



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

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

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Monday, September 09, 2024 - 03:00 PM**

Call to Order

Development Services

- 1 Approve the award of RFQ/P #45-008 Demand Services for On-Call Contractors for Building Permit Services, Inspections, and Plan Review for Development Services to NOVA Engineering and Environmental, LLC of Kennesaw, GA, ECS Southeast, LLC of Lawrenceville, GA, and SAFEbuilt Georgia, LLC of Decatur, GA. The estimated annual cost is \$100,000.00.

Fire Rescue

- 2 Approve the purchase of seventeen (17) Getac V110 patient care reporting computers for Fire Rescue to PCN Strategies, Inc. of Washington, DC, in the amount of \$50,503.26.

Gainesville-Hall Metropolitan Planning Organization (GHMPO)

- 3 Approve the application and award for the FY 2026 Georgia Department of Transportation Section 5303 Program Metropolitan Planning Grant for the Gainesville-Hall Metropolitan Planning Organization (MPO) to aid in regional transportation planning in the amount of \$145,103.75, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman or Vice Chairman to execute all related application and award documents. A 10% cash match is required.

Planning & Zoning

- 4 Approve the service level agreement for GIS Managed Services for Planning & Zoning to ROK Technologies, LLC of Mount Pleasant, CA, in the amount of \$100,308.00.
- 5 Public Hearing to transmit Hall County's updated Comprehensive Plan to the Georgia Mountains Regional Commission and the Georgia Department of Community Affairs for review.
- 6 Public Hearing to transmit Hall County's Unified Development Code to the Georgia Mountains Regional Commission and the Georgia Department of Community Affairs for review.

- 7 **5820 McEver Road | Amend Conditions of Zoning |** on a 3.57± acre tract located on the west side of McEver Road at its intersection with Lights Ferry Road | Zoned H-B, Tax Parcel 08119 000003 | **Proposed Use: Gas station and convenience store |** Commission District 2 | **Nabeel Group of Companies, Inc, applicant**
- 8 **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 side 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**
- 9 **5181 Dudley Hill Road | Use Subject to County Commission Approval |** 17.70.040 for a subdivision | on a 47.61± acre tract located on the west side 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**
- 10 **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 side 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**
- 11 **4518 & 4520 Cagle Road | Rezone |** from Agricultural Residential III (AR-III) to Light Industrial (I-I) & Gateway Corridors Overlay District (GCOD) | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | **Proposed Use: Permitted uses in light industrial zoning district |** Commission District 3 | **Rochester | DCCM, applicant**
- 12 **4518 & 4520 Cagle Road | Use Subject to County Commission |** 17.420.050 for outdoor storage within GCOD | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | **Proposed Use: Outdoor storage |** Commission District 3 | **Rochester | DCCM, applicant**
- 13 **5991 Swansey Road | Amend Conditions of Zoning |** on a 38.45 ± acre tract located on the south side of Swansey Road approximately 476 feet from its intersection with Circle Four Ranch | Zoned PRD, Tax Parcel 15048 000034 | **Proposed Use: 100-lot subdivision |** Commission District 1 | **Abernathy Engineering Group, applicant**
- 14 **0 & 3454 Gillsville Highway | Rezone |** from Agricultural Residential IV (AR-IV) to Planned Residential Development (PRD) | on a combined 30.78± acre tract located on the south side of Gillsville Highway (GA-323), approximately 370 feet from its intersection with East Hall Road | Zoned AR-IV; Tax Parcels 15016 000158A & 000028C | **Proposed Use: 20-lot residential subdivision |** Commission District 3 | **Sabina Chowdhury, applicant**

Public Works and Utilities

- 15 Approve the one-way street conversion on Spring Street between Highland Street and Victory Street, within the New Holland subdivision, in order to help reduce traffic volumes and improve safety as a result of the connection to the Publix Shopping along Victory Street. Commission District 4.
- 16 Approve the purchase of one (1) Caterpillar Skid Steer for Public Works & Utilities to Yancey Bros. Co. of Dacula, GA, in the amount of \$69,903.00.
- 17 Approve the purchase of one (1) Kubota Compact Track Loader for Public Works & Utilities to James Short Tractors & Equipment of Alto, GA, in the amount of \$76,265.91.
- 18 Approve the award of IFB #028-45 Highland Gate Subdivision Resurfacing & Drainage Improvement for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA, in the amount of \$1,079,395.00.
- 19 Approve the acceptance of a \$64,391.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities and Sidewalks in The Chateau by Highlands Subdivision. Commission District 1.

Sheriff's Office

- 20 Approve the purchase of five (5) vehicles for the Sheriff's Office:
 - a. Two (2) 2024 Chevrolet Silverado Police Pursuit Vehicles from Brannen Motor Company of Unadilla, GA, in the amount of \$106,400.00.
 - b. One (1) fully equipped 2021 Ford F-150 Police Responder, one (1) 2022 Ford Transit Connect, and one (1) 2023 Ford Transit Connect from Jacky Jones of Hayesville, NC, in the amount of \$112,611.97.
- 21 Approve the purchase and Memorandum of Understanding between ProntoTrak, Inc. and Hall County in regards to Ankle Bracelets Monitoring Equipment and Services for the Sheriff's Office. The estimated annual cost is \$125,000.00.

Tax Commissioner

- 22 Approve the purchase of a new Property Tax Management Software module for the Tax Commissioner's Office to Tyler Technologies, Inc. of Plano, TX, in the amount of \$1,749,034.40.

Treatment Services

- 23 Approve the purchase of drug screen testing kits and services for Treatment Services to Microgenics Corporation of Fremont, CA. The estimated cost is \$132,770.00.

County Administrator

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

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

Development Services

REPORT TO: Work Session (09/09/24)

REPORT TO: Voting Meeting (09/10/24)

ITEM NO: 456/2024

SUBJECT: Approve the award of RFQ/P #45-008 Demand Services for On-Call Contractors for Building Permit Services, Inspections, and Plan Review for Development Services to NOVA Engineering and Environmental, LLC of Kennesaw, GA, ECS Southeast, LLC of Lawrenceville, GA, and SAFEbuilt Georgia, LLC of Decatur, GA. The estimated annual cost is \$100,000.00.

Meetings:

Work Session Date: 09/09/24

Voting Meeting Date: 09/10/24

Executive Summary:

Presenter: RD

Recommendation:

Approval.

Purpose of Request:

Approve the award of RFQ/P #45-008 Demand Services for On-Call Contractors for Building Permit Services, Inspections, and Plan Review for Development Services to NOVA Engineering and Environmental, LLC of Kennesaw, GA, ECS Southeast, LLC of Lawrenceville, GA, and SAFEbuilt Georgia, LLC of Decatur, GA. The estimated annual cost is \$100,000.00.

History:

Facts and Issues:

Demand Services are to augment Development Services staff on an as-needed basis.

Options:

Department recommends award to the top three (3) scoring companies.

Funding Requested

\$ 100,000.00

Are funds within current budget?

Yes

Source of Funds

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

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Purchasing	Budget
RD	RD	AP	JM
Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

- Financial Supplement
- Bid Tabulation Summary
- Contract - SAFEbuilt
- Contract - ECS Southeast
- Contract - NOVA Engineering and Environmental



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

AGENDA ITEM 456/2024

Funds Requested: \$ 100,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	100-GENERAL FUND	7220-BUILDING INSPECTION	521000- PROFESSIONAL SERVICES	\$100,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: RDDSD

Phone: (770) 297-5544

Demand Services for On-Call Contractors for Building Permit Services, Inspections, and Plan Review					
RFQ/P #45-008	Maximum available points is 1,000. Below is the average total points for each bidder from highest to				
Bidders	NOVA Engineering & Environmental, LLC	ECS Southeast, LLC	Safebuilt Georgia, LLC	Bureau Viratos North America, Inc.	CPL Architecture, Engineering, Planning
Location	Kennesaw, GA	Lawrenceville, GA	Decatur, GA	Braselton, GA	Suwanee, GA

Average Technical Scores	607	620	554	554	567
Average Cost Scores	130	85	127	85	50
Total Scores	737	705	681	639	617
Percentage (of 100%)	74%	71%	68%	64%	62%

Bids mailed out: 21
Hall County Invitations: 0
Bids Received: 5
No Bids: 4
Non-Responsive Bids: 12



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

Date: August 22, 2024
To: Richard Higgins, Chairman, BOC
From: Andy Penick

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Taylor Samples

Your signature is requested to execute the attached Contract.

Bid/Contract No: RFQ/P #45-008

Contract Name: Demand Services for On-Call Contractors for Building Permit Services, Inspections and Plan Review

Department(s) Requesting Contract: Development Services

Award Recipient Names:

1. NOVA Engineering & Environmental, LLC
2. ECS Southeast, LLC
3. SAFEBuilt Georgia, LLC

Contract Description: Demand Services are to augment Development Services staff on an as-needed basis.

- Annual Contract New Renewal
- Price Increase Requested Percentage Increase: N/A
- Project/Service Contract Previous Spend: N/A
- Product Contract Requested Amount: \$100,000.00

Comments:

New Demand Services Contract.



Hall County Government
FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 45-008

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t. 770.535.8270 | f. 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

For the provision of
**Demand Services for On-Call Contractors
for Building Permit Services, Inspections,
and Plan Review**

ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for On-Call Contractors for Building Permit Services, Inspections, and Plan Review (hereinafter "Services") is made and as entered into as of _____ (execution date) and _____ (effective date) is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and **SAFEbuilt Georgia, LLC, a whole subsidiary of SAFEbuilt, LLC**, located at **444 N. Cleveland Avenue, Loveland, Colorado 80537** (hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

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

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

WHEREAS the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

WHEREAS this contract will become legally binding upon signature by both Parties; and,

WHEREAS any attached documents, plans, exhibits, are all incorporated herein by reference, and,

NOW, THEREFORE and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part hereof, and

other good and valuable consideration expressed by a valid offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

- A. Contractors shall provide supervision, labor, equipment, and materials necessary to perform all the services.
- B. Contractor agrees to provide the support Services to the County including building inspections, building plan review, occupancy inspections for licensing, permit processing and review to the Building Inspections division. Task Orders are on an as-needed basis due to increase in volume of applications, inspection requests, and plan review requests, or temporary staffing shortages due to vacation, sick leave, workman's comp, or temporary vacancies of positions. The County will issue Task Orders for specific projects to be named.
- C. Contractor shall not perform any work outside of the Scope of Work. Such work will not be compensated.

ARTICLE #103 – NOTICES

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

COUNTY PROJECT MANAGER

Randi Doveton
Planning and Development Director
Hall County Community Development
and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
rdoveton@hallcounty.org
Ph: (770) 297-5544

COUNTY ISSUING OFFICER

Andy Penick
Purchasing Manager
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
apenick@hallcounty.org
Ph: (770) 531-4939

CONTRACTOR'S CONTACT INFORMATION

Name: **Chris Giordano**
Title: **Chief Executive Officer**
Company Name: **SAFEbuilt, LLC**
Physical Address: **444 N. Cleveland Avenue**
City, State, ZIP: **Loveland, Colorado 80537**
Email: **cgiordano@safebuilt.com**
Phone: **954.266.6475**

**REMIT TO ADDRESS (if different): SAFEbuilt, LLC, Lockbox# 88135, PO Box 88135,
Chicago, IL 60680-1135**

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

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

ARTICLE #105 – CONTRACT TERM

This is a multi-year contract for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed. Renewals must be mutually executed each year on the anniversary of the execution date.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

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

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

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

- B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

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

ARTICLE #108 – TERMINATION PROVISIONS

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

- A. **Termination for Convenience.** Following sixty (60) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
 2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
 5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
1. Immediately terminate the Contract for default without additional written notice; and/or,

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.
- E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
 2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized.
 3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
 4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds (if required) when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.
- F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- H. **Liquidated Damages - Reserved**

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES (SUBCONTRACTORS)

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

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

ARTICLE #114 – RECORDS

- A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.
- B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line

representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractor's performance of work.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance: Required for all contracts.

- \$500,000 Bodily Injury by Accident – Each Accident
- \$500,000 Bodily Injury by Disease – Each Disease
- \$500,000 Bodily Injury by Disease – Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed

officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC. This provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all contracts.

- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising Injury
- \$500,000 Damages to Premises/Fire/Legal
- \$5,000 Medical Payments

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts.

\$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

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

Pollution Liability. Required for all road construction projects, work near wastewater, solid waste lines, or any work that involves handling, transporting, disposing, or working with hazardous materials, pollutants, water reclamation facilities, waste management, or other potentially toxic chemicals.

- \$1,000,000 per Occurrence
- \$1,000,000 Aggregate

Additional Provisions:

- Minimum limit of \$5,000,000 per occurrence for all contracts over \$50,000,000 or involving any special risks or high hazard activities

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

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

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

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

Additional Provisions: Coverage shall include at a minimum:

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

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

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

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

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

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

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

Additional Provisions: Coverage should include owned, hired, and non-owned aircraft/aviation.

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

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

Builders Risk: Recommended for most construction projects.

Hall County requires Builders Risk Coverage to be purchased by the Contractor for any construction project under \$10,000,000 insuring the full value of the project.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

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

B. Invoice/Payment

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

C. Unsatisfactory Performance/Delay of Payment

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the County's Project Manager identified in *ARTICLE #103*

– *NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.
- D. **Set-Off Against Sums Owed by the Contractor.** If the Contractor owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS - RESERVED

ARTICLE #124 – RETAINAGE - RESERVED

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment

eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) from any subcontractor providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

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

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.


ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.

3. The terms and conditions set forth herein shall supersede and govern over all Contractor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the Contractor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's terms and conditions.
6. The terms "supplier", "vendor", "bidder", "offeror", "Contractor", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement, unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memoranda of understanding and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to addresses exist on the PO.
20. The County shall have the right to inspect all goods or services at the time and place of delivery. The risk of loss of goods shall pass to the County upon completion and final acceptance of the project delivery.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.

23. Contractor agrees not to assign, in full or in part, this Contract to another party without the County's expressed written consent. Any attempted assignment or delegation shall void and make ineffectual this Contract for all intents and purposes.
24. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
25. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
26. All goods and services supplied pursuant to a PO shall, unless otherwise stated, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
27. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid for in full by the County are considered County property and shall be delivered to the County upon request.
28. If a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
29. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the Supplier certifies that it and its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination and freight. Shipping and delivery shall be pre-paid and added to the invoice as a separate line item. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

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

Print Company's Full Legal Name Below:

SAFEBUILT, LLC

By: [Signature]

Print Name: Chris Giordano

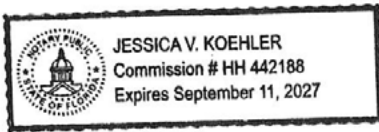
Title: Chief Executive Officer

Sworn to and subscribed before me this

28 Day of June, 2024.

Notary Public: [Signature]

Notary commission expires: September 11, 2027



HALL COUNTY, GEORGIA

By: _____

Richard Higgins, Chairman
Hall County Board of Commissioners

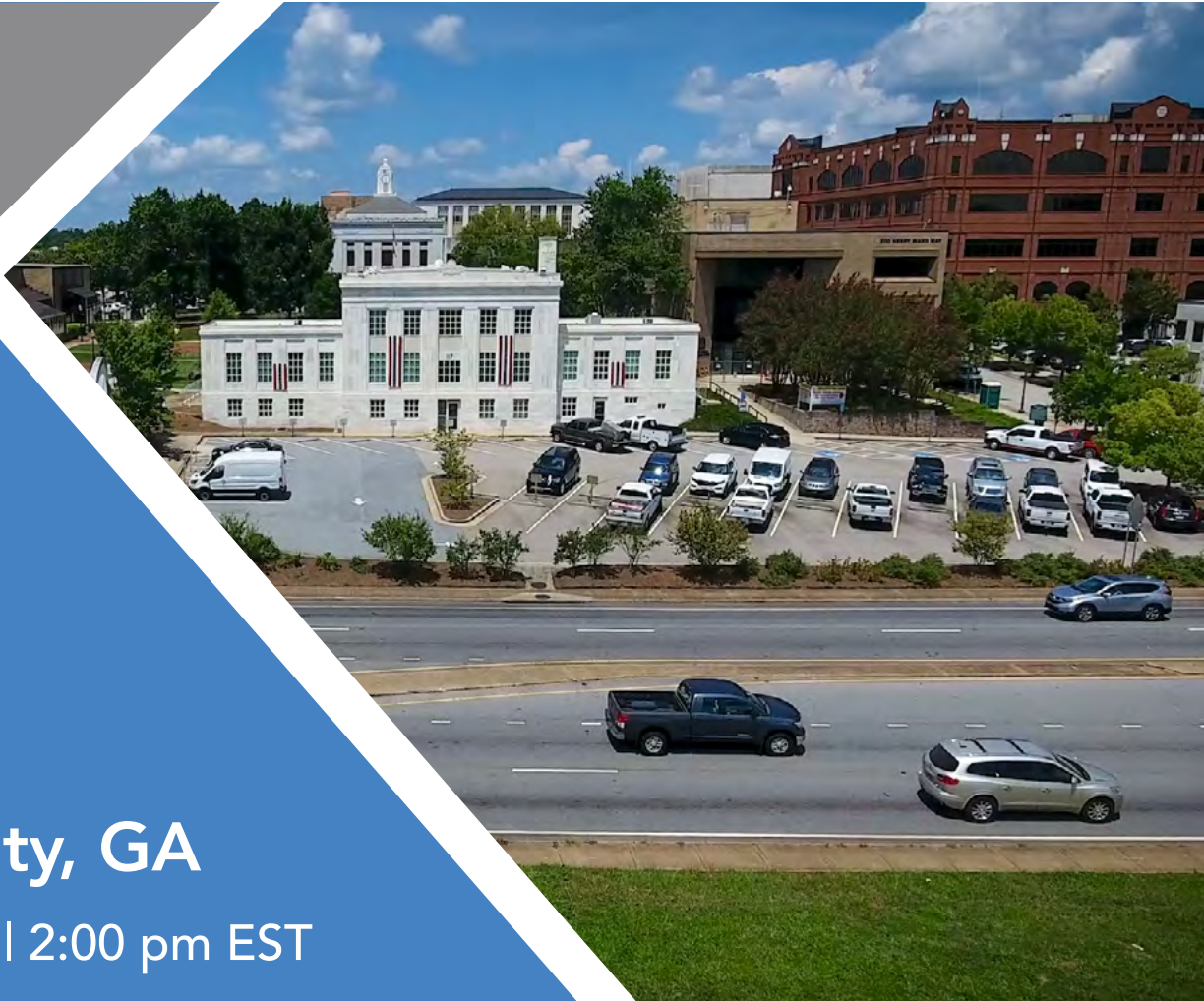
Date: _____

Attestation: _____

Board of Commissioners Clerk



RFQ/P #45-008 | Cost Proposal
Demand Services for On-Call
Contractors for Building Permit Services,
Inspections, and Plan Review
ELECTRONIC COPY



Hall County, GA

July 11, 2024 | 2:00 pm EST

Steve Nero

Vice President of Sales
312.339.0436
snero@safebuilt.com

Eddie Moore

Regional Operations Director
770.817.0830
emoore@safebuilt.com

SAFEbuilt Georgia, LLC
2635 Talley Street, Decatur, GA 30031
P: 772.233.6361 | www.SAFEbuilt.com





Hall County Government
FINANCIAL SERVICES

EXHIBIT C

Mandatory Cost Proposal Worksheet
RFQ/P # 45-008 Building Permit Services,
Inspections, and Plan Review

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t 770.535.8270 | f 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Company Name: SAFEbuilt Georgia, LLC

Bidder's Name: Chris Giordano, Chief Executive Officer

Bidder's Signature: 

Date: June 28, 2024

Plan Review Staff:

List name, title and hourly rate of each staffer

Name	Title	Hourly Rate
Don Wilkins, CBO, CFM, MCP	Plans Examiner	\$115.00
Andrew Bevis, CBO, MCP	Plans Examiner	\$115.00
Jacob Doub, CBO, CFM, MCP	Plans Examiner	\$115.00
Perry Hendershott, ICC	Plans Examiner	\$115.00
Jorge Valido, ICC	Plans Examiner	\$115.00
Rob Mathis, CFM	Plans Examiner	\$115.00
Tommy McCullers, ICC	Plans Examiner	\$115.00

Staff Credentials

List credentials of each staffer

DON WILKINS, CBO, CFM, MCP

International Code Council

- Accessibility Inspector/Plans Examiner
- Building Code Specialist
- Building Inspector
- Building Plans Examiner
- **Certified Building Official**
- **Certified Fire Marshal**
- Combination Inspector
- Combination Inspector - Legacy
- Commercial Combination Inspector
- Electrical Code Specialist
- Electrical Inspector
- Electrical Plans Examiner
- Fire Code Specialist
- Fire Inspector I

- Fire Inspector II
- Fire Plans Examiner
- **Master Code Professional**
- Mechanical Inspector
- Mechanical Inspector UMC
- Plumbing Code Specialist
- Plumbing Inspector
- Plumbing Inspector UPC
- Plumbing Plans Examiner
- Residential Energy Inspector/Plans Examiner

International Association of Electrical Inspectors

- One & Two Family Dwelling
- General Electrical Inspector
- Electrical Plan Review

National Fire Protection Association

- Certified Fire Inspector I, II, III
- Certified Plans Examiner I, II

ANDREW BEVIS, CBO, MCP

Education

- BS, Architectural Studies; Southern Illinois University

International Code Council

- Accessibility Inspector/Plans Examiner
- Building Code Specialist
- Building Inspector
- Building Plans Examiner
- **Certified Building Official**
- Combination Inspector
- Commercial Building Inspector
- Commercial Combination Inspector
- Commercial Electrical Inspector
- Commercial Fire Sprinkler Inspector
- Commercial Fire Sprinkler Plans Examiner
- Commercial Mechanical Inspector
- Commercial Plumbing Inspector
- Electrical Inspector
- Fire Inspector I
- Fire Plans Examiner
- **Master Code Professional**
- Mechanical Code Specialist
- Mechanical Inspector
- Mechanical Plans Examiner
- Plumbing Code Specialist
- Plumbing Inspector
- Plumbing Plans Examiner
- Property Maintenance and Housing Inspector
- Residential Building Inspector
- Residential Combination Inspector
- Residential Electrical Inspector

- Residential Energy Inspector/Plans Examiner
- Residential Fire Sprinkler Inspector/Plans Examiner
- Residential Mechanical Inspector
- Residential Plans Examiner
- Residential Plumbing Inspector

JACOB DOUB, CBO, CFM, MCP

Education

- BS, Architecture; Academy of Art University

International Code Council

- Accessibility Inspector/Plans Examiner
- Building Code Specialist
- Building Inspector
- Building Plans Examiner
- **Certified Building Official**
- **Certified Fire Marshal**
- Coastal and Floodplain Construction Inspector
- Combination Inspector
- Combination Plans Examiner
- Commercial Building Inspector
- Commercial Combination Inspector
- Commercial Electrical Inspector
- Commercial Energy Inspector
- Commercial Energy Plans Examiner
- Commercial Mechanical Inspector
- Commercial Plumbing Inspector
- Electrical Code Specialist
- Electrical Inspector
- Electrical Plans Examiner
- Fire Code Specialist
- Fire Inspector I
- Fire Inspector II
- Fire Plans Examiner
- Fuel Gas Inspector
- **Master Code Professional**
- Mechanical Code Specialist
- Mechanical Inspector
- Mechanical Plans Examiner
- Plumbing Code Specialist
- Plumbing Inspector
- Plumbing Plans Examiner
- Property Maintenance and Housing Inspector
- Residential Building Inspector
- Residential Combination Inspector
- Residential Electrical Inspector
- Residential Energy Inspector/Plans Examiner
- Residential Fire Sprinkler Inspector/Plans Examiner
- Residential Mechanical Inspector
- Residential Plumbing Inspector

PERRY HENDERSHOTT, ICC

International Code Council

- Commercial Mechanical Inspector
- Commercial Plumbing Inspector
- Mechanical Plans Examiner
- Plumbing Plans Examiner

JORGE VALIDO, ICC

Education

- Local 725 Air Conditioning Pipefitters Apprenticeship Program

International Code Council

- Commercial Electrical Inspector
- Mechanical Plans Examiner

ROB MATHIS, CFM

Education

- AS, Fire Science; Columbia Southern University
- Paramedic Technology; Darton College

International Code Council

- **Certified Fire Marshal**
- Fire Inspector I
- Fire Inspector II

National Fire Protection Association (NFPA)

- Fire Protection Specialist
- Certified Fire Plans Examiner

National Pro Board

- Fire Instructor I
- Firefighter II
- Fire Inspector III
- HAZMAT Technician
- Fire & Life Safety Educator
- Fire Plan Review

Georgia Department of Human Services

- Licensed Paramedic #P004145

TOMMY MCCULLERS, ICC

International Code Council

- Commercial Fire Sprinkler Plans Examiner
- Fire Inspector I
- Fire Inspector II
- Fire Plans Examiner

National Fire Protection Association (NFPA)

- NFPA Fire Inspector I and II
- NFPA Fire Plans Examiner

National Pro Board

- Fire Fighter I
- Fire Fighter II
- Fire Fighter III
- Fire Inspector I
- Fire Instructor I
- Hazardous Materials First Responder at the Awareness Level
- Fire Inspector III

State of Georgia

- Georgia Smoke Diver Certification #586

National Institute for Certification in Engineering Technologies (NICET)

- Water-Based Systems Layout Level I #149272

Plan Review Cycle Rate

List plan review cycle rate

- \$115.00 per hour

Minimum/Maximum Per Plan Set Rate

List minimum per plan set/maximum per plan set rate

- \$115.00 per hour with a one-hour minimum

Inspectors:

List name, title and hourly rate

Name	Title	Hourly Rate
Robert Gutowski, CBO	Inspector	\$90.00
Robert Collom, CBCO, CBO	Inspector	\$90.00
Leo Ruiz, ICC	Inspector	\$90.00

Staff Credentials

List credentials of each staffer

ROBERT GUTOWSKI, CBO

Education

- BS, Construction Management; North Lexington University

International Code Council

- **Certified Building Official**
- Residential Building Inspector

Building Officials Association of Georgia (BOAG)

- Building Official - Level 5 Professional

National Association of Home Inspectors

- Certified Professional Home Inspector #0000062245
 - Level 1B Inspector
 - Level II Plans Examiner

National Flood Insurance Program (NFIP)

- Certified Inspector

Georgia Firefighter Standards and Training Council

- Certified Firefighter

ROBERT COLLOM, CBCO, CBO

International Code Council

- Building Code Specialist
- Building Inspector
- Building Plans Examiner
- **Certified Building Code Official**
- **Certified Building Official**
- Residential Combination Inspector

Georgia Soil and Water Conservation

- Certification #0000004541
 - Level 1A Inspector
 - Level 1B Inspector

LEANDRO "LEO" RUIZ, ICC

International Code Council

- Commercial Mechanical Inspector
- Commercial Plumbing Inspector
- Mechanical Inspector
- Mechanical Plans Examiner
- Plumbing Inspector
- Plumbing Plans Examiner
- Residential Building Inspector
- Residential Combination Inspector
- Residential Electrical Inspector
- Residential Mechanical Inspector
- Residential Plumbing Inspector

Georgia Soil and Water Conservation

- Certification #0000082187
 - Level 1A Inspector
 - Level 1B Inspector

Per Inspection Rate

List per inspection rate

- \$90.00 per hour

Minimum/Maximum Per Plan Set Rate

- \$90.00 per hour with a two-hour minimum

Permit Specialist Techs:

List name, title and hourly rate of each staffer

Name	Title	Hourly Rate
Ashlee Smith, ICC	Permit Specialist	\$65.00

ASHLEE SMITH, ICC

Staff Credentials

List credentials of each staffer

International Code Council

- Permit Technician

Plan Review Cycle Rate

List plan review cycle rate

- \$65.00 per hour

Minimum/Maximum Per Plan Set Rate

List minimum per plan set/maximum per plan set rate

- \$65.00 per hour with a one-hour minimum

Support and Administrative Staff:

List name, title and hourly rate of each staffer involved in the contract

Name	Title	Hourly Rate
Ringo McCollum, CBO, MCP	Project Manager	*\$105.00/hour with one-hour minimum

Minimum/Maximum Per Plan Set Rate

List minimum and maximum per occurrence rate

- *\$105.00 per hour with a one-hour minimum

***NOTE:** The Project Manager role is typically a value-added role. The position is responsible for overseeing our team, project-to-workload scheduling, and quality control/quality assurance of plan reviews. Any additional responsibilities outside of this team management role will be charged at the hourly rate shown in the table above.

Auxiliary Services:

Mileage rate, where mileage would begin (business office, inspector's home, or another location).

Mileage is included in the hourly rate for each role.

Miscellaneous Fees:

List any additional fees, name of service and amount.

Prices are all-inclusive. All overhead materials and equipment— such as tablets, codebooks, mobile phones, mileage, and professional attire—are included in the proposed hourly fee for each role.



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

Date: August 22, 2024
To: Richard Higgins, Chairman, BOC
From: Andy Penick

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Taylor Samples

Your signature is requested to execute the attached Contract.

Bid/Contract No: RFQ/P #45-008

Contract Name: Demand Services for On-Call Contractors for Building Permit Services, Inspections and Plan Review

Department(s) Requesting Contract: Development Services

Award Recipient Names:

1. NOVA Engineering & Environmental, LLC
2. ECS Southeast, LLC
3. SAFEBuilt Georgia, LLC

Contract Description: Demand Services are to augment Development Services staff on an as-needed basis.

- Annual Contract New Renewal
- Price Increase Requested Percentage Increase: N/A
- Project/Service Contract Previous Spend: N/A
- Product Contract Requested Amount: \$100,000.00

Comments:

New Demand Services Contract.



Hall County Government
FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES
STATE OF GEORGIA COUNTY OF HALL CONTRACT # 45-008

For the provision of
**Demand Services for On-Call Contractors
for Building Permit Services, Inspections,
and Plan Review**

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for On-Call Contractors for Building Permit Services, Inspections, and Plan Review (hereinafter “Services”) is made and as entered into as of _____ (execution date) and _____ (effective date) is by and between Hall County, Georgia, Board of Commissioners, (hereinafter “County”) located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and ECS Southeast, LLC, located at 1550 North Brown Road, Suite 140, Lawrenceville, GA 30043 (hereinafter “Contractor”). Contractor is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a “Party” and collectively as the “Parties”.

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

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

WHEREAS the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

WHEREAS this contract will become legally binding upon signature by both Parties; and,

WHEREAS any attached documents, plans, exhibits, are all incorporated herein by reference, and,

NOW, THEREFORE and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part hereof, and

other good and valuable consideration expressed by a valid offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

- A. Contractors shall provide supervision, labor, equipment, and materials necessary to perform all the services.
- B. Contractor agrees to provide the support Services to the County including building inspections, building plan review, occupancy inspections for licensing, permit processing and review to the Building Inspections division. Task Orders are on an as-needed basis due to increase in volume of applications, inspection requests, and plan review requests, or temporary staffing shortages due to vacation, sick leave, workman’s comp, or temporary vacancies of positions. The County will issue Task Orders for specific projects to be named.
- C. Contractor shall not perform any work outside of the Scope of Work. Such work will not be compensated.

ARTICLE #103 – NOTICES

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

COUNTY PROJECT MANAGER

Randi Doveton
Planning and Development Director
Hall County Community Development
and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
rdoveton@hallcounty.org
Ph: (770) 297-5544

COUNTY ISSUING OFFICER

Andy Penick
Purchasing Manager
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
apenick@hallcounty.org
Ph: (770) 531-4939

CONTRACTOR'S CONTACT INFORMATION

Name: L. Ray Gideon
Title: Vice President
Company Name: ECS Southeast, LLC
Physical Address: 1550 North Brown Road, Suite 140, Lawrenceville, GA 30043
City, State, ZIP: Lawrenceville, GA 30043
Email: RGideon@ecslimited.com
Phone: 404.392.3723

REMIT TO ADDRESS (if different): _____

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

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

ARTICLE #105 – CONTRACT TERM

This is a multi-year contract for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed. Renewals must be mutually executed each year on the anniversary of the execution date.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

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

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

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

- B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

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

ARTICLE #108 – TERMINATION PROVISIONS

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

- A. **Termination for Convenience.** Following sixty (60) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
 2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
 5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
1. Immediately terminate the Contract for default without additional written notice; and/or,

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.
- E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
 2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized.
 3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
 4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds (if required) when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.
- F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- H. **Liquidated Damages - Reserved**

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES (SUBCONTRACTORS)

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

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

ARTICLE #114 – RECORDS

- A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.
- B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line

representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractor's performance of work.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance: Required for all contracts.

- \$500,000 Bodily Injury by Accident – Each Accident
- \$500,000 Bodily Injury by Disease – Each Disease
- \$500,000 Bodily Injury by Disease – Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed

officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC. This provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all contracts.

- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising Injury
- \$500,000 Damages to Premises/Fire/Legal
- \$5,000 Medical Payments

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts.

\$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

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

Pollution Liability. Required for all road construction projects, work near wastewater, solid waste lines, or any work that involves handling, transporting, disposing, or working with hazardous materials, pollutants, water reclamation facilities, waste management, or other potentially toxic chemicals.

- \$1,000,000 per Occurrence
- \$1,000,000 Aggregate

Additional Provisions:

- Minimum limit of \$5,000,000 per occurrence for all contracts over \$50,000,000 or involving any special risks or high hazard activities

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

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

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

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

Additional Provisions: Coverage shall include at a minimum:

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

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

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

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

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

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

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

Additional Provisions: Coverage should include owned, hired, and non-owned aircraft/aviation.

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

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

Builders Risk: Recommended for most construction projects.

Hall County requires Builders Risk Coverage to be purchased by the Contractor for any construction project under \$10,000,000 insuring the full value of the project.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

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

B. Invoice/Payment

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

C. Unsatisfactory Performance/Delay of Payment

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the County’s Project Manager identified in *ARTICLE #103*

– *NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.
- D. **Set-Off Against Sums Owed by the Contractor.** If the Contractor owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS - RESERVED

ARTICLE #124 – RETAINAGE - RESERVED

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment

eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) from any subcontractor providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

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

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.

3. The terms and conditions set forth herein shall supersede and govern over all Contractor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the Contractor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's terms and conditions.
6. The terms "supplier", "vendor", "bidder", "offeror", "Contractor", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement, unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memoranda of understanding and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to addresses exist on the PO.
20. The County shall have the right to inspect all goods or services at the time and place of delivery. The risk of loss of goods shall pass to the County upon completion and final acceptance of the project delivery.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.

23. Contractor agrees not to assign, in full or in part, this Contract to another party without the County's expressed written consent. Any attempted assignment or delegation shall void and make ineffectual this Contract for all intents and purposes.
24. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
25. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
26. All goods and services supplied pursuant to a PO shall, unless otherwise stated, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
27. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid for in full by the County are considered County property and shall be delivered to the County upon request.
28. If a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
29. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the Supplier certifies that it and its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination and freight. Shipping and delivery shall be pre-paid and added to the invoice as a separate line item. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

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

Print Company's Full Legal Name Below:

ECS Southeast, LLC

By: [Signature]

Print Name: L. Ray Gideon

Title: Vice President

HALL COUNTY, GEORGIA

By: _____

Richard Higgins, Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

12th Day of August, 2024.

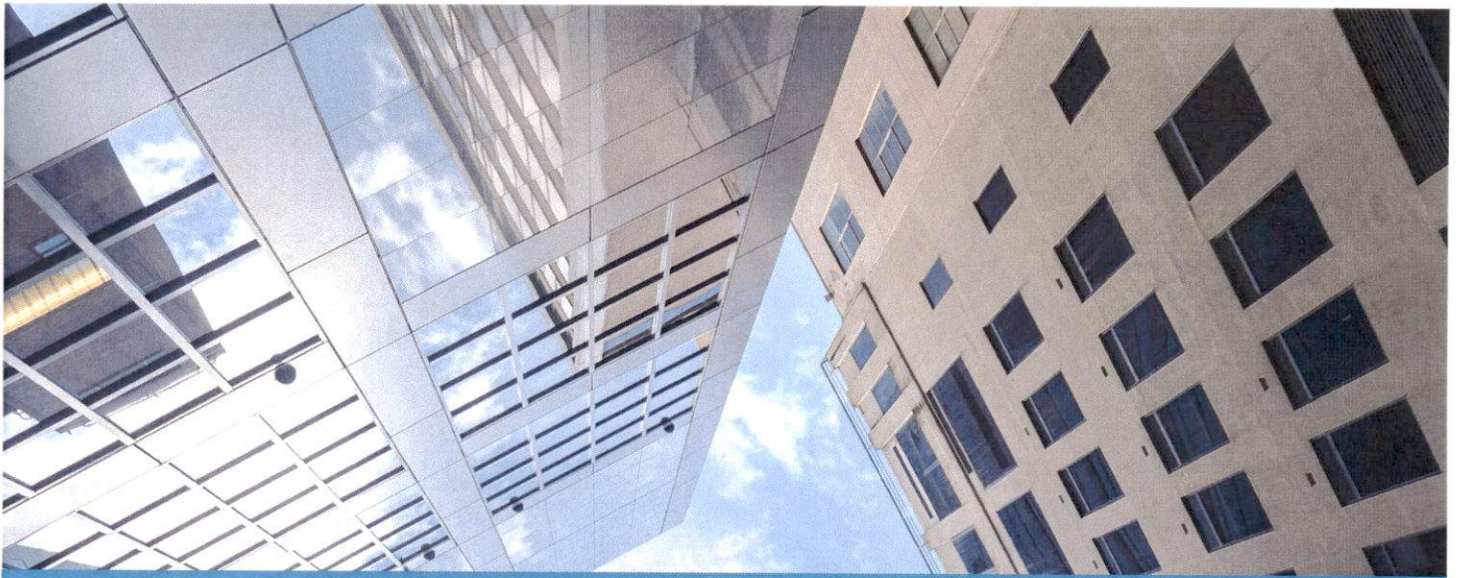
Notary Public: [Signature]

Notary commission expires: 08.29.2024

Attestation: _____

Board of Commissioners Clerk





HALL COUNTY GOVERNMENT

Request for Qualifications: Demand Services for On-Call Contractors for
Permit Services, Inspections, and Plan Review

RFQ/P #45-008 | Cost Proposal Worksheets

July 11, 2024, 2:00 PM



POINT OF CONTACT

L. Ray Gideon
Vice President

678.460.5473 ✉ RGideon@ecslimited.com

ecslimited.com





Hall County Government
FINANCIAL SERVICES

EXHIBIT C

Mandatory Cost Proposal Worksheet
RFQ/P # 45-008 Building Permit Services,
Inspections, and Plan Review

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Company Name: ECS Southeast, LLC

Bidder's Name: L. Ray Gideon, Vice President

Bidder's Signature: 

Date: July 11, 2024

Plan Review Staff:

Ryon Schewe, Senior Project Manager \$150.00/hour

ICC Certifications: Master Code Professional, Certified Building Official, Certified Fire Marshal, Residential Plans Examiner, Building Plans Examiner, Plumbing Plans Examiner, Building Code Specialist, Plumbing Code Specialist, Accessibility Plans Examiner, Fire Codes and Standards, Fire Plans Examiner, Residential Energy Plans Examiner

Plan Review Cycle Rate: 10 Business Day First Review and 5 Business Day subsequent review cycle rate for Residential Review
15 Business Day First Review and 5 Business Day subsequent review cycle rate for Commercial, Fire Life Safety and MEP Reviews

Minimum/Maximum Per Plan Set:

Residential: \$270.00 minimum/\$0.60 per square foot maximum
Commercial: \$300.00 minimum/\$1.00 per square foot maximum
Fire Life Safety/MEP/Accessibility: \$300.00 minimum/\$1.00 per square foot maximum

Jeffery Morrison, Project Manager \$135.00/hour

ICC Certifications: Certified Building Official, Residential Plans Examiner, Mechanical Plans Examiner, Electrical Plans Examiner

Plan Review Cycle Rate: 10 Business Day First Review and 5 Business Day subsequent review cycle rate for Residential Review
15 Business Day First Review and 5 Business Day subsequent review cycle rate for MEP Reviews



Minimum/Maximum Per Plan Set:

Residential: \$270.00 minimum/\$0.60 per square foot maximum
Commercial: \$270.00 minimum/\$1.00 per square foot maximum
Fire Life Safety/MEP/Accessibility: \$270.00 minimum/\$1.00 per square foot maximum

Daniel Windham, Project Manager \$135.00/hour

ICC Certifications: Master Code Professional, Accessibility Plans Examiner, Building Plans Examiner, Fire Plans Examiner, Commercial Energy Plans Examiner, Residential Energy Plans Examiner.

Plan Review Cycle Rate: 10 Business Day First Review and 5 Business Day subsequent review cycle rate for Residential Review
15 Business Day First Review and 5 Business Day subsequent review cycle rate for MEP Reviews

Minimum/Maximum Per Plan Set:

Residential: \$270.00 minimum/\$0.60 per square foot maximum
Commercial: \$270.00 minimum/\$1.00 per square foot maximum
Fire Life Safety/MEP/Accessibility: \$270.00 minimum/\$1.00 per square foot maximum

Inspectors:

Ryon Schewe, Senior Project Manager \$150.00/hour

ICC Certifications: Master Code Professional, Certified Building Official, Certified Fire Marshal, Residential and Commercial Combination Inspector, Residential and Commercial Building, Mechanical, Plumbing and Electrical Inspector, Building Code Specialist, Plumbing Code Specialist, Accessibility Inspector, Fire Inspector I, Fire Codes and Standards.
GSWCC Level IB Certified Inspector

Per Inspection Rate:

Inspection Minimum Per Occurrence \$300.00
Inspection Maximum Per Occurrence \$1050.00

Spencer Cape, Project Manager \$135.00/hour

ICC Certifications: Commercial Combination Inspector, Commercial Building Inspector, Commercial Electrical Inspector, Commercial Plumbing Inspector, Commercial Mechanical Inspector.
GSWCC Level IB Certified Inspector

Per Inspection Rate:

Inspection Minimum Per Occurrence \$270.00
Inspection Maximum Per Occurrence \$945.00

Jeffery Morrison, Project Manager \$135.00/hour

ICC Certifications: Certified Building Official, Commercial Combination Inspector, Electrical Inspector, Combination Inspector, Building Inspector, Commercial Building Inspector, Residential Combination Inspector, Commercial Mechanical Inspector, Mechanical Code Specialist, Residential Electrical Inspector, Plumbing Inspector, Residential Plumbing Inspector, Residential Mechanical Inspector, Commercial Plumbing Inspector, Commercial Electrical Inspector.

Minimum/Maximum Per Plan Set:

Residential: \$270.00 minimum/\$0.60 per square foot maximum

MEP: \$270.00 minimum/\$1.00 per square foot maximum

Matthew Rush, Project Manager \$135.00/hour

ICC Certifications: Master Code Professional, Certified Building Official, Certified Mechanical Code Official, Certified Plumbing Code Official, Certified Electrical Code Official, Accessibility Plans Examiner, Electrical Code Specialist, Mechanical Code Specialist, Building Code Specialist, Residential Energy Plans Examiner, Plumbing Plans Examiner, Mechanical Plans Examiner.

Plan Review Cycle Rate: 10 Business Day First Review and 5 Business Day subsequent review cycle rate for Residential Review

15 Business Day First Review and 5 Business Day subsequent review cycle rate for MEP Reviews

Minimum/Maximum Per Plan Set:

Residential: \$270.00 minimum/\$0.60 per square foot maximum

Commercial: \$270.00 minimum/\$1.00 per square foot maximum

MEP: \$270 minimum/\$1.00 per square foot maximum

Robert Perry, Senior Project Manager \$150.00/hour

ICC Certifications: Master Code Professional, Certified Building Official, Certified Housing Code Official, Fire Plans Examiner, Certified Fire Code Official, Certified Mechanical Code Official, Certified Building Code Official, Combination Plans Examiner, Electrical Code Specialist, Mechanical Code Specialist, Building Code Specialist, Fire Code Specialist, Plumbing Code Specialist, Mechanical Plans Examiner, Electrical Plans Examiner, Plumbing Plans Examiner, Residential Energy Plans Examiner, Certified Plumbing Code Official.

Plan Review Cycle Rate: 10 Business Day First Review and 5 Business Day subsequent review cycle rate for Residential Review

15 Business Day First Review and 5 Business Day subsequent review cycle rate for Commercial, Fire Life Safety and MEP Reviews

Minimum/Maximum Per Plan Set:

Residential: \$270.00 minimum/\$0.60 per square foot maximum

Commercial: \$300.00 minimum/\$1.00 per square foot maximum

Fire Life Safety/MEP/Accessibility: \$340.00 minimum/\$1.00 per square foot maximum

Kevin Crowe, Project Manager \$135.00/hour

ICC Certifications: Master Code Professional, Certified Building Official, Certified Fire Marshal, Building Codes and Standards, Fire Code Specialist, Certified Sustainability Professional, Accessibility Plans Examiner, Building Plans Examiner, Fire Plans Examiner, Residential Plans Examiner, Commercial Energy Plans Examiner, Residential Energy Plans Examiner, Commercial Green Construction Professional, Fire Codes and Standards.

Plan Review Cycle Rate: 10 Business Day First Review and 5 Business Day subsequent review cycle rate for Residential Review

15 Business Day First Review and 5 Business Day subsequent review cycle rate for MEP Reviews

Per Inspection Rate:

Inspection Minimum Per Occurrence \$270.00
Inspection Maximum Per Occurrence \$945.00

Donald Goglio, Project Manager \$135.00/hour

ICC Certifications: Commercial Combination Inspector, Commercial Building Inspector, Commercial Electrical Inspector, Commercial Plumbing Inspector, Commercial Mechanical Inspector, Fire Inspector I, Fire Inspector II, Accessibility Inspector.

Per Inspection Rate:

Inspection Minimum Per Occurrence \$270.00
Inspection Maximum Per Occurrence \$945.00

Permit Specialist Techs:

Spencer Cape, Project Manager \$135.00/hour

ICC Certifications: Commercial Combination Inspector, Commercial Building Inspector, Commercial Electrical Inspector, Commercial Plumbing Inspector, Commercial Mechanical Inspector.
GSWCC Level IB Certified Inspector

Plan Cycle Rate: One Business Day

Minimum/Maximum Per Plan Set:

\$67.50 minimum/\$135.00 maximum

Support and Administerial Staff:

Ray Gideon, Vice President, Principal \$220/hour

\$55.00 minimum/\$220.00 maximum per occurrence

Shea Johnson, Department Manager \$200/hour

\$50.00 minimum/\$200.00 maximum per occurrence

Ryon Schewe, Senior Project Manager \$150/hour

\$37.50 minimum/\$150.00 maximum per occurrence

Spencer Cape, Project Manager \$135.00/hour

\$33.75 minimum/\$135.00 maximum per occurrence

Michelle Valintine, Office Administrator \$65.00/hour

\$9.75 minimum/\$65.00 maximum per occurrence

Auxiliary Services:

Milage Rate \$0.70/mile from 1550 North Brown Road, Lawrenceville GA 30043

Miscellaneous Fees:

None



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

Date: August 22, 2024
To: Richard Higgins, Chairman, BOC
From: Andy Penick

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Taylor Samples

Your signature is requested to execute the attached Contract.

Bid/Contract No: RFQ/P #45-008

Contract Name: Demand Services for On-Call Contractors for Building Permit Services, Inspections and Plan Review

Department(s) Requesting Contract: Development Services

Award Recipient Names:

1. NOVA Engineering & Environmental, LLC
2. ECS Southeast, LLC
3. SAFEBuilt Georgia, LLC

Contract Description: Demand Services are to augment Development Services staff on an as-needed basis.

- Annual Contract New Renewal
- Price Increase Requested Percentage Increase: N/A
- Project/Service Contract Previous Spend: N/A
- Product Contract Requested Amount: \$100,000.00

Comments:

New Demand Services Contract.



Hall County Government

FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 45-008

For the provision of

Demand Services for On-Call Contractors for Building Permit Services, Inspections, and Plan Review

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for On-Call Contractors for Building Permit Services, Inspections, and Plan Review (hereinafter “Services”) is made and as entered into as of _____ (execution date) and _____ (effective date) is by and between Hall County, Georgia, Board of Commissioners, (hereinafter “County”) located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and [NOVA Engineering & Environmental LLC](#), located at [3900 Kennesaw 75 Pkwy, Suite 100, Kennesaw, GA, 30144](#) (hereinafter “Contractor”). Contractor is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a “Party” and collectively as the “Parties”.

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

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

WHEREAS the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

WHEREAS this contract will become legally binding upon signature by both Parties; and,

WHEREAS any attached documents, plans, exhibits, are all incorporated herein by reference, and,

NOW, THEREFORE and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part hereof, and

other good and valuable consideration expressed by a valid offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

- A. Contractors shall provide supervision, labor, equipment, and materials necessary to perform all the services.
- B. Contractor agrees to provide the support Services to the County including building inspections, building plan review, occupancy inspections for licensing, permit processing and review to the Building Inspections division. Task Orders are on an as-needed basis due to increase in volume of applications, inspection requests, and plan review requests, or temporary staffing shortages due to vacation, sick leave, workman’s comp, or temporary vacancies of positions. The County will issue Task Orders for specific projects to be named.
- C. Contractor shall not perform any work outside of the Scope of Work. Such work will not be compensated.

ARTICLE #103 – NOTICES

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

COUNTY PROJECT MANAGER

Randi Doveton
Planning and Development Director
Hall County Community Development
and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
rdoveton@hallcounty.org
Ph: (770) 297-5544

COUNTY ISSUING OFFICER

Andy Penick
Purchasing Manager
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
apenick@hallcounty.org
Ph: (770) 531-4939

CONTRACTOR’S CONTACT INFORMATION

Name: Adam D. Marr, PE
Title: Vice President
Company Name: NOVA Engineering and Environmental, LLC
Physical Address: 3900 Kennesaw 75 Parkway, Suite 100
City, State, ZIP: Kennesaw, GA 30144
Email: amarr@usanova.com
Phone: 770.425.0777

REMIT TO ADDRESS (if different): PO Box 745663
Atlanta, GA 30374-5663

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

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

ARTICLE #105 – CONTRACT TERM

This is a multi-year contract for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed. Renewals must be mutually executed each year on the anniversary of the execution date.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

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

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

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

- B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

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

ARTICLE #108 – TERMINATION PROVISIONS

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

- A. **Termination for Convenience.** Following sixty (60) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
 2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
 5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
1. Immediately terminate the Contract for default without additional written notice; and/or,

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.
- E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
 2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized.
 3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
 4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds (if required) when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.
- F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- H. **Liquidated Damages - Reserved**

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES (SUBCONTRACTORS)

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

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

ARTICLE #114 – RECORDS

- A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.
- B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line

representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractor's performance of work.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance: Required for all contracts.

- \$500,000 Bodily Injury by Accident – Each Accident
- \$500,000 Bodily Injury by Disease – Each Disease
- \$500,000 Bodily Injury by Disease – Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed

officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC. This provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all contracts.

- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising Injury
- \$500,000 Damages to Premises/Fire/Legal
- \$5,000 Medical Payments

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts.

\$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

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

Pollution Liability. Required for all road construction projects, work near wastewater, solid waste lines, or any work that involves handling, transporting, disposing, or working with hazardous materials, pollutants, water reclamation facilities, waste management, or other potentially toxic chemicals.

- \$1,000,000 per Occurrence
- \$1,000,000 Aggregate

Additional Provisions:

- Minimum limit of \$5,000,000 per occurrence for all contracts over \$500,000 or involving any special risks or high hazard activities

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

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

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

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

Additional Provisions: Coverage shall include at a minimum:

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

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

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

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

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

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

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

Additional Provisions: Coverage should include owned, hired, and non-owned aircraft/aviation.

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

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

Builders Risk: Recommended for most construction projects.

Hall County requires Builders Risk Coverage to be purchased by the Contractor for any construction project under \$10,000,000 insuring the full value of the project.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

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

B. Invoice/Payment

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

C. Unsatisfactory Performance/Delay of Payment

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the County’s Project Manager identified in *ARTICLE #103*

– *NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

2. **Delay of Payment Due to Contractor’s Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor’s compensation, which represents payment for Services that were not delivered. To the extent that the Contractor’s failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County’s authority to deduct such incurred costs shall not in any way affect the County’s authority to terminate the Contract.
- D. **Set-Off Against Sums Owed by the Contractor.** If the Contractor owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County’s sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS - RESERVED

ARTICLE #124 – RETAINAGE - RESERVED

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment

eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) from any subcontractor providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

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

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.

3. The terms and conditions set forth herein shall supersede and govern over all Contractor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the Contractor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's terms and conditions.
6. The terms "supplier", "vendor", "bidder", "offeror", "Contractor", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement, unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memoranda of understanding and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to addresses exist on the PO.
20. The County shall have the right to inspect all goods or services at the time and place of delivery. The risk of loss of goods shall pass to the County upon completion and final acceptance of the project delivery.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.

23. Contractor agrees not to assign, in full or in part, this Contract to another party without the County's expressed written consent. Any attempted assignment or delegation shall void and make ineffectual this Contract for all intents and purposes.
24. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
25. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
26. All goods and services supplied pursuant to a PO shall, unless otherwise stated, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
27. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid for in full by the County are considered County property and shall be delivered to the County upon request.
28. If a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
29. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the Supplier certifies that it and its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination and freight. Shipping and delivery shall be pre-paid and added to the invoice as a separate line item. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

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

Print Company's Full Legal Name Below:

NOVA Engineering and Environmental, LLC

By: 

Print Name: Adam D. Marr, PE

Title: Vice President

Sworn to and subscribed before me this
_____ Day of _____, 2024.

Notary Public: _____

Notary commission expires: _____

HALL COUNTY, GEORGIA

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

Date: _____

Attestation: _____
Board of Commissioners Clerk



Hall County Government
FINANCIAL SERVICES

EXHIBIT C

Mandatory Cost Proposal Worksheet
RFQ/P # 45-008 Building Permit Services,
Inspections, and Plan Review

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Company Name: NOVA Engineering and Environmental

Bidder's Name: Adam D. Marr, PE

Bidder's Signature: 

Date: July 10, 2024

Plan Review Staff:

List name, title and hourly rate of each staffer –
Stoney Harness, CBO, MCP | Lead Plan Reviewer
\$80/hr residential, \$90/hr commercial

List credentials of each staffer

International Code Council (ICC):

Electrical Inspector, Master Code Professional, Fire Plans Examiner,
Accessibility Inspector/Plans Examiner, Fuel Gas Inspector, Plumbing
Code Specialist, Plumbing Plans Examiner, Commercial Combination
Inspector, Combination Inspector, Mechanical Code Specialist, Building
Code Specialist, Plumbing Inspector, Residential Combination Inspector,
Mechanical Inspector, Commercial Mechanical Inspector, Certified
Building Official, Residential Mechanical Inspector, Building Plans
Examiner

GSWC Level 1B Certified Floodplain Manager

List plan review cycle rate –
Hourly rate indicated, minimum 1/2 hour

List minimum per plan set/maximum per plan set rate
Per hourly rate indicated

Inspectors:

List name, title and hourly rate –
Timothy Holmes, ICC | Lead Building Inspector
Norman Newman, ICC | Building Code Inspector
Kelly Barrs, CFM, CBO | Building Code Inspector
Stoney Harness, CBO, MCP | Lead Plan Reviewer
\$80/hr residential, \$90/hr commercial

List credentials of each staffer –

Timothy Holmes, ICC	International Code Council (ICC): Property Maintenance and Housing Inspector, Building Inspector, Plumbing Inspector, Residential Combination Inspector, Commercial Mechanical Inspector, Mechanical Inspector BOAG: Level III Combination Chief Inspector
Norman Newman, ICC	International Code Council (ICC): Residential Building Inspector, Residential Combination Inspector, Residential Mechanical Inspector, Residential Electrical Inspector, Residential Plumbing Inspector, Residential Plans Examiner, Residential Energy Inspector/Plans Examiner, Commercial Building Inspector, Building Inspector, Building Plans Examiner GSWCC Level 1B
Kelly Barrs, CFM, CBO	International Code Council (ICC): Residential Electrical Inspector, Residential Plumbing Inspector, Residential Mechanical Inspector, Residential Building Inspector, Commercial Building Inspector, Residential Combination Inspector, Mechanical Inspector, Electrical Inspector, Building Inspector, Commercial Electrical Inspector, Commercial Mechanical Inspector, Commercial Plumbing Inspector, Plumbing Inspector, Combination Inspector, Commercial Combination Inspector, Fire Inspector I, Fire Inspector II, Legal, Management Module, Fire Codes and Standards, Certified Fire Marshal, Building Codes and Standards, Certified Building Official

List per inspection rate –

Hourly, min ½ hour

List minimum and maximum per occurrence rate –

Per hourly rate

Permit Specialist Techs:

List name, title and hourly rate of each staffer –

Paula Kupersmith | Permit Tech/Administrator
\$60/hr

List credentials of each staffer –

List per resume

List plan review cycle rate –

Hourly rate, ½ hour minimum

List minimum per plan set and maximum per plan set rate –

Hourly rate

Support and Administerial Staff:

List name, title and hourly rate of each staffer involved in the contract –

Paula Kupersmith | Permit Tech/Administrator

List minimum and maximum per occurrence rate –

\$60/hr

Auxiliary Services:

Mileage rate, where mileage would begin (business office, inspector's home, or another location). No mileage rate

Miscellaneous Fees:

List any additional fees, name of service and amount. –

Weekend/afterhours rate 1.5 times the hourly rate



AGENDA ITEM

Fire Rescue

REPORT TO: Work Session (09/09/24)

REPORT TO: Voting Meeting (09/10/24)

ITEM NO: 463/2024

SUBJECT: Approve the purchase of seventeen (17) Getac V110 patient care reporting computers for Fire Rescue to PCN Strategies, Inc. of Washington, DC, in the amount of \$50,503.26.

Meetings:

Work Session Date: 09/09/24

Voting Meeting Date: 09/10/24

Executive Summary:

Presenter: JS
Recommendation: Approve.

Purpose of Request: Approve the purchase of seventeen (17) Getac V110 patient care reporting computers for Fire Rescue to PCN Strategies, Inc. of Washington, DC, in the amount of \$50,503.26.

History:

Facts and Issues: This purchase is through OMNIA Partners Contract #01-97, which was recently renewed and will expire December 31, 2026.

Options:

Funding Requested	\$ 50,503.26
Are funds within current budget?	Yes
Source of Funds	Emergency Services 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
-------	--------	---------	------------

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

Attachments:

- Financial Supplement
- PCN Strategies Quote
- OMNIA Cooperative Contract



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

AGENDA ITEM 463/2024

Funds Requested: \$ 50,503.26

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Emergency Services Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	271-EMERGENCY SERVICES FUND	3630-EMS	531600-SMALL FURNITURE & EQUIPMENT	\$50,503.26

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BM

Phone: 678-343-0636



PCN Strategies, Inc.
 1420 K Street NW Suite 600
 Washington, District of Columbia 20005
 United States

Quotation (Open)	
Date	Jul 10, 2024 10:43 AM EDT
Modified Date	Jul 10, 2024 10:48 AM EDT
Quote #	1019646 - rev 1 of 1
Description	(17) Getac V110 for Motors
SalesRep	Waters, Audrey (P) 2027312721
Customer Contact	Martin, Bradley (P) (770) 531-6838 bmartin@hallcounty.org

Customer

Hall County Emergency Services (HC4851)
 Martin, Bradley
 470 Crescent Dr.
 Gainesville, GA 30501
 United States

Bill To

Hall County Emergency Services
 470 Crescent Dr.
 Gainesville, GA 30501
 United States

Ship To

Hall County Emergency Services
 470 Crescent Dr.
 Gainesville, GA 30501
 United States

Customer PO:	Terms: Undefined	Ship Via: FedEx Ground
Special Instructions: Reference NCPA 01-97		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
1	i5-1235U Hello Webcam, W 11 Pro x64 with 16GB RAM, 256GB PCIe SSD SR(Full HD LCD + Touchscreen + Hard Tip stylus), US KBD + US Power cord, Membrane Backlit KBD, WIFI + BT, Hard Handle, USB Type-A x 2 + USB Type-C SCrd + Rear Camera, 3yb2b	VSCP6PJABD9C	17	\$2,970.78	\$50,503.26

*These items are custom built and are not returnable once ordered.

Subtotal: \$50,503.26
Total: \$50,503.26



[National Cooperative Purchasing Alliance \(NCPA\) is a wholly-owned subsidiary of OMNIA Partners.](#)

[NCPA 01-97 Advanced Technology Solutions Aggregator Contract](#)

NCPA 01-97 Contract covers all vendor product lines available at TD SYNEX.

NCPA is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states.

NCPA works with a lead public agency, who competitively solicits master contracts. Contracts are awarded based on quality, performance, and most importantly pricing.

NCPA contracts are available for use to over 90,000 agencies nationwide in both the public and nonprofit sectors including: K-12, Higher Education, City, County, State, Healthcare, Church/Religious and all Non-profit organizations.



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Wednesday, September 1st, 2021

**SYNNEX Corporation
ATTN: Daniel T. Brennan
39 Pelham Ridge Drive
Greenville, SC 29615**

Re: Annual Renewal of NCPA contract #01-97

Dear David:

Region XIV Education Service Center is happy to announce that SYNNEX Corporation has been awarded an annual contract renewal for Advanced Technology Solutions Aggregator based on the proposal submitted to Region XIV ESC.

The contract will expire on July 31st, 2024, completing the fifth year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shane", is written over a light blue horizontal line.

**Shane Fields
Region XIV, Executive Director**

Request for Proposal (RFP) for Advanced Technology Solutions Aggregator

Solicitation Number: 18-19

Publication Date: Tuesday, June 11th, 2019

Notice to Respondent:

Submittal Deadline: Tuesday, July 23rd, 2019 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Tuesday, July 16th, 2019. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Advanced Technology Solutions Aggregator for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Advanced Technology Solutions Aggregator, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by

Region 14 Education Service Center

For

Advanced Technology Solutions Aggregator

On behalf of itself and other Government Agencies

And made available through the

National Cooperative Purchasing Alliance

RFP # 18-19



National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Advanced Technology Solutions Aggregator.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

◆ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

◆ Binder Tabs

- Tab 1 – Master Agreement / Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From: _____

Company: _____

Address: _____

City, State, Zip: _____

Solicitation Name and Number: _____

Due Date and Time: _____

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
 - Any protest review and action shall be considered final with no further formalities being considered.

- ◆ Force Majeure
 - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
 - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and _____ (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Advanced Technology Solutions Aggregator;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ **General Provisions**

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Vendor: _____

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority** **and Women**
Business Enterprise (MWBE) and (HUB) Participation

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

• Respondent Certifies that this firm is a M/WBE

▪ **Historically Underutilized Business**

• Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of _____,
State of _____

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

Manufacturer Direct Certified education/government reseller

Authorized Distributor Manufacturer marketing through reseller

Value-added reseller Other: _____

◆ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

- Purchase Orders

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

- Sales and Marketing

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 - Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 - Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 - Yes No

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company’s official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company’s Dun & Bradstreet (D&B) number.
- ◆ Company’s organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth’s climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. Respondent must provide manufacturer authorized aggregation/distribution services for products to both small and large resellers.
- ◆ Respondent shall provide a contract solution that offers multiple IT hardware and software manufacturer's products and solutions in one or more of the following categories:
 - Data Center
 - Data Storage
 - Cyber Security
 - Cloud Services
 - Networking
 - Telecommunication
 - Mobility
 - IOT
 - Laptops / Notebooks / PDA's
 - Desktop Computers
 - Servers
 - Software
 - Accessories
 - Battery Back-up / Power / Surge
 - Cables
 - Data Storage / Drives
 - Digital Imaging – Cameras / Scanner
 - Keyboard / Mice / Input Devices
 - Memory / System Components
 - Office Equipment
 - Printers
 - Sound / Multimedia
 - Telecommunications Products
 - Video – Monitors / Cards / Projector
 - Interactive Whiteboards
 - DVD / Books / Music / Video
 - Services
 - Installs
 - Asset Management
 - Managed Services
 - Telecommunications
 - Product Configurations
 - Product Support
 - Warranty
 - Insurance
- ◆ Manufacturer's Authorized Distributor letters should accompany each manufacturers products submitted on the proposal.

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

Tab 7 – Pricing

- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities

- ◆ Submit price list electronically on Flash Drive. Include respondents name, name of solicitation, and date on media of choice.

- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor

Print Name

Address

City, State, Zip

Authorized signature

Date

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature _____

Date _____

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. 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 (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>

SOLICITATIONS

View our list of solicitations, and click below for more information.




ADVANCED TECHNOLOGY SOLUTIONS AGGREGATOR

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, July 23rd, 2019 2:00 PM CST

[USA Today 06/18/2019](#)
[USA Today 06/25/2019](#)

[REQUEST SOLICITATION](#)



ATHLETIC SUPPLIES AND EQUIPMENT

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, July 23rd, 2019 2:00 PM CST

[USA Today 06/18/2019](#)
[USA Today 06/25/2019](#)

[REQUEST SOLICITATION](#)




DECORATIVE METAL CASTING AND TREE GRATES

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, July 23rd, 2019 2:00 PM CST

[USA Today 06/18/2019](#)
[USA Today 06/25/2019](#)

[REQUEST SOLICITATION](#)




ELEVATOR INSPECTION SERVICES

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, July 23rd, 2019 2:00 PM CST

[USA Today 06/18/2019](#)
[USA Today 06/25/2019](#)

[REQUEST SOLICITATION](#)



EQUIPMENT RENTAL

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, July 23rd, 2019 2:00 PM CST

[USA Today 06/18/2019](#)
[USA Today 06/25/2019](#)

[REQUEST SOLICITATION](#)




GOLF CARS, UTILITY VEHICLES AND MAINTENANCE VEHICLES

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, July 23rd, 2019 2:00 PM CST

[USA Today 06/18/2019](#)
[USA Today 06/25/2019](#)

[REQUEST SOLICITATION](#)



HOUSEKEEPING/JANITORIAL/ CUSTODIAL SERVICES

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, July 23rd, 2019 2:00 PM CST

[USA Today 06/18/2019](#)
[USA Today 06/25/2019](#)

[REQUEST SOLICITATION](#)



OWNER ADVOCATE/REPRESENTATIVE FOR CAPITAL IMPROVEMENT PROGRAM MANAGEMENT (SUPPLEMENT)

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, July 23rd, 2019 2:00 PM CST

[USA Today 06/18/2019](#)
[USA Today 06/25/2019](#)

[REQUEST SOLICITATION](#)




PARKING METERS

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, July 23rd, 2019 2:00 PM CST

[USA Today 06/18/2019](#)
[USA Today 06/25/2019](#)

[REQUEST SOLICITATION](#)




TELECOMMUNICATION SERVICES

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, July 23rd, 2019 2:00 PM CST

[USA Today 06/18/2019](#)
[USA Today 06/25/2019](#)

[REQUEST SOLICITATION](#)



UNDERGROUND WATER, SEWER AND STORM UTILITY PRODUCT

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, July 23rd, 2019 2:00 PM CST

[USA Today 06/18/2019](#)
[USA Today 06/25/2019](#)

[REQUEST SOLICITATION](#)

NCPA
National Cooperative Purchasing Alliance

Is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

CONTACT INFORMATION

NCPA
P.O. Box 701273
Houston, TX 77270
(888) 543-6515
info@ncpa.us

CONNECT WITH US




SEND EMAIL

Name

Email

Message

I'm not a robot 

[Submit](#)



AGENDA ITEM

Gainesville-Hall Metropolitan Planning Organization (GHMPO)

REPORT TO: Work Session (09/09/24)

REPORT TO: Voting Meeting (09/10/24)

ITEM NO: 461/2024

SUBJECT: Approve the application and award for the FY 2026 Georgia Department of Transportation Section 5303 Program Metropolitan Planning Grant for the Gainesville-Hall Metropolitan Planning Organization (MPO) to aid in regional transportation planning in the amount of \$145,103.75, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman or Vice Chairman to execute all related application and award documents. A 10% cash match is required.

Meetings:

Work Session Date: 09/09/24

Voting Meeting Date: 09/10/24

Executive Summary:

Presenter: MH
Recommendation: Approval.

Purpose of Request: Approve the application and award for the FY 2026 Georgia Department of Transportation Section 5303 Program Metropolitan Planning Grant for the Gainesville-Hall MPO to aid in regional transportation planning in the amount of \$145,103.75, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman or Vice Chairman to execute all related application and award documents. A 10% State match of \$14,510.37 will be provided by Georgia Department of Transportation (GDOT). A 10% cash match of \$14,510.38 is required and will be provided by Hall County.

History: This is the second operating grant for the MPO. Applications are accepted on an annual basis.

Facts and Issues:

Options:

The Georgia Department of Transportation (GDOT) is pleased to announce the FY2026 Call for Projects for transit funding under the following Federal Transit Administration’s (FTA) programs:

- * Section 5303 Metropolitan Planning Program
- * Section 5304 Statewide Planning Program
- * Section 5307 Formula Grants for Small Urban Transit Program
- * Section 5311 Formula Grants for Rural Areas Program
- * Section 5339 Formula Grants for Program Bus and Bus Facilities Infrastructure Investments Program

Eligible recipients include states and federally recognized Indian Tribes, state or local government authorities, nonprofit organizations, and operators of public transportation services. Eligible activities include planning, operating and capital assistance, job access and reverse commute projects, mobility management activities and the acquisition of public transportation services.

The deadline for completed applications is September 30, 2024.

Funding Requested	\$ 14,510.38
Are funds within current budget?	Yes
Source of Funds	Development Services
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Grants	Submit	Approve	Grants
PS	JG	JG	SG
Budget	Finance	Attorney	Administration
JM	TS	WLI	CR
Clerk			
JR			

Attachments:

- Financial Supplement
- MPO 5303 Application



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

AGENDA ITEM 461/2024

Funds Requested: \$ 14,510.38

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Development Services

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	250-MULTIPLE GRANT FUND	7411-MPO	331150-FEDERALâ€OPERATING INDIRECT	\$-116,083.00
2026	250-MULTIPLE GRANT FUND	7411-MPO	334110-STATEâ€OPERATING DIRECT	\$-14,510.37
2026	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	511100-SALARIES	\$14,510.38
2026	250-MULTIPLE GRANT FUND	7411-MPO	523500-TRAVEL	\$7,250.00
2026	250-MULTIPLE GRANT FUND	7411-MPO	511100-SALARIES	\$123,343.37

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JB

Phone: 7702975541



FEDERAL TRANSIT ADMINISTRATION
FY 2026 GRANT APPLICATION
SECTION 5303 PROGRAM

METROPOLITAN PLANNING

APPLICATION DUE
SEPTEMBER 30, 2024

This is a fillable form. Please use Adobe Acrobat Reader to complete this application. You may use the tab button to navigate between fillable form fields. Only the Transmittal Letter and Authorizing Resolution should be printed and returned as a scanned application attachment. All other application components should be completed and returned electronically.

APPLICANT

Submitted By
(Name & Title)

Date Submitted

GDOT

Project Manager Signature

Date Received

FY 2026 Section 5303 Grant Application Checklist

To be completed by APPLICANT:

Legal Name of Applicant: _____

Name/Description of Item	Completed (Yes/No)
Part A: Contract Authorization Tracking System (CATS) Profile Form	
Part B: Transmittal Letter (on Letterhead)	
Part C: Authorizing Resolution	
Part D: Project Description, Budget, and Milestones	
Part E: Title VI Data Collection and Reporting	
Part F: SAM Registration	
Part G: Expenditures Form	
Part H: Indirect Cost Documentation	
Appendix A: FTA Certifications and Assurances	
Appendix B: Definition of FTA Technical Activities	
Appendix C: Performance-Based Transit Planning Agreement	
Appendix D: FY 2026 Additional 5303 Funding Request Scoring Criteria	
Appendix E: Equal Employment Opportunity Questionnaire	
Appendix F: TAMP Participant Accountable Executive Approval Form	
Appendix G: Contact Information for GDOT Project Managers	

Please Note:

Incomplete and incorrect applications will be returned to the transit agency for corrections. Late submissions will be documented as such; information provided herein will be used as part of the application evaluation upon which, final budgets are based on and awarded by GDOT.

REVIEWED BY

To be completed by GDOT Staff

_____ Date

GDOT Transit Planner

_____ Date

GDOT Transit Planning Manager

_____ Date

GDOT Transit Program Manager

Introduction & Funding Distribution

Please refer to the table below to identify Applicant Organization’s total available allocation of FY 2026 Section 5303 planning funds.

Considerations

- The amount depicted under “Total Allocation” represents only the Federal funding available to each MPO.
- The proposed project must also include non-federal matching funds of 20% of the total project cost.
- For FY 2026, GDOT has identified state matching funds of up to 10% of the total project cost. Your organization must provide the remaining 10% local match.

For FY 2026, GDOT has identified additional funding availability. Organizations with identified planning project needs beyond their allocation are encouraged to apply for additional funding. All such additional funding requests will be considered according to criteria in Appendix D.

Table 1: Urban Area Population and Section 5303 Allocation Statistics

FY 2026 SECTION 5303 FUNDING DISTRIBUTION					
<i>Based on 2020 Census URBANIZED AREA (UZA) POPULATION</i>					
MPO	Base Amount	Population 2020 Census*	Population Factor	Population Allocation	Total Allocation
Albany	\$30,000	85,960	1.22%	\$45,020	\$75,020
Athens	\$30,000	143,213	2.03%	\$75,005	\$105,005
Atlanta	\$500,000	5,100,112	72.15%	\$2,671,095	\$3,171,095
Augusta	\$40,000	322,081	4.56%	\$168,684	\$208,684
Brunswick	\$25,000	68,750	0.97%	\$36,007	\$61,007
Cartersville	\$25,000	52,351	0.74%	\$27,418	\$52,418
Chattanooga**	\$4,798	78,160	1.11%	\$40,935	\$45,733
Columbus	\$40,000	205,027	2.90%	\$107,379	\$147,379
Dalton	\$30,000	67,830	0.96%	\$35,525	\$65,525
Gainesville	\$30,000	164,365	2.33%	\$86,083	\$116,083
Hinesville	\$30,000	53,107	0.75%	\$27,814	\$57,814
Macon	\$30,000	140,111	1.98%	\$73,381	\$103,381
Rome	\$30,000	60,403	0.85%	\$31,635	\$61,635
Savannah	\$40,000	309,466	4.38%	\$162,077	\$202,077
Valdosta	\$25,000	76,769	1.09%	\$40,206	\$65,206
Warner Robins	\$30,000	141,132	2.00%	\$73,915	\$103,915
GDOT Discretionary	\$70,000				\$70,000
Totals	\$1,009,798	7,068,837	100%	\$3,702,181	\$4,711,979
*Population figures match those used in GDOT’s PL funding distribution.					
** Chattanooga will not receive any STATE MATCH					
4,711,979 Available for 5303 MPO Planning - FY 2024 (FTA Annual Apportionment)					
(\$1,009,798) Base Amount					
\$3,702,181 Available 5303 Funds - Distributed via Formula Allocation					

Submission Guidelines

Please use the following guidance in submitting completed Section 5303 grant applications to GDOT.

- Applications should be submitted with the transmittal letter on Applicant Organization letterhead. Authorizing resolutions must be notarized. Both documents should be submitted as scanned attachments with the rest of the application package submitted electronically.
- All other required application materials included in this application packet shall be completed, saved, and returned in digital form.
- Applicants are asked to not change the format of any of the required items in the grant application.

Please Note:

Incomplete and incorrect applications will be returned to the transit agency for corrections. Late submissions will be documented as such; information provided herein will be used as part of the application evaluation upon which, final budgets are based on and awarded by GDOT.

If submitting projects in BlackCat, please adhere to the following:

- The project descriptions must be detailed.
- Mentioning name brands in the grant application for any project descriptions is prohibited under FTA procurement guidance.
- Ensure the correct Activity Line Item (ALI) is selected for the project requested.
- Ensure all projects are to the whole dollar (evenly split preferred) with NO PENNIES and CENTS.

Applications will be rejected if these project guidelines are not followed.

Part A: Contract Authorization Tracking System (CATS) Profile Form

SUBRECIPIENT ORGANIZATION INFORMATION

Organization Official Name <small>(as it appears in W9 Tax form)</small>	Physical Address	Mailing Address (if different)

Charging Indirect Costs: YES NO

Approved ICR Plan: YES NO

De minimis Cost Rate: YES NO

Agency EIN (Tax ID): _____

SAM Identification: _____ **SAM ID EXP. Date (mm/dd/yyyy):** _____

DUNS Number: _____

eVerify Number: _____ **eVerify Date (mm/dd/yyyy):** _____

SUBRECIPIENT CONTRACT PERSONNEL in ORDER of APPROVAL (EXCLUDE THIRD PARTY OPERATORS)

Contract Reviewer <small>(if applicable)</small>	Name:	_____
	Title:	_____
	Phone:	_____
	Email:	_____

Attorney (if applicable)	Name:	_____
	Title:	_____
	Phone:	_____
	Email:	_____

Executor #1 <small>(must have the organization's seal affixed or write the word seal next to signature when signing contract)</small>	Name:	_____
	Title:	_____
	Phone:	_____
	Email:	_____

Executor #2 (if applicable) <small>"must have the organization's seal affixed or write the word seal next to the signature when signing contract"</small>	Name:	_____
	Title:	_____
	Phone:	_____
	Email:	_____

Attestor / Witness	Name:	_____
	Title:	_____
	Phone:	_____
	Email:	_____

Notary <small>(must be separate from attestor and have a valid Notary Seal)</small>	Name:	_____
	Title:	_____
	Phone:	_____
	Email:	_____

1. Does the Applicant Organization employ 100 or more employees?

_____ Yes _____ No

2. In FY 2025, did the Applicant Organization receive \$250,000 or more in FTA planning funds? If yes, an approved DBE program is required. Please attach a copy of your DBE plan or provide a hyperlink.

_____ Yes _____ No

3. Do you intend to charge indirect costs to this project?

_____ Yes _____ No

If yes, please indicate whether your agency has a current indirect cost plan on file with GDOT or agrees to the de minimis rate of 10%.

_____ Approved ICR on file with GDOT

_____ De minimis CR (10% fixed)

If the Applicant agrees to charge indirect cost, the Applicant must submit an approved federally recognized Indirect Cost Allocation Rate Plan (ICRP) negotiated between the cognizant agency and the Applicant or agree to the de minimis indirect cost rate of 10% as defined in §200.414 Indirect (F&A) costs, paragraph (f). Please submit the supporting documentation through BlackCat.



Hall County Government

BOARD OF COMMISSIONERS

September 10, 2024

Patricia Smith, Ph.D.
Transit Program Manager
Division of Intermodal
Georgia Department of Transportation
600 W. Peachtree Street
Atlanta, GA 30308

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

CHAIRMAN
Richard P. Higgins

Ms. Smith, Ph.D.:

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

The Gainesville-Hall Metropolitan Planning Organization is applying for FY 2026 financial assistant under Title 49 US Section 5303 Metropolitan Transportation Planning grant to aid in regional transportation planning in the amount of \$145,103.75 as detailed in the table below.

COUNTY ADMINISTRATOR
Zachary T. Propes

	Federal Share	State Share	Local Share	Total
Regional Transportation Planning	\$116,083.00	\$14,510.37	\$14,510.38	\$145,103.75

ASSISTANT COUNTY ADMINISTRATOR
Katie Crumley

Local funding, representing the 10% local matching share of the project, is being committed in the form of cash by Hall County Government.

ASSISTANT COUNTY ADMINISTRATOR
Casey Ramsey

The Gainesville-Hall Metropolitan Planning Organization certifies that all of the information in this funding application is correct and that the applicant has the technical, financial, and managerial capabilities to carry out the work described in this grant application. The following information in support of the request for funding is submitted for your consideration. If you have any question about this request for funding, please contact Joseph Boyd at (770) 297-5541 or jboyd@hallcounty.org.

COUNTY CLERK
Jennifer Rivera

Sincerely,



Richard Higgins
Chairman
Hall County Board of Commissioners

Part C: Authorizing Resolution

The following two pages include an authorizing resolution that must be enacted by the Chair of the Policy Committee of the Metropolitan Planning Organization (MPO), or the head of the governing body as appropriate. Please complete the fillable fields on the resolution, then print and sign the designated fields. The authorizing resolution must be properly witnessed and notarized, including the date the notary's commission expires. The resolution should also be stamped with the notary seal as well as the seal of the county commission, city, or appropriate applicant jurisdiction. The certificate of the attesting officer must also be completed. A scanned copy of the completed, signed, and notarized Authorizing Resolution should be submitted as an attachment with the full application package.

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA, AND GEORGIA DEPARTMENT OF TRANSPORTATION, FOR A GRANT UNDER TITLE 49 U.S.C., SECTION 5303.

WHEREAS, the Secretary of the US Department of Transportation and the Commissioner of the Georgia Department of Transportation are authorized to make grants for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

WHEREAS, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW THEREFORE, BE IT RESOLVED BY _____ hereinafter referred to as the "Applicant",

1. That the Designated Official _____, hereinafter referred to as the "Official," is authorized to execute and file an application on behalf of _____ with the Georgia Department of Transportation, to aid in the financing of a technical study grant pursuant to Section 5303 of the Federal Transit Act to implement specific items of the FY _____ Unified Planning Work Program.
2. That the Official is authorized to execute and file such application and assurances, or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances, or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.
5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.

6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 8100.1D, FTA Certifications and Assurances for Federal Assistance 2024 as listed in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.
7. That the applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements for this grant application.

APPROVED AND ADOPTED this _____ day of _____, 2024.

Signature of Authorized Official

Name and Title of Authorized Official

Signed, sealed, and delivered this _____ day of _____, 2024 in the presence of

Witness

Notary Public/Notary Seal

CERTIFICATE

The undersigned duly qualified and acting _____ of _____ (*Title of Certifying/Attesting Official*) (*Applicant's Legal Name*) certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on _____, 2024.

Signature of Certifying/Attesting Officer

Name and Title of Certifying/Attesting Officer

(Place Seal Here)

Part D: Project Description, Budget, and Milestones

The proposed project activities should address: (1) analysis and mapping data and information related to the needs for public transit services or facilities in the MPO's area of responsibility; (2) description of goals, objectives, and strategies to grow and/or strengthen the delivery of public transit services or facilities in the MPO's area of responsibility; and/or (3) building upon prior work leading to the development of an integrated intermodal transportation system within the MPO area. All projects must conform to FTA guidelines.

The Applicant should include excerpts/pages from the MPO's adopted/proposed Unified Planning Work Program (UPWP) that includes this Section 5303 project, including description of the transit task(s) to be carried out as described in this grant application.

The Applicant should describe the work to be undertaken with the FY 2026 Section 5303 funds in the sections below. It is expected that all work described below will be completed within 12 months of the Notice to Proceed for the project.

D-1: Goals and Objectives

1. Describe the Applicant Organization's overall Section 5303 project goals and objectives.

D-2: Tasks and Activities

1. Describe major projects/tasks that will be completed for each Activity Line Item below. MPO's should attach pages from the UPWP for FY 2025 (Work Elements).

44.21.00 Program Support and Administration:

44.22.00 General Development and Comprehensive Planning:

44.23.01 Long-Range Transportation Planning (LRTP) - System Level:

44.24.00 Short-Range Transportation Planning:

44.25.00 Transportation Improvement Program:

44.27.00 Other Activities

D-3: Deliverables

In the table below, list and describe project deliverables to be produced by in-house personnel. If seeking additional FY 2026 funding, please denote any deliverables that would result from an additional funding award.

Table 2: Project Deliverables Produced by In-House Personnel

Work Deliverable	Start Date	Completion Date	Person Responsible for Submitting FTA Quarterly Report to GDOT

1. Describe the proposed in-house projects, provide justification, goals and objectives and tasks to be accomplished in the space provided below.

D-4: Contracting Opportunities and DBE

In the table below, list and describe anticipated contracting opportunities (i.e. consultants or other vendors), budgeted amounts, and expected dates for advertising the opportunities, and project milestones for all contracted services (i.e. consultant or other vendor activities). If seeking additional FY 2026 funding, please denote any deliverables that would result from an additional funding award.

Table 3: Project Deliverables to be Produced by Consultants or Other Contractors

Work Deliverable	Start Date	Completion Date	Person Responsible for Submitting FTA Quarterly Report to GDOT
Work Deliverable #1			
Estimated Budget Amount			
Draft RFP Submitted to GDOT for Approval			
Advertise Contract Opportunity			
Draft Contract Submitted to GDOT for Approval			
Notice to Proceed (NTP) Issued to Contractor			
Draft Deliverable Submitted to GDOT for Approval			
Final Deliverable Submitted to GDOT			
Work Deliverable #2			
Estimated Budget Amount			
Draft RFP Submitted to GDOT for Approval			
Advertise Contract Opportunity			
Draft Contract Submitted to GDOT for Approval			
Notice to Proceed (NTP) Issued to Contractor			
Draft Deliverable Submitted to GDOT for Approval			
Final Deliverable Submitted to GDOT			

DBE Goals and Objectives

1. What is your organization's goal for your Disadvantaged Business Enterprise (DBE) program?
2. What efforts will your organization undertake to provide open and competitive opportunities for DBE firms to become aware of and participate in the contracted activities you propose under this grant?

D-5: Planning Coordination

1. Describe how the proposed planning tasks/activities will be coordinated with other MPO planning efforts.

D-6: TAM Targets

1. Describe how the MPO has (or plans to) incorporated transit asset management (TAM) targets in the locally adopted transportation planning documents. Describe the coordination that took place with local transit providers to set regional targets. Please provide a link to the MPO page where those TAM targets are published.

D-7: TAM Performance Measures

1. How has the MPO documented the agreed upon provisions for cooperatively developing and sharing information related to the transit asset management performance measures? Please provide documentation (if available). Otherwise, please see the TAM agreement in Appendix B of this application, sign, and return.

D-8: PTASP Targets

1. Describe how the MPO has (or plans to) incorporated Public Transportation Agency Safety Plans (PTASP) targets in the service operations. Describe the coordination that took place with local transit providers to set regional targets. Please provide a link to the MPO page where those PTASP targets are published.

D-9: Project Federal Funding Request

It is expected that a large majority of requested Section 5303 funding be directed to the technical long-range and short-range transit planning activities undertaken by the MPO. FTA's Activity Line Item (ALI) codes should be carefully reviewed and selected before costs are distributed by categories. If Applicant Organization is proposing to use ALI codes other than those listed below, please call GDOT for assistance PRIOR to submitting this grant application. See Appendix B (page 24) for a full description of each ALI listed below. These descriptions are taken directly from the FTA program Circular 8100.1C.

Project Budget

1. Do you intend to charge indirect costs to this project? If yes, please submit a letter from their cognizant agency with the approved rate.

_____ Yes _____ No

2. Complete the table below with requested project budget information and line-item funding sources.

Table 4: Project Budget

FTA Scope Number	FTA ALI Number	Budget Line-Item Description	Federal Funding Request Amount	State Funding Request Amount	Local Funding Amount	Total Funding Amount
442	44.21.00	Program Support and Administration				
442	44.22.00	General Development and Comprehensive Planning				
442	44.23.01	Long-Range Transportation Planning (LRTP) - System Level				
442	44.24.00	Short-Range Transportation Planning				
442	44.25.00	Transportation Improvement Program				
442	44.27.00	Other Activities				
Total Section 5303 Funds Requested						

Anticipated Travel Budget

If any of the proposed funds in the Project Budget table above are planned to be used for travel, please identify the specific event/activity, ALI number, and anticipated costs in the table below.

Table 5: Travel Budget

Event/Activity	FTA ALI Number	Anticipated Cost

D-10: Additional Funding

Only answer if seeking FY 2026 funding greater than amount allocated in Table 1.

1. If seeking additional Section 5303 funds for FY 2026, describe how the additional funds will be used. Descriptions should address how the proposed project will meet the FY 2026 additional funding priorities and scoring criteria listed in Appendix D (page 28). Specify additional project deliverables and/or contracting opportunities that would result if additional FY 2026 funding is awarded (these additional deliverables and contracting opportunities should also be listed in D-3 and D-4). Specify all ALI numbers from D-8.



GAINESVILLE-HALL
Metropolitan Planning Organization

FY 2025

UNIFIED PLANNING WORK PROGRAM

Updated: August 7, 2024



In accordance with Title VI of the Civil Rights Act of 1964 and other nondiscrimination laws, public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, familial, or in income status.

Prepared by the Gainesville-Hall Metropolitan Planning Organization in coordination with the City of Gainesville, City of Oakwood, City of Flowery Branch, Town of Braselton, City of Hoschton, Hall County, Jackson County, Hall Area Transit, Jackson County Transit, the Georgia Department of Transportation, the Federal Highway Administration, and the Federal Transit Administration.



GAINESVILLE-HALL
Metropolitan Planning Organization

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

**A Resolution by the Gainesville-Hall Metropolitan Planning Organization
Policy Committee Adopting the FY 2025 Unified Planning Work Program**

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

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) requires the Metropolitan Planning Organization to develop and adopt a Unified Planning Work Program; and

WHEREAS, the Unified Planning Work Program is consistent with all plans, goals, and objectives of the Gainesville-Hall Metropolitan Planning Organization.

NOW, THERE, BE IT RESOLVED that the Gainesville-Hall Metropolitan Planning Organization adopts the FY 2025 Unified Planning Work Program for the period from July 1, 2024 to June 30, 2025.

A motion was made by PC member Mayor Couillon and seconded by PC member Commissioner Higgins and approved this the 13th Day of February, 2024.

Edward R. Asbridge
Mayor Ed Asbridge, Chair
GHMPO Policy Committee

Subscribed and sworn to me this the 13th Day of February, 2024.



Karen Martinez Cortez
Notary Public

My commission expires March 29, 2027

TASK # 5: TRANSIT PLANNING

Sub-Element 5.1: Program Support & Administration (FTA ALI Code 44.21.00)

Objective

- Administer and operate the MPO transit planning process by properly coordinating MPO functions with the Georgia Department of Transportation, the Federal Transit Administration, and all involved stakeholders, including accounting for all MPO transit planning-related activities during fiscal year 2025.

FY 2024 Activities

- Developed the transit section in the 2025 UPWP and presented to the GHMPO committees.
- Adopted the FY 2025 UPWP in February 2024.
- Managed the FY 2024 Section 5303 contract and successfully completed all tasks listed in the grant program.
- Participated in the transit program update calls conducted by GDOT.
- Prepared and submitted the FY 2025 Section 5303 grant application to GDOT.
- Hall Area Transit Indirect Costs Analysis
- GHMPO retained its membership of the Georgia Transit Association.
- GHMPO retained its membership of the Association of Metropolitan Planning Organizations.

FY 2025 Activities

- Provide transit planning administration and assistance to HAT.
- Work alongside HAT and consultant to develop an indirect-cost analysis to enable HAT to claim indirect cost reimbursements in the future.
- Continue coordination with HAT in developing the transit work element for the FY 2025 UPWP.
- Participate and present transit related information and activities before municipalities and/or appropriate committees.
- Continue to assist HAT with their microtransit service “WeGo”.
- Task # 5.1 will address GHMPO planning priority numbers 3 through 8.

Product

- FY 2026 Section 5303 grant application by October 2024
- 2024-2027 TIP amendments, as necessary, by June 2025
- Transit section of FY 2026 UPWP by June 2024
- Accounting report at the end of each fiscal quarter

TRANSPORTATION RELATED PLANNING ACTIVITIES

ORGANIZATION	ACTIVITIES
GHMPO	Program Support & Administration

TARGET START AND END DATES	7/1/2024 – 6/30/2025	LEAD AGENCY	GHMPO
-----------------------------------	----------------------	--------------------	-------

FUNDING SOURCE	AMOUNT
FTA	\$51,166.97
STATE 5303 MATCH	\$6,395.87
LOCAL CASH MATCH	\$6,395.87
TOTAL	\$63,958.71

Anticipated Funding for FY 2026

FUNDING SOURCE	AMOUNT
FTA	\$54,442.93
STATE 5303 MATCH	\$6,805.36
LOCAL CASH MATCH	\$6,805.37
TOTAL	\$68,053.66

TASK # 5: TRANSIT PLANNING

Sub-Element 5.2: Long Range Transportation Planning (Project Level) (FTA ALI Code 44.23.01)

Objective

- Develop and keep current the transit portion of the Gainesville-Hall Metropolitan Transportation Plan.
- Address the eleven IJJA Planning Factors and the three Planning Emphasis Areas through this plan.

FY 2024 Activities

- Maintained the Regional Transportation Plan: 2020 Update.
- Assisted Hall County, Gainesville, Oakwood, and Flowery Branch on the creation of a Safety Action Plan through the Safe Streets for All grant.

FY 2025 Activities

- Complete work on and adopt the Metropolitan Transportation Plan: 2025 Update by May 2025.
- Task # 5.2 will address GHMPO planning priority numbers 1 through 8.

Product

- GHMPO MTP: 2025 Update, adopted by May 2025.
- Various other studies or reports as needed.

TRANSPORTATION RELATED PLANNING ACTIVITIES	
ORGANIZATION	ACTIVITIES
GHMPO	Long Range Transportation Planning (Project Level)

TARGET START AND END DATES	7/1/2024 – 6/30/2025	LEAD AGENCY	GHMPO
-----------------------------------	----------------------	--------------------	-------

FUNDING SOURCE	AMOUNT
FTA	\$51,166.96
STATE 5303 MATCH	\$6,395.87
LOCAL CASH MATCH	\$6,395.87
TOTAL	\$63,958.71

Anticipated Funding for FY 2026

FUNDING SOURCE	AMOUNT
FTA	\$54,442.92
STATE 5303 MATCH	\$6,805.37
LOCAL CASH MATCH	\$6,805.37
TOTAL	\$68,053.66

TASK # 5: TRANSIT PLANNING

Sub-Element 5.3: Transportation Improvement Program (FTA ALI Code 44.25.00)

Objective

- Update and amend Transportation Improvement Program (TIP), as necessary, to keep it up-to-date.

FY 2024 Activities

- Adopted amendments to the 2024-2027 TIP.

FY 2025 Activities

- Update and amend the FY 2025-2028 Transportation Improvement Program as necessary.
- Task # 5.3 will address GHMPO planning priority number 2.

Product

- Amendments to the FY 2024-2027 Transportation Improvement Program, as necessary

TRANSPORTATION RELATED PLANNING ACTIVITIES	
ORGANIZATION	ACTIVITIES
GHMPO	Transportation Improvement Program

TARGET START AND END DATES	7/1/2024 – 6/30/2025	LEAD AGENCY	GHMPO
-----------------------------------	----------------------	--------------------	-------

FUNDING SOURCE	AMOUNT
FTA	\$6,764.07
STATE 5303 MATCH	\$845.51
LOCAL CASH MATCH	\$845.51
TOTAL	\$8,455.09

Anticipated Funding for FY 2026

FUNDING SOURCE	AMOUNT
FTA	\$7,197.15
STATE 5303 MATCH	\$899.64
LOCAL CASH MATCH	\$899.64
TOTAL	\$8,996.43

1. Please provide a description of all pending applications for financial assistance and financial assistance currently provided by other federal agencies.

2. Please provide a summary of all civil rights compliance review activities conducted at the applicant's transit system in the last three years. The summary should include:
 - The purpose or reason for the review
 - The name of the agency or the organization that performed the review
 - A summary of the findings and recommendations of the review
 - A summary report on the status and/or disposition of such findings and recommendations

E-2: MPO Reporting Requirements

Assessment of Planning Efforts

1. Provide a written description of continuing planning efforts that are responsive to the requirements of Title VI to ensure that transit planning and programming are nondiscriminatory. The description should also discuss how activities or projects programmed in the UPWP and TIP will be implemented on a nondiscriminatory basis. FTA expects to address any Title VI concerns raised during compliance reviews conducted by either transit providers or by FTA or as a result of a Title VI service complaint issue involving programming, planning activities, or capital improvements.

Monitor Title VI Activities

Monitor the Title VI activities and/or programs of local transit systems. In particular, the MPO is requested to provide documentation describing efforts to:

1. Identify minority communities that will be affected by proposed service changes, such as route modifications, additions, deletions, or extensions under consideration by local transit providers.
2. Provide technical assistance or guidance to local transportation providers in updating and developing Title VI information.
3. Information Dissemination - provide a description of the methods used to inform minority communities of planning efforts (e.g., public notices, public hearings, other formal or informal public discussions, presentations, meetings, etc.) relating to transit service and improvements.
4. Minority Participation in the Decision-Making Process - provide a written statement describing how minority groups or persons are afforded an opportunity to participate in local decision-making processes. In particular, the statement should describe liaison activities with minority community groups and other efforts to obtain minority views on transportation issues.
5. Minority Representation on Decision-Making Bodies - provide a racial breakdown for transit related non-elected boards, advisory councils or committees, and a description of efforts made to encourage the participation of minorities on such boards or committees.

Part F: SAM Certification

GDOT subrecipients must verify they are current within the Federal government's System for Awards Management (SAM) before a contract can be extended. More information can be found on the SAM website: <https://www.sam.gov/SAM/pages/public/index.jsf>

Please attach a copy of the Applicant Organization's SAM certification when submitting the application package.

Joseph Boyd (GHMPO)

From: Sommer Green (Finance)
Sent: Tuesday, August 6, 2024 4:20 PM
To: Joseph Boyd (GHMPO); Paige Smith (Finance)
Cc: Michael Haire (GHMPO)
Subject: RE: ***PRIORITY*** FY2026 (GDOT - Transit Call for Projects - Deadline for Application Submittal: September 30, 2024 @ 5:00 p.m.)

Entity Information

HALL COUNTY GEORGIA Active Registration

Unique Entity ID

USZBJ4CMC7B6

Your registration was activated on 2024-03-05. It expires on 2025-02-28, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

Sommer J. Green ABA, BAcc, CGMS

Grants Manager

Hall County Government

www.hallcounty.org

sgreen@hallcounty.org

770-297-5503 – Phone



From: Joseph Boyd (GHMPO) <jboyd@hallcounty.org>

Sent: Tuesday, August 6, 2024 3:23 PM

To: Paige Smith (Finance) <psmith@hallcounty.org>; Sommer Green (Finance) <sgreen@hallcounty.org>

Cc: Michael Haire (GHMPO) <mhaire@hallcounty.org>

Subject: RE: ***PRIORITY*** FY2026 (GDOT - Transit Call for Projects - Deadline for Application Submittal: September 30, 2024 @ 5:00 p.m.)

Hello –

Could you please send over the updated SAM info? What we have in our files looks expired. See attached.

Thanks!

Joseph Boyd (GHMPO)

From: Sommer Green (Finance)
Sent: Tuesday, August 6, 2024 4:17 PM
To: Joseph Boyd (GHMPO); Paige Smith (Finance)
Cc: Michael Haire (GHMPO)
Subject: RE: ***PRIORITY*** FY2026 (GDOT - Transit Call for Projects - Deadline for Application Submittal: September 30, 2024 @ 5:00 p.m.)

Unique Entity ID: USZBJ4CMC7B6

EFT Indicator 2nd Account: 4617

CAGE Code: 48UT7

DUNS #: 078124617

Sommer J. Green **ABA, BAcc, CGMS**

Grants Manager
Hall County Government
www.hallcounty.org
sgreen@hallcounty.org
770-297-5503 – Phone



From: Joseph Boyd (GHMPO) <jboyd@hallcounty.org>
Sent: Tuesday, August 6, 2024 3:23 PM
To: Paige Smith (Finance) <psmith@hallcounty.org>; Sommer Green (Finance) <sgreen@hallcounty.org>
Cc: Michael Haire (GHMPO) <mhaire@hallcounty.org>
Subject: RE: ***PRIORITY*** FY2026 (GDOT - Transit Call for Projects - Deadline for Application Submittal: September 30, 2024 @ 5:00 p.m.)

Hello –

Could you please send over the updated SAM info? What we have in our files looks expired. See attached.

Thanks!

Part G: Expenditures Form

The Grant Expenditures section details the project expenditures for active projects. Please use Exhibit A of the Contracts issued to the agency to find the information needed for the form. Expenditures projections should be realistic and accurate. Please complete the Grant Expenditures form in BlackCat.

Part H: Indirect Cost Documentation

Please complete the Indirect Cost Spreadsheet in BlackCat.

Appendix A: FTA Certifications and Assurances

As part of this grant application package, all applicants must attach a signed copy of the most recent available FTA Certifications and Assurances (FY 2024) included as the following two pages.

The full FTA FY 2024 Certifications and Assurances document is available at:

[FY2024 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements \(.dot.gov\)](#)

- The FTA FY 2024 Certifications and Assurances sheet listing all of the relevant documents should be marked with a check mark (√) showing that ALL categories numbered 01 through 21 are being certified by your organization OR indicate which of the categories are applicable.
- Original signatures must be placed on the FTA Fiscal Year 2024 Certifications and Assurances page that includes the "Affirmation of Applicant" and "Affirmation of the Applicant's Attorney."

Federal Fiscal Year 2024 Certifications and Assurances for FTA Assistance Programs

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Categories 01 - 21. _____

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

Category	Description	
1	Certifications and Assurances Required of Every Applicant	
2	Public Transportation Agency Safety Plans	_____
3	Tax Liability and Felony Convictions	_____
4	Lobbying	_____
5	Private Sector Protections	_____
6	Transit Asset Management Plan	_____
7	Rolling Stock Buy America Reviews and Bus Testing	_____
8	Urbanized Area Formula Grants Program	_____
9	Formula Grants for Rural Areas	_____
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____
12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____
13	State of Good Repair Grants	_____
14	Infrastructure Finance Programs	_____
15	Alcohol and Controlled Substances Testing	_____
16	Rail Safety Training and Oversight	_____
17	Demand Response Service	_____
18	Interest and Financing Costs	_____
19	Cybersecurity Certification for Rail Rolling Stock Operations	_____
20	Tribal Transit Programs	_____
21	Emergency Relief Program	_____

Federal Fiscal Year 2024 FTA Certifications and Assurances Signature Page

Required of all Applicants for federal assistance to be awarded by FTA in FY 2026.

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Name and Relationship of the Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2026, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek, federal assistance to be awarded during federal fiscal year 2026.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: _____ Date: _____



Name and Relationship of the Authorized Representative: _____

AFFIRMATION OF APPLICANT’S ATTORNEY

For: _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature: _____ Date: _____

Name of Attorney for Applicant: _____



Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney’s signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Appendix B: Definition of FTA Technical Activities

As provided in FTA Circular 8100.1D

1. Program Support and Administration (44.21.00). Include basic overhead, program support, and general administrative costs directly chargeable to the FTA project; examples include direct program support, administration, interagency coordination, citizen participation, public information, local assistance, and Unified Planning Work Program (UPWP) development. (If direct program administrative and support costs are included in each work or activity, do not enter them a second time in this category).
2. General Development and Comprehensive Planning (44.22.00). Include only the costs of activities specifically emphasizing regional policy and system planning for non-transportation functional areas, plus the development and maintenance of related data collection and analysis systems, demographic analysis and non-transportation modeling, and forecasting activity; examples include land use, housing, human services, environmental and natural resources, recreation and open space, public facilities, and utilities.
3. Long Range Transportation Planning (LRTP)—System Level (44.23.01). Include only the costs of activities specifically emphasizing long range transportation system planning and analysis; examples include long range travel forecasting and modeling including appropriate data base development and maintenance for transportation in the entire metropolitan area or State, system analysis, sketch planning, system plan development, reappraisal or revision, and all long- range Transportation System Management (TSM) activities.
4. Short Range Transportation Planning (SRTP) (44.24.00). Include only the costs of activities specifically emphasizing short range transportation system or project planning and analysis proposed in the next three to five years; examples include management analyses of internal operations such as management/administration, maintenance, personnel, and labor relations; service planning including appropriate data base development and maintenance; Transportation Development Plan (TDP) preparation; financial management planning, including alternative farebox policies; and all short range Transportation System Management (TSM) activities including vanpool/ridesharing, high occupancy vehicles, and parking management.
5. Transportation Improvement Program (TIP) (44.25.00). Include only the costs of activities specifically emphasizing TIP development and monitoring.
6. Other Activities (44.27.00). Include only the costs of those activities whose primary emphasis is unrelated to the specific types of activities described above.

