7	9.5		11.2	6.3	6.2	8.3
Cycle Q Clear(g_c), s		9.7	9.5		20.9	6.3	6.2	8.3
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1969	893		272	1953	749	343
V/C Ratio(X)		0.51	0.51		0.33	0.37	0.59	0.75
Avail Cap(c_a), veh/h		4559	2066		540	4522	1079	495
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		7.3	7.3		13.7	6.6	19.2	20.0
Incr Delay (d2), s/veh		0.2	0.4		0.7	0.1	0.7	3.8
Initial Q Delay(d3),s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		2.2	2.0		0.7	1.4	2.2	2.9
Unsig. Movement Delay, s/veh								
LnGrp Delay(d),s/veh		7.5	7.7		14.5	6.7	19.9	23.8
LnGrp LOS		A	A		B	A	B	C
Approach Vol, veh/h		1464				818	699	
Approach Delay, s/veh		7.6				7.6	21.3	
Approach LOS		A				A	C	
Timer - Assigned Phs		2				6		8
Phs Duration (G+Y+Rc), s		36.7				36.7		17.8
Change Period (Y+Rc), s		6.0				6.0		6.0
Max Green Setting (Gmax), s		71.0				71.0		17.0
Max Q Clear Time (g_c+I1), s		11.7				22.9		10.3
Green Ext Time (p_c), s		11.1				7.8		1.5
Intersection Summary								
HCM 6th Ctrl Delay			10.8					
HCM 6th LOS			B					
Notes								
User approved ignoring U-Turning movement.								

Intersection						
Int Delay, s/veh	0.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘↗		↑	↗↘	↘↗	↑
Traffic Vol, veh/h	14	11	618	24	17	473
Future Vol, veh/h	14	11	618	24	17	473
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	250	250	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	16	12	687	27	19	526

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1251	687	0	0	714	0
Stage 1	687	-	-	-	-	-
Stage 2	564	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	190	447	-	-	886	-
Stage 1	499	-	-	-	-	-
Stage 2	569	-	-	-	-	-
Platoon blocked, %			-	-		
Mov Cap-1 Maneuver	186	447	-	-	886	-
Mov Cap-2 Maneuver	186	-	-	-	-	-
Stage 1	499	-	-	-	-	-
Stage 2	557	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	21.2	0	0.3
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	250	886
HCM Lane V/C Ratio	-	-	0.111	0.021
HCM Control Delay (s)	-	-	21.2	9.2
HCM Lane LOS	-	-	C	A
HCM 95th %tile Q(veh)	-	-	0.4	0.1

Appendix E
Trip Generation Report

Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

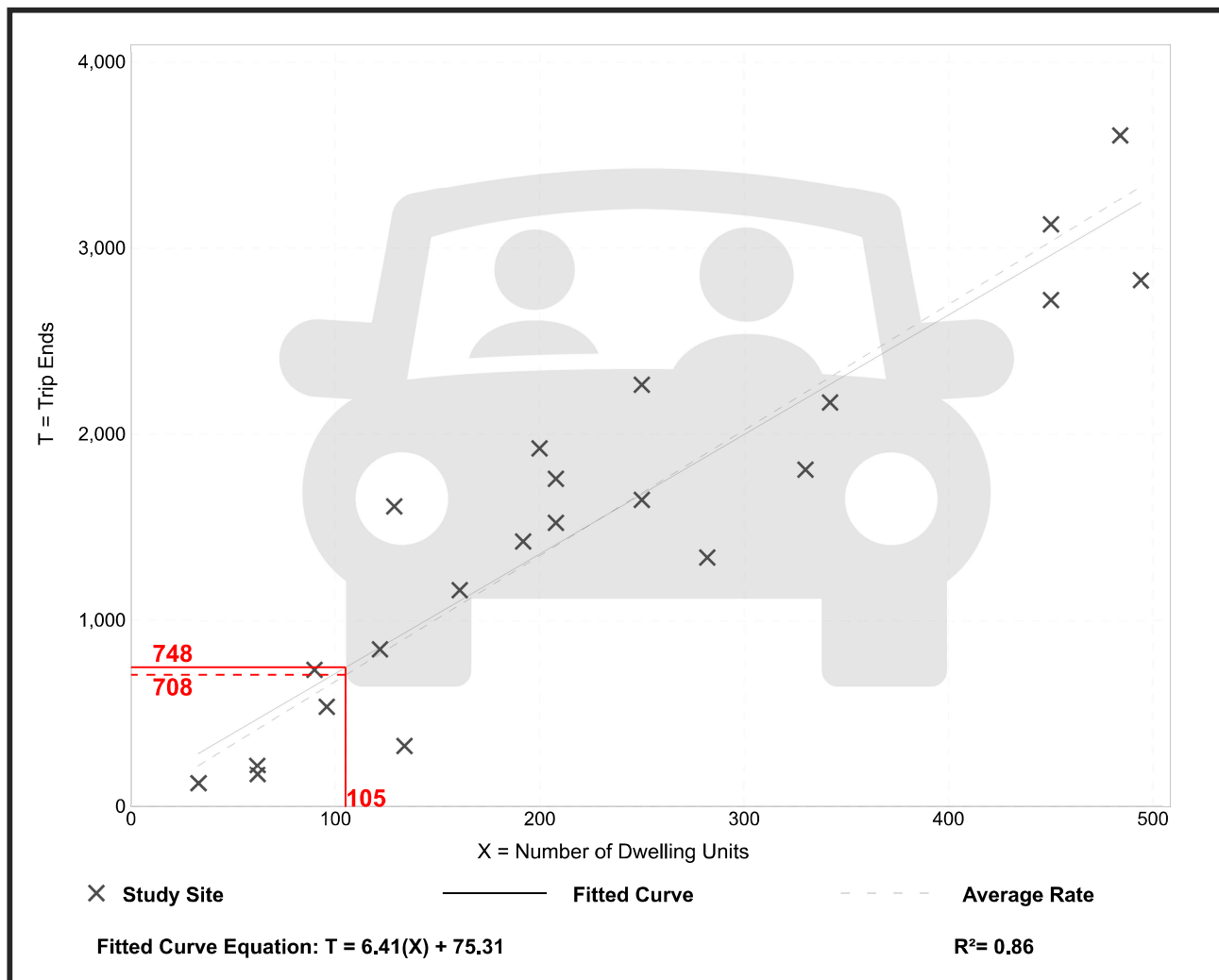
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 22
Avg. Num. of Dwelling Units: 229
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.74	2.46 - 12.50	1.79

Data Plot and Equation



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

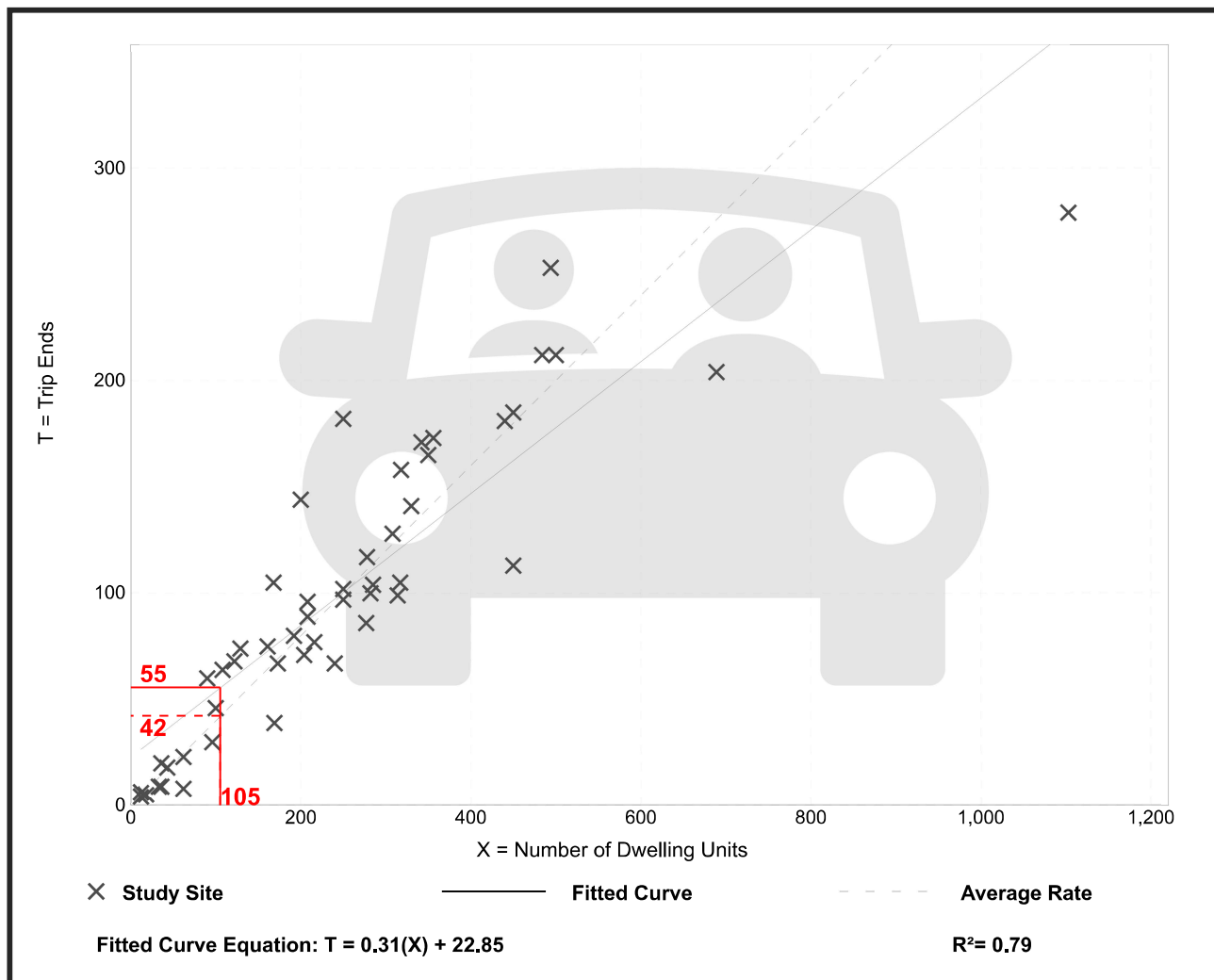
Setting/Location: General Urban/Suburban

Number of Studies: 49
 Avg. Num. of Dwelling Units: 249
 Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

Data Plot and Equation



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

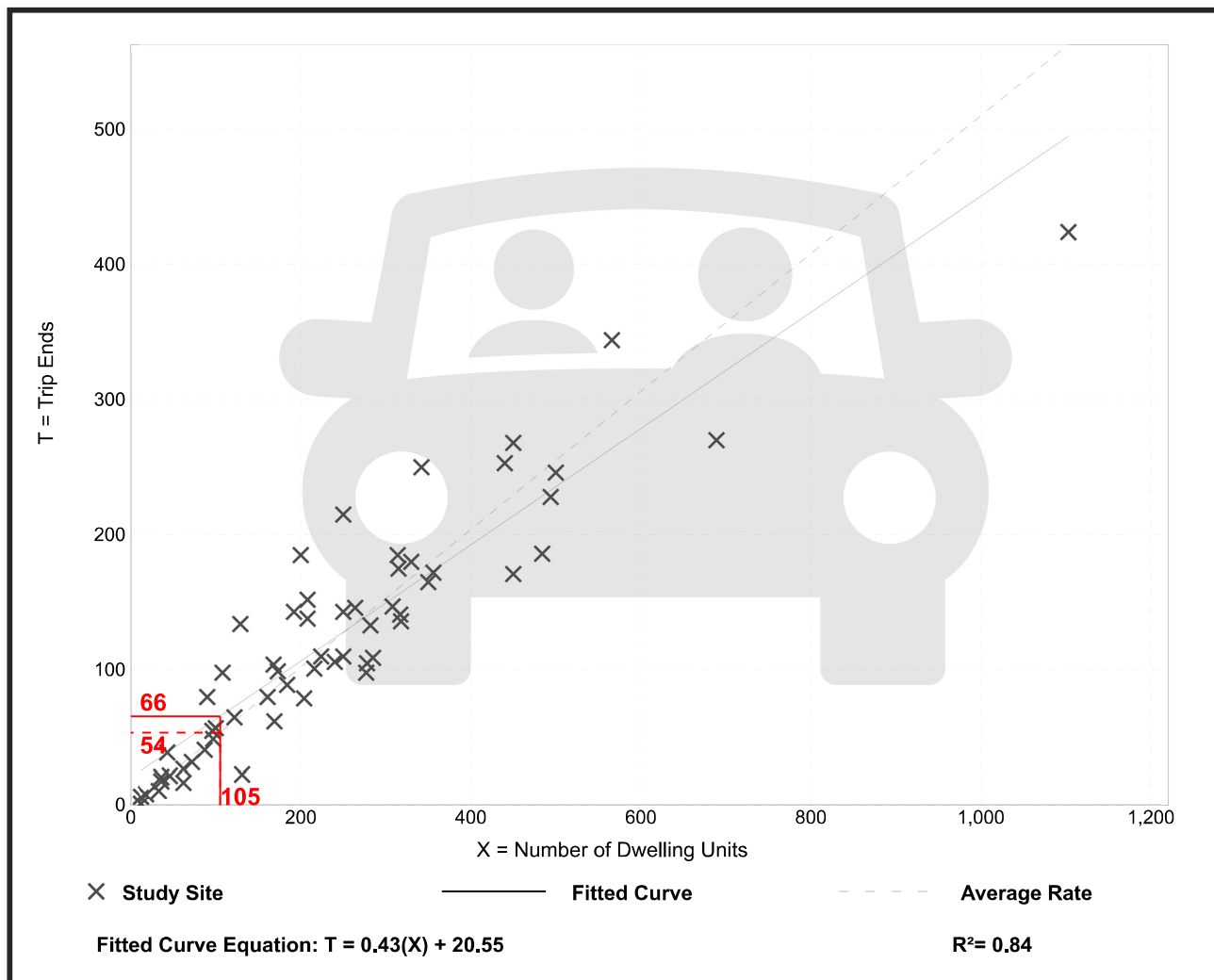
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban
 Number of Studies: 59
 Avg. Num. of Dwelling Units: 241
 Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation



Appendix F
ICE Tool Report

GDOT PI #	N/A	<p>Note: Up to 5 alternatives may be selected and evaluated; Use this ICE Stage 1 to screen 5 or fewer alternatives to evaluate in Stage 2</p> <p style="font-size: small; text-align: center;"> <i>1. Does alternative address the project need in a balanced manner and in scale with the project?</i> <i>2. Does alternative improve safety performance in terms of reducing severe crashes?</i> <i>3. Does alternative incorporate safety performance in operations for pedestrians and/or bicyclists?</i> <i>4. Does alternative improve (or preserve) traffic characteristics, delay, reliability, etc. ?</i> <i>5. Does alternative appear feasible given the site respect to other project factors?</i> <i>6. Does alternative appear feasible with respect to other project factors?</i> <i>7. Overall feasible alternative (select alternative for further evaluation in Stage 2)?</i> </p>							
Project Location:	SR 211 @ Atlas Drive								
Existing Control:	New Intersection or Other								
Prepared by:	Dylan Fox, EIT - SEI								
Date:	2/6/2024	<p>Screening Decision Justification:</p>							
<p><i>Answer "Yes" or "No" to each policy question for each control type to identify which alternatives should be evaluated in the Stage 2 Decision Record; enter justification in the rightmost column</i></p>									
<p>Intersection Alternative (see "Intersections" tab for detailed description of intersection/interchange type)</p>									
Unsignalized Intersections	Conventional (Minor Stop)	Yes	No	No	Yes	Yes	Yes	Yes	Feasible solution to evaluate.
	Conventional (All-Way Stop)	No	Yes	Yes	No	No	No	No	Warrants not satisfied
	Mini Roundabout	No	Yes	No	No	No	No	No	Traffic pattern and turning volumes are not preferable
	Single Lane Roundabout	No	Yes	No	Yes	Yes	No	No	Traffic pattern and turning volumes are not preferable
	Multilane Roundabout	No	Yes	No	Yes	Yes	No	No	SR 211 is a single-lane facility
	RCUT (stop control)	Yes	No	Yes	Yes	No	No	No	No feasible u-turn location
	RIRO w/down stream U-Turn	Yes	No	Yes	Yes	No	No	No	No feasible u-turn location
	High-T (unsignalized)	Yes	No	Yes	No	No	No	No	Traffic pattern and turning volumes are not preferable
	Offset-T Intersections	No	No	No	No	No	No	No	Not feasible to offset. Intersection configuration is 3-legged.
	Diamond Interch (Stop Control)	No	No	No	No	No	No	No	Not an interchange, volumes do not warrant grade separation.
	Diamond Interch (RAB Control)	No	No	No	No	No	No	No	Not an interchange, volumes do not warrant grade separation.
	Add one LT Lane on SR 211	Yes	No	No	Yes	Yes	Yes	No	Turn lanes included in Conventional (Minor Stop)
	Add one RT Lane on SR 211								
	Other unsignalized (provide description):	No	No	No	No	No	No	No	N/A
Signalized Intersections	Traffic Signal	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	Median U-Turn (Indirect Left)	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	RCUT (signalized)	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	Displaced Left Turn (CFI)	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	Continuous Green-T	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	Jughandle	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	Quadrant Roadway	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	Diamond Interch (Signal Control)	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	Diverging Diamond	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	Single Point Interchange	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	No LT Lane Improvements	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.
	No RT Lane Improvements								
Other Signalized (provide description):	No	No	No	No	No	No	No	Traffic signal warrants not satisfied.	

☐ = Intersection type selected for more detailed analysis in Stage 2 Alternative Selection Decision Record



GDOT INTERSECTION CONTROL EVALUATION (ICE) WAIVER FORM

ICE Version 2.3| Revised 11/13/2023

Waiver Request - Level 2 / 3

In certain circumstances where an ICE would otherwise be required, an ICE may be waived based on appropriate evidence presented with a written request. Scenarios in which an ICE waiver request may be considered include:

- Proposed improvements do not substantially alter the character of the intersection, and are considered minor in nature, such as extending existing turn lane(s) or modifying signal phasing at an existing traffic signal
- The intersection consists of a public roadway intersecting a divided, multilane roadway where the access will be limited to a closed median with only right-in/right-out access that will operate acceptably; or
- The intersection is along an undivided, two-lane roadway that will not be widened and meets the following criteria:
 - Low risk in terms of exposure (total intersection entering volume less than 1,000 vehicles /day)
 - Latest 5 years of crash history is not indicative of a crash problem (no discernible crash patterns coupled with low crash frequency and severity)
 - Layout has no unusual or undesirable geometric features (such as restricted sight distance)
 - The proposed changes are not expected to adversely affect safety

If only one alternative is determined to be feasible from the ICE Stage 1, then a waiver may be submitted in lieu of completing ICE Stage 2. The waiver must clearly explain why there is no other feasible alternative. A Waiver Form should also be submitted to document an agreed upon decision to select a preferred alternative other than the highest scoring alternative in Stage 2.

ICE waiver forms with supporting documentation should be submitted for approval to the Office of Traffic Operations or District Engineer (depending on Waiver level). Questions regarding the waiver process should be routed to the State Traffic Engineer.

Project Information: Location: SR 211 @ Atlas Drive
 County: Hall
 GDOT District: 1 - Gainesville
 Area Type: Suburb/Transition
 Existing Intersection Control: New Intersection or Other

GDOT PI # (or N/A): N/A
 Requested By: Atlas Development
 Prepared By: Dylan Fox, EIT - SEI
 Date: 2/6/2024
 Waiver Request Type: Driveway Permit

Traffic and Operations Data:^{1,2}

Intersection meets signal/AWS warrants?	None	
Traffic Analysis Type:	Intersection Delay	
Existing Major Street Avg Daily Traffic (ADT):	12,197	
Existing Minor Street Avg Daily Traffic (ADT):	0	
Analysis Period:	AM Peak	PM Peak
2027 Opening Yr Peak Hour Intersection Delay:	20.7 sec	21.2 sec
2027 Opening Yr Peak Hour Intersection V/C:	0.17	0.11
2027 Design Yr Peak Hour Intersection Delay:	20.7 sec	21.2 sec
2027 Design Yr Peak Hour Intersection V/C:	0.17	0.11

Crash Data (Required): ³						
Crash Type	Crash Severity					Years:
	K*	A*	B*	C*	O	
Crash Data: Enter most recent 5 years of crash data						5
Angle	0	0	0	0	0	#DIV/0!
Head-On	0	0	0	0	0	#DIV/0!
Rear End	0	0	0	0	0	#DIV/0!
Sideswipe - same	0	0	0	0	0	#DIV/0!
Sideswipe - opposite	0	0	0	0	0	#DIV/0!
Not Collision w/Motor Veh	0	0	0	0	0	#DIV/0!
TOTALS:	0	0	0	0	0	0

* Number of crashes resulting in injuries / fatalities, not number of persons

Description of Work / Justification for Waiver (Required): Only one feasible alternative was identified in Stage 1. The minor-street stop control operates acceptably in both peak hours. Atlas Drive will be two lanes, one entry and one exit. The intersection meets the threshold for both a left-turn and right-turn auxiliary lane on SR 211, and they should be provided.

Proposed Intersection Control: Conventional (Minor Stop)

REQUESTED BY: Chris Maddox, PE, PTOE Date: 2/22/2024

Title: Traffic Engineer

APPROVED BY: _____ Date: _____

Name: _____

District Engineer or (Approved Delegate)

¹ Analysis data input on this worksheet is for proposed control & configuration on form, not the No-Build data shown on the top of Stage 2

² ADT's required if available (from data collected or nearest GDOT count station site); Capacity data optional unless needed to justify basis of the waiver request.

³ Crash data (required for all existing intersections) must be entered here independent from Stage 2 worksheet inputs (not linked)

Intersection						
Int Delay, s/veh	0.8					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘↙		↑	↗↘	↘↙	↑
Traffic Vol, veh/h	21	21	539	7	6	538
Future Vol, veh/h	21	21	539	7	6	538
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	250	250	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	4
Mvmt Flow	24	24	613	8	7	611

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1238	613	0	0	621
Stage 1	613	-	-	-	-
Stage 2	625	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218
Pot Cap-1 Maneuver	194	492	-	-	960
Stage 1	541	-	-	-	-
Stage 2	534	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	193	492	-	-	960
Mov Cap-2 Maneuver	193	-	-	-	-
Stage 1	541	-	-	-	-
Stage 2	530	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	20.7	0	0.1
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	277	960
HCM Lane V/C Ratio	-	-	0.172	0.007
HCM Control Delay (s)	-	-	20.7	8.8
HCM Lane LOS	-	-	C	A
HCM 95th %tile Q(veh)	-	-	0.6	0

Intersection						
Int Delay, s/veh	0.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↔		↑	↗	↖	↑
Traffic Vol, veh/h	14	11	618	24	17	473
Future Vol, veh/h	14	11	618	24	17	473
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	250	250	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	16	12	687	27	19	526

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1251	687	0	0	714	0
Stage 1	687	-	-	-	-	-
Stage 2	564	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	190	447	-	-	886	-
Stage 1	499	-	-	-	-	-
Stage 2	569	-	-	-	-	-
Platoon blocked, %			-	-		
Mov Cap-1 Maneuver	186	447	-	-	886	-
Mov Cap-2 Maneuver	186	-	-	-	-	-
Stage 1	499	-	-	-	-	-
Stage 2	557	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	21.2	0	0.3
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	250	886
HCM Lane V/C Ratio	-	-	0.111	0.021
HCM Control Delay (s)	-	-	21.2	9.2
HCM Lane LOS	-	-	C	A
HCM 95th %tile Q(veh)	-	-	0.4	0.1

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Wednesday, April 17, 2024 9:51 AM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning); Kristie Turner (Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 5.20.24

Please find Environmental Health comments below:

Item 1, 3634 Oakland Lane, Parra: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 3001 Athens Hwy, Carroll Daniel: No comment.

Item 3, 4216 Winder Hwy, Johnson: No comment. Public sewer.

Item 4, 4610/4616 Winder Hwy; Georgia South: No comment. Public sewer.

Item 5, 4549 Clarks Bridge, Allen: No comment.

Item 6, 4745 Cagle Mill Road, Boling: No comment. Public sewer.

Item 7, 4745 Cagle Mill Road, Boling: No comment. Public sewer.

Item 8, 4151 Nopone Road, Hemphill: 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 9, 5052 Cagle Road, Poole: No comment. Public sewer.

Item 10, 5079 Old Winder Hwy, Gilliam: No comment. Public sewer.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Thursday, April 18, 2024 4:52 PM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Planning Agenda for May 20, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See comments in red below.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, April 11, 2024 12:27 PM
Subject: Tentative Planning Agenda for May 20, 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, May 20, 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, April 18th**. Email comments to Beth (bgarmon@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – May 6, 2024

NEW BUSINESS

1. [3634 Oakland Lane | Variance | 17.240.010. to reduce the rear yard setback | on a 0.30± acre tract located on the west side of Oakland Lane, approximately 340 feet from its intersection with Pleasant Hill Road | Zoned R-I; Tax Parcel 08032 000045 | Proposed Use: Residential addition | * Commission District 4 | Alexandra Parra, applicant](#) **GDOT coordination not required.**
2. [3001 Athens Highway | Variance | 17.420.050.F. to allow for an internally illuminated monument sign within GCOD | on an 80.79± acre tract located on the east side of Athens Highway \(GA-11\), at its intersection with Baker Road | Zoned I-I & AR-IV \(GCOD\); Tax Parcel 15023 000040 | Propose Use: Monument sign | * Commission District 3 | Carroll Daniel Construction Co. attn: Robert Tieman, applicant](#) **GDOT coordination not required**
3. [4216 Winder Highway | Variance | 17.420.060. to allow for two wall signs within GCOD | on a 3.93± acre tract located on the west side of Winder Highway \(GA-53\), approximately 490 feet from its intersection with Martin Road | Zoned H-B \(GCOD\); Tax Parcel 15044B000011 | Propose Use: Wall sign | * Commission District 1 | Serena Johnston/The Huxton Group, LLC, applicant](#) **GDOT coordination not required.**

4. [4610 & 4616 Winder Highway | Amend Conditions of Zoning](#) | on a combined 31.64± acre tract located on the south side of Winder Highway (GA-53); at its intersection with Plantation Drive | Zoned PRD; Tax Parcels 15037A000070 & 15037A000001 | **Proposed Use: 88-unit townhome development** | ** Commission District 1 | **Georgia South Development, LLC, applicant** **Will required GDOT coordination for driveway access to SR 53/ Winder Hwy**
5. [4549 Clarks Bridge Road | Use Subject to County Commission Approval](#) | on a 11.68± acre tract located on the west side of Clarks Bridge Road (GA-284), approximately 90 feet from North Browning Bridge Road | Zoned AR-IV; Tax Parcel 12071 000052 | **Proposed Use: Equestrian center with variances from the standards** | ** Commission District 3 | **Marie Allen, applicant** **Will required GDOT coordination to ensure that added traffic volumes do not adversely impact the state route intersection**
6. [4745 Cagle Mill Road, 4673 & 4691 Noah Martin Drive | Rezone](#) | from Agricultural Residential III (AR-III) & Agricultural Residential IV (AR-IV) to Planned Residential Development (PRD) | on a combined 130.84± acre tract located on the west side of Cagle Mill Road, at its intersection with Noah Martin Drive | Zoned AR-III & AR-IV; Tax Parcels 15007 000254 (pt.), 15019 000043 & 15019 000114 | **Proposed Use: 349-unit residential development** | ** Commission District 3 | **Josh Boling, applicant** **Will required GDOT coordination for driveway access to SR 365/ Cornelia Hwy**
7. [4745 Cagle Mill Road | Rezone](#) | from Agricultural Residential III (AR-III) & Agricultural Residential IV (AR-IV) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a 10.59± acre tract located on the east side of Cornelia Highway (GA-365), approximately 4,970 feet from Cagle Road | Zoned AR-III & AR-IV; Tax Parcel 15007 00254 (pt.) | **Proposed Use: Industrial development** | ** Commission District 3 | **Josh Boling, applicant** **Will required GDOT coordination for driveway access to SR 365/ Cornelia Hwy**
8. [4151 Nopone Road | Rezone](#) | from Agricultural Residential IV (AR-IV) & Suburban Shopping (S-S) to Planned Industrial Development (PID) | on a 14.06± acre tract located on the north side of Nopone Road, approximately 623 feet from its intersection with Cleveland Highway (GA-11) | Zoned AR-IV & S-S; Tax Parcel 12026 000004 (pt.) | **Proposed Use: Self-storage facility** | ** Commission District 3 | **John Hemphill c/o Cloudwalker Investments, LLC, applicant** **GDOT coordination not required**
9. [5052 Cagle Road | Rezone](#) | from Agricultural Residential IV (AR-IV) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a 20.98± acre tract located on the south side of Cagle Road, at its intersection with Lula Road (GA-52) | Zoned AR-IV; Tax Parcel 09084 000003 | **Proposed Use: Industrial development** | ** Commission District 3 | **Gregg Poole, applicant** **Will required GDOT coordination for driveway access to SR 52**
10. [5079 Old Winder Highway | Rezone](#) | from Residential I (R-I) to Planned Residential Development (PRD) | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection with Daylily Drive | Zoned R-I; Tax Parcel 15038 000059 | **Proposed Use: 105-unit townhome development** | ** Commission District 1 | **Steven P. Gilliam, applicant** **Will required GDOT coordination for driveway access to state route**

*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, June 27, 2024**, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, June 27, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

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



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: April 18, 2024

t: 770.531.6800 | f: 770.531.3945

Subject: May 20, 2024 - Hall County Planning Commission Agenda

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the May 20, 2024 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. [3634 Oakland Lane | Variance | 17.240.010. to reduce the rear yard setback | on a 0.30± acre tract located on the west side of Oakland Lane, approximately 340 feet from its intersection with Pleasant Hill Road | Zoned R-I; Tax Parcel 08032 000045 | Proposed Use: Residential addition | * Commission District 4 | Alexandra Parra, applicant](#)

- a. **Engineering:** No comment.
- b. **Traffic:** No comment.
- c. **Utilities:** No comment.

2. [3001 Athens Highway | Variance | 17.420.050.F. to allow for an internally illuminated monument sign within GCOD | on an 80.79± acre tract located on the east side of Athens Highway \(GA-11\), at its intersection with Baker Road | Zoned I-I & AR-IV \(GCOD\); Tax Parcel 15023 000040 | Propose Use: Monument sign | * Commission District 3 | Carroll Daniel Construction Co. attn: Robert Tieman, applicant](#)

- a. **Engineering:** No comment
- b. **Traffic:** No comment.
- c. **Utilities:** No comment

3. [4216 Winder Highway | Variance | 17.420.060. to allow for two wall signs within GCOD | on a 3.93± acre tract located on the west side of Winder Highway \(GA-53\), approximately 490 feet from its intersection with Martin Road | Zoned H-B \(GCOD\); Tax Parcel 15044B000011 | Propose Use: Wall sign | * Commission District 1 | Serena Johnston/The Huxton Group, LLC, applicant](#)

- a. **Engineering:** No comment.
- b. **Traffic:** No comment
- c. **Utilities:** No comment

4. [4610 & 4616 Winder Highway | Amend Conditions of Zoning | on a combined 31.64± acre tract located on the south side of Winder Highway \(GA-53\); at its intersection with Plantation Drive | Zoned PRD; Tax Parcels 15037A000070 & 15037A000001 | Proposed Use: 88-unit townhome development | ** Commission District 1 | Georgia South Development, LLC, applicant](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show FEMA and Hall County studied Flood plains that are present on site
Roads should be private
 - b. **Traffic:** GDOT access permit required
Recommend internal roadways be private and maintained by an HOA or property management company.
Unit driveways are shown as 22 feet in length to the sidewalk parked vehicles may protrude onto the right-of-way. Larger vehicles may protrude over the sidewalk. Recommend a minimum of 22 feet driveways to the proposed right-of-way and not to the sidewalk.
 - c. **Utilities:** Sanitary sewer located adjacent to site.

