



**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, August 22, 2024 - 06:00 PM

Call to Order

Approve Agenda

Invocation

- 1 Vice Chairman Gregg Poole

Pledge

- 2 Commissioner Billy Powell

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

Consent Agenda

- 3 Approve the August 19, 2024 Work Session minutes.
- 4 Approve the August 8, 2024 Voting Meeting minutes.
- 5 Approve the August 8, 2024 Executive Session minutes.
- 6 Approve the August 8, 2024 Meeting minutes.
- 7 Approval and authorization for the Chairman or Vice Chairman to execute a master lease agreement between Hall County and the State Properties Commission for lease of the District 2 Public Health Building, located at 1280 Athens Highway, and authorization for the Chairman or Vice Chairman to execute any and all documents necessary to effectuate the lease, subject to review and approval by the County Attorney.
- 8 Approve the purchase of a set of six (6) EARTHLIFT Mobile Lifts for Fleet Maintenance to Stertil-Koni USA, Inc. of Stevensville, MD, in the amount of \$93,705.66.
- 9 Approve the declaration of surplus vehicles and authorize the Chairman or Vice Chairman to execute any and all documents necessary to declare as surplus and unserviceable, and authorize the Purchasing Division to upload for auction on GovDeals.com auction website, subject to review and approval by the County Attorney.

- 10 Approve the purchase to remount two (2) Osage ambulances for Fire Rescue to Ten-8 Fire and Safety, LLC of Bradenton, FL, in the amount of \$715,654.00.
- 11 Approval and authorization for the Chairman or Vice Chairman to execute an Intergovernmental Agreement between the Town of Braselton and Hall County regarding sanitary sewer billing, subject to review and approval by the County Attorney.
- 12 Approve the Utility Relocation Agreement between Hall County and Georgia Power Company regarding the relocation of utility poles for the White Sulphur Road Realignment Project, subject to review and approval by the County Attorney. The estimated cost is \$380,853.00.
- 13 Approval and authorization for the Chairman or Vice Chairman to execute an Early Acquisition Request to the Georgia Department of Transportation (GDOT) regarding twenty (20) parcels on the Spout Springs Road Phase II Project (Batch 2); authorization for the Chairman or Vice Chairman to execute any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.
- 14 Approval and authorization for the Chairman or Vice Chairman to execute a Settlement Agreement for the purchase of real property located at 7202 Sherwood Mill Drive, Hall County, Georgia, tax parcel number 15041 000131, for the sum of \$610,302.00, which includes qualifying moving expenses in the amount of \$3,525.00, required for the construction of the Spout Springs Road Phase 2 Project, and authorization for the Chairman or Vice Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

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

- 15 **0 & 4435 Ridge Road | Rezone |** from Planned Residential Development (PRD) & Suburban Shopping (S-S) to Planned Commercial Development (PCD) | on a combined 74.38± acre tract located on the east side of Ridge Road at its intersection with Friendship Road | Zoned PRD & S-S; Tax Parcels 08154 000022 & 000017 | **Proposed Use: Mixed-use development |** Commission District 1 | **Scott Puckett, Inc., 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 (08/19/24)
REPORT TO: Voting Meeting (08/22/24)
ITEM NO: 609/2023
SUBJECT: Vice Chairman Gregg Poole

Meetings:

Work Session Date: 08/19/24 **Voting Meeting Date:** 08/22/24

Executive Summary:

Presenter: n
Recommendation:
n/a

Purpose of Request: **History:**

Facts and Issues: **Options:**

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

Approvals:

| | |
|---------|-------|
| Approve | Clerk |
| AO | AO |

Attachments:



AGENDA ITEM

Pledge

REPORT TO: Work Session (08/19/24)
REPORT TO: Voting Meeting (08/22/24)
ITEM NO: 610/2023
SUBJECT: Commissioner Billy Powell

Meetings:

Work Session Date: 08/19/24 **Voting Meeting Date:** 08/22/24

Executive Summary:

Presenter: n
Recommendation:
n/a

Purpose of Request: **History:**

Facts and Issues: **Options:**

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

Approvals:

| | |
|---------|-------|
| Approve | Clerk |
| AO | AO |

Attachments:



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (08/19/24)

REPORT TO: Voting Meeting (08/22/24)

ITEM NO: 466/2024

SUBJECT: Approve the August 19, 2024 Work Session minutes.

Meetings:

Work Session Date: 08/19/24 **Voting Meeting Date:** 08/22/24

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request: Approve the August 19, 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? 2024-08-22

Approvals:

| Approve | Attorney | Administration | Clerk |
|---------|----------|----------------|-------|
| JR | WLI | CR | JR |

Attachments:

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

Call to Order

Vice Chairman Poole at 3:00 p.m.

Present:

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

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

Administration

Ms. Crumley addressed the Board.

- 1 Approval and authorization for the Chairman or Vice Chairman to execute a master lease agreement between Hall County and the State Properties Commission for lease of the District 2 Public Health Building, located at 1280 Athens Highway, and authorization for the Chairman or Vice Chairman to execute any and all documents necessary to effectuate the lease, subject to review and approval by the County Attorney.

Consent

Central Services

Kevin Ivey, Director of Central Services, addressed the Board.

- 2 Approve the purchase of a set of six (6) EARTHLIFT Mobile Lifts for Fleet Maintenance to Stertil-Koni USA, Inc. of Stevensville, MD, in the amount of \$93,705.66.

Consent

Financial Services

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

- 3 Approve the declaration of surplus vehicles and authorize the Chairman or Vice Chairman to execute any and all documents necessary to declare as surplus and unserviceable, and authorize the Purchasing Division to upload for auction on GovDeals.com auction website, subject to review and approval by the County Attorney.

Consent

Fire Rescue

Jerry Smith, Fire Chief, addressed the Board.

- 4 Approve the purchase to remount two (2) Osage ambulances for Fire Rescue to Ten-8 Fire and Safety, LLC of Bradenton, FL, in the amount of \$715,654.00.

Consent

Planning & Zoning

Beth Garmon, Director of Planning and Zoning, addressed the Board.

- 5 **0 & 4435 Ridge Road | Rezone** | from Planned Residential Development (PRD) & Suburban Shopping (S-S) to Planned Commercial Development (PCD) | on a combined 74.38± acre tract located on the east side of Ridge Road at its intersection with Friendship Road | Zoned PRD & S-S; Tax Parcels 08154 000022 & 000017 | **Proposed Use: Mixed-use development** | Commission District 1 | **Scott Puckett, Inc., applicant**

Public Works and Utilities

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

- 6 Approval and authorization for the Chairman or Vice Chairman to execute an Intergovernmental Agreement between the Town of Braselton and Hall County regarding sanitary sewer billing, subject to review and approval by the County Attorney.

Consent

- 7 Approve the Utility Relocation Agreement between Hall County and Georgia Power Company regarding the relocation of utility poles for the White Sulphur Road Realignment Project, subject to review and approval by the County Attorney. The estimated cost is \$380,853.00.

Consent

- 8 Approval and authorization for the Chairman or Vice Chairman to execute an Early Acquisition Request to the Georgia Department of Transportation (GDOT) regarding twenty (20) parcels on the Spout Springs Road Phase II Project (Batch 2); authorization for the Chairman or Vice Chairman to execute any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Consent

- 9 Approval and authorization for the Chairman or Vice Chairman to execute a Settlement Agreement for the purchase of real property located at 7202 Sherwood Mill Drive, Hall County, Georgia, tax parcel number 15041 000131, for the sum of \$610,302.00, which includes qualifying moving expenses in the amount of \$3,525.00, required for the construction of the Spout Springs Road Phase 2 Project, and authorization for the Chairman or Vice Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Consent

County Administrator

Mr. Propes addressed the Board and stated the following:

- *Shared WINS which included the Transportation SPLOST video, website and flyers, which have been released to the public.*
- *For the 32nd year, The Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Hall County Government the Certificate of Achievement for Excellence in Financial Reporting for its annual audit for FY 2023 Thanked Financial Services Director Taylor Samples and staff, department directors, constitutional officers and the Board of Commissioners for their commitment to excellence.*
- *Hall County offices will be closed on Monday, September 2, 2024 in observance of the Labor Day holiday.*

Public Comments

There were no comments from the public.

Commission Time

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

- *Amy Sutherland (Norton Agency)*
- *Holly Johnson (Habitat for Humanity of Hall County)*

Vice Chairman Gregg Poole, District 3, mentioned an issue he heard about involving immigration in Gillsville recently and his concerns regarding the situation.

Adjourn

Vice Chairman Poole adjourned the meeting at 3:13 p.m.



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (08/19/24)
REPORT TO: Voting Meeting (08/22/24)
ITEM NO: 467/2024
SUBJECT: Approve the August 8, 2024 Voting Meeting minutes.

Meetings:

Work Session Date: 08/19/24 **Voting Meeting Date:** 08/22/24

Executive Summary:

Presenter: CA
Recommendation: Approve.

Purpose of Request: Approve the August 8, 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? 2024-08-22

Approvals:

| Approve | Attorney | Administration | Clerk |
|---------|----------|----------------|-------|
| JR | WLI | CR | JR |

Attachments:

August 8, 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, August 08, 2024 - 06:00 PM

Call to Order

Vice Chairman Poole at 6:00 p.m.

Present:

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

Also present were Assistant County Administrators Katie Crumley and Casey Ramsey, Commission Clerk Jennifer Rivera, Deputy Commission Clerk Ana Dominguez, County Attorney William Linkous III, and Assistant County Attorney Justin Lawhon

Approve Agenda

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

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Invocation

1 Vice Chairman Gregg Poole

Pledge

2 Commissioner Kathy Cooper

Public Comments

There were no comments from the public.

Proclamation/s

- 3 Approve the Proclamation proclaiming August 22, 2024 as President David L. Barnett Day.

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

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Consent Agenda

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

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

- 4 Approve the August 5, 2024 Work Session minutes.

- 5 Approve the July 25, 2024 Voting Meeting minutes.

- 6 Approve the July 25, 2024 Executive Session minutes.

- 7 Approve the July 25, 2024 Meeting minutes.

- 8 Approve the resolution regarding two (2) memorandum of understanding agreements related to the Gateway Industrial Centre, subject to review and approval by the County Attorney.

- 9 Approve the nominations of Jenny Floyd, Denise Deal and Shelly Echols to the Hospital Authority for a term from 10/1/2024 to 9/30/2027. Commission District 3.

- 10 Approve the nominations of Ben Hawkins, Lee Rogers and John Geyer to the Hospital Authority for a term from 10/1/2024 to 9/30/2027. Commission District 4.
- 11 Approve the agreement with Bates, Carter and Company, LLP for Financial Services for the FY 2024 annual audit services and authorize the Chairman or Vice Chairman to execute all necessary documents. The estimated cost is \$139,500.00.
- 12 Approve the multi-year lease agreement for five (5) in-vehicle Axon Respond Dash Cameras for Fire Rescue from Axon Enterprises, Inc. of Scottsdale, AZ, in the amount of \$71,373.00.
- 13 Approve the preventative maintenance agreement for ambulance stretchers for Fire Rescue to Stryker Medical of Chicago, IL. The estimated annual cost is \$54,540.80.
- 14 Approve the sole source purchase of disposable EMS supplies for Fire Rescue to Zoll Medical Corporation of New York, NY. The estimated annual cost is \$70,000.00.
- 15 Approve the resolution amending the Hall County Employee Handbook, subject to review and approval by the County Attorney.
- 16 Approve the resolution amending the retiree health coverage policy and procedures for Other Post Employment Benefits (OPEB), subject to review and approval by the County Attorney.
- 17 Approve the request from the Lake Lanier Association for a waiver of Hall County Landfill tipping fees (the estimated tipping fees are \$2,100.00) for approximately 35 tons of trash to be collected during the Shore Sweep event scheduled for September 21, 2024.
- 18 Approve the Change Order #7 of RFP #31-014 Design Services for Spout Springs Road Widening to include completion of the Georgia Department of Transportation's (GDOT) Preliminary Field Plan Review (PFPR) process for the Spout Springs Road Widening Phase II, Final Design and Engineering to STV Incorporated of Duluth, GA, in the amount of \$241,957.34.
- 19 Approval and authorization for the Chairman or Vice Chairman to execute a Gas Utility Easement between Hall County and Liberty Utilities Corp. to construct, operate, maintain, repair, renew and rebuild under the easement area its lines for providing gas service at 1290 SE Athens Street. Commission District 4.
- 20 Approve the award of RFQ/P#43-021 Construction Manager at Risk for Hall County Health Department Campus Renovations - Guaranteed Maximum Price Package #2 for Public Works & Utilities to Hogan Construction Group, LLC of Peachtree Corners, GA, in the amount of \$6,359,283.00.
- 21 Approve the purchase of thirty (30) vehicles for the Sheriff's Office:
 - a. Twenty-four (24) 2024 Ford Police Interceptors from Brannen Motor Company of Unadilla, GA, in the amount of \$1,104,000.00.
 - b. Six (6) 2023 Dodge Charger Police Vehicles from Jacky Jones Chrysler Dodge Jeep Ram of Cleveland, GA, in the amount of \$210,996.00.

- 22 Approve the 2023 personal property refund in the amount of \$115,693.57 for overpayment of Hall County taxes regarding property located at 2125 Candler Road, Gainesville, GA to Cottrell Properties LP.
- 23 Approve the 2022 and 2023 personal property refund in the amount of \$22,198.58 for overpayment of Hall County taxes regarding account #339119 in the name of Supermercado Talpa #11.

Other Business - Appointments for Consideration

- 24 Hospital Authority Nominations (3) for a term from 10/1/2024 to 9/30/2027. Commission District 2.

Commissioner Powell/Commissioner Stowe — nominations of Preston Bowen, Pat Powell and Jimmy Faulkner — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

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

Beth Garmon, Director of Planning and Zoning, addressed the Board.

- 25 **5608 Azelia Drive | Rezone** | from Agricultural Residential III (AR-III) and Vacation Cottage (V-C) to Vacation Cottage (V-C) | on a 40.11± acre tract located on the north side of Azelia Drive, at its intersection with Williamson Drive | Zoned AR-III & V-C; Tax Parcel 11156 000025 | **Proposed Use: 14-lot residential subdivision** | Commission District 2 | **Rochester** | **DCCM, applicant** Note: Tabled at the July 11, 2024 Voting Meeting until the August 8, 2024 Voting Meeting.

Mr. Lawhon introduced items 25 and 26, which were heard together. Ms. Garmon discussed the items.

Commissioner Powell/Commissioner Stowe — approve remove item 25 from the table — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Mr. Lawhon conducted the Public Hearing.

The following people addressed the Board regarding both items 25 and 26:

Favor:

- *Bradley Dunkel, 425 Oak Street, Gainesville*

Opposition:

- *Wes Robinson, 200 E. E. Butler Parkway, Gainesville*
- *Al Hammermiller, 5694 Azelia Drive, Gainesville*
- *Robert Findley, 5686 Azelia Drive, Gainesville*
- *Richard George, 5649 Azelia Drive, Gainesville*
- *David Brown, 5669 Azelia Drive, Gainesville*
- *Mike Bodri, 5641 Ridgeway Circle, Gainesville*
- *Diane Worsher, 5694 Azelia Drive, Gainesville*

Commissioner Powell/Commissioner Stowe — approve with the eleven (11) conditions listed below — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Conditions:

1. *The property shall be developed in accordance with the site plan dated August 8, 2024, and as described in the project narrative submitted April 8, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
2. *The property shall be subdivided into a maximum of 14 residential building lots in accordance with the requirements of the Vacation Cottage (V-C, 17.50) zoning district as detailed in 17.240 (area and setback requirements).*
3. *The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."*

4. *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, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.*
5. *All conditions of zoning shall be made part of any plats created for the property.*
6. *Mass grading is prohibited; no more than three lots shall be graded at a time. Once graded lots are stabilized, additional lots may be graded. At no time shall more than three lots be disturbed.*
7. *There shall be a no access easement along Azelia Drive on the west side of Lots 3, 4, 5, and 6 as depicted on the site plan dated August 8, 2024.*
8. *Driveways for the development will be limited to three new driveways on Azelia Drive and one replacement driveway on Williamson Drive. Additional lots will require access from these shared drives with access easements. The 20' wide paved surface of Azelia Drive should be extended from Ridgeway Circle to the farthest corner of the lot accessed by the new driveway farthest west along the road. Improved roadways must meet the current AASHTO standards for a 25mph speed design and may require additional permanent and/or temporary construction easements for slopes and drainage. All costs associated with these improvements shall be the responsibility of the developer.*
9. *The developer shall dedicate 30 feet of right-of-way along the entire length of the subject property where adjacent to the existing 30 foot right-of-way of Azelia Drive to expand the road to a total 60 foot right-of-way. An emergency service vehicle turnaround shall be constructed by the developer in the right-of-way known as Deer Drive as referenced in Plat Book 881 page 214. All costs associated with these improvements shall be the responsibility of the developer.*
10. *The developer shall dedicate 15 feet of right-of-way along the entire length of the subject property where adjacent to the existing 30 foot right-of-way of Williamson Drive to expand the road to a total 45 foot right-of-way. Additional right-of-way shall be dedicated at the termination of Williamson Drive. The developer will be responsible for the construction of an emergency service vehicle turnaround with a 60 foot radius. All costs associated with these improvements shall be the responsibility of the developer.*
11. *The developer shall construct a construction entrance to prevent all construction trucks from parking on Azelia Drive.*

26

5608 Azelia Drive | Use Subject to County Commission Approval | on a 40.11± acre tract located on the north side of Azelia Drive, at its intersection with Williamson Drive | Zoned AR-III & V-C; Tax Parcel 11156 000025 | **Proposed Use: 14-lot residential subdivision |** Commission District 2 | **Rochester | DCCM, applicant** Note: Tabled at the July 11, 2024 Voting Meeting until the August 8, 2024 Voting Meeting.

Items 25 and 26 were heard together. See item 25 for public hearing details.

Commissioner Powell/Commissioner Poole — approve remove item 26 from the table — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Commissioner Powell/Commissioner Stowe — approve with the eleven (11) conditions listed below — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Conditions:

- 1. The property shall be developed in accordance with the site plan dated August 8, 2024, and as described in the project narrative submitted April 8, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
- 2. The property shall be subdivided into a maximum of 14 residential building lots in accordance with the requirements of the Vacation Cottage (V-C, 17.50) zoning district as detailed in 17.240 (area and setback requirements).*
- 3. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."*
- 4. 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, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.*
- 5. All conditions of zoning shall be made part of any plats created for the property.*
- 6. Mass grading is prohibited; no more than three lots shall be graded at a*

- time. Once graded lots are stabilized, additional lots may be graded. At no time shall more than three lots be disturbed.*
- 7. There shall be a no access easement along Azelia Drive on the west side of Lots 3, 4, 5, and 6 as depicted on the site plan dated August 8, 2024.*
 - 8. Driveways for the development will be limited to three new driveways on Azelia Drive and one replacement driveway on Williamson Drive. Additional lots will require access from these shared drives with access easements. The 20' wide paved surface of Azelia Drive should be extended from Ridgeway Circle to the farthest corner of the lot accessed by the new driveway farthest west along the road. Improved roadways must meet the current AASHTO standards for a 25mph speed design and may require additional permanent and/or temporary construction easements for slopes and drainage. All costs associated with these improvements shall be the responsibility of the developer.*
 - 9. The developer shall dedicate 30 feet of right-of-way along the entire length of the subject property where adjacent to the existing 30 foot right-of-way of Azelia Drive to expand the road to a total 60 foot right-of-way. An emergency service vehicle turnaround shall be constructed by the developer in the right-of-way known as Deer Drive as referenced in Plat Book 881 page 214. All costs associated with these improvements shall be the responsibility of the developer.*
 - 10. The developer shall dedicate 15 feet of right-of-way along the entire length of the subject property where adjacent to the existing 30 foot right-of-way of Williamson Drive to expand the road to a total 45 foot right-of-way. Additional right-of-way shall be dedicated at the termination of Williamson Drive. The developer will be responsible for the construction of an emergency service vehicle turnaround with a 60 foot radius. All costs associated with these improvements shall be the responsibility of the developer.*
 - 11. The developer shall construct a construction entrance to prevent all construction trucks from parking on Azelia Drive.*

27 **4141 Old Cornelia Highway | Amend Conditions |** of a Planned Residential Development (PRD) on a 56.42± acre tract located on the north side of Old Cornelia Highway, approximately 636 feet from its intersection with Arthur Miller Road | Zoned PRD, Tax Parcel 15019 000023 | **Proposed Use: Drug and Alcohol Residential Treatment Facility |** Commission District 3 | **Lewis Holdings, LLC, applicant.**

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

The following people addressed the Board:

Favor:

- Bobby Bullard, 1235 Prospect Road, Lawrenceville*
- Trey Lewis, 2358 Maddox Road, Buford*

Opposition:

- Eddie Smith, 4125 Old Cornelia Highway, Gainesville*
- Frances Law, 4125 Old Cornelia Highway, Gainesville*

Commissioner Poole/Commissioner Powell — approve with the seven (7) conditions listed below — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Conditions:

- 1. The property shall be developed in accordance with the site plan dated December 6, 2023 and as described in the project narrative submitted on December 11, 2023, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
- 2. Metal buildings and chain link fencing are prohibited.*
- 3. Any outdoor lighting on the premises shall be of a non-spill type.*
- 4. All conditions of zoning shall be made part of any plat(s) or plans created for the property.*
- 5. The developer shall cooperate with the Fire Marshal's office, and all other appropriate departments and agencies, to obtain proper and retroactive permits for any improvements that were not previously approved.*
- 6. A 50 foot transitional buffer shall be required extending 600 feet from the eastern lot line intersecting with the right-of-way of Old Cornelia Highway and continuing north along the eastern property line.*
- 7. There shall be a landscape buffer along the boundary which borders 4125 and 4129 Old Cornelia Highway. The landscape buffer shall be a minimum of 20 feet and be planted with 6 foot minimum height evergreen trees in order to provide sufficient screening of the development. Final review of the landscape plan shall be subject to the approval of the Director of Planning and Zoning or their designee.*

3969 Bolding Road | Rezone | from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) | on a 29.65± acre tract located on the east side of Bolding Road, approximately 356 feet from its intersection with Pierce Drive | Zoned AR-III; Tax Parcel 15036B000037 | **Proposed Use: 59-lot single-family development** | Commission District 1 | **CMWB Company, LLC, applicant**

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

The following people addressed the Board:

Favor:

- *Cameron Grogan, 5875 Pine Brook Road, Atlanta*
- *Rae Vaughn, 4068 Talmo Road, Talmo*
- *Allen Dillinger, 4785 Sherman Allen Road, Gainesville*

Opposition:

- *Tim Couch, 4000 Bolding Road, Flowery Branch*
- *Donnie Gilleland, 4003 Bolding Road, Flowery Branch*
- *David Corder, 4148 Schubert Road, Flowery Branch*
- *Ty & Donna Elrod, 3971 Bolding Road, Flowery Branch*
- *Ronald Pugh, 3613 Pierce Drive, Flowery Branch*
- *Donnie Hall, 4040 Sloan Mill Road, Flowery Branch*

Commissioner Cooper/Commissioner Powell — approve with the twenty-one (21) conditions listed below — Vote: 3 to 1

Commissioner Cooper — aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — nay

Commissioner Stowe — aye

Motion passed.

Conditions:

1. *The property shall be developed in accordance with the site plan dated June 6, 2024, and as described in the updated project narrative dated June 12, 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 58 single-family homes.*
3. *The minimum heated floor area (HFA) of each residence 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. Homes shall be generally 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. Front-entry garage orientation may be semi-flush with the front façade, protruding no greater than 20 feet beyond the front façade. Garage door width shall not exceed 56% of the width of the front façade of the residence.*
 - 6. All residential driveways shall measure no less than 22 feet from the back of right-of-way to the garage door.*
 - 7. The development shall be served by City of Oakwood public sewer and City of Gainesville water. If access to City of Oakwood sewer cannot be obtained, then the developer shall connect to City of Gainesville public sewer. All costs associated with connecting to public sewer shall be at the developer's cost.*
 - 8. All existing structures on proposed Tract 1 must be removed from the property prior to any residential building permits being issued.*
 - 9. The development shall be limited to a maximum of one (1) model home 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. A construction trailer may be utilized during construction and shall comply with Section 17.210.020 of the Hall County Code of Ordinances.*
 - 11. The "community gathering and greenspace area" along with pedestrian access trail shall be completed prior to 50% of occupancy permits being issued. This community gathering area shall include a picnic pavilion, to be a minimum of 20 feet by 20 feet in size and the design shall be approved by the Director of Planning and Zoning or their designee.*
 - 12. All designated open space within the development shall be commonly held and maintained, and shall not be the responsibility of any individual homeowner(s). This common open space ownership shall be included in the deeds created for each lot.*
 - 13. All lots shall access internal subdivision roads only. No lot shall have direct access to Bolding Road.*
 - 14. Internal roads shall meet Hall County Code of Ordinances Chapter 16 for design. Development access at Bolding Road must meet sight distance requirements and is subject to final review and approval by the Hall County Traffic Engineer.*
 - 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. *There shall be 5 foot sidewalks on both sides of interior roads within the subdivision.*
 19. *There shall be a landscape buffer along the boundary adjacent to the right-of-way of Bolding Road, which spans the frontage between parcels 15036B000037 and 15036B000038B. The landscape buffer shall be a minimum of 20 feet and be planted with 6 foot minimum height trees in order to provide sufficient screening of the development. Final review of the landscape plan shall be subject to the approval of the Director of Planning and Zoning or their designee.*
 20. *There shall be a 6 foot privacy fence installed along the southern boundary line of the subject property.*
 21. *The entrance to the development shall be located a minimum of 300 feet from southwest corner of the property. The entrance shall be designed with a raised median between the ingress and egress lanes of the subdivision. Development access at Bolding Road must meet sight distance requirements and is subject to final review and approval by the Hall County Traffic Engineer.*

County Administrator

Ms. Crumley did not have any items to report.

Mr. Ramsey did not have any items to report.

Commission Time

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

- *Brennan Garrison (Turner, Wood & Smith Insurance)*
- *Chris Hoag (Avison Young)*
- *Kaitlyn Vann (Northeast Georgia Physicians Group)*
- *Bri Terry (Rushton)*

Adjourn

Commissioner Powell/Commissioner Stowe — adjourn at 7:49 p.m. — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (08/19/24)
REPORT TO: Voting Meeting (08/22/24)
ITEM NO: 468/2024
SUBJECT: Approve the August 8, 2024 Executive Session minutes.

Meetings:

Work Session Date: 08/19/24 **Voting Meeting Date:** 08/22/24

Executive Summary:

Presenter: CA
Recommendation:
 Approve.

Purpose of Request:
 Approve the August 8, 2024 Executive Session minutes.

History:

Facts and Issues:

Options:

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item? 2024-08-22

Approvals:

| Approve | Attorney | Administration | Clerk |
|---------|----------|----------------|-------|
| JR | WLI | CR | JR |

Attachments:



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (08/19/24)

REPORT TO: Voting Meeting (08/22/24)

ITEM NO: 469/2024

SUBJECT: Approve the August 8, 2024 Meeting minutes.

Meetings:

Work Session Date: 08/19/24 **Voting Meeting Date:** 08/22/24

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request: Approve the August 8, 2024 Meeting minutes.

History:

Facts and Issues: **Options:**

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds

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

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item? 2024-08-22

Approvals:

| Approve | Attorney | Administration | Clerk |
|---------|----------|----------------|-------|
| JR | WLI | CR | JR |

Attachments:

August 8, 2024 Meeting Minutes



**HALL COUNTY BOARD OF COMMISSIONERS
MEETING MINUTES**

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

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Thursday, August 08, 2024 - 05:00 PM**

Call to Order

Vice Chairman Poole at 5:01 p.m.

Present:

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

Also present were Assistant County Administrators Katie Crumley and Casey Ramsey, Commission Clerk Jennifer Rivera, Deputy Commission Clerk Ana Dominguez, County Attorney William Linkous III, and Special Assistant County Attorney Van Stephens

Mr. Stephens was present by phone.

Commissioner Powell/Commissioner Stowe — to go into Executive Session at 5:01 p.m. — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Executive Session

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

Commissioner Powell/Commissioner Stowe — to adjourn the Executive Session at 5:44 p.m. — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Adjourn

Commissioner Powell/Commissioner Stowe — to adjourn the Meeting at 5:44 p.m. — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (08/19/24)

REPORT TO: Voting Meeting (08/22/24)

ITEM NO: 454/2024

SUBJECT: Approval and authorization for the Chairman or Vice Chairman to execute a master lease agreement between Hall County and the State Properties Commission for lease of the District 2 Public Health Building, located at 1280 Athens Highway, and authorization for the Chairman or Vice Chairman to execute any and all documents necessary to effectuate the lease, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 08/19/24

Voting Meeting Date: 08/22/24

Executive Summary:

Presenter:

KC

Recommendation:

Purpose of Request:

Approval and authorization for the Chairman or Vice Chairman to execute a master lease agreement between Hall County and the State Properties Commission for lease of the District 2 Public Health Building, located at 1280 Athens Highway, and authorization for the Chairman or Vice Chairman to execute any and all documents necessary to effectuate the lease, subject to review and approval by the County Attorney.

History:

This is a renewal of a current lease with the State Properties Commission for the building inhabited by District 2 Public Health.

Facts and Issues:

The previous lease agreement outlined a lease fee of \$22,101.34/month for an annual total of \$265,216.08. The current lease agreement includes a lease fee of \$25,872.37/month for an annual total of \$310,468.48. This amount is calculated based on a standard fee structure utilized by all facilities leased by the State Properties Commission.

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:

| Approve | Budget | Finance | Attorney |
|-----------------------|---------------|----------------|-----------------|
| JR | DA | TS | WLI |
| Administration | | Clerk | |
| CR | | JR | |

Attachments:

District 2 Public Health Lease Agreement 2024



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

AGENDA ITEM 454/2024

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

| Fiscal Year | Fund | Division | Account | Amount |
|--------------------|------------------|--------------------------------|----------------------|---------------|
| 2025 | 100-GENERAL FUND | 1565-BUILDINGS AND MAINTENANCE | 381100-RENTAL INCOME | \$-310,468.48 |

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KC

Phone:

770-297-5504

MASTER LEASE AGREEMENT

This **MASTER LEASE AGREEMENT**, hereinafter referred to as this "Agreement," is made and entered into this ___ day of _____, 20___, by and between **HALL COUNTY BOARD OF COMMISSIONERS** whose business address for purpose of this Agreement is PO Box 1435, Gainesville, Georgia 30503 hereinafter referred to as "Landlord," and the **STATE PROPERTIES COMMISSION**, a commission within the State Government of Georgia created by O.C.G.A. § 50-16-32, whose business address for purpose of this Agreement is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, hereinafter referred to as "Tenant."

WITNESSETH THAT:

ARTICLE I. DEFINITIONS

The following words as used in this Agreement shall be defined as follows:

1. "Building" shall be construed to mean the facility containing the Premises. References in this Agreement to the Building are deemed to include the Premises.
2. "Casualty" shall be construed to mean damage or destruction of the Premises, or any portion thereof, by any cause, including, without limitation, any loss or damage caused by fire, water, lightning, windstorm, hurricane, tornado, cyclone, hail, explosion, riot, civil commotion, aircraft, smoke, land vehicles, boiler explosion or any other like or different type or kind of catastrophe.
3. "Casualty Affecting a Material Portion of the Premises" shall be construed to mean a Casualty which, in Tenant's reasonable judgment, renders the Premises unsuitable for the Tenant's continued feasible and economic use for substantially the same purposes as immediately prior to such Casualty.
4. "Common Area" shall mean those areas located within the Building, excluding the Premises, or on the Land used for corridors, elevators, foyers, restrooms, mechanical rooms, elevator mechanical rooms, janitorial closets, electrical and telephone closets, vending areas, lobby areas (whether at ground level or otherwise), entrances, exits, sidewalks, skywalks, tunnels, driveways, parking areas, parking garages, landscaped areas, and other similar facilities or areas provided for the common use or benefit of tenants generally and/or the public.
5. "Date of Casualty" shall be construed to mean the date on which the Casualty occurs.
6. "Hazardous Substances" shall be construed to mean any chemical, material, or substance, whether solid, liquid or gaseous which is listed, defined or regulated as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste," "regulated substance," "medical waste," "toxic substance" or words of similar import under any Law, including any: (i) oil, petroleum, petroleum product or petroleum derivative, flammable or ignitable substances, explosives, radioactive materials; (ii) asbestos in any form which is or could become friable or which is deemed hazardous under any applicable Law; (iii) urea formaldehyde foam insulation; (iv) transformers or other electrical equipment which contain polychlorinated biphenyl (PCB); (v) other chemical, material, or substance, exposure to which is prohibited, limited or regulated by any governmental authority or which causes or constitutes a nuisance or a hazard to the environment, public

health or safety; and (vi) other chemical, material, or substance which could pose a hazard to the environment.

7. "Land" shall be construed to mean the real property, fee simple title or an estate for years to which is owned by Landlord, upon which the Building is located.
8. "Landlord" shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership, association or individuals, shall in all cases be assumed as though in each case fully expressed.
9. "Laws" shall be construed to mean all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives applicable to the Building and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing.
10. "Mortgage" shall be construed to mean any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or lien or encumbrance against, the Building or the Land as security for any debt, whether now existing or hereafter arising or created.
11. "Notice(s)", whenever any notice, demand, or request is required or permitted under this Agreement, shall be in writing and shall be delivered by hand, be sent by registered or certified United States mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the address for each Party as shown in this Agreement, or to such other addresses as are specified by Notice given in accordance herewith. Notices delivered by hand shall be deemed given upon the date so delivered. Notices given by mailing shall be deemed given on the date of deposit in the United States Mail. Notices given by commercial courier shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, which is triggered by the Notice shall commence to run from the date of receipt of the Notice by the addressee thereof, on the third (3rd) day following mailing or the date the addressee would have received the Notice but for the refusal of the addressee to accept delivery, whichever occurs first.
12. "Occupying Agency" shall be construed to mean: (a) an Agency, Department, Commission, Board, Public Body Corporate and Politic, or Bureau of the State of Georgia, or (b) any other public state entity as defined by Georgia state law, which is assigned a space by Tenant to use the Premises for its intended purpose.
13. "Party" shall be construed to mean either Landlord or Tenant, as appropriate. "Parties" shall mean both Landlord and Tenant, and such reference shall be deemed to include the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of said Party, the same as if in each case expressed.
14. "Premises" shall include not only the property more particularly described below and shown in "EXHIBIT A," but also all the fixtures, improvements, tenements and appurtenances, thereunto belonging to or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.
15. "Term" shall include not only the original term but also any renewal or extension of the original term as exercised by the Tenant.

ARTICLE II. PREMISES LEASED

1. Premises Leased. Landlord, in consideration of the rents agreed to be paid by Tenant, and

of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as "Provisions") hereby grants an estate for years to Tenant, and Tenant hereby takes and rents, pursuant to those Provisions, the Premises described as follows:

Building Address: 1280 Athens Highway
Floor / Suite: Entire Building
Size of Premises: Approximately 16,576 rentable square feet
County: Hall
City / State: Gainesville, Georgia 30507

2. Drawing of Premises. The Premises are further shown and delineated on "EXHIBIT A," a drawing prepared for Landlord and Tenant by Tenant, a copy of said drawing marked EXHIBIT A is attached hereto, incorporated in, and by reference made a part of this Agreement.

ARTICLE III. TERM, RENTAL RATE & RENEWAL OPTION

1. Term. This Agreement shall commence on the 1st day of July, 2024 (the "Commencement Date"). This Agreement shall end at 11:59 p.m. on the 30th day of June, 2025 (the "Expiration Date"), unless this Agreement shall be sooner terminated as hereinafter provided. The Commencement Date, the Expiration Date and the period between shall be collectively referred to as the "Term."

2. Rental Rate.

For the use and rent of the Premises, Tenant agrees to pay to Landlord, at the above stated business address, or at such other address as may be designated in writing from time to time by Landlord, the total fixed monthly rental amounts as set forth in the following chart (hereinafter "Fixed Rental"), beginning on the Commencement Date, and payable thereafter on the first day of each and every calendar month during the Term. Provided however, if the Commencement Date is a day other than the first day of a calendar month, the monthly installment of Fixed Rental payable for the period from the Commencement Date through the end of the calendar month during which the Commencement Date occurs shall be the Fixed Rental prorated on a daily basis, which amount shall be paid together with the Fixed Rental for the first full calendar month of the Term on the first day of the first calendar month following the Commencement Date. Provided further however, if the Expiration Date or termination is a day other than the last day of a calendar month, the Fixed Rental payable for the month during which the Expiration Date occurs shall be the Fixed Rental prorated on a daily basis.

| FISCAL YEAR | PERIOD | MONTHLY RENT | ANNUAL RENT |
|-------------|----------------|--------------|--------------|
| 2025 | 7/1/24-6/10/25 | \$25,872.37 | \$310,468.48 |

3. Renewal Option.

Landlord hereby grants Tenant the exclusive right, privilege and option to renew or extend the Term of this Agreement, at the expiration of the aforementioned Term, for Four (4) additional periods of twelve (12) months each (hereinafter referred to as "Renewal Option(s)").

The Renewal Option(s) shall be upon the same Provisions as set forth herein, and the monthly rental rate for said Renewal Option shall be as provided in the paragraph below. Notice of Tenant's desire to exercise the Renewal Option shall be given to Landlord either forty-five (45) days prior to the Expiration Date of the original Term of this Agreement or of any previously exercised Renewal Option, or five (5) days after the Governor signs the annual general appropriations bill, whichever occurs later, but in no case

shall Tenant's Notice to exercise the Renewal Option be given to Landlord later than June 30th of the then current Term.

It is further provided that this Renewal Option may be exercised by Tenant only in the event that all rents have been fully paid and all Provisions of this Agreement, on the part of Tenant, have been fully and faithfully performed, kept and observed by Tenant. Unless otherwise specified, the initial Term as provided above and any and all effective Renewal Option(s) are collectively referred to as the "Term."

4. Renewal Rental Rate.

Should Tenant renew this Agreement as provided above, the following rates shall apply:

| FISCAL YEAR | PERIOD | MONTHLY RENT | ANNUAL RENT |
|--------------------|----------------|---------------------|--------------------|
| 2026 | 7/1/25-6/30/26 | \$25,872.37 | \$310,468.48 |
| 2027 | 7/1/26-6/30/27 | \$25,872.37 | \$310,468.48 |
| 2028 | 7/1/27-6/30/28 | \$25,872.37 | \$310,468.48 |
| 2029 | 7/1/28-6/30/29 | \$25,872.37 | \$310,468.48 |

ARTICLE IV: PERMITTED USE

1. Permitted Use of Premises. Tenant does hereby this day rent and take from Landlord the above-described Premises, upon the said Provisions herein stated, to be used for any lawful business purpose. Tenant may use the Common Area to conduct Tenant's business, subject to the reasonable rules and regulations issued by Landlord applicable to all tenants of the Building. Tenant shall also have the right of ingress and egress across the Land to and from the above-described Premises at all times. No use shall be made of the Premises nor acts done on the Premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. Tenant further agrees not to sell, or permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies.

2. Waste and Nuisance. Tenant shall not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing which may disturb the enjoyment of any other tenant, if there be any, in the Building.

ARTICLE V. LANDLORD COVENANTS

1. Covenant of Title and Quiet Enjoyment.

a. Landlord covenants that it is seized of the Premises in fee simple absolute or an estate for years. Landlord agrees that the Tenant, paying the rent and keeping the Provisions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by Landlord or by any other person or persons whatsoever. If for any reason, Tenant is deprived of the right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel hereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by Landlord or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of

the Tenant by giving Landlord Notice thereof.

b. If Landlord's title shall come into dispute or litigation, the Tenant may either withhold payment of rents (without interest or penalty or causing anyone to sustain damages) until final adjudication or other settlement of such dispute or litigation, or it may pay said rents accruing hereunder into a court of competent jurisdiction until final adjudication or settlement of such dispute or litigation.

2. Mortgages and Subordination. This Agreement is subject to all mortgages and deeds to secure debt which may now or hereafter encumber the Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument or subordination need be required by the holder of any such security instrument. Tenant shall, at Landlord's request, promptly execute an estoppel and subordination agreement provided that the agreement is substantially similar in form to, and no less favorable to Tenant than, the document attached hereto as "EXHIBIT D-1". Landlord warrants to Tenant, knowing that Tenant is relying on such warranty, that neither the Building nor the Land is subject to any mortgage, deed to secure debt, lien, encroachment, covenant, easement or restriction which would adversely affect Tenant's use and enjoyment of the Premises.

3. Environmental Covenants & Remediation.

a. Landlord warrants, to Landlord's actual knowledge, that no portion of the Building or the Land has ever been used for the storage, processing, treatment or disposal of Hazardous Substances; the Building and the Land do not and will not contain Hazardous Substances; no Hazardous Substances have been released, introduced, spilled, discharged or disposed of, nor has there been a threat of release, introduction, spill, discharge or disposal of Hazardous Substances, on, in, or under the Land; there are no pending or known threatened claims, administrative proceedings, judgments, declarations or orders, relating to the presence of Hazardous Substances on, in or under the Land; the Land is in compliance with all Laws regarding the regulation of Hazardous Substances; Landlord has not caused or permitted, and will not cause or permit, Hazardous Substances to be brought on, kept or used in or about the Building; and, no Hazardous Substances have been released, introduced, spilled, discharged or disposed of on, in or under any adjacent land.

b. If removal, encapsulation or other remediation of Hazardous Substances located in, on or under the Land or Building is required by applicable Laws (the "Remediation"), Landlord shall immediately, at no expense to Tenant, take all measures necessary to comply with all applicable Laws and perform such Remediation, unless such Hazardous Substances were released or placed on the Land or Building by Tenant. Landlord shall repair and restore the Land or Building at Landlord's sole cost and expense (the "Restoration"). From the date such Hazardous Substances are discovered on the Land or Building until the date such Remediation and Restoration is complete, the rent due hereunder shall be reduced by the same percentage as the percentage of the Premises which, in Tenant's good faith judgment, cannot be safely, economically or practically used for the operation of Tenant's business. Notwithstanding anything to the contrary, if in Tenant's good faith judgment such Remediation and Restoration cannot be completed within ninety (90) days following the date such Hazardous Substances are discovered, Tenant may terminate this Agreement by Notice to Landlord which termination shall be effective on Landlord's receipt.

c. Landlord shall indemnify and hold Tenant harmless from and against any and all claims, judgments, demands, penalties, fines, losses and costs and expenses incurred by Tenant during or after the Term of this Agreement as a result of (i) any Hazardous Substances that Landlord causes or permits

to be brought upon, kept or used in or about the Land or Building; (ii) release or disposal of any Hazardous Substances that exist in or about the Land or Building as of the Commencement Date; and (iii) any migration of Hazardous Substances onto or under the Land or Building.

4. Condemnation.

a. Landlord warrants to Tenant, knowing that Tenant is relying on such warranty, that to Landlord's actual knowledge, there are no pending, threatened or known contemplated condemnation actions involving all or any portion of the Land; and there are no existing, proposed or known contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Land.

b. In the event, during the Term of this Agreement, the whole or any part of the Premises shall be taken by any governmental entity, or any other condemning authority, for any public or quasi-public use, through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, contract, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by the Tenant shall be prohibited, the Tenant shall have the right to immediately terminate this Agreement upon Notice to Landlord and the rent shall be paid only to the time when the Tenant surrenders possession of the Premises.

c. When only a portion of the Premises is taken for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Tenant shall have an election as to whether it will terminate and cancel this Agreement at the time the taken portion of the Premises must be surrendered or whether it will remain on the Premises with the remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus taken to the total square feet originally contained in the Premises. To exercise this election, the Tenant must provide Notice to Landlord within thirty (30) days after it is ultimately determined what portion of the Premises will be taken under such proceeding (a "Tenant Election").

d. In the event the Tenant elects to remain on the Premises under the conditions set forth above, Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking. If Landlord fails to substantially complete such alterations and repairs within one hundred twenty (120) days following the date that Tenant gives a Tenant Election, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by Notice to Landlord which shall be effective upon Landlord's receipt.

e. The rights of Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity, or condemning authority exercising the power of eminent domain or condemnation.

5. Taxes and Assessments. Landlord, during the Term of this Agreement, agrees and covenants to pay off, satisfy and discharge, as they become due all assessments, taxes, levies and other charges, general or special, of whatever name, nature and kind, which are or may be levied, assessed, imposed and/or charged upon the Premises.

6. Additional Landlord Covenants, Representations and Warranties. To Landlord's actual or constructive knowledge, Landlord represents, warrants and covenants to and with Tenant, knowing that Tenant is relying on each such representation, warranty and covenant, that:

a. there are no actions, suits or proceedings pending or known to be threatened against, by or

affecting Landlord, which affect title to the Premises or the Building or which question the validity or enforceability of this Agreement or of any action taken by Landlord under this Agreement, in any court or before any governmental authority, domestic or foreign;

b. the execution of and entry into this Agreement, and the performance by Landlord of Landlord's duties and obligations under this Agreement are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Landlord is a Party, any judicial order or judgment of any nature by which Landlord is bound, or the organizational documents of Landlord;

c. the Premises do not violate any applicable Laws, and the use and occupancy of the Premises by the Tenant to conduct Tenant's business will not be in violation of any Laws applicable to the Premises;

d. the elements of the Building that Landlord is obligated to repair, maintain and replace pursuant to this Agreement, comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;

e. on the Commencement Date, the Premises complies in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;

f. as of the Commencement Date the Building, and the building systems serving the Premises are in good condition and repair;

g. the storm and surface water drainage facilities currently serving the Building (collectively, the "Drainage Facilities") are properly engineered to, and do, prevent pooling and flooding on the Land under normal conditions; and

h. the paved driveways, parking areas and related improvements, curbing, entrances and exits located on the Land (collectively, the "Paved Areas") comply with all applicable Laws and are in good condition and repair.

ARTICLE VI. UTILITIES AND JANITORIAL SERVICES

1. Utilities.

a. Landlord represents, warrants and covenants to Tenant, knowing that Tenant is relying on such representation, warranty and covenant, that all utilities (including, without limitation, water, storm and sanitary sewer, electricity, gas, internet, and telephone) are available to the Building in capacities sufficient to serve and operate Tenant's business from the Premises.

b. With the sole exception of telephone and data, Landlord shall furnish and pay for electricity, gas, water, sewer, and any other utility used by Tenant while occupying the Premises. No deductions shall be made from the rent due to a stoppage in the service of water, sewer, electricity, gas, and or any other utility unless directly or indirectly caused by an act of Landlord. In the event of interruption in electricity, gas, water, sewer, or any other utility, Landlord will proceed with all due diligence to restore same. Tenant may make payment directly to a utility provider if Landlord has failed to properly make a payment that is the obligation of Landlord the pursuant to this paragraph. All costs and expenses incurred by Tenant in exercising Tenant's rights under this this paragraph, shall bear interest at eight percent (8%) per annum from the date of payment by Tenant and shall be payable by Landlord to Tenant upon demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. If Landlord fails to pay any such amount within ten (10) days after demand therefor, Tenant shall have the right to set off against,

and deduct from, rent payable hereunder such amounts owing by Landlord to Tenant.

2. Janitorial Services.

Landlord shall furnish and pay for all Janitorial Services for the Premises and Common Areas. "Janitorial Services" shall be construed to mean performing the following services within the Premises, which services shall be performed nightly on Monday through Friday (except for those holidays recognized by national banks in the metropolitan area of Atlanta, Georgia) or unless otherwise stated: (1) vacuum carpet; (2) empty all waste receptacles and remove waste paper and rubbish from the Premises; (3) wash waste receptacles as necessary; (4) hand dust and wipe with damp or treated cloth all office furniture, files, fixtures, paneling, and all other horizontal surfaces as necessary (desks and other furniture must be cleared of all items by Tenant); (5) damp wipe and polish all glass furniture tops as necessary (furniture must be cleared of all items by Tenant); (6) remove all finger marks and smudges from all vertical surfaces, including doors, door frames, around light switches, private entrance glass and partitions as necessary; (7) damp mop to remove any beverage spillage or spots that appear on non-carpeted flooring; (8) dust areas reachable without ladders as necessary; dust air grills and ceiling recessed light fixtures as necessary; (9) sweep vinyl asbestos, asphalt, vinyl, rubber or other composition floors; sweep ceramic tile and brick floors and wash or scrub same as necessary; (10) wax and buff tile floors in office areas on an as needed basis; (11) with respect to any restrooms located within the Premises, empty and sanitize all receptacles and sanitary disposals, fill toilet tissue, soap, towel, and sanitary napkin dispensers as necessary, mop, rinse, and dry floor, clean all mirrors, brightwork and enameled surfaces, scrub floors as necessary, wash and disinfect all basins, urinals, and bowls, wash with disinfectant when necessary all partitions, tile walls and outside surfaces of all dispensers and receptacles. Tenant agrees to promptly report to the Landlord any janitorial condition that should be addressed by the Landlord.

ARTICLE VII. CASUALTY, REPAIRS, MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

1. Casualty Affecting the Premises.

a. If a Casualty Affecting a Material Portion of the Premises occurs, Tenant, at its option, shall have the right to terminate this Agreement by giving Notice to Landlord of such termination within thirty (30) days after the Date of Casualty. Upon this issuance of Notice to Landlord, this Agreement shall terminate, and the Date of Casualty shall be the effective Expiration Date, and all rent and other sums shall be apportioned and paid through and including the Date of Casualty.

b. If a Casualty Affecting a Material Portion of the Premises occurs and Tenant does not terminate this Agreement, or if the Casualty is not deemed by Tenant to be a Casualty Affecting a Material Portion of the Premises, then: (i) this Agreement and all duties and obligations of Tenant under this Agreement shall remain unmodified, unaffected and in full force and effect; provided, however, that, commencing with the Date of Casualty, Fixed Rental and Operating Expenses, if any, shall be prorated to the extent that, and for so long as, any portion of the Premises is not reasonably usable by Tenant in the ordinary conduct of its business; and (ii) Landlord shall promptly proceed to restore the Premises and the Building to a condition at least as good as the condition which existed immediately prior to the Casualty. If such restoration shall not be substantially completed within ninety (90) days following the Date of Casualty, then within thirty (30) days following expiration of such 90-day period,

Tenant may terminate this Agreement by Notice to Landlord, which termination shall be effective upon Landlord's receipt.

2. Repairs & Maintenance by Landlord.

a. Throughout the Term of this Agreement, Landlord, at Landlord's sole cost and expense, shall maintain, repair, keep in good operable condition, and replace as necessary, the Building and Common Area, including without limitation, Drainage Facilities, heating, ventilation, and air conditioning ("HVAC") systems, roof, foundations, footings, columns, exterior walls and other structural components, parking and other Paved Areas, utility lines and sewer pipes, other building systems. Landlord shall repair any damage to the Building and Common Area caused by the negligence or willful misconduct of Landlord or its employees, agents or contractors. Landlord shall also be responsible for the removal of waste, ashes, garbage, trash, excelsior, straw, and all other refuse from the Common Area.

b. Landlord, at Landlord's sole cost and expense shall be responsible for maintenance of landscaped areas in the Common Area, which shall include but not be limited to: mowing, edging, trimming, fertilizing, and irrigating or watering of all areas consisting of grass or ornamental plants; placement of mulch or plants in landscaped beds; pruning, and other pest control for trees, shrubs and plants including the removal of dead, poisonous or dangerous vegetation and trees.

c. Landlord shall also keep the Common Area and the Building free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Premises by the same during the Term of this Agreement. Landlord shall also (i) keep the Common Area well-lit and change light bulbs in the Common Area as necessary; and (ii) maintain and repair the interior portions of the Common Areas such that they remain in good condition and repair, and replace such interior portions of the Common Areas as necessary, at its own cost except that Tenant shall reimburse Landlord upon demand for reasonable cost of maintenance, repairs or replacements to the Common Areas necessitated by the willful misconduct of Tenant, Occupying Agency, or Occupying Agency's invitees.

d. Landlord shall maintain and repair the interior portions of the Premises such that they remain in good condition and repair and replace such interior portions of Premises as necessary. Landlord shall also keep the Premises well-lit and change light bulbs in the Premises as necessary. Tenant shall reimburse Landlord upon demand for reasonable cost of maintenance, repairs or replacements to the Premises necessitated by the willful misconduct of Tenant, Occupying Agency, or Occupying Agency's invitees. In the event that Tenant constructs or erects any additions and/or improvements on the Premises, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair

e. Landlord acknowledges that all fire detectors installed on the Premises are in proper working condition, and that they have been inspected. Landlord shall also be responsible for the care of extinguishers on the Premises, as well as the interim testing and repair.

f. Tenant shall give Landlord prompt Notice if Tenant believes that there is a condition that requires maintenance, repair or replacement within the Premises.

3. Tenant's Right to Make Repairs.

a. If Tenant gives Notice to Landlord of the need for any such maintenance, repair or replacement and Landlord fails to commence such maintenance, repair or replacement within ten (10) days or fails to diligently pursue such maintenance, repair or replacement, Tenant may give Landlord

Notice of Tenant's intention to undertake such maintenance, repair or replacement. Upon receipt of such Notice, if Landlord fails to commence or diligently pursue such maintenance, repair or replacement within three (3) business days, then Tenant may proceed to undertake such maintenance, repair or replacement. Tenant may immediately commence repair without further Notice if Tenant's initial Notice identifies the condition requiring maintenance, repair or replacement as one that involves present or imminent danger of injury to persons or damage to property.

b. All costs and expenses incurred by Tenant in exercising Tenant's rights under this paragraph, shall bear interest at eight percent (8%) per annum from the date of payment by Tenant, and shall be payable by Landlord to Tenant upon demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. If Landlord fails to pay any such amount within ten (10) days after demand therefor, Tenant shall have the right to set off against, and deduct from, rent payable hereunder such amounts owing by Landlord to Tenant.

c. Landlord agrees that any services, replacement, repairs or maintenance done by the Tenant to the Premises, shall not be construed as a waiver by the Tenant of Landlord's obligations under this Agreement.

d. Tenant shall have no obligation to make alterations to, repair damage to or remedy disrepair of any portion of the Common Area or Building, including, without limitation, the Premises.

4. Landlord's Entry for Inspection and Repairs. Tenant shall permit Landlord, its agents or employees to enter onto the Premises at all reasonable times, provided that Landlord shall provide no fewer than two (2) days' prior Notice, for the purpose of inspecting or making repairs to any portion of the Premises or performing any other obligation required under this Agreement. In case of emergencies, Tenant shall permit Landlord and its agents or employees to enter the Premises without advance Notice.

5. Landlord's Employees and Contractors. Landlord shall use care to select honest and efficient employees or third parties for performance of any obligation required under this Agreement. Landlord shall be responsible to Tenant for the negligence, theft, fault and misconduct of such employees and third parties. Tenant agrees to report promptly to Landlord any neglect of duty or any incivility on the part of such employees and third parties which in any way interferes with Tenant's full enjoyment of the Premises.

6. Improvements to Premises. Landlord, at its sole cost and expense, shall provide the Premises in "Turn-Key" condition per a mutually agreed upon scope of work, as attached as EXHIBIT E and incorporated herein by this reference. All design costs, including space planning, construction document preparation, and mechanical, electrical and plumbing (MEP) preparation services, and project management costs for the tenant improvements shall be paid for by Landlord.

7. Tenant Trade Fixtures and Alterations.

In addition to tenant improvements to be performed by the Landlord as provided above if any, and following advance written Notice to and approval from the Landlord, Tenant may install trade fixtures and make, at its own cost and expense, such non-structural, removable alterations, erections, or additions as are necessary to adapt the Premises for Tenant's business. All alterations, erections, additions and trade fixtures installed or placed on the Premises by Tenant shall continue and remain the property of Tenant and may be removed by Tenant, in whole or in part, at any time before the expiration or termination of this Agreement. If Tenant removes any or all of the alterations, erections, and additions it has installed or placed on the Premises, Tenant agrees to repair any damage directly resulting to the Premises from such removal.

8. Removal of Fixtures, etc. by Tenant. At any time before or on the expiration or termination of this Agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which it has placed on the Premises.

9. Parking. Landlord shall provide parking in the amount of 3.5 spaces per 1,000 square feet of the Premises, or 56 parking spaces located adjacent to the subject leased building. All parking spaces shall be free of charge throughout the Term.

10. Signage. Tenant, at Landlord's sole cost and expense, shall be permitted to install and place Tenant's name or Tenant's trade name in, on, and around the Building, on monument(s)/pylon(s), and at the point of ingress to the site of the Building. Tenant's rights to such signage shall be for the Term of this Agreement. All signage shall be subject to local ordinances and all government or association approvals.

11. RidersA Rider, identified as "EXHIBIT F," is attached hereto and incorporated herein, sets forth certain original, additional or substitute provisions. In the event of any conflict between this Agreement and any Riders, the terms of the Agreement shall control.

ARTICLE VIII. INSURANCE

1. Landlord's Insurance. Landlord shall procure and maintain in full force and effect at all times during the Term of this Agreement, the following types of insurance with respect to the Land, Building and Common Area (i) commercial general liability insurance in an amount of not less than \$1,000,000 each occurrence for injury, death, or damage to property and \$3,000,000 in the aggregate, which limit may be met through a combination of primary and excess liability policies; and (ii) all-risk property insurance written on a replacement cost basis to cover the replacement value of the Land (to the extent insurable), Building and Common Area, and any other property for which Landlord has insuring responsibility. Said insurance shall be placed with solvent insurance companies licensed and authorized to do business in the State of Georgia. Landlord shall furnish Tenant with certificates of insurance or other acceptable evidence that such insurance is in effect. Landlord shall pay all premiums for the insurance coverage which Landlord is required to procure and maintain under this Agreement. Each insurance policy: (i) shall name Tenant as an additional insured Party; (ii) shall provide that the policy cannot be canceled as to the Tenant except after the insurer gives Tenant ten (10) days written notice of cancellation; (iii) shall not be subject to invalidation as to Tenant by reason of any act or omission of Landlord or any of Landlord's officers, employees or agents; and (iv) shall contain a provision to the effect that the policy shall not be invalidated, and shall remain in full force and effect, if Landlord waives in writing prior to a loss any or all rights of recovery against Tenant for loss occurring to property covered by that policy, and a provision whereby Landlord waives any claims by way of subrogation against all Parties.

2. Tenant's Insurance. Throughout the Term of this Agreement, Tenant will self-insure and maintain, in accordance with policies of the Georgia Department of Administrative Services, insurance coverage for Tenant's personal property located in the Premises in an amount not less than full replacement cost of all of Tenant's personal property located in the Premises, against direct and indirect loss or damage by fire and all other casualties and risks. Tenant shall provide third party liability coverage arising from the acts of its officers, members and employees, in accordance with the Georgia Tort Claims Act, O.C.G.A. §50-21-20 et seq., through the self-insurance funds maintained pursuant to Georgia Law through the Georgia State Tort Claims Policy. The Georgia State Tort Claims Policy provides coverage in the amount of \$1,000,000 per person and \$3,000,000 per occurrence for claims covered by the Act.

ARTICLE IX. DEFAULT AND LEASE EXPIRATION

1. Landlord Remedy in the Event of Tenant Default. The following events shall constitute default by Tenant under this Agreement: (i) if Tenant fails to pay, when due, any rent or other payment of money and shall not cure such failure within thirty (30) days after Landlord gives Tenant Notice thereof, or (ii) if Tenant violates or breaches, or fails fully and completely to observe, keep, satisfy, perform and comply with, any reasonable material term, covenant, condition, requirement, restriction or provision of this Agreement (other than the payment of rent or any other payment to be made by Tenant), and shall not cure such failure within thirty (30) days after Landlord gives Tenant Notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Tenant, Landlord may immediately initiate legal proceedings to evict Tenant and Tenant's effects from Premises.

2. Entry for Carding, Etc. In the event the Tenant does not exercise the renewal or extension option provided above, then Landlord may, within the forty-five (45) day period preceding the expiration of the Term of this Agreement, card the Premises thereby advertising the same "For Sale," "For Rent," or "For Lease." Landlord, after first securing from the Tenant a date and time, may enter on the Premises to exhibit the same to prospective purchasers, tenants or lessees.