Appendix C: Performance-Based Transit Planning Agreement

Background

In accordance with enacted provisions of the Moving Ahead for Progress in the 21st Century (MAP-21) Act, and the Fixing America's Transportation System (FAST) Act, the final rule for statewide and metropolitan transportation planning was published on May 27, 2016. A provision of the rule, 23 CFR 450.314 (h), requires that MPO(s), State(s), and the providers of public transportation develop and jointly agree upon specific written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, and the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO.

To comply with these federal requirements, GDOT has developed a draft Transit Asset Management Agreement available for your use. The Agreement specifies the roles and responsibilities of GDOT and MPOs with regard to transit asset management data, targets, and plans. MPOs may develop alternative written agreements to meet the requirements of 23 CFR 450.314 (h), however, such agreements must be shared with GDOT and jointly agreed upon.

FAQs

1. "Who should sign the Agreement?"

The Agreement can be signed by an MPO and transit provider staff members. Per GDOT's consultation with FTA, it is *not* required that an MPO board vote to approve the Agreement.

2. "What if we need to update or amend an agreement?"

Agreement updates will be made on an as-needed basis rather than according to a set cycle. For example, modifications to individual agreements may be required due to changes in MPO boundaries, transit providers, or similar circumstances.

3. "My MPO is already developing a different agreement, does this mean we have to use the Agreement provided instead?"

No. An MPO may develop and use an alternative agreement so long as it meets all federal requirements. GDOT developed the included Agreement for MPOs that have not developed their own. If your MPO wishes to use an alternative agreement, that alternative should be shared with GDOT staff to ensure it complies with all requirements of 23 CFR 450.314 (h).

_____ certifies that it has submitted a Performance-based Transit Planning Agreement to the Georgia Department of Transportation.

If your MPO has not developed its own agreement, please sign the included Agreement, gather signatures from all transit providers in your MPO, and return the Agreement as part of your grant application. If necessary, add additional lines for transit provider signatures. If you have suggested changes to the language in this draft agreement, please contact GDOT. If your MPO has developed an alternative agreement, please include it with your application, or sooner if available.

Please direct any questions or inquiries to GDOT Intermodal, Patricia Smith, Ph.D. [Psmith@dot.ga.gov]

Performance-Based Transit Planning Agreement

On May 27, 2016, the final rule for statewide and metropolitan transportation planning was published, based on the 2012 Moving Ahead for Progress in the 21st Century (MAP-21) Act and the 2015 Fixing America's Transportation System (FAST) Act. As part of this final rule, 23 CFR 450.314 (h) requires the metropolitan planning organizations (MPO), State(s), and the providers of public transportation (referred to here as "providers") to jointly agree upon and develop specific written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, and the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO.

The Georgia Department of Transportation (GDOT), the MPO, and provider(s) hereby agree to share transit asset management data, targets, and plans as follows:

- Providers will share their Transit Asset Management (TAM) Plan, and TAM targets with the MPO and GDOT and report to the National Transit Database.
- Providers will coordinate with the MPO and GDOT during the development of their TAM Plan and targets.
- The MPO will set TAM targets for their planning area in coordination with providers in their planning area and share those targets with providers and GDOT.
- GDOT sponsors a Group TAM Plan for participating Tier 2 transit providers, collects inventory information from these providers, sets targets in coordination with the providers, and shares the TAM Plan with providers and MPOs statewide.
- MPOs will reflect TAM targets in their short range and long-range planning documents and share with GDOT and providers in their planning area.
- GDOT will provide a Statewide Transportation Improvement Program (STIP) Performance Report, reflecting TAM targets set by the GDOT Group Plan, and will share this report with MPOs and transit providers statewide.



Signature

Print Name and Title

Organization Name

Date

Name of Public Transportation Provider 1:

Phillippa Lewis Moss
Provider Signature

8-13-2024
Date

Hall Area Transit

Phillippa Lewis Moss, Director

Print Name and Title

Name of Public Transportation Provider 2:


Provider Signature

8/6/2024
Date

Jackson County Transit

Gina Roy, Assistant County Manager

Print Name and Title

Name of Public Transportation Provider 3:

Provider Signature

Date

Print Name and Title

Name of Public Transportation Provider 4:

Provider Signature

Date

Print Name and Title

Appendix D: FY 2026 Additional 5303 Funding Request Scoring Criteria

For FY 2026, additional Section 5303 funding is available beyond the formula allocations specified in Table 1 (page 3). Organizations with additional planning project needs may apply for increased FY 2026 funds. Awards will be subject to funding availability and awarded projects must conform to all applicable Section 5303 rules and regulations.

Applications for additional funding will be evaluated using the following scoring criteria. A strong application should meaningfully address each criterion. However, it does not necessarily need to address multiple sub-criteria within each.

Criteria #1 - Departmental Priorities (40 points)

- Support Regional & Statewide Transit Coordination
- Improve Transit Safety
- Develop Measurable Performance-Based Planning Products
- Support Coordinated Human Services Transportation Planning
- Study Expansion of Service to Unserved/Underserved Areas
- Target Workforce Development

Criteria #2 - Planning Support for Transit Providers (40 points)

- Planning work that supports capital & operating grants
- Studies to evaluate projects currently in TIP/LRTP
- Evaluating the performance of transit projects
- Evaluating future funding options & availability
- Planning for emerging trends and technologies (examples: micro transit, signal prioritization, real time travel information, General Transit Feed Specification (GTFS) real time, etc.)

Criteria #3 - Past Performance (20 points)

- Timely & accurate 5303 invoicing
- Planning deliverables with clear transit nexus
- Transit projects are reflected in TIP and LRTP
- MPO is currently following a performance-based planning process, with respect to transit and relevant planning agreements
- MPO has an up-to-date Public Participation Plan

Appendix E: Equal Employment Opportunity Questionnaire

The FTA Master Agreement requires all applicants, recipients, subrecipients and contractors receiving funding to comply with applicable Federal civil rights laws and regulations and to follow applicable Federal guidance. FTA applicants, recipients, subrecipients, and contractors who meet both of the following threshold requirements must implement the Equal Employment Opportunity (EEO) Program elements (FTA C 4704.1A Chapter 2.2).

This requirement applies to state-administered programs covered by Federal Transit Laws and FTA Master Agreement funding categories under 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities; 5311 – Rural formula grants for Rural Areas; 5339 – Bus and Bus facilities; 5307 – Urbanized Area formula grants; and 5303, 5304 and 5305 – Metropolitan and Statewide Planning funds.

All FTA applicants, recipients, subrecipients and contractors who do not meet the EEO Program threshold are not required to submit an EEO Program. However, they are still required to comply with all Equal Employment Opportunity statutes and regulations.

A recipient is required to submit a full or abbreviated EEO Program based on the number of its transit-related employees and whether it reaches a monetary threshold. Transit related employees include temporary, full-time, or part-time employees.

- Employs 100 or more transit-related employees (requires a full EEO Program)
- Employs 50 or more transit-related employees; (requires an abbreviated EEO program)

And:

- Requests or receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year or requests or receives planning assistance in excess of \$250,000 in the previous Federal fiscal year.

Example: If 'ABC Transit' is a direct subrecipient and has 22 employees, it does not meet the threshold. If 'ABC Transit' subcontracts with a *Third-Party Operator*, each entity is considered separately. If 'ABC Transit' with 22 employees, contracts with two agencies, one with 25 employees, and one with 52 employees (i.e. $22+25+52=99$), then *ABC Transit* would not be required to have an EEO Program, but the contracted agency with 52 employees would be required to develop and submit to 'ABC Transit' an abbreviated EEO Program.

EEO Program Components (Full EEO Program)

- Statement of Policy
- Dissemination
- Designation of Personnel Responsibility
- Utilization Analysis
- Goals and Timetables
- Assessment of Employment Practices
- Monitoring and Reporting

Abbreviated EEO Program Components

- Statement of Policy
- Dissemination Plan
- Designation of Personnel Responsibility
- Assessment of Employee Practices
- Monitoring and Reporting Plan

Please complete all fields annually and submit to GDOT Transit Department.

Legal Name of Applicant: _____

Organization Type: _____ MPO _____ Transit Agency _____ Third-Party Contractor

1. How many transit related employees do you have in your organization? _____

(A transit related employee is an employee of an FTA applicant, recipient, or subrecipient who is involved in an aspect of an agency's mass transit operation funded by FTA. For example, a city planner involved in planning bus routes would be counted, but a city planner involved in land use would not be counted)

2. How much did your organization receive in capital or operating assistance the previous federal fiscal year?

\$ _____

3. How much did your organization receive in planning assistance the previous federal fiscal year?

\$ _____

4. Has your agency submitted a full EEO Program/or abbreviated program to GDOT based on the thresholds noted?

_____ Yes _____ No

5. If yes, what is the date of your last submission? _____

6. Do you contract out any of your transit services?

_____ Yes _____ No.

If yes,

a. What is the name of the agency(ies)? _____

b. How much did the agency receive in capital or operating assistance?

\$ _____

c. How many transit employees does the agency have? _____

d. Did the contracting agency submit an EEO Program to you?

_____ Yes _____ No

If yes, what is the date of their last EEO Program submission? _____

I certify that the foregoing is true and correct.

Signature: _____

Title: _____

Date: _____



Appendix F: TAMP Participant Accountable Executive Approval Form

GDOT GROUP TRANSIT ASSET MANAGEMENT (TAM) PLAN

FY 2024 TAM PERFORMANCE TARGETS

As the Accountable Executive for the below-named Participant in the Group Transit Asset Management (TAM) Plan sponsored by the Georgia Department of Transportation (GDOT), I hereby approve the enclosed FY 2024 TAM Performance Targets (dated 9/08/20) on behalf of the Participant transit provider organization.

Participant Organization Name: _____

Transit Provider Name (if different): _____

FTA Program Subgroup (check all that apply)

_____ 5311 Rural _____ 5307 Urban

Did the Accountable Executive change from the CY 2023 named AE?

_____ Yes _____ No

Name of Accountable Executive: _____

Signature of Accountable Executive: _____



Title: _____

Date: _____

Enclosure

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Hall County, Georgia	
2 Business name/disregarded entity name, if different from above Hall County Board of Commissioners	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation' <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ Government Entity	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>3</u> Exemption from FATCA reporting code (if any) <u>N/A</u> <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. PO Drawer 1435	Requester's name and address (optional)
6 City, state, and ZIP code Gainesville, GA 30503	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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


Social security number	
[][] - [][] - [][][][]	
or	
Employer identification number	
5 8 - 6 0 0 0 8 3 6	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Taylor Samples - Finance Manager Date ▶ 1-24-2022

General Instructions

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

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

Purpose of Form

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

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

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

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



AGENDA ITEM

Planning & Zoning

REPORT TO: Work Session (09/09/24)

REPORT TO: Voting Meeting (09/10/24)

ITEM NO: 474/2024

SUBJECT: Approve the service level agreement for GIS Managed Services for Planning & Zoning to ROK Technologies, LLC of Mount Pleasant, CA, in the amount of \$100,308.00.

Meetings:

Work Session Date: 09/09/24

Voting Meeting Date: 09/10/24

Executive Summary:

Presenter: BG

Recommendation:
Approval.

Purpose of Request:
Approve the service level agreement for GIS Managed Services for Planning & Zoning to ROK Technologies, LLC of Mount Pleasant, CA, in the amount of \$100,308.00.

History:
The contract with ROK Technologies was initially approved in October 2023.

Facts and Issues:

Options:

The cloud hosting and management allows for staff to maintain up to date databases and offering of GIS services.

Previously, GIS Data has been hosted on internal servers that limited the communication and functionality in order to avoid security concerns related to the connection we would encounter with a locally hosted GIS environment. This limited being able to have fieldworkers edit directly against our data. Moving to a cloud hosted GIS environment, we are able to rely on ROK Technologies to effectively manage and mitigate having data being accessible and editable by fieldworkers.

Having our GIS Data and services being locally hosted also slowed down our GIS services; being cloud hosted, we're able to have faster GIS services with better reliability.

This agreement is necessary in order to maintain our cloud hosted GIS based data and services.

Funding Requested	\$ 100,308.00
Are funds within current budget?	Yes
Source of Funds	Development Services Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-09-30

Approvals:

Submit	Approve	Purchasing	Budget
AD	BG	AP	JM
Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

- Financial Supplement
- Contract Signature Request Form
- ROK Service Level Agreement



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

AGENDA ITEM 474/2024

Funds Requested: \$ 100,308.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Development Services Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	521301-GIS	\$100,308.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: RE

Phone: 770-531-6781



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

Date: August 29, 2024

To: Richard Higgins, Chairman, BOC

From: Andy Penick

t: 770.535.8270 | f: 770.531.6711

Your signature is requested to execute the attached Contract.

DIRECTOR
Taylor Samples

Bid/Contract No: Exempt

Contract Name: ROK Technologies GIS Managed Service Level Agreement

Department(s) Requesting: Planning & Zoning

Award Recipient Name: ROK Technologies, LLC.

Contract Description: GIS Managed Services

Prior Year's Spend: \$117,392.00

- Annual Contract New Renewal
- Price Decrease Requested Percentage Decrease: 12%
- Project/Service Contract Estimated Amount: \$100,308.00
- Product Contract Awarded Amount: \$0.00

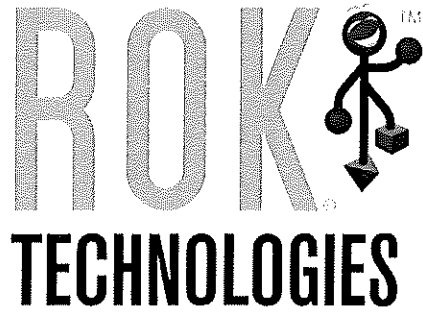
Comments:

The contract with ROK Technologies was initially approved in October 2023. The cloud hosting and management allows for staff to maintain up to date databases and offering of GIS services.

Previously, GIS Data has been hosted on internal servers that limited the communication and functionality in order to avoid security concerns related to the connection we would encounter with a locally hosted GIS environment. This limited being able to have fieldworkers edit directly against our data. Moving to a cloud hosted GIS environment, we are able to rely on ROK Technologies to effectively manage and mitigate having data being accessible and editable by fieldworkers.

Having our GIS Data and services being locally hosted also slowed down our GIS services; being cloud hosted, we're able to have faster GIS services with better reliability.

Revised August, 2024



County of Hall, GA

AWS, Tenant SLA

Service Level Agreement
Oct 15, 2024 – Oct 14, 2025

August 12, 2024

1 Introduction

Businesses today are faced with the growing challenge of supporting end-user access to complex applications from a variety of locations, devices, and methods. Coupled with the fact that all organizations today require "Enterprise-Class" computing functionality, internal IT resources are pushed to their limits, often struggling to meet the service levels demanded by the business.

To help County of Hall, GA ("Client") address these diverse needs, ROK Technologies ("ROK") provides GIS Managed Services that offer a flexible suite of extended maintenance and premium support offerings designed to:

- Proactively reduce the risks of costly downtime
- Ease resource and skillset constraints
- Simplify management
- Optimize system performance
- Improve productivity, security, compliance, and return on investment

This Service Level Agreement or "SLA" will provide County of Hall, GA with access to trained and certified experts that can help thoroughly resolve pressing issues in a timely fashion and, thereby, aid County of Hall, GA in achieving its business objectives.

With fixed cost and flexible options for GIS Managed Services, ROK Technologies provides consistency and ensures County of Hall, GA is receiving the optimal benefit from its investments. ROK Technologies is honored that County of Hall, GA has chosen to invest in ROK Technologies and is committed to helping County of Hall, GA maintain the health and efficiency of its valuable IT resources.

2 Reactive Support

Reactive Support provides the services necessary to respond to and resolve support incidents reported by County of Hall, GA as they arise. ROK's goal is to quickly resolve incidents before they significantly affect business continuity. The scope and terms of ROK's Reactive Support services are described below in the following sections.

2.1 Scope of Service

The scope of ROK's Reactive Support services includes the tracking and management of client-reported incidents, diagnosis and remediation of reported incidents, and assistance with system changes to the AWS environment and the installed Esri Commercial off-the-shelf software ("Esri COTS"). The specific tasks associated with these activities are as follows:

2.1.1 *Incident Tracking*

1. Receive and respond to incidents reported by County of Hall, GA in accordance with the service levels defined later in this document.

2. Record and track each incident in ROK's ticket management system.
3. Periodically report the current status of the incident to designated Client personnel.
4. Communicate the steps taken to ultimately resolve the incident.

2.1.2 Problem Diagnosis and Remediation

1. Collect information from County of Hall, GA regarding the nature of the incident, the circumstances under which the incident occurred, and its current and potential impact.
2. Investigate potential causes of the incident and diagnose the root cause where possible, drawing upon currently installed diagnostic tools as required.
3. Identify potential remedies for the incident based on the results of problem diagnosis.
4. Apply and test possible fixes in a systematic fashion until the incident is resolved or otherwise closed.
5. Engage vendor support as required to assist in troubleshooting and resolution and continue to manage the incident through to completion.

2.1.3 Configuration Assistance

1. Collect information from County of Hall, GA regarding the scope of the change requested, the motivation for the change, and the expected results.
2. Investigate the potential impact of the change, in terms of desired results and unintended consequences.
3. Determine the steps necessary to implement the change while mitigating risk.
4. Recommend a course of action to County of Hall, GA.
5. Upon authorization by County of Hall, GA, implement changes in accordance with the plan of action.
6. Record the change in accordance with County of Hall, GA's change management processes.

2.1.4 Esri COTS Application Upgrades and Patches

1. Upon request, ROK's Managed Services Team will upgrade and configure Esri COTS to the desired version. Additionally, upon request, ROK's Managed Services will install critical and optional patches as they are released.
2. ROK will communicate upgrade and patching opportunities for Esri COTS. Critical and security patches are required and will be installed and configured by ROK. If desired, both parties will work to schedule a day and time to complete the upgrade and/or patching that limits disruption of service. The installation date will be determined between County of Hall, GA and ROK upon completion of ROK's internal quality assurance testing.
3. Upon request, ROK's Managed Services will install and configure new Esri COTS as desired by County of Hall, GA.

2.1.5 Client Support

Client Support: Tickets can be submitted 24 hours a day, 7 days a week via the Client Gateway which will be provided after execution of contract. Support tickets can also be created 24 hours a day, 7 days a week via the toll-free number which will be provided after execution of contract.

2.1.6 Third Party Integrations

One of the benefits of having a managed service provider is that you'll always have a cloud-GIS expert on your side. This can be particularly beneficial when it comes to the complexities of integrating your GIS system with other third-party products. ROK's role in assisting you with these integrations includes the following:

- Addressing any IT considerations in relation to ArcGIS or your cloud environment (opening ports, configuring certificates, users, etc.)
- Providing reasonable third-party access as requested and defined by our clients
- Configuring the ArcGIS platform for integrations, as specified by the selected third party

3 Proactive Support

Proactive Support includes the administrative services necessary to maintain the supported equipment in working condition and protect the data stored thereon. The primary goal of ROK's Proactive Support is to reduce the risk of system failure and to mitigate the impact of unplanned outages should they arise. ROK Technologies shall render these services continuously over the life of the engagement, with most tasks occurring on a periodic basis with predetermined frequency. The scope, deliverables, and terms of ROK's Proactive Support services are described below in the following sections.

3.1 Scope of Service

The scope of ROK's Proactive Support and specific tasks associated with these activities are as follows:

3.1.1 Dedicated Client Success Manager

ROK's primary goal is to provide County of Hall, GA with flawless service, becoming an extension of County of Hall, GA's technical team of experts. Serving as County of Hall, GA's single point of contact, ROK Technologies assigned County of Hall, GA Success Manager's primary responsibilities shall include:

- Understanding County of Hall, GA's business needs
- Managing County of Hall, GA's ROK Technologies entitlements
- Accelerating the delivery of ROK's Technical Services
- Quarterly business review (QBR)

3.1.2 Proactive Support Services

The following proactive support activities will be performed by the ROK Technologies Team. Patches and updates are performed at a date and time agree upon by ROK and County of Hall, GA. County of Hall, GA's Client Success Manager will provide the scheduling of resources for these efforts and to ensure proper skillset alignment to the current need. Note: Scheduling is subject to resource availability.

- **OS Updates and Patches** | ROK's Managed Services takes care of all your OS patching activities to help keep your resources current and secure. When updates or patches are released from your OS vendors our team applies them in a timely and consistent manner to minimize the impact on your business. Critical security patches are applied as needed, while others are applied based on the patch schedule you request.
- **Aggressive Monitoring** | ROK Managed Services monitors the overall health of your infrastructure resources and handles the daily activities of investigating and resolving alarms or incidents. Committed to a 2-hour maximum response time, in the event of an instance failure, our team would take appropriate action to help minimize or avoid service interruption.
- **Security Management** | ROK protects your information assets to help keep your Cloud infrastructure secure. With anti-malware and anti-virus protection, intrusion detection, and intrusion prevention systems, ROK's Team manages security policies per stack, and can quickly recognize and respond to any intrusion.
- **Back Up and Retention**
 - RPO for SQL database is 4 hours
 - RPO for VM data is 12 hours

Back Up and Retention Duration		
Frequency	Time	Retention Duration
Daily	Every 12 hours	1 Month
Monthly	1 st Full VM Snapshot of the Month	12 Months
SQL Server		
Frequency	Time	Retention Duration
Daily	4 times daily	1 Month
Monthly	1 st Full SQL Backup of the Month	12 Months

3.1.3 Client Support

1. **Client Support.** Tickets can be called in 24 hours a day, 7 days a week via the toll-free number which will be provided after execution of contract. Tickets may also be submitted any time via email or from the Client Gateway. Contact emails and Client Gateway information will be provided following execution of contract.
2. **Coverage Hours.** Live Support is available 8am to 5pm EST M-F ("**Support Hours**").
 1. Client Gateway ("**Gateway**"): ROK will provide County of Hall, GA unlimited access to Gateway support. County of Hall, GA will report Malfunctions by accessing the Gateway and creating a service ticket or by sending an email to a dedicated support email address. A member of ROK's Support Staff ("**Support Staff**") will be assigned and County of Hall, GA will be contacted within

in a timeframe defined by the severity of the Malfunction. If the Support Staff member handling a request is unable to provide adequate assistance to County of Hall, GA for such requests hereunder, ROK will supply one or more alternative Support Staff members who are able to respond to the request to County of Hall, GA's reasonable satisfaction. All support ticket activities, findings, and resolutions will be tracked in the Client Gateway for future reference.

2. **Telephone Support Service:** ROK will provide County of Hall, GA unlimited access to 24/7 Telephone Support ("**Telephone Support**") via a toll-free number. County of Hall, GA will report Malfunctions by calling the Telephone Support number. A member of the Support Staff will be assigned to the Malfunction, and County of Hall, GA will be contacted within the timeframe defined by the severity of the Malfunction. In the event a Malfunction, the on-duty Support Staff will be assigned and will contact County of Hall, GA within sixty (60) minutes of the original call. If the Support Staff member handling a certain request is unable to provide adequate assistance to County of Hall, GA for such requests hereunder, ROK will supply one or more alternative Support Staff members who are able to respond to the request to County of Hall, GA's reasonable satisfaction.
3. **SLA Definitions.** ROK will correct Malfunctions as provided herein. "**Malfunction**" shall mean a failure by the Services to operate as required by this Agreement. The definitions of the Malfunction Severity classifications are as follows:
 1. **Critical Level - 1:** A problem which renders the Services inoperative, causes a significant and ongoing interruption to the end-user's business activities or causes a loss or corruption of data, where either the entire company or large groups of users are affected.
 2. **High - 2:** A problem which causes the Services to be intermittently inoperative, disrupted or malfunctioning and which materially interferes with County of Hall, GA's use of the Services, for the entire company or large groups of users.
 3. **Medium - 3:** A problem which causes the Services not to function in accordance with applicable specifications, for small groups or individual users, but which causes only a minor impact on County of Hall, GA's use of the Services and for which an acceptable circumvention is available.
 4. **Low - 4:** Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications.
4. **Correction of Malfunctions.** ROK will correct Malfunctions as provided herein. "**Malfunction**" shall mean a failure by the Services to operate as required by this Agreement. The definitions of the Malfunction classifications are as follows:
 1. **Report of Malfunction.** With respect to a report of any Malfunction, County of Hall, GA personnel making such a report will describe to the Support staff the Malfunction in reasonable detail and the circumstances under which the Malfunction occurred or is occurring and will, based upon the criteria of the Severity Definition, classify the Malfunction as a Severity Level 1, 2, 3 or 4 Malfunction.
 2. **Severity of Malfunctions.** If Critical Level 1 or High Level 2 Malfunction cannot be corrected to County of Hall, GA's reasonable satisfaction through communication with the Support staff within two (2) hours after ROK receives the description of the Malfunction, ROK will: (1) escalate the problem to additional members of Support Staff and ROK's Client Success Manager; (2) take and continue to take the actions which will most expeditiously resolve the Critical Level 1 or High Level 2 Malfunction; (3) provide a report to County of Hall, GA of the steps taken and to be taken to resolve the problem, the progress to correction, and the estimated time of correction, and update that report two (2) hours until the Malfunction is resolved or until a timeline and

resolution is agreed upon by both parties.

3. If a correction or workaround to a Critical Level 1 Malfunction has not been achieved within two (2) days, ROK and County of Hall, GA will mutually agree upon a resolution schedule.
4. Action Required from ROK. For Critical Malfunctions, ROK will work to provide an immediate correction, which will then be promptly implemented for the County of Hall, GA staff to test. For a Severity Level 3 or 4 Malfunction, ROK will provide a correction as promptly as reasonably achievable and will seek to establish with County of Hall, GA a mutually agreed schedule for the correction to be provided.

Service/Activity	Service Level	Service Level Credit
Availability of the Services	Failure to comply with the Client Support requirements outlined in section 3	10% of the monthly charge for the month of the failure.
Recovery Time Objective (RTO)	In the event of unscheduled downtime caused by ROK Technologies, the system shall be restored and fully operational within four (4) hours. If the event is caused by an employee of , ROK will work to restore the environment within the 4-hour window and will communicate the action plan and updates to throughout the restoration. No penalty to ROK will be applied if downtime is caused by an employee of or Configurations, as defined in Section 8 below.	Should the action be caused by ROK and lead to downtime in excess of 4 hours, shall receive credit for 10% of the monthly charge for the month of the failure.

4 Assumptions

ROK's delivery of the services defined by this Agreement is based on the assumptions described below. Any deviation from these assumptions might impact the scope of services to be provided and associated fees:

1. ROK Technologies shall primarily render Reactive Support services remotely, while making use of current technologies that provide remote access and control of the supported systems where available.
2. County of Hall, GA shall permit the use of remote access technologies that enable ROK Technologies to render services remotely.

5 Scheduling

As part of these offerings, ROK Technologies will conduct proactive scheduling with County of Hall, GA. As scheduling changes arise, County of Hall, GA shall contact ROK Technologies one (1) to two (2) weeks in advance where possible. The ROK Technologies Technical Operations Team will make their best effort to accommodate special requests.

6 Change Control Policy

As ROK Technologies and County of Hall, GA collaborate on this Service Level Agreement, it is possible that either party will find reasons to change the scope of this Agreement. In the event that County of Hall, GA would like to discuss the addition or subtraction of specified, agreed upon services, County of Hall, GA will submit a Service Request to ROK. County of Hall, GA's ROK Technologies Account Manager will make contact within one (1) business day to

review or schedule a review of this request.

7 Disclaimers

In addition to the disclaimers and limitations set forth in the MSA, County of Hall, GA understands and agrees as follows with respect to the Managed Services rendered hereunder:

ROK is not responsible for the loss of data caused by the action(s) of County of Hall, GA. Any warranty or service contract does not cover infection of any system with a virus introduced by County of Hall, GA. All work necessary for ROK to remove a virus will be billed to County of Hall, GA. Work performed under a service contract is governed by the terms of said service contract.

The uptime, support requirements, response times, and Service Level Credits set forth in this SLA shall not be binding upon ROK for any occurrence, failure of service, or other malfunction caused by any factor set forth in Section 9(c) of the MSA, Client, any employee, vendor or other agent of County of Hall, GA, or any system configuration under County of Hall, GA's exclusive control (for example, where applicable, external VPN, external authentication, external access management, external environment peering, or County of Hall, GA's specialized non-standard system software) (collectively, "**Client Configurations**"). ROK disclaims all responsibility for County of Hall, GA and County of Hall, GA assumes sole liability for any problem or error caused by the same.

8 Service Level Agreement Support Matrix

Case Priority Definitions				
Personnel Impact - Number of affected users	Business Impact			
	<i>High - problems that render services inoperative, causes significant interruption, or data loss</i>	<i>Medium - causes services to be intermittent or disrupted, which interferes with business</i>	<i>Low - causes the services not to function in accordance specs, with only minor impact</i>	<i>None - general questions and issues, and other lesser malfunctions</i>
High Impact Entire organization is affected	1 - Critical	2 - High	3 - Medium	3 - Medium
Medium Impact Departments or large group of users affected	1 - Critical	2 - High	3 - Medium	4 - Low
Low Impact Individual or a small group is affected	1 - Critical	3 - Medium	4 - Low	4 - Low

Case Response Time Expectations		
	1st response	follow up/update
1 - Critical	< 1 hour [^]	within 1 hr of client response, until closed
2 - High	< 2 hours [*]	within 2 hrs of client response, until closed
3 - Medium	< 4 hours [*]	within 4 hrs of client response, until closed
4 - Low	< 8 hours [*]	within 8 hrs of client response, until closed

[^] Critical Case hrs: 24/7

^{*} Business hrs: 8 am - 8 pm EST

9 Acceptance & Integration with MSA

This Service Level Agreement constitutes the full agreement between ROK and County of Hall, GA for the Managed Services described herein. Upon execution by the Parties, this Service Level Agreement or "SLA" shall become a Statement of Work, or "SOW" issued under, integrated with, and governed by the Master Services Agreement between the Parties. Capitalized terms not defined in this Service Level Agreement shall have the meaning ascribed to them in the MSA. The undersigned parties acknowledge their acceptance of this SLA and the terms and conditions described herein. Furthermore, the undersigned parties certify that they are authorized representatives of their respective companies with full authority to sign this SLA and enter into this Agreement on behalf of their respective organizations.

The Managed Services hereunder are billed County of Hall, GA. Terms of payment are Net 30 Days. Late fees will be applied on invoices greater than sixty (60) days from the date invoiced and can result in suspension of service. The billing amount shall be based on the proactive and reactive managed services described in this SLA and the cloud infrastructure described in the table below.

ROK Managed Cloud Infrastructure

Name	Qty	ENV	Uptime %	OS Storage (GB)	Data Storage (GB)	Log Storage (GB)	Server Size
AWS - Active Directory	1						
AWS - ArcGIS Portal	1	PRD	100	100	150		4 vCPUs 16GB RAM
AWS - ArcGIS Relational DataStore	1	PRD	100	100	150		4 vCPUs 16GB RAM
AWS - ArcGIS Server	1	PRD	100	100	150		8 vCPUs 32GB RAM
AWS - Citrix Server	1	PRD	100	100	500		8 vCPUs 32GB RAM
AWS - File Server	1	PRD	100	100	500		2 vCPUs 8GB RAM
AWS - S3 Bucket - 1TB	2						
AWS - SQL Server	1	PRD	100	200	300		4 vCPUs 16GB RAM
AWS - Web Server	1	PRD	100	100	150		2 vCPUs 8GB RAM
Citrix Seat(s)	7						
Monthly Cost							\$8,359.00
Term							12 months
Annual total							\$100,308.00

Pricing is based solely on the Cloud environment outlined. Infrastructure needs will be reviewed ongoing. Should County of Hall, GA require a change in resources and/or require additional managed services that differ from those listed, ROK Technologies will work with County of Hall, GA to determine the hardware changes needed, and the associated costs/savings. All changes will be accepted in writing via signed amendment before being executed. Payments are due 30 days from receipt of invoice non-payment after 60 days will result in suspension of service.

The initial term of this SLA shall begin on 10/15/2024 and expires in 12 months. Upon expiration, this SLA shall automatically renew for an additional 1 year term unless either Party provides written notice to the other Party of its intent not to renew at least sixty (60) days before the expiration of the then-current term. Section G of the MSA shall govern termination of this SLA.

Infrastructure and services will be reviewed on an ongoing basis. Should County of Hall, GA require a change in resources that differ from those listed in this SLA, ROK Technologies will communicate the necessary changes to County of Hall, GA along with the associated costs/savings. Any general price increase will be communicated in writing before the auto-renewal.

Any general price increase will be communicated in writing before auto-renewal. General price increases will not exceed 7% of the applicable services in the prior term unless the pricing for the previous term was designated in the SLA as promotional or one-time.

Payments are due 30 days from receipt of the invoice. Non-payment after 60 days will result in suspension of service.

Agreed to and Accepted By:

ROK Technologies, LLC

County of Hall, GA

Signature: 

Signature:

Name: Alexandra Coleman

Name:

Title: CEO, ROK Technologies

Title:

Date: August 12, 2024

Date:

Verification:

APPROVED AS TO FORM



Nathaniel R. Anderson,
Senior Assistant County Attorney



AGENDA ITEM

Planning & Zoning

REPORT TO: Work Session (09/09/24)

REPORT TO: Voting Meeting (09/10/24)

ITEM NO: 485/2024

SUBJECT: Public Hearing to transmit Hall County's updated Comprehensive Plan to the Georgia Mountains Regional Commission and the Georgia Department of Community Affairs for review.

Meetings:

Work Session Date: 09/09/24

Voting Meeting Date: 09/10/24

Executive Summary:

Presenter: BG
Recommendation: Approval.

Purpose of Request: Public Hearing to transmit Hall County's updated Comprehensive Plan to the Georgia Mountains Regional Commission and the Georgia Department of Community Affairs for review.

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

Transmittal Letter



Hall County Government
COMMUNITY DEVELOPMENT & INFRASTRUCTURE
PLANNING AND ZONING

To: Hall County Board of Commissioners

From: Beth Garmon, Director of Planning and Zoning

Date: August 26, 2024

Subject: Comprehensive Plan Update and Unified Development Code (UDC)

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Dear Board of Commissioners,

For the past two years, Planning staff has worked alongside the consultant team of TSW as well as Hall County stakeholders and other county agencies to develop a policy document that will guide the county's long-range vision for growth and development. The comprehensive plan balances population, economic, and employment growth with the desire to maintain rural character, greenspace, and natural resources. The plan also addresses the need to coordinate new development with infrastructure capacity. This guide will be used as a guide for developers, county staff, and the board when considering new development.

In addition to the comprehensive plan, Planning staff has also worked with TSW to develop a Unified Development Code (UDC). The UDC provides the regulations and standards for development within the county, and supports the vision of the comprehensive plan. This draft of the UDC is focused on addressing outdated language within the code, making information easier to find within the document, and includes the addition of new zoning districts and uses.

At the September 10, 2024 Board of Commissioners meeting, staff will present a summary of the process and highlight the changes in both updates. With your approval, the documents will be made available to the public as well as transmitted to the Georgia Mountains Regional Commission (GMRC) and the Department for Community Affairs (DCA) for review and comment.

Sincerely,

Beth Garmon
Director of Planning and Zoning



Hall County Government

BOARD OF COMMISSIONERS

September 10, 2024

Planning Department
Georgia Mountains Regional Commission
PO Box 1720
Gainesville, GA 30503

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288

RE: Comprehensive Plan Update Submittal

Dear Planning Director,

CHAIRMAN
Richard P. Higgins

Our County has completed the required update of its comprehensive plan in accordance with the Minimum Standards and Procedures for Local Comprehensive Planning and is hereby submitting it with this letter for review by the Georgia Mountains Regional Commission and the Department of Community Affairs.

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

I certify that during the planning process we held the required public hearings and strived to involve key stakeholders in development of the plan in a manner appropriate to our community's dynamics and resources. Evidence of this has been included in our plan.

COUNTY ADMINISTRATOR
Zachary T. Propes

I also certify that appropriate staff and decision-makers have reviewed both the Regional Water Plan covering our area and the Rules for Environmental Planning Criteria (O.C.G.A. 12-2-8) and taken those into consideration in developing our plan.

ASSISTANT
COUNTY ADMINISTRATOR
Katie Crumley

If you have any questions concerning our submittal, please contact Beth Garmon, Director of Planning and Zoning, at 770-297-2626.

ASSISTANT
COUNTY ADMINISTRATOR
Casey Ramsey

Sincerely,

COUNTY CLERK
Jennifer Rivera

Richard P. Higgins
Chairman
Hall County Board of Commissioners



AGENDA ITEM

Planning & Zoning

REPORT TO: Work Session (09/09/24)

REPORT TO: Voting Meeting (09/10/24)

ITEM NO: 486/2024

SUBJECT: Public Hearing to transmit Hall County's Unified Development Code to the Georgia Mountains Regional Commission and the Georgia Department of Community Affairs for review.

Meetings:

Work Session Date: 09/09/24

Voting Meeting Date: 09/10/24

Executive Summary:

Presenter: BG
Recommendation: Approval

Purpose of Request: Public Hearing to transmit Hall County's Unified Development Code to the Georgia Mountains Regional Commission and the Georgia Department of Community Affairs for review.

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
AD	BG	WLI	CR
Clerk			

Clerk
JR

Attachments:

Board Memo



Hall County Government
COMMUNITY DEVELOPMENT & INFRASTRUCTURE
PLANNING AND ZONING

To: Hall County Board of Commissioners

From: Beth Garmon, Director of Planning and Zoning

Date: August 26, 2024

Subject: Comprehensive Plan Update and Unified Development Code (UDC)

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

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At the September 10, 2024 Board of Commissioners meeting, staff will present a summary of the process and highlight the changes in both updates. With your approval, the documents will be made available to the public as well as transmitted to the Georgia Mountains Regional Commission (GMRC) and the Department for Community Affairs (DCA) for review and comment.

Sincerely,

Beth Garmon
Director of Planning and Zoning



AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (09/09/24)**

REPORT TO: **Voting Meeting (09/10/24)**

ITEM NO: 476/2024

SUBJECT: **5820 McEver Road | Amend Conditions of Zoning** | on a 3.57± acre tract located on the west side of McEver Road at its intersection with Lights Ferry Road | Zoned H-B, Tax Parcel 08119 000003 | **Proposed Use: Gas station and convenience store** | Commission District 2 | **Nabeel Group of Companies, Inc, applicant**

Meetings:

Work Session Date: 09/09/24

Voting Meeting Date: 09/10/24

Executive Summary:

Presenter: BG
Recommendation:

Approval, with conditions:

1. The property shall be developed in accordance with the site plan received June 14, 2024, and as described in the project narrative dated June 14, 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 served by sewer provided by the City of Flowerly Branch.
3. A fence, a minimum of 8 feet in height with barbed wire on top, shall be constructed on a berm, a minimum of 3 feet in height, along the entirety of the rear property line adjacent to Silverthorn Subdivision. The property buffer shall be 50 feet. Landscaping shall be a minimum of 8 foot tall evergreens staggered in two rows on four foot centers and shall not be disturbed during construction.
4. The fence shall not be constructed of wood. It shall be opaque and constructed out of PVC, vinyl chain link, or a similar material.
5. The applicant shall continue the screening behind the proposed convenience store with fast-growing evergreens from the northeastern corner and following the proposed driveway to the western boundary line.
6. All development shall adhere to the Gateway Corridor standards and all building materials and color shall be submitted to and approved by the Hall County Director of Planning and Zoning.
7. The convenience store shall close at 10:00 p.m. and no deliveries shall take place after 10:00 p.m.
8. The developer shall coordinate with the Hall County Engineering Department to provide a sidewalk adjacent to both McEver Road and Lights Ferry Road rights-of-way. Sidewalk width and design shall align with future road improvement plans.
9. Access to the development shall be approved by the Hall County Engineering Department and all traffic engineering standards shall be met.
10. The access along McEver Road shall be located such that it allows tax parcel 08119 000003A clear ingress and egress from that parcel's residential driveway.
11. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, Fire Marshal, and Hall County Engineering.
12. All conditions of zoning shall be made a part of any plats or construction plans created for the project.

Purpose of Request:

5820 McEver Road | Amend Conditions of Zoning | on a 3.57± acre tract located on the west side of McEver Road at its intersection with Lights Ferry Road | Zoned H-B, Tax Parcel 08119 000003 | Proposed Use: Gas station and convenience store | Commission District 2 | Nabeel Group of Companies, 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:

Request to Table
Board Memo
Recommendation Report
Application
Updated Narrative
Original Narrative
Updated Site Plan

Original Site Plan
Maps
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Public Comments
Notice Sign Photos

Jennifer Rivera (Administration)

From: Beth Garmon (CDI: Planning)
Sent: Monday, August 26, 2024 3:35 PM
To: Jennifer Rivera (Administration)
Subject: FW: Request to Table Request for Change in Conditions of Zoning, Record Number HZCU24-0022, 5820 McEver Road

Good afternoon, Jennifer.

Could you please add this email to the file for Nabeel Group, 3820 McEver Road, which is scheduled for BOC on Tuesday, September 10th?

Thank you,
Beth

Beth Garmon

Director of Planning and Zoning
Hall County Community Development and Infrastructure
(office) 770-531-6809
(direct) 770-297-2626
bgarmon@hallcounty.org

All **ZONING, PLAT**, and **BUILDING PERMIT** submittals may be submitted online through [Accela](#). Plat inquiries may be submitted to plats@hallcounty.org. Zoning and general inquiries may be submitted to planning@hallcounty.org.



From: Chuck Ross <cross@powelledwards.com>
Sent: Monday, August 26, 2024 3:12 PM
To: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Subject: Request to Table Request for Change in Conditions of Zoning, Record Number HZCU24-0022, 5820 McEver Road

You don't often get email from cross@powelledwards.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Garmon,

Thank you for the return call. I represent Nabeel Group of Companies in the above matter pending before the Hall County Board of Commissioners. I have a conflict for the September 10, 2024, Board of Commissioners' Meeting

that I cannot resolve. I am respectfully requesting that the Public Hearing be tabled to the October 10, 2024, Commission Meeting. Thank you for your kind consideration.

Chuck Ross

W. Charles “Chuck” Ross, Partner

Phone: (770) 962-0100 | Fax: (770) 963-3424

Post Office Box 1390, Lawrenceville, GA 30046

www.PowellEdwards.com



Voted Best of Gwinnett, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023

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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 26, 2024

Subject: **5820 McEver Road | Amend Conditions of Zoning | on a 3.57± acre tract | Proposed Use: Gas station and convenience store | Nabeel Group of Companies, Inc, applicant**

The request before you is the request of Nabeel Group of Companies, Inc to amend conditions of zoning to allow a full access drive off McEver Road for a proposed gas station and convenience store. This item is located within Commission District 2.

At their August 5, 2024 meeting, the Hall County Planning Commission voted to recommend approval with twelve (12) conditions **(4-0, Varner absent)**.

Staff recommendation: **Approval, with conditions**, as the proposed use is consistent with the previous approval.

There were **four (4) comments submitted** in advance of the Planning Commission meeting and **seven (7) people spoke in opposition during the public hearing**.

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan received June 14, 2024, and as described in the project narrative dated June 14, 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 served by sewer provided by the City of Flowery Branch.
3. A fence, a minimum of 8 feet in height with barbed wire on top, shall be constructed on a berm, a minimum of 3 feet in height, along the entirety of the rear property line adjacent to Silverthorn Subdivision. The property buffer shall be 50 feet. Landscaping shall be a minimum of

8-foot-tall evergreens staggered in two rows on four-foot centers and shall not be disturbed during construction.

4. The fence shall not be constructed of wood. It shall be opaque and constructed out of PVC, vinyl chain link, or a similar material.
5. The applicant shall continue the screening behind the proposed convenience store with fast-growing evergreens from the northeastern corner and following the proposed driveway to the western boundary line.
6. All development shall adhere to the Gateway Corridor standards and all building materials and color shall be submitted to and approved by the Hall County Director of Planning and Zoning.
7. The convenience store shall close at 10:00 p.m. and no deliveries shall take place after 10:00 p.m.
8. The developer shall coordinate with the Hall County Engineering Department to provide a sidewalk adjacent to both McEver Road and Lights Ferry Road rights-of-way. Sidewalk width and design shall align with future road improvement plans.
9. Access to the development shall be approved by the Hall County Engineering Department and all traffic engineering standards shall be met.
10. The access along McEver Road shall be located such that it allows tax parcel 08119 000003A clear ingress and egress from that parcel's residential driveway.
11. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, Fire Marshal, and Hall County Engineering.
12. All conditions of zoning shall be made a part of any plats or construction plans created for the project.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Nabeel Group of Companies, Inc

Request Use Subject to County Commission Approval |
Amend Conditions of Zoning for a Gas station
and convenience store

Proposed Use Gas station and convenience store

Size 3.57± acres

Zoning Highway Business (H-B, 17.150)

Location **5820 McEver Road** | Tax Parcels 08119 000003

Commission District Two

Planning Commission Date August 5, 2024

Staff Recommendation **Approval, with conditions**, as the proposed use
is consistent with the previous approval.

Record Number.....HZCU24-0022

Planning Commission Recommendation.....**Approval, with conditions**

Vote: 4-0 (Varner absent)

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan received June 14, 2024, and as described in the project narrative dated June 14, 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 served by sewer provided by the City of Flowery Branch.
3. A fence, a minimum of 8 feet in height with barbed wire on top, shall be constructed on a berm, a minimum of 3 feet in height, along the entirety of the rear property line adjacent to Silverthorn Subdivision. The property buffer shall be 50 feet. Landscaping shall be a minimum of 8-foot-tall evergreens staggered in two rows on four-foot centers and shall not be disturbed during construction.
4. The fence shall not be constructed of wood. It shall be opaque and constructed out of PVC, vinyl chain link, or a similar material.

5. The applicant shall continue the screening behind the proposed convenience store with fast-growing evergreens from the northeastern corner and following the proposed driveway to the western boundary line.
6. All development shall adhere to the Gateway Corridor standards and all building materials and color shall be submitted to and approved by the Hall County Director of Planning and Zoning.
7. The convenience store shall close at 10:00 p.m. and no deliveries shall take place after 10:00 p.m.
8. The developer shall coordinate with the Hall County Engineering Department to provide a sidewalk adjacent to both McEver Road and Lights Ferry Road rights-of-way. Sidewalk width and design shall align with future road improvement plans.
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11. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, Fire Marshal, and Hall County Engineering.
12. All conditions of zoning shall be made a part of any plats or construction plans created for the project.

Excerpts from the minutes of the August 5, 2024 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Chuck Ross, 10 Lumpkin Street, Lawrenceville, presented the request.

Public Forum:

Cliff McGlamry, 6353 Lights Ferry Road, Flowery Branch, spoke in opposition. He stated that there are plenty of existing gas stations for this community and that he has concerns regarding the hours of operations, and the fast traveling traffic.

Win Fletcher, 5913 Thornhill Place, Flowery Branch, spoke in opposition. Concerns include the proposed turn lane on McEver Road, the line of sight from the Silverthorn subdivision, the roundabout that will keep traffic flowing past their subdivision entrance, and traffic safety.

Timothy Gail, 5918 Terrace Lakee Point, Flowery Branch, spoke in opposition. Concerns are pedestrian safety, the future land use designation not supporting this use, hours of operation, and noises.

Lila Weaver, 5806 Silverthorn Drive, Flowery Branch, spoke in opposition. Concerns are the continued growth on McEver Road, safety due to the sun blinding drivers in the morning coming out of the Silverthorn subdivision, increased traffic, and the speed limit on McEver Road.

Shelly Andrews, 5913 Thornhills Place, Flowery Branch, spoke in opposition. Concerns are inconsistency in the submitted site plan and changes in the conditions of zoning, the safety of the intersection at McEver and Lightsferry, general traffic safety, and the proposed diesel station shown on the site plan.

Jay Kelley, 6023 Terrace Lake Pointe, Flowery Branch, spoke in opposition. Concerns are changing the conditions that were previously approved for this property such as the berm, trees, fence and barbed wire.

Sally Marks, 5810 Silverthorn Drive, Flowery Branch, spoke in opposition. Concerns are the US EPA recommending 1,000 feet prior to being in close proximity of a sensitive area such as the pool for safety. She also spoke about her concern of bringing in human trafficking with the proposed gas station and convenience store.

Rebuttal

The applicant stated that the roundabout construction is to begin around July of next year, that the conditions require that the hours of operation end at 10pm every day, and that all EPA regulations will be followed. The applicant also stated that he was under the impression that the speed limit will decrease to 45 mph once the roundabout is prepared and that removing the requested condition will let them proceed with permitting, but it is subject to the board's approval.

Planning Commission Comments:

Mr. Braswell stated that there were comments in opposition submitted by Shawn Fields, Ron Cholaj, Alic Cholaj, and Donna Cash prior to the meeting. Ms. Garmon stated that the request was initiated by the applicants, not the county. Mr. Braswell stated that it is the right of the applicant to make the request and the applicant will cover the cost of this change. Mr. Hunt stated that approval of this amended condition will send them to the County Engineering Department for approval. Mr. Braswell stated that the site plan needs to have a revised date and conditions need to be added to the plan before going in front of the Board of Commissioners.

Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Mr. Sosebee. Vote: 4-0 (Varner absent)

Conditions:

1. The property shall be developed in accordance with the site plan received June 14, 2024, and as described in the project narrative dated June 14, 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 served by sewer provided by the City of Flowery Branch.
3. A fence, a minimum of 8 feet in height with barbed wire on top, shall be constructed on a berm, a minimum of 3 feet in height, along the entirety of the rear property line adjacent to Silverthorn Subdivision. The property buffer shall be 50 feet. Landscaping shall be a minimum of

8 foot tall evergreens staggered in two rows on four foot centers and shall not be disturbed during construction.

4. The fence shall not be constructed of wood. It shall be opaque and constructed out of PVC, vinyl chain link, or a similar material.
5. The applicant shall continue the screening behind the proposed convenience store with fast-growing evergreens from the northeastern corner and following the proposed driveway to the western boundary line.
6. All development shall adhere to the Gateway Corridor standards and all building materials and color shall be submitted to and approved by the Hall County Director of Planning and Zoning.
7. The convenience store shall close at 10:00 p.m. and no deliveries shall take place after 10:00 p.m.
8. The developer shall coordinate with the Hall County Engineering Department to provide a sidewalk adjacent to both McEver Road and Lights Ferry Road rights-of-way. Sidewalk width and design shall align with future road improvement plans.
9. Access to the development shall be approved by the Hall County Engineering Department and all traffic engineering standards shall be met.
10. The access along McEver Road shall be located such that it allows tax parcel 08119 000003A clear ingress and egress from that parcel's residential driveway.
11. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, Fire Marshal, and Hall County Engineering.
12. All conditions of zoning shall be made a part of any plats or construction plans created for the project.

Staff Recommended Conditions:

1. The property shall be developed in accordance with the site plan dated June 24, 2022 and as described in the project narrative dated June 14, 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 served by sewer provided by the City of Flowery Branch.
3. A fence, a minimum of 8 feet in height with barbed wire on top, shall be constructed on a berm, a minimum of 3 feet in height, along the entirety of the rear property line adjacent to Silverthorn Subdivision. The property buffer shall be 50 feet. Landscaping shall be a minimum of 8-foot-tall evergreens staggered in two rows on four foot centers and shall not be disturbed during construction.
4. The fence shall not be constructed of wood. It shall be opaque and constructed out of PVC, vinyl chain link, or a similar material.
5. The applicant shall continue the screening behind the proposed convenience store with fast-growing evergreens from the northeastern corner and following the proposed driveway to the western boundary line.

6. All development shall adhere to the Gateway Corridor standards and all building materials and color shall be submitted to and approved by the Hall County Director of Planning and Zoning.
7. The convenience store shall close at 10:00 p.m. and no deliveries shall take place after 10:00 p.m.
8. The Developer shall coordinate with the Hall County Engineering Department to provide a sidewalk adjacent to both McEver Road and Lights Ferry Road rights-of-way. Sidewalk width and design shall align with future road improvement plans.
9. Access to the development shall be approved by the Hall County Engineering Department and all traffic engineering standards shall be met.
10. The access along McEver Road shall be located such that it allows tax parcel 08119 000003A clear ingress and egress from that parcel's residential driveway.
11. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, Fire Marshal, and Hall County Engineering.
12. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.

Summary Analysis

The applicant is requesting to amend zoning conditions on a 3.57± acre tract, currently zoned Highway-Business (H-B, 17.150), to allow for the implementation of one full access drive with a deceleration lane and left turn lane off McEver Road, and for one full access drive that does not include a deceleration lane or a left turn lane off Lights Ferry Road. The property is currently undeveloped.

The subject property was originally rezoned from Agricultural Residential-III (AR-III, 17.110) to Highway-Business (H-B, 17.150) on November 30, 2021, for the development of a gas station and convenience store with the following 9 conditions (ZON2021-0007):

1. The development shall be served by sewer provided by the City of Flowery Branch.
2. A fence, a minimum of 8 feet in height with barbed wire on top, shall be constructed on a berm, a minimum of 3 feet in height, along the entirety of the rear property line adjacent to Silverthorn Subdivision. The property buffer shall be 50 feet. Landscaping shall be a minimum of 8 foot tall evergreens staggered in two rows on four foot centers and shall not be disturbed during construction.
3. The fence shall not be constructed of wood. It shall be opaque and constructed out of PVC, vinyl chain link, or a similar material.

4. The applicant shall continue the screening behind the proposed convenience store with fast-growing evergreens from the northeastern corner following the proposed driveway to the western boundary line.
5. McEver Road shall be a right turn exit only and with the location determined by Hall County Traffic Engineering. The entrance shall be placed in a location that will allow Ms. Cash to access her own driveway.
6. All development shall adhere to the Gateway Corridor standards and all building materials and color shall be submitted to and approved by the Hall County Planning Director.
7. Applicant shall provide a topographic map and an updated site plan to the Board of Commissioners in advance of their meeting on October 28, 2021, so that staff may have time to review and comment.
8. The convenience store shall close at 10:00 p.m. and no deliveries shall take place after 10:00 p.m.
9. Sidewalks shall be required.

The applicant is requesting to amend the conditions of the Highway Business (H-B) zoning to allow for a full access drive and deceleration lane off McEver Road as well as a full access drive with no deceleration lane and no left turn lane off of Lights Ferry Road. Per the narrative, the applicant states that these modifications will optimize traffic flow and improve accessibility for the site.

The submitted site plan appears to be consistent with the previous application, with the distinction that the new site plan reflects the addition of a second fuel canopy with 3 diesel gas pumps. The narrative states that an 8 foot high fence constructed on a minimum 3 foot high berm will be installed; however, the narrative does not include the barbed wire on top as per Condition #2, nor is the fence or berm reflected on the site plan. Also, the site plan does not reflect the location of sidewalks as required by Condition #9.

Water services will be provided by the City of Gainesville Department of Water Resources with service confirmed in an email dated June 13, 2024. As the property falls within the Flowery Branch sewer district, a letter from the City of Flowery Branch dated June 13, 2024 states that the project could be served by sewer dependent on the following: "...expected sewer plant modifications and new plant are completed, [and] approval from city council and supporting departments [is granted]." If public sewer is not available, the Environmental Health Department will require the development to meet all commercial septic system permitting requirements.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the following items must be considered:

1. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The requested use is consistent with the previous approval for the rezoning of the property on November 30, 2021.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **No, it is not anticipated that the proposed development will adversely affect adjacent properties. Coordination with and approval from Hall County Traffic Engineering is required to ensure all regulations are met.**

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned Highway Business (H-B, 17.150).**
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; **It is not anticipated that the proposed zoning use will result in an excessive or burdensome use of existing infrastructure. The proposal has received availability letters for both water and sewer to serve this development.**
5. Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The zoning designation has been established by previous board action with the original approval of the development. The requested modification does not significantly impact the designated future land use of the area.**
6. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**
7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**
8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**
9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property is undeveloped, and satellite imagery indicates that no development has existed on the property since 1999. Additionally, there are no records of building permits or land disturbance permits for the property.**
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; **Hall County Engineering currently has a planned project for the intersection of McEver Road and Lights Ferry Road which will incorporate a roundabout and realignment of Lights Ferry Road. These changes may or may not affect the use and development of the property.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The current request to amend zoning conditions of the Highway Business (H-B, 17.150) zoning will not create an isolated district.**

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 request is not out of scale with the needs of the immediate neighborhood or the county as a whole.**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The existing zoning of the subject site supports the proposed use; however, the proposal of a full access drive to the development from McEver Road requires the amendment of the existing zoning conditions.**
15. Whether the need for rezoning could be handled instead by a variance request to the zoning board of adjustment; **The request could not be handled alternatively as a variance.**
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

The **Highway Business (H-B, 17.150) zoning district** allows for a variety of commercial uses to meet residents' needs. Development should conform to the existing character and development pattern of the surrounding area. The proposed use of a gas station and convenience store is consistent with the surrounding development pattern.

17.380.050. - Submission requirements

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
 1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **Proposal does provide a narrative outlining amendment of conditions**

requested; however, the applicant has not prepared a response to each of the criteria listed in 17.380.060.C.

2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal does meet the requirement. The applicant has provided a site plan and included much of the necessary information to properly assess the development. However, information about adjacent parcels is limited.**

- C. For any application for a slow rate land treatment system (see chapter 17.20), the following additional requirements apply. **The proposed development intends to utilize public sewer and water; as such, this is not applicable. If public sewer is not available, the Environmental Health Department will require the development to meet all commercial septic system permitting requirements.**

- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **The proposed development does not contain any residential dwelling units, and as such is exempt from this requirement**

Development Support and Constraints

Hall County Environmental Health

In an email dated June 28, 2024, Emily McGahee stated “If public sewer not available, development must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Wastewater treatment and disposal may be required to be permitted through EPD. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan.”

Hall County Fire Marshal

In an email dated July 2, 2024, John Hornick, NPQ Fire Service Plans Examiner 1, stated the following: “The Hall County Fire Marshal’s Office has no comments as proposed.”

Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated July 05, 2024, Bill Nash, Director of Public Works, stated the following:

Engineering:

This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Traffic:

Driveway to be reviewed during plan review.

Utilities:

No Hall County sewer in area.

Georgia Department of Transportation

In an email dated July 03, 2024, Veronica Chavers, D1TO Civil Engineer 3, stated that GDOT coordination is not required.



PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902

CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)	Property Owner (Name & Mailing Address)
NABEEL GROUP OF COMPANIES, INC.	PHILLIP W WILLIAMS
_____	_____
_____	6054 LIGHTS FERRY ROAD
4850 Sugarloaf Pkwy 209-313 Lawrenceville, GA 30044	FLOWERY BRANCH 30542
Phone 770-855-5149	Phone 770-540-1379
Email Address NABEEL@NGC.US	Email Address _____
Proposed Use GASOLINE STATION AND CONVENIENCE STORE	

Contact Person (Name & Mailing Address)	Status of Applicant	Requested Action
SANIYA VIRANI	<input checked="" type="checkbox"/> Owner	Permissive Use:
_____	<input type="checkbox"/> Option to Purchase	<input type="checkbox"/> HCPC <input type="checkbox"/> HCC
4850 SUGARLOAF PARKWAY SUITE 209-313	<input type="checkbox"/> Area Resident	Fee:\$ _____
LAWRENCEVILLE GA 30044	<input type="checkbox"/> Other	Receipt #: _____
Phone 770-855-6356	Zoning: _____	Check #: _____
Email Address SANIYA@NGC.US	Acreage ~3.63 acres	
Tax Parcel Number [REDACTED] 08119 000003	Location Address [REDACTED] 5820 MCEVER ROAD FLOWERY BRANCH, GA 30542	

I hereby certify that the above information and all attached information are true and correct.

Sign _____ Date: 05/24/2024

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: _____	

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) PHILLIP W WILLIAMS *P W W*

Address 6054 LIGHTS FERRY ROAD *Flowery Branch,* ~~MARIETTA~~ GA 30542

Phone Number 770-540-1379

Name of applicant(s) NABEEL GROUP OF COMPANIES, INC

Address 4850 SUGARLOAF PARKWAY SUITE 209-313
LAWRENCEVILLE, GA 30044

Phone Number 770-855-6356

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) *Phillip W Williams*

Personally appeared before me

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Rhonda Mae Knowles
Notary Public

05/24/2024
Date



PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA. 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30502
t 770-531-6809 | f 770-531-3902



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ Date: 06/07/2024

Applicant's/Owner's Name (Printed): NABEEL MEMON

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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- (3) The name and official position of the local government official to whom the campaign contribution was made; and
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I hereby certify that I have read the above and that:

I have** _____ I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Phillip Williams Date: Jan 24 2024

Applicant's/Owner's Name (Printed): Phillip Williams For Estate of Eleanor Williams



Friday, June 14, 2024

To Hall County Planning and Development:

Re: Narrative for Parcel 08119000003

Dear Sir/Madam:

This letter serves as a written report describing the existing and proposed use of the property. We, Nabeel Group of Companies, INC., are applying for a Change in Condition/Conditional Use for the proposed site located at **5820 McEver Road Flowery Branch GA 30542, Hall County.**

The proposal presents a comprehensive site plan for the establishment of a 4500 square foot convenience store and a gasoline station, within the Hall County limits. **This property is zoned H-B (Highway Business)** and within the Gateway Corridor overlay district. Notably, the plan advocates for the implementation of one full access drive with deceleration lane and left turn lane off McEver Road and one full access drive with NO deceleration and left turn lane off Lights Ferry Road to optimize traffic flow and enhance accessibility.

Key Components:

1. Convenience Store Layout: The 4500 square foot convenience store and tenant spaces are meticulously designed to provide ample retail space for merchandise display, cashier stations, restroom facilities, and storage areas. Emphasis is placed on customer convenience and efficient circulation within the stores. Site will contain under the canopy lighting as well as wall pack lighting on the building and parking lot lighting poles, all designed in accordance with the Hall County Planning and Development.

2. Gasoline Station: Integrated into the site plan is a gasoline station equipped with multiple fuel dispensers, compliant with safety regulations, and featuring designated areas for fueling, parking, and maneuvering. Environmental safeguards, such as spill containment measures, are incorporated to mitigate potential risks.

3. Access: A central feature of this proposal is the inclusion of one full access drive with deceleration lane and left turn lane off McEver Road and one full access drive with NO deceleration and left turn lane off Lights Ferry Road to optimize traffic flow and enhance accessibility.



Friday, June 14, 2024

4. Parking and Circulation: The site plan includes a designated parking area with adequate spaces for customers and staff, facilitating seamless vehicular circulation within the premises. Barrier-free access and designated parking spaces for individuals with disabilities are integrated to ensure inclusivity and compliance with accessibility standards.

5. Landscaping and Aesthetics: A landscape design is incorporated to enhance the visual appeal of the site and mitigate environmental impacts. Green spaces, trees, and shrubbery are strategically positioned to provide shade, improve air quality, and create a welcoming atmosphere for customers. Adjacent Silverton Subdivision properties will be protected by a minimum 8-foot-high fence constructed on a minimum 3-foot-high berm. A 50-foot buffer will exist between this proposed development and adjacent Silverton Subdivision properties. Landscape plantings will be minimum 8 feet tall evergreens staggered in two rows on 4-foot centers. The remaining adjacent properties will contain a 30-foot undisturbed buffer.

6. Operating Hours: The operational hours for the Gasoline Station will be from 6 AM to 10 PM adhering to regulations stated in clause 8.

7. Water: Water will be provided by the City of Gainesville and Sewer provided by City of Flowery Branch.

8. Compliance and Regulation:

The proposed site plan adheres to all relevant zoning ordinances, building codes, and regulatory requirements stipulated by the Hall County development department. Environmental impact assessments, traffic studies, and safety analyses have been conducted to ensure full compliance and mitigate potential concerns.

Thank you,

Sincerely,

Nabeel Memon
Chief Executive Officer
NGC Holdings, LLC



Narrative

RE: Parcel 08119000003

To Hall County Planning and Development:

This letter serves as a written report describing the existing and proposed use of the property. We, Nabeel Group of Companies, INC., are applying for a Change in Condition/Conditional Use for the proposed site located at **5820 McEver Road Flowery Branch GA 30542, Hall County.**

The proposal presents a comprehensive site plan for the establishment of a 4500 square foot convenience store and two 1500 square tenant spaces, incorporating a gasoline station, within the Hall County limits. **This property is zoned H-B (Highway Business)** and within the Gateway Corridor overlay district. Notably, the plan advocates for the implementation of dual right-in/right-out access points to optimize traffic flow and enhance accessibility.

Key Components:

1. Convenience Store Layout: The 4500 square foot convenience store and tenant spaces are meticulously designed to provide ample retail space for merchandise display, cashier stations, restroom facilities, and storage areas. Emphasis is placed on customer convenience and efficient circulation within the stores. Site will contain under the canopy lighting as well as wall pack lighting on the building and parking lot lighting poles, all designed in accordance with the Hall County Planning and Development.

2. Gasoline Station: Integrated into the site plan is a gasoline station equipped with multiple fuel dispensers, compliant with safety regulations, and featuring designated areas for fueling, parking, and maneuvering. Environmental safeguards, such as spill containment measures, are incorporated to mitigate potential risks.

3. Dual Right-In/Right-Out Access: A central feature of this proposal is the inclusion of two dedicated right-in/right-out access points, strategically positioned to optimize traffic flow and minimize congestion. The 2 right in right outs would mark a change in clause 5 stating, "McEver Road shall be a right turn exit only with the location determined by Hall County Traffic



Engineering. The entrance shall be placed in a location that will allow Ms. Cash to access her own driveway.” The new access points proposed will allow for easy traffic flow and access to the said C-Store.

4. Parking and Circulation: The site plan includes a designated parking area with adequate spaces for customers and staff, facilitating seamless vehicular circulation within the premises. Barrier-free access and designated parking spaces for individuals with disabilities are integrated to ensure inclusivity and compliance with accessibility standards.

5. Landscaping and Aesthetics: A landscape design is incorporated to enhance the visual appeal of the site and mitigate environmental impacts. Green spaces, trees, and shrubbery are strategically positioned to provide shade, improve air quality, and create a welcoming atmosphere for customers. Adjacent Siverton Subdivision properties will be protected by a minimum 8-foot-high fence constructed on a minimum 3-foot-high berm. A 50-foot buffer will exist between this proposed development and adjacent Silvertown Subdivision properties. Landscape plantings will be minimum 8 feet tall evergreens staggered in two rows on 4-foot centers. The remaining adjacent properties will contain a 30-foot undisturbed buffer.

6. Operating Hours: The operational hours for the Gasoline Station will be from 6 AM to 10 PM adhering to regulations stated in clause 8.

7. Water: Water will be provided by the City of Gainesville and Sewer provided by City of Flowery Branch. Site Plan Proposal for a 4500 Square Foot Convenience Store (Gasoline Station) with Dual Right-In/Right-Out Access

Compliance and Regulation:

The proposed site plan adheres to all relevant zoning ordinances, building codes, and regulatory requirements stipulated by the Hall County development department. Environmental impact assessments, traffic studies, and safety analyses have been conducted to ensure full compliance and mitigate potential concerns.

Conclusion:

In summary, this site plan proposal outlines a comprehensive framework for the establishment of a 4500 square foot convenience store with a gasoline station and two 1500 square foot tenant spaces in Hall County. We respectfully submit this proposal for your review and consideration, with the hope of obtaining approval from the Hall County development department for our Change in Condition/Conditional Use request.

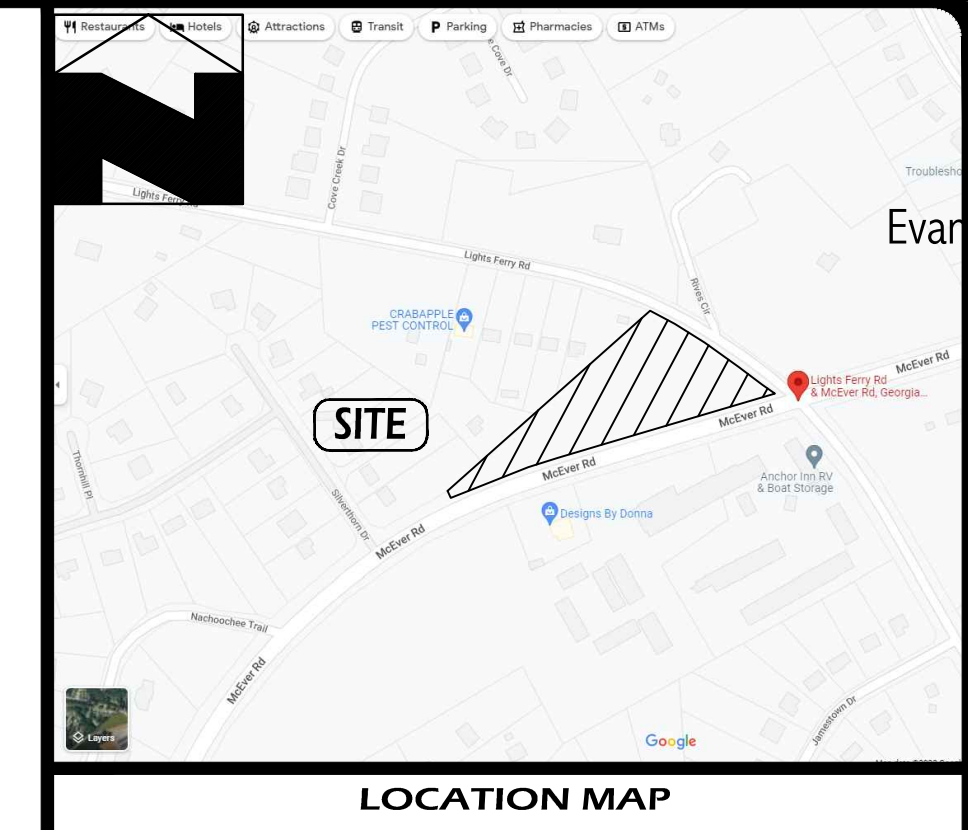
June 5, 2024



Thank you,

Nabeel Memon

Nabeel Group of Companies, INC.



Evans Design Group, Inc.
 Civil Engineering /
 Site Planning /
 Land Development Services
 4755 Summer Song Court
 Buford, GA 30519
 (PH) 678.207.6830
 jevans@evansdg.com



GSWCC LEVEL II CERT. # 10877

PROJECT NAME
McEVER C-STORE

5820 McEVER RD.
L.I. 119, 8th DIST.
HALL COUNTY GA

DATE:
6/24/22

DESIGN BY JME
DRAWN BY JME
CHECKED BY JME

Not Released For Construction
 Released For Construction

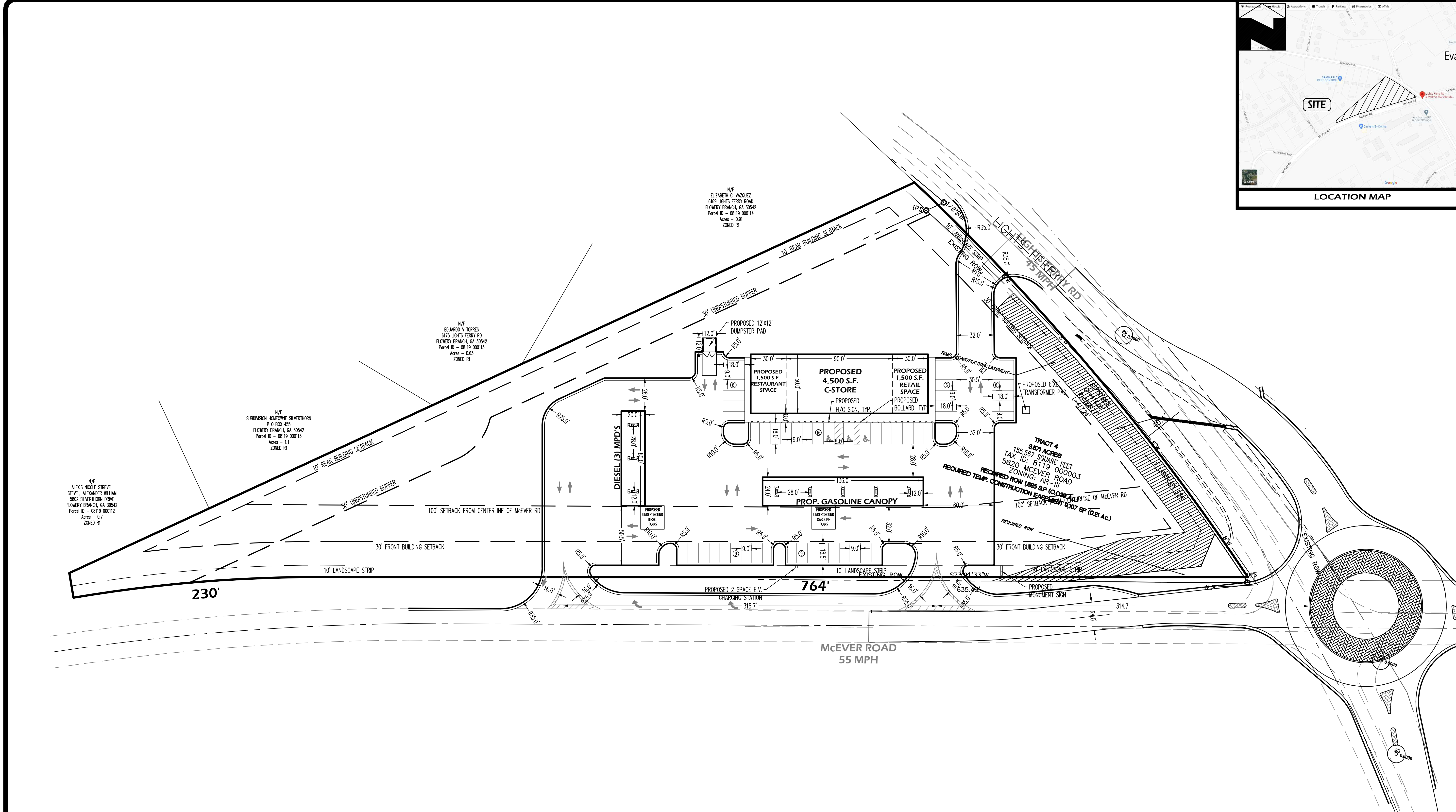


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REVISIONS

JOB NUMBER:
22-031

SHEET TITLE
SITE PLAN
C-4



GEORGIA811
 Utilities Protection Center, Inc.

Know what's below.
 Call before you dig.

UTILITY DISCLAIMER:
 IN ADDITION TO SHOWING THE STRUCTURES TO BE BUILT UNDER THIS CONTRACT, THE DRAWINGS SHOW CERTAIN INFORMATION OBTAINED BY THE ENGINEER REGARDING THE PIPES, POLE LINES, CONDUITS, AND OTHER STRUCTURES WHICH EXIST ALONG THE LINE OF THE WORK, BOTH AT AND BELOW THE SURFACE OF THE GROUND. THE ENGINEER AND THE OWNER EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION GIVEN ON THE DRAWINGS WITH REGARD TO EXISTING STRUCTURES, AND THE CONTRACTOR WILL NOT BE ENTITLED TO ANY EXTRA COMPENSATION ON ACCOUNT OF ANY INACCURACY OR INCOMPLETENESS OF SUCH INFORMATION, SAID STRUCTURES BEING INDICATED ONLY FOR THE CONVENIENCE OF THE CONTRACTOR, WHO MUST VERIFY THE INFORMATION TO HIS OWN SATISFACTION. THE GIVING OF THIS INFORMATION UPON THE CONTRACT DRAWINGS WILL NOT RELIEVE THE CONTRACTOR OF HIS OBLIGATION TO SUPPORT AND PROTECT ALL PIPES, CONDUITS, AND OTHER STRUCTURES. THE CONTRACTOR SHALL LOCATE ALL UNDERGROUND OBSTRUCTIONS PRIOR TO EXCAVATION SO AS TO PREVENT ANY DAMAGE TO THOSE SERVICES OR OTHER UTILITIES. ANY SUCH DAMAGES MUST BE REPAIRED WITHOUT DELAY AND THE COST OF SUCH REPAIRS MUST BE BORNE BY THE CONTRACTOR.

ZONING DATA TABLE:

CURRENT ZONING:	H-B
PROPOSED ZONING:	N/A
OVERLAY DISTRICT:	GATEWAY CORRIDOR OVERLY DIST.
PROPOSED USE ALLOWED IN ZONING:	YES
MINIMUM LOT AREA:	15,000
MINIMUM LOT WIDTH:	100'
MINIMUM ROAD FRONTAGE:	
MAXIMUM BUILDING HEIGHT:	3 STORES
MAXIMUM COVER:	?
BUILDING SETBACKS:	
FRONT:	30'
SIDE:	30' ON CORNER LOT
REAR:	10'
LANDSCAPE STRIPS:	
ALONG ROW:	10'
OTHER:	N/A
BUFFERS:	
ZONING BUFFER:	30' ABUTTING RESIDENTIAL ZONING, 50' ADJACENT TO SILVERTHORN SUBDIVISION. SEE REZONING CASE LETTER FOR DETAILS.
OTHER:	
THIS PROPERTY DOES NOT LIE IN A 100-YR FLOOD ZONE AS SHOWN ON FIRM COMMUNITY PANEL NO. 13139C02806/13139C02836. DATED APRIL 4, 2018.	

PARKING REQUIREMENTS:

COUNTY REQUIREMENT:	REQUIRED MAXIMUM	REQUIRED MINIMUM	TOTAL PARKING
CONVENIENCE STORE & RETAIL SPACE			
C-STORE 1 SPACE PER 200 SF. (MIN) (4,500 S.F.)		23	24*
RETAIL 1 SPACE PER 200 SF. (MIN) (1,500 S.F.)		8	8
RESTAURANT 1 SPACE PER 75 SF. (MIN) (1,500 S.F.)		20	20
TOTAL		51	52*

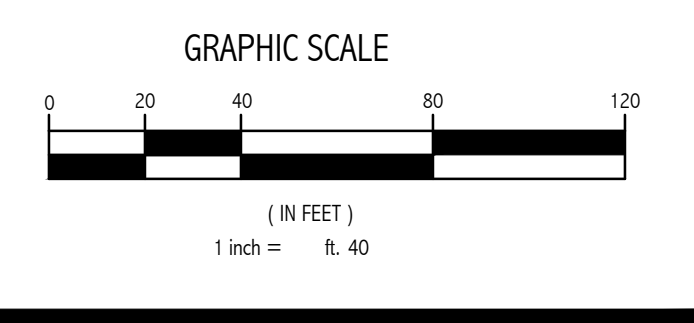
* INCLUDES 3 A.D.A. SPACES (3 REQUIRED)

OWNER/DEVELOPER:
 NAME
 ADDRESS

PHONE
 EMAIL

24-HR CONTACT:
 NAME
 PHONE
 EMAIL

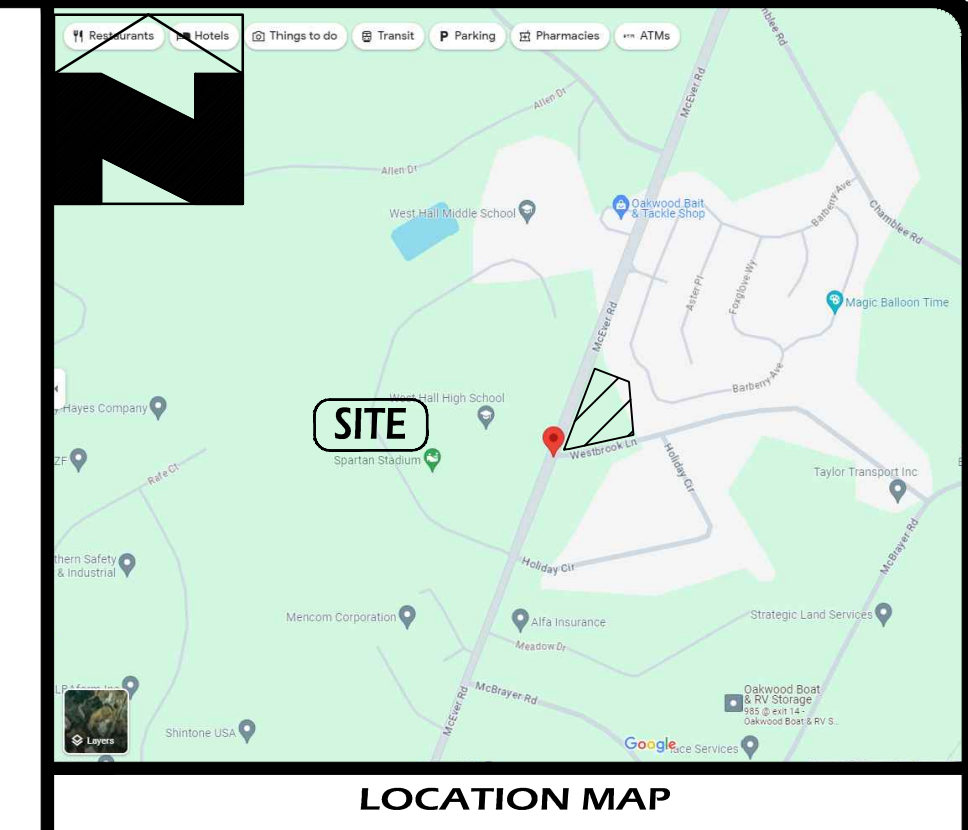
ENGINEER:
 EVANS DESIGN GROUP, INC
 4755 SUMMER SONG COURT
 BUFORD, GA 30519
 678.207.6830 (Ph)
 CONTACT: JON M. EVANS, P.E.



PARKING REQUIREMENTS:

CITY REQUIREMENT:	MINIMUM PARKING	PROVIDED PARKING
C-STORE @ 4,500 S.F.		
1 SPACES PER 200 SF.	23	27
RETAIL @ 3,750 S.F.		
1 SPACES PER 200 SF.	19	20
RESTAURANT @ 1,250 S.F.		
1 SPACES PER 100 SF.	13	14
TOTAL	55	61*

* INCLUDES 3 A.D.A. SPACES (3 REQUIRED)



ZONING DATA TABLE:

CURRENT ZONING:	C-2
PROPOSED ZONING:	OAKWOOD CORRIDOR OVERLAY
OVERLAY DISTRICT:	OAKWOOD CORRIDOR OVERLAY
PROPOSED USE ALLOWED IN ZONING:	YES
MINIMUM LOT AREA:	40,000 S.F.
MINIMUM LOT WIDTH:	50'
MINIMUM ROAD FRONTAGE:	N/A
MAXIMUM BUILDING HEIGHT:	80'
MAXIMUM COVER:	60%
BUILDING SETBACKS:	
FRONT:	60' ARTERIAL/COLLECTOR (40' ALL OTHER)
SIDE:	5'
REAR:	10'
LANDSCAPE STRIPS:	
ALONG ROW:	
OTHER:	
BUFFERS:	75' ABUTTING RESIDENTIAL
ZONING BUFFER:	
OTHER:	

THIS PROPERTY DOES NOT LIE IN A 100-YR FLOOD ZONE AS SHOWN ON FIRM COMMUNITY PANEL NO. 13139C0283G DATED APRIL 04, 2018.

Evans Design Group, Inc.
Civil Engineering /
Site Planning /
Land Development Services
4755 Summer Song Court
Buford, GA 30519
(Ph) 678.207.6830
jevans@evansdg.com

REGISTERED PROFESSIONAL ENGINEER
JON M. EVANS
GSWCC LEVEL II CERT. # 10877

PROJECT NAME
MCEVER RD C-STORE & RETAIL

MCEVER RD
L.I. 075, 8th DIST.
HALL COUNTY
GEORGIA

DATE:
01-16-24

DESIGN BY: **JME** DRAWN BY: **JME** CHECKED BY: **JME**

Not Released For Construction
 Released For Construction

OWNER/DEVELOPER

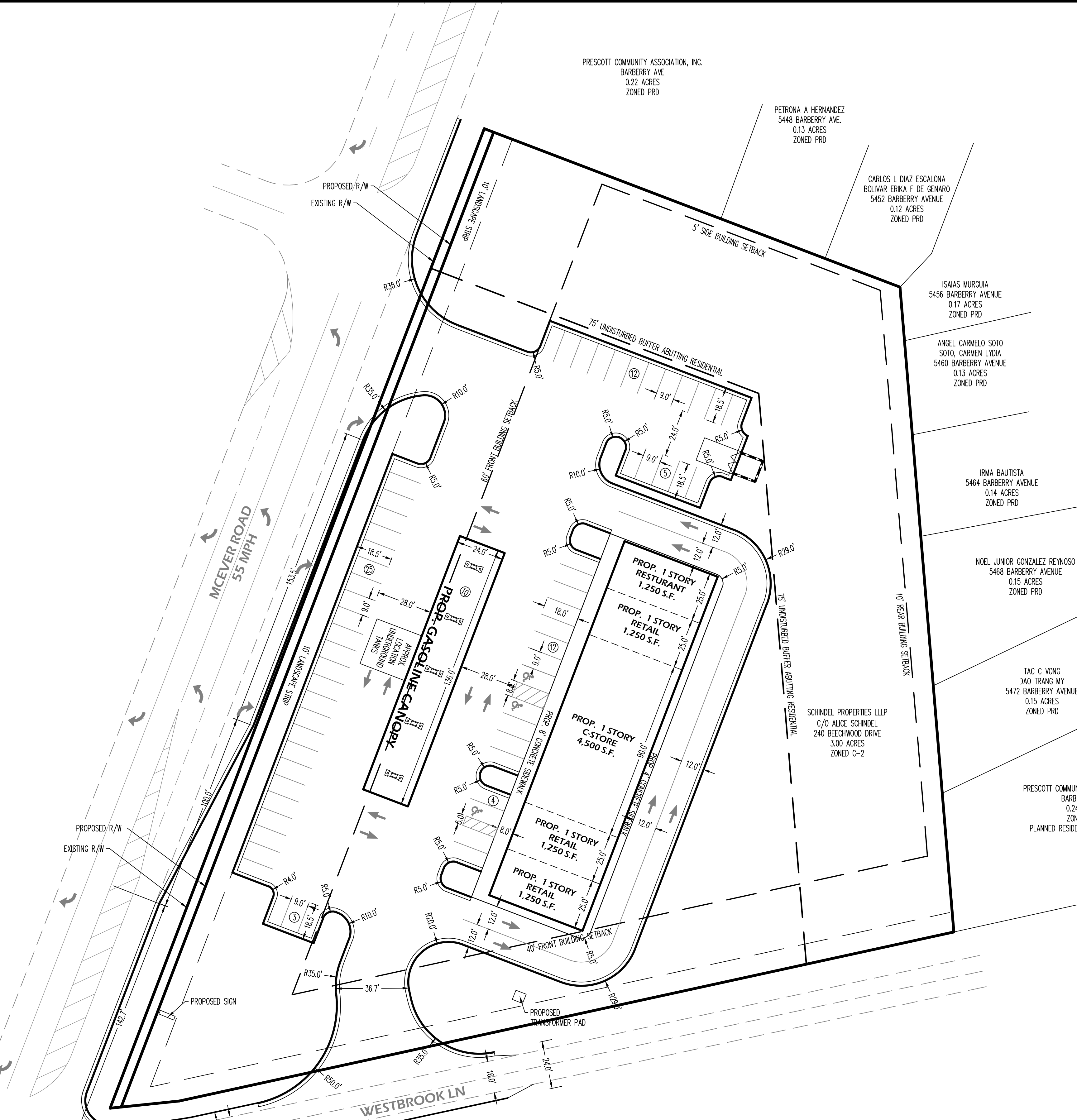
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REVISIONS

NO.	DESCRIPTION

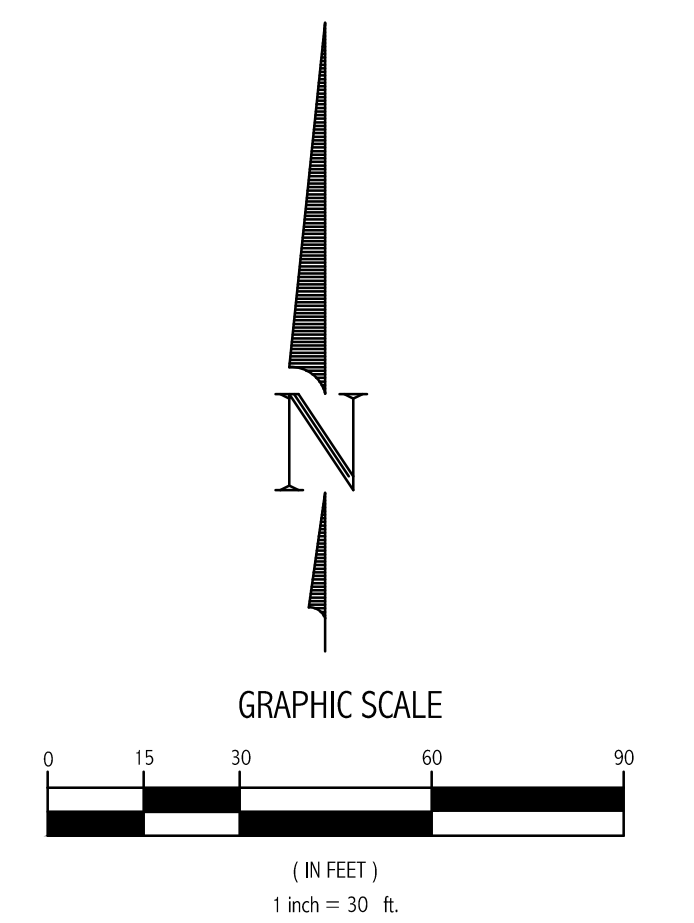
JOB NUMBER:
24-004

SHEET TITLE
SITE PLAN
C-4



OWNER/DEVELOPER:
NAME
ADDRESS

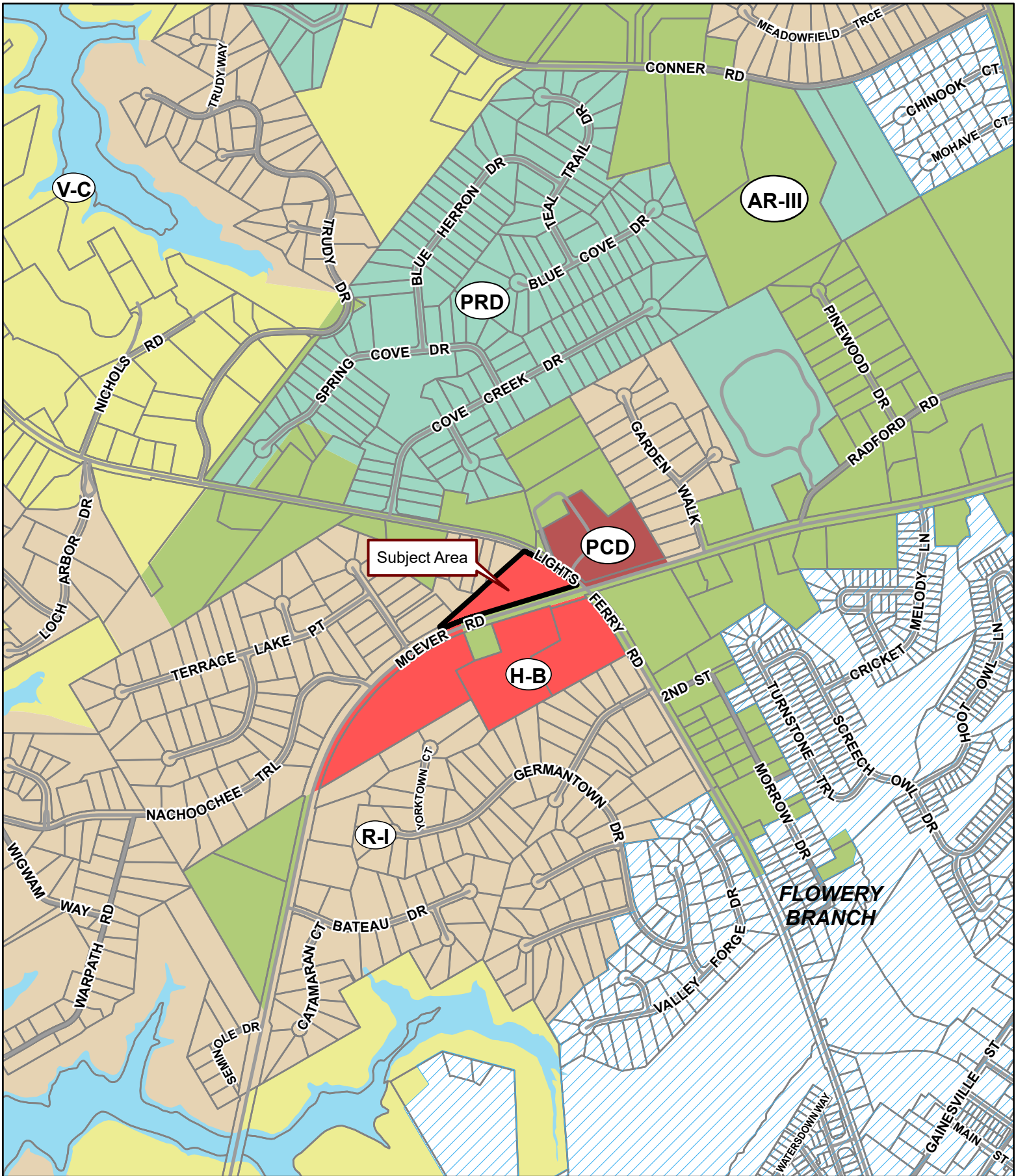
PHONE
EMAIL
24-HR CONTACT:
NAME
PHONE
EMAIL
ENGINEER:
EVANS DESIGN GROUP, INC
4755 SUMMER SONG COURT
BUFORD, GA 30519
678.207.6830 (Ph)
CONTACT: JON M. EVANS, P.E.



NOTE:
THIS CONCEPTUAL PLAN HAS BEEN PREPARED WITHOUT THE BENEFIT OF A SURVEY. THIS CONCEPTUAL PLAN IS NOT AN EXACT DEPICTION OF FINAL FEATURES AND QUANTITIES. LOCATE ALL UNDERGROUND OBSTRUCTIONS PRIOR TO EXCAVATION SO AS TO PREVENT ANY DAMAGE TO THOSE SERVICES OR OTHER UTILITIES. ANY SUCH DAMAGES MUST BE REPAIRED WITHOUT DELAY AND THE COST OF SUCH REPAIRS MUST BE BORNE BY THE CONTRACTOR.

GEORGIA811
Utilities Protection Center, Inc.
Know what's below.
Call before you dig.

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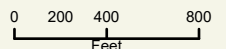
Applicant: NABEEL GROUP OF COMPANIES, INC.

Tax Parcel #: 08119 000003

Location: 5820 MCEVER ROAD, FLOWERY BRANCH, GA 30542

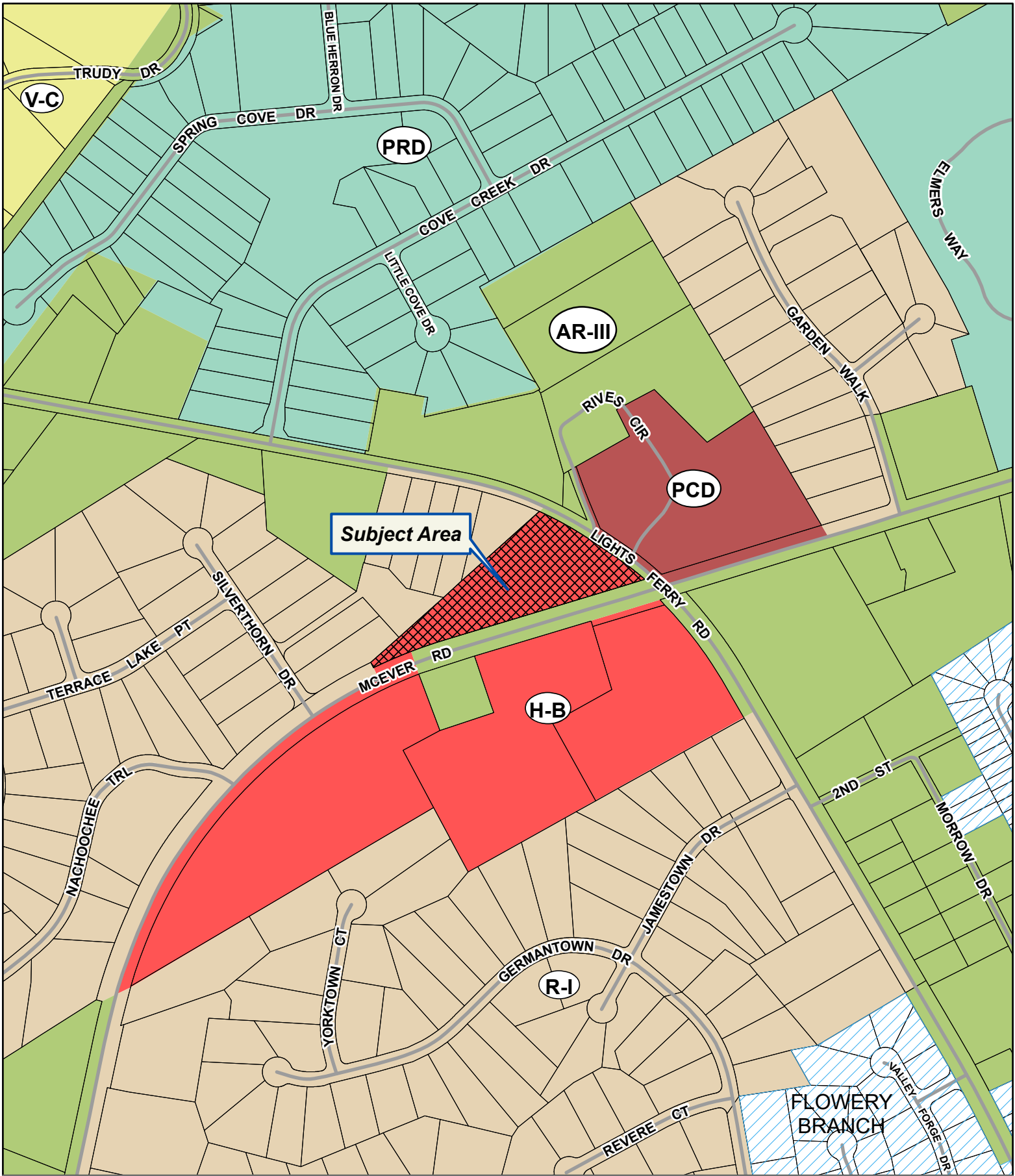
Commission District 2

PC Mtg. Date: 08/05/2024



- Zoning Boundary
- ▭ City Limits
- ▭ Subject Area
- ▭ Structure





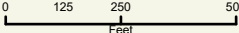
Applicant: NABEEL GROUP OF COMPANIES, INC.

Tax Parcel #: 08119 000003

Location: 5820 MCEVER ROAD, FLOWERY BRANCH, GA 30542

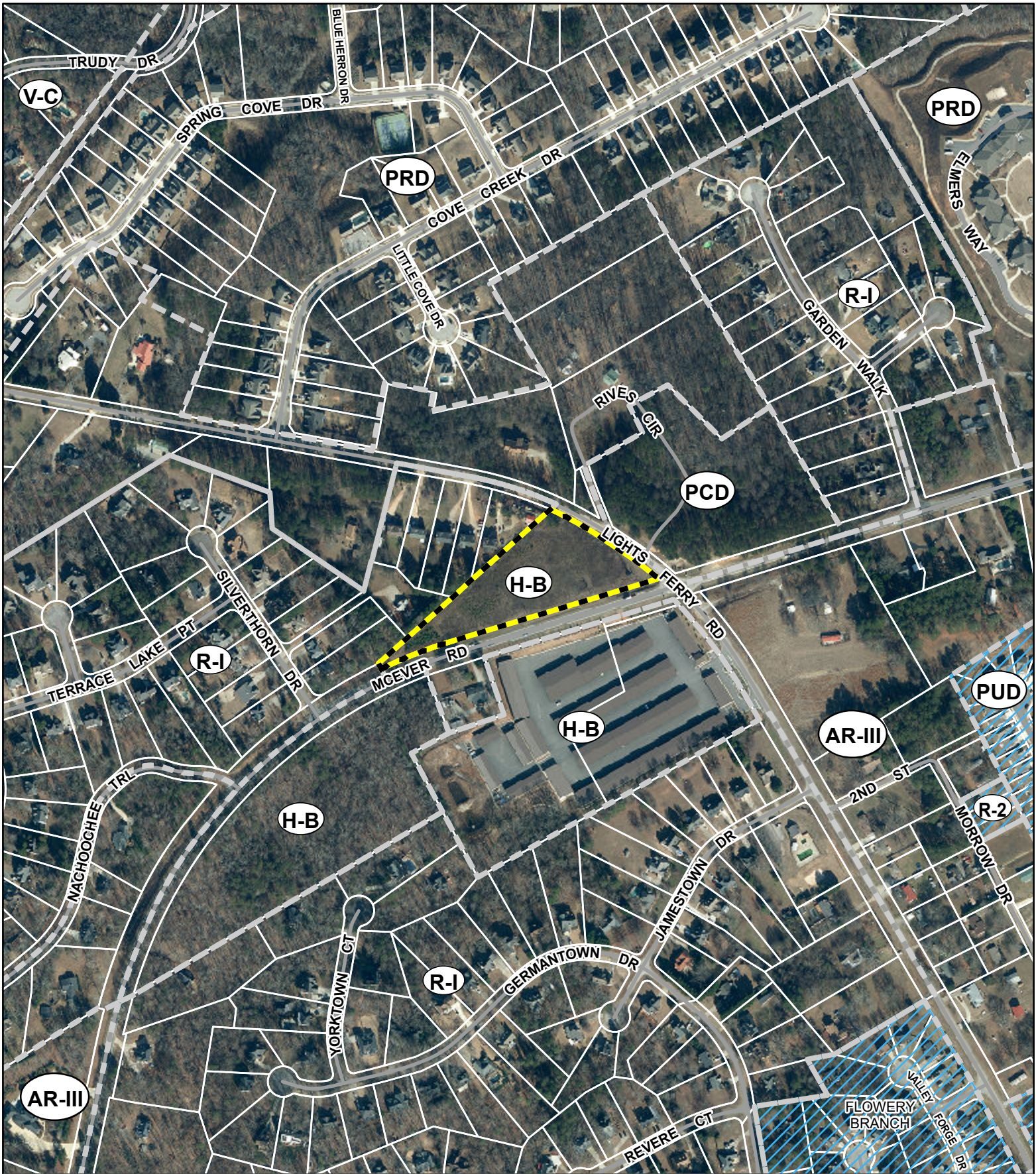
Commission District 2

PC Mtg. Date: 08/05/2024



- Zoning Boundary
- ▭ City Limits
- ▨ Subject Area
- ▭ Structure





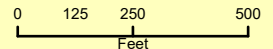
Applicant: NABEEL GROUP OF COMPANIES, INC.