5. [4549 Clarks Bridge Road | Use Subject to County Commission Approval | on a 11.68± acre tract located on the west side of Clarks Bridge Road \(GA-284\), approximately 90 feet from North Browning Bridge Road | Zoned AR-IV; Tax Parcel 12071 000052 | Proposed Use: Equestrian center with variances from the standards | ** Commission District 3 | Marie Allen, applicant](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
 - b. **Traffic:** No comment
 - c. **Utilities:** No comment

6. [4745 Cagle Mill Road, 4673 & 4691 Noah Martin Drive | Rezone | from Agricultural Residential III \(AR-III\) & Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 130.84± acre tract located on the west side of Cagle Mill Road, at its intersection with Noah Martin Drive | Zoned AR-III & AR-IV; Tax Parcels 15007 000254 \(pt.\), 15019 000043 & 15019 000114 | Proposed Use: 349-unit residential development | ** Commission District 3 | Josh Boling, applicant](#)
 - a. **Engineering:** Property is in major flood area
Show FEMA and Hall County studied Flood plains that are present on site
Property is in north Oconee WPD
Show N. Oconee WPD buffers
No rise study required for construction in flood zone
Roads should be private
 - b. **Traffic:** Roadways are shown as private, however, this should be required.

Access from Cornelia Hwy (SR 365) is shown as private, however, Label indicates “end of county maintained right-of-way” internally. Clarify. Additional comments may be necessary after clarification.

Fire only access on White Hall Road must be gated and no ability for internal traffic to turn around is provided

Recommend the gravel section of Cagle Mill Road be improved to county paved standards to White Hall Road in order to facilitate site traffic to and from Old Cornelia Hwy.

Site plan indicates a fire only access on Cagle Mill Road labeled as “Gated fire only entrance with Knox Box” However no access is shown. Clarify.

GDOT permit required for Cornelia Hwy (SR 365) access.

- c. **Utilities:** Hall County lift station on GA 365

- 7. [4745 Cagle Mill Road | Rezone | from Agricultural Residential III \(AR-III\) & Agricultural Residential IV \(AR-IV\) to Planned Industrial Development \(PID\) & Gateway Corridors Overlay District \(GCOD\) | on a 10.59± acre tract located on the east side of Cornelia Highway \(GA-365\), approximately 4,970 feet from Cagle Road | Zoned AR-III & AR-IV; Tax Parcel 15007 00254 \(pt.\) | Proposed Use: Industrial development | ** Commission District 3 | Josh Boling, applicant](#)

- a. **Engineering:** See #6 comments

- b. **Traffic:** GDOT permit required for Cornelia Hwy (SR365) access.

- Very short section of entrance is proposed to be county maintained but should be a private driveway.

- c. **Utilities:** Hall county lift station on GA 365

- 8. [4151 Nopone Road | Rezone | from Agricultural Residential IV \(AR-IV\) & Suburban Shopping \(S-S\) to Planned Industrial Development \(PID\) | on a 14.06± acre tract located on the north side of Nopone Road, approximately 623 feet from its intersection with Cleveland Highway \(GA-11\) | Zoned AR-IV & S-S; Tax Parcel 12026 000004 \(pt.\) | Proposed Use: Self-storage facility | ** Commission District 3 | John Hemphill c/o Cloudwalker Investments, 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:** Access must meet Hall County Commercial standards

- A trip generation report and turn lane analysis must be completed to determine if improvements to Nopone Road are warranted.

- c. **Utilities:** No gravity sewer lift station adjacent to site

- 9. [5052 Cagle Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Industrial Development \(PID\) & Gateway Corridors Overlay District \(GCOD\) | on a 20.98± acre tract located on the south side of Cagle Road, at its intersection with Lula Road \(GA-52\) | Zoned AR-IV; Tax Parcel 09084 000003 | Proposed Use: Industrial development | ** Commission District 3 | Gregg Poole, 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:** GDOT permit required for access to Lula Road (SR 52) Internal road should be private and not County maintained. No access to Cagle Road is shown on the site plan, however, recommend a condition that access to Cagle Road is prohibited.
- c. **Utilities:** No sanitary sewer lines available.

10. [5079 Old Winder Highway | Rezone | from Residential I \(R-I\) to Planned Residential Development \(PRD\) | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection with Daylily Drive | Zoned R-I; Tax Parcel 15038 000059 | Proposed Use: 105-unit townhome development | ** Commission District 1 | Steven P. Gilliam, 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. Roads should be private
- b. **Traffic:** GDOT approval / permit required for Old Winder Hwy (SR211) Internal roadways shown on site plan will not meet county standards and no variances were requested. If approved as shown, recommend roadways be private and not county maintained. Unit driveways are shown as 22 feet in length to the sidewalk. Parked vehicles may protrude onto the right-of-way. Larger vehicles may protrude over the sidewalk. Recommend a minimum of 22 feet driveways to proposed right-of-way and not to the sidewalk.
- c. **Utilities:** No sanitary sewer adjacent to site

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Thursday, April 18, 2024 2:33 PM
To: Anael Dominguez (CDI: Planning)
Cc: Beth Garmon (CDI: Planning)
Subject: Fire Comment

Monday, May 20, 2024 Hall County Planning Commission Meeting.

[5079 Old Winder Highway | Rezone | from Residential I \(R-I\) to Planned Residential Development \(PRD\) | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection with Daylily Drive | Zoned R-I; Tax Parcel 15038 000059 | **Proposed Use: 105-unit townhome development** | ** Commission District 1 | **Steven P. Gilliam, applicant**](#)

The Hall County Fire Marshal's Office considers the plan conceptual in nature, and if approved may require modifications during the development review process.

Regards,

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



Anael Dominguez (CDI: Planning)

From: Kristie Turner (Planning)
Sent: Monday, May 20, 2024 2:11 PM
To: Anael Dominguez (CDI: Planning); Katie L. Greenway (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: FW: Today's planning commission meeting regarding 5079 Old Winder Hwy, Braselton

Please see email below.

Regards,

Kristie Turner
Principal Planner
Hall County Community Development and Infrastructure
(direct office) 770-297-6853
kturner@hallcounty.org



From: Josh Reaves <jrush1975@gmail.com>
Sent: Monday, May 20, 2024 1:22 PM
To: Kristie Turner (Planning) <kturner@hallcounty.org>
Cc: hreaves4845@comcast.net
Subject: Re: Today's planning commission meeting regarding 5079 Old Winder Hwy, Braselton

You don't often get email from jrush1975@gmail.com. [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.

Kristie,

Please submit this for the record :

My name is Joshua Reaves and I am the homeowner immediately to the left of this proposed project at 5065 Old Winder, and this would butt up against our peaceful, acreage and unsightly aggravation to the peaceful country setting that my wife and I and our 4 children live in.

Arguments against this townhome development proposal:

1. This will Destroy the country feel of the area. Are We going to allow a developers hunger for profits destroy the country feel of this area ? A reasonable single family community built here with many trees kept in tact would be in keeping with the country feel, but a 105 unit Atlanta style townhome complex?? **we are not going to recognize this area and it won't be a place we will enjoy living in if this gets approved!** When we moved out here, we needed to move away from noise and high traffic for our autistic daughter, and this would make our back yard Buckhead. I would ask the council to consider what south Hall would become with this kind of unbridled development.

This would be the ONLY condensed housing within miles, and it would stick out like a sore thumb in this nice country setting

2. The Traffic will become untenable. The 4 lane widening project is projected to be completed from i-85 to Thompson Mill near Chickfila by 2026. The 1600 homes already approved to be built at Union Church and 211 along with nearly 500,000 squ ft of retail space will make this area unbearable because the proposed 4 lane would not even commence near Union Hill all the way to Winder Hwy for years. An additional 105 townhome units will add 200+ cars coming in and out in an area that is growing too fast.

3) Dangerous area- speaking of traffic. Unless you live here you would be unaware of the added casualties that a development here will cause. There was a major accident there during the first week of May. With high traffic inflow and outflow just below the steep hill where the church is, accidents will become a very regular problem. Old Winder has become a connecting route from I-85 to Winder Hwy for truckers and coming over the hill where The Chestnut Mtn church sits, they are traveling at high speeds. This is a **horrible** placement for a condensed housing site.

I want to thank the counsel for your consideration. My wife and I and our 4 children want to enjoy Braselton for many years to come, and don't want to impede development of the area, but it should be in keeping with what has made Braselton and south Hall a great place to live, or else our children and future generations won't want to stay here.

Joshua Reaves and Lisa Reaves

Sent from my iPhone

On May 20, 2024, at 8:41 AM, Kristie Turner (Planning) <kturner@hallcounty.org> wrote:

Josh,

Thank you for your email. However, we do not have the option for remote comments at this time. Anyone who wishes to speak at the meeting must be in attendance in person. Otherwise, they can submit written comment.

You can send a comment via email today and I will get that added to record. Please let me know if there is anything else I can assist with.

Regards,

Kristie Turner
Principal Planner
Hall County Community Development and Infrastructure
(direct office) 770-297-6853
kturner@hallcounty.org

<image001.jpg>

From: Josh Reaves <jrush1975@gmail.com>
Sent: Monday, May 20, 2024 2:51 AM
To: Kristie Turner (Planning) <kturner@hallcounty.org>
Subject: RE: Today's planning commission meeting regarding 5079 Old Winder Hwy, Braselton

You don't often get email from jrush1975@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Kristie,

I am the owner of 5065 Old Winder Hwy, Braselton, Ga and would like to login remotely to Monday afternoon (May 20th) zoning meeting at 5:15pm to discuss the rezoning request of rural land next door to build 105 townhomes.

Will there be a zoom link available and a time for those logging in remotely to speak?

Thank you,

Joshua Reaves
(678)939-9194

5079 Old Winder Highway -
Steven Gilliam

Rezoning for 102 Townhouse Units
On Old Winder Highway, Ga. 211

May 16, 2024

Why this petition matters

Started by Herschel Reaves

The Undersigned are protesting the rezoning on Old Winder Highway, Georgia 211, between 5065 and the Chestnut Mountain church of Christ building. The proposed rezoning for 102 unit townhomes would greatly impact all the undersigned residents and others due to:

- heavily increased traffic
- to the destruction of a natural habitat
- with concern for increased security risks
- and for the increased noise and disturbance that would result.

This is a peaceful rural/residential area that has existed for many years and the nature of this area would drastically change. We, the undersigned, are petitioning the planning committee to decline the rezoning application. Thank you for considering our concerns.

Jamie Couch 5042 Old Winder Hwy
Tommy Couch 11 Braselton GA 30517
Lan Byrd 5066 Old Winder Hwy Braselton GA 30517
Shelby 5062 Old Winder Hwy - Braselton GA 30517
Dyann 5150 Old Winder Hwy - Braselton GA 30517

Gary Newell 5136 Old Winder Hwy Braselton, GA 30517
Leek & Junk 5200 Old Winder Hwy
30517

Ryan Small 3926 Ellison Farm Rd 30517

Jean Strickland 4606 Winder Hwy 30542

Jewel Strickland 4606 Winder Hwy 30542

Jerry Hagan 4951 HARVEST COURT 30542

Nancy Graves 5065 Old Winder Hwy. 30517

John & Lisa Graves 5065 Old Winder Hwy

Harold Graves 5065 Old Winder Hwy.

Jill Cooper 5185 Old Winder Hwy

Lois & Damaris Rodriguez 5055 Old Winder Hwy
30517

Damaris L. Rodriguez 5055 OLD WINDER HWY. BRASELTON, GA 30517

Samuel Rodriguez 5055 Old Winder Hwy, Braselton, 30517

ZONING NOTICE

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

APPLICANT: STEVEN P. GILLAM

REQUEST: REZONE FROM R-1 TO PRD FOR A

102 UNIT TOWNHOME DEVELOPMENT

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: MAY 20, 2024

Time: 5:15 P.M.

&

COUNTY COMMISSION
Date: JUNE 27, 2024

Time: 6:00 P.M.

HALL COUNTY GOVERNMENT CENTER, 205 BROWN RIVER 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 (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 343/2024

SUBJECT: **5052 Cagle Road | Rezone** | from Agricultural Residential IV (AR-IV) to Planned Industrial Development (PID) within the Gateway Corridors Overlay District (GCOD) | on a 20.98± acre tract located on the south side of Cagle Road, at its intersection with Lula Road (GA-52) | Zoned AR-IV; Tax Parcel 09084 000003 | **Proposed Use: Industrial development** | Commission District 3 | **Gregg Poole, applicant**

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: BG

Recommendation:

Approval, with conditions:

1. The property shall be developed in accordance with the site plan received on May 17, 2024, and as described in the project narrative received on May 17, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, [17.420](#)).
3. Permitted uses shall be limited to business service establishment, office, office/warehouse, boat and RV storage, and self-storage as described in the project narrative submitted on May 17, 2024. Any lot utilized for boat storage, RV storage, and/or self-storage shall have hours of access limited to 5:00 am to 11:00 pm daily.
4. Access to the property shall be located on Lula Highway (SR 52) only. There shall be no access to the property from Cagle Road.
5. All roadways within the development shall meet Hall County standards and be developed for public use.
6. The developer shall be responsible for all costs associated with the installation of a fire hydrant if required by the Fire Marshal.
7. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
8. All conditions of zoning shall be made part of any plat(s) created for the property.
9. The development shall be served by onsite septic or Hall County sewer.
10. All outside storage shall be screened by an opaque 6 foot high fence.
11. The southern boundary of the subject property shall have a 50 foot vegetated buffer in accordance with section 17.260 and approved by the Assistant Director of Planning and Development.
12. All lighting shall be downward directed and non-spill.
13. Total building square footage shall not exceed 143,000 square feet.
14. The following uses which are allowed by right in the Light Industrial (I-I) District shall be prohibited:
 - a. Any retail or service establishment
 - b. Automobile repair garages
 - c. Bus stations
 - d. Drive-in theater
 - e. Hotels, motels or tourist courts
 - f. Junk yards
 - g. Service stations
 - h. Truck terminals
 - i. Family day care home
 - j. Group day care home
 - k. Adult establishments
 - l. Astrologers, clairvoyants, fortune tellers, palmists, phrenologists and related occupations to the list of occupations licensed by the Board of Commissioners in the Light Industrial District (I-I).

Purpose of Request:

5052 Cagle Road | Rezone | from Agricultural Residential IV (AR-IV) to Planned Industrial Development (PID) within the Gateway Corridors Overlay District (GCOD) | on a 20.98± acre tract located on the south side of Cagle Road, at its intersection with Lula Road (GA-52) | Zoned AR-IV; Tax Parcel 09084 000003 | **Proposed Use: Industrial development** | Commission District 3 | **Gregg Poole, applicant**

History:

Facts and Issues:

Options:

Funding Requested

\$ 0.00

Are funds within current budget?

No

Source of Funds

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

No

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Attorney	Administration
AD	BG	WLI	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Application
Updated Narrative
Original Narrative
Updated Site Plan
Original Site Plan
Maps
Legal Description
Environmental Health Comments
GDOT Comments
Public Works Comments
Tax Assessors Comments
Fire Comments
Notice Sign Photos
Public Comment - Opposition - from Vickie Kanady
Public Comment - Opposition - from Jill Chambers
Public Comment - Opposition - from Jeffrey Dale



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: June 10, 2024

Subject: **5052 Cagle Road | Rezone | from Agricultural Residential IV (AR-IV) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a 20.98± acre tract | Proposed Use: Industrial development | Gregg Poole, applicant**

The request before you is the request of Gregg Poole to rezone from Agricultural Residential IV (AR-IV) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) to allow an industrial development. This item is located within Commission District 3.

At their May 20, 2024 meeting, the Hall County Planning Commission voted to recommend approval with fourteen (14) conditions **(5-0)**.

Staff recommendation: **Approval**, with conditions, as the proposed rezoning request is consistent with the Activity Center future land use classification within the [Comprehensive Plan](#).

There were **no comments submitted** in advance of the Planning Commission meeting and **two (2) people spoke in opposition during the public hearing**.

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan received on May 17, 2024, and as described in the project narrative received on May 17, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, [17.420](#)).
3. Permitted uses shall be limited to Business Service Establishment, Office, Office/Warehouse, boat and RV storage, and Self-Storage as described in the project narrative submitted on May 17, 2024. Any lot utilized for boat storage, RV storage, and self-storage shall have hours of access limited to 5:00am to 11:00pm daily.

4. Access to the property shall be located on Lula Highway (SR 52) only. There shall be no access to the property from Cagle Road.
5. All roadways within the development shall meet Hall County standards and be developed for public use.
6. The developer shall be responsible for all costs associated with the installation of a fire hydrant if required by the Fire Marshal.
7. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
8. All conditions of zoning shall be made part of any plat(s) created for the property.
9. The development shall be served by onsite septic or Hall County sewer.
10. All outside storage shall be screened by an opaque 6 foot high fence
11. The southern boundary of the subject property shall have a 50 foot vegetated buffer in accordance with Section 17.260 and approved by the Assistant Director of Planning and Development.
12. All lighting shall be downward directed and non-spill
13. Total building square footage shall not exceed 143,000 square feet.
14. The following uses which are allowed by right in the Light Industrial (I-I) District shall be prohibited:
 - a. Any retail or service establishment
 - b. Automobile repair garages
 - c. Bus stations
 - d. Drive-in theater
 - e. Hotels, motels or tourist courts
 - f. Junk yards
 - g. Service stations
 - h. Truck Terminals
 - i. Family day care home
 - j. Group day care home
 - k. Adult establishments
 - l. Astrologers, clairvoyants, fortune tellers, palmists, phrenologists and related occupations to the list of occupations licensed by the board of commissioners in the Light Industrial District (I-I).

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Gregg Poole

Request Rezone from Agricultural Residential IV (AR-IV, 17.120) to Planned Industrial Development (PID, 17.180.090) and Gateway Corridors Overlay District (GCOD, 17.420)

Proposed Use Industrial development

Size 20.98± acres

Zoning Current: Agricultural Residential IV (AR-IV, 17.120) Proposed: Planned Industrial Development (PID, 17.180.090) and Gateway Corridors Overlay District (GCOD, 17.420)

Location **5052 Cagle Road** | Tax Parcel 09084 000003

Commission District Three

Planning Commission Date May 20, 2024

Staff Recommendation **Approval, with conditions**, as the proposed rezoning request is consistent with the Activity Center future land use classification within the Comprehensive Plan.

Record Number.....HZON24-0009

Planning Commission Conditions **Approval, with conditions**
Vote: 5-0

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan received on May 17, 2024, and as described in the project narrative received on May 17, 2024, modified as necessary for

compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420).
3. Permitted uses shall be limited to Business Service Establishment, Office, Office/Warehouse, boat and RV storage, and Self-Storage as described in the project narrative submitted on May 17, 2024. Any lot utilized for boat storage, RV storage, and self-storage shall have hours of access limited to 5:00am to 11:00pm daily.
4. Access to the property shall be located on Lula Highway (SR 52) only. There shall be no access to the property from Cagle Road.
5. All roadways within the development shall meet Hall County standards and be developed for public use.
6. The developer shall be responsible for all costs associated with the installation of a fire hydrant if required by the Fire Marshal.
7. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:

"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
8. All conditions of zoning shall be made part of any plat(s) created for the property.
9. The development shall be served by onsite septic or Hall County sewer.
10. All outside storage shall be screened by an opaque 6 foot high fence
11. The southern boundary of the subject property shall have a 50 foot vegetated buffer in accordance with Section 17.260 and approved by the Assistant Director of Planning and Development.
12. All lighting shall be downward directed and non-spill
13. Total building square footage shall not exceed 143,000 square feet.

14. The following uses which are allowed by right in the Light Industrial (I-I) District shall be prohibited:
- a. Any retail or service establishment
 - b. Automobile repair garages
 - c. Bus stations
 - d. Drive-in theater
 - e. Hotels, motels or tourist courts
 - f. Junk yards
 - g. Service stations
 - h. Truck Terminals
 - i. Family day care home
 - j. Group day care home
 - k. Adult establishments
 - l. Astrologers, clairvoyants, fortune tellers, palmists, phrenologists and related occupations to the list of occupations licensed by the board of commissioners in the Light Industrial District (I-I).

Excerpts from the minutes of the May 20, 2024 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Steve Gilliam, 340 Jesse Jewell Parkway, Gainesville, presented the request. He reviewed the amount of commercial and industrial zoning already existing in the surrounding area. The applicant stated that there are no renderings yet. The applicant stated that there will be no access from Cagle Road.

Public Forum:

Whitney Smith Thompson, 5201 Whitehall Road, Lula, spoke in opposition. Concerns were the industrial use, the lack of infrastructure, increased truck traffic, and lack of community support for the project.

David Gailey, 5274 Whitehall Road, Lula, spoke in opposition. Concerns were the industrial use, increased noise during church services taking place nearby, and damage to existing streams.

Planning Commission Comments:

Mr. Braswell questioned the uses in the buildings. The applicant stated that it would be used for light industrial uses. Mr. Hunt questioned if the applicant will comply with GCOD building standards. The applicant stated that was correct.

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

Conditions:

1. The property shall be developed in accordance with the site plan received on May 17, 2024, and as described in the project narrative received on May 17, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420).
3. Permitted uses shall be limited to Business Service Establishment, Office, Office/Warehouse, boat and RV storage, and Self-Storage as described in the project narrative submitted on May 17, 2024. Any lot utilized for boat storage, RV storage, and self-storage shall have hours of access limited to 5:00am to 11:00pm daily.
4. Access to the property shall be located on Lula Highway (SR 52) only. There shall be no access to the property from Cagle Road.
5. All roadways within the development shall meet Hall County standards and be developed for public use.
6. The developer shall be responsible for all costs associated with the installation of a fire hydrant if required by the Fire Marshal.
7. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
8. All conditions of zoning shall be made part of any plat(s) created for the property.
9. The development shall be served by onsite septic or Hall County sewer.
10. All outside storage shall be screened by an opaque 6 foot high fence
11. The southern boundary of the subject property shall have a 50 foot vegetated buffer in accordance with Section 17.260 and approved by the Assistant Director of Planning and Development.
12. All lighting shall be downward directed and non-spill
13. Total building square footage shall not exceed 143,000 square feet.
14. The following uses which are allowed by right in the Light Industrial (I-I) District shall be prohibited:
 - a. Any retail or service establishment
 - b. Automobile repair garages
 - c. Bus stations
 - d. Drive-in theater
 - e. Hotels, motels or tourist courts

- f. Junk yards
- g. Service stations
- h. Truck Terminals
- i. Family day care home
- j. Group day care home
- k. Adult establishments
- l. Astrologers, clairvoyants, fortune tellers, palmists, phrenologists and related occupations to the list of occupations licensed by the board of commissioners in the Light Industrial District (I-I).

Staff Recommended Conditions:

1. The property shall be developed in accordance with the site plan dated March 22, 2024, and as described in the project narrative submitted March 26, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, [17.420](#)).
3. Permitted uses shall be limited to Business Service Establishment, Office, Office/Warehouse, and Self-Storage as described in the project narrative submitted on March 26, 2024.
4. Access to the property shall be located on Lula Highway (SR 52) only. There shall be no access to the property from Cagle Drive.
5. The proposed road shall be privately-maintained.
6. The developer shall be responsible for all costs associated with the installation of a fire hydrant if required by the Fire Marshal.
7. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:

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

The following may be considered as exceptions to the Official Code of Hall County. Additional information may warrant further determination by the Board should it choose to approve the submitted narrative and site plan:

17.420.050.E.1.b. Parking Lot Design – Parking Requirements

- 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 17.250 of the Hall County Zoning Regulations.
 - The applicant has proposed a combined 132 parking spaces; however, the type of businesses for the proposed industrial development are not specified in the submitted narrative, so an exact parking requirement cannot be determined at this time.

17.420.050.H.2.c. – Architectural standards for non-residential buildings – Building Materials

- 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.
 - The applicant has proposed four buildings to be constructed. However, no renderings have been provided, and it cannot be determined if the building materials standards are being met.

Summary Analysis

The applicant is requesting to rezone 20.98± acres of property currently zoned Agricultural Residential IV (AR-IV, 17.120) within the Gateway Corridors Overlay District (GCOD, 17.420) to Planned Industrial Development (PID, 17.180.090). Currently, the subject property is undeveloped. The rezoning request is necessary to develop an industrial business park that will be subdivided into four separate lots. The applicant intends to construct four buildings ranging from 30,000 square feet to 40,800 square feet, equaling a combined total of 143,000 square feet. The applicant states that the proposed buildings will be used as offices and/or warehouses with the possibility of a self-storage facility as well. No architectural renderings were provided.

The submitted site plan shows the subject property being subdivided into four proposed lots with a 60-foot right-of-way road, which would provide each lot with access to Lula Highway (SR 52). According to the submitted site plan, a stormwater detention facility is proposed to be located between lots 1 and 2. Additionally, the site plan includes a 10-foot landscape strip along the frontage of Lula Highway (SR 52) and Cagle Road, as well as a 50-foot transitional buffer along the southern property line. The adjacent parcels to the south are zoned Agricultural Residential IV (AR-IV).

Proposed Lot Development Information

<u>Lot</u>	<u>Lot Size</u>	<u>Building Size</u>	<u>Parking Spaces</u>
1	4.08± acres	33,000 square feet	33
2	7.07± acres	30,000 square feet	19
3	3.52± acres	39,200 square feet	32
4	5.05± acres	40,800 square feet	48

The applicant states that the typical operating hours of similar facilities are Monday through Friday from 7:00 a.m. to 5:00 p.m. with a few operating limited hours on Saturday. According to the narrative, any future signage will comply with Hall County standards and the outside lighting will be of the semi-cutoff, non-spill type. Water will be provided by the City of Gainesville and a septic area will be required as no sewer availability letter was provided for this development.

GCOD Analysis

<u>Standard</u>	<u>Compliance</u>	<u>Proposed Work</u>	<u>Notes</u>
17.420.050.C – Transitional buffers	Complies	50-foot transitional buffer	Applicant proposes to include a 50-foot transitional buffer adjacent to residential property on site plan.
17.420.050.D – Other landscape and screening standards	Complies	10-foot landscape strip along street frontage	Applicant proposed to include a 10-foot landscape strip along Cagle Road and Lula Highway on site plan.
17.420.050.E – Parking lot design	Unknown	Lot 1 has 33 parking spaces proposed. Lot 2 has 19 parking spaces proposed. Lot 3 has 32 parking spaces proposed. Lot 4 has 48	The use of each building has not been provided and therefore it cannot be determined if the parking space requirements have been met.

		parking spaces proposed.	
17.420.050.F – Outdoor lighting	Complies	Applicant proposes semi-cutoff, non-spill, type of lighting.	Applicant proposes outdoor lighting that complies with GCOD standards.
17.420.050.G – Interparcel access	Does Not Apply	—	Abutting parcel is too dissimilar in development character and use to warrant compliance at this time.
17.420.050.H – Architectural standards for non-residential buildings	Unknown	—	The applicant has not provided any architectural renderings.
17.420.060 – Signs	Unknown	—	No signage has been proposed. In the narrative, the applicant indicated that any future signage will meet GCOD standards.

Based on the future land-use plan, staff finds the requested zoning designation is consistent with the Hall County Comprehensive Plan future land use designation of “Activity Center”. Activity centers are characterized by compact, walkable, higher-density developments. These areas provide additional employment opportunities and support residential uses (e.g. townhomes, loft apartments, condominiums) that can contribute to a live-work environment. Future development is intended to be master planned business parks or industrial parks. The proposed development meets this standard.

Zoning Analysis

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

1. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed use of an industrial development is consistent with the use, development and zoning of adjacent and nearby properties A 50-foot buffer has been provided between the development and the adjacent AR-IV zoned parcels.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **No, it is not anticipated that the proposed rezoning will adversely affect nearby properties. Screening and buffer requirements (17.420.050) will be adhered to reduce impact on adjacent properties.**

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned Agricultural Residential IV (AR-IV 17.120) based on surrounding developed properties. The property is currently undeveloped.**
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; **The zoning proposal will not result in an excessive or burdensome use of local infrastructure.**
5. Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the Comprehensive Plan and the "Activity Center" future land use designation. The Comprehensive Plan identifies "master planned business park or industrial park, mid-rise office" as appropriate future land uses in this area.**
6. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**
7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**
8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**
9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property is currently undeveloped and has no record of any previous 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 surrounding parcels consist of PID and AR-IV zoning. No isolated zoning district would be created if approved.**

12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The proposal is not out of scale with the needs of the county as a whole, as population growth has increased the need for local employment opportunities..**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There may be other appropriately zoned properties in the county where industrial uses would be permitted without zoning action.**
15. Whether the need for rezoning could be handled instead by a variance request to the [planning commission]; **The request could not be handled alternatively as a variance.**
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

17.380.050. - Submission requirements

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
 1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **The proposal provides a narrative outlining the intent of the development however, the applicant has not prepared a response to each of the criteria listed in 17.380.060.C.**

2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets the requirement. The applicant has provided a site plan to scale..**
- C. For any application for a slow rate land treatment system (see chapter 17.20), the following additional requirements apply. **This standard is not applicable, as the site development does not include a slow rate land treatment system.**
- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **The proposed development does not contain any residential dwelling units, and as such is exempt from this requirement.**

Development Support and Constraints / Departmental Comments

Hall County Environmental Health

In an email dated April 17, 2024, Emily McGahee stated “No comment. Public sewer.”

Hall County Fire Marshal

In an email dated April 18, 2024, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated “The Hall County Fire Marshal’s Office considers the plan conceptual in nature, and if approved may require modifications during the development review process.”

Hall County Public Works and Utilities

In a memo dated April 18, 2024, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:

This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream.

Traffic:

GDOT permit required for access to Lula Road (SR 52)

Internal road should be private and not County maintained.

No access to Cagle Road is shown on the site plan, however, recommending a condition that access to Cagle Road is prohibited.

Utilities

No sanitary sewer lines available.

Hall County Tax Assessors

In an email dated April 17, 2024, Cher Melendez, Specialized Assessment Manager, states “property owner has been informed of possible breach and estimate.”

Georgia Department of Transportation

In an email dated April 18, 2024, Veronica Chavers, D1TO Civil Engineer 3, stated that this project will require GDOT coordination for driveway access to Lula Road (SR 52).