3. Surrender of the Premises. With the exception of reasonable use and ordinary wear and tear thereof, repairs and maintenance required to be performed by Landlord, damage by fire, acts of God, the elements, other casualties or catastrophes, condemnation and damage or defects arising from the negligence or default of Landlord, Tenant shall at the expiration of this Agreement surrender up the Premises in good order and condition. Landlord shall have thirty (30) days from the date of surrender of the Premises to provide Notice to Tenant of any claim of damage to the Premises that is the Tenant's responsibility. Landlord waives any such claim after thirty (30) days.

4. Holding Over. Any holding over, or continued use and/or occupancy by the Tenant, of the Premises after the expiration of this Agreement shall operate and be construed as a tenancy-at-will at the same monthly rate of rental in effect at such time of expiration as set out above and under the same Provisions in force at the expiration of this Agreement.

ARTICLE X. TENANT ASSIGNMENT

1. Assignment and Subletting of Premises by the Tenant. Landlord recognizes and acknowledges that (I) Tenant is Public Body Corporate and Politic created within the Executive Branch of the State Government of Georgia by O.C.G.A. § 50-16-32; (II) Tenant's duties include the management of the utilization of administrative space [as defined by O.C.G.A. § 50-16-31(1.1)] in the manners permitted by O.C.G.A. § 50-16-31 et seq.; (III) pursuant to O.C.G.A. § 50-16-41, the management of the utilization of administrative space by Tenant shall include Tenant entering into any necessary agreements to rent or lease administrative space and then subsequently subletting or assigning space to an Occupying Agency requiring the space. Accordingly, Landlord further recognizes and acknowledges, and does hereby consent to Tenant's sublet or assignment of space within the Premises, or any portion thereof, as well as the assignment of this Agreement, to an Occupying Agency without obtaining Landlord's consent, so long as Tenant gives Landlord prior Notice thereof.

2. Additional Items Regarding Assignment or Subletting. Any Occupying Agency shall have the right, at its election, to cure any default by Tenant under this Agreement. Landlord shall immediately provide Tenant with copies of all correspondence sent by Landlord to an Occupying Agency (or to any

Subtenant) and copies of all correspondence received by Landlord from an Occupying Agency (or from any Subtenant). Notwithstanding the foregoing, Landlord acknowledges and agrees that the Occupying Agency shall not be an agent of Tenant and shall not have actual, constructive or apparent authority to amend or otherwise modify the terms of this Agreement or to otherwise bind Tenant.

ARTICLE XI. ADDITIONAL TENANT CLAUSES

1. Public Official/Public Employee Conflict of Interest. Landlord and Tenant hereby certify that the provisions of law contained in O.C.G.A. § 45-10-20 et seq., prohibiting full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions affecting the State of Georgia have not been and will not be violated in any respect by this Agreement.

2. Security for Financing.

a. Tenant acknowledges that this Agreement and its obligations hereunder may become a source of repayment for any of Landlord's financing of the Premises. Tenant does not prohibit Landlord from pledging or assigning the rents payable by Tenant hereunder as security for such financing so long as the pledge or assignment does not exceed beyond the Term of this Agreement. Tenant will affirmatively acknowledge the rights of any lender or other party in connection with such financing to the extent permitted by law.

b. Notwithstanding the foregoing, Landlord represents and acknowledges that the Building, this Agreement, or the rents payable hereunder shall not be pledged or used as security for any publicly issued bond debt, whether issued by a public, quasi-public, or private entity, without Tenant's written approval which may be withheld in at Tenant's sole discretion.

3. State Fire Marshal's Office Approval of Floor Plans and Issuance of Certificate of Occupancy. Landlord and Tenant hereby acknowledge that the floor plans attached to this Agreement as EXHIBIT are subject to final approval by the State Fire Marshal's Office. Additionally, such floor plans are subject to those adjustments or changes required by the State Fire Marshal's Office without cost or expense to the Tenant. Landlord is responsible for submission of plans to the State Fire Marshal's Office.

ARTICLE XII. INTERPRETATION AND ENFORCEMENT

1. Headings. The use of headings, captions and numbers in this Agreement are solely for the convenience of identifying and indexing the various Provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any Provision in this Agreement.

2. Singular and Plural. Whenever appropriate in this Agreement, a singular term shall be construed to mean the plural where necessary and a plural term shall be construed to mean the singular where necessary.

3. No Waiver of Right. Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

4. Time of Essence; Dates. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, or federal or state holiday, such date or expiration shall automatically be extended to the next day which is not a Saturday,

Sunday, or federal or state holiday. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date and shall include the period of time through and including such specified day or date.

5. Binding Effect on Heirs, Assigns, Etc. Each of the Provisions contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the Parties hereto but to each and every one of the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of the Parties hereto, and shall be deemed and treated as covenants real running with the Premises during the Term of this Agreement.

6. Change in the Ownership of the Premises.

- a. No change or division in the ownership of the Premises shall operate to enlarge the obligations or diminish the rights of Tenant.
- b. No change or division in the ownership of the Premises shall be binding on Tenant for any purpose, including the payment of Fixed Rental, until Tenant shall have been furnished with Notice from the Landlord substantially in conformance with that form attached hereto as "EXHIBIT D-2" incorporated herein by reference which shall provide the name, address, contact information, and rent payment address for the new landlord, and a copy of the recorded instrument or other legally authenticated written instrument evidencing such change or division in the ownership of the Premises; or a copy of the assignment of this Agreement by Landlord to another party.

7. Notice of Appointment of Agent. Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until Notice of the appointment and the extent of the authority of such agent shall be first given to Tenant by the Party appointing such agent.

8. Requirement for Written Amendment. This Agreement shall not be modified or amended in any respect except by a written agreement, executed by the Parties in the same manner as this Agreement is executed.

9. Jurisdiction and Venue. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. The parties hereby agree that the Superior Court of Fulton County, Georgia shall have exclusive jurisdiction and venue in all matters concerning this Agreement.

10. Counterparts and Authority to Execute. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.

11. Right to Counsel and Interpretation. Each Party hereto represents that each Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

12. Entire Agreement. Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of no force or effect.

(Signatures begin on next page. Remainder of page is intentionally blank.)

IN WITNESS WHEREOF, Landlord and Tenant have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the Parties keeping one of the duplicate originals.

Signed, sealed and delivered
as to Landlord in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

LANDLORD:

**HALL COUNTY BOARD OF
COMMISSIONERS**

By: _____

Name: _____

Title: _____

Signed, sealed and delivered
as to Tenant in the presence of:

TENANT:
STATE PROPERTIES COMMISSION

Unofficial Witness

By: _____

Name: _____

Title: _____

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

EXHIBIT A

Floor plan / description of Premises

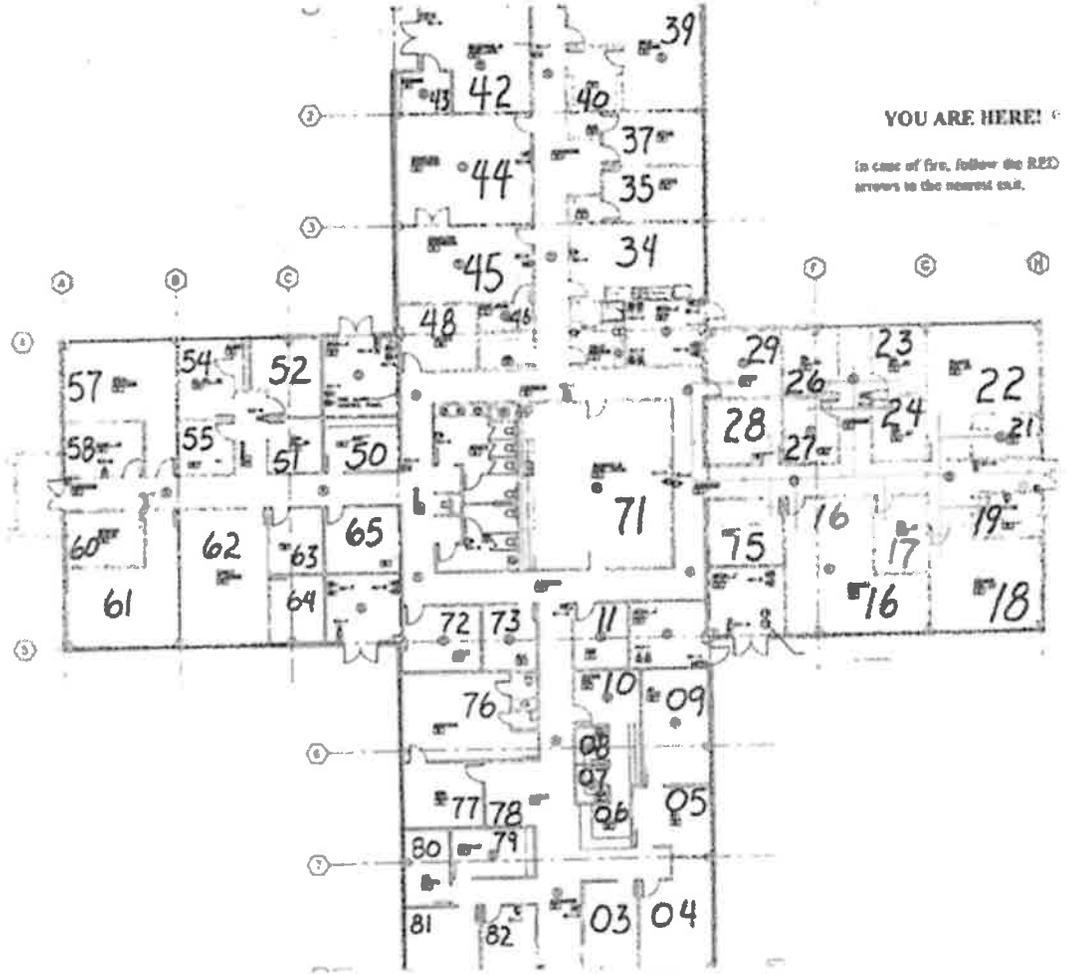


EXHIBIT B

INTENTIONALLY OMITTED

EXHIBIT C

INTENTIONALLY OMITTED

EXHIBIT D-1

[Form Estoppel and Subordination Agreement]

Lease # _____

ESTOPPEL AND SUBORDINATION AGREEMENT

This ESTOPPEL AND SUBORDINATION AGREEMENT (this "Agreement") dated the _____ day of _____, _____ between _____ whose business address for purpose of this Agreement is _____ ("Mortgagee"), and STATE PROPERTIES COMMISSION, a commission within the State Government of Georgia created by O.C.G.A. §50-16-32, whose business address for purpose of this Agreement is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334 ("Tenant").

RECITALS:

WHEREAS, Tenant has entered into that Master Lease Agreement dated _____, _____ (the "Lease") with _____ ("Landlord"), covering certain premises more fully described in the Lease (the "Premises"), which Premises are a part of that the real property located at _____;

WHEREAS, a condition of funding the aforesaid loan by Mortgagee to Landlord is that the Lease be ratified and subordinated to the Security Deed and that the Tenant agree to attorn to Mortgagee; and

WHEREAS, Landlord and Tenant wish to so ratify and are willing to subordinate the Lease to the Security Deed; and

WHEREAS, Tenant has agreed that Tenant will attorn to Mortgagee, provided Tenant is assured of continued and undisturbed occupancy of the Premises under the terms of the Lease.

NOW, THEREFORE, for and in consideration of the Premises, the mutual covenants herein contained and the sum of Ten Dollars and no/100 (\$10.00) in hand paid by Mortgagee to Landlord and to Tenant, the receipt and sufficiency whereof are hereby acknowledged, Tenant, Landlord and Mortgagee hereby agree as follows:

1. Status of Lease. Landlord and Tenant hereby represent to Mortgagee as follows:
 - (a) that the Lease is in full force and effect, that there are no amendments or

modification thereto unless as expressly set forth above, and that there are no other agreements between Landlord and Tenant relating to the Premises;

(b) Tenant has not prepaid any rental, other than as provided in the Lease, to Landlord, or to any other party, other than the rent due and payable in the calendar month of the execution of this Agreement; and

(c) Tenant has not been notified by Landlord of any breach or default of the Lease.

2. Subordination. The Lease and the rights of the Tenant thereunder are hereby subordinated to the Security Deed and the security title thereof and to all renewals, substitutions, extensions, replacements, consolidations and increases in amount thereof.

3. Non-Disturbance of Lease. So long as the Lease, including any renewals, extensions, substitutions or replacements thereof, shall be in full force and effect and Tenant shall not be in default thereunder:

(a) Tenant shall not be joined as an adverse or party defendant in any action or proceeding which may be instituted or commenced by Mortgagee to foreclose or enforce the Security Deed or the Note secured thereby;

(b) Tenant's interest under the Lease shall not be terminated or disturbed during the term of the Lease, including any renewals, extensions, substitutions or replacements thereof, nor shall Tenant be evicted from the Premises by reason of any default under the Security Deed or the Lease Assignment.

4. Attornment of Tenant. In the event either Mortgagee or any successor in interest shall succeed to the rights of Landlord under the Lease, whether through possession, surrender, assignment, judicial action, foreclosure action or delivery of a deed or otherwise, Tenant shall attorn to and recognize such successor-landlord as Tenant's landlord and the parties shall promptly execute and deliver any instrument that any one of them may reasonably request of the other to evidence such attornment and acceptance thereof and the recognition by such parties of all of the terms, provisions, covenants, obligations and privileges contained in the Lease. From and after the time of such attornment, Tenant shall have the same remedies against such successor-landlord for the breach of an agreement contained in the Lease, including any renewals, extensions, substitutions or replacements thereof, that Tenant might have had against Landlord if the Lease has not been terminated, except that no such successor-landlord shall be (i) in any way responsible or liable for any act or omission of any prior landlord, (ii) subject to any offsets or defenses which Tenant might have against any prior landlord, and Tenant agrees not to assert the same or any damages arising therefrom against such successor-landlord, (iii) bound by any rent which Tenant might have paid for more than the current month to any prior landlord, (iv) bound by any amendment or modification to the Lease made without the prior written consent of Mortgagee, or (v) in any way responsible for any deposit or security which was not delivered to such successor-landlord.

5. Notice of Default to Mortgagee. Tenant hereby agrees to give prompt written notice to

Mortgagee of any default of the Landlord under the Lease, if such default is of such a nature as to give Tenant the right to terminate the Lease, reduce rent or to credit or offset any amounts against future rent. It is further agreed that such notice will be given to any successor in interest of the Mortgagee under the Security Deed provided that prior to such default of the Landlord, such successor in interest shall have given written notice to the Tenant of its acquisition of the Mortgagee's interest therein, and designated the address to which such notice is to be directed.

6. Notices, Demands and Requests. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been properly given or served by depositing in the United States Mail, postage prepaid and registered or certified, return receipt requested, and addressed to the addresses set forth on the first page hereof. The sender of said notice shall request the United States Postal Service to show to whom, date and address of delivery of said notice. All notices, demands and request shall be effective upon being deposited in the United States Mail. However, the time period in which a response to any notice, demand or request must be given, if any, shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. By giving at least thirty (30) days written notice thereof, Tenant, Landlord or Mortgagee shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

7. No Oral Change. This Agreement may not be discharged or notified orally or in any manner other than by an agreement in writing signed by the party or parties to be charged thereby.

8. Binding Effect. The agreements herein contained shall bind and inure to the benefit of the successor in interest of the parties hereto and, without limiting such, the agreements and rights of the Mortgagee shall specifically be binding upon and inure to the benefit of any purchaser of the property at a sale foreclosing the Security Deed.

9. Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Georgia.

WITNESS

TENANT

Notary Public

My Commission Expires:

(AFFIX AND IMPRESS NOTARY
PUBLIC SEAL HERE)

By:

Title:

MORTGAGEE

WITNESS

Notary Public
My Commission Expires:

(AFFIX AND IMPRESS NOTARY
PUBLIC SEAL HERE)

By: _____

Title: _____

LANDLORD

WITNESS

Notary Public
My Commission Expires:

(AFFIX AND IMPRESS NOTARY
PUBLIC SEAL HERE)

By: _____

Title: _____

EXHIBIT D-2

{LETTERHEAD OF CURRENT LANDLORD}

Date

Deputy Executive Director
State Properties Commission
270 Washington Street
Suite 2-129
Atlanta, GA 30334

Re: Lease #xxxx, [Agency name], [City], Change of Landlord

To Whom it May Concern:

[Landlord named in Lease#xxxx] has sold the building at [address] in which the above referenced Lease is located, as of [date of closing]. Pursuant to Article XII, paragraph 6 of the Lease, the new landlord's name and contact information is as follows:

Name of New Landlord
Contact name(s) at New Landlord
Address of New Landlord
Phone number of New Landlord
Email address of New Landlord contact(s)

Attached for your records is a copy of the signed Assignment and Assumption of Leases and Rents or similar document.

[New Landlord] will be contacting you and the subtenant with information on a new rent payment address and insurance documentation.

Thank you for your attention to this matter.

Sincerely,

[SIGNATURE]

[Landlord named in Lease#xxxx]

EXHIBIT E
TENANT IMPROVEMENT SCOPE OF WORK

Landlord, at Landlord's sole cost and expense, shall complete the following work (hereinafter "**Tenant Improvement Scope of Work**") within the Premises and/or the Building within NINETY (90) days following the Commencement Date or such other date agreed upon in writing by both Landlord and Tenant. All design costs, including space planning, construction document preparation, and mechanical, electrical, and plumbing (MEP) preparation services, and project management costs for the Tenant Improvement Scope of Work shall be paid for by Landlord. Landlord shall enforce warranties provided by contractors, vendors, or suppliers providing construction services in the Premises and/or Building. All work shall be done in a good and workmanlike manner at times that do not unreasonably interfere with Tenant's or Occupying Agency's normal business activities.

1. Annual Interior Touch Up Painting:

- a. Landlord shall, not less than annually, perform interior touchup painting and fill any surface damages or depressions and prepare surfaces for touch up painting.
- b. Provide one coat of finish paint to match existing paint color on walls. Paint finish to be Flat in general areas and eggshell in the Breakroom, Restrooms and any Janitor or storage type closet or to match current paint finish.
- c. All door frames are to be touched up with paint to match in color and finish.
- d. Occupying Agency shall disconnect and move any personal items, computers or other electronic equipment.
- e. Landlord shall move and reinstall Occupying Agency's furniture. Landlord shall remove and reinstall all electrical cover plates, pictures, and other wall-mounted items on those walls being painted

2. HVAC Test and Balance.

Landlord shall have a Test and Balance report completed on the Building's heating, ventilation, and air conditioning system to minimize areas of hot and cold caused by inadequate or excessive air flow. The Test and Balance report shall be provided to the Tenant and/or Occupying Agency and the Landlord is to correct any deficiencies at Landlord's expense based on the results of the test.

3. Security.

If none exists, Landlord to install emergency panic button for emergency alert in reception area or a designated location in that area as per the tenant.

4. Deferred Maintenance Requirements.

The Occupying Agency has identified items of normal maintenance that are in need of attention, which Landlord shall remedy with ninety (90) days of execution of the Lease. These items include:

1. Painting of walls, hallways, loading docks and doors in accordance with specifications stated above.

2. Repair leaking breakroom faucet.
3. Additional initial cleaning of office floors followed by more frequent cleaning to maintain appearance.
4. Pressure washing of exterior brick to remove mold and cleaning of windows inside & out.
5. Fill in sunken areas of front lawn with fill dirt and seed or sod to match grass.
6. Where applicable, repair or replace to match any stained or damaged ceiling tiles.

EXHIBIT F

RIDER

This Rider shall be a part of the foregoing Lease Agreement (the "Agreement") by and between **HALL COUNTY BOARD OF COMMISSIONERS** as "Landlord," and the **STATE PROPERTIES COMMISSION** as "Tenant." In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Agreement to which this Rider is attached, the terms and conditions of the Rider shall control. In addition to any other terms whose definitions are fixed and defined within this Rider, the terms used herein with the initial letter capitalized shall have the same meaning ascribed to them as set forth in the main text of the Agreement or any of the Agreement's Exhibits.

Landlord and Tenant hereby acknowledge and agree that during the time period from July 1, 2021 through the Commencement Date of this Agreement (the "At-Will Period"):

1. Tenant's Subtenant or the state entity occupying the Premises (the "Occupying Agency") continually occupied the Premises.
2. The Occupying Agency continued to pay Rent to Landlord for the Premises.
3. Landlord continued to accept Rent from the Occupying Agency; and no additional amounts are due from Tenant and/or Occupying Agency to Landlord for obligations accruing during the At-Will Period.
4. This Agreement supersedes all prior written or oral agreements between Landlord and Tenant and/or the Occupying Agency relating to the Premises during the At-Will Period.



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (08/19/24)

REPORT TO: Voting Meeting (08/22/24)

ITEM NO: 441/2024

SUBJECT: Approve the purchase of a set of six (6) EARTHLIFT Mobile Lifts for Fleet Maintenance to Stertil-Koni USA, Inc. of Stevensville, MD, in the amount of \$93,705.66.

Meetings:

Work Session Date: 08/19/24

Voting Meeting Date: 08/22/24

Executive Summary:

Presenter: KI
Recommendation: Approve.

Purpose of Request: Approve the purchase of a set of six (6) EARTHLIFT Mobile Lifts for Fleet Maintenance to Stertil-Koni USA, Inc. of Stevensville, MD, in the amount of \$93,705.66.

History:

Facts and Issues: Stertil-Koni USA, Inc., will be a new vendor for Hall County.

Options:

The vendor is a Sourcewell vendor for vehicle lifts and the contract number is #1212338-SKI.

The maturity date of the contract is 02-12-2028.

| | |
|--|-----------------------|
| Funding Requested | \$ 93,705.66 |
| Are funds within current budget? | Yes |
| Source of Funds | Capital Projects Fund |
| Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? | No |
| Has it been reviewed by the County Attorney? | Yes |
| Is there a deadline for this item? | |

Approvals:

| | | | |
|---------------|----------------|-----------------|-----------------------|
| Buyer | Submit | Approve | Purchasing |
| CW | KI | KI | AP |
| Budget | Finance | Attorney | Administration |
| DA | TS | WLI | CR |
| Clerk | | | |
| JR | | | |

Attachments:

Financial Supplement
Steril-Kona Quote
Steril-Koni Sourcewell Contract 121223



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

AGENDA ITEM 441/2024

Funds Requested: \$ 93,705.66

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 | 4900-FLEET MAINTENANCE | 542100-MACHINERY | \$93,705.66 |

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DJ

Phone: 770-718-2349



Quote

Stertil-Koni USA, Inc.
200 Log Canoe Circle
Stevensville, MD 21666
T: 410.643.9001
F: 410.643.8901

Quote # 2038
Date 07/24/2024
Expires 08/23/2024
RSM Brian Myles

Billing Address Hall County, GA

Shipping Address Hall County, GA

Hall County Fleet Maintenance
1670 Barber Rd
Gainesville, GA
30507

Sourcewell Contract #:121223-SKI

| Item | Qty | Price | Discount | Total |
|--------------|------|--------------|----------|-------------|
| ST-1085-3FRA | 1.00 | \$139,407.00 | 33.50% | \$92,705.66 |

Set of 6 EARTHLIFT Mobile Lifts at 111,000 lbs capacity, 24 volts DC, ebright control box on every column, synthetic fixed front wheels and adjustable forks

Subtotal: \$139,407.00
Discount: (\$46,701.35)
Tax: \$0.00
Shipping: \$1,000.00
Total \$93,705.66

Comments

Sourcewell Member Account # 34982

Subcontract:

Local Distributor:

Heavy Duty Lift & Equipment, Inc.



Solicitation Number: RFP #121223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Stertil-Koni USA, Inc., 200 Log Canoe Circle, Stevensville, MD 21666 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Vehicle Lifts with Garage and Fleet Maintenance Equipment from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 12, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell

Stertil-Koni USA, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/8/2024 | 10:15 AM CST

DocuSigned by:
Scott Steinhardt
By: 6980C03433AD412...
Scott Steinhardt
Title: President
Date: 2/8/2024 | 10:04 AM CST

RFP 121223 - Vehicle Lifts with Garage and Fleet Maintenance Equipment

Vendor Details

Company Name: Steril-Koni USA, Inc.
Address: 200 Log Canoe Circle
Stevensville, MD 21666
Contact: Kellie Boehm
Email: kellie@steril-koni.com
Phone: 410-643-4434 106
Fax: 410-643-8901
HST#: 52-2010741

Submission Details

Created On: Tuesday November 07, 2023 15:33:34
Submitted On: Tuesday December 12, 2023 14:22:02
Submitted By: Kellie Boehm
Email: kellie@steril-koni.com
Transaction #: 3603aa2f-19e1-445a-bdc1-9d9ab16e1fbf
Submitter's IP Address: 24.145.93.156

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

| Line Item | Question | Response * |
|-----------|--|--|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | Stertil-Koni USA, Inc. |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | AC Hydraulics and Durabac, Inc. |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | None |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | Cage Code: 1MBU0 Unique Entity Identifier: TGJ6DPMZLFX3 |
| 5 | Proposer Physical Address: | 200 Log Canoe Circle Stevensville, MD 21666 |
| 6 | Proposer website address (or addresses): | https://stertil-koni.com |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Scott Steinhardt, President 200 Log Canoe Circle, Stevensville, MD 21666 scott@stertil-koni.com / 410.643.9001 |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Kellie Hibble, Administrative Sales Manager 200 Log Canoe Circle, Stevensville, MD 21666 kellie@stertil-koni.com / 410.643.4434 |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Tim Kerr, Sales Support 200 Log Canoe Circle, Stevensville, MD 21666 tim@stertil-koni.com / 410.643.9001 Emmaleigh Gibbs, Administrative Sales Support Assistant 200 Log Canoe Circle, Stevensville, MD 21666 emmaleigh@stertil-koni.com / 410.643.9001 |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

| | | |
|----|--|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>Stertil-Koni USA (SK) was established in January 1997 in the state of Maryland. SK is a wholly-owned subsidiary of Stertil Enterprises (SE), which is a Delaware-based corporation. SE has two entities: SK and Stertil ALM, the latter of which is the manufacturing and production arm of the company. SK is responsible for all sales and marketing of Stertil-Koni products in North America, and Stertil ALM is responsible for all manufacturing.</p> <p>The core values, business philosophy, and desire for industry longevity are all reflected in the definition of the company's MVVG.</p> <p>The MISSION of SK is to enhance the safe and effective movement of all heavy-duty vehicles throughout the world. Put in the vernacular: "By lifting the world's vehicles, we allow the world to move,"</p> <p>The VISION of SK is to promote and advance the safe lifting of all vehicles for ease of service.</p> <p>The core VALUE is to simply do what is right in all aspects of our operation and to promote trust.</p> <p>The ultimate GOAL is to be the leader in all industries we serve, especially the heavy-duty industry.</p> |
|----|--|---|

| | | |
|----|---|---|
| 11 | <p>What are your company's expectations in the event of an award?</p> | <p>Based in large part on association market share statistics, we estimate that Stertil-Koni has become the North American leader in heavy-duty lifting applications. Respectfully, we believe there is no other lift company that focuses exclusively on the heavy-duty customer, generally defined as the ability to lift vehicles over 16,000 lbs.</p> <p>Over the last 23 years, we have developed a very focused distributor base utilizing mostly "heavy-duty" oriented distributors strategically located throughout the United States and Canada.</p> <p>SK is a specialist in selling and servicing HD equipment to US Transit operations throughout the US. The present administration has invested heavily in transit to the tune of about \$100 billion per year that goes into future infrastructure planning and construction of new transit facilities.</p> <p>In addition, we maintain close relationships with the American Public Transit Association (APTA) and keep track of funding opportunities throughout the US and Puerto Rico.</p> <p>SK maintains a very studied analytical approach that monitors existing and future state-by-state project needs and planning. Therefore, one of the areas where we believe we can best promote the Sourcewell concept is with the 3,300 Transit agencies strategically located in North America. Generally speaking, Transit agencies buy heavy-duty lifting equipment at relatively high dollar volumes, and the SOURCEWELL concept is particularly well suited to promote the purchase of these products.</p> <p>Over the years, SK has become a leader in the HD marketplace. Our association with Sourcewell has solidified our position as it relates to this leadership role. As the leader in the field of heavy-duty vehicle lifting systems and a recognized marketing powerhouse in the transportation servicing field, Stertil-Koni takes great pride in its sense of focus, dedication to customer service, as well as ongoing readiness to perform at the highest levels of excellence. Given the fact that Sourcewell has been a catalyst in our development, the hopeful expectation of an award will further help solidify our position in the marketplace.</p> <p>Based on our previous and existing relationship with Sourcewell, we can immediately become operational if we are fortunate enough to benefit from an award. This will benefit Sourcewell, our distributors, our customers, and SK.</p> <p>In summary, our expectations are the following:</p> <ul style="list-style-type: none"> · Using our expertise and experience with the APTA, we can predict and anticipate purchasing needs related to the 3,300 US transits. Sourcewell will play a profound role in that conceptual leadership. · Our previous success and existing excellent relationship with Sourcewell will allow us to continue the momentum that has been established. · The increased addition of new product models, as well as an emphasis on shop equipment, will grow Sourcewell-based sales. · We want to increase training and collaboration between Sourcewell, our internal sales staff, and our individual 28 distributors in order to facilitate the purchase of equipment through Sourcewell. · Sourcewell is a great facilitator in the sense that it streamlines and removes the burden of traditional "low-bid" procurement. |
| 12 | <p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p> | <p>Stertil-Koni USA is part of the Stertil group—a highly diversified and highly profitable company with operations throughout the world, including Europe, Asia, and North America. The sales headquarters for SK USA is in Stevensville, Maryland. We are especially proud of our US manufacturing factory in Streator, Illinois, where we employ over 80 workers in various job functions. Our profitability measured through EBITDA is very healthy, and we have the financial resources to be able to continue investing in North America.</p> <p>To demonstrate Stertil-Koni USA's financial strength and stability, we have attached the company's Balance Sheet, Statement of Income, and The Independent Accountant's Review Report for 2020-2022 (Attachment 1).</p> <p>Some highlights from the years 2020 - 2022 include:</p> <ul style="list-style-type: none"> - Revenues have grown from \$46 Million in 2020 to \$84 Million in 2022. - Profit before tax has grown from \$5.8 Million in 2020 to \$10.7 Million in 2022. - The equity and equity ratios in 2022 are \$15.1 million and 70%, respectively. |

| | | | |
|----|---|---|---|
| 13 | What is your US market share for the solutions that you are proposing? | <p>SK is a member of the Automotive Lift Institute (ALI). As such, there are 19 members comprising both HD and automotive lifts. In the HD sector, as of October 2023, we enjoy the following market share:</p> <p>MOBILES: 37% (among 12 competitors) SKYLIFTS: 48% (among 5 competitors) DIAMOND LIFTS: 48% (among 3 competitors) ECOLIFT: 92%(among 2 competitors)</p> | * |
| 14 | What is your Canadian market share for the solutions that you are proposing? | <p>SK is represented by two major distributors in Canada: Novaquip (Ontario, Quebec, and the Maritime Provinces) and Westvac for British Columbia, Manitoba, and Alberta.</p> <p>These two significant distributors represent approximately 90% of the Canadian economy's economic valuation. Our strong distributor presence in these provinces, based on our historical and reality-based knowledge of winning the majority of the public bids, leads us to estimate that we enjoy perhaps 50% of the total market.</p> <p>Having said that, precise Canadian market share estimates are virtually impossible to confirm.</p> | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No. Stertil-Koni has never petitioned for bankruptcy protection. | * |
| 16 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>Stertil-Koni (SK) is best described as a distributor/dealer/reseller for a manufacturer of the proposed products/ equipment and related services.</p> <p>a) SK is the sales and marketing arm of the parent company we represent, Stertil Group BV. SK is also the sales and marketing arm of the US manufacturing company Stertil ALM. Attached is evidence of SK authorization as an equipment reseller from Stertil B.V. and Stertil ALM (Attachment 2).</p> <p>b) SK (the current applicant for the Sourcewell contract) is not a manufacturer. Stertil ALM (owned by the same parent company) is a sister company to SK. Stertil-ALM is the Streator, Illinois-based manufacturer. SK (Stevensville) is the sales and marketing arm of the North American operation.</p> <p>c) Rather, we are a member of the Stertil Group BV family of companies with a mandate to provide sales and service through an independent network of 28 exclusive distributors that operate in the U.S., Canada, and the Caribbean. These dealers are all independent third-party entities and represent the SK products in the heavy-duty vehicle lifting product marketplace on an exclusive basis in their specific territories.</p> | * |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>Stertil-Koni USA, Inc. is incorporated in the State of Maryland. We have attached the Good Standing Certificate issued by the State of Maryland's Department of Assessment and Taxation (Attachment 3). Stertil-Koni USA's FEIN # is 52-2010741. Our line of business does not require any additional specific licenses or certifications.</p> <p>That said, SK is a member of the Automotive Lift Institute (ALI), our industry's highly regarded independent watchdog. Stertil-Koni is proud to have a large number of heavy-duty lifting systems that are ALI/ETL Certified. By way of further background, ALI's mission is to promote the safe design, construction, installation, inspection, and use of vehicle lifts. Please see the attached documentation showing all of Stertil-Koni's lift models and accessories that are certified by ALI (Attachment 4).</p> | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Not applicable. Stertil-Koni has not been the subject of "Suspension or Disbarment. | * |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
|-----------|--|---|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | <p>Stertil-Koni has won several key awards for its product engineering. In addition, the company has been awarded multiple patents for its products by the United States Patent and Trademark Office (USPTO) and the Canadian Patent Office.</p> <p>Industry Recognition</p> <ul style="list-style-type: none"> • First vehicle lift company in the industry to be ISO 9001 certified • First lift manufacturer to offer certified mobile lifting columns utilizing wireless communications • First lift manufacturer to offer certified mobile lifting columns incorporating active energy retrieval system (AERS)—promoting "green" technology. • It is our contention that Stertil-Koni has the largest number of ALI/ETL-certified heavy-duty vehicle lifts registered with our industry's independent watchdog, the Automotive Lift Institute (ALI). • Recipient of the prestigious Innovation Award from Professional Tool and Equipment for developing the EARTHLIFT, the industry's first "green" mobile column lift. EARTHLIFT has components that are 98% recyclable, use bio-degradable fluid, feature batteries that are 100% recyclable, and employ an Active Energy Retrieval System to deliver 35% more lifting cycles at maximum load • Only lift manufacturer to offer a certified platform lifting system (SKYLIFT) that can be extended with certified platform extensions at 49 inches each. • Only lift company in the industry to offer an ALI-certified "tandem" design to platform lifts. • First lift company to have developed the concept of "continuous recess" in in-ground piston lifts. • First lift company in North America to design a piston in-ground lift without the use of hydraulics in the pit. NB: The oil reservoir is located in the above-ground console, thereby avoiding Class 1 Division 1 violations. • Market leader in sales of certified heavy-duty mobile lifting columns • Market leader in the total number of certified heavy-duty vehicle lifts • Only vehicle lift manufacturer that concentrates solely on the heavy-duty lift market, with lifting capacities starting at 16,500 lbs. |
| 20 | What percentage of your sales are to the governmental sector in the past three years | <p>Stertil-Koni built its reputation and sales based on municipal or government sales. From our inception in 1997 to 2010, the percentage of sales to the governmental sector was 81%. However, since 2011, Stertil-Koni began an active campaign to even out sales between the government and the private sector. As a result of these efforts between 2011 and 2019, our government sector represented 68%, with 32% trending toward the private sector. In terms of a particular direction, 20% of that 32% is focused on national accounts such as United Airlines, Southwest Airlines, Penske, and Ryder trucks.</p> |
| 21 | What percentage of your sales are to the education sector in the past three years | <p>The education sector is relatively underrepresented at Stertil-Koni and represents approximately 4% of sales. This is an area where we expect that Sourcewell's availability can help us increase market share. The majority of sales within that 4% is devoted to School Districts.</p> |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>CMAS: 2020 - \$0.00 / 2021-\$72,827 / 2022-\$0.00 FL Sheriffs: 2020 - \$199,918 / 2021-\$649,869 / 2022-\$1,019,238 NASPO: 2020 - \$7,970,923 / 2021-\$5,848,534 / 2022-\$9,349,757 NJ-ESCNJ: 2020- \$1,005,293 / 2021-\$851,091 / 2022-\$496,590 Sourcewell: 2020-\$3,369,290 / 2021-\$5,070,447 / 2022-\$11,550,061</p> |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>GSA: 2020 - \$ 622,668 GSA: 2021 - \$ 93,959 GSA: 2022 - \$1,054,838</p> |

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|--------------------------------|-------------------|----------------|---|
| Minneapolis Transit | Bill Beck | 612.349.8021 | * |
| City of Albany, GA | Adam Saylor | 229.302.1213 | * |
| Central Ohio Transit Authority | Dominic Valentino | 614.275.5830 | * |

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|----------------------------------|---------------|--------------------|---------------------|------------------------|----------------------------------|---|
| New Jersey Transit | Government | New Jersey - NJ | Vehicle Lift Supply | \$648,000 | \$8,700,000 | * |
| New York City Transit | Government | New York - NY | Vehicle Lift Supply | \$7,600,000 | \$7,600,000 | * |
| CDTA - Albany Garage | Government | New York - NY | Vehicle Lift Supply | \$470,000 | \$700,000 | * |
| Central Ohio Transit Authority | Government | Ohio - OH | Vehicle Lift Supply | \$1,280,000 | \$1,280,000 | * |
| Montgomery County Public Schools | Education | Maryland - MD | Vehicle Lift Supply | \$250,000 | \$1,900,000 | * |

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
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| 26 | Sales force. | Stertil-Koni (SK) has ten (10) sales managers. Because these sales personnel are employed by SK, they devote 100% of their time to SK and the support of their individual distributors. Each manager represents approximately an average of 4-8 states per person. (See attachment 5) | * |
| 27 | Dealer network or other distribution methods. | SK products are available through a dedicated network of 28 exclusive distributors. The concept of exclusivity is one that SK conceived early on in our development. By nature, exclusivity promotes a basis for loyalty, trust, and devotion to the causes that SK espouses and to the programs that SK is fortunate enough to derive benefit and investment. Sourcewell is one of those concepts, and since our distributors are exclusive, we are able to impart a sense of direction and strategic focus. These 28 distributors, exclusive to SK in the delivery, installation, and servicing of heavy-duty vehicle lifting systems and accessories, provide coverage for all the states in the U.S. (including Hawaii and Alaska) as well as all provinces of Canada. We also have a distributor that covers the Caribbean. (see attachment 6) | * |

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| 28 | Service force. | <p>The nature of the SK product is that service and installation are required in the sale and support of the products. As it relates to mobiles, training, and plug-ins are required, but as the demand for in-ground lifting needs (especially Diamond Lift inground) increases, installation and training become pronounced.</p> <p>Therefore, SK has an experienced, professional service department to support our network of dedicated distributors and the company's end users. This service department includes a service manager and four highly trained service technicians. Please note that all service personnel are full-time employees who are 100% dedicated to the SK product line.</p> <p>Each of our service techs undergo stringent training at our US manufacturing facility in Streator, Illinois.</p> <p>All four (4) of the SK service technicians are located in Stevensville, Maryland. The Stertil-Koni service department assists distributors by providing training as well as servicing and installing equipment. Further, as part of our commitment to delivering exceptional customer service, Stertil-Koni maintains and staffs a 24/7 telephone hotline in case of a technical issue that requires immediate attention. Thus, customers of Stertil-Koni products have direct access to service and technical support around the clock, 24/7, 365 days per year.</p> <p>Our service department consists of: Kevin Hymers, Director of Operations. Mike Tillberry, Service Manager. Mike Nichols, Service Technician. Travis Wilks, Service Technician. Mike Turner, Service Technician.</p> <p>These four (4) techs are used to support our distributors, deal with difficult problems, and, if necessary, service customers and distributors around the US as needed.</p> |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | <p>As previously mentioned, SK sells and provides service to an exclusive group of 28 strategically distributed distributors throughout North America. These partners have been instrumental to the overall success of the Sourcewell / Stertil-Koni USA partnership, and as such, they will be very involved in the sales and order processing procedure.</p> <p>As it relates to the specific ordering process, we require that purchase orders from Sourcewell Members be issued to Stertil-Koni USA rather than the Dealer Network. Of course, the distributors will be the primary source of sales and the principal contact point with a Sourcewell Member as it relates to product demonstrations, setup and training, and regular customer service questions.</p> <p>Centralization is critical for several reasons:</p> <p>a) Consistency, accuracy, and contract compliance. All of our distributors are independent third-party corporations. As such, it would be virtually impossible for Stertil-Koni USA to guarantee contract compliance as it relates to pricing, discounts, and other terms and conditions if we don't see each purchase order. Thus, the only way SK can guarantee 100% compliance is by processing all orders directly.</p> <p>b) Reporting: Centralizing all purchase orders through Stertil-Koni USA will also ensure that all sales are included in calculating and payment of the administrative fee to Sourcewell.</p> <p>We wish to emphasize that one of Stertil-Koni USA's great strengths lies within our highly customer-oriented exclusive Dealer Network. Even though the purchasing process is centralized, all Sourcewell Members will receive the same level of service and follow-up as if they placed their purchase orders locally.</p> <p>Therefore, Stertil-Koni USA requires that all purchase orders from Sourcewell Members shall be issued to Stertil-Koni USA, Inc. by:</p> <p>E-mail: orders@sterdil-koni.com Mail: Stertil-Koni USA, Inc., 200 Log Canoe Circle, Stevensville, MD 21666 Fax: +1 410-643-8901</p> |

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| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>SK is a sales, marketing, and service organization with one goal: to provide professional support to our customers and partners such as Sourcewell.</p> <p>In terms of our service program process and procedure, Stertil-Koni (SK) maintains a full line of professionals in-house dedicated to supporting our sales, installation, and marketing efforts. The company's in-house sales force comprises 10+ employees and a CAD engineer to provide sales, customer support, and technical guidance. In addition, at our headquarters location in Stevensville, we have a dedicated operations/customer support and technical team (available 24/7) - as well as a complete warehousing operation with four employees, a marketing department with three professional employees, a financial department, and related support staff.</p> <p>The Stertil-Koni organization is dedicated to providing radical customer service with a commitment to a 24/7 response for sales, service, and technical inquiries. Stertil-Koni also utilizes a web-based CRM system to track customer satisfaction and a state-of-the-art inventory management system for tracking financial results, product shipments, and more.</p> | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | <p>SK was built on the vision and promise of being willing to become the market leader, and based on many measures, we have achieved that. Willingness is a motivational exercise that is based on intention and drive. Ability is quite different. Ability presupposes that there are factors in place that allow the willingness to proceed. In the 26 years that we have successfully built the SK organization we have put together the steps needed to effectively provide the SK products to the Sourcewell entities. This is based on the following:</p> <ul style="list-style-type: none"> • The 28 SK distributors have the geographical outreach to take care of the outlying geographic areas also represented by Sourcewell entities • SK as an organization has the financial outreach and high levels of profitability to provide the necessary services and products to all Sourcewell entities. • SK has the intellectual capital to be able to serve the multiplicity of needs of all the Sourcewell stakeholders. • SK has the products and services to allow Sourcewell to grow in the many markets that it represents. • SK has the foresight and is in the process of developing the products of tomorrow that the changing landscape of the service market will need in the foreseeable future. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Everything explained in 31 has the same application for Canada. In fact, Canada was the source of the second selection of SK distributors in 1997. Canada is part of North America. We share the same culture, values, and needs of the USA. SK has always prioritized the needs of the Canadian market. As indicated in our submission, we further believe that, proportionately speaking, Canada has a bigger potential than the US in terms of opportunities and needs. In addition, SK has recently hired a Regional Sales Manager located in Calgary, Canada. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | SK is dedicated to providing and servicing the geographical areas that represent North America. There is no geographical area that we do not cover or at least attempt to cover. | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | SK intends to provide sales and support to all entities served by Sourcewell. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | SK is fully committed to fulfilling the contract requirements for Hawaii, Alaska, and US territories. To ensure smooth execution, detailed discussions regarding freight and support needs are crucial due to the geographical expanse of these regions. | * |

Table 7: Marketing Plan

| Line Item | Question | Response * |
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| 36 | <p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p> | <p>Stertil-Koni, widely recognized as the leader in the sale of heavy-duty vehicle lifting systems, shop equipment, and accessories across North America, has also established its dominance in these sectors by virtue of its highly professional, proactive, and keenly focused marketing-oriented approach. In that role, particularly in conjunction with a contract award from Sourcewell, our goal is to continue leveraging our broad, results-driven portfolio of the latest marketing techniques to further advance the sale of our heavy-duty lifting systems across multiple customer audiences.</p> <p>What's more, upon an award from Sourcewell, Stertil-Koni will have a comprehensive marketing plan in place to build awareness of the award and generate orders via the Sourcewell contract.</p> <p>Key elements in our Marketing Plan will include (but not be limited to) the following:</p> <ol style="list-style-type: none"> a. Trade Shows: Stertil-Koni participates in more than 100 trade shows each year across the U.S. and Canada, most of which are focused on the municipal and government marketplace - an ideal alignment for the Sourcewell contract. At these shows, Stertil-Koni will provide professional signage, literature, and visitor briefings on the topic of the partnership between Stertil-Koni and Sourcewell and encourage customers to purchase via the Contract. b. Website Feature: Stertil-Koni will include prominent coverage on our company's homepage, www.Stertil-Koni.com, and on our site's "Purchasing" page. c. Social Media Features: Facebook, Twitter, Instagram, and LinkedIn articles/posts will be published. d. eBlast/s: News distribution regarding Stertil-Koni and Sourcewell will be sent on a regular basis to +35,000 opt-in visitors, leads, and prospects --who currently receive Stertil-Koni updates weekly. e. Blog Feature: Sourcewell articles will be published on Stertil-Koni's blog during the calendar year. f. Distributor Relations: Email and phone alerts will be directed to Stertil-Koni's dedicated network of exclusive heavy-duty vehicle lift distributors across the U.S., Canada, and the Caribbean. g. Sales Force Communications: Personal outreach will be made to Stertil-Koni's in-house sales representatives, serving the U.S., Canada, and the Caribbean, as well as colleagues around the world. h. Email Signatures: Stertil-Koni will encourage its internal team and distributors to feature the Sourcewell logo and a description of the Sourcewell contract awarded to Stertil-Koni on their respective email signature lines. i. Press Releases: Stertil-Koni is the industry leader in issuing professionally written, hard-news-oriented press releases to business and trade press, generating over 5,000 digital and print articles annually. News alerts, first approved by Sourcewell, will be developed and delivered to leading business, transportation, and procurement trade press via Stertil-Koni's professional news distribution service, PR Newswire. j. Advertising: Stertil-Koni will seek to include the partnership between Sourcewell and our company via its targeted, professionally designed, and implemented digital advertising schedule. (see attachment 7) |
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| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>Stertil-Koni embraces advanced technology and the use of the Internet as key tools in providing world-class, ongoing marketing activities. Further, these elements will be a cornerstone of our dedicated efforts to ensure broad contract awareness in the U.S. and Canada upon an award from Sourcewell.</p> <p>What follows below is greater detail regarding Stertil-Koni's use of technology to enhance marketing effectiveness.</p> <p>Stertil-Koni employs the latest technology on multiple fronts to provide world-class marketing. We will leverage our expertise and apply it to enhance our marketing effectiveness in conjunction with an award from Sourcewell - all to ensure national (and international) contract awareness. Examples include:</p> <ol style="list-style-type: none"> a. CRM System: Stertil-Koni utilizes Sugar, a world-class, web-based customer relationship management (CRM) system that is updated daily to track all bids, leads, projects, trade shows, customer interactions, customer feedback, distributor activities, sales and more. This is all part of our ongoing management approach that we describe in two simple words: "Measurement Matters." The result? Top management and sales representatives can track in real-time all active deals, leads, and trade show activity across the U.S. and Canada to increase our "closing rate" and ensure the highest levels of customer satisfaction. b. Enterprise Software: Stertil-Koni uses a powerful enterprise software system from SAP to closely track inventory, product shipments, sales, warranty claims, and financial results to further ensure the superior reviews in terms of customer support and satisfaction. All Sourcewell-related sales are also tracked in our digital record-keeping system. c. Real-time Communications Systems: Stertil-Koni utilizes the latest technologies to provide real-time communications with our sales team, distributors, and customers, including: a 24/7 customer hotline, smart phones, iPads, laptop computers, website updates, email communications, eBlasts, blog, password-protected extranet, and social media. d. Google Analytics: Website tracking and performance is reviewed daily, and Stertil-Koni continuously strives to boost our website visibility, unique visitor count, page views, time-on-site and Search Engine Optimization (SEO). e. Constant Contact Email Marketing: Stertil-Koni uses a proprietary, opt-in contact list of more than 35,000 individuals - grown organically over the past 24 years - to deliver weekly product, contract, and service updates that are in turn monitored for "Opens" and "Click-through" rates." Performance, in terms of messaging and imagery, is evaluated continuously, and we modify our techniques to enhance customer "Opens," "Click-Throughs," and information requests. f. Vimeo and YouTube: Stertil-Koni maintains a company "channel" on our website that features more than 40 videos. Company marketing and product videos are distributed regularly via two of the most broadly used video delivery systems - g. YouTube and Vimeo. h. Video Conferencing: Stertil-Koni regularly uses Microsoft Teams, Zoom, Webex, i. Use of the Internet: Communicating via the Internet is also fundamental to Stertil-Koni's marketing focus, including: <ul style="list-style-type: none"> • Website: www.Stertil-Koni.com • Social Media - Facebook, Twitter, Instagram, LinkedIn • Email "Blasts" and Tracking: Constant Contact • Extranet: 24/7 access for distributors and sales personnel to obtain specifications, drawings, manuals, brochures, and latest product updates |
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| <p>38</p> | <p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p> | <p>It is our contention that the previous relationship between SK and Sourcewell has been beneficial for both parties. Accordingly, we hope that the cooperation will continue and we will derive a mutual benefit by working together. We think that the key benefits and attributes of the relationship include the following:</p> <ul style="list-style-type: none"> • SK regularly invites Sourcewell managers to yearly events where all our sales personnel meet. The benefits that derive from these annual events include the opportunity for Sourcewell to meet the key salespeople to increase sales of Sourcewell-related contracts and to understand the rules and regulations of the Sourcewell contract. • Sourcewell literature and graphics are displayed at Stertil-Koni's extensive trade show schedule of events. SK is the only heavy-duty vehicle lift company that regularly engages in more than 100 trade shows per year. In fact, SK regularly attends the APTA (American Public Transit Association) show + the Public Utility show, and many others. • Sourcewell executives are invited to participate at Stertil-Koni's Annual Distributor Meeting - our single most important sales event of the year - and make a major presentation to all our key leadership and sales personnel regarding the tremendous opportunities afforded by the Sourcewell contract. • Sourcewell will issue its own press release announcing that Stertil-Koni has been awarded a contract for "Vehicle Lifts, with Garage and Fleet Maintenance Equipment." For our part, Stertil-Koni will integrate a Sourcewell-awarded contract into our sales process with details below: <ul style="list-style-type: none"> • Immediately upon the contract award, SK will contact all employees and distributors with news of the award and, that same day, initiate our high-impact marketing campaign. • Sales personnel will be the first to be targeted. Hence, our campaign, emphasizing the contract award, will instantly reach Stertil-Koni's in-house sales personnel, totaling 13 top professionals located strategically across North America as well as our entire distributor network, totaling 28 distributor companies and approximately 100 salespeople in the U.S. and Canada. • It is our firm commitment that each Stertil-Koni sales representative and distributor will receive pertinent and timely information about the Sourcewell award and pricing within 24 hours of the contract award, with ongoing briefings and follow-up. • If we are fortunate enough to be awarded a contract, SK marketing will engage in major promotional activities to inform our customer base of the renewed Sourcewell contract. • A Stertil-Koni press release will announce the contract award, to be distributed via PR Newswire to our extensive media contact list. • Sourcewell will receive prominent placement on our website's "How to Buy" page (please see attachment 7). • Stertil-Koni will deliver an eBlast to our opt-in list of +35,000 via Constant Contact (sample attached) and continue to inform this key audience regarding the opportunity to purchase our lifting systems, shop equipment, and accessories via the Sourcewell contract. • Trade show presence in terms of Sourcewell literature and banners (attachment 7). • A Sourcewell presentation will be given by a senior Sourcewell executive at the Stertil-Koni Annual Distributor Meeting. • Stertil-Koni Marketing will design and run select banner ads in key industry trade publications (attachment 7). |
| <p>39</p> | <p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p> | <p>At the current time, market forces have shown - and Stertil-Koni concurs - that the company's heavy-duty vehicle lifting systems are not yet applicable for an E-procurement process, particularly given the complexity of the systems and the consultative manner in which they are evaluated and sold.</p> <p>That said, Stertil-Koni makes every effort to expand its online visibility for its full range of products, accessories, and services.</p> <p>Our entire product line of comprehensive shop equipment and accessories is available online at www.Stertil-Koi.com with product details available as follows:</p> <ul style="list-style-type: none"> • Stertil-Koni Product Catalog; and • Stertil-Koni Shop Equipment and Accessories. |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
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| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>All equipment provided by Stertil-Koni and our network of dedicated distributors includes equipment setup and operational training as standard. At any time after the initial sales, the Stertil-Koni group can provide additional operator training. Further, training material is always available in print, web, and video formats. Also, when requested by the end-user, Stertil-Koni will additionally provide maintenance training on our equipment and accessories.</p> <p>In addition, SK holds regular, ongoing sales and product training meetings at multiple locations around the U.S. At those meetings, equipment maintenance and training are conducted and evaluated in detail.</p> <p>SK provides extensive training in the following product categories:</p> <ul style="list-style-type: none"> • Mobile columns—evaluation and placement of rollers and slide blocks—trained in e bright controls and integration—metal cabinet wireless controls—evaluation of power lifts—Earthlift controls—Batteries—Ebright VAC controls • ECOLIFTS—trained in evaluation and placement of slide blocks—trained in versions of centering lines and sliding retainers—overview of classic controls—in-depth review of PCB basic controls—in-depth review of ebright controls—inclinometer values and adjustments—max height programming—AWBP • Diamond lifts—assembly of pistons—in-depth explanation of sonar-based oil sensors—review of items in oil tank—e bright controls—review of sump pump • SKY lifts—in-depth review of PCB-based controls—E Bright controls—software updates |
| 41 | Describe any technological advances that your proposed products or services offer. | <p>Stertil-Koni is the recognized innovation leader in the heavy-duty vehicle lift industry. Stertil-Koni holds numerous patents in the United States and Canada for our lifting methods, engineering design, and support systems. Many of the products offered by Stertil-Koni are unique and are not available from other manufacturers. For example, Stertil-Koni was the first manufacturer to provide a green lifting solution for mobile lifting columns and now offers a control system - called ebright Smart Control System -- that incorporates a 7-inch full-color touch screen, much like a computer tablet, for human/machine interface.</p> <p>This solution puts all the operations of the vehicle lift directly at the fingertips of the person who needs the information most - the busy technician on the shop floor. Further, future updates can be provided via software downloads; performance tracking is captured in a "black box" environment; and the touch-screen interface is quick, easy-to-use, and intuitive. Please note that the ebright Smart Control System is ALI/ETL certified and unmatched in the industry.</p> <p>Highlights of what the ebright Smart Control System includes:</p> <ul style="list-style-type: none"> • A high-resolution, brightly illuminated, full-color, 7-inch screen • Touch screen control, even when the technician is wearing gloves • Owner/user-configurable options, including choice of language and personalized ID key to protect against unauthorized use • Presentation of all relevant information at a glance • Up to 16 mobile columns fully synchronized in a single set. <p>Modeled on the conceptual benefits of today's computer tablets, features of the ebright Smart Control system include such vital data as maintenance notifications, programmable lifting-height settings, tracking of specific operations, information codes, and even the operator manual.</p> |

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| 42 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | <p>At Stertil-Koni, the leader in heavy-duty vehicle lifts, we've taken green technology to new heights in both mobile column lifts and in-ground lifts. Our highly regarded EARTHLIFT is the industry's first hydraulic green mobile column lift. Its columns are made with components that are 98% recyclable, and the Active Energy Retrieval System (AERS) allows operators to achieve 50% more lifting cycles at maximum lifting load. What's more, the on-screen display highlights the AERS system, enabling the operator to see savings in real-time. EARTHLIFT also uses a closed hydraulic system that contains bio-degradable fluid, and the batteries are 100% recyclable.</p> <p>Many maintenance facilities also utilize in-ground lifts. That's why Stertil-Koni pioneered the introduction of our U.S. and Canadian-patented ECOLIFT, with a lifting capacity of up to 90,000 lbs. It is the industry's original ultra-shallow, full-rise in-ground axle engaging lift. In addition, ECOLIFT uniquely combines high-pressure low volume hydraulics and only requires 3.5 gallons of fluid per scissor - and the hydraulics and electrical components are contained in a free-standing console above ground for easy access. This lift ensures sizeable cost savings on construction and installation and can be utilized in existing workshop pits and even at locations with high water tables.</p> <p>Stertil-Koni also features the DIAMONDLIFT, an in-ground telescopic piston lift setting new standards in heavy-duty lifting. Each piston uses less than five gallons of bio-degradable hydraulic fluid. Plus, all DIAMONDLIFT cassettes are fully self-contained, thanks to Stertil-Koni's exclusive DiamondGuard coating. This unique compound ensures that hazardous shop fluids do not enter the environment. In that way, soil contamination is not a concern.</p> |
| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>Virtually all heavy-duty Stertil Koni heavy-duty (HD) lifting products carry the Automotive Lift Institute (ALI) gold label.</p> <p>In addition, Stertil Koni is an ISO 9001-certified company and was the first lift company in the world to acquire ISO 9001 certification.</p> <p>Furthermore, Stertil Koni is the most environmentally friendly company in the HD lifting world. SK manufactures products that meet the "green standard" criteria. Toward that end, we have designed HD lifts with full-color touchscreen control that provide solutions to save energy. We have designed the Active Energy Retrieval System (AERS) feature. The AERS allows the operator to achieve up to 50 lifting cycles without battery recharging. The ingenious concept allows the motor to reverse counter-clockwise and automatically recharge the battery during the downward motion. This saves the end-user thousands of dollars per year in electricity usage, given the fact that the type of equipment used by Stertil Koni requires 220/460 volts. As such, 98% of the materials are recycled materials. Such life cycle design parameters mean that Stertil-Koni is at the forefront of product design and application.</p> |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | <p>Stertil-Koni USA, Inc. makes a concerted, proactive effort to partner with WMBEs and SBEs whenever possible.</p> <p>This is especially true at our manufacturing location in Streator, Illinois, where we need to meet the needs and requirements of the Buy America Act (Surface Transportation Act of 1987). As a result, we often have to purchase US steel and other local US purchasing requirements.</p> <p>Stertil-Koni USA has also outsourced its corporate IT hardware and software services to a Service Disabled Veteran Owned Business (SDVOB) company, Corsica Technologies, headquartered in Centreville, MD 21617.</p> <p>Stertil-Koni USA proactively and aggressively solicits Minority and Women-owned Business Enterprises (MWBES) for all trucking services. We are currently requesting quotes from AIT Worldwide Logistics, Middleburg Heights, OH 44130, Expedited Transportation Services, Loganville, GA 30052, and Davis Freight Management Inc., Alden, NY 14004. All three companies are approved MWBES by the State of New York.</p> <p>If Stertil-Koni USA is awarded a contract with Sourcewell, our goal will be to expand our utilization of WMBEs and SBEs for the trucking services resulting from the Sourcewell contract. To that end, Stertil-Koni USA will identify several national and global freight agencies with existing MWBE and/or SBE accreditation in good standing.</p> |

| | | | |
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| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | <p>As the leader in heavy-duty vehicle lifting systems in North America, Stertil Koni provides the following benefits to Sourcewell:</p> <ul style="list-style-type: none"> · Established, mature, and experienced exclusive distributor organization dedicated to the sale and service of heavy-duty lifting equipment, accessories, and shop equipment. · Innovative products that continually meet the needs of the marketplace place, including addressing the needs of meeting ecological standards. · The principle and development of the Active Energy Retrieval System is unique in the marketplace and greatly reduces energy requirements in the workshop. · Mobile lifting technology can achieve up to 50 lifting cycles without battery recharging, thereby increasing the productivity of the marketplace. · Unlike other competitors that utilize electricity and hydraulic oil in the pit area, the SK reservoir is contained 18" above the ground, thereby meeting the requirements of Class 1 Division 1 standards. · Fanatical focus and commitment to excellent service and availability of spare parts. | * |
|----|--|---|---|