Tax Parcel #: 08119 000003

Location: 5820 MCEVER ROAD, FLOWERY BRANCH, GA 30542

Commission District 2

PC Mtg. Date: 08/05/2024



-  Zoning Boundary
-  City Limits
-  Subject Area



Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Friday, June 28, 2024 10:26 AM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 8.5.24

Please find Environmental Health comments below:

Item 1, 0/3454 Gillsville Hwy, Chowdhury: 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.

Item 2A,B,C, 1954 Mountain View Road, Matheny: Must meet all residential permitting requirements.

Item 3A,B, 3193 Wallace Road, Del Toro: Must meet all residential permitting requirements.

Item 4A,B,C, 5248 Byers Road, Villeda: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 5, 3117 Athens Hwy, Agile Cold Storage: No comment.

Item 6, 5820 McEver Road, Nabeel: If public sewer not available, development must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Wastewater treatment and disposal may be required to be permitted through EPD. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan.

Item 7, 2052 Spring Road, Ruelas: No comment. Public sewer.

Item 8A,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.

Item 9, 4518/4520 Cagle Road, Rochester: If public sewer not available, development must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review.

Item 10, 5991 Swansey Road, Abernathy: No comment. Public sewer

Emily McGahee
Hall County Environmental Health
Hall County Government Center

2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Wednesday, July 3, 2024 1:56 PM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Planning Agenda for August 5, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See responses in red, below.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, June 27, 2024 10:48 AM
Subject: Tentative Planning Agenda for August 5, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning –

Here is the Tentative Agenda and Maps for the **Monday, August 5, 2024** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday, July 5th**. Email comments to Beth (bgarmon@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – July 15, 2024

OLD BUSINESS

1. [0 & 3454 Gillsville Highway | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 30.78± acre tract located on the south side of Gillsville Highway \(GA-323\), approximately 370 feet from its intersection with East Hall Road | Zoned AR-IV; Tax Parcels 15016 000158A & 000028C | Proposed Use: 20-lot residential subdivision | ** Commission District 3 | Sabina Chowdhury, applicant](#) Access on SR 323 will require GDOT coordination.

NEW BUSINESS

2. [\(A\) 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 Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#) No GDOT coordination required

- (B) 1954 Mountain View Road | Variance | 17.240.010.** to reduce the front yard setback along Mountain View Road | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | **Proposed Use: Single-family residence** | * Commission District 4 | **Randy L. Matheny, applicant** **No GDOT coordination required**
- (C) 1954 Mountain View Road | Variance | 17.240.010.** to reduce the rear yard setback | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | **Proposed Use: Single-family residence** | * Commission District 4 | **Randy L. Matheny, applicant** **No GDOT coordination required**
3. **(A) 3193 Wallace Road | Variance | 17.240.010.** to reduce the front yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | **Proposed Use: Single-family residence** | * Commission District 3 | **Julia Del Toro, applicant**
- (B) 3193 Wallace Road | Variance | 17.240.010.** to reduce the rear yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | **Proposed Use: Single-family residence** | * Commission District 3 | **Julia Del Toro, applicant** **No GDOT coordination required**
4. **(A) 5248 Byers Road | Variance | 17.240.010.** to reduce the right side yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Detached garage** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
- (B) 5248 Byers Road | Variance | 17.240.010.** to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Detached garage** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
- (C) 5248 Byers Road | Variance | 17.240.010.** to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Single-family residence** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
5. **3117 Athens Highway | Variance | 17.420.060.** to allow for additional wall signs | on a 34.52± acre tract located on the north side of Athens Highway (GA-129) at its intersection with Roy Parks Road | Zoned I-I (GCOD); Tax Parcel 15024 000036 | **Purpose: Wall sign** | * Commission District 3 | **Agile Cold Storage c/o John Blan, applicant** **No GDOT coordination required**
6. **5820 McEver Road | Amend Conditions of Zoning** | on a 3.57± acre tract located on the west side of McEver Road at its intersection with Lights Ferry Road | Zoned H-B, Tax Parcel 08119 000003 | **Proposed Use: Gas station and convenience store** | ** Commission District 2 | **Nabeel Group of Companies, Inc, applicant** **No GDOT coordination required**
7. **2052 Spring Road | Reestablishment of a Nonconforming Use** | on a 0.19± acre tract located on the north side of Spring Road, approximately 237 feet from its intersection with Skelton Road | Zoned H-B, Tax Parcel 00122 002010 | **Proposed Use: Single-family residence** | ** Commission District 4 | **Ashley Xitlaly Ruelas, applicant** **No GDOT coordination required**
8. **(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 side 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**
- (B) 5181 Dudley Hill Road | Use Subject to County Commission Approval** | 17.70.040 for a subdivision | on a 47.61± acre tract located on the west side 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**
- (C) 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 side 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**

9. [\(A\) 4518 & 4520 Cagle Road | Rezone | from Agricultural Residential III \(AR-III\) to Light Industrial \(I-I\) & Gateway Corridors Overlay District \(GCOD\) | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Permitted uses in light industrial zoning district | ** Commission District 3 | Rochester|DCCM, applicant](#) Access on SR 365 will require GDOT coordination.
10. [\(B\) 4518 & 4520 Cagle Road | Use Subject to County Commission | 17.420.050 for outdoor storage within GCOD | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Outdoor storage | ** Commission District 3 | Rochester|DCCM, applicant](#) Access on SR 365 will require GDOT coordination.

[5991 Swansey Road | Amend Conditions of Zoning | on a 38.45 ± acre tract located on the south side of Swansey Road approximately 476 feet from its intersection with Circle Four Ranch | Zoned PRD, Tax Parcel 15048 000034 | Proposed Use: 100-lot subdivision | ** Commission District 1 | Abernathy Engineering Group, applicant](#) No GDOT coordination required

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, September 12, 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, September 12, 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: July 5, 2024

t: 770.531.6800 | f: 770.531.3945

Subject: August 5, 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 August 5, 2024 meeting. Upon review, we provide the following comments.

OLD BUSINESS

1. [0 & 3454 Gillsville Highway | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 30.78± acre tract located on the south side of Gillsville Highway \(GA-323\), approximately 370 feet from its intersection with East Hall Road | Zoned AR-IV; Tax Parcels 15016 000158A & 000028C | Proposed Use: 20-lot residential subdivision | ** Commission District 3 | Sabina Chowdhury, applicant](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.
 - b. **Traffic:** GA DOT driveway permit required
 - c. **Utilities:** NO sanitary sewer in area.

NEW BUSINESS

2. [\(A\) 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 Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#)
[\(B\) 1954 Mountain View Road | Variance | 17.240.010. to reduce the front yard setback along Mountain View Road | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#)
[\(C\) 1954 Mountain View Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | 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.
3. [\(A\) 3193 Wallace Road | Variance | 17.240.010. to reduce the front yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | Proposed Use: Single-family residence | * Commission District 3 | Julia Del Toro, applicant](#)
[\(B\) 3193 Wallace Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | Proposed Use: Single-family residence | * Commission District 3 | Julia Del Toro, applicant](#)
- a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.
4. [\(A\) 5248 Byers Road | Variance | 17.240.010. to reduce the right side yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | Proposed Use: Detached garage | * Commission District 2 | Hector J & Teresa Villeda, applicant](#)
[\(B\) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | Proposed Use: Detached garage | * Commission District 2 | Hector J & Teresa Villeda, applicant](#)
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- a. **Engineering:** Drainage easement may be changed, but must enter and exit in the place as the final plat PB:40 PG:242.
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.
5. [3117 Athens Highway | Variance | 17.420.060. to allow for additional wall signs | on a 34.52± acre tract located on the north side of Athens Highway \(GA-129\) at its intersection with Roy Parks Road | Zoned I-I \(GCOD\); Tax Parcel 15024 000036 | Purpose: Wall sign | * Commission District 3 | Agile Cold Storage c/o John Blan, applicant](#)
- a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.

6. [5820 McEver Road | Amend Conditions of Zoning | on a 3.57± acre tract located on the west side of McEver Road at its intersection with Lights Ferry Road | Zoned H-B, Tax Parcel 08119 000003 | Proposed Use: Gas station and convenience store | ** Commission District 2 | Nabeel Group of Companies, 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.
 - b. **Traffic:** Driveway to be reviewed during plan review
 - c. **Utilities:** No Hall County sewer in area.

7. [2052 Spring Road | Reestablishment of a Nonconforming Use | on a 0.19± acre tract located on the north side of Spring Road, approximately 237 feet from its intersection with Skelton Road | Zoned H-B, Tax Parcel 00122 002010 | Proposed Use: Single-family residence | ** Commission District 4 | Ashley Xitlaly Ruelas, applicant](#)
 - a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.

8. [\(A\) 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 side 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:** Show stream buffer and impervious setback from wooded vegetation not centerline of stream.
As this subdivision is greater than 6 lots on an existing road a stormwater management report prepared by a professional engineer will be required. Show FEMA and Hall County studied Flood plains that are present on site.
 - b. **Traffic:** Provide sight distance for each drive
Common access drive will need to meet County standards and go through the development review process.
 - c. **Utilities:** No comment.

9. [\(A\) 4518 & 4520 Cagle Road | Rezone | from Agricultural Residential III \(AR-III\) to Light Industrial \(I-I\) & Gateway Corridors Overlay District \(GCOD\) | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Permitted uses in light industrial zoning district | ** Commission District 3 | Rochester|DCCM, applicant](#)
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- a. **Engineering:** Show stream buffer and impervious setback from wretched vegetation not centerline of stream
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
- b. **Traffic:** GA DOT permit required
- c. **Utilities:** Sanitary sewer on SR 365

10. [5991 Swansey Road | Amend Conditions of Zoning | on a 38.45 ± acre tract located on the south side of Swansey Road approximately 476 feet from its intersection with Circle Four Ranch | Zoned PRD, Tax Parcel 15048 000034 | Proposed Use: 100-lot subdivision | ** Commission District 1 | Abernathy Engineering Group, applicant](#)

- a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
Show stream buffer and impervious setback from wretched vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.
- b. **Traffic:** Needs to be reviewed by legal
- c. **Utilities:** No comment.

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Tuesday, July 2, 2024 4:13 PM
To: Anael Dominguez (CDI: Planning)
Cc: Beth Garmon (CDI: Planning)
Subject: Fire Comment

Monday, August 5, 2024 Hall County Planning Commission Meeting.

1. [5820 McEver Road | Amend Conditions of Zoning | on a 3.57± acre tract located on the west side of McEver Road at its intersection with Lights Ferry Road | Zoned H-B, Tax Parcel 08119 000003 | Proposed Use: Gas station and convenience store | ** Commission District 2 | Nabeel Group of Companies, Inc, applicant](#)

The Hall County Fire Marshal's Office has no comments as proposed.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org



Print

Board of Commissioners Work Session Comments - August 5, 2024 - Submission #99137

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 8, 2024 Work Session of the Hall County Board of Commissioners.

First Name*

Last Name*

Address1*

Address2

City*

State*

Zip*

Your Comments*

Dear Members of the Planning Commission,

I am writing to express my strong opposition to the proposed amendment to the zoning conditions for 5820 McEver Road, allowing the construction of a gas station and convenience store by the Nabeel Group of Companies Inc. As homeowners in the adjacent Silverthorn subdivision, we have several concerns based on local county and state zoning and environmental ordinances, which I believe support the rejection of this proposal.

Firstly, the proposed left turn in (middle lane) going northeast poses a significant traffic hazard. According to local traffic regulations, any development must not compromise the safety of existing road users. The curve on McEver Road, combined with the speed of traffic and the sun's position during winter, creates a dangerous situation for residents entering and exiting our neighborhood. This change is in direct conflict with the Hall County Zoning Ordinance's emphasis on maintaining safe and efficient transportation systems (Hall County Zoning Ordinance, Article 10).

Furthermore, the proximity of the gas station to our neighborhood pool raises serious concerns about environmental pollution and safety. The Comprehensive Zoning Ordinance for Hall County mandates that commercial developments must not negatively impact adjacent residential areas. The potential for fuel spills, water runoff, and increased noise and air pollution from late-night fueling and garbage truck activities directly contravenes these regulations. This development would also pose a risk of unauthorized access to our pool property, leading to safety and security issues.

Additionally, the proposal does not sufficiently address the required buffering and landscaping between the commercial site and our residential area. According to the Hall County Environmental Ordinances, adequate fencing, tree planting, and landscaping are mandatory to minimize visual and noise impacts. The proposed site plan lacks these essential features, further exacerbating the potential negative impact on our community.

The diesel pumping station proposed to be located near our pool is particularly concerning. Diesel exhaust contains harmful pollutants that can severely affect air quality and public health. The Environmental Protection Agency (EPA) has guidelines that emphasize minimizing public exposure to diesel emissions, especially in residential areas. Allowing this diesel station would be a clear violation of these health guidelines and environmental standards.

Lastly, the proposed operating hours of the gas station will lead to increased noise and disturbances during late night and early morning hours, affecting the quality of life in our neighborhood. The Hall County Noise Ordinance sets strict limits on permissible noise levels, particularly during night-time hours. The expected increase in traffic and activity at the gas station would undoubtedly lead to frequent breaches of these noise limits.

In conclusion, the proposed gas station and convenience store at 5820 McEver Road present numerous risks and conflicts with existing zoning and environmental regulations. I urge the Planning Commission to consider these points carefully and reject the amendment to the zoning conditions. Protecting the safety, health, and quality of life for residents in our community should be the priority.

Thank you for your attention to this matter.

Sincerely,

Shawn & Tara Fields
6002 Terrace Lake Point
Flowery Branch, GA 30542
shawn_fields@bellsouth.net, tara_fields@bellsouth.net

404-578-7898, 404-271-5450

Please write your comments in the box above.

File Upload

No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

Shawn_fields@bellsouth.net

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

Print

Planning Commission Comments - Aug. 5, 2024 - Submission #99058

Date Submitted: 7/31/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Donna

Last Name*

Cash

Address1*

5837 Mcever Rd

Address2

City*

Flowery Branch

State*

GA

Zip*

30542-3102

Zoning Item for Comment*

5820 McEver Road | Amend Conditions of Zoning

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

I have concerns about the proposed gas station and convenience store at 5820 McEver Road at Lights Ferry Road. I own the property across McEver Road from the proposed gas station and convenience store.

Currently, it is difficult to turn out of my driveway directly due to the amount of traffic and motorists' high speeds. Adding a gas station and store will negatively affect this even more. If I am having trouble turning while there are two lanes of traffic, how will I turn out of the driveway? If you add another lane, it will be dangerous as I try to exit my driveway.

The infrastructure at the nearby traffic light at McEver and Lights Ferry is poor when turning left off of Lights Ferry in either direction due to the skew of the streets.

Lastly, I am concerned about my safety due to the crime problems at gas stations. My house is secluded and surrounded by a Boat and RV storage facility. While this facility is well built and maintained, my house is secluded, and no neighbors may see strangers approaching my property.

Please write your comments in the box above.

File Upload

IMG.jpeg

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

donna@designsbydonnaatlanta.com

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Print

Planning Commission Comments - Aug. 5, 2024 - Submission #99132

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Ron

Last Name*

Cholaj

Address1*

6040 Mill Rose Trace

Address2

City*

Flowery Branch

State*

Georgia

Zip*

30542

Zoning Item for Comment*

5820 McEver Road | Amend Conditions of Zoning

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

I'll try to keep this short as I'm sure you're getting a lot of comments. In a nutshell, I'm against any change in zoning for this property for the same reasons as before. The matter has already been settled previously. Residents of the area shouldn't have to keep filing objections.

If the site is built upon, then a single entrance on Lights Ferry is adequate for safety and other reasons. This arrangement works fine for the Anchor property across the road. If the owner doesn't like it, then he shouldn't have purchased the property. Also, he has the option to sell it based on the zoning restrictions.

Thank you in advance for looking after the best interests of the residents in the immediate area.

Best regards,

Ron Cholaj

Please write your comments in the box above.

Print

Planning Commission Comments - Aug. 5, 2024 - Submission #99133

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Alice

Last Name*

Cholaj

Address1*

6040 Mill Rose Trace

Address2

City*

Flowery Branch

State*

Georgia

Zip*

30542

Zoning Item for Comment*

5820 McEver Road | Amend Conditions of Zoning

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

Zoning for this location has already been debated and settled previously. The same reasons as before still apply. As a resident of this neighborhood, I should not have to keep repeating the same process because the conditions have not changed. If anything, the conditions have gotten worse. The speeds on McEver Road have gotten even faster, never mind how dangerous the curve already is. And that's not even taking into consideration the detrimental environmental effects having a gas station practically on residential property will entail. The owner of this property should have been well aware of the limitations of this lot, and therefore, was not forced to buy it. If he doesn't want to comply to what has already been settled, he is free to sell the property.

Please write your comments in the box above.

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: **NABEEL GROUP OF COMPANIES, INC**

REQUEST: **AMEND CONDITIONS OF ZONING FOR A GAS STATION AND CONVENIENCE STORE**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: **AUG 05, 2024**
Time: **5:15 PM**

&

COUNTY COMMISSION
Date: **SEPT 10 2024**
Time: **6:00 PM**

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Jul 12, 2024 11:34:26
6162 Lights Ferry Road
Flowery Branch
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: **NABEEL GROUP OF COMPANIES, INC**

REQUEST: **AMEND CONDITIONS OF ZONING FOR A GAS STATION AND CONVENIENCE STORE**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	&	COUNTY COMMISSION
Date: AUG 05, 2024		Date: SEPT 10, 2024
Time: 5:15 PM		Time: 6:00 PM

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Jul 12, 2024 11:35:59
5716 McEver Road
Flowery Branch
Hall County
Georgia



AGENDA ITEM

Planning & Zoning

REPORT TO: Work Session (09/09/24)

REPORT TO: Voting Meeting (09/10/24)

ITEM NO: 479/2024

SUBJECT: **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 side 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**

Meetings:

Work Session Date: 09/09/24

Voting Meeting Date: 09/10/24

Executive Summary:

Presenter: BG
Recommendation: Denial.

Purpose of Request: **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 side 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**

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
AD	BG	WLI	CR
Clerk			
JR			

Attachments:

- Board Memo
- Recommendation Report
- Application
- Narrative
- Site Plan
- Maps
- Deed
- Legal Description
- Environmental Health Comments
- GDOT Comments
- Public Works Comments
- Fire Comments
- Public 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 26, 2024

Subject: **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 | **Proposed Use: 20-lot single-family development** | **Blum & Campbell, LLC c/o Jody Campbell, applicant**

The request before you is the request of Blum & Campbell, LLC c/o Jody Campbell to rezone from Agricultural Residential III (AR-III) to Residential-I-Low-Density (R-I-L) to allow a 20-lot single-family development. This item is located within Commission District 2.

At their August 5, 2024 meeting, the Hall County Planning Commission voted to recommend denial **(4-0, Varner absent)**.

Staff recommendation: **Approval, with conditions**, as the proposed use is consistent with the “Lake Area Residential” future land use classification within the Comprehensive Plan

There were **ten (10) comments submitted** in advance of the Planning Commission meeting and **no one spoke during the public hearing**.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Blum & Campbell, LLC c/o Jody Campbell

Request **(A)** Rezone |from Agricultural Residential III (AR-III, 17.110) to Residential-I-Low-Density (R-I-L, 17.70)
(B) Use Subject to County Commission Approval | 20-lot single-family development
(C) Variance | 12.40.180 to allow for a common access drive to serve more than five lots

Proposed Use 20-lot single-family development

Size 47.61± acres

Zoning Current: Agricultural Residential III (AR-III, 17.110) | Proposed: Residential-I-Low-Density (R-I-L, 17.70)

Location **5181 Dudley Hill Road** | Tax parcel 11131 000001A

Commission District Two

Planning Commission Date August 5, 2024

Staff Recommendation **(A) Approval, with conditions**, as the proposed use is consistent with the “Lake Area Residential” future land use classification within the Comprehensive Plan; and
(B) Approval, with conditions, as the proposed use is consistent the “Lake Area Residential” future land use classification within the Comprehensive Plan; and
(C) Denial, as no hardship exists pursuant to the criteria of 2.60.030

Record Number(s) HZON24-0015, HZCU24-0025, & HVAR24-0027

- Planning Commission Recommendation.....(A) Denial
Vote: 4-0 (Varner absent)
- (B) Denial
Vote: 4-0 (Varner absent)
- (C) Denial
Vote: 4-0 (Varner absent)

Excerpts from the minutes of the August 5, 2024 meeting

Applicant’s Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Jody Campbell, 3000 Langford Road, Peachtree Corners, presented the request stated that the topography of the road creates a hardship and is the reason why they are requesting the common access drive variance.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Mr. Braswell stated that the common driveway will require an easement that might intervene with the views of the vistas. The applicant stated that the vistas will be further back in the rear of the lot. Mr. Braswell stated that there is usually a stormwater concept presented at this time. The applicant stated that they will provide stormwater plans during the LDP process. Ms. Pilcher stated that it is odd to have property split up by a common driveway. The applicant stated that the shared driveway will be safer than having 20 separate driveways onto Dudley Hill Road. Mr. Braswell questioned who will maintain the driveway. The applicant stated that it will be added to the covenants for the entire community to pay for it or only by those who benefit from this drive. Mr. Hunt questioned if there was a traffic count. The applicant stated that there was not since it was not required. Mr. Sosebee questioned the price point. The applicant stated there is not a price point established yet. Mr. Braswell stated that there were opposition comments submitted in advance of the Planning Commission Meeting by Georgia Smith, Diana Smith, Ivan Vilcov, Kathy Zuzock, MaryAnn Milne, Ralph Smith, Robert Milne, and Sonny Smith.

A
Motion: A motion to deny was made by Ms. Pilcher and seconded by Mr. Hunt. Vote: 4-0 (Varner absent)

B
Motion: A motion to deny was made by Ms. Pilcher and seconded by Mr. Sosebee. Vote: 4-0 (Varner absent)

C
Motion: A motion to deny was made by Ms. Pilcher and seconded by Mr. Sosebee. Vote: 4-0 (Varner absent)

(A) & (B) Staff recommends APPROVAL of the applicant's requests with the following conditions:

1. The property shall be developed in accordance with the site plan dated April 24, 2024, and as described in the project narrative dated April 19, 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 20 single-family lots in accordance with the requirements of the Residential-I-Low-Density (R-I-L, 17.70) zoning district as detailed in Area and Setback Requirements (17.240).
3. Access to the development shall be approved by the Hall County Engineering Department and all traffic engineering standards shall be met. All associated costs shall be the sole responsibility of the developer.
4. The completed covenants for the subdivision and the documents establishing the property owner's association shall be submitted for review and approval by the Director of Planning and Zoning. These documents shall include a provision that would assure maintenance of the common access driveway 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.
5. A stormwater management report prepared by a professional engineer shall be required.
6. 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."
7. 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.
8. All conditions of zoning shall be made part of any plats created for the property.

Summary Analysis

The applicant has submitted three concurrent requests for a proposed residential development: to rezone approximately 47.61 acres of property from Agricultural Residential III (AR-III, 17.110) to Residential-I-Low-Density (R-I-L, 17.70); a request to subdivide the subject property as a use subject to County Commission approval for a 20-lot single-family subdivision; and a variance to allow for a common access drive to serve more than five lots for the residential subdivision.

According to the submitted site plan, Lots 15-20 are located within a flood zone and a stream located along the western property line feeds into a pond located along the western edge of proposed Lots 17-20. The property is currently undeveloped.

Per the submitted narrative, the applicant is requesting to rezone and subdivide the subject parcel into 20 lots to construct single family residences. The applicant is also requesting a variance to provide a common access driveway for Lots 3-12. All proposed lots meet the minimum lot area and frontage requirements for Residential-I-Low-Density (R-I-L, 17.70) as established in Table 17.240.010.

While architectural standards are not required within the Residential-I-Low-Density (R-I-L) zoning district, the narrative states the following elements will be included as part of the proposed development:

- Minimum 1,800 heated square feet
- Minimum 3 bedrooms and 2 bathrooms
- Two-car garage
- Architectural elements to include Hardi-plank, brick, and stone-type materials

Per the submitted site plan, the development includes a common access driveway that will connect to Lots 3-12 by creating two access points on Dudley Hill Road. Common access driveways and the associated standards for construction are specified in section 12.40 of the Official Code of Hall County. These standards include a minimum easement width of 30 feet, minimum roadbed width of 20 feet, and pavement type. Lots 1, 2, and 13-20 will access Dudley Hill Road from individual private driveways. The proposed density is 0.42 units per acre.

Per the submitted narrative, water service will be provided by City of Gainesville Department of Water Resources with service confirmed in a letter submitted April 22, 2024. Sanitary sewer services will be provided by private septic systems.

One (1) **variance** to allow for a common access drive to serve more than five lots will be required if the site plan, as presented, is approved.

- Common access drives are to serve no more than five parcels or lots as found in 12.40.180 for driveway construction.
 - The applicant is proposing a common access drive to serve ten lots.

The proposed site plan and narrative submitted reflects the desired layout of Lots 1 through 20 as follows:

Residential-I-Low-Density (R-I-L, 17.70) Standards	Required	Proposed
Lot Area	43,560 square feet (approximately 1 acre)	Lot 1: 1.97 acres Lot 2: 2.30 acres Lot 3: 2.05 acres Lot 4: 2.48 acres Lot 5: 2.60 acres Lot 6: 2.43 acres Lot 7: 2.36 acres Lot 8: 2.29 acres Lot 9: 2.14 acres Lot 10: 1.98 acres Lot 11: 2.05 acres Lot 12: 2.11 acres Lot 13: 2.23 acres Lot 14: 2.34 acres Lot 15: 2.38 acres Lot 16: 2.38 acres Lot 17: 2.53 acres Lot 18: 2.85 acres Lot 19: 2.75 acres Lot 20: 3.38 acres
Lot Frontage	Local Road: 50 feet	50 feet
Lot Width at Building Line	75 feet	None Listed
Front Yard Setback	65 feet from centerline of road or 40 feet from property line, whichever is greater	65 feet from the centerline of Dudley Hill Road
Side Yard Setback	15 feet	15 feet
Rear Yard Setback	25 feet	25 feet

Based on the future land use plan, staff finds the requested *is consistent* with the Hall County Comprehensive Plan future land use designation of “Lake Area Residential” which supports low density residential development of up to one unit per acre. The intent of this land use category is to support the preservation of established neighborhoods and to support the creation of opportunities for permanent and vacation residences similar in land use patterns to Residential Areas but at lower residential densities. Future development will continue to be detached, single-family homes at low densities. The Lake Area Residential designation envisions a maximum density of 1 dwelling unit per acre. The development has an overall proposed density of 0.42 units per acre.

Zoning Analysis – Rezone and Conditional Use

Per Planning Commission and Hall County Commission consideration and decision (17.380.060), the board shall study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry shall be considered, to wit:

(A) Rezone | from Agricultural Residential III (AR-III, 17.110) to Residential-I-Low-Density (R-I-L, 17.70)

(B) Use Subject to County Commission Approval | 20-lot single family development

(C) Variance | 12.40.180 to allow for a common access drive to serve more than five lots

1. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed rezoning and conditional use for a 20-lot subdivision is consistent with the use, development and zoning of adjacent and nearby properties as most neighboring parcels are zoned Residential-Low-Density (R-I-L) and Agricultural Residential III (AR-III). The applicant’s request for a common access driveway for more than 5 lots reduces the number of access points onto Dudley Hill Road, however, it exceeds the limit of lots specified to access a common driveway.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is not anticipated that the proposed rezoning or subdivision will adversely affect adjacent properties.**
3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property appears to have reasonable economic use as currently zoned Agricultural Residential-III (AR-III), but the applicant cannot rezone, subdivide, or utilize a common access driveway for more than 5 lots without Board of Commissioner approval.**
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **It is not anticipated that the proposed rezoning, subdivision, or common access driveway for more than 5 lots will result in an excessive or burdensome use of existing infrastructure. The proposal has received an availability letter for water, and will utilize private on-site septic systems. The Hall County Public Works Department has stated that the common access driveway must meet county standards and will be reviewed during the development review process.**
5. Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the Comprehensive Plan and the “Lake Area Residential” land use designation. This land use designation envisions a maximum density of 1 dwelling unit per acre. The proposed development has an overall density of 0.42 units per acre.**

6. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**
7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**
8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**
9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property is currently undeveloped.**
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions affecting the use or development of the property.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The surrounding parcels consist of Agricultural Residential-III (AR-III) and Residential-I-Low-Density (R-I-L) zoning. No isolated zoning district would be created if approved.**
12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the county as a whole.**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The subdivision of land within the Residential-I-Low-Density zoning district (R-I-L, 17.70) requires Board of Commissioner approval.**
15. Whether the need for rezoning could be handled instead by a variance request to the [planning commission]; **The request is for rezoning and a conditional use to subdivide the property into**

20 single family residential lots which could not be handled instead by a variance. A variance has been requested for a common access drive for more than 5 lots.

16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

17.380.050. - Submission requirements

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **The proposal meets the requirement, and the applicant understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
 1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **The proposal does provide a narrative outlining the intent of the request; however, the applicant has not prepared a response to each of the criteria listed in 17.380.060.C.**
 2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets this requirement.**
- C. For any application for a slow rate land treatment system (see chapter 17.20), the following additional requirements apply. **The proposed development will utilize public water and private on-site septic systems, as such, this is not applicable.**

- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **This standard is not applicable to the applicant's request**

Development Support and Constraints / Departmental Comments

Hall County Environmental Health

In an email dated June 28, 2024, Emily McGahee stated, "All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process."

Hall County Fire Marshal

In an email dated May 29, 2024, Jeff Suggs, NPQ Fire Inspector, Fire Investigator provided the following:

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.

In an email dated July 2, 2024, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated, "The Hall County Fire Marshal's Office considers the plan conceptual in nature and if approved may require modifications during the development review process."

Hall County Public Works and Utilities

In a memo dated July 5, 2024, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:

Show stream buffer and impervious setback from wrested vegetation not centerline of stream.

As this subdivision is greater than 6 lots on an existing road a stormwater management report prepared by a professional engineer will be required.

Show FEMA and Hall County studied Flood plains that are present on site.

Traffic:

Provide sight distance for each drive.

Common access drive will need to meet County standards and go through the development review process.

Utilities

No comments.

Georgia Department of Transportation

In an email dated July 3, 2024, Veronica Chavers, D1TO Civil Engineer 3, stated that GDOT coordination is not required.

PLANNING AND DEVELOPMENT DEPARTMENT
 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA. 30504
 MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
 t: 770-531-6809 | f: 770-531-3902



ZONING APPLICATION

Applicant (Name & Mailing Address)	Property Owner (Name & Mailing Address)
<u>Blum & Campbell, LLC c/o Jody Campbell</u>	<u>Kevin & Kecia Garland</u>
<u>3000 Langford Rd., Building 100</u>	<u>1625 Candler Rd</u>
<u>Peachtree Corners, GA 30071</u>	<u>Gainesville, GA 30507</u>
Phone <u>470-368-2890</u>	Phone <u>404-797-3819</u>
Email Address <u>Jody@blumcampbell.com</u>	Email Address <u>Keciasgarland@gmail.com</u>
Proposed Use <u>2 Destate lot subdivision</u>	

Contact Person (Name & Mailing Address)
Jody Charles Campbell
Address stated above

 Phone _____
 Email Address Jody@blumcampbell.com

Status of Applicant **Requested Action**

Owner Existing Zoning: AR-111

Option to Purchase Rezone to: R-1L

Area Resident Fee: \$ 1,000

Other Receipt #: _____

Check #: _____

Tax Parcel Number 11131 000001A Acreage 55.07
 Location Address 5181 Dudley Hill Rd., Gainesville, GA 30506

I hereby certify that the above information and all attached information are true and correct.
 Sign _____ Date: 4/19/24

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.
 Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Blum & Campbell, LLC c/o Jody Campbell
3000 Langford Rd. Building 100
Peachtree Corners, GA 30071

Phone 470-365-2890

Email Address Jody@blumcampbell.com

Proposed Use 20 estate lot subdivision

Property Owner (Name & Mailing Address)

Kevin & Kecia Garland
1625 Candler Rd
Gainesville, GA 30507

Phone 404-797-3819

Email Address keciasgarland@gmail.com

Contact Person (Name & Mailing Address)

Jody Charles Campbell
Addresses stated above

Phone _____

Email Address above

Tax Parcel Number 11131 000001A

Location Address 5181 Dudley Hill Rd, Gainesville, GA 30506

Status of Applicant

- Owner
- Option to Purchase
- Area Resident
- Other

Requested Action

Permissive Use:
 HCPC HCC
 Fee: \$ _____
 Receipt #: _____
 Check #: _____

Zoning: _____

Acreage 47.61

I hereby certify that the above information and all attached information are true and correct.

Sign [Signature] Date: 4/25/2024

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: _____

PLANNING AND DEVELOPMENT DEPARTMENT
 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
 MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
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VARIANCE APPLICATION

Applicant (Name and Mailing Address)
 Blum & Campbell, LLC, Jody Charles Campbell

 3000 Langford Road, Bldg. 100

 Peachtree Corners, Georgia 30071

 Phone 470-365-2890
 Email Address jody@blumcampbell.com
 Location of Property 5181 Dudley Hill Road, Gainesville, Georgia 30506
 Present Zoning AR-111 Existing Structures _____

Property Owner (Name and Mailing Address)
 Kevin and Kecia Garland

 1625 Candler Road

 Gainesville, Georgia 30507

 Phone 404-797-3819
 Email Address keciasgarland@gmail.com

Type of Appeal: Common Access Driveway for 10 lots (12.40.180)

<input type="checkbox"/> Setback Variance	<input type="checkbox"/> Front Yard	From ___ ft. to ___ ft.
<input type="checkbox"/> Road Frontage Variance	<input type="checkbox"/> Right Side Yard	From ___ ft. to ___ ft.
<input type="checkbox"/> Sign Variance	<input type="checkbox"/> Left Side Yard	From ___ ft. to ___ ft.
<input type="checkbox"/> Hardship Mobile Home	<input type="checkbox"/> Rear Yard	From ___ ft. to ___ ft.
	<input type="checkbox"/> Road Frontage	From ___ ft. to ___ ft.
	<input type="checkbox"/> Sign Area	From ___ ft. to ___ ft.
	<input type="checkbox"/> Sign Height	From ___ ft. to ___ ft.
	<input type="checkbox"/> Doctor's Letter	<input type="checkbox"/> Terms Agreement

Supporting Documents: Plat of Property Site Plan
 Deed of Property Floor Plans
 Hardship Statement Other

Hardship Mobile Home:
 I understand that, if granted, the mobile home must be removed from the property when my hardship ceases to exist.

 (Signature)

Fee (Must be paid for application to be complete): \$ _____

I hereby certify that the above information is true & correct to the best of my knowledge.
 Sign _____ Date 6/14/24

I hereby withdraw this application.
 Sign _____ Date _____

Staff Use Only
 Application Date: _____ Taken by: _____
 Tentative Planning Commission Date: _____ If Appealed County Commission Date: _____
 County Commission District: _____

PLANNING AND DEVELOPMENT DEPARTMENT
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t: 770-531-6809 | f: 770-531-3902



AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

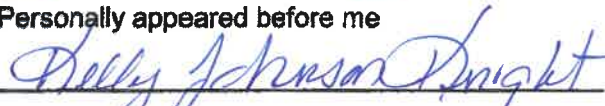
Name of owner(s) Kevin Garland, Kecia Garland
Address 1625 Candler Rd
Gainesville, GA 30507
Phone Number 404-797-3819

Name of applicant(s) Jody Campbell - Blum & Campbell
Address 3000 Langford Rd, Building 100
Peachtree Corners, GA 30071
Phone Number 470-365-2890


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)
 Kecia Garland

Personally appeared before me


who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public 

04-19-2024
Date

**KELLY JOHNSON KNIGHT
NOTARY PUBLIC
Hall County
State of Georgia
My Comm. Expires 12-27-2027**

PLANNING AND DEVELOPMENT DEPARTMENT
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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____ I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application**

Name of Official(s): N/A Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/~~Owner's~~ Signature: [Signature] Date: 4/19/24

Applicant's/~~Owner's~~ Name (Printed): Jody Charles Campbell

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____ I have not _____

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature:   Kecia Garland

Date: 4-19-2024

Applicant's/Owner's Name (Printed): Kevin Garland, Kecia Garland

Narrative
5181 Dudley Hill Rd – Gainesville, GA 30506
TAX PARCEL No. 11131 000001A

April 19th, 2024

APPLICANT:

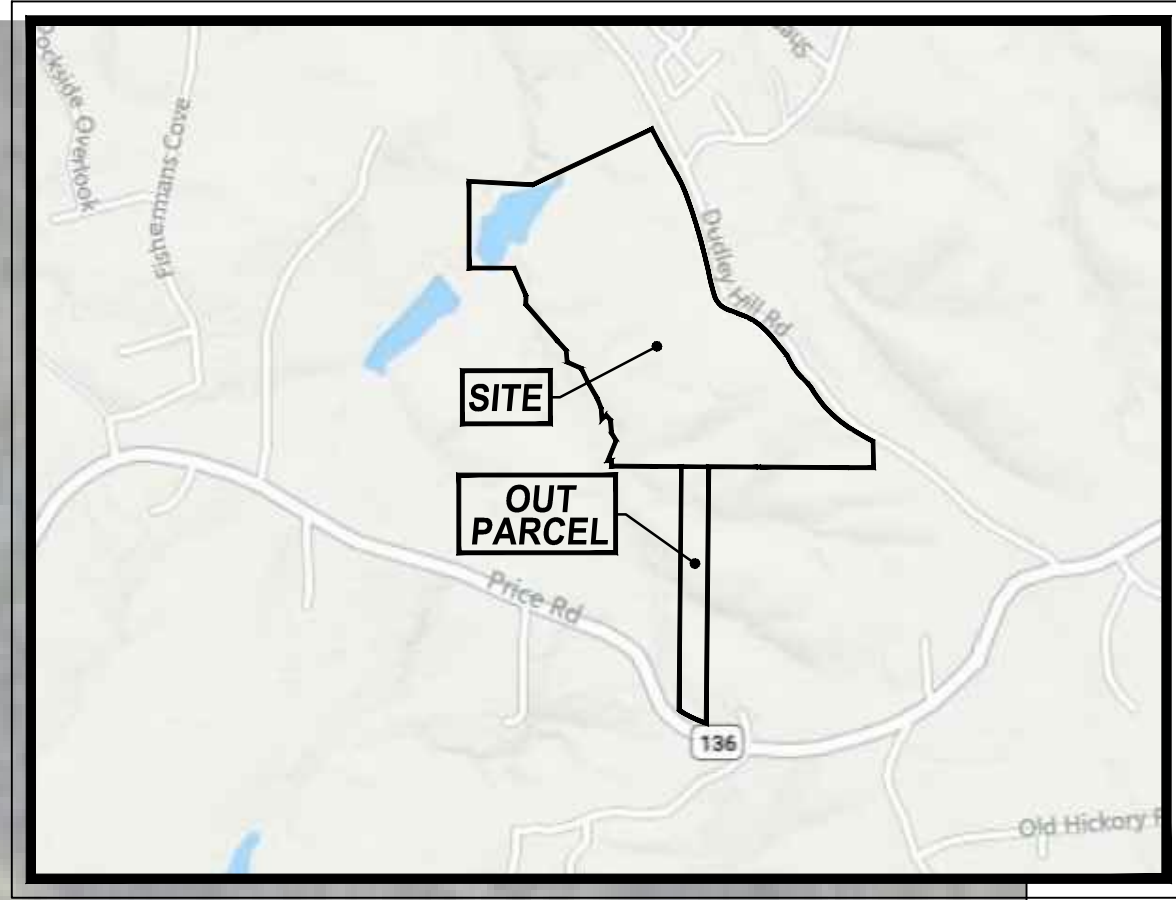
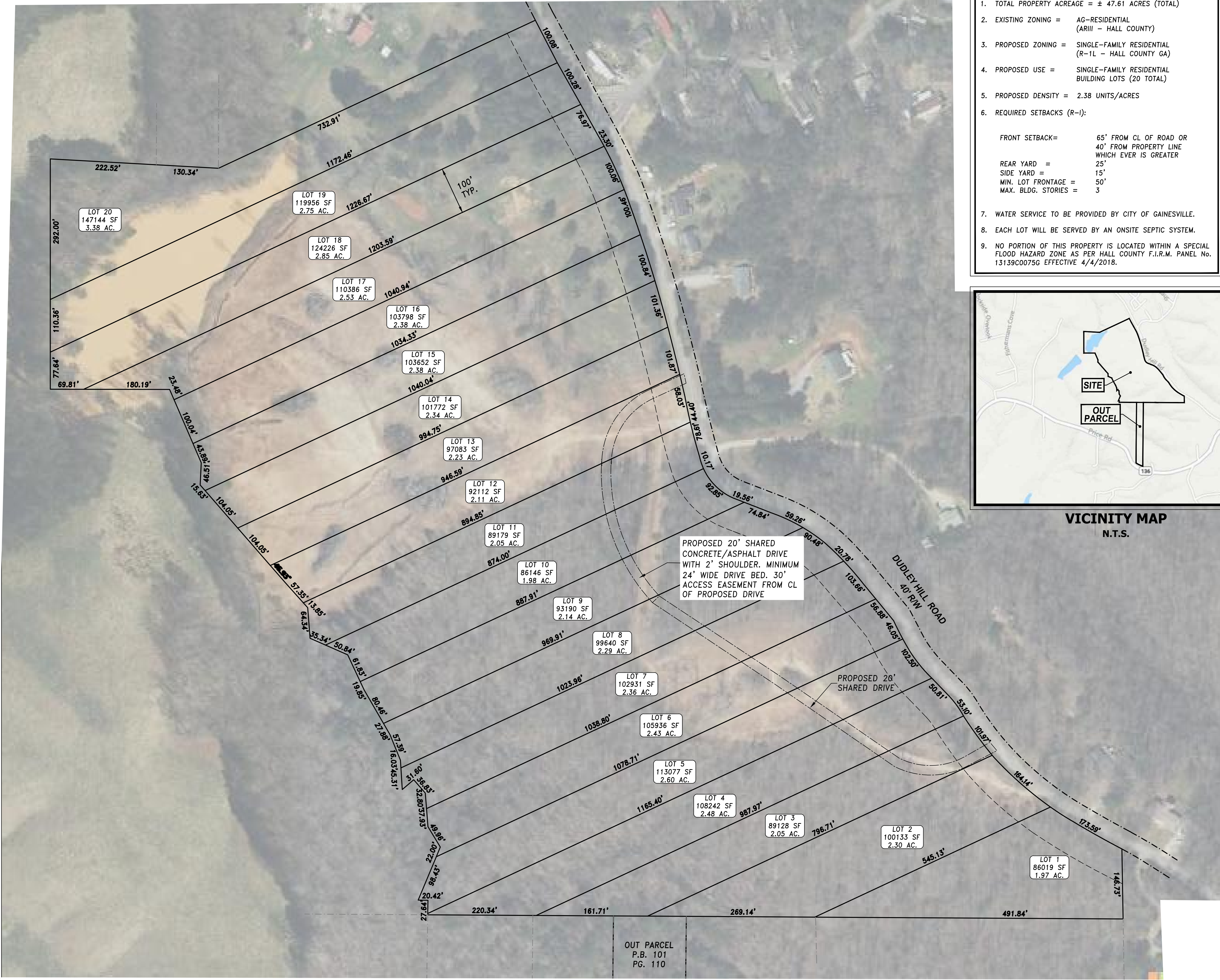
Blum & Campbell – Jody Campbell
3000 Langford Rd Building 100
Peachtree Corners, GA 30071

OWNERS:

Kevin & Kecia Garland
1625 Candler Rd
Gainesville, GA 30507

Application and Conceptual Site Plan for the purpose of subdividing an existing 55.07 acres parcel into twenty (20) residential building lots. The subject property is located along Dudley Hill Road in unincorporated Hall County. The proposed building lots will be a minimum of 1.9 – 3.3 Acres in size and will meet the requirements for the AR-III zoning district. Most of the property is pasture and wooded. Applicant is proposing to build twenty (20) Single-Family Residential Homes on the proposed lots and intend on minimizing the land disturbance as much as feasible for construction. Each home will have a minimum 1,800 S.F.+ of heated floor space and will include a minimum 3+ bedrooms, 2+ bathrooms and a two-car garage. The proposed homes will include attractive architectural elements consisting of hardiplank siding, brick and stone and will meet or exceed the same quality and price point of homes in the surrounding area. Each lot will be on an individual onsite septic system and water will be served by the City of Gainesville. Access will be provided by constructing driveways along Dudley Hill Rd and shared driveways in compliance with the Hall County Building Inspections Division Requirements for new homes. Applicant is requesting a variance to connect the shared driveways on lots 3-12.

The applicant and its representatives welcome the opportunity to meet with Hall County staff to answer any questions or concerns you may have concerning the application.

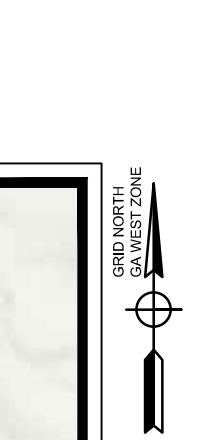
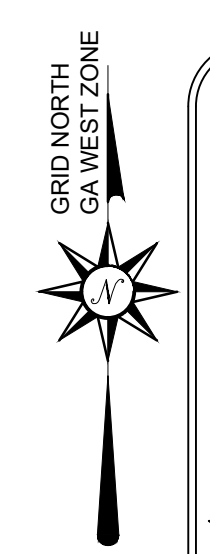


- GENERAL NOTES:**
- TOTAL PROPERTY ACREAGE = ± 47.61 ACRES (TOTAL)
 - EXISTING ZONING = AG-RESIDENTIAL (ARIII - HALL COUNTY)
 - PROPOSED ZONING = SINGLE-FAMILY RESIDENTIAL (R-1L - HALL COUNTY GA)
 - PROPOSED USE = SINGLE-FAMILY RESIDENTIAL BUILDING LOTS (20 TOTAL)
 - PROPOSED DENSITY = 2.38 UNITS/ACRES
 - REQUIRED SETBACKS (R-1):

FRONT SETBACK= 65' FROM CL OF ROAD OR 40' FROM PROPERTY LINE WHICH EVER IS GREATER
REAR YARD = 25'
SIDE YARD = 15'
MIN. LOT FRONTAGE = 50'
MAX. BLDG. STORIES = 3
 - WATER SERVICE TO BE PROVIDED BY CITY OF GAINESVILLE.
 - EACH LOT WILL BE SERVED BY AN ONSITE SEPTIC SYSTEM.
 - NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE AS PER HALL COUNTY F.I.R.M. PANEL NO. 13139C0075G EFFECTIVE 4/4/2018.

LEGEND

- IPF = IRON PIN SET (1/2" REBAR)
- IPF = IRON PIN FOUND
- CMF = CONCRETE MONUMENT FOUND
- OTF = OPEN TOP PIPE
- BM = BENCHMARK
- TBM = TEMPORARY BENCHMARK
- CTF = CUMP TOP PIPE
- LLL = LAND LOT LINE
- N/F = NOW OR FORMERLY
- ± = PROPERTY LINE
- ± = BUILDING LINE
- GMD = GEORGIA MULTI DISTRICT
- PB/PD = PLAT BOOK/PAGE
- DB/PO = DEED BOOK/PAGE
- CL = CENTERLINE
- R/W = RIGHT-OF-WAY
- S.S.E. = SANITARY SEWER EASEMENT
- D.E. = DRAINAGE EASEMENT
- B.E. = BUFFER EASEMENT
- U.E. = UTILITY EASEMENTS
- ⊙ MH = MANHOLE
- ⊙ CB = CATCH BASIN
- ⊙ JB = JUNCTION BOX
- ⊙ HW = HEADWALL
- ⊙ DI = DROP INLET
- ⊙ PP = POWER/UTILITY POLE
- ⊙ FH = FIRE HYDRANT
- ⊙ GV = WATER VALVE
- INV. = INVERT ELEVATION
- STA. = STATION
- B/C = BACK OF CURB
- EP = EDGE OF PAVEMENT
- SS = SANITARY SEWER LINE
- SS = STORM SEWER PIPE
- W = WATER LINE
- ELEV. = ELEVATION
- CMP = CORRUGATED METAL PIPE
- RCP = REINFORCED CONCRETE PIPE
- DIP = DUCTILE IRON PIPE
- PVC = POLYVINYLCHLORIDE PIPE
- 910- = EXISTING CONTOUR ELEVATION
- P = OVERHEAD POWER
- T = OVERHEAD TELEPHONE
- F = FENCE LINE
- = BRANCH/CREEK/STREAM CENTERLINE
- T.B.R. = TO BE REMOVED



PREPARED FOR:

PROJECT NAME:
DUDLEY HILL ROAD TRACT

TASK:
REZONING EXHIBIT

PROJECT INFORMATION:

DUDLEY HILL ROAD TRACT
Project Name

24-002
Project Number

5181 DUDLEY HILL ROAD
Project Address

110 AND 131
Land Lot No.(s)

11TH
District

HALL COUNTY, GEORGIA
County, State

DATE	REVISION	No.
		1
		2
		3
		4
		5
		6
		7
		8
		9
		0

GEORGIA811
Utilities Protection Center, Inc.

Know what's below.
Call before you dig.

GRAPHIC SCALE: 1" = 100'

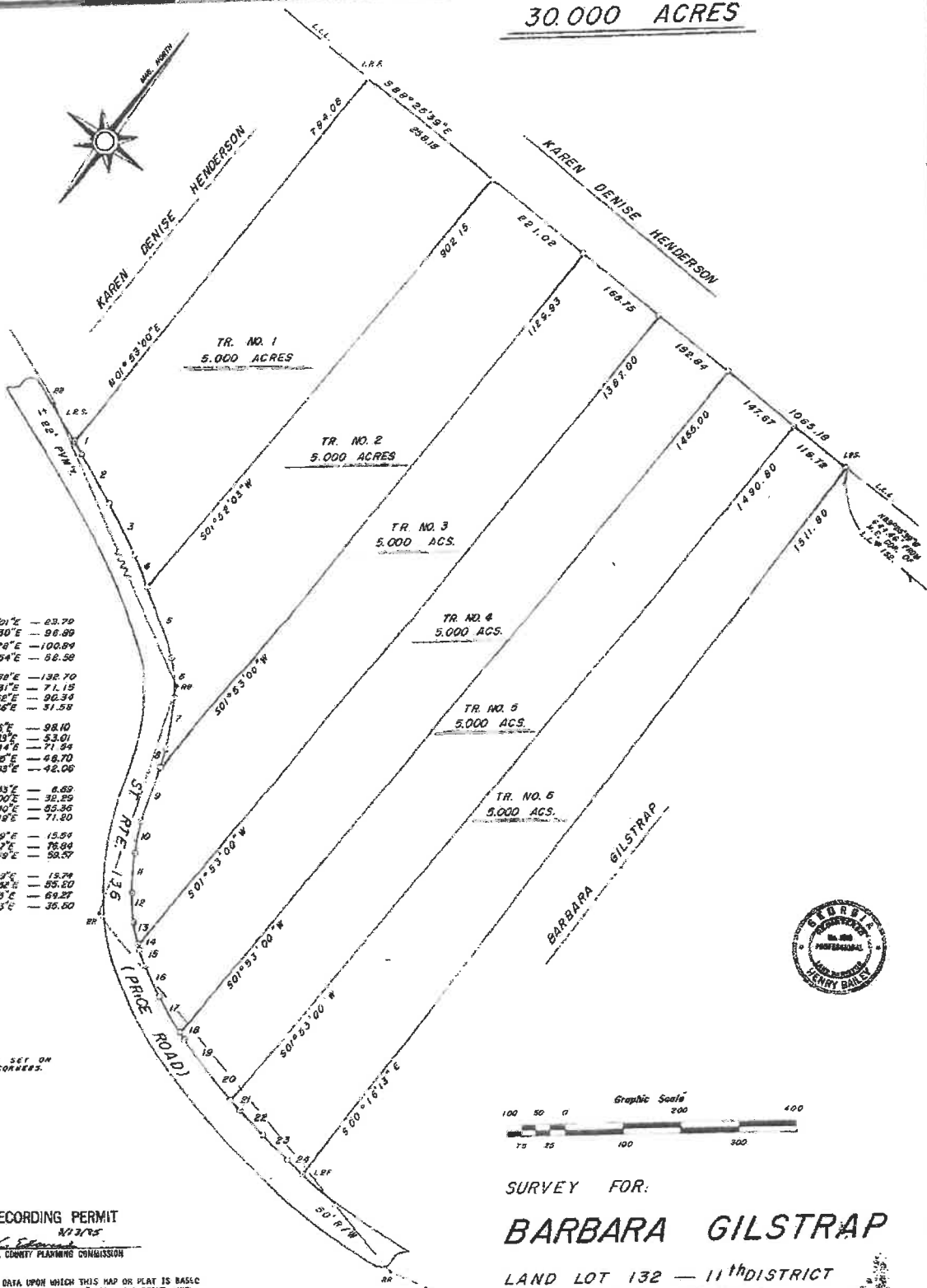
CDW DESIGN AS SHOWN SCALE

CDW DRAWN 1 of 1

CDW CHECKED SHEET

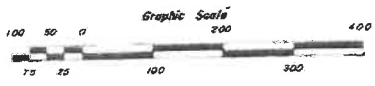
4/24/24 DATE 24-002 PROJECT No.

30,000 ACRES



1. 500°28'01"E	— 63.70
2. 500°16'30"E	— 86.89
3. 500°19'28"E	— 100.84
4. 500°00'54"E	— 88.58
5. 500°37'58"E	— 132.70
6. 542°48'31"E	— 71.15
7. 500°30'52"E	— 90.34
8. 510°16'30"E	— 37.53
9. 510°46'38"E	— 98.10
10. 523°38'23"E	— 53.01
11. 533°00'44"E	— 71.95
12. 543°28'00"E	— 48.70
13. 552°38'58"E	— 42.00
14. 537°30'53"E	— 6.83
15. 526°03'00"E	— 36.29
16. 564°07'40"E	— 85.36
17. 568°52'18"E	— 71.20
18. 580°33'18"E	— 15.54
19. 573°31'37"E	— 76.88
20. 577°03'43"E	— 93.57
21. 577°33'43"E	— 15.74
22. 580°32'52"E	— 85.20
23. 584°37'13"E	— 89.27
24. 584°17'03"E	— 36.60

NOTE:
IRON PINS SET ON
ALL LOT CORNERS.



RECORDING PERMIT
By *[Signature]*
HALL COUNTY PLANNING COMMISSION

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND A CLOSURE OF ONE FOOT IN 70,000 FEET, AND HAS ADJUSTED USING THE CRANDALL RULE. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 15,226.1 FEET.

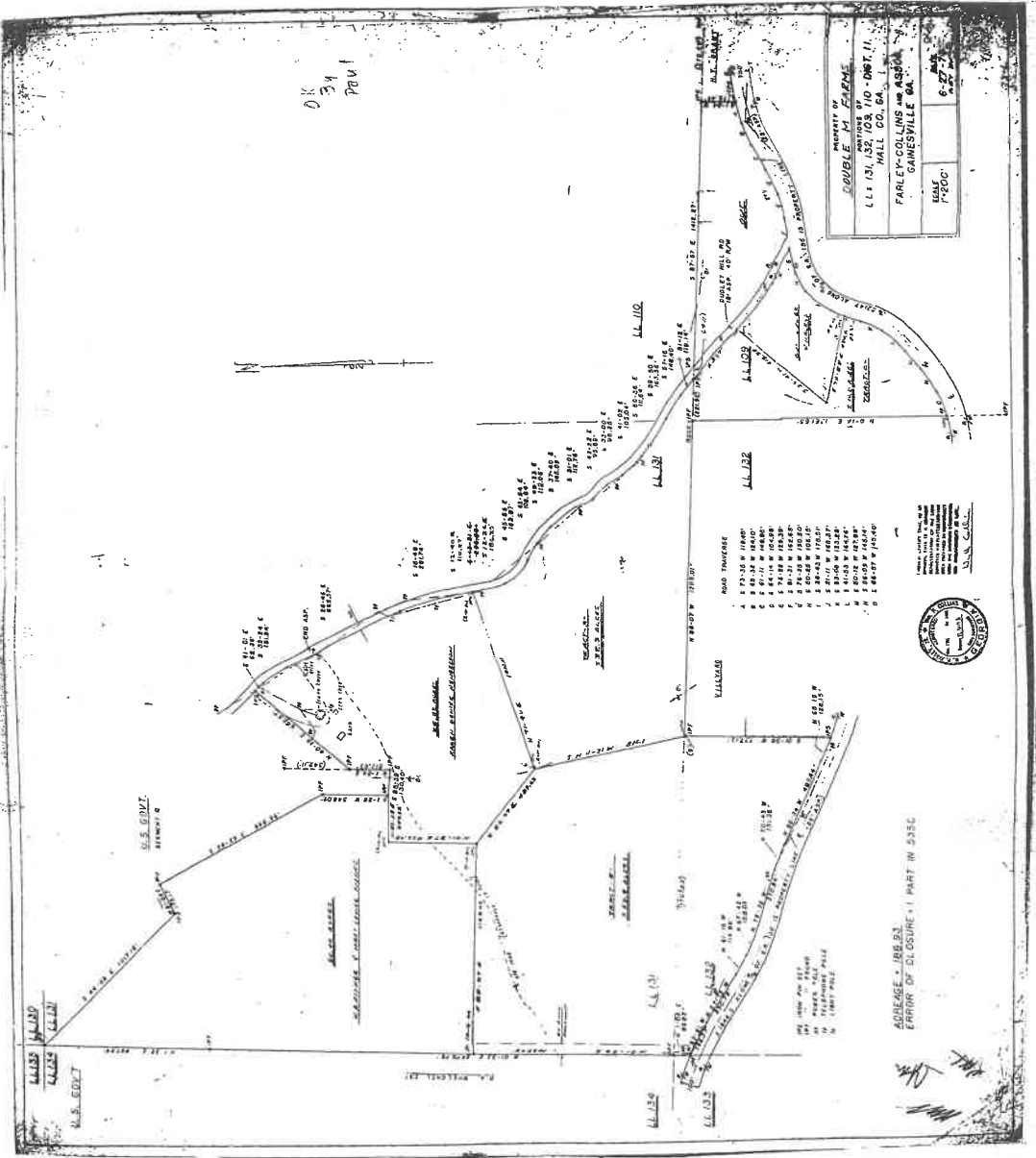
SURVEY FOR:
BARBARA GILSTRAP

LAND LOT 132 — 11th DISTRICT
HALL COUNTY, GEORGIA
FEBRUARY 28, 1985 — SCALE 1" = 100'

Recorded March 12, 1985 Dought & Wood, Clerk

Recorded June 1, 1981 — H. Grady Watson, Clerk

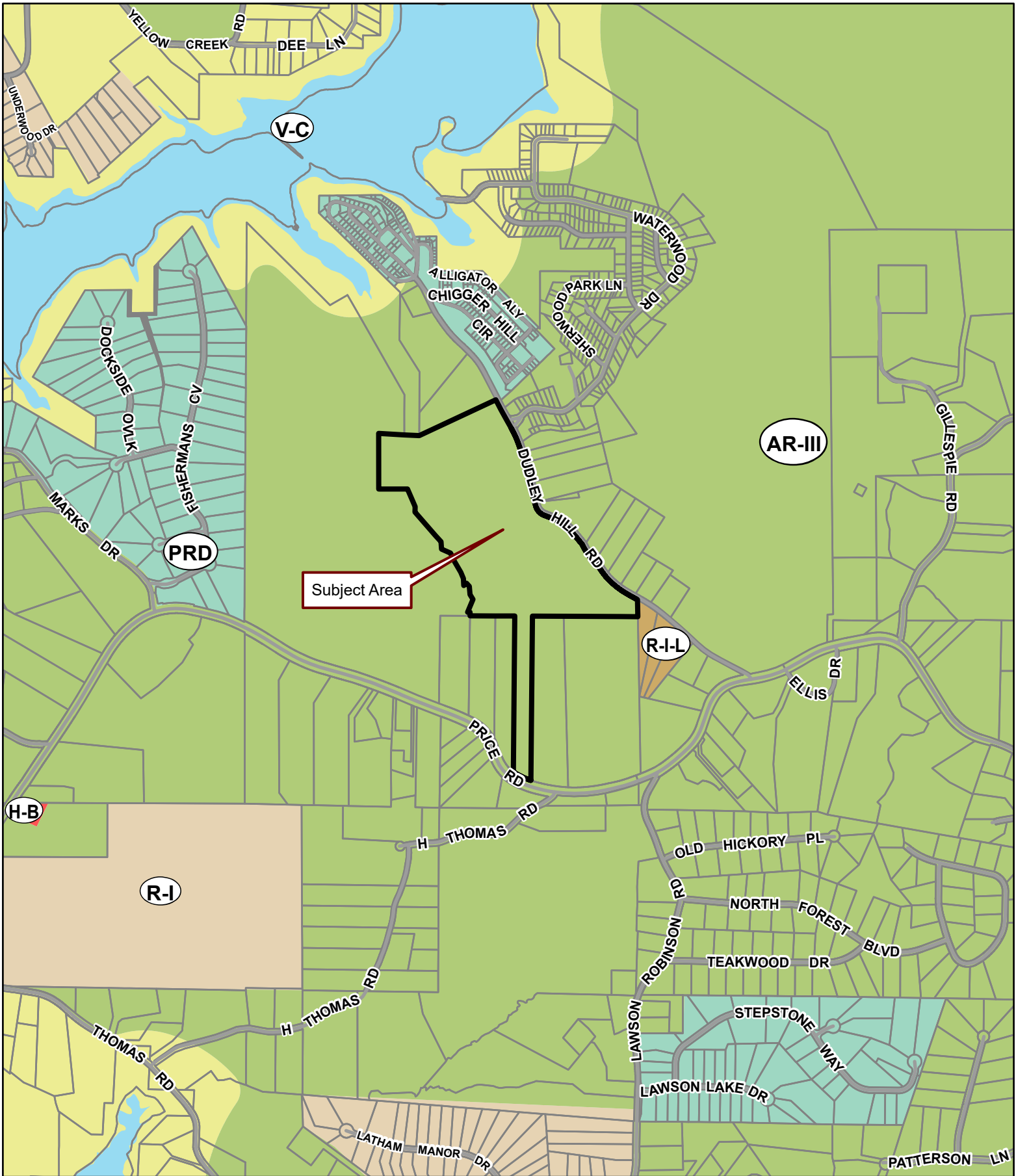
OK
34
Paul



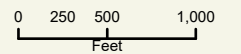
COUNTY OF
DOUBLE M FARMS
PART OF
L.L. 131, 132, 103, 110 - DIST. 11
FARLEY-COLLINS and ASSN.
MALL CO., GA.
REAL P-260
6-27-81
6-27-81






- ROAD THROUGH
- 1 5 21.70 N 100.00°
 - 2 5 21.70 N 100.00°
 - 3 5 21.70 N 100.00°
 - 4 5 21.70 N 100.00°
 - 5 5 21.70 N 100.00°
 - 6 5 21.70 N 100.00°
 - 7 5 21.70 N 100.00°
 - 8 5 21.70 N 100.00°
 - 9 5 21.70 N 100.00°
 - 10 5 21.70 N 100.00°
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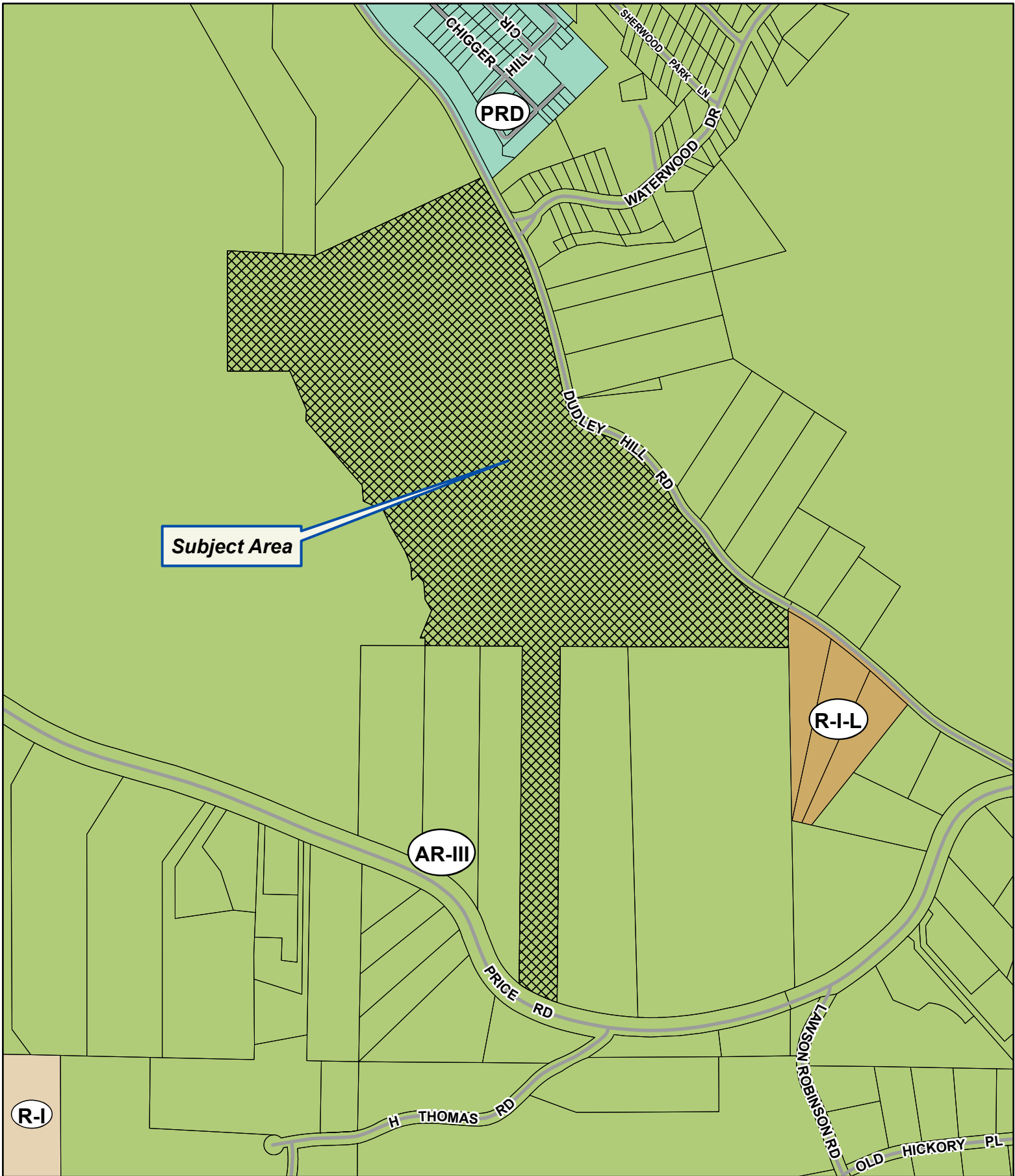
ADVERSE - J.B.B. 23
EMPHASIS OF RECORD - PART IN 253C



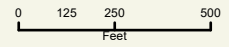
Applicant: BLUM & CAMPBELL, LLC C/O JODY CAMPBELL
Tax Parcel #: 11131 00001A
Location: 5181 DUDLEY HILL ROAD, GAINESVILLE, GA 30506
Commission District 2 **PC Mtg. Date: 08/05/2024**



-  Zoning Boundary
 -  City Limits
 -  Subject Area
 -  Structure
- N




Applicant: BLUM & CAMPBELL, LLC C/O JODY CAMPBELL
Tax Parcel #: 11131 00001A
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Commission District 2 **PC Mtg. Date: 08/05/2024**



- Zoning Boundary
- ▭ City Limits
- ▨ Subject Area
- ▭ Structure





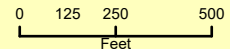
Applicant: BLUM & CAMPBELL, LLC C/O JODY CAMPBELL

Tax Parcel #: 11131 000001A

Location: 5181 DUDLEY HILL ROAD, GAINESVILLE, GA 30506

Commission District 2

PC Mtg. Date: 08/05/2024



- Zoning Boundary
- ▭ City Limits
- ▭ Subject Area



After recording, please return to:

Larry C. Oldham, P.C.
416 Pirkle Ferry Road
Suite K-500
Cumming, Georgia 30040

eFiled and eRecorded
DATE: 03/15/2021
TIME: 2:20 PM
DEED BOOK: 8758
PAGE: 165 - 168
FILING FEES: \$25.00
TRANSFER TAX: \$0.00
PARTICIPANT ID: 1184562897
PT61: 069-2021-002377
RECORDED BY: CH
CLERK: Charles Baker, C.S.C
Hall County, GA

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED ("Deed") is made and given as of January 15, 2021 from **Kevin B. Garland**, an individual resident of the State of Georgia, as party of the first part ("Grantor"), to **Kevin B. Garland and Kecia S. Garland**, individual residents of the State of Georgia, as joint tenants with right of survivorship, as parties of the second part ("Grantees") (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH

For and in consideration of the sum of Ten Dollars (\$10.00) in hand paid at and before the sealing and delivery of these presents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, aliened, transferred, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, transfer, convey and confirm unto Grantees the following described real property (the "Property"):

All that tract or parcel of land lying and being in Land Lots 131 and 132 of the 11th District of Hall County, Georgia, containing 55.07 acres, more or less, and being more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantees forever in FEE SIMPLE.

TOGETHER WITH AND SUBJECT TO all easements, covenants, restrictions and other matters which appear of record as of the date of this Deed.

AND Grantor will warrant and forever defend the right and title to the Property unto Grantees against the claims of all persons claiming under Grantor.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this Deed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Samy C. Oldham
Unofficial Witness

GRANTOR:

Kevin B. Garland (SEAL)
Kevin B. Garland

Sam M. Oldham
Notary Public

[Notary Seal]

My commission expires:

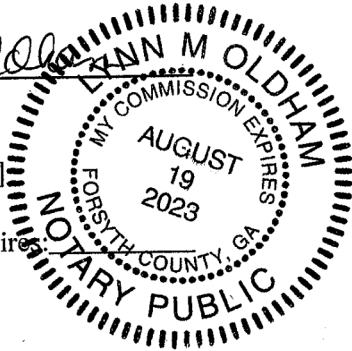


EXHIBIT A

LEGAL DESCRIPTION

TRACT I

All that tract or parcel of land, together with all improvements located thereo, lying and being in Land Lot 131 of the 11th Land District of Hall County, Georgia, being shown as property of Karen Denise Henderson on a Plat entitled "Property of Double M. Farms" dated June 27, 1973, revised May 13, 1981, by Farley Collins & Associates, Georgia Registered Surveyors, recorded in Plat Book 83, Pages 104 and 105, in the offices of the Clerk of the Superior Court of Hall County, Georgia, said plat being incorporated herein by this reference and made a part hereof, said property containing 25.82 acres.

LESS AND EXCEPT

That portion of the above-described property conveyed by warranty deed from Karen Denise Henderson to Eljo Company, dated July 3, 1987, recorded at Deed Book 1126, Page 14, Hall County, Georgia records.

TOGETHER WITH

TRACT II

All that tract or parcel of land, together with all improvements located thereo, lying and being in Land Lot 131 of the 11th Land District of Hall County, Georgia, being shown as Tract A on a Plat entitled "Property of Double M. Farms" dated June 27, 1973, revised May 13, 1981, by Farley Collins & Associates, Georgia Registered Surveyors, recorded in Plat Book 83, Pages 104 and 105, in the offices of the Clerk of the Superior Court of Hall County, Georgia, said plat being incorporated herein by this reference and made a part hereof, said property containing 32.30 acres.

LESS AND EXCEPT

That portion of the above-described property conveyed by warranty deed from Karen Denise Henderson to Eljo Company, dated July 3, 1987, recorded at Deed Book 1126, Page 14, Hall County, Georgia records.

TOGETHER WITH

TRACT III

All that tract or parcel of land, together with all improvements located thereo, lying and being in Land Lot 132 of the 11th Land District of Hall County, Georgia, containing 5.00 acres, being Tract 4 shown on a Plat prepared for Barbara Gilstrap by Henry Bailey, surveyor, dated February 28, 1985 and at Plat Book 101, Page 110, Hall County, Georgia plat records, said plat being incorporated herein by this reference and made a part hereof, said property being more particulary described as follows:

Beginning at an iron pin located on the original north line of Land Lot 132 and at the northwest corner of Tract 4, which pin is located North 89 degrees 25 minutes 39 seconds West a distance of 1061.69 from the northeast corner of Land Lot 132; proceed thence South 01 degree 53 minutes 00 seconds West a distance of 1387.00 to an iron pin located on the southwest right-of-way of State Route 136 a/k/a Price Road; proceed thence along said right-of-way the following courses and distances: (i) South 52 degrees 35 minutes 53 seconds East a distance of 8.69 feet to a point; (ii) South 58 degrees 05 minutes 00 seconds East a distance of 32.29 feet to a point; (iii) South 64 degrees 07 minutes 40 seconds East a distance of 55.36 feet to a point; and (iv) South 68 degrees 53 minutes 19 seconds East a distance of 71.20 feet to a point located at the southeast corner of Tract 4; proceed thence North 01 degree 53 minutes 00 seconds East a distance of 1455.00 feet to a point located at the northeast corner of Tract 4; proceed thence North 89 degrees 25 minutes 39 seconds West a distance of 152.84 to the point of beginning.

The above-described property is the property described in a warranty deed from Frank J. Pirkle to Howell B. Thomas dated August 31, 1987, and recorded at Deed Book 1139, Page 12, Hall County, Georgia records.

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Friday, June 28, 2024 10:26 AM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 8.5.24

Please find Environmental Health comments below:

Item 1, 0/3454 Gillsville Hwy, Chowdhury: 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.

Item 2A,B,C, 1954 Mountain View Road, Matheny: Must meet all residential permitting requirements.

Item 3A,B, 3193 Wallace Road, Del Toro: Must meet all residential permitting requirements.

Item 4A,B,C, 5248 Byers Road, Villeda: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 5, 3117 Athens Hwy, Agile Cold Storage: No comment.

Item 6, 5820 McEver Road, Nabeel: If public sewer not available, development must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Wastewater treatment and disposal may be required to be permitted through EPD. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan.

Item 7, 2052 Spring Road, Ruelas: No comment. Public sewer.

Item 8A,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.

Item 9, 4518/4520 Cagle Road, Rochester: If public sewer not available, development must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review.

Item 10, 5991 Swansey Road, Abernathy: No comment. Public sewer

Emily McGahee
Hall County Environmental Health
Hall County Government Center

2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Wednesday, July 3, 2024 1:56 PM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Planning Agenda for August 5, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See responses in red, below.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, June 27, 2024 10:48 AM
Subject: Tentative Planning Agenda for August 5, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning –

Here is the Tentative Agenda and Maps for the **Monday, August 5, 2024** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday, July 5th**. Email comments to Beth (bgarmon@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – July 15, 2024

OLD BUSINESS

1. [0 & 3454 Gillsville Highway | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 30.78± acre tract located on the south side of Gillsville Highway \(GA-323\), approximately 370 feet from its intersection with East Hall Road | Zoned AR-IV; Tax Parcels 15016 000158A & 000028C | Proposed Use: 20-lot residential subdivision | ** Commission District 3 | Sabina Chowdhury, applicant](#) Access on SR 323 will require GDOT coordination.

NEW BUSINESS

2. [\(A\) 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 Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#) No GDOT coordination required

- (B) 1954 Mountain View Road | Variance | 17.240.010.** to reduce the front yard setback along Mountain View Road | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | **Proposed Use: Single-family residence** | * Commission District 4 | **Randy L. Matheny, applicant** **No GDOT coordination required**
- (C) 1954 Mountain View Road | Variance | 17.240.010.** to reduce the rear yard setback | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | **Proposed Use: Single-family residence** | * Commission District 4 | **Randy L. Matheny, applicant** **No GDOT coordination required**
3. **(A) 3193 Wallace Road | Variance | 17.240.010.** to reduce the front yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | **Proposed Use: Single-family residence** | * Commission District 3 | **Julia Del Toro, applicant**
(B) 3193 Wallace Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | **Proposed Use: Single-family residence** | * Commission District 3 | **Julia Del Toro, applicant** **No GDOT coordination required**
4. **(A) 5248 Byers Road | Variance | 17.240.010.** to reduce the right side yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Detached garage** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
(B) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Detached garage** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
(C) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Single-family residence** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
5. **3117 Athens Highway | Variance | 17.420.060.** to allow for additional wall signs | on a 34.52± acre tract located on the north side of Athens Highway (GA-129) at its intersection with Roy Parks Road | Zoned I-I (GCOD); Tax Parcel 15024 000036 | **Purpose: Wall sign** | * Commission District 3 | **Agile Cold Storage c/o John Blan, applicant** **No GDOT coordination required**
6. **5820 McEver Road | Amend Conditions of Zoning** | on a 3.57± acre tract located on the west side of McEver Road at its intersection with Lights Ferry Road | Zoned H-B, Tax Parcel 08119 000003 | **Proposed Use: Gas station and convenience store** | ** Commission District 2 | **Nabeel Group of Companies, Inc, applicant** **No GDOT coordination required**
7. **2052 Spring Road | Reestablishment of a Nonconforming Use** | on a 0.19± acre tract located on the north side of Spring Road, approximately 237 feet from its intersection with Skelton Road | Zoned H-B, Tax Parcel 00122 002010 | **Proposed Use: Single-family residence** | ** Commission District 4 | **Ashley Xitlaly Ruelas, applicant** **No GDOT coordination required**
8. **(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 side 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**
(B) 5181 Dudley Hill Road | Use Subject to County Commission Approval | 17.70.040 for a subdivision | on a 47.61± acre tract located on the west side 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**
(C) 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 side 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**

9. [\(A\) 4518 & 4520 Cagle Road | Rezone | from Agricultural Residential III \(AR-III\) to Light Industrial \(I-I\) & Gateway Corridors Overlay District \(GCOD\) | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Permitted uses in light industrial zoning district | ** Commission District 3 | Rochester|DCCM, applicant](#) Access on SR 365 will require GDOT coordination.
10. [\(B\) 4518 & 4520 Cagle Road | Use Subject to County Commission | 17.420.050 for outdoor storage within GCOD | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Outdoor storage | ** Commission District 3 | Rochester|DCCM, applicant](#) Access on SR 365 will require GDOT coordination.

[5991 Swansey Road | Amend Conditions of Zoning | on a 38.45 ± acre tract located on the south side of Swansey Road approximately 476 feet from its intersection with Circle Four Ranch | Zoned PRD, Tax Parcel 15048 000034 | Proposed Use: 100-lot subdivision | ** Commission District 1 | Abernathy Engineering Group, applicant](#) No GDOT coordination required

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, September 12, 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, September 12, 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: July 5, 2024

t: 770.531.6800 | f: 770.531.3945

Subject: August 5, 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 August 5, 2024 meeting. Upon review, we provide the following comments.

OLD BUSINESS

1. [0 & 3454 Gillsville Highway | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 30.78± acre tract located on the south side of Gillsville Highway \(GA-323\), approximately 370 feet from its intersection with East Hall Road | Zoned AR-IV; Tax Parcels 15016 000158A & 000028C | Proposed Use: 20-lot residential subdivision | ** Commission District 3 | Sabina Chowdhury, applicant](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.
 - b. **Traffic:** GA DOT driveway permit required
 - c. **Utilities:** NO sanitary sewer in area.

NEW BUSINESS

2. [\(A\) 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 Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#)
[\(B\) 1954 Mountain View Road | Variance | 17.240.010. to reduce the front yard setback along Mountain View Road | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#)
[\(C\) 1954 Mountain View Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | 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.
3. [\(A\) 3193 Wallace Road | Variance | 17.240.010. to reduce the front yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | Proposed Use: Single-family residence | * Commission District 3 | Julia Del Toro, applicant](#)
[\(B\) 3193 Wallace Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | Proposed Use: Single-family residence | * Commission District 3 | Julia Del Toro, applicant](#)
- a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.
4. [\(A\) 5248 Byers Road | Variance | 17.240.010. to reduce the right side yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | Proposed Use: Detached garage | * Commission District 2 | Hector J & Teresa Villeda, applicant](#)
[\(B\) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | Proposed Use: Detached garage | * Commission District 2 | Hector J & Teresa Villeda, applicant](#)
[\(C\) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | Proposed Use: Single-family residence | * Commission District 2 | Hector J & Teresa Villeda, applicant](#)
- a. **Engineering:** Drainage easement may be changed, but must enter and exit in the place as the final plat PB:40 PG:242.
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.
5. [3117 Athens Highway | Variance | 17.420.060. to allow for additional wall signs | on a 34.52± acre tract located on the north side of Athens Highway \(GA-129\) at its intersection with Roy Parks Road | Zoned I-I \(GCOD\); Tax Parcel 15024 000036 | Purpose: Wall sign | * Commission District 3 | Agile Cold Storage c/o John Blan, applicant](#)
- a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.

6. [5820 McEver Road | Amend Conditions of Zoning | on a 3.57± acre tract located on the west side of McEver Road at its intersection with Lights Ferry Road | Zoned H-B, Tax Parcel 08119 000003 | Proposed Use: Gas station and convenience store | ** Commission District 2 | Nabeel Group of Companies, 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.
 - b. **Traffic:** Driveway to be reviewed during plan review
 - c. **Utilities:** No Hall County sewer in area.

7. [2052 Spring Road | Reestablishment of a Nonconforming Use | on a 0.19± acre tract located on the north side of Spring Road, approximately 237 feet from its intersection with Skelton Road | Zoned H-B, Tax Parcel 00122 002010 | Proposed Use: Single-family residence | ** Commission District 4 | Ashley Xitlaly Ruelas, applicant](#)
 - a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.

8. [\(A\) 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 side 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:** Show stream buffer and impervious setback from wooded vegetation not centerline of stream.
As this subdivision is greater than 6 lots on an existing road a stormwater management report prepared by a professional engineer will be required.
Show FEMA and Hall County studied Flood plains that are present on site.
 - b. **Traffic:** Provide sight distance for each drive
Common access drive will need to meet County standards and go through the development review process.
 - c. **Utilities:** No comment.

9. [\(A\) 4518 & 4520 Cagle Road | Rezone | from Agricultural Residential III \(AR-III\) to Light Industrial \(I-I\) & Gateway Corridors Overlay District \(GCOD\) | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Permitted uses in light industrial zoning district | ** Commission District 3 | Rochester|DCCM, applicant](#)
[\(B\) 4518 & 4520 Cagle Road | Use Subject to County Commission 17.420.050 for outdoor storage within GCOD | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Outdoor storage | ** Commission District 3 | Rochester|DCCM, applicant](#)

- a. **Engineering:** Show stream buffer and impervious setback from wretched vegetation not centerline of stream
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
- b. **Traffic:** GA DOT permit required
- c. **Utilities:** Sanitary sewer on SR 365

10. [5991 Swansey Road | Amend Conditions of Zoning | on a 38.45 ± acre tract located on the south side of Swansey Road approximately 476 feet from its intersection with Circle Four Ranch | Zoned PRD, Tax Parcel 15048 000034 | Proposed Use: 100-lot subdivision | ** Commission District 1 | Abernathy Engineering Group, applicant](#)

- a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
Show stream buffer and impervious setback from wretched vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.
- b. **Traffic:** Needs to be reviewed by legal
- c. **Utilities:** No comment.

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Tuesday, July 2, 2024 4:21 PM
To: Anael Dominguez (CDI: Planning)
Cc: Beth Garmon (CDI: Planning)
Subject: Fire Comments

Monday, August 5, 2024 Hall County Planning Commission Meeting.

1. [\(A\) 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 side 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 | Use Subject to County Commission Approval | 17.70.040 for a subdivision | on a 47.61± acre tract located on the west side 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](#)
[\(C\) 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 side 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](#)

[The Hall County Fire Marshal's Office considers the plan conceptual in nature and if approved may require modifications during the development review process.](#)

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org



Print

Board of Commissioners Work Session Comments - August 5, 2024 - Submission #99123

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 8, 2024 Work Session of the Hall County Board of Commissioners.

First Name*

Georgia

Last Name*

Smith

Address1*

5238 Dudley Hill Rd

Address2

City*

Gainesville

State*

GA

Zip*

30506-2341

Your Comments*

That Property is RESIDENTIAL/ Agricultural and I only want to see ONE house , Garage , Shed , Barn Cows , Horse , Goats ...I say NO to rezoning this Property. we already have to much Traffic on Dudley Hill Rd . Plus Price Rd all ready has more traffic since the Property net to CVS and Thompson Bridge Rd was been built..Plus previous owner clear cut all the trees and ROOTS without a permit and far as i know never received a fine.with Erosion trouble just last week a tree fall down on Dudley Hill Rdthe owner left piles of roots and tried to burn them which everybody on Dudley Hill Rd and Waterwood Dr call the Fire Dept many times.

Please write your comments in the box above.

File Upload

No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

diana.dixxon@yahoo.com 973-534-6866

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

Print

Board of Commissioners Work Session Comments - August 5, 2024 - Submission #99124

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 8, 2024 Work Session of the Hall County Board of Commissioners.

First Name*

Georgia

Last Name*

Smith.

Address1*

5238 Dudley Hill Rd

Address2

City*

Gainesville

State*

GA

Zip*

30506-2341

Your Comments*

That Property is RESIDENTIAL/ Agricultural and I only want to see ONE house , Garage , Shed , Barn Cows , Horse , Goats ...I say NO to rezoning this Property. we all ready have to much Traffic on Dudley Hill Rd . Plus Price Rd all ready has more traffic since the Property net to CVS and Thompson Bridge Rd was been built..Plus previous owner clear cut all the trees and ROOTS without a permit and far as i know never received a fine.with Erosion trouble just last week a tree fall down on Dudley Hill Rdthe owner and left piles of roots and tried to burn them which everybody on Dudley Hill Rd and Waterwood Dr call the Fire Dept many times.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

diana.dixon@yahoo.com 973-534-6866

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

Anael Dominguez (CDI: Planning)

From: Diana Milne-Smith <diana30506@gmail.com>

Sent: Tuesday, June 18, 2024 3:31 PM

To: Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>; Gmail <diana30506@gmail.com>

Subject: 5181 Dudley Hill Rd June-18-2024

You don't often get email from diana30506@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sent from [Mail](#) for Windows

I got a letter about 5181 Dudley Hill rd he wants to put 20 house on it.. I say NO WAY..

When I called they gave me planningathallcounty.org and to say my peace.. well I don't know

Where I'm suppose to write anything. Please send me the link asap..

There is no way in H"" I want 20 homes across the street from me and there is all ready lots of cars from the
Traylor park.. that property is zone for 1 house only and that is all I want to see ..

Thank you Diana Smith 5239 Dudley Hill Rd Gainesville GA 30506

Print

Planning Commission Comments - Aug. 5, 2024 - Submission #99122

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Diana

Last Name*

Smith

Address1*

5238 Dudley Hill Rd

Address2

City*

Gainesville

State*

GA

Zip*

30506

Zoning Item for Comment*

5181 Dudley Hill Road | Rezone

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

That Property is RESIDENTIAL/ Agricultural and I only want to see ONE house , Garage , Shed , Barn Cows , Horse , Goats ...I say NO to rezoning this Property. we all ready have to much Traffic on Dudley Hill Rd . Plus Price Rd all ready has more traffic since the Property net to CVS and Thompson Bridge Rd was been built..Thank You Diana Smith

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Category Planning & Zoning has received a new request.

Here is what we have on file:

All

#1815

Category: Planning & Zoning
Priority: 3
Assigned To: Crowe Sarah
Submitted: 6/3/2024 11:01 PM
Source: Website 172.71.30.10

SUBMITTER

Ivan Vilcov
5224 Dudley hill rd
Gainesville, GA 30503

[View Request](#)

CONTACT

megatrust.nc@gmail.com
8436800908

5181 DUDLEY HILL RD DUDLEY
HILL RD
GAINESVILLE, GA 30506

REQUEST DETAILS

Description

My wife and I reside at across from 5181. We object access to the 20 single residential homes from dudley hill rd. The reason is that the road is too narrow for more traffic and extremely dangerous because of the curves. That being said, unless the county widens the road to allow for more traffic, we strongly oppose the access from dudley hill rd, especially since it's across from our driveway. It's extremely dangerous getting on the road from our driveway now...and having this proposed access across from our driveway will make it unsafe for us. If you don't consider our concern, we will then we will have to look at taking legal action. Thank you!

Your Information

Name
Ivan Vilcov
Fax Number
Email Address
megatrust.nc@gmail.com
Preferred Contact Method
email

Print

Planning Commission Comments - Aug. 5, 2024 - Submission #99139

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

kathy

Last Name*

zuzock

Address1*

5413 waterwood drive

Address2

City*

Gainesville

State*

GA

Zip*

30506-2341

Zoning Item for Comment*

5181 Dudley Hill Road | Rezone

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

there is already too much traffic on dudley hill road, & rezoning will only exasperate the situation. Dudley Hill Road was not designed to handle that kind of volume!!!!

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Print

Planning Commission Comments - Aug. 5, 2024 - Submission #99127

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

MaryAnn

Last Name*

Milne

Address1*

5238 Dudley Hill Rd

Address2

City*

Gainesville

State*

GA

Zip*

30506-2341

Zoning Item for Comment*

5181 Dudley Hill Road | Rezone

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

My daughter was right this area looks just like home, open spaces , farm land..I say NO to Rezoning 5181 Dudley Hill Rd.. i have already notice more traffic on Price rd since that property next to CVS was built.I moved in with my Daughter 4 years ago.stop cutting down all the tree we need them to breath! NO TO REZONING 5181 Dudley Hill Rd.. Thompson Bridge Rd was to much new building also.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

All

#1851

Category:	Planning & Zoning	SUBMITTER
Priority:	3	Ralph Smith
Assigned To:	Crowe Sarah	5238 Dudley hill road
Submitted:	7/25/2024 1:24 PM	Gainesville, GA 30506
Source:	Website 172.68.70.245	CONTACT
		smithdiral@gmail.com

[View Request](#)

5181 Dudley hill road
Gainesville, Georgia
30506

REQUEST DETAILS

Description

The rezoning of this property absolutely should not go through. They want to put a development there. A few years ago a company wanted to develop an area close to this site. This area is off Price road which the company was told they could not develop until Price road was widened and improved witch has not been done and approving this zoning change could open up law suits for not approving others. Mainly though Price road and especially dudley hill road could not take this kind of extra traffic. Thankyou for listening to me on this subject.

Your Information

Name

Ralph Smith

Fax Number

Email Address

smithdiral@gmail.com

Preferred Contact Method

email

Print

Planning Commission Comments - Aug. 5, 2024 - Submission #99129

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Robert

Last Name*

Milne

Address1*

5238 Dudley Hill Rd

Address2

City*

Gainesville

State*

GA

Zip*

30506-2341

Zoning Item for Comment*

5181 Dudley Hill Road | Rezone

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

My daughter was right this area looks just like home, open spaces , farm land..I say NO to Rezoning 5181 Dudley Hill Rd.. i have already notice more traffic on Price rd since that property next to CVS was built.I moved in with my Daughter 4 years ago.stop cutting down all the tree we need them to breath! NO TO REZONING 5181 Dudley Hill Rd.. Thompson Bridge Rd was to much new building also!!! DO NOT REZONE

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Print

Planning Commission Comments - Aug. 5, 2024 - Submission #99125

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Sonny

Last Name*

Smith

Address1*

5238 Dudley Hill Rd

Address2

City*

Gainesville

State*

GA

Zip*

30506-2341

Zoning Item for Comment*

5181 Dudley Hill Road | Rezone

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

That Property is RESIDENTIAL/ Agricultural and I only want to see ONE house , Garage , Shed , Barn Cows , Horse , Goats ...I say NO to rezoning this Property. we all ready have to much Traffic on Dudley Hill Rd . Plus Price Rd all ready has more traffic since the Property net to CVS and Thompson Bridge Rd was been built..Plus previous owner clear cut all the trees and ROOTS without a permit and far as i know never received a fine.with Erosion trouble just last week a tree fall down on Dudley Hill Rdthe owner and left piles of roots and tried to burn them which everybody on Dudley Hill Rd and Waterwood Dr call the Fire Dept many times.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: BLUM & CAMPBELL, LLC c/o Jody CAMPBELL

REQUEST: REZONE FROM AR-III TO R-1L FOR A 20-LOT SINGLE-FAMILY DEVELOPMENT

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	&	COUNTY COMMISSION
Date: <u>Aug 5, 2024 24</u>		Date: <u>Sept. 10, 2024</u>
Time: <u>5:15 p.m.</u>		Time: <u>6:00 p.m.</u>

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA.
FOR MORE INFORMATION CALL: (770) 531-6809

Jul 12, 2024 10:21:35
5232 Dudley Hill Road
Gainesville
Hall County
Georgia

THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: BLUM & CAMPBELL, LLC C/O JODY CAMPBELL
REQUEST: USE SUBJECT TO COUNTY COMMISSION APPROVAL
FOR A 20-LOT SINGLE FAMILY DEVELOPMENT

PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION Date: AUG 05, 2024
COUNTY COMMISSION Date: SEPT 10, 2024
Time: 5:15 PM & Time: 6:00 PM
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: BLUM & CAMPBELL, LLC C/O JODY CAMPBELL
REQUEST: REZONE FROM AR-III TO R-1-L FOR A 20-LOT
SINGLE-FAMILY DEVELOPMENT

PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION Date: Aug. 5, 2024
COUNTY COMMISSION Date: Sept. 10, 2024
Time: 5:15 p.m. & Time: 6:00 p.m.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: BLUM & CAMPBELL, LLC C/O JODY CAMPBELL
REQUEST: VARY COMMON ACCESS DRIVEWAY STANDARDS
TO ALLOW ACCESS TO MORE THAN 5 LOTS

PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION Date: Aug 5 2024
COUNTY COMMISSION Date: Sept 10 2024
Time: 5:15 p.m. & Time: 6:00 p.m.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

Jul 12, 2024 10:18:58
5154 Dudley Hill Road
Gainesville
Hall County
Georgia



AGENDA ITEM

Planning & Zoning

REPORT TO: Work Session (09/09/24)

REPORT TO: Voting Meeting (09/10/24)

ITEM NO: 480/2024

SUBJECT: **5181 Dudley Hill Road | Use Subject to County Commission Approval |** 17.70.040 for a subdivision | on a 47.61± acre tract located on the west side 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**

Meetings:

Work Session Date: 09/09/24

Voting Meeting Date: 09/10/24

Executive Summary:

Presenter: BG
Recommendation: Denial.

Purpose of Request: **5181 Dudley Hill Road | Use Subject to County Commission Approval |** 17.70.040 for a subdivision | on a 47.61± acre tract located on the west side 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**

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
AD	BG	WLI	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Maps
Deed
Legal Description
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Public 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 26, 2024

Subject: **5181 Dudley Hill Road | Use Subject to County Commission Approval | 17.70.040 for a subdivision | on a 47.61± acre tract | Proposed Use: 20-lot single-family development | Blum & Campbell, LLC c/o Jody Campbell, applicant**

The request before you is the request of Blum & Campbell, LLC c/o Jody Campbell for a Use Subject to County Commission Approval to allow a 20-lot single-family development. This item is located within Commission District 2.

At their August 5, 2024 meeting, the Hall County Planning Commission voted to recommend denial **(4-0, Varner absent)**.

Staff recommendation: **Approval, with conditions**, as the proposed use is consistent the "Lake Area Residential" future land use classification within the Comprehensive Plan.

There were **ten (10) comments submitted** in advance of the Planning Commission meeting and **no one spoke during the public hearing**.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Blum & Campbell, LLC c/o Jody Campbell

Request **(A)** Rezone | from Agricultural Residential III (AR-III, 17.110) to Residential-I-Low-Density (R-I-L, 17.70)
(B) Use Subject to County Commission Approval | 20-lot single-family development
(C) Variance | 12.40.180 to allow for a common access drive to serve more than five lots

Proposed Use 20-lot single-family development

Size 47.61± acres

Zoning Current: Agricultural Residential III (AR-III, 17.110) | Proposed: Residential-I-Low-Density (R-I-L, 17.70)

Location **5181 Dudley Hill Road** | Tax parcel 11131 000001A

Commission District Two

Planning Commission Date August 5, 2024

Staff Recommendation **(A) Approval, with conditions**, as the proposed use is consistent with the “Lake Area Residential” future land use classification within the Comprehensive Plan; and
(B) Approval, with conditions, as the proposed use is consistent the “Lake Area Residential” future land use classification within the Comprehensive Plan; and
(C) Denial, as no hardship exists pursuant to the criteria of 2.60.030

Record Number(s) HZON24-0015, HZCU24-0025, & HVAR24-0027

- Planning Commission Recommendation.....(A) Denial
Vote: 4-0 (Varner absent)
- (B) Denial
Vote: 4-0 (Varner absent)
- (C) Denial
Vote: 4-0 (Varner absent)

Excerpts from the minutes of the August 5, 2024 meeting

Applicant’s Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Jody Campbell, 3000 Langford Road, Peachtree Corners, presented the request stated that the topography of the road creates a hardship and is the reason why they are requesting the common access drive variance.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Mr. Braswell stated that the common driveway will require an easement that might intervene with the views of the vistas. The applicant stated that the vistas will be further back in the rear of the lot. Mr. Braswell stated that there is usually a stormwater concept presented at this time. The applicant stated that they will provide stormwater plans during the LDP process. Ms. Pilcher stated that it is odd to have property split up by a common driveway. The applicant stated that the shared driveway will be safer than having 20 separate driveways onto Dudley Hill Road. Mr. Braswell questioned who will maintain the driveway. The applicant stated that it will be added to the covenants for the entire community to pay for it or only by those who benefit from this drive. Mr. Hunt questioned if there was a traffic count. The applicant stated that there was not since it was not required. Mr. Sosebee questioned the price point. The applicant stated there is not a price point established yet. Mr. Braswell stated that there were opposition comments submitted in advance of the Planning Commission Meeting by Georgia Smith, Diana Smith, Ivan Vilcov, Kathy Zuzock, MaryAnn Milne, Ralph Smith, Robert Milne, and Sonny Smith.

A
Motion: A motion to deny was made by Ms. Pilcher and seconded by Mr. Hunt. Vote: 4-0 (Varner absent)

B
Motion: A motion to deny was made by Ms. Pilcher and seconded by Mr. Sosebee. Vote: 4-0 (Varner absent)

C
Motion: A motion to deny was made by Ms. Pilcher and seconded by Mr. Sosebee. Vote: 4-0 (Varner absent)

(A) & (B) Staff recommends APPROVAL of the applicant's requests with the following conditions:

1. The property shall be developed in accordance with the site plan dated April 24, 2024, and as described in the project narrative dated April 19, 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 20 single-family lots in accordance with the requirements of the Residential-I-Low-Density (R-I-L, 17.70) zoning district as detailed in Area and Setback Requirements (17.240).
3. Access to the development shall be approved by the Hall County Engineering Department and all traffic engineering standards shall be met. All associated costs shall be the sole responsibility of the developer.
4. The completed covenants for the subdivision and the documents establishing the property owner's association shall be submitted for review and approval by the Director of Planning and Zoning. These documents shall include a provision that would assure maintenance of the common access driveway 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.
5. A stormwater management report prepared by a professional engineer shall be required.
6. 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."
7. 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.
8. All conditions of zoning shall be made part of any plats created for the property.

Summary Analysis

The applicant has submitted three concurrent requests for a proposed residential development: to rezone approximately 47.61 acres of property from Agricultural Residential III (AR-III, 17.110) to Residential-I-Low-Density (R-I-L, 17.70); a request to subdivide the subject property as a use subject to County Commission approval for a 20-lot single-family subdivision; and a variance to allow for a common access drive to serve more than five lots for the residential subdivision.

According to the submitted site plan, Lots 15-20 are located within a flood zone and a stream located along the western property line feeds into a pond located along the western edge of proposed Lots 17-20. The property is currently undeveloped.

Per the submitted narrative, the applicant is requesting to rezone and subdivide the subject parcel into 20 lots to construct single family residences. The applicant is also requesting a variance to provide a common access driveway for Lots 3-12. All proposed lots meet the minimum lot area and frontage requirements for Residential-I-Low-Density (R-I-L, 17.70) as established in Table 17.240.010.

While architectural standards are not required within the Residential-I-Low-Density (R-I-L) zoning district, the narrative states the following elements will be included as part of the proposed development:

- Minimum 1,800 heated square feet
- Minimum 3 bedrooms and 2 bathrooms
- Two-car garage
- Architectural elements to include Hardi-plank, brick, and stone-type materials

Per the submitted site plan, the development includes a common access driveway that will connect to Lots 3-12 by creating two access points on Dudley Hill Road. Common access driveways and the associated standards for construction are specified in section 12.40 of the Official Code of Hall County. These standards include a minimum easement width of 30 feet, minimum roadbed width of 20 feet, and pavement type. Lots 1, 2, and 13-20 will access Dudley Hill Road from individual private driveways. The proposed density is 0.42 units per acre.

Per the submitted narrative, water service will be provided by City of Gainesville Department of Water Resources with service confirmed in a letter submitted April 22, 2024. Sanitary sewer services will be provided by private septic systems.

One (1) **variance** to allow for a common access drive to serve more than five lots will be required if the site plan, as presented, is approved.

- Common access drives are to serve no more than five parcels or lots as found in 12.40.180 for driveway construction.
 - The applicant is proposing a common access drive to serve ten lots.

The proposed site plan and narrative submitted reflects the desired layout of Lots 1 through 20 as follows:

Residential-I-Low-Density (R-I-L, 17.70) Standards	Required	Proposed
Lot Area	43,560 square feet (approximately 1 acre)	Lot 1: 1.97 acres Lot 2: 2.30 acres Lot 3: 2.05 acres Lot 4: 2.48 acres Lot 5: 2.60 acres Lot 6: 2.43 acres Lot 7: 2.36 acres Lot 8: 2.29 acres Lot 9: 2.14 acres Lot 10: 1.98 acres Lot 11: 2.05 acres Lot 12: 2.11 acres Lot 13: 2.23 acres Lot 14: 2.34 acres Lot 15: 2.38 acres Lot 16: 2.38 acres Lot 17: 2.53 acres Lot 18: 2.85 acres Lot 19: 2.75 acres Lot 20: 3.38 acres
Lot Frontage	Local Road: 50 feet	50 feet
Lot Width at Building Line	75 feet	None Listed
Front Yard Setback	65 feet from centerline of road or 40 feet from property line, whichever is greater	65 feet from the centerline of Dudley Hill Road
Side Yard Setback	15 feet	15 feet
Rear Yard Setback	25 feet	25 feet

Based on the future land use plan, staff finds the requested *is consistent* with the Hall County Comprehensive Plan future land use designation of “Lake Area Residential” which supports low density residential development of up to one unit per acre. The intent of this land use category is to support the preservation of established neighborhoods and to support the creation of opportunities for permanent and vacation residences similar in land use patterns to Residential Areas but at lower residential densities. Future development will continue to be detached, single-family homes at low densities. The Lake Area Residential designation envisions a maximum density of 1 dwelling unit per acre. The development has an overall proposed density of 0.42 units per acre.