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



ZONING APPLICATION

Applicant (Name & Mailing Address)	Property Owner (Name & Mailing Address)
<u>GREGG POOLE</u>	<u>52CagleLLC</u>
<u>PO BOX 926</u>	<u>PO BOX 926</u>
<u>LULA, GA 30554</u>	<u>LULA, GA 30554</u>
Phone <u>678-617-1734</u>	Phone <u>678-617-1734</u>
Email Address <u>igcontractors@hotmail.com</u>	Email Address <u>igcontractors@hotmail.com</u>
Proposed Use <u>Office/Warehouses with parking</u>	

Contact Person (Name & Mailing Address)	Status of Applicant	Requested Action
<u>GREGG POOLE</u>	<input checked="" type="checkbox"/> Owner	Existing Zoning: <u>AR-IV</u>
<u>PO BOX 926</u>	<input type="checkbox"/> Option to Purchase	Rezone to: <u>PID</u>
<u>LULA, GA 30554</u>	<input type="checkbox"/> Area Resident	Fee:\$ <u> </u>
Phone <u>678-617-1734</u>	<input type="checkbox"/> Other	Receipt #: <u> </u>
Email Address <u>igcontractors@hotmail.com</u>		Check #: <u> </u>
Tax Parcel Number <u>09084 000003</u>	Acreage <u>20.78 ACRES</u>	
Location Address <u>5052 CAGLE ROAD, LULA, GA 30554</u>		

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

Sign *Gregg Poole* Date: 3-16-24

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

Application Withdrawal: I hereby withdraw the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____	Taken by: _____
Tentative Planning Commission Date: _____	Tentative County Commission Date: _____
County Commission District: _____	



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have** I have not

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

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

Name of Official(s): Breckfield

Office: Judge

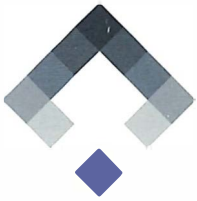
Dollar Amount: 1000⁰⁰

Date of Contribution: 1-26-24

Applicant's/Owner's Signature: Gregs Bate

Date: 3-16-24

Applicant's/Owner's Name (Printed): Gregs Bate (52 Cagle, LLC)



SMITH GILLIAM WILLIAMS & MILES

Website: sgwmfirm.com

Phone: 770.536.3381

Fax: 770.531.1481

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

NARRATIVE REPORT REQUEST FOR REZONING HALL COUNTY, GEORGIA Amended: May 17, 2024

RECEIVED

MAY 17 2024

Planning & Zoning Department

RE: 20.78 acres located at the intersection of Cagle Rd and Hwy 52,
Lula, GA Parcel ID 09084 000003

Gregg Poole (the “applicant”) respectfully submits this Narrative Report to the Hall County Board of Commissioners in support of an application for rezoning approval for the property located at 5052 Cagle Road, Lula, Georgia 30554. The property is currently AR-IV zoning and the proposed zoning is PID (Planned Industrial Development).

The primary use of this parcel is planned and intended to be used as speculative office, warehouse facilities, and covered storage, which can include boat and RV storage facilities with applicable parking. All potential uses are those allowed by the Hall County Light Industrial Standards; however, the following uses which are allowed by right are prohibited: any retail or service establishment, automobile repair garages, bus stations, drive-in theaters, hotels, motels, tourist courts, junk yards, service stations, truck terminals, family day care homes, group day care homes, adult establishments, astrologers, clairvoyants, fortune tellers, palmists, phrenologists, and related occupations to the list of occupations licensed by the board of commissioners in the Light Industrial District (I-I). Since the buildings are speculative, the hours of operation are currently unknown; provided however, the hours of operation for boat and RV storage facilities will be consistent with those previously approved by the Board of Commissioners, which prohibits operating hours between 11:00 PM and 5:00 AM daily.

The accompanying concept plan adheres to the PID zoning standards. These include a 30’ front setback, 20’ side setback, 10’ landscape strip, and a 50’ transitional buffer adjacent to residential properties. The adjacent properties to the south include a residence and a church. Any disturbance within this transitional buffer will require replanting per the Hall County tree ordinance.

The plan shows 4 lots for 4 buildings, which lots can be conveyed by deed individually. The proposed use of a light industrial development is consistent with the use, development and zoning of adjacent and nearby properties. The road’s entrance shall be only on Hwy 52 to access the lots. The road will be built according to Hall County road standards and dedicated to Hall County for public use. Thereafter, the road will be maintained by Hall County.

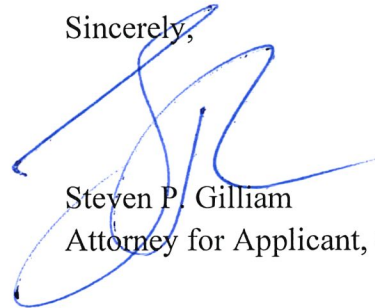
Street Address:

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

The City of Gainesville provides water. Sewer on each lot can be served by individual septic tanks or may be connected to Hall County sewer services. The lighting will be semi-cutoff, non-spill, type. There are no signs proposed at this time; however, any signs are to adhere to the Hall County sign regulations. The proposed lots and building sizes are approximate and can be amended as required, but the buildings' total size shall not exceed 143,000 sq ft. All building architectural standards shall meet the requirements of the Hall County Gateway Corridor standards.

The proposed use is consistent with the Comprehensive Plan and the "Activity Center" future land use designation. The Comprehensive Plan identifies "master planned business park or industrial park, mid-rise office" as appropriate future land uses in this area.

Sincerely,



Steven P. Gilliam
Attorney for Applicant, Gregg Poole



NARRATIVE REPORT
REQUEST FOR REZONING
HALL COUNTY, GEORGIA

RE: 20.78 acres located at the intersection of Cagle Rd and Hwy 52, Lula, GA
Parcel ID 09084 000003

Gregg Poole (the “applicant”) respectfully submits this Narrative Report to the Hall County Board of Commissioners in support of an application for rezoning approval. The property is currently AR-IV zoning and the proposed zoning is PID (Planned Industrial Development).

The primary use of this parcel is planned and intended to be used as speculative office /warehouse facilities with applicable parking. One minor area of the property may be used as a self-storage facility. However, the accompanying concept plan shows the use to currently be all office/warehouse. Since the buildings are speculative, the hours of operation are unknown at this time. Typically, hours of operation for similar facilities are 7am – 5pm Monday through Friday and a few hours on Saturday.

The accompanying concept plan adheres to the PID zoning standards. These include a 30’ front setback, 20’ side setback, 10’ landscape strip, and a 50’ transitional buffer adjacent to residential properties. The plan shows 4 lots for 4 buildings and these lots will follow to the density and lot size requirements. A road is proposed with an entrance on Hwy 52 to access the lots.

The City of Lula is to provide water and sanitary sewer service. The lighting will be semi-cutoff, non-spill, type. There is not a sign proposed at this time; however, any signs are to adhere to the Hall County regulations. As mentioned previously, there is a 50’ transitional buffer along the south side of the property. The adjacent properties to the south include a residence and a church. Any disturbance within this buffer will require replanting per the Hall County tree ordinance. Furthermore, the buildings have been arranged so that any lighting from the buildings is diminished.

The property is near the intersection of Hwy 365 and Hwy 52 and within the “Activity Center “future land use area. The PID zoning and intended use is consistent with the area and the intended future land use.

Sincerely,

A handwritten signature in black ink, appearing to read 'James Irvin', is written over a large, stylized circular flourish.

James Irvin, PE
Engineer for Applicant
Foothills Land Design, LLC

Foothills Land Design, LLC
164 Professional Drive
Baldwin, GA 30511

Ph: 706-778-0067
Fax: 706-778-0069
www.foothillsld.com

REFERENCES:

- 1) FLAT BY JAMES ROBERT CHEATHAM GIRLS FOR RICHARD CLAZEBROOK AND GRADY SIXON, 13.69+ ACRES, 12-14-1935.
- 2) DEED, ALVIN HIGGS TO LULA LAND LIMITED PARTNERSHIP, 9-31-1973.
- 3) FLATS BY FARLEY-COLLINS ASSOCIATES GIRLS FOR:
 A: RICKY AUBRY, 6.076 ACRES, 8-19-1997.
 B: RICKY AUBRY, 8.310 ACRES, 8-19-1997, REVISED 10-03-97 AND 3-20-98.

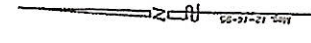
NOTES:

- 1) PROPERTY SHOWN HEREON IS SUBJECT TO EASEMENTS, EASEMENTS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD, IF ANY.
- 2) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE WHICH BEARS S 79° 32' 18" E, OF THE REFERENCED FLAT FOR CLAZEBROOK AND SIXON, (SEE REF. 1).

RECORDING PERMIT

By *Em. Deas* 5/13/98
 HALL COUNTY PLANNING COMMISSION

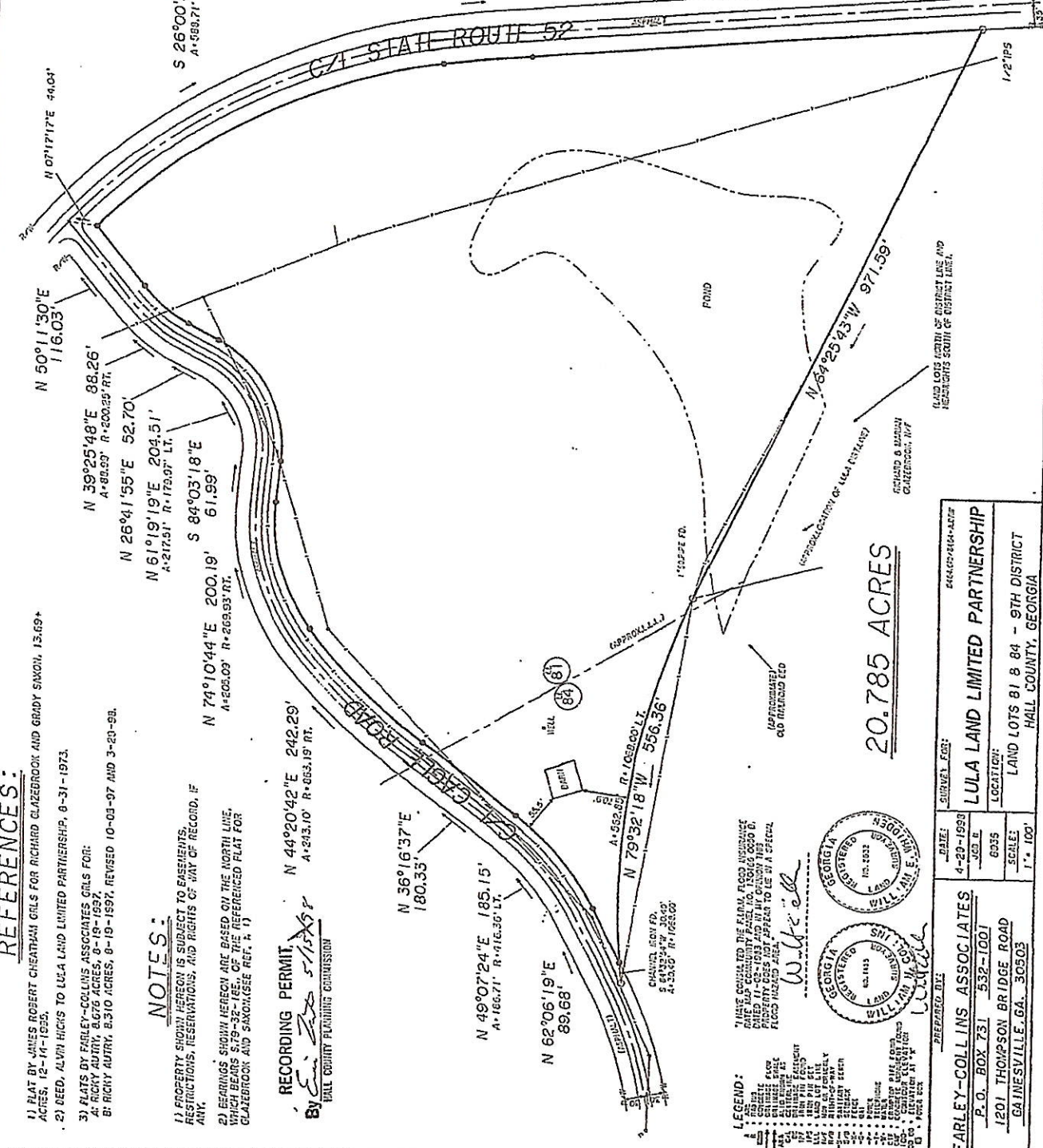
FIELD SURVEY ERROR OF CLOSURE
 ANGULAR ERROR PER ANGLE POINT
 INSTRUMENT USED
 ADJUSTED BY
 PLAT ERROR OF CLOSURE



S 06°09'33"E 137.32'
 A=137.33' R=2065.91' RT.

Georgia, Hall County, Clerk of Superior Court
 Filed in office this 30th day of 5/13/98
 1998 at 8:27
 DWIGHT E. WOOD, CLERK

S 04°47'46"E 683.96'



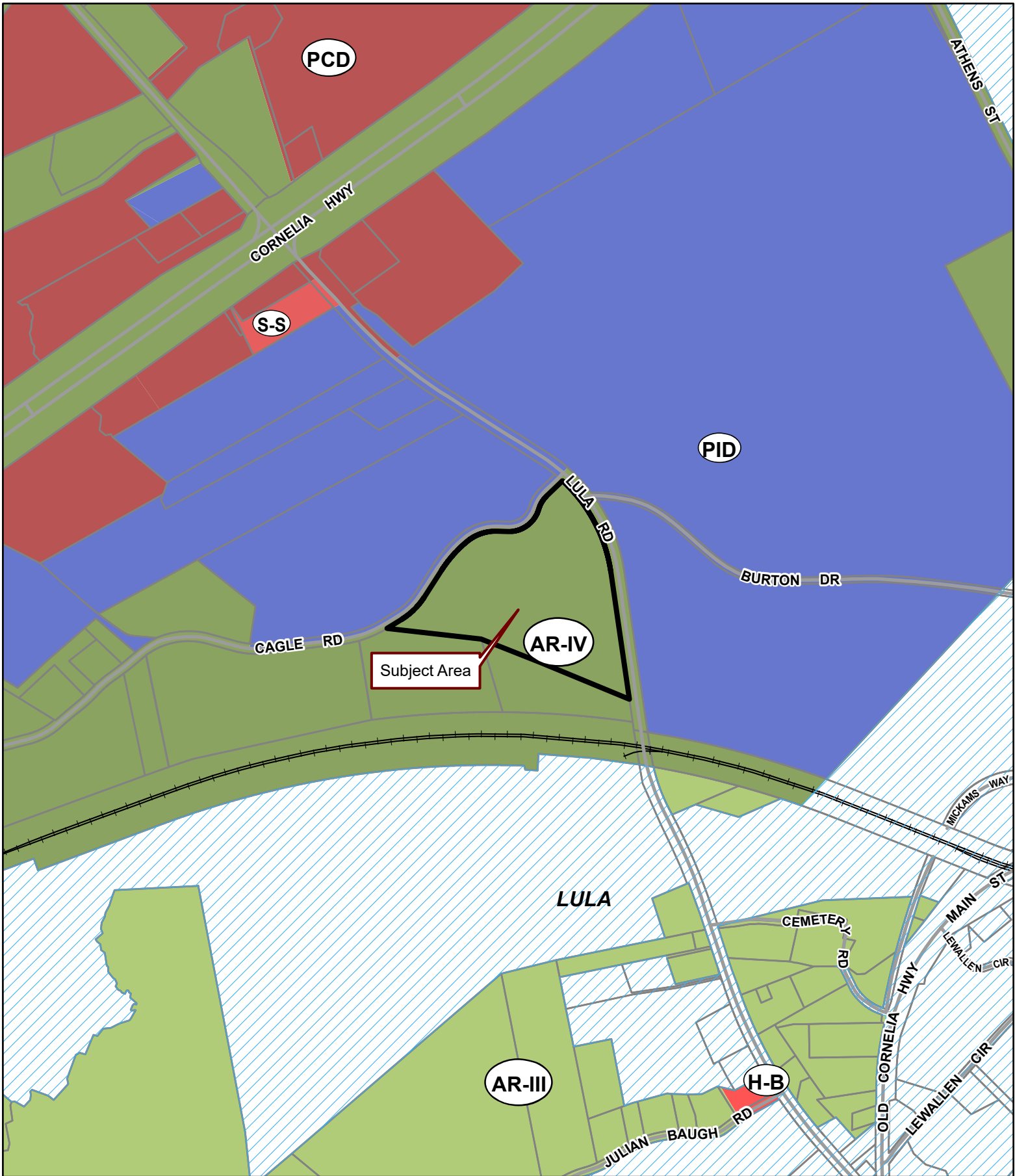
20.785 ACRES

PREPARED BY: FARLEY-COLLINS ASSOCIATES P.O. BOX 731 532-1001 1201 THOMPSON BRIDGE ROAD GAINESVILLE, GA. 30503		SURVEY FOR: LULA LAND LIMITED PARTNERSHIP
DATE: 4-29-1998	JOB E: 6035	LOCATION: LAND LOTS 81 & 84 - 9TH DISTRICT HALL COUNTY, GEORGIA
SCALE: 1" = 100'		DRAWN BY: W. K. ELL

JAMES COLLINS FOR THE BANK FORD MORTGAGE
 RATE HAS COMMUNITY FAS 10.15% ADVANCE
 DATED 11-08-1993 AND IN MY CHANCERY
 FILED IN 1993 AND NOT APPEAR TO BE IN A SPECIAL
 FLOOD HAZARD AND NOT APPEAR TO BE IN A SPECIAL



- LEGEND:**
- A: ACRES
 - BL: BOUNDARY LINE
 - CL: CENTER LINE
 - CO: CORNER
 - CR: CURB
 - DA: DRAINAGE AREA
 - DE: DEED
 - DI: DISTRICT
 - DO: DRAINAGE DITCH
 - DR: DRIVE
 - EA: EASEMENT
 - EL: ELEVATION
 - EM: EMBANKMENT
 - EN: ENCLOSURE
 - EP: EASEMENT POINT
 - ES: EASEMENT SURFACE
 - ET: EASEMENT TERMINUS
 - EX: EXISTING
 - FA: FENCE
 - FL: FLOOD HAZARD
 - FO: FLOOD OUTLINE
 - FR: FENCE ROW
 - GA: GATE
 - GL: GULLY
 - GR: GRADE
 - HA: HAZARD AREA
 - HE: HIGHWAY
 - HO: HIGHWAY RIGHT OF WAY
 - IS: INTERSECTION
 - LA: LAND AREA
 - LI: LINE
 - LO: LOT
 - MA: MARK
 - MC: MARK CENTER
 - MD: MARK DISTANCE
 - ME: MARK ELEVATION
 - MI: MARK INTERSECTION
 - MO: MARK OFFSET
 - MS: MARK SURFACE
 - MT: MARK TERMINUS
 - NA: NORTH ARROW
 - NE: NORTH EASEMENT
 - NO: NORTH OFFSET
 - NS: NORTH SURFACE
 - NT: NORTH TERMINUS
 - PA: PLAT AREA
 - PE: PLAT ERROR
 - PL: PLAT LINE
 - PO: PLAT OFFSET
 - PS: PLAT SURFACE
 - PT: PLAT TERMINUS
 - RA: RIGHT OF WAY
 - RD: ROAD
 - RE: RESERVATION
 - RF: RIGHT OF FWAY
 - RI: RIGHT INTERSECTION
 - RO: RIGHT OFFSET
 - RS: RIGHT SURFACE
 - RT: RIGHT TERMINUS
 - SA: SURFACE AREA
 - SC: SURFACE CENTER
 - SD: SURFACE DISTANCE
 - SE: SURFACE ELEVATION
 - SI: SURFACE INTERSECTION
 - SO: SURFACE OFFSET
 - SS: SURFACE SURFACE
 - ST: SURFACE TERMINUS
 - TA: TOTAL AREA
 - TE: TOTAL ERROR
 - TL: TOTAL LINE
 - TO: TOTAL OFFSET
 - TS: TOTAL SURFACE
 - TT: TOTAL TERMINUS
 - UN: UNKNOWN
 - VA: VARIATION
 - VE: VARIATION ERROR
 - VL: VARIATION LINE
 - VO: VARIATION OFFSET
 - VS: VARIATION SURFACE
 - VT: VARIATION TERMINUS
 - WA: WATER AREA
 - WE: WATER ERROR
 - WL: WATER LINE
 - WO: WATER OFFSET
 - WS: WATER SURFACE
 - WT: WATER TERMINUS
 - XX: UNKNOWN



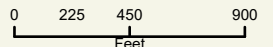
Applicant: GREGG POOLE

Tax Parcel #: 09084 000003

Location: 5052 CAGLE ROAD, LULA, GA 30554

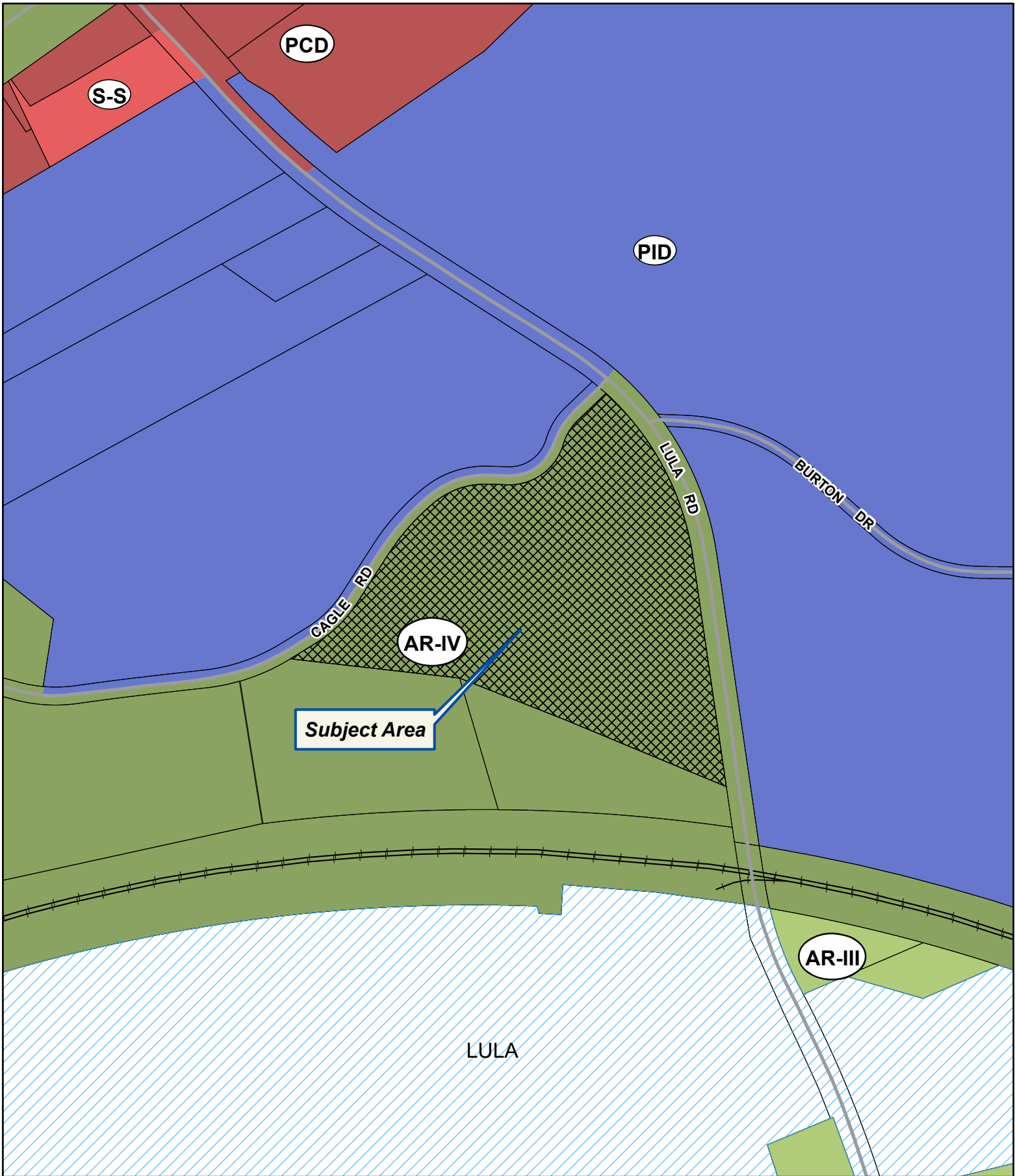
Commission District 3

PC Mtg. Date: 05/20/24



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





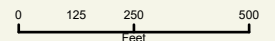
Applicant: GREGG POOLE

Tax Parcel #: 09084 000003

Location: 5052 CAGLE ROAD, LULA, GA 30554

Commission District 3

PC Mtg. Date: 05/20/24



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





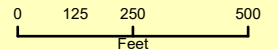
Applicant: GREGG POOLE




Tax Parcel #: 09084 000003

Location: 5052 CAGLE ROAD, LULA, GA 30554

Commission District 3

PC Mtg. Date: 05/20/24



-  Zoning Boundary
-  City Limits
-  Subject Area



000110

EXHIBIT "A"

ALL THAT tract or parcel of land lying and being in Land Lots 81 and 84, 9th District, Hall County Georgia and being more particularly described as follows:

To find the Point of Beginning commence at a point located on where the southeasterly right of way of Cagle Road intersects with the southwesterly right of way of State Route 52, thence along the right of way of State Route along the arc of a curve an arc distance of 588.71 feet (said curve having a radius of 912.01 feet and being subtended by a chord bearing S 26-00-52 E 578.54 feet) to a point, thence along the arc of a curve an arc distance of 137.33 feet (said curve having a radius of 2886.51 feet and being subtended by a chord bearing S 06-09-33 E 137.32 feet) to a point, thence S 04-47-46 E 683.96 feet to a point, thence leaving said right of way N 64-25-43 W 971.59 feet to a 1 inch square pipe found and the TRUE POINT OF BEGINNING, thence along the arc of a curve an arc distance of 562.36 feet (said curve having a radius of 1068.00 feet and being subtended by a chord bearing N 79-32-18 W 556.36 feet to a point on the right of way of Cagle Road, thence along the right of way of Cagle Road S 61-02-09 W 12.69 feet to a point, thence leaving said right of way S 80-21-14 E 566.22 feet to a 1 inch square pipe found and the TRUE POINT OF BEGINNING.

Subject to all easements, restrictions and covenants of record.

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Wednesday, April 17, 2024 9:51 AM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning); Kristie Turner (Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 5.20.24

Please find Environmental Health comments below:

Item 1, 3634 Oakland Lane, Parra: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 3001 Athens Hwy, Carroll Daniel: No comment.

Item 3, 4216 Winder Hwy, Johnson: No comment. Public sewer.

Item 4, 4610/4616 Winder Hwy; Georgia South: No comment. Public sewer.

Item 5, 4549 Clarks Bridge, Allen: No comment.

Item 6, 4745 Cagle Mill Road, Boling: No comment. Public sewer.

Item 7, 4745 Cagle Mill Road, Boling: No comment. Public sewer.

Item 8, 4151 Nopone Road, Hemphill: 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 9, 5052 Cagle Road, Poole: No comment. Public sewer.

Item 10, 5079 Old Winder Hwy, Gilliam: No comment. Public sewer.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Thursday, April 18, 2024 4:52 PM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Planning Agenda for May 20, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See comments in red below.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, April 11, 2024 12:27 PM
Subject: Tentative Planning Agenda for May 20, 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, May 20, 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, April 18th**. Email comments to Beth (bgarmon@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – May 6, 2024

NEW BUSINESS

1. [3634 Oakland Lane | Variance | 17.240.010. to reduce the rear yard setback | on a 0.30± acre tract located on the west side of Oakland Lane, approximately 340 feet from its intersection with Pleasant Hill Road | Zoned R-I; Tax Parcel 08032 000045 | Proposed Use: Residential addition | * Commission District 4 | Alexandra Parra, applicant](#) **GDOT coordination not required.**
2. [3001 Athens Highway | Variance | 17.420.050.F. to allow for an internally illuminated monument sign within GCOD | on an 80.79± acre tract located on the east side of Athens Highway \(GA-11\), at its intersection with Baker Road | Zoned I-I & AR-IV \(GCOD\); Tax Parcel 15023 000040 | Propose Use: Monument sign | * Commission District 3 | Carroll Daniel Construction Co. attn: Robert Tieman, applicant](#) **GDOT coordination not required**
3. [4216 Winder Highway | Variance | 17.420.060. to allow for two wall signs within GCOD | on a 3.93± acre tract located on the west side of Winder Highway \(GA-53\), approximately 490 feet from its intersection with Martin Road | Zoned H-B \(GCOD\); Tax Parcel 15044B000011 | Propose Use: Wall sign | * Commission District 1 | Serena Johnston/The Huxton Group, LLC, applicant](#) **GDOT coordination not required.**

4. [4610 & 4616 Winder Highway | Amend Conditions of Zoning](#) | on a combined 31.64± acre tract located on the south side of Winder Highway (GA-53); at its intersection with Plantation Drive | Zoned PRD; Tax Parcels 15037A000070 & 15037A000001 | **Proposed Use: 88-unit townhome development** | ** Commission District 1 | **Georgia South Development, LLC, applicant** **Will required GDOT coordination for driveway access to SR 53/ Winder Hwy**
5. [4549 Clarks Bridge Road | Use Subject to County Commission Approval](#) | on a 11.68± acre tract located on the west side of Clarks Bridge Road (GA-284), approximately 90 feet from North Browning Bridge Road | Zoned AR-IV; Tax Parcel 12071 000052 | **Proposed Use: Equestrian center with variances from the standards** | ** Commission District 3 | **Marie Allen, applicant** **Will required GDOT coordination to ensure that added traffic volumes do not adversely impact the state route intersection**
6. [4745 Cagle Mill Road, 4673 & 4691 Noah Martin Drive | Rezone](#) | from Agricultural Residential III (AR-III) & Agricultural Residential IV (AR-IV) to Planned Residential Development (PRD) | on a combined 130.84± acre tract located on the west side of Cagle Mill Road, at its intersection with Noah Martin Drive | Zoned AR-III & AR-IV; Tax Parcels 15007 000254 (pt.), 15019 000043 & 15019 000114 | **Proposed Use: 349-unit residential development** | ** Commission District 3 | **Josh Boling, applicant** **Will required GDOT coordination for driveway access to SR 365/ Cornelia Hwy**
7. [4745 Cagle Mill Road | Rezone](#) | from Agricultural Residential III (AR-III) & Agricultural Residential IV (AR-IV) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a 10.59± acre tract located on the east side of Cornelia Highway (GA-365), approximately 4,970 feet from Cagle Road | Zoned AR-III & AR-IV; Tax Parcel 15007 00254 (pt.) | **Proposed Use: Industrial development** | ** Commission District 3 | **Josh Boling, applicant** **Will required GDOT coordination for driveway access to SR 365/ Cornelia Hwy**
8. [4151 Nopone Road | Rezone](#) | from Agricultural Residential IV (AR-IV) & Suburban Shopping (S-S) to Planned Industrial Development (PID) | on a 14.06± acre tract located on the north side of Nopone Road, approximately 623 feet from its intersection with Cleveland Highway (GA-11) | Zoned AR-IV & S-S; Tax Parcel 12026 000004 (pt.) | **Proposed Use: Self-storage facility** | ** Commission District 3 | **John Hemphill c/o Cloudwalker Investments, LLC, applicant** **GDOT coordination not required**
9. [5052 Cagle Road | Rezone](#) | from Agricultural Residential IV (AR-IV) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a 20.98± acre tract located on the south side of Cagle Road, at its intersection with Lula Road (GA-52) | Zoned AR-IV; Tax Parcel 09084 000003 | **Proposed Use: Industrial development** | ** Commission District 3 | **Gregg Poole, applicant** **Will required GDOT coordination for driveway access to SR 52**
10. [5079 Old Winder Highway | Rezone](#) | from Residential I (R-I) to Planned Residential Development (PRD) | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection with Daylily Drive | Zoned R-I; Tax Parcel 15038 000059 | **Proposed Use: 105-unit townhome development** | ** Commission District 1 | **Steven P. Gilliam, applicant** **Will required GDOT coordination for driveway access to state route**

*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, June 27, 2024**, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, June 27, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

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



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: April 18, 2024

t: 770.531.6800 | f: 770.531.3945

Subject: May 20, 2024 - Hall County Planning Commission Agenda

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the May 20, 2024 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. [3634 Oakland Lane | Variance | 17.240.010. to reduce the rear yard setback | on a 0.30± acre tract located on the west side of Oakland Lane, approximately 340 feet from its intersection with Pleasant Hill Road | Zoned R-I; Tax Parcel 08032 000045 | Proposed Use: Residential addition | * Commission District 4 | Alexandra Parra, applicant](#)

- a. **Engineering:** No comment.
- b. **Traffic:** No comment.
- c. **Utilities:** No comment.