Table 9: Warranty

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

| Line Item | Question | Response * | |
|-----------|---|---|---|
| 46 | Do your warranties cover all products, parts, and labor? | Our warranty covers all of our products. Our standard warranty is 1-year labor, 2-year parts, and 5-year parts only on hydraulic cylinders used in our mobile lifting columns and a lifetime parts-only warranty on nylon guide rollers used in SK lifting products that utilize such rollers. (Attachment 9) | * |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | <p>We do have two instances where the warranty is limited.</p> <p>(a) This warranty does not apply where equipment has been damaged due to abnormal wear, misuse, overloading, accident (including shipping), improper maintenance, alteration, improper fluid maintenance, or other causes "not the result of defective materials or workmanship."</p> <p>(b) Stertil-Koni lifting equipment must be installed and serviced by Stertil-Koni factory-trained and Stertil-Koni factory-authorized service technicians. Stertil-Koni lifting equipment not installed and serviced by Stertil-Koni factory-trained and Stertil-Koni factory-authorized service technicians will result in a voided warranty.</p> | * |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Yes, under the one (1) year labor timeframe of our warranty. Past the one (1) year, technicians' travel and time are billable. | * |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Stertil-Koni covers all geographic regions of the U.S. Warranty service is handled through our network of distributors. Each distributor has an assigned geographic area they are responsible for covering. See attachment 6 for the distributor listing. | * |
| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Yes. Our standard warranty covers all our products - 1-year labor and 2 years parts. | * |
| 51 | What are your proposed exchange and return programs and policies? | Generally speaking, and depending on the circumstances of the individual situation, the goal at SK is to provide customer satisfaction. If SK is not able to satisfy customer requirements, with the exception of certain in-ground lifting products, which are essentially impossible to return and exchange. In that case, we will work with existing Sourcewell customers to provide a level of compliance and satisfaction with the required product quality. | * |
| 52 | Describe any service contract options for the items included in your proposal. | Because the type of equipment that Stertil-Koni sells (with the exception of mobiles) requires an installation phase or several installation phases, there are various options for both installation and post-sale service requirements that are performed by our distributors. Such options are better explored and actualized by contacting the individual SK distributors. | * |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
|-----------|--|--|
| 53 | Describe your payment terms and accepted payment methods. | Stertil-Koni's payment terms are Net 30 days. |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | Stertil-Koni does not have a leasing plan or financing options available at this time. |
| 55 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Stertil-Koni sends the terms and conditions with each invoice. (see attachment 10) |
| 56 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process? | No. Currently, Stertil-Koni does not accept the P-card and payment process. However, we are open to exploring the opportunity. |

Table 11: Pricing and Delivery

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

| Line Item | Question | Response * |
|-----------|--|---|
| 57 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | <p>Stertil-Koni publishes and regularly updates a price list containing all items offered to Sourcwell members. At the same time, there are a limited number of additional items, such as product installation for fixed lifts, which are not found on the published price list but are negotiated with and agreed upon in partnership with the end-user before consummating the sale. The Purchase Order for an item of this type is always directed to Stertil-Koni.</p> <p>Canada: On request, Stertil-Koni USA, Inc. will provide quotes in Canadian Dollars that will remain valid for 30 days.</p> |
| 58 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | <p>Stertil-Koni is pleased to be provided with this opportunity by Sourcwell. We realize the value of purchasing contracts and look forward to a favorable outcome in our proposal to Sourcwell. Stertil-Koni intends to offer Sourcwell a very favorable discount off the list price as displayed in our published price list. The discounts on Stertil-Koni lifting systems will be as follows:</p> <p>For the purchase of 1 lifting system: 29% off the list price. For the purchase of 2-7 lifting systems: 32% off list price. For the purchase of 8 or more lifting systems: 33.5% off the list price.</p> |
| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | <p>For the purchase of 1 lifting system: 29% off list price. For the purchase of 2-7 lifting systems: 32% off list price. For the purchase of 8 or more lifting systems: 33.5% off list price.</p> |
| 60 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | <p>All Stertil-Koni lifting system products will be offered as part of the Sourcwell contract. With regard to additional costs, as they relate to Stertil-Koni, these typically would be for infrastructure repairs associated with fixed machinery (i.e., in-ground lifting systems, two-post, four-post, and platform lifts).</p> <p>In those instances:</p> <ol style="list-style-type: none"> Strategy: Sourcwell member will work with the Stertil-Koni distributor in the member's territory to establish a fair and reasonable price for the additional items. Process: Stertil-Koni's distributor will alert Stertil-Koni to the request and communicate the details to the Sourcwell member and Stertil-Koni. Specific Method: The Sourcwell member will add the agreed-upon item on the PO, which is submitted directly to Stertil-Koni. |

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| 61 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Total "Costs of Acquisition" charges not included in "Pricing" submitted in the Stertil-Koni proposal are: a. Installation of fixed equipment lifting systems (e.g., in-ground piston and scissor lifts, platform lifts, two-post and four-post lifts): These costs are to be agreed upon between the Sourcewell member and the Stertil-Koni distributor. b. Freight: FOB Stevensville | * |
| 62 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | All shipping and delivery is FOB Stevensville at cost. By way of further background, Stertil-Koni has a dedicated Logistics Department at the company's headquarters in Stevensville, Maryland, that works with numerous high-quality shipping companies throughout the United States and Canada. With our equipment's unique shape, weight, and transportation considerations, Stertil-Koni has developed a very responsive transportation network. We have very competitive rates with all our carriers and have an outstanding record of less than 0.1% in freight damage using our methods. In sum, Stertil-Koni does not markup freight charges, only invoicing for exact charges for equipment shipments. | * |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Stertil Koni products offered to Sourcewell members are priced FOB Stertil-Koni in Stevensville, Maryland. As such, the original expense to ship the product to the user is paid by the user at the time of sale. This includes all locations in the continental US. In accordance with the exchange and return policy stated above, and to ensure radical customer service. Stertil Koni would provide for shipping as needed to return or exchange a product that did not satisfy the end-user (at SK's expense). | * |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | As previously described, delivery of equipment outside the continental US will generally require containerized vessels to various ports. For example, we provide ECOLIFTs to San Juan, Puerto Rico, and those lifts can only be provided by including them in a sealed container, which is a unique delivery method. 95% of the time, our equipment can be included on common carriers. | * |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|---|
| 65 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | We offer 29% off list price. See attached for pricing |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|----------|------------|
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| 66 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. | <p>Proper contract compliance is the end goal. Steril-Koni has established procedures and systems in place used in previous contracts and adjusted to meet the increased needs of Sourcwell. These procedures and systems were driven in part to fully comply with existing purchasing contracts, such as Steril-Koni USA's GSA schedule, which now runs through the Federal Contracts Corporation. Regarding the order processing side of the business, we have multiple checkpoints in place.</p> <ol style="list-style-type: none"> The purchase orders from Sourcwell customers will be reviewed by two different members of the accounting team as well as Sourcwell-related staff. All customer purchase orders are also checked for pricing, discounts, and all other terms and conditions before the order is entered into the SAP system. We have implemented this order entry review process to catch pricing and discount anomalies before the order is inputted into our system. Finally, we check the invoice for pricing and discount compliance before sending it to the customer. Consequently, if there should be an error in the original quote, an error in the purchase order from the Sourcwell customer, or an incorrect order entry input on Steril-Koni USA's end, it will be discovered in our billing department before we create the invoice. <p>Regarding sales reporting to Sourcwell and contract fees payable to Sourcwell, we will "tag" all sales arriving from the Sourcwell contract with a unique code in SAP. The tagging will be done in the Order Entry Department. This process is not unique to Sourcwell but is part of all order entries.</p> |
| 67 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | <p>Ultimately, the success of the Sourcwell contract can be measured in several ways, seen from the perspective of Sourcwell, the authorized participants, and the end users (customers). For the contract to be truly successful, it must meet the needs and requirements of those three entities. As such, we engage in quarterly exercises to evaluate the program's success primarily seen or determined based on contract dollar value.</p> <p>Obviously, if the contract value is below the expectations of all parties, then by definition, the results have not met the needs of the individual parties.</p> <p>We also engage in customer service surveys to measure the degree of satisfaction with the purchasing process seen from the perspective of delivery, installation, product reliability, and overall satisfaction on the end user's part.</p> <p>One of the best ways to determine growth and success can be measured in the following ways:</p> <ol style="list-style-type: none"> Is the aggregate dollar value of the contract to the satisfaction of Sourcwell and the contract holder? Has there been substantive growth in the contract values on a quarterly and yearly basis? Have the buyers on the Sourcwell contract expressed satisfaction or dissatisfaction as it relates to the disposition and progress of the contract? <p>These internal metrics are used to evaluate the success and whether eventualities can be improved.</p> |
| 68 | Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Steril-Koni proposes an administrative fee of 1.75%, payable to Sourcwell, for contract facilitation, management, and promotion of the Sourcwell contract. |

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

| Line Item | Question | Response * |
|-----------|---|--|
| 69 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>SK is a specialist dedicated to selling and servicing heavy-duty (HD) vehicle lifting systems. Early in our development, we initiated the concept of FREEDOM OF CHOICE, the idea being that customers have individual needs as it relates to the type of product they are lifting. Therefore, early on, we wanted to provide every kind of lifting technology and design available in the marketplace.</p> <p>As such, we developed four major product specialties that reflect the totality of what any HD customer may wish or need. The operational characteristics of any particular HD lift often define the particular lift or application the customer may need.</p> <p>SK specializes in six (6) categories of heavy-duty (HD) lifts:</p> <ul style="list-style-type: none"> • Mobile lifts • In-ground piston-type lifts • Scissor lifts • Platform lifts • Two post Freedom lifts • Heavy-duty 4-post lifts <p>SK provides a wide variety of lifts, and our dealers or distributors install the lifts as they pertain to the individual needs of the Sourcewell customer.</p> <p>Specifically, the product offerings are the following:</p> <p>Mobile lifts:</p> <ul style="list-style-type: none"> o Earthlift (with Active Energy Retrieval) provides up to 35% more lifting efficiency. <ul style="list-style-type: none"> This “green” technology saves battery life and is more conducive to protecting the environment. o Capacities are 18,500 lbs. per column and 22,000 lbs. per column. o Captures regenerative power and provides more lifting cycles. o Utilizes an AER (Active Energy Retrieval) system that recharges battery life when the motor reverses direction. o Provides maximum workshop efficiency, allowing additional lifting cycles without recharging. This product can be classified as an “environmental lift” promoting “green” energy, which is particularly attractive to municipalities. o It utilizes 98% recyclable components and biofluids for hydraulics. <p>Standard hydraulic mobile lifts:</p> <ul style="list-style-type: none"> o Comes available in both wireless and cabled models. o Multi-master system with control panel on every column o Multiple set configurations possible for large workshops—accommodating up to 32 columns in a single set. o Intuitive full color 7” touch screen ebright control and multiple programming features o 20 full cycles under full load without recharging for the 18,500 lb. capacity column. <ul style="list-style-type: none"> Easy recharging from any standard 110-volt outlet <p>Platform lifts</p> <ul style="list-style-type: none"> o Premium platform lifting with true vertical rise with no cross beams and obstacle-free easy access. o Complete safety with locking from floor level. o Unique half-scissor design which requires no significant loading on the concrete since forces are absorbed into the half-scissor. o Weather-resistant galvanized Washbay model for indoor or outdoor use. o Complete lifting flexibility: articulated buses, trucks with semi-trailers, and articulated units. o Available in tandem configurations o Wide range of models, both surface and semi-flush and fully flush mounted, and platform lengths from 20 to 48 feet. <p>2-post Freedom lifts</p> <ul style="list-style-type: none"> o Flexible, easy access without overhead beams or floor plates. o Stable and fully integrated base plate design o Smooth and controlled lifting with a synchronized electronic double hydraulic |

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|----|---|---|
| | | <p>system.</p> <ul style="list-style-type: none"> o Maximum lifting versatility and a wide variety of telescopic lifting arms. o Safe, independent locking system engages at 8" <p>Heavy-Duty 4-post lifts</p> <ul style="list-style-type: none"> o Capacities 50,000 lbs and 66,000 lbs. o Traditional 4-post lifts with standard drive platform configurations o Suitable for a wide fleet of vehicles: articulated buses, trucks with semi-trailers o Platform lengths available from 20' to 38' o Available in tandem configurations <p>In-ground piston Diamond Lift</p> <ul style="list-style-type: none"> o 64,000 lbs up to 140,000 lbs. o "Continuous Recess" version suitable for low clearance vehicles: flush with the floor <ul style="list-style-type: none"> o Fully hydraulic system with double telescopic pistons o Available in 2, 3, or 4-piston configuration. o No electrics or hydraulics in the pit area o Galvanized Ultra-High endurance DiamondGuard o Cassette or frame model available—customer's choice <p>In-ground Scissor ECOLIFT</p> <ul style="list-style-type: none"> o Unique shallow 34" depth design o Reduced installation costs—50% shallower than traditional in-ground lifts o Fully hydraulic system with robust cylinders o Continuous recess for easy accessibility and convenience for low-clearance vehicles <ul style="list-style-type: none"> o Available in 2, 3, or 4 scissor configuration o Relocatable to a different facility <p>Full range of shop equipment</p> <p>Conceptually, vehicle lifts allow the mechanic to raise heavy-duty vehicles. Once the vehicles are elevated, individual components must be removed. That includes gas tanks, tires, front-end assemblies, exhaust, etc. The purpose of shop equipment is to isolate and remove individual components so that mechanics can perform more exact and specific individual repairs on components.</p> <ul style="list-style-type: none"> o SKWD 500 1,000 lbs. capacity o Foldable support stands (18,500 lbs. and 26,500 lbs.) o Heavy-duty transmission jack (3,500 lbs) o Various portable hydraulic jacks o High Lift wheel dolly to remove individual tires from vehicle. <p>Please note that each product offering may require installation, and the SK distributors are fully certified and trained to achieve any individual requirement anywhere in the USA and Canada.</p> |
| 70 | <p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p> | <p>Stertil-Koni's product line can best be described as heavy-duty vehicle lifting systems, shop equipment, hoists, related accessories, and ongoing fleet servicing equipment for government, municipalities, and education entities.</p> |

*

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

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

| Line Item | Category or Type | Offered * | Comments | |
|-----------|---|--|---|---|
| 71 | Vehicle lifts | <input checked="" type="radio"/> Yes <input type="radio"/> No | Our product range includes mobile column lifts and inground lifts - including piston lifts and scissor lifts - as well as 2-post lifts, 4-post lifts, platform lifts, and more. | * |
| 72 | Diagnostic equipment | <input type="radio"/> Yes <input checked="" type="radio"/> No | SK does not sell diagnostic equipment. | * |
| 73 | Stationary air compressors and ventilation systems | <input type="radio"/> Yes <input checked="" type="radio"/> No | SK does not sell air compressors or ventilation systems. | * |
| 74 | Garage tooling and equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | Our expansive lineup of shop equipment, includes support stands, transmission jacks, wheel dollies, floor jacks, and more. | * |
| 75 | Vehicle wash systems | <input type="radio"/> Yes <input checked="" type="radio"/> No | SK does not sell vehicle wash systems. | * |
| 76 | Related parts, supplies, and accessories related to the offering of 71 - 75 above | <input checked="" type="radio"/> Yes <input type="radio"/> No | SK stocks parts and accessories for all products that we sell. | |
| 77 | Installation, repair, and maintenance services related to the offering of 71 - 75 above | <input checked="" type="radio"/> Yes <input type="radio"/> No | SK product installation, repair, and maintenance services are provided by our 28 exclusive distributor network. | |

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

| Do you have exceptions or modifications to propose? | Acknowledgement * |
|---|--|
| | <input type="radio"/> Yes <input checked="" type="radio"/> No |

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Steril-Koni Sourcewell Contract #121223 Price List 2023 Edition 1.pdf - Tuesday December 12, 2023 11:49:32
- [Financial Strength and Stability](#) - Attachment 1 - Financials.zip - Tuesday December 12, 2023 11:52:49
- [Marketing Plan/Samples](#) - Attachment 7 - Marketing Samples.zip - Tuesday December 12, 2023 13:44:59
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Attachment 9 - Warranty.pdf - Tuesday December 12, 2023 13:45:35
- [Standard Transaction Document Samples](#) - Attachment 10 - Term and Conditions.pdf - Tuesday December 12, 2023 13:45:58
- [Upload Additional Document](#) - Attachment 2-6,8 Various.zip - Tuesday December 12, 2023 13:48:20
- Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kellie Hibble, Administrative Sales Manager, Stertil-Koni USA, Inc.

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

Yes No

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

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

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| Addendum_2_RFP_121223_Vehicle_Lifts Wed November 15 2023 03:04 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_1_RFP_121223_Vehicle_Lifts Tue November 14 2023 04:21 PM | <input checked="" type="checkbox"/> | 2 |



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (08/19/24)

REPORT TO: Voting Meeting (08/22/24)

ITEM NO: 422/2024

SUBJECT: Approve the declaration of surplus vehicles and authorize the Chairman or Vice Chairman to execute any and all documents necessary to declare as surplus and unserviceable, and authorize the Purchasing Division to upload for auction on GovDeals.com auction website, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 08/19/24

Voting Meeting Date: 08/22/24

Executive Summary:

Presenter: TS

Recommendation:

Approve.

Purpose of Request:

Approve the declaration of surplus vehicles and authorize the Chairman or Vice Chairman to execute any and all documents necessary to declare as surplus and unserviceable, and authorize the Purchasing Division to upload for auction on GovDeals.com auction website, subject to review and approval by the County Attorney.

History:

Facts and Issues:

Options:

These four (4) vehicles will be uploaded to GovDeals.com, an auction website the County regularly uses to dispose of surplus assets. They will be listed and sold as individual assets.

The Purchasing Division has been working closely with GovDeals to ascertain fair market value of similar vehicles based on recent transactions on the GovDeals.com website.

These vehicles have been fully depreciated and are beyond their useful life for Hall County. The titles are clean, unencumbered, and in-hand, ready to produce to a prospective buyer.

Detail of the vehicles are as follows:

- Three (3) fire pumper trucks
 - 1994 HME Inc. bearing VIN Number 44KFT4280RW17861
 - 1992 Grumman bearing VIN Number 1G9PSKNSXNR088322
 - 2000 HME Inc. bearing VIN Number 44KFT4286YWZ19208
- One (1) ambulance
 - 2008 Freightliner Ambulance bearing VIN 1FVACWDK78HZ80449

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:

| | | | |
|----------------|-----------------|-----------------------|---------------|
| Buyer | Submit | Purchasing | Budget |
| AY | AY | AP | EW |
| Finance | Attorney | Administration | Clerk |
| TS | WLI | CR | JR |

Attachments:

- Surplus Vehicle List
- Titles
- Bills of Sale



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

AGENDA ITEM 422/2024

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: AY

Phone: 770-531-4940

Surplus Vehicles

July 30, 2024

GovDeals estimated values are only estimates and based on recent auctions over the past year. GovDeals' estimates should not be inferred as an indicator of final auction/sale price.

Vehicles to Auction

- 1994 HME Inc. Fire Pumper
 - Purchase Date: April 29, 1994
 - Purchase Price: \$203,499.00
 - GovDeals estimated value: \$7,000-\$9,000
 - VIN: 44KFT4280RW17861
 - Title Number: 770191223149010

- 1992 Grumman Fire Pumper
 - Purchase Date: August 12, 1992
 - Purchase Price: \$169,963.00
 - GovDeals estimated value: \$7,000-\$9,000
 - VIN: 1G9PSKNSXNR088322
 - Title Number: 770191223134010

- 2000 HME Inc. Fire Pumper
 - Purchase Date: April 27, 2000
 - Purchase Price: \$243,310.00 (approximately)
 - GovDeals estimated value: \$7,000-\$9,000
 - VIN: 44KFT4286YWZ19208
 - Title Number: 770191230905010

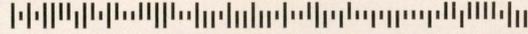
- 2008 Freightliner Ambulance
 - Purchase Date: June 30, 2009
 - Purchase Price: \$231,500.00
 - GovDeals estimated value: \$5,000-\$20,000
 - VIN: 1FVACWDK78HZ80449
 - Title Number: 773618083269010

Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

| | | | | | | | |
|--|-------------|--------------------|--|-------------------|--------------------------------------|---|---------------------------|
| VEHICLE IDENTIFICATION NUMBER 44KFT4280RW17861 44KFT4280RW17861 | MAKE HME | YEAR 1994 | TYPE OF BODY TRUCK | MODEL | ODOMETER* 001284 001284 | CYL 6 | DATE ISSUED 04/11/2024 |
| DATE VEHICLE PUR 04/29/1994 | FUEL | NEW OR USED NEW | PREVIOUS TITLE NBR / STATE OF ISSUE 000000027677910 /GA | NBR OF LIENS 0 | COLOR UNK | CURRENT TITLE NUMBER 770191223149010 | |

MAIL TO:

 14
HALL COUNTY BOARD OF COMMISSIONERS
PO BOX 1435
GAINESVILLE GA 30503-1435

OWNER

HALL COUNTY BOARD OF COMMISSIONERS
2875 BROWNS BRIDGE RD
GAINESVILLE GA 30504-5635

* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW.

1ST LIEN OR SECURITY INTEREST

* THIS IS A REPLACEMENT CERTIFICATE AND MAY BE SUBJECT TO THE RIGHTS OF A PERSON UNDER THE ORIGINAL CERTIFICATE

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

RELEASE OF LIEN OR SECURITY INTEREST

| DATE OF RELEASE | SECURITY INTEREST HOLDER | AUTHORIZED AGENT |
|-----------------|--------------------------|------------------|
| 1ST LIEN | | BY _____ |
| 2ND LIEN | | BY _____ |
| 3RD LIEN | | BY _____ |



The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.

1060363423

Frank M. Council

DOR

65334053

STATE REVENUE COMMISSIONER

T/O
REV.
2/19

THIS TITLE MUST BE TRANSFERRED IMMEDIATELY INTO THE NEW OWNER'S NAME. CAUTION: \$100 FINE OR 30 DAYS IMPRISONMENT FOR ACCEPTANCE OR DELIVERY OF EACH CERTIFICATE OF TITLE ASSIGNED IN BLANK. TAG REGISTRATION MUST BE TRANSFERRED WITHIN 30 DAYS OR OWNER WILL BE SUBJECT TO FINE OF UP TO \$100. NEW VEHICLES MUST BE REGISTERED WITHIN 30 DAYS OF THE DATE OF PURCHASE. OWNER MUST COMPLETE ALL SPACES IN FULL. DO NOT USE RED INK. NOTICE: ANY ALTERATION VOIDS THIS TITLE.

ASSIGNMENT AND WARRANTY OF TITLE BY OWNER

TO BE COMPLETED BY SELLER and delivered with the vehicle to the purchaser. Effective July 1, 2008, an application for new Certificate of Title must be made by purchaser on title application form and filed within 30 days of date of purchase in order to avoid \$10.00 penalty. If the vehicle described hereon is junked or dismantled, this Certificate of Title must be returned to the Motor Vehicle Division within 72 hours. FEDERAL and State Law requires that you state the odometer reading in connection with transfer of ownership. Failure to complete ODOMETER STATEMENT OR providing a FALSE STATEMENT may result in fines and/or imprisonment. The undersigned hereby sells, assigns or transfers the vehicle described on the face of this certificate to:

ALL BLOCKS MUST BE COMPLETED ACCURATELY. SUBMIT SIGNED & NOTARIZED AFFIDAVITS EXPLAINING ANY ERRORS.

DO NOT ACCEPT TITLE SHOWING ANY ALTERATIONS, ERASURES OR NOTIFICATIONS

NOTICE TO BUYER

| | | |
|------------------------|---------------------|---|
| PURCHASER'S LEGAL NAME | | DATE OF SALE/TRANSFER |
| STREET OR R.F.D. NO. | | Any alteration or erasure of date of sale will result in a \$10.00 Penalty Fee. |
| CITY, STATE & ZIP CODE | COUNTY OF RESIDENCE | |

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

1. The odometer reading stated is in excess of its mechanical limits
 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

***CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK**

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW:

| | |
|--------------------------------------|-------------------------------------|
| Transferor's (SELLER'S) Printed Name | Transferee's (BUYER'S) Printed Name |
| Transferor's (SELLER'S) Signature | Transferee's (BUYER'S) Signature |

1st DEALER'S ASSIGNMENT

DEALER (COMPLETE ALL SPACES IN FULL) DO NOT USE RED INK

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW. We also warrant this Title and certify that the vehicle described herein has been transferred to the following:

| | | |
|--|--|--------------------------|
| Purchaser's Legal Name | Purchaser's Address | County of Residence |
| Dealer's Permanent ID Number or Dealer's Master Tag Number | Unauthorized use may lead to prosecution | Registered Dealer's Name |

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

1. The odometer reading stated is in excess of its mechanical limits
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ODOMETER READING NO TENTHS

Date of Sale/Transfer

| | |
|--------------------------------------|-------------------------------------|
| Transferor's (SELLER'S) Printed Name | Transferee's (BUYER'S) Printed Name |
| Transferor's (SELLER'S) Signature | Transferee's (BUYER'S) Signature |

2nd DLR. ASSIGNMENT

| | | |
|--|--|--------------------------|
| Purchaser's Legal Name | Purchaser's Address | County of Residence |
| Dealer's Permanent ID Number or Dealer's Master Tag Number | Unauthorized use may lead to prosecution | Registered Dealer's Name |

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ODOMETER READING NO TENTHS

Date of Sale/Transfer

| | |
|--------------------------------------|-------------------------------------|
| Transferor's (SELLER'S) Printed Name | Transferee's (BUYER'S) Printed Name |
| Transferor's (SELLER'S) Signature | Transferee's (BUYER'S) Signature |

3rd DLR. ASSIGNMENT

| | | |
|--|--|--------------------------|
| Purchaser's Legal Name | Purchaser's Address | County of Residence |
| Dealer's Permanent ID Number or Dealer's Master Tag Number | Unauthorized use may lead to prosecution | Registered Dealer's Name |

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Date of Sale/Transfer

| | |
|--------------------------------------|-------------------------------------|
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| Transferor's (SELLER'S) Signature | Transferee's (BUYER'S) Signature |

LIEN OR SECURITY INTEREST HOLDER TO BE RECORDED ON NEW TITLE

The lien/security interest holder must be shown on the title application

| |
|---|
| LIEN/SECURITY INTEREST HOLDER'S Name |
| LIEN/SECURITY INTEREST HOLDER'S Address |

ATTN: DEALERS AND DISTRIBUTORS. Retain a copy of front and back of this document. Retention period: 3 Years.

NOTICE: ANY ALTERATION OR ERASURE VOIDS THIS TITLE

LIEN

REMOVE YOUR TAG FROM THIS VEHICLE WHEN YOU ASSIGN TITLE TO THIS VEHICLE TO A NEW OWNER.

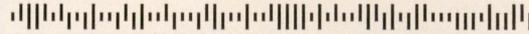
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Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

| | | | | | | | |
|--|------------------|--------------------|--|-------------------|--------------------------------------|---|---------------------------|
| VEHICLE IDENTIFICATION NUMBER 44KFT4286YWZ19208 44KFT4286YWZ19208 | MAKE HME | YEAR 2000 | TYPE OF BODY TRUCK | MODEL HME | ODOMETER* 000001 000001 | CYL 6 | DATE ISSUED 04/12/2024 |
| DATE VEHICLE PUR 04/27/2000 | FUEL GASOLINE | NEW OR USED NEW | PREVIOUS TITLE NBR / STATE OF ISSUE 772530001185010 /GA | NBR OF LIENS 0 | COLOR UNK | CURRENT TITLE NUMBER 770191230905010 | |

MAIL TO:



14

HALL COUNTY FIRE DEPARTMENT
PO BOX 1435
GAINESVILLE GA 30503-1435

OWNER

HALL COUNTY FIRE DEPARTMENT
116 SPRING ST
GAINESVILLE GA 30501-2580

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1ST LIEN OR SECURITY INTEREST

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THE RIGHTS OF A PERSON UNDER THE ORIGINAL CERTIFICATE

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

RELEASE OF LIEN OR SECURITY INTEREST

| DATE OF RELEASE | SECURITY INTEREST HOLDER | AUTHORIZED AGENT |
|-----------------|--------------------------|------------------|
| 1ST LIEN | | BY _____ |
| 2ND LIEN | | BY _____ |
| 3RD LIEN | | BY _____ |



The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.

1060377091

Frank M. Council



65343479

STATE REVENUE COMMISSIONER

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PURCHASER'S LEGAL NAME

STREET OR R.F.D. NO.

CITY, STATE & ZIP CODE

COUNTY OF RESIDENCE

DATE OF SALE/TRANSFER

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Transferor's (SELLER'S) Printed Name

Transferee's (BUYER'S) Printed Name

Transferor's (SELLER'S) Signature X

Transferee's (BUYER'S) Signature X

DEALER (COMPLETE ALL SPACES IN FULL)

DO NOT USE RED INK

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW. We also warrant this Title and certify that the vehicle described herein has been transferred to the following:

Purchaser's Legal Name

Purchaser's Address

County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number

Unauthorized use may lead to prosecution

Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

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LIEN/SECURITY INTEREST HOLDER'S Address

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DO NOT ACCEPT TITLE SHOWING ANY ALTERATIONS, ERASURES OR MUTILATIONS

1st DEALER'S ASSIGNMENT

2nd DLR. ASSIGNMENT

3rd DLR. ASSIGNMENT

LIEN

REMOVE YOUR TAG FROM THIS VEHICLE WHEN YOU ASSIGN TITLE TO THIS VEHICLE TO A NEW OWNER.

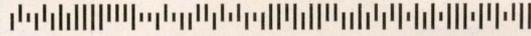
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Georgia Certificate of Title

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| | | | | | | | |
|--|-------------------------|--------------------|--|-------------------|---------------------|---|---------------------------|
| VEHICLE IDENTIFICATION NUMBER 1G9PSKNSXNR088322 | MAKE GRUMAN BOAT TRL | YEAR 1992 | TYPE OF BODY TRUCK TRACTOR | MODEL | ODOMETER* 000765 | CYL 6 | DATE ISSUED 04/11/2024 |
| 1G9PSKNSXNR088322 | | | | | 000765 | | |
| DATE VEHICLE PUR 08/12/1992 | FUEL GASOLINE | NEW OR USED NEW | PREVIOUS TITLE NBR / STATE OF ISSUE 000000024796537 /GA | NBR OF LIENS 0 | COLOR UNK | CURRENT TITLE NUMBER 770191223134010 | |

MAIL TO:



14

HALL COUNTY BOARD OF COMMISSIONERS
PO BOX 1435
GAINESVILLE GA 30503-1435

OWNER

HALL COUNTY BOARD OF COMMISSIONERS
2875 BROWNS BRIDGE RD
GAINESVILLE GA 30504-5635

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2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

RELEASE OF LIEN OR SECURITY INTEREST

| DATE OF RELEASE | SECURITY INTEREST HOLDER | AUTHORIZED AGENT |
|-----------------|--------------------------|------------------|
| 1ST LIEN _____ | _____ | BY _____ |
| 2ND LIEN _____ | _____ | BY _____ |
| 3RD LIEN _____ | _____ | BY _____ |



The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.

1060364576

Frank M. Council



65334052

STATE REVENUE COMMISSIONER

T/O
REV.
2/19

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ALL BLOCKS MUST BE COMPLETED ACCURATELY. SUBMIT SIGNED & NOTARIZED AFFIDAVITS EXPLAINING ANY ERRORS.

DO NOT ACCEPT TITLE SHOWING ANY ALTERATIONS, ERASURES OR INUTILATIONS

| | | |
|------------------------|--|---|
| PURCHASER'S LEGAL NAME | | DATE OF SALE/TRANSFER |
| STREET OR R.F.D. NO. | | |
| CITY, STATE & ZIP CODE | | Any alteration or erasure of date of sale will result in a \$10.00 Penalty Fee. |
| COUNTY OF RESIDENCE | | |

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

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***CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK**

1. The odometer reading stated is in excess of its mechanical limits
 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW:

Transferor's (SELLER'S) Printed Name _____
 Transferor's (SELLER'S) Signature _____ X

Transferee's (BUYER'S) Printed Name _____
 Transferee's (BUYER'S) Signature _____ X

1st DEALER'S ASSIGNMENT

DEALER (COMPLETE ALL SPACES IN FULL) DO NOT USE RED INK

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW. We also warrant this Title and certify that the vehicle described herein has been transferred to the following:

Purchaser's Legal Name _____ Purchaser's Address _____ County of Residence _____

Dealer's Permanent ID Number or Dealer's Master Tag Number _____ **Unauthorized use may lead to prosecution** Registered Dealer's Name _____

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING NO TENTHS

1. The odometer reading stated is in excess of its mechanical limits
 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

Transferor's (SELLER'S) Printed Name _____
 Transferor's (SELLER'S) Signature _____ X

Transferee's (BUYER'S) Printed Name _____
 Transferee's (BUYER'S) Signature _____ X

2nd DLR. ASSIGNMENT

Purchaser's Legal Name _____ Purchaser's Address _____ County of Residence _____

Dealer's Permanent ID Number or Dealer's Master Tag Number _____ **Unauthorized use may lead to prosecution** Registered Dealer's Name _____

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING NO TENTHS

1. The odometer reading stated is in excess of its mechanical limits
 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

Transferor's (SELLER'S) Printed Name _____
 Transferor's (SELLER'S) Signature _____ X

Transferee's (BUYER'S) Printed Name _____
 Transferee's (BUYER'S) Signature _____ X

3rd DLR. ASSIGNMENT

Purchaser's Legal Name _____ Purchaser's Address _____ County of Residence _____

Dealer's Permanent ID Number or Dealer's Master Tag Number _____ **Unauthorized use may lead to prosecution** Registered Dealer's Name _____

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

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1. The odometer reading stated is in excess of its mechanical limits
 2. The odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

Transferor's (SELLER'S) Printed Name _____
 Transferor's (SELLER'S) Signature _____ X

Transferee's (BUYER'S) Printed Name _____
 Transferee's (BUYER'S) Signature _____ X

LIEN OR SECURITY INTEREST HOLDER TO BE RECORDED ON NEW TITLE

The lien/security interest holder must be shown on the title application

LIEN/SECURITY INTEREST HOLDER'S Name _____

LIEN/SECURITY INTEREST HOLDER'S Address _____

ATTN: DEALERS AND DISTRIBUTORS. Retain a copy of front and back of this document. Retention period: 3 Years.

NOTICE: ANY ALTERATION OR ERASURE VOIDS THIS TITLE

LIEN

REMOVE YOUR TAG FROM THIS VEHICLE WHEN YOU ASSIGN TITLE TO THIS NEW OWNER.
TAGS MUST BE TRANSFERRED OR PURCHASED WITHIN 30 DAYS OF THE PURCHASE DATE OR THE OWNER WILL BE SUBJECT TO FINES UP TO \$100 BY LAW ENFORCEMENT FOR IMPROPER REGISTRATION.

D-124 11498

Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

| | | | | | | | |
|-------------------------------|--------------|-------------|--------------|-----------------------------------|--------------|-------------|----------------------|
| VEHICLE IDENTIFICATION NUMBER | MAKE | YEAR | TYPE OF BODY | MODEL | CYL | DATE ISSUED | |
| 1FVACWDK78HZ80449 | FREIGHTLINER | 2008 | AMBULANCE | M2-106 | 6 | 11/26/2008 | |
| DATE VEHICLE PUR | FUEL | NEW OR USED | ODOMETER* | PREVIOUS TITLE NBR/STATE OF ISSUE | NBR OF LIENS | COLOR | CURRENT TITLE NUMBER |
| 09/05/2008 | DIESEL | NEW | EXEMPT | | 0 | UNK | 773618083269010 |

OWNER

HALL COUNTY BOARD OF COMMISSIONERS
116 SPRING ST
GAINESVILLE GA 30501-2580

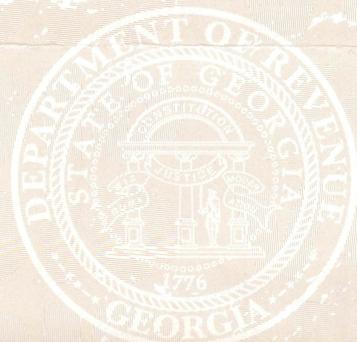
MAIL TO:

HALL COUNTY BOARD OF COMMISSIONERS
PO BOX 1435
GAINESVILLE GA 30503-1435

1ST LIEN OR SECURITY INTEREST

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST



The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.



022943707

RELEASE OF LIEN OR SECURITY INTEREST

| DATE OF RELEASE | SECURITY INTEREST HOLDER | AUTHORIZED AGENT |
|-----------------|--------------------------|------------------|
| 1ST LIEN _____ | _____ | BY _____ |
| 2ND LIEN _____ | _____ | BY _____ |
| 3RD LIEN _____ | _____ | BY _____ |

25732642

THIS TITLE MUST BE TRANSFERRED IMMEDIATELY INTO THE NEW OWNER'S NAME. CAUTION: \$100 FINE OR 30 DAYS IMPRISONMENT FOR ACCEPTANCE OR DELIVERY OF EACH CERTIFICATE OF TITLE ASSIGNED IN BLANK. TAG REGISTRATION MUST BE TRANSFERRED WITHIN 30 DAYS OR OWNER WILL BE SUBJECT TO FINE OF UP TO \$100. NEW VEHICLES MUST BE REGISTERED WITHIN 30 DAYS OF THE DATE OF PURCHASE. OWNER MUST COMPLETE ALL SPACES IN FULL. DO NOT USE RED INK. NOTICE: ANY ALTERATION VOIDS THIS TITLE.

ASSIGNMENT AND WARRANTY OF TITLE BY OWNER

TO BE COMPLETED BY SELLER and delivered with the vehicle to the purchaser. Effective July 1, 2008, an application for new Certificate of Title must be made by purchaser on title application form and filed within 30 days of date of purchase in order to avoid \$10.00 penalty. If the vehicle described hereon is junked or dismantled, this Certificate of Title must be returned to the Motor Vehicle Division within 72 hours. FEDERAL and State Law requires that you state the odometer reading in connection with transfer of ownership. Failure to complete ODOMETER STATEMENT OR providing a FALSE STATEMENT may result in fines and/or imprisonment. The undersigned hereby sells, assigns or transfers the vehicle described on the face of this certificate to:

ALL BLOCKS MUST BE COMPLETED ACCURATELY. SUBMIT SIGNED & NOTARIZED AFFIDAVITS EXPLAINING ANY ERRORS.

DO NOT ACCEPT TITLE SHOWING ANY ALTERATIONS, ERASURES OR INITIALS

PURCHASER'S LEGAL NAME
STREET OR R.F.D. NO.
CITY, STATE & ZIP CODE
COUNTY OF RESIDENCE

DATE OF SALE/TRANSFER
Any alteration or erasure of date of sale will result in a \$10.00 Penalty Fee.

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING
NO TENTHS

*CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

- 1. The odometer reading stated is in excess of its mechanical limits
2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW:

Transferor's (SELLER'S) Printed Name
Transferor's (SELLER'S) Signature

Transferee's (BUYER'S) Printed Name
Transferee's (BUYER'S) Signature

1st DEALER'S ASSIGNMENT

DEALER (COMPLETE ALL SPACES IN FULL) DO NOT USE RED INK

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW. We also warrant this Title and certify that the vehicle described herein has been transferred to the following:

Purchaser's Legal Name, Purchaser's Address, County of Residence, Dealer's Permanent ID Number or Dealer's Master Tag Number, Unauthorized use may lead to prosecution, Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

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NO TENTHS

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2. The odometer reading is NOT the actual mileage.

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Date of Sale/Transfer

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Transferor's (SELLER'S) Signature

Transferee's (BUYER'S) Printed Name
Transferee's (BUYER'S) Signature

2nd DLR ASSIGNMENT

Purchaser's Legal Name, Purchaser's Address, County of Residence, Dealer's Permanent ID Number or Dealer's Master Tag Number, Unauthorized use may lead to prosecution, Registered Dealer's Name

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2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer

Transferor's (SELLER'S) Printed Name
Transferor's (SELLER'S) Signature

Transferee's (BUYER'S) Printed Name
Transferee's (BUYER'S) Signature

3rd DLR ASSIGNMENT

Purchaser's Legal Name, Purchaser's Address, County of Residence, Dealer's Permanent ID Number or Dealer's Master Tag Number, Unauthorized use may lead to prosecution, Registered Dealer's Name

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The lien/security interest holder must be shown on the title application

LIEN/SECURITY INTEREST HOLDER'S Name, Address

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LIEN

REMOVE YOUR TAG FROM THIS VEHICLE WHEN YOU ASSIGN TITLE TO THIS VEHICLE TO A NEW OWNER. TAGS MUST BE TRANSFERRED OR PURCHASED WITHIN 30 DAYS OF THE PURCHASE DATE OR THE OWNER WILL BE SUBJECT TO FINES UP TO \$100 BY LAW ENFORCEMENT FOR IMPROPER REGISTRATION.



Hall County Government

FINANCIAL SERVICES

VEHICLE BILL OF SALE

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Taylor Samples, CPA

Hall County, Georgia, Board of Commissioners (herein "Seller"), located at 2875 Browns Bridge Rd, Gainesville, GA 30504, agrees to sell, transfer, and convey all rights, title, and interest in the below described vehicle (herein "Vehicle") to _____ (herein "Buyer"), located at _____ for and in consideration of the total sum of \$ _____, the receipt of which is hereby acknowledged.

Vehicle Information

Year, Make, Model: 1994 HME 1871 Fire Pumper
Color: Red
VIN: 44KFT4280RW17861
Odometer Reading: 141,602

The Seller certifies to the Buyer that the Seller is the legal and rightful owner of the Vehicle and has full right and authority to convey the same. The Seller further certifies that there are no liens, security interests, or encumbrances on this vehicle.

The undersigned Buyer accepts receipt of the Vehicle described herein and understands and acknowledges that the Vehicle is sold in used condition – as-is, where-is – without any guarantees or warranties of any kind, either expressed or implied.

Seller Signature

Date

Richard Higgins, Chairman, Hall County Board of Commissioners
Seller Printed Name

Buyer Signature

Date

Buyer Printed Name



Hall County Government
FINANCIAL SERVICES

VEHICLE BILL OF SALE

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Taylor Samples, CPA

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Vehicle Information

Year, Make, Model: 1992 Grumman Fire Pumper
Color: Red
VIN: 1G9PSKNSXNR088322
Odometer Reading: N/A

The Seller certifies to the Buyer that the Seller is the legal and rightful owner of the Vehicle and has full right and authority to convey the same. The Seller further certifies that there are no liens, security interests, or encumbrances on this vehicle.

The undersigned Buyer accepts receipt of the Vehicle described herein and understands and acknowledges that the Vehicle is sold in used condition – as-is, where-is – without any guarantees or warranties of any kind, either expressed or implied.

Seller Signature _____ Date _____

Richard Higgins, Chairman, Hall County Board of Commissioners
Seller Printed Name

Buyer Signature _____ Date _____

Buyer Printed Name _____



Hall County Government
FINANCIAL SERVICES

VEHICLE BILL OF SALE

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Taylor Samples, CPA

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Vehicle Information

Year, Make, Model: 2000 HME Inc. Fire Pumper
Color: Red
VIN: 44KFT4286YWZ19208
Odometer Reading: N/A

The Seller certifies to the Buyer that the Seller is the legal and rightful owner of the Vehicle and has full right and authority to convey the same. The Seller further certifies that there are no liens, security interests, or encumbrances on this vehicle.

The undersigned Buyer accepts receipt of the Vehicle described herein and understands and acknowledges that the Vehicle is sold in used condition – as-is, where-is – without any guarantees or warranties of any kind, either expressed or implied.

Seller Signature Date

Richard Higgins, Chairman, Hall County Board of Commissioners
Seller Printed Name

Buyer Signature Date

Buyer Printed Name



Hall County Government

FINANCIAL SERVICES

VEHICLE BILL OF SALE

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

Hall County, Georgia, Board of Commissioners (herein "Seller"), located at 2875 Browns Bridge Rd, Gainesville, GA 30504, agrees to sell, transfer, and convey all rights, title, and interest in the below described vehicle (herein "Vehicle") to _____ (herein "Buyer"), located at _____ for and in consideration of the total sum of \$ _____, the receipt of which is hereby acknowledged.

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Taylor Samples, CPA

Vehicle Information

Year, Make, Model: 2008 Freightliner Ambulance
Color: White
VIN: 1FVACWDK78HZ80449
Odometer Reading: N/A

The Seller certifies to the Buyer that the Seller is the legal and rightful owner of the Vehicle and has full right and authority to convey the same. The Seller further certifies that there are no liens, security interests, or encumbrances on this vehicle.

The undersigned Buyer accepts receipt of the Vehicle described herein and understands and acknowledges that the Vehicle is sold in used condition – as-is, where-is – without any guarantees or warranties of any kind, either expressed or implied.

Seller Signature _____
Date

Richard Higgins, Chairman, Hall County Board of Commissioners
Seller Printed Name

Buyer Signature _____
Date

Buyer Printed Name



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (08/19/24)

REPORT TO: Voting Meeting (08/22/24)

ITEM NO: 443/2024

SUBJECT: Approve the purchase to remount two (2) Osage ambulances for Fire Rescue to Ten-8 Fire and Safety, LLC of Bradenton, FL, in the amount of \$715,654.00.

Meetings:

Work Session Date: 08/19/24

Voting Meeting Date: 08/22/24

Executive Summary:

Presenter: JS

Recommendation:
Approve.

Purpose of Request:
Approve the purchase to remount two (2) Osage ambulances for Fire Rescue to Ten-8 Fire and Safety, LLC of Bradenton, FL, in the amount of \$715,654.00.

History:
Ten-8 Safety and Fire, LLC has been a vendor with the County for several years and is in good standing with the County.

Facts and Issues:

Options:

Fire Rescue is requesting to remount two (2) ambulances. Ten-8 is the Osage Ambulance dealer, and we were approved in the capital budget to purchase/remount two (2) ambulances on the latest year model of Ford F-550 4x diesel chassis. Ten-8 has priced the job using the FSA Contract #FSA23-VEF17.0 Item #571.

The price for both vehicles of \$715,654.00 includes a discount for purchasing our old chassis. If we choose to keep the chassis Hall County will be responsible for shipping the chassis back to Hall County.

The lead time is 24-28 months.

This includes two (2) new Ford F-550 193" W.B. 4x4 diesel chassis and the remounting of two (2) of our existing module/patient compartments from two (2) existing ambulances.

| | |
|--|-----------------------|
| Funding Requested | \$ 715,654.00 |
| Are funds within current budget? | Yes |
| Source of Funds | Capital Projects Fund |
| Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? | No |
| Has it been reviewed by the County Attorney? | Yes |
| Is there a deadline for this item? | |

Approvals:

| | | | |
|---------------|----------------|-----------------|-----------------------|
| Buyer | submit | approve | Purchasing |
| CW | JS | JS | AP |
| Budget | Finance | Attorney | Administration |
| DA | TS | WLI | CR |
| Clerk | | | |
| JR | | | |

Attachments:

- Financial Supplement
- Ten-8 Proposal
- Osage Remount Option List
- Remount Warranty



Equipment Proposal

Proposal # Remount

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: July 31, 2024 ("Proposal Date")

Customer: Hall County Fire Rescue ("Customer")

Customer Address: 470 Crescent Dr Gainesville, GA 30501

| Qty | Product Description & Options | Price |
|--|---|-------------------------|
| 2 | Remount of Osage Super Warrior on to F550 4x4 diesel chassis FSA Contract #FSA23-VEF17.0 Item #571 | \$357,827 |
| **Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer. | | Total: \$715,654 |

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 24-28 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: _____

Unless accepted within 30 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Hall County Fire Rescue

Ten-8 Fire & Safety, LLC

By: _____

By: 

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: **Eric Wilcox**

Date: _____

Date: **7-31-24**

EXHIBIT A

PROPOSAL OPTION LIST

EXHIBIT B
WARRANTY

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchase Price”** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
- i. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer’s request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer’s charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

OSAGE INDUSTRIES, INC.

| Qty | | Total |
|-----|--|-------------|
| 1 | F-550, 193" W.B., 4x4 EST | \$76,200.00 |
| 1 | Option: Liquid Spring Suspension - Rear Only | \$14,500.00 |
| 1 | Option: OEM Aluminum Wheels | \$1,300.00 |
| 1 | Power driver seat and adjustable pedals All 2026 Chassis Will Be Equipped With 17V | |
| Qty | SECTION 1 - LED LIGHTS | |
| 1 | Whelen Pioneer PFH2 recessed in front of module below condenser | \$1,750.00 |
| Qty | SECTION 2 - Whelen M-Series Lighting | |
| 7 | Whelen M9 LED R, B, A, R/B or R/A | \$2,940.00 |
| 4 | Whelen M7 LED R, B or A 2 grille on grille guard and 2 front intersection | \$1,240.00 |
| 14 | Whelen M9 Chrome Flange | \$420.00 |
| 10 | Whelen M7 or M6 Chrome Flange | \$250.00 |
| 1 | Lenses Cannot Be Replaced on M Series Lights, Added the New Flanges | |
| Qty | SECTION 3 - LIGHT AND LENSES | |
| 2 | Cab Reading Light 1/2 Red 1/2 White (Technique) | \$490.00 |
| 4 | Whelen ION-T Red LED strip lights in rub rails Ref J3417 | \$820.00 |
| Qty | SECTION 4 - SIREN AIR HORNS | |
| 1 | Replace face plate for siren heads in cab console 1-Whelen 295, 1-EQ2B | \$1,239.00 |
| 1 | Replace siren speakers in bumper with new 1 Pair Standard, 1 Pair Federal ES100 | \$870.00 |
| Qty | SECTION 5 - SWITCHPANEL, INVERTER, CHARGES, SHORELINES | |
| 1 | Vanner LSC 12-1100 Inverter / Battery Conditioner | \$1,995.00 |
| 1 | Iota P.C. 30 Battery Charger | \$335.00 |
| 1 | Kusmaul Auto Eject cover plate only (red) | \$75.00 |
| 1 | Hidden Switch in Grill for Front Door Unlock (F-Series) includes intermotive lock module | \$400.00 |
| 1 | Shoreline Indicator at Shoreline | \$250.00 |
| 1 | Add 110 Outlet (Addition) | \$190.00 |
| 1 | Add 12 Volt Outlet (ignition Hot) | \$80.00 |
| 1 | Kusmaull bar graph indicator for charging above shoreline | \$180.00 |
| 1 | Move antennas from module roof to cab roof, fill in existing holes | \$300.00 |
| 1 | Replace vista on curb side with 4 pod to match new builds (return existing vista) Ref J3417 | \$650.00 |
| 1 | Re-wire, Re-program Weldon V-Mux System in Existing Truck | \$650.00 |
| Qty | SECTION 7 - INTERIOR | |
| | Remove Old Flooring, Replace wood sub floor, Inspect Aluminum and repair reseal to exterior. Replace with Seamless one-piece Lon Plate Flooring with New Trim and Cot Mount Plates, Replace stainless sill's & skid tape | |
| 1 | Specify Color: <u>Grey 157 Flecks</u> | \$2,900.00 |
| 1 | Spray stainless door sills at side & rear entry with Black rubber liner | \$250.00 |
| 1 | Sand & Polish Corian Countertop | \$275.00 |
| 1 | Replace Stainless Steel Kick Plate on Left Wall and Squad Bench | \$1,750.00 |
| 1 | Replace Stainless Steel drawer face (each) | \$80.00 |
| Qty | INTERIOR | |
| 1 | EVS EMT Seat w/Child Seat and 6-pt Seatbelt w/Base 102 Gunmetal | \$2,750.00 |

| | | |
|------------|--|-------------|
| 10 | Replace Plexie Glass (per cabinet section) | \$1,900.00 |
| 1 | Front Console for Type I with Arm Rest and Storage (upgrade) Match current builds Ref J3417 | \$390.00 |
| 1 | Recover all colored pads in Osage box-Vinyl (Doesn't incl. EVS Seat Pads) 102 Gunmetal | \$1,125.00 |
| Qty | INTERIOR | |
| 2 | Coat Stainless Grab Rail Yellow (each) | \$300.00 |
| 4 | Coat Stainless Door Pull Yellow (each) | \$520.00 |
| 1 | Remove existing south park handle and fill in holes | \$75.00 |
| 1 | Install new customer supplied Knox Med Vault in current location | \$150.00 |
| 1 | Reconfigure front wall to match new builds this will delete the 2 Medi kool units and put in one Micro H. The roll up door area will get larger and there will be a cabinet above. Ref drawings for new builds. This will include insatlling new one (1) 12V outlet and one (1) new 110 outlet | \$5,480.00 |
| 1 | Cover up existing suction recess on streetside. Delete the recess from the outside compartment as well and replace shelf with full sized shelf | \$500.00 |
| Qty | SECTION 8 - COT MOUNTS, STAIR CHAIR, MONITOR BRACKETS | |
| 1 | Stryker Power Load | \$55,000.00 |
| Qty | SECTION 9 - HVAC SYSTEM | |
| 1 | Auxiliary condenser mounted on front of box, (if applicable) requires removing interior cabinets (relocate to match new builds and fill in exisiting holes) | \$2,900.00 |
| 1 | Mermaid Micro H / Micro depth cabient installed in front wall (CONSTANT HOT) | \$3,800.00 |
| 1 | Engine Driven AC Compressor (Requires Auxiliary condenser Option Also) | \$4,705.00 |
| 1 | Ac system to be replaced with Danhard 917 equivilant. This includes changing the front condenser to the new style, lowering condenser from curnnet location and insatlling 7 M9's above to match new builds. Fill existing holes and repaint | \$750.00 |
| Qty | SECTION 10 - MIRROR, HIND-SIGHT, BACKUP CAMERA & SPOTLIGHTS | |
| 1 | Remove & Reinstall Reverse Camera (Incl. New Mounting Plate) | \$175.00 |
| Qty | SECTION 12 - EXTERIOR | |
| 1 | Cab Running Board with Grip Strut Inserts | \$1,350.00 |
| 1 | Rear Step Bumper with Flip-Up Center Section | \$1,200.00 |
| 1 | Diamond Plate Rear Full Width (stainless not Diamond plate) | \$425.00 |
| 1 | Diamond Plate Stone Guards Front (pair) (stainless not diamond plate) | |
| 1 | License Plate Holder Cast Aluminum (Standard in Package) | \$120.00 |
| 1 | Zico Retractable Side Entry Step | \$3,475.00 |
| 1 | Rear Wheel Fender (Pair) Stainless Steel | \$675.00 |
| 1 | Adjustable Shelf In Exterior Compartment with one Shelf #2 Comp Replace Existing With Full Size Shelf | \$240.00 |
| Qty | EXTERIOR | |
| 1 | Dry Deck in all Exterior Compartments (5 Compartments) 6 total | \$675.00 |
| 10 | Rotary Door Latch each | \$550.00 |
| 3 | Door Window Hehr Replacement Sliding Glass(each) | \$630.00 |

| | | |
|------------|--|--------------------|
| <u>1</u> | Reflective Tape in Osage Rub Rail Color: <u> R/W </u>) | <u>\$415.00</u> |
| <u>4</u> | Aluminum Rub Rails (each) Osage Style | <u>\$700.00</u> |
| <u>1</u> | Cast rear door grabbers (pair) One Pair Standard | <u>\$200.00</u> |
| <u>1</u> | Laverne Black Grill Guard (Prowler) | <u>\$1,950.00</u> |
| <u>Qty</u> | EXTERIOR | |
| <u>1</u> | Truck Number Holders (Painted Box Color) each | <u>\$550.00</u> |
| <u>1</u> | Aluminum Bracket to Hold in Backboards | <u>\$100.00</u> |
| <u>1</u> | DA sand aluminum in 5 exterior compartments and door skins | <u>\$1,500.00</u> |
| <u>Qty</u> | SECTION 13 - PAINT, TAPE, LETTERING | |
| | OSAGE BOX Sandblast all original paint including door jams and repaint with PPG paint (see procedure for details). (Does not include Re-Lettering) 151" Box or longer (includes New LED clearance lights, door switches, any bad rotary latches and rusted | |
| <u>1</u> | Nader pins) | <u>\$19,000.00</u> |
| <u>1</u> | Paint any color other than White , Includes Red, Yellow, Blue, Silver ect. | <u>\$1,400.00</u> |
| <u>1</u> | Wet-sand and Buff Paint on 151" Box or over | <u>\$4,050.00</u> |
| <u>1</u> | Paint Cab and Box - Two Colors (Door Jams Included) | <u>\$6,300.00</u> |
| <u>1</u> | Paint Box Roof White on Colored Box | <u>\$950.00</u> |
| | 6" 3M Reflective Diamond Grade Chevrons, Two Alternating Color | |
| <u>1</u> | Around Doors | <u>\$3,275.00</u> |
| <u>3</u> | Add Two-Color, 6" Reflective Bottom of Entry Door, each (18" Tall) | <u>\$600.00</u> |
| <u>1</u> | Labor To Remove Old Chevrons From Entry Door Panels | <u>\$150.00</u> |
| <u>1</u> | 6" Chevron Diamond Grade Two Colors Rear Doors | <u>\$1,540.00</u> |
| <u>1</u> | Graphics to match layout for new builds Hall County | <u>\$4,887.00</u> |
| <u>1</u> | Repaint interior aluminum cabinets marble stone | <u>\$12,700.00</u> |



194 County Road 302 • Linn, MO 65051
Office: (573) 897-3634 • Toll Free: (800) 822-3634 • Fax: (573) 897-3113

July 16, 2024

To Whom It May Concern,

As part of the remount process the structure of the ambulance module will be inspected and any necessary warranty repairs will be completed. The original Lifetime Structural Warranty will be extended to the remounted ambulance. Only the original manufacturer has the ability to offer a structural warranty extension.

Please contact us with any questions or concerns you may have regarding the Warranty on Osage Remounts.

Regards,

Paul Marshall

Cell: 314-566-4991

Email: pmarshall@osageind.com





AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (08/19/24)

REPORT TO: Voting Meeting (08/22/24)

ITEM NO: 442/2024

SUBJECT: Approval and authorization for the Chairman or Vice Chairman to execute an Intergovernmental Agreement between the Town of Braselton and Hall County regarding sanitary sewer billing, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 08/19/24

Voting Meeting Date: 08/22/24

Executive Summary:

Presenter: BN
Recommendation:
Approve

Purpose of Request:
Approval and authorization for the Chairman or Vice-Chairman to execute an Intergovernmental Agreement between Town of Braselton and Hall County regarding Sanitary Sewer Billing, subject to review and approval by the County Attorney.

History:
Hall County and Gainesville have a similar IGA in place to allow City of Gainesville to bill for Hall County sewer customers on their water bills.

Facts and Issues:
There are areas in Hall County sewer service district which are provided public water by the Town of Braselton. This agreement directs Town of Braselton to bill and collect for the monthly base sewer and commodity charges on the water bills of those customers who are Hall County Sewer customers.

Options:

This agreement will result in approximate annual revenue totaling \$ 72,000 each fiscal year.