Zoning Analysis – Rezone and Conditional Use

Per Planning Commission and Hall County Commission consideration and decision (17.380.060), the board shall study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry shall be considered, to wit:

(A) Rezone | from Agricultural Residential III (AR-III, 17.110) to Residential-I-Low-Density (R-I-L, 17.70)

(B) Use Subject to County Commission Approval | 20-lot single family development

(C) Variance | 12.40.180 to allow for a common access drive to serve more than five lots

1. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed rezoning and conditional use for a 20-lot subdivision is consistent with the use, development and zoning of adjacent and nearby properties as most neighboring parcels are zoned Residential-Low-Density (R-I-L) and Agricultural Residential III (AR-III). The applicant’s request for a common access driveway for more than 5 lots reduces the number of access points onto Dudley Hill Road, however, it exceeds the limit of lots specified to access a common driveway.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is not anticipated that the proposed rezoning or subdivision will adversely affect adjacent properties.**
3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property appears to have reasonable economic use as currently zoned Agricultural Residential-III (AR-III), but the applicant cannot rezone, subdivide, or utilize a common access driveway for more than 5 lots without Board of Commissioner approval.**
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **It is not anticipated that the proposed rezoning, subdivision, or common access driveway for more than 5 lots will result in an excessive or burdensome use of existing infrastructure. The proposal has received an availability letter for water, and will utilize private on-site septic systems. The Hall County Public Works Department has stated that the common access driveway must meet county standards and will be reviewed during the development review process.**
5. Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the Comprehensive Plan and the “Lake Area Residential” land use designation. This land use designation envisions a maximum density of 1 dwelling unit per acre. The proposed development has an overall density of 0.42 units per acre.**

6. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**
7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**
8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**
9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property is currently undeveloped.**
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions affecting the use or development of the property.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The surrounding parcels consist of Agricultural Residential-III (AR-III) and Residential-I-Low-Density (R-I-L) zoning. No isolated zoning district would be created if approved.**
12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the county as a whole.**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The subdivision of land within the Residential-I-Low-Density zoning district (R-I-L, 17.70) requires Board of Commissioner approval.**
15. Whether the need for rezoning could be handled instead by a variance request to the [planning commission]; **The request is for rezoning and a conditional use to subdivide the property into**

20 single family residential lots which could not be handled instead by a variance. A variance has been requested for a common access drive for more than 5 lots.

16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

17.380.050. - Submission requirements

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in [chapter 17.30](#) to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **The proposal meets the requirement, and the applicant understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
 1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **The proposal does provide a narrative outlining the intent of the request; however, the applicant has not prepared a response to each of the criteria listed in 17.380.060.C.**
 2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets this requirement.**
- C. For any application for a slow rate land treatment system (see [chapter 17.20](#)), the following additional requirements apply. **The proposed development will utilize public water and private on-site septic systems, as such, this is not applicable.**

- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **This standard is not applicable to the applicant's request**

Development Support and Constraints / Departmental Comments

Hall County Environmental Health

In an email dated June 28, 2024, Emily McGahee stated, "All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process."

Hall County Fire Marshal

In an email dated May 29, 2024, Jeff Suggs, NPQ Fire Inspector, Fire Investigator provided the following:

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.

In an email dated July 2, 2024, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated, "The Hall County Fire Marshal's Office considers the plan conceptual in nature and if approved may require modifications during the development review process."

Hall County Public Works and Utilities

In a memo dated July 5, 2024, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:

Show stream buffer and impervious setback from wrested vegetation not centerline of stream.

As this subdivision is greater than 6 lots on an existing road a stormwater management report prepared by a professional engineer will be required.

Show FEMA and Hall County studied Flood plains that are present on site.

Traffic:

Provide sight distance for each drive.

Common access drive will need to meet County standards and go through the development review process.

Utilities

No comments.

Georgia Department of Transportation

In an email dated July 3, 2024, Veronica Chavers, D1TO Civil Engineer 3, stated that GDOT coordination is not required.

PLANNING AND DEVELOPMENT DEPARTMENT
 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA. 30504
 MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
 t: 770-531-6809 | f: 770-531-3902



ZONING APPLICATION

Applicant (Name & Mailing Address)	Property Owner (Name & Mailing Address)
<u>Blum & Campbell, LLC c/o Jody Campbell</u>	<u>Kevin & Kecia Garland</u>
<u>3000 Langford Rd., Building 100</u>	<u>1625 Candler Rd</u>
<u>Peachtree Corners, GA 30071</u>	<u>Gainesville, GA 30507</u>
Phone <u>470-368-2890</u>	Phone <u>404-797-3819</u>
Email Address <u>Jody@blumcampbell.com</u>	Email Address <u>Keciasgarland@gmail.com</u>
Proposed Use <u>2 Destate lot subdivision</u>	

Contact Person (Name & Mailing Address)
Jody Charles Campbell
Address stated above

 Phone _____
 Email Address Jody@blumcampbell.com

Status of Applicant **Requested Action**

Owner Existing Zoning: AR-111

Option to Purchase Rezone to: R-1L

Area Resident Fee: \$ 1,000

Other Receipt #: _____

Check #: _____

Tax Parcel Number 11131 000001A Acreage 55.07
 Location Address 5181 Dudley Hill Rd., Gainesville, GA 30506

I hereby certify that the above information and all attached information are true and correct.
 Sign _____ Date: 4/19/24

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.
 Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Blum & Campbell, LLC c/o Jody Campbell
 3000 Langford Rd, Building 100
 Peachtree Corners, GA 30071

Phone 470-365-2890

Email Address Jody@blumcampbell.com

Proposed Use 20 estate lot subdivision

Property Owner (Name & Mailing Address)

Kevin & Kecia Garland
 1625 Candler Rd
 Gainesville, GA 30507

Phone 404-797-3819

Email Address keciasgarland@gmail.com

Contact Person (Name & Mailing Address)

Jody Charles Campbell
 Address stated above

Phone _____

Email Address above

Tax Parcel Number 11131 000001A

Location Address 5181 Dudley Hill Rd, Gainesville, GA 30506

Status of Applicant

- Owner
- Option to Purchase
- Area Resident
- Other

Zoning: _____

Acreage 47.61

Requested Action

- Permissive Use:
- HCPC
 - HCC

Fee: \$ _____

Receipt #: _____

Check #: _____

I hereby certify that the above information and all attached information are true and correct.

Sign  Date: 4/25/2024

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: _____

PLANNING AND DEVELOPMENT DEPARTMENT
 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
 MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
 t: 770-531-6809 | f: 770-531-3902



VARIANCE APPLICATION

Applicant (Name and Mailing Address)

Blum & Campbell, LLC, Jody Charles Campbell

3000 Langford Road, Bldg. 100

Peachtree Corners, Georgia 30071

Phone 470-365-2890

Email Address jody@blumcampbell.com

Location of Property 5181 Dudley Hill Road, Gainesville, Georgia 30506

Present Zoning AR-111 Existing Structures _____

Property Owner (Name and Mailing Address)

Kevin and Kecia Garland

1625 Candler Road

Gainesville, Georgia 30507

Phone 404-797-3819

Email Address keciasgarland@gmail.com

- Type of Appeal: Common Access Driveway for 10 lots (12.40.180)
- | | | |
|---|--|--|
| <input type="checkbox"/> Setback Variance | <input type="checkbox"/> Front Yard | From ___ ft. to ___ ft. |
| <input type="checkbox"/> Road Frontage Variance | <input type="checkbox"/> Right Side Yard | From ___ ft. to ___ ft. |
| <input type="checkbox"/> Sign Variance | <input type="checkbox"/> Left Side Yard | From ___ ft. to ___ ft. |
| <input type="checkbox"/> Hardship Mobile Home | <input type="checkbox"/> Rear Yard | From ___ ft. to ___ ft. |
| | <input type="checkbox"/> Road Frontage | From ___ ft. to ___ ft. |
| | <input type="checkbox"/> Sign Area | From ___ ft. to ___ ft. |
| | <input type="checkbox"/> Sign Height | From ___ ft. to ___ ft. |
| | <input type="checkbox"/> Doctor's Letter | <input type="checkbox"/> Terms Agreement |

- Supporting Documents: Plat of Property Site Plan
 Deed of Property Floor Plans
 Hardship Statement Other

Hardship Mobile Home:
 I understand that, if granted, the mobile home must be removed from the property when my hardship ceases to exist.

 (Signature)

Fee (Must be paid for application to be complete): \$ _____

I hereby certify that the above information is true & correct to the best of my knowledge.

Sign _____ Date 6/14/24

I hereby withdraw this application.

Sign _____ Date _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ If Appealed County Commission Date: _____

County Commission District: _____

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Kevin Garland, Kecia Garland
Address 1625 Candler Rd
Gainesville, GA 30507
Phone Number 404-797-3819

Name of applicant(s) Jody Campbell - Blum & Campbell
Address 3000 Langford Rd, Building 100
Peachtree Corners, GA 30071
Phone Number 470-365-2890

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)
 Kecia Garland

Personally appeared before me

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public

04-19-2024
Date

**KELLY JOHNSON KNIGHT
NOTARY PUBLIC
Hall County
State of Georgia
My Comm. Expires 12-27-2027**

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____ I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application**

Name of Official(s): N/A Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/~~Owner's~~ Signature:  Date: 4/19/24

Applicant's/~~Owner's~~ Name (Printed): Jody Charles Campbell

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

- (b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____ I have not _____

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature:   Kecia Garland

Date: 4-19-2024

Applicant's/Owner's Name (Printed): Kevin Garland, Kecia Garland

Narrative
5181 Dudley Hill Rd – Gainesville, GA 30506
TAX PARCEL No. 11131 000001A

April 19th, 2024

APPLICANT:

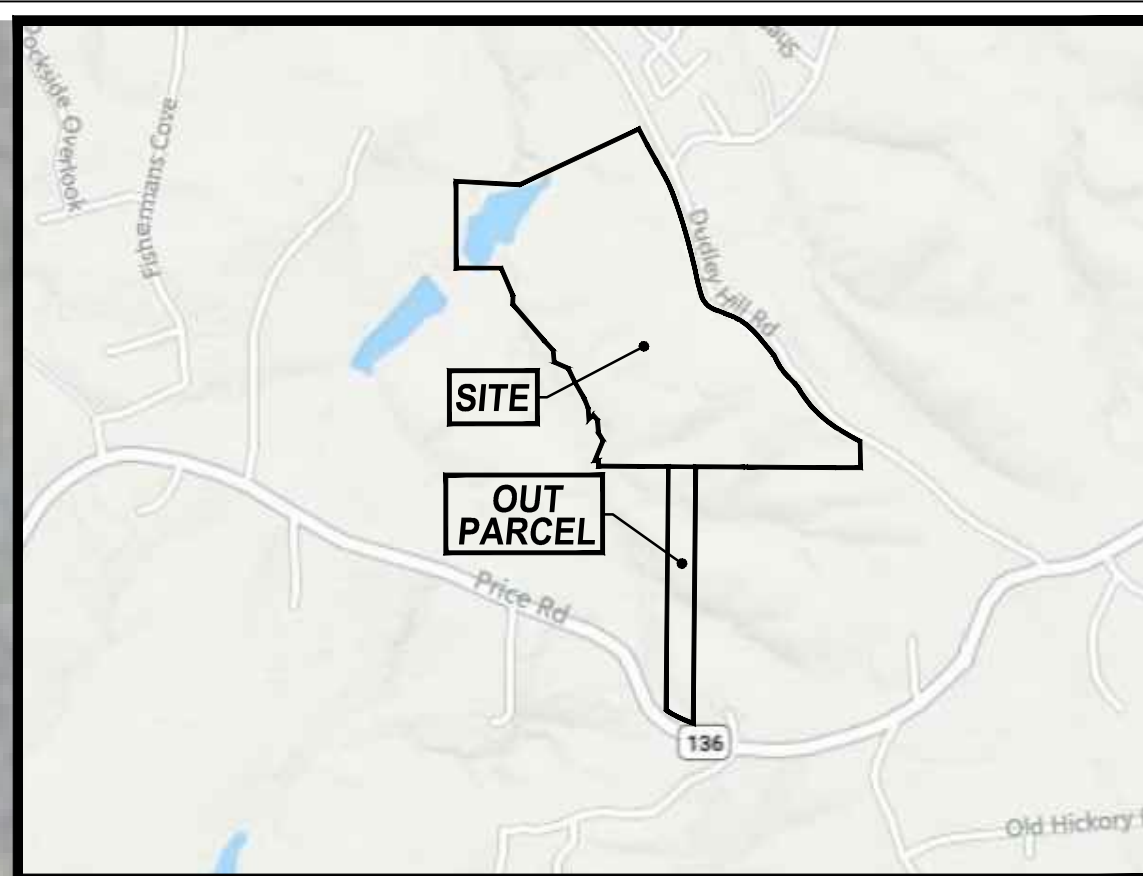
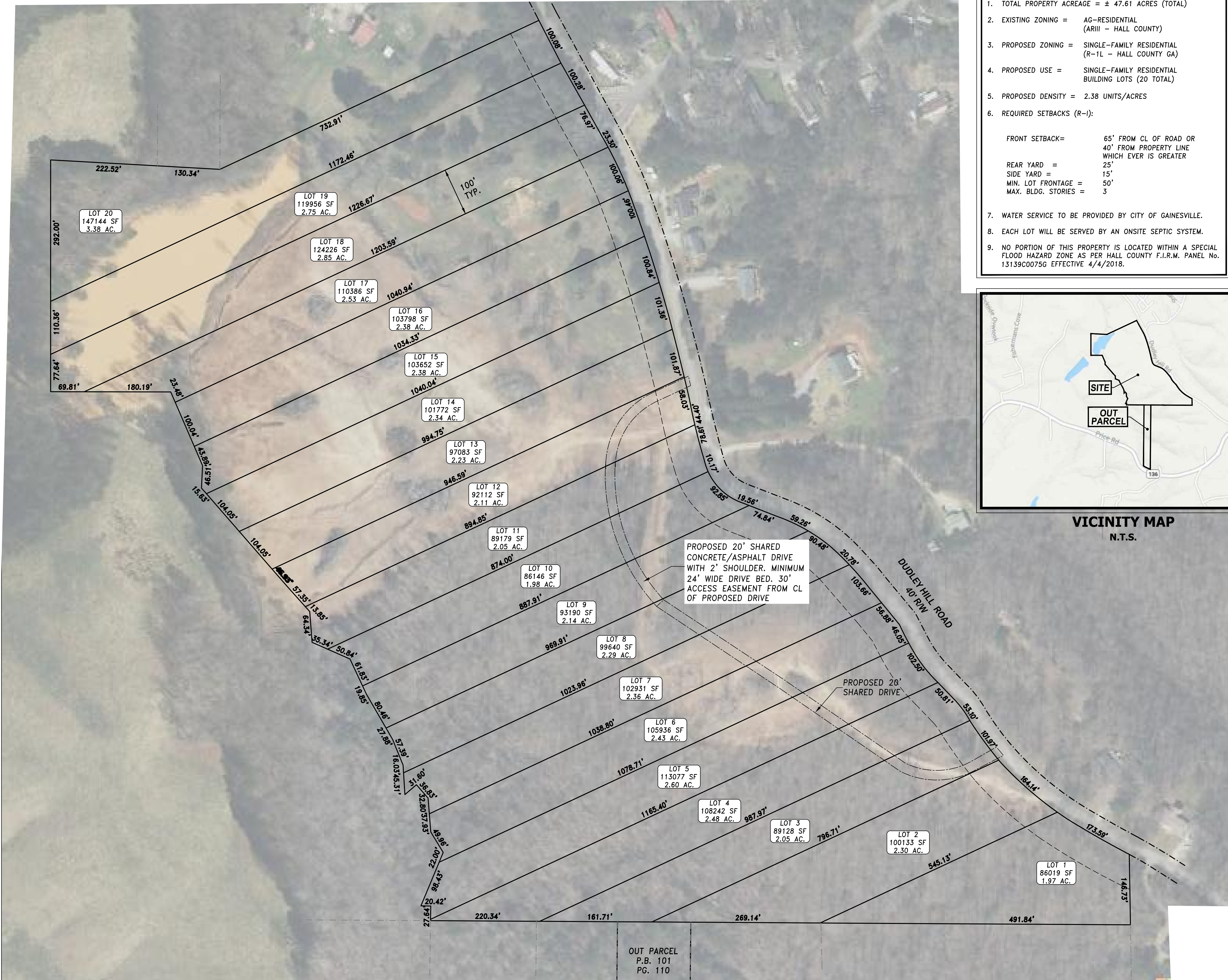
Blum & Campbell – Jody Campbell
3000 Langford Rd Building 100
Peachtree Corners, GA 30071

OWNERS:

Kevin & Kecia Garland
1625 Candler Rd
Gainesville, GA 30507

Application and Conceptual Site Plan for the purpose of subdividing an existing 55.07 acres parcel into twenty (20) residential building lots. The subject property is located along Dudley Hill Road in unincorporated Hall County. The proposed building lots will be a minimum of 1.9 – 3.3 Acres in size and will meet the requirements for the AR-III zoning district. Most of the property is pasture and wooded. Applicant is proposing to build twenty (20) Single-Family Residential Homes on the proposed lots and intend on minimizing the land disturbance as much as feasible for construction. Each home will have a minimum 1,800 S.F.+ of heated floor space and will include a minimum 3+ bedrooms, 2+ bathrooms and a two-car garage. The proposed homes will include attractive architectural elements consisting of hardiplank siding, brick and stone and will meet or exceed the same quality and price point of homes in the surrounding area. Each lot will be on an individual onsite septic system and water will be served by the City of Gainesville. Access will be provided by constructing driveways along Dudley Hill Rd and shared driveways in compliance with the Hall County Building Inspections Division Requirements for new homes. Applicant is requesting a variance to connect the shared driveways on lots 3-12.

The applicant and its representatives welcome the opportunity to meet with Hall County staff to answer any questions or concerns you may have concerning the application.

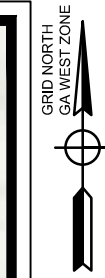
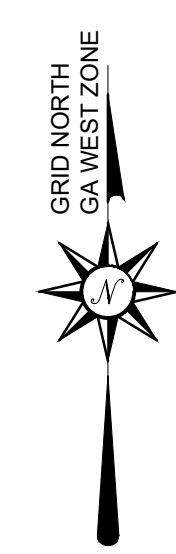


GENERAL NOTES:

- TOTAL PROPERTY ACREAGE = ± 47.61 ACRES (TOTAL)
- EXISTING ZONING = AG-RESIDENTIAL (ARIII - HALL COUNTY)
- PROPOSED ZONING = SINGLE-FAMILY RESIDENTIAL (R-1L - HALL COUNTY GA)
- PROPOSED USE = SINGLE-FAMILY RESIDENTIAL BUILDING LOTS (20 TOTAL)
- PROPOSED DENSITY = 2.38 UNITS/ACRES
- REQUIRED SETBACKS (R-1):
 FRONT SETBACK= 65' FROM CL OF ROAD OR 40' FROM PROPERTY LINE WHICH EVER IS GREATER
 REAR YARD = 25'
 SIDE YARD = 15'
 MIN. LOT FRONTAGE = 50'
 MAX. BLDG. STORIES = 3
- WATER SERVICE TO BE PROVIDED BY CITY OF GAINESVILLE.
- EACH LOT WILL BE SERVED BY AN ONSITE SEPTIC SYSTEM.
- NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE AS PER HALL COUNTY F.I.R.M. PANEL NO. 13139C0075G EFFECTIVE 4/4/2018.

LEGEND

IPF	= IRON PIN SET (1/2" REBAR)
IPF	= IRON PIN FOUND
CMF	= CONCRETE MONUMENT FOUND
OTF	= OPEN TOP PIPE
BM	= BENCHMARK
TBM	= TEMPORARY BENCHMARK
CTP	= CUMP TOP PIPE
LLL	= LAND LOT LINE
N/F	= NOW OR FORMERLY
E	= PROPERTY LINE
BL	= BUILDING LINE
GMD	= GEORGIA MULTI DISTRICT
PB/PD	= PLAT BOOK/PAGE
DB/PD	= DEED BOOK/PAGE
CL	= CENTERLINE
R/W	= RIGHT-OF-WAY
S.S.E.	= SANITARY SEWER EASEMENT
D.E.	= DRAINAGE EASEMENT
B.E.	= BUFFER EASEMENT
U.E.	= UTILITY EASEMENTS
MH	= MANHOLE
CB	= CATCH BASIN
JB	= JUNCTION BOX
HW	= HEADWALL
DI	= DROP INLET
PP	= POWER/UTILITY POLE
FI	= FIRE HYDRANT
GV	= WATER VALVE
INV.	= INVERT ELEVATION
STA.	= STATION
B/C	= BACK OF CURB
EP	= EDGE OF PAVEMENT
SS	= SANITARY SEWER LINE
SWP	= STORM SEWER PIPE
W	= WATER LINE
ELEV.	= ELEVATION
CMP	= CORRUGATED METAL PIPE
RCP	= REINFORCED CONCRETE PIPE
DIP	= DUCTILE IRON PIPE
PVC	= POLYVINYLCHLORIDE PIPE
-910-	= EXISTING CONTOUR ELEVATION
P	= OVERHEAD POWER
T	= OVERHEAD TELEPHONE
F	= FENCE LINE
CL	= BRANCH/CREEK/STREAM CENTERLINE
T.B.R.	= TO BE REMOVED



PREPARED FOR:

PROJECT NAME:
DUDLEY HILL ROAD TRACT

TASK:
REZONING EXHIBIT

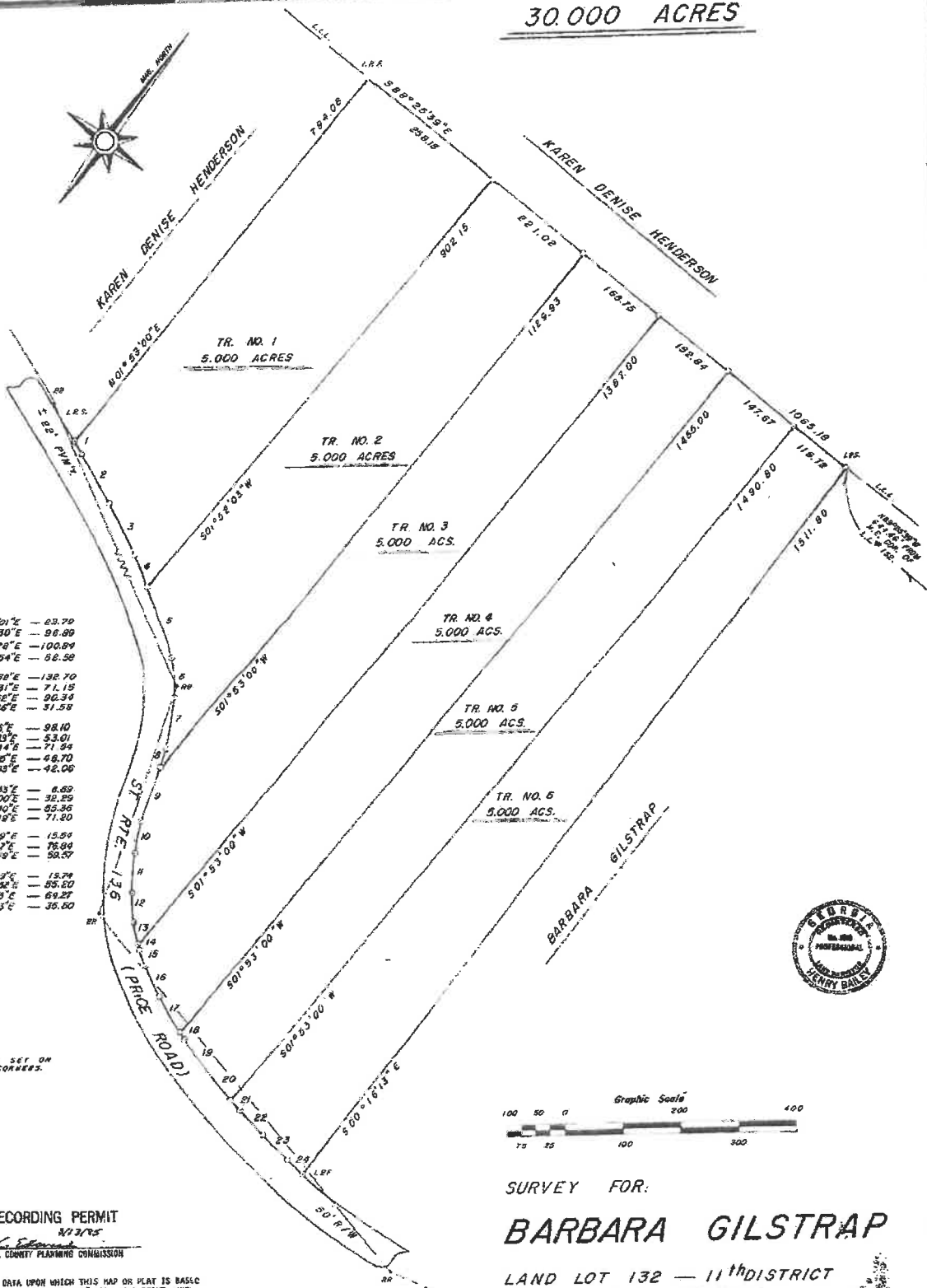
PROJECT INFORMATION:
DUDLEY HILL ROAD TRACT
 Project Name
24-002
 Project Number
5181 DUDLEY HILL ROAD
 Project Address
110 AND 131
 Land Lot No. (s)
11TH
 District
HALL COUNTY, GEORGIA
 County, State

DATE	REVISION	No.	CDW DESIGN	AS SHOWN SCALE
		1	CDW DRAWN	1 of 1
		2	CDW CHECKED	SHEET
		3	DATE	4/24/24
		4		24-002
		5		PROJECT No.
		6		
		7		
		8		
		9		
		0		

GEORGIA811
 Utilities Protection Center, Inc.
 Know what's below. Call before you dig.
 GRAPHIC SCALE: 1" = 100'
 0' 50' 100' 200' 400'

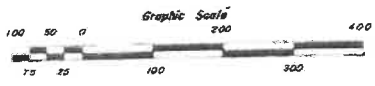
OUT PARCEL
P.B. 101
PG. 110

30,000 ACRES



- 1. 500°28'01"E — 63.70
- 2. 500°16'30"E — 86.89
- 3. 500°19'28"E — 100.84
- 4. 500°00'54"E — 88.50
- 5. 500°37'58"E — 132.70
- 6. 542°48'31"E — 71.15
- 7. 500°30'52"E — 90.34
- 8. 510°16'30"E — 31.53
- 9. 510°46'38"E — 98.10
- 10. 523°38'23"E — 53.01
- 11. 533°00'44"E — 71.95
- 12. 543°28'00"E — 48.70
- 13. 552°38'58"E — 42.00
- 14. 537°30'53"E — 6.83
- 15. 526°03'00"E — 36.29
- 16. 564°07'40"E — 85.36
- 17. 568°52'18"E — 71.20
- 18. 580°33'18"E — 15.54
- 19. 573°31'37"E — 76.06
- 20. 577°03'43"E — 93.57
- 21. 577°33'43"E — 15.74
- 22. 580°32'52"E — 85.20
- 23. 584°37'13"E — 89.27
- 24. 584°17'03"E — 36.60

NOTE:
IRON PINS SET ON
ALL LOT CORNERS.



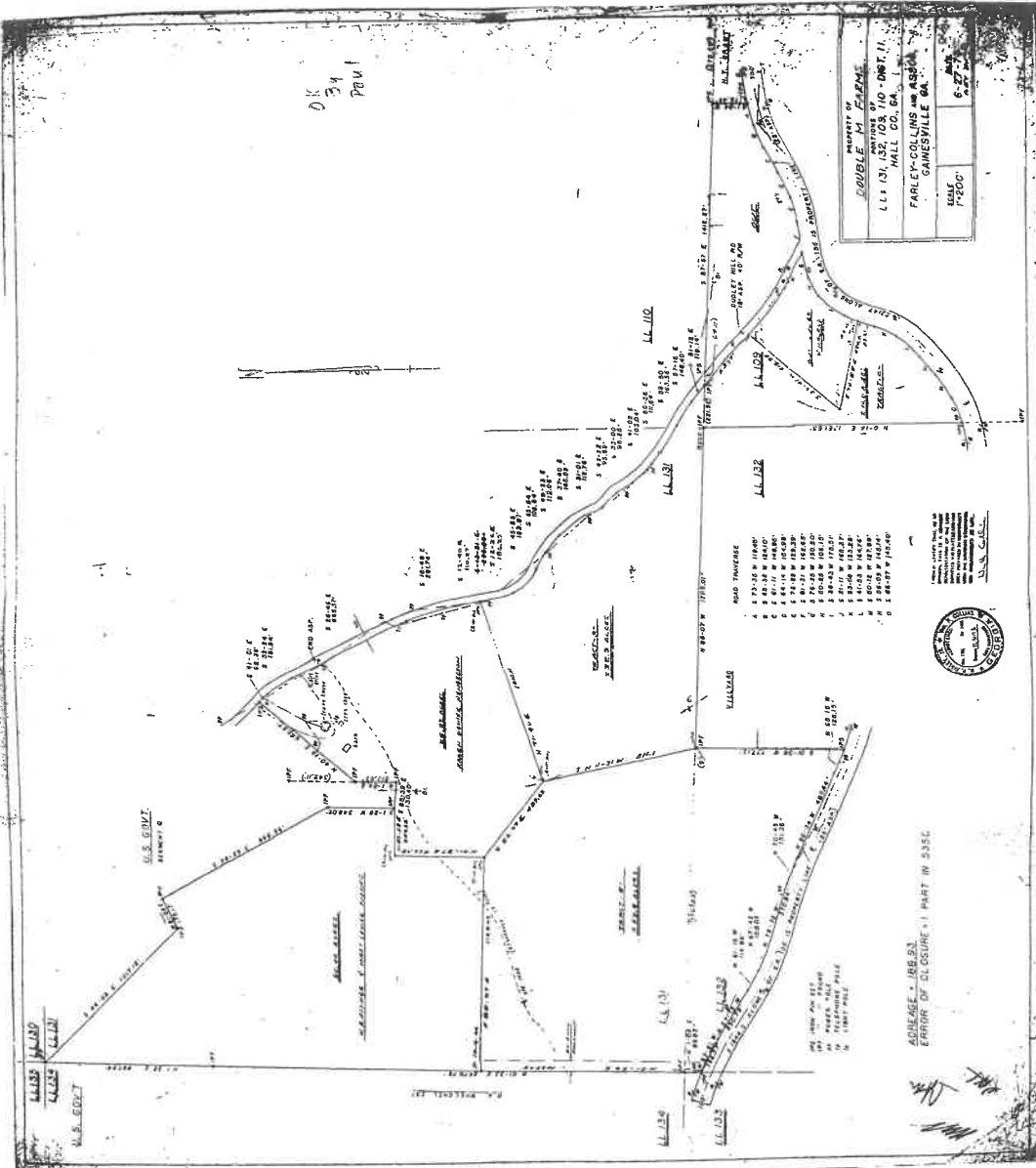
RECORDING PERMIT
By *[Signature]*
HALL COUNTY PLANNING COMMISSION

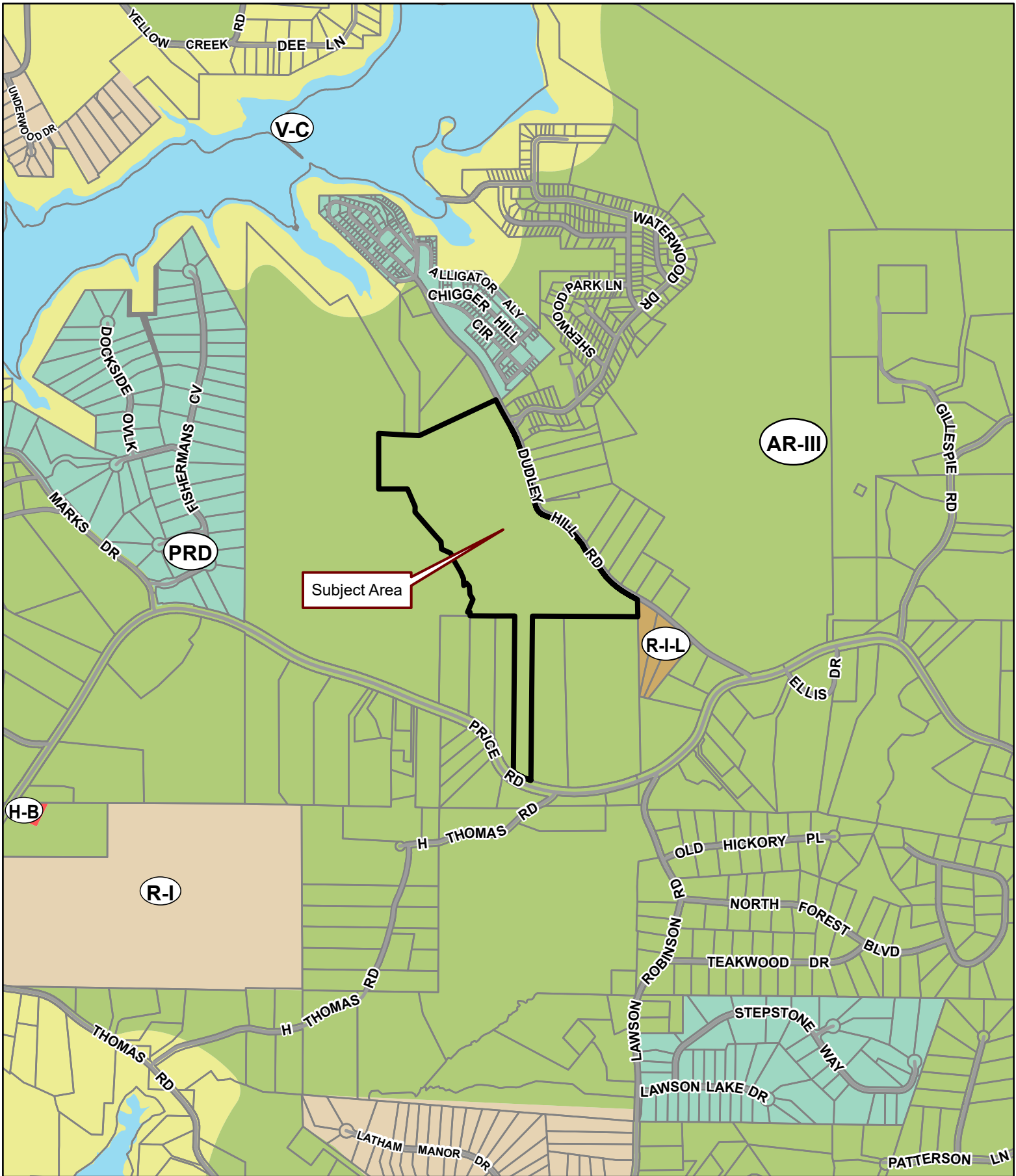
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND A CLOSURE OF ONE FOOT IN 70,000 FEET, AND HAS ADJUSTED USING THE CRANDALL RULE. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 15,226.1 FEET.

SURVEY FOR:
BARBARA GILSTRAP
LAND LOT 132 — 11th DISTRICT
HALL COUNTY, GEORGIA
FEBRUARY 28, 1985 — SCALE 1" = 100'

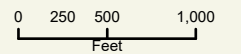
Recorded March 12, 1985 Dought & Wood, Clerk






Recorded June 1, 1981 — H. Grady Watson, Clerk

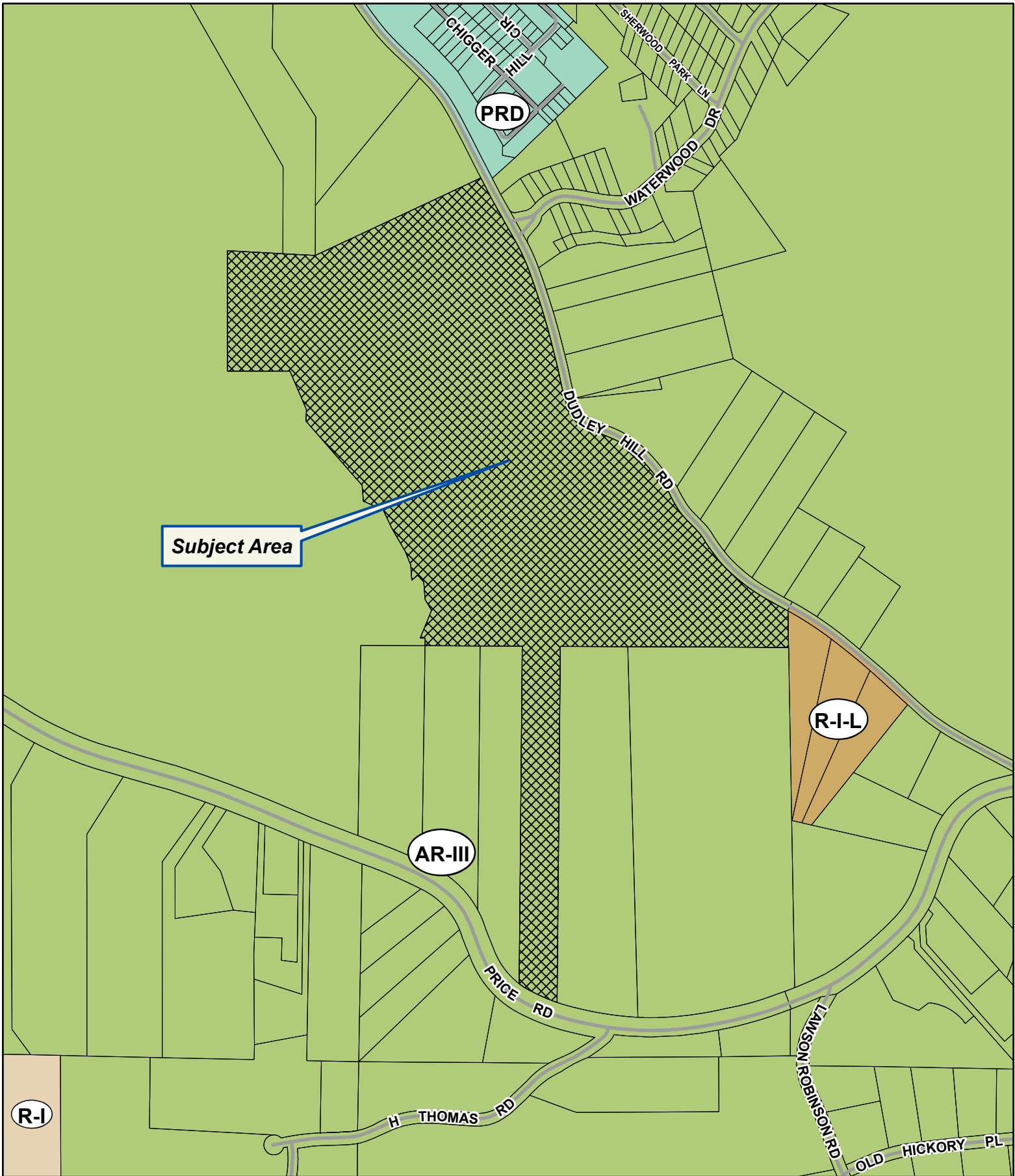




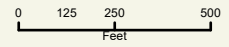
Applicant: BLUM & CAMPBELL, LLC C/O JODY CAMPBELL
Tax Parcel #: 11131 00001A
Location: 5181 DUDLEY HILL ROAD, GAINESVILLE, GA 30506
Commission District 2 **PC Mtg. Date: 08/05/2024**



-  Zoning Boundary
 -  City Limits
 -  Subject Area
 -  Structure
- N




Applicant: BLUM & CAMPBELL, LLC C/O JODY CAMPBELL
Tax Parcel #: 11131 00001A
Location: 5181 DUDLEY HILL ROAD, GAINESVILLE, GA 30506
Commission District 2 **PC Mtg. Date: 08/05/2024**



- Zoning Boundary
- ▭ City Limits
- ▨ Subject Area
- ▭ Structure





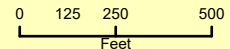
Applicant: BLUM & CAMPBELL, LLC C/O JODY CAMPBELL

Tax Parcel #: 11131 000001A

Location: 5181 DUDLEY HILL ROAD, GAINESVILLE, GA 30506

Commission District 2

PC Mtg. Date: 08/05/2024



- Zoning Boundary
- ▭ City Limits
- ▭ Subject Area



After recording, please return to:

Larry C. Oldham, P.C.
416 Pirkle Ferry Road
Suite K-500
Cumming, Georgia 30040

eFiled and eRecorded
DATE: 03/15/2021
TIME: 2:20 PM
DEED BOOK: 8758
PAGE: 165 - 168
FILING FEES: \$25.00
TRANSFER TAX: \$0.00
PARTICIPANT ID: 1184562897
PT61: 069-2021-002377
RECORDED BY: CH
CLERK: Charles Baker, C.S.C
Hall County, GA

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED ("Deed") is made and given as of January 15, 2021 from **Kevin B. Garland**, an individual resident of the State of Georgia, as party of the first part ("Grantor"), to **Kevin B. Garland and Kecia S. Garland**, individual residents of the State of Georgia, as joint tenants with right of survivorship, as parties of the second part ("Grantees") (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH

For and in consideration of the sum of Ten Dollars (\$10.00) in hand paid at and before the sealing and delivery of these presents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, aliened, transferred, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, transfer, convey and confirm unto Grantees the following described real property (the "Property"):

All that tract or parcel of land lying and being in Land Lots 131 and 132 of the 11th District of Hall County, Georgia, containing 55.07 acres, more or less, and being more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantees forever in FEE SIMPLE.

TOGETHER WITH AND SUBJECT TO all easements, covenants, restrictions and other matters which appear of record as of the date of this Deed.

AND Grantor will warrant and forever defend the right and title to the Property unto Grantees against the claims of all persons claiming under Grantor.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this Deed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Samy C. Oldham
Unofficial Witness

GRANTOR:

Kevin B. Garland (SEAL)
Kevin B. Garland

Sam M. Oldham
Notary Public

[Notary Seal]

My commission expires:

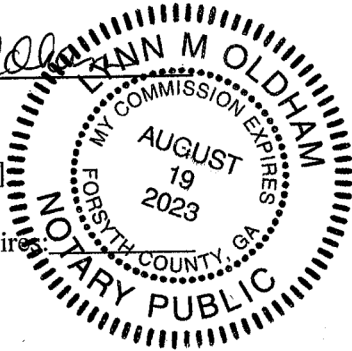


EXHIBIT A

LEGAL DESCRIPTION

TRACT I

All that tract or parcel of land, together with all improvements located thereo, lying and being in Land Lot 131 of the 11th Land District of Hall County, Georgia, being shown as property of Karen Denise Henderson on a Plat entitled "Property of Double M. Farms" dated June 27, 1973, revised May 13, 1981, by Farley Collins & Associates, Georgia Registered Surveyors, recorded in Plat Book 83, Pages 104 and 105, in the offices of the Clerk of the Superior Court of Hall County, Georgia, said plat being incorporated herein by this reference and made a part hereof, said property containing 25.82 acres.

LESS AND EXCEPT

That portion of the above-described property conveyed by warranty deed from Karen Denise Henderson to Eljo Company, dated July 3, 1987, recorded at Deed Book 1126, Page 14, Hall County, Georgia records.

TOGETHER WITH

TRACT II

All that tract or parcel of land, together with all improvements located thereo, lying and being in Land Lot 131 of the 11th Land District of Hall County, Georgia, being shown as Tract A on a Plat entitled "Property of Double M. Farms" dated June 27, 1973, revised May 13, 1981, by Farley Collins & Associates, Georgia Registered Surveyors, recorded in Plat Book 83, Pages 104 and 105, in the offices of the Clerk of the Superior Court of Hall County, Georgia, said plat being incorporated herein by this reference and made a part hereof, said property containing 32.30 acres.

LESS AND EXCEPT

That portion of the above-described property conveyed by warranty deed from Karen Denise Henderson to Eljo Company, dated July 3, 1987, recorded at Deed Book 1126, Page 14, Hall County, Georgia records.

TOGETHER WITH

TRACT III

All that tract or parcel of land, together with all improvements located thereo, lying and being in Land Lot 132 of the 11th Land District of Hall County, Georgia, containing 5.00 acres, being Tract 4 shown on a Plat prepared for Barbara Gilstrap by Henry Bailey, surveyor, dated February 28, 1985 and at Plat Book 101, Page 110, Hall County, Georgia plat records, said plat being incorporated herein by this reference and made a part hereof, said property being more particulary described as follows:

Beginning at an iron pin located on the original north line of Land Lot 132 and at the northwest corner of Tract 4, which pin is located North 89 degrees 25 minutes 39 seconds West a distance of 1061.69 from the northeast corner of Land Lot 132; proceed thence South 01 degree 53 minutes 00 seconds West a distance of 1387.00 to an iron pin located on the southwest right-of-way of State Route 136 a/k/a Price Road; proceed thence along said right-of-way the following courses and distances: (i) South 52 degrees 35 minutes 53 seconds East a distance of 8.69 feet to a point; (ii) South 58 degrees 05 minutes 00 seconds East a distance of 32.29 feet to a point; (iii) South 64 degrees 07 minutes 40 seconds East a distance of 55.36 feet to a point; and (iv) South 68 degrees 53 minutes 19 seconds East a distance of 71.20 feet to a point located at the southeast corner of Tract 4; proceed thence North 01 degree 53 minutes 00 seconds East a distance of 1455.00 feet to a point located at the northeast corner of Tract 4; proceed thence North 89 degrees 25 minutes 39 seconds West a distance of 152.84 to the point of beginning.

The above-described property is the property described in a warranty deed from Frank J. Pirkle to Howell B. Thomas dated August 31, 1987, and recorded at Deed Book 1139, Page 12, Hall County, Georgia records.

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Friday, June 28, 2024 10:26 AM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 8.5.24

Please find Environmental Health comments below:

Item 1, 0/3454 Gillsville Hwy, Chowdhury: 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.

Item 2A,B,C, 1954 Mountain View Road, Matheny: Must meet all residential permitting requirements.

Item 3A,B, 3193 Wallace Road, Del Toro: Must meet all residential permitting requirements.

Item 4A,B,C, 5248 Byers Road, Villeda: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 5, 3117 Athens Hwy, Agile Cold Storage: No comment.

Item 6, 5820 McEver Road, Nabeel: If public sewer not available, development must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Wastewater treatment and disposal may be required to be permitted through EPD. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan.

Item 7, 2052 Spring Road, Ruelas: No comment. Public sewer.

Item 8A,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.

Item 9, 4518/4520 Cagle Road, Rochester: If public sewer not available, development must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review.

Item 10, 5991 Swansey Road, Abernathy: No comment. Public sewer

Emily McGahee
Hall County Environmental Health
Hall County Government Center

2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Wednesday, July 3, 2024 1:56 PM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Planning Agenda for August 5, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See responses in red, below.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, June 27, 2024 10:48 AM
Subject: Tentative Planning Agenda for August 5, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning –

Here is the Tentative Agenda and Maps for the **Monday, August 5, 2024** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday, July 5th**. Email comments to Beth (bgarmon@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – July 15, 2024

OLD BUSINESS

1. [0 & 3454 Gillsville Highway | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 30.78± acre tract located on the south side of Gillsville Highway \(GA-323\), approximately 370 feet from its intersection with East Hall Road | Zoned AR-IV; Tax Parcels 15016 000158A & 000028C | Proposed Use: 20-lot residential subdivision | ** Commission District 3 | Sabina Chowdhury, applicant](#) Access on SR 323 will require GDOT coordination.

NEW BUSINESS

2. [\(A\) 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 Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#) No GDOT coordination required

- (B) 1954 Mountain View Road | Variance | 17.240.010.** to reduce the front yard setback along Mountain View Road | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | **Proposed Use: Single-family residence** | * Commission District 4 | **Randy L. Matheny, applicant** **No GDOT coordination required**
- (C) 1954 Mountain View Road | Variance | 17.240.010.** to reduce the rear yard setback | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | **Proposed Use: Single-family residence** | * Commission District 4 | **Randy L. Matheny, applicant** **No GDOT coordination required**
3. **(A) 3193 Wallace Road | Variance | 17.240.010.** to reduce the front yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | **Proposed Use: Single-family residence** | * Commission District 3 | **Julia Del Toro, applicant**
(B) 3193 Wallace Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | **Proposed Use: Single-family residence** | * Commission District 3 | **Julia Del Toro, applicant** **No GDOT coordination required**
4. **(A) 5248 Byers Road | Variance | 17.240.010.** to reduce the right side yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Detached garage** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
(B) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Detached garage** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
(C) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Single-family residence** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
5. **3117 Athens Highway | Variance | 17.420.060.** to allow for additional wall signs | on a 34.52± acre tract located on the north side of Athens Highway (GA-129) at its intersection with Roy Parks Road | Zoned I-I (GCOD); Tax Parcel 15024 000036 | **Purpose: Wall sign** | * Commission District 3 | **Agile Cold Storage c/o John Blan, applicant** **No GDOT coordination required**
6. **5820 McEver Road | Amend Conditions of Zoning** | on a 3.57± acre tract located on the west side of McEver Road at its intersection with Lights Ferry Road | Zoned H-B, Tax Parcel 08119 000003 | **Proposed Use: Gas station and convenience store** | ** Commission District 2 | **Nabeel Group of Companies, Inc, applicant** **No GDOT coordination required**
7. **2052 Spring Road | Reestablishment of a Nonconforming Use** | on a 0.19± acre tract located on the north side of Spring Road, approximately 237 feet from its intersection with Skelton Road | Zoned H-B, Tax Parcel 00122 002010 | **Proposed Use: Single-family residence** | ** Commission District 4 | **Ashley Xitlaly Ruelas, applicant** **No GDOT coordination required**
8. **(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 side 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**
(B) 5181 Dudley Hill Road | Use Subject to County Commission Approval | 17.70.040 for a subdivision | on a 47.61± acre tract located on the west side 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**
(C) 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 side 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**

9. [\(A\) 4518 & 4520 Cagle Road | Rezone | from Agricultural Residential III \(AR-III\) to Light Industrial \(I-I\) & Gateway Corridors Overlay District \(GCOD\) | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Permitted uses in light industrial zoning district | ** Commission District 3 | Rochester|DCCM, applicant](#) Access on SR 365 will require GDOT coordination.
10. [\(B\) 4518 & 4520 Cagle Road | Use Subject to County Commission | 17.420.050 for outdoor storage within GCOD | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Outdoor storage | ** Commission District 3 | Rochester|DCCM, applicant](#) Access on SR 365 will require GDOT coordination.

[5991 Swansey Road | Amend Conditions of Zoning | on a 38.45 ± acre tract located on the south side of Swansey Road approximately 476 feet from its intersection with Circle Four Ranch | Zoned PRD, Tax Parcel 15048 000034 | Proposed Use: 100-lot subdivision | ** Commission District 1 | Abernathy Engineering Group, applicant](#) No GDOT coordination required

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, September 12, 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, September 12, 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: July 5, 2024

t: 770.531.6800 | f: 770.531.3945

Subject: August 5, 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 August 5, 2024 meeting. Upon review, we provide the following comments.

OLD BUSINESS

1. [0 & 3454 Gillsville Highway | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 30.78± acre tract located on the south side of Gillsville Highway \(GA-323\), approximately 370 feet from its intersection with East Hall Road | Zoned AR-IV; Tax Parcels 15016 000158A & 000028C | Proposed Use: 20-lot residential subdivision | ** Commission District 3 | Sabina Chowdhury, applicant](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream Show FEMA and Hall County studied Flood plains that are present on site.
 - b. **Traffic:** GA DOT driveway permit required
 - c. **Utilities:** NO sanitary sewer in area.

NEW BUSINESS

2. [\(A\) 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 Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#)
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- a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.
3. [\(A\) 3193 Wallace Road | Variance | 17.240.010. to reduce the front yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | Proposed Use: Single-family residence | * Commission District 3 | Julia Del Toro, applicant](#)
[\(B\) 3193 Wallace Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | Proposed Use: Single-family residence | * Commission District 3 | Julia Del Toro, applicant](#)
- a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.
4. [\(A\) 5248 Byers Road | Variance | 17.240.010. to reduce the right side yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | Proposed Use: Detached garage | * Commission District 2 | Hector J & Teresa Villeda, applicant](#)
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- a. **Engineering:** Drainage easement may be changed, but must enter and exit in the place as the final plat PB:40 PG:242.
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.
5. [3117 Athens Highway | Variance | 17.420.060. to allow for additional wall signs | on a 34.52± acre tract located on the north side of Athens Highway \(GA-129\) at its intersection with Roy Parks Road | Zoned I-I \(GCOD\); Tax Parcel 15024 000036 | Purpose: Wall sign | * Commission District 3 | Agile Cold Storage c/o John Blan, applicant](#)
- a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.

6. [5820 McEver Road | Amend Conditions of Zoning | on a 3.57± acre tract located on the west side of McEver Road at its intersection with Lights Ferry Road | Zoned H-B, Tax Parcel 08119 000003 | Proposed Use: Gas station and convenience store | ** Commission District 2 | Nabeel Group of Companies, 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.
 - b. **Traffic:** Driveway to be reviewed during plan review
 - c. **Utilities:** No Hall County sewer in area.

7. [2052 Spring Road | Reestablishment of a Nonconforming Use | on a 0.19± acre tract located on the north side of Spring Road, approximately 237 feet from its intersection with Skelton Road | Zoned H-B, Tax Parcel 00122 002010 | Proposed Use: Single-family residence | ** Commission District 4 | Ashley Xitlaly Ruelas, applicant](#)
 - a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.

8. [\(A\) 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 side 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:** Show stream buffer and impervious setback from wretsted vegetation not centerline of stream.
As this subdivision is greater than 6 lots on an existing road a stormwater management report prepared by a professional engineer will be required. Show FEMA and Hall County studied Flood plains that are present on site.
 - b. **Traffic:** Provide sight distance for each drive
Common access drive will need to meet County standards and go through the development review process.
 - c. **Utilities:** No comment.

9. [\(A\) 4518 & 4520 Cagle Road | Rezone | from Agricultural Residential III \(AR-III\) to Light Industrial \(I-I\) & Gateway Corridors Overlay District \(GCOD\) | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Permitted uses in light industrial zoning district | ** Commission District 3 | Rochester|DCCM, applicant](#)
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- a. **Engineering:** Show stream buffer and impervious setback from wretched vegetation not centerline of stream
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
- b. **Traffic:** GA DOT permit required
- c. **Utilities:** Sanitary sewer on SR 365

10. [5991 Swansey Road | Amend Conditions of Zoning | on a 38.45 ± acre tract located on the south side of Swansey Road approximately 476 feet from its intersection with Circle Four Ranch | Zoned PRD, Tax Parcel 15048 000034 | Proposed Use: 100-lot subdivision | ** Commission District 1 | Abernathy Engineering Group, applicant](#)

- a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
Show stream buffer and impervious setback from wretched vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.
- b. **Traffic:** Needs to be reviewed by legal
- c. **Utilities:** No comment.

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Tuesday, July 2, 2024 4:21 PM
To: Anael Dominguez (CDI: Planning)
Cc: Beth Garmon (CDI: Planning)
Subject: Fire Comments

Monday, August 5, 2024 Hall County Planning Commission Meeting.

1. [\(A\) 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 side 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 | Use Subject to County Commission Approval | 17.70.040 for a subdivision | on a 47.61± acre tract located on the west side 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](#)
[\(C\) 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 side 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](#)

[The Hall County Fire Marshal's Office considers the plan conceptual in nature and if approved may require modifications during the development review process.](#)

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org



Print

Board of Commissioners Work Session Comments - August 5, 2024 - Submission #99123

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 8, 2024 Work Session of the Hall County Board of Commissioners.

First Name*

Georgia

Last Name*

Smith

Address1*

5238 Dudley Hill Rd

Address2

City*

Gainesville

State*

GA

Zip*

30506-2341

Your Comments*

That Property is RESIDENTIAL/ Agricultural and I only want to see ONE house , Garage , Shed , Barn Cows , Horse , Goats ...I say NO to rezoning this Property. we already have to much Traffic on Dudley Hill Rd . Plus Price Rd all ready has more traffic since the Property net to CVS and Thompson Bridge Rd was been built..Plus previous owner clear cut all the trees and ROOTS without a permit and far as i know never received a fine.with Erosion trouble just last week a tree fall down on Dudley Hill Rdthe owner left piles of roots and tried to burn them which everybody on Dudley Hill Rd and Waterwood Dr call the Fire Dept many times.

Please write your comments in the box above.

File Upload

No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

diana.dixon@yahoo.com 973-534-6866

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

Print

Board of Commissioners Work Session Comments - August 5, 2024 - Submission #99124

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 8, 2024 Work Session of the Hall County Board of Commissioners.

First Name*

Georgia

Last Name*

Smith.

Address1*

5238 Dudley Hill Rd

Address2

City*

Gainesville

State*

GA

Zip*

30506-2341

Your Comments*

That Property is RESIDENTIAL/ Agricultural and I only want to see ONE house , Garage , Shed , Barn Cows , Horse , Goats ...I say NO to rezoning this Property. we all ready have to much Traffic on Dudley Hill Rd . Plus Price Rd all ready has more traffic since the Property net to CVS and Thompson Bridge Rd was been built..Plus previous owner clear cut all the trees and ROOTS without a permit and far as i know never received a fine.with Erosion trouble just last week a tree fall down on Dudley Hill Rdthe owner and left piles of roots and tried to burn them which everybody on Dudley Hill Rd and Waterwood Dr call the Fire Dept many times.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

diana.dixon@yahoo.com 973-534-6866

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

Anael Dominguez (CDI: Planning)

From: Diana Milne-Smith <diana30506@gmail.com>

Sent: Tuesday, June 18, 2024 3:31 PM

To: Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>; Gmail <diana30506@gmail.com>

Subject: 5181 Dudley Hill Rd June-18-2024

You don't often get email from diana30506@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sent from [Mail](#) for Windows

I got a letter about 5181 Dudley Hill rd he wants to put 20 house on it.. I say NO WAY..

When I called they gave me planningathallcounty.org and to say my peace.. well I don't know

Where I'm suppose to write anything. Please send me the link asap..

There is no way in H"" I want 20 homes across the street from me and there is all ready lots of cars from the
Traylor park.. that property is zone for 1 house only and that is all I want to see ..

Thank you Diana Smith 5239 Dudley Hill Rd Gainesville GA 30506

Print

Planning Commission Comments - Aug. 5, 2024 - Submission #99122

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Diana

Last Name*

Smith

Address1*

5238 Dudley Hill Rd

Address2

City*

Gainesville

State*

GA

Zip*

30506

Zoning Item for Comment*

5181 Dudley Hill Road | Rezone

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

That Property is RESIDENTIAL/ Agricultural and I only want to see ONE house , Garage , Shed , Barn Cows , Horse , Goats ...I say NO to rezoning this Property. we all ready have to much Traffic on Dudley Hill Rd . Plus Price Rd all ready has more traffic since the Property net to CVS and Thompson Bridge Rd was been built..Thank You Diana Smith

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Category Planning & Zoning has received a new request.

Here is what we have on file:

All

#1815

Category: Planning & Zoning
Priority: 3
Assigned To: Crowe Sarah
Submitted: 6/3/2024 11:01 PM
Source: Website 172.71.30.10

SUBMITTER

Ivan Vilcov
5224 Dudley hill rd
Gainesville, GA 30503

[View Request](#)

CONTACT

megatrust.nc@gmail.com
8436800908

5181 DUDLEY HILL RD DUDLEY
HILL RD
GAINESVILLE, GA 30506

REQUEST DETAILS

Description

My wife and I reside at across from 5181. We object access to the 20 single residential homes from dudley hill rd. The reason is that the road is too narrow for more traffic and extremely dangerous because of the curves. That being said, unless the county widens the road to allow for more traffic, we strongly oppose the access from dudley hill rd, especially since it's across from our driveway. It's extremely dangerous getting on the road from our driveway now...and having this proposed access across from our driveway will make it unsafe for us. If you don't consider our concern, we will then we will have to look at taking legal action. Thank you!

Your Information

Name
Ivan Vilcov
Fax Number
Email Address
megatrust.nc@gmail.com
Preferred Contact Method
email

Print

Planning Commission Comments - Aug. 5, 2024 - Submission #99139

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

kathy

Last Name*

zuzock

Address1*

5413 waterwood drive

Address2

City*

Gainesville

State*

GA

Zip*

30506-2341

Zoning Item for Comment*

5181 Dudley Hill Road | Rezone

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

there is already too much traffic on dudley hill road, & rezoning will only exasperate the situation. Dudley Hill Road was not designed to handle that kind of volume!!!!

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Print

Planning Commission Comments - Aug. 5, 2024 - Submission #99127

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

MaryAnn

Last Name*

Milne

Address1*

5238 Dudley Hill Rd

Address2

City*

Gainesville

State*

GA

Zip*

30506-2341

Zoning Item for Comment*

5181 Dudley Hill Road | Rezone

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

My daughter was right this area looks just like home, open spaces , farm land..I say NO to Rezoning 5181 Dudley Hill Rd.. i have already notice more traffic on Price rd since that property next to CVS was built.I moved in with my Daughter 4 years ago.stop cutting down all the tree we need them to breath! NO TO REZONING 5181 Dudley Hill Rd.. Thompson Bridge Rd was to much new building also.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

All

#1851

Category:	Planning & Zoning	SUBMITTER
Priority:	3	Ralph Smith
Assigned To:	Crowe Sarah	5238 Dudley hill road
Submitted:	7/25/2024 1:24 PM	Gainesville, GA 30506
Source:	Website 172.68.70.245	CONTACT
		smithdiral@gmail.com

[View Request](#)

5181 Dudley hill road
Gainesville, Georgia
30506

REQUEST DETAILS

Description

The rezoning of this property absolutely should not go through. They want to put a development there. A few years ago a company wanted to develop an area close to this site. This area is off Price road which the company was told they could not develop until Price road was widened and improved witch has not been done and approving this zoning change could open up law suits for not approving others. Mainly though Price road and especially dudley hill road could not take this kind of extra traffic. Thankyou for listening to me on this subject.

Your Information

Name

Ralph Smith

Fax Number

Email Address

smithdiral@gmail.com

Preferred Contact Method

email

Print

Planning Commission Comments - Aug. 5, 2024 - Submission #99129

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Robert

Last Name*

Milne

Address1*

5238 Dudley Hill Rd

Address2

City*

Gainesville

State*

GA

Zip*

30506-2341

Zoning Item for Comment*

5181 Dudley Hill Road | Rezone

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

My daughter was right this area looks just like home, open spaces , farm land..I say NO to Rezoning 5181 Dudley Hill Rd.. i have already notice more traffic on Price rd since that property next to CVS was built.I moved in with my Daughter 4 years ago.stop cutting down all the tree we need them to breath! NO TO REZONING 5181 Dudley Hill Rd.. Thompson Bridge Rd was to much new building also!!! DO NOT REZONE

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Print

Planning Commission Comments - Aug. 5, 2024 - Submission #99125

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Sonny

Last Name*

Smith

Address1*

5238 Dudley Hill Rd

Address2

City*

Gainesville

State*

GA

Zip*

30506-2341

Zoning Item for Comment*

5181 Dudley Hill Road | Rezone

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

That Property is RESIDENTIAL/ Agricultural and I only want to see ONE house , Garage , Shed , Barn Cows , Horse , Goats ...I say NO to rezoning this Property. we all ready have to much Traffic on Dudley Hill Rd . Plus Price Rd all ready has more traffic since the Property net to CVS and Thompson Bridge Rd was been built..Plus previous owner clear cut all the trees and ROOTS without a permit and far as i know never received a fine.with Erosion trouble just last week a tree fall down on Dudley Hill Rdthe owner and left piles of roots and tried to burn them which everybody on Dudley Hill Rd and Waterwood Dr call the Fire Dept many times.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: BLUM & CAMPBELL, LLC c/o Jody CAMPBELL

REQUEST: REZONE FROM AR-III TO R-1L FOR A 20-LOT SINGLE-FAMILY DEVELOPMENT

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	&	COUNTY COMMISSION
Date: <u>Aug 5, 2024 24</u>		Date: <u>Sept. 10, 2024</u>
Time: <u>5:15 p.m.</u>		Time: <u>6:00 p.m.</u>

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA.

FOR MORE INFORMATION CALL: (770) 531-6809

Jul 12, 2024 10:21:35
5232 Dudley Hill Road
Gainesville
Hall County
Georgia

THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: BLUM & CAMPBELL, LLC C/O JODY CAMPBELL
REQUEST: USE SUBJECT TO COUNTY COMMISSION APPROVAL
FOR A 20-LOT SINGLE FAMILY DEVELOPMENT

PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION Date: AUG 05, 2024 & COUNTY COMMISSION Date: SEPT 10, 2024
Time: 5:15 PM & Time: 6:00 PM

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: BLUM & CAMPBELL, LLC C/O JODY CAMPBELL
REQUEST: REZONE FROM AR-III TO R-1-L FOR A 20-LOT
SINGLE-FAMILY DEVELOPMENT

PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION Date: Aug. 5, 2024 & COUNTY COMMISSION Date: Sept. 10, 2024
Time: 5:15 p.m. & Time: 6:00 p.m.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: BLUM & CAMPBELL, LLC C/O JODY CAMPBELL
REQUEST: VARY COMMON ACCESS DRIVEWAY STANDARDS
TO ALLOW ACCESS TO MORE THAN 5 LOTS

PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION Date: Aug 5 2024 & COUNTY COMMISSION Date: Sept 10 2024
Time: 5:15 p.m. & Time: 6:00 p.m.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Jul 12, 2024 10:18:58
5154 Dudley Hill Road
Gainesville
Hall County
Georgia



AGENDA ITEM

Planning & Zoning

REPORT TO: Work Session (09/09/24)

REPORT TO: Voting Meeting (09/10/24)

ITEM NO: 481/2024

SUBJECT: **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 side 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**

Meetings:

Work Session Date: 09/09/24

Voting Meeting Date: 09/10/24

Executive Summary:

Presenter: BG
Recommendation: Denial.

Purpose of Request: **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 side 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**

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
AD	BG	WLI	CR
Clerk			
JR			

Attachments:

- Board Memo
- Recommendation Report
- Application
- Narrative
- Site Plan
- Maps
- Deed
- Legal Description
- Environmental Health Comments
- GDOT Comments
- Public Works Comments
- Fire Comments
- Public 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 26, 2024

Subject: **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 **Proposed Use: 20-lot single-family development | Blum & Campbell, LLC c/o Jody Campbell, applicant**

The request before you is the request of Blum & Campbell, LLC c/o Jody Campbell for a variance from 12.40.180. to allow a common access drive to serve more than five lots in a 20-lot single-family development. This item is located within Commission District 2.

At their August 5, 2024 meeting, the Hall County Planning Commission voted to recommend denial **(4-0, Varner absent)**.

Staff recommendation: **Denial**, as no hardship exists pursuant to the criteria of 2.60.030.

There were **ten (10) comments submitted** in advance of the Planning Commission meeting and **no one spoke during the public hearing**.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Blum & Campbell, LLC c/o Jody Campbell

Request **(A)** Rezone | from Agricultural Residential III (AR-III, 17.110) to Residential-I-Low-Density (R-I-L, 17.70)
(B) Use Subject to County Commission Approval | 20-lot single-family development
(C) Variance | 12.40.180 to allow for a common access drive to serve more than five lots

Proposed Use 20-lot single-family development

Size 47.61± acres

Zoning Current: Agricultural Residential III (AR-III, 17.110) | Proposed: Residential-I-Low-Density (R-I-L, 17.70)

Location **5181 Dudley Hill Road** | Tax parcel 11131 000001A

Commission District Two

Planning Commission Date August 5, 2024

Staff Recommendation **(A) Approval, with conditions**, as the proposed use is consistent with the “Lake Area Residential” future land use classification within the Comprehensive Plan; and
(B) Approval, with conditions, as the proposed use is consistent the “Lake Area Residential” future land use classification within the Comprehensive Plan; and
(C) Denial, as no hardship exists pursuant to the criteria of 2.60.030

Record Number(s) HZON24-0015, HZCU24-0025, & HVAR24-0027

- Planning Commission Recommendation.....(A) Denial
Vote: 4-0 (Varner absent)
- (B) Denial
Vote: 4-0 (Varner absent)
- (C) Denial
Vote: 4-0 (Varner absent)

Excerpts from the minutes of the August 5, 2024 meeting

Applicant’s Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Jody Campbell, 3000 Langford Road, Peachtree Corners, presented the request stated that the topography of the road creates a hardship and is the reason why they are requesting the common access drive variance.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Mr. Braswell stated that the common driveway will require an easement that might intervene with the views of the vistas. The applicant stated that the vistas will be further back in the rear of the lot. Mr. Braswell stated that there is usually a stormwater concept presented at this time. The applicant stated that they will provide stormwater plans during the LDP process. Ms. Pilcher stated that it is odd to have property split up by a common driveway. The applicant stated that the shared driveway will be safer than having 20 separate driveways onto Dudley Hill Road. Mr. Braswell questioned who will maintain the driveway. The applicant stated that it will be added to the covenants for the entire community to pay for it or only by those who benefit from this drive. Mr. Hunt questioned if there was a traffic count. The applicant stated that there was not since it was not required. Mr. Sosebee questioned the price point. The applicant stated there is not a price point established yet. Mr. Braswell stated that there were opposition comments submitted in advance of the Planning Commission Meeting by Georgia Smith, Diana Smith, Ivan Vilcov, Kathy Zuzock, MaryAnn Milne, Ralph Smith, Robert Milne, and Sonny Smith.

A
Motion: A motion to deny was made by Ms. Pilcher and seconded by Mr. Hunt. Vote: 4-0 (Varner absent)

B
Motion: A motion to deny was made by Ms. Pilcher and seconded by Mr. Sosebee. Vote: 4-0 (Varner absent)

C
Motion: A motion to deny was made by Ms. Pilcher and seconded by Mr. Sosebee. Vote: 4-0 (Varner absent)

(A) & (B) Staff recommends APPROVAL of the applicant's requests with the following conditions:

1. The property shall be developed in accordance with the site plan dated April 24, 2024, and as described in the project narrative dated April 19, 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 20 single-family lots in accordance with the requirements of the Residential-I-Low-Density (R-I-L, 17.70) zoning district as detailed in Area and Setback Requirements (17.240).
3. Access to the development shall be approved by the Hall County Engineering Department and all traffic engineering standards shall be met. All associated costs shall be the sole responsibility of the developer.
4. The completed covenants for the subdivision and the documents establishing the property owner's association shall be submitted for review and approval by the Director of Planning and Zoning. These documents shall include a provision that would assure maintenance of the common access driveway 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.
5. A stormwater management report prepared by a professional engineer shall be required.
6. 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."
7. 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.
8. All conditions of zoning shall be made part of any plats created for the property.

Summary Analysis

The applicant has submitted three concurrent requests for a proposed residential development: to rezone approximately 47.61 acres of property from Agricultural Residential III (AR-III, 17.110) to Residential-I-Low-Density (R-I-L, 17.70); a request to subdivide the subject property as a use subject to County Commission approval for a 20-lot single-family subdivision; and a variance to allow for a common access drive to serve more than five lots for the residential subdivision.

According to the submitted site plan, Lots 15-20 are located within a flood zone and a stream located along the western property line feeds into a pond located along the western edge of proposed Lots 17-20. The property is currently undeveloped.

Per the submitted narrative, the applicant is requesting to rezone and subdivide the subject parcel into 20 lots to construct single family residences. The applicant is also requesting a variance to provide a common access driveway for Lots 3-12. All proposed lots meet the minimum lot area and frontage requirements for Residential-I-Low-Density (R-I-L, 17.70) as established in Table 17.240.010.

While architectural standards are not required within the Residential-I-Low-Density (R-I-L) zoning district, the narrative states the following elements will be included as part of the proposed development:

- Minimum 1,800 heated square feet
- Minimum 3 bedrooms and 2 bathrooms
- Two-car garage
- Architectural elements to include Hardi-plank, brick, and stone-type materials

Per the submitted site plan, the development includes a common access driveway that will connect to Lots 3-12 by creating two access points on Dudley Hill Road. Common access driveways and the associated standards for construction are specified in section 12.40 of the Official Code of Hall County. These standards include a minimum easement width of 30 feet, minimum roadbed width of 20 feet, and pavement type. Lots 1, 2, and 13-20 will access Dudley Hill Road from individual private driveways. The proposed density is 0.42 units per acre.

Per the submitted narrative, water service will be provided by City of Gainesville Department of Water Resources with service confirmed in a letter submitted April 22, 2024. Sanitary sewer services will be provided by private septic systems.

One (1) **variance** to allow for a common access drive to serve more than five lots will be required if the site plan, as presented, is approved.

- Common access drives are to serve no more than five parcels or lots as found in 12.40.180 for driveway construction.
 - The applicant is proposing a common access drive to serve ten lots.

The proposed site plan and narrative submitted reflects the desired layout of Lots 1 through 20 as follows:

Residential-I-Low-Density (R-I-L, 17.70) Standards	Required	Proposed
Lot Area	43,560 square feet (approximately 1 acre)	Lot 1: 1.97 acres Lot 2: 2.30 acres Lot 3: 2.05 acres Lot 4: 2.48 acres Lot 5: 2.60 acres Lot 6: 2.43 acres Lot 7: 2.36 acres Lot 8: 2.29 acres Lot 9: 2.14 acres Lot 10: 1.98 acres Lot 11: 2.05 acres Lot 12: 2.11 acres Lot 13: 2.23 acres Lot 14: 2.34 acres Lot 15: 2.38 acres Lot 16: 2.38 acres Lot 17: 2.53 acres Lot 18: 2.85 acres Lot 19: 2.75 acres Lot 20: 3.38 acres
Lot Frontage	Local Road: 50 feet	50 feet
Lot Width at Building Line	75 feet	None Listed
Front Yard Setback	65 feet from centerline of road or 40 feet from property line, whichever is greater	65 feet from the centerline of Dudley Hill Road
Side Yard Setback	15 feet	15 feet
Rear Yard Setback	25 feet	25 feet

Based on the future land use plan, staff finds the requested *is consistent* with the Hall County Comprehensive Plan future land use designation of “Lake Area Residential” which supports low density residential development of up to one unit per acre. The intent of this land use category is to support the preservation of established neighborhoods and to support the creation of opportunities for permanent and vacation residences similar in land use patterns to Residential Areas but at lower residential densities. Future development will continue to be detached, single-family homes at low densities. The Lake Area Residential designation envisions a maximum density of 1 dwelling unit per acre. The development has an overall proposed density of 0.42 units per acre.

Zoning Analysis – Rezone and Conditional Use

Per Planning Commission and Hall County Commission consideration and decision (17.380.060), the board shall study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry shall be considered, to wit:

(A) Rezone | from Agricultural Residential III (AR-III, 17.110) to Residential-I-Low-Density (R-I-L, 17.70)

(B) Use Subject to County Commission Approval | 20-lot single family development

(C) Variance | 12.40.180 to allow for a common access drive to serve more than five lots

1. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed rezoning and conditional use for a 20-lot subdivision is consistent with the use, development and zoning of adjacent and nearby properties as most neighboring parcels are zoned Residential-Low-Density (R-I-L) and Agricultural Residential III (AR-III). The applicant’s request for a common access driveway for more than 5 lots reduces the number of access points onto Dudley Hill Road, however, it exceeds the limit of lots specified to access a common driveway.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is not anticipated that the proposed rezoning or subdivision will adversely affect adjacent properties.**
3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property appears to have reasonable economic use as currently zoned Agricultural Residential-III (AR-III), but the applicant cannot rezone, subdivide, or utilize a common access driveway for more than 5 lots without Board of Commissioner approval.**
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **It is not anticipated that the proposed rezoning, subdivision, or common access driveway for more than 5 lots will result in an excessive or burdensome use of existing infrastructure. The proposal has received an availability letter for water, and will utilize private on-site septic systems. The Hall County Public Works Department has stated that the common access driveway must meet county standards and will be reviewed during the development review process.**
5. Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the Comprehensive Plan and the “Lake Area Residential” land use designation. This land use designation envisions a maximum density of 1 dwelling unit per acre. The proposed development has an overall density of 0.42 units per acre.**

6. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**
7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**
8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**
9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property is currently undeveloped.**
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions affecting the use or development of the property.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The surrounding parcels consist of Agricultural Residential-III (AR-III) and Residential-I-Low-Density (R-I-L) zoning. No isolated zoning district would be created if approved.**
12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the county as a whole.**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The subdivision of land within the Residential-I-Low-Density zoning district (R-I-L, 17.70) requires Board of Commissioner approval.**
15. Whether the need for rezoning could be handled instead by a variance request to the [planning commission]; **The request is for rezoning and a conditional use to subdivide the property into**

20 single family residential lots which could not be handled instead by a variance. A variance has been requested for a common access drive for more than 5 lots.

16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

17.380.050. - Submission requirements

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **The proposal meets the requirement, and the applicant understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
 1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **The proposal does provide a narrative outlining the intent of the request; however, the applicant has not prepared a response to each of the criteria listed in 17.380.060.C.**
 2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets this requirement.**
- C. For any application for a slow rate land treatment system (see chapter 17.20), the following additional requirements apply. **The proposed development will utilize public water and private on-site septic systems, as such, this is not applicable.**

- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **This standard is not applicable to the applicant's request**

Development Support and Constraints / Departmental Comments

Hall County Environmental Health

In an email dated June 28, 2024, Emily McGahee stated, "All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process."

Hall County Fire Marshal

In an email dated May 29, 2024, Jeff Suggs, NPQ Fire Inspector, Fire Investigator provided the following:

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.

In an email dated July 2, 2024, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated, "The Hall County Fire Marshal's Office considers the plan conceptual in nature and if approved may require modifications during the development review process."

Hall County Public Works and Utilities

In a memo dated July 5, 2024, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:

Show stream buffer and impervious setback from wrested vegetation not centerline of stream.

As this subdivision is greater than 6 lots on an existing road a stormwater management report prepared by a professional engineer will be required.

Show FEMA and Hall County studied Flood plains that are present on site.

Traffic:

Provide sight distance for each drive.

Common access drive will need to meet County standards and go through the development review process.

Utilities

No comments.

Georgia Department of Transportation

In an email dated July 3, 2024, Veronica Chavers, D1TO Civil Engineer 3, stated that GDOT coordination is not required.

PLANNING AND DEVELOPMENT DEPARTMENT
 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA. 30504
 MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
 t: 770-531-6809 | f: 770-531-3902



ZONING APPLICATION

Applicant (Name & Mailing Address)	Property Owner (Name & Mailing Address)
<u>Blum & Campbell, LLC c/o Jody Campbell</u>	<u>Kevin & Kecia Garland</u>
<u>3000 Langford Rd., Building 100</u>	<u>1625 Candler Rd</u>
<u>Peachtree Corners, GA 30071</u>	<u>Gainesville, GA 30507</u>
Phone <u>470-368-2890</u>	Phone <u>404-797-3819</u>
Email Address <u>Jody@blumcampbell.com</u>	Email Address <u>Keciasgarland@gmail.com</u>
Proposed Use <u>2 Destate lot subdivision</u>	

Contact Person (Name & Mailing Address)
Jody Charles Campbell
Address stated above

 Phone _____
 Email Address Jody@blumcampbell.com

Status of Applicant **Requested Action**

Owner Existing Zoning: AR-111

Option to Purchase Rezone to: R-1L

Area Resident Fee: \$ 1,000

Other Receipt #: _____

Check #: _____

Tax Parcel Number 11131 000001A Acreage 55.07
 Location Address 5181 Dudley Hill Rd., Gainesville, GA 30506

I hereby certify that the above information and all attached information are true and correct.
 Sign _____ Date: 4/19/24

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.
 Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Blum & Campbell, LLC c/o Jody Campbell
3000 Langford Rd. Building 100
Peachtree Corners, GA 30071
 Phone 470-365-2890
 Email Address Jody@blumcampbell.com
 Proposed Use 20 estate lot subdivision

Property Owner (Name & Mailing Address)

Kevin & Kecia Garland
1625 Candler Rd
Gainesville, GA 30507
 Phone 404-797-3819
 Email Address keciasgarland@gmail.com

Contact Person (Name & Mailing Address)

Jody Charles Campbell
Addresses stated above
 Phone _____
 Email Address above
 Tax Parcel Number 11131 000001A
 Location Address 5181 Dudley Hill Rd, Gainesville, GA 30506

Status of Applicant

- Owner
- Option to Purchase
- Area Resident
- Other

Requested Action

Permissive Use:
 HCPC HCC
 Fee: \$ _____
 Receipt #: _____
 Check #: _____

Zoning: _____
 Acreage 47.61

I hereby certify that the above information and all attached information are true and correct.

Sign _____ Date: 4/25/2024

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: _____

PLANNING AND DEVELOPMENT DEPARTMENT
 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
 MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
 t: 770-531-6809 | f: 770-531-3902



VARIANCE APPLICATION

Applicant (Name and Mailing Address)

Blum & Campbell, LLC, Jody Charles Campbell

3000 Langford Road, Bldg. 100

Peachtree Corners, Georgia 30071

Phone 470-365-2890

Email Address jody@blumcampbell.com

Location of Property 5181 Dudley Hill Road, Gainesville, Georgia 30506

Present Zoning AR-111 Existing Structures _____

Property Owner (Name and Mailing Address)

Kevin and Kecia Garland

1625 Candler Road

Gainesville, Georgia 30507

Phone 404-797-3819

Email Address keciasgarland@gmail.com

Type of Appeal: Common Access Driveway for 10 lots (12.40.180)

<input type="checkbox"/> Setback Variance	<input type="checkbox"/> Front Yard	From ___ ft. to ___ ft.
<input type="checkbox"/> Road Frontage Variance	<input type="checkbox"/> Right Side Yard	From ___ ft. to ___ ft.
<input type="checkbox"/> Sign Variance	<input type="checkbox"/> Left Side Yard	From ___ ft. to ___ ft.
<input type="checkbox"/> Hardship Mobile Home	<input type="checkbox"/> Rear Yard	From ___ ft. to ___ ft.
	<input type="checkbox"/> Road Frontage	From ___ ft. to ___ ft.
	<input type="checkbox"/> Sign Area	From ___ ft. to ___ ft.
	<input type="checkbox"/> Sign Height	From ___ ft. to ___ ft.
	<input type="checkbox"/> Doctor's Letter	<input type="checkbox"/> Terms Agreement

Supporting Documents: Plat of Property Site Plan
 Deed of Property Floor Plans
 Hardship Statement Other

Hardship Mobile Home:
 I understand that, if granted, the mobile home must be removed from the property when my hardship ceases to exist.

 (Signature)

Fee (Must be paid for application to be complete): \$ _____

I hereby certify that the above information is true & correct to the best of my knowledge.

Sign _____ Date 6/14/24

I hereby withdraw this application.

Sign _____ Date _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ If Appealed County Commission Date: _____

County Commission District: _____

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Kevin Garland, Kecia Garland

Address 1625 Candler Rd
Gainesville, GA 30507

Phone Number 404-797-3819

Name of applicant(s) Jody Campbell - Blum & Campbell

Address 3000 Langford Rd, Building 100
Peachtree Corners, GA 30071

Phone Number 470-365-2890

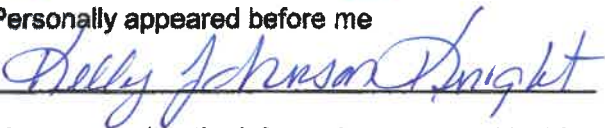
I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

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)

 Kecia Garland

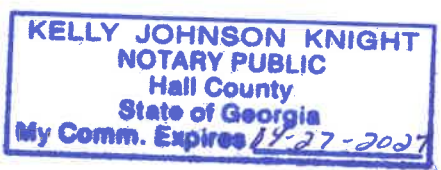
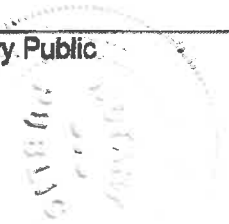
Personally appeared before me



who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public

04-19-2024
Date



PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____ I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application**

Name of Official(s): N/A Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/~~Owner's~~ Signature: [Signature] Date: 4/19/24

Applicant's/~~Owner's~~ Name (Printed): Jody Charles Campbell

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

- (b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____ I have not _____

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature:   Kecia Garland

Date: 4-19-2024

Applicant's/Owner's Name (Printed): Kevin Garland, Kecia Garland

Narrative
5181 Dudley Hill Rd – Gainesville, GA 30506
TAX PARCEL No. 11131 000001A

April 19th, 2024

APPLICANT:

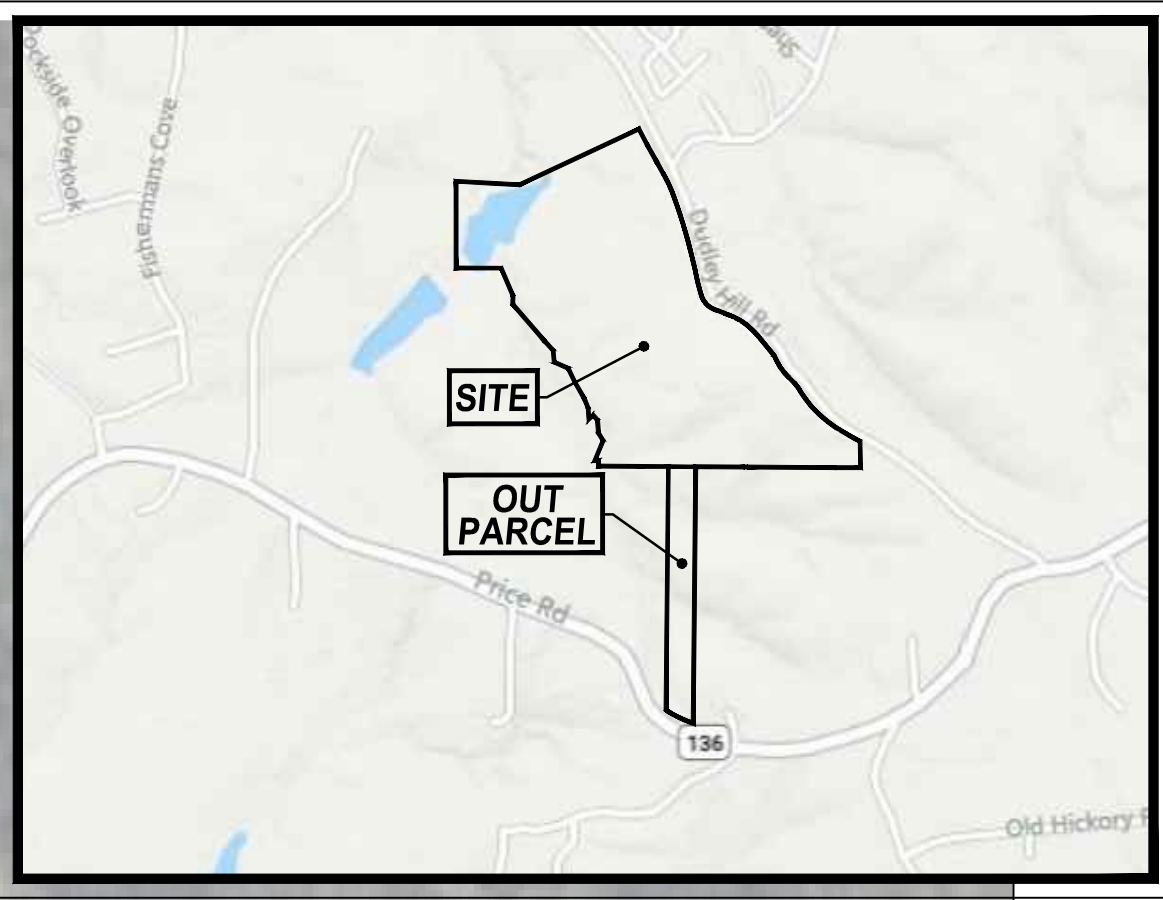
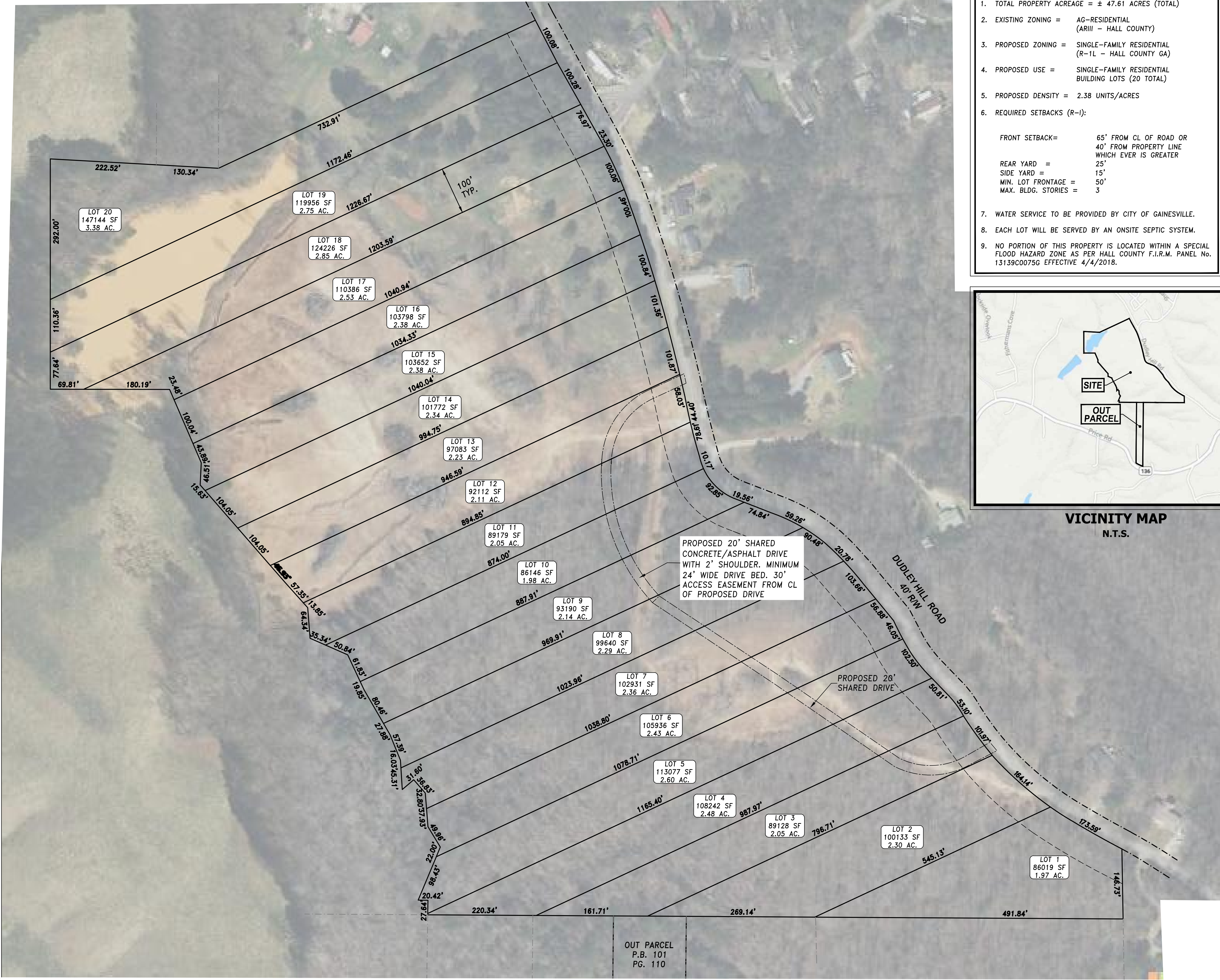
Blum & Campbell – Jody Campbell
3000 Langford Rd Building 100
Peachtree Corners, GA 30071

OWNERS:

Kevin & Kecia Garland
1625 Candler Rd
Gainesville, GA 30507

Application and Conceptual Site Plan for the purpose of subdividing an existing 55.07 acres parcel into twenty (20) residential building lots. The subject property is located along Dudley Hill Road in unincorporated Hall County. The proposed building lots will be a minimum of 1.9 – 3.3 Acres in size and will meet the requirements for the AR-III zoning district. Most of the property is pasture and wooded. Applicant is proposing to build twenty (20) Single-Family Residential Homes on the proposed lots and intend on minimizing the land disturbance as much as feasible for construction. Each home will have a minimum 1,800 S.F.+ of heated floor space and will include a minimum 3+ bedrooms, 2+ bathrooms and a two-car garage. The proposed homes will include attractive architectural elements consisting of hardiplank siding, brick and stone and will meet or exceed the same quality and price point of homes in the surrounding area. Each lot will be on an individual onsite septic system and water will be served by the City of Gainesville. Access will be provided by constructing driveways along Dudley Hill Rd and shared driveways in compliance with the Hall County Building Inspections Division Requirements for new homes. Applicant is requesting a variance to connect the shared driveways on lots 3-12.

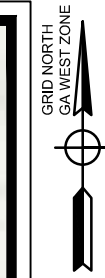
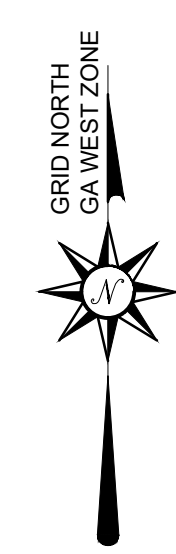
The applicant and its representatives welcome the opportunity to meet with Hall County staff to answer any questions or concerns you may have concerning the application.



- GENERAL NOTES:**
- TOTAL PROPERTY ACREAGE = ± 47.61 ACRES (TOTAL)
 - EXISTING ZONING = AG-RESIDENTIAL (ARIII - HALL COUNTY)
 - PROPOSED ZONING = SINGLE-FAMILY RESIDENTIAL (R-1L - HALL COUNTY GA)
 - PROPOSED USE = SINGLE-FAMILY RESIDENTIAL BUILDING LOTS (20 TOTAL)
 - PROPOSED DENSITY = 2.38 UNITS/ACRES
 - REQUIRED SETBACKS (R-1):
 FRONT SETBACK= 65' FROM CL OF ROAD OR 40' FROM PROPERTY LINE WHICH EVER IS GREATER
 REAR YARD = 25'
 SIDE YARD = 15'
 MIN. LOT FRONTAGE = 50'
 MAX. BLDG. STORIES = 3
 - WATER SERVICE TO BE PROVIDED BY CITY OF GAINESVILLE.
 - EACH LOT WILL BE SERVED BY AN ONSITE SEPTIC SYSTEM.
 - NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE AS PER HALL COUNTY F.I.R.M. PANEL NO. 13139C0075G EFFECTIVE 4/4/2018.

LEGEND

- IPF = IRON PIN SET (1/2" REBAR)
- IPF = IRON PIN FOUND
- CMF = CONCRETE MONUMENT FOUND
- OTF = OPEN TOP PIPE
- BM = BENCHMARK
- TBM = TEMPORARY BENCHMARK
- CTP = CONCP TOP PIPE
- LLL = LAND LOT LINE
- N/F = NOW OR FORMERLY
- E = PROPERTY LINE
- B = BUILDING LINE
- GMD = GEORGIA MULTI DISTRICT
- PB/PD = PLAT BOOK/PAGE
- DB/PO = DEED BOOK/PAGE
- C = CENTERLINE
- R/W = RIGHT-OF-WAY
- S.S.E. = SANITARY SEWER EASEMENT
- D.E. = DRAINAGE EASEMENT
- B.E. = BUFFER EASEMENT
- U.E. = UTILITY EASEMENTS
- MH = MANHOLE
- CB = CATCH BASIN
- JB = JUNCTION BOX
- HW = HEADWALL
- DI = DROP INLET
- PP = POWER/UTILITY POLE
- FI = FIRE HYDRANT
- GV = WATER VALVE
- INV. = INVERT ELEVATION
- STA. = STATION
- B/C = BACK OF CURB
- EP = EDGE OF PAVEMENT
- SS = SANITARY SEWER LINE
- SW = STORM SEWER PIPE
- W = WATER LINE
- ELEV. = ELEVATION
- CMP = CORRUGATED METAL PIPE
- RCP = REINFORCED CONCRETE PIPE
- DIP = DUCTILE IRON PIPE
- PVC = POLYVINYLCHLORIDE PIPE
- 910 = EXISTING CONTOUR ELEVATION
- P = OVERHEAD POWER
- T = OVERHEAD TELEPHONE
- F = FENCE LINE
- B/C/S = BRANCH/CREEK/STREAM CENTERLINE
- T.B.R. = TO BE REMOVED



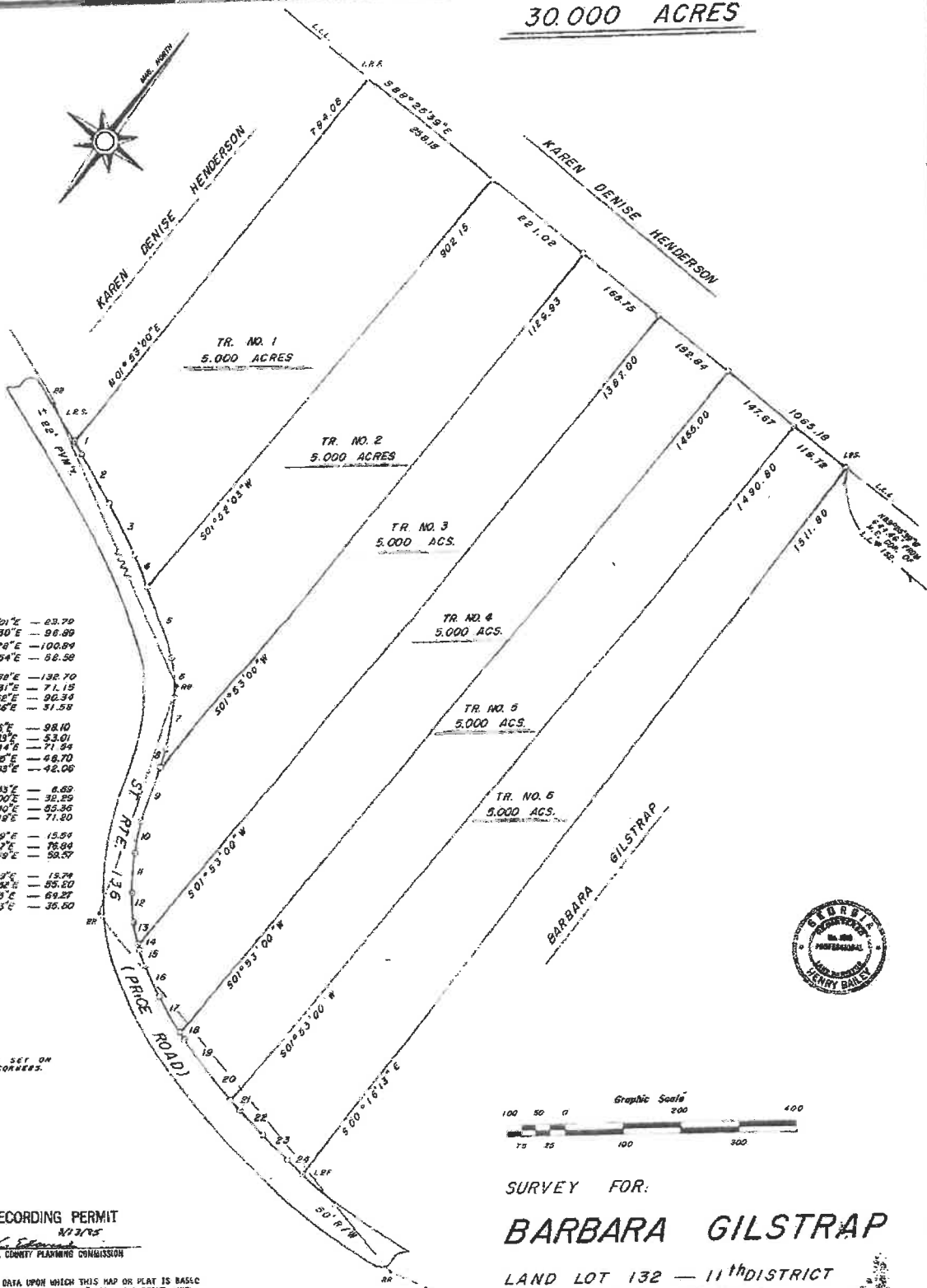
PREPARED FOR:	
DUDLEY HILL ROAD TRACT	
TASK:	
REZONING EXHIBIT	
PROJECT INFORMATION:	
DUDLEY HILL ROAD TRACT	
Project Name	
24-002	
Project Number	
5181 DUDLEY HILL ROAD	
Project Address	
110 AND 131	
Land Lot No. (s)	
11TH	
District	
HALL COUNTY, GEORGIA	
County, State	
DATE	
REVISION	
No.	
CDW DESIGN	AS SHOWN SCALE
CDW DRAWN	1 of 1
CDW CHECKED	SHEET
4/24/24	24-002
DATE	PROJECT No.

GEORGIA811
 Utilities Protection Center, Inc.

Know what's below. Call before you dig.

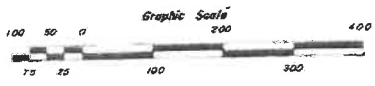
GRAPHIC SCALE: 1" = 100'

30,000 ACRES



- 1. 500°28'01"E - 63.70
- 2. 500°16'30"E - 86.89
- 3. 500°19'28"E - 100.84
- 4. 500°00'54"E - 88.50
- 5. 500°37'50"E - 132.70
- 6. 542°48'31"E - 71.15
- 7. 500°30'52"E - 90.34
- 8. 510°16'30"E - 37.53
- 9. 510°46'38"E - 98.10
- 10. 523°38'23"E - 53.01
- 11. 533°00'44"E - 71.95
- 12. 543°28'00"E - 48.70
- 13. 552°38'58"E - 42.00
- 14. 537°30'53"E - 6.83
- 15. 526°03'00"E - 36.29
- 16. 564°07'40"E - 85.36
- 17. 568°52'18"E - 71.20
- 18. 580°33'18"E - 15.54
- 19. 573°31'37"E - 76.06
- 20. 577°03'43"E - 93.57
- 21. 577°33'43"E - 15.74
- 22. 580°32'52"E - 85.20
- 23. 584°37'13"E - 89.27
- 24. 584°17'03"E - 36.60

NOTE:
IRON PINS SET ON
ALL LOT CORNERS.