2. [3001 Athens Highway | Variance | 17.420.050.F. to allow for an internally illuminated monument sign within GCOD | on an 80.79± acre tract located on the east side of Athens Highway \(GA-11\), at its intersection with Baker Road | Zoned I-I & AR-IV \(GCOD\); Tax Parcel 15023 000040 | Propose Use: Monument sign | * Commission District 3 | Carroll Daniel Construction Co. attn: Robert Tieman, applicant](#)

- a. **Engineering:** No comment
- b. **Traffic:** No comment.
- c. **Utilities:** No comment

3. [4216 Winder Highway | Variance | 17.420.060. to allow for two wall signs within GCOD | on a 3.93± acre tract located on the west side of Winder Highway \(GA-53\), approximately 490 feet from its intersection with Martin Road | Zoned H-B \(GCOD\); Tax Parcel 15044B000011 | Propose Use: Wall sign | * Commission District 1 | Serena Johnston/The Huxton Group, LLC, applicant](#)

- a. **Engineering:** No comment.
- b. **Traffic:** No comment
- c. **Utilities:** No comment

4. [4610 & 4616 Winder Highway | Amend Conditions of Zoning | on a combined 31.64± acre tract located on the south side of Winder Highway \(GA-53\); at its intersection with Plantation Drive | Zoned PRD; Tax Parcels 15037A000070 & 15037A000001 | Proposed Use: 88-unit townhome development | ** Commission District 1 | Georgia South Development, LLC, applicant](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show FEMA and Hall County studied Flood plains that are present on site
Roads should be private
 - b. **Traffic:** GDOT access permit required
Recommend internal roadways be private and maintained by an HOA or property management company.
Unit driveways are shown as 22 feet in length to the sidewalk parked vehicles may protrude onto the right-of-way. Larger vehicles may protrude over the sidewalk. Recommend a minimum of 22 feet driveways to the proposed right-of-way and not to the sidewalk.
 - c. **Utilities:** Sanitary sewer located adjacent to site.

5. [4549 Clarks Bridge Road | Use Subject to County Commission Approval | on a 11.68± acre tract located on the west side of Clarks Bridge Road \(GA-284\), approximately 90 feet from North Browning Bridge Road | Zoned AR-IV; Tax Parcel 12071 000052 | Proposed Use: Equestrian center with variances from the standards | ** Commission District 3 | Marie Allen, applicant](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
 - b. **Traffic:** No comment
 - c. **Utilities:** No comment

6. [4745 Cagle Mill Road, 4673 & 4691 Noah Martin Drive | Rezone | from Agricultural Residential III \(AR-III\) & Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 130.84± acre tract located on the west side of Cagle Mill Road, at its intersection with Noah Martin Drive | Zoned AR-III & AR-IV; Tax Parcels 15007 000254 \(pt.\), 15019 000043 & 15019 000114 | Proposed Use: 349-unit residential development | ** Commission District 3 | Josh Boling, applicant](#)
 - a. **Engineering:** Property is in major flood area
Show FEMA and Hall County studied Flood plains that are present on site
Property is in north Oconee WPD
Show N. Oconee WPD buffers
No rise study required for construction in flood zone
Roads should be private
 - b. **Traffic:** Roadways are shown as private, however, this should be required.

Access from Cornelia Hwy (SR 365) is shown as private, however, Label indicates “end of county maintained right-of-way” internally. Clarify. Additional comments may be necessary after clarification.

Fire only access on White Hall Road must be gated and no ability for internal traffic to turn around is provided

Recommend the gravel section of Cagle Mill Road be improved to county paved standards to White Hall Road in order to facilitate site traffic to and from Old Cornelia Hwy.

Site plan indicates a fire only access on Cagle Mill Road labeled as “Gated fire only entrance with Knox Box” However no access is shown. Clarify.

GDOT permit required for Cornelia Hwy (SR 365) access.

- c. **Utilities:** Hall County lift station on GA 365

- 7. [4745 Cagle Mill Road | Rezone | from Agricultural Residential III \(AR-III\) & Agricultural Residential IV \(AR-IV\) to Planned Industrial Development \(PID\) & Gateway Corridors Overlay District \(GCOD\) | on a 10.59± acre tract located on the east side of Cornelia Highway \(GA-365\), approximately 4,970 feet from Cagle Road | Zoned AR-III & AR-IV; Tax Parcel 15007 00254 \(pt.\) | Proposed Use: Industrial development | ** Commission District 3 | Josh Boling, applicant](#)

- a. **Engineering:** See #6 comments

- b. **Traffic:** GDOT permit required for Cornelia Hwy (SR365) access.

- Very short section of entrance is proposed to be county maintained but should be a private driveway.

- c. **Utilities:** Hall county lift station on GA 365

- 8. [4151 Nopone Road | Rezone | from Agricultural Residential IV \(AR-IV\) & Suburban Shopping \(S-S\) to Planned Industrial Development \(PID\) | on a 14.06± acre tract located on the north side of Nopone Road, approximately 623 feet from its intersection with Cleveland Highway \(GA-11\) | Zoned AR-IV & S-S; Tax Parcel 12026 000004 \(pt.\) | Proposed Use: Self-storage facility | ** Commission District 3 | John Hemphill c/o Cloudwalker Investments, 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:** Access must meet Hall County Commercial standards

- A trip generation report and turn lane analysis must be completed to determine if improvements to Nopone Road are warranted.

- c. **Utilities:** No gravity sewer lift station adjacent to site

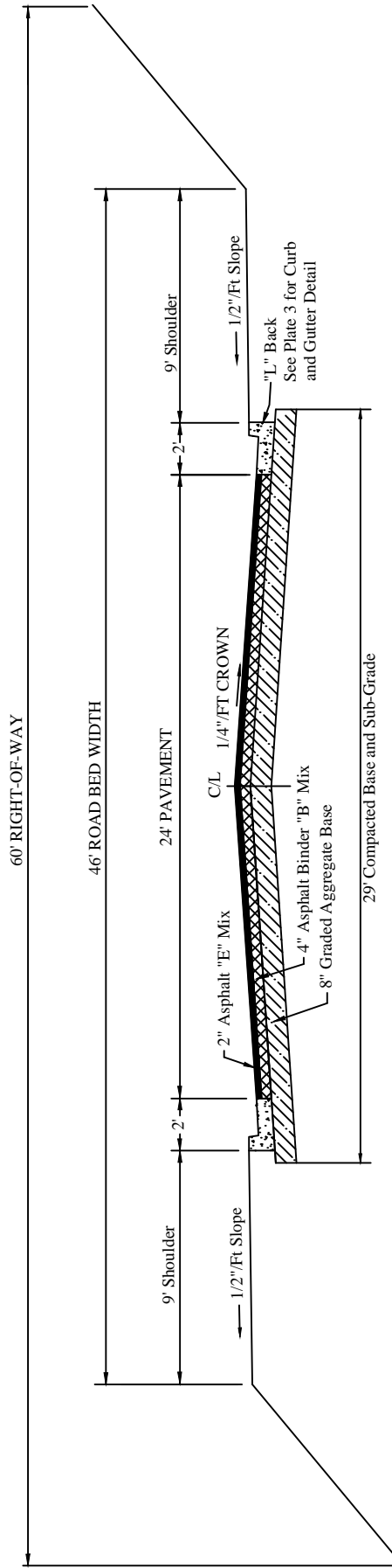
- 9. [5052 Cagle Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Industrial Development \(PID\) & Gateway Corridors Overlay District \(GCOD\) | on a 20.98± acre tract located on the south side of Cagle Road, at its intersection with Lula Road \(GA-52\) | Zoned AR-IV; Tax Parcel 09084 000003 | Proposed Use: Industrial development | ** Commission District 3 | Gregg Poole, 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:** GDOT permit required for access to Lula Road (SR 52) Internal road should be private and not County maintained. No access to Cagle Road is shown on the site plan, however, recommend a condition that access to Cagle Road is prohibited.
- c. **Utilities:** No sanitary sewer lines available.

10. [5079 Old Winder Highway | Rezone | from Residential I \(R-I\) to Planned Residential Development \(PRD\) | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection with Daylily Drive | Zoned R-I; Tax Parcel 15038 000059 | Proposed Use: 105-unit townhome development | ** Commission District 1 | Steven P. Gilliam, 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. Roads should be private
- b. **Traffic:** GDOT approval / permit required for Old Winder Hwy (SR211) Internal roadways shown on site plan will not meet county standards and no variances were requested. If approved as shown, recommend roadways be private and not county maintained. Unit driveways are shown as 22 feet in length to the sidewalk. Parked vehicles may protrude onto the right-of-way. Larger vehicles may protrude over the sidewalk. Recommend a minimum of 22 feet driveways to proposed right-of-way and not to the sidewalk.
- c. **Utilities:** No sanitary sewer adjacent to site

PLATE 2: CONSTRUCTION REQUIREMENT "L" BACK CURB AND GUTTER TYPICAL SECTION FOR COMMERCIAL/INDUSTRIAL CONSTRUCTION



NOTES:

1. Maximum Cut or Fill Slope is 2H:1V
2. Subgrade Compaction Minimum 98%
3. Clearing Required to Top or Toe of Slope
Trees within one foot of fill or less may remain. See Section 16.70.170 for details
4. Prime Between GAB and Asphalt Binder
5. Tack Between Asphalt Binder and "E" Mix

NOT TO SCALE

COMMERCIAL TYPICAL SECTION WITH "L" BACK CURB

REVISED:
JAN - 2019



**HALL COUNTY PUBLIC WORKS & UTILITIES
TRAFFIC ENGINEERING DIVISION**

**STANDARD
TE-5**

Anael Dominguez (CDI: Planning)

From: Cher Melendez (Tax Assessors)
Sent: Wednesday, April 17, 2024 12:38 PM
To: Anael Dominguez (CDI: Planning)
Subject: RE: Tentative Planning Agenda for May 20, 2024

Anael,

My CUVA findings:

(8) **4151 Nopone Road/Rezone** property owner Bob Williams has been given notice of breach
(9) **5052 Cagle Rd/Rezone** property owner has been informed of possible breach and estimate

Blessings,

Cher Melendez

Specialized Assessment Manager
Hall County Tax Assessor Office
770.531.6752 T

cmelendez@hallcounty.org



From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Friday, April 12, 2024 9:30 AM
To: Steve Watson (Real Property) <rswatson@hallcounty.org>
Cc: Cher Melendez (Tax Assessors) <cmelendez@hallcounty.org>
Subject: RE: Tentative Planning Agenda for May 20, 2024

Good morning,
I checked both my agenda mailing lists and she is on there.

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



From: Steve Watson (Real Property) <rswatson@hallcounty.org>
Sent: Thursday, April 11, 2024 1:05 PM
To: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Cc: Cher Melendez (Tax Assessors) <cmelendez@hallcounty.org>
Subject: RE: Tentative Planning Agenda for May 20, 2024

Anael:

Just making sure you have Cher Melendez on your list for this mailing. Thanks. Have a great day.

Respectfully,

Steve Watson,
Director/Chief Appraiser of Hall County Board of Assessors
[Hall County Government](http://HallCountyGovernment.com)
(office) 770-531-6733
(cell) 470-691-6375
rswatson@hallcounty.org



From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, April 11, 2024 12:27 PM
Subject: Tentative Planning Agenda for May 20, 2024

Good afternoon –

Here is the Tentative Agenda and Maps for the **Monday, May 20, 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, April 18th**. Email comments to Beth (bgarmon@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – May 6, 2024

NEW BUSINESS

1. **[3634 Oakland Lane | Variance | 17.240.010. to reduce the rear yard setback | on a 0.30± acre tract located on the west side of Oakland Lane, approximately 340 feet from its intersection with Pleasant Hill Road | Zoned R-I; Tax Parcel 08032 000045 | Proposed Use: Residential addition | * Commission District 4 | Alexandra Parra, applicant](#)**
2. **[3001 Athens Highway | Variance | 17.420.050.F. to allow for an internally illuminated monument sign within GCOD | on an 80.79± acre tract located on the east side of Athens Highway \(GA-11\), at its intersection with Baker Road | Zoned I-I & AR-IV \(GCOD\); Tax Parcel 15023 000040 | Propose Use: Monument sign | * Commission District 3 | Carroll Daniel Construction Co. attn: Robert Tieman, applicant](#)**
3. **[4216 Winder Highway | Variance | 17.420.060. to allow for two wall signs within GCOD | on a 3.93± acre tract located on the west side of Winder Highway \(GA-53\), approximately 490 feet from its intersection with Martin Road | Zoned H-B \(GCOD\); Tax Parcel 15044B000011 | Propose Use: Wall sign | * Commission District 1 | Serena Johnston/The Huxton Group, LLC, applicant](#)**
4. **[4610 & 4616 Winder Highway | Amend Conditions of Zoning | on a combined 31.64± acre tract located on the south side of Winder Highway \(GA-53\); at its intersection with Plantation Drive | Zoned PRD; Tax Parcels 15037A000070 & 15037A000001 | Proposed Use: 88-unit townhome development | ** Commission District 1 | Georgia South Development, LLC, applicant](#)**
5. **[4549 Clarks Bridge Road | Use Subject to County Commission Approval | on a 11.68± acre tract located on the west side of Clarks Bridge Road \(GA-284\), approximately 90 feet from North Browning Bridge Road | Zoned AR-IV; Tax Parcel 12071 000052 | Proposed Use: Equestrian center with variances from the standards | ** Commission District 3 | Marie Allen, applicant](#)**
6. **[4745 Cagle Mill Road, 4673 & 4691 Noah Martin Drive | Rezone | from Agricultural Residential III \(AR-III\) & Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 130.84± acre tract located on the west side of Cagle Mill Road, at its intersection with Noah Martin Drive | Zoned AR-III & AR-IV; Tax Parcels 15007 000254 \(pt.\), 15019 000043 & 15019 000114 | Proposed Use: 349-unit residential development | ** Commission District 3 | Josh Boling, applicant](#)**
7. **[4745 Cagle Mill Road | Rezone | from Agricultural Residential III \(AR-III\) & Agricultural Residential IV \(AR-IV\) to Planned Industrial Development \(PID\) & Gateway Corridors Overlay District \(GCOD\) | on a 10.59± acre tract located on the east side of Cornelia Highway \(GA-365\), approximately 4,970 feet from Cagle Road | Zoned AR-III & AR-IV; Tax Parcel 15007 00254 \(pt.\) | Proposed Use: Industrial development | ** Commission District 3 | Josh Boling, applicant](#)**
8. **[4151 Nopone Road | Rezone | from Agricultural Residential IV \(AR-IV\) & Suburban Shopping \(S-S\) to Planned Industrial Development \(PID\) | on a 14.06± acre tract located on the north side of Nopone Road, approximately 623 feet from its intersection with Cleveland Highway \(GA-11\) | Zoned AR-IV & S-S; Tax Parcel 12026 000004 \(pt.\) | Proposed Use: Self-storage facility | ** Commission District 3 | John Hemphill c/o Cloudwalker Investments, LLC, applicant](#)**
9. **[5052 Cagle Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Industrial Development \(PID\) & Gateway Corridors Overlay District \(GCOD\) | on a 20.98± acre tract located on the south side of Cagle Road, at its intersection with Lula Road \(GA-52\) | Zoned AR-IV; Tax Parcel 09084 000003 | Proposed Use: Industrial development | ** Commission District 3 | Gregg Poole, applicant](#)**
10. **[5079 Old Winder Highway | Rezone | from Residential I \(R-I\) to Planned Residential Development \(PRD\) | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection](#)**

*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, June 27, 2024**, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, June 27, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

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



Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Thursday, April 18, 2024 9:37 AM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning)
Subject: Fire Comment

Monday, May 20, 2024 Hall County Planning Commission Meeting.

[5052 Cagle Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Industrial Development \(PID\) & Gateway Corridors Overlay District \(GCOD\) | on a 20.98± acre tract located on the south side of Cagle Road, at its intersection with Lula Road \(GA-52\) | Zoned AR-IV; Tax Parcel 09084 000003 | Proposed Use: Industrial development | ** Commission District 3 | Gregg Poole, applicant](#)

The Hall County Fire Marshal's Office considers the plan conceptual in nature, and if approved may require modifications during the development review process.

Regards,

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



ZONING NOTICE

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

APPLICANT: **GREGG POOLE**

REQUEST: **REZONE FROM AR-IV TO PID FOR AN INDUSTRIAL DEVELOPMENT**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION		COUNTY COMMISSION
Date: MAY 20, 2024	&	Date: JUNE 27, 2024
Time: 5:15pm		Time: 6:00pm

HALL COUNTY GOVERNMENT CENTER, 2875 BROWN BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



ZONING NOTICE
NOTICE TO ALL PERSONS INTERESTED IN THE PROPOSED REZONING OF THE PROPERTY DESCRIBED IN THIS NOTICE TO ALL PERSONS INTERESTED IN THE PROPOSED REZONING OF THE PROPERTY DESCRIBED IN THIS NOTICE
DISCUSS POLE
REZONE FROM A-1 TO P1D
FOR AN INDUSTRIAL DEVELOPMENT
DATE: JUNE 22, 2024
TIME: 6:00 PM

Print

Planning Commission Comments - June 17, 2024 - Submission #98360

Date Submitted: 6/17/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Vickie

Last Name*

Kanady

Address1*

5315 H Thomas Road

Address2

City*

Gainesville

State*

Ga

Zip*

30506

Zoning Item for Comment*

4745 Cagle Mill Road

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

Question on behalf of the CONCERNED CITIZENS OF HALL COUNTY group:
Gregg, why did you feel you needed to obtain your LLC in LAND DEVELOPMENT in 2023? (As you did)
What? If any? Plans do you have to "develop" this parcel? One would not need an LLC in Land Development to "move ONLY your own business to that parcel of land"
Your attorney had stated this plan has "4 lots for 4 buildings which can be conveyed by deed individually". This (in fact) means "in theory" you could deed these other lots to friends to family to move any type of light industry to that location OTHER than just your "moving your business there". Is that a correct statement?
Thanks for your responding to public concerns.
Vickie Kanady

Please write your comments in the box above.

File Upload

No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

No. Only public comment recorded for the minutes.

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Print

Planning Commission Comments - June 17, 2024 - Submission #98362

Date Submitted: 6/17/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Jill

Last Name*

Chambers

Address1*

5050 Whitehall Rd

Address2

City*

Lula

State*

GA

Zip*

30554

Zoning Item for Comment*

4745 Cagle Mill Road, 4673 & 4691 Noah Martin Drive

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

When did Gregg Poole obtain this land? How is it legal for him to personally benefit from his elected position? I am opposed to this development request as this area simply can NOT handle this much growth at once. Its simply uncontrolled and gotten out of hand! Im concerned about the traffic and the safety of this community. PLEASE consider rejecting this proposal!

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

jillhewell@bellsouth.net

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Print

Planning Commission Comments - June 17, 2024 - Submission #98359

Date Submitted: 6/16/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Jeffery

Last Name*

Dale

Address1*

6324 Highway 52

Address2

City*

Gillsville

State*

GA

Zip*

30543

Zoning Item for Comment*

4745 Cagle Mill Road

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

This is a current Hall County commissioner trying to benefit from his elected position. This should not be allowed while he is currently in office. Also, its too big for the road that it is on. They are already expanding more truck traffic on this road when the inland port is completed. More trucks means major road improvements in the future. That leads to more and more tax dollars to be collected. Stop this now please.

Thank you,
Jeffery Dale

Please write your comments in the box above.

File Upload

No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.



AGENDA ITEM

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

REPORT TO: Work Session (06/24/24)

REPORT TO: Voting Meeting (06/27/24)

ITEM NO: 340/2024

SUBJECT: **4610 & 4616 Winder Highway | Amend Conditions** | of a Planned Residential Development (PRD) on a combined 31.64± acre tract located on the south side of Winder Highway (GA-53); at its intersection with Plantation Drive | Zoned PRD; Tax Parcels 15037A000070 & 15037A000001 | **Proposed Use: 88-unit townhome development** | Commission District 1 | **Georgia South Development, LLC, applicant**

Meetings:

Work Session Date: 06/24/24

Voting Meeting Date: 06/27/24

Executive Summary:

Presenter: BG

Recommendation:

Approval, with conditions:

1. The property shall be developed in accordance with the site plan received on May 20, 2024, and as described in the project narrative received on May 17, 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 80 townhome units.
3. The minimum heated floor area (HFA) of each residential unit shall be 1,800 square feet.
4. All front and side facades of each townhome pod shall be composed of brick, stone, or a combination of the two, excluding gables which shall be composed of a masonry product. Vinyl siding is prohibited. Homes shall be consistent with the submitted renderings. Final review and approval of building elevations is subject to the Assistant Director of Planning and Development, or their designee.
5. All units shall be designed with a two-car garage. Garage doors shall constitute no more than 70 percent of the width of the individual townhouse unit.
6. All residential driveways shall measure no less than 22 feet from the right-of-way to the front of the garage door.
7. The development shall feature internal sidewalks no less than five (5) feet in width constructed on both sides of all internal streets, and shall also connect to the existing sidewalks along Winder Highway.
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. The development shall be limited to a maximum of one (1) townhome building prior to approval and recording of the final plat. Model home permits may be issued prior to Final Plat recording provided that hard surface (crusher run) access is provided and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. No certificate of occupancy permits shall be issued prior to Final Plat recording.
10. There shall be a mandatory Homeowners' Association (HOA).
11. All roadways within the development shall meet all county standards and be developed for public use.
12. All stream buffers must be fully within the Homeowners' Association (HOA) common space and shall not be included on any individual residential building lot.
13. Vehicle parking for guests shall be no less than 25 spaces and mail kiosk parking shall be no less than 17 spaces as shown on the site plan received May 20, 2024. All roadway design and parking configurations shall meet Hall County Traffic standards.
14. The amenity area shall include guest parking, outdoor pavilion, picnic area, playground and open area (natural) with pedestrian bridge, and a mail kiosk. The amenity area shall be completed by 50% of final buildout.
15. 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.
16. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
17. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.
18. The Open Space and lot configuration shall be designed to meet section 17.430.110.E and section 17.430.110.F, including the requirement that "F. The open space shall be directly accessible to the largest practicable number of lots within the subdivision. Non-adjointing lots shall be provided with safe, convenient access to the open space." The designed lot layout shall be approved by the Planning Director prior to submission of the application for a Preliminary Plat/ LDP application.
19. A minimum 50 foot transitional buffer will be required along all property boundaries, as shown on the site plan received on May 20, 2024. A fence shall be installed along the northern boundary from Winder Highway to the 50 foot stream buffer and then south to the 50-foot stream buffer of the opposite stream running along the southern property line. The fence shall be installed at 6 feet tall and shall be installed 8 feet inside of the transitional buffer into the subdivision. The remaining 42 feet shall be landscaped and shall include vegetation of 6 foot at planting. Along Winder Highway, the 6 feet fence shall be installed on the inside of the 10 feet and the landscaping buffer would be on the roadside. Full landscaped with plan submitted to and approved by the Planning and Development Director. The planted buffers shall conform to the requirements as described in section 17.260.020 Vegetation Buffers and Vision Clearance.
20. The proposed stormwater pond shall be on a separate "utility" lot that is not a part of the open space.
21. The proposed sewer lift station shall be on a separate "utility" lot with design, ownership and access to be determined by Hall County Public Works prior to submission of the Preliminary Plat/LDP application.
22. The development shall be designed so that all state waters and required buffers (50' and 75') do not encroach on any individual townhome lot.
23. Townhome facades shall have a minimum 2-foot offset no less than every 2 units to add to the visual interest of the development.
24. All designated open space within the development shall be commonly held, and not held by any individual homeowner(s).
25. There shall be a 50 foot buffer along the access easement which exists on the subject property from Winder Highway to tax parcel 15037A000002.

Purpose of Request:

History:

4610 & 4616 Winder Highway | Amend Conditions | of a Planned Residential Development (PRD) on a combined 31.64± acre tract located on the south side of Winder Highway (GA-53); at its intersection with Plantation Drive | Zoned PRD; Tax Parcels 15037A000070 & 15037A000001 | **Proposed Use: 88-unit townhome development** | Commission District 1 | **Georgia South Development, LLC, applicant**

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
AD	BG	WLI	CR
Clerk			
JR			

Attachments:

- Board Memo
- Recommendation Report
- Application
- Updated Narrative
- Original Narrative
- 5-20-2024 Updated Site Plan
- 5-15-2024 Updated Site Plan
- Original Site Plan
- Maps
- Updated Renderings
- Original Rendering
- Deeds
- Legal Description
- Utility Availability Letters
- 8-11-2024 BOC Approval Letter
- Environmental Health Comments
- GDOT Comments
- Public Works Comments
- Fire Comments
- Public Comment
- Notice Sign Photos
- Public Comment - Opposition - from Ryan Smith



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: June 10, 2024

Subject: **4610 & 4616 Winder Highway | Amend Conditions of Zoning | on a combined 31.64± acre tract Proposed Use: 88-unit townhome development | Georgia South Development, LLC, applicant**

The request before you is the request of Georgia South Development, LLC to amend conditions of zoning to allow an 88-unit townhome development. This item is located within Commission District 1.

At their May 20, 2024 meeting, the Hall County Planning Commission voted to recommend approval with twenty five (25) conditions **(3-2, Varner & Pilcher opposed)**.

Staff recommendation: **Denial**, as the proposal is inconsistent with the "Residential" future land use classification in the Comprehensive Plan.

There was **one (1) comment submitted** in advance of the Planning Commission meeting and **five people (5) spoke in opposition during the public hearing**.

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan received on May 20, 2024, and as described in the project narrative received on May 17, 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 80 townhome units.
3. The minimum heated floor area (HFA) of each residential unit shall be 1,800 square feet.
4. All front and side facades of each townhome pod shall be composed of brick, stone, or a combination of the two, excluding gables which shall be composed of a masonry product. Vinyl siding is prohibited. Homes shall be consistent with the submitted renderings. Final review and

approval of building elevations is subject to the Assistant Director of Planning and Development, or their designee.

5. All units shall be designed with a two-car garage. Garage doors shall constitute no more than 70 percent of the width of the individual townhouse unit.
6. All residential driveways shall measure no less than 22 feet from the right-of-way to the front of the garage door.
7. The development shall feature internal sidewalks no less than five (5) feet in width constructed on both sides of all internal streets, and shall also connect to the existing sidewalks along Winder Highway.
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. The development shall be limited to a maximum of one (1) townhome building prior to approval and recording of the final plat. Model home permits may be issued prior to Final Plat recording provided that hard surface (crusher run) access is provided and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. No certificate of occupancy permits shall be issued prior to Final Plat recording.
10. There shall be a mandatory Homeowners' Association (HOA).
11. All roadways within the development shall meet all county standards and be developed for public use.
12. All stream buffers must be fully within the Homeowners' Association (HOA) common space and shall not be included on any individual residential building lot.
13. Vehicle parking for guests shall be no less than the 25 spaces and mail kiosk parking shall be no less than 17 spaces as shown on the site plan received May 20, 2024. All roadway design and parking configurations shall meet Hall County Traffic standards.
14. The amenity area shall include guest parking, outdoor pavilion, picnic area, playground and open area (natural) with pedestrian bridge, and a mail kiosk. The amenity area shall be completed by 50% of final buildout.
15. 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.
16. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners,

occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices.”

17. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision
18. The Open Space and lot configuration shall be designed to meet §17.430.110.E and §17.430.110.F, including the requirement that "F. The open space shall be directly accessible to the largest practicable number of lots within the subdivision. Non-adjoining lots shall be provided with safe, convenient access to the open space." The designed lot layout shall be approved by the Planning Director prior to submission of the application for a Preliminary Plat/ LDP application
19. A minimum 50 foot transitional buffer will be required along all property boundaries, as shown on the site plan received on May 20, 2024. A fence shall be installed along the northern boundary from Winder Highway to the 50 foot stream buffer and then south to the 50-foot stream buffer of the opposite stream running along the southern property line. The fence shall be installed at 6 feet tall and shall be installed 8 feet inside of the transitional buffer into the subdivision. The remaining 42 feet shall be landscaped and shall include vegetation of 6 foot at planting. Along Winder Highway, the 6 feet fence shall be installed on the inside of the 10 feet and the landscaping buffer would be on the roadside. Full landscaped with plan submitted to and approved by the Planning and Development Director. The planted buffers shall conform to the requirements as described in section 17.260.020 Vegetation Buffers and Vision Clearance.
20. The proposed Stormwater BMP (pond) shall be on a separate "utility" lot that is not a part of the open space.
21. The proposed sewer lift station shall be on a separate "utility" lot with design, ownership and access to be determined by Hall County Public Works prior to submission of the Preliminary Plat/LDP application.
22. The development shall be designed so that all state waters and required buffers (50' and 75') do not encroach on any individual townhome lot.
23. Townhome facades shall have a minimum 2-foot offset no less than every 2 units to add to the visual interest of the development.
24. All designated open space within the development shall be commonly held, and not held by any individual homeowner(s).
25. There shall be a 50 foot buffer along the access easement which exists on the subject property from Winder Highway to tax parcel 15037A000002_.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Georgia South Development, LLC

Request Use Subject to County Commission Approval |
Amend Conditions of Planned Residential
Development (PRD, 17.180.060)

Proposed Use 88-unit townhome development

Size 31.64± acres

Zoning Planned Residential Development (PRD,
17.180.060)

Location **4610 & 4616 Winder Highway** | Tax Parcels
15037A000070 & 15037A000001

Commission District One

Planning Commission Date May 20, 2024

Staff Recommendation **Denial**, as the proposal is inconsistent with the
“Residential” future land use classification in
the Comprehensive Plan.

Record Number.....HZON24-0002

Planning Commission Recommendation.....**Approval, with conditions**
Vote: 3-2 (Varner & Pilcher opposed)

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan received on May 20, 2024, and as described in the project narrative received on May 17, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
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19. A minimum 50 foot transitional buffer will be required along all property boundaries, as shown on the site plan received on May 20, 2024. A fence shall be installed along the northern boundary from Winder Highway to the 50 foot stream buffer and then south to the 50-foot stream buffer of the opposite stream running along the southern property line. The fence shall be installed at 6 feet tall and shall be installed 8 feet inside of the transitional buffer into the subdivision. The remaining 42 feet shall be landscaped and shall include vegetation of 6 foot at planting. Along Winder Highway, the 6 feet fence shall be installed on the inside of the 10 feet and the landscaping buffer would be on the roadside. Full landscaped with plan submitted to and approved by the Planning and Development Director. The planted buffers shall conform to the requirements as described in section 17.260.020 Vegetation Buffers and Vision Clearance.
20. The proposed Stormwater BMP (pond) shall be on a separate "utility" lot that is not a part of the open space.
21. The proposed sewer lift station shall be on a separate "utility" lot with design, ownership and access to be determined by Hall County Public Works prior to submission of the Preliminary Plat/LDP application.
22. The development shall be designed so that all state waters and required buffers (50' and 75') do not encroach on any individual townhome lot.
23. Townhome facades shall have a minimum 2-foot offset no less than every 2 units to add to the visual interest of the development.
24. All designated open space within the development shall be commonly held, and not held by any individual homeowner(s).
25. There shall be a 50 foot buffer along the access easement which exists on the subject property from Winder Highway to tax parcel 15037A000002_.