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 |
| BN | BN | EW | TS |
| Attorney | Administration | Clerk | |
| WLI | CR | JR | |

Attachments:

IGA - Sewer Billing Agreement - Hall County - Braselton
Exhibit - A



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

AGENDA ITEM 442/2024

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

| Fiscal Year | Fund | Division | Account | Amount |
|--------------------|--------------------------|-------------------------------------|-------------------------|---------------|
| 2025 | 505-WATER AND SEWER FUND | 4430-SPOUT SPRINGS RECLAMATIONPLANT | 344255-SEWER USAGE FEES | \$-72,000.00 |

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN

Phone:

HALL COUNTY/BRASELTON
SANITARY SEWER BILLING INTERGOVERNMENTAL
AGREEMENT

This AGREEMENT is made and entered into on this _____ day of _____, 20_____, between the **TOWN OF BRASELTON**, a municipal corporation of the State of Georgia by and through its duly authorized governing authority, the Braselton Town Council (hereinafter referred to as “Braselton”), and the **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia by and through its duly authorized governing authority, the Hall County Board of Commissioners (hereinafter referred to as “Hall County”), the purpose of which agreement is to set forth the responsibilities and obligations of each party as such concern the billing, collection and the transfer of monies received from customers utilizing the Braselton Water System and the Hall County Sanitary Sewer System. This agreement as it relates to such issues shall provide as follows:

WHEREAS, it is the policy of both Braselton and Hall County to provide water and sanitary sewer services to their citizens in the most cost-effective way and to ensure all users pay for their fair share of the services; and

WHEREAS, Braselton and Hall County have agreed to and have adopted specific Sanitary Sewer Service Districts pursuant to House Bill 489, (O.C.G.A. § 36-70-20 et.seq.); and

WHEREAS, Braselton and Hall County maintain on their respective staffs knowledgeable and professional personnel who supervise and provide for delivery of water and sanitary sewer services; and

WHEREAS, Hall County adopted a sewer fee schedule resolution on February 25, 2021 to codify sewer rates and a schedule of fee increases; and

WHEREAS, Braselton and Hall County desire to enter into an Agreement such that Braselton bills those Braselton water customers that receive Hall County sanitary sewer services the appropriate amounts for those services on a monthly basis, and remits the sanitary sewer amounts, less a service fee, to Hall County.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, it is agreed between Braselton and Hall County as follows:

1.

Braselton and Hall County have agreed to the designation of certain Sanitary Sewer Service Districts as set forth pursuant to House Bill 489, (O.C.G.A. § 36-70-20 et.seq.), a map of which is attached hereto and included as a part hereof and shall be designated Exhibit “A”.

2.

Residential, Multifamily, Commercial, and Industrial service users that are both Braselton water customers and Hall County sanitary sewer customers shall be governed by the current Braselton account servicing policies, fees, and fee structure as are Braselton sanitary sewer customers, with the exception of its commodity charge. Hall County may adopt whatever commodity charge it deems appropriate, but at no time shall such commodity charge be lower than that of Braselton. It is recognized said policies and fee shall change over time. These procedures and fees include, but are not limited to, applications for service, deposits, late fees, returned check fees, as well as adherence to the delinquency and collection policies. Additionally, at Hall County sole option, an additional “base charge” may be levied and collected by Braselton on Hall County’s behalf.

3.

The amounts Braselton bills, collects and remits to Hall County shall be for the sanitary sewer commodity charges, industrial pretreatment program (IPP) charges, as well as any additional base charge as outlined in Paragraph 2, above. Braselton shall verify such tap or connection fees are collected prior to establishing a water connection. Late fees, returned check fees, penalties, etc. are acknowledged by both Braselton and Hall County as the costs of collecting said sanitary sewer charges and are not to be remitted to Hall County as are the customer service charge, IPP and commodity charges for sanitary sewer service. Charges billed and collected by Braselton on Hall County’s behalf shall be paid to Hall County quarterly. Said charges shall be remitted not later than the fifteenth of the month following each calendar quarter.

4.

Hall County has adopted a sewer fee schedule outlining a commodity charge in their Ordinance that Braselton shall utilize to bill and collect sanitary sewer charges from those customers of Hall County’s sanitary sewer system that are also customers of Braselton’s water system. Notwithstanding anything stated in Paragraph 2, this commodity charge shall be applied to 100% of water consumed, as determined by the water meter.

5.

In exchange for the billing, collection and remittance of charges collected by Braselton on Hall County's behalf, Braselton shall retain three (3) percent of the amount billed and collected and remit the balance to Hall County. If Hall County approves any sewer adjustments after approval of this Agreement beyond Braselton's current policy for such adjustments, Braselton shall be notified by Hall County's Administrator, in writing, of those approved adjustments shall be deducted from the amounts remitted to Hall County.

6.

Hall County shall notify Braselton, in writing, of any rate, fee, or surcharge changes at least sixty (60) days prior to any said rate, fee, or surcharge changes, so as to allow Braselton sufficient time to effectuate such rate, fee or surcharge changes in its billing software and practices.

7.

It is acknowledged and understood Braselton will not be responsible for the operation and maintenance of the Hall County sanitary sewer collection system. Said operation and maintenance shall be performed by Hall County and shall include, but not be limited to, stream monitoring, facility repair, engineering, industrial pretreatment program, sewerage flow meter maintenance, permitting, and regulatory compliance.

8.

The term of this agreement shall commence as of the date of the execution of the agreement by the last party to sign same and shall continue until either party terminates the agreement but in no event shall such term exceed fifty (50) years from the date of execution hereof. Actual collection of the charges shall commence not more than one hundred eighty (180) days after the last party to sign this Agreement. The parties shall have the right to terminate this agreement: 1) upon mutual agreement; 2) upon the breach of the provisions of this agreement by the other if not corrected within thirty (30) days of written notice thereof; or 3) either party may terminate this agreement after providing not less than sixty (60) day's written notice. Termination shall relieve the parties of further performance under the agreement but notice of termination shall not relieve either party of obligations undertaken prior to receipt of such notice of termination and the parties shall be entitled to collect and remit any fees and charges collected prior to notice of termination. Any alterations of service delivery boundaries by virtue of a future Service Delivery Strategy Agreement shall be given full force and effect.

9.

Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any right or obligations hereunder.

10.

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

11.

This agreement shall be construed under the laws of the State of Georgia.

12.

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

13.

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

Town of Braselton
Attn: Town Manager
P.O. Box 306
Braselton, Georgia 30517

Hall County Commission
Attn: County Administrator
P.O. Box 1435
Gainesville, Georgia 30503

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

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

TOWN OF BRASELTON, GEORGIA

HALL COUNTY, GEORGIA

By: _____
Mayor

By: _____
Chairman, Board of Commissioners

Attest: _____
Clerk

Attest: _____
County Clerk

Approved to form

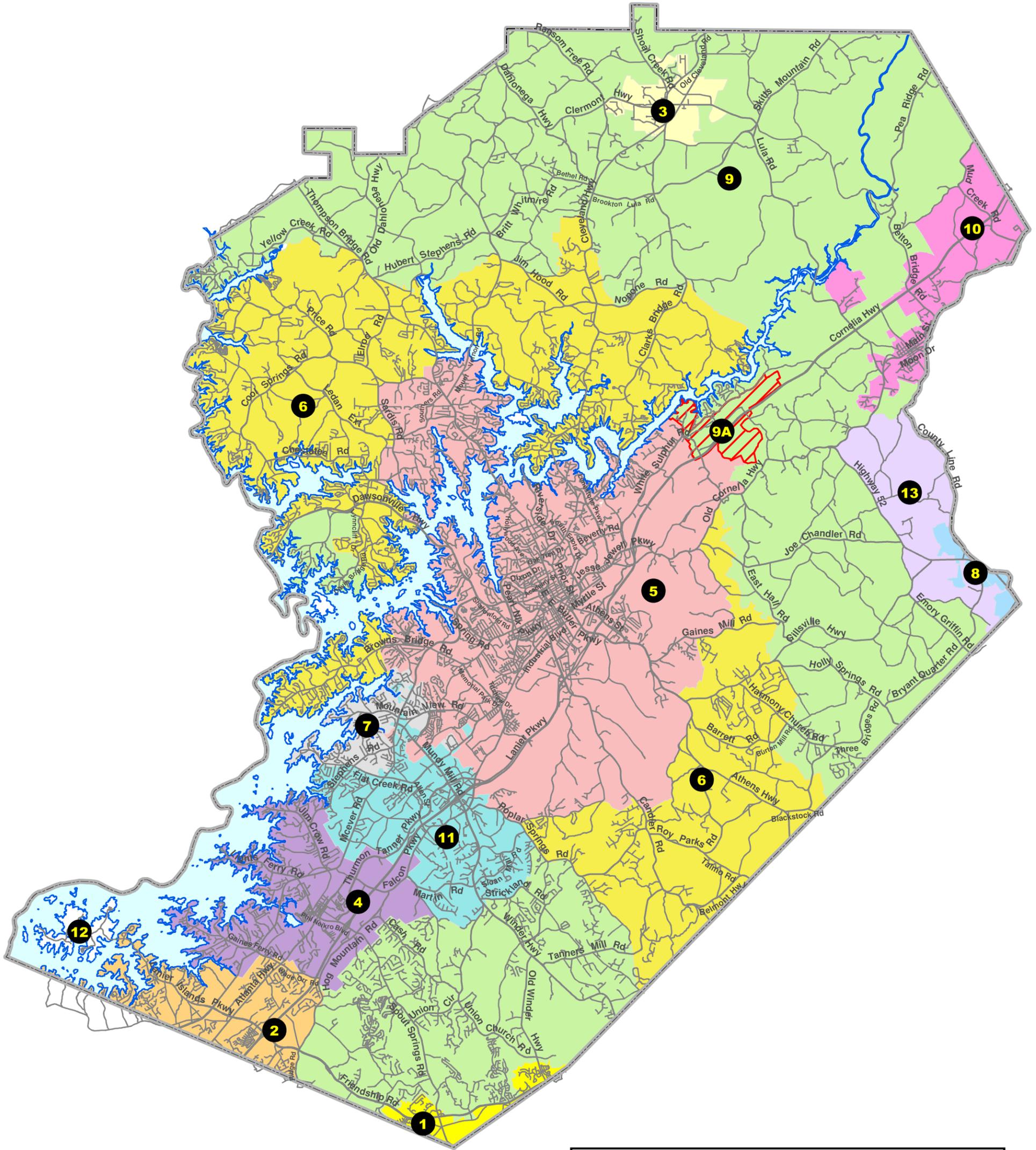
Approved to Form

Town Attorney

County Attorney

EXHIBIT "A"

Sewer Service Districts



| Legend | |
|----------|-------------------------------|
| | Lakes |
| DISTRICT | |
| | 1 - BRASELTON |
| | 2 - BUFORD |
| | 3 - CLERMONT |
| | 4 - FLOWERY BRANCH |
| | 5 - GAINESVILLE |
| | 6 - GAINESVILLE/HALL COUNTY |
| | 7 - GAINESVILLE/OAKWOOD |
| | 8 - GILLSVILLE |
| | 9 - HALL COUNTY |
| | 9A |
| | 10 - LULA |
| | 11 - OAKWOOD |
| | 12 - UNASSIGNED SERVICE |
| | 13 - GILLSVILLE - HALL COUNTY |



Date: 6/26/2017





AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (08/19/24)

REPORT TO: Voting Meeting (08/22/24)

ITEM NO: 447/2024

SUBJECT: Approve the Utility Relocation Agreement between Hall County and Georgia Power Company regarding the relocation of utility poles for the White Sulphur Road Realignment Project, subject to review and approval by the County Attorney. The estimated cost is \$380,853.00.

Meetings:

Work Session Date: 08/19/24

Voting Meeting Date: 08/22/24

Executive Summary:

Presenter: BN

Recommendation:
Approve.

Purpose of Request:

Approve the Utility Relocation Agreement between Hall County and Georgia Power Company regarding the relocation of utility poles for the White Sulphur Road Realignment Project, subject to review and approval by the County Attorney. The estimated cost is \$380,853.00.

History:

During the design of the project, right-of-way needs and utilities that need to be relocated were identified.

Facts and Issues:

The project begins on the existing White Sulphur Road, approximately 0.4 miles north of its intersection with Ramsey Road, and continuing north on a new roadway alignment approximately 0.74 miles, and ending east of the Blue Ridge Connector Inland Port (Port) Entrance. The plans show shifting of the roadway alignment to the east of the railroad and running northerly approximately 3,900 ft. with an urban cross-section, drainage collection piped and open ditches, and guard rail. The project involves modifications to the existing roadways converging at the north end of the project to account for elimination of the railroad crossing at the Port Entrance.

Options:

Funding Requested

\$ 380,853.00

Are funds within current budget?

Yes

Source of Funds

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

Yes

Has it been reviewed by the County Attorney?

No

Is there a deadline for this item?

Approvals:

| | | | |
|-----------------|-----------------------|---------------|----------------|
| Submit | Approve | Budget | Finance |
| JG | JG | DA | TS |
| Attorney | Administration | Clerk | |
| WLI | CR | JR | |

Attachments:

Financial Supplement

Utility Relocation Agreement



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

AGENDA ITEM 447/2024

Funds Requested: \$ 380,853.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

| Fiscal Year | Fund | Division | Account | Amount |
|--------------------|---------------------------|------------------|-----------------------|---------------|
| 2025 | 221-STATE ROAD GRANT FUND | 4971-ENGINEERING | 541400-INFRASTRUCTURE | \$380,853.00 |

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions:

Phone:



July 31, 2024

Hall County
Bill Nash, Director of Public Works & Utilities
Community Development and Infrastructure
2875 Browns Bridge Road
Gainesville, Georgia 30504

RE: **PI# L11866**
White Sulphur Road

Mr. Nash,

Attached is the Relocation Agreement between Georgia Power Company and Hall County for the above referenced project.

Please sign and return to the email address below:

mrkimber@southernco.com

After it has been executed by Georgia Power Company, we will email you a copy.

Both the total estimated cost for relocation and the Payment Amount are valid only for a period of one (1) year following the date set forth on the enclosed estimate. Further, Georgia Power will not commence any work unless, the County executes and returns the enclosed Relocation Agreement and authorizes commencement of the work. Work must commence within 6 months of the executed relocation agreement.

If you have any questions, please contact Kris Stephens at (706) 340-6457.

Sincerely,

Monica R. Kimber
mrkimber@southernco.com

Attachments

Please sign the agreement and send the electronic copy to the email address below:

Monica R. Kimber (mrkimber@southernco.com)

After agreements have been executed by Georgia Power Company, we will email a copy to you for your records.

Please remit any payments to the address below:

Georgia Power Company

96 Annex

Atlanta, GA 30396-0001

(Attn: Ayannes Stodghill)

Please reference invoice and or PI# number on check.

UTILITY RELOCATION AGREEMENT

PROJECT NAME: White Sulphur Road
PROJECT NUMBER: 1162100
PI NUMBER: L11866

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20__, by and between **HALL COUNTY**, State of Georgia (hereinafter referred to as the "County"), and **GEORGIA POWER COMPANY** (hereinafter referred to as the "Company"). This Agreement may refer to either County or Company, or both, as a "Party" or "Parties."

WITNESSETH:

WHEREAS, the County proposes under the above written Project to construct White Sulphur Road (hereinafter referred to as the "Project"); and

WHEREAS, due to the construction of the Project, it will become necessary for the Company to remove, relocate or make certain adjustments to the Company's existing facilities (such facilities, including but not limited to overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, facilities, wires, transformers, service pedestals, apparatus, manholes, conduits, fixtures, appliances, cables, protective wires and devices all being hereinafter referred to collectively as the "Facilities" or individually as the "Facility"); and

WHEREAS, the Company, as hereinafter provided, may assert that it has certain property interests and rights and utilized such property interests and rights for the placement of its Facilities prior in time to County's acquisition of the road right(s)-of-way, all as involved in said Project; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

Section 1 **THE WORK**

1.1 **Company Facilities**

Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during the term of this Agreement), and working in accordance with the terms of its agreements with such employees, will remove, relocate or make adjustments to its Facilities in accordance with the scope of work and Estimate (defined below) attached hereto as Exhibit "A" and incorporated herein by reference (the "Work"). Company shall make all technical decisions concerning the Work and may elect to contract any portion of the Work.

1.2 Road Right-of-Way

Prior to Company commencing the Work, County will provide written assurances to Company that it has acquired the necessary new road right-of-way (including information on the property rights acquired).

1.3 Traffic Control

Company shall make a reasonable effort to provide signing and other traffic control measures during the Work, in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the County.

Section 2 COSTS AND PAYMENT

2.1 Compensable Property Interests.

Company shall perform the Work in accordance with the estimate attached hereto as Exhibit "A" and incorporated herein by reference (the "Total Estimate"). The total amount of the Total Estimate is THREE HUNDRED EIGHTY Dollars (\$380,853.00). The amount of the Total Estimate that corresponds to Company's claim that it has compensable property interests with respect to the Project (the "Reimbursement Claim") is THREE HUNDRED EIGHTY THOUSAND, EIGHT HUNDRED FIFTY-THREE Dollars (\$380,853.00), otherwise reflected as **one hundred percent (100%)** of the Total Estimate. The Reimbursement Claim is limited to: (a) the costs of removing, relocating or adjusting those Facilities which are physically in place and in conflict with the proposed construction and/or maintenance; (b) where replacement is necessary, the costs of replacement in kind, and any improvements or betterments made necessary by the proposed construction and/or maintenance; and (c) the costs incurred in acquiring additional easements or private rights-of-way, including without limitation easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities (collectively, the "Relocation Costs").

The cost of any improvements or betterments that are not made necessary by the proposed construction or maintenance shall not be subject to the percentage split contemplated above. Such costs shall be paid as follows: (a) the costs of any improvements or betterments of a Facility being made solely at Company's option (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by Company; and (b) the costs of any improvements or betterments of a Facility being made solely at County's request (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by County.

Upon completion by Company of the Work and subject to determination of Company's Prior Rights Claim in accordance with Sections 3 and 4 below, County will pay Company a sum equal to the lesser of (a) THREE HUNDRED EIGHTY THOUSAND, EIGHT HUNDRED FIFTY-THREE Dollars (\$380,853.00), otherwise reflected as **one hundred percent (100%)** of the Total Estimate and representing the aforementioned Reimbursement Claim, or (b) the

corresponding percentage of actual Relocation Costs representing Company's compensable property interests with respect to the Project. County will also pay Company for the costs of any improvements or betterments of a Facility being made solely at County's request and not being made necessary by the proposed construction and/or maintenance.

2.2 **Progress Payments**

If Company chooses to submit invoices for progress payments, County will pay same within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the County. Upon completion of the Work, Company shall submit a final bill to County and County shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification thereof by the County.

2.3 **Change in Scope**

In the event there is a change in the Project, including without limitation a change in scope, design, plans, service, property interests to be acquired, engineering or costs, due to either (a) events or circumstances beyond Company's reasonable control, or (b) County's request, the Parties will negotiate in good faith a mutually acceptable agreement or amendment to this Agreement, in writing, to address such change and any increase in costs above those set forth in the Estimate.

Section 3 DETERMINATION OF COMPENSABLE PROPERTY INTEREST

3.1 If Company determines it has compensable property interests with respect to the Project, Company will submit a Reimbursement Claim. The Parties agree that they will in good faith share non-privileged information with each other related to the issue of prior rights for the Project. If County determines that Company's evidence is insufficient to make a determination as to Company's compensable property interests and the percentage of the Relocation Costs to be paid by Company based upon such compensable property interests, County will provide Company with a written basis for such insufficiency and request that Company provide additional information. County will make a determination as to any asserted Reimbursement Claim before the earlier of: (a) the date that is thirty (30) days after receipt of the Reimbursement Claim; and (b) the date on which Company needs to commence the Work in order to prevent a Project delay (the "Commencement Date").

3.2 In the event that a determination cannot reasonably be made prior to the Commencement Date, provided that County certifies in writing to Company that the Project is time-sensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines, Company will commence the Work without a written determination having been made. In such case, the Party's rights, claims and defenses with regard to the issue of compensable property interests and prior rights will not be waived or affected in any manner. If County does not thereafter make a determination regarding the Reimbursement Claim within six (6) months from the date of County's receipt of same, the Reimbursement Claim will be deemed approved by County.

Section 4 **DISPUTE RESOLUTION**

4.1 **Disagreement**

If Company disagrees with County's determination with regard to the Reimbursement Claim and the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to Section 4.2 below.

4.2 **Dispute Notice**

Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim (the "Dispute Notice"), each of the Parties will appoint a designated representative who has authority to settle the dispute (or who has authority to recommend to the governing body of such Party a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If within sixty (60) days after issuance of a Dispute Notice (a) the Parties are unable to resolve issues related to the dispute, or (b) County fails to approve any tentative agreement reached, the Parties agree to participate in confidential, non-binding mediation pursuant to Section 4.3 below, it being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 4.

4.3 **Mediation**

If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 4.2, the Parties agree to participate in confidential, non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. In the event the Parties are unable to agree on a third party mediator within ninety (90) days of issuance of the Dispute Notice, each Party shall designate a mediation representative, and the two mediator representatives shall in good faith select a third party mediator. Each Party shall be responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to the mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. Nothing contained herein, however, will preclude the Parties from first seeking temporary injunctive or other equitable relief. The Parties agree that any statute of limitations,

equity or other time-based periods shall be tolled as of and from the date of the Dispute Notice until a complaint, if any, is filed.

Section 5 **VERIFICATION**

5.1 **Material Discrepancy**

For purposes of this Section 5, “Verification” means that County has reasonably determined that there is a material discrepancy between Company’s invoiced charges and County’s calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, County agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should County fail to provide such documentation within the specified time period, County must pay the disputed amount. County must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. County must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of Company.

5.2 **Audit**

At any time within thirty-six (36) months after the date of final payment, County, at its sole expense, may audit the non-privileged cost records, support documentation and accounts of Company pertaining to this Project to solely assess the accuracy of the invoices submitted by Company and notify Company of any amount of any unallowable expenditure made in the final payment under this Agreement, or, if no unallowable expenditure is found, notify Company of that fact in writing. Any such audit will be conducted by representatives of County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to Company and during regular business hours at the offices of Company in a manner that does not unreasonably interfere with Company’s business activities and subject to Company’s reasonable security requirements. As a prerequisite to conducting such audit, County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign Company’s Nondisclosure Agreement. Company may redact from its records provided to County information that is confidential and irrelevant to the purposes of the audit. Company will reasonably cooperate in any such audit, providing access to Company records that are reasonably necessary to enable County to test the accuracy of the invoices to which the audit pertains, provided that County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from County (based on the mutually agreed upon audit results), County may set off the amount of such bill against the amounts owed Company on any then-current contract between Company and County. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 4.2 and 4.3 will govern the resolution of the dispute. County may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

Section 6 **COUNTY AS PARTY**

County acknowledges that this Agreement is “proprietary” in nature under applicable Georgia law, as permitted by O.C.G.A. § 36-60-13(j), and not “governmental” or “legislative,” as prohibited by O.C.G.A. § 36-30-3(a). County further represents and warrants that this Agreement will comply with all applicable laws concerning County actions and approvals and execution of binding agreements. County covenants to undertake all actions necessary to bind County.

Section 7 **COMMENCEMENT AND TERMINATION CONDITIONS**

Company is not obligated to commence the Work until Parties agree on the removal, relocation and/or adjustment to Company’s facilities required by the Project. If County fails to authorize commencement of the Work by July 9, 2025, Company will have no obligation to begin the Work and may terminate this Agreement without penalty by providing County with notice in writing. If County fails to sign and return this Agreement to Company by July 9, 2025, any offer made by Company pursuant to the Agreement is automatically revoked and the agreement is void and of no effect.

Section 8 **MISCELLANEOUS PROVISIONS**

Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties, and all prior oral agreements are superseded and integrated into this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the Parties. The Parties agree that this Agreement shall be deemed to have been executed in Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

ATTEST:

Hall County, GEORGIA

By: _____

By: _____

Title: _____

Chairman, Board of Commissioners

Witness: _____

(SEAL)

Notary: _____

(SEAL)

Approved as to Form by:

Hall County Department of Transportation

Recorded on the Minutes of the County Commission at Minute Book ____, Page_____.

ATTEST:

GEORGIA POWER COMPANY

By: _____

By: _____

Title: _____

Title: Centralized Engineering Svcs Manager

Witness: _____

Date: _____

Notary: _____

(SEAL)

[Give proper title of each person executing Agreement. Attach seal as required.]

DOT Prior Rights Research PI L-11866
White Sulphur Road
Hall County

Prior Rights research for the above project is complete. A thorough search has been performed in the Georgia Power Company LIMS database, on the Hall County Tax Assessors Website, and on the GSCCCA.org Website by Land Lot and Land District, GMD, Headrights Area, property owners and address. This project is located in Land Lot 108 of the 9th Land District, the 411th GMD and the 9th Headrights Area of Hall County, Georgia. Roads involved are White Sulphur Road, Big Oak Road, and Cagle Road.

Distribution Base Maps: 0576-1492, 0576-1494, 0753-1494 and 0753-1492

Transmission: No Transmission Lines, Structures or Facilities are affected.

Georgia Power Company began obtaining easements for Rabbittown – White Sulphur Rural Distribution Line in 1937. Easements acquired from R. J. Ramsey and W. O. Ramsey (PSN# 151391), dated 9/9/37 and S. I. Baugh (PSN# 151404), dated 9/8/37 cover the locations affected by this project. In addition, please see the attached Georgia Power Company Drawing for the Rabbittown – White Sulphur Line, Sheet 3 of 3, dated 8/17/37 which shows the locations of the easements acquired from the aforementioned property owners.

Distribution lines and facilities were constructed outside of County Road Right of Way. We found no evidence that the County owned any Right of Way prior to the placement of the reimbursable location for the distribution lines and facilities in the project area.

| | |
|---|--|
| Headquarters : CENTRALIZED DISTR. SVCS | Oracle Project : Task : 15 |
| Tax Repair Ind : No Blanket : No | SPECIFIC Funding Project : 10476593 |
| Customer : L11866 HALL COUNTY | Oracle Project Name : L11866 HALL COUNTY-GP892H02924 |
| Address : WHITE SULPHUR RD | Funding Project Name : 703001 - ROADWAY WORK - CONVERSIO |
| Town : GAINESVILLE | W.O. Number : GP892H02924 Ref# : 2664923 |
| Map Number : 0573-1490 | WR# : |
| Estimate Name : L11866 HALL COUNTY | Job Type : H-HIGHWAY RELOCATIONS OH / UD |
| Date Last Est : 09-JUL-2024 | Type Customer : OH SPECIFIC HIGHWAY - 703001 |
| Engineer : GOODMAN,BOBBY C | Substation : KUBOTA DRIVE |
| Committed Service Date : | Circuit : H3122-2620 |
| Est. Start Date : 03/03/25 Est. In-Service Date : 12/08/26 | CSS Bill Acct# : |
| Job Description : GDOT RELOCATION OF WHITE SULPHUR RD . | |

Driving Directions :

Permits/Notification(s) :

| | | | | |
|---|--------|-----------|------------------|-----------------------|
| Total Estimated External Charges Included Below: \$0 | | | | |
| Billing: | Fixed | Joint Use | Out Of Ratio | Customer Contribution |
| | \$0 | \$0 | \$0 | \$0 |
| MANHOURS: | Onsite | Travel | Headquarters | Total |
| Company | 876.31 | 175.37 | 87.62 | 1,139.30 |
| Contractor | 914.13 | 46.02 | 23.01 | 983.16 |
| | | | Total Estimated: | 2,122.46 |

| | | | | | | | |
|----------------------|-----------|--------------|-----------------|-------------|----------|------------|------|
| Labor Multiplier : | 1.30 | Comment : | GDOT RELOCATION | | | | |
| Travel : | 0.00 | HQ : | 0.00 | EOH Labor : | 0.00 | EOH Matl : | 0.00 |
| Cost Summary | Plant | Transformers | Meters | Maint | Removal | Total | |
| Company Labor | \$64,636 | \$478 | \$0 | \$391 | \$28,806 | \$94,311 | |
| Contract Labor | \$117,873 | \$0 | \$0 | \$0 | \$570 | \$118,443 | |
| Company Material | \$45,193 | \$7,114 | \$0 | \$6 | \$0 | \$52,313 | |
| Contractor Material | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| Company Equipment | \$16,159 | \$120 | \$0 | \$98 | \$7,202 | \$23,579 | |
| Contractor Equipment | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| Engr Supv OH | \$78,035 | \$2,467 | \$0 | \$0 | \$11,705 | \$92,207 | |
| Subtotal | \$321,896 | \$10,179 | \$0 | \$495 | \$48,283 | \$380,853 | |
| Blanket | | | | | | \$0 | |
| Salvage | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| Total | \$321,896 | \$10,179 | \$0 | \$495 | \$48,283 | \$380,853 | |

| | | | | | | | |
|---------------------|---------|--------------|-----|---------------|------|-----------|-----|
| Total WO Bill : | | | | | | \$0 | |
| Total Net Cost : | | | | | | \$380,853 | |
| Incidental Maint : | \$1,093 | Revenue : | \$0 | Total Ratio : | 0.00 | | |
| Rate : | | Loc Cost : | \$0 | Local Ratio : | 0.00 | | |
| TVM Amount : | \$0 | CPS Amount : | \$0 | Sales Tax : | \$0 | Profit : | \$0 |
| Total Bill Amount : | \$0 | | | | \$0 | | |

| | | | |
|-----------|------|--------------|------|
| Approvals | Date | Completed By | Date |
| Auth : | | | |
| Close : | | | |

Date : 09-Jul-2024 05:30 PM

Work Location Summary Report



Job Ref # : 2664923
 Applicant Name : L11866 HALL COUNTY
 Estimate Name : L11866 HALL COUNTY
 Estimate Description : GDOT RELOCATION OF WHITE SULPHUR RD .

ALL LOCATIONS

Maximo GL Account : -14|
 Oracle Project# :
 Labor Task # : 15
 Project Type : SPECIFIC
 Work Order # : GP892H02924
 Job Address : WHITE SULPHUR RD

| Work Function | Special Processing | Local Cost | Unit Identification | Qty | Ret Ind | Description | Contractor Name |
|--------------------------|--------------------|-------------------------|-----------------------|------------------------|------------------------|--|-----------------|
| *** Work Location : 3.00 | | Description : | | | | | |
| | | Inst Dsgn Volt Num : 25 | Inst Op Volt Num : 25 | Rmv Dsgn Volt Num : 25 | Rmv Op Volt Num : 25 | | |
| | | Energized : Y | Inaccessible : Y | Rock/Swamp : N | Est Co ManHour : 64.42 | Est Cont ManHours : 0.00 | |
| INSTALL | NONE | | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | |
| INSTALL | NONE | | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | |
| INSTALL | NONE | | SWITCHINGOH | 3 | N | SWITCHING LABOR TO ISOLATE LINE SECTION - OH- (PER HOUR) | |
| REMOVE | NONE | | PL453SG | 1 | Y | POLE WOOD CCA 45 FT CL 3 W' SECT GND | |
| REMOVE | NONE | | PN33974/0C | 278 | Y | 3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR) | |
| REMOVE | NONE | | PNT3F13 | 1 | N | PRI BRKT F'GLASS 2 PH (B-9445) 2"X60" (W/O PIN INSULS), PRI POLE TOP PIN - 13" F'GLAS TUBULAR POST, 2" DIA, PRI PIN TYPE INSUL, SR1, SEC-TANG WIRE TIE | |
| REMOVE | NONE | | S1/0QPXC | 85 | Y | SEC WIRE-ACSR QUADRAPLEX #1/0 | |
| REMOVE | NONE | | SCONNOH | 2 | N | CONNECTORS & MHR FOR SECONDARY CONNECTIONS -ANY SIZE | |
| REMOVE | NONE | | SD1 | 2 | N | SEC DEADEND ONE WIRE | |
| REMOVE | NONE | | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | |
| REMOVE | NONE | | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | |
| REMOVE | NONE | | TBY15 | 1 | Y | TRANSF BANK WYE 120/208V 3-15KVA NO TAPS CPT W' CLUST MTN 3 CO 3 LA AND CO- | |
| *** Work Location : 3.01 | | Description : | | | | | |
| | | Inst Dsgn Volt Num : 25 | Inst Op Volt Num : 25 | Rmv Dsgn Volt Num : 25 | Rmv Op Volt Num : 25 | | |
| | | Energized : Y | Inaccessible : Y | Rock/Swamp : N | Est Co ManHour : 98.14 | Est Cont ManHours : 122.34 | |
| INSTALL | NONE | | DISTEASEMENT | 5,000 | Y | DISTRIBUTION EASEMENT- AMT PAID TO CUSTOMER - USE DOT SUPPORT OR CONTRACTOR BID - **INVENTORY DOLLARS PAID*** | DOT SUPPORT |
| INSTALL | NONE | | EASEMENT | 1 | Y | AGENTS COST OF OBTAINING EASEMENT - (\$1600) - USE DOT SUPPORT OR CONTRACTOR BID | DOT SUPPORT |
| INSTALL | NONE | | G11H1 | 1 | N | GUY ANCH HELIX 11M - 1 GUY/ANCH ON THE POLE -INVENTORY GG SEPARATELY | |
| INSTALL | NONE | | GG | 1 | N | GUY MARKER, 8' FOR 3/8" & 7/16" GUYS | |
| INSTALL | NONE | | HYDROVAC-POLE | 6 | N | HYDROVAC WORK FOR POLE SETTING ** USE CONTRACTOR BID ** ESTIMATE # OF MAN-HOURS | CONTRACTOR BID |
| INSTALL | NONE | | PL453SG | 1 | Y | POLE WOOD CCA 45 FT CL 3 W' SECT GND | |

| | | | | | | |
|---------|------|---------------|-----|---|--|------------------|
| INSTALL | NONE | PM1 | 1 | N | PH MARKER 1 WHITE ON RED ENAMEL | |
| INSTALL | NONE | PM2 | 1 | N | PH MARKER 2 BLACK ON WHITE ENAMELED | |
| INSTALL | NONE | PM3 | 1 | N | PH MARKER 3 WHITE ON BLUE ENAMELED | |
| INSTALL | NONE | PN33974/ORECC | 300 | Y | 3PH PRI-NEUTRAL (3-397ACSR&1-4/0ACSR) RECONDUCTOR WORK | |
| INSTALL | NONE | PNT3F13 | 1 | N | PRI BRKT F'GLASS 2 PH (B-9445) 2"X60" (W/O PIN INSULS), PRI POLE TOP PIN - 13" F'GLAS TUBULAR POST, 2" DIA, PRI PIN TYPE INSUL, SR1, SEC-TANG WIRE TIE | |
| INSTALL | NONE | POLESTAKE | 5 | N | POLE STAKING BY SURVEYOR - USE DOT SUPPORT CONTRACTOR | DOT SUPPORT |
| INSTALL | NONE | PS397 | 3 | N | OVERHEAD PRI SPLICE FOR 397MCM ACSR | |
| INSTALL | NONE | S1/0QPXC | 100 | Y | SEC WIRE-ACSR QUADRAPLEX #1/0 | |
| INSTALL | NONE | SCONNOH | 2 | N | CONNECTORS & MHR FOR SECONDARY CONNECTIONS -ANY SIZE | |
| INSTALL | NONE | SD1 | 2 | N | SEC DEADEND ONE WIRE | |
| INSTALL | NONE | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | |
| INSTALL | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | |
| INSTALL | NONE | SR11/0 | 3 | N | SEC RISER 1 XFMR 37.5KVA AND SMALLER-WP CU #1/0 7STR | |
| INSTALL | NONE | SS4/0 | 1 | N | OVERHEAD SEC CONDUCTOR SPLICE FOR #4/0 ACSR | |
| INSTALL | NONE | SVQPA1/0SPLS | 1 | N | SVC WIRE FOR SPLICE - 1/0 QUAD **INVENTORY BY FT** -INV SPLICES SEPARATELY | |
| INSTALL | NONE | SWITCHINGOH | 3 | N | SWITCHING LABOR TO ISOLATE LINE SECTION - OH- (PER HOUR) | |
| INSTALL | NONE | TBY15 | 1 | Y | TRANSF BANK WYE 120/208V 3-15KVA NO TAPS CPT W' CLUST MTN 3 CO 3 LA AND CO- | |
| INSTALL | NONE | TW | 60 | N | TREE WORK – USE "TREE CONTRACTORS" IF PERFORMED BY A TREE CREW | TREE CONTRACTORS |

| *** Work Location : 4.00 | | Description : | Inst Dsgn Volt Num : 25 | Inst Op Volt Num : 25 | Rmv Dsgn Volt Num : 25 | Rmv Op Volt Num : 25 | Est Co ManHour : 48.84 | Est Cont ManHours : 0.00 |
|--------------------------|------|---------------|-------------------------|-----------------------|--|----------------------|------------------------|--------------------------|
| | | Energized : Y | Inaccessible : Y | Rock/Swamp : N | | | | |
| INSTALL | NONE | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | | | |
| INSTALL | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | | | |
| REMOVE | NONE | PL453G | 1 | Y | POLE WOOD CCA 45 FT CLASS 3 W' GROUND | | | |
| REMOVE | NONE | PN33974/OC | 340 | Y | 3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR) | | | |
| REMOVE | NONE | PNT3F13 | 1 | N | PRI BRKT F'GLASS 2 PH (B-9445) 2"X60" (W/O PIN INSULS), PRI POLE TOP PIN - 13" F'GLAS TUBULAR POST, 2" DIA, PRI PIN TYPE INSUL, SR1, SEC-TANG WIRE TIE | | | |
| REMOVE | NONE | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | | | |
| REMOVE | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | | | |

| *** Work Location : 4.01 | | Description : | Inst Dsgn Volt Num : 25 | Inst Op Volt Num : 25 | Rmv Dsgn Volt Num : 25 | Rmv Op Volt Num : 25 | Est Cont ManHours : 122.34 |
|--------------------------|------|---------------|-------------------------|-----------------------|--|----------------------|----------------------------|
| | | Energized : Y | Inaccessible : Y | Rock/Swamp : N | Est Co ManHour : 48.42 | | |
| INSTALL | NONE | DISTEASEMENT | 5,000 | Y | DISTRIBUTION EASEMENT- AMT PAID TO CUSTOMER - USE DOT SUPPORT OR CONTRACTOR BID - **INVENTORY DOLLARS PAID*** | DOT SUPPORT | |
| INSTALL | NONE | EASEMENT | 1 | Y | AGENTS COST OF OBTAINING EASEMENT - (\$1600) - USE DOT SUPPORT OR CONTRACTOR BID | DOT SUPPORT | |
| INSTALL | NONE | HYDROVAC-POLE | 6 | N | HYDROVAC WORK FOR POLE SETTING ** USE CONTRACTOR BID ** ESTIMATE # OF MAN-HOURS | CONTRACTOR BID | |
| INSTALL | NONE | PL453G | 1 | Y | POLE WOOD CCA 45 FT CLASS 3 W' GROUND | | |
| INSTALL | NONE | PM1 | 1 | N | PH MARKER 1 WHITE ON RED ENAMEL | | |
| INSTALL | NONE | PM2 | 1 | N | PH MARKER 2 BLACK ON WHITE ENAMELED | | |
| INSTALL | NONE | PM3 | 1 | N | PH MARKER 3 WHITE ON BLUE ENAMELED | | |
| INSTALL | NONE | PN33974/ORECC | 200 | Y | 3PH PRI-NEUTRAL (3-397ACSR&1-4/OACSR) RECONDUCTOR WORK | | |
| INSTALL | NONE | PNT3F13 | 1 | N | PRI BRKT F'GLASS 2 PH (B-9445) 2"X60" (W/O PIN INSULS), PRI POLE TOP PIN - 13" F'GLAS TUBULAR POST, 2" DIA, PRI PIN TYPE INSUL, SR1, SEC-TANG WIRE TIE | | |
| INSTALL | NONE | POLESTAKE | 5 | N | POLE STAKING BY SURVEYOR - USE DOT SUPPORT CONTRACTOR | DOT SUPPORT | |
| INSTALL | NONE | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | | |
| INSTALL | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | | |
| INSTALL | NONE | TW | 60 | N | TREE WORK - USE "TREE CONTRACTORS" IF PERFORMED BY A TREE CREW | TREE CONTRACTORS | |
| REMOVE | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | | |
| *** Work Location : 5.00 | | Description : | Inst Dsgn Volt Num : 25 | Inst Op Volt Num : 25 | Rmv Dsgn Volt Num : 25 | Rmv Op Volt Num : 25 | Est Cont ManHours : 0.00 |
| | | Energized : Y | Inaccessible : Y | Rock/Swamp : N | Est Co ManHour : 66.12 | | |
| INSTALL | NONE | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | | |
| INSTALL | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | | |
| REMOVE | NONE | DSG600A | 1 | Y | DISC SW-GANG OPERATED 25KV 600A ARM MOUNTED (REMOVAL ONLY) | | |
| REMOVE | NONE | PL501SG | 1 | Y | POLE WOOD CCA 50 FT CL 1 W' SECT GND | | |
| REMOVE | NONE | PN33974/OC | 346 | Y | 3PH PRI-NEUTRAL (3-397 ACSR&1-4/OACSR) | | |
| REMOVE | NONE | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | | |
| REMOVE | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | | |

| *** Work Location : 5.01 | | Description : | | | | |
|--------------------------|------|-------------------------|-----------------------|------------------------|---|----------------------------|
| | | Inst Dsgn Volt Num : 25 | Inst Op Volt Num : 25 | Rmv Dsgn Volt Num : 25 | Rmv Op Volt Num : 25 | |
| | | Energized : Y | Inaccessible : Y | Rock/Swamp : N | Est Co ManHour : 87.35 | Est Cont ManHours : 122.34 |
| INSTALL | NONE | DISTEASEMENT | 5,000 | Y | DISTRIBUTION EASEMENT- AMT PAID TO CUSTOMER - USE DOT SUPPORT OR CONTRACTOR BID - **INVENTORY DOLLARS PAID*** | DOT SUPPORT |
| INSTALL | NONE | DSGLBHORZ | 1 | Y | DISC SW- HORIZONTAL- GANG- LB 25KV 900A | |
| INSTALL | NONE | EASEMENT | 1 | Y | AGENTS COST OF OBTAINING EASEMENT - (\$1600) - USE DOT SUPPORT OR CONTRACTOR BID | DOT SUPPORT |
| INSTALL | NONE | HYDROVAC-POLE | 6 | N | HYDROVAC WORK FOR POLE SETTING ** USE CONTRACTOR BID ** ESTIMATE # OF MAN-HOURS | CONTRACTOR BID |
| INSTALL | NONE | LA-3 | 2 | Y | LIGHTNING ARRESTER ASSY-3ARRESTERS ON 1-3PH BKT | |
| INSTALL | NONE | PL502SG | 1 | Y | POLE WOOD CCA 50 FT CL 2 W' SECT GND | |
| INSTALL | NONE | PM1 | 1 | N | PH MARKER 1 WHITE ON RED ENAMEL | |
| INSTALL | NONE | PM2 | 1 | N | PH MARKER 2 BLACK ON WHITE ENAMELED | |
| INSTALL | NONE | PM3 | 1 | N | PH MARKER 3 WHITE ON BLUE ENAMELED | |
| INSTALL | NONE | PN33974/ORECC | 140 | Y | 3PH PRI-NEUTRAL (3-397ACSR&1-4/0ACSR) RECONDUCTOR WORK | |
| INSTALL | NONE | POLESTAKE | 5 | N | POLE STAKING BY SURVEYOR - USE DOT SUPPORT CONTRACTOR | DOT SUPPORT |
| INSTALL | NONE | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | |
| INSTALL | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | |
| INSTALL | NONE | TW | 60 | N | TREE WORK - USE "TREE CONTRACTORS" IF PERFORMED BY A TREE CREW | TREE CONTRACTORS |
| REMOVE | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | |

| *** Work Location : 12.00 | | Description : | | | | |
|---------------------------|------|-------------------------|-----------------------|------------------------|---|--------------------------|
| | | Inst Dsgn Volt Num : 25 | Inst Op Volt Num : 25 | Rmv Dsgn Volt Num : 25 | Rmv Op Volt Num : 25 | |
| | | Energized : Y | Inaccessible : Y | Rock/Swamp : N | Est Co ManHour : 53.38 | Est Cont ManHours : 0.00 |
| INSTALL | NONE | G11H1 | 1 | N | GUY ANCH HELIX 11M - 1 GUY/ANCH ON THE POLE -INVENTORY GG SEPARATELY | |
| INSTALL | NONE | GG | 1 | N | GUY MARKER, 8' FOR 3/8" & 7/16" GUYS | |
| INSTALL | NONE | HYDROVAC-POLE | 6 | N | HYDROVAC WORK FOR POLE SETTING ** USE CONTRACTOR BID ** ESTIMATE # OF MAN-HOURS | |
| INSTALL | NONE | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | |
| INSTALL | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | |
| REMOVE | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | |

| *** Work Location : 14.00 | | Description : | Inst Dsgn Volt Num : 25 | Inst Op Volt Num : 25 | Rmv Dsgn Volt Num : 25 | Rmv Op Volt Num : 25 | Est Co ManHour : 53.81 | Est Cont ManHours : 0.00 |
|---------------------------|------|---------------|-------------------------|-----------------------|--|----------------------|------------------------|----------------------------|
| | | Energized : Y | Inaccessible : Y | Rock/Swamp : N | | | | |
| INSTALL | NONE | PNT3F13 | 1 | N | PRI BRKT F'GLASS 2 PH (B-9445) 2"X60" (W/O PIN INSULS), PRI POLE TOP PIN - 13" F'GLAS TUBULAR POST, 2" DIA, PRI PIN TYPE INSUL, SR1, SEC-TANG WIRE TIE | | | |
| INSTALL | NONE | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | | | |
| INSTALL | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | | | |
| REMOVE | NONE | PL453G | 1 | Y | POLE WOOD CCA 45 FT CLASS 3 W' GROUND | | | |
| REMOVE | NONE | PN33974/0C | 348 | Y | 3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR) | | | |
| REMOVE | NONE | PNT3F13 | 1 | N | PRI BRKT F'GLASS 2 PH (B-9445) 2"X60" (W/O PIN INSULS), PRI POLE TOP PIN - 13" F'GLAS TUBULAR POST, 2" DIA, PRI PIN TYPE INSUL, SR1, SEC-TANG WIRE TIE | | | |
| REMOVE | NONE | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | | | |
| REMOVE | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | | | |
| *** Work Location : 14.01 | | Description : | Inst Dsgn Volt Num : 25 | Inst Op Volt Num : 25 | Rmv Dsgn Volt Num : 25 | Rmv Op Volt Num : 25 | Est Co ManHour : 62.20 | Est Cont ManHours : 122.34 |
| | | Energized : Y | Inaccessible : Y | Rock/Swamp : N | | | | |
| INSTALL | NONE | DISTEASEMENT | 5,000 | Y | DISTRIBUTION EASEMENT- AMT PAID TO CUSTOMER - USE DOT SUPPORT OR CONTRACTOR BID - **INVENTORY DOLLARS PAID*** | | | DOT SUPPORT |
| INSTALL | NONE | EASEMENT | 1 | Y | AGENTS COST OF OBTAINING EASEMENT - (\$1600) - USE DOT SUPPORT OR CONTRACTOR BID | | | DOT SUPPORT |
| INSTALL | NONE | G11H1 | 1 | N | GUY ANCH HELIX 11M - 1 GUY/ANCH ON THE POLE -INVENTORY GG SEPARATELY | | | |
| INSTALL | NONE | GG | 1 | N | GUY MARKER, 8' FOR 3/8" & 7/16" GUYS | | | |
| INSTALL | NONE | HYDROVAC-POLE | 6 | N | HYDROVAC WORK FOR POLE SETTING ** USE CONTRACTOR BID ** ESTIMATE # OF MAN-HOURS | | | CONTRACTOR BID |
| INSTALL | NONE | PL453G | 1 | Y | POLE WOOD CCA 45 FT CLASS 3 W' GROUND | | | |
| INSTALL | NONE | PM1 | 1 | N | PH MARKER 1 WHITE ON RED ENAMEL | | | |
| INSTALL | NONE | PM2 | 1 | N | PH MARKER 2 BLACK ON WHITE ENAMELED | | | |
| INSTALL | NONE | PM3 | 1 | N | PH MARKER 3 WHITE ON BLUE ENAMELED | | | |
| INSTALL | NONE | PN33974/0RECC | 295 | Y | 3PH PRI-NEUTRAL (3-397ACSR&1-4/0ACSR) RECONDUCTOR WORK | | | |
| INSTALL | NONE | PNT3F13 | 1 | N | PRI BRKT F'GLASS 2 PH (B-9445) 2"X60" (W/O PIN INSULS), PRI POLE TOP PIN - 13" F'GLAS TUBULAR POST, 2" DIA, PRI PIN TYPE INSUL, SR1, SEC-TANG WIRE TIE | | | |
| INSTALL | NONE | POLESTAKE | 5 | N | POLE STAKING BY SURVEYOR - USE DOT SUPPORT CONTRACTOR | | | DOT SUPPORT |
| INSTALL | NONE | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | | | |
| INSTALL | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | | | |
| INSTALL | NONE | TW | 60 | N | TREE WORK – USE "TREE CONTRACTORS" IF PERFORMED BY A TREE CREW | | | TREE CONTRACTORS |

REMOVE NONE SPREADPHASES3 1 N INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING
- 3 PH - - TANGENT

| *** Work Location : 15.00 | | Description : | Inst Dsgn Volt Num : 25 | Inst Op Volt Num : 25 | Rmv Dsgn Volt Num : 25 | Rmv Op Volt Num : 25 | Est Co ManHour : 35.32 | Est Cont ManHours : 0.00 |
|---------------------------|------|---------------|-------------------------|-----------------------|--|--------------------------|------------------------|--------------------------|
| | | Energized : N | Inaccessible : N | Rock/Swamp : N | Est Co ManHour : 35.32 | Est Cont ManHours : 0.00 | | |
| INSTALL | NONE | PNT3F13 | 1 | N | PRI BRKT F'GLASS 2 PH (B-9445) 2"X60" (W/O PIN INSULS), PRI POLE TOP PIN - 13" F'GLAS TUBULAR POST, 2" DIA, PRI PIN TYPE INSUL, SR1, SEC-TANG WIRE TIE | | | |
| INSTALL | NONE | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | | | |
| INSTALL | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | | | |
| REMOVE | NONE | PL453G | 1 | Y | POLE WOOD CCA 45 FT CLASS 3 W' GROUND | | | |
| REMOVE | NONE | PN33974/0C | 331 | Y | 3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR) | | | |
| REMOVE | NONE | PNT3F13 | 1 | N | PRI BRKT F'GLASS 2 PH (B-9445) 2"X60" (W/O PIN INSULS), PRI POLE TOP PIN - 13" F'GLAS TUBULAR POST, 2" DIA, PRI PIN TYPE INSUL, SR1, SEC-TANG WIRE TIE | | | |
| REMOVE | NONE | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | | | |
| REMOVE | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | | | |

| *** Work Location : 15.01 | | Description : | Inst Dsgn Volt Num : 25 | Inst Op Volt Num : 25 | Rmv Dsgn Volt Num : 25 | Rmv Op Volt Num : 25 | Est Co ManHour : 32.76 | Est Cont ManHours : 122.34 |
|---------------------------|------|---------------|-------------------------|-----------------------|--|----------------------------|------------------------|----------------------------|
| | | Energized : N | Inaccessible : N | Rock/Swamp : N | Est Co ManHour : 32.76 | Est Cont ManHours : 122.34 | | |
| INSTALL | NONE | DISTEASEMENT | 5,000 | Y | DISTRIBUTION EASEMENT- AMT PAID TO CUSTOMER - USE DOT SUPPORT OR CONTRACTOR BID - **INVENTORY DOLLARS PAID*** | | | DOT SUPPORT |
| INSTALL | NONE | EASEMENT | 1 | Y | AGENTS COST OF OBTAINING EASEMENT - (\$1600) - USE DOT SUPPORT OR CONTRACTOR BID | | | DOT SUPPORT |
| INSTALL | NONE | G11H1 | 2 | N | GUY ANCH HELIX 11M - 1 GUY/ANCH ON THE POLE -INVENTORY GG SEPARATELY | | | |
| INSTALL | NONE | GG | 2 | N | GUY MARKER, 8' FOR 3/8" & 7/16" GUYS | | | |
| INSTALL | NONE | HYDROVAC-POLE | 6 | N | HYDROVAC WORK FOR POLE SETTING ** USE CONTRACTOR BID ** ESTIMATE # OF MAN-HOURS | | | CONTRACTOR BID |
| INSTALL | NONE | PL453G | 1 | Y | POLE WOOD CCA 45 FT CLASS 3 W' GROUND | | | |
| INSTALL | NONE | PM1 | 1 | N | PH MARKER 1 WHITE ON RED ENAMEL | | | |
| INSTALL | NONE | PM2 | 1 | N | PH MARKER 2 BLACK ON WHITE ENAMELED | | | |
| INSTALL | NONE | PM3 | 1 | N | PH MARKER 3 WHITE ON BLUE ENAMELED | | | |
| INSTALL | NONE | PN33974/0RECC | 200 | Y | 3PH PRI-NEUTRAL (3-397ACSR&1-4/0ACSR) RECONDUCTOR WORK | | | |
| INSTALL | NONE | PNT3F13 | 1 | N | PRI BRKT F'GLASS 2 PH (B-9445) 2"X60" (W/O PIN INSULS), PRI POLE TOP PIN - 13" F'GLAS TUBULAR POST, 2" DIA, PRI PIN TYPE INSUL, SR1, SEC-TANG WIRE TIE | | | |
| INSTALL | NONE | POLESTAKE | 5 | N | POLE STAKING BY SURVEYOR - USE DOT SUPPORT CONTRACTOR | | | DOT SUPPORT |
| INSTALL | NONE | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | | | |
| INSTALL | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | | | |

| | | | | | | |
|---------|------|---------------|----|---|--|------------------|
| INSTALL | NONE | TW | 60 | N | TREE WORK – USE “TREE CONTRACTORS” IF PERFORMED BY A TREE CREW | TREE CONTRACTORS |
| REMOVE | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | |

| | | | | | | |
|---------------------------|--|-------------------------|-----------------------|------------------------|------------------------|---------------------------|
| *** Work Location : 46.00 | | Description : | | | | |
| | | Inst Dsgn Volt Num : 25 | Inst Op Volt Num : 12 | Rmv Dsgn Volt Num : 25 | Rmv Op Volt Num : 12 | |
| | | Energized : Y | Inaccessible : Y | Rock/Swamp : N | Est Co ManHour : 95.31 | Est Cont ManHours : 10.14 |

| | | | | | | |
|---------|------|----------------------|-----|---|--|----------------|
| INSTALL | NONE | COLOCATION-REG-LIGHT | 1 | N | TRANSFER EXISTING REGULATED LIGHT AND BRACKET TO NEW COLOCATION POLE | |
| INSTALL | NONE | CONDXFERPN3 | 377 | N | TRANSFER THREE PHASE PRIMARY & NEUTRAL -- ESTIMATE FEET -- LABOR ONLY -- USE FOR CAPITAL WORK | |
| INSTALL | NONE | FLAGGINGCONTTA33 | 6 | N | TRAFFIC FLAGGING BY CONTRACTOR *** USE CONTRACTOR BID*** | CONTRACTOR BID |
| INSTALL | NONE | OHFLAGTRAFF | 4 | N | OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG | |
| INSTALL | NONE | PL453SG | 1 | Y | POLE WOOD CCA 45 FT CL 3 W' SECT GND | |
| INSTALL | NONE | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | |
| INSTALL | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | |
| INSTALL | NONE | SWITCHINGOH | 2 | N | SWITCHING LABOR TO ISOLATE LINE SECTION - OH- (PER HOUR) | |
| INSTALL | NONE | TA15 | 1 | Y | TRANSF ASSY 1 PH 1- 15 KVA 120/240V CPT W/CO & LA BKT & FUSE | |
| REMOVE | NONE | FLAGGINGCONTTA33 | 6 | N | TRAFFIC FLAGGING BY CONTRACTOR *** USE CONTRACTOR BID*** | |
| REMOVE | NONE | OHFLAGTRAFF | 4 | N | OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG | |
| REMOVE | NONE | PNT3F13 | 1 | N | PRI BRKT F'GLASS 2 PH (B-9445) 2"X60" (W/O PIN INSULS), PRI POLE TOP PIN - 13" F'GLAS TUBULAR POST, 2" DIA, PRI PIN TYPE INSUL, SR1, SEC-TANG WIRE TIE | |
| REMOVE | NONE | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | |
| REMOVE | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | |
| REMOVE | NONE | SVCONNOH | 1 | N | CONNECTORS & MHR FOR OH SVC ANY SIZE ****1 PER SERVICE***** | |

| | | | | | | |
|---------------------------|--|-------------------------|-----------------------|------------------------|-------------------------|---------------------------|
| *** Work Location : 46.01 | | Description : | | | | |
| | | Inst Dsgn Volt Num : 25 | Inst Op Volt Num : 12 | Rmv Dsgn Volt Num : 25 | Rmv Op Volt Num : 12 | |
| | | Energized : Y | Inaccessible : Y | Rock/Swamp : N | Est Co ManHour : 118.31 | Est Cont ManHours : 54.48 |

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|---------|------|----------------------|-------|---|---|----------------|
| INSTALL | NONE | COLOCATION-REG-LIGHT | 1 | N | TRANSFER EXISTING REGULATED LIGHT AND BRACKET TO NEW COLOCATION POLE | |
| INSTALL | NONE | CONDXFERPN3 | 624 | N | TRANSFER THREE PHASE PRIMARY & NEUTRAL -- ESTIMATE FEET -- LABOR ONLY -- USE FOR CAPITAL WORK | |
| INSTALL | NONE | DISTEASEMENT | 5,000 | Y | DISTRIBUTION EASEMENT- AMT PAID TO CUSTOMER - USE DOT SUPPORT OR CONTRACTOR BID - **INVENTORY DOLLARS PAID*** | DOT SUPPORT |
| INSTALL | NONE | EASEMENT | 1 | Y | AGENTS COST OF OBTAINING EASEMENT - (\$1600) - USE DOT SUPPORT OR CONTRACTOR BID | DOT SUPPORT |
| INSTALL | NONE | FLAGGINGCONTTA33 | 6 | N | TRAFFIC FLAGGING BY CONTRACTOR *** USE CONTRACTOR BID*** | CONTRACTOR BID |

| | | | | | | |
|---------|------|---------------|----|---|--|----------------|
| INSTALL | NONE | G11H1 | 1 | N | GUY ANCH HELIX 11M - 1 GUY/ANCH ON THE POLE -INVENTORY GG SEPARATELY | |
| INSTALL | NONE | GG | 1 | N | GUY MARKER, 8' FOR 3/8" & 7/16" GUYS | |
| INSTALL | NONE | HYDROVAC-POLE | 6 | N | HYDROVAC WORK FOR POLE SETTING ** USE CONTRACTOR BID ** | CONTRACTOR BID |
| INSTALL | NONE | OHFLAGTRAFF | 4 | N | OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG | |
| INSTALL | NONE | PL502SG | 1 | Y | POLE WOOD CCA 50 FT CL 2 W' SECT GND | |
| INSTALL | NONE | PM1 | 1 | N | PH MARKER 1 WHITE ON RED ENAMEL | |
| INSTALL | NONE | PM2 | 1 | N | PH MARKER 2 BLACK ON WHITE ENAMELED | |
| INSTALL | NONE | PM3 | 1 | N | PH MARKER 3 WHITE ON BLUE ENAMELED | |
| INSTALL | NONE | PN33974/ORECC | 10 | Y | 3PH PRI-NEUTRAL (3-397ACSR&1-4/0ACSR) RECONDUCTOR WORK | |
| INSTALL | NONE | PNTV3PF1.5" | 1 | N | PRI&NEU TAN VER 2 PH W/ PTP & 2-1 PH F'GLASS BKT (B-9439) 1.5" DIA | |
| INSTALL | NONE | POLESTAKE | 5 | N | POLE STAKING BY SURVEYOR - USE DOT SUPPORT | CONTRACTOR |
| INSTALL | NONE | PS397 | 3 | N | OVERHEAD PRI SPLICE FOR 397MCM ACSR | DOT SUPPORT |
| INSTALL | NONE | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | |
| INSTALL | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | |
| INSTALL | NONE | SS4/0 | 1 | N | OVERHEAD SEC CONDUCTOR SPLICE FOR #4/0 ACSR | |
| INSTALL | NONE | SVCONNOH | 1 | N | CONNECTORS & MHR FOR OH SVC ANY SIZE *****1 PER SERVICE***** | |
| INSTALL | NONE | SWITCHINGOH | 1 | N | SWITCHING LABOR TO ISOLATE LINE SECTION - OH- (PER HOUR) | |
| INSTALL | NONE | TA15 | 1 | Y | TRANSF ASSY 1 PH 1- 15 KVA 120/240V CPT W/CO & LA BKT & FUSE | |
| REMOVE | NONE | OHFLAGTRAFF | 4 | N | OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG | |
| REMOVE | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | |

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|---------------------------|--|-------------------------|-----------------------|------------------------|------------------------|--------------------------|--|
| *** Work Location : 50.00 | | Description : | | | | | |
| | | Inst Dsgn Volt Num : 25 | Inst Op Volt Num : 12 | Rmv Dsgn Volt Num : 25 | Rmv Op Volt Num : 12 | | |
| | | Energized : Y | Inaccessible : Y | Rock/Swamp : N | Est Co ManHour : 81.78 | Est Cont ManHours : 0.00 | |

| | | | | | | |
|---------|------|------------------|-----|---|---|--|
| INSTALL | NONE | CONDXFERPN3 | 146 | N | TRANSFER THREE PHASE PRIMARY & NEUTRAL -- ESTIMATE FEET -- LABOR ONLY -- USE FOR CAPITAL WORK | |
| INSTALL | NONE | FLAGGINGCONTTA33 | 6 | N | TRAFFIC FLAGGING BY CONTRACTOR *** USE CONTRACTOR BID*** | |
| INSTALL | NONE | OHFLAGTRAFF | 1 | N | OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG | |
| INSTALL | NONE | SETUP | 6 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | |
| INSTALL | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | |
| INSTALL | NONE | SWITCHINGOH | 3 | N | SWITCHING LABOR TO ISOLATE LINE SECTION - OH- (PER HOUR) | |
| REMOVE | NONE | DSASBLB1A | 1 | Y | DIS SW 1-300A SOLID BLADE LDBUST CO,ARR & 1 1 PH T HANGER | |
| REMOVE | NONE | FLAGGINGCONTTA33 | 6 | N | TRAFFIC FLAGGING BY CONTRACTOR *** USE CONTRACTOR BID*** | |

| | | | | | | |
|--------|------|--------------------------|---|---|--|--|
| REMOVE | NONE | FUSERETROJUMP | 1 | N | DUMMY FUSE - CHANGE EXISTING FUSE - USING MECH JUMPERS | |
| REMOVE | NONE | OHFLAGTRAFF | 1 | N | OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG | |
| REMOVE | NONE | PNT3F13 | 1 | N | PRI BRKT F'GLASS 2 PH (B-9445) 2"X60" (W/O PIN INSULS), PRI POLE TOP PIN - 13" F'GLAS TUBULAR POST, 2" DIA, PRI PIN TYPE INSUL, SR1, SEC-TANG WIRE TIE | |
| REMOVE | NONE | RECTRIPSAVERPROG1UNIT200 | 3 | Y | RECLOSER - TRIP SAVER - PROGRAMMABLE - 200 AMPS MAX 25KV RATED, WITH 1 PHASE CUTOUT, 1 UNIT | |
| REMOVE | NONE | SETUP | 6 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | |
| REMOVE | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | |

| *** Work Location : 50.01 | | Description : | Inst Dsgn Volt Num : 25 | Inst Op Volt Num : 12 | Rmv Dsgn Volt Num : 25 | Rmv Op Volt Num : 12 | Est Co ManHour : 129.09 | Est Cont ManHours : 70.08 |
|---------------------------|------|--------------------------|-------------------------|-----------------------|--|----------------------|-------------------------|---------------------------|
| | | Energized : Y | Inaccessible : Y | Rock/Swamp : N | | | | |
| INSTALL | NONE | CONDXFERPN3 | 145 | N | TRANSFER THREE PHASE PRIMARY & NEUTRAL -- ESTIMATE FEET -- LABOR ONLY -- USE FOR CAPITAL WORK | | | |
| INSTALL | NONE | DISTEASEMENT | 5,000 | Y | DISTRIBUTION EASEMENT- AMT PAID TO CUSTOMER - USE DOT SUPPORT OR CONTRACTOR BID - **INVENTORY DOLLARS PAID*** | | DOT SUPPORT | |
| INSTALL | NONE | DSASBLB1A | 1 | Y | DIS SW 1-300A SOLID BLADE LDBUST CO,ARR & 1 1 PH T HANGER | | | |
| INSTALL | NONE | EASEMENT | 1 | Y | AGENTS COST OF OBTAINING EASEMENT - (\$1600) - USE DOT SUPPORT OR CONTRACTOR BID | | DOT SUPPORT | |
| INSTALL | NONE | FLAGGINGCONTTA33 | 6 | N | TRAFFIC FLAGGING BY CONTRACTOR *** USE CONTRACTOR BID*** | | CONTRACTOR BID | |
| INSTALL | NONE | FUSERETROJUMP | 1 | N | DUMMY FUSE - CHANGE EXISTING FUSE - USING MECH JUMPERS | | | |
| INSTALL | NONE | G11H1 | 1 | N | GUY ANCH HELIX 11M - 1 GUY/ANCH ON THE POLE -INVENTORY GG SEPARATELY | | | |
| INSTALL | NONE | GG | 1 | N | GUY MARKER, 8' FOR 3/8" & 7/16" GUYS | | | |
| INSTALL | NONE | HYDROVAC-POLE | 6 | N | HYDROVAC WORK FOR POLE SETTING ** USE CONTRACTOR BID ** ESTIMATE # OF MAN-HOURS | | CONTRACTOR BID | |
| INSTALL | NONE | OHFLAGTRAFF | 4 | N | OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG | | | |
| INSTALL | NONE | PL502SG | 1 | Y | POLE WOOD CCA 50 FT CL 2 W' SECT GND | | | |
| INSTALL | NONE | PM1 | 1 | N | PH MARKER 1 WHITE ON RED ENAMEL | | | |
| INSTALL | NONE | PM2 | 1 | N | PH MARKER 2 BLACK ON WHITE ENAMELED | | | |
| INSTALL | NONE | PM3 | 1 | N | PH MARKER 3 WHITE ON BLUE ENAMELED | | | |
| INSTALL | NONE | PNT3F13 | 1 | N | PRI BRKT F'GLASS 2 PH (B-9445) 2"X60" (W/O PIN INSULS), PRI POLE TOP PIN - 13" F'GLAS TUBULAR POST, 2" DIA, PRI PIN TYPE INSUL, SR1, SEC-TANG WIRE TIE | | | |
| INSTALL | NONE | POLESTAKE | 5 | N | POLE STAKING BY SURVEYOR - USE DOT SUPPORT CONTRACTOR | | DOT SUPPORT | |
| INSTALL | NONE | RECTRIPSAVERPROG1UNIT200 | 3 | Y | RECLOSER - TRIP SAVER - PROGRAMMABLE - 200 AMPS MAX 25KV RATED, WITH 1 PHASE CUTOUT, 1 UNIT | | | |
| INSTALL | NONE | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | | | |
| INSTALL | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | | | |

| | | | | | | |
|---------|------|---------------|----|---|--|------------------|
| INSTALL | NONE | SVTP2SPLS | 1 | N | SVC WIRE SPLICE - #2 TRIPLEX **INVENTORY BY FT** - INV SPLICES SEPARATELY | |
| INSTALL | NONE | SWITCHINGOH | 31 | N | SWITCHING LABOR TO ISOLATE LINE SECTION - OH- (PER HOUR) | |
| INSTALL | NONE | TW | 12 | N | TREE WORK – USE "TREE CONTRACTORS" IF PERFORMED BY A TREE CREW | TREE CONTRACTORS |
| REMOVE | NONE | OHFLAGTRAFF | 4 | N | OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG | |
| REMOVE | NONE | SPREADPHASES3 | 1 | N | INSTALL TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH - - TANGENT | |

| *** Work Location : 56.00 | | Description : | Inst Dsgn Volt Num : 25 | Inst Op Volt Num : 25 | Rmv Dsgn Volt Num : 25 | Rmv Op Volt Num : 25 | Est Co ManHour : 12.69 | Est Cont ManHours : 10.14 |
|---------------------------|------|------------------|-------------------------|-----------------------|---|----------------------|------------------------|---------------------------|
| | | Energized : N | | Inaccessible : N | Rock/Swamp : N | | | |
| INSTALL | NONE | CONDXFERSEC1 | 100 | N | TRANSFER SECONDARY CONDUCTOR -- ESTIMATE FEET -- LABOR ONLY -- USE FOR CAPITAL WORK | | | |
| INSTALL | NONE | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | | | |
| INSTALL | NONE | SVTP2SPLS | 1 | N | SVC WIRE SPLICE - #2 TRIPLEX **INVENTORY BY FT** - INV SPLICES SEPARATELY | | | |
| INSTALL | NONE | SWITCHINGOH | 1 | N | SWITCHING LABOR TO ISOLATE LINE SECTION - OH- (PER HOUR) | | | |
| REMOVE | NONE | FLAGGINGCONTTA33 | 6 | N | TRAFFIC FLAGGING BY CONTRACTOR *** USE CONTRACTOR BID*** | | | CONTRACTOR BID |
| REMOVE | NONE | PL405SG | 1 | Y | POLE WOOD CCA 40 FT CL 5 W' SECT GND | | | |
| REMOVE | NONE | SCONNOH | 1 | N | CONNECTORS & MHR FOR SECONDARY CONNECTIONS -ANY SIZE | | | |
| REMOVE | NONE | SD1 | 2 | N | SEC DEADEND ONE WIRE | | | |
| REMOVE | NONE | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | | | |

| *** Work Location : 56.01 | | Description : | Inst Dsgn Volt Num : 25 | Inst Op Volt Num : 25 | Rmv Dsgn Volt Num : 25 | Rmv Op Volt Num : 25 | Est Co ManHour : 17.82 | Est Cont ManHours : 17.30 |
|---------------------------|------|------------------|-------------------------|-----------------------|---|----------------------|------------------------|---------------------------|
| | | Energized : N | | Inaccessible : N | Rock/Swamp : N | | | |
| INSTALL | NONE | CONDXFERSEC1 | 100 | N | TRANSFER SECONDARY CONDUCTOR -- ESTIMATE FEET -- LABOR ONLY -- USE FOR CAPITAL WORK | | | |
| INSTALL | NONE | DISTEASEMENT | 2,500 | Y | DISTRIBUTION EASEMENT- AMT PAID TO CUSTOMER - USE DOT SUPPORT OR CONTRACTOR BID - **INVENTORY DOLLARS PAID*** | | | DOT SUPPORT |
| INSTALL | NONE | EASEMENT | 1 | Y | AGENTS COST OF OBTAINING EASEMENT - (\$1600) - USE DOT SUPPORT OR CONTRACTOR BID | | | DOT SUPPORT |
| INSTALL | NONE | FLAGGINGCONTTA33 | 6 | N | TRAFFIC FLAGGING BY CONTRACTOR *** USE CONTRACTOR BID*** | | | CONTRACTOR BID |
| INSTALL | NONE | OHFLAGTRAFF | 2 | N | OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG | | | |
| INSTALL | NONE | PL405SG | 1 | Y | POLE WOOD CCA 40 FT CL 5 W' SECT GND | | | |
| INSTALL | NONE | POLESTAKE | 4 | N | POLE STAKING BY SURVEYOR - USE DOT SUPPORT CONTRACTOR | | | DOT SUPPORT |
| INSTALL | NONE | S2TPAC | 6 | Y | SEC WIRE TRIPLEX #2 ALUMINUM ALLOY | | | |
| INSTALL | NONE | SCONNOH | 1 | N | CONNECTORS & MHR FOR SECONDARY CONNECTIONS -ANY SIZE | | | |
| INSTALL | NONE | SD1 | 2 | N | SEC DEADEND ONE WIRE | | | |
| INSTALL | NONE | SETUP | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | | | |

INSTALL NONE SWITCHINGOH 2 N SWITCHING LABOR TO ISOLATE LINE SECTION - OH- (PER HOUR)

| *** Work Location : 70.01 | | Description : | Inst Dsgn Volt Num : 25 | Inst Op Volt Num : 25 | Rmv Dsgn Volt Num : 25 | Rmv Op Volt Num : 25 | Est Co ManHour : 16.77 | Est Cont ManHours : 111.16 |
|---------------------------|------|---------------|-------------------------|-----------------------|------------------------|--|------------------------|----------------------------|
| | | Energized : N | Inaccessible : N | Rock/Swamp : N | | | | |
| INSTALL | NONE | DISTEASEMENT | | 2,500 | Y | DISTRIBUTION EASEMENT- AMT PAID TO CUSTOMER - USE DOT SUPPORT OR CONTRACTOR BID - **INVENTORY DOLLARS PAID*** | | DOT SUPPORT |
| INSTALL | NONE | EASEMENT | | 1 | Y | AGENTS COST OF OBTAINING EASEMENT - (\$1600) - USE DOT SUPPORT OR CONTRACTOR BID | | DOT SUPPORT |
| INSTALL | NONE | PL502SG | | 1 | Y | POLE WOOD CCA 50 FT CL 2 W' SECT GND | | |
| INSTALL | NONE | PN33974/ORECC | | 210 | Y | 3PH PRI-NEUTRAL (3-397ACSR&1-4/OACSR) RECONDUCTOR WORK | | |
| INSTALL | NONE | PNT3F13 | | 1 | N | PRI BRKT F'GLASS 2 PH (B-9445) 2"X60" (W/O PIN INSULS), PRI POLE TOP PIN - 13" F'GLAS TUBULAR POST, 2" DIA, PRI PIN TYPE INSUL, SR1, SEC-TANG WIRE TIE | | |
| INSTALL | NONE | POLESTAKE | | 4 | N | POLE STAKING BY SURVEYOR - USE DOT SUPPORT CONTRACTOR | | DOT SUPPORT |
| INSTALL | NONE | SETUP | | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | | |
| INSTALL | NONE | TW | | 80 | N | TREE WORK – USE "TREE CONTRACTORS" IF PERFORMED BY A TREE CREW | | TREE CONTRACTORS |

| *** Work Location : 71.01 | | Description : | Inst Dsgn Volt Num : 25 | Inst Op Volt Num : 25 | Rmv Dsgn Volt Num : 25 | Rmv Op Volt Num : 25 | Est Co ManHour : 16.77 | Est Cont ManHours : 98.16 |
|---------------------------|------|---------------|-------------------------|-----------------------|------------------------|--|------------------------|---------------------------|
| | | Energized : N | Inaccessible : N | Rock/Swamp : N | | | | |
| INSTALL | NONE | DISTEASEMENT | | 2,500 | Y | DISTRIBUTION EASEMENT- AMT PAID TO CUSTOMER - USE DOT SUPPORT OR CONTRACTOR BID - **INVENTORY DOLLARS PAID*** | | DOT SUPPORT |
| INSTALL | NONE | EASEMENT | | 1 | Y | AGENTS COST OF OBTAINING EASEMENT - (\$1600) - USE DOT SUPPORT OR CONTRACTOR BID | | DOT SUPPORT |
| INSTALL | NONE | PL502SG | | 1 | Y | POLE WOOD CCA 50 FT CL 2 W' SECT GND | | |
| INSTALL | NONE | PN33974/ORECC | | 210 | Y | 3PH PRI-NEUTRAL (3-397ACSR&1-4/OACSR) RECONDUCTOR WORK | | |
| INSTALL | NONE | PNT3F13 | | 1 | N | PRI BRKT F'GLASS 2 PH (B-9445) 2"X60" (W/O PIN INSULS), PRI POLE TOP PIN - 13" F'GLAS TUBULAR POST, 2" DIA, PRI PIN TYPE INSUL, SR1, SEC-TANG WIRE TIE | | |
| INSTALL | NONE | POLESTAKE | | 4 | N | POLE STAKING BY SURVEYOR - USE DOT SUPPORT CONTRACTOR | | DOT SUPPORT |
| INSTALL | NONE | SETUP | | 4 | N | SET UP TIME PER POLE - FOR LARGE JOBS ONLY | | |
| INSTALL | NONE | TW | | 70 | N | TREE WORK – USE "TREE CONTRACTORS" IF PERFORMED BY A TREE CREW | | TREE CONTRACTORS |

| EXHIBIT "A" | | | |
|---------------------------|--------------|-----------------------|--|
| Hall County | | | |
| White Sulphur Road | | | |
| PI# L-11866 | | | |
| May 20, 2024 | | | |
| Work Loc # | Reimb | Non- Reimb | Comments |
| Sheet 24-0001 | | | |
| 2 | X | | To/From Location from Location #3 |
| 3 | X | | Easement from R. J. Ramsey and W.O. Ramsey (PSN#151391), dated 9/9/37. Also see attached GPC Drawing dated 8/17/37 |
| 4 | X | | Off Road Right of Way |
| 5 | X | | Off Road Right of Way |
| 12 | X | | To/From Location from Location #3 |
| 13 | X | | To/From Location from Location #3 |
| Sheet 24-0002 | | | |
| 14 | X | | Easement from R. J. Ramsey and W.O. Ramsey (PSN#151391), dated 9/9/37. Also see attached GPC Drawing dated 8/17/37 |
| 15 | X | | Off Road Right Way |
| 16 | X | | Off Road Right Way |
| Sheet 24-0004 | | | |
| 43 | X | | To/From Location from Location #56 |
| 45 | X | | To/From Location from Location #46 |
| 46 | X | | Easment from S. I. Baugh (PSN# 151404), dated 9/8/37. Also see attached GPC Drawing dated 8/17/37. |
| 47 | X | | To/From Location from Location #46 |
| 50 | X | | Easment from S. I. Baugh (PSN# 151404), dated 9/8/37. Also see attached GPC Drawing dated 8/17/37. |
| 51 | X | | To/From Location from Location #50 |
| 52 | X | | To/From Location from Location #50 |
| 56 | X | | Easment from S. I. Baugh (PSN# 151404), dated 9/8/37. Also see attached GPC Drawing dated 8/17/37. |



MATCH SHEET NO. 2.

RABBIT TOWN - WHITE SULPHUR - RURAL LINE
 L.O.E. NO. - A.D. 1349
 W.O. NO. _____

J.R.P. 8-17-37

Abraham Lincoln

32

Name of Line *LF 6.635*

Account No.

69-847
STATE OF GEORGIA

EASEMENT

Atlanta Division
Dobbstown-White Sulphur Rural Line
2025-213 - LSE 12-1319

5465-57

HALL COUNTY.

Received of *Georgia Power* Company, hereinafter called the Company, the sum of *ONE & 00/100* Dollars (\$ *1.00*), in consideration of which

the undersigned, *R. J. Ramsey & W. O. Ramsey*, whose Post Office Address is

Ainesville, GA - Rt. 6 do hereby grant and convey to the said Company, its successors and

assigns, the right-of-way upon, along and across all that tract of land owned by the undersigned in Land Lot Number _____ of the *GAINESVILLE & BLADE* District, _____ Section

of *HALL* County, State of Georgia, said lands being bounded on the North

by lands of *M. G. Reynolds*, on the South by lands of

Oconee River, on the East by lands of *Babe Hulsey*

and on the West by lands of *Norris & Harrington*;

together with the right, privilege and easement to go in and upon the said tract of land and to construct, operate and maintain perpetually upon said right-of-way its lines for transmitting electric current, with poles, wires and other necessary apparatus and appliances, including the right to stretch telephone and/or telegraph wires on said poles, with all necessary appliances, with the right to permit the attachment of the wires of any other company, or person, to said poles and appliances; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said lines. Any timber cut on said right-of-way by or for said Company shall remain the property of the owner of said timber.

Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said *R. J. Ramsey & W. O. Ramsey* have hereunto set *THEIR* hands and seal, this *9th* day of *Sept*, 1937.

Signed, sealed and delivered in the presence of:

Robert Fitcher
A. M. [unclear]

R. J. Ramsey (SEAL)
W. O. Ramsey (SEAL)
W. O. Ramsey (SEAL)
222411

SEQ. NO. 60-866

Gainesville Council
Name of Line LE 6-635

Account No. _____

EASEMENT

Athens Division
Tabbitown-White Sulphur Rural Line
2503-249 - LOT 47-1349
5465-63

STATE OF GEORGIA,
HALL COUNTY.

Received of Georgia Power Company, hereinafter called the Company, the sum of
ONE & 00/100 Dollars (\$ 1.00), in consideration of which

the undersigned, S. I. BAUGH (Name), whose Post Office Address is

GAINESVILLE, GA- RT-6, do.es. hereby grant and convey to the said Company, its successors and
assigns, the right-of-way upon, along and across all that tract of land owned by the undersigned in Land Lot
Number _____ of the GAINESVILLE District, _____ Section

of HALL County, State of Georgia, said lands being bounded on the North

by land of MRS. GRACE WILSON, on the South by lands of

AIR LINE SCHOOL, on the East by lands of ARTHUR BELL & BASE

HULSEY, and on the West by lands of L. P. PITTMAN;

together with the right, privilege and easement to go in and upon the said tract of land and to construct, operate
and maintain perpetually upon said right-of-way its lines for transmitting electric current, with poles, wires and
other necessary apparatus and appliances, including the right to stretch telephone and/or telegraph wires on said
poles, with all necessary appliances, with the right to permit the attachment of the wires of any other company, or
person, to said poles and appliances; together with the right at all times to enter upon said premises for the purpose
of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together
with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereafter in
any way interfere or be likely to interfere with the proper operation of said lines. Any timber cut on said right-of-
way by or for said Company shall remain the property of the owner of said timber.

ALSO THE RIGHT TO ERECT SAID LINE ACROSS MY OTHER
PROPERTY, SAME BEING IN THE GAINESVILLE DISTRICT, HALL
COUNTY, GEORGIA & BEING MY HOME PLACE-

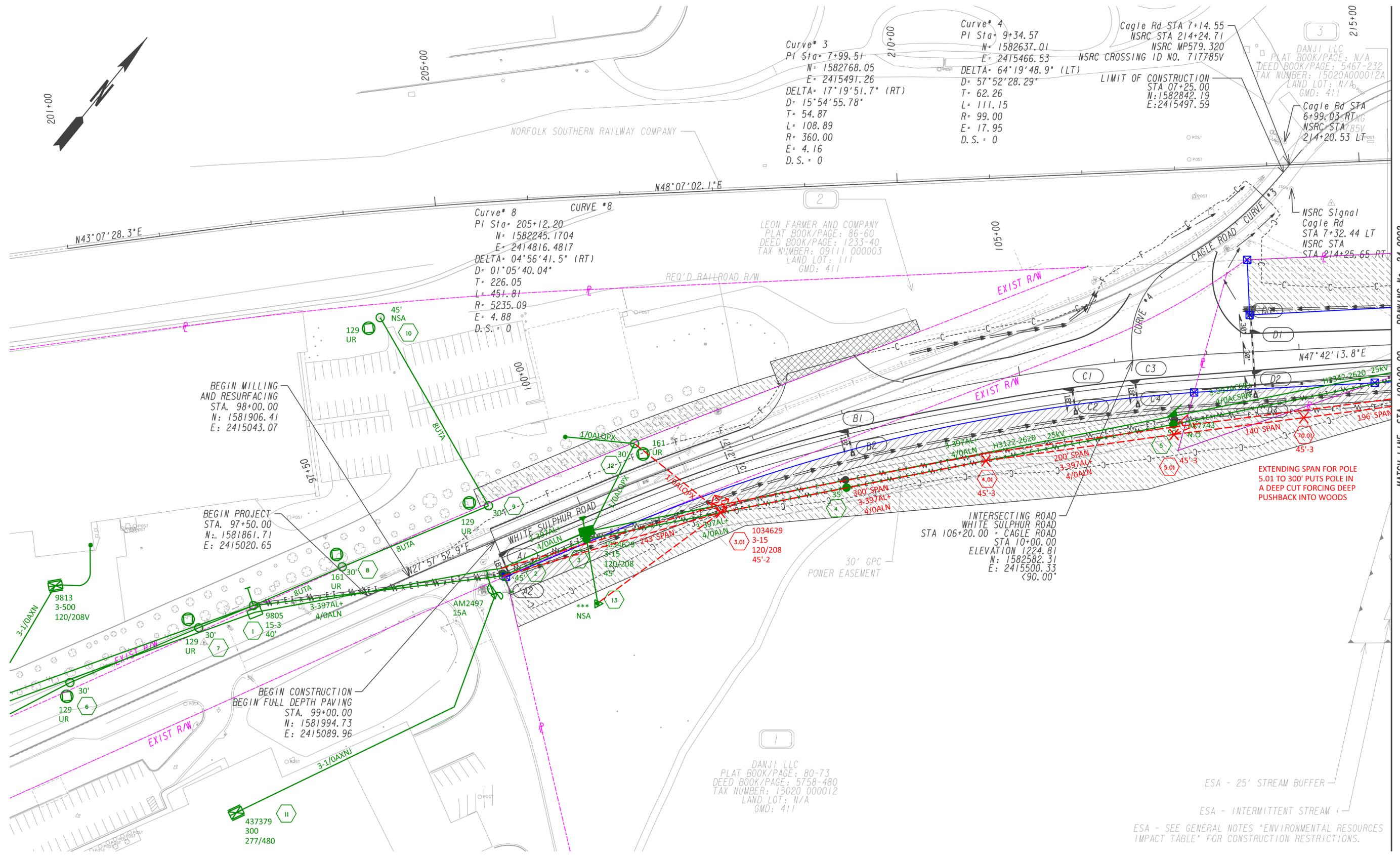
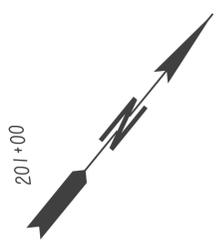
Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein
expressed.

IN WITNESS WHEREOF, the said S. I. BAUGH has
hereunto set his hand and seal, this 8th day of SEPT-, 1937

S. I. Baugh (SEAL)
MARK

Signed, sealed and delivered in the presence of:
Mrs. A. E. Wadsworth
C. M. Fowles

DEED BOOK 77
PAGE 219



Curve* 3
 PI Sta= 7+99.51
 N= 1582768.05
 E= 2415491.26
 DELTA= 17°19'51.7" (RT)
 D= 15°54'55.78"
 T= 54.87
 L= 108.89
 R= 360.00
 E= 4.16
 D.S.= 0

Curve* 4
 PI Sta= 9+34.57
 N= 1582637.01
 E= 2415466.53
 DELTA= 64°19'48.9" (LT)
 D= 57°52'28.29"
 T= 62.26
 L= 111.15
 R= 99.00
 E= 17.95
 D.S.= 0

Cagle Rd STA 7+14.55
 NSRC STA 214+24.71
 NSRC MP579.320
 NSRC CROSSING ID NO. 717785V
 LIMIT OF CONSTRUCTION
 STA 07+25.00
 N: 1582842.19
 E: 2415497.59

Curve* 8
 PI Sta= 205+12.20
 N= 1582245.1704
 E= 2414816.4817
 DELTA= 04°56'41.5" (RT)
 D= 01°05'40.04"
 T= 226.05
 L= 451.81
 R= 5235.09
 E= 4.88
 D.S.= 0

BEGIN MILLING
 AND RESURFACING
 STA. 98+00.00
 N: 1581906.41
 E: 2415043.07

BEGIN PROJECT
 STA. 97+50.00
 N: 1581861.71
 E: 2415020.65

BEGIN CONSTRUCTION
 BEGIN FULL DEPTH PAVING
 STA. 99+00.00
 N: 1581994.73
 E: 2415089.96

INTERSECTING ROAD
 WHITE SULPHUR ROAD
 STA 106+20.00 = CAGLE ROAD
 STA 10+00.00
 ELEVATION 1224.81
 N: 1582582.31
 E: 2415500.33
 <90.00°

EXTENDING SPAN FOR POLE
 5.01 TO 300' PUTS POLE IN
 A DEEP CUT FORCING DEEP
 PUSHBACK INTO WOODS

DRAWING NO. 24-0002
 MATCH LINE STA. 109+00.00

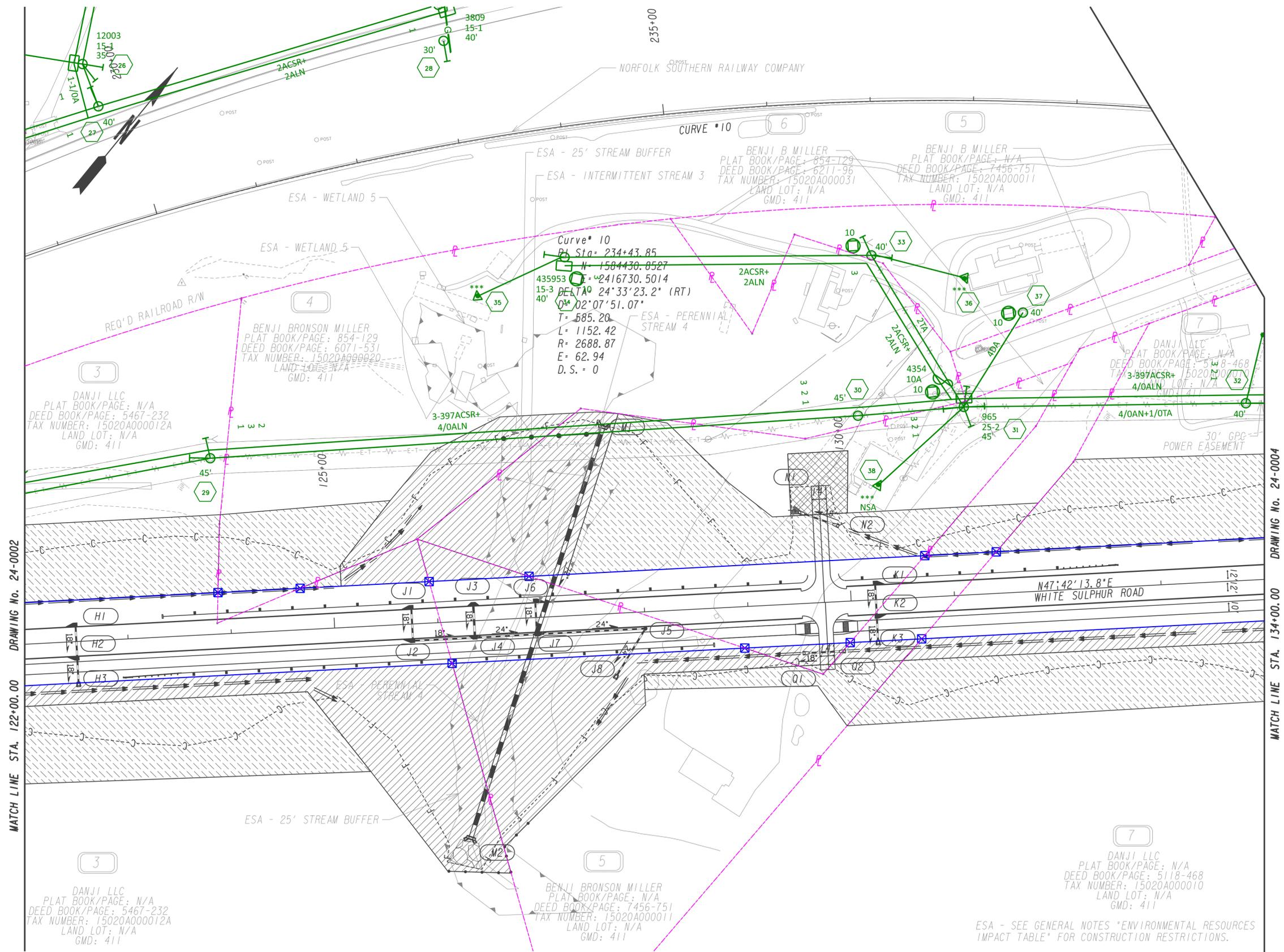


| ELECTRONIC FILE DATE | CONSTRUCTION REVISION DATE |
|------------------------|----------------------------|
| PLANS DATE: 03/14/2024 | REVISION DATE: |
| PLANS DATE: | REVISION DATE: |
| PLANS DATE: | REVISION DATE: |
| PLANS DATE: | REVISION DATE: |

ENGINEERED BY: PAUL SHADBURN
 PROJECT TITLE: WHITE SULPHUR ROAD
 PROJECT #: 1162100
 WORK ORDER #:
 REGION: ATHENS AREA
 COUNTY: HALL
 MAP REFERENCE: 0573-1492

DATE: MARCH 2024
 PI: L11866
 HQ: GAINESVILLE
 DWG #: 24-0001





MATCH LINE STA. 122+00.00 DRAWING No. 24-0002

MATCH LINE STA. 134+00.00 DRAWING No. 24-0004

3
 DANJI LLC
 PLAT BOOK/PAGE: N/A
 DEED BOOK/PAGE: 5467-232
 TAX NUMBER: 15020A000012A
 LAND LOT: N/A
 GMD: 411

5
 BENJI BRONSON MILLER
 PLAT BOOK/PAGE: N/A
 DEED BOOK/PAGE: 7456-751
 TAX NUMBER: 15020A000011
 LAND LOT: N/A
 GMD: 411

7
 DANJI LLC
 PLAT BOOK/PAGE: N/A
 DEED BOOK/PAGE: 5118-468
 TAX NUMBER: 15020A000010
 LAND LOT: N/A
 GMD: 411

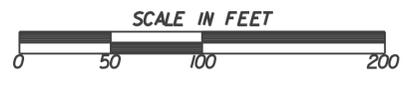
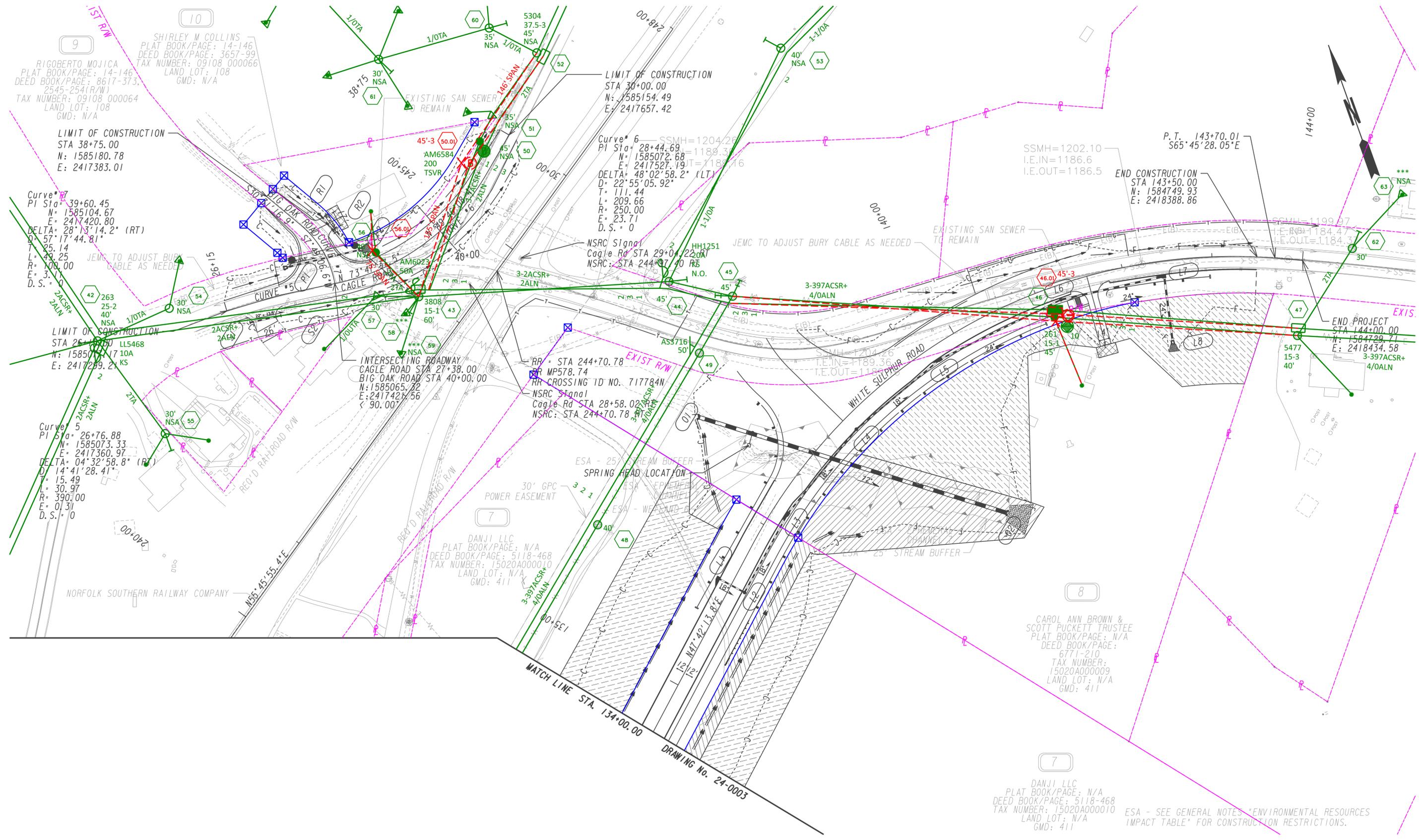
ESA - SEE GENERAL NOTES "ENVIRONMENTAL RESOURCES IMPACT TABLE" FOR CONSTRUCTION RESTRICTIONS.



| ELECTRONIC FILE DATE | CONSTRUCTION REVISION DATE |
|------------------------|----------------------------|
| PLANS DATE: 03/14/2024 | REVISION DATE: |
| PLANS DATE: | REVISION DATE: |
| PLANS DATE: | REVISION DATE: |
| PLANS DATE: | REVISION DATE: |

| | |
|-----------------------------------|------------------|
| ENGINEERED BY: PAUL SHADBURN | DATE: MARCH 2024 |
| PROJECT TITLE: WHITE SULPHUR ROAD | |
| PROJECT #: 1162100 | |
| WORK ORDER #: | PI: L11866 |
| REGION: ATHENS AREA | HQ: GAINESVILLE |
| COUNTY: HALL | |
| MAP REFERENCE: 0573-1492 | DWG #: 24-0003 |





| ELECTRONIC FILE DATE | CONSTRUCTION REVISION DATE |
|------------------------|----------------------------|
| PLANS DATE: 03/14/2024 | REVISION DATE: |
| PLANS DATE: | REVISION DATE: |

ENGINEERED BY: PAUL SHADBURN
 PROJECT TITLE: WHITE SULPHUR ROAD
 PROJECT #: 1162100
 WORK ORDER #:
 REGION: ATHENS AREA
 COUNTY: HALL
 MAP REFERENCE: 0573-1492

DATE: MARCH 2024
 PI: L11866
 HQ: GAINESVILLE
 DWG #: 24-0004





AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (08/19/24)

REPORT TO: Voting Meeting (08/22/24)

ITEM NO: 448/2024

SUBJECT: Approval and authorization for the Chairman or Vice Chairman to execute an Early Acquisition Request to the Georgia Department of Transportation (GDOT) regarding twenty (20) parcels on the Spout Springs Road Phase II Project (Batch 2); authorization for the Chairman or Vice Chairman to execute any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 08/19/24

Voting Meeting Date: 08/22/24

Executive Summary:

Presenter: BN
Recommendation: Approve.

Purpose of Request:

Approval and authorization for the Chairman or Vice Chairman to execute an Early Acquisition Request to the Georgia Department of Transportation (GDOT) regarding twenty (20) parcels on the Spout Springs Road Phase II Project (Batch 2); authorization for the Chairman or Vice Chairman to execute any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

History:

The County will fund the design and right-of-way acquisition and GDOT will fund and oversee the construction of the project. In order to be eligible for federal funds on the project, the design and right-of-way acquisition will need to follow federal and GDOT requirements and procedures. In order to expedite, the County has been following the Early Acquisition process. Two of the four parcels included in Early Acquisition Batch 1 have closed and Early Acquisition Batch 2 will include a total of 20 parcels.

Facts and Issues:

These Individual parcels will be submitted to the Board of Commissioners for approval as the acquisition process progresses. SPLOST VIII funds will be the funding source for the acquisitions.

Options:

Funding Requested \$ 2,160,000.00
Are funds within current budget? Yes
Source of Funds SPLOST VIII

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

Has it been reviewed by the County Attorney? No

Is there a deadline for this item?

Approvals:

| | | | |
|-----------------|-----------------------|---------------|----------------|
| Submit | Approve | Budget | Finance |
| JG | JG | EW | TS |
| Attorney | Administration | Clerk | |
| WLI | CR | JR | |

Attachments:

- Financial Supplement
- GDOT Early Acquisition Worksheet
- GDOT Preliminary Cost Estimate
- Early Acquisition Environmental Evaluation



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

AGENDA ITEM 448/2024

Funds Requested: \$ 2,160,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VIII

No

Funding Source Items:

| Fiscal Year | Fund | Division | Account | Amount |
|--------------------|-----------------|------------------|----------------|----------------|
| 2025 | 324-SPLOST VIII | 4971-ENGINEERING | 541100-LAND | \$2,160,000.00 |

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions:

Phone:



PI #: PI 0015280

County: Hall

Is the acquisition for the entire corridor or for specific parcel(s)? Specific parcel(s)

If for a specific parcel(s), provide parcel(s) number(s): 1, 25, 53, 62, 74, 75, 77, 78, 79, 81, 82, 84, 85, 88 93, 94, 97, 104, 106, 108

➤ Please attach a map showing the location of the parcel(s).

STIP/TIP NO:GH-023 PI 0015280

Local Government Hall County GA incorporated within a federally funded project, may acquire property prior to the completion of the environmental review process (i.e., approval of the NEPA document) for the subject project. This work sheet will determine if the property is eligible for acquisition with

1. Entirely local or state funds with no current or future federal participation [23 CFR 710.501(b) and 710.507];
2. State funds [or local contribution] initially but intend to seek future federal credit [23 CFR 710.501(c)];
3. State funds initially but intend to seek future reimbursement [23 CFR 710.501(d)]; or
4. Federal funds [23 CFR 710.501(e)].

Early Acquisition Funding: Local

Source of Early Acquisition Funding: Project funds

➤ If project funds, are funds available in the appropriate fiscal year? Yes No N/A

Preliminary estimated cost of early acquisition: \$2,160,000.00

Candidate parcel(s) selected for advancement for Early Acquisition Right-of-Way must undergo the following evaluation in order to demonstrate compliance with 23 CFR 710.501 & 23 USC 108 and 23 CFR 710.507 and determine eligibility for scenario 1, 2, 3 or 4, as noted above. Please note that the subject parcel may NOT be a protective buy or hardship acquisition as defined in 23 CFR 710.503(a).

Adequate resource identification must be conducted beforehand to determine if the property poses environmental concerns. Has environmental resource identification been completed? Yes No

| | |
|---|-----------|
| START: Receive Environmental Study Layout/Start Environmental Studies (P6 activity 11412) from PI0009679 | 9/5/2011 |
| FINISH: Completion date: Environmental Resource Identification Complete (P6 activity 11499) from PI0009679 | 7/10/2012 |

EARLY ACQUISITION CANNOT PROCEED IF ENVIRONMENTAL RESOURCE IDENTIFICATION IS NOT COMPLETE.

Per 23 CFR 710.501, the parcel CANNOT be a property protected by Section 4(f), i.e.,

- Be part of a historic property or district (as defined by Section 106 of the National Historic Preservation Act);
- Contain an archaeological site worthy of preservation in place; or
- Be a public park, recreation area, wildlife for waterfowl refuge.

Furthermore, the Department will carefully consider acquiring the parcel if, following future consultations, it may influence the final alignment decision.

| | Yes | No |
|--|-------------------------------------|-------------------------------------|
| • Does it contain threatened or endangered species and thus potentially be subject to Section 7 consultation in accordance with Section 7 of the Endangered Species Act? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| • Does it contain extensive hazardous material and mitigation costs are not known? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| • Does it contain a cemetery or burials? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

TABLE 1 – REQUIREMENTS

| Early Acquisition Requirements Checklist (23 CFR 710.501 & 710.507) NOTE: All boxes must be checked in the appropriate column to qualify | Local/State Funds No Future Fed Participation | State Funds/Local Contribution Future Fed Credit | State Funds Future Fed Reimburse | Federal Funds |
|--|--|---|---|--------------------------|
| Can be lawfully obtained by the state or local agency | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Not a 4(f) property | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Acquisition & relocation comply with Uniform Act | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| State agency comply with Title VI | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Early acquisition does not influence NEPA decision to construct | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Early acquisition does not influence consideration of alternatives | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Early acquisition does not influence selection of design or location | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| State has a mandatory, comprehensive & coordinated land use, environmental & transportation planning process under state law | | | <input type="checkbox"/> | |
| Governor has determined in advance that the acquisition is consistent with state plans & is consistent with state transportation planning process under 23 USC 135 | | | <input type="checkbox"/> | <input type="checkbox"/> |
| Acquisition will not cause significant adverse environmental impacts either from the early acquisition or cumulative effect of multiple early acquisitions | | | | <input type="checkbox"/> |
| Will be acquired through negotiation without threat or use of condemnation | | | | <input type="checkbox"/> |
| Will not reduce or eliminate benefits under Title VI or Uniform Act | | | | <input type="checkbox"/> |
| Early acquisition project in the appropriate STIP (& TIP, if appropriate) | | | | <input type="checkbox"/> |
| NEPA complete for early acquisition | | | | <input type="checkbox"/> |

TABLE 2 - ACKNOWLEDGEMENT OF FUTURE REQUIREMENTS FOR THE EARLY ACQUISITION

| Acknowledgement of future requirement following early acquisition (23 CFR 710.501 & 710.507) | Local/State Funds No Future Fed Participation | State Funds/Local Contribution Future Fed Credit | State Funds Future Fed Reimburse | Federal Funds |
|---|--|---|---|--------------------------|
| Property is incorporated into the project to which credit will be applied | | <input type="checkbox"/> | | |
| Amount of credit – current fair market value OR historic acquisition cost; apply consistently | | <input type="checkbox"/> | | |
| State selects the alternative for which property was acquired for | | | <input type="checkbox"/> | |
| Prior to approval for federal participation, NEPA et. al. complied with | | | <input type="checkbox"/> | |
| Reimbursement of acquisition costs is based on usual costs to acquire | | | <input type="checkbox"/> | |
| Real property interests cannot be developed in anticipation of the transportation project until NEPA is complete for entire project | | | | <input type="checkbox"/> |
| Must be incorporated into property within 20 years of reimbursement | | | <input type="checkbox"/> | |
| If option to purchase at a later date given, not eligible for relocation assistance | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Completion of Table 1 demonstrates that the subject parcel(s) has met the requirements shown in 23 CFR 710.501 and 710.507 and thus is eligible for acquisition with local/state funds; no current or future federal participation.

By signing this form (next page), the Local official, Approver and Concurring parties acknowledge the future requirements noted in Table 2 associated with this early acquisition.

Preparer (Local): _____

Preparer's Name: Lynn Wigington

_____ Date

Preparer's Position/Title: Program Manager – Right of Way and Land Acquisition

Preparer's Firm/Agency: CROY Engineering

Reviewer: _____

Reviewer's Name: Jorge Gomez

_____ Date

Reviewer's Title : Assistant Director of Public Works– Hall County Public Works

Local Official Approval: _____

Local Official Approval Reviewer's Name: Frank Miller

_____ Date

Local Official Approver's Title (program manager or higher): County Engineer

Local Government – Hall County Public Works and Utilities

Concurrence: _____

Concurring Party's Name: Bill Nash

_____ Date

Concurring Party's Title : Director of Community Development and Infrastructure

Local Government – Hall County Public Works and Utilities

_____ Concurring Party's Name: Russ Danser, AICP

_____ Date

Concurring Party's Title (Environmental): Senior Environmental Project Manager

Local Government – Edwards-Pitman Environmental Services Consultant for Spout Springs Phase II Project

Approver: _____

Approver's Name: Zachary Propes

_____ Date

Approver's Title : County Administrator

Local Government – Hall County Georgia

*For parcels being acquired with **federal funds**, a Categorical Exclusion (CE) will be prepared and submitted to FHWA for their approval for the acquisition of the parcel(s) only. Any impacts expected to result from the proposed project will be evaluated in the NEPA document for the project as a whole.*

Attachment: Parcel(s) location map

Georgia Department of Transportation

Local Acquisition - Detailed ROW Cost Estimate Worksheet

Project/County/PI

Spout Springs Road Phase 2

Hall

15280

| | | A | B | C | D |
|----|------------------------------|--------------|---|---|-----------------------|
| | Land and Improvements | | | | |
| 1 | Fee Simple Estimate | \$440,700.00 | | | |
| 2 | Perm Esmt Estimate | \$301,987.50 | | | |
| 3 | Temp Esmt Estimate | \$8,050.00 | | | |
| 4 | Potential Excess Estimate | \$0.00 | | | |
| 5 | Damages | \$150,000.00 | | | |
| 6 | Improvements | \$38,500.00 | | | |
| 7 | Trade Fixtures | \$5,000.00 | | | |
| 8 | Cost to Cures | \$50,000.00 | | | |
| 9 | Minimum Award Adjustment | \$0.00 | | | |
| 10 | | | | | |
| 11 | | | | | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | | | | | |
| 16 | | | | | |
| 17 | | | | | |
| 18 | | | SUB TOTAL PROPERTY TYPES | | \$994,237.50 |
| 19 | | | Counter Offers and Condemnation Increases (50%) | | \$497,118.75 |
| | | | Let Date (MM/YYYY) | | November-27 |
| 20 | | | Projected Market Appreciation (10%) | | \$320,062.76 |
| 21 | | | GRAND TOTAL LANDS AND IMPROVEMENTS | | \$1,811,419.01 |

Georgia Department of Transportation
Local Acquisition - Detailed ROW Cost Estimate Worksheet

Project/County/PI

Spout Springs Road Phase 2

Hall

15280

| | A | B | C | D |
|-------------------------------------|--|--------------------------|-------------------------|------------------------------|
| Valuation Services | Agriculture | Residential/Strip | Commercial/Strip | Residential B & A |
| 1 Appraisals (# of Parcels) | 0 | 7 | 1 | 6 |
| 2 Estimated Fees (per Parcel) | \$0.00 | \$1,800.00 | \$1,800.00 | \$3,800.00 |
| 3 TOTAL APPRAISALS | \$0.00 | \$12,600.00 | \$1,800.00 | \$22,800.00 |
| 4 Sign Estimates | 0 | 0 | 0 | 0 |
| 5 Estimated Fees | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 6 TOTAL SIGN ESTIMATES | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 7 Specialty Reports | 0 | 1 | 0 | 0 |
| 8 Estimated Fees | \$0.00 | \$5,500.00 | \$0.00 | |
| 9 TOTAL SPECIALTY REPORTS | \$0.00 | \$5,500.00 | \$0.00 | \$0.00 |
| 10 Septic/Well Reports | 0 | 0 | 0 | 0 |
| 11 Estimated Fees | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 12 TOTAL SEPTIC/WELL REPORTS | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |
| 16 TOTAL VALUATION FEES | \$0.00 | \$18,100.00 | \$1,800.00 | \$22,800.00 |
| 17 | SUB TOTAL VALUATION SERVICES | | | \$42,700.00 |
| 18 | Updates and Incidentals (Min \$2,500 or 25%) | | | \$10,675.00 |
| 19 | GRAND TOTAL VALUATION SERVICES | | | \$53,375.00 |

Georgia Department of Transportation Local Acquisition - Detailed ROW Cost Estimate Worksheet

Project/County/PI

Spout Springs Road Phase 2

Hall

15280

| | | A | B | C | D |
|----|-----------------------------------|----------------|-----------------------|---|---------------------|
| | Legal Services | Parcels | Estimated Fees | | TOTALS |
| 1 | Meeting with Attorney | 20 | \$125.00 | | \$2,500.00 |
| 2 | Preliminary Titles | 20 | \$200.00 | | \$4,000.00 |
| 3 | Closing and Final Title | 20 | \$300.00 | | \$6,000.00 |
| 4 | Recording Fees | 20 | \$50.00 | | \$1,000.00 |
| 5 | Condemnation Filing | 3 | \$5,000.00 | | \$15,000.00 |
| 6 | Litigation Costs | 3 | \$25,000.00 | | \$75,000.00 |
| 7 | Updates and Incidentals | 3 | \$7,500.00 | | \$22,500.00 |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | | | | | |
| 16 | | | | | |
| 17 | GRAND TOTAL LEGAL SERVICES | | | | \$126,000.00 |

Georgia Department of Transportation Local Acquisition - Detailed ROW Cost Estimate Worksheet

Project/County/PI

Spout Springs Road Phase 2

Hall

15280

| | | A | B | C | D |
|----|--------------------------|---------------|-----------------|-------------------------------|---------------|
| | Relocation | Displacements | Estimated Costs | | TOTALS |
| 1 | Business Displacement | 0 | \$25,000.00 | | \$0.00 |
| 2 | Residential Tenant | 0 | \$25,000.00 | | \$0.00 |
| 3 | Residential Owner | 0 | \$45,000.00 | | \$0.00 |
| 4 | Pro-Rata Taxes | 0 | \$1,000.00 | | \$0.00 |
| 5 | Property Pin Replacement | 0 | \$1,250.00 | | \$0.00 |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | | | | | |
| 16 | | | | | |
| 17 | | | | GRAND TOTAL RELOCATION | \$0.00 |

Georgia Department of Transportation
Local Acquisition - Detailed ROW Cost Estimate Worksheet

Project/County/PI

Spout Springs Road Phase 2

Hall

15280

| | A | B | C | D |
|----|-------------------------------|---------------------------|------------------------|---------------|
| | Demolition | Items/Improvements | Estimated Costs | TOTALS |
| 1 | Residential Structures | 0 | \$17,500.00 | \$0.00 |
| 2 | Detached Garages/Outbuildings | 0 | \$8,000.00 | \$0.00 |
| 3 | Commercial Structures | 0 | \$25,000.00 | \$0.00 |
| 4 | Hotels/Apartments | 0 | \$65,000.00 | \$0.00 |
| 5 | UST's - Dispensers | 0 | \$50,000.00 | \$0.00 |
| 6 | Billboards | 0 | \$8,000.00 | \$0.00 |
| 7 | Signs - Light Standards | 0 | \$2,500.00 | \$0.00 |
| 8 | Water Vaults | 0 | \$15,000.00 | \$0.00 |
| 9 | Gas/Water Service Separation | 0 | \$2,500.00 | \$0.00 |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |
| 16 | | | | |
| 17 | GRAND TOTAL DEMOLITION | | | \$0.00 |

Georgia Department of Transportation
Local Acquisition - Detailed ROW Cost Estimate Worksheet

Project/County/PI

Spout Springs Road Phase 2

Hall

15280

| | A | B | C | D |
|----|------------------------------------|----------------------|-----|---------------------|
| | Parcels | Man hours per Parcel | | TOTALS |
| 1 | Pre-Acquisition | 20 | 30 | \$30,000.00 |
| 2 | Acquisition | 20 | 110 | \$110,000.00 |
| 3 | Relocation | 0 | 30 | \$0.00 |
| 4 | Administrative Appeals | 5 | 30 | \$7,500.00 |
| 5 | Post-Acquisition | 3 | 110 | \$16,500.00 |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |
| 16 | | | | |
| 17 | GRAND TOTAL SPONSOR INHOUSE | | | \$164,000.00 |

Georgia Department of Transportation
Local Acquisition - Detailed ROW Cost Estimate Worksheet

Project/County/PI

Spout Springs Road Phase 2

Hall

15280

| | A | B | C | D |
|----|---|----------------------|----|--------------------|
| | Parcels | Man hours per Parcel | | TOTALS |
| 1 | Pre-Acquisition | 20 | 20 | \$20,000.00 |
| 2 | Acquisition | 20 | 10 | \$10,000.00 |
| 3 | Relocation | 0 | 20 | \$0.00 |
| 4 | Administrative Appeals | 5 | 20 | \$5,000.00 |
| 5 | Post-Acquisition | 3 | 10 | \$1,500.00 |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |
| 16 | | | | |
| 17 | GRAND TOTAL AGENCY OVERSIGHT INHOUSE | | | \$36,500.00 |

Project: Spout Springs Road Phase 2

County: Hall

PI: 15280

| LOCAL ACQUISITION | | | | Required ROW | | Permanent Easement | | | Temporary Easement | | | Potential "R" Parcels | | Damages | Structures, fencing, outbuildings, etc | Trade Fixtures | Cost to Cure | Parcel Totals | Min Award Adjustment | Comments |
|-------------------|------------|--------|--------------------------|-----------------|---------------------|--------------------|------------|--------------|--------------------|------------|--------------|-----------------------|------------------|-------------|--|----------------|--------------|---------------|----------------------|----------|
| Parcel | Tract Size | H & BU | Estimated per Unit Value | Fee Simple Area | Fee Simple Estimate | PCE Area | PCE Factor | PCE Estimate | TCE Area | TCE Factor | TCE Estimate | Remnant Area | Remnant Estimate | | | | | | | |
| | | | | | \$0 | | | \$0 | | | \$0 | | \$0 | | | | | \$0 | \$0 | |
| | | | | | \$0 | | | \$0 | | | \$0 | | \$0 | | | | | \$0 | \$0 | |
| | | | | | \$0 | | | \$0 | | | \$0 | | \$0 | | | | | \$0 | \$0 | |
| | | | | | \$0 | | | \$0 | | | \$0 | | \$0 | | | | | \$0 | \$0 | |
| | | | | | \$0 | | | \$0 | | | \$0 | | \$0 | | | | | \$0 | \$0 | |
| | | | | | \$0 | | | \$0 | | | \$0 | | \$0 | | | | | \$0 | \$0 | |
| | | | | | \$0 | | | \$0 | | | \$0 | | \$0 | | | | | \$0 | \$0 | |
| | | | | | \$0 | | | \$0 | | | \$0 | | \$0 | | | | | \$0 | \$0 | |
| | | | | | \$0 | | | \$0 | | | \$0 | | \$0 | | | | | \$0 | \$0 | |
| | | | | | \$0 | | | \$0 | | | \$0 | | \$0 | | | | | \$0 | \$0 | |
| | | | | | \$0 | | | \$0 | | | \$0 | | \$0 | | | | | \$0 | \$0 | |
| | | | | | \$0 | | | \$0 | | | \$0 | | \$0 | | | | | \$0 | \$0 | |
| | | | | | \$0 | | | \$0 | | | \$0 | | \$0 | | | | | \$0 | \$0 | |
| TOTALS | | | | | \$440,700 | | | \$301,988 | | | \$8,050 | | \$0 | \$150,000 | \$38,500 | \$5,000 | \$50,000 | | \$0 | |
| 20 | | | | 5.753 | | 6.952 | | | 0.23 | | | 0 | | GRAND TOTAL | | | | \$994,238 | | |

COMPARABLE SALES DATA (VACANT)