RECORDING PERMIT
By *[Signature]*
HALL COUNTY PLANNING COMMISSION

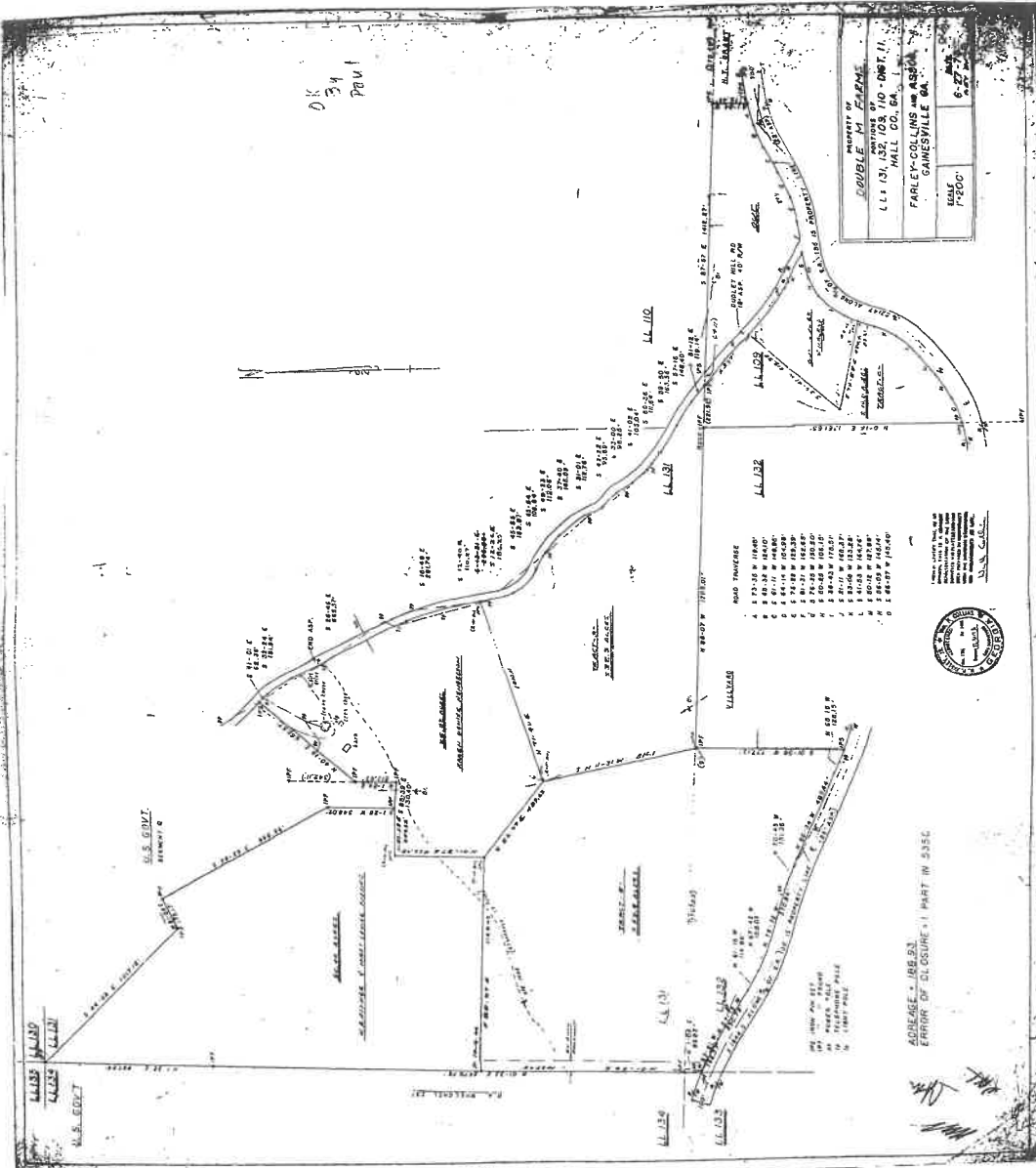
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND A CLOSURE OF ONE FOOT IN 70,000 FEET, AND HAS ADJUSTED USING THE CRANDALL RULE. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 15,226.1 FEET.

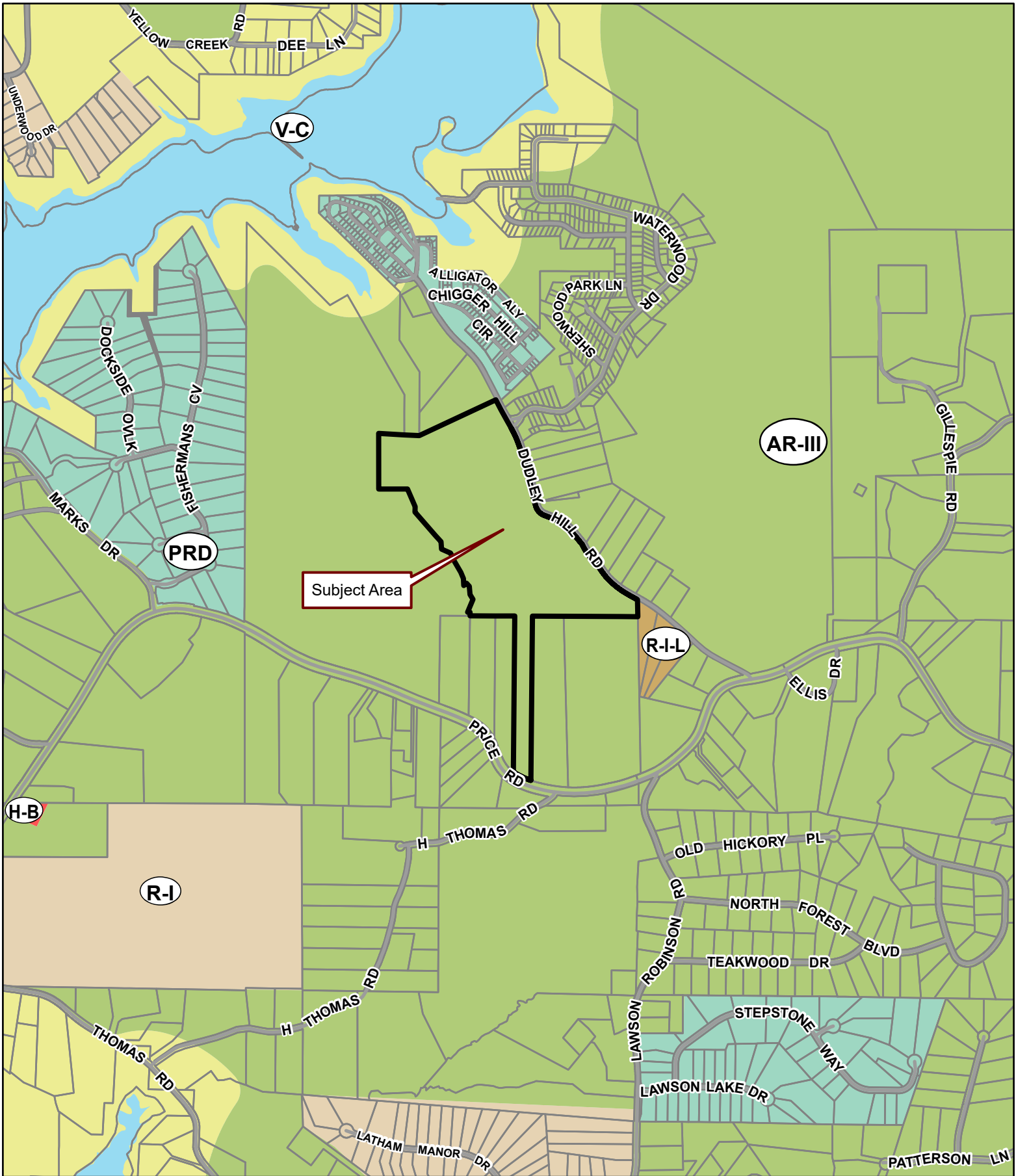
SURVEY FOR:
BARBARA GILSTRAP

LAND LOT 132 - 11th DISTRICT
HALL COUNTY, GEORGIA
FEBRUARY 28, 1985 - SCALE 1" = 100'

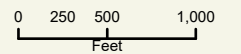
Recorded March 12, 1985 Dought & Wood, Clerk

Recorded June 1, 1981 — H. Grady Watson, Clerk

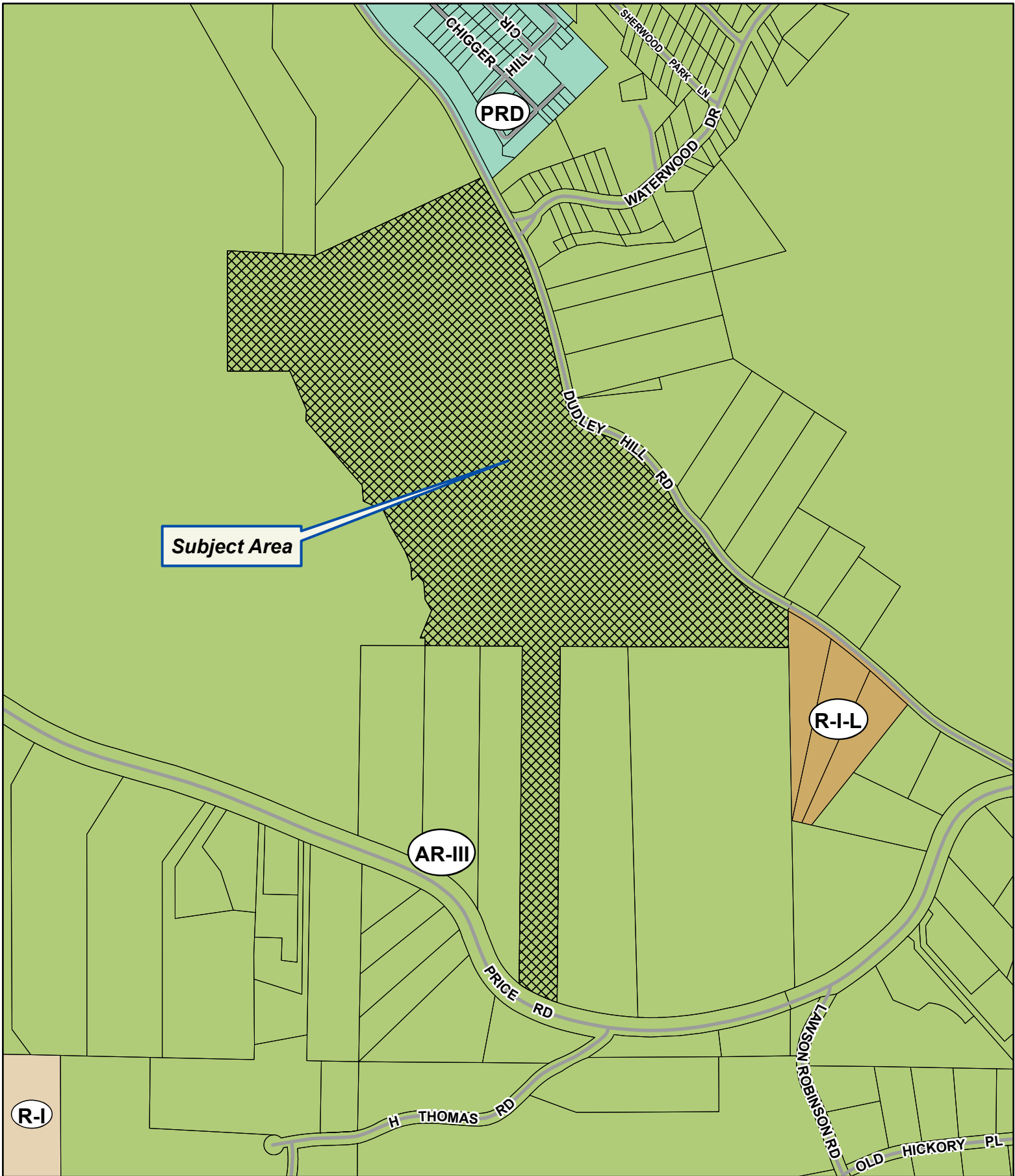




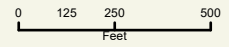
Applicant: BLUM & CAMPBELL, LLC C/O JODY CAMPBELL
Tax Parcel #: 11131 00001A
Location: 5181 DUDLEY HILL ROAD, GAINESVILLE, GA 30506
Commission District 2 **PC Mtg. Date: 08/05/2024**



- Zoning Boundary
 - ▭ City Limits
 - ▭ Subject Area
 - ▭ Structure
- N
↑



Applicant: BLUM & CAMPBELL, LLC C/O JODY CAMPBELL
Tax Parcel #: 11131 00001A
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Commission District 2 **PC Mtg. Date: 08/05/2024**



- Zoning Boundary
- ▭ City Limits
- ▨ Subject Area
- ▭ Structure





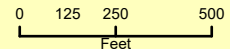
Applicant: BLUM & CAMPBELL, LLC C/O JODY CAMPBELL

Tax Parcel #: 11131 000001A

Location: 5181 DUDLEY HILL ROAD, GAINESVILLE, GA 30506

Commission District 2

PC Mtg. Date: 08/05/2024



- Zoning Boundary
- ▭ City Limits
- ▭ Subject Area



After recording, please return to:

Larry C. Oldham, P.C.
416 Pirkle Ferry Road
Suite K-500
Cumming, Georgia 30040

eFiled and eRecorded
DATE: 03/15/2021
TIME: 2:20 PM
DEED BOOK: 8758
PAGE: 165 - 168
FILING FEES: \$25.00
TRANSFER TAX: \$0.00
PARTICIPANT ID: 1184562897
PT61: 069-2021-002377
RECORDED BY: CH
CLERK: Charles Baker, C.S.C
Hall County, GA

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED ("Deed") is made and given as of January 15, 2021 from **Kevin B. Garland**, an individual resident of the State of Georgia, as party of the first part ("Grantor"), to **Kevin B. Garland and Kecia S. Garland**, individual residents of the State of Georgia, as joint tenants with right of survivorship, as parties of the second part ("Grantees") (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH

For and in consideration of the sum of Ten Dollars (\$10.00) in hand paid at and before the sealing and delivery of these presents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, aliened, transferred, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, transfer, convey and confirm unto Grantees the following described real property (the "Property"):

All that tract or parcel of land lying and being in Land Lots 131 and 132 of the 11th District of Hall County, Georgia, containing 55.07 acres, more or less, and being more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantees forever in FEE SIMPLE.

TOGETHER WITH AND SUBJECT TO all easements, covenants, restrictions and other matters which appear of record as of the date of this Deed.

AND Grantor will warrant and forever defend the right and title to the Property unto Grantees against the claims of all persons claiming under Grantor.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this Deed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Samy C. Oldham
Unofficial Witness

GRANTOR:

Kevin B. Garland (SEAL)
Kevin B. Garland

Sam M. Oldham
Notary Public

[Notary Seal]

My commission expires:

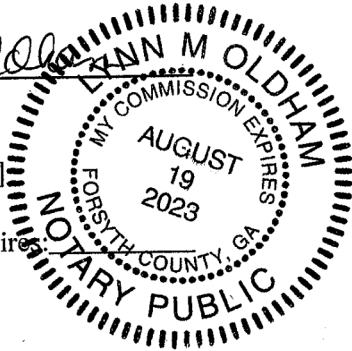


EXHIBIT A

LEGAL DESCRIPTION

TRACT I

All that tract or parcel of land, together with all improvements located thereo, lying and being in Land Lot 131 of the 11th Land District of Hall County, Georgia, being shown as property of Karen Denise Henderson on a Plat entitled "Property of Double M. Farms" dated June 27, 1973, revised May 13, 1981, by Farley Collins & Associates, Georgia Registered Surveyors, recorded in Plat Book 83, Pages 104 and 105, in the offices of the Clerk of the Superior Court of Hall County, Georgia, said plat being incorporated herein by this reference and made a part hereof, said property containing 25.82 acres.

LESS AND EXCEPT

That portion of the above-described property conveyed by warranty deed from Karen Denise Henderson to Eljo Company, dated July 3, 1987, recorded at Deed Book 1126, Page 14, Hall County, Georgia records.

TOGETHER WITH

TRACT II

All that tract or parcel of land, together with all improvements located thereo, lying and being in Land Lot 131 of the 11th Land District of Hall County, Georgia, being shown as Tract A on a Plat entitled "Property of Double M. Farms" dated June 27, 1973, revised May 13, 1981, by Farley Collins & Associates, Georgia Registered Surveyors, recorded in Plat Book 83, Pages 104 and 105, in the offices of the Clerk of the Superior Court of Hall County, Georgia, said plat being incorporated herein by this reference and made a part hereof, said property containing 32.30 acres.

LESS AND EXCEPT

That portion of the above-described property conveyed by warranty deed from Karen Denise Henderson to Eljo Company, dated July 3, 1987, recorded at Deed Book 1126, Page 14, Hall County, Georgia records.

TOGETHER WITH

TRACT III

All that tract or parcel of land, together with all improvements located thereo, lying and being in Land Lot 132 of the 11th Land District of Hall County, Georgia, containing 5.00 acres, being Tract 4 shown on a Plat prepared for Barbara Gilstrap by Henry Bailey, surveyor, dated February 28, 1985 and at Plat Book 101, Page 110, Hall County, Georgia plat records, said plat being incorporated herein by this reference and made a part hereof, said property being more particulary described as follows:

Beginning at an iron pin located on the original north line of Land Lot 132 and at the northwest corner of Tract 4, which pin is located North 89 degrees 25 minutes 39 seconds West a distance of 1061.69 from the northeast corner of Land Lot 132; proceed thence South 01 degree 53 minutes 00 seconds West a distance of 1387.00 to an iron pin located on the southwest right-of-way of State Route 136 a/k/a Price Road; proceed thence along said right-of-way the following courses and distances: (i) South 52 degrees 35 minutes 53 seconds East a distance of 8.69 feet to a point; (ii) South 58 degrees 05 minutes 00 seconds East a distance of 32.29 feet to a point; (iii) South 64 degrees 07 minutes 40 seconds East a distance of 55.36 feet to a point; and (iv) South 68 degrees 53 minutes 19 seconds East a distance of 71.20 feet to a point located at the southeast corner of Tract 4; proceed thence North 01 degree 53 minutes 00 seconds East a distance of 1455.00 feet to a point located at the northeast corner of Tract 4; proceed thence North 89 degrees 25 minutes 39 seconds West a distance of 152.84 to the point of beginning.

The above-described property is the property described in a warranty deed from Frank J. Pirkle to Howell B. Thomas dated August 31, 1987, and recorded at Deed Book 1139, Page 12, Hall County, Georgia records.

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Friday, June 28, 2024 10:26 AM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 8.5.24

Please find Environmental Health comments below:

Item 1, 0/3454 Gillsville Hwy, Chowdhury: 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.

Item 2A,B,C, 1954 Mountain View Road, Matheny: Must meet all residential permitting requirements.

Item 3A,B, 3193 Wallace Road, Del Toro: Must meet all residential permitting requirements.

Item 4A,B,C, 5248 Byers Road, Villeda: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 5, 3117 Athens Hwy, Agile Cold Storage: No comment.

Item 6, 5820 McEver Road, Nabeel: If public sewer not available, development must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Wastewater treatment and disposal may be required to be permitted through EPD. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan.

Item 7, 2052 Spring Road, Ruelas: No comment. Public sewer.

Item 8A,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.

Item 9, 4518/4520 Cagle Road, Rochester: If public sewer not available, development must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review.

Item 10, 5991 Swansey Road, Abernathy: No comment. Public sewer

Emily McGahee
Hall County Environmental Health
Hall County Government Center

2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Wednesday, July 3, 2024 1:56 PM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Planning Agenda for August 5, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See responses in red, below.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, June 27, 2024 10:48 AM
Subject: Tentative Planning Agenda for August 5, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning –

Here is the Tentative Agenda and Maps for the **Monday, August 5, 2024** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday, July 5th**. Email comments to Beth (bgarmon@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – July 15, 2024

OLD BUSINESS

1. [0 & 3454 Gillsville Highway | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 30.78± acre tract located on the south side of Gillsville Highway \(GA-323\), approximately 370 feet from its intersection with East Hall Road | Zoned AR-IV; Tax Parcels 15016 000158A & 000028C | Proposed Use: 20-lot residential subdivision | ** Commission District 3 | Sabina Chowdhury, applicant](#) Access on SR 323 will require GDOT coordination.

NEW BUSINESS

2. [\(A\) 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 Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#) No GDOT coordination required

- (B) 1954 Mountain View Road | Variance | 17.240.010.** to reduce the front yard setback along Mountain View Road | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | **Proposed Use: Single-family residence** | * Commission District 4 | **Randy L. Matheny, applicant** **No GDOT coordination required**
- (C) 1954 Mountain View Road | Variance | 17.240.010.** to reduce the rear yard setback | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | **Proposed Use: Single-family residence** | * Commission District 4 | **Randy L. Matheny, applicant** **No GDOT coordination required**
3. **(A) 3193 Wallace Road | Variance | 17.240.010.** to reduce the front yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | **Proposed Use: Single-family residence** | * Commission District 3 | **Julia Del Toro, applicant**
- (B) 3193 Wallace Road | Variance | 17.240.010.** to reduce the rear yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | **Proposed Use: Single-family residence** | * Commission District 3 | **Julia Del Toro, applicant** **No GDOT coordination required**
4. **(A) 5248 Byers Road | Variance | 17.240.010.** to reduce the right side yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Detached garage** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
- (B) 5248 Byers Road | Variance | 17.240.010.** to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Detached garage** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
- (C) 5248 Byers Road | Variance | 17.240.010.** to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Single-family residence** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
5. **3117 Athens Highway | Variance | 17.420.060.** to allow for additional wall signs | on a 34.52± acre tract located on the north side of Athens Highway (GA-129) at its intersection with Roy Parks Road | Zoned I-I (GCOD); Tax Parcel 15024 000036 | **Purpose: Wall sign** | * Commission District 3 | **Agile Cold Storage c/o John Blan, applicant** **No GDOT coordination required**
6. **5820 McEver Road | Amend Conditions of Zoning** | on a 3.57± acre tract located on the west side of McEver Road at its intersection with Lights Ferry Road | Zoned H-B, Tax Parcel 08119 000003 | **Proposed Use: Gas station and convenience store** | ** Commission District 2 | **Nabeel Group of Companies, Inc, applicant** **No GDOT coordination required**
7. **2052 Spring Road | Reestablishment of a Nonconforming Use** | on a 0.19± acre tract located on the north side of Spring Road, approximately 237 feet from its intersection with Skelton Road | Zoned H-B, Tax Parcel 00122 002010 | **Proposed Use: Single-family residence** | ** Commission District 4 | **Ashley Xitlaly Ruelas, applicant** **No GDOT coordination required**
8. **(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 side 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**
- (B) 5181 Dudley Hill Road | Use Subject to County Commission Approval** | 17.70.040 for a subdivision | on a 47.61± acre tract located on the west side 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**
- (C) 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 side 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**

9. [\(A\) 4518 & 4520 Cagle Road | Rezone | from Agricultural Residential III \(AR-III\) to Light Industrial \(I-I\) & Gateway Corridors Overlay District \(GCOD\) | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Permitted uses in light industrial zoning district | ** Commission District 3 | Rochester|DCCM, applicant](#) Access on SR 365 will require GDOT coordination.
10. [\(B\) 4518 & 4520 Cagle Road | Use Subject to County Commission | 17.420.050 for outdoor storage within GCOD | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Outdoor storage | ** Commission District 3 | Rochester|DCCM, applicant](#) Access on SR 365 will require GDOT coordination.

[5991 Swansey Road | Amend Conditions of Zoning | on a 38.45 ± acre tract located on the south side of Swansey Road approximately 476 feet from its intersection with Circle Four Ranch | Zoned PRD, Tax Parcel 15048 000034 | Proposed Use: 100-lot subdivision | ** Commission District 1 | Abernathy Engineering Group, applicant](#) No GDOT coordination required

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, September 12, 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, September 12, 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: July 5, 2024

t: 770.531.6800 | f: 770.531.3945

Subject: August 5, 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 August 5, 2024 meeting. Upon review, we provide the following comments.

OLD BUSINESS

1. [0 & 3454 Gillsville Highway | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 30.78± acre tract located on the south side of Gillsville Highway \(GA-323\), approximately 370 feet from its intersection with East Hall Road | Zoned AR-IV; Tax Parcels 15016 000158A & 000028C | Proposed Use: 20-lot residential subdivision | ** Commission District 3 | Sabina Chowdhury, applicant](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream Show FEMA and Hall County studied Flood plains that are present on site.
 - b. **Traffic:** GA DOT driveway permit required
 - c. **Utilities:** NO sanitary sewer in area.

NEW BUSINESS

2. [\(A\) 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 Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#)
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- a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.
3. [\(A\) 3193 Wallace Road | Variance | 17.240.010. to reduce the front yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | Proposed Use: Single-family residence | * Commission District 3 | Julia Del Toro, applicant](#)
[\(B\) 3193 Wallace Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | Proposed Use: Single-family residence | * Commission District 3 | Julia Del Toro, applicant](#)
- a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.
4. [\(A\) 5248 Byers Road | Variance | 17.240.010. to reduce the right side yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | Proposed Use: Detached garage | * Commission District 2 | Hector J & Teresa Villeda, applicant](#)
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- a. **Engineering:** Drainage easement may be changed, but must enter and exit in the place as the final plat PB:40 PG:242.
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.
5. [3117 Athens Highway | Variance | 17.420.060. to allow for additional wall signs | on a 34.52± acre tract located on the north side of Athens Highway \(GA-129\) at its intersection with Roy Parks Road | Zoned I-I \(GCOD\); Tax Parcel 15024 000036 | Purpose: Wall sign | * Commission District 3 | Agile Cold Storage c/o John Blan, applicant](#)
- a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.

6. [5820 McEver Road | Amend Conditions of Zoning | on a 3.57± acre tract located on the west side of McEver Road at its intersection with Lights Ferry Road | Zoned H-B, Tax Parcel 08119 000003 | Proposed Use: Gas station and convenience store | ** Commission District 2 | Nabeel Group of Companies, 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.
 - b. **Traffic:** Driveway to be reviewed during plan review
 - c. **Utilities:** No Hall County sewer in area.

7. [2052 Spring Road | Reestablishment of a Nonconforming Use | on a 0.19± acre tract located on the north side of Spring Road, approximately 237 feet from its intersection with Skelton Road | Zoned H-B, Tax Parcel 00122 002010 | Proposed Use: Single-family residence | ** Commission District 4 | Ashley Xitlaly Ruelas, applicant](#)
 - a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.

8. [\(A\) 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 side 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:** Show stream buffer and impervious setback from wooded vegetation not centerline of stream.
As this subdivision is greater than 6 lots on an existing road a stormwater management report prepared by a professional engineer will be required.
Show FEMA and Hall County studied Flood plains that are present on site.
 - b. **Traffic:** Provide sight distance for each drive
Common access drive will need to meet County standards and go through the development review process.
 - c. **Utilities:** No comment.

9. [\(A\) 4518 & 4520 Cagle Road | Rezone | from Agricultural Residential III \(AR-III\) to Light Industrial \(I-I\) & Gateway Corridors Overlay District \(GCOD\) | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Permitted uses in light industrial zoning district | ** Commission District 3 | Rochester|DCCM, applicant](#)
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- a. **Engineering:** Show stream buffer and impervious setback from wretched vegetation not centerline of stream
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
- b. **Traffic:** GA DOT permit required
- c. **Utilities:** Sanitary sewer on SR 365

10. [5991 Swansey Road | Amend Conditions of Zoning | on a 38.45 ± acre tract located on the south side of Swansey Road approximately 476 feet from its intersection with Circle Four Ranch | Zoned PRD, Tax Parcel 15048 000034 | Proposed Use: 100-lot subdivision | ** Commission District 1 | Abernathy Engineering Group, applicant](#)

- a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
Show stream buffer and impervious setback from wretched vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.
- b. **Traffic:** Needs to be reviewed by legal
- c. **Utilities:** No comment.

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Tuesday, July 2, 2024 4:21 PM
To: Anael Dominguez (CDI: Planning)
Cc: Beth Garmon (CDI: Planning)
Subject: Fire Comments

Monday, August 5, 2024 Hall County Planning Commission Meeting.

1. [\(A\) 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 side 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](#)
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[\(C\) 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 side 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](#)

[The Hall County Fire Marshal's Office considers the plan conceptual in nature and if approved may require modifications during the development review process.](#)

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org



Print

Board of Commissioners Work Session Comments - August 5, 2024 - Submission #99123

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 8, 2024 Work Session of the Hall County Board of Commissioners.

First Name*

Georgia

Last Name*

Smith

Address1*

5238 Dudley Hill Rd

Address2

City*

Gainesville

State*

GA

Zip*

30506-2341

Your Comments*

That Property is RESIDENTIAL/ Agricultural and I only want to see ONE house , Garage , Shed , Barn Cows , Horse , Goats ...I say NO to rezoning this Property. we already have to much Traffic on Dudley Hill Rd . Plus Price Rd all ready has more traffic since the Property net to CVS and Thompson Bridge Rd was been built..Plus previous owner clear cut all the trees and ROOTS without a permit and far as i know never received a fine.with Erosion trouble just last week a tree fall down on Dudley Hill Rdthe owner left piles of roots and tried to burn them which everybody on Dudley Hill Rd and Waterwood Dr call the Fire Dept many times.

Please write your comments in the box above.

File Upload

No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

diana.dixon@yahoo.com 973-534-6866

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

Print

Board of Commissioners Work Session Comments - August 5, 2024 - Submission #99124

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 8, 2024 Work Session of the Hall County Board of Commissioners.

First Name*

Georgia

Last Name*

Smith.

Address1*

5238 Dudley Hill Rd

Address2

City*

Gainesville

State*

GA

Zip*

30506-2341

Your Comments*

That Property is RESIDENTIAL/ Agricultural and I only want to see ONE house , Garage , Shed , Barn Cows , Horse , Goats ...I say NO to rezoning this Property. we all ready have to much Traffic on Dudley Hill Rd . Plus Price Rd all ready has more traffic since the Property net to CVS and Thompson Bridge Rd was been built..Plus previous owner clear cut all the trees and ROOTS without a permit and far as i know never received a fine.with Erosion trouble just last week a tree fall down on Dudley Hill Rdthe owner and left piles of roots and tried to burn them which everybody on Dudley Hill Rd and Waterwood Dr call the Fire Dept many times.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

diana.dixon@yahoo.com 973-534-6866

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

Anael Dominguez (CDI: Planning)

From: Diana Milne-Smith <diana30506@gmail.com>

Sent: Tuesday, June 18, 2024 3:31 PM

To: Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>; Gmail <diana30506@gmail.com>

Subject: 5181 Dudley Hill Rd June-18-2024

You don't often get email from diana30506@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sent from [Mail](#) for Windows

I got a letter about 5181 Dudley Hill rd he wants to put 20 house on it.. I say NO WAY..

When I called they gave me planningathallcounty.org and to say my peace.. well I don't know

Where I'm suppose to write anything. Please send me the link asap..

There is no way in H"" I want 20 homes across the street from me and there is all ready lots of cars from the
Traylor park.. that property is zone for 1 house only and that is all I want to see ..

Thank you Diana Smith 5239 Dudley Hill Rd Gainesville GA 30506

Print

Planning Commission Comments - Aug. 5, 2024 - Submission #99122

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Diana

Last Name*

Smith

Address1*

5238 Dudley Hill Rd

Address2

City*

Gainesville

State*

GA

Zip*

30506

Zoning Item for Comment*

5181 Dudley Hill Road | Rezone

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

That Property is RESIDENTIAL/ Agricultural and I only want to see ONE house , Garage , Shed , Barn Cows , Horse , Goats ...I say NO to rezoning this Property. we all ready have to much Traffic on Dudley Hill Rd . Plus Price Rd all ready has more traffic since the Property net to CVS and Thompson Bridge Rd was been built..Thank You Diana Smith

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Category Planning & Zoning has received a new request.

Here is what we have on file:

All

#1815

Category: Planning & Zoning
Priority: 3
Assigned To: Crowe Sarah
Submitted: 6/3/2024 11:01 PM
Source: Website 172.71.30.10

SUBMITTER

Ivan Vilcov
5224 Dudley hill rd
Gainesville, GA 30503

[View Request](#)

CONTACT

megatrust.nc@gmail.com
8436800908

5181 DUDLEY HILL RD DUDLEY
HILL RD
GAINESVILLE, GA 30506

REQUEST DETAILS

Description

My wife and I reside at across from 5181. We object access to the 20 single residential homes from dudley hill rd. The reason is that the road is too narrow for more traffic and extremely dangerous because of the curves. That being said, unless the county widens the road to allow for more traffic, we strongly oppose the access from dudley hill rd, especially since it's across from our driveway. It's extremely dangerous getting on the road from our driveway now...and having this proposed access across from our driveway will make it unsafe for us. If you don't consider our concern, we will then we will have to look at taking legal action. Thank you!

Your Information

Name
Ivan Vilcov
Fax Number
Email Address
megatrust.nc@gmail.com
Preferred Contact Method
email

Print

Planning Commission Comments - Aug. 5, 2024 - Submission #99139

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

kathy

Last Name*

zuzock

Address1*

5413 waterwood drive

Address2

City*

Gainesville

State*

GA

Zip*

30506-2341

Zoning Item for Comment*

5181 Dudley Hill Road | Rezone

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

there is already too much traffic on dudley hill road, & rezoning will only exasperate the situation. Dudley Hill Road was not designed to handle that kind of volume!!!!

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Print

Planning Commission Comments - Aug. 5, 2024 - Submission #99127

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

MaryAnn

Last Name*

Milne

Address1*

5238 Dudley Hill Rd

Address2

City*

Gainesville

State*

GA

Zip*

30506-2341

Zoning Item for Comment*

5181 Dudley Hill Road | Rezone

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

My daughter was right this area looks just like home, open spaces , farm land..I say NO to Rezoning 5181 Dudley Hill Rd.. i have already notice more traffic on Price rd since that property next to CVS was built.I moved in with my Daughter 4 years ago.stop cutting down all the tree we need them to breath! NO TO REZONING 5181 Dudley Hill Rd.. Thompson Bridge Rd was to much new building also.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

All

#1851

Category:	Planning & Zoning	SUBMITTER
Priority:	3	Ralph Smith
Assigned To:	Crowe Sarah	5238 Dudley hill road
Submitted:	7/25/2024 1:24 PM	Gainesville, GA 30506
Source:	Website 172.68.70.245	CONTACT
		smithdiral@gmail.com

[View Request](#)

5181 Dudley hill road
Gainesville, Georgia
30506

REQUEST DETAILS

Description

The rezoning of this property absolutely should not go through. They want to put a development there. A few years ago a company wanted to develop an area close to this site. This area is off Price road which the company was told they could not develop until Price road was widened and improved witch has not been done and approving this zoning change could open up law suits for not approving others. Mainly though Price road and especially dudley hill road could not take this kind of extra traffic. Thankyou for listening to me on this subject.

Your Information

Name

Ralph Smith

Fax Number

Email Address

smithdiral@gmail.com

Preferred Contact Method

email

Print

Planning Commission Comments - Aug. 5, 2024 - Submission #99129

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Robert

Last Name*

Milne

Address1*

5238 Dudley Hill Rd

Address2

City*

Gainesville

State*

GA

Zip*

30506-2341

Zoning Item for Comment*

5181 Dudley Hill Road | Rezone

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

My daughter was right this area looks just like home, open spaces , farm land..I say NO to Rezoning 5181 Dudley Hill Rd.. i have already notice more traffic on Price rd since that property next to CVS was built.I moved in with my Daughter 4 years ago.stop cutting down all the tree we need them to breath! NO TO REZONING 5181 Dudley Hill Rd.. Thompson Bridge Rd was to much new building also!!! DO NOT REZONE

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Print

Planning Commission Comments - Aug. 5, 2024 - Submission #99125

Date Submitted: 8/4/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Sonny

Last Name*

Smith

Address1*

5238 Dudley Hill Rd

Address2

City*

Gainesville

State*

GA

Zip*

30506-2341

Zoning Item for Comment*

5181 Dudley Hill Road | Rezone

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

That Property is RESIDENTIAL/ Agricultural and I only want to see ONE house , Garage , Shed , Barn Cows , Horse , Goats ...I say NO to rezoning this Property. we all ready have to much Traffic on Dudley Hill Rd . Plus Price Rd all ready has more traffic since the Property net to CVS and Thompson Bridge Rd was been built..Plus previous owner clear cut all the trees and ROOTS without a permit and far as i know never received a fine.with Erosion trouble just last week a tree fall down on Dudley Hill Rdthe owner and left piles of roots and tried to burn them which everybody on Dudley Hill Rd and Waterwood Dr call the Fire Dept many times.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: BLUM & CAMPBELL, LLC c/o Jody CAMPBELL

REQUEST: REZONE FROM AR-III TO R-1L FOR A 20-LOT SINGLE-FAMILY DEVELOPMENT

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	&	COUNTY COMMISSION
Date: <u>Aug 5, 2024 24</u>		Date: <u>Sept. 10, 2024</u>
Time: <u>5:15 p.m.</u>		Time: <u>6:00 p.m.</u>

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA.
FOR MORE INFORMATION CALL: (770) 531-6809

Jul 12, 2024 10:21:35
5232 Dudley Hill Road
Gainesville
Hall County
Georgia

THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: BLUM & CAMPBELL, LLC C/O JODY CAMPBELL
REQUEST: USE SUBJECT TO COUNTY COMMISSION APPROVAL
FOR A 20-LOT SINGLE FAMILY DEVELOPMENT

PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: AUG 05, 2024
Time: 5:15 PM
&
COUNTY COMMISSION
Date: SEPT 10, 2024
Time: 6:00 PM
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: BLUM & CAMPBELL, LLC C/O JODY CAMPBELL
REQUEST: REZONE FROM AR-III TO R-1-L FOR A 20-LOT
SINGLE-FAMILY DEVELOPMENT

PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: Aug. 5, 2024
Time: 5:15 p.m.
&
COUNTY COMMISSION
Date: Sept. 10, 2024
Time: 6:00 p.m.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: BLUM & CAMPBELL, LLC C/O JODY CAMPBELL
REQUEST: VARY COMMON ACCESS DRIVEWAY STANDARDS
TO ALLOW ACCESS TO MORE THAN 5 LOTS

PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: Aug 5 2024
Time: 5:15 p.m.
&
COUNTY COMMISSION
Date: Sept 10 2024
Time: 6:00 p.m.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

Jul 12, 2024 10:18:58
5154 Dudley Hill Road
Gainesville
Hall County
Georgia



AGENDA ITEM

Planning & Zoning

REPORT TO: Work Session (09/09/24)

REPORT TO: Voting Meeting (09/10/24)

ITEM NO: 483/2024

SUBJECT: **4518 & 4520 Cagle Road | Rezone** | from Agricultural Residential III (AR-III) to Light Industrial (I-I) & Gateway Corridors Overlay District (GCOD) | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | **Proposed Use: Permitted uses in light industrial zoning district** | Commission District 3 | **Rochester** | **DCCM, applicant**

Meetings:

Work Session Date: 09/09/24

Voting Meeting Date: 09/10/24

Executive Summary:

Presenter: BG
Recommendation:

Approval, with conditions:

1. The property shall be developed in accordance with the site plans dated May 3, 2024, and as described in the project narrative dated June 26, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Phase 1 development shall be allowed within the footprint identified on the site plan dated May 3, 2024. All transportation trailers and shipping containers shall be stored in designated areas. Other storage of any other kind is not permitted.
3. For Phase 2 development of the parcel, all outdoor storage uses and the following uses which are designated as permitted in the Light Industrial District shall be prohibited:
 - a. Any retail or retail service establishments.
 - b. Automobile repair garages.
 - c. Bus stations.
 - d. Drive-in theaters.
 - e. Hotels, motels or tourist courts.
 - f. Junk yards.
 - g. Service stations.
 - h. Storage yards.
 - i. Family day care home.
 - j. Group day care home.
 - k. Adult establishments.
 - l. Astrologers, clairvoyants, fortune tellers, palmists, phrenologists and related occupations to the list of occupations licensed by the Board of Commissioners in the Light Industrial District (I-I).
4. Phase 1 development may include graded aggregate base (GAB) for parking/storage areas. All driveways located within existing rights-of-way shall be paved with asphalt or concrete to comply with Georgia Department of Transportation (GDOT) Standards.
5. Phase 2 driveway and parking areas shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420). Existing driveway and parking areas must be paved with asphalt or concrete at the time of Phase 2 construction.
6. All other development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420), with exceptions allowing for tilt up concrete wall construction and TPO roof materials.
7. There shall be a 50 foot transitional buffer adjacent to the right-of-way of Cornelia Highway (SR 365) using the existing mature landscape and supplemented with additional planted evergreens with installation height of no less than 6 feet 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.
8. Access to the property shall be from Cornelia Highway (SR 365) and shall be approved by the Hall County Engineering Department and/or the Georgia Department of Transportation as applicable. No access to the property shall be permitted from Cagle Road. The developer shall be responsible for all costs associated with improvements necessary for access to the development.
9. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.
10. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
11. Building elevations must be submitted to the Director of Planning and Zoning prior to applications for any building permits.

Purpose of Request:

4518 & 4520 Cagle Road | Rezone | from Agricultural Residential III (AR-III) to Light Industrial (I-I) & Gateway Corridors Overlay District (GCOD) | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | **Proposed Use: Permitted uses in light industrial zoning district** | Commission District 3 | **Rochester** | **DCCM, 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
- Updated Site Plan
- Original Site Plan
- Maps
- Deed
- Legal Description
- Environmental Health Comments
- GDOT Comments
- Public Works 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 26, 2024

Subject: **4518 & 4520 Cagle Road | Rezone** | from Agricultural Residential III (AR-III) to Light Industrial (I-I) & Gateway Corridors Overlay District (GCOD) | on a 16.61± combined tract | **Proposed Use: Permitted uses in Light Industrial zoning district | Rochester | DCCM, applicant**

The request before you is the request of Rochester | DCCM to rezone from Agricultural Residential III (AR-III) to Light Industrial (I-I) & Gateway Corridors Overlay District (GCOD) to allow permitted uses in light industrial zoning district. This item is located within Commission District 3.

At their August 5, 2024 meeting, the Hall County Planning Commission voted to recommend approval with eleven (11) conditions **(4-0, Varner absent)**.

Staff recommendation: **Approval, with conditions**, as the proposed use is consistent with surrounding zoning districts and “Employment Corridor” future land use in the Comprehensive Plan.

There were **no comments submitted** in advance of the Planning Commission meeting and **no one spoke during the public hearing**.

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plans dated May 3, 2024, and as described in the project narrative dated June 26, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Phase 1 development shall be allowed within the footprint identified on the site plan dated May 3, 2024. All transportation trailers and shipping containers shall be stored in designated areas. Other storage of any other kind is not permitted.

3. For Phase 2 development of the parcel, all outdoor storage uses and the following uses which are designated as permitted in the Light Industrial District shall be prohibited:
 - a. Any retail or retail service establishments.
 - b. Automobile repair garages.
 - c. Bus stations.
 - d. Drive-in theaters.
 - e. Hotels, motels or tourist courts.
 - f. Junk yards.
 - g. Service stations.
 - h. Storage yards.
 - i. Family day care home.
 - j. Group day care home.
 - k. Adult establishments.
 - l. Astrologers, clairvoyants, fortune tellers, palmists, phrenologists and related occupations to the list of occupations licensed by the Board of Commissioners in the Light Industrial District (I-I).
4. Phase 1 development may include graded aggregate base (GAB) for parking/storage areas. All driveways located within existing rights-of-way shall be paved with asphalt or concrete to comply with Georgia Department of Transportation (GDOT) Standards.
5. Phase 2 driveway and parking areas shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420). Existing driveway and parking areas must be paved with asphalt or concrete at the time of Phase 2 construction.
6. All other development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420), with exceptions allowing for tilt up concrete wall construction and TPO roof materials.
7. There shall be a 50 foot transitional buffer adjacent to the right-of-way of Cornelia Highway (SR 365) using the existing mature landscape and supplemented with additional planted evergreens with installation height of no less than 6 feet 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.
8. Access to the property shall be from Cornelia Highway (SR 365) and shall be approved by the Hall County Engineering Department and/or the Georgia Department of Transportation as applicable. No access to the property shall be permitted from Cagle Road. The developer shall be responsible for all costs associated with improvements necessary for access to the development.
9. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Official Code of Hall County, as well as any other

agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.

10. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
11. Building elevations must be submitted to the Director of Planning and Zoning prior to applications for any building permits.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Rochester | DCCM

Request **(A)** Rezone from Agricultural Residential III (AR-III, 17.110) to Light Industrial (I-I, 17.170) and Gateway Corridors Overlay District (GCOD, 17.420)
(B) Use Subject to County Commission Approval | for Outdoor storage within the Gateway Corridors Overlay District (GCOD, 17.420.050.B)

Proposed Use Outdoor storage and permitted uses in the Light Industrial zoning districts

Size 16.61± acres

Zoning Current: Agricultural Residential III (AR-III, 17.110) | Proposed: Light Industrial (I-I, 17.170)

Location **4518 & 4520 Cagle Road** | Tax Parcels 15007 000030 & 000031

Commission District Three

Planning Commission Date August 5, 2024

Staff Recommendation **(A) & (B) Approval, with conditions**, as the proposed use is consistent with surrounding zoning districts and “Employment Corridor” future land use in the Comprehensive Plan

Record Number.....HZON24-0018 & HZCU24-0027

Planning Commission Recommendation.....**(A) Approval, with conditions**
Vote: 4-0 (Varner absent)
(B) Approval, with conditions
Vote: 4-0 (Varner absent)

(A) and (B) Planning Commission Conditions:

1. The property shall be developed in accordance with the site plans dated May 3, 2024, and as described in the project narrative dated June 26, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Phase 1 development shall be allowed within the footprint identified on the site plan dated May 3, 2024. All transportation trailers and shipping containers shall be stored in designated areas. Other storage of any other kind is not permitted.
3. For Phase 2 development of the parcel, all outdoor storage uses and the following uses which are designated as permitted in the Light Industrial District shall be prohibited:
 - a. Any retail or retail service establishments.
 - b. Automobile repair garages.
 - c. Bus stations.
 - d. Drive-in theaters.
 - e. Hotels, motels or tourist courts.
 - f. Junk yards.
 - g. Service stations.
 - h. Storage yards.
 - i. Family day care home.
 - j. Group day care home.
 - k. Adult establishments.
 - l. Astrologers, clairvoyants, fortune tellers, palmists, phrenologists and related occupations to the list of occupations licensed by the Board of Commissioners in the Light Industrial District (I-I).
4. Phase 1 development may include graded aggregate base (GAB) for parking/storage areas. All driveways located within existing rights-of-way shall be paved with asphalt or concrete to comply with Georgia Department of Transportation (GDOT) Standards.
5. Phase 2 driveway and parking areas shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420). Existing driveway and parking areas must be paved with asphalt or concrete at the time of Phase 2 construction.
6. All other development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420), with exceptions allowing for tilt up concrete wall construction and TPO roof materials.
7. There shall be a 50 foot transitional buffer adjacent to the right-of-way of Cornelia Highway (SR 365) using the existing mature landscape and supplemented with additional planted evergreens with installation height of no less than 6 feet 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.
8. Access to the property shall be from Cornelia Highway (SR 365) and shall be approved by the Hall County Engineering Department and/or the Georgia Department of Transportation as applicable. No access to the property shall be permitted from Cagle Road. The developer shall be responsible for all costs associated with improvements necessary for access to the development.
9. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Official Code

of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.

10. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
11. Building elevations must be submitted to the Director of Planning and Zoning prior to applications for any building permits.

Excerpts from the minutes of the August 5, 2024 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Bradley Dunckel, 425 Oak Street, Gainesville, presented the request. The applicant stated that the outdoor storage area will provide additional time for pick up and/or drop off for waiting deliveries. The applicant stated that in the future, the highest and best use of the property will be an industrial building.

Public Forum:

There were no comments in support or opposition

Planning Commission Comments:

Mr. Braswell questioned the grading of the property. Mr. Hunt questioned if shipping containers will be stacked. The applicant stated that they will not be. Mr. Hunt questioned the use in Phase 2. The applicant stated it would be utilized as a warehouse.

A

Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Mr. Sosebee.

Vote: 4-0 (Varner absent)

Conditions:

1. The property shall be developed in accordance with the site plans dated May 3, 2024, and as described in the project narrative dated June 26, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Phase 1 development shall be allowed within the footprint identified on the site plan dated May 3, 2024. All transportation trailers and shipping containers shall be stored in designated areas. Other storage of any other kind is not permitted.
3. For Phase 2 development of the parcel, all outdoor storage uses and the following uses which are designated as permitted in the Light Industrial District shall be prohibited:
 - a. Any retail or retail service establishments.
 - b. Automobile repair garages.
 - c. Bus stations.
 - d. Drive-in theaters.

- e. Hotels, motels or tourist courts.
 - f. Junk yards.
 - g. Service stations.
 - h. Storage yards.
 - i. Family day care home.
 - j. Group day care home.
 - k. Adult establishments.
 - l. Astrologers, clairvoyants, fortune tellers, palmists, phrenologists and related occupations to the list of occupations licensed by the Board of Commissioners in the Light Industrial District (I-I).
4. Phase 1 development may include graded aggregate base (GAB) for parking/storage areas. All driveways located within existing rights-of-way shall be paved with asphalt or concrete to comply with Georgia Department of Transportation (GDOT) Standards.
 5. Phase 2 driveway and parking areas shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420). Existing driveway and parking areas must be paved with asphalt or concrete at the time of Phase 2 construction.
 6. All other development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420), with exceptions allowing for tilt up concrete wall construction and TPO roof materials.
 7. There shall be a 50 foot transitional buffer adjacent to the right-of-way of Cornelia Highway (SR 365) using the existing mature landscape and supplemented with additional planted evergreens with installation height of no less than 6 feet 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.
 8. Access to the property shall be from Cornelia Highway (SR 365) and shall be approved by the Hall County Engineering Department and/or the Georgia Department of Transportation as applicable. No access to the property shall be permitted from Cagle Road. The developer shall be responsible for all costs associated with improvements necessary for access to the development.
 9. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.
 10. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
 11. Building elevations must be submitted to the Director of Planning and Zoning prior to applications for any building permits.

B

***Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Mr. Sosebee.
Vote: 4-0 (Varner absent)***

1. The property shall be developed in accordance with the site plans dated May 3, 2024, and as described in the project narrative dated June 26, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Phase 1 development shall be allowed within the footprint identified on the site plan dated May 3, 2024. All transportation trailers and shipping containers shall be stored in designated areas. Other storage of any other kind is not permitted.
 3. For the Phase 2 development of the parcel, all outdoor storage uses and the following uses which are designated as permitted in the Light Industrial District shall be prohibited:
 - a. Any retail or retail service establishments.
 - b. Automobile repair garages.
 - c. Bus stations.
 - d. Drive-in theaters.
 - e. Hotels, motels or tourist courts.
 - f. Junk yards.
 - g. Service stations.
 - h. Storage yards.
 - i. Family day care home.
 - j. Group day care home.
 - k. Adult establishments.
 - l. Astrologers, clairvoyants, fortune tellers, palmists, phrenologists and related occupations to the list of occupations licensed by the Board of Commissioners in the Light Industrial District (I-I).
 4. Phase 1 development may include graded aggregate base (GAB) for parking/storage areas. All driveways located within existing rights-of-way shall be paved with asphalt or concrete to comply with Georgia Department of Transportation (GDOT) Standards.
 5. Phase 2 driveway and parking areas shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420). Existing driveway and parking areas must be paved with asphalt or concrete at the time of Phase 2 construction.
 6. All other development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420), with exceptions allowing for tilt up concrete wall construction and TPO roof materials.
 7. There shall be a 50 foot buffer adjacent to the right-of-way of Cornelia Highway (SR 365) using the existing mature landscape and supplemented with additional planted evergreens with installation height of no less than 6 feet 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.
 8. Access to the property shall be from Cornelia Highway (SR 365) and shall be approved by the Hall County Engineering Department and/or the Georgia Department of Transportation as applicable. No access to the property shall be permitted from Cagle Road. The developer shall be responsible for all costs associated with improvements necessary for access to the development.
 9. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.
 10. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
 11. Building elevations must be submitted to the Director of Planning and Zoning prior to applications for any building permits.
-

(A) and (B) Staff Recommended Conditions:

1. The property shall be developed in accordance with the site plans dated May 3, 2024, and as described in the project narrative dated June 26, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Phase 1 development shall be allowed within the footprint identified on the site plan dated May 3, 2024. All transportation trailers and shipping containers shall be stored in designated areas. No stacking of shipping containers shall be allowed. No storage of any other kind is permitted.
3. For the Phase 2 development of the parcel, all outdoor storage uses and the following uses which are designated as permitted in the Light Industrial District shall be prohibited:
 - a. Any retail or retail service establishments.
 - b. Automobile repair garages.
 - c. Bus stations.
 - d. Drive-in theaters.
 - e. Hotels, motels or tourist courts.
 - f. Junk yards.
 - g. Service stations.
 - h. Storage yards.
 - i. Wholesaling and warehousing.
 - j. Family day care home.
 - k. Group day care home.
 - l. Adult establishments.
 - m. Astrologers, clairvoyants, fortune tellers, palmists, phrenologists and related occupations to the list of occupations licensed by the Board of Commissioners in the Light Industrial District (I-I).
4. Phase 1 development may include graded aggregate base (GAB) for parking/storage areas. All driveways located within existing rights-of-way shall be paved with asphalt or concrete.
5. Phase 2 driveway and parking areas shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420).
6. All other development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420).
7. There shall be a 25 foot undisturbed buffer adjacent to the right-of-way of Cornelia Highway (SR 365) using the existing mature landscape and supplemented with additional planted evergreens with installation height of no less than 6 feet 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.
8. Access to the property shall be from Cornelia Highway (SR 365) and shall be approved by the Hall County Engineering Department and/or the Georgia Department of Transportation as applicable. No access to the property shall be permitted from Cagle Road. The developer shall be responsible for all costs associated with improvements necessary for access to the development.

9. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.
10. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

The following should be considered as exceptions to the Official Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:

Phase 1:

17.420.05.D.4.d – Outdoor storage.

- Outdoor storage or sales displays shall be prohibited from front yards except when permitted in the underlying zoning district and further authorized by a conditional use permit pursuant to the procedures of the Hall County Zoning Ordinance. Outdoor storage or sales displays shall be screened from view from public streets and adjacent property by a permanent opaque enclosure consisting of a minimum eight-foot-high solid fence or wall.
 - The applicant proposes outdoor storage be allowed on all portions of the site, and plans to screen storage areas from Cornelia Highway (SR 365) with two rows of staggered plant materials with an installation height of no less than 6 feet as referenced in Chapter 17.420.05.C.3.

17.420.050.E.3 – Paving materials for parking lots.

- All parking areas shall be paved with asphalt, concrete (or pervious materials approved by the director.)
 - The applicant proposes graded aggregate base for parking and storage areas. All driveways located within existing rights-of-way shall be paved with asphalt or concrete.

Phase 2:

17.420.050.H.2.c - Building materials.

- Building materials used for all four sides of new or reconstructed buildings are restricted to the following:
 - i. Brick.
 - ii. Stone. Natural stone such as, but not limited to, granite, limestone, and marble are allowed building materials. Terra cotta and/or cast stone, which simulate natural stone, are also acceptable. Painted stone is prohibited.
 - iii. Split-face block/concrete masonry unit (CMU) is restricted to 50 percent of the surface area of each side of a principal building.
 - iv. Stucco is restricted to 50 percent of the surface area of each side of a building.

- v. Glass and glass block.
- vi. Exposed concrete block, painted concrete block, metal, tilt/up and pre-cast concrete are prohibited materials for any exterior wall.
 - The applicant proposes building materials which may include tilt-up concrete panel construction.

17.420.05.H.3 – Roof materials.

- Materials for pitched roofs shall be limited to architectural grade composition shingles, natural slate, natural terra cotta, natural wood shake, or factory finished metal with standing seams.
 - The applicant proposes roof materials to include TPO membrane roofing.

Summary Analysis

The applicant is requesting to (A) rezone a combined 16.61± acre tracts from Agricultural Residential III (AR-III, 17.110) to Light Industrial (I-I, 17.160) within the Gateway Corridors Overlay District (GCOD, 17.420). Concurrent to this request, the applicant is requesting (B) a use subject to County Commission approval for an outdoor storage facility for transportation trailers and shipping containers. The property is currently developed with a residence and several accessory buildings.

The subject property has approximately 1,340 linear feet of frontage along Cornelia Highway (SR 365) on the south and approximately 1,550 linear feet abutting the Norfolk Southern right-of-way on the north. Per the tax record, the northern parcel (4518 Cagle Road/tax parcel 15007 000030) is currently developed with a residence built around 1912 and several accessory buildings (a barn built in 1940, a storage shed built in 1950, and 3 additional accessory buildings permitted in 1999) which will all be demolished. Access to the property is currently from Cagle Road via a private crossing of the Norfolk Southern tracks. Most of the property is heavily wooded.

The subject property abuts several parcels zoned Planned Industrial District (PID), which were approved for office, warehouse, and cold storage. Furthermore, the property is also located adjacent to several parcels zoned Light Industrial (I-I) across Cornelia Highway.

Per the submitted narrative, the applicant is requesting to rezone the subject parcels from Agricultural Residential III (AR-III,17.110) to Light Industrial (I-I, 17.160) to allow for permitted uses in the Light Industrial district. The request specifically outlines the outside storage of transportation trailers and shipping containers as part of a Phase 1 development. Per the narrative, future uses of the property may include an industrial building or approved alternative uses. As part of Phase 2, the applicant proposes construction of an industrial warehouse approximately 160,000 square feet in size. Furthermore, the narrative identifies uses that will not be permitted at this location:

- a. adult establishments
- b. junk yard

- c. asphalt emulsion (water based) plants
- d. astrologers, clairvoyants, fortune tellers, palmists, phrenologists and related occupations
- e. automobile/equipment repair garage
- f. bus stations
- g. churches
- h. drive-in theater
- i. hotels, motels or tourist courts
- j. radio and television studios
- k. service stations
- l. subdivision
- m. family day care home
- n. group day care home

Per the narrative, access to the development will be solely from a right-in/right-out driveway on Cornelia Highway (SR 365), subject to approval by the Georgia Department of Transportation (GDOT). The narrative states that there is significant mature growth along the property frontage which will be maintained as an undisturbed buffer excluding where the entrance driveway would be located.

According to the site plan, Phase 1 will include the development of a gravel pad that will provide storage for 239 transportation trailers and shipping containers as well as a stormwater management area. The site plan reflects a building setback of 50 feet from the front property line along the Cornelia Highway (SR 365) and building setbacks of 20 feet from all the other property lines which are consistent with the setback requirements of the Light Industrial (I-I, 17.240.010) zoning district. The site plan for Phase 2 shows the outdoor storage area replaced with a 160,000 square foot building with all circulation and parking areas paved.

For Phase 2, the applicant has not provided specific information regarding building design or materials; however, the narrative is requesting variances from the GCOD design standards to include concrete tilt-up panels as an acceptable building material and TPO membrane as an acceptable roofing material. Additionally, the site plan indicates a maximum height of 75 feet for the industrial building.

Per the submitted narrative, water services will be provided by the City of Gainesville Department of Water Resources with service confirmed in a letter submitted May 17, 2024. Sanitary sewer services will be provided by a private septic system.

Several exceptions from GCOD Standards are being requested. The development standards for the project are described in the table below and are compared with the GCOD requirements, (17.420.050 & .060):

GCOD Analysis

<u>Standard</u>	<u>Compliance</u>	<u>Proposed Work</u>	<u>Notes</u>
-----------------	-------------------	----------------------	--------------

17.420.050.C – Transitional buffers	Not applicable.	Not applicable.	Transitional buffers not required.
17.420.050.D – Other landscape and screening standards	Complies	Street frontage 10-foot-wide landscape strip.	Applicant is proposing a 25-foot buffer with two rows of staggered plant materials with installation height of no less than 6 feet.
17.420.050.E – Parking lot design - Phase 1	Deficient	Phase 1 – graded aggregate base (GAB)	Applicant is requesting a variance for graded aggregate base (GAB)
17.420.050.E – Parking lot design - Phase 2	Complies	Parking/circulation areas paved.	
17.420.050.F – Outdoor lighting	Unknown	Unknown	Shall comply with GCOD standards.
17.420.050.G – Interparcel access	Not applicable.	Not applicable.	
17.420.050.H – Architectural standards for non-residential buildings	Phase 2 - Deficient	Building Materials: concrete tilt-up Roof Materials: TPO Membrane	Applicant is requesting a variance to allow tilt-up concrete panel construction and TPO membrane roofing materials
17.420.060 – Signs	Unknown	Unknown	Shall comply with GCOD standards.

Based on the future land-use plan, staff finds the request is consistent with the Comprehensive Plan and future land use designation of “Employment Corridor”. The intent of the Employment Corridor is to support industrial uses, business parks, and technology-based operations.

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 proposed zoning district and conditional use for outdoor storage align with the Employment Corridor development. This proposal is also compatible with the surrounding properties, which feature industrial zoning to the south and west, and the Norfolk Southern railroad to the north.****
- 2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is not anticipated that the proposed Light Industrial zoning will adversely affect adjacent properties.****
- 3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **The property has reasonable economic use as currently zoned; however, the proposed use cannot occur as described without rezoning and conditional use approval by the Board of Commissioners within the Gateway Corridors Overlay District.****

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; **The proposed use should not cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection public facilities, or emergency medical service.**
5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The proposed use is consistent with the Comprehensive Plan and the "Employment Corridor" future land use designation. The intent of the Employment Corridor is to support industrial uses, business parks, and technology-based operations.**
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 site is currently developed with a single-family residence and several accessory structures, the oldest being constructed in 1912.**
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; **The properties adjacent to the west and across Cornelia Highway (SR 365) to the south were rezoned from Agricultural Residential to Industrial zoning districts. The ongoing growth of industrial development in this area, most notably attributed to existing industrial businesses such as Kubota and Americold, supports additional industrial development.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning would continue the expansion of industrial zoning and uses along the Cornelia Highway (SR 365) Employment Corridor.**
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; **In general, the use does not appear to be out of scale with the needs of**

the county as a whole or the immediate neighborhood. The proposed light industrial zoning and related uses are consistent with existing and recently approved development in the area.

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 light industrial uses; however, as the proposed uses require Board of Commissioner approval within the Gateway Corridors Overlay District (GCOD, 17.420), the applicant would have to find a location appropriately zoned and outside the overlay district.**
15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **No, the request could not be handled alternatively as a variance.**
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result, are subject to local, state, and federal regulations. There should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

17.380.050. - Submission requirements

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
 1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 17.380.060.C.**
 2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the

most intense possible land use permitted in the proposed district. **The proposal meets the requirement.**

- C. For any application for a slow rate land treatment system (see chapter 17.20), the following additional requirements apply: **This standard is not applicable to the applicant's request.**
- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health

In an email dated June 28, 2024, Emily McGahee stated "If public sewer not available, development must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review."

Hall County Fire Marshal

In an email dated July 3, 2024, John Hornick, NPQ Fire Service Plans Examiner 1, Lieutenant stated, "The Hall County Fire Marshal's Office considers the plan conceptual in nature, and if approved may require modifications during the development review process."

Hall County Public Works and Utilities

In a memo dated July 5, 2024, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:

Show stream buffer and impervious setback from wretched vegetation not centerline of stream. This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Traffic:

GA DOT permit required

Utilities:

Sanitary sewer on SR 365

Georgia Department of Transportation

In an email dated July 3, 2024, Veronica Chavers, stated that access on SR 365 will require GDOT coordination.

ZONING APPLICATION

Applicant (Name & Mailing Address)

Rochester/DCCM

425 Oak St.

Gainesville, GA 30501

Phone 770-363-1997

Email Address bkdunckel@rochester-assoc.com

Property Owner (Name & Mailing Address)

Simpson Trucking & Grading, Inc.

1364 Candler Road

Gainesville, GA 30507

Phone 770-536-4731

Email Address dhammond@simpsontrucking.com

Proposed Use Tractor Trailer parking and container storage, other uses under the I-I Zoning District

Contact Person (Name & Mailing Address)

Bradley Dunckel

425 Oak St.

Gainesville, GA 30501

Phone 770-363-1997

Email Address bkdunckel@rochester-assoc.com

Tax Parcel Number 15007 000030 & 15007 000031

Location Address 4518 & 4520 Cagle Road, Lula, GA 30554

Status of Applicant

Owner

Option to Purchase

Area Resident

Other

Requested Action

Existing Zoning: AR-III

Rezone to: I-I

Fee: \$ 650.00

Receipt #: _____

Check #: _____

Acreage 15.84 +/-

I hereby certify that the above information and all attached information are true and correct.

Sign Bradley Dunckel

Date: 5/17/24

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____

Taken by: _____

Tentative Planning Commission Date: _____

Tentative County Commission Date: _____

County Commission District: _____



CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Rochester | DCCM
425 Oak St.
Gainesville, GA 30501
Phone 770-363-1997
Email Address bkdunckel@rochester-assoc.com
Proposed Use Trailer Storage

Property Owner (Name & Mailing Address)

Simpson Trucking & Grading, Inc.
1364 Candler Road
Gainesville, GA 30507
Phone 770-536-4731
Email Address dhammond@simpsontrucking.com

Contact Person (Name & Mailing Address)

Bradley Dunckel
425 Oak St.
Gainesville, GA 30501
Phone 770-363-1997
Email Address bkdunckel@rochester-assoc.com
Tax Parcel Number 15007 000030 & 15007 000031
Location Address 4518 & 4520 Cagle Road, Lula, GA 30554

Status of Applicant

- Owner
- Option to Purchase
- Area Resident
- Other

Requested Action

Permissive Use:
 HCPC HCC
Fee: \$ _____
Receipt #: _____
Check #: _____

Zoning: AR-III
Acreage 15.84 +/-

I hereby certify that the above information and all attached information are true and correct.

Sign Bradley Dunckel Date: 5/17/24

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____
Tentative Planning Commission Date: _____ Tentative County Commission Date: _____
County Commission District: _____

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA. 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Simpson Trucking & Grading, Inc.
Address 1364 Candler Road
Gainesville, GA 30507
Phone Number 770-536-4731

Name of applicant(s) Rochester | DCCM
Address 425 Oak St.
Gainesville, GA 30501
Phone Number 770-363-1997

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.

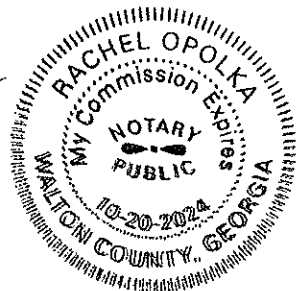
I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)
Dreg S. Simpson

Personally appeared before me
Rachel Opolka

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Rachel Opolka
Notary Public



5-14-2024
Date

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): Billy Powell

Office: Commissioner

Dollar Amount: \$500

Date of Contribution: 3/20/24

Applicant's/Owner's Signature: Breg S. Simpson

Date: 5/13/24

Applicant's/Owner's Name (Printed): Simpson Trucking & Grading, Inc.

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

- (b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____ I have not _____

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: Bradley Dunckel

Date: 5/17/24

Applicant's/Owner's Name (Printed): Rochester | DCCM

RECEIVED

JUN 26 2024

Project Narrative for Cornelia Highway Tract

Planning & Zoning Department

LOCATION – 4518 & 4520 Cagle Road Lula, GA 30554

ACREAGE – 15.84 acres +/-

APPLICANT – Rochester | DCCM

Summary

The accompanying application seeks zoning district change from AR-III to I-I for a 15.84 acre tract of undeveloped property located on Cornelia Highway (SR 365) in east Hall County near the intersection of Cornelia Highway (SR 365) and Cagle Road. The intent is to develop multiple uses as allowed in the Light Industrial district and specifically trailer storage and shipping container storage. This narrative will propose a unified set of standards for the project as specific uses may change over time. The location and proposed use is consistent with the Hall County Comprehensive Plan's designation as an "Employment Corridor" and appropriate for Hall County's Light Industrial (I-I) District. Completion of development is anticipated by 2026.

Site Description

The site has approximately 1340 LF of frontage along Cornelia Highway (SR 365) and another 1550 LF along the Norfolk Southern right-of-way. The site is primarily rectangular in shape with a maximum depth of 1375 LF and maximum width of 760 LF. The site is partially cleared and contains a primary residence and several accessory buildings, all planned to be demolished. Current access is from Cagle Road and through a private crossing of the Norfolk Southern tracks. Domestic water is provided by the City of Gainesville and is located in the Cornelia Highway (SR 365) right-of-way. The site will be served by an on-site sewage management system or Hall County sewer, if accessible. All other dry utilities are located within a reasonable distance for service extensions. An intermittent stream is located in the south central portion of the property flowing south under Cornelia Highway (SR 365). A significant area of existing vegetation (75' +/-) between the road shoulder and the right-of-way will be maintained, other than where the entrance driveway is located. This area of mature growth will provide substantial screening from SR 365 of development activities within the site. There are no other known physical impediments that would prevent the successful development for the uses proposed.

Adjacencies

The property is surrounded primarily by industrial zonings on both sides of Cornelia Highway (SR 365) including Light Industrial (I-I) and Planned Industrial Development (PID). Properties to the north and west of Norfolk Southern remain AR-III and AR-IV in this general area.

Access

Access to the property is planned from Cornelia Highway (SR 365), subject to GDOT approval, via a new right in/right out driveway.

Comprehensive Plan Consistency

The project is consistent with the “Employment Corridor” of the Future Land Use Map and the primary future land uses notes as:

- Industrial Uses, business parks, technology based operations.

The project is consistent with the Goals, Policies and Objectives of the Comprehensive Plan and is not known or believed to be in conflict with any of the above.

Aerial View



Traffic Impact Study

A Traffic Impact Study has not been completed but it is anticipated that GDOT will require a standard ICE Study in conjunction with a driveway permit to access the site.

Proposed Uses

The project may contain a variety of uses consistent with those allowed in the Light Industrial (I-1) district and the Project Dimensional Standards outlined below.

Uses that will be specifically included:

- Trailer Storage

- Shipping Container Storage
- Industrial Warehouse

Uses that will be specifically excluded include:

- Adult Establishments
- Junk Yards
- Asphalt emulsion (water based) plants
- Astrologers, clairvoyants, fortune tellers, palmists, phrenologists and related occupations
- Automobile Repair Garages
- Bus Stations
- Churches
- Drive-In Theaters
- Hotels, motels or tourist courts
- Junk Yards
- Radio and Television Studios
- Service Stations
- Subdivisions
- Family Day Care Home
- Group Day Care Home

Hours of Operation

Operations may occur on a 24/7 basis.

Project Dimensional Standards

Light Industrial Development Standards	
Minimum Lot Area	15,000 sf
Minimum Lot Frontage	500'
Front Setback	30'
Front Setback from SR 365	50'
Side Setback	20'
Rear Setback	20'
Exterior Buffer to Residential Zoned Property	N/A
Maximum Height	75'
Total Acreage	15.84
Maximum Floor Area	160,000 SF
Parking Ratio	Per Hall County Guidelines

Uses and Project Timeline

The initial use of the property is planned for trailer storage and shipping container storage. Future uses of the property may occur when market demand for an industrial building or approved alternative uses is realized. The storage use will be neatly organized with high security standards in place. Security fencing with opaque slats is planned for the perimeter of the storage areas.

Gateway Corridor Overlay District

The property lies within the Hall County Gateway Corridor Overlay District. Specific variances to the district's requirements are:

Chapter 17.420.05.H.2c – Allowable building materials shall include tilt-up concrete panel construction.

Chapter 17.420.05.H.3 – Allowable roof materials shall include TPO membrane roofing.

Chapter 17.420.05.D.4d – Outdoor storage shall be allowed on all portions of the site. Screening of storage areas from Cornelia Highway (SR 365) shall be accomplished with two rows of staggered plant materials, with an installation height of no less than 6', as referenced in Chapter 17.420.05.C.3.

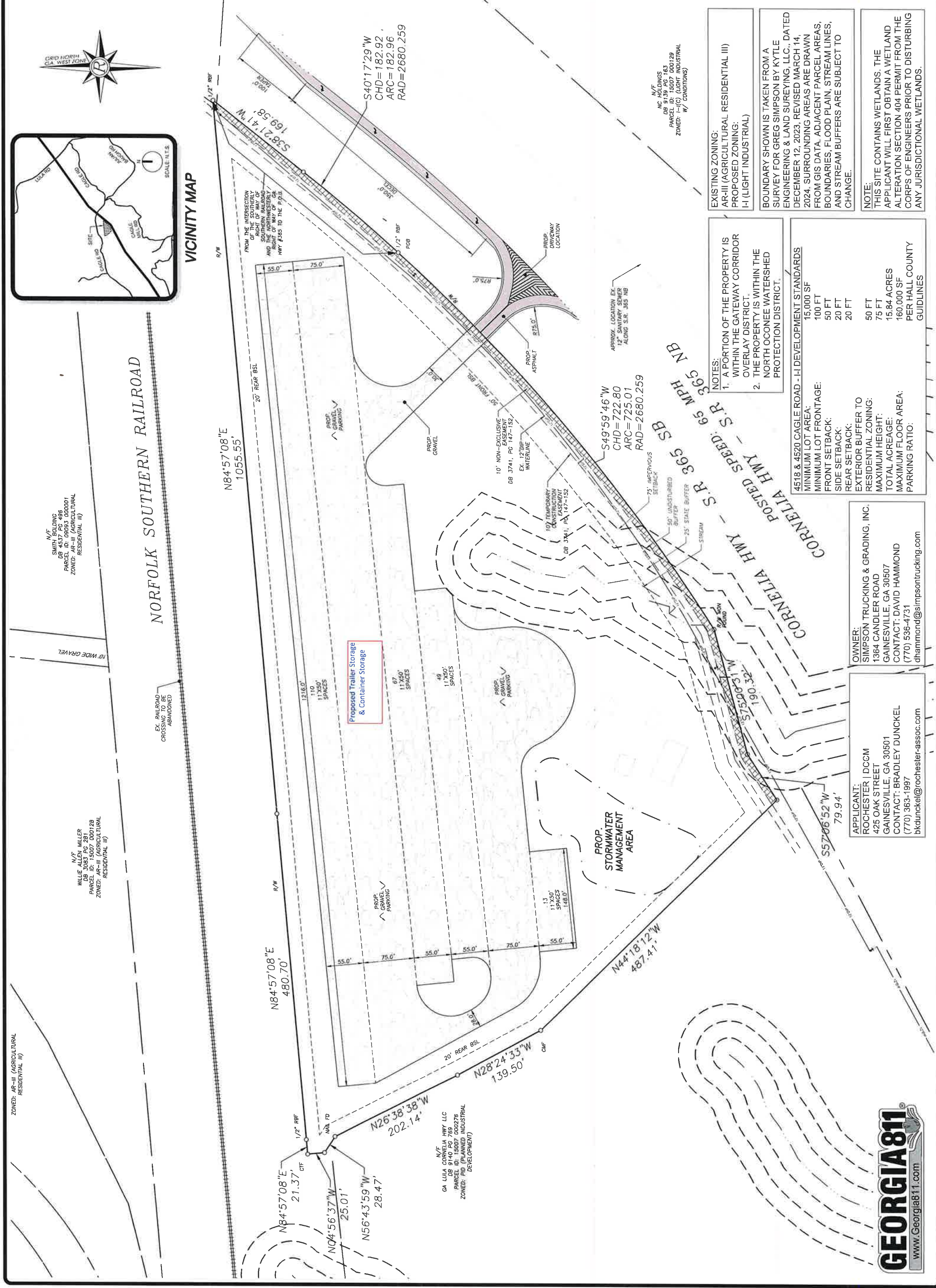
Chapter 17.420.05.E.3 – Paving materials for parking (storage) areas shall include graded aggregate base (GAB). All driveways located within existing rights-of-way shall be paved with asphalt or concrete.

North Oconee Reservoir Watershed Protection District

The Site is located within the North Oconee Reservoir Watershed Protection District and within 7 miles of the water supply intake. Required perennial stream buffers, where applicable, will be increased per Chapter 17.25.40.A. The impervious restriction required in Chapter 17.25.040.C.1 will be based on the overall watershed basin and not the individual site.

Concept Site Plan

The Concept Site Plan is intended to show the initial use of the site and a likely future use. Other uses, as allowed in the Light Industrial District and not specifically excluded by this narrative, may be implemented without further Board approvals.



EXISTING ZONING:
AR-III (AGRICULTURAL RESIDENTIAL III)

PROPOSED ZONING:
I-I (LIGHT INDUSTRIAL)

BOUNDARY SHOWN IS TAKEN FROM A SURVEY FOR GREG SIMPSON BY KYLLE ENGINEERING & LAND SURVEYING, LLC, DATED DECEMBER 12, 2023, REVISED MARCH 14, 2024. SURROUNDING AREAS ARE DRAWN FROM GIS DATA. ADJACENT PARCEL AREAS, BOUNDARIES, FLOOD PLAIN, STREAM LINES, AND STREAM BUFFERS ARE SUBJECT TO CHANGE.

NOTE:
THIS SITE CONTAINS WETLANDS. THE APPLICANT WILL FIRST OBTAIN A WETLAND ALTERATION SECTION 404 PERMIT FROM THE CORPS OF ENGINEERS PRIOR TO DISTURBING ANY JURISDICTIONAL WETLANDS.

NOTES:

- A PORTION OF THE PROPERTY IS WITHIN THE GATEWAY CORRIDOR OVERLAY DISTRICT.
- THE PROPERTY IS WITHIN THE NORTH OCONEE WATERSHED PROTECTION DISTRICT.

4518 & 4520 CAGLE ROAD - I-I DEVELOPMENT STANDARDS

MINIMUM LOT AREA:	15,000 SF
MINIMUM LOT FRONTAGE:	100 FT
FRONT SETBACK:	50 FT
SIDE SETBACK:	20 FT
REAR SETBACK:	20 FT
EXTERIOR BUFFER TO RESIDENTIAL ZONING:	50 FT
MAXIMUM HEIGHT:	75 FT
TOTAL ACRES:	15.84 ACRES
MAXIMUM FLOOR AREA:	160,000 SF
PARKING RATIO:	PER HALL COUNTY GUIDELINES

OWNER:
SIMPSON TRUCKING & GRADING, INC.
1364 CANDLER ROAD
GAINESVILLE, GA 30607
CONTACT: DAVID HAMMOND
(770) 536-4731
dhammond@simpsontrucking.com

APPLICANT:
ROCHESTER | DCCM
425 OAK STREET
GAINESVILLE, GA 30601
CONTACT: BRADLEY DUNCKEL
(770) 363-1997
bkdunckel@rochester-assoc.com

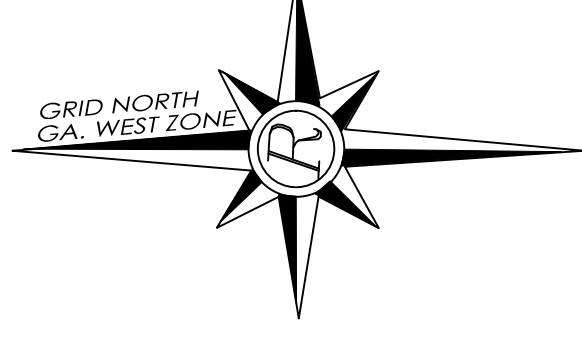
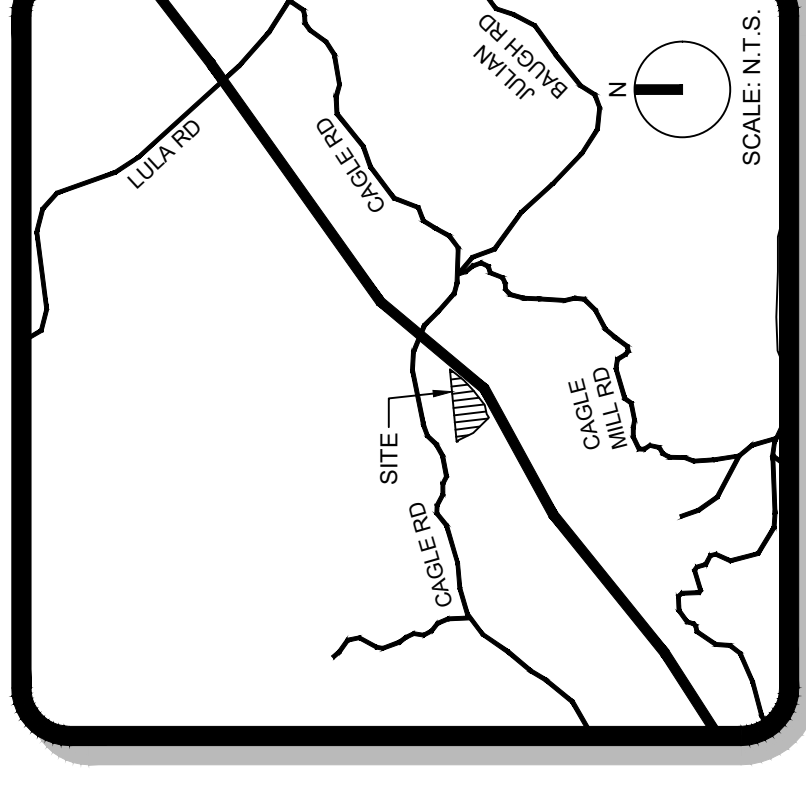
ZONED: AR-III (AGRICULTURAL RESIDENTIAL III)

N/V
WILLIE ALLEN MILLER
DB 3083 PG 281
PARCEL ID: 15007 000128
ZONED: AR-III (AGRICULTURAL RESIDENTIAL III)

N/V
SMITH BOLDING
DB 4537 PG 486
PARCEL ID: 09093 000001
ZONED: AR-III (AGRICULTURAL RESIDENTIAL III)

NORFOLK SOUTHERN RAILROAD

VICINITY MAP



N84°57'08"E
1055.55'

N84°57'08"E
480.70'

N84°57'08"E
21.37'

N04°56'37"W
25.01'

N56°43'59"W
28.47'

N26°38'38"W
202.14'

N28°24'33"W
139.50'

N4°18'12"W
487.41'

S57°06'52"W
79.94'

PROP.
INDUSTRIAL
BUILDING

PROP.
STORMWATER
MANAGEMENT
AREA

10' LANDSCAPE STRIP OFF
NON-EXCLUSIVE EASEMENT

10' NON-EXCLUSIVE
EASEMENT
EX 3741, PG 147-152

10' TEMPORARY
CONVEYANCE
EASEMENT
EX 3741, PG 147-152

S49°59'46"W
CHD=722.80
ARC=725.01
RAD=2680.259

S40°17'29"W
CHD=182.92
ARC=182.96
RAD=2680.259

S38°21'47"W
169.58'

THE INTERSECTION OF FROM SOUTHERN RAILROAD AND THE SOUTHERN RAILROAD AND THE NORTHERLY RIGHT OF WAY OF GA. HWY #86 TO THE P.O.P.

N/V
NC HOLDINGS
DB 9159 PG 163
PARCEL ID: 1002576
ZONED: I-1 (LIGHT INDUSTRIAL W/ CONDITIONS)

APPROX. LOCATION EX 12" SANITARY SEWER ALONG S.R. 365 NB

EXISTING ZONING:
AR-III (AGRICULTURAL RESIDENTIAL III)
PROPOSED ZONING:
I-1 (LIGHT INDUSTRIAL)

BOUNDARY SHOWN IS TAKEN FROM A SURVEY FOR GREG SIMPSON BY KYLLE ENGINEERING & LAND SURVEYING, LLC., DATED DECEMBER 12, 2023, REVISED MARCH 14, 2024. SURROUNDING AREAS ARE DRAWN FROM GIS DATA. ADJACENT PARCEL AREAS, BOUNDARIES, FLOOD PLAN, STREAM LINES, AND STREAM BUFFERS ARE SUBJECT TO CHANGE.

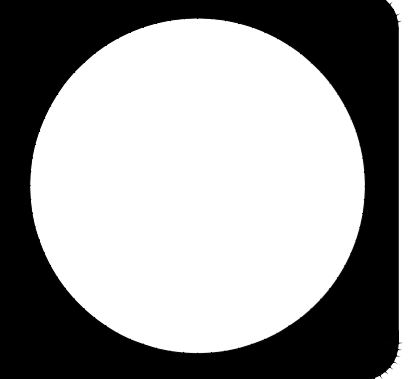
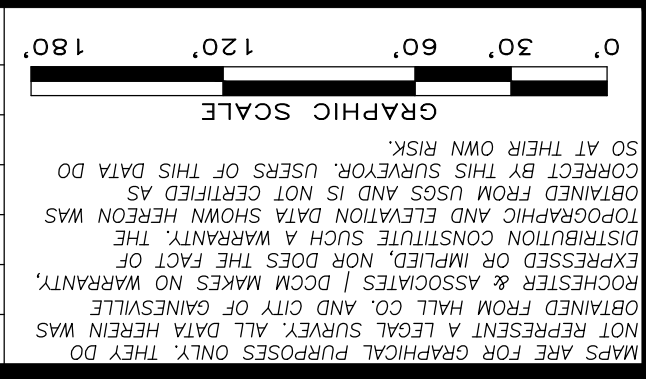
NOTE:
THIS SITE CONTAINS WETLANDS. THE APPLICANT WILL FIRST OBTAIN A WETLAND ALTERATION SECTION 404 PERMIT FROM THE CORPS OF ENGINEERS PRIOR TO DISTURBING ANY JURISDICTIONAL WETLANDS.

4518 & 4520 CAGLE ROAD - I-1 DEVELOPMENT STANDARDS
MINIMUM LOT AREA: 15,000 SF
MINIMUM LOT FRONTAGE: 100 FT
FRONT SETBACK: 50 FT
SIDE SETBACK: 20 FT
REAR SETBACK: 20 FT
EXTERIOR BUFFER TO RESIDENTIAL ZONING: 50 FT
MAXIMUM HEIGHT: 75 FT
TOTAL ACREAGE: 15.84 ACRES
MAXIMUM FLOOR AREA: 160,000 SF
PARKING RATIO: GUIDELINES

APPLICANT:
ROCHESTER | DCCM
425 OAK STREET
GAINESVILLE, GA 30501
CONTACT: BRADLEY DUNCKEL
(770) 363-1997
bkduncke@rochester-assoc.com

OWNER:
SIMPSON TRUCKING & GRADING, INC.
1364 CANDLER ROAD
GAINESVILLE, GA 30507
CONTACT: DAVID HAMMOND
(770) 536-4731
dhammond@simpsontrucking.com

NO.	DATE	DESCRIPTION

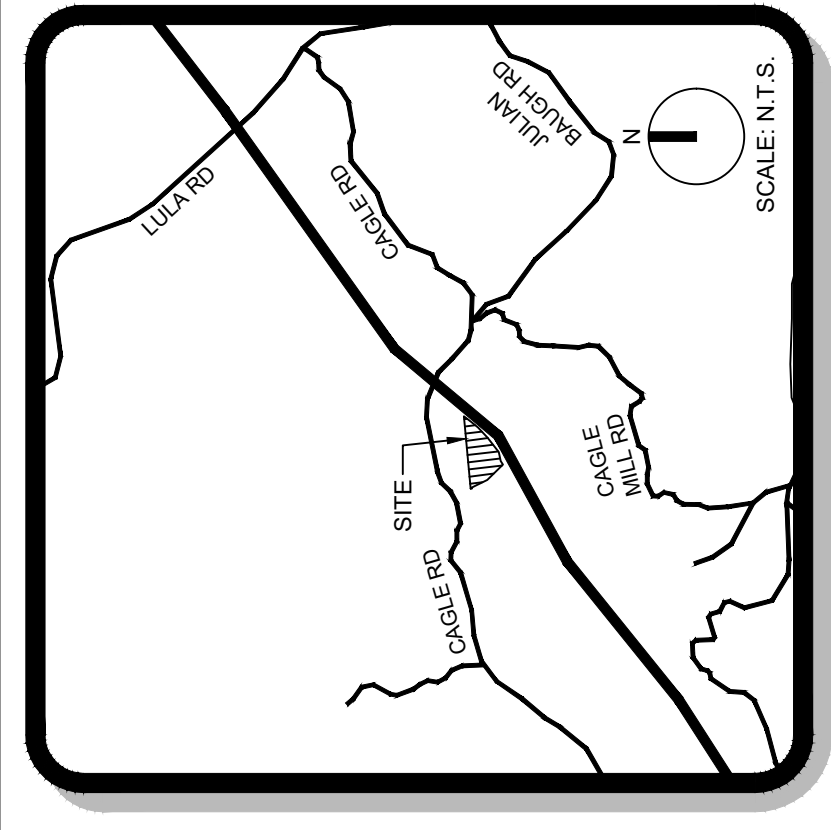
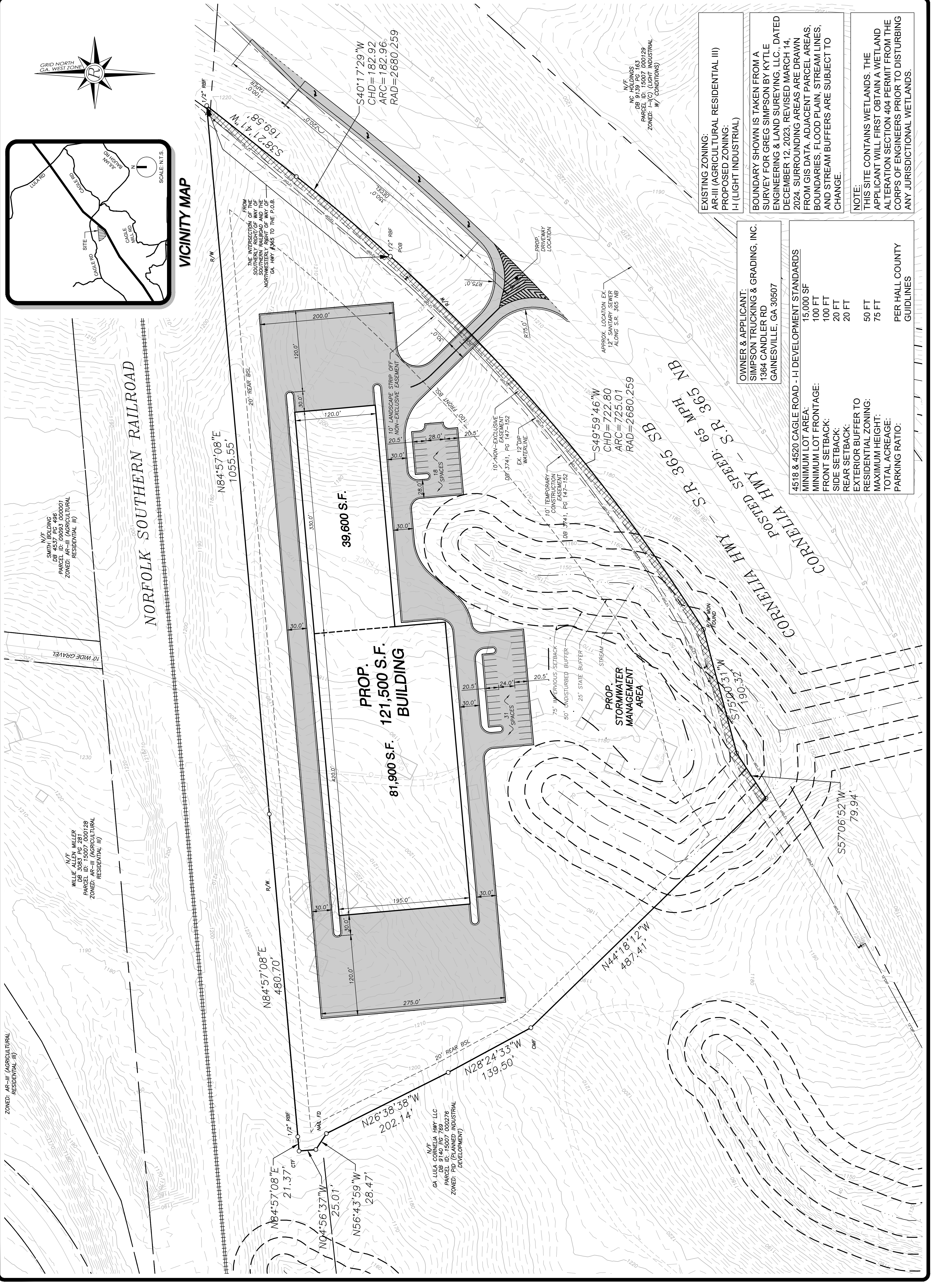


DATE: 5-2-24
JOB NO.: 2224054151
DRAWN BY: BSB
DWG NO.: BASE
SHEET 1 OF 1

NO.	DATE	DESCRIPTION

GRAPHIC SCALE
 0' 30' 60' 120' 180'
 MAPS ARE FOR GRAPHICAL PURPOSES ONLY. THEY DO NOT CONSTITUTE A LEGAL INSTRUMENT. ANY INFORMATION OBTAINED FROM THESE MAPS IS NOT GUARANTEED. THE USER OF THIS DATA SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE DATA. THE INFORMATION ON THESE MAPS IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED. THE INFORMATION ON THESE MAPS IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.

1 of **1**
 SHEET
 DATE: 5-3-24
 SCALE: 1" = 60'
 JOB NO.: 2224054.510
 DRAWN BY: BSB
 DWG NO.: BSB



EXISTING ZONING:
 AR-III (AGRICULTURAL RESIDENTIAL III)

PROPOSED ZONING:
 I-1 (LIGHT INDUSTRIAL)

OWNER & APPLICANT:
 SIMPSON TRUCKING & GRADING, INC.
 1364 CANDLER RD
 GAINESVILLE, GA 30507

BOUNDARY SHOWN IS TAKEN FROM A SURVEY FOR GREG SIMPSON BY KYLLE ENGINEERING & LAND SURVEYING, LLC., DATED DECEMBER 12, 2023, REVISED MARCH 14, 2024. SURROUNDING AREAS ARE DRAWN FROM GIS DATA. ADJACENT PARCEL AREAS, BOUNDARIES, FLOOD PLAN, STREAM LINES, AND STREAM BUFFERS ARE SUBJECT TO CHANGE.

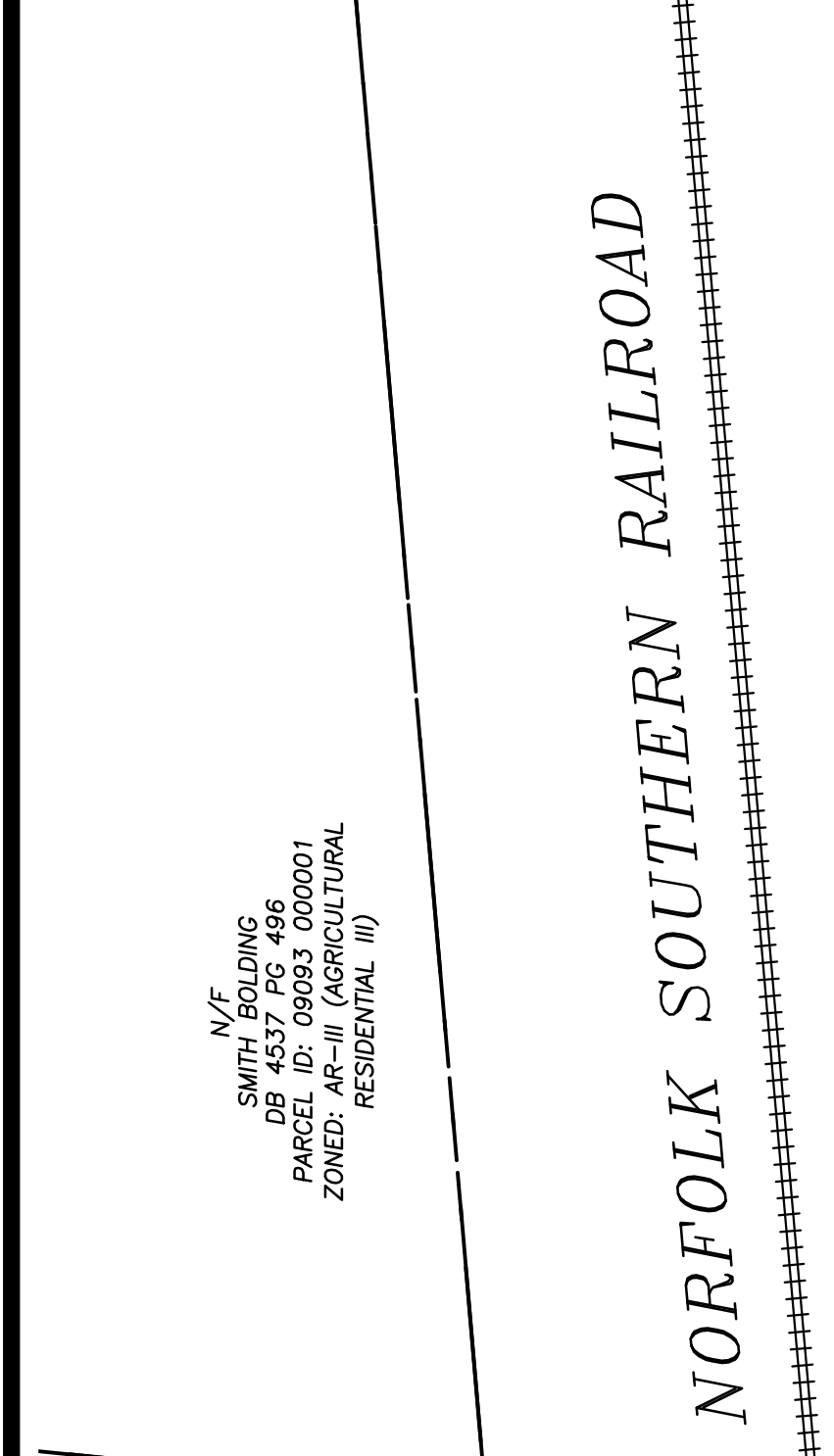
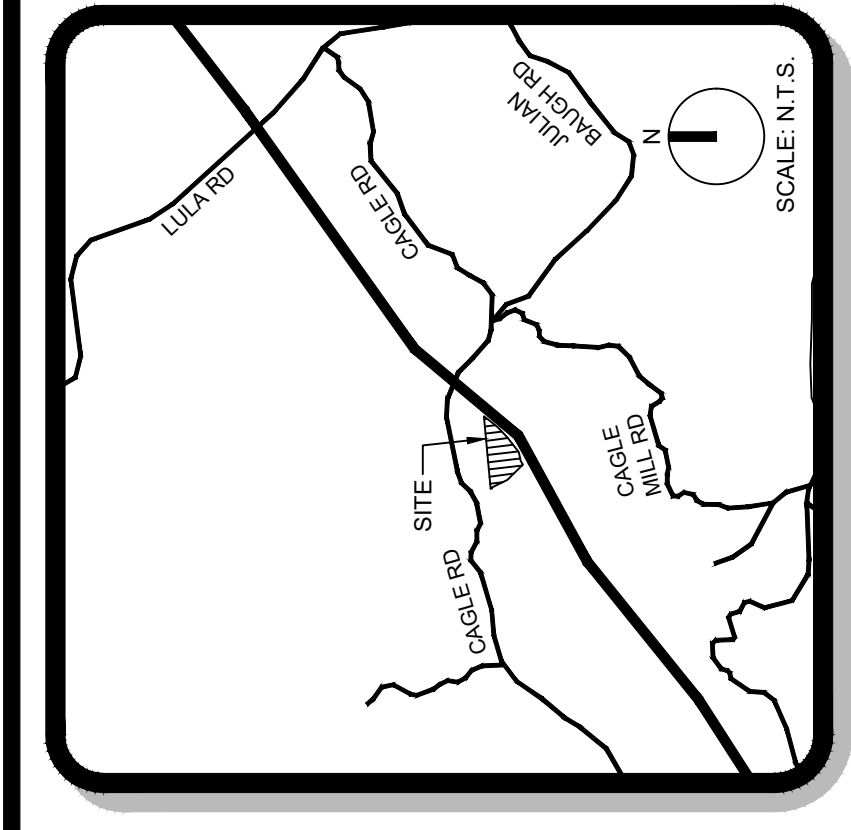
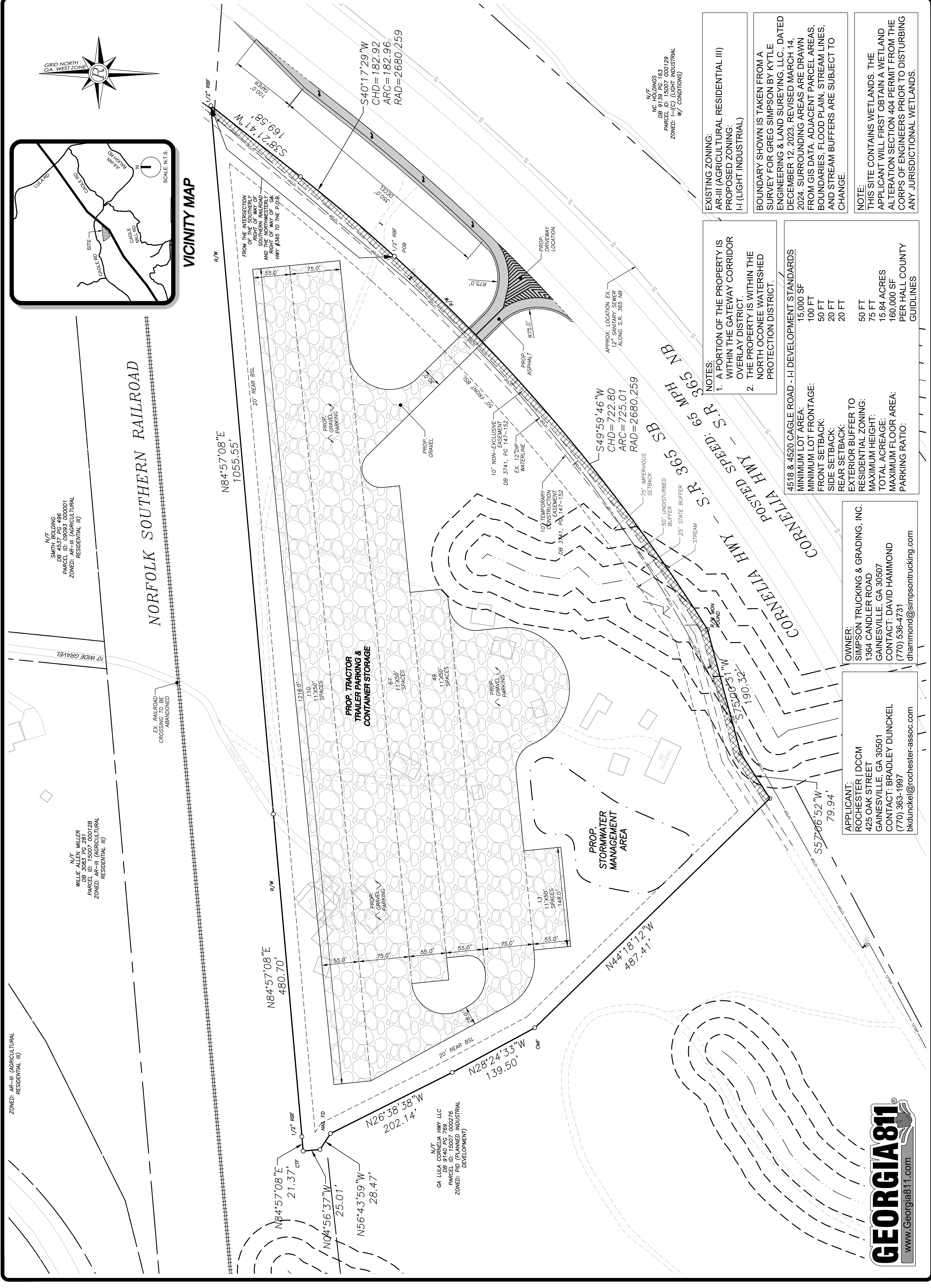
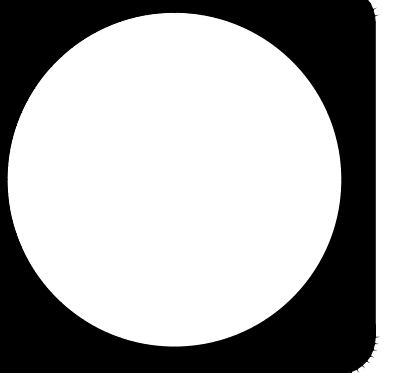
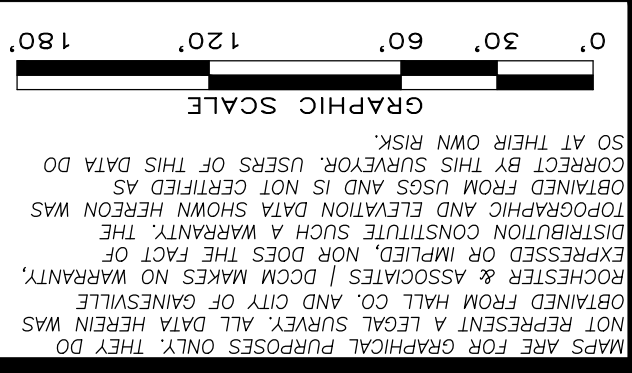
NOTE:
 THIS SITE CONTAINS WETLANDS. THE APPLICANT WILL FIRST OBTAIN A WETLAND ALTERATION SECTION 404 PERMIT FROM THE CORPS OF ENGINEERS PRIOR TO DISTURBING ANY JURISDICTIONAL WETLANDS.