Excerpts from the minutes of the May 20, 2024 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Steven Gilliam, 340 Jesse Jewell Parkway, Gainesville, presented the request. The applicant stated the property was previously approved for a 53 single-family home development; however, after attempting to begin development, they realized it was not viable due to the 50-foot buffer being encompassed within several lots and a required deceleration lane required by Georgia DOT. The applicant stated the

new development would feature townhome units that are 24 feet wide with an amenity area maintained by a Homeowners Association (HOA) as well as 67% open space. The applicant presented comparable developments recently approved by the Board of Commissioners. The applicant stated that the townhome model is more affordable for future homeowners. The applicant presented the updated site plan with additional guest parking in the cul-de-sacs. The applicant went over the requested specific design elements associated with the development such as a variance request to allow for a garage width of no more than 70% of the façade, incorporation of a 50-foot transitional buffer maintained by the HOA, and 17 guest parking spaces throughout the development.

Cameron Henderson, 554 West Main Street, Buford, further presented the request.

Public Forum:

Russell Dye, 3138 Marthasville Court, Gainesville, spoke in opposition. Concerns were PRD zoning and townhome plan.

Terrell Strickland, 4606 Winder Highway, Flowery Branch, spoke in opposition. Concerns were the townhome product and increased traffic. Mr. Strickland requested that the Planning Commission require a 50 foot buffer with a 6 foot wooden fence, remove the deceleration lane on Winder Highway and the buffer from the driveway where he has an easement, require the buffer and wooden fence to be installed 30 days after grading first commences on the property, and to condition the maintenance of buffer and fencing.

Ryan Smith, 3926 Ellison Farm Road, Gainesville, spoke in opposition. Concerns were increased traffic, high density, overcrowding schools, square footage of units not complying with the adopted comprehensive plan, and requesting that the recommended conditions match the original zoning request.

Jerry Hagan, 4951 Harvest Court, Flowery Branch, spoke in opposition. Concerns were high density, lack of amenities, and increased traffic.

Craig Henderson, 4615 Plantation Drive, Flowery Branch, spoke in opposition. Concerns were that the lack of a pool in the proposed development would increase usage of the pool in the neighboring development, and high density.

Planning Commission Comments:

Mr. Sosebee questioned why there was no pool included in the amenities. Mr. Henderson stated it was difficult to maintain a pool for the size of the development so instead they are providing grilling areas, playgrounds and cabanas. Ms. Pilcher questioned the square footage of the homes. Mr. Henderson stated they would be about 1,800 heated square feet. Ms. Pilcher questioned the price of the units. Mr. Henderson stated they would be about \$400,000. Mr. Hunt questioned if the homes would have a brick façade. Mr. Henderson stated that they are prepared to do 70% brick façade and would prefer that the balance be board and batten. Mr. Henderson stated that there will be a 50 foot replanted buffer along Mr. Strickland's property. Mr. Henderson stated that they are aware of the driveway easement and they will keep it in mind when coordinating with GDOT. Mr. Hunt suggested that the corner of the buffer next to Mr. Strickland's easement be curved instead of having a 90 degree angle to avoid the buffer being within this easement. Mr. Henderson agreed. Ms. Pilcher stated that the development is fairly close to

the schools and can cause an issue with car-rider lines. Mr. Sosebee questioned if there was any flexibility on density. Mr. Henderson stated the quality of the homes calls for the amount of units. Mr. Varner stated that he does not see the infrastructure to support the development, especially traffic. Mr. Braswell questioned the number of bedrooms. Mr. Henderson stated they would be 3 bedroom and 2 baths per unit. Mr. Braswell questioned if the applicant would agree on 2.5 units per acre. Mr. Henderson stated it would be on the lower end of previously approved densities.

***Motion: A motion to approve, with conditions was made by Mr. Sosebee and seconded by Mr. Hunt.
Vote: 3-2 (Varner & Pilcher opposed)***

Conditions:

1. The property shall be developed in accordance with the site plan received on May 20, 2024, and as described in the project narrative received on May 17, 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 80 townhome units.
3. The minimum heated floor area (HFA) of each residential unit shall be 1,800 square feet.
4. All front and side facades of each townhome pod shall be composed of brick, stone, or a combination of the two, excluding gables which shall be composed of a masonry product. Vinyl siding is prohibited. Homes shall be consistent with the submitted renderings. Final review and approval of building elevations is subject to the Assistant Director of Planning and Development, or their designee.
5. All units shall be designed with a two-car garage. Garage doors shall constitute no more than 70 percent of the width of the individual townhouse unit.
6. All residential driveways shall measure no less than 22 feet from the right-of-way to the front of the garage door.
7. The development shall feature internal sidewalks no less than five (5) feet in width constructed on both sides of all internal streets, and shall also connect to the existing sidewalks along Winder Highway.
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. The development shall be limited to a maximum of one (1) townhome building prior to approval and recording of the final plat. Model home permits may be issued prior to Final Plat recording provided that hard surface (crusher run) access is provided and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. No certificate of occupancy permits shall be issued prior to Final Plat recording.
10. There shall be a mandatory Homeowners' Association (HOA).
11. All roadways within the development shall meet all county standards and be developed for public use.
12. All stream buffers must be fully within the Homeowners' Association (HOA) common space and shall not be included on any individual residential building lot.
13. Vehicle parking for guests shall be no less than the 25 spaces and mail kiosk parking shall be no less than 17 spaces as shown on the site plan received May 20, 2024. All roadway design and parking configurations shall meet Hall County Traffic standards.
14. The amenity area shall include guest parking, outdoor pavilion, picnic area, playground and open area (natural) with pedestrian bridge, and a mail kiosk. The amenity area shall be completed by 50% of final buildout.

15. 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.
16. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
17. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision
18. The Open Space and lot configuration shall be designed to meet §17.430.110.E and §17.430.110.F, including the requirement that "F. The open space shall be directly accessible to the largest practicable number of lots within the subdivision. Non-adjoining lots shall be provided with safe, convenient access to the open space." The designed lot layout shall be approved by the Planning Director prior to submission of the application for a Preliminary Plat/LDP application
19. A minimum 50 foot transitional buffer will be required along all property boundaries, as shown on the site plan received on May 20, 2024. A fence shall be installed along the northern boundary from Winder Highway to the 50 foot stream buffer and then south to the 50-foot stream buffer of the opposite stream running along the southern property line. The fence shall be installed at 6 feet tall and shall be installed 8 feet inside of the transitional buffer into the subdivision. The remaining 42 feet shall be landscaped and shall include vegetation of 6 foot at planting. Along Winder Highway, the 6 feet fence shall be installed on the inside of the 10 feet and the landscaping buffer would be on the roadside. Full landscaped with plan submitted to and approved by the Planning and Development Director. The planted buffers shall conform to the requirements as described in section 17.260.020 Vegetation Buffers and Vision Clearance.
20. The proposed Stormwater BMP (pond) shall be on a separate "utility" lot that is not a part of the open space.
21. The proposed sewer lift station shall be on a separate "utility" lot with design, ownership and access to be determined by Hall County Public Works prior to submission of the Preliminary Plat/LDP application.
22. The development shall be designed so that all state waters and required buffers (50' and 75') do not encroach on any individual townhome lot.
23. Townhome facades shall have a minimum 2-foot offset no less than every 2 units to add to the visual interest of the development.
24. All designated open space within the development shall be commonly held, and not held by any individual homeowner(s).
25. There shall be a 50 foot buffer along the access easement which exists on the subject property from Winder Highway to tax parcel 15037A000002_.

Staff Recommended Conditions:

1. The property shall be developed in accordance with the site plan dated February 21, 2024, and as described in the project narrative submitted on March 25, 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 88 townhome units.
3. The minimum heated floor area (HFA) of each residential unit shall be 1,800 square feet.
4. Building elevations shall be composed of a mixture of masonry and fiber cement on the front of the homes. The balance of the home may be the same material or of shake siding material. Vinyl siding is prohibited. Homes shall be consistent with the submitted renderings. Final review and approval of building elevations is subject to the Assistant Director of Planning and Development, or their designee.
5. All units shall be designed with a two-car garage. Garage doors shall constitute no more than 70 percent of the width of the individual townhouse unit.
6. All residential driveways shall measure no less than 22 feet from the right-of-way to the front of the garage door.
7. The development shall feature internal sidewalks no less than five (5) feet in width constructed on both sides of all internal streets, and shall also connect to the existing sidewalks along Winder Highway.
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. The development shall be limited to a maximum of two (2) model homes prior to approval and recording of the final plat. Model home permits may be issued prior to Final Plat recording provided that hard surface (crusher run) access is provided and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. No certificate of occupancy permits shall be issued prior to Final Plat recording.
10. There shall be a mandatory Homeowners' Association (HOA).
11. All roadways within the development shall be designated as private and shall be privately maintained by a Homeowners' Association (HOA). All roads shall be designed and constructed to Hall County standards.
12. All stream buffers must be fully within the Homeowners' Association (HOA) common space and shall not be included on any individual residential building lot.
13. Vehicle parking for guests 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.
14. The amenity area shall include parking, a swimming pool, restrooms, and a mail kiosk. The amenity area shall be completed by 50% of final buildout.

15. 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.
16. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
17. "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
18. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.

The following should be considered as exceptions to the Official Code of Hall County, and shall warrant further determination by the Board, should it choose to approve the submitted narrative and site plan:

- 17.180.060.B.4. Setbacks.
 - The development controls for the development shall be detailed (lot coverage, setbacks, building heights, lot area, etc.). The proposed location of all multi-family residences or zero lot line attached single-family residences shall be indicated. If standards are not specifically proposed then the applicable standards in the residential multi-family (R-MF) district shall apply.
 - 17.240.010. minimum setbacks for residential multi-family (R-MF); front yard, 65 feet from centerline of road or 40 feet from property line whichever is greater; side yard, 10 feet; and rear yard, 20 feet
 - The submitted narrative indicates the front setback to be 15 feet and 10 feet from the right-of-way on corner streets, side setback to be 0 feet, rear setback to be 15 feet, and the side separation to be 20 feet between buildings.
- 17.180.060.B.9.c. Townhouse garages.
 - Front-loaded. Garage doors shall constitute no more than 50 percent of the width of the individual townhouse unit. A minimum of 20 feet is required between the garage and the back of sidewalk.
 - The submitted narrative indicates that some garages will measure 70 percent of the width of each individual townhouse unit.

Summary Analysis

The applicant is requesting to amend conditions of a Planned Residential Development (PRD, 17.180.060). The subject property was originally rezoned from Agricultural Residential-III (AR-III, 17.110) and Residential-I (R-I, 17.60) to Planned Residential Development (PRD, 17.180.060) on August 11, 2022, for a 52-lot detached single-family development subject to 14 conditions, with an overall density of 1.64 dwelling units per acre. The current applicant for the zoning request is not the same as the previous applicant.

Per the submitted site plan and narrative, the applicant is requesting to amend conditions to allow for the development of an 88-unit fee simple townhome development with a density of 2.77 units per acre, ranging from 3-8 units per building. The narrative states that the attached dwelling units will have a combination of masonry and fiber cement siding materials for the front façade and masonry, fiber cement or shake siding for the side & rear façade. Furthermore, the narrative states that each townhome unit will have a two-car garage with a width not to exceed 70% of each individual unit’s front facade width.

The submitted site plan shows one access point to serve the development connecting to Winder Highway. The development proposes a 50 foot transitional buffer along the perimeter of the property, 5 foot wide sidewalks on both sides of internal roads, an amenity package to include an outdoor pavilion, picnic area, and playground, open area with pedestrian bridge, and a cluster mailbox unit (CBU) with 13 parking spaces.

Per the submitted narrative, the applicant is requesting an entry monument sign with a sign size of approximately 42 square feet, internal directional signs, and a temporary marketing and sales sign not exceeding 32 square feet. The applicant is also requesting two model home permits and the ability to install a sales and construction trailers with associated parking spaces.

The proposed development standards for the project are described in the table below and are compared with the current Planned Residential Development requirements, (PRD, 17.180.060):

Standard	PRD Requirement (17.180.060)	Proposed Development
Site Area	5 acre minimum	31.64± acres
Number of Units	–	88 attached townhome units
Density	2 units per acre maximum	2.77 units per acre*
Min. Lot Area (Townhomes)	740,000 sq. ft.	1,377,367.2 sq. ft.
Max. Building Height	–	Two stories, 35 feet
Min. Open Space	30%	30%
Exterior Buffer	50 feet	50 feet
Front Setback (Internal)	25 feet	15 feet, 10 feet on corner street*
Side Setback	5 feet	20 feet between buildings
Rear Setback (Internal)	20 feet	15 feet*

Parking	2 spaces for each unit (17.250.020)	2 spaces per unit
Min. Heated Floor Space	–	1,800 sq. ft.
Garage – % of front façade	50% of the width of the townhome unit	70% of the width of the townhome unit, garage will be flush with front wall plane*
Minimum Sidewalk Width	5 feet	5 feet
Cluster Mailbox Unit (CBU)	CBU with 5 short-term parking spaces	CBU with 13 short-term parking spaces
Note: Items marked with an asterisk (*) do not conform to PRD code (17.180.060).		

Per the submitted narrative, water services will be provided by City of Gainesville Department of Water Resources, and sanitary sewer services will be provided by Hall County Sewer. The availability of the water service was confirmed in a letter dated March 6, 2024. The availability of the sanitary sewer services was confirmed in a letter dated March 13, 2024. The letter also mentions the connection to the sewer tie-in is required to be performed by the developer at their cost. Hall County Public Works Department has provided comments stating that a stormwater management report may be required. They also recommended internal roadways be private and maintained by a Homeowners’ Association or property management company.

Based on the future land-use plan, staff finds the requested zoning designation is not consistent with the Hall County Comprehensive Plan future land use designation of “Residential” The intent of this land use category is to preserve established neighborhoods and create new residential development consistent with surrounding suburban densities. This land use designation envisions moderate density at 2 dwelling units per acre. The development has a proposed density of 2.77 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, development and zoning of adjacent and nearby property; **The zoning proposal appears to be unsuitable given the context of the surrounding area; which consists primarily of low to medium density single-family detached residential units.**
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 a reasonable economic use as currently zoned; **Yes, the property has reasonable economic use as currently zoned Planned Residential Development (PRD, 17.180.060).**
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; **It is not anticipated that the proposed zoning use will result in an excessive or burdensome use of existing infrastructure. The proposal has received availability letters for both water and sewer to service this development.**
5. Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is not consistent with the Comprehensive Plan and the "Residential" land use designation. This land use designation envisions a maximum density of 2 dwelling unit per acre. The proposed development has an overall density of 2.77± units per acre units.**
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; **Per tax records, tax parcel 15037A 000070 is currently developed with a barn constructed in 1940 and tax parcel 15037A 000001 is currently developed with three single-family detached dwellings constructed in 1940 and 1950.**
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 current request is to amend conditions of an existing PRD. Per the Official Code of Hall County, the Planned Development District (17.180) is to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment.**

12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The proposed density is higher than that found on immediately surrounding properties. 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. Within the immediate neighborhood, the proposal represents a shift away from historically low-density residential development.**
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 higher density, attached 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 without a rezoning request.**
15. Whether the need for rezoning could be handled instead by a variance request to the zoning board of adjustment; **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 are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

A Planned Residential Development (PRD, 17.180.080) allows for more flexibility in the design and development of the property. This provides for a mixture of housing types and encourages maximum use of natural features through proper site planning measures. The development should conform to the existing character and development pattern of the surrounding area.

17.350.040. - Submission requirements for a conditional use request

An application shall be submitted to the planning department at least 30 working days prior to the date of the planning commission meeting at which the application is to be considered. The completed application shall be accompanied by payment of such fee prescribed in chapter 17.30 hereof to cover administrative and advertising costs. The following items of information shall be supplied by the applicant as set forth in chapter 17.350. **The applicant submitted to the planning department more than 30 days prior to the meeting date and has paid the application fee.**

17.380.050. - Submission requirements

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the

property attached thereto, together with payment of such fees set forth in chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**

- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **Proposal does provide a narrative outlining amendment of conditions request; however, the applicant has not prepared a response to each of the criteria listed in 17.380.060.C.**
 2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **The 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 is exempt from this requirement.**

Development Support and Constraints

Hall County Environmental Health

In an email dated April 17, 2024, Emily McGahee stated “No comment, public sewer.”

Hall County Fire Marshal

In an email dated April 17, 2024, John Tucker with Fire Services stated the following:

“The Hall County Fire Marshal’s Office considers the plan conceptual in nature, and if approved may require modifications during the development review process.”

Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated April 18, 2024, Bill Nash, Director, stated the following:

Engineering:

- This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- Show FEMA and Hall County studied Flood plains that are present on site
- Roads should be private

Traffic:

- GDOT access permit required.
- Recommend internal roadways be private and maintained by an HOA or property management company.
- Unit driveways are shown as 22 feet in length to the sidewalk – parked vehicles may protrude onto the right-of-way. Larger vehicles may protrude over the sidewalk. Recommend a minimum of 22 feet driveways to the proposed right-of-way and not to the sidewalk.

Utilities:

Sanitary sewer located adjacent to site.

Georgia Department of Transportation

In an email dated April 18, 2024, Veronica Chavers, D1TO Civil Engineer 3, stated that GDOT coordination will be required for driveway access to SR 53/Winder Hwy.

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




CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)	Property Owner (Name & Mailing Address)
<u>Georgia South Development, LLC</u>	<u>Georgia South Development, LLC</u>
<u>390 Brogdon Road</u>	<u>390 Brogdon Road</u>
<u>Suwanee, GA 30024</u>	<u>Suwanee, GA 30024</u>
Phone <u>678-978-6782</u>	Phone <u>678-978-6782</u>
Email Address <u>cameron@atlaslanddev.com</u>	Email Address <u>cameron@atlaslanddev.com</u>
Proposed Use <u>PRD - Single Family Townhomes</u>	

Contact Person (Name & Mailing Address)	Status of Applicant	Requested Action
<u>Steven P. Gilliam, Attorney</u>	<input checked="" type="checkbox"/> Owner	Permissive Use:
<u>P.O. Box 1098</u>	<input type="checkbox"/> Option to Purchase	<input type="checkbox"/> HCPC <input checked="" type="checkbox"/> HCC
<u>Gainesville, GA 30503</u>	<input type="checkbox"/> Area Resident	Fee: \$ <u>1,500.00</u>
Phone <u>770-536-3381</u>	<input type="checkbox"/> Other	Receipt #: _____
Email Address <u>sgilliam@sgwmfirm.com</u>	Zoning: <u>PRD</u>	Check #: _____
Tax Parcel Number <u>15037A000001 & 15037A000070</u>	Acreage <u>31.64</u>	
Location Address <u>4616 Winder Hwy & 4610 Winder Hwy, Flowery Branch, GA 30542</u>		

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

Sign  Date: _____

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

Application Withdrawal: I hereby withdraw the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____
 Tentative Planning Commission Date: _____ Tentative County Commission Date: _____
 County Commission District: _____

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AUTHORIZATION OF PROPERTY OWNERS

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

Name of owner(s) Georgia South Development, LLC, Cameron Henderson

Address 390 Brogdon Road
Suwanee, GA 30024

Phone Number 678-978-6782

Name of applicant(s) Georgia South Development, LLC, Cameron Henderson

Address 390 Brogdon Road
Suwanee, GA 30024

Phone Number 678-978-6782

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
Cameron Henderson

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

Notary Public

3/5/2024
Date



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



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

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

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

I have** _____ I have not _____

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

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

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: _____

Date: 3/5/2004

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

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
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I hereby certify that I have read the above and that:

I have** _____ I have not X

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

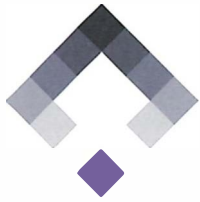
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Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: [Signature] Date: 3/05/24

Applicant's/Owner's Name (Printed): Georgia South Development, LLC, Cameron Henderson



SMITH GILLIAM WILLIAMS & MILES

Project Narrative for

4610 & 4616 Winder Highway – 31.64 acres

(Revised May 17, 2024)

Website: sgwmfirm.com

Phone: 770.536.3381

Fax: 770.531.1481

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

RECEIVED

MAY 17 2024

Planning & Zoning Department

LOCATION – 4610 AND 4616 Winder Highway (Hwy 53)

Flowery Branch, GA 30542

ACERAGE – 31.64 +/- acres

APPLICANT – Georgia South Development, LLC

ZONING – PRD, 88 Single Family Townhomes

Summary

The accompanying application seeks a change of conditions through on the existing PRD zoned parcels 15037A000001 and 15037A000070, on 31.64 acres located on Winder Highway in Flowery Branch, Hall County, Georgia. The intent is to develop 88 Fee Simple Townhouse 24' wide units of quality, traditional housing with an amenity area and 67% open space. Both Parcel 15037A000001 and 15037A000070 were rezoned from AR-III to PRD in August of 2022. The proposed change in conditions will allow a fee simple product to be supplied to the area that is consistent with the Hall County Comprehensive Plan for residential use and appropriate for Hall County's Planned Residential Development (PRD) District for this location.

Site Description

The overall tract has approximately 1,316.75 ft of frontage along Georgia State Route 53 (Winder Highway). The overall tract is mostly triangular in shape and is approximately 1,962.66 ft deep. Domestic water is provided by the City of Gainesville. Hall County will serve the site for sewer services. All other dry utilities are located along the frontage of State Route 53 (Winder Highway). There are no known impediments to its successful development for the purposes intended. All roads shall be designed and constructed to Hall County standards and dedicated to Hall County. Thereafter, all roadways within this development shall be designated as public and shall be maintained by Hall County.

Adjacencies

The property is already zoned PRD and abuts I-I and AR-III to the North, H-B and PCFD to the South, and State Route 53 is located to the Northeast.

Street Address:

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

In Your Community. In Your Corner.

Project Dimensional Standards

Parcel Size	31.64 (includes both parcels)
Proposed Number of Lots	88
Proposed Density	2.79 units per acre
Proposed Open Space	67%
Streets	Public
Water and Sewer Provider	Gainesville City Water and Hall County Sewer
Sidewalks-Both side of Road-Internal Sidewalks Only	5 ft
Amenities	Outdoor pavilion, picnic area, playground, mail kiosk, and open area with pedestrian bridge
Minimum Lot Depth	100 ft
Minimum Lot Area	2,400 sq ft
Maximum Height	35 ft
Front Setback from R/W	15 ft, 10' on corner street
Minimum Driveway length from back of sidewalk	22 ft
Internal Rear Setback	15 ft
Internal Side Setback	0 ft
Perimeter Front Setback	50 ft – transitional
Perimeter Rear Setback	50 ft – transitional
Perimeter Side Setback	50 ft – transitional
Side Separation – Foundation to Foundation	20 ft between buildings
Garage - % of front façade	70%, garage will be flush with front wall plane of unit
Minimum Heated Floor Area	1,800 sq ft
CBU Kiosk	13 parking spaces
Minimum Lot Size	2,400 sq ft
Unit Size	24 ft x 50 ft

Architectural Materials & Site Improvements

The builder intends to build:

- Single Family Fee Simple attached dwellings with two-car garages (garage width not to exceed 70% of front building width)
- Front facades with a combination of masonry and fiber cement siding materials
- Side & Rear facades with masonry, fiber cement siding, or shake siding.
- Sodded yards (4 sides)
- Speed tables in coordination with Hall County Engineering

Amenities

- Outdoor Pavilion
- Picnic Area
- Playground
- Mail Kiosk (CBU)
- Open area (natural) with a pedestrian bridge leading to it
- Guest Parking Spaces
 - The 24' townhome product has a 2-car garage and the same driveway as a single-family zoned home.

Internal Signage

The Developer and/or Builder shall be allowed to post permanent directional signs and monuments within the Community to direct traffic to sales and recreation centers and to identify differing residential areas. All permanent internal signage must be outside of any Right of Way or Utility Easement with a Landscape and Signage easement recorded on the Final Plat. Temporary Sales and Marketing signs not exceeding 32 square feet per sign face and 8 feet in height may be used along the property frontage of Spout Springs Road.

Model Home Permits

The development shall be limited to a maximum of one (1) building prior to approval and recording of the final plat. Model home permits may be issued prior to Final Plat recording provided that hard surface (crusher run) access is provided, and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. No certificate of occupancy permit shall be issued prior to Final Plat recording.

Sales and Construction Trailers

Applicant is requesting the ability to install one sales trailer and one construction trailer with associated parking areas in locations to be determined at the time of final plat approval.

Entry Monument Signage

Applicant is requesting permission for an entry monument type of sign with a natural stone base with a sign size (monument base and signage) totaling approximately 42 SF. The entrance may include the following structural items:

- Masonry walls
- Wood or PVC fencing
- Illuminated Signage in accordance with the Hall County Sign Ordinance

- Ornamental Sculpture
- Landscaping and Irrigation

Conceptual Master Plan

The development of the community shall be controlled by the Conceptual Master Plan (the "Plan") attached as exhibit "A". The plan is considered conceptual in nature, and as such may require minor modifications during the engineering and development process. Modifications to the locations and arrangement of lots, roads, amenities, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer so long as such modifications do not change the land use, increase the overall density of the project or reduce any established exterior buffers or setbacks.

REQUIRED CONSTITUTIONAL AND ANTE LITEM NOTICE

Georgia law and the procedures of Hall County requires the Applicant to raise Federal and State constitutional objections during the PRD master plan application process. While the Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, the following constitutional objections are stated:

The portions of the Hall County Development Code, facially and as applied to the Property, which restrict the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than that proposed by the Applicant are unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Hall County Development Code, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than in accordance with the application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by

the Hall County Board of Commissioners to approve the zoning conditions as requested would constitute a taking of the Applicant's property.

A denial of this Application would constitute an arbitrary and capricious act by the Hall County Board of Commissioners without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. A refusal to grant the PRD zoning request would lack objective justification and would result only from neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia Constitution, Article IX, Section II, Paragraph 4.

A refusal by the Hall County Board of Commissioners to approve this Application for the Property in accordance with the criteria as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth 8 hereinabove.

Conclusion

For the foregoing reasons, the Applicant respectfully requests that this requested modification of an existing PRD zoning be granted as requested by the Applicant. If there are any questions about this request, you may contact:

Cameron Henderson
Georgia South Development, LLC
390 Brogdon Road
Suwanee, GA 30024
678-978-6782
cameron@atlaslanddev.com

Steve Gilliam
Smith, Gilliam, Williams and Miles
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501
770-536-3381
sgilliam@sgwmfirm.com

Project Narrative for
4610 & 4616 Winder Highway – 31.64 acres

LOCATION – 4610 AND 4616 Winder

Flowery Branch, GA 30542

ACERAGE – 31.64 +/- acres

APPLICANT – Georgia South Development, LLC

ZONING – PRD, 88 Single Family Townhomes

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Project Dimensional Standards

Parcel Size	31.64 (includes both parcels)
Proposed Number of Lots	88
Proposed Density	2.77 units per acre

Proposed Open Space	30% minimum
Streets	Public
Water and Sewer Provider	Gainesville City Water and Hall County Sewer
Sidewalks-Both side of Road-Internal Sidewalks Only	5 ft
Amenities	Outdoor pavilion, picnic area, playground, mail kiosk, and open area with pedestrian bridge
Minimum Lot Depth	
Minimum Lot Area	
Maximum Height	35 ft
Front Setback from R/W	15 ft, 10' on corner street
Minimum Driveway length from back of sidewalk	22 ft
Internal Rear Setback	15 ft
Internal Side Setback	0 ft
Perimeter Front Setback	50 ft – transitional
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- Outdoor Pavilion
- Picnic Area
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Applicant requests that up to two (2) buildings of model home permits be issued prior to Final Plat recording provided that hard surface (crusher run) access is provided, and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. However, no certificate of occupancy permits (CO) will be issued prior to final plat recording.

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Steve Gilliam

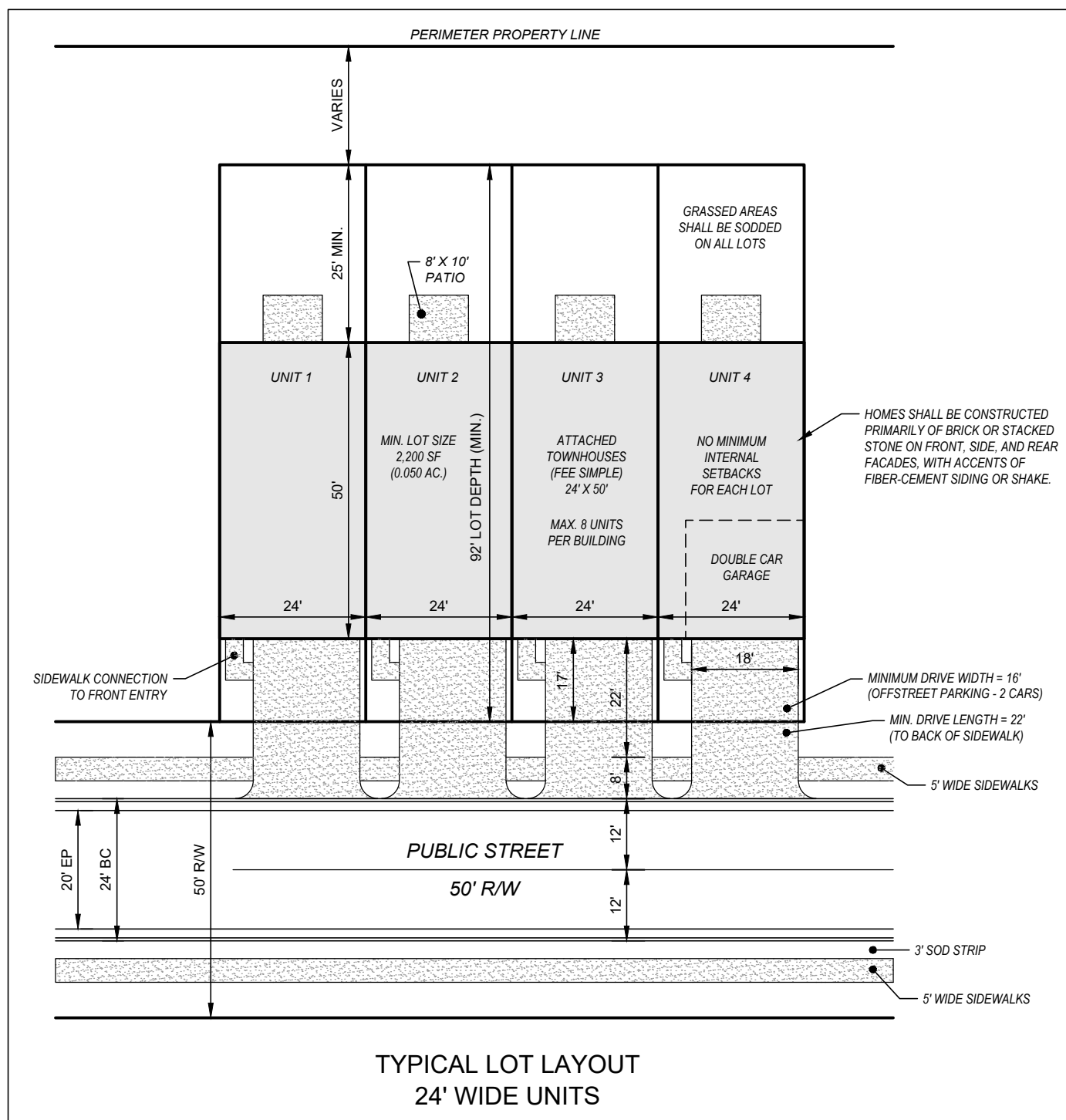
Smith, Gilliam, Williams and Miles

340 Jesse Jewell Parkway, Suite 300

Gainesville, GA 30501

770-536-3381

sgilliam@sgwmfirm.com



SITE SUMMARY

PARCEL ID = 15037A000070 & 15037A000001

PARCEL ADDRESS = 4610 & 4616 WINDER HWY

TOTAL SITE AREA = 31.64 AC.