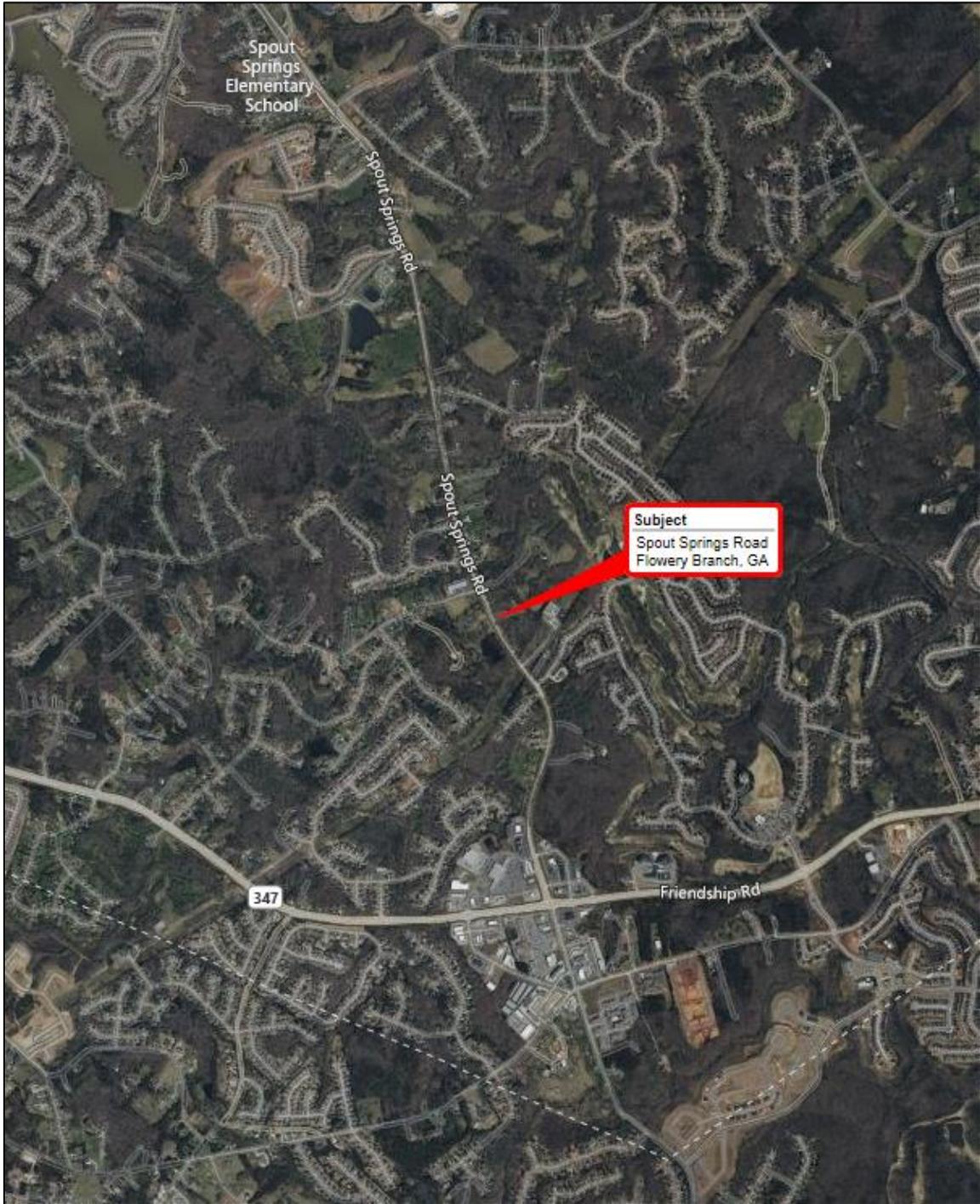
PROJECT. Spout Springs Road Phase 2 COUNTY Hall

| SALE NO. | DATE | GRANTOR | GRANTEE | RECORDED BOOK | PAGE | LOCATION | SALES PRICE | SIZE | PER UNIT VALUE | HIGHEST & BEST USE | REMARKS |
|----------|---------|--|-------------------------------------|---------------|------|-------------------------------|-------------|----------|----------------|--------------------|-----------------|
| 1 | 08/2023 | Matthew Walsingham | Crafted Homes, LLC | 9349 | 363 | 4984 Union Church Road | \$90,000 | 1.0 AC | \$90,000/AC | Residential | Residential Lot |
| 2 | 06/2023 | Claudio Disla Taveras | Emanuel T. Santa | 9321 | 496 | 7003 Deaton Henry Road | \$120,000 | 2.05 AC | \$58,537/AC | Residential | Residential Lot |
| 3 | 03/2024 | Sydnee Hewitt | Southernwood Homes, Inc. | 9453 | 575 | 4860 Grandview Court | \$70,000 | 0.98 AC | \$71,429/AC | Residential | Residential Lot |
| 4 | 07/2024 | Prova Sinha | Milka Mejia | 9506 | 263 | 4834 Grandview Court | \$140,000 | 2.21 AC | \$63,348/AC | Residential | Residential Lot |
| 5 | 03/2022 | Jerry R. Pirkle | Clark Farm Investment, LLC | 9097 | 598 | 6863 Spout Springs Road | \$1,350,000 | 19.42 AC | \$69,516/AC | Residential | Residential S/D |
| 6 | 04/2024 | Estate of Jerry Randall Pirkle | Grove at Rosebud, LLC | 9463 | 156 | 6804 Spout Springs Road | \$2,152,500 | 21.46 AC | \$100,280/AC | Residential | Residential S/D |
| 7 | 06/2021 | MRP Partners, LP | Century Communities of Georgia, LLC | 8867 | 42 | 7285 Spout Springs Road | \$4,000,000 | 39.492 | \$100,280/AC | Residential | Residential S/D |
| 8 | 12/2023 | Celebration Baptist Ministries, Inc. | 1731 Friendship, LLC | 9420 | 16 | 1731 Friendship Road | \$715,000 | 10.03 AC | \$71,286/AC | Residential | |
| 9 | 05/2023 | 7352 Friendship Springs Boulevard, LLC | Flowery Branch GA, LLC | 9308 | 174 | 7352 Friendship Springs Blvd. | \$1,275,000 | 2.04 AC | \$625,000/AC | Commercial | |
| 10 | 01/2022 | Exit Two Investments, LLC | Quiktrip Corporation | 9047 | 648 | 4624 Friendship Road | \$1,500,000 | 2.24 AC | \$669,643/AC | Commercial | C-store |
| 11 | 06/2022 | MPC Development, LLC | H & K Hotel Group, LLC | 9146 | 240 | 5055 Lanier Islands Pkwy | \$1,350,000 | 2.446 AC | \$551,921/AC | Commercial | Hotel Site |

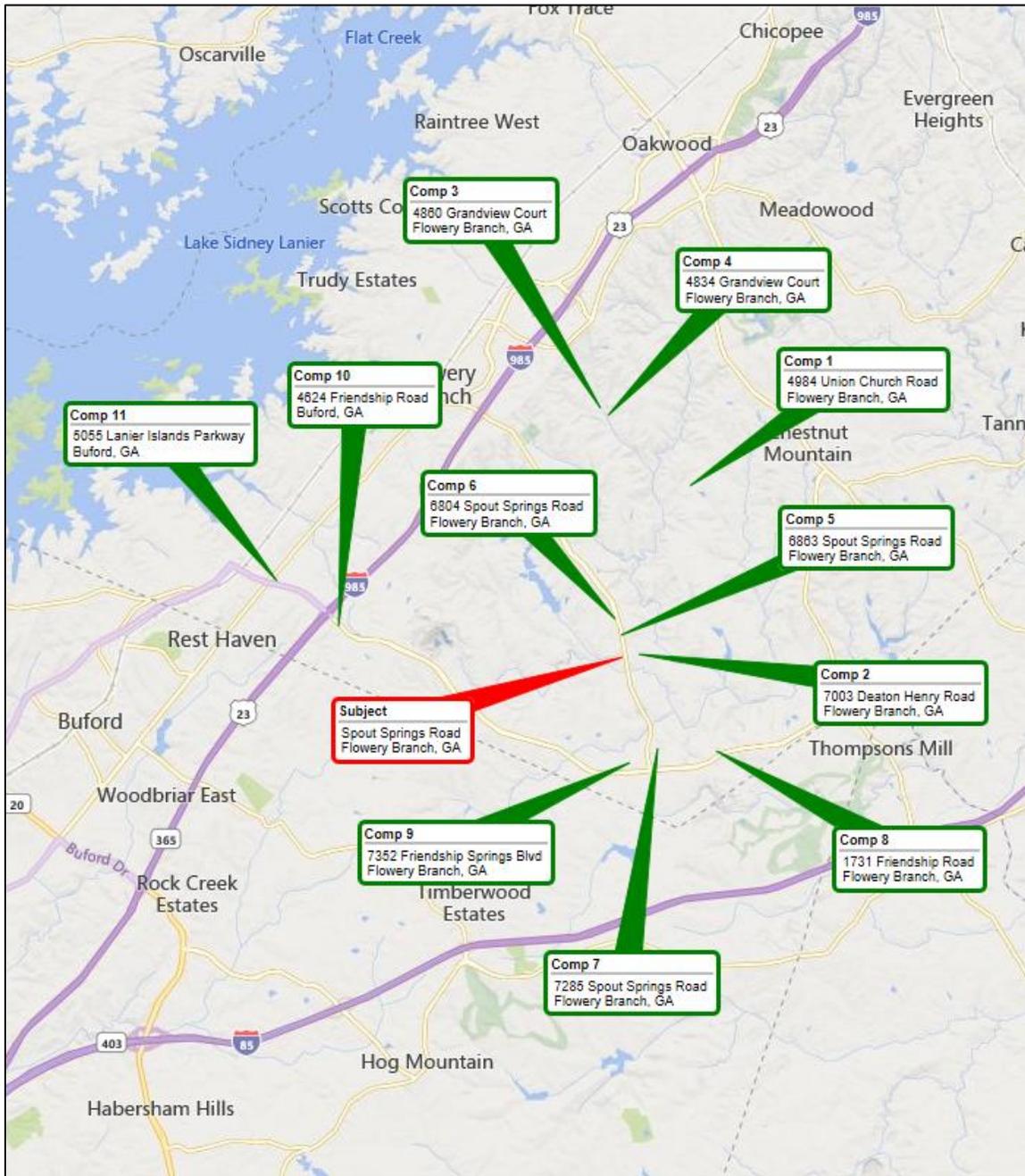
Sales Verification and Source: Sales verified through Deed/Seller Affidavits and through Grantor/Grantee/Broker



PROJECT LOCATION MAP



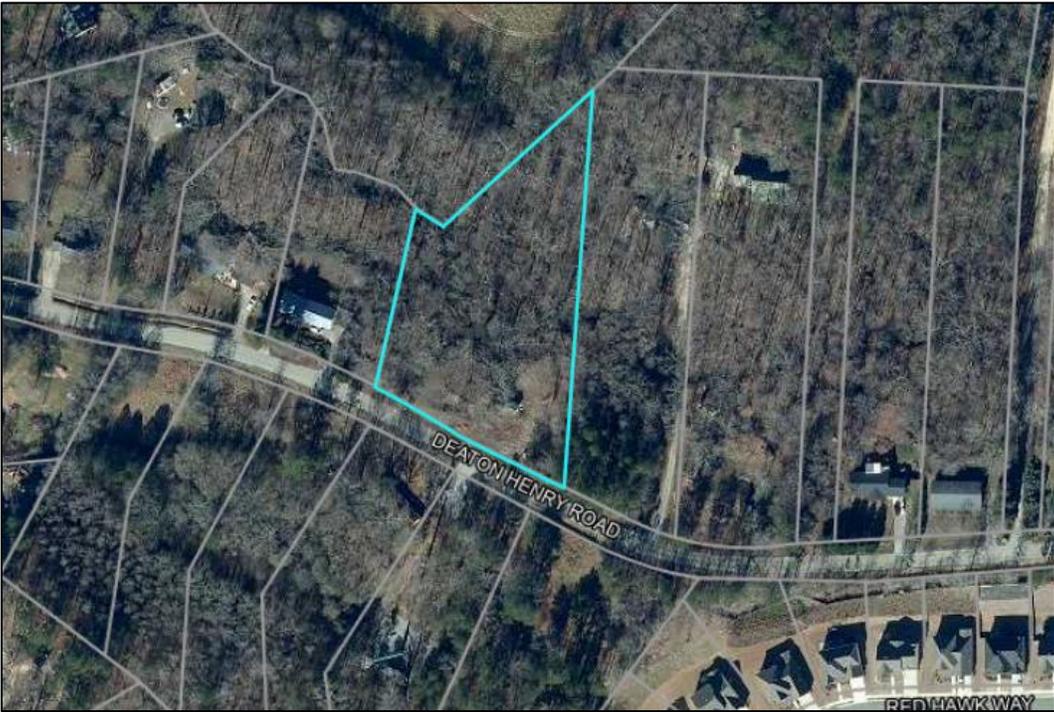
SALES LOCATION MAP



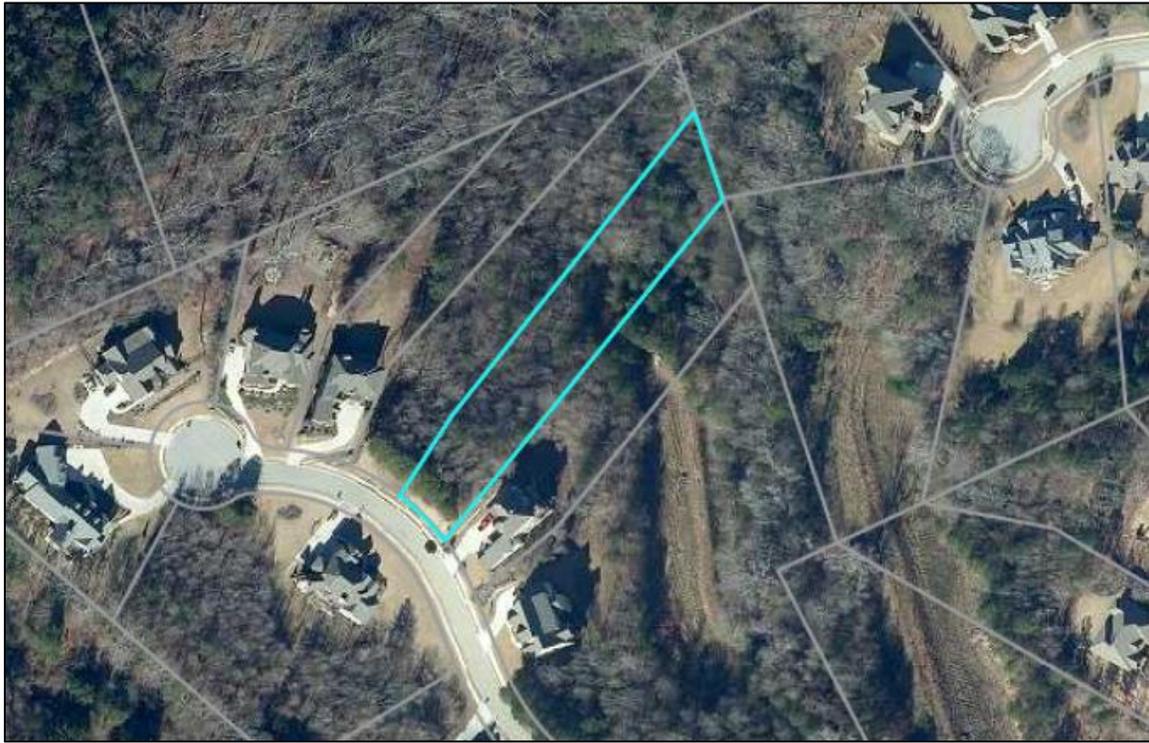
COMPARABLE SALE NUMBER 1



COMPARABLE SALE NUMBER 2



COMPARABLE SALE NUMBER 3



COMPARABLE SALE NUMBER 4



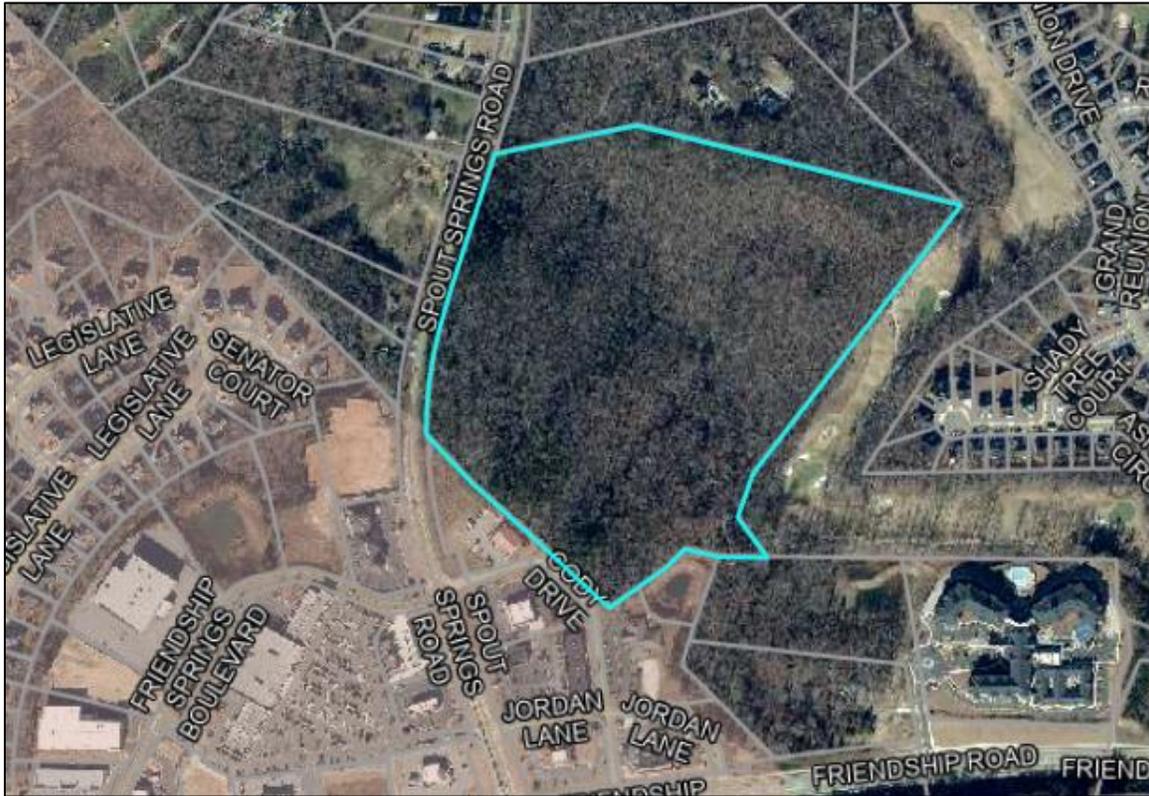
COMPARABLE SALE NUMBER 5



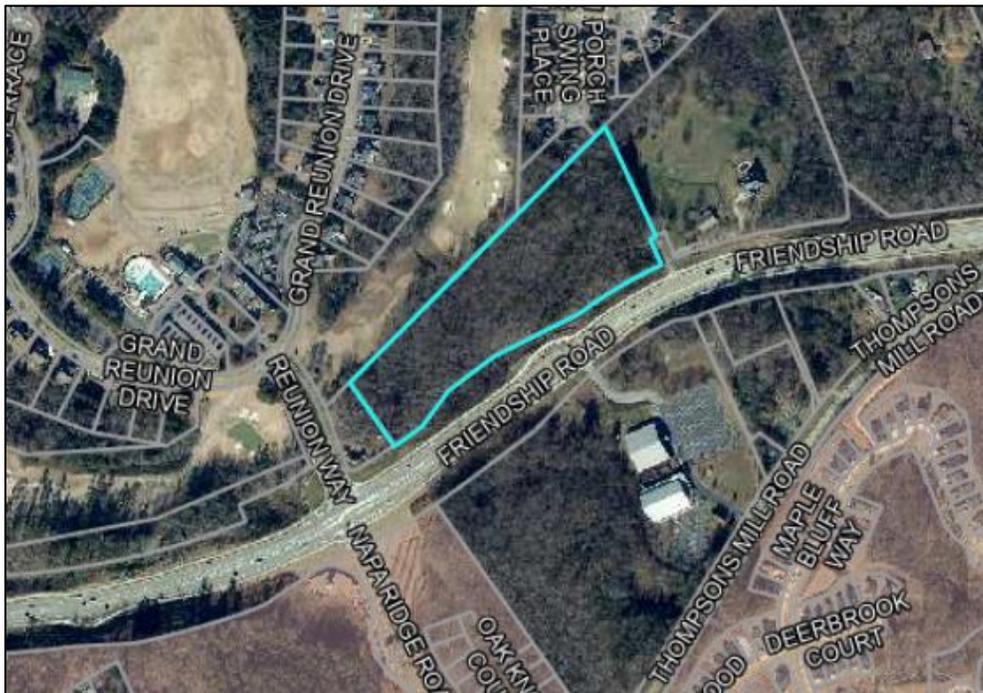
COMPARABLE SALE NUMBER 6



COMPARABLE SALE NUMBER 7



COMPARABLE SALE NUMBER 8



COMPARABLE SALE NUMBER 9



COMPARABLE SALE NUMBER 10



COMPARABLE SALE NUMBER 11



Early Acquisition Environmental Evaluation

23 CFR 710.501 and 23 USC 108

Project

Project Name: Spout Springs Road from Union Circle to South of SR 347, Phase II

Date: January 29, 2024

P.I.: 0015280

Prepared by: Russ Danser, AICP

Firm: Edwards-Pitman Environmental, Inc.

INTRODUCTION

In accordance with 23 CFR 710.501 and 23 USC 108, the following parcels have been evaluated for eligibility for Early Acquisition Right-of-Way (ROW) for the widening of Spout Springs Road from Union Circle to south of SR 247 (Phase II) Project, PI No. 0015280. Portions of the following parcels in Hall County are to be acquired by Hall County as part of an early acquisition process for the proposed project (see attached Plan Sheets). Table 1 provides a list of the parcels to be acquired and Table 2 describes the environmental approvals associated with this project.

Table 1: Parcels to be Acquired

| Parcel # | Owners Name(s) | Total Approx. Acreage of Parcel | Approx. Required ROW (Acres) | Approx. Required ROW (Square Feet) | Approx. Permanent Easement (Acres) | Approx. Permanent Easement (Square Feet) | Approx. Temporary Easement (Acres) | Approx. Temporary Easement (Square Feet) | Approx. Driveway Easement (Acres) | Approx. Driveway Easement (Square Feet) | Plan Sheet Page (# of 46) |
|----------|--|---------------------------------|------------------------------|------------------------------------|------------------------------------|--|------------------------------------|--|-----------------------------------|---|---------------------------|
| 1 | Pamela Griffith | 20.70 | 0.00 | 0.00 | 0.14 | 6,021.81 | 0.00 | 0.00 | 0.07 | 2,847.39 | 2, 6, 7 |
| 25 | Spout Springs Real Estate, LLC | 1.52 | 0.04 | 1,912.54 | 0.18 | 7,872.34 | 0.00 | 0.00 | 0.02 | 861.24 | 2, 14, 16 |
| 53 | Robert Gawrys | 0.46 | 0.00 | 0.00 | 0.02 | 1,022.58 | 0.00 | 0.00 | 0.03 | 1,143.82 | 3, 26, 28 |
| 62 | Rakesh and Monika Mistry | 4.23 | 0.14 | 5,928.81 | 0.17 | 7,305.11 | 0.00 | 0.00 | 0.05 | 2,278.53 | 3, 31, 32 |
| 74 | Todd L. Green | 0.92 | 0.12 | 5,302.64 | 0.17 | 7,343.65 | 0.00 | 0.00 | 0.06 | 2,431.01 | 4, 35, 36 |
| 75 | Kenneth A. Sutter, Sr. and Kenneth Sutter, Jr. | 0.92 | 0.11 | 4,949.64 | 0.15 | 6,500.18 | 0.00 | 0.00 | 0.04 | 1,714.78 | 4, 35, 36 |
| 77 | Fortino and Hilda Leticia Gonzalez | 0.92 | 0.12 | 5,035.49 | 0.13 | 5,705.16 | 0.00 | 0.00 | 0.03 | 1,499.98 | 4, 35, 37 |
| 78 | Nicholas and Rachel M Jendrasik | 0.92 | 0.12 | 5,130.68 | 0.13 | 5,501.73 | 0.00 | 0.00 | 0.03 | 1,256.52 | 4, 35, 37 |
| 79 | Martin Labaca | 0.92 | 0.12 | 5,218.99 | 0.06 | 2,500.11 | 0.00 | 0.00 | 0.02 | 912.00 | 4, 35, 37 |
| 81 | Giuseppe Scotto Di Carlo | 10.70 | 0.09 | 3,979.23 | 0.03 | 1,126.77 | 0.00 | 0.00 | 0.09 | 4,020.43 | 4, 35, 37 |
| 82 | Myles C. and Tracie L. Hansel | 1.00 | 0.12 | 5,380.65 | 0.03 | 1,501.32 | 0.00 | 0.00 | 0.02 | 1,000.00 | 4, 35, 38 |

| Parcel # | Owners Name(s) | Total Approx. Acreage of Parcel | Approx. Required ROW (Acres) | Approx. Required ROW (Square Feet) | Approx. Permanent Easement (Acres) | Approx. Permanent Easement (Square Feet) | Approx. Temporary Easement (Acres) | Approx. Temporary Easement (Square Feet) | Approx. Driveway Easement (Acres) | Approx. Driveway Easement (Square Feet) | Plan Sheet Page (# of 46) |
|----------|---|---------------------------------|------------------------------|------------------------------------|------------------------------------|--|------------------------------------|--|-----------------------------------|---|---------------------------|
| 84 | Charles R and Jessica M Wood | 5.00 | 0.13 | 5,465.81 | 0.07 | 3,000.08 | 0.00 | 0.00 | 0.04 | 1,939.52 | 4, 35, 38 |
| 85 | Gainesville and Hall County Dev Authority | 307.05 | 4.01 | 174,675.22 | 4.07 | 177,274.93 | 0.18 | 7,990.60 | 0.00 | 0.00 | 4, 5, 35, 38, 39, |
| 88 | Hall County, Georgia | 0.32 | 0.32 | 14,057.79 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4, 41, 42 |
| 93 | Darrel Clark, ET AL | 1.46 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.04 | 1,925.00 | 4, 43, 44 |
| 94 | Georgia Mechanical Properties LLC | 2.51 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.04 | 1,749.98 | 43, 44 |
| 97 | Keith Crane | 1.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.17 | 7,349.33 | 43, 44 |
| 104 | Royce and Janyce Cole | 1.02 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.01 | 280.56 | 43, 45 |
| 106 | Michael K. Cole | 1.40 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.01 | 470.32 | 43, 45, 46 |
| 108 | Duncan Corners Thompson Mill Property POA, Inc. | 1.89 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.02 | 727.41 | 2, 8, 9 |

ENVIRONMENTAL SURVEY RESULTS

Acquisition of portions of the parcels would allow for the future preservation of land needed to accommodate the construction of improvements for the widening of Spout Springs Road from Union Circle to south of SR 247 (Phase II) within the project limits if the Build Alternative is selected. This action is only for the early acquisition of ROW and/or easement and is not evaluating the impacts associated with the construction of proposed improvements. Those impacts are to be part of the action evaluated for the widening of Spout Springs Road from Union Circle to south of SR 247 (Phase II) in the Environmental Reevaluation of the approved Finding on No Significant Impact (FONSI).

Table 2: Environmental Survey Results.

| Discipline | Agency Approved Documents and Dates of Approval | Verification of Coverage | Subject Matter Expert |
|--|---|--------------------------|---|
| Ecology | <ul style="list-style-type: none"> • Protected Aquatic Species Survey Report, March 2012 (PI 0009679) • Ecology Resource Survey Report, June 2012 (PI 0009679) • Practical Alternatives Report, October 2013 (PI 0009769) • Protected Species Survey Report for Georgia Aster, May 2014 (PI 0009679) • Ecology Assessment of Effects Report, May 2014 (PI 0009769) • Addendum I, April 2015 (PI 0009679) • Memorandum I to Addendum I, December 2016 (to split PI Nos. 0009679 & PI 0015280) | May 2023 | Collin Lane, Edwards-Pitman Environmental, Inc. |
| <p>Parcel 85 on Sheets 4, 5, 35, and 39 has portions of water of the US and/or buffers within the parcel limit. No construction will occur as part of the proposed early acquisition of ROW for this parcel.</p> <p>In addition, any parcels with trees contain potential tricolored bat habitat. This species is anticipated for Endangered Species Act (ESA) listing in September 2023 and would require Section 7 consultation with US Fish and Wildlife Service (USFWS) as part of the addenda and reevaluation process prior to construction activities on the parcels. However, through coordination with the Office of Environmental Services, it has been determined that early acquisition can proceed on these parcels since the acquisition would not include any clearing activities on acquired parcels and the consultation is not anticipated to result in alteration of the project’s alignment.</p> | | | |
| History | <ul style="list-style-type: none"> • Historic Resources Survey Report, April 2012 (PI 0009679) • Finding of No Historic Properties Affected, April 2014 (PI 0009769) • Reevaluation December 2016 (to split PI Nos. 0009679 & 0015280) | May 2023 | Meg Pagan, Edwards-Pitman Environmental, Inc. |
| <p>There are no National Register of Historic Places (NRHP) eligible properties to be acquired for early acquisition. While the proposed ROW areas have been surveyed, due to documentation age, addenda will be required as part of the reevaluation process. However, the parcels listed in this document do not contain structures that are 50 or more years of age and would not require evaluation as part of this addenda effort.</p> | | | |
| Archaeology | <ul style="list-style-type: none"> • Phase I report, December 2013 (PI 0009679) • Addendum, April 2014 (PI 0009679) • Second Addendum, November 2016 (to split PI Nos. 0009679 & 0015280) | January 2023 | Emily Jones, Edwards-Pitman Environmental, Inc. |
| <p>There are no archaeological sites in the areas to be acquired for early acquisition. Because the proposed ROW areas have been surveyed, there is no potential for findings to change. The overall project will require additional field survey to address specific parcels where there is insufficient coverage; however, the parcels that are proposed for early acquisition have sufficient coverage and should not require additional field survey. In addition, there will be no ground disturbing activity associated with this early acquisition process or prior to the project’s full environmental clearance through the environmental reevaluation and addenda process.</p> | | | |
| Air | <ul style="list-style-type: none"> • Air Assessment, June 2013 (PI 0009679) • Addendum, March 2014 (PI 0009679) • Addendum II, July 2015 (PI 0009679) • Addendum III, November 2016 (to split PI Nos. 0009679 & 0015280) | | N/A |
| <p>As part of the reevaluation effort, this project is currently being evaluated for its consistency with state and federal air quality goals, including CO, ozone, PM_{2.5}, and MSATs as part of the addendum effort. Previous results indicated that the project is consistent with the SIP for the attainment of clean air quality in Georgia and is in compliance with both state and federal air quality standards.</p> | | | |

| | | | |
|--|---|--|-----|
| Noise | <ul style="list-style-type: none"> • Noise screening assessment, July 2013 (PI 0009679) • Addendum I, April 2014 (PI 0009679) • Addendum II, June 2015 (PI 0009679) • Addendum III November 2016 to split PI 0009679 & PI 0015280 | | N/A |
| <p>The proposed early property acquisition is considered a Type I project for noise assessments. A Type I project requires the preparation of a noise study and abatement of highway noise impacts. While this noise study was previously completed with subsequent addenda, an additional addendum may be required to address changes in projected traffic volumes. If such an addendum is required, it will be completed as part of the environmental reevaluation effort to determine the impacts approaching and/or exceeding the Noise Abatement Criteria, the decibel increase in traffic generated noise, and any feasible noise abatement measures. This effort will be completed prior to environmental certification for Let and, if abatement measures are determined feasible, would be included in the construction activities.</p> | | | |

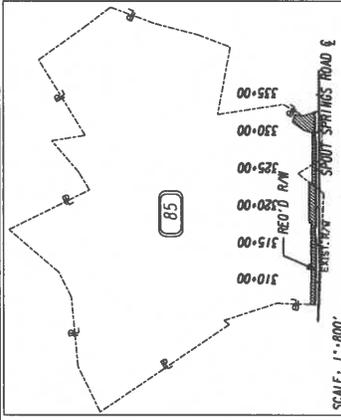
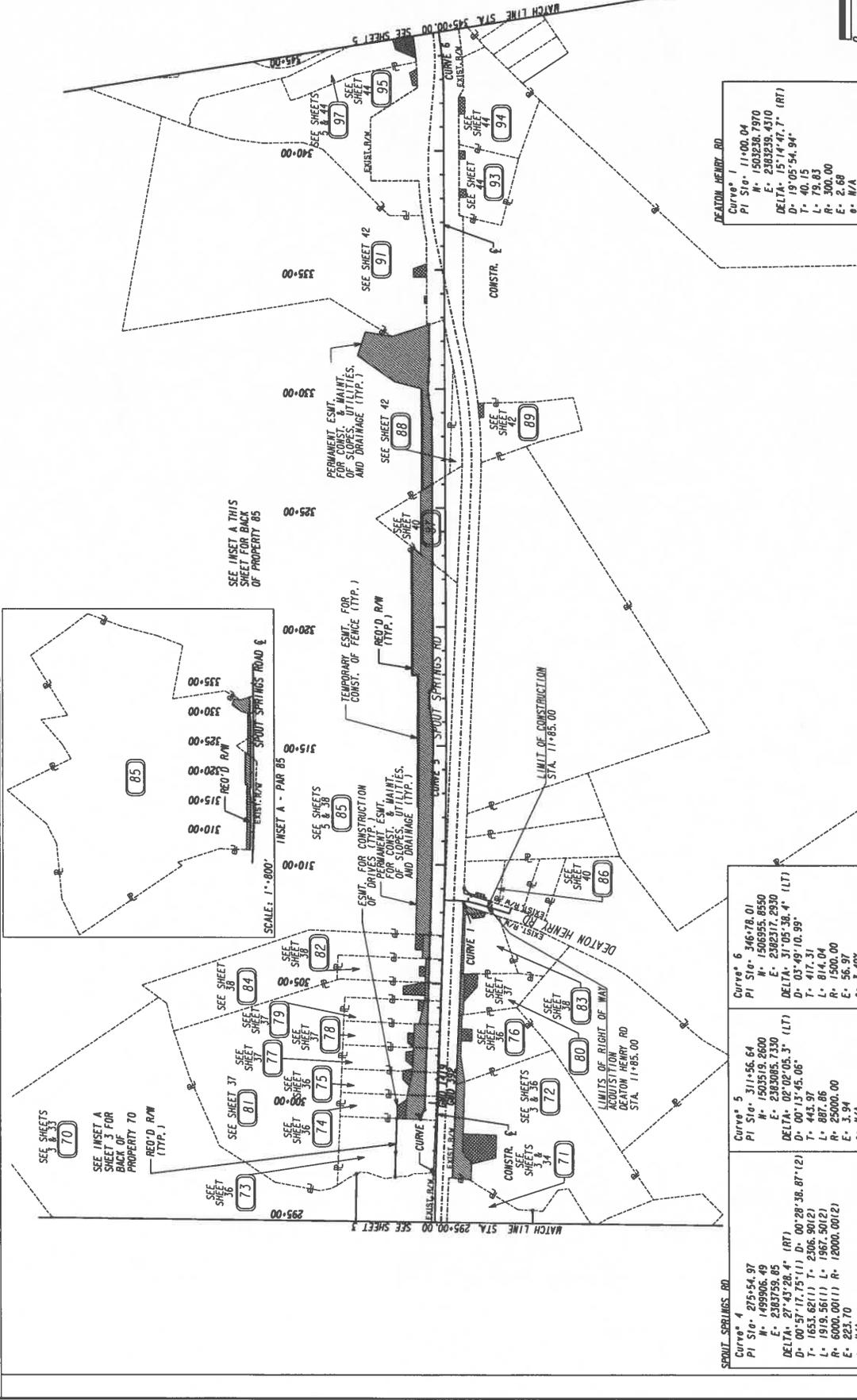
CONCLUSION

The Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) are not anticipated to be approved until midyear of 2027. Should the Build Alternative be selected, ROW would be needed from these parcels in order to accommodate the construction of the proposed improvements. Early acquisition would allow Hall County an opportunity to purchase ROW at 2024 land values and potentially avoid inflation costs. The acquisition of land or easements from these parcels would not influence the environmental review of the transportation project, including decisions on need to construct the transportation project or selection of an alternative.

Attachment: Plan Sheets

PLAN SHEETS





DEATON HENRY RD
 Curve 1
 PI Sta. 11+00.04
 N. 1503238.7970
 E. 2383239.4310
 DELTA: 15°14'47.7" (RT)
 D: 19°05'54.94"
 L: 40.15
 R: 79.83
 R: 300.00
 E: 2.69
 G: N/A

SPROUT SPRINGS RD
 Curve 4
 PI Sta. 275+54.97
 N. 1495906.49
 E. 2383759.05
 DELTA: 83°28'41" (RT)
 D: 05°57'17.15" (L)
 L: 1919.55(1) L: 1967.50(2)
 R: 6000.00(1) R: 12000.00(2)
 E: 223.70
 G: N/A

DEATON HENRY RD
 Curve 5
 PI Sta. 311+56.64
 N. 1505516.0560
 E. 2382372.2930
 DELTA: 31°05'38.4" (LT)
 D: 03°08'10.99"
 L: 417.31
 R: 814.04
 R: 1500.00
 E: 56.97
 G: 3.40X

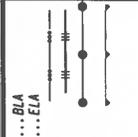
DEATON HENRY RD
 Curve 6
 PI Sta. 46278.01
 N. 1505065.0650
 E. 2382372.2930
 DELTA: 31°05'38.4" (LT)
 D: 03°08'10.99"
 L: 417.31
 R: 814.04
 R: 1500.00
 E: 56.97
 G: 3.40X



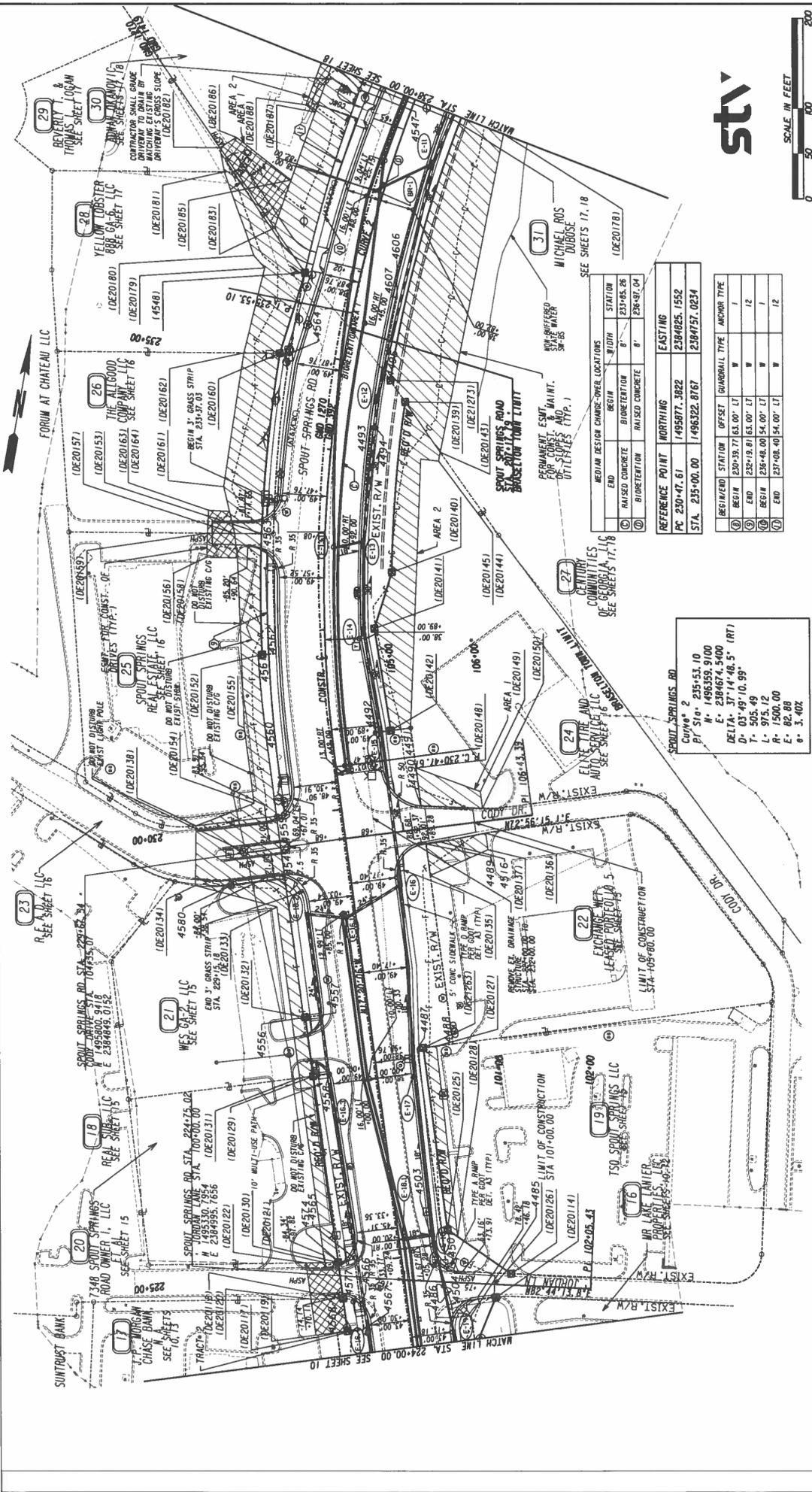
HALL COUNTY
 DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY MAP
 PROJECT NO: 0015280
 COUNTY: HALL
 LAND ACQ. NO: N/A
 GMD NO: 1419 / 1392
 DATE: 9/28/22 SH 4 OF 47

| DATE | REVISIONS |
|------|-----------|
| | |
| | |
| | |

| DATE | REVISIONS |
|------|-----------|
| | |
| | |
| | |



PROPERTY AND EXISTING R/W LINE
 REQUIRED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONST. & MAINTENANCE
 OF SLOPES AND UTILITIES
 EASEMENT FOR CONST. OF DRIVES



| MEDIAN DESIGN CHANGE-OVER LOCATIONS | | | |
|-------------------------------------|-----------------|-------|-----------|
| END | BEGIN | WIDTH | STATION |
| RAISED CONCRETE | BI-DIRECTION | 8' | 233+85.86 |
| BI-DIRECTION | RAISED CONCRETE | 8' | 236+97.04 |

| REFERENCE POINT | NORTHING | EASTING |
|-----------------|-----------|--------------|
| PC | 230+47.61 | 1495877.3822 |
| STA. | 235+00.00 | 1496322.8767 |
| | | 2384751.0234 |

| DESIGN/END | STATION | OFFSET | SHOULDER TYPE | ANCHOR TYPE | |
|------------|---------|-----------|---------------|-------------|----|
| ④ | BEGIN | 230+39.77 | 63.00' LT | W | 1 |
| ⑤ | END | 232+19.81 | 63.00' LT | W | 12 |
| ⑥ | BEGIN | 236+46.00 | 54.00' LT | W | 1 |
| ⑦ | END | 237+08.40 | 54.00' LT | W | 12 |

SPROUT SPRINGS RD
 CURVE 2 235+53.10
 P.I. STA. 1496359.9100
 E. 2384674.5400
 DELTA= 37°14'48.5" (RT)
 D= 63'49'10.99"
 T= 505.49
 R= 975.12
 P= 1500.00
 E= 82.88
 O= 3.40X

HALL COUNTY
 DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY PLANS
 PROJECT NO: 0015280
 COUNTY: HALL
 LAND DISTRICT: W/A
 GMD: 1270 / 392 / 1419
 DATE: 9/28/22 SH 14 OF 47

| DATE | REVISIONS |
|------|-----------|
| | |
| | |
| | |

PROPERTY AND EXISTING R/W LINE
 REQUIRED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES AND UTILITIES
 EASEMENT FOR CONSTR OF DRIVES

— B — BEGIN LIMIT OF ACCESS
 — E — END LIMIT OF ACCESS
 — C — F — REO'D R/W & LIMIT OF ACCESS
 — O — ORANGE BARRIER FENCE
 — S — ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)

61 JOLIMAN R. APARCICIO AND BRENDA APARCICIO
SEE SHEET 31

ROAD R/W - PAR 61/50/311 EAST F. FOR CONST. AND MAINT. OF SLOPES, UTILITIES, AND DRAINAGE. DE20199

PHI OFFSET DIST STATION/ BEARING ALIGNMENT

DE20199 60.00 L 28177.40 C/L Speed Springs Road
 ARC LENGTH = 56.14 L 28177.40 C/L Speed Springs Road
 CHORD BEAR = 59.35 29.37 W C/L Speed Springs Road
 LITH CHORD = 28172.95
 RADIUS = 178.29 2.7 W
 DEGREE = 0.72 30.31
 DE20199 60.00 L 28177.40 C/L Speed Springs Road
 ARC LENGTH = 56.14 L 28177.40 C/L Speed Springs Road
 CHORD BEAR = 59.35 29.37 W C/L Speed Springs Road
 LITH CHORD = 28172.95
 RADIUS = 178.29 2.7 W
 DEGREE = 0.72 30.31
 REMAINDER = 17.08 58 ACRES

62 RAKESH & MONIKA WISTRY
SEE SHEET 31

ROAD R/W - PAR 62/50/275 EAST F. FOR CONST. AND MAINT. OF SLOPES, UTILITIES, AND DRAINAGE. DE20206

PHI OFFSET DIST STATION/ BEARING ALIGNMENT

DE20206 55.00 R 28238.51 C/L Speed Springs Road
 ARC LENGTH = 55.00 R 28238.51 C/L Speed Springs Road
 CHORD BEAR = 52.50 12.6 W C/L Speed Springs Road
 LITH CHORD = 28235.17
 RADIUS = 119.65 6 W
 DEGREE = 2.39 53.7
 DE20206 55.00 R 28238.51 C/L Speed Springs Road
 ARC LENGTH = 55.00 R 28238.51 C/L Speed Springs Road
 CHORD BEAR = 52.50 12.6 W C/L Speed Springs Road
 LITH CHORD = 28235.17
 RADIUS = 119.65 6 W
 DEGREE = 2.39 53.7
 REMAINDER = 17.41 ACRES

63 JEFF MILLER AND JONI MILLER
SEE SHEET 31

ROAD R/W - PAR 63/50/10 EAST F. FOR CONST. AND MAINT. OF SLOPES, UTILITIES, AND DRAINAGE. DE20144

PHI OFFSET DIST STATION/ BEARING ALIGNMENT

DE20144 30.51 L 28436.71 C/L Speed Springs Road
 ARC LENGTH = 30.51 L 28436.71 C/L Speed Springs Road
 CHORD BEAR = 51.9 30 40.37 E
 LITH CHORD = 28432.00
 RADIUS = 29.24 41.3
 DEGREE = 1.82 94.3
 DE20144 30.51 L 28436.71 C/L Speed Springs Road
 ARC LENGTH = 30.51 L 28436.71 C/L Speed Springs Road
 CHORD BEAR = 51.9 30 40.37 E
 LITH CHORD = 28432.00
 RADIUS = 29.24 41.3
 DEGREE = 1.82 94.3
 REMAINDER = 17.07 0 ACRES

64 HOLY TRINITY ANGLICAN CHURCH
OF FLOWERS BRANCH
SEE SHEET 31

ROAD R/W - PAR 64/50/274 EAST F. FOR CONST. AND MAINT. OF SLOPES, UTILITIES, AND DRAINAGE. DE20142

PHI OFFSET DIST STATION/ BEARING ALIGNMENT

DE20142 55.00 R 28545.00 C/L Speed Springs Road
 ARC LENGTH = 55.00 R 28545.00 C/L Speed Springs Road
 CHORD BEAR = 51.9 20.4 W
 LITH CHORD = 28541.00
 RADIUS = 110.00 0
 DEGREE = 2.39 53.7
 DE20142 55.00 R 28545.00 C/L Speed Springs Road
 ARC LENGTH = 55.00 R 28545.00 C/L Speed Springs Road
 CHORD BEAR = 51.9 20.4 W
 LITH CHORD = 28541.00
 RADIUS = 110.00 0
 DEGREE = 2.39 53.7
 REMAINDER = 17.11 ACRES

65 JOSH WILLIAMSON
SEE SHEET 31

ROAD R/W - PAR 65/50/208 EAST F. FOR CONST. AND MAINT. OF SLOPES, UTILITIES, AND DRAINAGE. DE20144

PHI OFFSET DIST STATION/ BEARING ALIGNMENT

DE20144 55.00 R 28658.89 C/L Speed Springs Road
 ARC LENGTH = 55.00 R 28658.89 C/L Speed Springs Road
 CHORD BEAR = 51.9 31 58.6 E
 LITH CHORD = 28654.00
 RADIUS = 110.00 0
 DEGREE = 2.39 53.7
 DE20144 55.00 R 28658.89 C/L Speed Springs Road
 ARC LENGTH = 55.00 R 28658.89 C/L Speed Springs Road
 CHORD BEAR = 51.9 31 58.6 E
 LITH CHORD = 28654.00
 RADIUS = 110.00 0
 DEGREE = 2.39 53.7
 REMAINDER = 17.11 ACRES

ROAD R/W - PAR 61/50/311 EAST F. FOR CONST. AND MAINT. OF SLOPES, UTILITIES, AND DRAINAGE. DE20199

PHI OFFSET DIST STATION/ BEARING ALIGNMENT

DE20199 60.00 L 28177.40 C/L Speed Springs Road
 ARC LENGTH = 56.14 L 28177.40 C/L Speed Springs Road
 CHORD BEAR = 59.35 29.37 W C/L Speed Springs Road
 LITH CHORD = 28172.95
 RADIUS = 178.29 2.7 W
 DEGREE = 0.72 30.31
 DE20199 60.00 L 28177.40 C/L Speed Springs Road
 ARC LENGTH = 56.14 L 28177.40 C/L Speed Springs Road
 CHORD BEAR = 59.35 29.37 W C/L Speed Springs Road
 LITH CHORD = 28172.95
 RADIUS = 178.29 2.7 W
 DEGREE = 0.72 30.31
 REMAINDER = 17.08 58 ACRES

ROAD R/W - PAR 62/50/275 EAST F. FOR CONST. AND MAINT. OF SLOPES, UTILITIES, AND DRAINAGE. DE20206

PHI OFFSET DIST STATION/ BEARING ALIGNMENT

DE20206 55.00 R 28238.51 C/L Speed Springs Road
 ARC LENGTH = 55.00 R 28238.51 C/L Speed Springs Road
 CHORD BEAR = 52.50 12.6 W C/L Speed Springs Road
 LITH CHORD = 28235.17
 RADIUS = 119.65 6 W
 DEGREE = 2.39 53.7
 DE20206 55.00 R 28238.51 C/L Speed Springs Road
 ARC LENGTH = 55.00 R 28238.51 C/L Speed Springs Road
 CHORD BEAR = 52.50 12.6 W C/L Speed Springs Road
 LITH CHORD = 28235.17
 RADIUS = 119.65 6 W
 DEGREE = 2.39 53.7
 REMAINDER = 17.41 ACRES

ROAD R/W - PAR 63/50/10 EAST F. FOR CONST. AND MAINT. OF SLOPES, UTILITIES, AND DRAINAGE. DE20144

PHI OFFSET DIST STATION/ BEARING ALIGNMENT

DE20144 30.51 L 28436.71 C/L Speed Springs Road
 ARC LENGTH = 30.51 L 28436.71 C/L Speed Springs Road
 CHORD BEAR = 51.9 30 40.37 E
 LITH CHORD = 28432.00
 RADIUS = 29.24 41.3
 DEGREE = 1.82 94.3
 DE20144 30.51 L 28436.71 C/L Speed Springs Road
 ARC LENGTH = 30.51 L 28436.71 C/L Speed Springs Road
 CHORD BEAR = 51.9 30 40.37 E
 LITH CHORD = 28432.00
 RADIUS = 29.24 41.3
 DEGREE = 1.82 94.3
 REMAINDER = 17.07 0 ACRES

ROAD R/W - PAR 64/50/274 EAST F. FOR CONST. AND MAINT. OF SLOPES, UTILITIES, AND DRAINAGE. DE20142

PHI OFFSET DIST STATION/ BEARING ALIGNMENT

DE20142 55.00 R 28545.00 C/L Speed Springs Road
 ARC LENGTH = 55.00 R 28545.00 C/L Speed Springs Road
 CHORD BEAR = 51.9 20.4 W
 LITH CHORD = 28541.00
 RADIUS = 110.00 0
 DEGREE = 2.39 53.7
 DE20142 55.00 R 28545.00 C/L Speed Springs Road
 ARC LENGTH = 55.00 R 28545.00 C/L Speed Springs Road
 CHORD BEAR = 51.9 20.4 W
 LITH CHORD = 28541.00
 RADIUS = 110.00 0
 DEGREE = 2.39 53.7
 REMAINDER = 17.11 ACRES

ROAD R/W - PAR 65/50/208 EAST F. FOR CONST. AND MAINT. OF SLOPES, UTILITIES, AND DRAINAGE. DE20144

PHI OFFSET DIST STATION/ BEARING ALIGNMENT

DE20144 55.00 R 28658.89 C/L Speed Springs Road
 ARC LENGTH = 55.00 R 28658.89 C/L Speed Springs Road
 CHORD BEAR = 51.9 31 58.6 E
 LITH CHORD = 28654.00
 RADIUS = 110.00 0
 DEGREE = 2.39 53.7
 DE20144 55.00 R 28658.89 C/L Speed Springs Road
 ARC LENGTH = 55.00 R 28658.89 C/L Speed Springs Road
 CHORD BEAR = 51.9 31 58.6 E
 LITH CHORD = 28654.00
 RADIUS = 110.00 0
 DEGREE = 2.39 53.7
 REMAINDER = 17.11 ACRES

ROAD R/W - PAR 62/50/275 EAST F. FOR CONST. AND MAINT. OF SLOPES, UTILITIES, AND DRAINAGE. DE20140

PHI OFFSET DIST STATION/ BEARING ALIGNMENT

DE20140 50.00 R 28314.00 C/L Speed Springs Road
 ARC LENGTH = 50.00 R 28314.00 C/L Speed Springs Road
 CHORD BEAR = 51.9 15 58.2 W
 LITH CHORD = 28310.00
 RADIUS = 159.00 0
 DEGREE = 0.28 52.6
 DE20140 50.00 R 28314.00 C/L Speed Springs Road
 ARC LENGTH = 50.00 R 28314.00 C/L Speed Springs Road
 CHORD BEAR = 51.9 15 58.2 W
 LITH CHORD = 28310.00
 RADIUS = 159.00 0
 DEGREE = 0.28 52.6
 REMAINDER = 17.08 58 ACRES

ROAD R/W - PAR 62/50/275 EAST F. FOR CONST. AND MAINT. OF SLOPES, UTILITIES, AND DRAINAGE. DE20140

PHI OFFSET DIST STATION/ BEARING ALIGNMENT

DE20140 50.00 R 28314.00 C/L Speed Springs Road
 ARC LENGTH = 50.00 R 28314.00 C/L Speed Springs Road
 CHORD BEAR = 51.9 15 58.2 W
 LITH CHORD = 28310.00
 RADIUS = 159.00 0
 DEGREE = 0.28 52.6
 DE20140 50.00 R 28314.00 C/L Speed Springs Road
 ARC LENGTH = 50.00 R 28314.00 C/L Speed Springs Road
 CHORD BEAR = 51.9 15 58.2 W
 LITH CHORD = 28310.00
 RADIUS = 159.00 0
 DEGREE = 0.28 52.6
 REMAINDER = 17.08 58 ACRES

ROAD R/W - PAR 63/50/10 EAST F. FOR CONST. AND MAINT. OF SLOPES, UTILITIES, AND DRAINAGE. DE20144

PHI OFFSET DIST STATION/ BEARING ALIGNMENT

DE20144 30.51 L 28436.71 C/L Speed Springs Road
 ARC LENGTH = 30.51 L 28436.71 C/L Speed Springs Road
 CHORD BEAR = 51.9 30 40.37 E
 LITH CHORD = 28432.00
 RADIUS = 29.24 41.3
 DEGREE = 1.82 94.3
 DE20144 30.51 L 28436.71 C/L Speed Springs Road
 ARC LENGTH = 30.51 L 28436.71 C/L Speed Springs Road
 CHORD BEAR = 51.9 30 40.37 E
 LITH CHORD = 28432.00
 RADIUS = 29.24 41.3
 DEGREE = 1.82 94.3
 REMAINDER = 17.07 0 ACRES

ROAD R/W - PAR 64/50/274 EAST F. FOR CONST. AND MAINT. OF SLOPES, UTILITIES, AND DRAINAGE. DE20142

PHI OFFSET DIST STATION/ BEARING ALIGNMENT

DE20142 55.00 R 28545.00 C/L Speed Springs Road
 ARC LENGTH = 55.00 R 28545.00 C/L Speed Springs Road
 CHORD BEAR = 51.9 20.4 W
 LITH CHORD = 28541.00
 RADIUS = 110.00 0
 DEGREE = 2.39 53.7
 DE20142 55.00 R 28545.00 C/L Speed Springs Road
 ARC LENGTH = 55.00 R 28545.00 C/L Speed Springs Road
 CHORD BEAR = 51.9 20.4 W
 LITH CHORD = 28541.00
 RADIUS = 110.00 0
 DEGREE = 2.39 53.7
 REMAINDER = 17.11 ACRES

ROAD R/W - PAR 65/50/208 EAST F. FOR CONST. AND MAINT. OF SLOPES, UTILITIES, AND DRAINAGE. DE20144

PHI OFFSET DIST STATION/ BEARING ALIGNMENT

DE20144 55.00 R 28658.89 C/L Speed Springs Road
 ARC LENGTH = 55.00 R 28658.89 C/L Speed Springs Road
 CHORD BEAR = 51.9 31 58.6 E
 LITH CHORD = 28654.00
 RADIUS = 110.00 0
 DEGREE = 2.39 53.7
 DE20144 55.00 R 28658.89 C/L Speed Springs Road
 ARC LENGTH = 55.00 R 28658.89 C/L Speed Springs Road
 CHORD BEAR = 51.9 31 58.6 E
 LITH CHORD = 28654.00
 RADIUS = 110.00 0
 DEGREE = 2.39 53.7
 REMAINDER = 17.11 ACRES



HALL COUNTY
DEPARTMENT OF PUBLIC WORKS
OFFICE OF WAY DATA
PROJECT NO: 0015280
LTD DISTRICT: N/A
LAW DISTRICT: N/A
GND: 1419 / 392
DATE: 9/28/22 SH 32 OF 47

| DATE | REVISIONS |
|------|-----------|
| | |
| | |
| | |
| | |
| | |



72 CLIFFORD HUTCHINS AND WYNETTE HUTCHINS
SEE SHEET 35

| PT | OFFSET | STATION | BEARING | RETO BAW | ALIGNMENT | DETOUR |
|-----------|---------------|-----------|------------------|----------|------------------------|---------|
| REC'D BAW | PAR 75/29/293 | | | | | DE20827 |
| 4115 | 70.50 R | 290+00.00 | N 290+00.00 | | C/L Spout Springs Road | |
| DE21005 | 72.50 R | 290+00.00 | N 10 01' 18.5" W | | C/L Spout Springs Road | |
| DE21106 | 110.00 R | 290+00.00 | N 19 25' 08.9" E | | C/L Spout Springs Road | |
| DE20983 | 110.00 R | 290+00.00 | N 10 34' 10.1" W | | C/L Spout Springs Road | |
| DE20984 | 150.00 R | 290+00.00 | S 49 22' 21.2" E | | C/L Spout Springs Road | |
| DE20985 | 185.00 R | 290+00.00 | S 31 39' 11.3" W | | C/L Spout Springs Road | |
| REC'D BAW | PAR 75/29/293 | | | | | DE20987 |
| 4084 | 141.70 SR | 290+00.00 | N 71 22' 08.6" W | | C/L Spout Springs Road | |
| 4115 | 70.50 R | 290+00.00 | S 83 04' 35.6" W | | C/L Spout Springs Road | |
| RETOUR | PAR 75/29/293 | | | | | DE20987 |
| REMAINER | 0.722 ACRES | | | | | |

73 RICHARD LYNN HAMMER AND SANDRA D. HAMMER
SEE SHEET 35

| PT | OFFSET | STATION | BEARING | RETO BAW | ALIGNMENT | DETOUR |
|-----------|---------------|-----------|------------------|----------|------------------------|---------|
| REC'D BAW | PAR 74/29/292 | | | | | DE20161 |
| 4802 | 6.85 L | 291+00.00 | N 291+00.00 | | C/L Spout Springs Road | |
| 4191 | 8.10 L | 291+00.00 | N 291+00.00 | | C/L Spout Springs Road | |
| 4192 | 67.50 SR | 291+00.00 | S 71 34' 31.3" W | | C/L Spout Springs Road | |
| 4191 | 92.12 L | 291+00.00 | N 10 34' 10.1" W | | C/L Spout Springs Road | |
| 4190 | 112.50 SR | 291+00.00 | S 52 13' 15.8" W | | C/L Spout Springs Road | |
| 4189 | 162.00 L | 291+00.00 | S 31 39' 11.3" W | | C/L Spout Springs Road | |
| REC'D BAW | PAR 74/29/292 | | | | | DE20161 |
| 4189 | 162.00 L | 291+00.00 | S 31 39' 11.3" W | | C/L Spout Springs Road | |
| 4189 | 162.00 L | 291+00.00 | S 31 39' 11.3" W | | C/L Spout Springs Road | |
| REC'D BAW | PAR 74/29/292 | | | | | DE20161 |
| 4189 | 162.00 L | 291+00.00 | S 31 39' 11.3" W | | C/L Spout Springs Road | |
| RETOUR | PAR 74/29/292 | | | | | DE20161 |
| REMAINER | 0.722 ACRES | | | | | |