4518 & 4520 CAGLE ROAD - I-1 DEVELOPMENT STANDARDS

MINIMUM LOT AREA:	15,000 SF
MINIMUM LOT FRONTAGE:	100 FT
FRONT SETBACK:	100 FT
SIDE SETBACK:	20 FT
REAR SETBACK:	20 FT
EXTERIOR BUFFER TO RESIDENTIAL ZONING:	50 FT
MAXIMUM HEIGHT:	75 FT
TOTAL ACREAGE:	PER HALL COUNTY GUIDELINES
PARKING RATIO:	PER HALL COUNTY GUIDELINES

POSTED SPEED: 65 MPH

NO.	DATE	DESCRIPTION	REVISIONS



WILLIE ALLEN MILLER
N/E
DB 3083 PG 281
PARCEL ID: 15007 000128
ZONED: AR-III (AGRICULTURAL RESIDENTIAL III)

SMITH BOLDING
N/E
DB 4537 PG 486
PARCEL ID: 09093 000001
ZONED: RESIDENTIAL III

GA LULA CORNELIA HWY LLC
N/E
DB 9140 PG 789
PARCEL ID: 000276
ZONED: (GLASCO INDUSTRIAL DEVELOPMENT)

EXISTING ZONING:
AR-III (AGRICULTURAL RESIDENTIAL III)

PROPOSED ZONING:
I-1 (LIGHT INDUSTRIAL)

BOUNDARY SHOWN IS TAKEN FROM A SURVEY FOR GREG SIMPSON BY KYLLE ENGINEERING & LAND SURVEYING, LLC., DATED DECEMBER 12, 2023, REVISED MARCH 14, 2024. SURROUNDING AREAS ARE DRAWN FROM GIS DATA. ADJACENT PARCEL AREAS, BOUNDARIES, FLOOD PLAN, STREAM LINES, AND STREAM BUFFERS ARE SUBJECT TO CHANGE.

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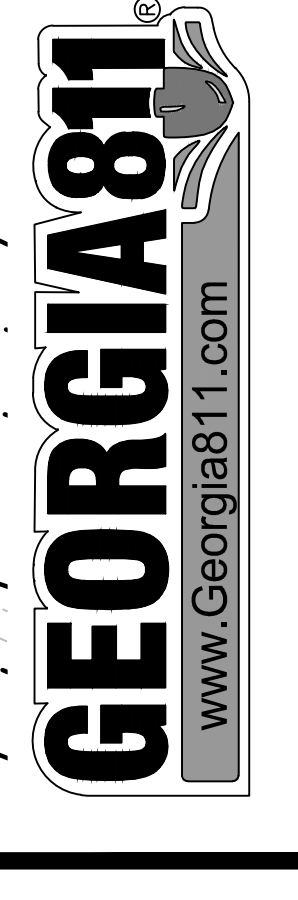
- NOTES:**
- A PORTION OF THE PROPERTY IS WITHIN THE GATEWAY CORRIDOR OVERLAY DISTRICT.
 - THE PROPERTY IS WITHIN THE NORTH OCOONEE WATERSHED PROTECTION DISTRICT.

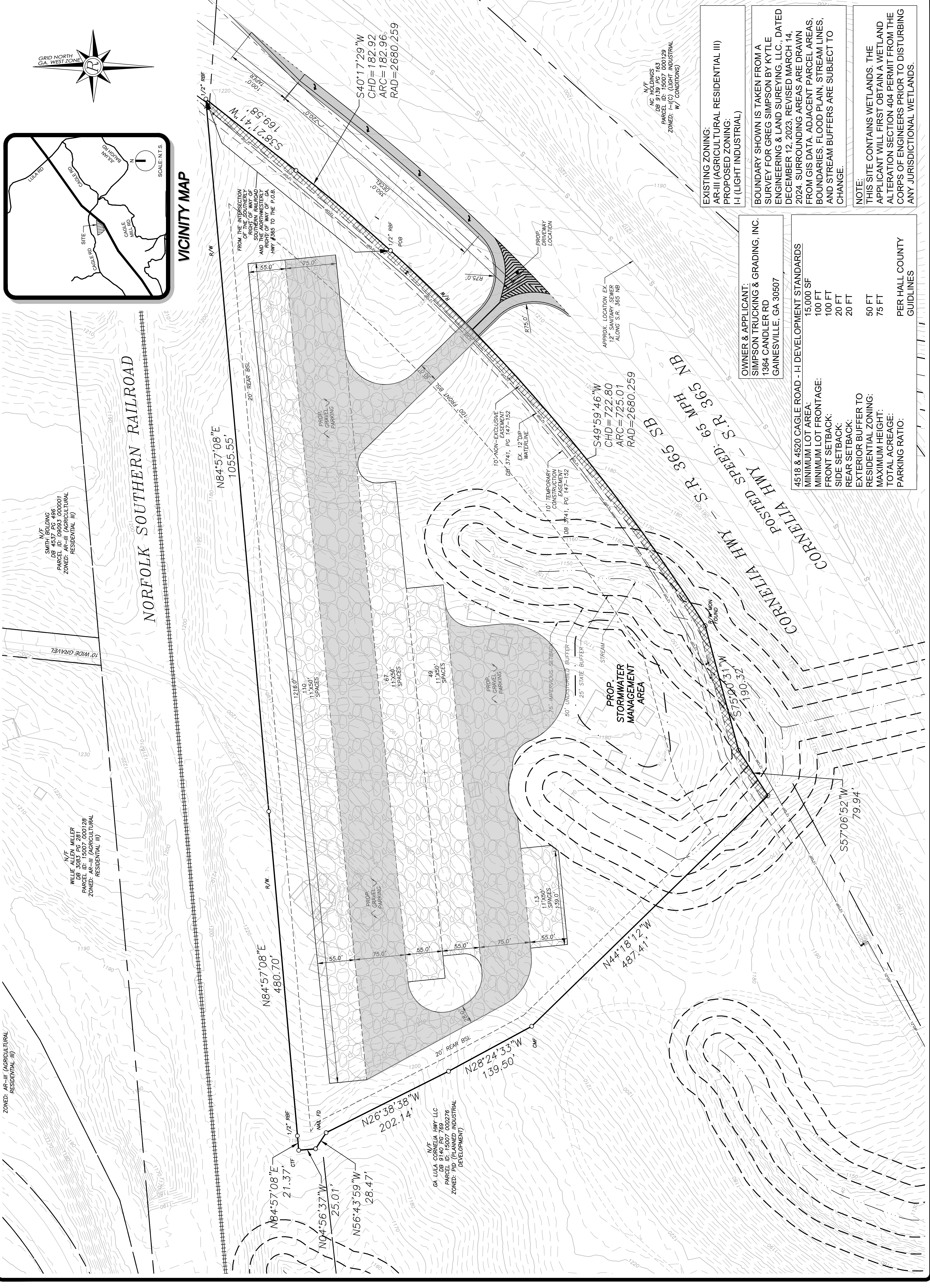
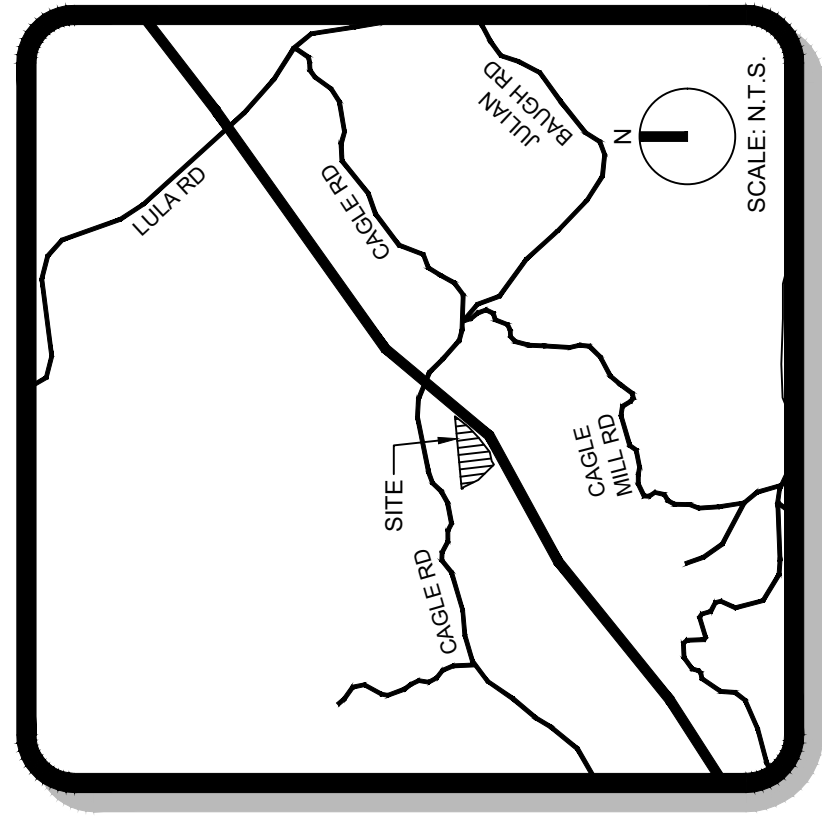
4518 & 4520 CAGLE ROAD - I DEVELOPMENT STANDARDS

MINIMUM LOT AREA:	15,000 SF
MINIMUM LOT FRONTAGE:	100 FT
FRONT SETBACK:	50 FT
SIDE SETBACK:	20 FT
REAR SETBACK:	20 FT
EXTERIOR BUFFER TO RESIDENTIAL ZONING:	50 FT
MAXIMUM HEIGHT:	75 FT
TOTAL ACREAGE:	15.84 ACRES
MAXIMUM FLOOR AREA:	160,000 SF
PARKING RATIO:	PER HALL COUNTY GUIDELINES

OWNER:
SIMPSON TRUCKING & GRADING, INC.
1364 CANDLER ROAD
GAINESVILLE, GA 30507
CONTACT: DAVID HAMMOND
(770) 536-4731
dhammond@simpsontrucking.com

APPLICANT:
ROCHESTER | DCCM
425 OAK STREET
GAINESVILLE, GA 30501
CONTACT: BRADLEY DUNCKEL
(770) 363-1997
bkduncke@rochester-assoc.com





EXISTING ZONING:
 AR-III (AGRICULTURAL RESIDENTIAL III)
PROPOSED ZONING:
 I-1 (LIGHT INDUSTRIAL)

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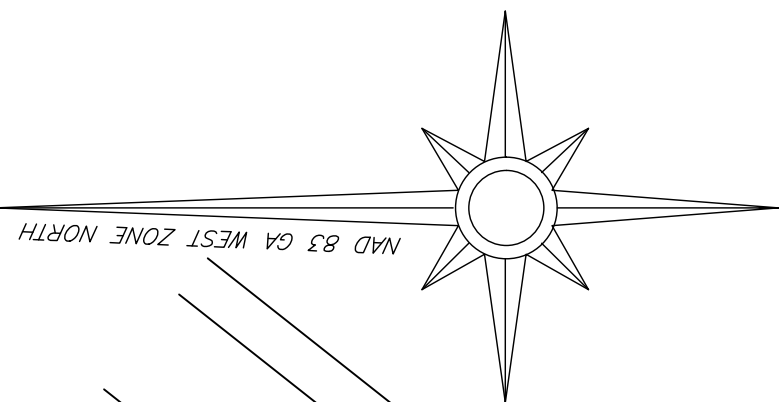
NOTE:
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OWNER & APPLICANT:
 SIMPSON TRUCKING & GRADING, INC.
 1364 CANDLER RD
 GAINESVILLE, GA 30507

4518 & 4520 CAGLE ROAD - I-1 DEVELOPMENT STANDARDS

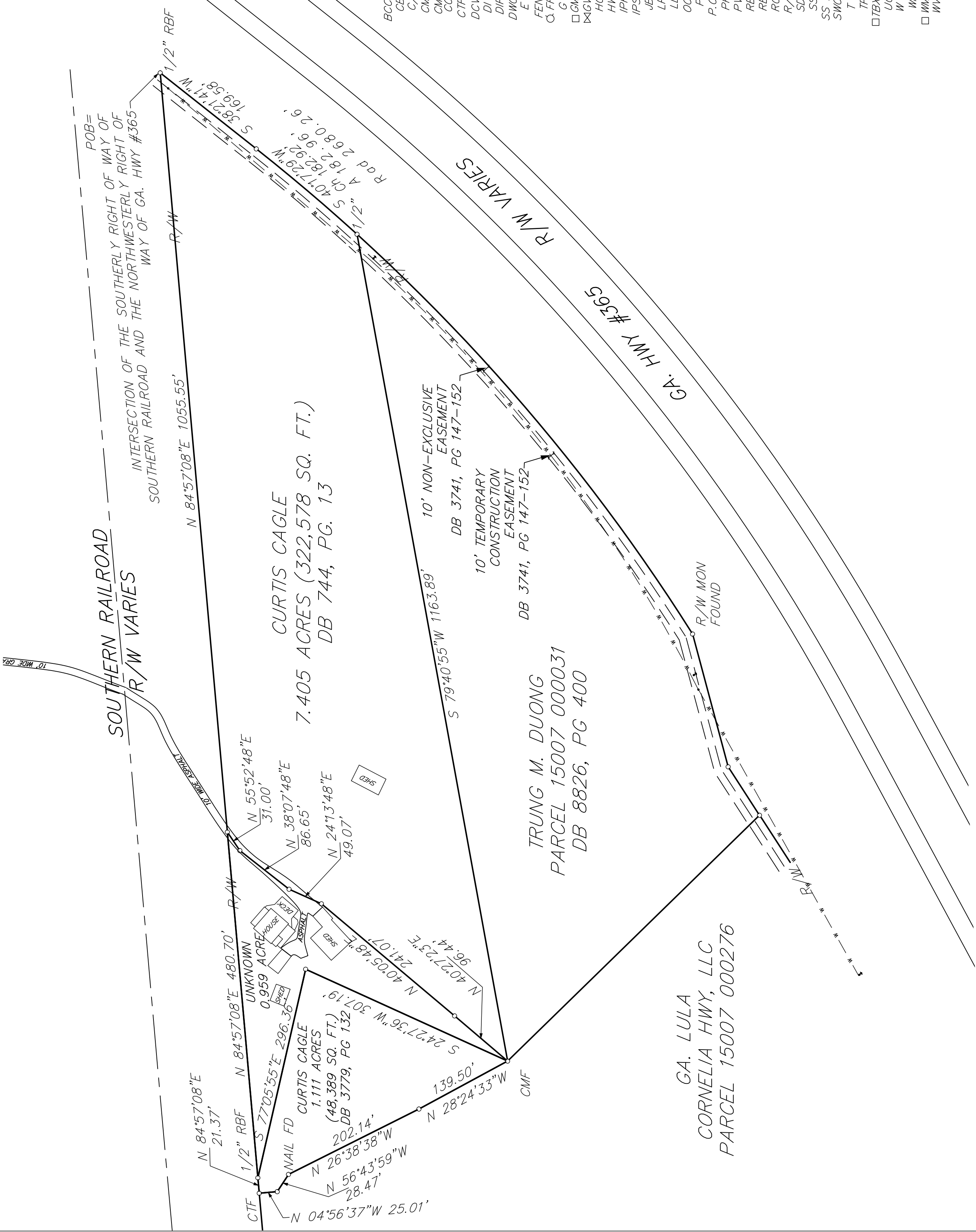
MINIMUM LOT AREA:	15,000 SF
MINIMUM LOT FRONTAGE:	100 FT
FRONT SETBACK:	100 FT
SIDE SETBACK:	20 FT
REAR SETBACK:	20 FT
EXTERIOR BUFFER TO RESIDENTIAL ZONING:	50 FT
MAXIMUM HEIGHT:	75 FT
TOTAL ACREAGE:	
PARKING RATIO:	

PER HALL COUNTY GUIDELINES

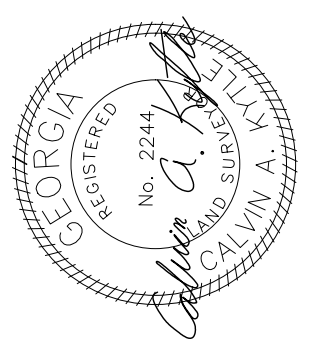
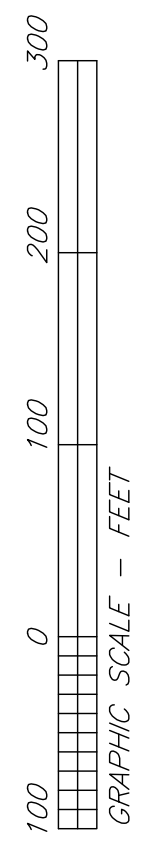


LEGEND

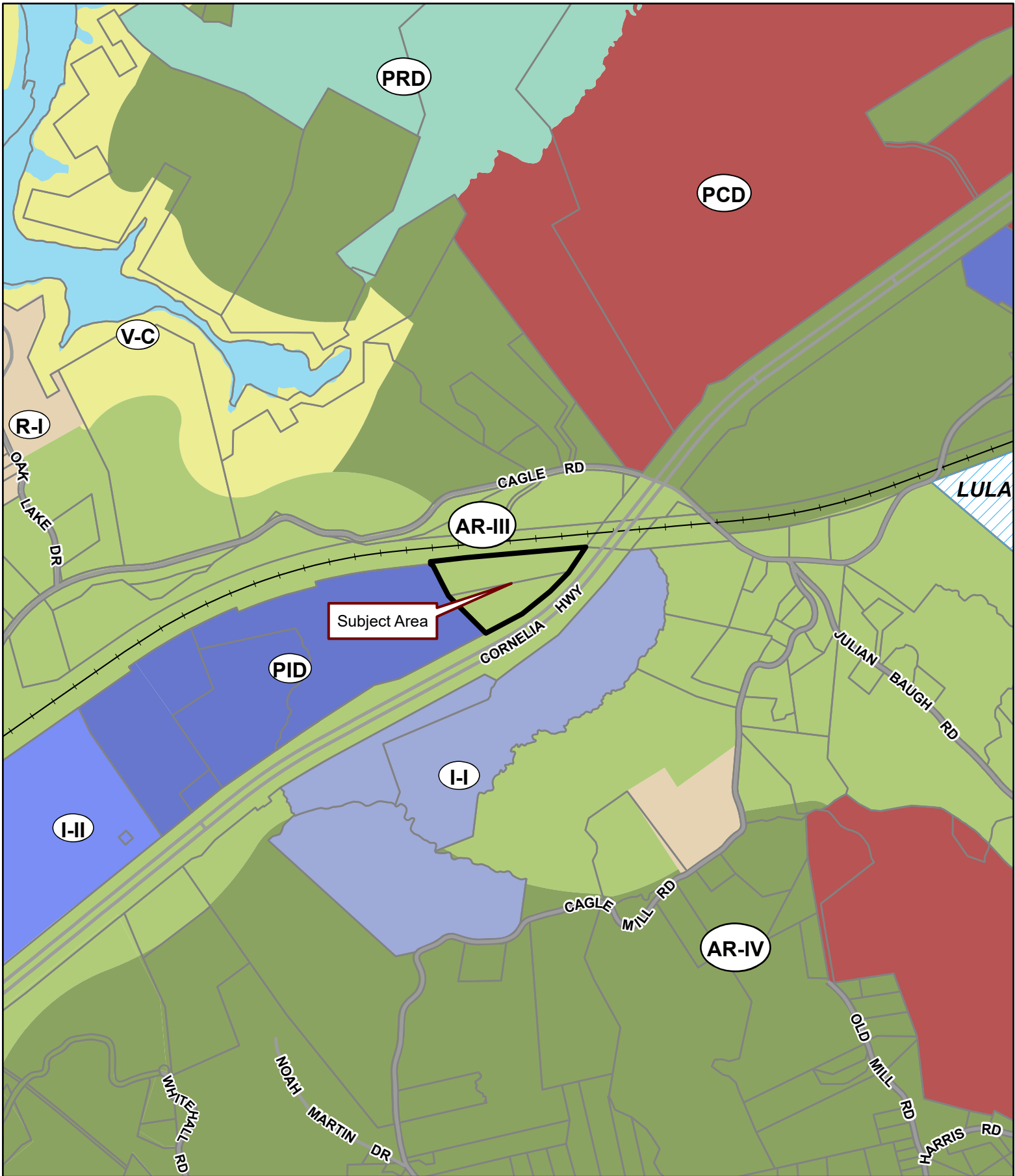
BCCMP	BITUMINOUS COATED CORRUGATED METAL PIPE
CB	CATCH BASIN
C/L	CENTERLINE
CMF	CONCRETE MONUMENT FOUND
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CTF	CRIMPED TOP PIPE FOUND
DCVA	DOUBLE CHECK VALVE ASSEMBLY
DI	DROP INLET
DIP	DUCTILE IRON PIPE
DWCB	DOUBLE WING CATCH BASIN
E	BURIED ELECTRIC LINE
F	FENCE
OH	FIRE HYDRANT
G	BURIED GAS LINE
G/M	GAS METER
IGV	GATE VALVE
HC	HANDICAP SPACE
HW	HEADWALL
IPF	IRON PIN FOUND
IPS	1/2" REBAR SET
JB	JUNCTION BOX
LP	LIGHT POLE
LL	LAND LOT
OCS	OUTLET CONTROL STRUCTURE
P	OVERHEAD POWER LINE
P.O.B.	POINT OF BEGINNING
PP	POWER POLE
PVC	POLYVINYL CHLORIDE PIPE
RBS	REBAR SET
RBF	REBAR FOUND
RCP	CONCRETE PIPE
R/W	RIGHT-OF-WAY
SD	STORM DRAIN
SS	SANITARY SEWER
SS MH	SANITARY SEWER MANHOLE
SWCB	SINGLE WING CATCH BASIN
T	OVERHEAD TELEPHONE LINE
TP	TELEPHONE POLE
□TBX	TELEPHONE BOX
UGT	BURIED TELEPHONE LINE
W	WATER LINE
WI	WEIR INLET
WM	WATER METER
□WV	WATER VALVE



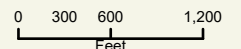
SURVEY FOR:
GREG SIMPSON
TAX PARCEL 15007 000031
GEORGIA MILITIA DISTRICT #1690
HALL COUNTY, GEORGIA
DECEMBER 12, 2023
REVISED MARCH 14, 2024



PREPARED BY:
KYLLIE ENGINEERING & LAND SURVEYING LLC
5367 HIGHWAY 52
P.O. BOX 402
GILLSVILLE, GEORGIA 30543
PHONE: (404) 317-1544

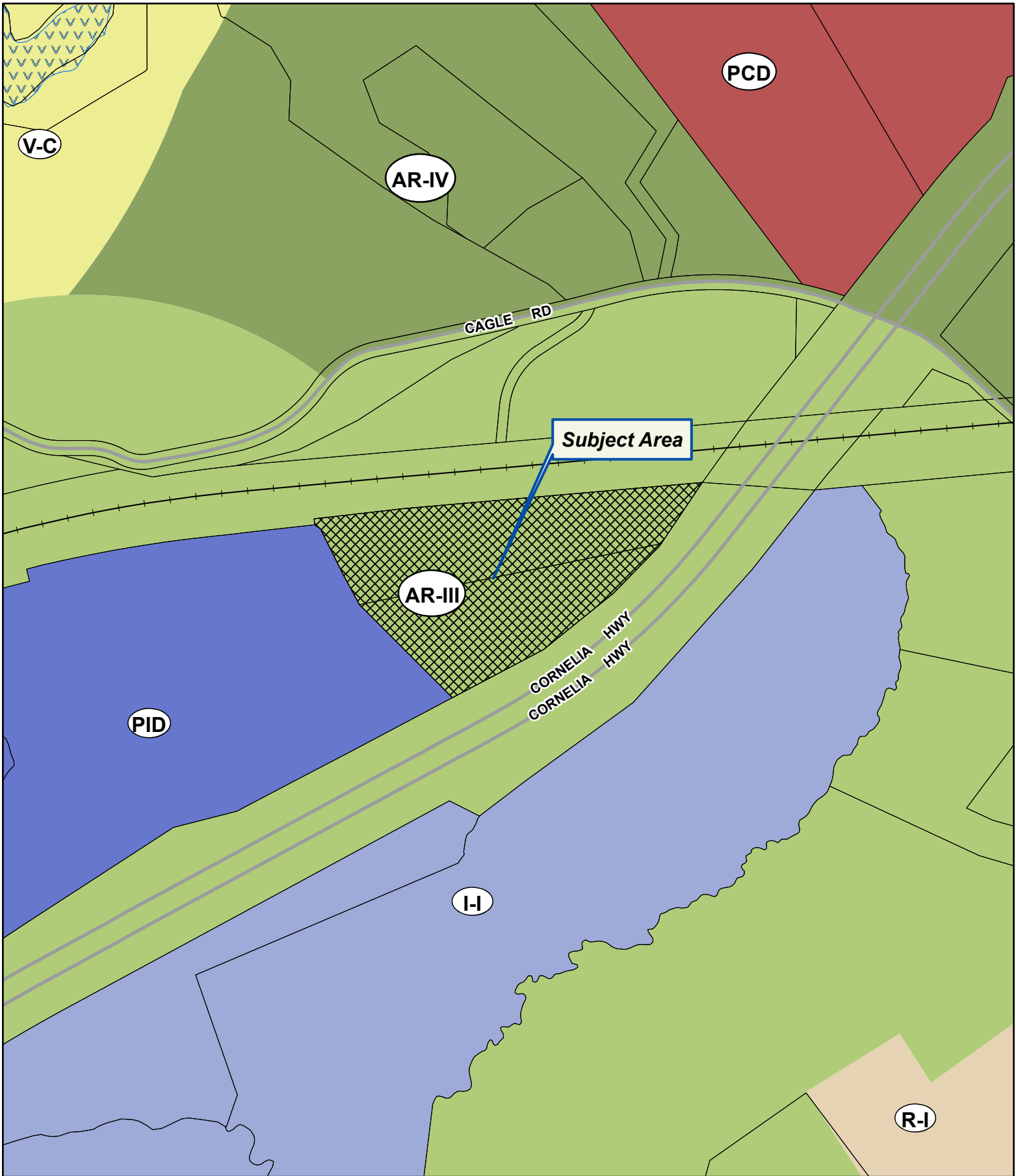


Applicant: ROCHESTER|DCCM
Tax Parcel #: 15007 000030 & 000031
Location: 4518 & 4520 CAGLE ROAD, LULA, GA 30554
Commission District 3 **PC Mtg. Date: 08/05/2024**



- Zoning Boundary
- ▨ City Limits
- ▭ Subject Area
- Structure





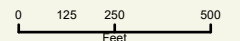
Applicant: ROCHESTER|DCCM

Tax Parcel #: 15007 000030 & 000031

Location: 4518 & 4520 CAGLE ROAD, LULA, GA 30554

Commission District 3

PC Mtg. Date: 08/05/2024



- Zoning Boundary
- ▭ City Limits
- ▨ Subject Area
- ▭ Structure





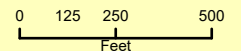
Applicant: ROCHESTER|DCCM




Tax Parcel #: 15007 000030 & 000031

Location: 4518 & 4520 CAGLE ROAD, LULA, GA 30554

Commission District 3

PC Mtg. Date: 08/05/2024



-  Zoning Boundary
-  City Limits
-  Subject Area



eFiled and eRecorded
DATE: 12/26/2023
TIME: 10:26 AM
DEED BOOK: 9415
PAGE: 133 - 135
FILING FEES: \$25.00
TRANSFER TAX: \$150.00
PARTICIPANT ID: 8274269752
PARTICIPANT ID: 7067927936
PT61: 069-2023-008749
RECORDED BY: JP
CLERK: Charles Baker, C.S.C
Hall County, GA

Return to:
O'Kelley & Sorohan, Attorneys at Law, LLC
340 Jesse Jewell Parkway SE, Suite 110
Gainesville, GA 30501
File No.: 08-245892-REG

STATE OF Georgia
COUNTY OF Hall

LIMITED WARRANTY DEED

THIS INDENTURE, made on **21st day of December, 2023**, between

Trung M. Duong

(hereinafter referred to as "Grantor") and

Simpson Trucking & Grading, Inc.

(hereinafter referred to as "Grantee"), the words "Grantor" and "Grantee" to include the heirs, executors, legal representatives, successors and assigns of said parties where the context requires or permits; WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee,

See Exhibit "A"

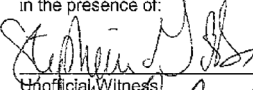
TOGETHER WITH all and singular the rights, members and appurtenances thereto (hereinafter collectively referred to as the "Premises"), the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of Grantee.

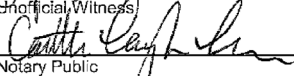
Subject to all easements, rights of way, and restrictive covenants of record (hereinafter referred to as the "Exceptions").

TO HAVE AND TO HOLD the Premises, subject to the Exceptions, to the only proper use, benefit and behoof of Grantee, forever, in FEE SIMPLE, and Grantor will, subject to the Exceptions, warrant and forever defend the right and title to the Premises unto Grantee against the claims of all person claiming by, through or under Grantor, but not otherwise.

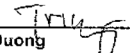
IN WITNESS WHEREOF, Grantor has executed this instrument under seal, as of the date first above written.

Signed, sealed and delivered
in the presence of:



Unofficial Witness


Notary Public
Commission expires: _____



Trung M. Duong



EXHIBIT "A"
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in the Georgia Militia District #1690 of Hall County, Georgia, being 6.557 acres more or less, and being more particularly described as follows:

To find the True Point of Beginning, commence at the intersection of the southerly right of way of Southern Railroad and the northwesterly right of way of Georgia Highway #365; running thence South 39 degrees 21 minutes 47 seconds West a distance of 352.45 feet to a ½ inch rebar found, said rebar being the True Point of Beginning; running thence along the arc of a curve an arc distance of 725.01 feet (said arc being subtended by a chord bearing South 49 degrees 59 minutes 46 seconds West) a chord distance of 722.80 feet and having a radius of 2680.26 feet to a right of way monument found; running thence along the arc of a curve an arc distance of 183.35 feet (said arc being subtended by a chord bearing South 59 degrees 42 minutes 19 seconds West) a chord distance of 183.32 feet and having a radius of 2680.26 feet to a point; running thence South 61 degrees 39 minutes 54 seconds West a distance of 69.11 feet to a point; running thence North 44 degrees, 18 minutes, 13 seconds West a distance of 533.02 feet to a Concrete Monument Found; running thence North 79 degrees, 40 minutes 55 seconds East a distance of 1163.89 feet to a ½ inch rebar found and the True Point of Beginning.

As more particularly described on a survey for Greg Simpson, prepared by Kyle Engineering & Land Surveying LLC and Calvin A. Kytte, Land Surveyor, Number 2244, dated December 12, 2023, said survey being attached as Exhibit "B" and being incorporated by reference.

Legal Description

All that tract or parcel of land lying and being in G.M.D. 1690, Hall County, Georgia and being more particularly described as follows:

Beginning at the intersection of the southerly Right-of-Way of Southern Railroad (R/W varies) and the Northwesterly Right-of-Way of Georgia Highway 365; thence along the Right-of-Way of said Georgia Highway 365 South 38°21'41" West, a distance of 169.58 feet to a point; thence 182.96 feet along an arc of a curve to the right having a radius of 2680.26 feet and a chord bearing and distance of South 40°17'29" West, 182.92 feet to a point; thence 725.01 feet along an arc of a curve to the right having a radius of 2680.26 feet and a chord bearing and distance of South 49°59'46" West, 722.80 feet to a point; thence South 75°00'31" West, a distance of 190.32 feet to a point; thence South 57°06'52" West, a distance of 79.94 feet to a point; thence leaving said Right-of-Way and along the property now or formerly of GA. Lula Cornelia Hwy, LLC North 44°18'12" West, a distance of 487.41 feet to a point; thence North 28°24'33" West, a distance of 139.50 feet to a point; thence North 26°38'38" West, a distance of 202.14 feet to a point; thence North 56°43'59" West, a distance of 28.47 feet to a point; thence North 04°56'37" West, a distance of 25.01 feet to a point on the southern Right-of-Way of said Southern Railroad; thence along the southern Right-of-Way of said Southern Railroad North 84°57'08" East, a distance of 21.37 feet to a point; thence North 84°57'08" East, a distance of 480.70 feet to a point; thence North 84°57'08" East, a distance of 1055.56 feet to the ***Point of Beginning***.

Said tract contains 15.841 Acres.

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Friday, June 28, 2024 10:26 AM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 8.5.24

Please find Environmental Health comments below:

Item 1, 0/3454 Gillsville Hwy, Chowdhury: 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.

Item 2A,B,C, 1954 Mountain View Road, Matheny: Must meet all residential permitting requirements.

Item 3A,B, 3193 Wallace Road, Del Toro: Must meet all residential permitting requirements.

Item 4A,B,C, 5248 Byers Road, Villeda: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 5, 3117 Athens Hwy, Agile Cold Storage: No comment.

Item 6, 5820 McEver Road, Nabeel: If public sewer not available, development must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Wastewater treatment and disposal may be required to be permitted through EPD. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan.

Item 7, 2052 Spring Road, Ruelas: No comment. Public sewer.

Item 8A,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.

Item 9, 4518/4520 Cagle Road, Rochester: If public sewer not available, development must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review.

Item 10, 5991 Swansey Road, Abernathy: No comment. Public sewer

Emily McGahee
Hall County Environmental Health
Hall County Government Center

2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Wednesday, July 3, 2024 1:56 PM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Planning Agenda for August 5, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See responses in red, below.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, June 27, 2024 10:48 AM
Subject: Tentative Planning Agenda for August 5, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning –

Here is the Tentative Agenda and Maps for the **Monday, August 5, 2024** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday, July 5th**. Email comments to Beth (bgarmon@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – July 15, 2024

OLD BUSINESS

1. [0 & 3454 Gillsville Highway | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 30.78± acre tract located on the south side of Gillsville Highway \(GA-323\), approximately 370 feet from its intersection with East Hall Road | Zoned AR-IV; Tax Parcels 15016 000158A & 000028C | Proposed Use: 20-lot residential subdivision | ** Commission District 3 | Sabina Chowdhury, applicant](#) Access on SR 323 will require GDOT coordination.

NEW BUSINESS

2. [\(A\) 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 Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#) No GDOT coordination required

- (B) 1954 Mountain View Road | Variance | 17.240.010.** to reduce the front yard setback along Mountain View Road | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | **Proposed Use: Single-family residence** | * Commission District 4 | **Randy L. Matheny, applicant** **No GDOT coordination required**
- (C) 1954 Mountain View Road | Variance | 17.240.010.** to reduce the rear yard setback | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | **Proposed Use: Single-family residence** | * Commission District 4 | **Randy L. Matheny, applicant** **No GDOT coordination required**
3. **(A) 3193 Wallace Road | Variance | 17.240.010.** to reduce the front yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | **Proposed Use: Single-family residence** | * Commission District 3 | **Julia Del Toro, applicant**
(B) 3193 Wallace Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | **Proposed Use: Single-family residence** | * Commission District 3 | **Julia Del Toro, applicant** **No GDOT coordination required**
4. **(A) 5248 Byers Road | Variance | 17.240.010.** to reduce the right side yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Detached garage** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
(B) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Detached garage** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
(C) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Single-family residence** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
5. **3117 Athens Highway | Variance | 17.420.060.** to allow for additional wall signs | on a 34.52± acre tract located on the north side of Athens Highway (GA-129) at its intersection with Roy Parks Road | Zoned I-I (GCOD); Tax Parcel 15024 000036 | **Purpose: Wall sign** | * Commission District 3 | **Agile Cold Storage c/o John Blan, applicant** **No GDOT coordination required**
6. **5820 McEver Road | Amend Conditions of Zoning** | on a 3.57± acre tract located on the west side of McEver Road at its intersection with Lights Ferry Road | Zoned H-B, Tax Parcel 08119 000003 | **Proposed Use: Gas station and convenience store** | ** Commission District 2 | **Nabeel Group of Companies, Inc, applicant** **No GDOT coordination required**
7. **2052 Spring Road | Reestablishment of a Nonconforming Use** | on a 0.19± acre tract located on the north side of Spring Road, approximately 237 feet from its intersection with Skelton Road | Zoned H-B, Tax Parcel 00122 002010 | **Proposed Use: Single-family residence** | ** Commission District 4 | **Ashley Xitlaly Ruelas, applicant** **No GDOT coordination required**
8. **(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 side 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**
(B) 5181 Dudley Hill Road | Use Subject to County Commission Approval | 17.70.040 for a subdivision | on a 47.61± acre tract located on the west side 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**
(C) 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 side 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**

9. [\(A\) 4518 & 4520 Cagle Road | Rezone | from Agricultural Residential III \(AR-III\) to Light Industrial \(I-I\) & Gateway Corridors Overlay District \(GCOD\) | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Permitted uses in light industrial zoning district | ** Commission District 3 | Rochester|DCCM, applicant](#) Access on SR 365 will require GDOT coordination.
10. [\(B\) 4518 & 4520 Cagle Road | Use Subject to County Commission | 17.420.050 for outdoor storage within GCOD | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Outdoor storage | ** Commission District 3 | Rochester|DCCM, applicant](#) Access on SR 365 will require GDOT coordination.

[5991 Swansey Road | Amend Conditions of Zoning | on a 38.45 ± acre tract located on the south side of Swansey Road approximately 476 feet from its intersection with Circle Four Ranch | Zoned PRD, Tax Parcel 15048 000034 | Proposed Use: 100-lot subdivision | ** Commission District 1 | Abernathy Engineering Group, applicant](#) No GDOT coordination required

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, September 12, 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, September 12, 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: July 5, 2024

t: 770.531.6800 | f: 770.531.3945

Subject: August 5, 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 August 5, 2024 meeting. Upon review, we provide the following comments.

OLD BUSINESS

1. [0 & 3454 Gillsville Highway | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 30.78± acre tract located on the south side of Gillsville Highway \(GA-323\), approximately 370 feet from its intersection with East Hall Road | Zoned AR-IV; Tax Parcels 15016 000158A & 000028C | Proposed Use: 20-lot residential subdivision | ** Commission District 3 | Sabina Chowdhury, applicant](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream Show FEMA and Hall County studied Flood plains that are present on site.
 - b. **Traffic:** GA DOT driveway permit required
 - c. **Utilities:** NO sanitary sewer in area.

NEW BUSINESS

2. [\(A\) 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 Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#)
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[\(C\) 1954 Mountain View Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | 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.
3. [\(A\) 3193 Wallace Road | Variance | 17.240.010. to reduce the front yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | Proposed Use: Single-family residence | * Commission District 3 | Julia Del Toro, applicant](#)
[\(B\) 3193 Wallace Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | Proposed Use: Single-family residence | * Commission District 3 | Julia Del Toro, applicant](#)
- a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.
4. [\(A\) 5248 Byers Road | Variance | 17.240.010. to reduce the right side yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | Proposed Use: Detached garage | * Commission District 2 | Hector J & Teresa Villeda, applicant](#)
[\(B\) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | Proposed Use: Detached garage | * Commission District 2 | Hector J & Teresa Villeda, applicant](#)
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- a. **Engineering:** Drainage easement may be changed, but must enter and exit in the place as the final plat PB:40 PG:242.
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.
5. [3117 Athens Highway | Variance | 17.420.060. to allow for additional wall signs | on a 34.52± acre tract located on the north side of Athens Highway \(GA-129\) at its intersection with Roy Parks Road | Zoned I-I \(GCOD\); Tax Parcel 15024 000036 | Purpose: Wall sign | * Commission District 3 | Agile Cold Storage c/o John Blan, applicant](#)
- a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.

6. [5820 McEver Road | Amend Conditions of Zoning | on a 3.57± acre tract located on the west side of McEver Road at its intersection with Lights Ferry Road | Zoned H-B, Tax Parcel 08119 000003 | Proposed Use: Gas station and convenience store | ** Commission District 2 | Nabeel Group of Companies, 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.
 - b. **Traffic:** Driveway to be reviewed during plan review
 - c. **Utilities:** No Hall County sewer in area.

7. [2052 Spring Road | Reestablishment of a Nonconforming Use | on a 0.19± acre tract located on the north side of Spring Road, approximately 237 feet from its intersection with Skelton Road | Zoned H-B, Tax Parcel 00122 002010 | Proposed Use: Single-family residence | ** Commission District 4 | Ashley Xitlaly Ruelas, applicant](#)
 - a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.

8. [\(A\) 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 side 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:** Show stream buffer and impervious setback from wooded vegetation not centerline of stream.
As this subdivision is greater than 6 lots on an existing road a stormwater management report prepared by a professional engineer will be required. Show FEMA and Hall County studied Flood plains that are present on site.
 - b. **Traffic:** Provide sight distance for each drive
Common access drive will need to meet County standards and go through the development review process.
 - c. **Utilities:** No comment.

9. [\(A\) 4518 & 4520 Cagle Road | Rezone | from Agricultural Residential III \(AR-III\) to Light Industrial \(I-I\) & Gateway Corridors Overlay District \(GCOD\) | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Permitted uses in light industrial zoning district | ** Commission District 3 | Rochester|DCCM, applicant](#)
[\(B\) 4518 & 4520 Cagle Road | Use Subject to County Commission 17.420.050 for outdoor storage within GCOD | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Outdoor storage | ** Commission District 3 | Rochester|DCCM, applicant](#)

- a. **Engineering:** Show stream buffer and impervious setback from wretched vegetation not centerline of stream
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
- b. **Traffic:** GA DOT permit required
- c. **Utilities:** Sanitary sewer on SR 365

10. [5991 Swansey Road | Amend Conditions of Zoning | on a 38.45 ± acre tract located on the south side of Swansey Road approximately 476 feet from its intersection with Circle Four Ranch | Zoned PRD, Tax Parcel 15048 000034 | Proposed Use: 100-lot subdivision | ** Commission District 1 | Abernathy Engineering Group, applicant](#)

- a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
Show stream buffer and impervious setback from wretched vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.
- b. **Traffic:** Needs to be reviewed by legal
- c. **Utilities:** No comment.

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: **ROCHESTER | DCCM**

REQUEST: **REZONE FROM AR-III TO I-1 FOR PERMITTED USES WITHIN LIGHT INDUSTRIAL ZONING DISTRICT**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: **AUG 05, 2024**

Time: **5:15 PM**

&

COUNTY COMMISSION

Date: **SEPT 10, 2024**

Time: **6:00 PM**

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Jul 12, 2024 12:28:46

Cornelia Highway
Lula

Hall County
Georgia



AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (09/09/24)**

REPORT TO: **Voting Meeting (09/10/24)**

ITEM NO: 484/2024

SUBJECT: **4518 & 4520 Cagle Road | Use Subject to County Commission |**
17.420.050 for outdoor storage within GCOD | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | **Proposed Use: Outdoor storage |** Commission District 3 | **Rochester | DCCM, applicant**

Meetings:

Work Session Date: 09/09/24

Voting Meeting Date: 09/10/24

Executive Summary:

Presenter: BG

Recommendation:

Approval, with conditions:

1. The property shall be developed in accordance with the site plans dated May 3, 2024, and as described in the project narrative dated June 26, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Phase 1 development shall be allowed within the footprint identified on the site plan dated May 3, 2024. All transportation trailers and shipping containers shall be stored in designated areas. Other storage of any other kind is not permitted.
3. For Phase 2 development of the parcel, all outdoor storage uses and the following uses which are designated as permitted in the Light Industrial District shall be prohibited:
 - a. Any retail or retail service establishments.
 - b. Automobile repair garages.
 - c. Bus stations.
 - d. Drive-in theaters.
 - e. Hotels, motels or tourist courts.
 - f. Junk yards.
 - g. Service stations.
 - h. Storage yards.
 - i. Family day care home.
 - j. Group day care home.
 - k. Adult establishments.
 - l. Astrologers, clairvoyants, fortune tellers, palmists, phrenologists and related occupations to the list of occupations licensed by the Board of Commissioners in the Light Industrial District (I-1).
4. Phase 1 development may include graded aggregate base (GAB) for parking/storage areas. All driveways located within existing rights-of-way shall be paved with asphalt or concrete to comply with Georgia Department of Transportation (GDOT) Standards.
5. Phase 2 driveway and parking areas shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420). Existing driveway and parking areas must be paved with asphalt or concrete at the time of Phase 2 construction.
6. All other development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420), with exceptions allowing for tilt up concrete wall construction and TPO roof materials.
7. There shall be a 50 foot transitional buffer adjacent to the right-of-way of Cornelia Highway (SR 365) using the existing mature landscape and supplemented with additional planted evergreens with installation height of no less than 6 feet 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.
8. Access to the property shall be from Cornelia Highway (SR 365) and shall be approved by the Hall County Engineering Department and/or the Georgia Department of Transportation as applicable. No access to the property shall be permitted from Cagle Road. The developer shall be responsible for all costs associated with improvements necessary for access to the development.
9. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.
10. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
11. Building elevations must be submitted to the Director of Planning and Zoning prior to applications for any building permits.

Purpose of Request:

4518 & 4520 Cagle Road | Use Subject to County Commission |
17.420.050 for outdoor storage within GCOD | on a 16.61±
combined tract located on the west side of Cornelia Highway,
approximately 870 feet from its intersection with Cagle Road | Zoned
AR-IV, Tax Parcel 15007 000030 & 15007 000031 | **Proposed**
Use: Outdoor storage | Commission District 3 | Rochester |
DCCM, 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
- Updated Site Plan
- Original Site Plan
- Maps
- Deed
- Legal Description
- Environmental Health Comments
- GDOT Comments
- Public Works Comments
- Notice Sign Photo
- Fire Comments



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 26, 2024

Subject: **4518 & 4520 Cagle Road | Use Subject to County Commission | 17.420.050 for outdoor storage within GCOD | on a 16.61± combined tract | Proposed Use: Outdoor storage | Rochester | DCCM, applicant**

The request before you is the request of Rochester | DCCM for a Use Subject to County Commission Approval from 17.420.050 to allow outdoor storage within the Gateway Corridors Overlay District (GCOD). This item is located within Commission District 3.

At their August 5, 2024 meeting, the Hall County Planning Commission voted to recommend approval with eleven (11) conditions **(4-0, Varner absent)**.

Staff recommendation: **Approval, with conditions**, as the proposed use is consistent with surrounding zoning districts and “Employment Corridor” future land use in the Comprehensive Plan.

There were **no comments submitted** in advance of the Planning Commission meeting and **no one spoke during the public hearing**.

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plans dated May 3, 2024, and as described in the project narrative dated June 26, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Phase 1 development shall be allowed within the footprint identified on the site plan dated May 3, 2024. All transportation trailers and shipping containers shall be stored in designated areas. Other storage of any other kind is not permitted.
3. For Phase 2 development of the parcel, all outdoor storage uses and the following uses which are designated as permitted in the Light Industrial District shall be prohibited:

- a. Any retail or retail service establishments.
 - b. Automobile repair garages.
 - c. Bus stations.
 - d. Drive-in theaters.
 - e. Hotels, motels or tourist courts.
 - f. Junk yards.
 - g. Service stations.
 - h. Storage yards.
 - i. Family day care home.
 - j. Group day care home.
 - k. Adult establishments.
 - l. Astrologers, clairvoyants, fortune tellers, palmists, phrenologists and related occupations to the list of occupations licensed by the Board of Commissioners in the Light Industrial District (I-I).
4. Phase 1 development may include graded aggregate base (GAB) for parking/storage areas. All driveways located within existing rights-of-way shall be paved with asphalt or concrete to comply with Georgia Department of Transportation (GDOT) Standards.
 5. Phase 2 driveway and parking areas shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420). Existing driveway and parking areas must be paved with asphalt or concrete at the time of Phase 2 construction.
 6. All other development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420), with exceptions allowing for tilt up concrete wall construction and TPO roof materials.
 7. There shall be a 50 foot transitional buffer adjacent to the right-of-way of Cornelia Highway (SR 365) using the existing mature landscape and supplemented with additional planted evergreens with installation height of no less than 6 feet 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.
 8. Access to the property shall be from Cornelia Highway (SR 365) and shall be approved by the Hall County Engineering Department and/or the Georgia Department of Transportation as applicable. No access to the property shall be permitted from Cagle Road. The developer shall be responsible for all costs associated with improvements necessary for access to the development.
 9. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.
 10. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

11. Building elevations must be submitted to the Director of Planning and Zoning prior to applications for any building permits.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Rochester | DCCM

Request **(A)** Rezone from Agricultural Residential III (AR-III, 17.110) to Light Industrial (I-I, 17.170) and Gateway Corridors Overlay District (GCOD, 17.420)
(B) Use Subject to County Commission Approval | for Outdoor storage within the Gateway Corridors Overlay District (GCOD, 17.420.050.B)

Proposed Use Outdoor storage and permitted uses in the Light Industrial zoning districts

Size 16.61± acres

Zoning Current: Agricultural Residential III (AR-III, 17.110) | Proposed: Light Industrial (I-I, 17.170)

Location **4518 & 4520 Cagle Road** | Tax Parcels 15007 000030 & 000031

Commission District Three

Planning Commission Date August 5, 2024

Staff Recommendation **(A) & (B) Approval, with conditions**, as the proposed use is consistent with surrounding zoning districts and “Employment Corridor” future land use in the Comprehensive Plan

Record Number.....HZON24-0018 & HZCU24-0027

Planning Commission Recommendation.....**(A) Approval, with conditions**
Vote: 4-0 (Varner absent)
(B) Approval, with conditions
Vote: 4-0 (Varner absent)

(A) and (B) Planning Commission Conditions:

1. The property shall be developed in accordance with the site plans dated May 3, 2024, and as described in the project narrative dated June 26, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Phase 1 development shall be allowed within the footprint identified on the site plan dated May 3, 2024. All transportation trailers and shipping containers shall be stored in designated areas. Other storage of any other kind is not permitted.
3. For Phase 2 development of the parcel, all outdoor storage uses and the following uses which are designated as permitted in the Light Industrial District shall be prohibited:
 - a. Any retail or retail service establishments.
 - b. Automobile repair garages.
 - c. Bus stations.
 - d. Drive-in theaters.
 - e. Hotels, motels or tourist courts.
 - f. Junk yards.
 - g. Service stations.
 - h. Storage yards.
 - i. Family day care home.
 - j. Group day care home.
 - k. Adult establishments.
 - l. Astrologers, clairvoyants, fortune tellers, palmists, phrenologists and related occupations to the list of occupations licensed by the Board of Commissioners in the Light Industrial District (I-I).
4. Phase 1 development may include graded aggregate base (GAB) for parking/storage areas. All driveways located within existing rights-of-way shall be paved with asphalt or concrete to comply with Georgia Department of Transportation (GDOT) Standards.
5. Phase 2 driveway and parking areas shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420). Existing driveway and parking areas must be paved with asphalt or concrete at the time of Phase 2 construction.
6. All other development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420), with exceptions allowing for tilt up concrete wall construction and TPO roof materials.
7. There shall be a 50 foot transitional buffer adjacent to the right-of-way of Cornelia Highway (SR 365) using the existing mature landscape and supplemented with additional planted evergreens with installation height of no less than 6 feet 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.
8. Access to the property shall be from Cornelia Highway (SR 365) and shall be approved by the Hall County Engineering Department and/or the Georgia Department of Transportation as applicable. No access to the property shall be permitted from Cagle Road. The developer shall be responsible for all costs associated with improvements necessary for access to the development.
9. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Official Code

of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.

10. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
11. Building elevations must be submitted to the Director of Planning and Zoning prior to applications for any building permits.

Excerpts from the minutes of the August 5, 2024 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Bradley Dunckel, 425 Oak Street, Gainesville, presented the request. The applicant stated that the outdoor storage area will provide additional time for pick up and/or drop off for waiting deliveries. The applicant stated that in the future, the highest and best use of the property will be an industrial building.

Public Forum:

There were no comments in support or opposition

Planning Commission Comments:

Mr. Braswell questioned the grading of the property. Mr. Hunt questioned if shipping containers will be stacked. The applicant stated that they will not be. Mr. Hunt questioned the use in Phase 2. The applicant stated it would be utilized as a warehouse.

A

Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Mr. Sosebee.

Vote: 4-0 (Varner absent)

Conditions:

1. The property shall be developed in accordance with the site plans dated May 3, 2024, and as described in the project narrative dated June 26, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Phase 1 development shall be allowed within the footprint identified on the site plan dated May 3, 2024. All transportation trailers and shipping containers shall be stored in designated areas. Other storage of any other kind is not permitted.
3. For Phase 2 development of the parcel, all outdoor storage uses and the following uses which are designated as permitted in the Light Industrial District shall be prohibited:
 - a. Any retail or retail service establishments.
 - b. Automobile repair garages.
 - c. Bus stations.
 - d. Drive-in theaters.

- e. Hotels, motels or tourist courts.
 - f. Junk yards.
 - g. Service stations.
 - h. Storage yards.
 - i. Family day care home.
 - j. Group day care home.
 - k. Adult establishments.
 - l. Astrologers, clairvoyants, fortune tellers, palmists, phrenologists and related occupations to the list of occupations licensed by the Board of Commissioners in the Light Industrial District (I-I).
4. Phase 1 development may include graded aggregate base (GAB) for parking/storage areas. All driveways located within existing rights-of-way shall be paved with asphalt or concrete to comply with Georgia Department of Transportation (GDOT) Standards.
 5. Phase 2 driveway and parking areas shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420). Existing driveway and parking areas must be paved with asphalt or concrete at the time of Phase 2 construction.
 6. All other development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420), with exceptions allowing for tilt up concrete wall construction and TPO roof materials.
 7. There shall be a 50 foot transitional buffer adjacent to the right-of-way of Cornelia Highway (SR 365) using the existing mature landscape and supplemented with additional planted evergreens with installation height of no less than 6 feet 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.
 8. Access to the property shall be from Cornelia Highway (SR 365) and shall be approved by the Hall County Engineering Department and/or the Georgia Department of Transportation as applicable. No access to the property shall be permitted from Cagle Road. The developer shall be responsible for all costs associated with improvements necessary for access to the development.
 9. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.
 10. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
 11. Building elevations must be submitted to the Director of Planning and Zoning prior to applications for any building permits.

B

***Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Mr. Sosebee.
Vote: 4-0 (Varner absent)***

1. The property shall be developed in accordance with the site plans dated May 3, 2024, and as described in the project narrative dated June 26, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Phase 1 development shall be allowed within the footprint identified on the site plan dated May 3, 2024. All transportation trailers and shipping containers shall be stored in designated areas. Other storage of any other kind is not permitted.
 3. For the Phase 2 development of the parcel, all outdoor storage uses and the following uses which are designated as permitted in the Light Industrial District shall be prohibited:
 - a. Any retail or retail service establishments.
 - b. Automobile repair garages.
 - c. Bus stations.
 - d. Drive-in theaters.
 - e. Hotels, motels or tourist courts.
 - f. Junk yards.
 - g. Service stations.
 - h. Storage yards.
 - i. Family day care home.
 - j. Group day care home.
 - k. Adult establishments.
 - l. Astrologers, clairvoyants, fortune tellers, palmists, phrenologists and related occupations to the list of occupations licensed by the Board of Commissioners in the Light Industrial District (I-I).
 4. Phase 1 development may include graded aggregate base (GAB) for parking/storage areas. All driveways located within existing rights-of-way shall be paved with asphalt or concrete to comply with Georgia Department of Transportation (GDOT) Standards.
 5. Phase 2 driveway and parking areas shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420). Existing driveway and parking areas must be paved with asphalt or concrete at the time of Phase 2 construction.
 6. All other development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420), with exceptions allowing for tilt up concrete wall construction and TPO roof materials.
 7. There shall be a 50 foot buffer adjacent to the right-of-way of Cornelia Highway (SR 365) using the existing mature landscape and supplemented with additional planted evergreens with installation height of no less than 6 feet 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.
 8. Access to the property shall be from Cornelia Highway (SR 365) and shall be approved by the Hall County Engineering Department and/or the Georgia Department of Transportation as applicable. No access to the property shall be permitted from Cagle Road. The developer shall be responsible for all costs associated with improvements necessary for access to the development.
 9. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.
 10. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
 11. Building elevations must be submitted to the Director of Planning and Zoning prior to applications for any building permits.
-

(A) and (B) Staff Recommended Conditions:

1. The property shall be developed in accordance with the site plans dated May 3, 2024, and as described in the project narrative dated June 26, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Phase 1 development shall be allowed within the footprint identified on the site plan dated May 3, 2024. All transportation trailers and shipping containers shall be stored in designated areas. No stacking of shipping containers shall be allowed. No storage of any other kind is permitted.
3. For the Phase 2 development of the parcel, all outdoor storage uses and the following uses which are designated as permitted in the Light Industrial District shall be prohibited:
 - a. Any retail or retail service establishments.
 - b. Automobile repair garages.
 - c. Bus stations.
 - d. Drive-in theaters.
 - e. Hotels, motels or tourist courts.
 - f. Junk yards.
 - g. Service stations.
 - h. Storage yards.
 - i. Wholesaling and warehousing.
 - j. Family day care home.
 - k. Group day care home.
 - l. Adult establishments.
 - m. Astrologers, clairvoyants, fortune tellers, palmists, phrenologists and related occupations to the list of occupations licensed by the Board of Commissioners in the Light Industrial District (I-I).
4. Phase 1 development may include graded aggregate base (GAB) for parking/storage areas. All driveways located within existing rights-of-way shall be paved with asphalt or concrete.
5. Phase 2 driveway and parking areas shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420).
6. All other development shall conform to the standards set forth by the Gateway Corridors Overlay District (GCOD, 17.420).
7. There shall be a 25 foot undisturbed buffer adjacent to the right-of-way of Cornelia Highway (SR 365) using the existing mature landscape and supplemented with additional planted evergreens with installation height of no less than 6 feet 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.
8. Access to the property shall be from Cornelia Highway (SR 365) and shall be approved by the Hall County Engineering Department and/or the Georgia Department of Transportation as applicable. No access to the property shall be permitted from Cagle Road. The developer shall be responsible for all costs associated with improvements necessary for access to the development.

9. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.
10. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

The following should be considered as exceptions to the Official Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:

Phase 1:

17.420.05.D.4.d – Outdoor storage.

- Outdoor storage or sales displays shall be prohibited from front yards except when permitted in the underlying zoning district and further authorized by a conditional use permit pursuant to the procedures of the Hall County Zoning Ordinance. Outdoor storage or sales displays shall be screened from view from public streets and adjacent property by a permanent opaque enclosure consisting of a minimum eight-foot-high solid fence or wall.
 - The applicant proposes outdoor storage be allowed on all portions of the site, and plans to screen storage areas from Cornelia Highway (SR 365) with two rows of staggered plant materials with an installation height of no less than 6 feet as referenced in Chapter 17.420.05.C.3.

17.420.050.E.3 – Paving materials for parking lots.

- All parking areas shall be paved with asphalt, concrete (or pervious materials approved by the director.)
 - The applicant proposes graded aggregate base for parking and storage areas. All driveways located within existing rights-of-way shall be paved with asphalt or concrete.

Phase 2:

17.420.050.H.2.c - Building materials.

- Building materials used for all four sides of new or reconstructed buildings are restricted to the following:
 - i. Brick.
 - ii. Stone. Natural stone such as, but not limited to, granite, limestone, and marble are allowed building materials. Terra cotta and/or cast stone, which simulate natural stone, are also acceptable. Painted stone is prohibited.
 - iii. Split-face block/concrete masonry unit (CMU) is restricted to 50 percent of the surface area of each side of a principal building.
 - iv. Stucco is restricted to 50 percent of the surface area of each side of a building.

- v. Glass and glass block.
- vi. Exposed concrete block, painted concrete block, metal, tilt/up and pre-cast concrete are prohibited materials for any exterior wall.
 - The applicant proposes building materials which may include tilt-up concrete panel construction.

17.420.05.H.3 – Roof materials.

- Materials for pitched roofs shall be limited to architectural grade composition shingles, natural slate, natural terra cotta, natural wood shake, or factory finished metal with standing seams.
 - The applicant proposes roof materials to include TPO membrane roofing.

Summary Analysis

The applicant is requesting to (A) rezone a combined 16.61± acre tracts from Agricultural Residential III (AR-III, 17.110) to Light Industrial (I-I, 17.160) within the Gateway Corridors Overlay District (GCOD, 17.420). Concurrent to this request, the applicant is requesting (B) a use subject to County Commission approval for an outdoor storage facility for transportation trailers and shipping containers. The property is currently developed with a residence and several accessory buildings.

The subject property has approximately 1,340 linear feet of frontage along Cornelia Highway (SR 365) on the south and approximately 1,550 linear feet abutting the Norfolk Southern right-of-way on the north. Per the tax record, the northern parcel (4518 Cagle Road/tax parcel 15007 000030) is currently developed with a residence built around 1912 and several accessory buildings (a barn built in 1940, a storage shed built in 1950, and 3 additional accessory buildings permitted in 1999) which will all be demolished. Access to the property is currently from Cagle Road via a private crossing of the Norfolk Southern tracks. Most of the property is heavily wooded.

The subject property abuts several parcels zoned Planned Industrial District (PID), which were approved for office, warehouse, and cold storage. Furthermore, the property is also located adjacent to several parcels zoned Light Industrial (I-I) across Cornelia Highway.

Per the submitted narrative, the applicant is requesting to rezone the subject parcels from Agricultural Residential III (AR-III,17.110) to Light Industrial (I-I, 17.160) to allow for permitted uses in the Light Industrial district. The request specifically outlines the outside storage of transportation trailers and shipping containers as part of a Phase 1 development. Per the narrative, future uses of the property may include an industrial building or approved alternative uses. As part of Phase 2, the applicant proposes construction of an industrial warehouse approximately 160,000 square feet in size. Furthermore, the narrative identifies uses that will not be permitted at this location:

- a. adult establishments
- b. junk yard

- c. asphalt emulsion (water based) plants
- d. astrologers, clairvoyants, fortune tellers, palmists, phrenologists and related occupations
- e. automobile/equipment repair garage
- f. bus stations
- g. churches
- h. drive-in theater
- i. hotels, motels or tourist courts
- j. radio and television studios
- k. service stations
- l. subdivision
- m. family day care home
- n. group day care home

Per the narrative, access to the development will be solely from a right-in/right-out driveway on Cornelia Highway (SR 365), subject to approval by the Georgia Department of Transportation (GDOT). The narrative states that there is significant mature growth along the property frontage which will be maintained as an undisturbed buffer excluding where the entrance driveway would be located.

According to the site plan, Phase 1 will include the development of a gravel pad that will provide storage for 239 transportation trailers and shipping containers as well as a stormwater management area. The site plan reflects a building setback of 50 feet from the front property line along the Cornelia Highway (SR 365) and building setbacks of 20 feet from all the other property lines which are consistent with the setback requirements of the Light Industrial (I-I, 17.240.010) zoning district. The site plan for Phase 2 shows the outdoor storage area replaced with a 160,000 square foot building with all circulation and parking areas paved.

For Phase 2, the applicant has not provided specific information regarding building design or materials; however, the narrative is requesting variances from the GCOD design standards to include concrete tilt-up panels as an acceptable building material and TPO membrane as an acceptable roofing material. Additionally, the site plan indicates a maximum height of 75 feet for the industrial building.

Per the submitted narrative, water services will be provided by the City of Gainesville Department of Water Resources with service confirmed in a letter submitted May 17, 2024. Sanitary sewer services will be provided by a private septic system.

Several exceptions from GCOD Standards are being requested. The development standards for the project are described in the table below and are compared with the GCOD requirements, (17.420.050 & .060):

GCOD Analysis

<u>Standard</u>	<u>Compliance</u>	<u>Proposed Work</u>	<u>Notes</u>
-----------------	-------------------	----------------------	--------------

17.420.050.C – Transitional buffers	Not applicable.	Not applicable.	Transitional buffers not required.
17.420.050.D – Other landscape and screening standards	Complies	Street frontage 10-foot-wide landscape strip.	Applicant is proposing a 25-foot buffer with two rows of staggered plant materials with installation height of no less than 6 feet.
17.420.050.E – Parking lot design - Phase 1	Deficient	Phase 1 – graded aggregate base (GAB)	Applicant is requesting a variance for graded aggregate base (GAB)
17.420.050.E – Parking lot design - Phase 2	Complies	Parking/circulation areas paved.	
17.420.050.F – Outdoor lighting	Unknown	Unknown	Shall comply with GCOD standards.
17.420.050.G – Interparcel access	Not applicable.	Not applicable.	
17.420.050.H – Architectural standards for non-residential buildings	Phase 2 - Deficient	Building Materials: concrete tilt-up Roof Materials: TPO Membrane	Applicant is requesting a variance to allow tilt-up concrete panel construction and TPO membrane roofing materials
17.420.060 – Signs	Unknown	Unknown	Shall comply with GCOD standards.

Based on the future land-use plan, staff finds the request is consistent with the Comprehensive Plan and future land use designation of “Employment Corridor”. The intent of the Employment Corridor is to support industrial uses, business parks, and technology-based operations.

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 proposed zoning district and conditional use for outdoor storage align with the Employment Corridor development. This proposal is also compatible with the surrounding properties, which feature industrial zoning to the south and west, and the Norfolk Southern railroad to the north.****
- 2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is not anticipated that the proposed Light Industrial zoning will adversely affect adjacent properties.****
- 3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **The property has reasonable economic use as currently zoned; however, the proposed use cannot occur as described without rezoning and conditional use approval by the Board of Commissioners within the Gateway Corridors Overlay District.****

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; **The proposed use should not cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection public facilities, or emergency medical service.**
5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The proposed use is consistent with the Comprehensive Plan and the "Employment Corridor" future land use designation. The intent of the Employment Corridor is to support industrial uses, business parks, and technology-based operations.**
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 site is currently developed with a single-family residence and several accessory structures, the oldest being constructed in 1912.**
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; **The properties adjacent to the west and across Cornelia Highway (SR 365) to the south were rezoned from Agricultural Residential to Industrial zoning districts. The ongoing growth of industrial development in this area, most notably attributed to existing industrial businesses such as Kubota and Americold, supports additional industrial development.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning would continue the expansion of industrial zoning and uses along the Cornelia Highway (SR 365) Employment Corridor.**
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; **In general, the use does not appear to be out of scale with the needs of**

the county as a whole or the immediate neighborhood. The proposed light industrial zoning and related uses are consistent with existing and recently approved development in the area.

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 light industrial uses; however, as the proposed uses require Board of Commissioner approval within the Gateway Corridors Overlay District (GCOD, 17.420), the applicant would have to find a location appropriately zoned and outside the overlay district.**
15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **No, the request could not be handled alternatively as a variance.**
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result, are subject to local, state, and federal regulations. There should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

17.380.050. - Submission requirements

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
 1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 17.380.060.C.**
 2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the

most intense possible land use permitted in the proposed district. **The proposal meets the requirement.**

- C. For any application for a slow rate land treatment system (see chapter 17.20), the following additional requirements apply: **This standard is not applicable to the applicant's request.**
- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health

In an email dated June 28, 2024, Emily McGahee stated "If public sewer not available, development must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review."

Hall County Fire Marshal

In an email dated July 3, 2024, John Hornick, NPQ Fire Service Plans Examiner 1, Lieutenant stated, "The Hall County Fire Marshal's Office considers the plan conceptual in nature, and if approved may require modifications during the development review process."

Hall County Public Works and Utilities

In a memo dated July 5, 2024, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:

Show stream buffer and impervious setback from wretched vegetation not centerline of stream. This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Traffic:

GA DOT permit required

Utilities:

Sanitary sewer on SR 365

Georgia Department of Transportation

In an email dated July 3, 2024, Veronica Chavers, stated that access on SR 365 will require GDOT coordination.

PLANNING AND DEVELOPMENT DEPARTMENT
 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
 MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
 t: 770-531-6809 | f: 770-531-3902



ZONING APPLICATION

Applicant (Name & Mailing Address)	Property Owner (Name & Mailing Address)
<u>Rochester/DCCM</u>	<u>Simpson Trucking & Grading, Inc.</u>
<u>425 Oak St.</u>	<u>1364 Candler Road</u>
<u>Gainesville, GA 30501</u>	<u>Gainesville, GA 30507</u>
Phone <u>770-363-1997</u>	Phone <u>770-536-4731</u>
Email Address <u>bkdunckel@rochester-assoc.com</u>	Email Address <u>dhammond@simpsontrucking.com</u>
Proposed Use <u>Tractor Trailer parking and container storage, other uses under the I-I Zoning District</u>	

Contact Person (Name & Mailing Address)	Status of Applicant	Requested Action
<u>Bradley Dunckel</u>	<input type="checkbox"/> Owner	Existing Zoning: <u>AR-III</u>
<u>425 Oak St.</u>	<input type="checkbox"/> Option to Purchase	Rezone to: <u>I-I</u>
<u>Gainesville, GA 30501</u>	<input type="checkbox"/> Area Resident	Fee: \$ <u>650.00</u>
Phone <u>770-363-1997</u>	<input checked="" type="checkbox"/> Other	Receipt #: _____
Email Address <u>bkdunckel@rochester-assoc.com</u>		Check #: _____
Tax Parcel Number <u>15007 000030 & 15007 000031</u>	Acreage <u>15.84 +/-</u>	
Location Address <u>4518 & 4520 Cagle Road, Lula, GA 30554</u>		

I hereby certify that the above information and all attached information are true and correct.

Sign Bradley Dunckel Date: 5/17/24

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____
 Tentative Planning Commission Date: _____ Tentative County Commission Date: _____
 County Commission District: _____



CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Rochester | DCCM
425 Oak St.
Gainesville, GA 30501
Phone 770-363-1997
Email Address bkdunckel@rochester-assoc.com
Proposed Use Trailer Storage

Property Owner (Name & Mailing Address)

Simpson Trucking & Grading, Inc.
1364 Candler Road
Gainesville, GA 30507
Phone 770-536-4731
Email Address dhammond@simpsontrucking.com

Contact Person (Name & Mailing Address)

Bradley Dunckel
425 Oak St.
Gainesville, GA 30501
Phone 770-363-1997
Email Address bkdunckel@rochester-assoc.com
Tax Parcel Number 15007 000030 & 15007 000031
Location Address 4518 & 4520 Cagle Road, Lula, GA 30554

Status of Applicant

- Owner
- Option to Purchase
- Area Resident
- Other

Requested Action

Permissive Use:
 HCPC HCC
Fee: \$ _____
Receipt #: _____
Check #: _____

Zoning: AR-III
Acreage 15.84 +/-

I hereby certify that the above information and all attached information are true and correct.

Sign Bradley Dunckel Date: 5/17/24

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA. 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Simpson Trucking & Grading, Inc.
Address 1364 Candler Road
Gainesville, GA 30507
Phone Number 770-536-4731

Name of applicant(s) Rochester | DCCM
Address 425 Oak St.
Gainesville, GA 30501
Phone Number 770-363-1997

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.

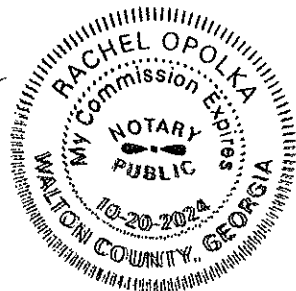
I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)
Dreg S. Simpson

Personally appeared before me
Rachel Opolka

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Rachel Opolka
Notary Public



5-14-2024
Date

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): Billy Powell

Office: Commissioner

Dollar Amount: \$500

Date of Contribution: 3/20/24

Applicant's/Owner's Signature: Breg S. Simpson

Date: 5/13/24

Applicant's/Owner's Name (Printed): Simpson Trucking & Grading, Inc.

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

- (b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____ I have not _____

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: Bradley Dunckel

Date: 5/17/24

Applicant's/Owner's Name (Printed): Rochester | DCCM

RECEIVED

JUN 26 2024

Project Narrative for Cornelia Highway Tract

Planning & Zoning Department

LOCATION – 4518 & 4520 Cagle Road Lula, GA 30554

ACREAGE – 15.84 acres +/-

APPLICANT – Rochester | DCCM

Summary

The accompanying application seeks zoning district change from AR-III to I-I for a 15.84 acre tract of undeveloped property located on Cornelia Highway (SR 365) in east Hall County near the intersection of Cornelia Highway (SR 365) and Cagle Road. The intent is to develop multiple uses as allowed in the Light Industrial district and specifically trailer storage and shipping container storage. This narrative will propose a unified set of standards for the project as specific uses may change over time. The location and proposed use is consistent with the Hall County Comprehensive Plan's designation as an "Employment Corridor" and appropriate for Hall County's Light Industrial (I-I) District. Completion of development is anticipated by 2026.

Site Description

The site has approximately 1340 LF of frontage along Cornelia Highway (SR 365) and another 1550 LF along the Norfolk Southern right-of-way. The site is primarily rectangular in shape with a maximum depth of 1375 LF and maximum width of 760 LF. The site is partially cleared and contains a primary residence and several accessory buildings, all planned to be demolished. Current access is from Cagle Road and through a private crossing of the Norfolk Southern tracks. Domestic water is provided by the City of Gainesville and is located in the Cornelia Highway (SR 365) right-of-way. The site will be served by an on-site sewage management system or Hall County sewer, if accessible. All other dry utilities are located within a reasonable distance for service extensions. An intermittent stream is located in the south central portion of the property flowing south under Cornelia Highway (SR 365). A significant area of existing vegetation (75' +/-) between the road shoulder and the right-of-way will be maintained, other than where the entrance driveway is located. This area of mature growth will provide substantial screening from SR 365 of development activities within the site. There are no other known physical impediments that would prevent the successful development for the uses proposed.

Adjacencies

The property is surrounded primarily by industrial zonings on both sides of Cornelia Highway (SR 365) including Light Industrial (I-I) and Planned Industrial Development (PID). Properties to the north and west of Norfolk Southern remain AR-III and AR-IV in this general area.

Access

Access to the property is planned from Cornelia Highway (SR 365), subject to GDOT approval, via a new right in/right out driveway.

Comprehensive Plan Consistency

The project is consistent with the "Employment Corridor" of the Future Land Use Map and the primary future land uses notes as:

- Industrial Uses, business parks, technology based operations.

The project is consistent with the Goals, Policies and Objectives of the Comprehensive Plan and is not known or believed to be in conflict with any of the above.

Aerial View



Traffic Impact Study

A Traffic Impact Study has not been completed but it is anticipated that GDOT will require a standard ICE Study in conjunction with a driveway permit to access the site.

Proposed Uses

The project may contain a variety of uses consistent with those allowed in the Light Industrial (I-I) district and the Project Dimensional Standards outlined below.

Uses that will be specifically included:

- Trailer Storage

- Shipping Container Storage
- Industrial Warehouse

Uses that will be specifically excluded include:

- Adult Establishments
- Junk Yards
- Asphalt emulsion (water based) plants
- Astrologers, clairvoyants, fortune tellers, palmists, phrenologists and related occupations
- Automobile Repair Garages
- Bus Stations
- Churches
- Drive-In Theaters
- Hotels, motels or tourist courts
- Junk Yards
- Radio and Television Studios
- Service Stations
- Subdivisions
- Family Day Care Home
- Group Day Care Home

Hours of Operation

Operations may occur on a 24/7 basis.

Project Dimensional Standards

Light Industrial Development Standards	
Minimum Lot Area	15,000 sf
Minimum Lot Frontage	500'
Front Setback	30'
Front Setback from SR 365	50'
Side Setback	20'
Rear Setback	20'
Exterior Buffer to Residential Zoned Property	N/A
Maximum Height	75'
Total Acreage	15.84
Maximum Floor Area	160,000 SF
Parking Ratio	Per Hall County Guidelines

Uses and Project Timeline

The initial use of the property is planned for trailer storage and shipping container storage. Future uses of the property may occur when market demand for an industrial building or approved alternative uses is realized. The storage use will be neatly organized with high security standards in place. Security fencing with opaque slats is planned for the perimeter of the storage areas.

Gateway Corridor Overlay District

The property lies within the Hall County Gateway Corridor Overlay District. Specific variances to the district's requirements are:

Chapter 17.420.05.H.2c – Allowable building materials shall include tilt-up concrete panel construction.

Chapter 17.420.05.H.3 – Allowable roof materials shall include TPO membrane roofing.

Chapter 17.420.05.D.4d – Outdoor storage shall be allowed on all portions of the site. Screening of storage areas from Cornelia Highway (SR 365) shall be accomplished with two rows of staggered plant materials, with an installation height of no less than 6', as referenced in Chapter 17.420.05.C.3.

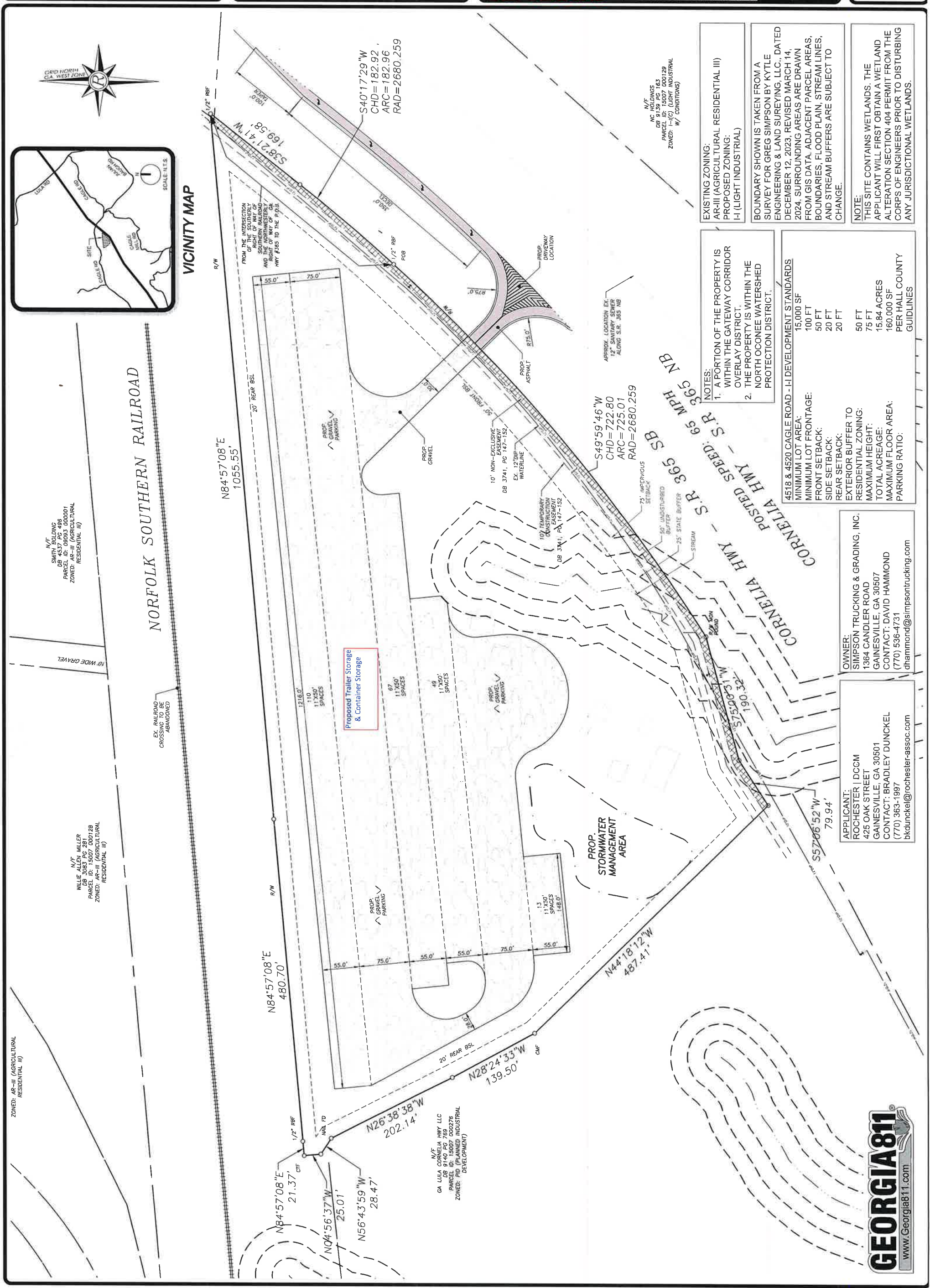
Chapter 17.420.05.E.3 – Paving materials for parking (storage) areas shall include graded aggregate base (GAB). All driveways located within existing rights-of-way shall be paved with asphalt or concrete.

North Oconee Reservoir Watershed Protection District

The Site is located within the North Oconee Reservoir Watershed Protection District and within 7 miles of the water supply intake. Required perennial stream buffers, where applicable, will be increased per Chapter 17.25.40.A. The impervious restriction required in Chapter 17.25.040.C.1 will be based on the overall watershed basin and not the individual site.

Concept Site Plan

The Concept Site Plan is intended to show the initial use of the site and a likely future use. Other uses, as allowed in the Light Industrial District and not specifically excluded by this narrative, may be implemented without further Board approvals.



EXISTING ZONING:
 AR-III (AGRICULTURAL RESIDENTIAL III)

PROPOSED ZONING:
 I-I (LIGHT INDUSTRIAL)

BOUNDARY SHOWN IS TAKEN FROM A SURVEY FOR GREG SIMPSON BY KYTLE ENGINEERING & LAND SURVEYING, LLC, DATED DECEMBER 12, 2023, REVISED MARCH 14, 2024. SURROUNDING AREAS ARE DRAWN FROM GIS DATA. ADJACENT PARCEL AREAS, BOUNDARIES, FLOOD PLAIN, STREAM LINES, AND STREAM BUFFERS ARE SUBJECT TO CHANGE.

NOTE:
 THIS SITE CONTAINS WETLANDS. THE APPLICANT WILL FIRST OBTAIN A WETLAND ALTERATION SECTION 404 PERMIT FROM THE CORPS OF ENGINEERS PRIOR TO DISTURBING ANY JURISDICTIONAL WETLANDS.

NOTES:

- A PORTION OF THE PROPERTY IS WITHIN THE GATEWAY CORRIDOR OVERLAY DISTRICT.
- THE PROPERTY IS WITHIN THE NORTH OCOONEE WATERSHED PROTECTION DISTRICT.

4518 & 4520 CAGLE ROAD - I-I DEVELOPMENT STANDARDS

MINIMUM LOT AREA:	15,000 SF
MINIMUM LOT FRONTAGE:	100 FT
FRONT SETBACK:	50 FT
SIDE SETBACK:	20 FT
REAR SETBACK:	20 FT
EXTERIOR BUFFER TO RESIDENTIAL ZONING:	50 FT
MAXIMUM HEIGHT:	75 FT
TOTAL ACRES:	15.84 ACRES
MAXIMUM FLOOR AREA:	160,000 SF
PARKING RATIO:	PER HALL COUNTY GUIDELINES

OWNER:
 SIMPSON TRUCKING & GRADING, INC.
 1364 CANDLER ROAD
 GAINESVILLE, GA 30507
 CONTACT: DAVID HAMMOND
 (770) 536-4731
 dhammond@simpsontrucking.com

APPLICANT:
 ROCHESTER | DCCM
 425 OAK STREET
 GAINESVILLE, GA 30501
 CONTACT: BRADLEY DUNCKEL
 (770) 363-1997
 bkdunckel@rochester-assoc.com



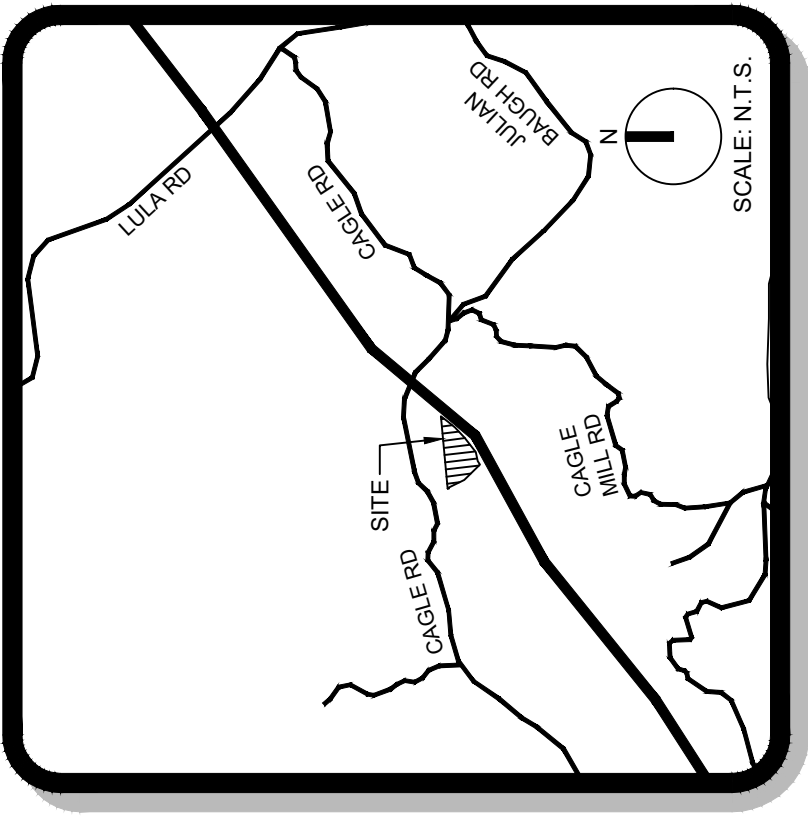
ZONED: AR-III (AGRICULTURAL RESIDENTIAL III)

N/V
WILLIE ALLEN MILLER
DB 3083 PG 281
PARCEL ID: 15007 000128
ZONED: AR-III (AGRICULTURAL RESIDENTIAL III)

N/V
SMITH BOLDING
DB 4537 PG 486
PARCEL ID: 09093 000001
ZONED: AR-III (AGRICULTURAL RESIDENTIAL III)

NORFOLK SOUTHERN RAILROAD

VICINITY MAP



N84°57'08"E
1055.55'

N84°57'08"E
480.70'

N84°57'08"E
21.37'

N04°56'37"W
25.01'

N56°43'59"W
28.47'

N26°38'38"W
202.14'

N/V
GA LULA CORNELIA HWY LLC
DB 9140 PG 789
PARCEL ID: 000276
ZONED: I-1 (PLANNED INDUSTRIAL DEVELOPMENT)

N28°24'33"W
139.50'

N4°18'12"W
487.41'

S57°06'52"W
79.94'

S38°21'47"W
169.58'

S40°17'29"W
CHD=182.92
ARC=182.96
RAD=2680.259

S49°59'46"W
CHD=722.80
ARC=725.01
RAD=2680.259

PROP.
INDUSTRIAL
BUILDING

PROP.
STORMWATER
MANAGEMENT
AREA

S.R. 365 SB
S.R. 365 MB
S.R. 365 NB
POSTED SPEED: 65 MPH

CORNELIA HWY
CORNELIA HWY

THE INTERSECTION OF FROM SOUTHERN RAILROAD AND THE SOUTHERN RAILROAD AND THE NORTHWESTERLY RIGHT OF WAY OF GA. HWY #86 TO THE P.O.P.

N/V
NC HOLDINGS
DB 9159 PG 163
PARCEL ID: 000129
ZONED: I-1 (LIGHT INDUSTRIAL W/ CONDITIONS)

APPROX. LOCATION EX 12" SANITARY SEWER ALONG S.R. 365 NB

75' IMPERVIOUS SETBACK BUFFER
50' UNDISTURBED BUFFER
25' STATE BUFFER

10' TEMPORARY CONVEYANCE EASEMENT EX 3741, PA 147-152

10' NON-EXCLUSIVE EASEMENT EX 3741, PG 147-152 WATERLINE

10' LANDSCAPE STRIP OFF NON-EXCLUSIVE EASEMENT

31 SPACES

18 SPACES

EXISTING ZONING: AR-III (AGRICULTURAL RESIDENTIAL III)
PROPOSED ZONING: I-1 (LIGHT INDUSTRIAL)

NOTES:
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2. THE PROPERTY IS WITHIN THE NORTH OCOONEE WATERSHED PROTECTION DISTRICT.