PROPOSED ZONING = PRD

USE = ATTACHED TOWNHOUSES

TOTAL UNITS = 88 UNITS

UNIT SIZE = 24' X 50'

SITE DENSITY = 2.79 UNITS/ACRE

OPEN SPACES = 67% (MIN. 30% REQUIRED)

MIN. LOT SIZE = 2,200 SF (24' X 92')

PERIMETER BUFFERS

50' REPLANTED BUFFER ALONG NORTH PL (LOTS 1-22)

10' LANDSCAPE STRIP ALONG WINDER HWY

INTERNAL LOT SETBACKS

FRONT = 15'

SIDE = 0'

REAR = 15'

WATER SERVICE = GAINESVILLE

SEWER SERVICE = HALL COUNTY

AREA SUMMARY

PROPOSED R/W = 2.55 AC.

PROPOSED LOTS = 5.25 AC.

POND BMP LOT = 1.60 AC.

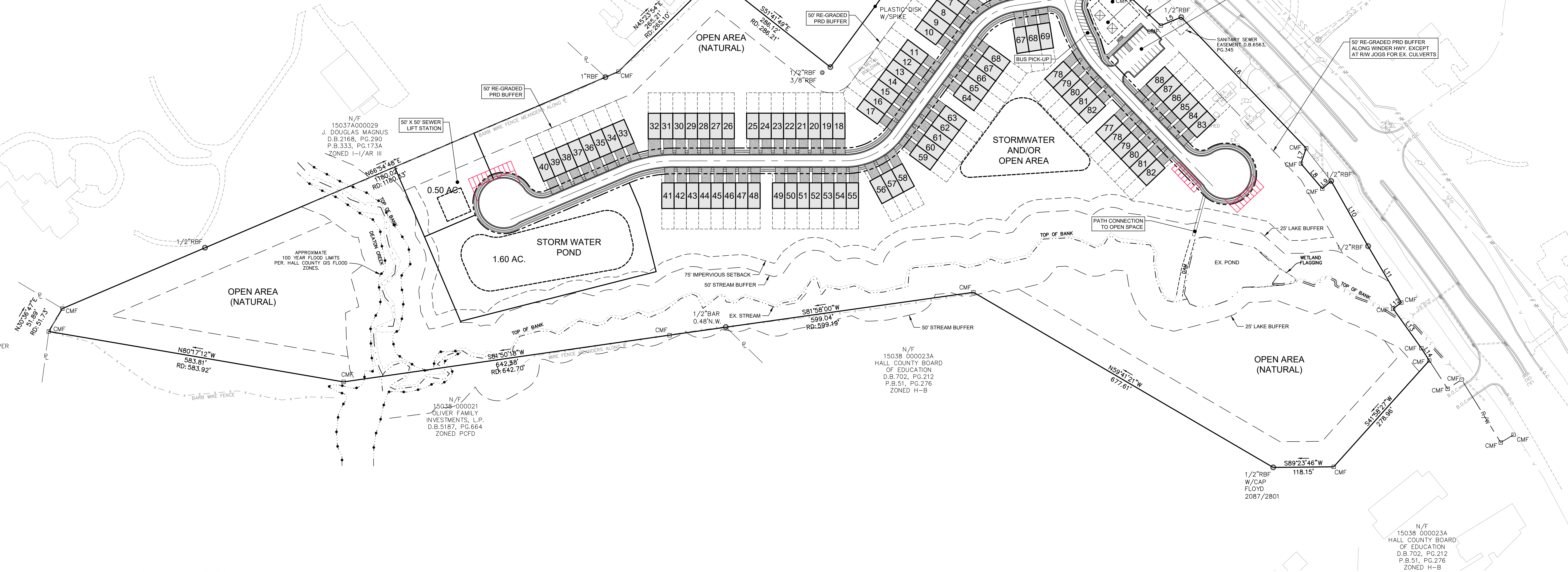
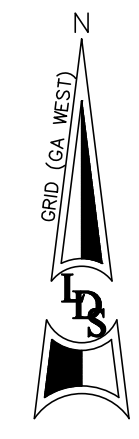
LIFT STATION LOT = 0.50 AC.

COMMON AREA = 0.50 AC.

OPEN SPACE = 21.24 AC.

TOTAL AREA = 31.64 AC.

LINE	LENGTH	BEARING
L1	119.60	S81°31'41"E
L2	247.52	S52°02'20"E
L3	56.58	S07°20'29"W
L4	77.60	S47°10'12"E
L5	43.00	N67°42'11"E
L6	353.63	S43°36'16"E
L7	31.65	S19°01'14"W
L8	64.17	S40°29'36"E
L9	22.79	N49°45'41"E
L10	146.02	S29°30'42"E
L11	128.13	S30°31'49"E
L12	19.97	S53°28'44"W
L13	94.72	S35°33'39"E
L14	28.78	S32°31'00"E



REED
PLANNING & DESIGN

100 Old Dawson Village Rd
Suite 110
Dawsonville, GA 30534
Phone: 706-531-8428

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STAMP

GSWCC LEVEL 2
CERTIFIED DESIGN
PROFESSIONAL

CERTIFICATION NO. 1639
EXPIRES 10/27/2026

WINDER HWY. TOWNHOUSES
GEORGIA SOUTH DEVELOPMENT, LLC
HALL COUNTY, GA

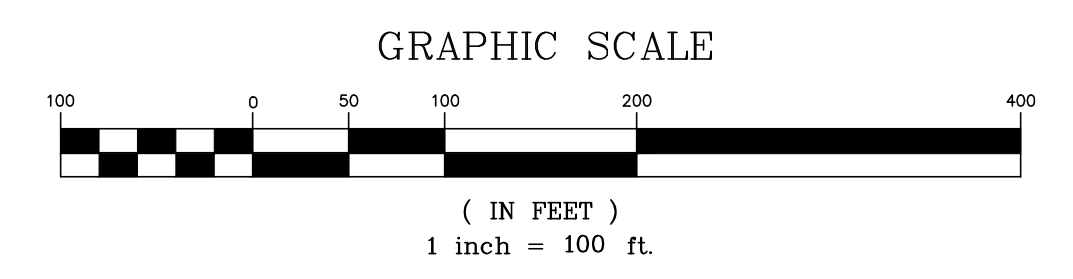
PARCEL	-
LAND LOT	-
DISTRICT	GMD-392
CITY	-
COUNTY	HALL
STATE	GEORGIA

CONCEPTUAL
SITE PLAN

JOB NUMBER	DATE
24102	2-21-2024

DATE	NO	REVISION
5-15-2024	1	ADD AREA CHART

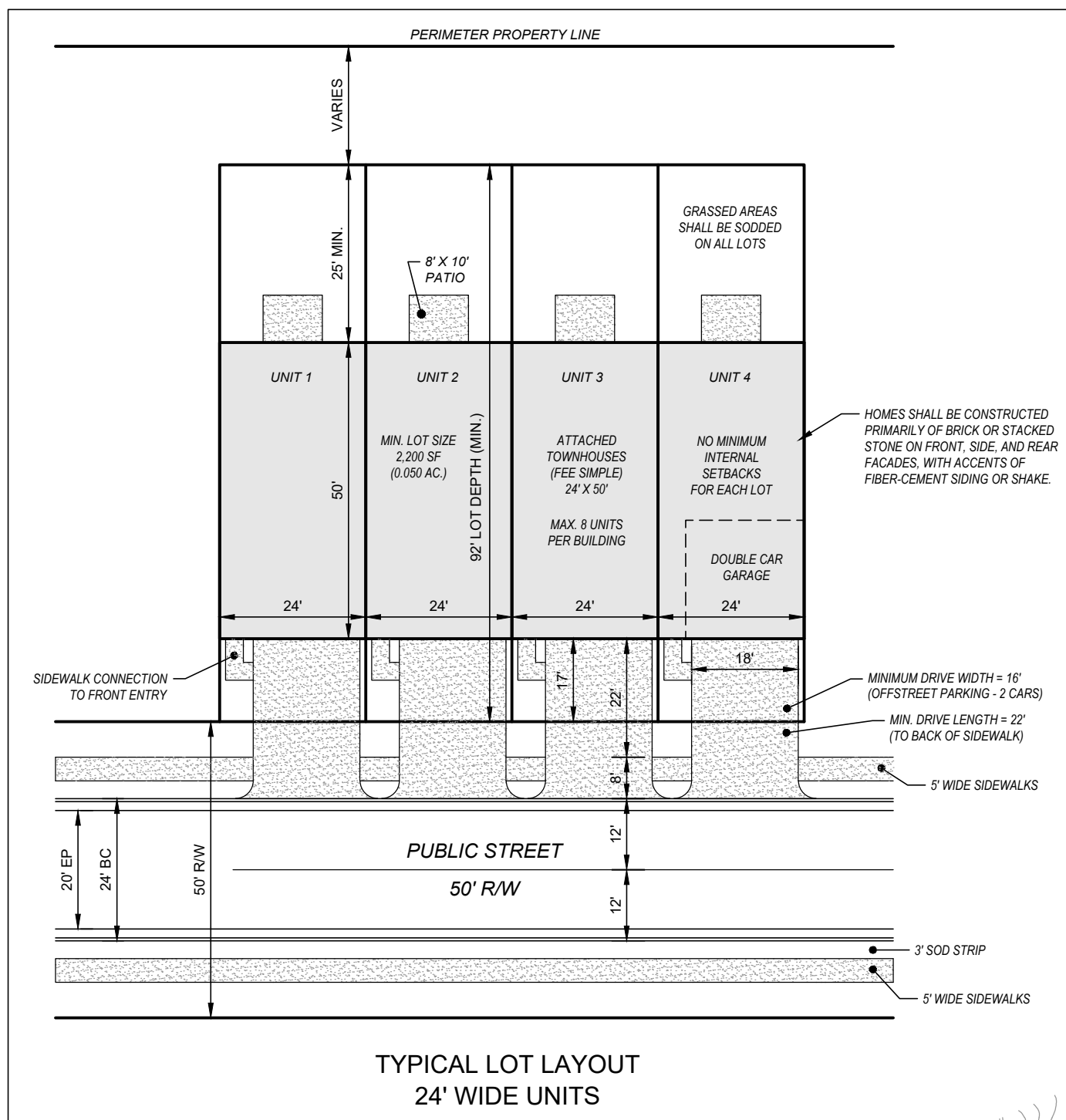
RECEIVED
MAY 20 2024
Planning & Zoning Department



OWNER/DEVELOPER
GEORGIA SOUTH DEVELOPMENT, LLC
390 BROGDON ROAD
SUWANEE, GA 30024
CAMERON HENDERSON
PHONE: 678-978-6782

CIVIL ENGINEER
REED PLANNING & DESIGN, INC.
100 OLD DAWSON VILLAGE RD, STE 110
DAWSONVILLE, GA 30534
CONTACT: KEVIN REED
PHONE: 706-531-8428

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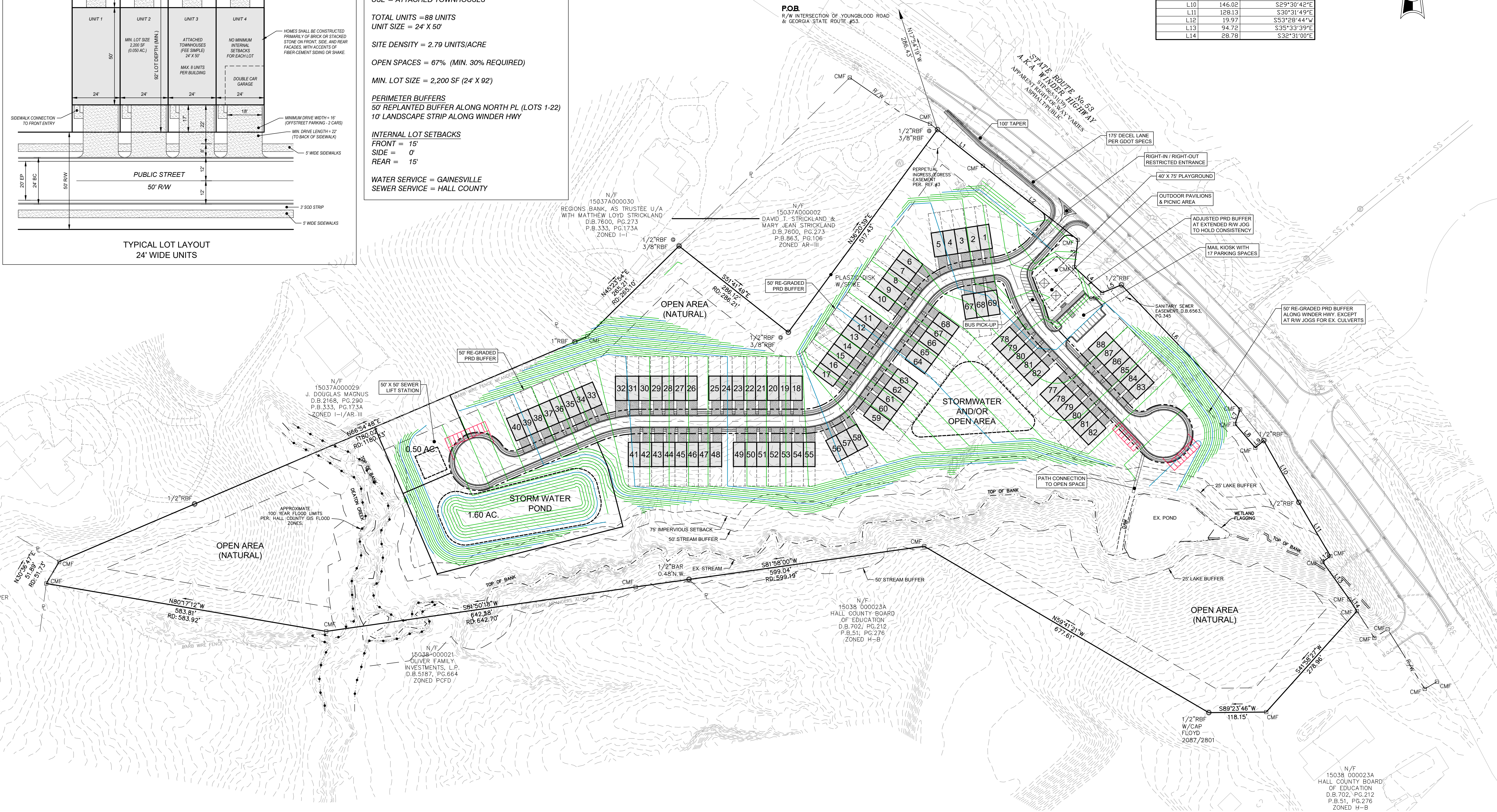
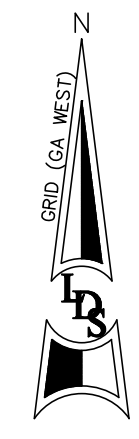


TYPICAL LOT LAYOUT
24' WIDE UNITS

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L6	353.63	S43°36'16"E
L7	31.65	S19°01'14"W
L8	64.17	S40°29'36"E
L9	22.79	N49°45'41"E
L10	146.02	S29°30'42"E
L11	128.13	S30°31'49"E
L12	19.97	S53°28'44"W
L13	94.72	S35°33'39"E
L14	28.78	S32°31'00"E



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 100 Old Dawson Village Rd
 Suite 110
 Dawsonville, GA 30534
 Phone: 706-531-8428

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STAMP

GSWCC LEVEL 2
 CERTIFIED DESIGN
 PROFESSIONAL
 CERTIFICATION NO. 1639
 EXPIRES 10/27/2026

WINDER HWY. TOWNHOUSES
 GEORGIA SOUTH DEVELOPMENT, LLC
 HALL COUNTY, GA

PARCEL	-
LAND LOT	-
DISTRICT	GMD-392
CITY	-
COUNTY	HALL
STATE	GEORGIA

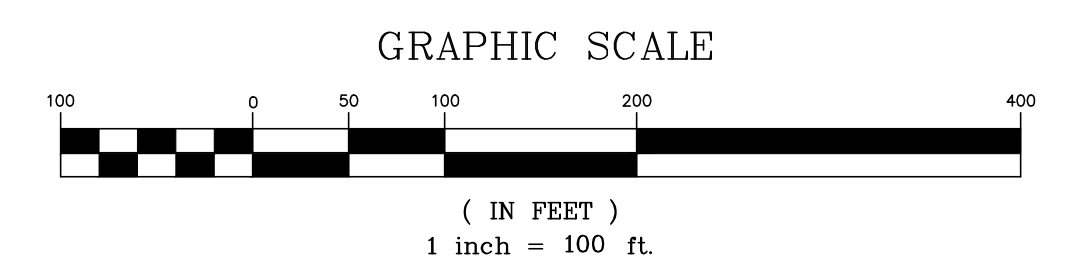
CONCEPTUAL
 SITE PLAN

JOB NUMBER	DATE
24102	2-21-2024

DATE	NO	REVISION
5-15-2024	1	ADD AREA CHART

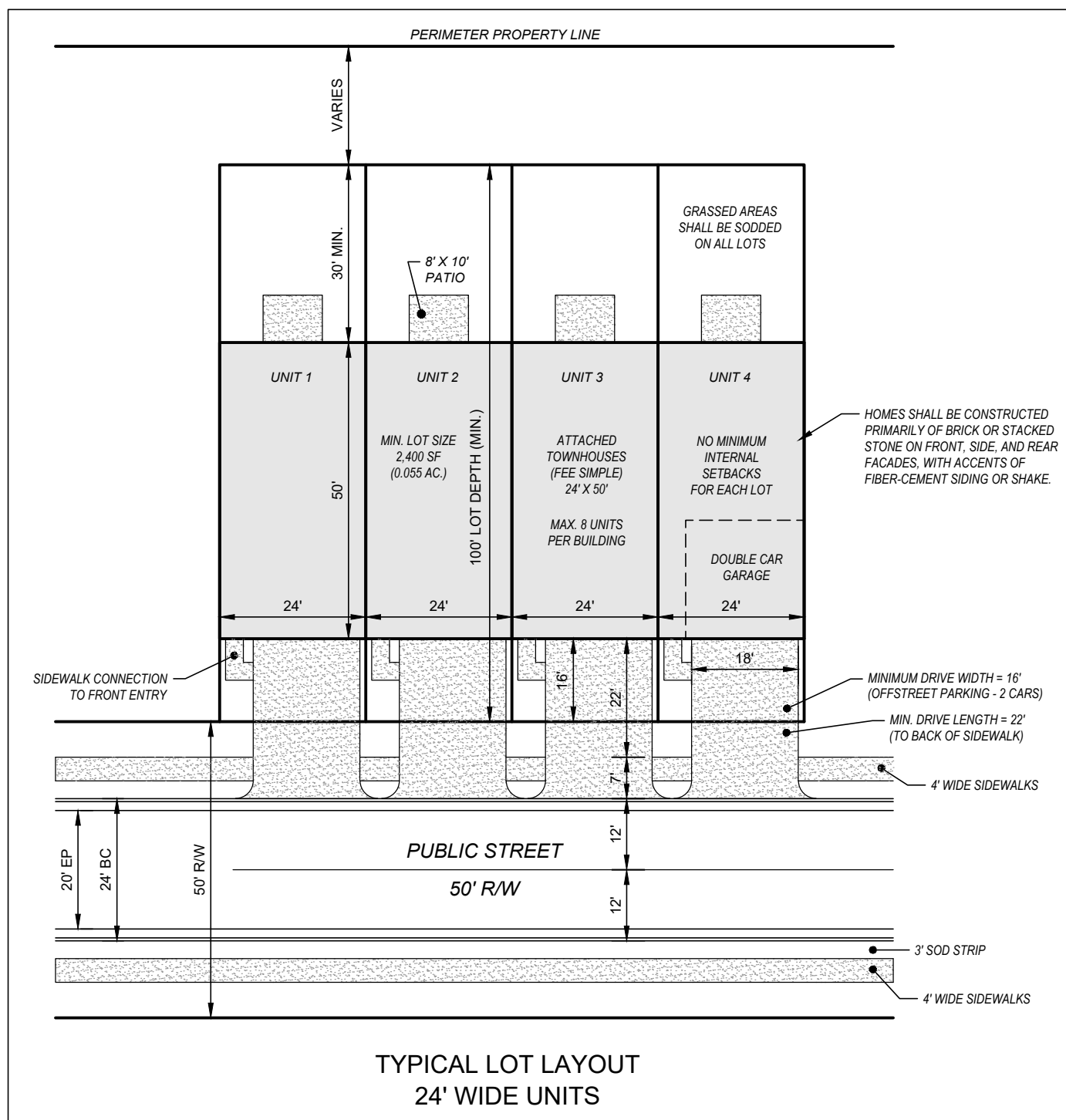
C-1

RECEIVED
 MAY 20 2024
 Planning & Zoning Department



OWNER/DEVELOPER
 GEORGIA SOUTH DEVELOPMENT, LLC
 390 BROGDON ROAD
 SUWANEE, GA 30024
 CAMERON HENDERSON
 PHONE: 678-978-6782

CIVIL ENGINEER
 REED PLANNING & DESIGN, INC.
 100 OLD DAWSON VILLAGE RD, STE 110
 DAWSONVILLE, GA 30534
 CONTACT: KEVIN REED
 PHONE: 706-531-8428



SITE SUMMARY

PARCEL ID = 15037A000070 & 15037A000001
 PARCEL ADDRESS = 4610 & 4616 WINDER HWY
 TOTAL SITE AREA = 31.64 AC.
 PROPOSED ZONING = PRD
 USE = ATTACHED TOWNHOUSES
 TOTAL UNITS = 88 UNITS
 UNIT SIZE = 24' X 50'
 SITE DENSITY = 2.79 UNITS/ACRE
 OPEN SPACES = 67% (MIN. 30% REQUIRED)
 MIN. LOT SIZE = 2,400 SF (24' X 100')

PERIMETER BUFFERS
 50' REPLANTED BUFFER ALONG NORTH PL (LOTS 1-22)
 10' LANDSCAPE STRIP ALONG WINDER HWY

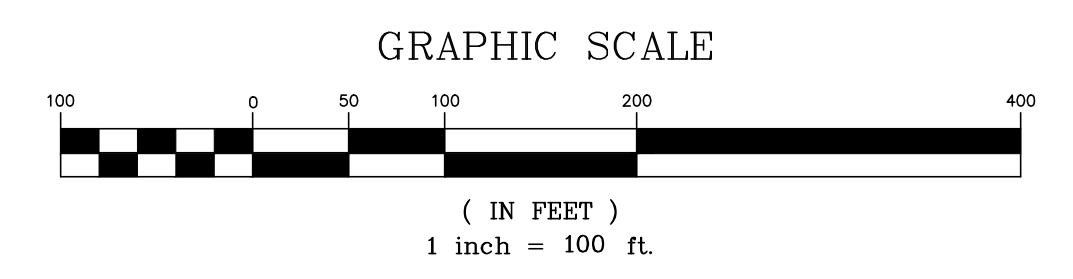
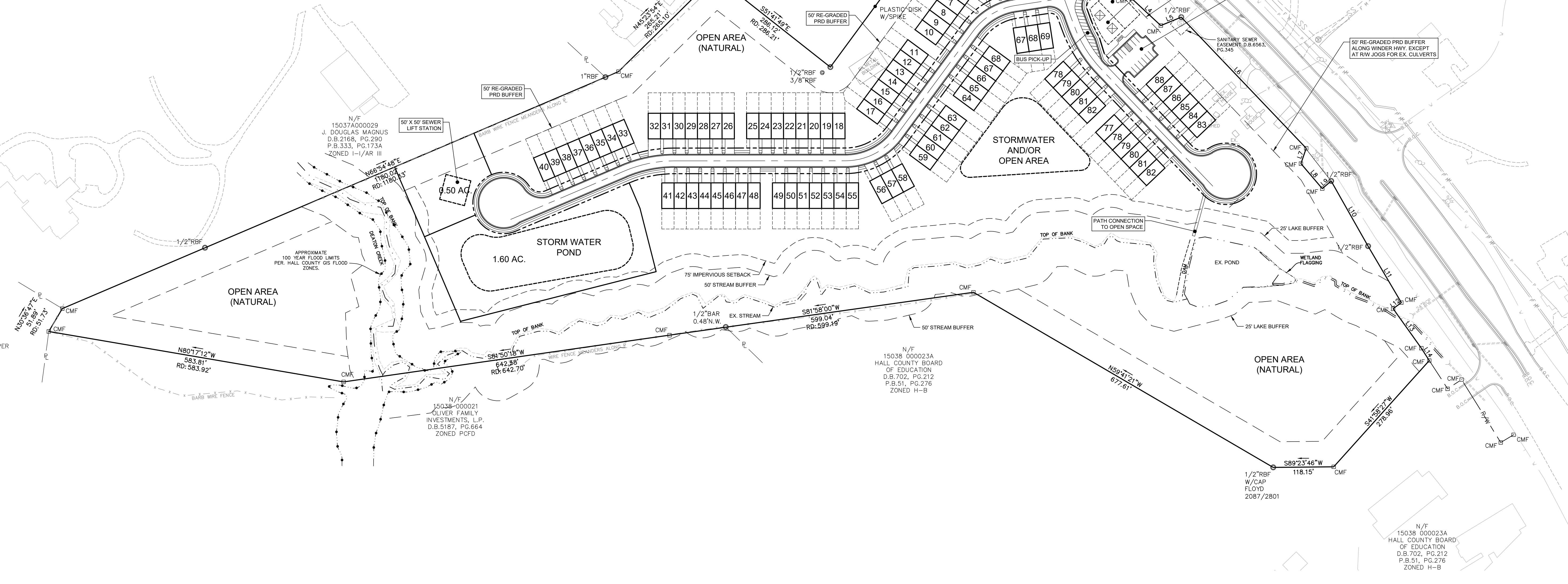
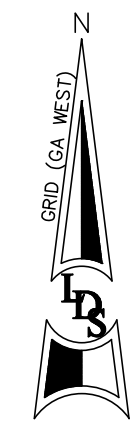
INTERNAL LOT SETBACKS
 FRONT = 15'
 SIDE = 0'
 REAR = 15'

WATER SERVICE = GAINESVILLE
 SEWER SERVICE = HALL COUNTY

AREA SUMMARY

PROPOSED R/W = 2.55 AC.
 PROPOSED LOTS = 5.25 AC.
 POND BMP LOT = 1.60 AC.
 LIFT STATION LOT = 0.50 AC.
 COMMON AREA = 0.50 AC.
 OPEN SPACE = 21.24 AC.
 TOTAL AREA = 31.64 AC.

LINE	LENGTH	BEARING
L1	119.60	S81°31'41"E
L2	247.52	S52°02'20"E
L3	56.58	S07°20'29"W
L4	77.60	S47°10'12"E
L5	43.00	N67°42'11"E
L6	353.63	S43°36'16"E
L7	31.65	S19°01'14"W
L8	64.17	S40°29'36"E
L9	22.79	N49°45'41"E
L10	146.02	S29°30'42"E
L11	128.13	S30°31'49"E
L12	19.97	S53°28'44"W
L13	94.72	S35°33'39"E
L14	28.78	S32°31'00"E



OWNER/DEVELOPER
 GEORGIA SOUTH DEVELOPMENT, LLC
 390 BROGDON ROAD
 SUWANEE, GA 30024
 CAMERON HENDERSON
 PHONE: 678-978-6782

CIVIL ENGINEER
 REED PLANNING & DESIGN, INC.
 100 OLD DAWSON VILLAGE RD, STE 110
 DAWSONVILLE, GA 30534
 CONTACT: KEVIN REED
 PHONE: 706-531-8428

Received 5-15-2024

REED
 PLANNING & DESIGN
 100 Old Dawson Village Rd
 Suite 110
 Dawsonville, GA 30534
 Phone: 706-531-8428

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STAMP

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 CERTIFIED DESIGN
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WINDER HWY. TOWNHOUSES
 GEORGIA SOUTH DEVELOPMENT, LLC
 HALL COUNTY, GA

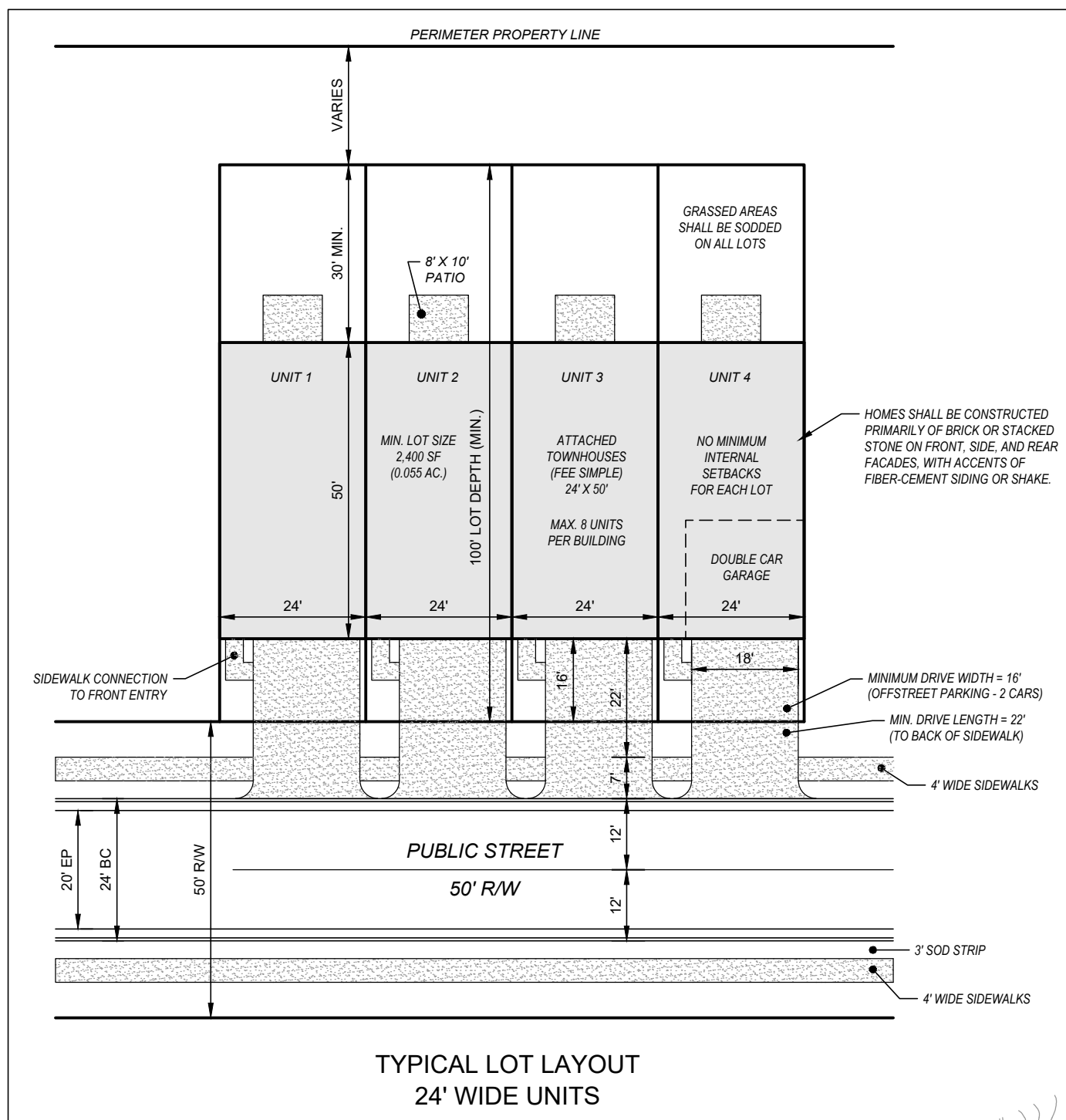
PARCEL	-
LAND LOT	-
DISTRICT	GMD-392
CITY	-
COUNTY	HALL
STATE	GEORGIA

CONCEPTUAL
 SITE PLAN

JOB NUMBER	DATE
24102	2-21-2024

DATE	NO	REVISION
5-15-2024	1	ADD AREA CHART

C-1



SITE SUMMARY

PARCEL ID = 15037A000070 & 15037A000001
 PARCEL ADDRESS = 4610 & 4616 WINDER HWY
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 10' LANDSCAPE STRIP ALONG WINDER HWY