74 TODD L. GREEN
SEE SHEET 35

| PT | OFFSET | STATION | BEARING | RETO BAW | ALIGNMENT | DETOUR |
|-----------|---------------|-----------|-------------------|----------|------------------------|---------|
| REC'D BAW | PAR 74/29/292 | | | | | DE20614 |
| 4200 | 5.75 L | 300+00.00 | N 300+00.00 | | C/L Spout Springs Road | |
| 4202 | 6.83 L | 300+00.00 | N 299 28' 39.5" E | | C/L Spout Springs Road | |
| DE21258 | 70.00 L | 300+00.00 | S 19 30' 19.3" W | | C/L Spout Springs Road | |
| DE21257 | 70.00 L | 300+00.00 | N 10 34' 10.1" W | | C/L Spout Springs Road | |
| DE21258 | 55.00 L | 300+00.00 | N 299 45' 40.3" E | | C/L Spout Springs Road | |
| DE21259 | 55.00 L | 300+00.00 | N 10 34' 10.1" W | | C/L Spout Springs Road | |
| REC'D BAW | PAR 74/29/292 | | | | | DE20614 |
| 4200 | 5.75 L | 300+00.00 | N 300+00.00 | | C/L Spout Springs Road | |
| RETOUR | PAR 74/29/292 | | | | | DE20614 |
| REMAINER | 0.722 ACRES | | | | | |

75 KENNETH A. SUTTER, SR AND KENNETH SUTTER, JR
SEE SHEET 35

| PT | OFFSET | STATION | BEARING | RETO BAW | ALIGNMENT | DETOUR |
|-----------|---------------|-----------|------------------|----------|------------------------|---------|
| REC'D BAW | PAR 75/29/298 | | | | | DE20615 |
| 4198 | 5.00 L | 301+00.00 | N 301+00.00 | | C/L Spout Springs Road | |
| 4200 | 5.95 L | 301+00.00 | N 10 01' 18.5" E | | C/L Spout Springs Road | |
| DE21259 | 55.00 L | 301+00.00 | S 19 30' 19.3" W | | C/L Spout Springs Road | |
| DE21260 | 55.00 L | 301+00.00 | N 10 34' 10.1" W | | C/L Spout Springs Road | |
| 4198 | 5.00 L | 301+00.00 | N 301+00.00 | | C/L Spout Springs Road | |
| REC'D BAW | PAR 75/29/298 | | | | | DE20615 |
| 4198 | 5.00 L | 301+00.00 | N 301+00.00 | | C/L Spout Springs Road | |
| RETOUR | PAR 75/29/298 | | | | | DE20615 |
| REMAINER | 0.714 ACRES | | | | | |

76 PERFECTO & JULIA D. LOPEZ
SEE SHEET 35

| PT | OFFSET | STATION | BEARING | RETO BAW | ALIGNMENT | DETOUR |
|-----------|---------------|-----------|------------------|----------|------------------------|---------|
| REC'D BAW | PAR 76/29/301 | | | | | DE20166 |
| 4216 | 14.50 R | 300+00.00 | N 10 01' 18.5" W | | C/L Spout Springs Road | |
| 4214 | 17.13 R | 300+00.00 | N 300+00.00 | | C/L Spout Springs Road | |
| DE20507 | 90.00 R | 300+00.00 | N 300+00.00 | | C/L Spout Springs Road | |
| DE20508 | 90.00 R | 300+00.00 | S 10 34' 10.1" E | | C/L Spout Springs Road | |
| DE20481 | 110.00 R | 300+00.00 | S 81 22' 23.8" E | | C/L Spout Springs Road | |
| REC'D BAW | PAR 76/29/301 | | | | | DE20166 |
| 4216 | 14.50 R | 300+00.00 | N 10 01' 18.5" W | | C/L Spout Springs Road | |
| RETOUR | PAR 76/29/301 | | | | | DE20166 |
| REMAINER | 0.720 ACRES | | | | | |

PERCENT - PAR 75/29/293 EASMT. FOR CONST. AND MAINT. OF SLOPES, UTILITIES, AND DRAINAGE.

| PT | OFFSET | STATION | BEARING | RETO BAW | ALIGNMENT | DETOUR |
|-------------|-------------|-----------|------------------|----------|------------------------|--------|
| DE21105 | 72.50 R | 290+00.00 | N 10 01' 18.5" W | | C/L Spout Springs Road | |
| 4076 | 74.50 R | 300+00.00 | N 300+00.00 | | C/L Spout Springs Road | |
| DE20981 | 110.00 R | 300+00.00 | S 10 34' 10.1" E | | C/L Spout Springs Road | |
| DE21106 | 110.00 R | 290+00.00 | N 10 34' 10.1" W | | C/L Spout Springs Road | |
| REC'D EASMT | 6419.99 SF | | | | | |
| REC'D EASMT | 0.151 ACRES | | | | | |

PERCENT - PAR 74/29/292 EASMT. FOR CONST. AND MAINT. OF SLOPES, UTILITIES, AND DRAINAGE.

| PT | OFFSET | STATION | BEARING | RETO BAW | ALIGNMENT | DETOUR |
|-------------|-------------|-----------|-------------------|----------|------------------------|--------|
| DE21259 | 55.00 L | 300+00.00 | N 299 28' 39.5" E | | C/L Spout Springs Road | |
| DE21258 | 55.00 L | 300+00.00 | S 20 21' 39.4" W | | C/L Spout Springs Road | |
| DE21257 | 70.00 L | 300+00.00 | N 10 34' 10.1" W | | C/L Spout Springs Road | |
| DE21258 | 70.00 L | 300+00.00 | S 19 30' 19.3" W | | C/L Spout Springs Road | |
| DE20985 | 135.00 SR | 300+00.00 | S 71 47' 41.4" W | | C/L Spout Springs Road | |
| DE21259 | 55.00 L | 300+00.00 | N 10 34' 10.1" W | | C/L Spout Springs Road | |
| REC'D EASMT | 7143.65 SF | | | | | |
| REC'D EASMT | 0.169 ACRES | | | | | |

PERCENT - PAR 75/29/298 EASMT. FOR CONST. AND MAINT. OF SLOPES, UTILITIES, AND DRAINAGE.

| PT | OFFSET | STATION | BEARING | RETO BAW | ALIGNMENT | DETOUR |
|-------------|-------------|-----------|------------------|----------|------------------------|--------|
| DE21260 | 55.00 L | 301+00.00 | N 10 34' 10.1" W | | C/L Spout Springs Road | |
| DE20496 | 130.00 SR | 301+00.00 | S 19 30' 19.3" W | | C/L Spout Springs Road | |
| DE20501 | 110.00 L | 301+00.00 | N 10 34' 10.1" W | | C/L Spout Springs Road | |
| DE21260 | 55.00 L | 301+00.00 | N 10 34' 10.1" W | | C/L Spout Springs Road | |
| REC'D EASMT | 5900.18 SF | | | | | |
| REC'D EASMT | 0.149 ACRES | | | | | |

PERCENT - PAR 76/29/301 EASMT. FOR CONST. AND MAINT. OF SLOPES, UTILITIES, AND DRAINAGE.

| PT | OFFSET | STATION | BEARING | RETO BAW | ALIGNMENT | DETOUR |
|---------|----------|-----------|-------------|----------|------------------------|--------|
| DE20509 | 90.00 R | 300+00.00 | N 300+00.00 | | C/L Spout Springs Road | |
| DE20510 | 135.00 R | 300+00.00 | N 300+00.00 | | C/L Spout Springs Road | |
| DE20509 | 90.00 R | 300+00.00 | N 300+00.00 | | C/L Spout Springs Road | |



| DATE | REVISIONS | DATE | REVISIONS |
|------|-----------|------|-----------|
| | | | |
| | | | |
| | | | |

HALL COUNTY
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY DATA
PROJECT NO: 0015280
COUNTY: HALL
LAND DISTRICT: M/A
GMD: 1419 / 1392 / M/A
DATE: 9/28/22 SH 35 OF 47

86 DAYSHA SCOTT
SEE SHEET 40

REC'D RW - PAR 86/5780 DE20188
PHI 07/357/0/0/ST ALIGNMENT
4133 32.12 L 10+00.14 Dorton Henry Road
021255 02.66 R 10+05.00 193.53 W C/L Spout Springs Road
021257 21.00 L 11+15.35 32.77 E Dorton Henry Road
4133 32.12 L 11+25.35 48.97 W Dorton Henry Road
REC'D RW . 347.16 SF
REARWATER . 17.00 SF
REARWATER . 17.00 SF
AREAS

PSWT - PAR 86/5780 ESMT, FOR CONST. AND MAINT. OF SLOPES, UTILITIES, AND DRAINAGE. DE20189
PHI 07/357/0/0/ST ALIGNMENT
021258 25.17 L 11+35.00
021257 27.00 L 11+45.00 48.97 W Dorton Henry Road
021259 35.11 L 11+55.35 32.77 W Dorton Henry Road
021680 35.00 L 11+70.00 57.25 S E Dorton Henry Road
021258 25.18 S 11+75.37 E Dorton Henry Road
REC'D ESMT . 642.94 SF
REC'D ESMT . 6.05 AREAS

DWSMT - PAR 86/5780 REC'D DWP, ESMT, DE20190
PHI 07/357/0/0/ST ALIGNMENT
021261 34.60 L 11+50.00 Dorton Henry Road
021262 33.50 L 11+55.00 Dorton Henry Road
021263 45.00 L 11+60.00 Dorton Henry Road
021261 34.60 L 11+60.00 Dorton Henry Road

87 JOSHUA D. YOUNG
SEE SHEETS 40, 42

REC'D RW - PAR 87/5781 DE20624
PHI 07/357/0/0/ST ALIGNMENT
022150 55.00 L 10+12.00 15.34 E C/L Spout Springs Road
022151 55.00 L 10+17.25 32.77 W C/L Spout Springs Road
022152 55.00 L 10+22.50 48.97 W C/L Spout Springs Road
022153 55.00 L 10+27.75 65.14 W C/L Spout Springs Road
022154 55.00 L 10+33.00 81.31 W C/L Spout Springs Road
022155 55.00 L 10+38.25 97.48 W C/L Spout Springs Road
022156 55.00 L 10+43.50 113.65 W C/L Spout Springs Road
022157 55.00 L 10+48.75 129.82 W C/L Spout Springs Road
022158 55.00 L 10+54.00 145.99 W C/L Spout Springs Road
022159 55.00 L 10+59.25 162.16 W C/L Spout Springs Road
022160 55.00 L 10+64.50 178.33 W C/L Spout Springs Road
022161 55.00 L 10+69.75 194.50 W C/L Spout Springs Road
022162 55.00 L 10+75.00 210.67 W C/L Spout Springs Road
022163 55.00 L 10+80.25 226.84 W C/L Spout Springs Road
022164 55.00 L 10+85.50 243.01 W C/L Spout Springs Road
022165 55.00 L 10+90.75 259.18 W C/L Spout Springs Road
022166 55.00 L 10+96.00 275.35 W C/L Spout Springs Road
022167 55.00 L 11+01.25 291.52 W C/L Spout Springs Road
022168 55.00 L 11+06.50 307.69 W C/L Spout Springs Road
022169 55.00 L 11+11.75 323.86 W C/L Spout Springs Road
022170 55.00 L 11+17.00 340.03 W C/L Spout Springs Road
022171 55.00 L 11+22.25 356.20 W C/L Spout Springs Road
022172 55.00 L 11+27.50 372.37 W C/L Spout Springs Road
022173 55.00 L 11+32.75 388.54 W C/L Spout Springs Road
022174 55.00 L 11+38.00 404.71 W C/L Spout Springs Road
022175 55.00 L 11+43.25 420.88 W C/L Spout Springs Road
022176 55.00 L 11+48.50 437.05 W C/L Spout Springs Road
022177 55.00 L 11+53.75 453.22 W C/L Spout Springs Road
022178 55.00 L 11+59.00 469.39 W C/L Spout Springs Road
022179 55.00 L 11+64.25 485.56 W C/L Spout Springs Road
022180 55.00 L 11+69.50 501.73 W C/L Spout Springs Road
022181 55.00 L 11+74.75 517.90 W C/L Spout Springs Road
022182 55.00 L 11+80.00 534.07 W C/L Spout Springs Road
022183 55.00 L 11+85.25 550.24 W C/L Spout Springs Road
022184 55.00 L 11+90.50 566.41 W C/L Spout Springs Road
022185 55.00 L 11+95.75 582.58 W C/L Spout Springs Road
022186 55.00 L 12+00.00 598.75 W C/L Spout Springs Road
022187 55.00 L 12+05.25 614.92 W C/L Spout Springs Road
022188 55.00 L 12+10.50 631.09 W C/L Spout Springs Road
022189 55.00 L 12+15.75 647.26 W C/L Spout Springs Road
022190 55.00 L 12+21.00 663.43 W C/L Spout Springs Road
022191 55.00 L 12+26.25 679.60 W C/L Spout Springs Road
022192 55.00 L 12+31.50 695.77 W C/L Spout Springs Road
022193 55.00 L 12+36.75 711.94 W C/L Spout Springs Road
022194 55.00 L 12+42.00 728.11 W C/L Spout Springs Road
022195 55.00 L 12+47.25 744.28 W C/L Spout Springs Road
022196 55.00 L 12+52.50 760.45 W C/L Spout Springs Road
022197 55.00 L 12+57.75 776.62 W C/L Spout Springs Road
022198 55.00 L 13+02.00 792.79 W C/L Spout Springs Road
022199 55.00 L 13+07.25 808.96 W C/L Spout Springs Road
022200 55.00 L 13+12.50 825.13 W C/L Spout Springs Road
022201 55.00 L 13+17.75 841.30 W C/L Spout Springs Road
022202 55.00 L 13+23.00 857.47 W C/L Spout Springs Road
022203 55.00 L 13+28.25 873.64 W C/L Spout Springs Road
022204 55.00 L 13+33.50 889.81 W C/L Spout Springs Road
022205 55.00 L 13+38.75 905.98 W C/L Spout Springs Road
022206 55.00 L 13+44.00 922.15 W C/L Spout Springs Road
022207 55.00 L 13+49.25 938.32 W C/L Spout Springs Road
022208 55.00 L 13+54.50 954.49 W C/L Spout Springs Road
022209 55.00 L 14+00.00 970.66 W C/L Spout Springs Road
022210 55.00 L 14+05.25 986.83 W C/L Spout Springs Road
022211 55.00 L 14+10.50 1003.00 W C/L Spout Springs Road
022212 55.00 L 14+15.75 1019.17 W C/L Spout Springs Road
022213 55.00 L 14+21.00 1035.34 W C/L Spout Springs Road
022214 55.00 L 14+26.25 1051.51 W C/L Spout Springs Road
022215 55.00 L 14+31.50 1067.68 W C/L Spout Springs Road
022216 55.00 L 14+36.75 1083.85 W C/L Spout Springs Road
022217 55.00 L 14+42.00 1100.02 W C/L Spout Springs Road
022218 55.00 L 14+47.25 1116.19 W C/L Spout Springs Road
022219 55.00 L 14+52.50 1132.36 W C/L Spout Springs Road
022220 55.00 L 14+57.75 1148.53 W C/L Spout Springs Road
022221 55.00 L 15+02.00 1164.70 W C/L Spout Springs Road
022222 55.00 L 15+07.25 1180.87 W C/L Spout Springs Road
022223 55.00 L 15+12.50 1197.04 W C/L Spout Springs Road
022224 55.00 L 15+17.75 1213.21 W C/L Spout Springs Road
022225 55.00 L 15+23.00 1229.38 W C/L Spout Springs Road
022226 55.00 L 15+28.25 1245.55 W C/L Spout Springs Road
022227 55.00 L 15+33.50 1261.72 W C/L Spout Springs Road
022228 55.00 L 15+38.75 1277.89 W C/L Spout Springs Road
022229 55.00 L 15+44.00 1294.06 W C/L Spout Springs Road
022230 55.00 L 15+49.25 1310.23 W C/L Spout Springs Road
022231 55.00 L 15+54.50 1326.40 W C/L Spout Springs Road
022232 55.00 L 15+59.75 1342.57 W C/L Spout Springs Road
022233 55.00 L 16+05.00 1358.74 W C/L Spout Springs Road
022234 55.00 L 16+10.25 1374.91 W C/L Spout Springs Road
022235 55.00 L 16+15.50 1391.08 W C/L Spout Springs Road
022236 55.00 L 16+20.75 1407.25 W C/L Spout Springs Road
022237 55.00 L 16+26.00 1423.42 W C/L Spout Springs Road
022238 55.00 L 16+31.25 1439.59 W C/L Spout Springs Road
022239 55.00 L 16+36.50 1455.76 W C/L Spout Springs Road
022240 55.00 L 16+41.75 1471.93 W C/L Spout Springs Road
022241 55.00 L 16+47.00 1488.10 W C/L Spout Springs Road
022242 55.00 L 16+52.25 1504.27 W C/L Spout Springs Road
022243 55.00 L 16+57.50 1520.44 W C/L Spout Springs Road
022244 55.00 L 17+02.75 1536.61 W C/L Spout Springs Road
022245 55.00 L 17+08.00 1552.78 W C/L Spout Springs Road
022246 55.00 L 17+13.25 1568.95 W C/L Spout Springs Road
022247 55.00 L 17+18.50 1585.12 W C/L Spout Springs Road
022248 55.00 L 17+23.75 1601.29 W C/L Spout Springs Road
022249 55.00 L 17+29.00 1617.46 W C/L Spout Springs Road
022250 55.00 L 17+34.25 1633.63 W C/L Spout Springs Road
022251 55.00 L 17+39.50 1649.80 W C/L Spout Springs Road
022252 55.00 L 17+44.75 1665.97 W C/L Spout Springs Road
022253 55.00 L 17+50.00 1682.14 W C/L Spout Springs Road
022254 55.00 L 17+55.25 1698.31 W C/L Spout Springs Road
022255 55.00 L 18+00.00 1714.48 W C/L Spout Springs Road
022256 55.00 L 18+05.25 1730.65 W C/L Spout Springs Road
022257 55.00 L 18+10.50 1746.82 W C/L Spout Springs Road
022258 55.00 L 18+15.75 1762.99 W C/L Spout Springs Road
022259 55.00 L 18+21.00 1779.16 W C/L Spout Springs Road
022260 55.00 L 18+26.25 1795.33 W C/L Spout Springs Road
022261 55.00 L 18+31.50 1811.50 W C/L Spout Springs Road
022262 55.00 L 18+36.75 1827.67 W C/L Spout Springs Road
022263 55.00 L 18+42.00 1843.84 W C/L Spout Springs Road
022264 55.00 L 18+47.25 1859.01 W C/L Spout Springs Road
022265 55.00 L 18+52.50 1875.18 W C/L Spout Springs Road
022266 55.00 L 18+57.75 1891.35 W C/L Spout Springs Road
022267 55.00 L 19+02.00 1907.52 W C/L Spout Springs Road
022268 55.00 L 19+07.25 1923.69 W C/L Spout Springs Road
022269 55.00 L 19+12.50 1939.86 W C/L Spout Springs Road
022270 55.00 L 19+17.75 1956.03 W C/L Spout Springs Road
022271 55.00 L 19+23.00 1972.20 W C/L Spout Springs Road
022272 55.00 L 19+28.25 1988.37 W C/L Spout Springs Road
022273 55.00 L 19+33.50 2004.54 W C/L Spout Springs Road
022274 55.00 L 19+38.75 2020.71 W C/L Spout Springs Road
022275 55.00 L 19+44.00 2036.88 W C/L Spout Springs Road
022276 55.00 L 19+49.25 2053.05 W C/L Spout Springs Road
022277 55.00 L 19+54.50 2069.22 W C/L Spout Springs Road
022278 55.00 L 20+00.00 2085.39 W C/L Spout Springs Road
022279 55.00 L 20+05.25 2101.56 W C/L Spout Springs Road
022280 55.00 L 20+10.50 2117.73 W C/L Spout Springs Road
022281 55.00 L 20+15.75 2133.90 W C/L Spout Springs Road
022282 55.00 L 20+21.00 2150.07 W C/L Spout Springs Road
022283 55.00 L 20+26.25 2166.24 W C/L Spout Springs Road
022284 55.00 L 20+31.50 2182.41 W C/L Spout Springs Road
022285 55.00 L 20+36.75 2198.58 W C/L Spout Springs Road
022286 55.00 L 20+42.00 2214.75 W C/L Spout Springs Road
022287 55.00 L 20+47.25 2230.92 W C/L Spout Springs Road
022288 55.00 L 20+52.50 2247.09 W C/L Spout Springs Road
022289 55.00 L 20+57.75 2263.26 W C/L Spout Springs Road
022290 55.00 L 21+02.00 2279.43 W C/L Spout Springs Road
022291 55.00 L 21+07.25 2295.60 W C/L Spout Springs Road
022292 55.00 L 21+12.50 2311.77 W C/L Spout Springs Road
022293 55.00 L 21+17.75 2327.94 W C/L Spout Springs Road
022294 55.00 L 21+23.00 2344.11 W C/L Spout Springs Road
022295 55.00 L 21+28.25 2360.28 W C/L Spout Springs Road
022296 55.00 L 21+33.50 2376.45 W C/L Spout Springs Road
022297 55.00 L 21+38.75 2392.62 W C/L Spout Springs Road
022298 55.00 L 21+44.00 2408.79 W C/L Spout Springs Road
022299 55.00 L 21+49.25 2424.96 W C/L Spout Springs Road
022300 55.00 L 21+54.50 2441.13 W C/L Spout Springs Road
022301 55.00 L 21+59.75 2457.30 W C/L Spout Springs Road
022302 55.00 L 22+05.00 2473.47 W C/L Spout Springs Road
022303 55.00 L 22+10.25 2489.64 W C/L Spout Springs Road
022304 55.00 L 22+15.50 2505.81 W C/L Spout Springs Road
022305 55.00 L 22+20.75 2521.98 W C/L Spout Springs Road
022306 55.00 L 22+26.00 2538.15 W C/L Spout Springs Road
022307 55.00 L 22+31.25 2554.32 W C/L Spout Springs Road
022308 55.00 L 22+36.50 2570.49 W C/L Spout Springs Road
022309 55.00 L 22+41.75 2586.66 W C/L Spout Springs Road
022310 55.00 L 22+47.00 2602.83 W C/L Spout Springs Road
022311 55.00 L 22+52.25 2619.00 W C/L Spout Springs Road
022312 55.00 L 22+57.50 2635.17 W C/L Spout Springs Road
022313 55.00 L 23+02.75 2651.34 W C/L Spout Springs Road
022314 55.00 L 23+08.00 2667.51 W C/L Spout Springs Road
022315 55.00 L 23+13.25 2683.68 W C/L Spout Springs Road
022316 55.00 L 23+18.50 2699.85 W C/L Spout Springs Road
022317 55.00 L 23+23.75 2716.02 W C/L Spout Springs Road
022318 55.00 L 23+29.00 2732.19 W C/L Spout Springs Road
022319 55.00 L 23+34.25 2748.36 W C/L Spout Springs Road
022320 55.00 L 23+39.50 2764.53 W C/L Spout Springs Road
022321 55.00 L 23+44.75 2780.70 W C/L Spout Springs Road
022322 55.00 L 23+50.00 2796.87 W C/L Spout Springs Road
022323 55.00 L 23+55.25 2813.04 W C/L Spout Springs Road
022324 55.00 L 24+00.00 2829.21 W C/L Spout Springs Road
022325 55.00 L 24+05.25 2845.38 W C/L Spout Springs Road
022326 55.00 L 24+10.50 2861.55 W C/L Spout Springs Road
022327 55.00 L 24+15.75 2877.72 W C/L Spout Springs Road
022328 55.00 L 24+21.00 2893.89 W C/L Spout Springs Road
022329 55.00 L 24+26.25 2910.06 W C/L Spout Springs Road
022330 55.00 L 24+31.50 2926.23 W C/L Spout Springs Road
022331 55.00 L 24+36.75 2942.40 W C/L Spout Springs Road
022332 55.00 L 24+42.00 2958.57 W C/L Spout Springs Road
022333 55.00 L 24+47.25 2974.74 W C/L Spout Springs Road
022334 55.00 L 24+52.50 2990.91 W C/L Spout Springs Road
022335 55.00 L 24+57.75 3007.08 W C/L Spout Springs Road
022336 55.00 L 25+02.00 3023.25 W C/L Spout Springs Road
022337 55.00 L 25+07.25 3039.42 W C/L Spout Springs Road
022338 55.00 L 25+12.50 3055.59 W C/L Spout Springs Road
022339 55.00 L 25+17.75 3071.76 W C/L Spout Springs Road
022340 55.00 L 25+23.00 3087.93 W C/L Spout Springs Road
022341 55.00 L 25+28.25 3104.10 W C/L Spout Springs Road
022342 55.00 L 25+33.50 3120.27 W C/L Spout Springs Road
022343 55.00 L 25+38.75 3136.44 W C/L Spout Springs Road
022344 55.00 L 25+44.00 3152.61 W C/L Spout Springs Road
022345 55.00 L 25+49.25 3168.78 W C/L Spout Springs Road
022346 55.00 L 25+54.50 3184.95 W C/L Spout Springs Road
022347 55.00 L 26+00.00 3201.12 W C/L Spout Springs Road
022348 55.00 L 26+05.25 3217.29 W C/L Spout Springs Road
022349 55.00 L 26+10.50 3233.46 W C/L Spout Springs Road
022350 55.00 L 26+15.75 3249.63 W C/L Spout Springs Road
022351 55.00 L 26+21.00 3265.80 W C/L Spout Springs Road
022352 55.00 L 26+26.25 3281.97 W C/L Spout Springs Road
022353 55.00 L 26+31.50 3298.14 W C/L Spout Springs Road
022354 55.00 L 26+36.75 3314.31 W C/L Spout Springs Road
022355 55.00 L 26+42.00 3330.48 W C/L Spout Springs Road
022356 55.00 L 26+47.25 3346.65 W C/L Spout Springs Road
022357 55.00 L 26+52.50 3362.82 W C/L Spout Springs Road
022358 55.00 L 26+57.75 3378.99 W C/L Spout Springs Road
022359 55.00 L 27+02.00 3395.16 W C/L Spout Springs Road
022360 55.00 L 27+07.25 3411.33 W C/L Spout Springs Road
022361 55.00 L 27+12.50 3427.50 W C/L Spout Springs Road
022362 55.00 L 27+17.75 3443.67 W C/L Spout Springs Road
022363 55.00 L 27+23.00 3459.84 W C/L Spout Springs Road
022364 55.00 L 27+28.25 3476.01 W C/L Spout Springs Road
022365 55.00 L 27+33.50 3492.18 W C/L Spout Springs Road
022366 55.00 L 27+38.75 3508.35 W C/L Spout Springs Road
022367 55.00 L 27+44.00 3524.52 W C/L Spout Springs Road
022368 55.00 L 27+49.25 3540.69 W C/L Spout Springs Road
022369 55.00 L 27+54.50 3556.86 W C/L Spout Springs Road
022370 55.00 L 28+00.00 3573.03 W C/L Spout Springs Road
022371 55.00 L 28+05.25 3589.20 W C/L Spout Springs Road
022372 55.00 L 28+10.50 3605.37 W C/L Spout Springs Road
022373 55.00 L 28+15.75 3621.54 W C/L Spout Springs Road
022374 55.00 L 28+21.00 3637.71 W C/L Spout Springs Road
022375 55.00 L 28+26.25 3653.88 W C/L Spout Springs Road
022376 55.00 L 28+31.50 3670.05 W C/L Spout Springs Road
022377 55.00 L 28+36.75 3686.22 W C/L Spout Springs Road
022378 55.00 L 28+42.00 3702.39 W C/L Spout Springs Road
022379 55.00 L 28+47.25 3718.56 W C/L Spout Springs Road
022380 55.00 L 28+52.50 3734.73 W C/L Spout Springs Road
022381 55.00 L 28+57.75 3750.90 W C/L Spout Springs Road
022382 55.00 L 29+02.00 3767.07 W C/L Spout Springs Road
022383 55.00 L 29+07.25 3783.24 W C/L Spout Springs Road
022384 55.00 L 29+12.50 3799.41 W C/L Spout Springs Road
022385 55.00 L 29+17.75 3815.58 W C/L Spout Springs Road
022386 55.00 L 29+23.00 3831.75 W C/L Spout Springs Road
022387 55.00 L 29+28.25 3847.92 W C/L Spout Springs Road
022388 55.00 L 29+33.50 3864.09 W C/L Spout Springs Road
022389 55.00 L 29+38.75 3880.26 W C/L Spout Springs Road
022390 55.00 L 29+44.00 3896.43 W C/L Spout Springs Road
022391 55.00 L 29+49.25 3912.60 W C/L Spout Springs Road
022392 55.00 L 29+54.50 3928.77 W C/L Spout Springs Road
022393 55.00 L 30+00.00 3944.94 W C/L Spout Springs Road
022394 55.00 L 30+05.25 3961.11 W C/L Spout Springs Road
022395 55.00 L 30+10.50 3977.28 W C/L Spout Springs Road
022396 55.00 L 30+15.75 3993.45 W C/L Spout Springs Road
022397 55.00 L 30+21.00 4009.62 W C/L Spout Springs Road
022398 55.00 L 30+26.25 4025.79 W C/L Spout Springs Road
022399 55.00 L 30+31.50 4041.96 W C/L Spout Springs Road
022400 55.00 L 30+36.75 4058.13 W C/L Spout Springs Road
022401 55.00 L 30+42.00 4074.30 W C/L Spout Springs Road
022402 55.00 L 30+47.25 4090.47 W C/L Spout Springs Road
022403 55.00 L 30+52.50 4106.64 W C/L Spout Springs Road
022404 55.00 L 30+57.75 4122.81 W C/L Spout Springs Road
022405 55.00 L 31+02.00 4138.98 W C/L Spout Springs Road
022406 55.00 L 31+07.25 4155.15 W C/L Spout Springs Road
022407 55.00 L 31+12.50 4171.32 W C/L Spout Springs Road
022408 55.00 L 31+17.75 4187.49 W C/L Spout Springs Road
022409 55.00 L 31+23.00 4203.66 W C/L Spout Springs Road
022410 55.00 L 31+28.25 4219.83 W C/L Spout Springs Road
022411 55.00 L 31+33.50 4236.00 W C/L Spout Springs Road
022412 55.00 L 31+38.75 4252.17 W C/L Spout Springs Road
022413 55.00 L 31+44.00 4268.34 W C/L Spout Springs Road
022414 55.00 L 31+49.25 4284.51 W C/L Spout Springs Road
022415 55.00 L 31+54.50 4300.68 W C/L Spout Springs Road
022416 55.00 L 32+00.00 4316.85 W C/L Spout Springs Road
022417 55.00 L 32+05.25 4333.02 W C/L Spout Springs Road
022418 55.00 L 32+10.50 4349.19 W C/L Spout Springs Road
022419 55.00 L 32+15.75 4365.36 W C/L Spout Springs Road
022420 55.00 L 32+21.00 4381.53 W C/L Spout Springs Road
022421 55.00 L 32+26.25 4397.70 W C/L Spout Springs Road
022422 55.00 L 32+31.50 4413.87 W C/L Spout Springs Road
022423 55.00 L 32+36.75 4430.04 W C/L Spout Springs Road
022424 55.00 L 32+42.00 4446.21 W C/L Spout Springs Road
022425 55.00 L 32+47.25 4462.38 W C/L Spout Springs Road
022426 55.00 L 32+52.50 4478.55 W C/L Spout Springs Road
022427 55.00 L 32+57.75 4494.72 W C/L Spout Springs Road
022428 55.00 L 33+02.00 4510.89 W C/L Spout Springs Road
022429 55.00 L 33+07.25 4527.06 W C/L Spout Springs Road
022430 55.00 L 33+12.50 4543.23 W C/L Spout Springs Road
022431 55.00 L 33+17.75 4559.40 W C/L Spout Springs Road
022432 55.00 L 33+23.00 4575.57 W C/L Spout Springs Road
022433 55.00 L 33+28.25 4591.74 W C/L Spout Springs Road
022434 55.00 L 33+33.50 4607.91 W C/L Spout Springs Road
022435 55.00 L 33+38.75 4624.08 W C/L Spout Springs Road
022436 55.00 L 33+44.00 4640.25 W C/L Spout Springs Road
022437 55.00 L 33+49.25 4656.42 W C/L Spout Springs Road
022438 55.00 L 33+54.50 4672.59 W C/L Spout Springs Road
022439 55.00 L 34+0



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (08/19/24)

REPORT TO: Voting Meeting (08/22/24)

ITEM NO: 453/2024

SUBJECT: Approval and authorization for the Chairman or Vice Chairman to execute a Settlement Agreement for the purchase of real property located at 7202 Sherwood Mill Drive, Hall County, Georgia, tax parcel number 15041 000131, for the sum of \$610,302.00, which includes qualifying moving expenses in the amount of \$3,525.00, required for the construction of the Spout Springs Road Phase 2 Project, and authorization for the Chairman or Vice Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 08/19/24

Voting Meeting Date: 08/22/24

Executive Summary:

Presenter: BN
Recommendation: Approve.

Purpose of Request:

Approval and authorization for the Chairman or Vice Chairman to execute a Settlement Agreement for the purchase of real property located at 7202 Sherwood Mill Drive, Hall County, Georgia, tax parcel number 15041 000131, for the sum of \$610,302.00, which includes qualifying moving expenses in the amount of \$3,525.00, required for the construction of the Spout Springs Road Phase 2 Project, and authorization for the Chairman or Vice Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

History:

The Spout Springs Road project was initially a single six mile project until GDOT decided to phase the improvements due to funding constraints. The right-of-way coordination took place with property owners but the acquisition of parcels along Phase 2 was deferred. The construction of Phase 1 is complete and the Public Works Department is currently working on updating the environmental documents, construction documents, right-of-way acquisition for Phase 2.

Facts and Issues:

Hall County is in the process of acquiring land for the Spout Springs Road Phase 2 project, and it is necessary that land acquisitions be approved by the Board of Commissioners during a public meeting.

Options:

Funding Requested \$ 610,302.00
Are funds within current budget? Yes
Source of Funds SPLOST VIII
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No
Has it been reviewed by the County Attorney? No
Is there a deadline for this item?

Approvals:

| | | | |
|-----------------|-----------------------|---------------|----------------|
| Submit | Approve | Budget | Finance |
| JG | JG | DA | TS |
| Attorney | Administration | | Clerk |
| WLI | CR | | JR |

Attachments:

Financial Supplement
 Settlement Agreement



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

AGENDA ITEM 453/2024

Funds Requested: \$ 610,302.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VIII

No

Funding Source Items:

| Fiscal Year | Fund | Division | Account | Amount |
|--------------------|-----------------|------------------|----------------|---------------|
| 2025 | 324-SPLOST VIII | 4971-ENGINEERING | 541100-LAND | \$610,302.00 |

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions:

Phone:

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter, the “Agreement”) is hereby made and entered into by and between **HALL COUNTY, GEORGIA** (“Hall County”) and **CARL M. AND PATRICIA E. THOMPSON** (hereinafter referred to as “Owners”).

WITNESSETH

WHEREAS, the Board of Commissioners of Hall County, Georgia (the “Board”) authorized the widening and improvement of Spout Springs Road, which road connects the Town of Braselton, Georgia, and the City of Flowery Branch, Georgia, with such improvements including, but not limited to, improved lanes, bicycle and pedestrian facilities, greater road access management, better roadway curvature to enhance safety, and turn lanes where needed for safer roadway operations (the “Spout Springs Project”); and

WHEREAS, the location and design of the Spout Springs Project (P.I. No. 0015280) (hereinafter "the Project" or "Project") were approved by the Georgia Department of Transportation; and

WHEREAS, the Hall County Board of Commissioners (the “Board of Commissioners”) has determined that the Project is for public road purposes as permitted by law; and

WHEREAS, the Board of Commissioners has further determined that to construct the Project it must acquire, by deed or by condemnation proceedings, certain rights of way and easements; and

WHEREAS, Owners are the owners of real property identified as Parcel 43 on the Department of Transportation Plans of the Project, which said property is also identified as Tax Parcel ID Number 15041 000131 and 7202 Sherwood Mill Drive, Flowery Branch, Georgia 30542 (hereinafter "Parcel 43" or "7202 Sherwood Mill Drive, Flowery Branch, Georgia 30542"). A

description of Parcel 43 is attached hereto as **Attachment 1**, and by reference made a part hereof; and

WHEREAS, Hall County has determined that the acquisition of a right of way in fee simple, which is located on Parcel 43, is necessary for the Project, said right of way consisting of 1.035 acres, more or less. A description of said right of way is attached hereto as **Attachment 2**, and by reference made a part hereof; and

WHEREAS, Hall County has determined that the acquisition of a temporary easement, which is located on Parcel 43, is necessary for the Project, said temporary easement consisting of 0.185 acre, more or less. A description of said temporary easement is attached hereto as **Attachment 3**, and by reference made a part hereof (said right of way described in the paragraph above and the temporary easement described in this paragraph are hereinafter collectively referred to as "Acquired Property"); and

WHEREAS, the parties have agreed that the acquisition of Parcel 43 in its entirety is most beneficial to the parties, and the parties have reached an Agreement with regard to the amount of just and adequate compensation to be received for Parcel 43, and in exchange for the receipt of the just and adequate compensation agreed upon, Owners have agreed to forever release, settle, dismiss and waive their claims related to or arising out of any taking for the Project; and

WHEREAS, Hall County and the Owner negotiated in good faith and have agreed that the total sum of \$610,302.00 is just and adequate compensation for Parcel 43 (including the Acquired Property necessary for the Project), all damages, and all expenses (except the mortgage interest differential which will be resolved at a later date) caused by or arising from this acquisition for the Project; and

WHEREAS, the parties desire to settle all claims and avoid any litigation related to Hall

County's acquisition of the Acquired Property, and further desire to memorialize the terms of the purchase of Parcel 43; and

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, Hall County and Owners, intending to be legally bound hereby, do covenant and agree, as follows:

1. The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement. Accordingly, the parties agree that the recitals above are true and accurate and fully incorporated into this Agreement by this reference as if fully set forth herein. The recitals above, therefore, are contractual and not merely recitals.
2. Owners agree to sell to Hall County, and Hall County agrees to purchase from Owners Parcel 43 (7202 Sherwood Mill Drive, Flowery Branch, Georgia 30542) in its entirety and more fully described in Attachment 1—including the right of way described more fully in Attachment 2 and the temporary easement described more fully in Attachment 3, which are necessary for the Project—for the sum of \$606,777.00, to be delivered to Owners no later than August 23, 2024, or as otherwise agreed upon in writing by the parties (“Closing Date”). The parties agree that this transaction is an arm's length transaction.
3. Owners agree that \$606,777.00 for the purchase of Parcel 43 is just and adequate compensation for Parcel 43, in addition to consequential damages, housing study allowance, and any other damages or expenses that may result from the acquisition of Parcel 43 for the Project. Owners waive their rights to any claim for additional

compensation for the acquisition of Parcel 43 except for the compensation specifically agreed to in this Agreement.

4. The closing for the purchase and sale of Parcel 43 shall be held at the offices of Stewart, Melvin & Frost, LLP ("the Firm"), on the Closing Date.
5. Owners agree that on the Closing Date and at the closing, Owners shall execute and deliver a good and sufficient Warranty Deed conveying to Hall County Parcel 43 (7202 Sherwood Mill Drive, Flowery Branch, Georgia 30542) in fee simple free and clear of encumbrances.
6. The parties shall execute a closing statement, affidavits, and other documents in the form and substance reasonably necessary to complete closing. The parties further agree to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all the terms, provisions, and conditions of this Agreement.
7. Seller shall maintain the Property in good condition and shall maintain adequate insurance covering Parcel 43 and the improvements thereon until and through the Closing Date. Should the improvements on Parcel 43 suffer damage prior to conveyance of title, then this Agreement shall continue in full force and effect, and Owners shall assign to Hall County all rights of Owners to the insurance proceeds due by reason of the damage.
8. Prior to closing, Owners shall secure all improvements located on Parcel 43 by locking all entry ways and windows. Keys to all improvements on Parcel 43 (7202 Sherwood Mill Drive, Flowery Branch, Georgia 30542) shall be delivered at the time of closing to Stewart, Melvin & Frost, LLP.
9. Owners agree to vacate Parcel 43 (7202 Sherwood Mill Drive, Flowery Branch, Georgia 30542) no later than sixty days from the Closing Date.

10. Hall County agrees to pay Owners \$3,525.00 for actual reasonable moving expenses. The parties further acknowledge that any mortgage interest differential payment shall be determined at a later date.

11. Miscellaneous Provisions.

- a. The parties have read all the terms of this Agreement and understand and voluntarily accept and agree to all its terms. Further, the parties have been adequately represented and advised by their own legal counsel or knowingly waive their right to do so. Further, the parties enter into this Agreement voluntarily and have not assigned to any other person or party any portion of their claims which are the subject of this Agreement, and the parties confirm that no other person or party is subrogated to any of their rights in this matter. Except as otherwise provided for herein, neither this Agreement nor any right, remedy, obligation, or liability arising hereunder or by reason hereof, shall be assignable by any party, without prior written consent of the other party. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Owners and their heirs, successors, assigns, and transferees.
- b. This Agreement was negotiated and is being delivered, executed, and intended to be performed in the State of Georgia, and its terms and conditions shall be construed and enforced in accordance with the laws of Georgia. The Superior Court of Hall County, Georgia, shall have jurisdiction to resolve any disputes, breaches, or other issues that may arise in association with this Agreement.
- c. This Agreement was jointly prepared by the parties and any uncertainty or ambiguity shall not be construed or interpreted against the drafter.

- d. No representations as to tax consequences, if any, have been made in the provisions of this Agreement.
- e. All property taxes on any property purchased in this Agreement for the current tax year shall be prorated between Owners and Hall County as of the Closing Date. The proceeds withheld for property taxes shall be held by Stewart, Melvin & Frost, LLP in trust and delivered to the Hall County Tax Commissioner no later than November 15, 2024.
- f. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement.
- g. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this agreement shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise or inducement not included in this contract shall be binding upon any party hereto.

IN WITNESS WHEREOF, the Parties have hereunto affixed their hands and seals on the date set forth hereinabove.

Sworn to and subscribed before me this

_____ day of _____, 2024.
Notary Public

CARL M. THOMPSON [SEAL]

Sworn to and subscribed before me this

_____ day of _____, 2024.
Notary Public

PATRICIA E. THOMPSON [SEAL]

**HALL COUNTY BOARD OF
COMMISSIONERS**

Richard Higgins, Chairman

ATTEST:
Jennifer Rivera, County Clerk

Approved as to form:

Hall County Attorney
William J. Linkous, III

4884-4634-2266, v. 1

ATTACHMENT 1

STATE OF GEORGIA

COUNTY OF HALL

OWNERS: CARL M. AND PATRICIA E. THOMPSON

7202 Sherwood Mill Drive

P.I. #: 0015280, PARCEL 43

TAX ID # 15041 000131

All that tract or parcel of land lying and being in Friendship District, (GMD 1419), Hall County, Georgia, being Lot 12, Sherwood Mill subdivision, Phase Two, as shown on a plat of survey recorded in Plat Slide 709, page 175-A - 176A, Hall County, Georgia Plat Records, which plat is incorporated herein and made a part hereof by reference.

ATTACHMENT 2

STATE OF GEORGIA

COUNTY OF HALL

OWNERS: CARL M. AND PATRICIA E. THOMPSON
7202 Sherwood Mill Drive

P.I. #: 0015280, PARCEL 43

TAX ID # 15041 000131

| 43 PATRICIA E. THOMPSON AND CARL M. THOMPSON SEE SHEET 21 | | | |
|---|-----------------|---------------------|----------------------------------|
| RECD - PAR 43/SY318 | | REC'D R/W | 02/20/07 |
| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
| 4404 | 44.39 L | 259+84.86 | C/L Spout Springs Road |
| | 225.23 | S 36°19'46.0" E | |
| 4397 | 44.17 L | 257+55.52 | C/L Spout Springs Road |
| ARC LENGTH • 45.89 | | | |
| CHORD BEAR • S 35°08'03.6" E | | | |
| LNTH CHORD • 45.89 | | | |
| RADIUS • 1100.00 | | | |
| DEGREE • 5°12'31.3" | | | |
| 4398 | 41.15 L | 257+08.29 | C/L Spout Springs Road |
| ARC LENGTH • 48.48 | | | |
| CHORD BEAR • S 12°20'09.9" W | | | |
| LNTH CHORD • 43.37 | | | |
| RADIUS • 30.00 | | | |
| DEGREE • 190°59'09.4" | | | |
| 4395 | 70.20 L | 255+74.75 | C/L Spout Springs Road |
| ARC LENGTH • 40.07 | | | |
| CHORD BEAR • S 54°35'44.3" W | | | |
| LNTH CHORD • 40.05 | | | |
| RADIUS • 449.72 | | | |
| DEGREE • 12°45'16.2" | | | |
| DE20278 | 110.00 L | 256+69.91 | C/L Spout Springs Road |
| ARC LENGTH • 67.87 | | | |
| CHORD BEAR • N 30°19'45.9" W | | | |
| LNTH CHORD • 67.86 | | | |
| RADIUS • 1290.00 | | | |
| DEGREE • 4°26'29.5" | | | |
| DE20219 | 50.00 R | 13+31.46 | Sherwood Mill Dr/Dave Paint Lane |
| | 75.17 | S 52°23'47.5" W | |
| DE20280 | 50.00 R | 12+56.29 | Sherwood Mill Dr/Dave Paint Lane |
| ARC LENGTH • 51.71 | | | |
| CHORD BEAR • S 36°38'19.2" W | | | |
| LNTH CHORD • 51.06 | | | |
| RADIUS • 94.00 | | | |
| DEGREE • 60°57'10.6" | | | |
| DE20281 | 50.00 R | 11+77.08 | Sherwood Mill Dr/Dave Paint Lane |
| | 166.95 | N 48°05'41.1" W | |
| 3680 | 112.92 L | 12+10.95 | Sherwood Mill Dr/Dave Paint Lane |
| | 239.97 | N 32°58'41.9" E | |
| 4404 | 44.39 L | 259+84.85 | C/L Spout Springs Road |
| RECD R/W • 45148.60 SF | | | |
| RECD R/W • 1.035 ACRES | | | |
| REMAINDER • +/- 0.19 ACRES | | | |

ATTACHMENT 3

STATE OF GEORGIA
 COUNTY OF HALL

P.I. #: 0015280, PARCEL 43
 TAX ID # 15041 000131

OWNERS: CARL M. AND PATRICIA E. THOMPSON
 7202 Sherwood Mill Drive

| EASMT - PAR 43/SW3/8 EASMT. FOR DEVD OF EXISTING STRUCTURE DE20571 | | | |
|--|-----------------|---------------------|----------------------------------|
| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
| DE20281 | 50.00 R | 11+77.08 | Sherwood Mill Dr/Dave Point Lane |
| ARC LENGTH • 51.71 | | | |
| CHORD BEAR • N 36°38'19.2" E | | | |
| LNTH CHORD • 51.06 | | | |
| RADIUS • 94.00 | | | |
| DEGREE • 60°51'10.6" | | | |
| DE20280 | 50.00 R | 12+56.29 | Sherwood Mill Dr/Dave Point Lane |
| DE20279 | 50.00 R | 13+31.46 | Sherwood Mill Dr/Dave Point Lane |
| DE20278 | 110.00 L | 256+69.91 | C/L Spout Springs Road |
| ARC LENGTH • 79.46 | | | |
| CHORD BEAR • S 45°58'22.1" W | | | |
| LNTH CHORD • 79.36 | | | |
| RADIUS • 449.22 | | | |
| DEGREE • 12°45'16.2" | | | |
| 4394 | 171.14 R | 11+73.52 | Sherwood Mill Dr/Dave Point Lane |
| 3679 | 104.21 R | 10+84.31 | Sherwood Mill Dr/Dave Point Lane |
| DE20281 | 50.00 R | 11+77.08 | Sherwood Mill Dr/Dave Point Lane |
| REGD EASMT • 8051.38 SF | | | |



AGENDA ITEM

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

REPORT TO: Work Session (08/19/24)

REPORT TO: Voting Meeting (08/22/24)

ITEM NO: 446/2024

SUBJECT: **0 & 4435 Ridge Road | Rezone** | from Planned Residential Development (PRD) & Suburban Shopping (S-S) to Planned Commercial Development (PCD) | on a combined 74.38± acre tract located on the east side of Ridge Road at its intersection with Friendship Road | Zoned PRD & S-S; Tax Parcels 08154 000022 & 000017 | **Proposed Use: Mixed-use development** | Commission District 1 | **Scott Puckett, Inc., applicant**

Meetings:

Work Session Date: 08/19/24

Voting Meeting Date: 08/22/24

Executive Summary:

Presenter: BG

Recommendation:
Withdrawal.

Purpose of Request:
0 & 4435 Ridge Road | Rezone | from Planned Residential Development (PRD) & Suburban Shopping (S-S) to Planned Commercial Development (PCD) | on a combined 74.38± acre tract located on the east side of Ridge Road at its intersection with Friendship Road | Zoned PRD & S-S; Tax Parcels 08154 000022 & 000017 | **Proposed Use: Mixed-use development** | Commission District 1 | **Scott Puckett, Inc., applicant**

History:

Facts and Issues:

Options:

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds

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

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

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

Attachments:

Board Memo
Recommendation Report
Application
Updated Narrative
Original Narrative
Updated Site Plan
Original Site Plan
Maps
Renderings
Deed
Legal Description
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Notice Sign Photos



Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
PLANNING AND ZONING

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
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, Director of Planning & Zoning

Date: August 5, 2024

Subject: **0 & 4435 Ridge Road | Rezone** | from Planned Residential Development (PRD) & Suburban Shopping (S-S) to Planned Commercial Development (PCD) | on a combined 74.38± acre tract | **Proposed Use: Mixed-use development** | **Scott Puckett, Inc., applicant**

The request before you is the request of Scott Puckett, Inc. to withdraw an application to rezone from Planned Residential Development (PRD) & Suburban Shopping (S-S) to Planned Commercial Development (PCD) to allow a mixed-use development. This item is located within Commission District 1.

At their July 15, 2024 meeting, the Hall County Planning Commission voted to recommend withdrawal **(5-0)**.

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

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Scott Puckett, Inc.

Request Rezone | from Planned Residential Development (PRD, 17.180.060) and Suburban Shopping (S-S, 17.140) to Planned Commercial Development (PCD, 17.180.080)

Proposed Use Mixed-use development

Size 74.38± acres

Zoning Current: Planned Residential Development (PRD, 17.180.060) and Suburban Shopping (S-S, 17.140) | Proposed: Planned Commercial Development (PCD, 17.180.080)

Location **0 & 4435 Ridge Road** | 08154 000022 & 000017

Commission District One

Planning Commission Date July 1, 2024

Staff Recommendation **Denial**, as the proposed use is inconsistent with the future land use classification in the Comprehensive Plan.

Record Number HZON24-0013

Planning Commission Recommendation.....**Withdrawal**

Vote: 5-0

Excerpts from the minutes of the July 15, 2024 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, stated the applicant has requested withdrawal.

Motion: A motion to withdraw 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 June 26, 2024, and as described in the project narrative dated June 24, 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 one hotel with a total of 110 rooms, four food and beverage buildings totaling 16,000 square feet, 275 multi-family (apartment) residential units, 212 townhomes, and 74 detached single-family residences.
3. The total density shall not exceed 7.54 units per acre. Hotel units are not included in density calculations.
4. Final review and approval of building elevations is subject to the Director of Planning and Zoning, or their designee
5. Development shall meet the following standards:
 - a. Restaurants shall be no more than 3 stories in height
 - b. The hotel shall be no more than 5 stories in height
 - c. Multi-family residential buildings shall be no more than 4 total stories in height
 - d. Townhomes shall be no more than 4 total stories in height
 - e. Minimum lot size for detached single-family residences shall be 8,000 square feet
 - f. There shall be a minimum of 10 feet between detached single-family residences
6. The minimum heated floor area (HFA) of each single-family home shall be 2,000 square feet.
7. All single-family homes and townhomes shall provide two car garages and driveways to accommodate two cars for parking. Residential driveways shall measure no less than 22 feet in length from the edge of right-of-way to the front of the garage door. All other parking must meet the standards listed in 17.250 of the Official Code of Hall County.
8. Amenities including one pool for the multi-family section, one pool for the single-family section, tennis courts, pickleball courts, parks, mulched trails, and a clubhouse shall be completed prior to fifty percent (50%) of the certificates of occupancy issued for the entire development. Additional amenities may be constructed by the developer at the discretion and approval of the Director of Planning and Zoning or their designee.
9. Access to the development shall be approved by Hall County Engineering Department and/or the Georgia Department of Transportation, as applicable. The recommendations of the traffic study, subject to final review and approval by both Hall County Engineering and the Georgia Department of Transportation, shall be implemented. Any cost associated with these improvements shall be the responsibility of the developer
10. The completed covenants for the subdivision and the documents establishing the property owner's association shall be submitted for review. These documents shall include a provision that would assure maintenance of the amenity package through adequate assessment of the subdivision property and would provide for establishing a lien against any property failing to pay said assessment. These documents shall be recorded simultaneously with the final plat and/or prior to the sale of any lots within the subdivision.

11. All designated open space within the development shall be commonly held and maintained, and shall not be the responsibility of any individual homeowner(s). This common open space ownership shall be included in the deeds created for each lot.
12. Prior to issuance of sign permits, other than general signs permitted pursuant to 17.270.050, the owner/developer shall submit a master sign package for street, wall, internal directional, temporary and other signs to be reviewed and approved by the Director of Planning and Zoning, or their designee.
13. All existing structures on subject parcels must be removed from the property prior to any new residential building permits being issued.
14. The non-residential development shall be subject to the standards of the Gateway Corridors Overlay District (GCOD, 17.420) standards. No variances to Gateway Corridor Overlay Districts standards are granted other than those approved herein (GCOD, 17.420).
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, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.
16. The following statement regarding the potential impacts of agricultural operation 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.

The following should be considered as exceptions to the Official Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:

- 17.180.060.B.2.a - Lot Area
 - Minimum lot area standards of 8,000 square feet for lots served by sanitary sewer. **The overall gross density not to exceed two units per acre.** The minimum lot area for lots without access to sanitary sewer shall be determined by the requirements of the county environmental health department.
 - The applicant proposes an overall density of 7.54 units per acre. **This does not meet the standard.**
- 17.180.060.B.2.c – Setbacks

- i. Minimum front yard setback from the property line of 25 feet.
- ii. Minimum side yard setback from the property line of 5 feet.
- iii. Minimum rear yard setback from the property line of 20 feet.

- The setbacks for the single-family homes are not detailed in the submitted narrative or site plan. **It is unclear as to if this meets the standards.**

- 17.180.060.B.5. – Buffers

- A minimum 50 foot planted buffer shall be established along the perimeter of all property boundaries adjacent to residential and/or non-residential zoning districts to ensure that the planned residential development is appropriately screened. The planted buffers shall conform to the requirements as described in section [17.260.020](#) titled vegetation buffers and vision clearance. In conditions where required stream buffers exist along a perimeter property boundary, the planning director may grant exemptions from the 50 foot planted buffer if a stream buffer meets or exceeds the 50 foot planted buffer width.

- The applicant has proposed a 25-foot transitional buffer. **This does not meet the standard.**

- 17.180.060.B.11.d – Parking

- Parking shall conform to requirements specified in chapter 17.250, in addition to any parking and loading requirements or accessibility guidelines pertaining to the Americans with Disabilities Act. On-street parking is prohibited in all planned residential developments. Off-street parking areas that make it necessary for vehicles to back out directly into a public road, street, or highway are prohibited in all planned residential developments. The following minimum parking ratios must be met for all CBU's:

| • Number of Mailboxes | • Minimum Short-Term Parking Spaces |
|-----------------------|-------------------------------------|
| • 50 or less | • 3 |
| • 50—78 | • 4 |
| • 79—104 | • 5 |
| • 105 or more | • 105 or more |

- Per the submitted narrative and site plan, **it is unclear if the parking meets the standards.**

- Parking for Multi-family requires 1.5 parking spaces per unit (17.250)

- Per the submitted narrative and site plan, **it is unclear if the parking meets the standards.**
- 17.420.050.E.1.b. Parking Lot Design
 - 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 260 parking spaces to serve the commercial portion of the development. **It is unclear if this meets the standards as the specific uses of all buildings have not been identified.**
- 17.420.050.H.1.b. – Architectural standards for non-residential buildings
 - *Building height.* Any non-residential building located within 250 feet of a residential or agricultural use street shall be limited to no more than three stories in height.
 - The applicant has proposed for the hotel to not exceed five stories in height. **This does not meet the standard.**

Summary Analysis

The applicant is requesting to rezone a combined 74.38± acres zoned Planned Residential Development (PRD, 17.180.060) and Suburban Shopping (S-S, 17.140) within the Gateway Corridors Overlay District (GCOD, 17.420) to Planned Commercial Development (PCD, 17.180.080) to develop a mixed-use development. The proposed development includes: 4 restaurants, 1 hotel with 110 rooms, 275-unit multi-family (apartment), 212 townhomes, and 74 single-family detached residences, along with various amenity features. The development has a proposed density of 7.54 dwelling units per acre.

The property is currently undeveloped and heavily wooded. The property includes a stream, which runs through the southern portion of the assemblage. This area is impacted by both the County Studied and FEMA flood zones. According to both the narrative and the site plan, the applicant has indicated that some of the residential lots will include portions of the stream buffer.

The subject property was rezoned from Agricultural Residential (AR-III, 17.100) and Suburban Shopping (S-S, 17.140) to Suburban Shopping (S-S, 17.140) and Planned Residential Development (PRD, 17.180.060) on September 12, 2019, for a 116-lot residential subdivision and shopping center with seven conditions. The applicant is seeking to eliminate the existing conditions with the proposed rezoning.

The applicant is requesting to rezone to PCD to construct a mixed-use development consisting of commercial and residential uses. The commercial portion of the proposed development will consist of a hotel with 110 rooms, and four food and beverage buildings. The four food and beverage structures will be located at the northwest corner of the subject property and will have rooftop space, patios, outdoor seating, and a central plaza. These four structures will have a combined total of 16,000 square feet and will not exceed three stories in height. Individual commercial buildings will vary between 2,000 and

5,000 square feet. The proposed hotel will also be located at the northwest corner of the subject property, near the food and beverage structures, and is proposed to not exceed 5 stories in height. The applicant states that the facades of the commercial buildings will be in compliance with Gateway Corridor Overlay District's standards; however, no renderings have been supplied at this time.

The proposal states that the residential portion of the proposed development will consist of three- to four-story multi-family residential buildings, four-story townhomes, and one- to two-story detached single-family homes with a maximum height of 35 feet. The multi-family residences will offer one- to three-bedroom units, the townhomes will consist of three- to four-bedroom units, and the detached single-family homes will range from a minimum of 2,000 to 2,500 square feet of heated floor space and include three to five bedrooms.

Per the narrative, the townhomes and single-family homes will be finished with brick, stone, board and batten, shake shingles, or lap fiber cement siding on the front facades, with the sides and rear of the residences being fiber cement lap siding. Additionally, the single-family homes and the townhomes will have two-car garages with the townhomes featuring both front-loaded and rear-loaded garages.

The site plan indicates that three access points will serve the development. One entrance will be located on Friendship Road and two entrances will be located on Ridge Road. The entrance on Friendship Road and the northern entrance on Ridge Road will serve the commercial establishments and multi-family residences. The southern entrance on Ridge Road will serve the single-family homes and townhomes. The project narrative states that internal roads will be constructed according to Hall County's development standards. The development includes five-foot wide sidewalks on both sides of the internal streets for pedestrian connectivity. The narrative states that the development includes 22.61 acres as open space and 4.23 acres as amenity area, totaling 36% of the total site area. The open space will include stream buffers, planted and undisturbed exterior buffers, stormwater management facilities, and multiple open areas for passive recreational usage and walking trails.