4518 & 4520 CAGLE ROAD - I DEVELOPMENT STANDARDS
MINIMUM LOT AREA: 15,000 SF
MINIMUM LOT FRONTAGE: 100 FT
FRONT SETBACK: 50 FT
SIDE SETBACK: 20 FT
REAR SETBACK: 20 FT
EXTERIOR BUFFER TO RESIDENTIAL ZONING: 50 FT
MAXIMUM HEIGHT: 75 FT
TOTAL ACREAGE: 15.84 ACRES
MAXIMUM FLOOR AREA: 160,000 SF
PARKING RATIO: GUIDELINES

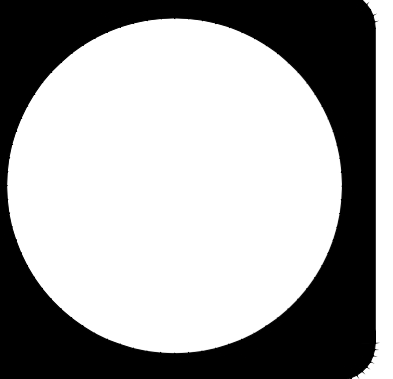
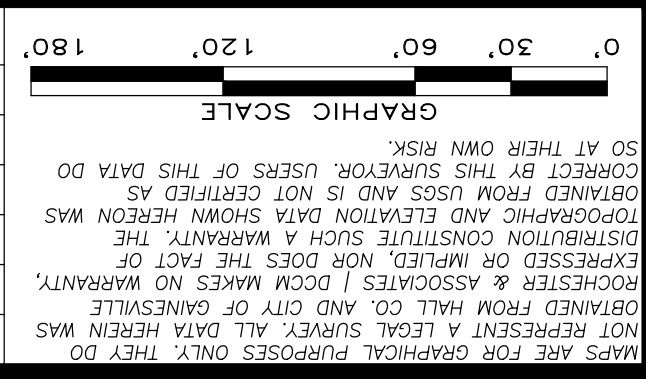
APPLICANT:
ROCHESTER | DCCM
425 OAK STREET
GAINESVILLE, GA 30501
CONTACT: BRADLEY DUNCKEL
(770) 363-1997
bduncke@rochester-assoc.com

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CONTACT: DAVID HAMMOND
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dhammond@simpsontrucking.com

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NO.	DATE	DESCRIPTION



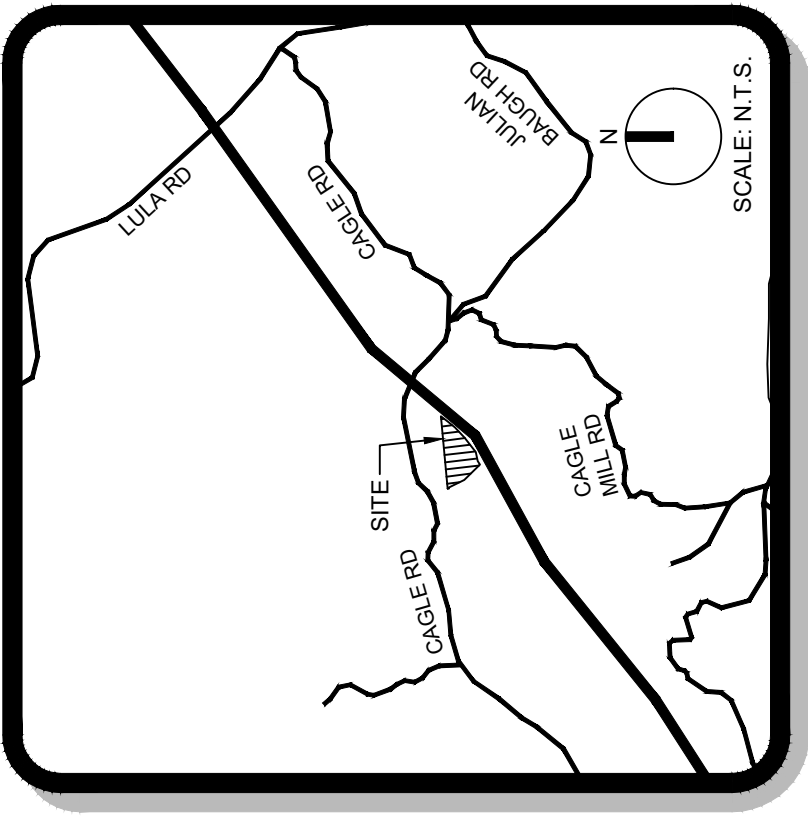
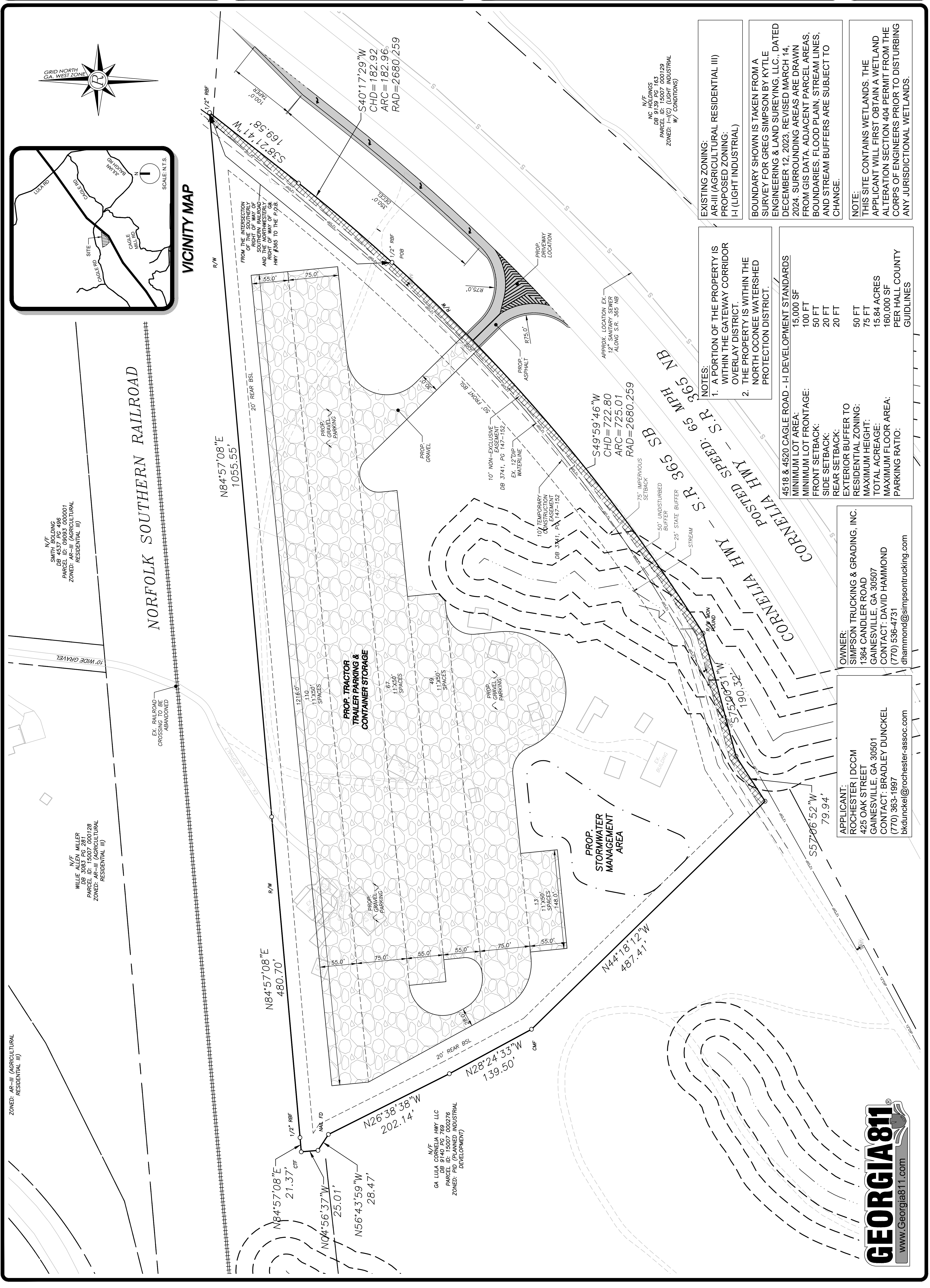
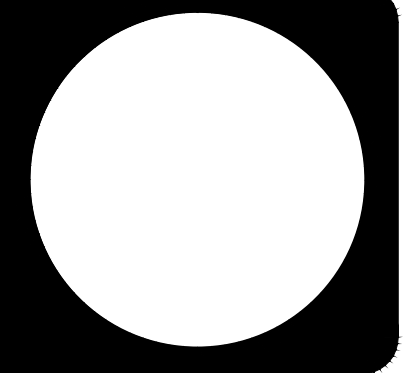
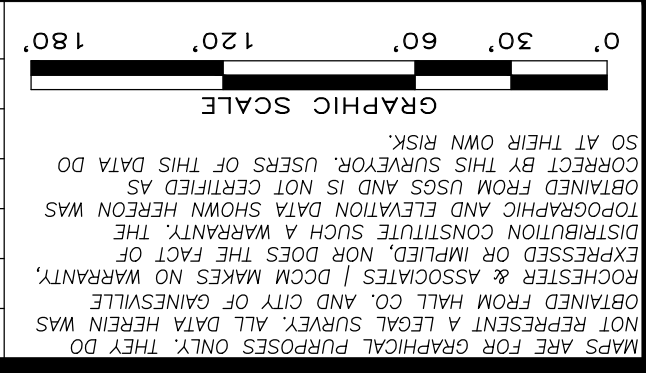
DATE: 5-2-24
JOB NO.: 22240541515
SCALE: 1" = 60'
DRAWN BY: BSB
DWG NO.: BASE
SHEET 1 OF 1

Rochester and Associates, LLC
425 Oak St NW, Gainesville, GA 30501
770.718.0600 p | www.rochester-assoc.com

4518 & 4520 CAGLE ROAD EXHIBIT

www.Georgia81.com

NO.	DATE	DESCRIPTION	REVISIONS



EXISTING ZONING:
 AR-III (AGRICULTURAL RESIDENTIAL III)

PROPOSED ZONING:
 I-1 (LIGHT INDUSTRIAL)

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4518 & 4520 CAGLE ROAD - I DEVELOPMENT STANDARDS

MINIMUM LOT AREA:	15,000 SF
MINIMUM LOT FRONTAGE:	100 FT
FRONT SETBACK:	50 FT
SIDE SETBACK:	20 FT
REAR SETBACK:	20 FT
EXTERIOR BUFFER TO RESIDENTIAL ZONING:	50 FT
MAXIMUM HEIGHT:	75 FT
TOTAL ACREAGE:	15.84 ACRES
MAXIMUM FLOOR AREA:	160,000 SF
PARKING RATIO:	PER HALL COUNTY GUIDELINES

OWNER:
 SIMPSON TRUCKING & GRADING, INC.
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 GAINESVILLE, GA 30507
 CONTACT: DAVID HAMMOND
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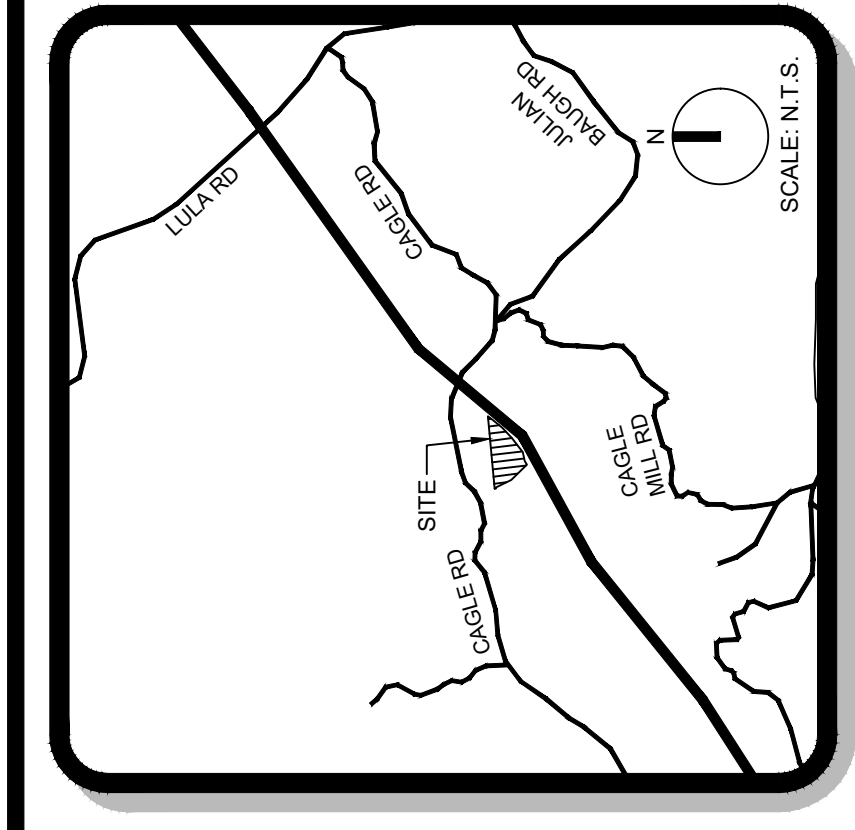
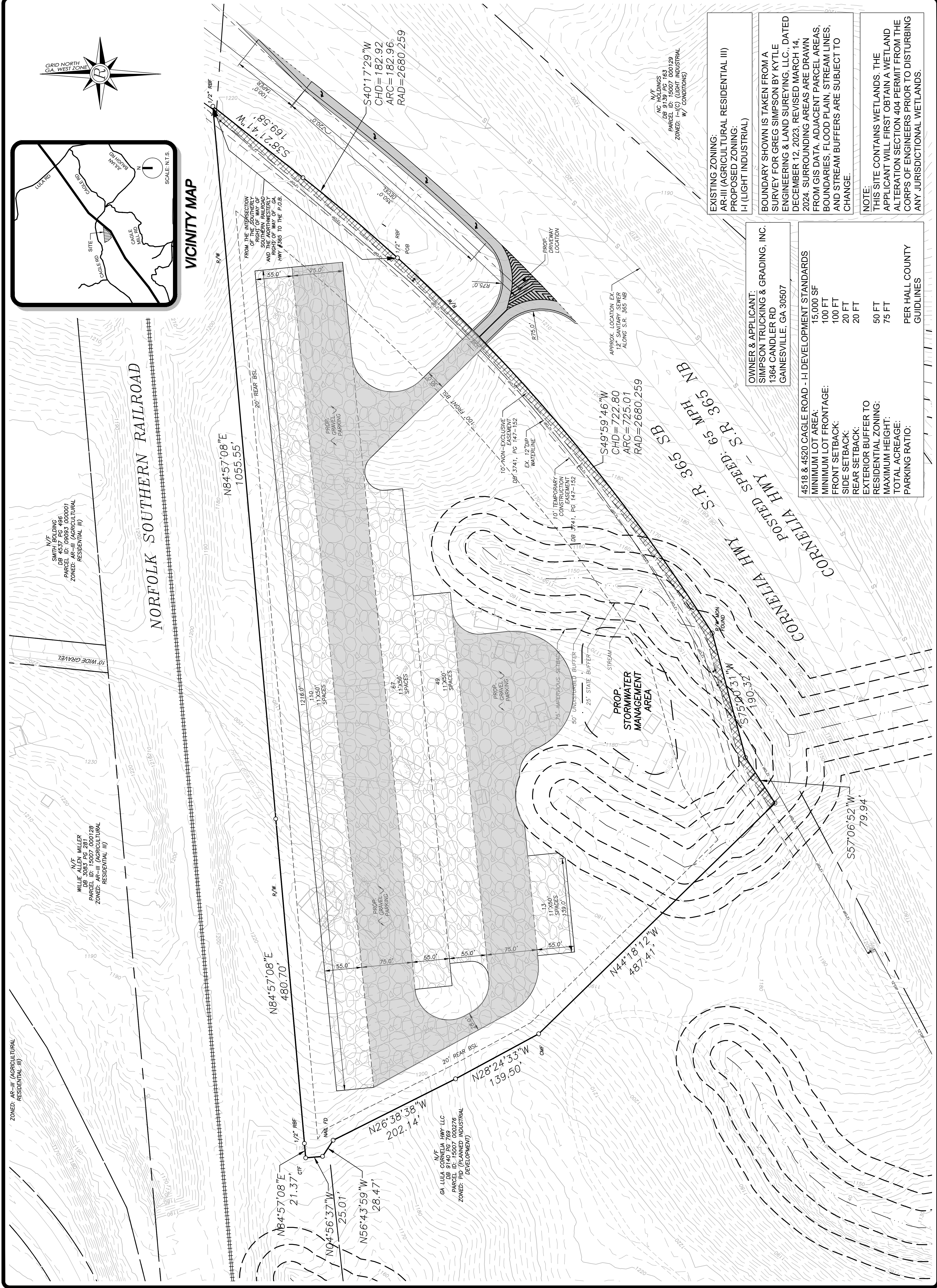
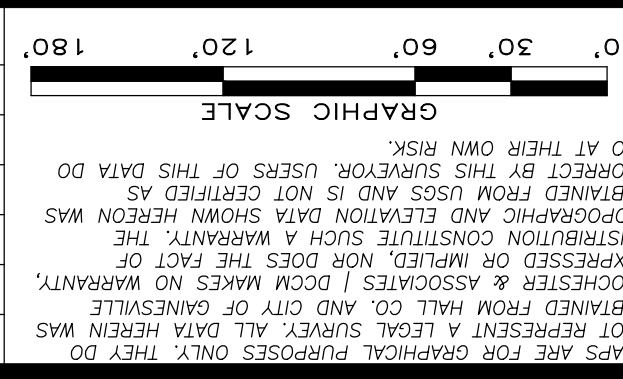
APPLICANT:
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 425 OAK STREET
 GAINESVILLE, GA 30501
 CONTACT: BRADLEY DUNCNEL
 (770) 363-1997
 bkduncnel@rochester-assoc.com

N/E
 SMITH BOLDING
 DB 4537 PG 486
 PARCEL ID: 09093 000001
 ZONED: AGRICULTURAL RESIDENTIAL III

N/E
 WILLIE ALLEN MILLER
 DB 3083 PG 281
 PARCEL ID: 15007 000128
 ZONED: AR-III (AGRICULTURAL RESIDENTIAL III)

N/E
 GA LULA CORNELIA HWY LLC
 DB 9140 PG 789
 PARCEL ID: 000276
 ZONED: (GLAND INDUSTRIAL DEVELOPMENT)

NO.	DATE	DESCRIPTION	REVISIONS



EXISTING ZONING: AR-III (AGRICULTURAL RESIDENTIAL III)
PROPOSED ZONING: I-1 (LIGHT INDUSTRIAL)

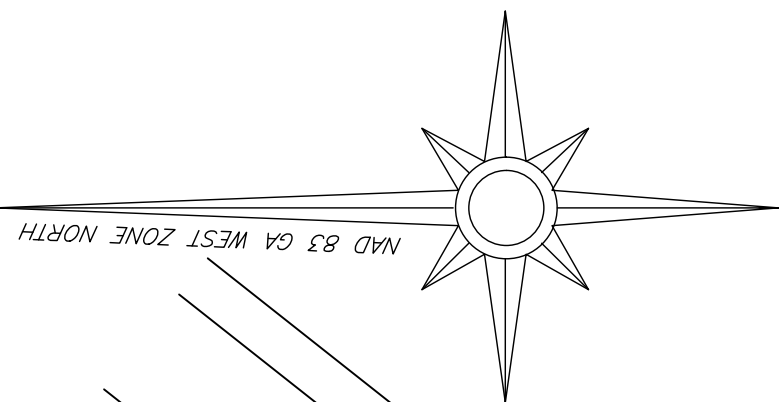
OWNER & APPLICANT: SIMPSON TRUCKING & GRADING, INC.
 1364 CANDLER RD
 GAINESVILLE, GA 30507

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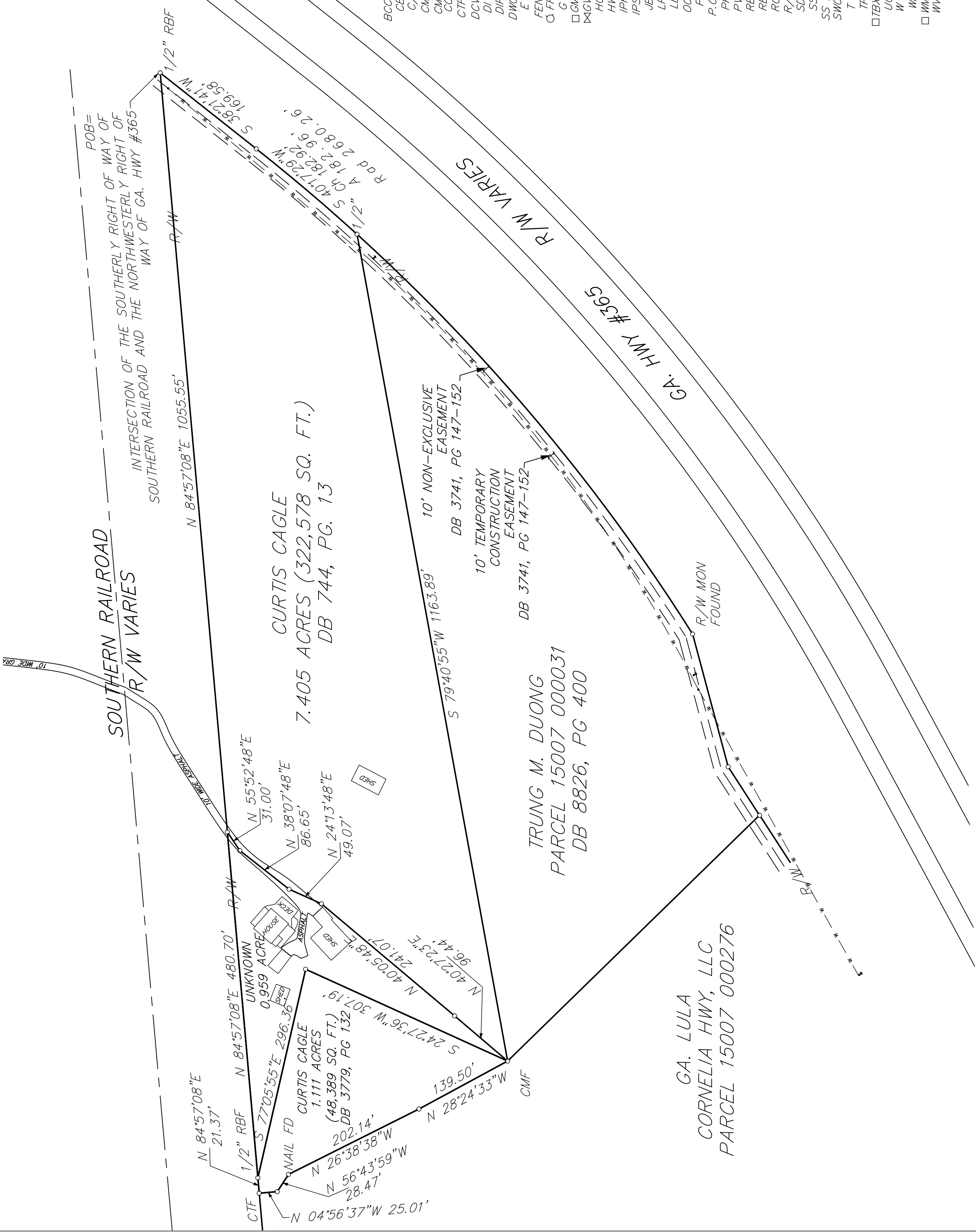
DEVELOPMENT STANDARDS:

- MINIMUM LOT AREA: 15,000 SF
- MINIMUM LOT FRONTAGE: 100 FT
- FRONT SETBACK: 100 FT
- SIDE SETBACK: 20 FT
- REAR SETBACK: 20 FT
- EXTERIOR BUFFER TO RESIDENTIAL ZONING: 50 FT
- MAXIMUM HEIGHT: 75 FT
- TOTAL ACREAGE: PER HALL COUNTY GUIDELINES
- PARKING RATIO: PER HALL COUNTY GUIDELINES

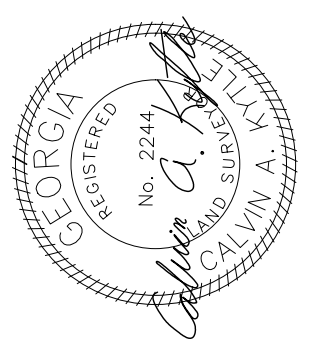
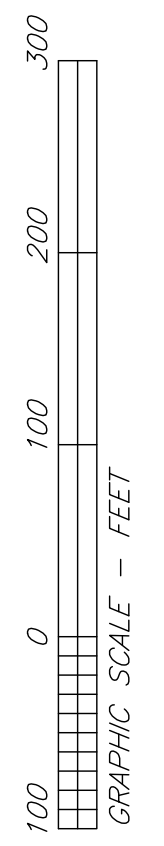


LEGEND

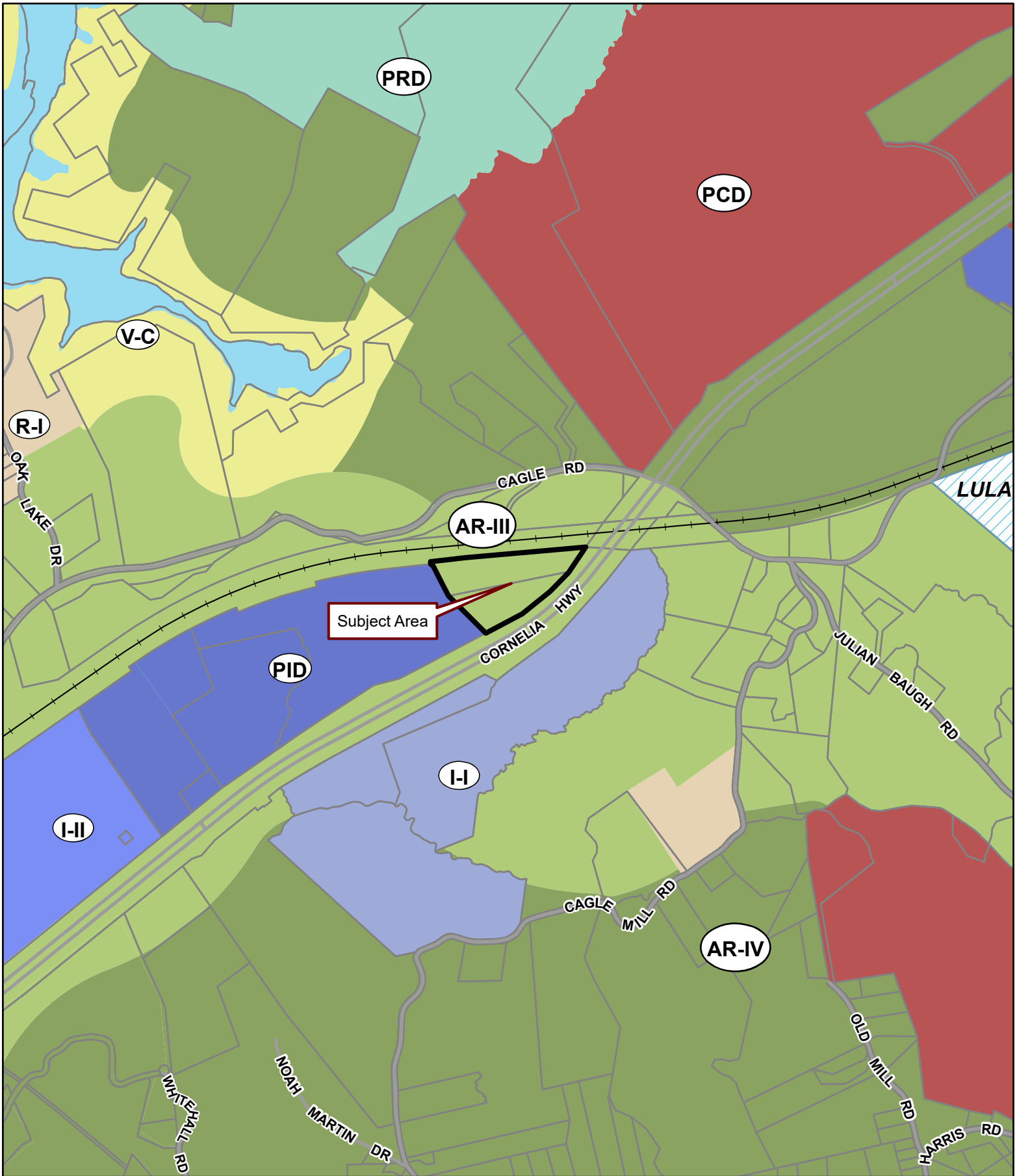
BCCMP	BITUMINOUS COATED CORRUGATED METAL PIPE
CB	CATCH BASIN
C/L	CENTERLINE
CMF	CONCRETE MONUMENT FOUND
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CTF	CRIMPED TOP PIPE FOUND
DCVA	DOUBLE CHECK VALVE ASSEMBLY
DI	DROP INLET
DIP	DUCTILE IRON PIPE
DWCB	DOUBLE WING CATCH BASIN
E	BURIED ELECTRIC LINE
F	FENCE
OH	FIRE HYDRANT
G	BURIED GAS LINE
G/M	GAS METER
XGV	GATE VALVE
HC	HANDICAP SPACE
HW	HEADWALL
IPF	IRON PIN FOUND
IPS	1/2" REBAR SET
JB	JUNCTION BOX
LP	LIGHT POLE
LL	LAND LOT
OCS	OUTLET CONTROL STRUCTURE
P	OVERHEAD POWER LINE
P.O.B.	POINT OF BEGINNING
PP	POWER POLE
PVC	POLYVINYL CHLORIDE PIPE
RBS	REBAR SET
RBF	REBAR FOUND
RCP	CONCRETE PIPE
R/W	RIGHT-OF-WAY
SD	STORM DRAIN
SS	SANITARY SEWER
SS MH	SANITARY SEWER MANHOLE
SWCB	SINGLE WING CATCH BASIN
T	OVERHEAD TELEPHONE LINE
TP	TELEPHONE POLE
□TBX	TELEPHONE BOX
UGT	BURIED TELEPHONE LINE
W	WATER LINE
WI	WEIR INLET
WM	WATER METER
□WV	WATER VALVE



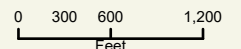
SURVEY FOR:
GREG SIMPSON
TAX PARCEL 15007 000031
GEORGIA MILITIA DISTRICT #1690
HALL COUNTY, GEORGIA
DECEMBER 12, 2023
REVISED MARCH 14, 2024



PREPARED BY:
KYTE ENGINEERING &
LAND SURVEYING LLC
5367 HIGHWAY 52
P.O. BOX 402
GILLSVILLE, GEORGIA 30543
PHONE: (404) 317-1544

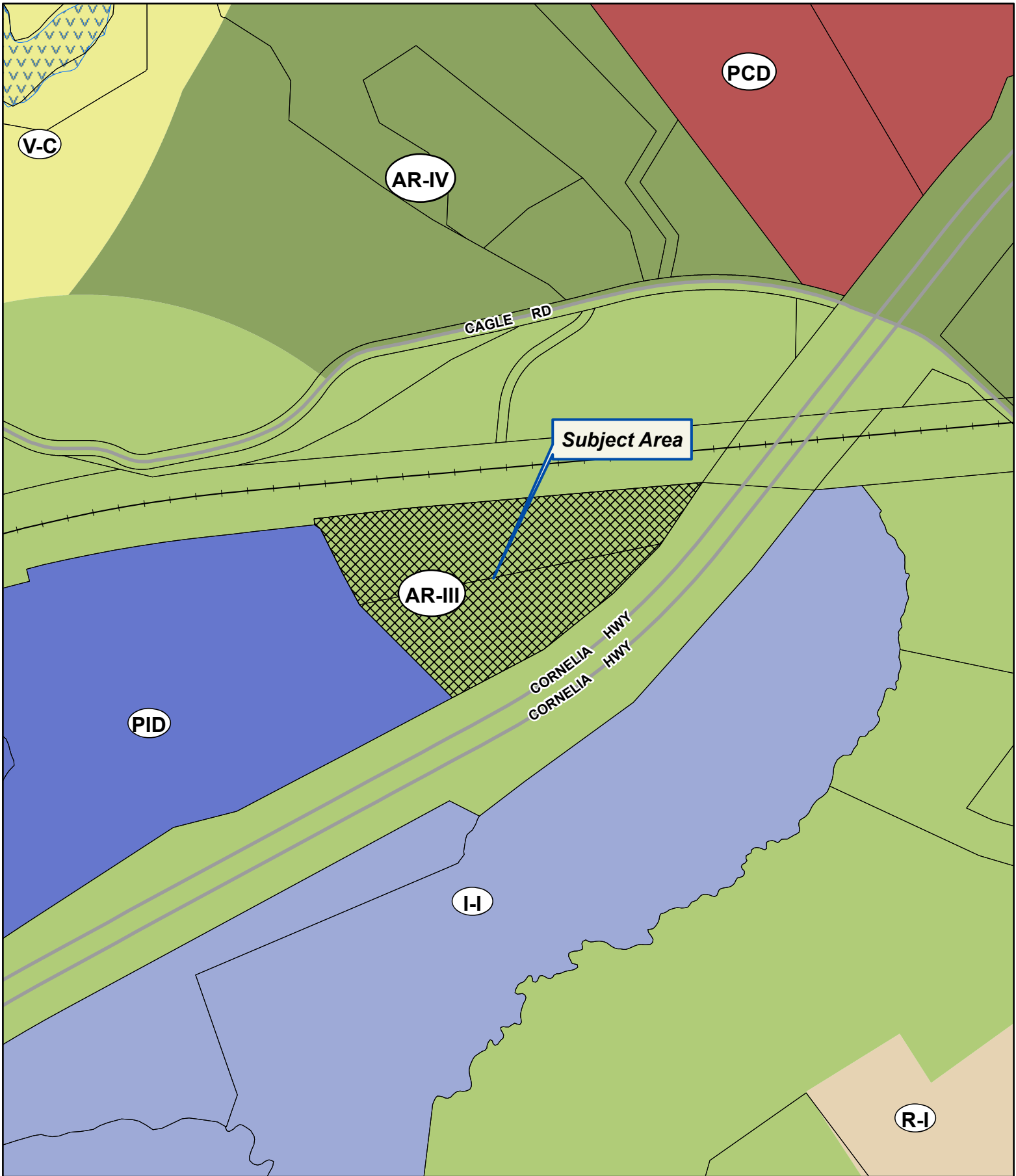


Applicant: ROCHESTER|DCCM
Tax Parcel #: 15007 000030 & 000031
Location: 4518 & 4520 CAGLE ROAD, LULA, GA 30554
Commission District 3 **PC Mtg. Date: 08/05/2024**



- Zoning Boundary
- ▨ City Limits
- ▭ Subject Area
- Structure





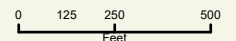
Applicant: ROCHESTER|DCCM

Tax Parcel #: 15007 000030 & 000031

Location: 4518 & 4520 CAGLE ROAD, LULA, GA 30554

Commission District 3

PC Mtg. Date: 08/05/2024



- Zoning Boundary
- ▭ City Limits
- ▨ Subject Area
- ▭ Structure





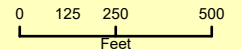
Applicant: ROCHESTER|DCCM




Tax Parcel #: 15007 000030 & 000031

Location: 4518 & 4520 CAGLE ROAD, LULA, GA 30554

Commission District 3

PC Mtg. Date: 08/05/2024



-  Zoning Boundary
-  City Limits
-  Subject Area



eFiled and eRecorded
DATE: 12/26/2023
TIME: 10:26 AM
DEED BOOK: 9415
PAGE: 133 - 135
FILING FEES: \$25.00
TRANSFER TAX: \$150.00
PARTICIPANT ID: 8274269752
PARTICIPANT ID: 7067927936
PT61: 069-2023-008749
RECORDED BY: JP
CLERK: Charles Baker, C.S.C
Hall County, GA

Return to:
O'Kelley & Sorohan, Attorneys at Law, LLC
340 Jesse Jewell Parkway SE, Suite 110
Gainesville, GA 30501
File No.: 08-245892-REG

STATE OF Georgia
COUNTY OF Hall

LIMITED WARRANTY DEED

THIS INDENTURE, made on **21st day of December, 2023**, between

Trung M. Duong

(hereinafter referred to as "Grantor") and

Simpson Trucking & Grading, Inc.

(hereinafter referred to as "Grantee"), the words "Grantor" and "Grantee" to include the heirs, executors, legal representatives, successors and assigns of said parties where the context requires or permits; WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee,

See Exhibit "A"

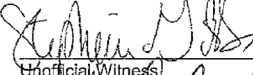
TOGETHER WITH all and singular the rights, members and appurtenances thereto (hereinafter collectively referred to as the "Premises"), the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of Grantee.

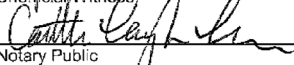
Subject to all easements, rights of way, and restrictive covenants of record (hereinafter referred to as the "Exceptions").

TO HAVE AND TO HOLD the Premises, subject to the Exceptions, to the only proper use, benefit and behoof of Grantee, forever, in FEE SIMPLE, and Grantor will, subject to the Exceptions, warrant and forever defend the right and title to the Premises unto Grantee against the claims of all person claiming by, through or under Grantor, but not otherwise.

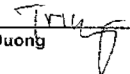
IN WITNESS WHEREOF, Grantor has executed this instrument under seal, as of the date first above written.

Signed, sealed and delivered
in the presence of:



Unofficial Witness


Notary Public
Commission expires: _____



Trung M. Duong



EXHIBIT "A"
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in the Georgia Militia District #1690 of Hall County, Georgia, being 6.557 acres more or less, and being more particularly described as follows:

To find the True Point of Beginning, commence at the intersection of the southerly right of way of Southern Railroad and the northwesterly right of way of Georgia Highway #365; running thence South 39 degrees 21 minutes 47 seconds West a distance of 352.45 feet to a ½ inch rebar found, said rebar being the True Point of Beginning; running thence along the arc of a curve an arc distance of 725.01 feet (said arc being subtended by a chord bearing South 49 degrees 59 minutes 46 seconds West) a chord distance of 722.80 feet and having a radius of 2680.26 feet to a right of way monument found; running thence along the arc of a curve an arc distance of 183.35 feet (said arc being subtended by a chord bearing South 59 degrees 42 minutes 19 seconds West) a chord distance of 183.32 feet and having a radius of 2680.26 feet to a point; running thence South 61 degrees 39 minutes 54 seconds West a distance of 69.11 feet to a point; running thence North 44 degrees, 18 minutes, 13 seconds West a distance of 533.02 feet to a Concrete Monument Found; running thence North 79 degrees, 40 minutes 55 seconds East a distance of 1163.89 feet to a ½ inch rebar found and the True Point of Beginning.

As more particularly described on a survey for Greg Simpson, prepared by Kyle Engineering & Land Surveying LLC and Calvin A. Kytte, Land Surveyor, Number 2244, dated December 12, 2023, said survey being attached as Exhibit "B" and being incorporated by reference.

Legal Description

All that tract or parcel of land lying and being in G.M.D. 1690, Hall County, Georgia and being more particularly described as follows:

Beginning at the intersection of the southerly Right-of-Way of Southern Railroad (R/W varies) and the Northwesterly Right-of-Way of Georgia Highway 365; thence along the Right-of-Way of said Georgia Highway 365 South 38°21'41" West, a distance of 169.58 feet to a point; thence 182.96 feet along an arc of a curve to the right having a radius of 2680.26 feet and a chord bearing and distance of South 40°17'29" West, 182.92 feet to a point; thence 725.01 feet along an arc of a curve to the right having a radius of 2680.26 feet and a chord bearing and distance of South 49°59'46" West, 722.80 feet to a point; thence South 75°00'31" West, a distance of 190.32 feet to a point; thence South 57°06'52" West, a distance of 79.94 feet to a point; thence leaving said Right-of-Way and along the property now or formerly of GA. Lula Cornelia Hwy, LLC North 44°18'12" West, a distance of 487.41 feet to a point; thence North 28°24'33" West, a distance of 139.50 feet to a point; thence North 26°38'38" West, a distance of 202.14 feet to a point; thence North 56°43'59" West, a distance of 28.47 feet to a point; thence North 04°56'37" West, a distance of 25.01 feet to a point on the southern Right-of-Way of said Southern Railroad; thence along the southern Right-of-Way of said Southern Railroad North 84°57'08" East, a distance of 21.37 feet to a point; thence North 84°57'08" East, a distance of 480.70 feet to a point; thence North 84°57'08" East, a distance of 1055.56 feet to the ***Point of Beginning***.

Said tract contains 15.841 Acres.

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Friday, June 28, 2024 10:26 AM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 8.5.24

Please find Environmental Health comments below:

Item 1, 0/3454 Gillsville Hwy, Chowdhury: 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.

Item 2A,B,C, 1954 Mountain View Road, Matheny: Must meet all residential permitting requirements.

Item 3A,B, 3193 Wallace Road, Del Toro: Must meet all residential permitting requirements.

Item 4A,B,C, 5248 Byers Road, Villeda: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 5, 3117 Athens Hwy, Agile Cold Storage: No comment.

Item 6, 5820 McEver Road, Nabeel: If public sewer not available, development must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Wastewater treatment and disposal may be required to be permitted through EPD. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan.

Item 7, 2052 Spring Road, Ruelas: No comment. Public sewer.

Item 8A,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.

Item 9, 4518/4520 Cagle Road, Rochester: If public sewer not available, development must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review.

Item 10, 5991 Swansey Road, Abernathy: No comment. Public sewer

Emily McGahee
Hall County Environmental Health
Hall County Government Center

2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Wednesday, July 3, 2024 1:56 PM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Planning Agenda for August 5, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See responses in red, below.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, June 27, 2024 10:48 AM
Subject: Tentative Planning Agenda for August 5, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning –

Here is the Tentative Agenda and Maps for the **Monday, August 5, 2024** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday, July 5th**. Email comments to Beth (bgarmon@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – July 15, 2024

OLD BUSINESS

1. [0 & 3454 Gillsville Highway | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 30.78± acre tract located on the south side of Gillsville Highway \(GA-323\), approximately 370 feet from its intersection with East Hall Road | Zoned AR-IV; Tax Parcels 15016 000158A & 000028C | Proposed Use: 20-lot residential subdivision | ** Commission District 3 | Sabina Chowdhury, applicant](#) Access on SR 323 will require GDOT coordination.

NEW BUSINESS

2. [\(A\) 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 Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#) No GDOT coordination required

- (B) 1954 Mountain View Road | Variance | 17.240.010.** to reduce the front yard setback along Mountain View Road | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | **Proposed Use: Single-family residence** | * Commission District 4 | **Randy L. Matheny, applicant** **No GDOT coordination required**
- (C) 1954 Mountain View Road | Variance | 17.240.010.** to reduce the rear yard setback | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | **Proposed Use: Single-family residence** | * Commission District 4 | **Randy L. Matheny, applicant** **No GDOT coordination required**
3. **(A) 3193 Wallace Road | Variance | 17.240.010.** to reduce the front yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | **Proposed Use: Single-family residence** | * Commission District 3 | **Julia Del Toro, applicant**
(B) 3193 Wallace Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | **Proposed Use: Single-family residence** | * Commission District 3 | **Julia Del Toro, applicant** **No GDOT coordination required**
4. **(A) 5248 Byers Road | Variance | 17.240.010.** to reduce the right side yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Detached garage** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
(B) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Detached garage** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
(C) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Single-family residence** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
5. **3117 Athens Highway | Variance | 17.420.060.** to allow for additional wall signs | on a 34.52± acre tract located on the north side of Athens Highway (GA-129) at its intersection with Roy Parks Road | Zoned I-I (GCOD); Tax Parcel 15024 000036 | **Purpose: Wall sign** | * Commission District 3 | **Agile Cold Storage c/o John Blan, applicant** **No GDOT coordination required**
6. **5820 McEver Road | Amend Conditions of Zoning** | on a 3.57± acre tract located on the west side of McEver Road at its intersection with Lights Ferry Road | Zoned H-B, Tax Parcel 08119 000003 | **Proposed Use: Gas station and convenience store** | ** Commission District 2 | **Nabeel Group of Companies, Inc, applicant** **No GDOT coordination required**
7. **2052 Spring Road | Reestablishment of a Nonconforming Use** | on a 0.19± acre tract located on the north side of Spring Road, approximately 237 feet from its intersection with Skelton Road | Zoned H-B, Tax Parcel 00122 002010 | **Proposed Use: Single-family residence** | ** Commission District 4 | **Ashley Xitlaly Ruelas, applicant** **No GDOT coordination required**
8. **(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 side 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**
(B) 5181 Dudley Hill Road | Use Subject to County Commission Approval | 17.70.040 for a subdivision | on a 47.61± acre tract located on the west side 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**
(C) 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 side 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**

9. [\(A\) 4518 & 4520 Cagle Road | Rezone | from Agricultural Residential III \(AR-III\) to Light Industrial \(I-I\) & Gateway Corridors Overlay District \(GCOD\) | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Permitted uses in light industrial zoning district | ** Commission District 3 | Rochester|DCCM, applicant](#) Access on SR 365 will require GDOT coordination.
10. [\(B\) 4518 & 4520 Cagle Road | Use Subject to County Commission | 17.420.050 for outdoor storage within GCOD | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Outdoor storage | ** Commission District 3 | Rochester|DCCM, applicant](#) Access on SR 365 will require GDOT coordination.

[5991 Swansey Road | Amend Conditions of Zoning | on a 38.45 ± acre tract located on the south side of Swansey Road approximately 476 feet from its intersection with Circle Four Ranch | Zoned PRD, Tax Parcel 15048 000034 | Proposed Use: 100-lot subdivision | ** Commission District 1 | Abernathy Engineering Group, applicant](#) No GDOT coordination required

*The Planning Commission’s decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission’s decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, September 12, 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, September 12, 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: July 5, 2024

t: 770.531.6800 | f: 770.531.3945

Subject: August 5, 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 August 5, 2024 meeting. Upon review, we provide the following comments.

OLD BUSINESS

1. [0 & 3454 Gillsville Highway | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 30.78± acre tract located on the south side of Gillsville Highway \(GA-323\), approximately 370 feet from its intersection with East Hall Road | Zoned AR-IV; Tax Parcels 15016 000158A & 000028C | Proposed Use: 20-lot residential subdivision | ** Commission District 3 | Sabina Chowdhury, applicant](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.
 - b. **Traffic:** GA DOT driveway permit required
 - c. **Utilities:** NO sanitary sewer in area.

NEW BUSINESS

2. [\(A\) 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 Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#)
[\(B\) 1954 Mountain View Road | Variance | 17.240.010. to reduce the front yard setback along Mountain View Road | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#)
[\(C\) 1954 Mountain View Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | 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.
3. [\(A\) 3193 Wallace Road | Variance | 17.240.010. to reduce the front yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | Proposed Use: Single-family residence | * Commission District 3 | Julia Del Toro, applicant](#)
[\(B\) 3193 Wallace Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | Proposed Use: Single-family residence | * Commission District 3 | Julia Del Toro, applicant](#)
- a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.
4. [\(A\) 5248 Byers Road | Variance | 17.240.010. to reduce the right side yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | Proposed Use: Detached garage | * Commission District 2 | Hector J & Teresa Villeda, applicant](#)
[\(B\) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | Proposed Use: Detached garage | * Commission District 2 | Hector J & Teresa Villeda, applicant](#)
[\(C\) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | Proposed Use: Single-family residence | * Commission District 2 | Hector J & Teresa Villeda, applicant](#)
- a. **Engineering:** Drainage easement may be changed, but must enter and exit in the place as the final plat PB:40 PG:242.
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.
5. [3117 Athens Highway | Variance | 17.420.060. to allow for additional wall signs | on a 34.52± acre tract located on the north side of Athens Highway \(GA-129\) at its intersection with Roy Parks Road | Zoned I-I \(GCOD\); Tax Parcel 15024 000036 | Purpose: Wall sign | * Commission District 3 | Agile Cold Storage c/o John Blan, applicant](#)
- a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.

6. [5820 McEver Road | Amend Conditions of Zoning | on a 3.57± acre tract located on the west side of McEver Road at its intersection with Lights Ferry Road | Zoned H-B, Tax Parcel 08119 000003 | Proposed Use: Gas station and convenience store | ** Commission District 2 | Nabeel Group of Companies, 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.
 - b. **Traffic:** Driveway to be reviewed during plan review
 - c. **Utilities:** No Hall County sewer in area.

7. [2052 Spring Road | Reestablishment of a Nonconforming Use | on a 0.19± acre tract located on the north side of Spring Road, approximately 237 feet from its intersection with Skelton Road | Zoned H-B, Tax Parcel 00122 002010 | Proposed Use: Single-family residence | ** Commission District 4 | Ashley Xitlaly Ruelas, applicant](#)
 - a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.

8. [\(A\) 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 side 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:** Show stream buffer and impervious setback from wooded vegetation not centerline of stream.
As this subdivision is greater than 6 lots on an existing road a stormwater management report prepared by a professional engineer will be required. Show FEMA and Hall County studied Flood plains that are present on site.
 - b. **Traffic:** Provide sight distance for each drive
Common access drive will need to meet County standards and go through the development review process.
 - c. **Utilities:** No comment.

9. [\(A\) 4518 & 4520 Cagle Road | Rezone | from Agricultural Residential III \(AR-III\) to Light Industrial \(I-I\) & Gateway Corridors Overlay District \(GCOD\) | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Permitted uses in light industrial zoning district | ** Commission District 3 | Rochester|DCCM, applicant](#)
[\(B\) 4518 & 4520 Cagle Road | Use Subject to County Commission | 17.420.050 for outdoor storage within GCOD | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Outdoor storage | ** Commission District 3 | Rochester|DCCM, applicant](#)

- a. **Engineering:** Show stream buffer and impervious setback from wretched vegetation not centerline of stream
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
- b. **Traffic:** GA DOT permit required
- c. **Utilities:** Sanitary sewer on SR 365

10. [5991 Swansey Road | Amend Conditions of Zoning | on a 38.45 ± acre tract located on the south side of Swansey Road approximately 476 feet from its intersection with Circle Four Ranch | Zoned PRD, Tax Parcel 15048 000034 | Proposed Use: 100-lot subdivision | ** Commission District 1 | Abernathy Engineering Group, applicant](#)

- a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
Show stream buffer and impervious setback from wretched vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.
- b. **Traffic:** Needs to be reviewed by legal
- c. **Utilities:** No comment.

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: **ROCHESTER | DCCM**

REQUEST: **REZONE FROM AR-III TO I-1 FOR PERMITTED USES WITHIN LIGHT INDUSTRIAL ZONING DISTRICT**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: **AUG 05, 2024**

Time: **5:15 PM**

&

COUNTY COMMISSION

Date: **SEPT 10, 2024**

Time: **6:00 PM**

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Jul 12, 2024 12:28:46

Cornelia Highway
Lula

Hall County
Georgia

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Wednesday, July 3, 2024 8:48 AM
To: Anael Dominguez (CDI: Planning)
Cc: Beth Garmon (CDI: Planning)
Subject: Fire Comment

Monday, August 5, 2024 Hall County Planning Commission Meeting.

1. [\(A\) 4518 & 4520 Cagle Road | Rezone | from Agricultural Residential III \(AR-III\) to Light Industrial \(I-I\) & Gateway Corridors Overlay District \(GCOD\) | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Permitted uses in light industrial zoning district | ** Commission District 3 | Rochester|DCCM, applicant](#)
[\(B\) 4518 & 4520 Cagle Road | Use Subject to County Commission | 17.420.050 for outdoor storage within GCOD | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Outdoor storage | ** Commission District 3 | Rochester|DCCM, applicant](#)

[The Hall County Fire Marshal's Office considers all of the plan proposals conceptual in nature, and if approved may require modifications during the development review process.](#)

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org





AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (09/09/24)**

REPORT TO: **Voting Meeting (09/10/24)**

ITEM NO: 482/2024

SUBJECT: **5991 Swansey Road | Amend Conditions of Zoning |** on a 38.45 ± acre tract located on the south side of Swansey Road approximately 476 feet from its intersection with Circle Four Ranch | Zoned PRD, Tax Parcel 15048 000034 | **Proposed Use: 100-lot subdivision |** Commission District 1 | **Abernathy Engineering Group, applicant**

Meetings:

Work Session Date: 09/09/24

Voting Meeting Date: 09/10/24

Executive Summary:

Presenter: BG

Recommendation:

Approval, with conditions:

1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.
2. Development shall not exceed 100 residential units or a density of 2.7 units per acre.
3. Developer will improve and pave Swansey Road commencing from the southernmost point of its property where the property intersects with the Swansey Road right-of-way (otherwise identified as the development's point along the Swansey Road right-of-way nearest to Friendship Road). The paving of Swansey Road by the developer will continue north from said initial commencement point to a point just north of the northernmost aspect of the front entrance of its development as shown on the zoning plan approved on January 21, 2021, or farther north along Swansey Road if desired by the Developer. All such paving of Swansey Road will be completed prior to the approval of the final plat, shall be consistent with County standards (see Hall County Detail TE-12 attached hereto), and shall include a right turn deceleration lane on Swansey Road into the development.
4. Subdivision lots must access internal roadways only and direct lot access to Swansey Road shall be prohibited.
5. All conditions of zoning shall be made a part of any plat of the property.
6. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded for 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."
7. The following statement regarding the potential impacts of industrial operations in the area shall be made part of any plat recorded for the property: "Owners and users of this property are informed of industrial uses nearby and should expect noise, odors, and other effects associated with such industrial properties."
8. The final plat shall not be approved prior to the property having access to Hall County sewer.
9. A vegetative buffer on Swansey roadway which would include the backs of lots 64, 65, 66, 67 and lots 1, 2, 3 and 4 will be provided.
10. Developer will post a bond or letter of credit in the amount of \$300,000.00 in favor of the County from a creditor doing business and with an office in Hall County, Georgia for the design, realignment, and construction of the section of Swansey Road from the point where the asphalt paving currently ends beyond the intersection with Friendship Road (GDOT) to the proposed development's southern-most property corner along Swansey Road. The bond or letter of credit may be cashed in by the County once the County awards a contract for the design or construction of the road project to pave the above-referenced section of Swansey Road as described herein. The design and/or construction of the road project shall be initiated no later than seven years from the date of the posting/issuance of the bond or letter of credit, and if design/construction has not been initiated within seven years, the bond or letter of credit shall be released and rendered null. The County shall be responsible for all eminent domain needed to acquire right-of-way and/or easements to adhere to the County's TE-12 specifications as to paving Swansey Road between the paved section nearest to Friendship Road and the southernmost point of the development along Swansey Road.

Purpose of Request:

5991 Swansey Road | Amend Conditions of Zoning | on a 38.45 ± acre tract located on the south side of Swansey Road approximately 476 feet from its intersection with Circle Four Ranch | Zoned PRD, Tax Parcel 15048 000034 | **Proposed Use: 100-lot subdivision** | Commission District 1 | **Abernathy Engineering Group, applicant**

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
AD	BG	WLI	CR

Clerk
JR

Attachments:

- Board Memo
- Recommendation Report
- Application
- Narrative
- Site Plan
- Maps
- 2021 BOC Action Letter
- Environmental Health Comments
- GDOT Comments
- Fire Comments
- Public Works 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 26, 2024

Subject: **5991 Swansey Road | Amend Conditions of Zoning | on a 38.45 ± acre tract | Proposed Use: 100-lot subdivision | Abernathy Engineering Group, applicant**

The request before you is the request of Abernathy Engineering Group to amend conditions of zoning related to the improvement of Swansey Road for a 100-lot single-family residential subdivision. This item is located within Commission District 1.

At their August 5, 2024 meeting, the Hall County Planning Commission voted to recommend approval with ten (10) conditions **(3-1, Hunt opposed and Varner absent)**

Staff recommendation: **Approval, with conditions**, the proposed changes are consistent with previous approvals.

There were **no comments submitted** in advance of the Planning Commission meeting and **two (2) people spoke in opposition during the public hearing.**

Planning Commission Conditions:

1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.
2. Development shall not exceed 100 residential units or a density of 2.7 units per acre.
3. Developer will improve and pave Swansey Road commencing from the southernmost point of its property where the property intersects with the Swansey Road right-of-way (otherwise identified as the development's point along the Swansey Road right-of-way nearest to Friendship Road). The paving of Swansey Road by the developer will continue north from said initial commencement point to a point just north of the northernmost aspect of the front entrance of its development as shown on the zoning plan approved on January 21, 2021, or farther north along Swansey Road if

desired by the Developer. All such paving of Swansey Road will be completed prior to the approval of the final plat, shall be consistent with County standards (see Hall County Detail TE-12 attached hereto), and shall include a right turn deceleration lane on Swansey Road into the development.

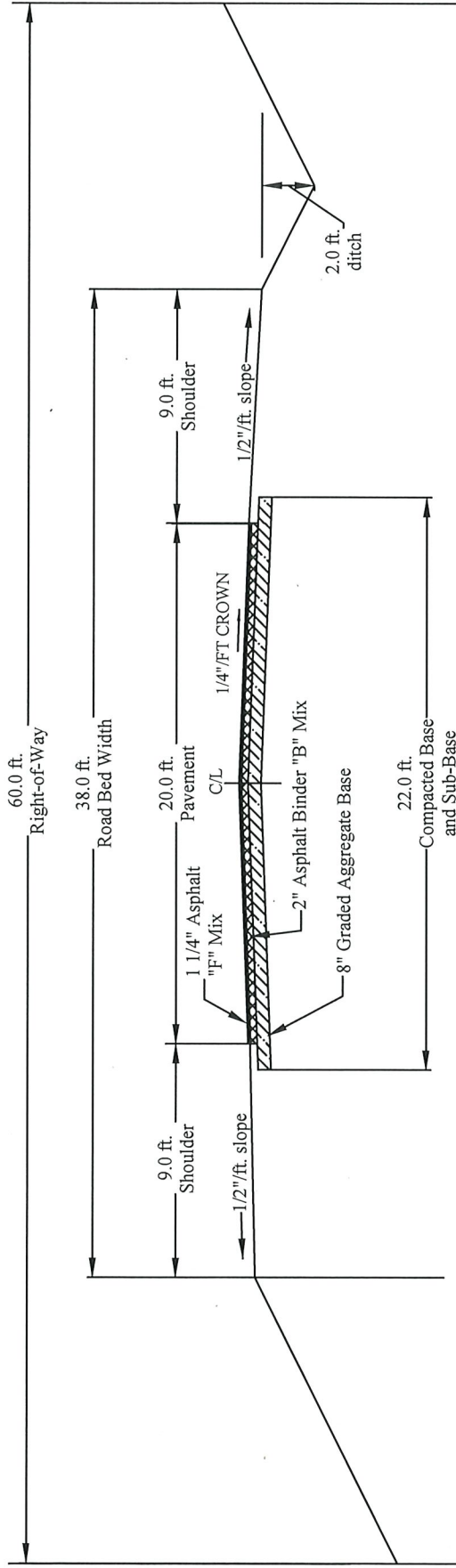
4. Subdivision lots must access internal roadways only and direct lot access to Swansey Road shall be prohibited.
5. All conditions of zoning shall be made a part of any plat of the property.
6. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded for 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.”
7. The following statement regarding the potential impacts of industrial operations in the area shall be made part of any plat recorded for the property:

“Owners and users of this property are informed of industrial uses nearby and should expect noise, odors, and other effects associated with such industrial properties.”
8. The final plat shall not be approved prior to the property having access to Hall County sewer.
9. A vegetative buffer on Swansey roadway which would include the backs of lots 64, 65, 66, 67 and lots 1, 2, 3 and 4 will be provided.
10. Developer will post a bond or letter of credit in the amount of \$300,000.00 in favor of the County from a creditor doing business and with an office in Hall County, Georgia for the design, realignment, and construction of the section of Swansey Road from the point where the asphalt paving currently ends beyond the intersection with Friendship Road (GDOT) to the proposed development's southern-most property corner along Swansey Road. The bond or letter of credit may be cashed in by the County once the County awards a contract for the design or construction of the road project to pave the above-referenced section of Swansey Road as described herein. The design and/or construction of the road project shall be initiated no later than seven years from the date of the posting/issuance of the bond or letter of credit, and if design/construction has not been initiated within seven years, the bond or letter of credit shall be released and rendered null. The County shall be responsible for all eminent domain needed to acquire right-of-way and/or easements to adhere to the County's TE-12 specifications as to paving Swansey Road between the paved section nearest to Friendship Road and the southernmost point of the development along Swansey Road.

PLATE 5: CONSTRUCTION REQUIREMENT FOR NON-CURBED STREETS

TYPICAL SECTION FOR RESIDENTIAL CONSTRUCTION



NOT TO SCALE

NOTES:

1. Maximum Cut or Fill Slope is 2H:1V
2. Subgrade Compaction Minimum 98%
3. Clearing Required to Top or Toe of Slope
Trees within one foot of fill or less may remain. See Section 16.70.170 for details
4. Prime Between GAB and Asphalt Binder
5. Tack Between Asphalt Binder and "F" Mix

RESIDENTIAL TYPICAL SECTION WITHOUT CURB & GUTTER



REVISED:
JAN-2019

**HALL COUNTY PUBLIC WORKS & UTILITIES
TRAFFIC ENGINEERING DIVISION**

**STANDARD
TE-12**

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Abernathy Engineering Group

Request Use Subject to County Commission Approval |
Amend Conditions of Planned Residential
Development (PRD, 17.180.060)

Proposed Use 100-lot single-family development

Size 38.45± acres

Zoning Planned Residential Development (PRD,
17.180.060)

Location **5991 Swansey Road** | Tax Parcel 15048 000034

Commission District One

Planning Commission Date August 5, 2024

Staff Recommendation **Approval, with conditions**, the proposed
changes are consistent with previous approvals.

Record Number HZCU24-0026

Planning Commission Recommendation..... **Approval, with conditions**

Vote: 3-1 (Hunt opposed and Varner absent)

Planning Commission Conditions:

1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.
2. Development shall not exceed 100 residential units or a density of 2.7 units per acre.
3. Developer will improve and pave Swansey Road commencing from the southernmost point of its property where the property intersects with the Swansey Road right-of-way (otherwise identified as the development's point along the Swansey Road right-of-way nearest to Friendship Road). The paving of Swansey Road by the developer will continue north from said initial commencement point to a point just north of the northernmost aspect of the front entrance of its development as shown on the zoning plan approved on January 21, 2021, or farther north along Swansey Road if desired by the Developer. All such paving of Swansey Road will be completed prior to the approval of the final plat, shall be consistent with County

standards (see Hall County Detail TE-12 attached hereto), and shall include a right turn deceleration lane on Swansey Road into the development.

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Excerpts from the minutes of the August 5, 2024 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Guy Abernathy, 2130 Misty Oaks Drive, Buford, presented the request. The applicant stated that the previously approved conditions from 2021 were vague and have caused difficulties with the developer and Hall County Engineering to determine what part of the road the developer is responsible for improving.

Public Forum:

Michael Shastel, 5961 Swansey Road, Flowery Branch, spoke in opposition. Concerns were cost of the road improvement to taxpayers, traffic, safety, and the dust created by the existing road.

James Basile, 3639 Buttercup Court, Flowery Branch, spoke in opposition. Concerns were density, traffic, and rental homes.

Rebuttal

The applicant explained the road improvement plans per the amended conditions, and stated that they were originally going to build on top of the existing roadbed but this was not approved by Hall County Engineering. Because of this, the construction costs went up and led to negotiations for the proposed \$300,000 bond.

Planning Commission Comments:

Mr. Hunt questioned what the County Engineer wanted the applicant to pave the road with. The applicant stated that they were told to realign the road not just repave with asphalt where the roadbed was already located. Mr. Hunt questioned if the homes will be for sale before the County completes their portion of the road. The applicant stated that was correct.

Motion: A motion to approve, with conditions was made by Mr. Sosebee and seconded by Ms. Pilcher. Vote: 3-1 (Hunt opposed and Varner absent)

Conditions:

1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.
2. Development shall not exceed 100 residential units or a density of 2.7 units per acre.
3. Developer will improve and pave Swansey Road commencing from the southernmost point of its property where the property intersects with the Swansey Road right-of-way (otherwise identified as the development's point along the Swansey Road right-of-way nearest to Friendship Road). The paving of Swansey Road by the developer will continue north from said initial commencement point to a point just north of the northernmost aspect of the front entrance of its development as shown on the zoning plan approved on January 21, 2021, or farther north along Swansey Road if desired by the Developer. All such paving of Swansey Road will be completed prior to the approval of the final plat, shall be consistent with County standards (see Hall County Detail TE-12 attached hereto), and shall include a right turn deceleration lane on Swansey Road into the development.

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Staff Recommended Conditions:

1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval-
2. Development shall not exceed 100 residential units or a density of 2.7 units per acre.

3. Developer will improve and pave Swansea Road commencing from the southernmost point of its property where the property intersects with the Swansea Road right-of-way (otherwise identified as the development's point along the Swansea Road right-of-way nearest to Friendship Road). The paving of Swansea Road by the developer will continue north from said initial commencement point to a point just north of the northernmost aspect of the front entrance of its development as shown on the zoning plan approved on January 21, 2021, or farther north along Swansea Road if desired by the Developer. All such paving of Swansea Road will be completed prior to the approval of the final plat, shall be consistent with County standards (see Hall County Detail TE-12 attached hereto), and shall include a right turn deceleration lane on Swansea Road into the development.
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between the paved section nearest to Friendship Road and the southernmost point of the development along Swansea Road.

Summary Analysis

The applicant is requesting to amend the zoning conditions of a Planned Residential Development (PRD, 17.180.060). The request includes modifying two conditions related to the improvement of Swansea Road and addressed in Conditions #3 and #10 of the January 27, 2021 BOC approval.

The subject property was approved for rezoning from Agricultural Residential-III (AR-III, 17.110) to Planned Residential Development (PRD, 17.180.060) by the Hall County Board of Commissioners on January 27, 2021, for a 100-unit single-family residential development with an overall density of 2.7 dwelling units per acre subject to the following 10 conditions:

1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval. ~~No variances from §17.180 are granted as part of this request and any deviation found within the narrative or site plan is not approved.~~
2. Development shall not exceed 100 residential units or a density 2.7 units per acre.
3. Swansea Road shall be improved at the developer's expense to match the existing conditions of that improved area near the intersection of Friendship Road to the entrance of the subdivision.
4. Subdivision lots must access internal roadways only and direct lot access to Swansea Road shall be prohibited.
5. All conditions of zoning shall be made a part of any plat of the property.
6. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded for 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."
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8. The final plat shall not be approved prior to the property having access to Hall County sewer.
9. A vegetative buffer on Swansea roadway which would include the backs of lots 64, 65, 66, 67 and lots 1, 2,3 and 4 will be provided.
10. The applicant shall work with reasonable diligence to obtain the necessary right-of-way from the adjoining property owners. The applicant shall construct the road within the existing right-of-way.

The applicant and county representatives have discussed modifications of Conditions #3 and #10. Proposed conditions between the developer, Aspen Holdings Atlanta, LLC and county legal counsel are as follows:

Proposed Condition # 3.

Developer will improve and pave Swansey Road commencing from the southernmost point of its property where the property intersects with the Swansey Road right-of-way (otherwise identified as the development's point along the Swansey Road right-of-way nearest to Friendship Road). The paving of Swansey Road by the developer will continue north from said initial commencement point to a point just north of the northernmost aspect of the front entrance of its development as shown on the zoning plan approved on January 21, 2021, or farther north along Swansey Road if desired by the Developer. All such paving of Swansey Road will be completed prior to the approval of the final plat, shall be consistent with County standards (see Hall County Detail TE-12 attached hereto), and shall include a right turn deceleration lane on Swansey Road into the development.

Proposed Condition # 10.

Developer will post a bond or letter of credit in the amount of \$300,000.00 in favor of the County from a creditor doing business and with an office in Hall County, Georgia for the design, realignment, and construction of the section of Swansey Road from the point where the asphalt paving currently ends beyond the intersection with Friendship Road (GDOT) to the proposed development's southern-most property corner along Swansey Road. The bond or letter of credit may be cashed in by the County once the County awards a contract for the design or construction of the road project to pave the above-referenced section of Swansey Road as described herein. The design and/or construction of the road project shall be initiated no later than seven years from the date of the posting/issuance of the bond or letter of credit, and if design/construction has not been initiated within seven years, the bond or letter of credit shall be released and rendered null. The County shall be responsible for all eminent domain needed to acquire right-of-way and/or easements to adhere to the County's TE-12 specifications as to paving Swansey Road between the paved section nearest to Friendship Road and the southernmost point of the development along Swansey Road.

Per "Attachment 2" of the submitted narrative, dated June 17, 2024, the applicant is requesting additional language to Condition 10 as follows:

Applicant proposed language to be added to Condition # 10:

Developer shall have the discretion to pave the existing roadbed with a tar/gravel treatment mix from the end of existing pavement near Friendship Road up to the tie-in to the required TE-12 pavement section which will begin at the southernmost portion of the subject Aspen Holding project. This portion of the road (and all of Swansey Road) will be maintained by Hall County. The County will assist the developer in acquiring right-of-way should legitimate attempts by the developer to negotiate the purchase of right-of-way and/or slope easements bog down, as this road improvement benefits the overall traveling public.

County staff **DOES NOT** support the applicant's proposed additional language for Condition #10.

Zoning Analysis

Per Planning Commission and Hall County Commission consideration and decision (17.380.060), the Board shall study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry shall be considered, to wit:

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; **The requested amendment to Condition #3 is consistent with the previous approval for the Planned Residential Development (PRD, 17.180.060) on January 27, 2021 by the county commission. However, Planning staff does not recommend the additional language to the amendment as proposed by the applicant, and only supports the amendment as stated in the recommended conditions.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The recommended amendments to the zoning conditions will not adversely affect the existing use or usability of adjacent and nearby property.**
3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **The property has reasonable economic use as currently zoned, Planned Residential Development (PRD, 17.180.060).**
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; **If approved, the recommended amendments to the zoning conditions are not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, etc.**
5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The zoning designation has been established by previous board action with the original approval of the development. The recommended amendments to the zoning conditions do not significantly affect the designated future land use of the area.**
6. The extent to which property values are diminished by the existing zoning restrictions; **Absent a market study, staff is unable to determine whether property values are diminished by the existing zoning restrictions.**
7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**
8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**
9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The subject parcel was rezoned from Agricultural Residential-III (AR-III, 17.110) to Planned Residential Development (PRD, 17.180) on January 27, 2021, for the purpose of developing a 100-lot single-family development.**

10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions affecting the use or development of the property.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The request is to amend zoning conditions of an existing Planned Residential Development (PRD, 17.180.060). Per the Official Code of Hall County, the Planned Development District (PRD, 17.180.060) is to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment.**
12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the recommended amendments to the conditions would not be out of scale with the needs of the County as a whole.**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The current zoning of the subject site supports the proposed use.**
15. Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **No, the request could not be handled instead by a variance.**
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

17.380.050. - Submission requirements

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **The proposal meets the requirement, and the applicant understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
 1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter].

The proposal does provide a narrative outlining the intent of the request; however, the applicant has not prepared a response to each of the criteria listed in 17.380.060.C.

2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets this requirement.**
- C. For any application for a slow rate land treatment system (see chapter 17.20), the following additional requirements apply. **This standard is not applicable to the applicant's request.**
- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **The proposed development will contain no more than 100 residential dwelling units; this is the threshold which requires a traffic study. The development met submission requirements at time of previous approval. The proposed amendments to the zoning conditions do not warrant a new traffic study as the number of units is not changing.**

Development Support and Constraints / Departmental Comments

Hall County Environmental Health

In an email dated June 28, 2024, Emily McGahee stated "No comment. Public Sewer."

Hall County Fire Marshal

In an email dated July 3, 2024, John Hornick, NPQ Fire Service Plans Examiner 1, provided the following comments:

1. Water service provider not identified in the project narrative.
2. How will water be distributed to the development? Currently there is no water on Swansea Road.
3. Will the installation of public water occur during the Swansea Road improvements?
4. Development will require fire hydrants as required by Fire Code.
5. The Hall County Fire Marshal's Office considers the plan conceptual in nature, and if approved may require modifications during the development review process.
6. According to GIS property currently has a parcel warning tag.

Hall County Public Works and Utilities

In a memo dated July 5, 2024, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:

This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Show stream buffer and impervious setback from wretched vegetation not centerline of stream.

Show FEMA and Hall County studied Flood plains that are present on site.

Traffic:

Needs to be reviewed by legal.

Utilities

No comment.

Georgia Department of Transportation

In an email dated July 3, 2024, Veronica Chavers, D1TO Civil Engineer III, stated that GDOT coordination is not required.

Attachments:

Hall County Public Works & Utilities – Traffic Engineering Division – Standard TE-12

ZONING APPLICATION

Applicant (Name & Mailing Address)
 Abernathy Engineering Group

Property Owner (Name & Mailing Address)
 Leslie Ann Scales

PO BOX 1886

7213 Brickey Lane

Buford, GA 30515

Knoxville, TN 37918

Phone 770-231-9013

Phone 423-715-8002

Email Address guy@abernathyeng.com

Email Address [redacted]

Proposed Single Family Residential PRD

Contact Person (Name & Mailing Address)
 Guy Abernathy, Abernathy Engineering Group

PO BOX 1886

Buford, GA 30515

Phone 770.231.9013

Email Address Guy@abernathyeng.com

Tax Parcel Number 15048 000034

Status of Applicant	Requested Action
<input type="checkbox"/> Owner	Existing Zoning: SFR ARIII
<input type="checkbox"/> Option to Purchase	Rezone to: PRD
<input type="checkbox"/> Area Resident	Fee: \$ _____
<input checked="" type="checkbox"/> Other	Receipt #: _____

Check #: _____

Acreage 38.45+/-

Location Address 5991 Swansey Rd., Flowery Branch, GA 30542

I hereby certify that the above information and all attached information are true and correct.

Sign [Signature]

Date: 6.7.24

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____

Taken by: _____

Tentative Planning Commission Date: _____

Tentative County Commission Date: _____

County Commission District: _____

AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.


Name of owner(s) **Leslie Ann Scales**
Address **37918**
7213
Brickey Lane
Knoxville, TN Phone Number **423-715-8002**

Name of applicant(s) **Guy Abernathy, Abernathy Engineering Group, LLC**

Address **Buford, GA**
PO Box 30515 Phone Number **770-231-9013**
1886


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.

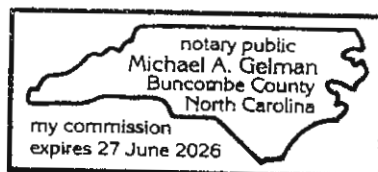
NC, HENDERSON
Signature of Owner(s)


Personally appeared before me
LESLIE ANN SCALES

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.


Notary Public

JUNE 5th, 2024
Date



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: _____

Date: 5.22.24

Applicant's/Owner's Name (Printed): _____

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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(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:

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I hereby certify that I have read the above and that:

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within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: Leslie Ann Scales

Date: June 5, 2024

Applicant's/Owner's Name (Printed): Leslie Ann Scales

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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OCGA § 36-67A-3[C] Disclosure of campaign contributions:

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I hereby certify that I have read the above and that:

I have** _____ I have not _____

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: _____

Date: 6/7/24

Applicant's/Owner's Name (Printed): MICHAEL COOPER

LETTER OF INTENT FOR CHANGE IN CONDITIONS

Original Zoning Case Hearing Jan 11, 2021

Called Special Meeting Jan 27, 2021

Applicant/Owner: Aspen Holdings Atlanta, LLC
2430 Flint Creek Drive
Cumming, GA 30041

Project Location: 5991 Swansey Road
Flowery Branch GA

Description: Modification of Conditions 3 and 10 of the original Rezoning Letter dated February 4, 2021

Tax Parcel #: 15048 00034

Total Acreage: Approximately 40.85 acres

Proposed Density: 2.7 lots per acre (100 lots).

This Letter of Intent and Narrative is being submitted, as referenced above, for the purposes of modifying conditions 3 and 10 (see attached 2.4.21 letter from Hall County Board of Commissioners listing the approval of the rezoning with 10 enumerated conditions). The request before the Board of Commissioners is to approve the modifications to these two conditions, the matter which has been negotiated between developer's counsel and counsel representing Hall County. (Attachment 2 enumerates the new conditions, as approved by both parties).

There are no other modifications to the intended development. As noted above, the attached document between Aspen Holding and Hall County will bear out the agreement between the two, subject of course, to Board of Commissioners approval.

Abernathy Engineering Group, the applicant, on behalf of the owner (Leslie Ann Scales), and the contract purchaser/developer (Aspen Holdings Atlanta, LLC) respectfully requests the approval of the modifications requested to conditions 3 and 10 only.

S. Guy Abernathy, PE
Abernathy Engineering Group, LLC

Interpretation of Rezoning Conditions - (County Attorney Agreement Text)

“Attachment 2” to the Letter of Intent for Change in Conditions

5991 Swansey Rd., Flowery Branch, GA

June 17, 2024

Proposed Agreed Upon Conditions

1. The Developer would apply to the County’s Planning and Development Department for a change in zoning as to conditions 3 and 10 from the County’s February 4, 2021 zoning letter with the understanding that no conditions other than 3 and 10 will be amended.
2. Condition 3 will read: “Developer will improve and pave Swansey Road commencing from the southernmost point of its property where the property intersects with the Swansey Road right of way (otherwise identified as the development’s point along the Swansey Road right of way nearest to Friendship Road). The paving of Swansey Road by the developer will continue north from said initial commencement point to a point just north of the northernmost aspect of the front entrance of its development as shown on the zoning plan approved on January 21, 2021, or farther north along Swansey Road if desired by the Developer. All such paving of Swansey Road will be completed prior to the approval of the final plat, shall be consistent with County standards (see Hall County Detail TE-12 attached hereto), and shall include a right turn deceleration lane on Swansey Road into the development.”
3. Condition 10 will read: “Developer will post a bond or letter of credit in the amount of \$300,000.00 in favor of the County from a creditor doing business and with an office in Hall County, Georgia for the design, realignment, and construction of the section of Swansey Road from the point where the asphalt paving currently ends beyond the intersection with Friendship Road (GDOT) to the proposed development’s southern-most property corner along Swansey Road. The bond or letter of credit may be cashed in by the County once the County awards a contract for the design or construction of the road project to pave the above-referenced section of Swansey Road as described herein. The design

and/or construction of the road project shall be initiated no later than seven years from the date of the posting/issuance of the bond or letter of credit, and if design/construction has not been initiated within seven years, the bond or letter of credit shall be released and rendered null.

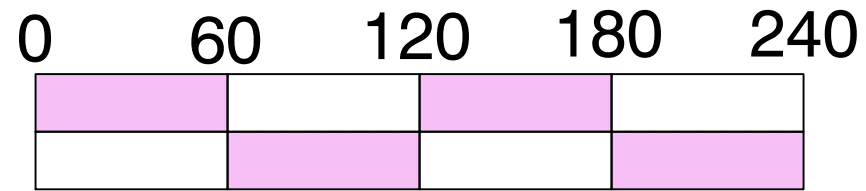
The County shall be responsible for all eminent domain needed to acquire right of way and/or easements to adhere to the County's TE-12 specifications as to paving Swansey Road between the paved section nearest to Friendship Road and the southernmost point of the development along Swansey Road.

Additional Clarifications/Additions to Conditions Sought by Applicant

Condition #10:

Add the following to the end of the first paragraph: Developer shall have the discretion to pave the existing road bed with a tar /gravel treatment mix from the end of existing pavement near Friendship road up to the tie-in to the required Te-12 pavement section which will begin at the southern most portion of the subject Aspen Holding project. This portion of the road (and all of Swansey Road) will be maintained by Hall County.

Add the following to the end of the second paragraph: The County will assist the developer in acquiring right-of-way should legitimate attempts by the developer to negotiate the purchase of right of way and /or slope easements bog down, as this road improvement benefits the overall traveling public.



Scale: 1-inch = 60-ft

Swansey Road
Overlook Park
Pavement
Improvement
Exhibit

Hall County, Georgia
Friendship G.M.D.

Existing
Swansey Road.
(+/- 22-ft / Width
Varies) Gravel
Road Bed

Begin
Pavement
Sta 0+00

IPF
1/2" OTP
N 34°57'41"W
181.37'

IPF
SQUARE ROD

SE R/W Line
(Approximate
Location) 27-ft From
Construction CL

NW R/W Line
(Approximate
Location)
30-ft From
Construction CL

Proposed
Construction
Centerline

Existing CL of
Gravel Road
Bed Centerline

End
Pavement
Sta 7+50

Pavement
Sta 7+00

Pavement
Sta 6+00

Pavement
Sta 5+00

Pavement
Sta 4+00

Pavement
Sta 3+00

Pavement
Sta 1+00

①

②

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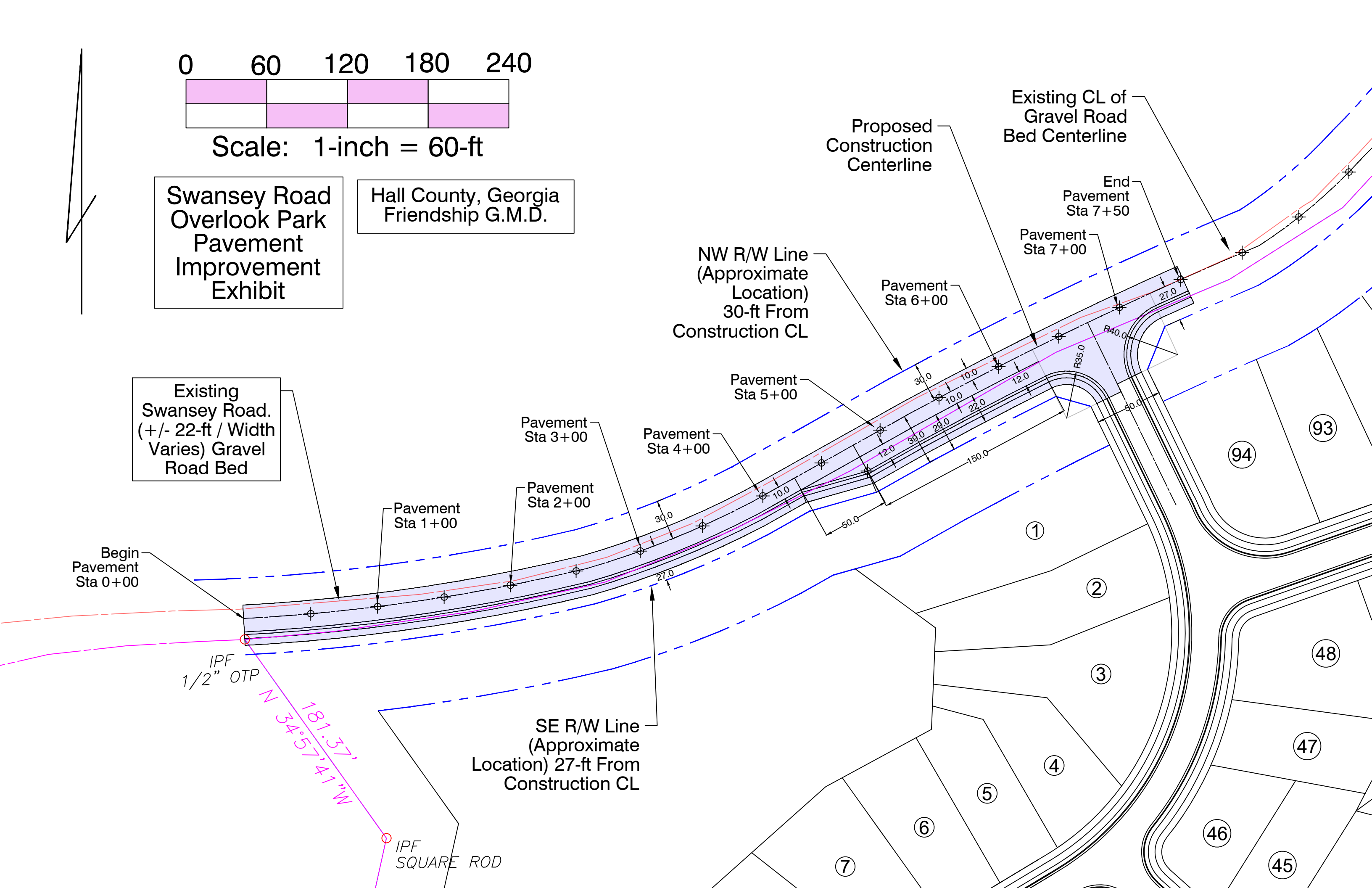
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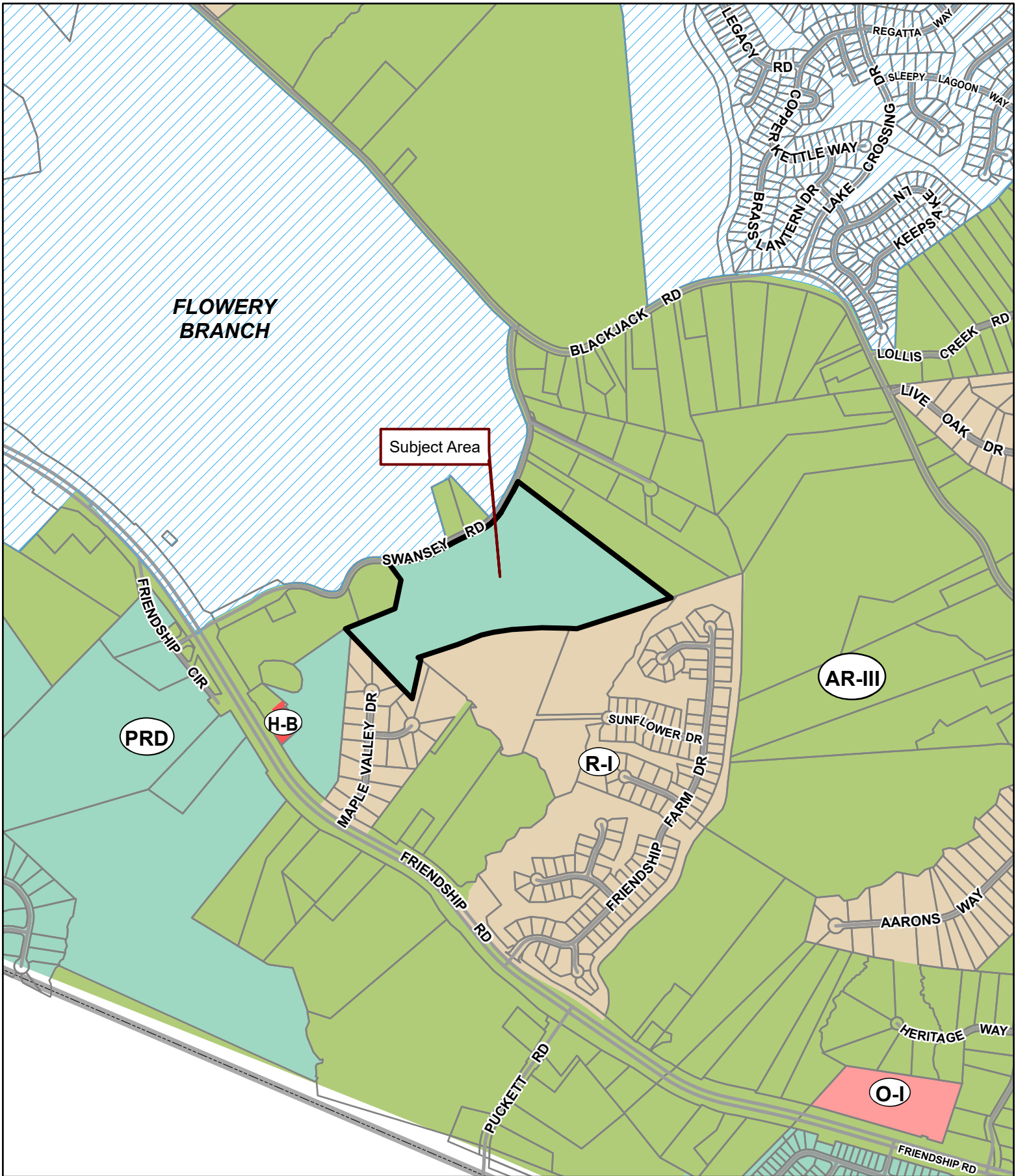
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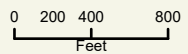
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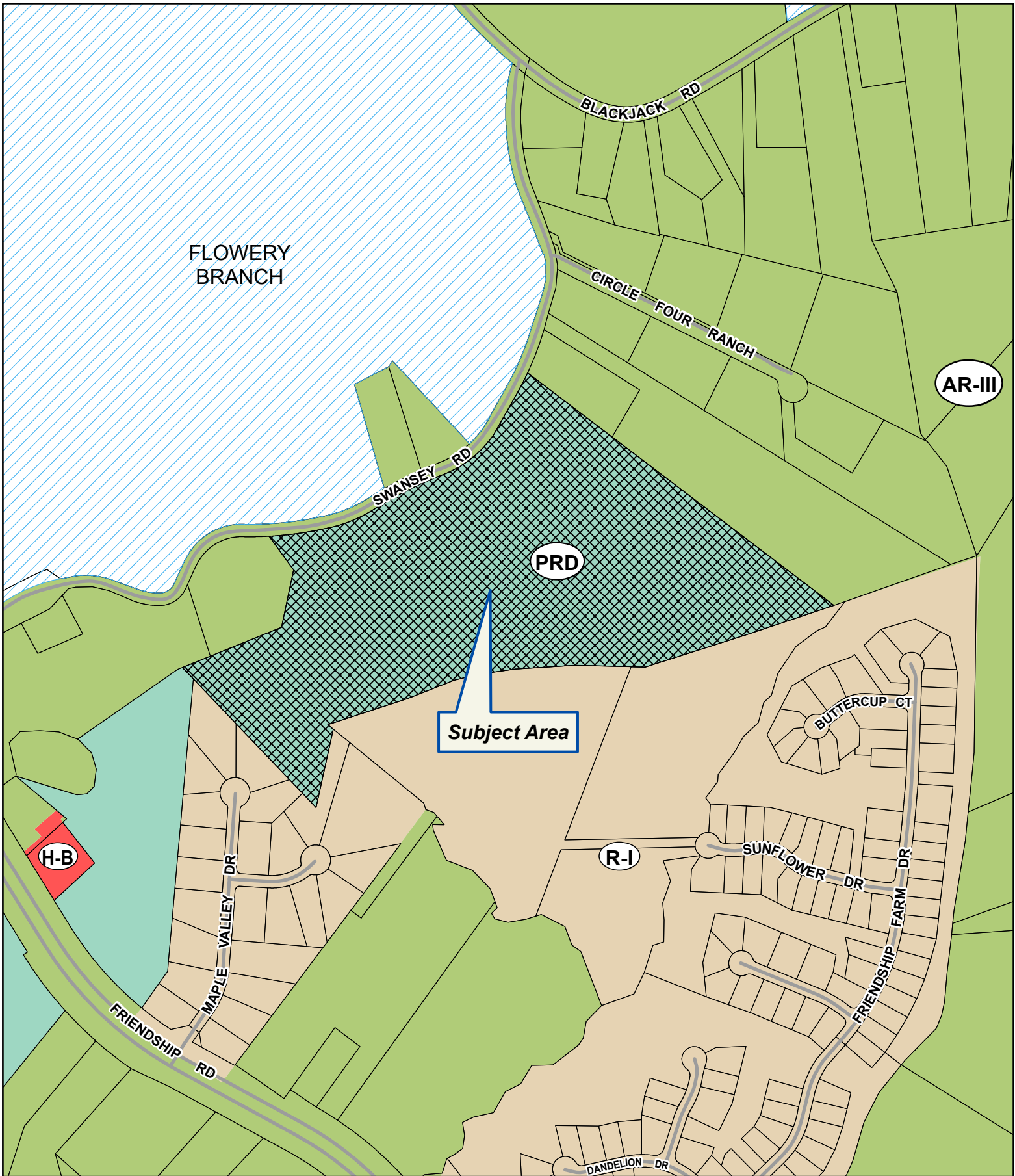




Applicant: ABERNATHY ENGINEERING GROUP
Tax Parcel #: 15048 000034
Location: 5991 SWANSEY ROAD, FLOWERY BRANCH, GA 30542
Commission District 1 **PC Mtg. Date: 08/05/2024**



- Zoning Boundary
 - ▨ City Limits
 - ▭ Subject Area
 - Structure
- N
↑



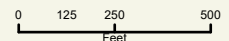
Applicant: ABERNATHY ENGINEERING GROUP

Tax Parcel #: 15048 000034

Location: 5991 SWANSEY ROAD, FLOWERY BRANCH, GA 30542

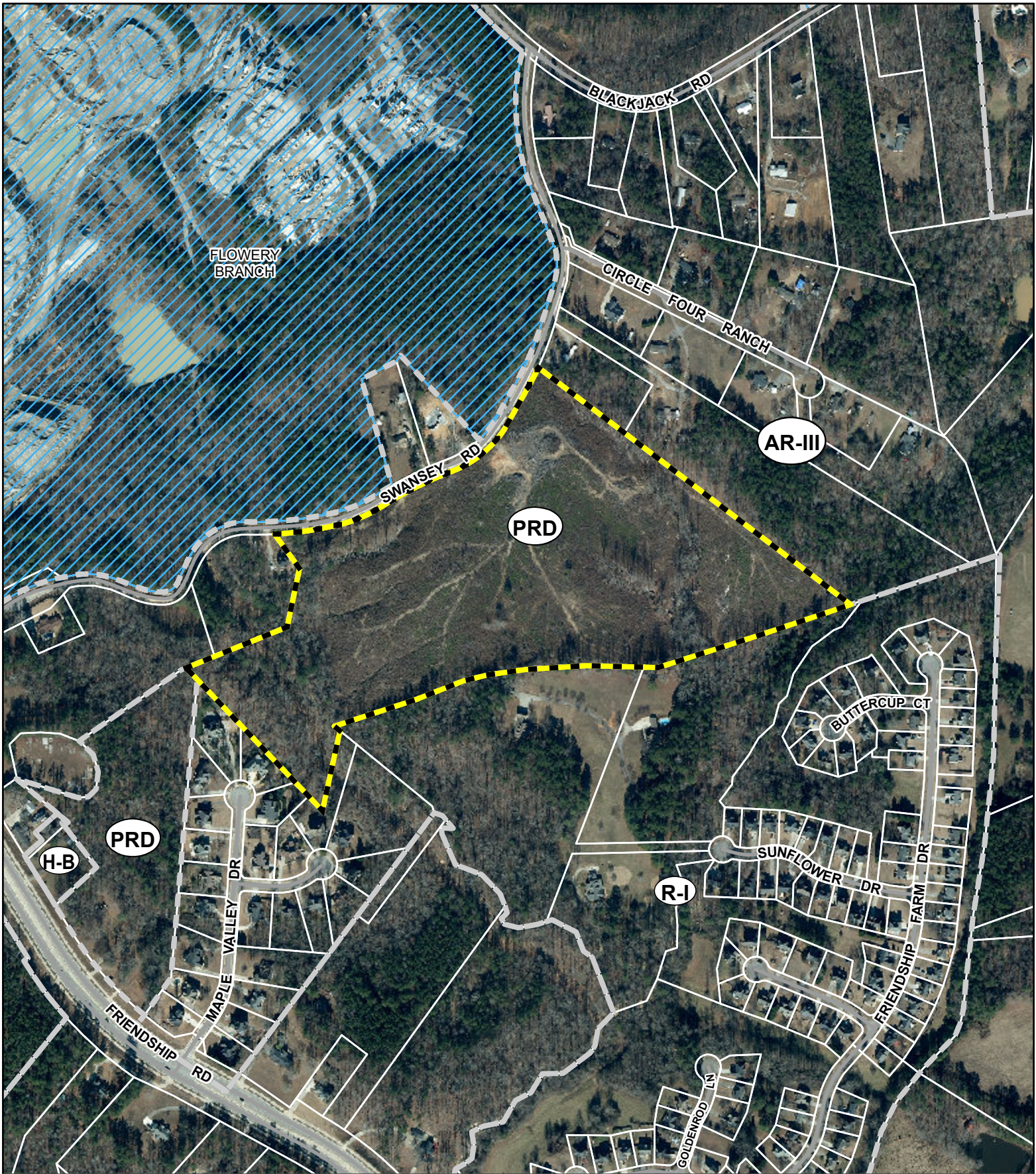
Commission District 1

PC Mtg. Date: 08/05/2024



- Zoning Boundary
- ▨ City Limits
- ▩ Subject Area
- ▭ Structure





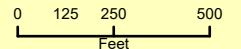
Applicant: ABERNATHY ENGINEERING GROUP




Tax Parcel #: 15048 000034

Location: 5991 SWANSEY ROAD, FLOWERY BRANCH, GA 30542

Commission District 1

PC Mtg. Date: 08/05/2024



-  Zoning Boundary
-  City Limits
-  Subject Area





Hall County Government

BOARD OF COMMISSIONERS

POST OFFICE DRAWER 1435
GAINESVILLE, GEORGIA 30503

t: 770.535.8288 | f: 770.531.3972

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Zachary T. Propes

COMMISSION CLERK
Lisa A. Ritchie

February 4, 2021

Aspen Holdings Atlanta, LLC
2430 Flint Creek Drive
Cumming, GA 30041

Re: Application to Rezone

To Whom It May Concern:

Please be advised that in a Special Called Meeting on January 27, 2021, the Hall County Board of Commissioners voted to approve the following item with the listed conditions:

- Application of Aspen Holdings Atlanta, LLC to rezone from Agricultural Residential (AR-III) to Planned Residential Development (PRD) on a 40.85± acre tract located on the south side of Swansey Road approximately 479 feet from its intersection with Circle Four Ranch; a.k.a. 5991 Swansey Road; Zoned AR-III; Tax Parcel 15048 000034. Proposed Use: 100 lot subdivision. Commission District 1.

Conditions:

1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval. ~~No variances from \$17.180 are granted as part of this request and any deviation found within the narrative or site plan is not approved.~~
2. Development shall not exceed 100 residential units or a density 2.7 units per acre.
3. Swansey Road shall be improved at the developer's expense to match the existing conditions of that improved area near the intersection of Friendship Road to the entrance of the subdivision.
4. Subdivision lots must access internal roadways only and direct lot access to Swansey Road shall be prohibited.
5. All conditions of zoning shall be made a part of any plat of the property.

Hall County Government

BOARD OF COMMISSIONERS

6. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded for 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."
7. The following statement regarding the potential impacts of industrial operations in the area shall be made part of any plat recorded for the property: "Owners and users of this property are informed of industrial uses nearby and should expect noise, odors, and other effects associated with such industrial properties."
8. The final plat shall not be approved prior to the property having access to Hall County sewer.
9. A vegetative buffer on Swansey roadway which would include the backs of lots 64, 65, 66, 67, and lots 1, 2, 3 and 4 will be provided
10. The applicant shall work with reasonable diligence to obtain the necessary right-of-way from the adjoining property owners. The applicant shall construct the road within the existing right-of-way.

Please contact me if you have questions or if you require any additional information concerning this action of the Board.

Sincerely,



Lisa A. Ritchie
Hall County Commission Clerk

cc: Sarah McQuade, Director of Planning & Development

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Friday, June 28, 2024 10:26 AM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 8.5.24

Please find Environmental Health comments below:

Item 1, 0/3454 Gillsville Hwy, Chowdhury: 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.

Item 2A,B,C, 1954 Mountain View Road, Matheny: Must meet all residential permitting requirements.

Item 3A,B, 3193 Wallace Road, Del Toro: Must meet all residential permitting requirements.

Item 4A,B,C, 5248 Byers Road, Villeda: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 5, 3117 Athens Hwy, Agile Cold Storage: No comment.

Item 6, 5820 McEver Road, Nabeel: If public sewer not available, development must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Wastewater treatment and disposal may be required to be permitted through EPD. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan.

Item 7, 2052 Spring Road, Ruelas: No comment. Public sewer.

Item 8A,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.

Item 9, 4518/4520 Cagle Road, Rochester: If public sewer not available, development must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review.

Item 10, 5991 Swansey Road, Abernathy: No comment. Public sewer

Emily McGahee
Hall County Environmental Health
Hall County Government Center

2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Wednesday, July 3, 2024 1:56 PM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Planning Agenda for August 5, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See responses in red, below.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, June 27, 2024 10:48 AM
Subject: Tentative Planning Agenda for August 5, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning –

Here is the Tentative Agenda and Maps for the **Monday, August 5, 2024** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday, July 5th**. Email comments to Beth (bgarmon@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – July 15, 2024

OLD BUSINESS

1. [0 & 3454 Gillsville Highway | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 30.78± acre tract located on the south side of Gillsville Highway \(GA-323\), approximately 370 feet from its intersection with East Hall Road | Zoned AR-IV; Tax Parcels 15016 000158A & 000028C | Proposed Use: 20-lot residential subdivision | ** Commission District 3 | Sabina Chowdhury, applicant](#) Access on SR 323 will require GDOT coordination.

NEW BUSINESS

2. [\(A\) 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 Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#) No GDOT coordination required

- (B) 1954 Mountain View Road | Variance | 17.240.010.** to reduce the front yard setback along Mountain View Road | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | **Proposed Use: Single-family residence** | * Commission District 4 | **Randy L. Matheny, applicant** **No GDOT coordination required**
- (C) 1954 Mountain View Road | Variance | 17.240.010.** to reduce the rear yard setback | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | **Proposed Use: Single-family residence** | * Commission District 4 | **Randy L. Matheny, applicant** **No GDOT coordination required**
3. **(A) 3193 Wallace Road | Variance | 17.240.010.** to reduce the front yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | **Proposed Use: Single-family residence** | * Commission District 3 | **Julia Del Toro, applicant**
(B) 3193 Wallace Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | **Proposed Use: Single-family residence** | * Commission District 3 | **Julia Del Toro, applicant** **No GDOT coordination required**
4. **(A) 5248 Byers Road | Variance | 17.240.010.** to reduce the right side yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Detached garage** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
(B) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Detached garage** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
(C) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Single-family residence** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
5. **3117 Athens Highway | Variance | 17.420.060.** to allow for additional wall signs | on a 34.52± acre tract located on the north side of Athens Highway (GA-129) at its intersection with Roy Parks Road | Zoned I-I (GCOD); Tax Parcel 15024 000036 | **Purpose: Wall sign** | * Commission District 3 | **Agile Cold Storage c/o John Blan, applicant** **No GDOT coordination required**
6. **5820 McEver Road | Amend Conditions of Zoning** | on a 3.57± acre tract located on the west side of McEver Road at its intersection with Lights Ferry Road | Zoned H-B, Tax Parcel 08119 000003 | **Proposed Use: Gas station and convenience store** | ** Commission District 2 | **Nabeel Group of Companies, Inc, applicant** **No GDOT coordination required**
7. **2052 Spring Road | Reestablishment of a Nonconforming Use** | on a 0.19± acre tract located on the north side of Spring Road, approximately 237 feet from its intersection with Skelton Road | Zoned H-B, Tax Parcel 00122 002010 | **Proposed Use: Single-family residence** | ** Commission District 4 | **Ashley Xitlaly Ruelas, applicant** **No GDOT coordination required**
8. **(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 side 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**
(B) 5181 Dudley Hill Road | Use Subject to County Commission Approval | 17.70.040 for a subdivision | on a 47.61± acre tract located on the west side 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**
(C) 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 side 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**

9. [\(A\) 4518 & 4520 Cagle Road | Rezone | from Agricultural Residential III \(AR-III\) to Light Industrial \(I-I\) & Gateway Corridors Overlay District \(GCOD\) | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Permitted uses in light industrial zoning district | ** Commission District 3 | Rochester|DCCM, applicant](#) Access on SR 365 will require GDOT coordination.
10. [\(B\) 4518 & 4520 Cagle Road | Use Subject to County Commission | 17.420.050 for outdoor storage within GCOD | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Outdoor storage | ** Commission District 3 | Rochester|DCCM, applicant](#) Access on SR 365 will require GDOT coordination.

[5991 Swansey Road | Amend Conditions of Zoning | on a 38.45 ± acre tract located on the south side of Swansey Road approximately 476 feet from its intersection with Circle Four Ranch | Zoned PRD, Tax Parcel 15048 000034 | Proposed Use: 100-lot subdivision | ** Commission District 1 | Abernathy Engineering Group, applicant](#) No GDOT coordination required

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, September 12, 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, September 12, 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.

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Wednesday, July 3, 2024 8:31 AM
To: Anael Dominguez (CDI: Planning)
Cc: Beth Garmon (CDI: Planning); Michael Vieira (Fire Services); Bryan Cash (Fire Services); Jerry Smith (Fire Services)
Subject: Fire Comments

Monday, August 5, 2024 Hall County Planning Commission Meeting.

1. [5991 Swansey Road | Amend Conditions of Zoning | on a 38.45 ± acre tract located on the south side of Swansey Road approximately 476 feet from its intersection with Circle Four Ranch | Zoned PRD, Tax Parcel 15048 000034 | Proposed Use: 100-lot subdivision | ** Commission District 1 | Abernathy Engineering Group, applicant](#)

Hall County Fire Comments:

- 1) Water service provider not identified in the project narrative.
- 2) How will water be distributed to the development ? Currently there is no water on Swansey Road.
- 3) Will the installation of public water occur during the Swansey road improvements ?
- 4) Development will require fire hydrants as required by Fire Code.
- 5) The Hall County Fire Marshal's Office considers the plan conceptual in nature, and if approved may require modifications during the development review process.
- 6) According to GIS property currently has a parcel warning tag.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org





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: July 5, 2024

t: 770.531.6800 | f: 770.531.3945

Subject: August 5, 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 August 5, 2024 meeting. Upon review, we provide the following comments.

OLD BUSINESS

1. [0 & 3454 Gillsville Highway | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 30.78± acre tract located on the south side of Gillsville Highway \(GA-323\), approximately 370 feet from its intersection with East Hall Road | Zoned AR-IV; Tax Parcels 15016 000158A & 000028C | Proposed Use: 20-lot residential subdivision | ** Commission District 3 | Sabina Chowdhury, applicant](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.
 - b. **Traffic:** GA DOT driveway permit required
 - c. **Utilities:** NO sanitary sewer in area.

NEW BUSINESS

2. [\(A\) 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 Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#)
[\(B\) 1954 Mountain View Road | Variance | 17.240.010. to reduce the front yard setback along Mountain View Road | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#)
[\(C\) 1954 Mountain View Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | 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.
3. [\(A\) 3193 Wallace Road | Variance | 17.240.010. to reduce the front yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | Proposed Use: Single-family residence | * Commission District 3 | Julia Del Toro, applicant](#)
[\(B\) 3193 Wallace Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | Proposed Use: Single-family residence | * Commission District 3 | Julia Del Toro, applicant](#)
- a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.
4. [\(A\) 5248 Byers Road | Variance | 17.240.010. to reduce the right side yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | Proposed Use: Detached garage | * Commission District 2 | Hector J & Teresa Villeda, applicant](#)
[\(B\) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | Proposed Use: Detached garage | * Commission District 2 | Hector J & Teresa Villeda, applicant](#)
[\(C\) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | Proposed Use: Single-family residence | * Commission District 2 | Hector J & Teresa Villeda, applicant](#)
- a. **Engineering:** Drainage easement may be changed, but must enter and exit in the place as the final plat PB:40 PG:242.
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.
5. [3117 Athens Highway | Variance | 17.420.060. to allow for additional wall signs | on a 34.52± acre tract located on the north side of Athens Highway \(GA-129\) at its intersection with Roy Parks Road | Zoned I-I \(GCOD\); Tax Parcel 15024 000036 | Purpose: Wall sign | * Commission District 3 | Agile Cold Storage c/o John Blan, applicant](#)
- a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.

6. [5820 McEver Road | Amend Conditions of Zoning | on a 3.57± acre tract located on the west side of McEver Road at its intersection with Lights Ferry Road | Zoned H-B, Tax Parcel 08119 000003 | Proposed Use: Gas station and convenience store | ** Commission District 2 | Nabeel Group of Companies, 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.
 - b. **Traffic:** Driveway to be reviewed during plan review
 - c. **Utilities:** No Hall County sewer in area.

7. [2052 Spring Road | Reestablishment of a Nonconforming Use | on a 0.19± acre tract located on the north side of Spring Road, approximately 237 feet from its intersection with Skelton Road | Zoned H-B, Tax Parcel 00122 002010 | Proposed Use: Single-family residence | ** Commission District 4 | Ashley Xitlaly Ruelas, applicant](#)
 - a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.

8. [\(A\) 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 side 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:** Show stream buffer and impervious setback from wooded vegetation not centerline of stream.
As this subdivision is greater than 6 lots on an existing road a stormwater management report prepared by a professional engineer will be required. Show FEMA and Hall County studied Flood plains that are present on site.
 - b. **Traffic:** Provide sight distance for each drive
Common access drive will need to meet County standards and go through the development review process.
 - c. **Utilities:** No comment.

9. [\(A\) 4518 & 4520 Cagle Road | Rezone | from Agricultural Residential III \(AR-III\) to Light Industrial \(I-I\) & Gateway Corridors Overlay District \(GCOD\) | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Permitted uses in light industrial zoning district | ** Commission District 3 | Rochester|DCCM, applicant](#)
[\(B\) 4518 & 4520 Cagle Road | Use Subject to County Commission | 17.420.050 for outdoor storage within GCOD | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Outdoor storage | ** Commission District 3 | Rochester|DCCM, applicant](#)

- a. **Engineering:** Show stream buffer and impervious setback from wretched vegetation not centerline of stream
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
- b. **Traffic:** GA DOT permit required
- c. **Utilities:** Sanitary sewer on SR 365

10. [5991 Swansey Road | Amend Conditions of Zoning | on a 38.45 ± acre tract located on the south side of Swansey Road approximately 476 feet from its intersection with Circle Four Ranch | Zoned PRD, Tax Parcel 15048 000034 | Proposed Use: 100-lot subdivision | ** Commission District 1 | Abernathy Engineering Group, applicant](#)

- a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
Show stream buffer and impervious setback from wretched vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.
- b. **Traffic:** Needs to be reviewed by legal
- c. **Utilities:** No comment.

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: **ABERNATHY ENGINEERING GROUP**

REQUEST: **AMEND CONDITIONS OF PRD ZONING FOR 100-LOT RESIDENTIAL DEVELOPMENT**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: AUG 05, 2024

Time: 5:15 PM

COUNTY COMMISSION

Date: SEPT 10, 2024

Time: 6:00 PM

&

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Jul 12, 2024 11:57:40
5970 Swansey Road
Flowery Branch
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: **ABERNATHY ENGINEERING GROUP**

REQUEST: **AMEND CONDITIONS OF PRD ZONING FOR
100-LOT RESIDENTIAL DEVELOPMENT**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

COUNTY COMMISSION

Date: **AUG 05, 2024**

Date: **SEPT 10, 2024**

Time: **5:15 PM**

Time: **6:00 PM**

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Jul 12, 2024 11:56:00
6000 Swansey Road
Flowery Branch
Hall County
Georgia



AGENDA ITEM

Planning & Zoning

REPORT TO: Work Session (09/09/24)

REPORT TO: Voting Meeting (09/10/24)

ITEM NO: 477/2024

SUBJECT: **0 & 3454 Gillsville Highway | Rezone** | from Agricultural Residential IV (AR-IV) to Planned Residential Development (PRD) | on a combined 30.78± acre tract located on the south side of Gillsville Highway (GA-323), approximately 370 feet from its intersection with East Hall Road | Zoned AR-IV; Tax Parcels 15016 000158A & 000028C | **Proposed Use: 20-lot residential subdivision** | Commission District 3 | **Sabina Chowdhury, applicant**

Meetings:

Work Session Date: 09/09/24

Voting Meeting Date: 09/10/24

Executive Summary:

Presenter: BG
Recommendation:

Approval, with conditions:

1. The property shall be developed in accordance with the site plan dated June 7, 2024, and as described in the project narrative dated May 15, 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 no more than 20 single-family lots.
3. The minimum heated floor area (HFA) shall be 2,400 square feet for all residential units.
4. Each lot within the development shall be served by individual on-site septic systems. Each lot must follow Environmental Health regulations.
5. There shall be a mandatory Homeowners' Association (HOA).
6. All designated open space within the development shall be commonly held, and not held by any individual homeowner(s).
7. All interior roads shall be designed and constructed to Hall County standards. Coordination and approval from Hall County Engineering shall be required. The developer shall be responsible for all costs associated with improvements necessary for access to the development and the entrance from Gillsville Highway. The entrance shall be designed and constructed according to Georgia Department of Transportation (GDOT) standards and requirements.
8. All stream buffers must be fully within Homeowners' Association common space and shall not encroach onto any individual residential building lot.
9. No variances or development exceptions are granted as part of this request unless explicitly listed herein. The development shall be compliant with the Official Code of Hall County.
10. 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."
11. All conditions of zoning shall be made a part of any plats or development plans created for the subdivision.

Purpose of Request:

0 & 3454 Gillsville Highway | Rezone | from Agricultural Residential IV (AR-IV) to Planned Residential Development (PRD) | on a combined 30.78± acre tract located on the south side of Gillsville Highway (GA-323), approximately 370 feet from its intersection with East Hall Road | Zoned AR-IV; Tax Parcels 15016 000158A & 000028C | **Proposed Use: 20-lot residential subdivision** | Commission District 3 | **Sabina Chowdhury, 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 Combined Site Plans
Maps
Renderings
Legal Description
Environmental Health Comments
GDOT Comments
Public Works Comments
Public Comments
Notice Sign Photo



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 26, 2024

Subject: **0 & 3454 Gillsville Highway | Rezone** | from Agricultural Residential IV (AR-IV) to Planned Residential Development (PRD) | on a combined 30.78± acre tract | **Proposed Use: 20-lot residential subdivision | Sabina Chowdhury, applicant**

The request before you is the request of Sabina Chowdhury to rezone from Agricultural Residential IV (AR-IV) to Planned Residential Development (PRD) to allow a 20-lot residential subdivision. This item is located within Commission District 3.

At their August 5, 2024 meeting, the Hall County Planning Commission voted to recommend approval with eleven (11) conditions **(3-1, Pilcher opposed and Varner absent).**

Staff recommendation: **Approval**, with conditions, as the proposed use is consistent with the “Rural” future land use classification in the Comprehensive Plan.

Public Comment:

- June 3, 2024 HCPC: **Twelve (12) comments** were submitted in advance of the meeting and **six (6) people spoke in opposition** during the public hearing
- August 8, 2024 HCPC: **Two (2) comments** were submitted in advance of the meeting and **three (3) people spoke in opposition** during the public hearing.

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan dated June 7, 2024, and as described in the project narrative dated May 15, 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 no more than 20 single-family lots.
3. The minimum heated floor area (HFA) shall be 2,400 square feet for all residential units.
4. Each lot within the development shall be served by individual on-site septic systems. Each lot must follow Environmental Health regulations.
5. There shall be a mandatory Homeowners' Association (HOA).
6. All designated open space within the development shall be commonly held, and not held by any individual homeowner(s).
7. All interior roads shall be designed and constructed to Hall County standards. Coordination and approval from Hall County Engineering shall be required. The developer shall be responsible for all costs associated with improvements necessary for access to the development and the entrance from Gillsville Highway. The entrance shall be designed and constructed according to Georgia Department of Transportation (GDOT) standards and requirements.
8. All stream buffers must be fully within Homeowners' Association common space and shall not encroach onto any individual residential building lot.
9. No variances or development exceptions are granted as part of this request unless explicitly listed herein. The development shall be compliant with the Official Code of Hall County.
10. 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.”
11. All conditions of zoning shall be made a part of any plats or development plans created for the subdivision.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Sabina Chowdhury

Request Rezone | from Agricultural Residential-IV (AR-IV, 17.120) to Planned Residential Development (PRD, 17.180.060)

Proposed Use 20-lot residential subdivision

Size 30.78± acres

Zoning Current: Agricultural Residential-IV (AR-IV, 17.120) | Proposed: Planned Residential Development (PRD, 17.180.060)

Location **0 & 3454 Gillsville Highway** | Tax parcels 15016 000158A & 000028C

Commission District Three

Planning Commission Date Tabled from June 28, 2024 to August 5, 2024

Staff Recommendation **Approval**, with conditions, as the proposed use is consistent with the “Rural” future land use classification in the Comprehensive Plan.

Record Number HZON24-0011

Planning Commission Recommendation..... **Approval, with conditions**

Vote: 3-1 (Pilcher opposed and Varner absent)

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan dated June 7, 2024, and as described in the project narrative dated May 15, 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 no more than 20 single-family lots.
3. The minimum heated floor area (HFA) shall be 2,400 square feet for all residential units.
4. Each lot within the development shall be served by individual on-site septic systems. Each lot must follow Environmental Health regulations.
5. There shall be a mandatory Homeowners’ Association (HOA).

6. All designated open space within the development shall be commonly held, and not held by any individual homeowner(s).
7. All interior roads shall be designed and constructed to Hall County standards. Coordination and approval from Hall County Engineering shall be required. The developer shall be responsible for all costs associated with improvements necessary for access to the development and the entrance from Gillsville Highway. The entrance shall be designed and constructed according to Georgia Department of Transportation (GDOT) standards and requirements.
8. All stream buffers must be fully within Homeowners' Association common space and shall not encroach onto any individual residential building lot.
9. No variances or development exceptions are granted as part of this request unless explicitly listed herein. The development shall be compliant with the Official Code of Hall County.
10. 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."
11. All conditions of zoning shall be made a part of any plats or development plans created for the subdivision.

Excerpts from the minutes of the August 5, 2024 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Steve Gilliam, 640 Jesse Jewell Parkway, Gainesville, presented the request. The applicant stated that traffic recommendations are to install a 200-foot deceleration lane or a 100-foot passing lane. The applicant stated that if the development is reduced from 20 lots to 18 lots, there is a chance that the passing lane may not be required by GDOT; therefore, they are requesting an amendment in the recommended condition. He requested that the condition be less specific and changed to state "The entrance shall be designed and constructed to GDOT standards and requirements" so that if they propose a reduction in lots from 20 to 18, they will only have to make the improvements required by GDOT.

Public Forum:

Doug Stephens, 4124 Campground Road, Gillsville, spoke in opposition. Concerns were the design of the East Hall Road intersection, traffic, and safety.

Lynn Marrietta, 3941 Gillsville Highway, Gillsville, spoke in opposition. Concerns were line of sight, the road curve that leads into a hill creating high speeds, and safety.