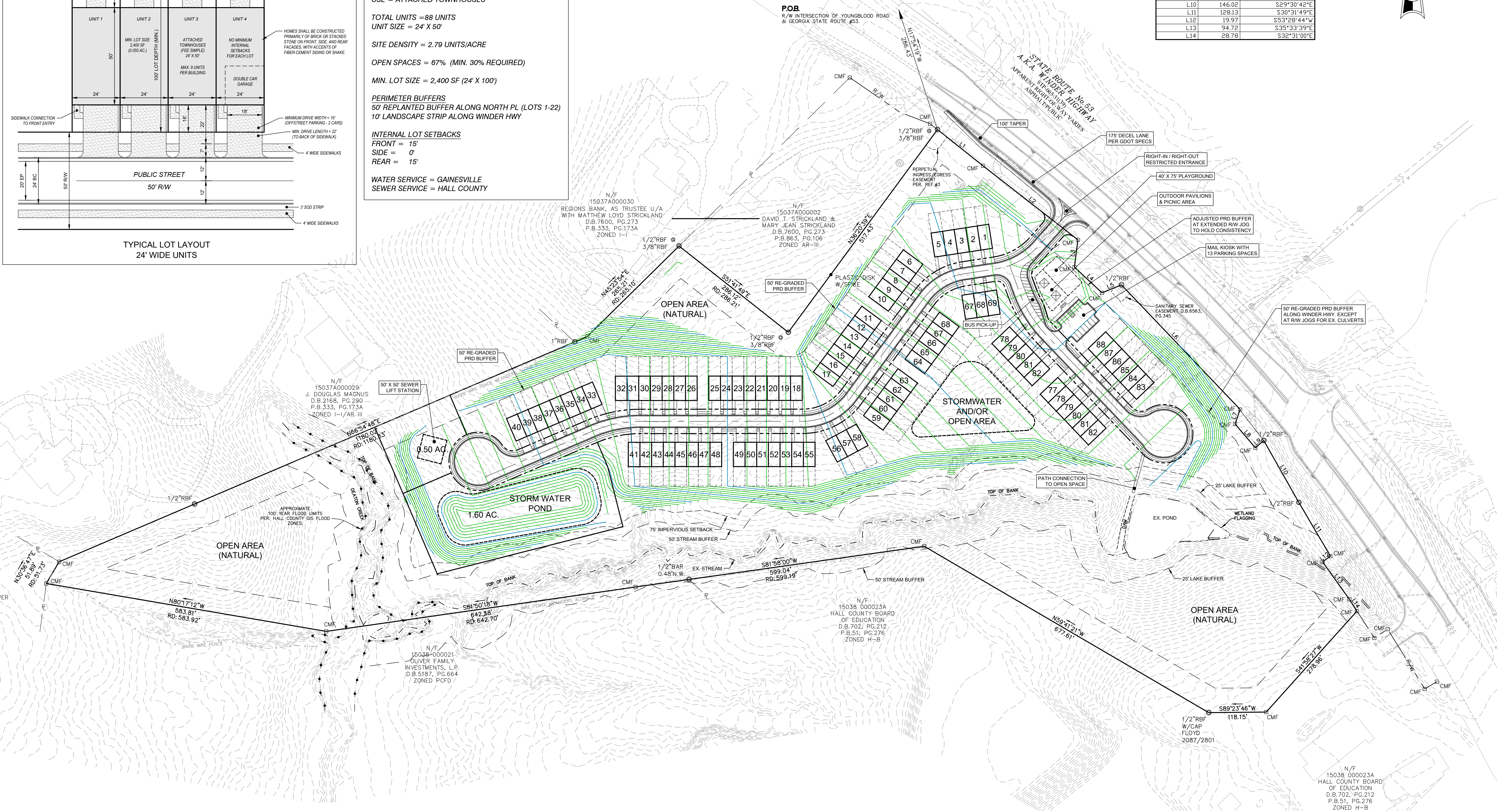
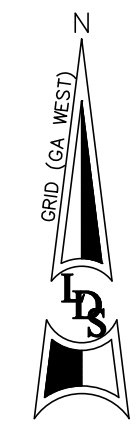
INTERNAL LOT SETBACKS
 FRONT = 15'
 SIDE = 0'
 REAR = 15'

WATER SERVICE = GAINESVILLE
 SEWER SERVICE = HALL COUNTY

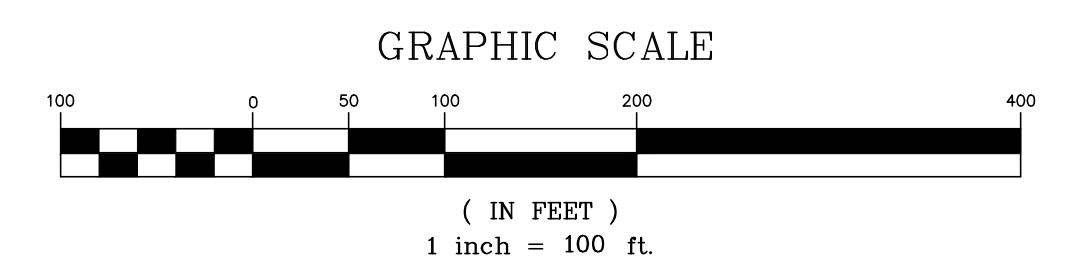
AREA SUMMARY

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 COMMON AREA = 0.50 AC.
 OPEN SPACE = 21.24 AC.
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L14	28.78	S32°31'00"E



Received 5-15-2024



OWNER/DEVELOPER
 GEORGIA SOUTH DEVELOPMENT, LLC
 390 BRÖGDON ROAD
 SUWANEE, GA 30024
 CAMERON HENDERSON
 PHONE: 678-978-6782

CIVIL ENGINEER
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WINDER HWY. TOWNHOUSES
 GEORGIA SOUTH DEVELOPMENT, LLC
 HALL COUNTY, GA

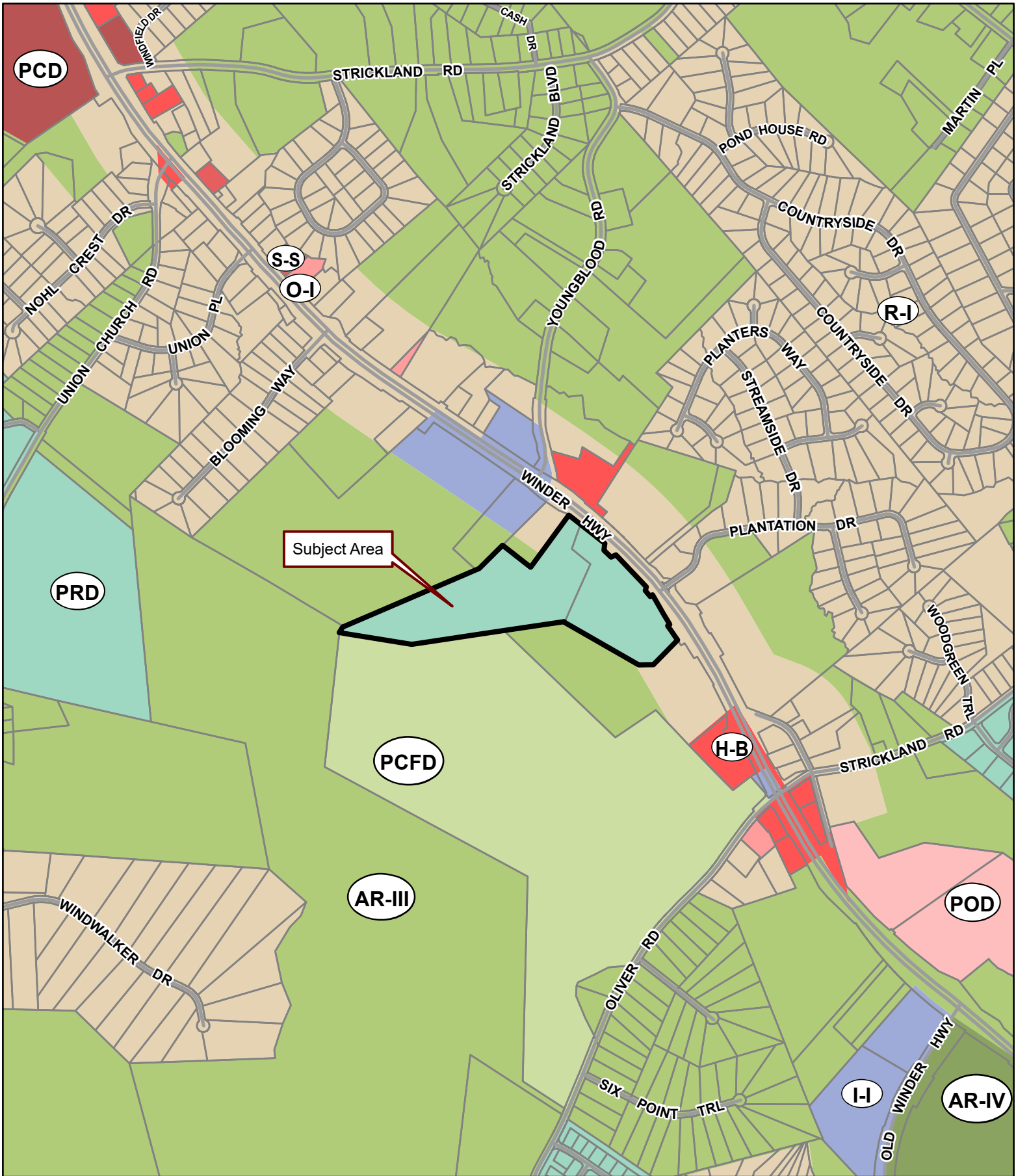
PARCEL	-
LAND LOT	-
DISTRICT	GMD-392
CITY	-
COUNTY	HALL
STATE	GEORGIA

CONCEPTUAL
 SITE PLAN

JOB NUMBER	DATE
24102	2-21-2024

DATE	NO	REVISION
5-15-2024	1	ADD AREA CHART

C-1



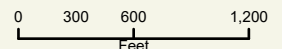
Applicant: GEORGIA SOUTH DEVELOPMENT, LLC

Tax Parcel #: 15037A000070 & 15037A000001

Location: 4610 & 4616 WINDER HIGHWAY, FLOWERY BRANCH, GA 30542

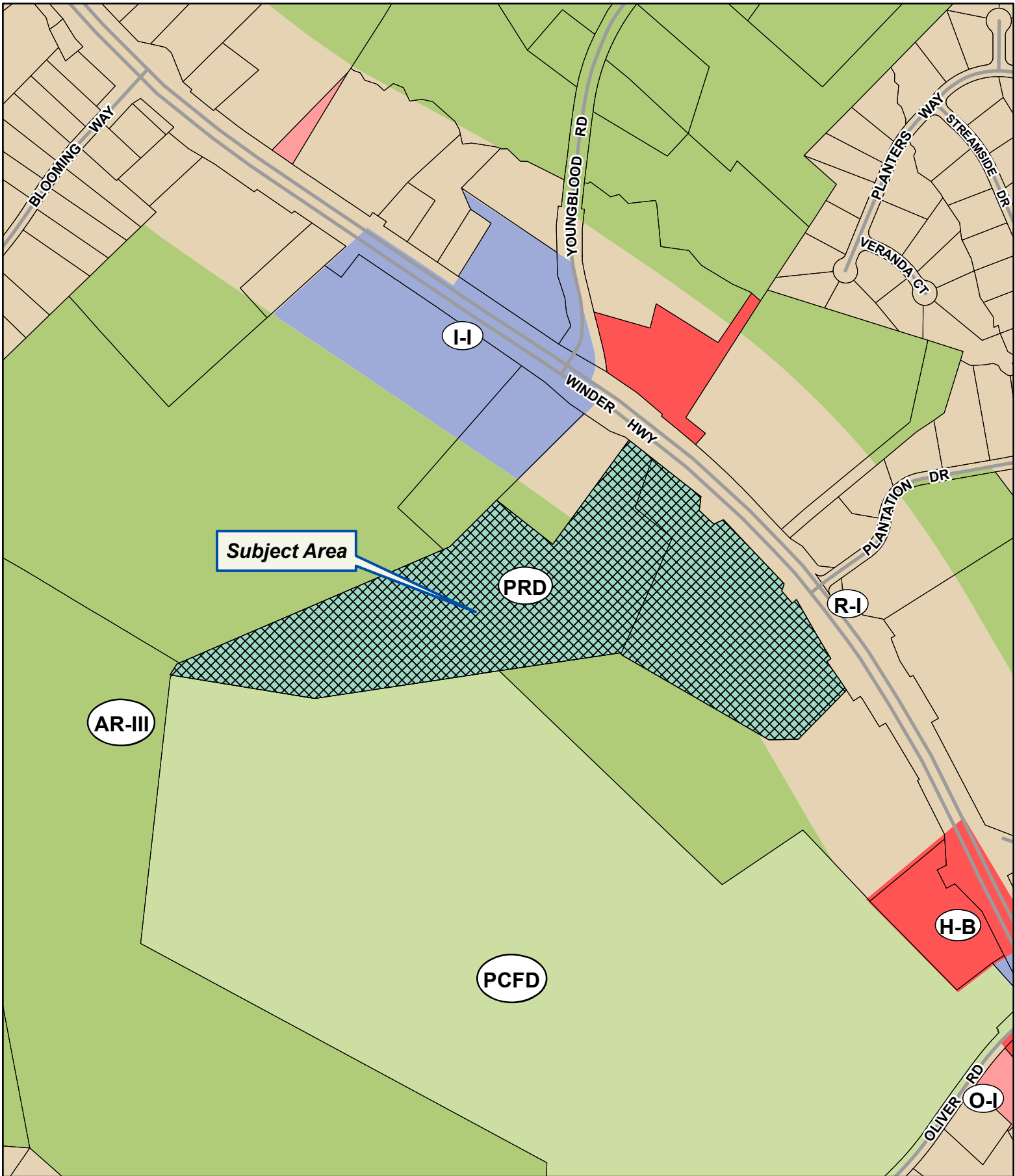
Commission District 1

PC Mtg. Date: 05/20/24

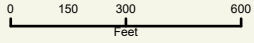


- Zoning Boundary
- City Limits
- Subject Area
- Structure





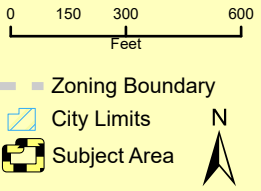
Applicant: GEORGIA SOUTH DEVELOPMENT, LLC
Tax Parcel #: 15037A000070 & 15037A000001
Location: 4610 & 4616 WINDER HIGHWAY, FLOWERY BRANCH, GA 30542
Commission District 1 PC Mtg. Date: 05/20/24



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



Applicant: GEORGIA SOUTH DEVELOPMENT, LLC
Tax Parcel #: 15037A000070 & 15037A000001
Location: 4610 & 4616 WINDER HIGHWAY, FLOWERY BRANCH, GA 30542
Commission District 1 **PC Mtg. Date: 05/20/24**







24' x 50' Front Entry Product Townhome



Hall County Tax Parcel:
15037A000001

STATE OF GEORGIA
COUNTY OF GWINNETT

Please Return Document To:

T. Scott Duncan, Esq.
ANDERSEN, TATE & CARR, P.C.
1960 Satellite Boulevard, Suite 4000
Duluth, Georgia 30097
File No. 030285.070006 (MT)

LIMITED WARRANTY DEED

THIS INDENTURE, made as of the 2nd day of February, 2024, by and between **BH ENTERPRISES**, a Georgia general partnership comprised of **HAROLD MONROE BENEFIELD**, deceased and late of Hall County, Georgia, and **BOBBY RAY BENEFIELD**, deceased and late of Hall County, Georgia (hereinafter collectively referred to as "Grantor"), and **GEORGIA SOUTH DEVELOPMENT, LLC**, a Georgia limited liability company (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits).

W I T N E S S E T H:

That Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid to Grantor by Grantee at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee that certain tract or parcel of land lying and being in Hall County, Georgia, being more particularly described on Exhibit A attached hereto and made a part hereof.

THIS CONVEYANCE is made subject only to those certain matters as set forth on Exhibit B attached hereto and by reference made a part hereof.

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

AND SAID Grantor will warrant and forever defend the right and title to said described property unto Grantee against the claims of all persons whomsoever claiming by, through or under Grantor, but not otherwise.

General Partner of Grantor **Harold Monroe Benefield** died testate on January 18, 2020 as a resident of Hall County, Georgia, and Jeanette Turk Benefield, the deceased's wife, was appointed as Executor and Trustee under Item VII of the Last Will & Testament of Harold Monroe Benefield dated October 14, 2009, and Jeanette Turk Benefield executes this Limited Warranty Deed on behalf of the Estate of Harold Monroe Benefield in such capacities.

General Partner of Grantor **Bobby Ray Benefield** died testate on February 22, 2023 as a resident of Hall County, Georgia, and Mary Allison Benefield, the deceased's wife, was appointed as Executrix under Item VII of the Last Will & Testament of Bobby Ray Benefield dated May 19, 1997, such will being duly probated in the Probate Court of Hall County, Georgia, and Mary Allison Benefield executes this Limited Warranty Deed on behalf of the Estate of Bobby Ray Benefield in such capacity.


[SIGNATURES ON FOLLOWING PAGE]

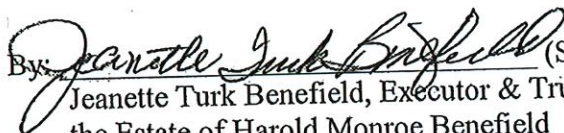
IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, as of the day and year first above written.


Signed, sealed and delivered
in the presence of:

GRANTOR:

BH ENTERPRISES, a Georgia general partnership
comprised of Harold Monroe Benefield, deceased,
and Bobby Ray Benefield, deceased


Unofficial Witness

By:  (SEAL)
Jeanette Turk Benefield, Executor & Trustee of
the Estate of Harold Monroe Benefield


Notary Public

My Commission Expires



[AFFIX NOTARY SEAL]

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

BH ENTERPRISES, a Georgia general partnership
comprised of Harold Monroe Benefield, deceased,
and Bobby Ray Benefield, deceased

Harold Monroe
Unofficial Witness

By: Mary Allison Benefield (SEAL)
Mary Allison Benefield, Executrix of the
Estate of Bobby Ray Benefield

[Signature]

Notary Public

My Commission Expires:

[AFFIX NOTARIAL SEAL]



EXHIBIT "A"
LEGAL DESCRIPTION

TRACT I: All that tract or parcel of land situate, lying and being in the Clincham District of Hall County, Georgia and being all of Lots No. 7 and 8 of the subdivision of the lands of J. W. Hubbard fronting on the southwesterly side of the Winder Highway (Georgia State Route No. 53) according to a plat prepared by C. L. Newton dated June 17, 1941, a copy of which is recorded in Plat Book 7, pages 60 and 61 in the office of the Clerk of Superior Court of Hall County, Georgia. Said property is also the same property described and conveyed in a Warranty Deed from W. S. Tanner to O. R. Benefield dated July 24, 1943 and recorded in Deed Book 92, page 189 and 190 in the office of the Clerk of Superior Court of Hall County, Georgia. Said deed and the above-described plat are by this reference incorporated herein for a more full and complete description of the property hereby conveyed.

TRACT II: All that tract or parcel of land situate, lying and being in the Clincham District of Hall County, Georgia and being all of Lots No. 5 and 6 of the subdivision of the lands of J. W. Hubbard fronting on the southwesterly side of the Winder Highway (Georgia State Route No. 53) according to a plat prepared by C. L. Newton dated June 17, 1941, a copy of which is recorded in Plat Book 7, pages 60 and 61 in the office of the Clerk of Superior Court of Hall County, Georgia. Said property is also the same property described and conveyed in a Warranty Deed from D. T. Hubbard and H. H. Hubbard to O. R. Benefield dated July, 1943 and recorded in Deed Book 92, page 190 in the office of the Clerk of Superior Court of Hall County, Georgia. Said deed and the above-described plat are by this reference incorporated herein for a more full and complete description of the property hereby conveyed.

LESS AND EXCEPT: That portion of the above-described property which contains 0.49 acres, more or less, and which is described and conveyed in a Warranty Deed from O. R. Benefield to the Hall County Board of Education dated December 28, 1972 and recorded in Deed Book 501, page 104 in the office of the Clerk of Superior Court of Hall County, Georgia.

EXHIBIT "B"
PERMITTED TITLE EXCEPTIONS

1. All taxes for the year 2024 and subsequent years, not yet due and payable.
2. All matters on that certain Plat recorded November 17, 1948, at Plat Book 7, Pages 60-61, aforesaid records.
3. Right of Way Easement from BH Enterprises to Georgia Department of Transportation dated February 27, 2004, recorded February 27, 2004, in Deed Book 4890, Page 299, aforesaid records.
4. Right of Way Deed from BH Enterprises to Georgia Department of Transportation dated May 10, 2005, recorded May 10, 2005, in Deed Book 5308, Page 97, aforesaid records.

FILED & RECORDED 02/06/2024 12:15 PM
DEED BOOK 9430 PAGES 692 - 696
FILING FEES: \$25.00
PT61: 069-2024-000646 TRANSFER TAX: \$640.00
RECORDED BY: NB
CLERK: Charles Baker, C.S.C Hall County, GA

Hall County Tax Parcel:
15037A000070

STATE OF GEORGIA
COUNTY OF GWINNETT

Please Return Document To:



T. Scott Duncan, Esq.
ANDERSEN, TATE & CARR, P.C.
1960 Satellite Boulevard, Suite 4000
Duluth, Georgia 30097
File No. 030285.070006 (MT)

LIMITED WARRANTY DEED

THIS INDENTURE, made as of the 2nd day of February, 2024, between **SUSAN R. STRICKLAND**, an individual resident of the State of Georgia, hereinafter referred to as "Grantor", and **GEORGIA SOUTH DEVELOPMENT, LLC**, a Georgia limited liability company (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits).

WITNESSETH:

That Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid to Grantor by Grantee at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee that certain tract or parcel of land lying and being in Hall County, Georgia, being more particularly described on Exhibit A attached hereto and made a part hereof.

THIS CONVEYANCE is made subject only to those certain matters as set forth on Exhibit B attached hereto and by reference made a part hereof.

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

AND SAID Grantor will warrant and forever defend the right and title to said described property unto Grantee against the claims of all persons whomsoever claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Marcia S. Thomas
Unofficial Witness

Susan R. Strickland (SEAL)
SUSAN R. STRICKLAND

[Signature]
Notary Public

My Commission Expires:



EXHIBIT "A"
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in the Clincham G.M.D. 392, Hall County, Georgia and being more particularly described as follows:

Commencing at a found right-of-way monument at the intersection of the northerly right-of-way of Georgia State Route 53 (R/W Varies) and the easterly right-of-way of Youngblood Road; THENCE South 27 degrees 33 minutes 50 seconds West for a distance of 189.65 feet to a found right-of-way monument on the southerly right-of-way of said State Route 53; THENCE along said right-of-way South 57 degrees 11 minutes 21 seconds East for a distance of 125.47 feet to a found "X" in concrete; THENCE South 69 degrees 57 minutes 53 seconds East for a distance of 66.04 feet to a found right-of-way monument; THENCE South 53 degrees 10 minutes 03 seconds East for a distance of 19.41 feet to a set 1/2" rebar, said point being THE POINT OF BEGINNING for the parcel herein described;

THENCE continuing along said southerly right-of-way of State Route 53 South 53 degrees 10 minutes 03 seconds East for a distance of 119.33 feet to a found right-of-way monument;

THENCE leaving said right-of-way and along property of BH Enterprises South 16 degrees 46 minutes 03 seconds West for a distance of 210.49 feet to a found concrete monument;

THENCE along property of BH Enterprises South 51 degrees 52 minutes 47 seconds East for a distance of 200.30 feet to a found concrete monument;

THENCE along property of BH Enterprises South 23 degrees 07 minutes 54 seconds West for a distance of 500.43 feet to a found concrete monument;

THENCE along property of Hall County Board of Education and Oliver Family Investments, L.P. South 80 degrees 26 minutes 51 seconds West for a distance of 599.19 feet to a found concrete monument;

THENCE along property of Oliver Family Investments, L.P. South 80 degrees 18 minutes 18 seconds West for a distance of 642.70 feet to a found concrete monument;

THENCE along property of Oliver Family Investments, L.P. North 81 degrees 47 minutes 08 seconds West for a distance of 583.92 feet to a found concrete monument;

THENCE along property of Cooper North 29 degrees 10 minutes 55 seconds East for a distance of 51.73 feet to a found concrete monument;

THENCE along property of Magnus North 65 degrees 22 minutes 47 seconds East for a distance of 1180.33 feet to a found concrete monument;
THENCE along property of Strickland North 43 degrees 51 minutes 51 seconds East for a distance of 263.10 feet to a set 1/2" rebar;
THENCE South 53 degrees 10 minutes 03 seconds East for a distance of 286.21 feet to a set 1/2" rebar;
THENCE North 34 degrees 49 minutes 51 seconds East for a distance of 517.47 feet to a set 1/2" rebar on the aforementioned southerly right-of-way of State Route 53 and THE POINT OF BEGINNING.

Subject to easements, restrictions, and right-of-way of record.

Said parcel contains 20.10 acres and shown as Tract "B" according to a survey for D. Terrell Strickland & K. Mark Strickland dated 3/24/2010 prepared by ClarkCanaday, LLC. Said survey is incorporated herein for a more complete and accurate description.

EXHIBIT "B"
PERMITTED TITLE EXCEPTIONS

1. All taxes for the year 2024 and subsequent years, not yet due and payable.
2. All matters on that certain plat recorded March 21, 2011, at Plat Book 863, Page 242, Hall County, Georgia records.

Hall County Tax Parcel Nos.
15037A000070 & 15037A000001

After recording, return to:

T. Scott Duncan, Esq.
ANDERSEN, TATE & CARR, P.C.
One Sugarloaf Centre
Suite 4000
1960 Satellite Boulevard
Duluth, Georgia 30097
File no. 030285.070006 (MT)

QUITCLAIM DEED

THIS QUITCLAIM DEED, made the 2nd day of February, 2024, by and between **BH ENTERPRISES**, a Georgia general partnership comprised of **HAROLD MONROE BENEFIELD**, deceased and late of Hall County, Georgia, and **BOBBY RAY BENEFIELD**, deceased and late of Hall County, Georgia, **JEANETTE TURK BENEFIELD**, an individual resident of the State of Georgia, and **SUSAN R. STRICKLAND**, an individual resident of the State of Georgia (collectively "Grantor"), and **GEORGIA SOUTH DEVELOPMENT, LLC**, a Georgia limited liability company ("Grantee") ("Grantor" and "Grantee" to include their respective successors and assigns where the context permits or requires).

W I T N E S S E T H:

THAT Grantor, for and in consideration Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, has bargained, sold, remised, conveyed and quitclaimed and by these presents does bargain, sell, remise, convey and forever QUITCLAIM unto Grantee all right, title, interest, claim or demand which Grantor has or may have had in and to all that tract or parcel of land described in **EXHIBIT A** attached hereto and made a part hereof by this reference.

TOGETHER with all the rights, members, and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto Grantee so that neither Grantor nor any person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

This deed is given in conjunction with Limited Warranty Deeds of even date between the parties in aid of title to avoid any gaps or overlaps in the conveyance herein.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this Quitclaim Deed as of the day and year first above written.

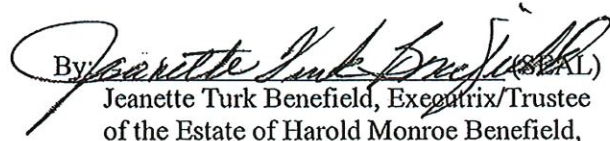
GRANTOR:


Signed, sealed and delivered
in the presence of:

BH ENTERPRISES, a Georgia general
partnership comprised of HAROLD MONROE
BENEFIELD, deceased, and BOBBY RAY
BENEFIELD, deceased



Unofficial Witness

By  (SEAL)
Jeanette Turk Benefield, Executrix/Trustee
of the Estate of Harold Monroe Benefield,
deceased



Notary Public

My Commission Expires

[AFFIX NOTARIAL SEAL]



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has signed and sealed this Quitclaim Deed as of the day and year first above written.

GRANTOR:

Signed, sealed and delivered
in the presence of:

BH ENTERPRISES, a Georgia general
partnership comprised of HAROLD MONROE
BENEFIELD, deceased, and BOBBY RAY
BENEFIELD, deceased

Wanda Thomas
Unofficial Witness

By: *Mary Allison Benefield* (SEAL)
Mary Allison Benefield, Executrix of the
Estate of Bobby Ray Benefield, deceased

[Signature]
Notary Public

My Commission Expires:

[AFFIX NOTARIAL SEAL]




[SIGNATURES CONTINUED ON FOLLOWING PAGE]

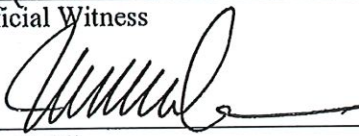
IN WITNESS WHEREOF, the Grantor has signed and sealed this Quitclaim Deed as of the day and year first above written.

GRANTOR:

Signed, sealed and delivered
in the presence of:



Unofficial Witness



Notary Public

My Commission Expires:





JEANETTE TURK BENEFIELD (SEAL)

IN WITNESS WHEREOF, the Grantor has signed and sealed this Quitclaim Deed as of the day and year first above written.

GRANTOR:

Signed, sealed and delivered
in the presence of:

Mauri E. Thomas
Unofficial Witness

[Signature]
Notary Public

My Commission Expires: _____

Susan R. Strickland (SEAL)
SUSAN R. STRICKLAND

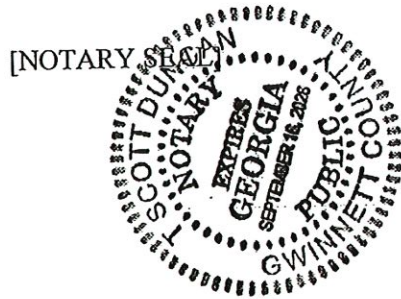


EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in the Clinchem Georgia Militia District # 392, Hall County, Georgia and being more particularly described as follows:

To find the True Point of Beginning, beginning at a Point formed by the intersection of the Easterly Right-of-way of Youngblood Road and the Northerly Right-of-Way of Georgia State Route #53; THENCE from said Point South 17 degrees 54 minutes 19 seconds East for a distance of 286.43 feet to a ½" Rebar Found along the Southerly Right-of-Way of Georgia State Route #53, said Point being The True Point of Beginning.