The applicant has also proposed additional amenity areas to consist of two swimming pools, tennis courts, pickleball courts, parks, mulched walking trails, and a community building with adjacent parking to serve the single-family detached homes, townhomes, and multi-family residences. The site plan appears to depict two mail kiosk areas; however, the number of planned parking spaces has not been provided. Parking for the mail kiosk will be expected to meet standards listed in section 17.180.060.B.11.

The narrative states that the mixed-use development will include one monument sign on Friendship Road and one monument sign at the southern entrance off Ridge Road. A master sign package is expected to be submitted for various other signage throughout the development.

Water services will be provided by City of Gainesville Department of Water Resources with service confirmed in an email dated April 25, 2024. Sanitary sewer services will be provided by Hall County Sewer with service confirmed in a letter dated May 13, 2024.

The submitted traffic impact study was prepared based on the proposed mixed-use development to include a 110-room hotel, 12,000 square feet of restaurant space, 92 detached single-family homes and 113 attached townhomes, and 236 apartment units for 441 total residential units. It should be noted that this study does not match the proposed 561 total residential units included in this proposal or the proposed square footage of restaurant space. The study found the proposed subdivision is expected to generate 326 trips in the morning peak hour, 339 trips in the evening peak hour, and 5,432 daily trips.

The study recommends the access configurations for the proposed entrances to include the construction of turn lanes. However, the study also recommends for the applicant to seek a waiver to avoid a northbound right-turn lane on Ridge Road located at the southern entrance on Ridge Road. Coordination and approval from both GDOT and Hall County Engineering will be required for implementation of recommendations.

Several variances have been identified as part of this request. Any deficiencies identified as part of the plan will be required to comply with the requirements of the PCD and PRD code sections unless specially granted by the board in the conditions of approval.

The applicant states that final completion of the project is anticipated to take 24 to 36 months.

Per section 17.180.080B.8: “If residential uses are proposed in conjunction with the planned commercial development, then the applicable requirements of the planned residential development shall be provided.” The proposed development standards for the residential portion of this 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 | 74.38± acres |
| Number of Units | | Single-family: 74 lots Townhomes: 212 units Multi-family: 275 units Total: 561 |
| Density | 2 units per acre maximum | 7.54 units per acre* |
| Minimum Lot Area | 8,000 sq. ft. | 8,000 sq. ft. (single-family detached) Townhomes: 22 feet width – not located on individual lots |
| Maximum Building Height | | Single-family: 35 feet Townhomes: 4 stories Multi-family: 4 stories |
| Minimum Open Space | 30% | 30.40% |
| Exterior Buffer | 50 feet | 25-foot transitional buffer* |

| | | |
|---|---|---|
| Front Setback (Internal) | 25 feet | Not specified* |
| Side Setback (Internal) | 5 feet | Not specified* |
| Rear Setback (Internal) | 20 feet | Not specified* |
| Parking | Single-family: 2 spaces for each dwelling unit (17.250.020) Multi-family: 1.5 spaces per unit | Single-family & Townhomes: 2 car garages proposed Multi-family: Not specified* |
| Minimum Heated Floor Space | | Single-family: 2,000-2,500 square feet Townhomes: Not specified* Multi-family: Not specified* |
| Garage – % of front façade | 55% when recessed a minimum of 20 feet 40% when semi-flush between 5 and 20 feet behind front wall plan of residence | Not specified* |
| Minimum Sidewalk Width | 5 feet | 5 feet |
| Cluster Mailbox Unit (CBU) | CBU with 4 short-term parking spaces | Not specified* |
| Note: Items marked with an asterisk (*) do not conform to 17.180.060 or are unspecified in the application. | | |

The non-residential development standards are compared with the Gateway Corridors Overlay District standards in the table below:

GCOD Analysis

| Standard | Compliance | Proposed Work | Notes |
|-------------------------------------|-------------------|-----------------------------|---|
| 17.420.050.C – Transitional buffers | Complies | 25-foot transitional buffer | Applicant proposes to include a 25-foot transitional buffer adjacent to residential property. |

| | | | |
|--|-----------------|--|---|
| 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 Friendship Road and Ridge Road. |
| 17.420.050.E – Parking lot design | Unknown | 260 parking spaces for the commercial portion of the development to serve both the hotel and the food and beverage establishments. | Applicant proposes 260 parking spaces to be shared across the Food and Beverage and Hotel uses. The total calculation for parking is dependent on the type of restaurant proposed. However, the code does allow for a 25% reduction for shared parking in some cases. |
| 17.420.050.E – Parking lot design | Complies | 413 parking spaces for the multifamily residential units. | Applicant proposed 1.5 parking spaces per unit. |
| 17.420.050.E – Parking lot design | Complies | 2 spaces per residences | Applicant proposed 2-car garages for single-family and townhomes. |
| 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 | Complies | interconnectivity is supported within the development | Applicant proposed interconnectivity within the development between the commercial, multi-family, and residential uses |
| 17.420.050.H – Architectural standards for non-residential buildings | Does not comply | Hotel is not to exceed 5 stories in height. | The applicant has not provided any architectural renderings, but requests a variance from the height standards for GCOD. In the narrative, the applicant indicated that the building materials and design will meet GCOD standards. |
| 17.420.060 – Signs | Unknown | Two monument signs; one for the commercial portion and one for the residential portion of the development. | The applicant has not provided renderings of the signage. In the narrative, the applicant indicated that they will also submit a master sign package for street, wall, internal directional, temporary, and various other signs for the mixed-use development. |

This proposed mixed-use development was found to qualify as a Development of Regional Impact (DRI). The Hall County Planning and Zoning Department submitted the proposed development to the Georgia Mountains Regional Committee (GMRC) for regional review. The DRI was conducted based on the information provided in the traffic study, which does not correspond exactly to the most recent versions of the narrative and site plan for the proposed development. It is unclear at this time if the study will need to be repeated based on the updated information. The findings and recommendation of this review may be taken into consideration for the examination of the applicant's request to rezone the subject property. The findings from the GMRC dated June 10, 2024, state that the proposed action does not present any potential adverse inter-jurisdictional impacts.

The future land use plan designates Friendship Road as a "Mixed Use Corridor," which supports retail activities, office-based employment, civic uses, and single-family residential with low-impact industrial or higher density residential only where the same is found on adjacent properties could be applied to the proposed development. Adjacent tracts to the east and south of the subject property are zoned PRD; the 58.71 acre assemblage to the south was rezoned in 2021 for a 127-lot residential development, and the 115.98 assemblage to the east was rezoned in 2022 for a 349-unit residential development.

The property also falls within the 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 proposed development has an overall density of 7.54 dwelling units per acre.

Staff finds the request is inconsistent with the Hall County Comprehensive Plan future land use designations of Residential and Mixed Use Corridor.

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; the proposed overall density of 7.54 dwellings units per acre exceeds the envisioned moderate density of 2 dwelling units per acre. The previously approved zoning of the property as a PRD met the density maximum requirements of 2 dwelling units per acre.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed density of 7.54 dwelling units per acre is higher than those of nearby residential parcels. This development will introduce more vehicular traffic onto Ridge Road, which is designated as a collector road.**
3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **The property appears to have reasonable economic use as it is currently zoned Suburban Shopping (S-S, 17.140) and 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; **Per the submitted traffic study, improvements are recommended to accommodate traffic needs. These improvements include left turn lanes at both access points along Ridge Road, a right turn lane at the northern access point on Ridge Road, and a right turn lane at the entrance on Friendship Road. Additionally, the traffic study recommended that the developer request a waiver to negate its requirement of a right-turn lane at the southern entrance point on Ridge Road. Coordination with GDOT and Hall County Engineering will be required for the implementation of the recommendations.**
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. The recommended density for this character area is two dwelling units per acre. The proposed development is proposing a density of 7.54 dwelling units per acre.**
6. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**
7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**
8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**
9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The subject properties are currently undeveloped. However, the properties were previously approved in 2019 to allow for a mixed-use development that included 116 single-family residential lots as well as a shopping center. No construction permits have been issued for the previously approved development.**
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions that affect the use and development of the property.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning is a Planned Commercial Development (PCD, 17.180.080). Per the Official Code of Hall County, Planned Development Districts (17.180) are to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment. The proposed density is higher than that found on surrounding properties.**

12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The proposed density is higher than that found on immediately surrounding properties but in general the use does not appear to be out of scale with the needs of the County as a whole, as there is a need for additional and a variety of housing types as well as restaurants.**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support a moderate-density single-family residential uses based on the Future Land Use Map, although the development as proposed cannot be developed in any of the existing residential or multi-family districts without being rezoned to Planned Commercial Development (PCD, 17.180.080).**
15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **The request could not be handled alternatively as a variance.**
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process and as a result are subject to local, state, and federal regulations. As a result, there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

A Planned Commercial Development (PCD, 17.180.080) provides for the maximum attainable commercial usage of a property while employing the best aspects of prior site planning and development controls to ensure the protection of surrounding residential uses, safe access by motorists, minimum traffic congestion; and a development which is consistent with long-range plans of the county. A limited number of carefully planned residential uses may also be included in a planned commercial development.

17.380.050. - Submission requirements for a rezoning request

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**

- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **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 standard is not applicable to the applicant's request.**
- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **The applicant submitted a traffic study conducted by Traffic Impact Group LLC which recommended left turn lanes at both access points along Ridge Road, a right turn lane at the northern access point on Ridge Road, and a right turn lane at the entrance on Friendship Road. Additionally, the traffic study recommended that the developer request a waiver to negate its requirement of a right-turn lane at the southern entrance point on Ridge Road. Coordination with GDOT and Hall County Engineering will be required for the implementation of these recommendations.**

Development Support and Constraints

Hall County Environmental Health

In an email dated May 30, 2024, Emily McGahee stated "Public Sewer. A Food Service permit/plan review may be required depending on businesses proposed. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled."

Hall County Fire Marshal

In an email dated May 29, 2024, Jeff Suggs, NPQ Fire Inspector 1, Fire Investigator listed the following codes:

- **503.2.5 Dead ends.** International Fire Code 2018 Edition Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus.
- **503.2.1 Dimensions.** International Fire Code 2018 Edition Fire apparatus access roads shall have an unobstructed width of not less than 20 feet exclusive of shoulders and an unobstructed vertical clearance of not less than 13 feet 6 inches.
- **507.1 Required Water Supply.** International Fire Code 2018 Edition An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings or portions of buildings. (Hydrants).”

Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated May 31, 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.
- Show stream buffer and impervious setback from wrested vegetation not centerline of stream. Remain clear of all stream buffer.

Traffic:

- Roadways depicted in the site plan do not meet county code Chapter 16. If any variances to code are requested, they must be specific and justified. If any variances are approved, recommend that internal roadways be privately maintained.
- Left and right (decel) turn lanes will likely be required on Ridge Road at access points.

Utilities:

Remain outside of the existing sanitary easement

Georgia Department of Transportation

In an email dated May 28, 2024, Veronica Chavers, D1TO Civil Engineer 3, stated “GDOT coordination is required.”

PLANNING AND DEVELOPMENT DEPARTMENT
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ZONING APPLICATION

Applicant (Name & Mailing Address)

Scott Puckett, Inc.

3215 Thompson Mill Road

Buford, GA 30519

Phone 678-761-4399

Email Address wspuckett@gmail.com

Proposed Use Mixed Use Development

Property Owner (Name & Mailing Address)

We Flip, LLC

4045 Ridge Road

Buford, GA 30519

Phone _____

Email Address _____

Contact Person (Name & Mailing Address)

M. Tyler Smith- Smith, Gilliam, Williams & Miles, P.A.

P.O. Box 1098

Gainesville, GA 30503

Phone 770-536-3381

Email Address tsmith@sgwmfirm.com

Tax Parcel Number 08-154-000-017; 08-154-000-022

Location Address 4435 Ridge Road, Buford (Hall County), GA 30519

Status of Applicant

Owner

Option to Purchase

Area Resident

Other

Requested Action

Existing Zoning: ^{SS (-017)} AR-III (-022)

Rezone to: PCD

Fee: \$ 1,500.00

Receipt #: _____

Check #: _____

Acreage 21.22 ; 50.17

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

Sign [Signature]
 Scott Puckett, CEO, Scott Puckett, Inc.

Date: 4/5/2024

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

Application Withdrawal: I hereby **withdraw** the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____

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

County Commission District: _____

AUTHORIZATION OF PROPERTY OWNERS

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

Name of owner(s) We Flip, LLC - Wayne McLeary
Address 4045 Ridge Rd
Burford, GA 30519
Phone Number 770-815-0419

Name of applicant(s) Scott Puckett Inc
Address 3215 Thompson Mill Rd
Burford GA 30519
Phone Number 678-761-4399

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)
Wayne McLeary

Personally appeared before me
Wayne McLeary

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

Jennifer L. Whaley
Notary Public



2-20-24
Date

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Burford, GA 30519
Phone Number 770-815-0419

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Address 3215 Thompson Mill Rd
Burford GA 30519
Phone Number 678-761-4399

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Personally appeared before me
Wayne McLeary

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Jennifer L. Whaley
Notary Public



2-20-24
Date



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have** _____ I have not WM

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: Wayne McLeRoy Date: 3-5-24

Applicant's/Owner's Name (Printed): Wayne McLeRoy

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

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****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: W Scott Puckett

Date: 4-5-2024

Applicant's/Owner's Name (Printed): Scott Puckett, CEO, Scott Puckett, Inc.

Revised Project Narrative
Rezoning Application of Scott Puckett, Inc.

Revised June 24, 2024

Scott Puckett, Inc. presents this revised narrative regarding its application to rezone two tracts of property to PCD for a Planned Commercial Development. The subject parcels are:

| <u>Tax Parcel</u> | <u>Size</u> |
|-------------------|--------------|
| 08154 000017 | 24.21 acres |
| 08154 000022 | 50.165 acres |

Provided with the application is a proposed site plan dated April 1, 2024. The site plan is being updated, and the revised site plan is being submitted. The PCD includes one hotel with approximately 110 rooms; four food and beverage buildings with patios and outdoor seating, some to feature rooftop space, surrounding a central plaza; 275 multi-family residential units; 212 Townhomes; 74 single-family detached residential lots; and amenities including swimming pools, tennis courts, pickleball courts, parks, and walking trails.

§ 17.180.080: Planned Residential Development (PRD)

A. Characteristics

The proposed design allows for flexible placement, arrangement, and orientation of commercial and residential structures given the property's characteristics, including streams located on the property. The subdivision will be a mixed-use development consisting of hotel, food and beverage, multi-family housing, townhomes, and single-family homes. The community will have three entrances, one on Friendship Road and two on Ridge Road. Submitted with the rezoning application is the Traffic Impact Analysis for the development prepared by Traffic Impact Group, LLC. The proposed design will maximize natural features through creative site planning. Grading will be in accordance with site characteristics, topography, and the presence of streams.

B.1: Commercial Structures

The proposed commercial portion of the development abuts Friendship Road. The hotel, located at the corner of Friendship Road and Ridge Road, will include approximately 110 guest rooms. The applicant anticipates the hotel will not exceed 5 stories. Gateway Corridor standards limit the height of non-residential buildings located within 250 feet of a residential or agricultural use street to three stories. Accordingly, the applicant requests a variance from Gateway Corridor standards to allow for a five-story hotel. The applicant anticipates that a nationally-recognized hotel line will operate the hotel, which (a) will not have exterior entry to units, and (b) will have a hotel lobby and indoor entrance to units. Although the hotel will be located on the commercial portion of the development, the applicant requests flexibility on the final location of the hotel to factor in parking, traffic flow, and aesthetics from the surrounding roads.

The commercial portion of the development will also include four food and beverage buildings totaling 15,800 square feet. The applicant anticipates the food and beverage buildings will not exceed 3 stories. The food and beverage portion of the development will include patios and outdoor seating, and one or more of the food and beverage buildings are expected to have rooftop space. The food and beverage buildings will surround a Central Plaza.

The facades of the commercial buildings will be in accordance with Gateway Corridor standards.

B.2 Entrances, Exits, and Parking

The site plan depicts the entrances, exits, and parking for the development. Access to the commercial development is by two entrances, one on Friendship Road and one on Ridge Road. (There is a third entrance to the development, also on Ridge Road, which will primarily serve the residential portion of the development.) The site plan anticipates 200 parking spaces for the commercial portion of the development to serve both the hotel and the food and beverage establishments.

B.3 Buffers

The site plan calls for a 10-foot landscape strip along Friendship Road and along Ridge Road. The eastern portion of the commercial development will include a 25-foot transitional border, which runs throughout the single-family residential portion of the development. The materials utilized in the landscape strip and transitional border will be in accordance with Gateway Corridor Standards. The site plan includes existing stream buffers and calls for creek buffers with mulch trails to connect neighborhoods to shared green spaces and amenities.

B.4 Lighting

All outdoor lighting will be the semi-cutoff type and in accordance with applicable Hall County and Gateway Corridor standards.

B.5 Signage

The development anticipates one monument sign for the development on Friendship Road and one monument sign at the entrance of the single-family residential development on Ridge Road, all in accordance with County standards.

The applicant proposes that prior to issuance of sign permits, other than general signs permitted pursuant to Hall County Ordinance 17.270.050, the owner/developer shall submit a master sign package for street, wall, internal directional, temporary and other signs to be reviewed and approved by the Hall County Director of Planning and Development, or her designee.

B.6 Type and Number of Uses Proposed for the Commercial Development

As noted above, the commercial portion of the development will include one hotel and four food and beverage locations. The applicant anticipates the hotel will have 110 guest rooms. The sizes of the food and beverage buildings as shown on the site plan are:

- One building consisting of 4,000 square feet,
- One building consisting of 4,600 square feet, and
- Two buildings, each 3,600 square feet.

The food and beverage development will feature patios and outdoor seating. The applicant expects to feature rooftop space on one or more of the food and beverage locations. Its center features a Central Plaza.

B.7 Development Controls

The hotel will not exceed 5 stories in height. The commercial buildings will not exceed 3 stories in height. Facades shall be in compliance with Gateway Corridor Standards and will be depicted on elevations to be presented.

The applicant proposes that prior to issuance of a building permit for the commercial structures, the owner/developer shall submit architectural design guidelines listing a palette of acceptable building materials which shall designate required minimums and acceptable design alternatives to be reviewed and approved by the Director of Community Development and Infrastructure, or its designee.

B.8 Residential Uses

a. Characteristics

The site plan for the subject tract provides for 275 multi-family residential units, 212 townhomes, and 74 single-family detached residential lots. The multi-family buildings will include 3-story and 4-story buildings. (The plan calls for some 4-story structures to accommodate 3/4 splits based upon topography.) Townhomes will be no more than 4 stories, 102 of which are front-loaded and 110 of which are rear loaded. Each single-family detached residence will be a one-story or two-story home and will not exceed a height of 35 feet.

Multi-family units will have one to three bedrooms. The Townhomes will have 3-4 bedrooms. The single-family detached residences will be 2000-2500 square feet of conditioned area. The single-family detached homes will have 3-5 bedrooms.

b. Streets and Common Open Spaces

The project will include an open space / amenity areas of approximately 26.84 acres total, approximately 36% of the total site area. Of the total 26.84 acres, 22.61 acres is dedicated to open space and 4.23 acres of amenity areas. The common areas are to include amenity areas including two swimming pools, tennis courts, pickleball courts, parks, and mulched trails connecting the neighborhoods to the shared green spaces and amenity areas. The development will include sidewalks as well as walking trails for connectivity.

c. Architectural Style and Proposed Siding

The architectural style of the Single Family and townhome residence community will be a traditional 1-story to 2-story single-family detached home with 2-car garages. Architectural renderings will be provided for both single-family residences and town homes. The homes will have brick and stone accents on the front of the homes. The remaining front facade will be Board and Batten, shake, or fiber cement lap siding. The sides and rear of the home will be fiber cement lap siding. The facades of all residences will comply with § 17.180.060.B.9.a of the Hall County Code.

d. Development Controls

Each Single-Family detached residential lot will have a minimum width of 50 feet and a minimum size of 8,000 square feet. There will be a minimum of 10 feet between Single-Family detached structures. The Townhomes will have a minimum width of 22 feet. All grass areas and all front and side yards will be sodded.

There will be a 50-foot undisturbed buffer along the perimeter of the property, which shall be excluded from the individual lots. **There will be a 75-foot impervious stream buffer, inclusive of a 50-foot undisturbed stream buffer, from the top of the stream bank (point of rested vegetation). Some of the stream buffer area will be included as a part of the individual lots (subject to the buffer requirements). If a variance is allowed for inclusion of those stream buffer areas within the lots, Scott Puckett, Inc. requests that the variance be allowed.**

e. Development Schedule

Depending upon permitting and approvals, the applicant anticipates a 24 to 36-month development period.

Project Narrative

Rezoning Application of Scott Puckett, Inc.

April 5, 2024

Scott Puckett, Inc. presents this narrative regarding its application to rezone two tracts of property to PCD for a Planned Commercial Development. The subject parcels are:

| <u>Tax Parcel</u> | <u>Size</u> |
|-------------------|--------------|
| 08154 000017 | 24.21 acres |
| 08154 000022 | 50.165 acres |

Provided with this Project Narrative is a proposed site plan dated April 1, 2024. The PCD includes one hotel with approximately 110 rooms; four food and beverage buildings with rooftop space, patios, and outdoor seating, surrounding a central plaza; 265 multi-family residential units; 212 Townhomes; 74 single-family detached residential lots; and amenities including swimming pools, tennis courts, pickleball courts, parks, and walking trails.

§ 17.180.080: Planned Residential Development (PRD)

A. Characteristics

The proposed design allows for flexible placement, arrangement, and orientation of commercial and residential structures given the property's characteristics, including streams located on the property. The subdivision will be a mixed-use development consisting of hotel, food and beverage, multi-family housing, townhomes, and single-family homes. The community will have three entrances, one on Friendship Road and two on Ridge Road. Submitted with this rezoning application is the Traffic Impact Analysis for the development prepared by Traffic Impact Group, LLC. The proposed design will maximize natural features through creative site planning. Grading will be in accordance with site characteristics, topography, and the presence of streams.

B.1: Commercial Structures

The proposed commercial portion of the development abuts Friendship Road. The hotel, located at the corner of Friendship Road and Ridge Road, will include approximately 110 guest rooms. The applicant anticipates the hotel will not exceed 5 stories.

The commercial portion of the development will also include four food and beverage buildings totaling 15,800 square feet. The applicant anticipates the food and beverage buildings will not exceed 3 stories. The food and beverage portion of the development will include rooftop space, patios, and outdoor seating. The food and beverage buildings will surround a Central Plaza.

The facades of the commercial buildings will be in accordance with Gateway Corridor standards.

B.2 Entrances, Exits, and Parking

The site plan depicts the entrances, exits, and parking for the development. Access to the commercial development is by two entrances, one on Friendship Road and one on Rodge Road. (There is a third entrance to the development, also on Ridge Road, which will primarily serve the residential portion of the development.) The site plan anticipates 200 parking spaces for the commercial portion of the development to serve both the hotel and the food and beverage establishments.

B.3 Buffers

The site plan calls for a 10-foot landscape strip along Friendship Road and along Ridge Road. The eastern portion of the commercial development will include a 25-foot transitional border, which runs throughout the single-family residential portion of the development. The materials utilized in the landscape strip and transitional border will be in accordance with Gateway Corridor Standards. The site plan includes existing stream buffers and calls for creek buffers with mulch trails to connect neighborhoods to shared green spaces and amenities.

B.4 Lighting

All outdoor lighting will be the semi-cutoff type and in accordance with applicable Hall County and Gateway Corridor standards.

B.5 Signage

The development anticipates one monument sign for the development on Friendship Road and one monument sign at the entrance of the single-family residential development on Ridge Road, all in accordance with County standards.

The applicant proposes that prior to issuance of sign permits, other than general signs permitted pursuant to Hall County Ordinance 17.270.050, the owner/developer shall submit a master sign package for street, wall, internal directional, temporary and other signs to be reviewed and approved by the Hall County Director of Planning and Development, or her designee.

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As noted above, the commercial portion of the development will include one hotel and four food and beverage locations. The applicant anticipates the hotel will have 110 guest rooms. The sizes of the food and beverage buildings as shown on the site plan are:

One building consisting of 4,000 square feet,
One building consisting of 4,600 square feet, and
Two buildings, each 3,600 square feet.

The food and beverage development will feature rooftop space, patios, and outdoor seating. Its center features a Central Plaza.

B.7 Development Controls

The hotel will not exceed 5 stories in height. The commercial buildings will not exceed 3 stories in height. Facades shall be in compliance with Gateway Corridor Standards and will be depicted on elevations to be presented.

The applicant proposes that prior to issuance of a building permit for the commercial structures, the owner/developer shall submit architectural design guidelines listing a palette of acceptable building materials which shall designate required minimums and acceptable design alternatives to be reviewed and approved by the Director of Community Development and Infrastructure, or its designee.

B.8 Residential Uses

a. Characteristics

The site plan for the subject tract provides for 265 multi-family residential units, 212 townhomes, and 74 single-family detached residential lots. The multi-family buildings will include 3 story and 4 story units. (The plan calls for some 4 stories to accommodate 3/4 splits based upon topography.) Townhomes will be no more than 4 stories, 102 of which are front-loaded and 110 of which are rear loaded. Each single-family detached residence will be a one-story or two-story home and will not exceed a height of 35 feet.

Multi-family units will have one to three bedrooms. The Townhomes will have 3-4 bedrooms. The single-family detached residences will be 2000-2500 square feet of conditioned area. The single-family detached homes will have 3-5 bedrooms.

b. Streets and Common Open Spaces

The project will include an open space / amenity areas of 26.84 acres total, approximately 36% of the total site area. Of the total 26.84 acres, 22.61 acres is dedicated to open space and 4.23 acres of amenity areas. The common areas are to include amenity areas including two swimming pools, tennis courts, pickleball courts, parks, and mulched trails connecting the neighborhoods to the shared green spaces and amenity areas. The development will include sidewalks as well as walking trails for connectivity.

c. Architectural Style and Proposed Siding

The architectural style of the Single Family and townhome residence community will be a traditional 1-2 story single-family detached home with 2-car garages. Architectural renderings will be provided for both single-family residences and town homes. The homes will have brick and stone accents on the front of the homes. The remaining front facade will be Board and Batten, shake or lap fiber cement siding. The sides and rear of the home will be fiber cement lap siding. The facades of all residences will comply with § 17.180.060.B.9.a of the Hall County Code.

d. Development Controls

Each Single-Family detached residential lot will have a minimum width of 50 feet and a minimum size of 8,000 square feet. There will be a minimum of 10 feet between Single-Family detached structures. The Townhomes will have a minimum width of 22 feet. All grass areas and all front and side yards will be sodded.

There will be a 50-foot undisturbed buffer along the perimeter of the property, which shall be excluded from the individual lots. **There will be a 75-foot impervious stream buffer, inclusive of a 50-foot undisturbed stream buffer, from the top of the stream bank (point of rested vegetation). Some of the stream buffer area will be included as a part of the individual lots (subject to the buffer requirements). If a variance is allowed for inclusion of those stream buffer areas within the lots, Scott Puckett, Inc. requests that the variance be allowed.**

e. Development Schedule

Depending upon permitting and approvals, the applicant anticipates a 24 to 36-month development period.



DEVELOPMENT SUMMARY

Current Zoning ARIII and S-S
 Proposed Zoning PCD and GCOD
 Existing Site Acreage 74.38 ac

| Land Uses | | Parking Provided |
|------------------------|-----------|-------------------|
| Food/Beverage | 16,000 sf | 205 sp (12/1000)* |
| Hotel | 110 rms | 55 sp (1/2 rms)* |
| Multi-family | 275 un | 413 sp (1.5/un) |
| Townhomes | 212 un | |
| Front-loaded | 102 un | 4/un |
| Rear-loaded (stacked) | 110 un | 2/un |
| Single-family Detached | 74 lots | n/a |

Open Space 26.92 ac (36.1%)
 Open Space 22.61 ac (984,910 sf)
 Amenity Areas 4.31 ac (188,090 sf)

*Parking field provides 260 spaces to share between hotel and food/beverage.





- Hotel, 110 rms
- Central plaza framed by F&B with rooftop space, patios and outdoor seating
- Multi-family residential, 3 story and 3/4 splits to take advantage of topography along creek buffer, 265 un
- Pipe easement (30')
- Creek buffer with mulch trails connecting neighborhoods to shared green spaces and amenities
- Single-family residential neighborhood with detached and attached product integrated with a series of park spaces

Single-family lots, 50' width minimum, 8,000 sf minimum

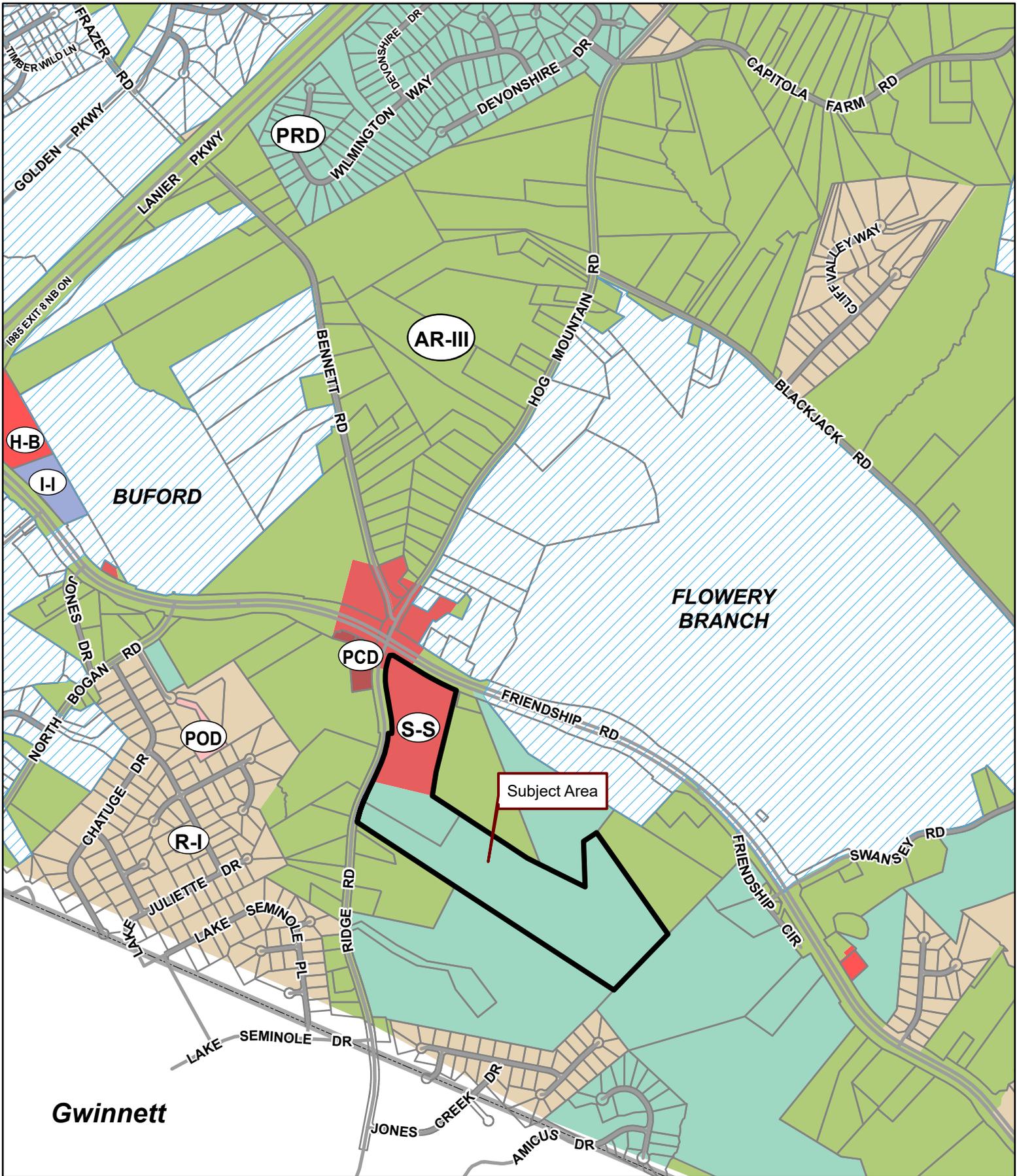
Single-family attached front-loaded and rear-loaded (stacked) product

DEVELOPMENT SUMMARY

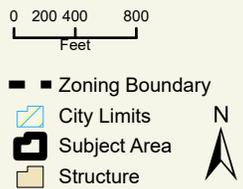
| | | |
|------------------------|-----------------------|-------------------------|
| Current Zoning | ARIII and S-S | |
| Proposed Zoning | PCD and GCOD | |
| Existing Site Acreage | 74.38 ac | |
| Land Uses | | Parking Provided |
| Food/Beverage | 15,800 sf | 145 sp (9.1/1000)* |
| Hotel | 110 rms | 55 sp (1/2 rms)* |
| Multi-family | 265 un | 400 sp (1.5/un) |
| Townhomes | 212 un | |
| Front-loaded | 102 un | 4/un |
| Rear-loaded (stacked) | 110 un | 2/un |
| Single-family Detached | 74 lots | n/a |
| Open Space | 26.84 ac (36%) | |
| Open Space | 22.61 ac (984,910 sf) | |
| Amenity Areas | 4.23 ac (184,530 sf) | |

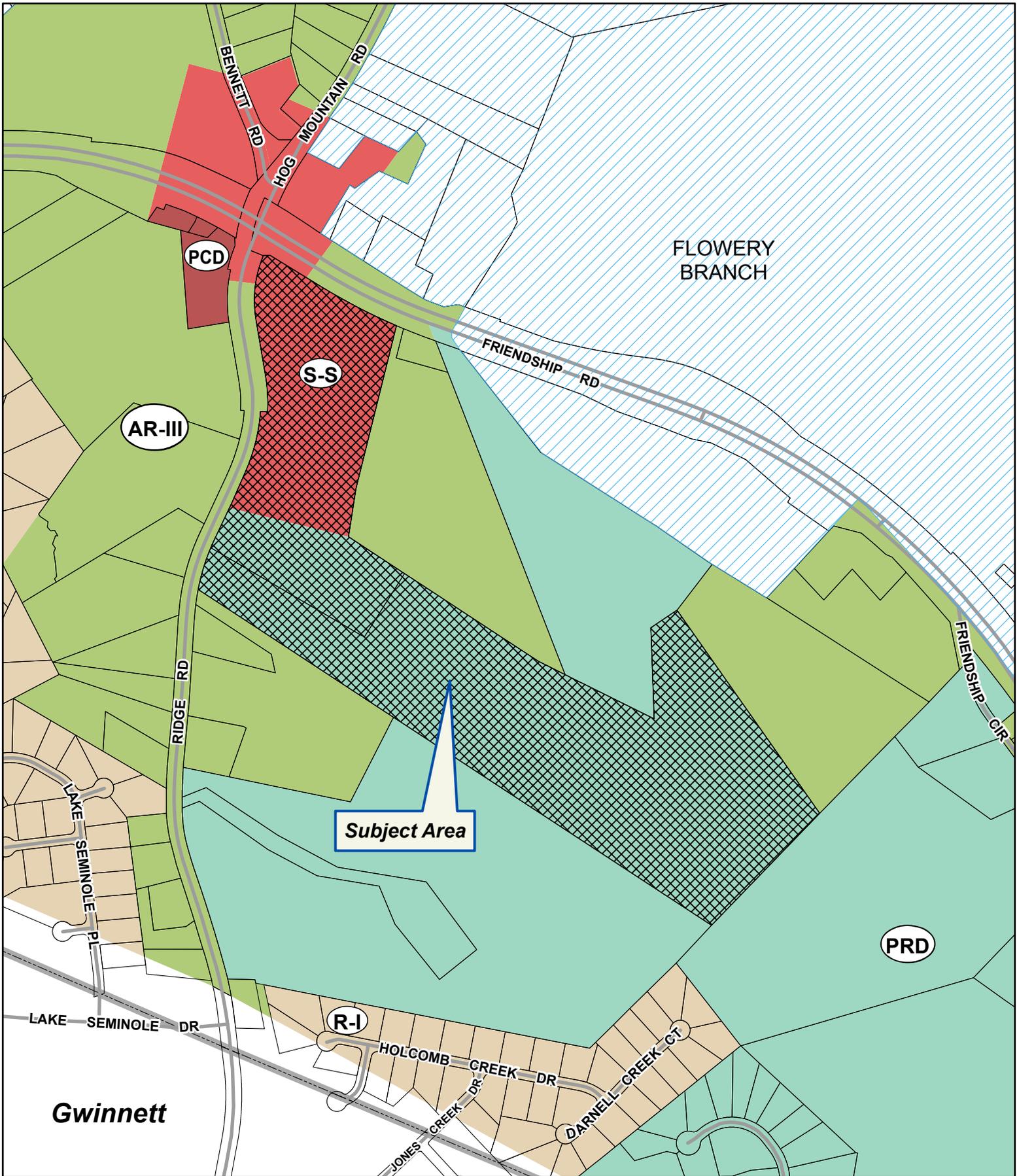
*Parking field provides 200 spaces to share between hotel and food/beverage.



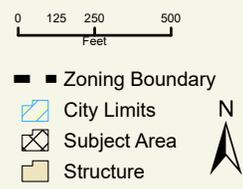


Applicant: SCOTT PUCKETT, INC.
Tax Parcel #: 08154 000022 & 000017
Location: 0 & 4435 RIDGE ROAD, BUFORD, GA 30519
Commission District 1 **PC Mtg. Date:** 07/01/2024



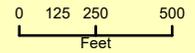


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Tax Parcel #: 08154 000022 & 000017
Location: 0 & 4435 RIDGE ROAD, BUFORD, GA 30519
Commission District 1 **PC Mtg. Date:** 07/01/2024



-  Zoning Boundary
-  City Limits
-  Subject Area









THE PLACE

BURGER

RING ROAD

HOTTA





THE PLACE

45

THE BUTCHER

NORTH

STANBURY



THE PLACE

The BUTCHER

45

NORTH

NORTH

ITALIA

FILED & RECORDED
DATE: 10/1/2018
TIME: 9:14AM
DEED BOOK: 8157
PAGES: 221-224
FILING FEES: \$16.00
PT61: 0692018007245
TRANSFER TAX: \$5,084.10
Recorded By: MT
Charles Baker, C.S.C.
Hall County, GA

➤ After Recording Return To:
MAHAFFEY PICKENS TUCKER, LLP
1550 North Brown Road, Suite 125
Lawrenceville, Georgia 30043
File #3216-0013 (KOF/jlw)

Parcel #: 08154000017

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF GWINNETT

THIS INDENTURE, Made the 21st day of September, 2018, by and between,

SHERRY L. PIRKLE and SUSAN L. PIRKLE

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

**WE-FLIP, LLC,
a Georgia limited liability company**

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in the 1419th G.M.D. of Hall County, Georgia, as shown on that certain Boundary Survey for Susan & Sherry Pirkle, dated December 5, 2017, containing 24.210 acres (being a portion of tax parcel 08154-000017), prepared by ABE Consulting, Inc., certified by Stacy C. Carroll, GRLS No. 2729, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference made thereto.

Said property is conveyed subject to all permitted easements and restrictions of record.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of Grantor and all others claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
this 25th day of September, 2018
in the presence of:

GRANTOR(S):



Unofficial Witness

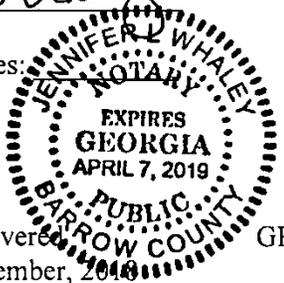
 (SEAL)

Sherry L. Pirkle



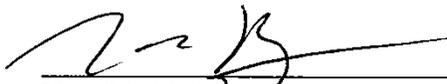
Notary Public
My Commission expires:

[NOTARY SEAL]

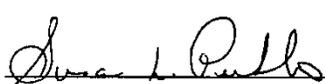


Signed, sealed and delivered
this 25th day of September, 2018
in the presence of:

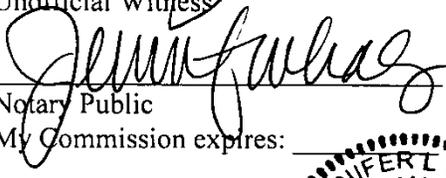
GRANTOR(S):



Unofficial Witness

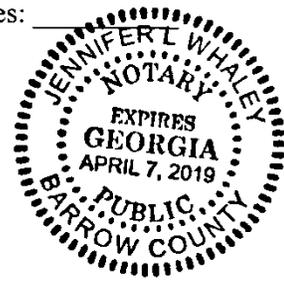
 (SEAL)

Susan L. Pirkle



Notary Public
My Commission expires:

[NOTARY SEAL]



BK 7997PG651

FILED
HALL CO., GA.

17 NOV 13 PM 12: 34

CHARLES BAKER, CLERK
SUPERIOR-STATE COURT

BY JP

HALL COUNTY, Georgia
Real Estate Transfer Tax

Paid \$ 3009.90

Date 11-13-17

Charles Baker
Superior Court Clerk

By JP

After Recording Return To:

MAHAFFEY PICKENS TUCKER, LLP

1550 North Brown Road, Suite 125

Lawrenceville, Georgia 30043

File #3216-0004 (KOF/jlw)

PT61 069-2017-008318

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF GWINNETT

THIS INDENTURE, Made the 7th day of November, 2017, by and between,

SHERRY L. PIRKLE and SUSAN L. PIRKLE

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

**WE-FLIP, LLC,
a Georgia limited liability company**

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being located in the 1419th G.M.D., Hall County, Georgia, being 50.165 acres according to that Boundary and Division Survey for WE Flip, LLC, prepared by ABE Consulting Inc., certified by Stacy C. Carroll (Georgia Registered Land Surveyor No. 2729) dated October 18, 2017, and as recorded in Plat Book 875, Page 109, Hall County, Georgia records.

Said property is conveyed subject to those permitted title exceptions set forth on Exhibit "B" attached hereto and made a part hereof by this reference.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of Grantor and all others claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered GRANTOR(S):
this 10 day of November, 2017
in the presence of:

[Signature]
Unofficial Witness

[Signature] (SEAL)
Susan L. Pirkle

[Signature]
Notary Public
My Commission expires: _____



[NOTARY SEAL]

Signed, sealed and delivered GRANTOR(S):
this 10 day of November, 2017
in the presence of:

[Signature]
Unofficial Witness

[Signature] (SEAL)
Susan L. Pirkle

[Signature]
Notary Public
My Commission expires: _____



[NOTARY SEAL]

EXHIBIT "B"

Permitted Title Exceptions

1. Taxes for the year 2018, not yet due and payable.
2. Right-of-Way Easement from Bonnie Lee Harrison to Department of Transportation dated July 1, 2011 recorded in Deed Book 6858, Page 420, Hall County, Georgia Deed Records.
3. All matters pertaining to said parcel as shown on plat of survey for J. C. Pirkle prepared by Patton-Patton, Inc., Surveyors, dated November 25, 1994.
4. All matters as shown on plat of survey for We-Flip, LLC prepared by Stacy C. Carroll, Registered Land Surveyor No. 2729 of ABE Consulting, Inc. dated October 18, 2017.

EXHIBIT "A"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in the 1419th G.M.D. of Hall County, Georgia, as shown on that certain Boundary Survey for Susan & Sherry Pirkle, dated December 5, 2017, containing 24.210 acres (being a portion of tax parcel 08154-000017), prepared by ABE Consulting, Inc., certified by Stacy C. Carroll, GRLS No. 2729, and being more particularly described according to said survey as follows:

TO LOCATE THE TRUE PLACE OR POINT OF BEGINNING, commence at a 6"x6" concrete monument found at the mitered intersection of the northeasterly right of way line of Ridge Road a/k/a Hog Mountain Road (right of way varies) (pavement varies) with the southeasterly right of way line of Friendship Road (right of way varies) (pavement varies); run thence along said mitered intersection North 87 degrees 25 minutes 44 seconds East a distance of 33.64 feet to a 6"x6" concrete monument found at the southeasterly right of way line of Friendship Road (right of way varies) (pavement varies), said concrete monument marks the TRUE PLACE OR POINT OF BEGINNING;

FROM THE TRUE PLACE OR POINT OF BEGINNING AS THUS ESTABLISHED and continuing along the aforesaid right of way line of Friendship Road South 58 degrees 27 minutes 24 seconds East a distance of 306.79 feet to a point; continuing thence along said right of way line in a southeasterly direction along the arc of a curve for a distance of 417.17 feet to an iron pin set (said arc having a radius of 2,965.66 feet and a chord bearing and distance of South 62 degrees 28 minutes 25 seconds East, 416.82 feet); thence leaving said right of way line of Friendship Road run South 13 degrees 55 minutes 23 seconds West a distance of 507.00 feet to a 1-inch open top pipe found; run thence South 13 degrees 50 minutes 04 seconds West a distance of 332.70 feet to a 4"x4" concrete monument found; run thence South 08 degrees 55 minutes 37 seconds West a distance of 243.70 feet to a 4"x4" concrete monument found; run thence South 56 degrees 39 minutes 49 seconds East a distance of 348.34 feet to an iron pin set; run thence South 33 degrees 20 minutes 11 seconds West a distance of 408.88 feet to an iron pin set; run thence North 60 degrees 24 minutes 11 seconds West a distance of 886.14 feet to an iron pin set on the northeasterly right of way line of Ridge Road a/k/a Hog Mountain Road (right of way varies) (pavement varies); run thence along said right of way line of Ridge Road a/k/a Hog Mountain Road in a generally northeasterly direction along the arc of a curve for a distance of 58.19 feet to a point (said arc having a radius of 1,014.10 feet and a chord bearing and distance of North 22 degrees 31 minutes 15 seconds East, 58.18 feet); continuing along said right of way line North 24 degrees 09 minutes 53 seconds East a distance of 425.33 feet to a point; continuing along said right of way line in a generally northeasterly direction along the arc of a curve for a distance of 291.44 feet to a 6"x6" concrete monument found (said arc having a radius of 793.16

feet and a chord bearing and distance of North 13 degrees 38 minutes 18 seconds East, 289.81 feet to a concrete monument found); continuing along said right of way line South 86 degrees 29 minutes 37 seconds East a distance of 34.94 feet to a 6"x6" concrete monument found; continuing along said right of way line in a generally northwesterly direction along the arc of a curve for a distance of 184.66 feet to a point (said arc having a radius of 827.97 feet and a chord bearing and distance of North 03 degrees 18 minutes 03 seconds West, 184.28 feet); continuing along said right of way line North 09 degrees 38 minutes 57 seconds West a distance of 278.80 feet to a point; continuing along said right of way line in a generally northeasterly direction along the arc of a curve for a distance of 329.15 feet to a 6"x6" concrete monument found at the mitered intersection of the aforesaid right of way line of Ridge Road a/k/a Hog Mountain Road (right of way varies) (pavement varies) with the southeasterly right of way line of Friendship Road (right of way varies) (pavement varies) (said arc having a radius of 585.00 feet and a chord bearing and distance of North 06 degrees 28 minutes 10 seconds East, 324.82 feet); run thence along the aforesaid mitered intersection North 87 degrees 25 minutes 44 seconds East a distance of 33.64 feet to a 6"x6" concrete monument found at the southeasterly right of way line of Friendship Road, said concrete monument marks the TRUE PLACE OR POINT OF BEGINNING.

Said Boundary Survey is recorded at Plat Book 875, Page 205, Hall County, Georgia Records.

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Thursday, May 30, 2024 1:26 PM
To: Anael Dominguez (CDI: Planning); Randi Doveton (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 7.1.24

Please find Environmental Health comments below:

Item 1, 1954 Mountain View Road, Matheny: Must meet all residential permitting requirements.

Item 2, 7914 South Barkers Bend Drive, Bruton: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 3, 0/4435 Ridge Road, Puckett: Public sewer. A Food Service permit/plan review may be required depending on businesses proposed. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 4A/B, 5181 Dudley Hill Road, Campbell: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 5, 3969 Bolding Road, CMWB: Public sewer. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

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

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Tuesday, May 28, 2024 9:18 AM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Planning Agenda for July 1, 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 responses below.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Friday, May 24, 2024 11:06 AM
Subject: Tentative Planning Agenda for July 1, 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 morning –

Here is the Tentative Agenda and Maps for the **Monday, July 1, 2024** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday, May 31st**. Email comments to Beth (bgarmon@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – June 17, 2024

NEW BUSINESS

1. [1954 Mountain View Road | Variance | 17.240.010. to reduce the front yard setback along Memorial Park Place | on a 0.37± acre tract located on the east side of Memorial Park Place at its intersection with Mountain View Road | Zoned R-II; Tax Parcel 08009 007001 | **Proposed Use: Single-family residence** | * Commission District 4 | \[Randy L. Matheny, applicant\]\(#\) **No GDOT coordination required.**](#)
2. [7914 South Barkers Bend Drive | Variance | 17.240.010. to reduce the front yard setback | on a 2.58± acre tract located on the west side of South Barkers Bend Drive at its intersection with Barkers Bend Drive at its intersection with South Barkers Bend Drive | Zoned R-I; Tax Parcel 11155 000039 | **Proposed Use: Bring existing structures into compliance** | * Commission District 2 | \[William F. Bruton, applicant\]\(#\) **No GDOT coordination required.**](#)
3. [0 & 4435 Ridge Road | Rezone | from Planned Residential Development \(PRD\) & Suburban Shopping \(S-S\) to Planned Commercial Development \(PCD\) | on a combined 74.38± acre tract located on the east side of Ridge](#)

Road at its intersection with Friendship Road | Zoned PRD & S-S; Tax Parcels 08154 000022 & 000017 | Proposed Use: Mixed-use development | ** Commission District 1 | Scott Puckett, Inc., applicant **GDOT coordination is required.**

4. (A) 5181 Dudley Hill Road | Rezone | from Agricultural Residential III (AR-III) to Residential-I-Low-Density (R-I-L) | on a 47.61± acre tract located on the west of Dudley Hill Road, at its intersection with Waterwood Drive | Zoned AR-III; Tax Parcel 11131 000001A | Proposed Use: 20-lot single-family development | ** Commission District 2 | Blum & Campbell, LLC c/o Jody Campbell, applicant **No GDOT coordination required, if no access proposed on SR 136/ Price Rd**
5. (B) 5181 Dudley Hill Road | Variance | 12.40.180. to allow for a common access drive to serve more than five lots | on a 47.61± acre tract located on the west of Dudley Hill Road, at its intersection with Waterwood Drive | Zoned AR-III; Tax Parcel 11131 000001A | Proposed Use: 20-lot single-family development | ** Commission District 2 | Blum & Campbell, LLC c/o Jody Campbell, applicant **No GDOT coordination required, if no access proposed on SR 136/ Price Rd**
6. 3969 Bolding Road | Rezone | from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) | on a 29.65± acre tract located on the east side of Bolding Road, approximately 356 feet from its intersection with Pierce Drive | Zoned AR-III; Tax Parcel 15036B000037 | Proposed Use: 59-lot single-family development | ** Commission District 1 | CMWB Company, LLC, applicant **No GDOT coordination required.**

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

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

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

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



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



Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

From: Bill Nash, Director of Public Works and Utilities

Date: May 31, 2024

t: 770.531.6800 | f: 770.531.3945

Subject: July 1 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 July 1, 2024 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. [1954 Mountain View Road | Variance | 17.240.010. to reduce the front yard setback along Memorial Park Place | on a 0.37± acre tract located on the east side of Memorial Park Place at its intersection with Mountain View Road | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#)

- a. **Engineering:** No comment.
- b. **Traffic:** No comment.
- c. **Utilities:** No comment.

2. [7914 South Barkers Bend Drive | Variance | 17.240.010. to reduce the front yard setback | on a 2.58± acre tract located on the west side of South Barkers Bend Drive at its intersection with Barkers Bend Drive at its intersection with South Barkers Bend Drive | Zoned R-I; Tax Parcel 11155 000039 | Proposed Use: Bring existing structures into compliance | * Commission District 2 | William F. Bruton, applicant](#)

- a. **Engineering:** No comment
- b. **Traffic:** No comment.
- c. **Utilities:** No comment

3. [0 & 4435 Ridge Road | Rezone | from Planned Residential Development \(PRD\) & Suburban Shopping \(S-S\) to Planned Commercial Development \(PCD\) | on a combined 74.38± acre tract located on the east side of Ridge Road at its intersection with Friendship Road | Zoned PRD & S-S; Tax Parcels 08154 000022 & 000017 | Proposed Use: Mixed-use development | ** Commission District 1 | Scott Puckett, Inc., applicant](#)

- a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show FEMA and Hall County studied Flood plains that are present on site
Show stream buffer and impervious setback from wretched vegetation not centerline of stream.

Remain clear of all stream buffer

- b. **Traffic:** Roadways depicted in the site plan do not meet county code chapter 16. If any variances to code are requested, they must be specific and justified. If any variances are approved, recommend that internal roadways be privately maintained.

Left and right (decel) turn lanes will likely be required on Ridge Road at access points.

- c. **Utilities:** Remain outside of the existing sanitary easement.

- 4. [\(A\) 5181 Dudley Hill Road | Rezone | from Agricultural Residential III \(AR-III\) to Residential-I-Low-Density \(R-I-L\) | on a 47.61± acre tract located on the west of Dudley Hill Road, at its intersection with Waterwood Drive | Zoned AR-III; Tax Parcel 11131 000001A | Proposed Use: 20-lot single-family development | ** Commission District 2 | Blum & Campbell, LLC c/o Jody Campbell, applicant](#)

- [\(B\) 5181 Dudley Hill Road | Variance | 12.40.180. to allow for a common access drive to serve more than five lots | on a 47.61± acre tract located on the west of Dudley Hill Road, at its intersection with Waterwood Drive | Zoned AR-III; Tax Parcel 11131 000001A | Proposed Use: 20-lot single-family development | ** Commission District 2 | Blum & Campbell, LLC c/o Jody Campbell, 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
Show stream buffer and impervious setback from wretched vegetation not centerline of stream.

- b. **Traffic:** Proposed common access driveway will need to be with a variance specifically approved as code on allows up to 5 lots to be served by a common access driveway.

Common access driveways and individual driveways will need to meet sight distance requirements.

Common access driveway will need to go through the development review process for permitting.

- c. **Utilities:** No comments

- 5. [3969 Bolding Road | Rezone | from Agricultural Residential III \(AR-III\) to Planned Residential Development \(PRD\) | on a 29.65± acre tract located on the east side of Bolding Road, approximately 356 feet from its intersection with Pierce Drive | Zoned AR-III; Tax Parcel 15036B000037 | Proposed Use: 59-lot single-family development | ** Commission District 1 | CMWB Company, LLC, applicant](#)

- a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Show FEMA and Hall County studied Flood plains that are present on site
Show stream buffer and impervious setback from wretched vegetation not centerline of stream.

- b. **Traffic:** Internal roads must meet Hall County code chapter 16 for design. Access at Bolding Road must meet sight distance requirements.

- c. **Utilities:** No Hall County sanitary sewer

Anael Dominguez (CDI: Planning)

To: Jeff Suggs (Fire Services); Beth Garmon (CDI: Planning)
Cc: Michael Vieira (Fire Services); John Hornick (Fire Services)
Subject: RE: Comments for the Hall County planning meeting (Hall County Fire Rescue)

Monday July 1, 2024 Hall County planning Meeting

1. [1954 Mountain View Road | Variance | 17.240.010. to reduce the front yard setback along Memorial Park Place | on a 0.37± acre tract located on the east side of Memorial Park Place at its intersection with Mountain View Road | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#) The Hall County Fire Marshal's Office has no comments on the residential issue.

2. [7914 South Barkers Bend Drive | Variance | 17.240.010. to reduce the front yard setback | on a 2.58± acre tract located on the west side of South Barkers Bend Drive at its intersection with Barkers Bend Drive at its intersection with South Barkers Bend Drive | Zoned R-I; Tax Parcel 11155 000039 | Proposed Use: Bring existing structures into compliance | * Commission District 2 | William F. Bruton, applicant](#)

The Hall County Fire Marshal's Office has no comments on the residential issue.

3. [0 & 4435 Ridge Road | Rezone | from Planned Residential Development \(PRD\) & Suburban Shopping \(S-S\) to Planned Commercial Development \(PCD\) | on a combined 74.38± acre tract located on the east side of Ridge Road at its intersection with Friendship Road | Zoned PRD & S-S; Tax Parcels 08154 000022 & 000017 | Proposed Use: Mixed-use development | ** Commission District 1 | Scott Puckett, Inc., applicant](#)

503.2.5 Dead ends. International Fire Code 2018 Edition

Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an *approved* area for turning around fire apparatus.

503.2.1 Dimensions. International Fire Code 2018 Edition

Fire apparatus access roads shall have an unobstructed width of not less than 20 feet exclusive of shoulders and an unobstructed vertical clearance of not less than 13 feet 6 inches.

507.1 Required Water Supply. International Fire Code 2018 Edition An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings or portions of buildings. (Hydrants)

4. [\(A\) 5181 Dudley Hill Road | Rezone | from Agricultural Residential III \(AR-III\) to Residential-I-Low-Density \(R-I-L\) | on a 47.61± acre tract located on the west of Dudley Hill Road, at its intersection with Waterwood Drive | Zoned AR-III; Tax Parcel 11131 000001A | Proposed Use: 20-lot single-family development | ** Commission District 2 | Blum & Campbell, LLC c/o Jody Campbell, applicant](#)

[\(B\) 5181 Dudley Hill Road | Variance | 12.40.180. to allow for a common access drive to serve more than five lots | on a 47.61± acre tract located on the west of Dudley Hill Road, at its intersection with Waterwood Drive | Zoned AR-III; Tax Parcel 11131 000001A | Proposed Use: 20-lot single-family development | ** Commission District 2 | Blum & Campbell, LLC c/o Jody Campbell, applicant](#)

503.2.1 Dimensions. International Fire Code 2018 Edition

Fire apparatus access roads shall have an unobstructed width of not less than 20 feet exclusive of shoulders and an unobstructed vertical clearance of not less than 13 feet 6 inches.

507.1 Required Water Supply. International Fire Code 2018 Edition An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings or portions of buildings. (Hydrants) Expansion of the underground water main and fire hydrants

may be required down to the lots using the common paved drive due to the distance of the hose lay upon the way the truck travels.

5. [3969 Bolding Road | Rezone | from Agricultural Residential III \(AR-III\) to Planned Residential Development \(PRD\) | on a 29.65± acre tract located on the east side of Bolding Road, approximately 356 feet from its intersection with Pierce Drive | Zoned AR-III; Tax Parcel 15036B000037 | Proposed Use: 59-lot single-family development | ** Commission District 1 | CMWB Company, LLC, applicant](#)

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507.1 Required Water Supply. International Fire Code 2018 Edition An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings or portions of buildings. (Hydrants)

Thanks,

Jeff Suggs, NPQ Fire Inspector, Fire Investigator

Lieutenant, Hall County Fire Rescue

Hall County Government

Main: 770-531-6838 | Cell: 678-630-5727

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:

SCOTT PUCKETT, INC

REQUEST:

REZONE FROM PRD & S-S TO PCD FOR A MIXED-USE DEVELOPMENT

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: July 15, 2024

Time: 5:15 p.m.

COUNTY COMMISSION

Date: Aug. 22, 2024

Time: 6:00 p.m.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Jul 2, 2024 12:42:58
36 Ridge Road
Buford
Hall County
Georgia

ZONING NOTICE

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

APPLICANT: SCOTT PUCKETT, INC

REQUEST: REZONE FROM PRD & S-S TO PCD FOR A MIXED-USE DEVELOPMENT

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: July 15, 2024

Time: 5:15 p.m.

COUNTY COMMISSION

Date: Aug. 22, 2024

Time: 6:00 p.m.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Jul 2, 2024 12:46:05
4301 Friendship Road
Buford
Hall County
Georgia

ZONING NOTICE

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

APPLICANT: SCOTT PUCKETT, INC

REQUEST: REZONE FROM PRD & S-S TO PCD FOR A MIXED-USE DEVELOPMENT

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: July 15, 2024

Time: 5:15 p.m.

COUNTY COMMISSION

Date: Aug. 22, 2024

Time: 6:00 p.m.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Jul 2, 2024 12:40:02
4320 Ridge Road
Buford
Hall County
Georgia