THENCE from said Point as thus established and continuing along said Right-of-way for the next Fourteen (14) calls and distances, South 51 degrees 31 minutes 41 seconds East for a distance of 119.60 feet to a Concrete Monument Found; THENCE South 52 degrees 02 minutes 20 seconds East for a distance of 247.52 feet to a Concrete Monument Found; THENCE South 07 degrees 20 minutes 29 seconds West for a distance of 56.58 feet to a Concrete Monument Found; THENCE South 47 degrees 10 minutes 12 seconds East for a distance of 77.60 feet to a Concrete Monument Found; THENCE North 67 degrees 42 minutes 11 seconds East for a distance of 43.00 feet to a ½" Rebar Found; THENCE South 43 degrees 36 minutes 16 seconds East for a distance of 353.63 feet to a Concrete Monument Found; THENCE South 19 degrees 01 minutes 14 seconds West for a distance of 31.65 feet to a Concrete Monument Found; THENCE South 40 degrees 29 minutes 36 seconds East for a distance of 64.17 feet to a Concrete Monument Found; THENCE North 49 degrees 45 minutes 41 seconds East for a distance of 22.79 feet to a ½" Rebar Found; THENCE South 29 degrees 30 minutes 42 seconds East for a distance of 146.02 feet to a ½" Rebar Found; THENCE South 30 degrees 31 minutes 49 seconds East for a distance of 128.13 feet to a Concrete Monument Found; THENCE South 53 degrees 28 minutes 44 seconds West for a distance of 19.97 feet to a Concrete Monument Found; THENCE South 35 degrees 33 minutes 39 seconds East for a distance of 94.72 feet to a Concrete Monument Found; THENCE South 32 degrees 31 minutes 00 seconds East for a distance of 28.78 feet to a Concrete Monument Found; THENCE leaving said Right-of-Way, South 41 degrees 58 minutes 27 seconds West for a distance of 278.96 feet to a Concrete Monument Found; THENCE South 89 degrees 23 minutes 46 seconds West for a distance of 118.15 feet to a ½" Rebar Found with a Floyd Cap #2087/2801; THENCE North 59 degrees 41 minutes 21 seconds West for a distance of 677.61 feet to a Concrete Monument Found; THENCE South 81 degrees 58 minutes 00 seconds West for a distance of 599.04 feet to a Concrete Monument Found; THENCE South 81 degrees 50 minutes 18 seconds West for a distance of 642.58 feet to a Concrete Monument Found; THENCE North 80 degrees 17 minutes 12 seconds West for a distance of 583.81 feet to a Concrete Monument Found; THENCE North 30 degrees 36 minutes 47 seconds East for a distance of 51.89 feet to a Concrete Monument Found; THENCE North 66 degrees 54 minutes 48 seconds East for a distance of 1180.02 feet to a Concrete Monument Found; THENCE North 45 degrees 23 minutes 54 seconds East for a distance of 265.21 feet to a ½" Rebar Found; THENCE South 51 degrees 41 minutes 49 seconds East for a distance of 286.12 feet to a ½" Rebar Found; THENCE North 36 degrees 20 minutes 39 seconds East for a distance of 517.43 feet to a point, said Point being The True Point of Beginning.

Said property contains 31.592 acres, more or less, according to that certain Retracement Survey for Atlas Land Development, Inc., Georgia South Development, LLC and Chicago Title Insurance company dated January 22, 2024, and prepared by Land Development Surveyors, Inc., Lee Jay Johnson, GRLS no. 2846.

Application for Sewer Availability Letter

Date: 3-5-2024
Name of Applicant: Georgia South Development Contact Number: 678 478 6782
Address of Applicant: 554 W Main St
City: Buford State: Ga Zip: 30518 E-mail: cameron@atl-southdev.com
Name of Agent: Contact Number:
Address of Agent:
City: State: Zip: E-mail:

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT FOR THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS: (Please check the purpose of letter request and fill in all applicable information legibly and completely.)

AVAILABILITY: [] General Availability [x] Rezoning [] Conditional Use Permit

Availability letters will require a minimum of one week from the date of application submitted.

Request from PRD (Present Zoning) to PRD (Requested Zoning)

For the Purpose of 88-unit townhouse development (Type of Development)

Address of Property: 4610 & 4616 Winder Hwy. (SR 53)

Nearest Intersection to Property: Winder Hwy & Youngblood Rd.

Size of Tract: 31.77 acre(s). Lane Lot Number(s): - District(s): GMD 392

Development Estimate Average Daily Sewer Flow (GPD): 200 GPD x 88 = 17,600 GPD

Property Tax Parcel Number: 15037A000001, 15037A000070 Proposed number of Lots: 88

(Below: For properties within protected watershed districts only)

Gross Density: units per acre Net Density: units per acre

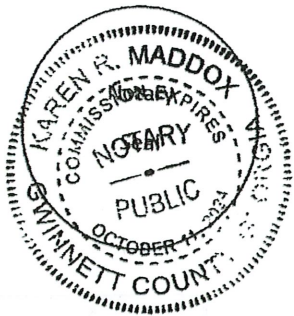
Estimated amount of impervious surface: Minimum Lot Size:

Karen R. Maddox Notary

Signature of Owner(s)/Agent(s)

Printed Name of Owner(s)/Agent(s)

Title of Agent





March 1, 2024

Hall County Government
P.O. Drawer 1435
Gainesville, GA 30503

RE: 88-unit Townhouse Development
4610 & 4616 Winder Hwy (S.R. 53)
31.77-Acre Tract

Dear County Staff,

Please accept this letter of intent for the development of the subject property.

The proposed project will include a new fee-simple townhouse development with 88 total units. The development is anticipated to begin construction in late summer of 2024 with completion in summer of 2025.

To serve the new development, we are requesting sanitary sewer service from Hall County. The proposed project will include a new onsite lift station with a force main to connect to the Hall County sewer system at the frontage of the subject property where an existing sewer manhole is currently located. The Hall County sewer system at this location includes gravity sewer running to an existing regional lift station located directly across Winder Hwy from the subject property.

Thank you for your consideration and assistance in this request.

Sincerely,

J. Kevin Reed, P.E.
Georgia Registered PE #25526



Hall County Government

PUBLIC WORKS AND UTILITIES

March 13, 2024

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

Georgia South Development
554 W Main ST, Suite 700
Buford, GA 30518

t: 770.531.6800 | f: 770.531.3945

Subject: Sanitary Sewer Letter of Availability
4610 & 4616 Winder Highway
Parcel Id No.: 15037A0000070, 15037A000001
Flowery Branch, Georgia 30542

BILL NASH, P.E.
Director

Dear Mr. Cameron Henderson

JORGE GOMEZ, P.E.
Assistant Director

In response to your request, this letter will serve as confirmation that Hall County has sufficient volume to serve 4610 & 4616 Winder Highway Flowery Branch, Georgia 30542 for a proposed 88 units lot residential development (estimated average daily flow of 17,6000 GPD for multi-family residential) at this time.

The nearest sanitary sewer main to this address is located on Winder Highway. A connection to this sewer tie-in is required to be performed by the developer at their cost. A proposed lift station and force main will also be constructed at the owners cost and location of lift station to be in accordance with the latest sewer master plan. Attached plan does not reflect this location and should be revised prior to LDP. All upstream properties would be provided easements for connection to this lift.

Sanitary sewer capacity allocation is available on a first come, first serve basis by purchasing the sewer taps. As such, this "availability" letter does not guarantee capacity. Additionally, this letter is non-transferable. If the project design changes, this letter is void and a new "availability" letter must be obtained.

If you have any questions or need more information, please call the Hall County Public Works and Utilities Department at 770-531-6800.

Sincerely,

Bill Nash, P.E.

CITY OF
GAINESVILLE

WATER RESOURCES

March 6, 2024

Atlas Development, Inc.
Attn: Cameron Henderson
554 W Main St, Suite 700
Buford, GA 30518

Re: Water Availability
Proposed 88-Unit Residential Development
4610 and 4616 Winder Highway
Parcel 15037A 000070 and 15037A 000001

Dear Mr. Henderson,

The purpose of this letter is to confirm the availability of water service to the above referenced properties.

The City of Gainesville owns and operates an existing 8-inch DIP water main in the right-of-way of Winder Highway, aka S.R. 53, along the frontage of the subject properties.

Currently, the City has adequate domestic water capacity to serve your proposed 88-unit residential development.

This confirmation of water availability is good for one year from the date of this letter at which time, it will become null and void unless engineered plans have been submitted for issuance of a development permit.

Please call me at (770) 538-2475 should you have any questions.

Sincerely,

Daniel Costantini

Daniel Costantini
Civil Engineer II

cc: Nick Swafford, Permitting Services and GIS Manager
Tracy Robar, P.E., Engineering and Construction Division Manager



Hall County Government

BOARD OF COMMISSIONERS

August 15, 2022

Ponderosa Land Holdings, LLC
Attn: Johnny Free
3643 Explorer Trail, Suite B
Oakwood, GA 30566

RE: **Application to Rezone**

Dear Johnny Free:

Please be advised that in its Voting Meeting on August 11, 2022, the Hall County Board of Commissioners voted to approve with conditions the following application.

Application of Ponderosa Land Holdings, LLC to rezone from Agricultural Residential-III (AR-III) and Residential-I (R-I) to Planned Residential Development (PRD) on a 31.64± acre tract located on the west side of Winder Highway at its intersection with Plantation Drive; a.k.a. 4610 & 4616 Winder Highway; Zoned AR-III & R-I; Tax Parcel 15037A000070 & 000001. Proposed use: single family development. Commission District 1.

Conditions:

1. The development shall conform to all Hall County regulations. No variances are granted as part of this rezoning or special use permit application, unless specifically designated as such in these conditions and described in detail. After complying with all Hall County regulations, the development shall (to the extent practical) conform to the site plan and narrative.
2. The proposed residential development shall conform to §17.180.060 Planned Residential Development (PRD) standards, should there be a conflict in the approved site plan and regulations, the regulations shall prevail.
3. There shall be no more than 52 total units in the development.
4. The following standards shall apply to the development:
 - a. Setbacks:
 - i. Front: 30 feet from lot line
 - ii. Side: 5 feet
 - iii. Rear: 20 feet
 - b. All site plans shall indicate that the distance from the rear of the sidewalk to the garage meets or exceeds 22 feet.
 - c. Open Space: minimum of 30%.
 - d. The Open Space and lot configuration shall be redesigned to meet §17.430.110.E and §17.430.110.F, including the requirement that "F. The open space shall be directly accessible to the largest practicable number of lots within the subdivision. Non-adjointing lots shall be provided with safe, convenient access to the open space." The redesigned lot layout shall be approved by the

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

CHAIRMAN
Richard P. Higgins

Kathy L. Cooper, District 1
Billy Powell, District 2
Shelly Echols, District 3
Jeff Stowe, District 4

COUNTY ADMINISTRATOR
Jock A. Connell

ASSISTANT
COUNTY ADMINISTRATOR
Zachary T. Propes

COUNTY CLERK
Jennifer Rivera

- Planning Director prior to submission of the application for a Preliminary Plat/ LDP application.
- e. All trail systems shall be in compliance with §17.430.110.C.
 - f. Buffers: A minimum 50 foot buffer will be required along the north boundary of the property, the 50 foot buffer shall be incorporated into lots 2-22, as shown on the site plan submitted on August 11, 2022. The fence height shall be 6 feet tall and shall be installed 8 feet inside of the buffer into the subdivision lot. The remaining 42 feet shall be landscaped and shall include vegetation of 6 foot at planting. Along Winder Highway, the 6 feet fence shall be installed on the inside of the 10 feet and the landscaping buffer would be on the roadside. Full landscaped with plan submitted to and approved by the Planning and Development Director. The planted buffers shall conform to the requirements as described in section 17.260.020 titled Vegetation Buffers and Vision Clearance.
 - g. Architectural standards: All facades of all residences, 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.
5. There shall be a mandatory homeowners association.
 6. The proposed Stormwater BMP (pond) shall be on a separate "utility" lot that is not a part of the open space.
 7. The proposed sewer lift station shall be on a separate "utility" lot with design, ownership and access to be determined by Hall County Public Works prior to submission of the Preliminary Plat/LDP application.
 8. All access to the development shall be provided via a new road connecting to Winder Highway (GA-53), which shall be reviewed and permitted by GDOT/Hall County Public Works. No lot shall have direct access to Winder Highway. A five (5) foot non-access easement shall be indicated on all lots that have direct frontage to Winder Highway (GA-53).
 9. The lots shall be designed so that all state waters and required buffers (75') do not encroach on individual lots.
 10. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
 11. All conditions of zoning shall be made part of any plats created for the property.
 12. There shall be 5 foot sidewalks required along each side of the streets.
 13. Stream buffer shall meet all 50 foot buffer requirements.
 14. The amenity area shall include parking, swimming pool, restrooms, and mail kiosk; will include on lots 53 and 54. Must be completed by 50% of buildout (26 houses in the amenity package needs to be operational). The hours of operation shall be 8 am to 10 pm. The amenity area will be completely fenced with a 6 foot wooden fence all the way around.

Please contact me if you have questions or if you require any additional information concerning this action of the Board.

Sincerely,



Jennifer Rivera
Hall County Commission Clerk

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Wednesday, April 17, 2024 9:51 AM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning); Kristie Turner (Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 5.20.24

Please find Environmental Health comments below:

Item 1, 3634 Oakland Lane, Parra: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 3001 Athens Hwy, Carroll Daniel: No comment.

Item 3, 4216 Winder Hwy, Johnson: No comment. Public sewer.

Item 4, 4610/4616 Winder Hwy; Georgia South: No comment. Public sewer.

Item 5, 4549 Clarks Bridge, Allen: No comment.

Item 6, 4745 Cagle Mill Road, Boling: No comment. Public sewer.

Item 7, 4745 Cagle Mill Road, Boling: No comment. Public sewer.

Item 8, 4151 Nopone Road, Hemphill: 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 9, 5052 Cagle Road, Poole: No comment. Public sewer.

Item 10, 5079 Old Winder Hwy, Gilliam: No comment. Public sewer.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Thursday, April 18, 2024 4:52 PM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Planning Agenda for May 20, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See comments in red below.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, April 11, 2024 12:27 PM
Subject: Tentative Planning Agenda for May 20, 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, May 20, 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, April 18th**. Email comments to Beth (bgarmon@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – May 6, 2024

NEW BUSINESS

1. [3634 Oakland Lane | Variance | 17.240.010. to reduce the rear yard setback | on a 0.30± acre tract located on the west side of Oakland Lane, approximately 340 feet from its intersection with Pleasant Hill Road | Zoned R-I; Tax Parcel 08032 000045 | Proposed Use: Residential addition | * Commission District 4 | Alexandra Parra, applicant](#) **GDOT coordination not required.**
2. [3001 Athens Highway | Variance | 17.420.050.F. to allow for an internally illuminated monument sign within GCOD | on an 80.79± acre tract located on the east side of Athens Highway \(GA-11\), at its intersection with Baker Road | Zoned I-I & AR-IV \(GCOD\); Tax Parcel 15023 000040 | Propose Use: Monument sign | * Commission District 3 | Carroll Daniel Construction Co. attn: Robert Tieman, applicant](#) **GDOT coordination not required**
3. [4216 Winder Highway | Variance | 17.420.060. to allow for two wall signs within GCOD | on a 3.93± acre tract located on the west side of Winder Highway \(GA-53\), approximately 490 feet from its intersection with Martin Road | Zoned H-B \(GCOD\); Tax Parcel 15044B000011 | Propose Use: Wall sign | * Commission District 1 | Serena Johnston/The Huxton Group, LLC, applicant](#) **GDOT coordination not required.**

4. [4610 & 4616 Winder Highway | Amend Conditions of Zoning](#) | on a combined 31.64± acre tract located on the south side of Winder Highway (GA-53); at its intersection with Plantation Drive | Zoned PRD; Tax Parcels 15037A000070 & 15037A000001 | **Proposed Use: 88-unit townhome development** | ** Commission District 1 | **Georgia South Development, LLC, applicant** **Will required GDOT coordination for driveway access to SR 53/ Winder Hwy**
5. [4549 Clarks Bridge Road | Use Subject to County Commission Approval](#) | on a 11.68± acre tract located on the west side of Clarks Bridge Road (GA-284), approximately 90 feet from North Browning Bridge Road | Zoned AR-IV; Tax Parcel 12071 000052 | **Proposed Use: Equestrian center with variances from the standards** | ** Commission District 3 | **Marie Allen, applicant** **Will required GDOT coordination to ensure that added traffic volumes do not adversely impact the state route intersection**
6. [4745 Cagle Mill Road, 4673 & 4691 Noah Martin Drive | Rezone](#) | from Agricultural Residential III (AR-III) & Agricultural Residential IV (AR-IV) to Planned Residential Development (PRD) | on a combined 130.84± acre tract located on the west side of Cagle Mill Road, at its intersection with Noah Martin Drive | Zoned AR-III & AR-IV; Tax Parcels 15007 000254 (pt.), 15019 000043 & 15019 000114 | **Proposed Use: 349-unit residential development** | ** Commission District 3 | **Josh Boling, applicant** **Will required GDOT coordination for driveway access to SR 365/ Cornelia Hwy**
7. [4745 Cagle Mill Road | Rezone](#) | from Agricultural Residential III (AR-III) & Agricultural Residential IV (AR-IV) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a 10.59± acre tract located on the east side of Cornelia Highway (GA-365), approximately 4,970 feet from Cagle Road | Zoned AR-III & AR-IV; Tax Parcel 15007 00254 (pt.) | **Proposed Use: Industrial development** | ** Commission District 3 | **Josh Boling, applicant** **Will required GDOT coordination for driveway access to SR 365/ Cornelia Hwy**
8. [4151 Nopone Road | Rezone](#) | from Agricultural Residential IV (AR-IV) & Suburban Shopping (S-S) to Planned Industrial Development (PID) | on a 14.06± acre tract located on the north side of Nopone Road, approximately 623 feet from its intersection with Cleveland Highway (GA-11) | Zoned AR-IV & S-S; Tax Parcel 12026 000004 (pt.) | **Proposed Use: Self-storage facility** | ** Commission District 3 | **John Hemphill c/o Cloudwalker Investments, LLC, applicant** **GDOT coordination not required**
9. [5052 Cagle Road | Rezone](#) | from Agricultural Residential IV (AR-IV) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a 20.98± acre tract located on the south side of Cagle Road, at its intersection with Lula Road (GA-52) | Zoned AR-IV; Tax Parcel 09084 000003 | **Proposed Use: Industrial development** | ** Commission District 3 | **Gregg Poole, applicant** **Will required GDOT coordination for driveway access to SR 52**
10. [5079 Old Winder Highway | Rezone](#) | from Residential I (R-I) to Planned Residential Development (PRD) | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection with Daylily Drive | Zoned R-I; Tax Parcel 15038 000059 | **Proposed Use: 105-unit townhome development** | ** Commission District 1 | **Steven P. Gilliam, applicant** **Will required GDOT coordination for driveway access to state route**

*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, June 27, 2024**, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, June 27, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

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



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: April 18, 2024

t: 770.531.6800 | f: 770.531.3945

Subject: May 20, 2024 - Hall County Planning Commission Agenda

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the May 20, 2024 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. [3634 Oakland Lane | Variance | 17.240.010. to reduce the rear yard setback | on a 0.30± acre tract located on the west side of Oakland Lane, approximately 340 feet from its intersection with Pleasant Hill Road | Zoned R-I; Tax Parcel 08032 000045 | Proposed Use: Residential addition | * Commission District 4 | Alexandra Parra, applicant](#)

- a. **Engineering:** No comment.
- b. **Traffic:** No comment.
- c. **Utilities:** No comment.

2. [3001 Athens Highway | Variance | 17.420.050.F. to allow for an internally illuminated monument sign within GCOD | on an 80.79± acre tract located on the east side of Athens Highway \(GA-11\), at its intersection with Baker Road | Zoned I-I & AR-IV \(GCOD\); Tax Parcel 15023 000040 | Propose Use: Monument sign | * Commission District 3 | Carroll Daniel Construction Co. attn: Robert Tieman, applicant](#)

- a. **Engineering:** No comment
- b. **Traffic:** No comment.
- c. **Utilities:** No comment

3. [4216 Winder Highway | Variance | 17.420.060. to allow for two wall signs within GCOD | on a 3.93± acre tract located on the west side of Winder Highway \(GA-53\), approximately 490 feet from its intersection with Martin Road | Zoned H-B \(GCOD\); Tax Parcel 15044B000011 | Propose Use: Wall sign | * Commission District 1 | Serena Johnston/The Huxton Group, LLC, applicant](#)

- a. **Engineering:** No comment.
- b. **Traffic:** No comment
- c. **Utilities:** No comment

4. [4610 & 4616 Winder Highway | Amend Conditions of Zoning | on a combined 31.64± acre tract located on the south side of Winder Highway \(GA-53\); at its intersection with Plantation Drive | Zoned PRD; Tax Parcels 15037A000070 & 15037A000001 | Proposed Use: 88-unit townhome development | ** Commission District 1 | Georgia South Development, LLC, applicant](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show FEMA and Hall County studied Flood plains that are present on site
Roads should be private
 - b. **Traffic:** GDOT access permit required
Recommend internal roadways be private and maintained by an HOA or property management company.
Unit driveways are shown as 22 feet in length to the sidewalk parked vehicles may protrude onto the right-of-way. Larger vehicles may protrude over the sidewalk. Recommend a minimum of 22 feet driveways to the proposed right-of-way and not to the sidewalk.
 - c. **Utilities:** Sanitary sewer located adjacent to site.

5. [4549 Clarks Bridge Road | Use Subject to County Commission Approval | on a 11.68± acre tract located on the west side of Clarks Bridge Road \(GA-284\), approximately 90 feet from North Browning Bridge Road | Zoned AR-IV; Tax Parcel 12071 000052 | Proposed Use: Equestrian center with variances from the standards | ** Commission District 3 | Marie Allen, applicant](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
 - b. **Traffic:** No comment
 - c. **Utilities:** No comment

6. [4745 Cagle Mill Road, 4673 & 4691 Noah Martin Drive | Rezone | from Agricultural Residential III \(AR-III\) & Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 130.84± acre tract located on the west side of Cagle Mill Road, at its intersection with Noah Martin Drive | Zoned AR-III & AR-IV; Tax Parcels 15007 000254 \(pt.\), 15019 000043 & 15019 000114 | Proposed Use: 349-unit residential development | ** Commission District 3 | Josh Boling, applicant](#)
 - a. **Engineering:** Property is in major flood area
Show FEMA and Hall County studied Flood plains that are present on site
Property is in north Oconee WPD
Show N. Oconee WPD buffers
No rise study required for construction in flood zone
Roads should be private
 - b. **Traffic:** Roadways are shown as private, however, this should be required.

Access from Cornelia Hwy (SR 365) is shown as private, however, Label indicates “end of county maintained right-of-way” internally. Clarify. Additional comments may be necessary after clarification.

Fire only access on White Hall Road must be gated and no ability for internal traffic to turn around is provided

Recommend the gravel section of Cagle Mill Road be improved to county paved standards to White Hall Road in order to facilitate site traffic to and from Old Cornelia Hwy.

Site plan indicates a fire only access on Cagle Mill Road labeled as “Gated fire only entrance with Knox Box” However no access is shown. Clarify.

GDOT permit required for Cornelia Hwy (SR 365) access.

- c. **Utilities:** Hall County lift station on GA 365

- 7. [4745 Cagle Mill Road | Rezone | from Agricultural Residential III \(AR-III\) & Agricultural Residential IV \(AR-IV\) to Planned Industrial Development \(PID\) & Gateway Corridors Overlay District \(GCOD\) | on a 10.59± acre tract located on the east side of Cornelia Highway \(GA-365\), approximately 4,970 feet from Cagle Road | Zoned AR-III & AR-IV; Tax Parcel 15007 00254 \(pt.\) | Proposed Use: Industrial development | ** Commission District 3 | Josh Boling, applicant](#)

- a. **Engineering:** See #6 comments

- b. **Traffic:** GDOT permit required for Cornelia Hwy (SR365) access.

- Very short section of entrance is proposed to be county maintained but should be a private driveway.

- c. **Utilities:** Hall county lift station on GA 365

- 8. [4151 Nopone Road | Rezone | from Agricultural Residential IV \(AR-IV\) & Suburban Shopping \(S-S\) to Planned Industrial Development \(PID\) | on a 14.06± acre tract located on the north side of Nopone Road, approximately 623 feet from its intersection with Cleveland Highway \(GA-11\) | Zoned AR-IV & S-S; Tax Parcel 12026 000004 \(pt.\) | Proposed Use: Self-storage facility | ** Commission District 3 | John Hemphill c/o Cloudwalker Investments, 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:** Access must meet Hall County Commercial standards

- A trip generation report and turn lane analysis must be completed to determine if improvements to Nopone Road are warranted.

- c. **Utilities:** No gravity sewer lift station adjacent to site

- 9. [5052 Cagle Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Industrial Development \(PID\) & Gateway Corridors Overlay District \(GCOD\) | on a 20.98± acre tract located on the south side of Cagle Road, at its intersection with Lula Road \(GA-52\) | Zoned AR-IV; Tax Parcel 09084 000003 | Proposed Use: Industrial development | ** Commission District 3 | Gregg Poole, 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:** GDOT permit required for access to Lula Road (SR 52) Internal road should be private and not County maintained. No access to Cagle Road is shown on the site plan, however, recommend a condition that access to Cagle Road is prohibited.
- c. **Utilities:** No sanitary sewer lines available.

10. [5079 Old Winder Highway | Rezone | from Residential I \(R-I\) to Planned Residential Development \(PRD\) | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection with Daylily Drive | Zoned R-I; Tax Parcel 15038 000059 | Proposed Use: 105-unit townhome development | ** Commission District 1 | Steven P. Gilliam, 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. Roads should be private
- b. **Traffic:** GDOT approval / permit required for Old Winder Hwy (SR211) Internal roadways shown on site plan will not meet county standards and no variances were requested. If approved as shown, recommend roadways be private and not county maintained. Unit driveways are shown as 22 feet in length to the sidewalk. Parked vehicles may protrude onto the right-of-way. Larger vehicles may protrude over the sidewalk. Recommend a minimum of 22 feet driveways to proposed right-of-way and not to the sidewalk.
- c. **Utilities:** No sanitary sewer adjacent to site

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Wednesday, April 17, 2024 4:11 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning)
Subject: Fire Comment

Monday, May 20, 2024 Hall County Planning Commission Meeting.

[4610 & 4616 Winder Highway | Amend Conditions of Zoning | on a combined 31.64+ acre tract located on the south side of Winder Highway \(GA-53\); at its intersection with Plantation Drive | Zoned PRD; Tax Parcels 15037A000070 & 15037A000001 | Proposed Use: 88-unit townhome development | ** Commission District 1 | Georgia South Development, LLC, applicant](#)

The Hall County Fire Marshal's Office considers the plan conceptual in nature and if approved may require modifications during the development review process.

Regards,

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



Anael Dominguez (CDI: Planning)

From: Sarah Crowe (Administration)
Sent: Monday, May 20, 2024 2:59 PM
To: Anael Dominguez (CDI: Planning)
Subject: RE: Online Form Submittal: Planning Commission Comments - May 20, 2024

My name is Terrel Strickland and I live at 4606 Winder Highway. I strongly oppose this 88 townhouse development.

A density of 2.77 is not okay.

There is no mention of amenities or 6' wood fence. Also, there are no townhomes in Chestnut Mountain. At times, school traffic completely blocks both south bound lanes of highway 53.

Please consider the following:

1. Locate the 50' buffer with 6' wood fence outside my easement
2. Deceleration lane off 53 start past my easement driveway
3. 30 days after first grade – complete green space and wood fence
4. Add language as to upkeep of green space and 6' wood fence

Sarah Crowe

Communications and Strategic Engagement Manager
Hall County Government
O: 770-533-7858
C: 470-941-3634
scrowe@hallcounty.org

Schedule with me: https://calendly.com/sarah_crowe/meeting



From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Monday, May 20, 2024 8:30 AM
To: Sarah Crowe (Administration) <scrowe@hallcounty.org>
Subject: RE: Online Form Submittal: Planning Commission Comments - May 20, 2024

Good morning,

I keep trying to use the link below but it isn't working. Are you able to open it? I've had this issue in the past and Brian had to put in a ticket with CivicPlus.

Thank you,
Ana

From: noreply@civicplus.com <noreply@civicplus.com>

Sent: Sunday, May 19, 2024 10:36 PM

To: Jennifer Rivera (Administration) <jrivera@hallcounty.org>; Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>; Abril Olivas (Administration) <aolivas@hallcounty.org>; Sarah Crowe (Administration) <scrowe@hallcounty.org>; Jordan Hood (Administration) <jordan.hood@hallcounty.org>

Subject: Online Form Submittal: Planning Commission Comments - May 20, 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.

Planning Commission Comments - May 20, 2024 - Submission #97884

A form has been submitted! The form contents are not displayed in this email for security purposes, but you can [view the form](#)

If clicking the link doesn't work, please copy and paste the link into your browser.

<http://www.hallcounty.org/Admin/FormCenter/Submissions/Edit?id=97884&categoryID=0&formID=511&displayType>

Thanks,
Hall County, GA

ZONING NOTICE

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

APPLICANT: **GEORGIA SOUTH DEVELOPMENT, LLC**

REQUEST: **AMEND CONDITIONS OF ZONING FOR AN 88 UNIT TOWNHOME DEVELOPMENT**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: **MAY 20, 2024**

Time: **5:15 P.M.**

&

PLANNING COMMISSION

Date: **JUNE 27, 2024**

Time: **6:00 P.M.**

HALL COUNTY GOVERNMENT CENTER, 2875 BROWN'S BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



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Time: **5:15 PM** Time: **6:00 PM**

HALL COUNTY GOVERNMENT CENTERS, BROWN'S BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

Jennifer Rivera (Administration)

From: Ryan Smith <ryan2uga@gmail.com>
Sent: Tuesday, June 25, 2024 10:45 PM
To: Richard Higgins (County Commissioner); Kathy Cooper (County Commissioner); Billy Powell (County Commission); Gregg Poole (County Commissioner); Jeff Stowe (County Commission)
Cc: Jennifer Rivera (Administration); Open Records - Administration
Subject: BOC hearing - Winder Highway townhome development

Some people who received this message don't often get email from ryan2uga@gmail.com. [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.

To the Hall County Board of Commissioners –

I'm writing in opposition to the proposed townhome development at 4610 and 4616 Winder Highway. There are two main reasons – both of which are equally concerning – plus additional supporting reasons such as traffic on Winder Highway, the impact on schools and the public safety risks of having attached homes.

I do not know the applicant, his company or his representation. I'm sure he means well, and I do believe there is a need for this type of development. But this is **NOT** the place. It's worth saying again... this is **NOT** the place.

First, the proposal is **COMPLETELY** out of compliance with the county's Comprehensive Plan and is severely out of character with surrounding developments. There isn't a townhome development anywhere in Hall County that is this far from major commercial and retail corridors. The only such development that I'm aware of in Hall County is a short walk from the intersection of Spout Springs and Friendship roads – the ideal area for a development of this type. Even Hall County Planning agreed in its staff report – the proposal calls for considerably higher density than surrounding area and availability of other properties in the county that are more suitable.

At the Planning Commission hearing on this matter in regard to density, Mr. Gilliam presented a list of recent developments approved in South Hall with a density of greater than two units/acre. What he failed to mention is that those developments are detached single-family homes – not connected townhomes. I feel this is an important distinction.

My second major reason for objection is that approval would be in direct violation of the Official Code of Hall County - 17.180.060 that provides the basis for PRDs. It isn't just a couple of small variances here and there... in fact it's so far out of code that it's amazing that this is even under consideration.

- Lot sizes – 2,400 square foot lots when the code calls for minimum of 8,000 (if these are considered single-family residences). The difference is even greater going by multi-family regulations – 40,000 square feet vs. approx. 8,850 sq ft for a cluster of four units together
- Garage width – asking for 20 feet more
- Setbacks – asking for 10 to 15 feet under what is allowed in the Code
- Density – asking for a rate nearly greater than 25 percent of what is allowed

Hall County has a Comprehensive Plan and a Code for a reason, and it should be followed. The Chairman agreed at the Work Session when asked as much.

If this Commission sees fit to approve something so egregiously outside the boundaries of the Code and the law, then what's the point of having it in the first place? And why should this body be above that law when individuals who violate items in the same code face consequences for those actions? If we as citizens are bound to the law, so should this board which swore an oath to uphold it.

Thank you for your time,

Ryan Smith
3926 Ellison Farm Road
Braselton, GA 30517
(678) 316-1880 - mobile