Anna Hewell, 3396 Gillsville Highway, Gainesville, spoke in opposition. Concerns were increased traffic, traffic safety, and septic tank impact on wells.

Rebuttal

The applicant stated that the GDOT requirements will be followed and that the septic tanks will be installed based on EPD standards and requirements.

Planning Commission Comments:

Mr. Hunt stated that the road will have to follow GDOT since it is a state road. Mr. Hunt questioned the speed limit on the road. The applicant stated that he has heard 45 and 50 mph but that the recommendation in speed will have to be made by GDOT. Mr. Hunt questioned whether there is a 500 foot line of sight with the 45 mph speed limit. The applicant confirmed this. Mr. Hunt asked if the left hand turn lane would not be required if the development was reduced from 20 to 18 lot. The applicant stated that it may or may not be required by GDOT if there are only 18 lots. Mr. Hunt clarified if the applicant was requesting 20 or 18 lots. The applicant stated that they are still requesting 20 lots, but it could be reduced to 18 lots and GDOT may not require the left hand turn lane. Mr. Hunt stated that with the line of sight being addressed he is comfortable approving the request.

Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Mr. Sosebee.

Vote: 3-1 (Pilcher opposed and Varner absent)

Conditions:

1. The property shall be developed in accordance with the site plan dated June 7, 2024, and as described in the project narrative dated May 15, 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 no more than 20 single-family lots.
3. The minimum heated floor area (HFA) shall be 2,400 square feet for all residential units.
4. Each lot within the development shall be served by individual on-site septic systems. Each lot must follow Environmental Health regulations.
5. There shall be a mandatory Homeowners' Association (HOA).
6. All designated open space within the development shall be commonly held, and not held by any individual homeowner(s).
7. All interior roads shall be designed and constructed to Hall County standards. Coordination and approval from Hall County Engineering shall be required. The developer shall be responsible for all costs associated with improvements necessary for access to the development and the entrance from Gillsville Highway. The entrance shall be designed and constructed according to Georgia Department of Transportation (GDOT) standards and requirements.
8. All stream buffers must be fully within Homeowners' Association common space and shall not encroach onto any individual residential building lot.
9. No variances or development exceptions are granted as part of this request unless explicitly listed herein. The development shall be compliant with the Official Code of Hall County.

10. 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.”
11. All conditions of zoning shall be made a part of any plats or development plans created for the subdivision.

Excerpts from the minutes of the June 3, 2024 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Tyler Smith, 340 Jesse Jewell Parkway, Gainesville, presented the request. The applicant discussed the proposed lots as shown on the site plan and further described the development proposal as detailed in the narrative including minimum heated floor area, building materials, open space, amenities, and signage. The applicant stated that the variance they are requesting is for the garage doors facing the street to be allowed to be flush to two feet beyond the front façade of the home. The applicant stated that each home would have private septic systems. Further, the applicant stated that there will be a 50 foot landscape buffer surrounding the property, and all stream buffers will be located outside of all individual lots.

Public Forum:

Jacqueline Parks, 3618 Lebanon Church Road, Gillsville, spoke in opposition. Concerns were contamination to private wells and creek from septic systems, heavy traffic, the dangerous turn on East Hall Road, and the proximity of the proposed entrance to a blind curb after Tadmire Elementary.

Sandra Thompson, 3847 Gillsville Highway, Gillsville, spoke in opposition. Concerns were nearby creek contamination from proposed septic tanks, dangerous turn on East Hall Road, and semi-truck traffic.

Doug Stephens, 4124 Campground Drive, Gillsville, spoke in opposition. Concerns were dangerous intersections, safety, lack of road widening, and wildlife displacement.

Anna Hewell, 3396 Gillsville Highway, Gillsville, spoke in opposition. Concerns were safety, dangerous intersections, impact to existing wells, and the impact to the nearby schools.

Jennifer Marlow, 3630 Lebanon Church Road, Gillsville, spoke in opposition. Concerns were contamination of the creek and wells, stormwater runoff causing erosion, the dangerous intersection, and cut-through traffic making the roadway busy and dangerous.

Deborah Stephens, 4124 Campground Drive, Gillsville, spoke in opposition. Concerns were traffic safety.

Rebuttal

The applicant stated that the property will be served by public water and will not require wells. The applicant stated that the traffic concern will be addressed with Hall County Engineering and GDOT to make sure traffic requirements are met. Furthermore, the applicant states that the development only consists of 20 lots and that Staff did not mention any negative impacts to the immediate area in their analysis.

Planning Commission Comments:

Mr. Hunt questioned if the applicant has been in contact with GDOT. The applicant stated they have not. Mr. Braswell addressed receiving written public comments regarding the request over the weekend by Tara Vandiver, Joanne LaCourse, Donald Snare, Anna Hewell, Gregory & Rhett Marlow, Jennifer Marlow, Jack & Virginia Watson, Amy Cruse, and Jacqueline Parks. The commission expressed their concern for safety due to line of sight. Mr. Braswell requested that the applicant consult with GDOT and Hall County Engineering to make sure the entrance will not cause a hazard and will be able to meet site distance requirements.

Motion: A motion to table to August 5, 2024 was made by Mr. Hunt and seconded by Mr. Varner.

Vote: 5-0

Staff Recommended Conditions:

1. The property shall be developed in accordance with the site plan dated May 17, 2024, and as described in the project narrative submitted on May 17, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The development shall be limited to 20 single-family homes.
3. The minimum heated floor area (HFA) shall be 2,400 square feet for all residential units.
4. Each lot within the development shall be served by individual on-site septic systems.
5. There shall be a mandatory Homeowners' Association (HOA).
6. All designated open space within the development shall be commonly held, and not held by any individual homeowner(s).
7. All roads shall be designed and constructed to Hall County standards. Coordination and approval from both GDOT and Hall County Engineering shall be required. The developer shall be responsible for all costs associated with improvements necessary for access to the development.
8. All stream buffers must be fully within Homeowners' Association common space and shall not encroach onto any individual residential building lot.
9. No variances or development exceptions are granted as part of this request unless explicitly listed herein. The development shall be compliant with the Official Code of Hall County.

10. 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.”
11. All conditions of zoning shall be made a part of any plats or development 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.9.B - Architectural Standards

- Semi-flush. Garage doors shall be oriented towards the street. Garage doors shall be positioned between 5 and 20 feet behind the front wall plane of the residence, extending no more than 40 percent of the width of the residence.
 - The applicant proposes garage doors oriented towards the street, with renderings showing the garage doors positioned both flush and a minimum of 2 feet in front of the front wall plane and a maximum garage door width of 47% of the front façade. This does not meet the standard.

Summary Analysis

The applicant is requesting to rezone a combined 30.87± acres zoned Agricultural Residential-IV (AR-IV, 17.120) to Planned Residential Development (PRD, 17.180.060) for the purpose of developing a 20-lot residential subdivision consisting of single-family detached homes. The total density of the development would be 0.65 units per acre. The property is currently vacant and forested.

The applicant has provided floor plans and elevations for the single-family homes with 2-car and 3-car garage options. The proposed residences will feature a combination of masonry, fiber cement siding materials, and shake siding, with changes in color and building materials on all facades. The submitted site plan states that the proposed residences will be minimum of 2,400 square feet.

The applicant has included a variance request for semi-flush garage placement, with the garage doors placement ranging from a minimum of 2 feet behind the front wall plane to a maximum of 8 feet in front of the front wall plane of the residence. The application also includes a variance request for garage widths measuring no more than 47 percent of the width of residence.

Per the applicant’s narrative and the submitted site plan, the development will provide a total of 11.02 acres of open space, which will include stream buffers, planted and undisturbed exterior buffers, undisturbed areas, access/utility easements, and wetlands. All stream buffers are located outside individual lots.

Per the submitted site plan, the development will be served by one access point, along Gillsville Highway (SR-323), with a proposed internal road consisting of a 50 foot right-of-way. The project narrative states that the subdivision will have one entry monument sign.

The development standards for the project are described in the table below and are compared with the PRD requirements, (17.180.060):

Standard	PRD Requirement (17.180.060)	Proposed Development
Site Area	5 acre minimum	30.87± acres
Number of Units	–	20 detached single-family residences
Density	2 units per acre maximum	0.65 units per acre
Min. Lot Area	8,000 sq. ft.	26,015 sq. ft.
Max. Building Height	–	35 feet
Min. Open Space	30%	45.8%
Exterior Buffer	50 feet	50-foot planted buffer along a majority of the perimeter 50-foot undisturbed buffer along the stream buffers
Front Setback (Internal)	25 feet	25 feet
Side Setback (Internal)	5 feet	5 feet
Rear Setback (Internal)	20 feet	20 feet
Parking	2 spaces for each dwelling unit single family (17.250.020)	Minimum 2 spaces for each dwelling unit
Min. Heated Floor Space	–	2,400 square feet
Garage – % of front façade	40% when recessed a minimum of 5 to 20 feet behind front wall plan of residence	47% of the width of residence, recessed a minimum of 2 feet behind and a maximum of 8 feet in front of the front wall plan of residence *
Minimum Sidewalk Width	5 feet	5 feet
Cluster Mailbox Unit (CBU)	CBU with 3 short-term parking spaces	CBU with 4 short-term parking spaces
Note: Items marked with an asterisk (*) do not conform to 17.180.060.		

Per the submitted narrative, the lots will be served by individual septic systems and water service will be provided by the City of Gainesville. The availability of the water service was confirmed in a letter from the City of Gainesville Water Resources Department dated March 29, 2024.

Any deficiencies identified as part of the plan will be required to comply with the requirements of the PRD unless specially granted by the board in the conditions of approval.

Based on the future land use plan, staff finds the requested zoning designation *is consistent* with the Hall County Comprehensive Plan future land use designation of Rural. The Rural designation envisions low density single-family residential uses. The development has proposed a density of 0.65 dwelling unit per acre, which is less than the recommended maximum of 0.67 dwellings units per acre when served by individual on-site septic systems.

The Rural land use category is characterized by low-density residential development and neighborhoods. The intent of this land use category is to preserve the existing rural character, including agricultural uses and large-lot residential uses, as well as natural and historic features.

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 is suitable given the context of the surrounding area and the housing needs of the county. The proposed development has an overall density of 0.65 dwelling units per acre. The surrounding area consists of vacant land and low-density residential and agricultural uses.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed subdivision will not adversely affect the existing use or usability of adjacent and nearby property.**
3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **The property appears to have reasonable economic use as currently zoned.**
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; **No, it is not anticipated that the proposed zoning use will result in an excessive or burdensome use of local infrastructure. The proposal includes that the City of Gainesville water will serve the development.**
5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The proposed use is consistent with the Comprehensive Plan and the "Rural" land use designation. The recommended density for this character area is 0.67 units per acre (or one dwelling unit per 1.5 acres). The density of the proposed development 0.65 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 property is currently undeveloped, with no record of past improvements upon the land.**
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions that affect the use and development of the property.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning is a Planned Residential Development (PRD, 17.180.060). Per the Official Code of Hall County, Planned Development Districts (17.180) are to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment. 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 use does not appear to be out of scale with the needs of the County as a whole, as there is a need for additional and varied housing.**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support a moderate-density single-family residential uses based on the Future Land Use Map.**
15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **The request could not be handled alternatively as a variance.**
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process and as a result are subject to local, state, and federal regulations. As a result, there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

A Planned Residential Development (PRD, 17.180.060) allows for more flexibility in the design and development of the property. This provides for a mixture of housing types and encourages maximum use of natural features through proper site planning measures. The development should conform to the existing character and development pattern of the surrounding area.

17.380.050. - Submission requirements 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, and the applicant understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
 - 1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **The proposal provides a narrative outlining the intent of the request; however, the applicant has not prepared a response to each of the criteria listed in 17.380.060.C.**
 - 2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets this requirement.**
- C. For any application for a slow rate land treatment system (see chapter 17.20), the following additional requirements apply. **This standard is not applicable to the applicant's request**
- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **This standard is not applicable to the applicant's request**

Development Support and Constraints

Hall County Environmental Health

In an email dated April 30, 2024, Emily McGahee stated “All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process.”

Hall County Fire Marshal

In an email dated May 1, 2024, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated “The Hall County Fire Marshal’s Office considers the plan conceptual in nature, and if approved may require modifications during the development review process.”

Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated May 2, 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 wretched vegetation not centerline of stream.

Traffic:

GDOT permit required for proposed access on SR323.

Utilities:

No Sewer System.

Georgia Department of Transportation

In an email dated May 2, 2024, Veronica Chavers, D1TO Civil Engineer 3, stated, that GDOT coordination is required for access on Gillsville Highway (SR 323).

PLANNING AND DEVELOPMENT DEPARTMENT
 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
 MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
 t: 770-531-6809 | f: 770-531-3902



ZONING APPLICATION

Applicant (Name & Mailing Address)

Sabina Chowdhury

275 Lily Cove Drive

Loganville, GA 30052

Phone 678-206-6500

Email Address ireen5562@gmail.com

Proposed Use 20 - Lot Subdivision

Property Owner (Name & Mailing Address)

Sabina Chowdhury

275 Lily Cove Drive

Loganville, GA 30052

Phone 678-206-6500

Email Address ireen5562@gmail.com

Contact Person (Name & Mailing Address)

Steven P. Gilliam, Attorney

P.O. Box 1098

Gainesville, GA 30503

Phone 770-536-3381

Email Address sgilliam@sgwmfirm.com

Tax Parcel Number 15016000028C and 15016000158A

Location Address 3454 Gillsville Highway, Gainesville, GA 30507

Status of Applicant

- Owner
- Option to Purchase
- Area Resident
- Other

Acreage 30.87

Requested Action

Existing Zoning: AR-IV

Rezone to: PRD

Fee: \$ 1,500.00

Receipt #: 277410

Check #: 687

I hereby certify that the above information and all attached information are true and correct.

Sign [Signature]

Date: 04-03-24

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

PLANNING AND DEVELOPMENT DEPARTMENT
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MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Sabina Chowdhury

Address 275 Lily Cove Drive
Loganville, GA 30052

Phone Number 678-206-6500

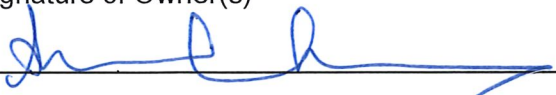
Name of applicant(s) Sabina Chowdhury

Address 275 Lily Cove Drive
Loganville, GA 30052

Phone Number 678-206-6500

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)


Personally appeared before me
Amanda Graham

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.


Notary Public

04-03-2024
Date



PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

- (b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
 - (3) The name and official position of the local government official to whom the campaign contribution was made; and
 - (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____ I have not _____

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature:  Date: 04-03-24

Applicant's/Owner's Name (Printed): Sabina Chowdhury



SMITH GILLIAM WILLIAMS & MILES

Amended Project Narrative for

3454 Gillsville Highway – 30.87 +/- acres Revised 5-15-2024

Website: sgwmfirm.com

Phone: 770.536.3381

Fax: 770.531.1481

Mailing Address: P.O. Box 1098
Gainesville, GA 30503

LOCATION – 3454 Gillsville Highway

Gainesville, GA 30507

ACERAGE – 30.87 +/- acres

APPLICANT- Sabina Chowdhury

Steven P. Gilliam, Attorney

SUMMARY

The accompanying application seeks a rezoning from an existing zoning AR-IV to PRD on Parcel 1501600028C and 15016000158A, for a total of 30.87 acres of undeveloped property located on Gillsville Highway, in east Hall County. The intent is to develop a 20 – lot subdivision. The proposed rezoning will allow a feasible product to be supplied to the area that is consistent with the Hall County Comprehensive Land Use Plan for residential use, and appropriate for Hall County's Planned Residential Development (PRD) district for this location. There will be a mandatory Homeowners Association with a Declaration of Restrictive Covenants.

SITE DESCRIPTION

The overall tract has approximately 80 ft of frontage along Gillsville Highway. Domestic water will be provided by the city of Gainesville. Sanitary sewer will be provided by individual septic systems.

ADJACENCIES

The property abuts AR-IV to the North, East, South, and West.

ACCESS

Access to the property is from Gillsville Highway aka State Route no. 323.

Street Address:

Smith Gilliam Williams & Miles, P.A.
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

In Your Community. In Your Corner.

PROJECT DIMENSIONAL STANDARDS

Parcel Size	30.87 acres
Proposed Number of Lots	20
Proposed Density	0.65 lots per acre
Proposed Open Space	11.02 acres
Streets	Public
Water and Sewer Provider	Gainesville City Water and Individual Septic Systems
Minimum Lot Size	26,015 sq ft.
Front Setback	25 ft
Side Setback	5 ft
Rear Setback	20 ft
Storm Water Management Areas	1
Minimum Lot Width	100 ft
Minimum Home Square Footage	2,400 sq ft
CBU	1 with 4 off-street parking spots
Amenities	Pedestrian bridge and walking trail
Sidewalks- Both Sides of the Street	5 ft

ARCHITECTURAL MATERIALS & SITE IMPROVEMENTS

All facades of all residences shall be finished with a combination of masonry, fiber cement siding materials, and shake siding. The front fascia shall incorporate changes in building material, texture, and/or color. Vinyl siding on all residential buildings shall be prohibited.

Garages shall meet the architectural standards for planned residential developments set forth in section 17.180.060.B.9 by not exceeding 70% of front building width. Architectural elevations and renderings are attached to this application.

ENTRY MONUMENT SIGNAGE

Applicant is requesting permission for an entry monument sign located on the northwest portion of the open space as shown on the Site Plan. The entrance may also include the following structural items: masonry walls, wood or PVC fencing, and illuminated signage in accordance with the Hall County sign ordinance, ornamental sculpture, landscaping, and irrigation.

CLUSTER MAILBOX UNIT (CBU)

The developer shall be responsible for providing CBUs for regular mail service delivery. A CBU is a structure housing multiple mailbox units to serve each residential unit of the development for

the express purpose of regular mail delivery provided by the USPS. Development, maintenance, location, and parking shall be governed by section 17.180.060.B.11 of the Hall County Code. The CBU will be located on Street A shown on the site plan. There will be four off-street parking spaces located at the CBU.

OPEN SPACE

The 75% open space requirement for the PRD standards is satisfied with 11.01 acres of open space as shown on the Site Plan.

BUFFERS AND SETBACKS

Along the perimeter of the individual lots, a 75 ft Impervious Setback, 50 ft Stream Buffer, and a 25 ft State Buffer can be seen on the Site Plan. All stream setback buffers are located outside individual lots.

VARIANCE REQUESTED

Applicant is requesting a variance to allow the garage face to not be recessed behind the front porch or door of the Farmington style home by 5 to 10 ft. The garage will still be set back a minimum of 25' from the right of way. The 2-car garage Farmington style would not exceed 40%; however, the 3-car garage Farmington would constitute 47% of the width of the home. This is estimated to affect one fourth of the proposed lots.

CONCEPTUAL MASTER PLAN

The development of the property shall be controlled by the Conceptual Master Site Plan (the "Site Plan") attached as Exhibit A. The Plan is considered conceptual in nature, and as such may require minor modifications during the engineering and development process. Modifications to the locations and arrangement of lots, roads, amenities, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by applicant, so long as its modifications do not change the land use, increase the overall density of the project, or reduce any established exterior buffers or setbacks.



SMITH GILLIAM WILLIAMS & MILES

Amended Project Narrative for

3454 Gillsville Highway – 30.87 +/- acres

Website: sgwmfirm.com

Phone: 770.536.3381

Fax: 770.531.1481

Mailing Address: P.O. Box 1098
Gainesville, GA 30503

LOCATION – 3454 Gillsville Highway

Gainesville, GA 30507

ACERAGE – 30.87 +/- acres

APPLICANT- Sabina Chowdhury

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SITE DESCRIPTION

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ADJACENCIES

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ACCESS

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Street Address:

Smith Gilliam Williams & Miles, P.A.
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

PROJECT DIMENSIONAL STANDARDS

Parcel Size	30.87 acres
Proposed Number of Lots	20
Proposed Density	0.65 lots per acre
Proposed Open Space	30%
Streets	Public
Water and Sewer Provider	Gainesville City Water and Individual Septic Systems
Minimum Lot Size	26,015 sq ft.
Front Setback	25 ft
Side Setback	5 ft
Rear Setback	20 ft
Storm Water Management Areas	1
Minimum Lot Width	100 ft
Minimum Home Square Footage	2,400 sq ft
CBU	1 with 4 off-street parking spots
Amenities	Pedestrian bridge and walking trail
Sidewalks- Both Sides of the Street	5 ft

ARCHITECTURAL MATERIALS & SITE IMPROVEMENTS

All facades of all residences shall be finished with a combination of masonry, fiber cement siding materials, and shake siding. The front facia shall incorporate changes in building material, texture, and/or color. Vinyl siding on all residential buildings shall be prohibited.

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CLUSTER MAILBOX UNIT (CBU)

The developer shall be responsible for providing CBUs for regular mail service delivery. A CBU is a structure housing multiple mailbox units to serve each residential unit of the development for

the express purpose of regular mail delivery provided by the USPS. Development, maintenance, location, and parking shall be governed by section 17.180.060.B.11 of the Hall County Code. The CBU will be located on Street A shown on the site plan. There will be four off-street parking spaces located at the CBU.

OPEN SPACE

The 75% open space requirement for the PRD standards is satisfied with 11.01 acres of open space as shown on the Site Plan.

BUFFERS AND SETBACKS

Along the perimeter of the individual lots, a 75 ft Impervious Setback, 50 ft Stream Buffer, and a 25 ft State Buffer can be seen on the Site Plan. All stream setback buffers are located outside individual lots.

VARIANCE REQUESTED

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CONCEPTUAL MASTER PLAN

The development of the property shall be controlled by the Conceptual Master Site Plan (the "Site Plan") attached as Exhibit A. The Plan is considered conceptual in nature, and as such may require minor modifications during the engineering and development process. Modifications to the locations and arrangement of lots, roads, amenities, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by applicant, so long as its modifications do not change the land use, increase the overall density of the project, or reduce any established exterior buffers or setbacks.

Project Narrative for
3454 Gillsville Highway – 30.87 +/- acres

LOCATION – 3454 Gillsville Highway

Gainesville, GA 30507

ACERAGE – 30.87 +/- acres

APPLICANT- Sabina Chowdhury

Steven P. Gilliam, Attorney

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Parcel Size	30.87 acres
Proposed Number of Lots	20
Proposed Density	0.65 lots per acre
Proposed Open Space	30%
Streets	Public
Water and Sewer Provider	Gainesville City Water and Individual Septic Systems
Minimum Lot Size	26,015 sq ft.
Front Setback	25 ft
Side Setback	5 ft
Rear Setback	20 ft
Storm Water Management Areas	1
Minimum Lot Width	100 ft
Minimum Home Square Footage	2,400 sq ft
CBU	1 with 4 off-street parking spots
Amenities	Pedestrian bridge and walking trail
Sidewalks- Both Sides of the Street	5 ft

ARCHITECTURAL MATERIALS & SITE IMPROVEMENTS

All facades of all residences shall be finished with a combination of masonry, fiber cement siding materials, and shake siding. The front facia shall incorporate changes in building material, texture, and/or color. Vinyl siding on all residential buildings shall be prohibited.

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the express purpose of regular mail delivery provided by the USPS. Development, maintenance, location, and parking shall be governed by section 17.180.060.B.11 of the Hall County Code. The CBU will be located on Street A shown on the site plan. There will be four off-street parking spaces located at the CBU.

OPEN SPACE

The 75% open space requirement for the PRD standards is satisfied with 11.01 acres of open space as shown on the Site Plan.

BUFFERS AND SETBACKS

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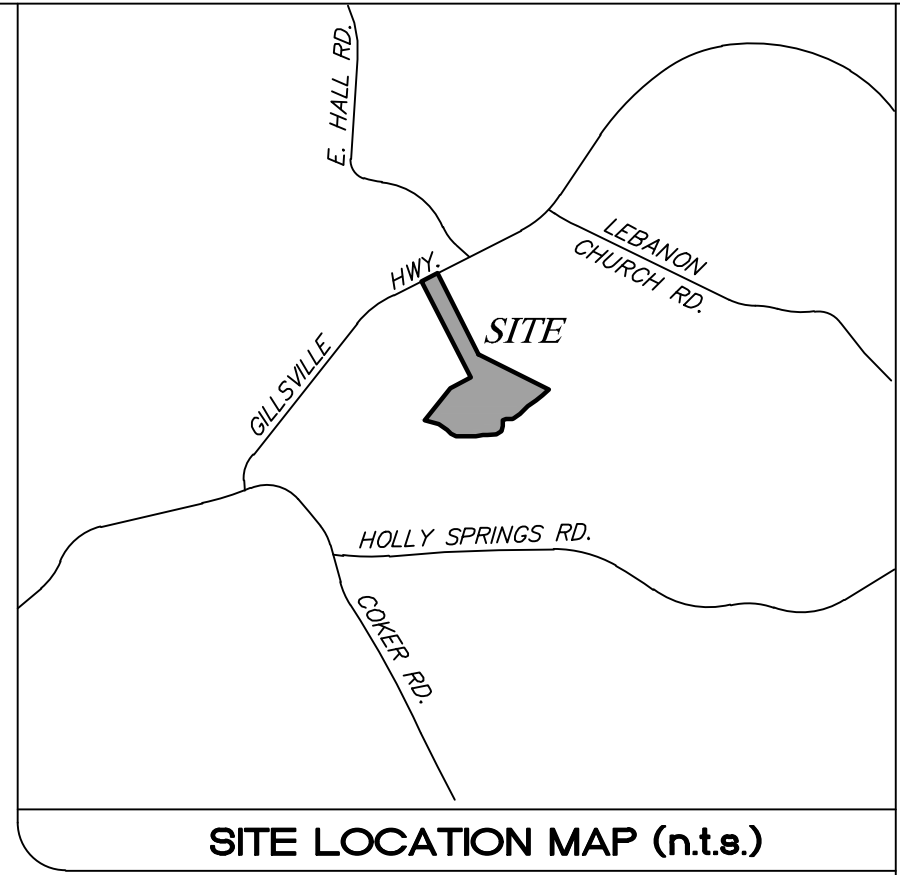
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SIGHT DISTANCE CERTIFICATION GA-323
 I, THE UNDERSIGNED, HEREBY CERTIFY THE SIGHT DISTANCE FOR THE PROJECT IS DESIGNED WITH ADEQUATE DISTANCE. THE REGULATED SPEED LIMIT ON THE APPROACHING THOROUGHFARE IS 45 MPH. THE DESIGNED SIGHT DISTANCE PROVIDES VISIBILITY OF GREATER THAN 500 FT TO THE LEFT & TO THE RIGHT. THE SIGHT DISTANCE SHALL BE MEASURED FROM A POINT OF 15 FEET FROM TRAVEL LANE AT AN EYE LEVEL OF 3.5 FEET AND LOOKING AT AN OBJECT 3.5 FT ABOVE THE CENTERLINE.

Matthew W. Sullins
 SIGNED AND SEALED

6-7-24
 DATE

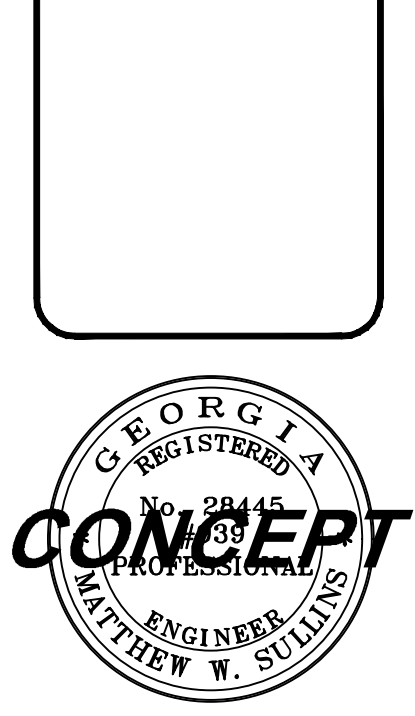


REVISION:	5-15-24	DETACHED SINGLE FAMILY
DATE:	6-7-24	GA DOT SITE DISTANCE

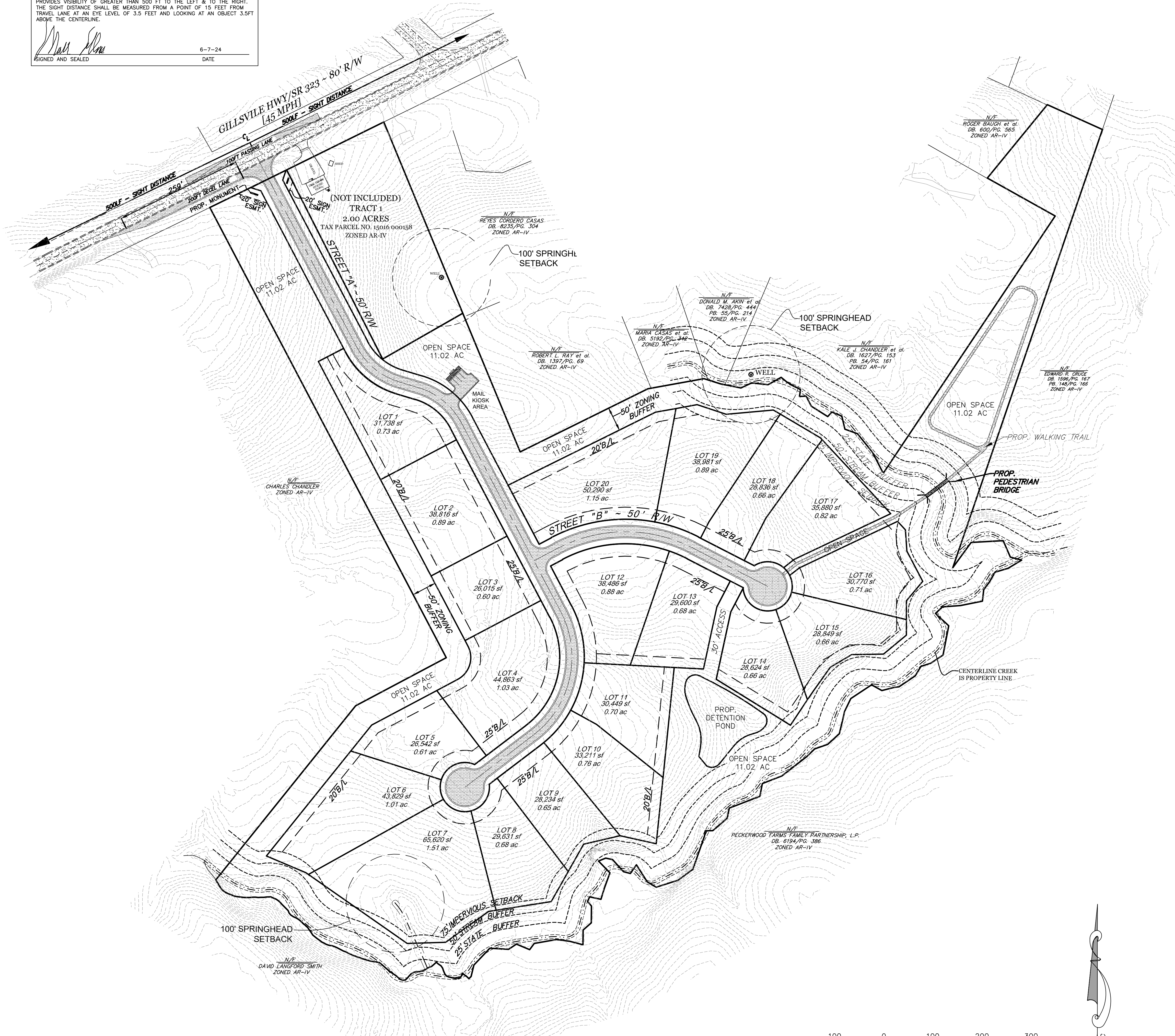
ALL MATERIAL, CONSTRUCTION, AND WORKMANSHIP ON THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE APPROPRIATE LOCAL SPECIFICATIONS AND REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY OWNERS, DETERMINING THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES, INCLUDING ALL THOSE NOT SHOWN ON THE PLANS, PRIOR TO CONSTRUCTION AND SHALL BE THE DESIGNER DISCLAIMS ANY RESPONSIBILITY FOR DESIGN CHANGES MADE BY OTHERS. THE CONTRACTOR SHALL CALL THE UTILITIES PROTECTION CENTER THREE WORKING DAYS BEFORE DIGGING. IN METRO ATLANTA DIAL 404/235-5000. THROUGHOUT GEORGIA DIAL 800/882-7411.

302 WEST MAY STREET
 WINNER, GA 30680
Sullins Engineering, LLC
 PHONE: (678) 687-6219
 CONTACT: MATTHEW SULLINS
 CIVIL ENGINEERS ~ LAND PLANNERS

REZONE PLAN FOR:
GILLISVILLE HWY.
 LOCATED IN:
 PARCEL: 028C158 / L.L. 16, 15th DIST.
 HALL COUNTY, GEORGIA



DATE	JOB #
4/17/24	2999
SHEET 1	



- GENERAL NOTES**
- DOMESTIC WATER SUPPLY TO BE CITY OF GAINESVILLE
 - SANITARY SEWER TO BE INDIVIDUAL SEPTIC SYSTEMS
 - CURRENT ZONING: AR-IV
 - PROPOSED ZONING: PRD
 - MINIMUM LOT WIDTH 100FT
 - DENSITY: 20 UNITS/30.87AC = 0.65U/AC
 - TOTAL LENGTH OF NEW R/W = 1,122
 - 2400 MIN. SF HOUSE
 - MANDATORY HOA TO BE REQ.
 - DEVELOPMENT PROPOSES PEDESTRIAN BRIDGE TO OPEN SPACE WITH WALKING TRAILS TO COMPLIMENT
 - MINIMUM LOT SIZE TO BE 26,015SF
 - 9.26AC OF OPEN SPACE REQUIRED. 11.02AC OF OPEN SPACE PROVIDED.

BOUNDARY SURVEY
 -BOUNDARY REFERENCED FROM REED PLANNING & DESIGN DATED 11/15/19

FLOOD NOTE:
 NO FLOOD HAZARD DOES NOT EXIST ON SITE AS PER F.I.R.M. COMMUNITY PANEL No. 13139C0225G, DATED 12/1/22

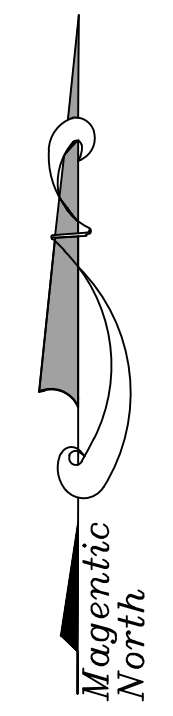
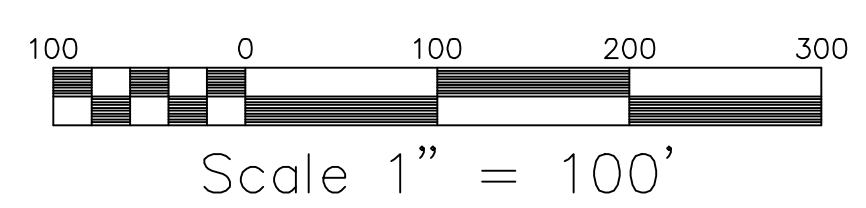
BUILDING SETBACKS:
 FRONT: 25' FROM R/W OF ROADS
 SIDE: 5' FROM PROPERTY LINES
 REAR: 20' FROM PROPERTY LINES

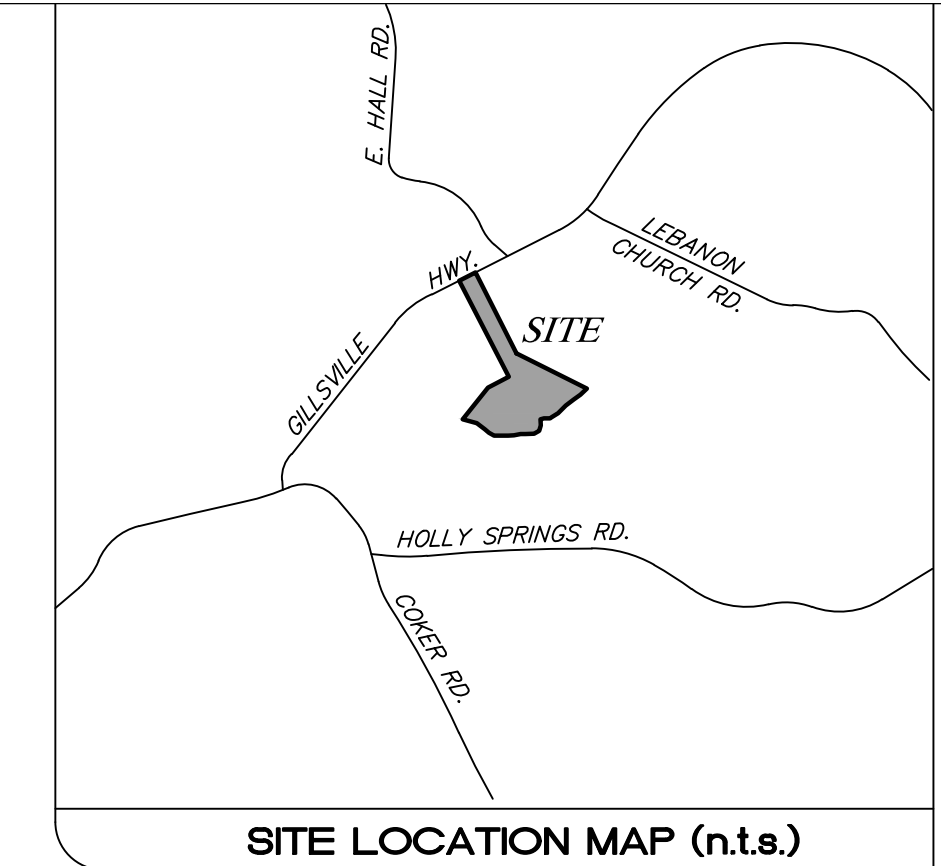
TOTAL AREA: 30.87 AC
OPENSAPCE REQ'D: 9.26 AC
OPENSAPCE PROVIDED: 11.02 AC

ENTRY MONUMENT SIGNAGE
 APPLICANT IS REQUESTING PERMISSION FOR AN ENTRY MONUMENT TRYP OF SIGN WITH A NATURAL STONE BASE WITH A SIGN SIZE (MONUMENT BASE AND SIGNAGE) TOTALING 42SF.

ENTRANCE MAY INCLUDE THE FOLLOWING STRUCTURAL ITEMS:
 -MASONRY WALLS
 -WOOD OR PVC FENCING
 -ILLUMINATED SIGNAGE IN ACCORDANCE WITH HALL CO. SIGN ORDINANCE
 -ORNAMENTAL SCULPTURE
 -LANDSCAPING AND IRRIGATION

ARCHITECTUAL MATERIALS & SITE IMPROVEMENTS
 THE BUILDER INTENDS TO BUILD:
 -SINGLE FAMILY FEE SIMPLE DETACHED DWELLINGS WITH CAR GARAGES(GARAGE WIDTH NOT TO EXCEED 70% OF FRONT BUILDING WIDTH).
 -FRONT FACADES WITH A COMBINATION OF MASONRY & FIBER CEMENT SIDING MATERIALS.
 -SIDE&REAR FACADES WITH MASONRY, FIBER CEMENT SIDING, OR SHAKE SIDING
 -SODDED YARDS (4 SIDES)





REVISION:	
DATE:	5-15-24
	DETACHED SINGLE FAMILY

ALL MATERIAL, CONSTRUCTION, AND WORKMANSHIP ON THIS PROJECT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS AND SHALL BE PERFORMED IN A WORKMANLIKE MANNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY OWNERS, DETERMINING THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES, INCLUDING BUT NOT LIMITED TO, WATER, GAS, AND CABLE, PRIOR TO CONSTRUCTION AND SHALL BE LIABLE FOR ANY DAMAGES DUE TO HIS OPERATION. CONSTRUCTION AND SHALL BE THE DESIGNER DISCLAIMS ANY RESPONSIBILITY FOR DESIGN CHANGES MADE BY OTHERS. THE CONTRACTOR SHALL CALL THE UTILITIES PROTECTION CENTER THREE WORKING DAYS BEFORE DIGGING. IN METRO ATLANTA DIAL 404/395-5000. THROUGHOUT GEORGIA DIAL 800/292-7441.

302 WEST MAY STREET
WINDER, GA. 30680
PHONE: (678) 687-6219

Sullins Engineering, LLC

CONTACT: MATTHEW SULLINS
CIVIL ENGINEERS & LAND PLANNERS

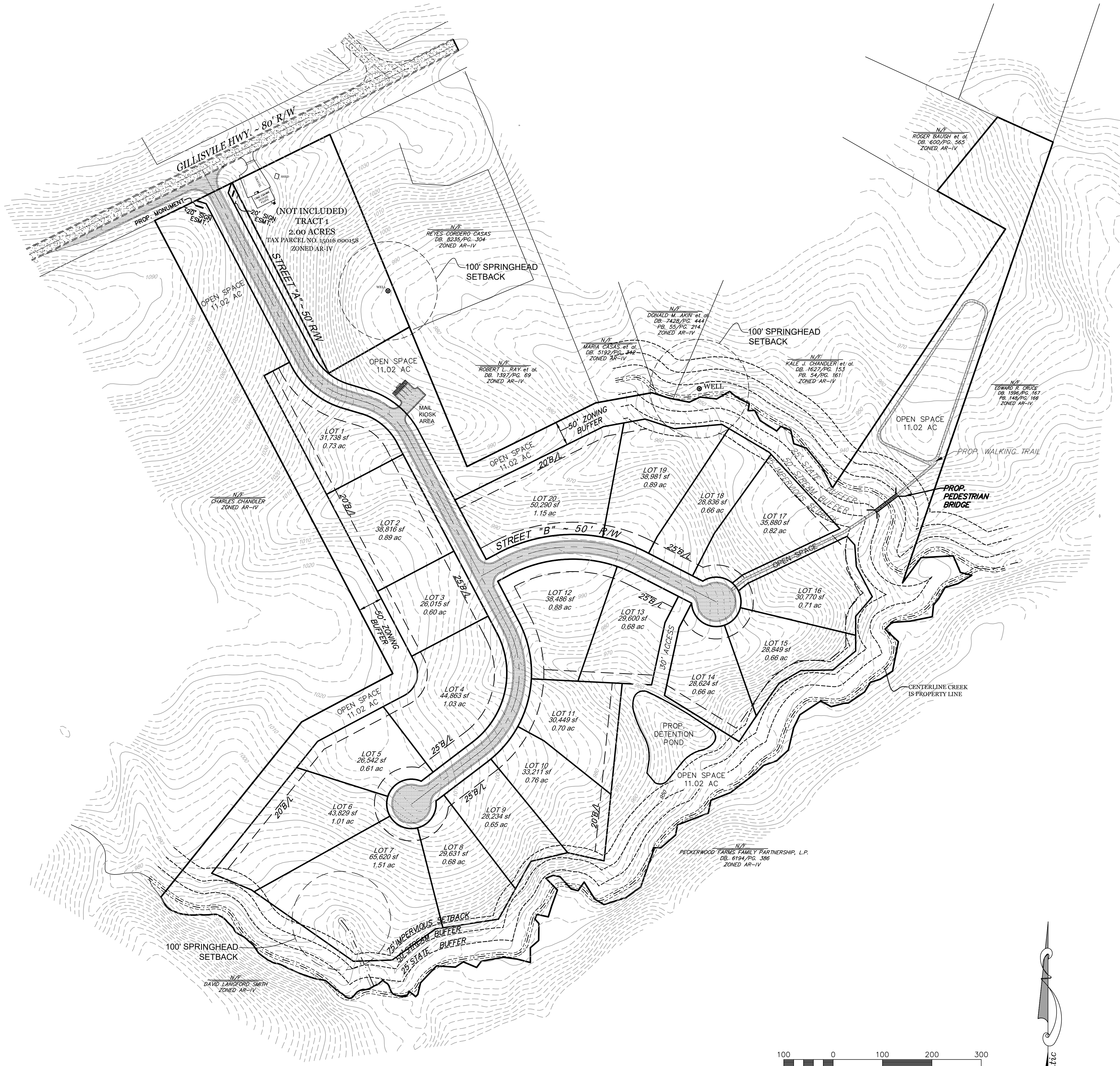
REZONE PLAN FOR:

GILLESVILLE HWY.

LOCATED IN:
PARCEL: 028C 159 / L.L. 16, 15th DIST.
HALL COUNTY, GEORGIA



DATE	JOB #
4/17/24	2999
SHEET 1	



- GENERAL NOTES**
- DOMESTIC WATER SUPPLY TO BE CITY OF GAINESVILLE
 - SANITARY SEWER TO BE INDIVIDUAL SEPTIC SYSTEMS
 - CURRENT ZONING: AR-IV
 - PROPOSED ZONING: PRD
 - MINIMUM LOT WIDTH 100FT
 - DENSITY: 20 UNITS/30.87AC = 0.65U/AC
 - TOTAL LENGTH OF NEW R/W = 1,122'
 - 2400 MIN. SF HOUSE
 - MANDATORY HOA TO BE REQ.
 - DEVELOPMENT PROPOSES PEDESTRIAN BRIDGE TO OPEN SPACE WITH WALKING TRAILS TO COMPLIMENT
 - MINIMUM LOT SIZE TO BE 26,015SF
 - 9.26AC OF OPEN SPACE REQUIRED. 11.02AC OF OPEN SPACE PROVIDED.

BOUNDARY SURVEY

-BOUNDARY REFERENCED FROM REED PLANNING & DESIGN DATED 11/15/19

FLOOD NOTE:

NO FLOOD HAZARD DOES NOT EXIST ON SITE AS PER F.I.R.M. COMMUNITY PANEL No. 13139C0225G, DATED 12/1/22

BUILDING SETBACKS:

FRONT: 25' FROM R/W OF ROADS
SIDE: 5' FROM PROPERTY LINES
REAR: 20' FROM PROPERTY LINES

TOTAL AREA: 30.87 AC
OPENSACE REQ'D: 9.26 AC
OPENSACE PROVIDED: 11.02 AC ⁵⁻¹⁵⁻²⁴

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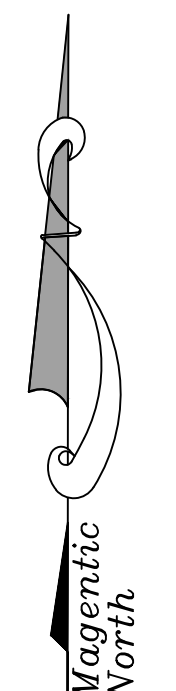
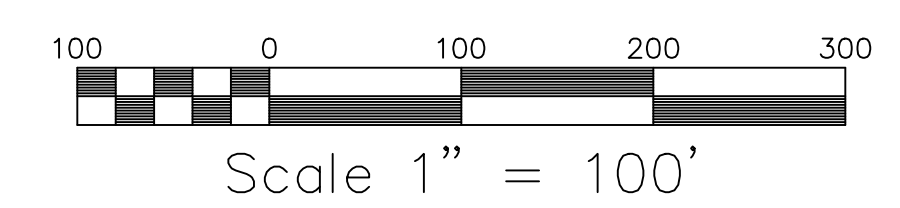
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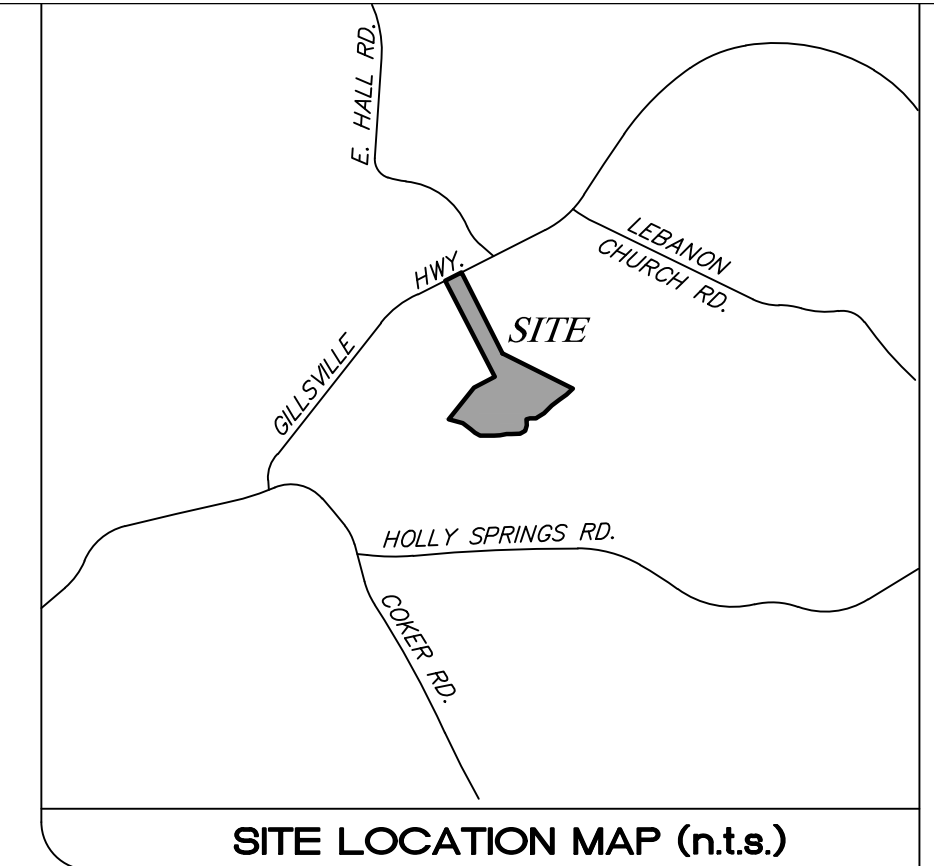
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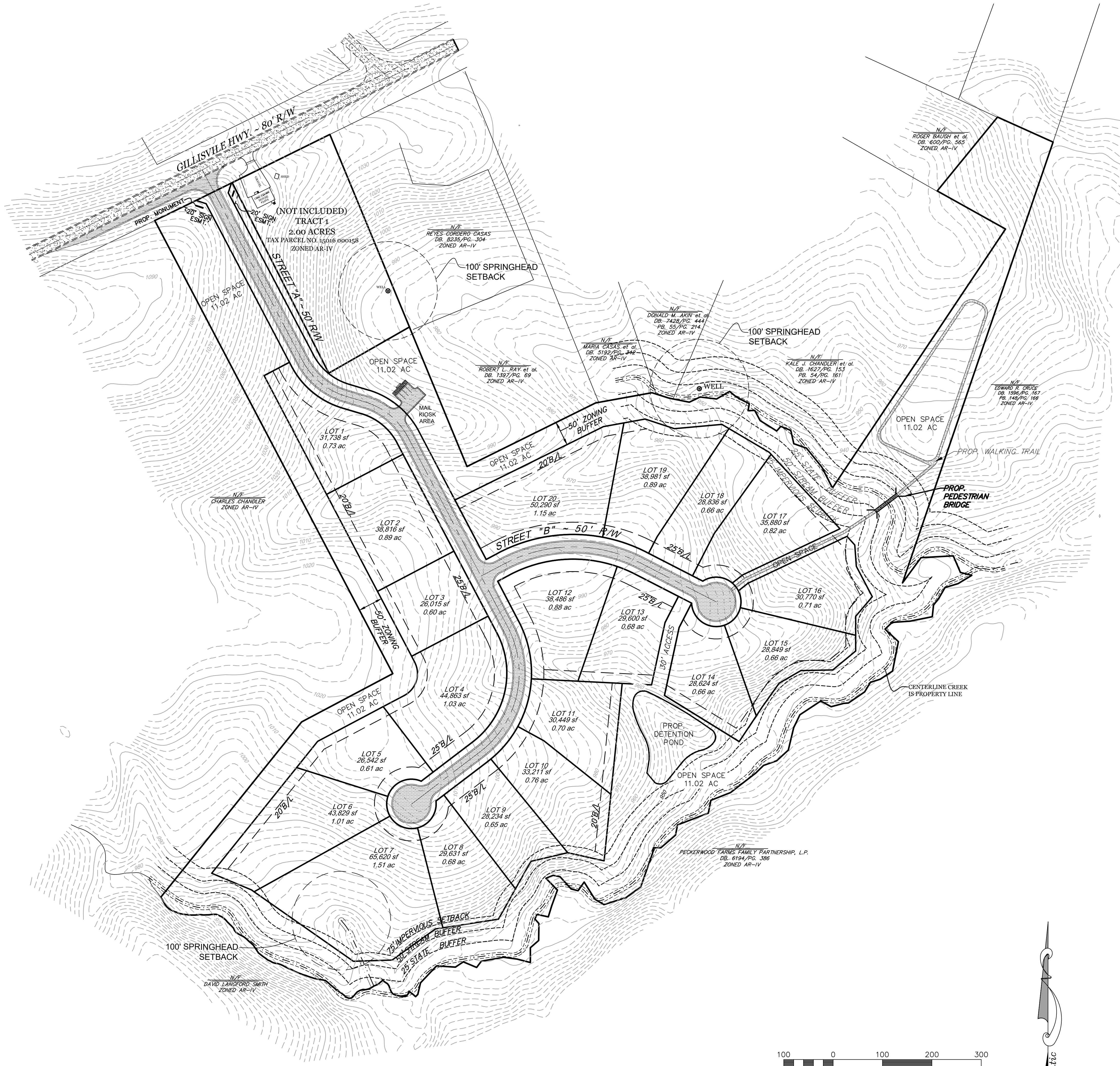
REVISION:	
DATE:	

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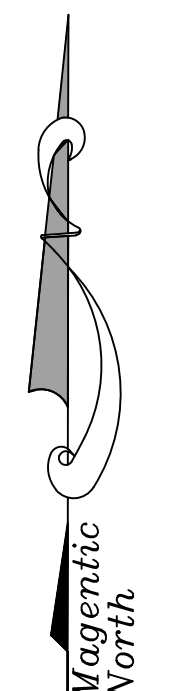
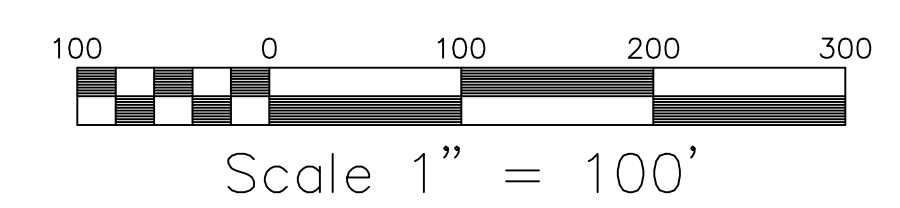
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- MASONRY WALLS
- WOOD OR PVC FENCING
- ILLUMINATED SIGNAGE IN ACCORDANCE WITH HALL CO. SIGN ORDINANCE
- ORNAMENTAL SCULPTURE
- LANDSCAPING AND IRRIGATION

ARCHITECTUAL MATERIALS & SITE IMPROVEMENTS

THE BUILDER INTENDS TO BUILD:

- SINGLE FAMILY FEE SIMPLE ATTACHED DWELLINGS WITH CAR GARAGES(GARAGE WIDTH NOT TO EXCEED 70% OF FRONT BUILDING WIDTH).
- FRONT FACADES WITH A COMBINATION OF MASONRY & FIBER CEMENT SIDING MATERIALS.
- SIDE&REAR FACADES WITH MASONRY, FIBER CEMENT SIDING, OR SHAKE SIDING
- SODDED YARDS (4 SIDES)



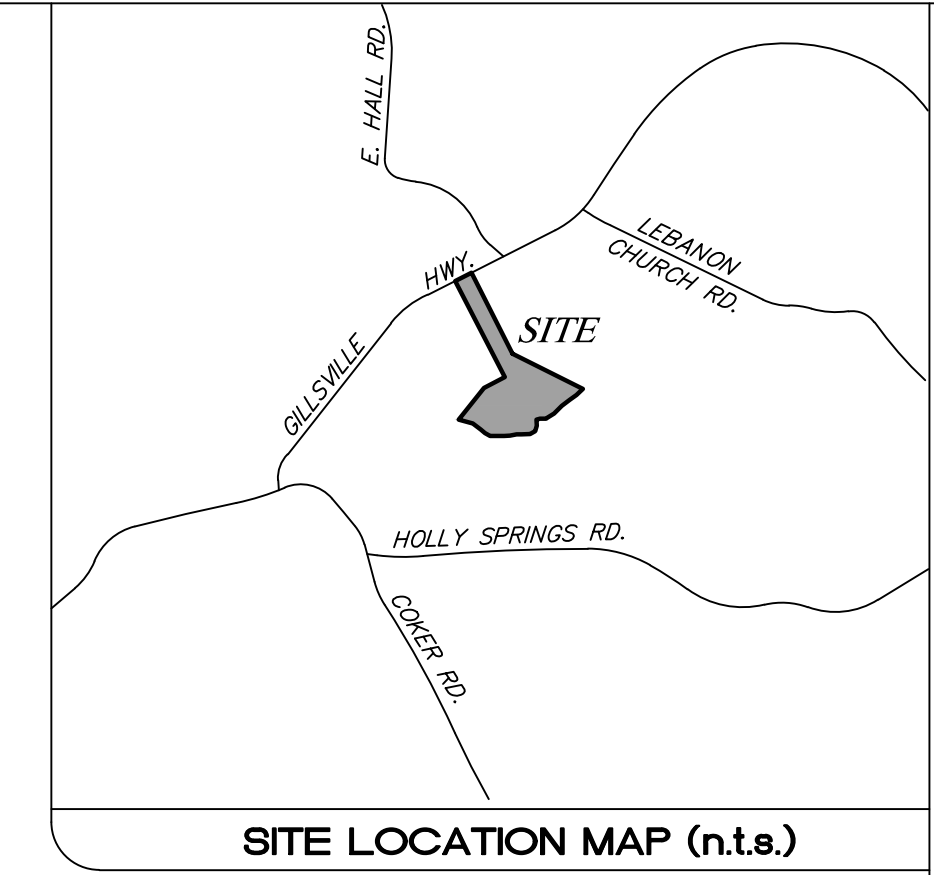
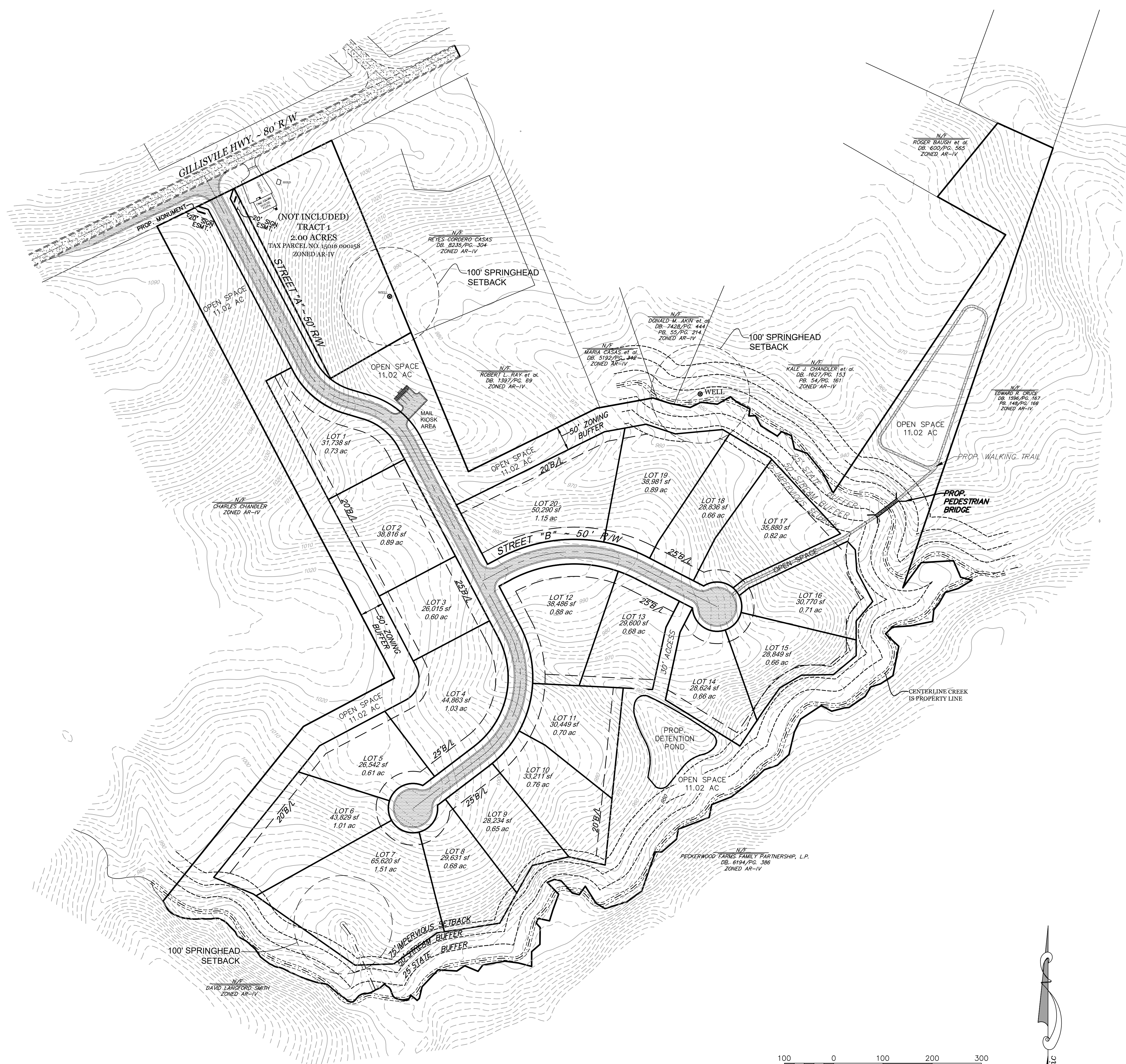
REZONE PLAN FOR:

GILLESVILLE HWY.

LOCATED IN: PARCEL: 028C 159 / L.L. 16, 15R DIST. HALL COUNTY, GEORGIA



DATE	JOB #
4/11/24	2999
SHEET 1	



GENERAL NOTES

- DOMESTIC WATER SUPPLY TO BE CITY OF GAINSVILLE
- SANITARY SEWER TO BE INDIVIDUAL SEPTIC SYSTEMS
- CURRENT ZONING: AR-IV
- PROPOSED ZONING: PRD
- MINIMUM LOT WIDTH 100FT
- DENSITY: 20 UNITS/30.87AC = 0.65U/AC
- TOTAL LENGTH OF NEW R/W = 1,122
- 2400 MIN. SF HOUSE
- MANDATORY HOA TO BE REQ.
- DEVELOPMENT PROPOSES PEDESTRIAN BRIDGE TO OPEN SPACE WITH WALKING TRAILS TO COMPLIMENT

BOUNDARY SURVEY

-BOUNDARY REFERENCED FROM REED PLANNING & DESIGN DATED 11/15/19

FLOOD NOTE:

NO FLOOD HAZARD DOES NOT EXIST ON SITE AS PER F.I.R.M. COMMUNITY PANEL No. 13139C0225G, DATED 12/1/22

BUILDING SETBACKS:

FRONT: 25' FROM R/W OF ROADS
SIDE: 5' FROM PROPERTY LINES
REAR: 20' FROM PROPERTY LINES

TOTAL AREA: 30.87 AC
OPENSAPCE REQ'D: 9.26 AC

ENTRY MONUMENT SIGNAGE

APPLICANT IS REQUESTING PERMISSION FOR AN ENTRY MONUMENT TRYP OF SIGN WITH A NATURAL STONE BASE WITH A SIGN SIZE (MONUMENT BASE AND SIGNAGE) TOTALING 42SF.

ENTRANCE MAY INCLUDE THE FOLLOWING STRUCTURAL ITEMS:

- MASONRY WALLS
- WOOD OR PVC FENCING
- ILLUMINATED SIGNAGE IN ACCORDANCE WITH HALL CO. SIGN ORDINANCE
- ORNAMENTAL SCULPTURE
- LANDSCAPING AND IRRIGATION

ARCHITECTUAL MATERIALS & SITE IMPROVEMENTS

THE BUILDER INTENDS TO BUILD:

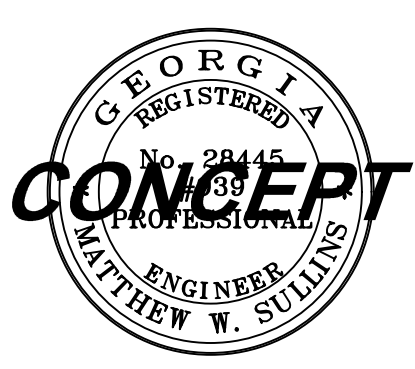
- SINGLE FAMILY FEE SIMPLE ATTACHED DWELLINGS WITH CAR GARAGES(GARAGE WIDTH NOT TO EXCEED 70% OF FRONT BUILDING WIDTH).
- FRONT FACADES WITH A COMBINATION OF MASONRY & FIBER CEMENT SIDING MATERIALS.
- SIDE&REAR FACADES WITH MASONRY, FIBER CEMENT SIDING, OR SHAKE SIDING
- SODDED YARDS (4 SIDES)

REVISION:	
DATE:	

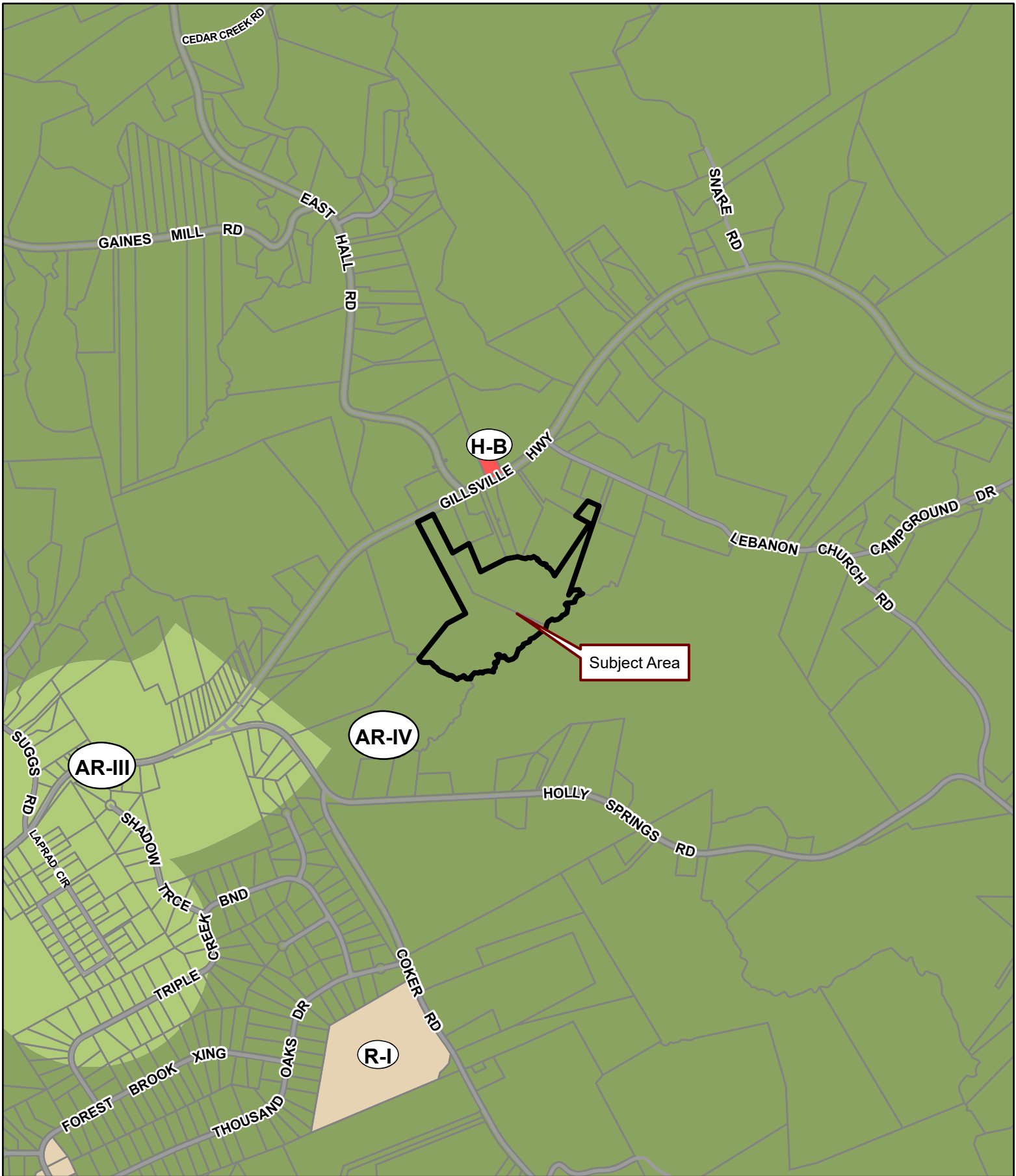
ALL MATERIAL, CONSTRUCTION, AND WORKMANSHIP ON THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE APPROPRIATE LOCAL SPECIFICATIONS AND REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY OWNERS, DETERMINING THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES, INCLUDING ALL THOSE NOT SHOWN ON THE PLANS PRIOR TO CONSTRUCTION AND SHALL BE THE DESIGNER DISCLAIMS ANY RESPONSIBILITY FOR DESIGN CHANGES MADE BY OTHERS. THE CONTRACTOR SHALL CALL THE UTILITIES PROTECTION CENTER THREE WORKING DAYS BEFORE DIGGING. IN METRO ATLANTA DIAL 404/325-5000. THROUGHOUT GEORGIA DIAL 800/282-7411.

302 WEST MAY STREET
WINNER, GA 30680
Sullins Engineering, LLC
PHONE: (678) 687-6219
CONTACT: MATTHEW SULLINS
CIVIL ENGINEERS ~ LAND PLANNERS

REZONE PLAN FOR:
GILLISVILLE HWY.
LOCATED IN:
PARCEL: 028C 158 / L.L. 16, 15th DIST.
HALL COUNTY, GEORGIA



DATE	JOB #
3/29/24	2999
SHEET 1	



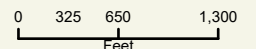
Applicant: SABINA CHOWDHURY





Tax Parcel #: 15016 000158A & 000028C

Location: 0 & 3454 GILLSVILLE HIGHWAY, GAINESVILLE , GA 30507

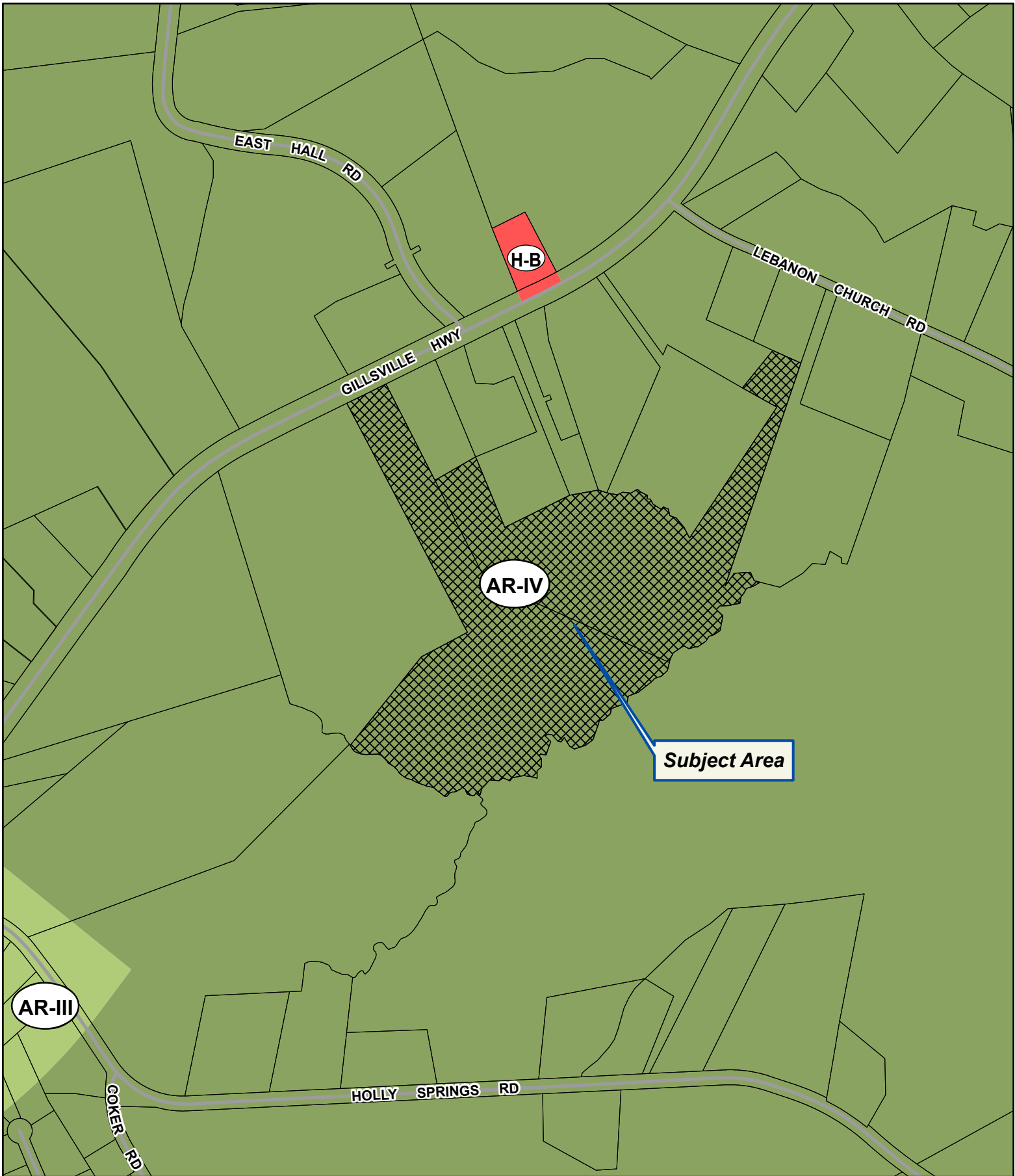
Commission District 3

PC Mtg. Date: 06/03/2024

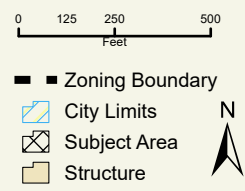


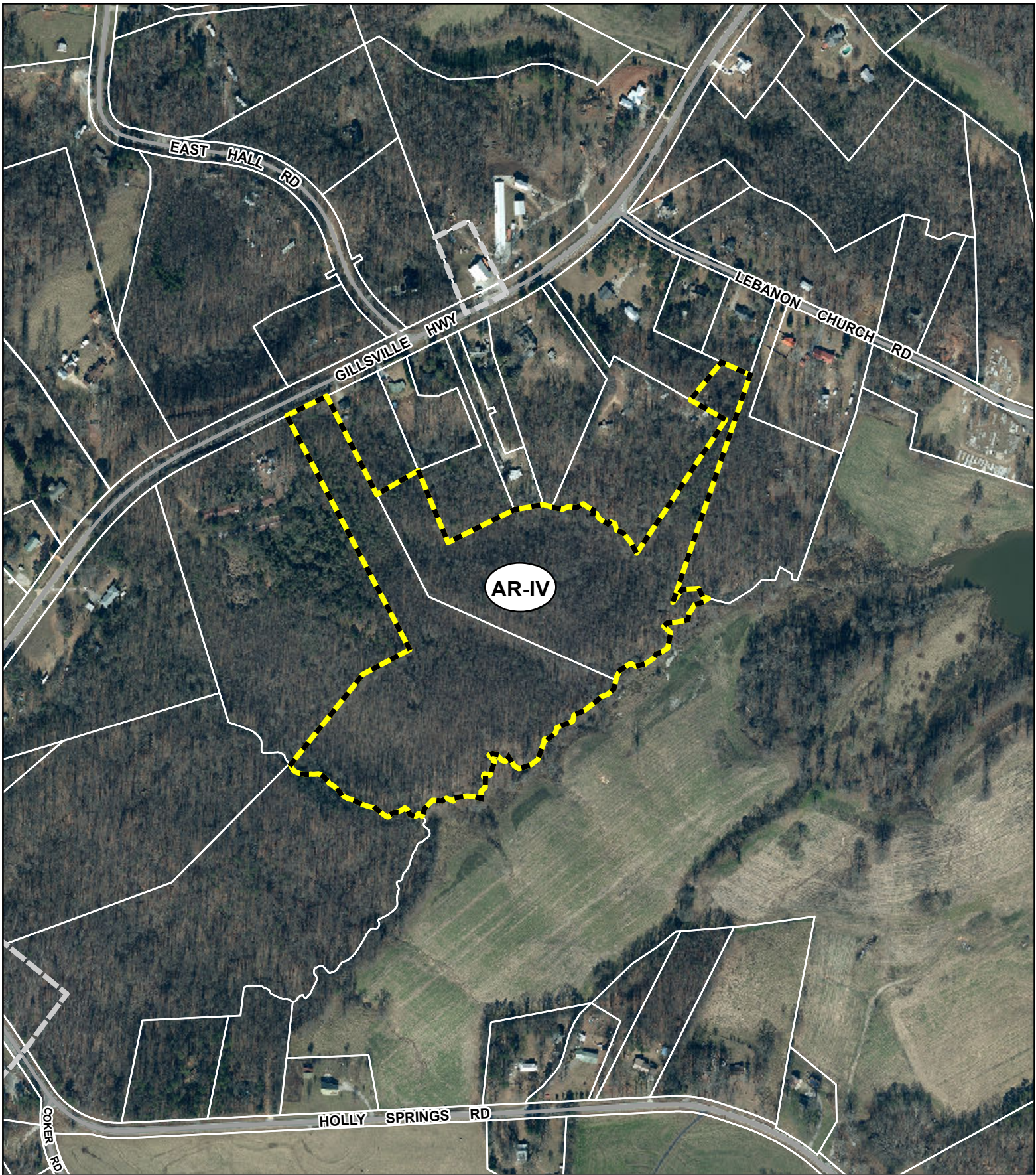
-  Zoning Boundary
-  City Limits
-  Subject Area
-  Structure





Applicant: SABINA CHOWDHURY
Tax Parcel #: 15016 000158A & 000028C
Location: 0 & 3454 GILLSVILLE HIGHWAY, GAINESVILLE , GA 30507
Commission District 3 **PC Mtg. Date: 06/03/2024**





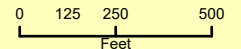
Applicant: SABINA CHOWDHURY

Tax Parcel #: 15016 000158A & 000028C

Location: 0 & 3454 GILLSVILLE HIGHWAY, GAINESVILLE, GA 30507

Commission District 3

PC Mtg. Date: 06/03/2024

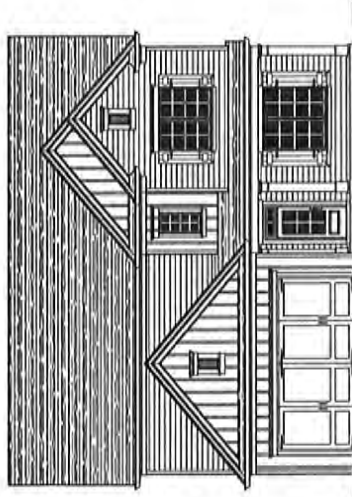


- Zoning Boundary
- ▭ City Limits
- ▭ Subject Area

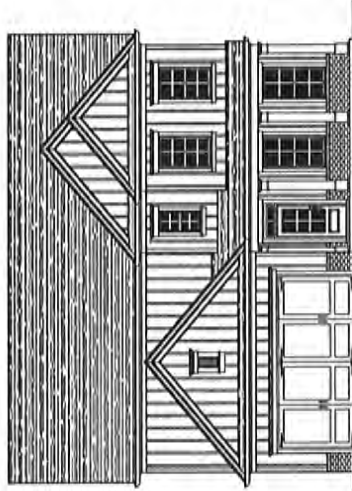


THE FARMINGTON

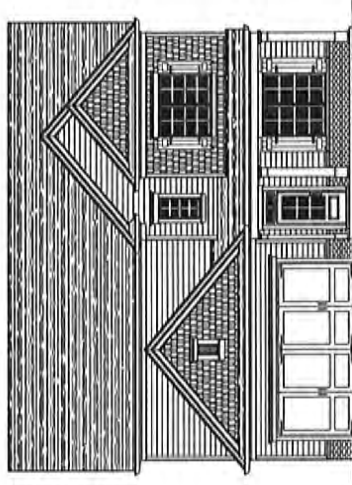
GEORGIA ESTATES



ELEVATION A



ELEVATION B



ELEVATION C

BUILDING CODE ANALYSIS

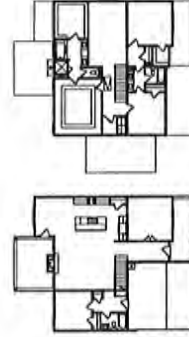
USE 3000Lb. WIND LOADS
 100 MPH WIND SPEED
 EMERGENCY ESCAPE
 GARAGE/HOUSE CEILING
 HOUSE ASSEMBLY
 OTHER LOADS
 SLEEPING • 30 PSF
 NON-SLEEPING • 40 PSF
 DEAD LOAD • 10 PSF
 BASIC WIND SPEED • 80 MPH
 SURGE LOAD • 40 PSF
 LATERAL SOIL PRESSURE • 30 PSF (ASSUMED)
 1000 SF • 1200 SF FREE AREA BEYOND
 ROOF VENT • 18 1/2" X 240" FREE AREA L.F. • 33 SF PROVIDED
 ROOF VENT • 54 1/2" X 240" FREE AREA L.F. • 243 SF PROVIDED
 SORTIT VENT • 54 1/2" X 240" FREE AREA L.F. • 243 SF PROVIDED

NOTE: VERIFY ALL APPLICABLE BUILDING CODES WITH STATE AND LOCAL JURISDICTION PRIOR TO CONSTRUCTION.

DRAWING INDEX

- CAS COVER SHEET
- A11 ELEVATION A - FRONT LOAD GARAGE
- A12 ELEVATION B - SIDE LOAD GARAGE OPT. - FRONT ENTRY
- A13 ELEVATION C - REAR LOAD GARAGE OPT. - FRONT ENTRY
- A14 ELEVATION D - FRONT LOAD GARAGE OPT. - FRONT ENTRY
- A15 ELEVATION E - FRONT LOAD GARAGE OPT. - FRONT ENTRY
- A16 ELEVATION F - FRONT LOAD GARAGE OPT. - FRONT ENTRY
- A17 ELEVATION G - FRONT LOAD GARAGE OPT. - FRONT ENTRY
- A18 LEFT SIDE FASCIA ELEVATION W/ 2ND CAR GARAGE OPT.
- A19 LEFT SIDE FASCIA ELEVATION W/ 2ND CAR GARAGE OPT.
- A20 BASEMENT PLAN
- A21 FIRST FLOOR PLAN
- A22 MAIN FLOOR PLAN
- A23 ROOF PLAN
- A24 ROOF PLAN W/ 2ND CAR GARAGE OPT.
- A25 ELECTRICAL PLAN

FLOOR PLANS



AREA CALCULATION

51' x 48'

40' x 48'

ITEM	SIZE	AREA
1. CAR GARAGE	12'0" x 24'0"	288
2. CAR GARAGE	12'0" x 24'0"	288
3. CAR GARAGE	12'0" x 24'0"	288
4. CAR GARAGE	12'0" x 24'0"	288
5. CAR GARAGE	12'0" x 24'0"	288
6. CAR GARAGE	12'0" x 24'0"	288
7. CAR GARAGE	12'0" x 24'0"	288
8. CAR GARAGE	12'0" x 24'0"	288
9. CAR GARAGE	12'0" x 24'0"	288
10. CAR GARAGE	12'0" x 24'0"	288
11. CAR GARAGE	12'0" x 24'0"	288
12. CAR GARAGE	12'0" x 24'0"	288
13. CAR GARAGE	12'0" x 24'0"	288
14. CAR GARAGE	12'0" x 24'0"	288
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16. CAR GARAGE	12'0" x 24'0"	288
17. CAR GARAGE	12'0" x 24'0"	288
18. CAR GARAGE	12'0" x 24'0"	288
19. CAR GARAGE	12'0" x 24'0"	288
20. CAR GARAGE	12'0" x 24'0"	288
21. CAR GARAGE	12'0" x 24'0"	288
22. CAR GARAGE	12'0" x 24'0"	288
23. CAR GARAGE	12'0" x 24'0"	288
24. CAR GARAGE	12'0" x 24'0"	288
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28. CAR GARAGE	12'0" x 24'0"	288
29. CAR GARAGE	12'0" x 24'0"	288
30. CAR GARAGE	12'0" x 24'0"	288
31. CAR GARAGE	12'0" x 24'0"	288
32. CAR GARAGE	12'0" x 24'0"	288
33. CAR GARAGE	12'0" x 24'0"	288
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35. CAR GARAGE	12'0" x 24'0"	288
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41. CAR GARAGE	12'0" x 24'0"	288
42. CAR GARAGE	12'0" x 24'0"	288
43. CAR GARAGE	12'0" x 24'0"	288
44. CAR GARAGE	12'0" x 24'0"	288
45. CAR GARAGE	12'0" x 24'0"	288
46. CAR GARAGE	12'0" x 24'0"	288
47. CAR GARAGE	12'0" x 24'0"	288
48. CAR GARAGE	12'0" x 24'0"	288
49. CAR GARAGE	12'0" x 24'0"	288
50. CAR GARAGE	12'0" x 24'0"	288

NO.	DESCRIPTION	DATE

DESIGNER: **VIEWPOINT DESIGN**
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE: (404) 518-0956
 gc.viewpointdesign@gmail.com

PROJECT NAME: **THE FARMINGTON**
 GEORGIA ESTATES

COURTESY: **SUNBELT**
 300 BUCKWOOD RD.
 SUWANEE, GA 30024

COVER SHEET
 DATE: 5/20/2022
 DRAWN BY: AS NOTED
 CHECKED BY: LLC
 SCALE: 2022 - 1/31

NO. 0
 DATE:

C0.0

NO.	DESCRIPTION	DATE

DESIGNER: **VIEWPOINT DESIGN**
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE: (404) 518-0956
 gc.viewpointdesign@gmail.com

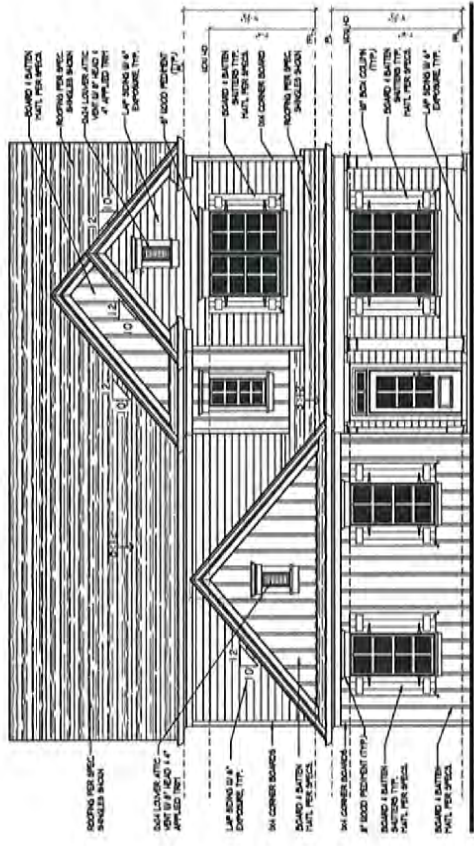
PROFESSIONAL ARCHITECT'S EXPLANATION:
 I, THE ARCHITECT, HEREBY CERTIFY THAT I AM A LICENSED ARCHITECT IN THE STATE OF GEORGIA AND THAT I AM THE AUTHOR OF THE ARCHITECTURAL DESIGN SHOWN ON THESE PLANS. I HAVE REVIEWED THESE PLANS AND I AM NOT PROVIDING ANY CONTRACT ADMINISTRATION SERVICES. THESE PLANS ARE NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. ANY CHANGES TO THESE PLANS MUST BE MADE BY THE ARCHITECT. THESE PLANS ARE NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. ANY CHANGES TO THESE PLANS MUST BE MADE BY THE ARCHITECT.

PROJECT NAME: **THE FARMINGTON**
 GEORGIA ESTATES

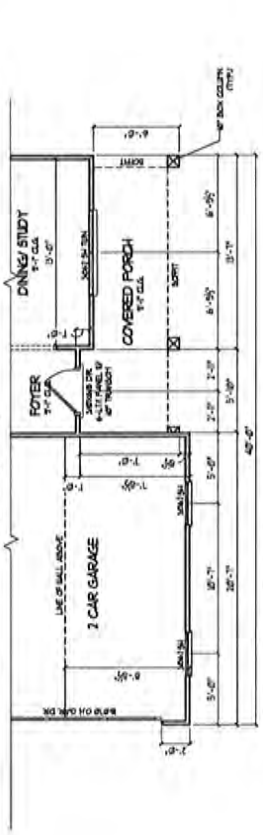
CLIENT: **South Hunter**
 370 BRADDOCK RD.,
 SUWANEE, GA 30024

DATE: 5/20/2022
 SCALE: AS NOTED
 DRAWN BY: GC
 JOB NO.: 2022-1001

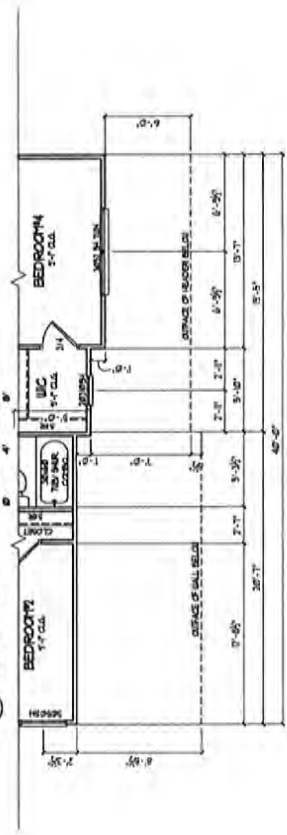
ELEVATION 'A'
 SIDE ENTRY
A1.1



1 Front Elevation 'A'
 SCALE: 1/4" = 1'-0"



2 1st Floor Plan Elevation 'A'
 SCALE: 1/4" = 1'-0"



3 2nd Floor Plan Elevation 'A'
 SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER: **VIEWPOINT DESIGN**
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE (404) 518-0956
 RCVIEWPOINTDESIGN@gmail.com

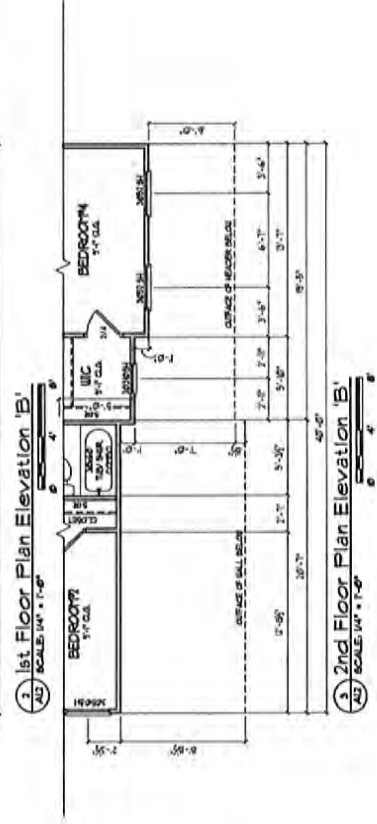
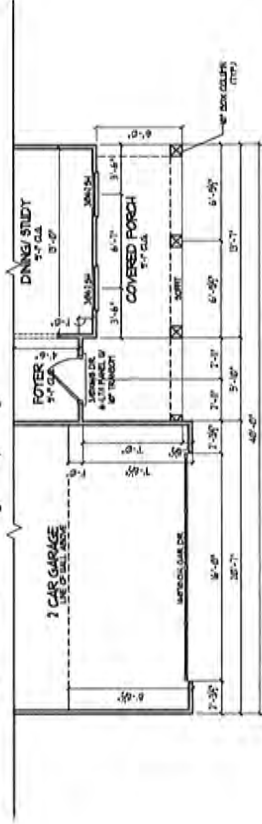
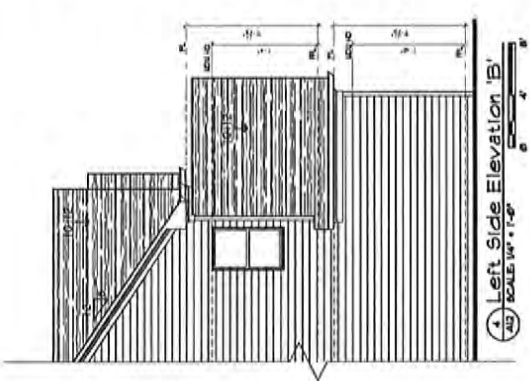
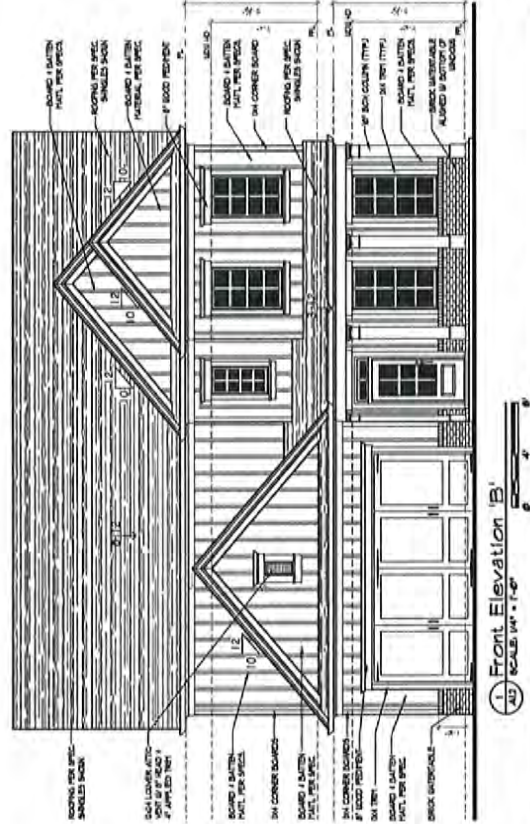
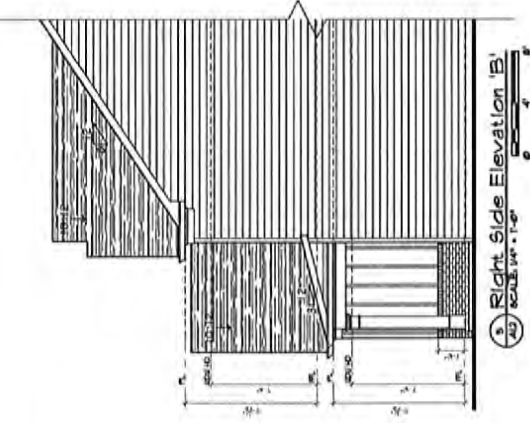
PROJECT NAME: **THE FARMINGTON**
 GEORGIA ESTATES

CLIENT/OWNER: **Springer Building**
 290 BRADKIDAN RD.,
 SUWANEE, GA 30024

DATE: 12/20/2022
 SHEET: AS NOTED
 DRAWN BY: GC
 CHECKED BY: GC
 SCALE: 1/8" = 1'-0"

A1.2

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NO.	DESCRIPTION	DATE

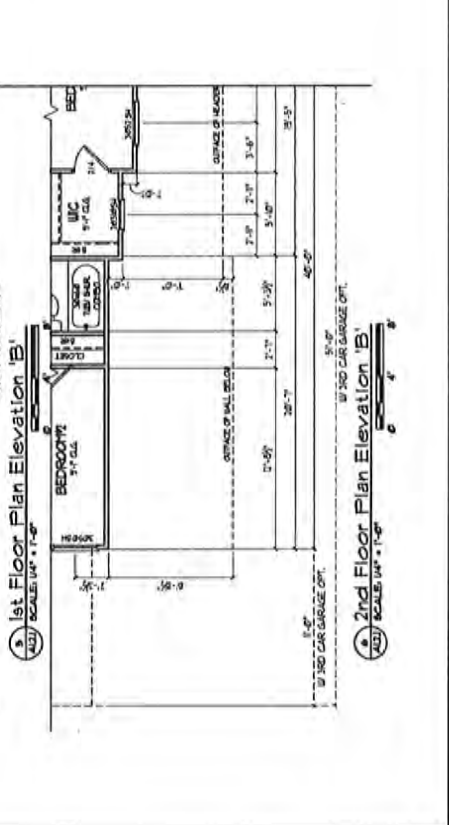
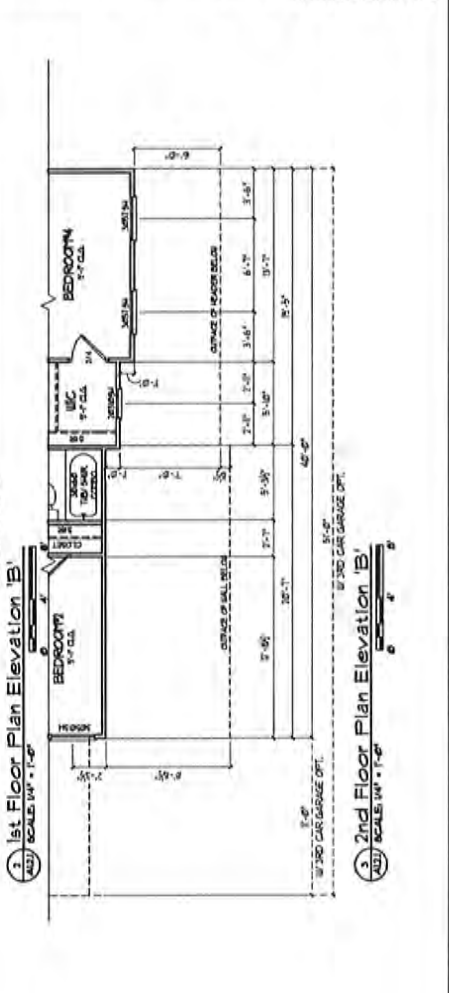
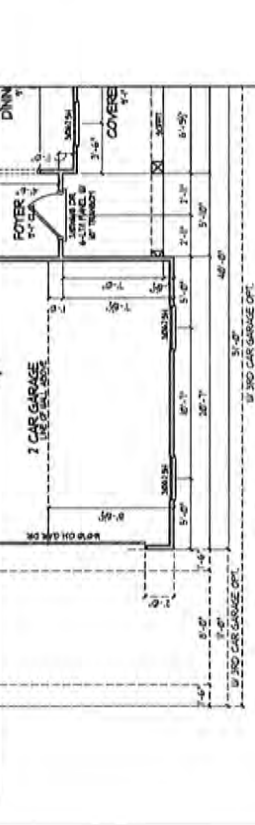
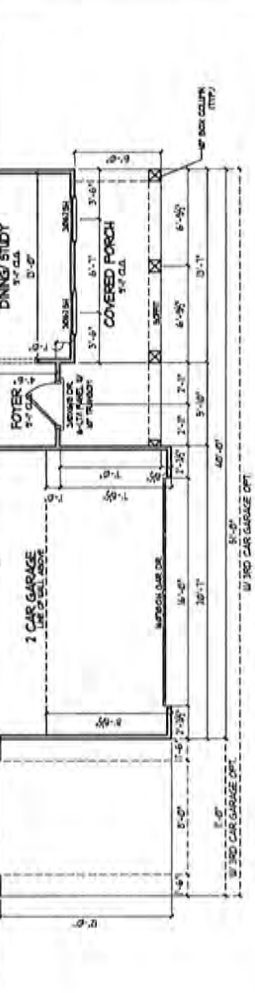
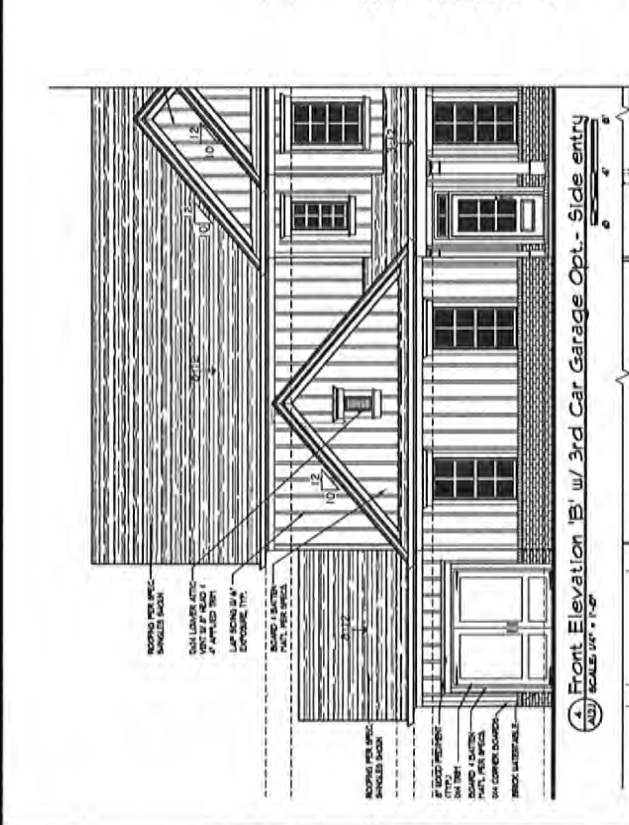
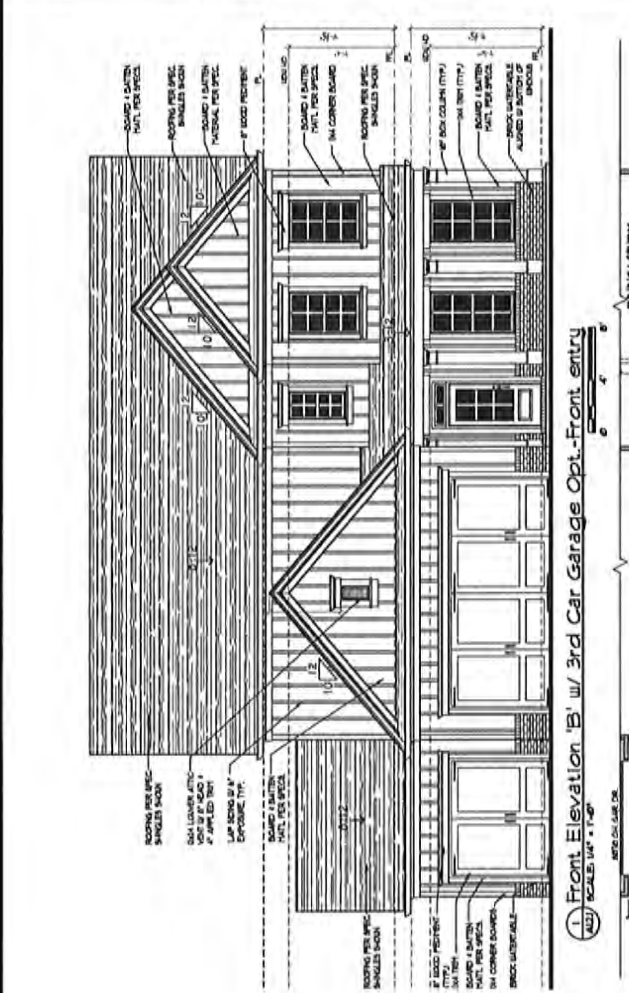
DESIGNER: **VIEWPOINT DESIGN**
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE (404) 518-0956
 viewpointdesign@gmail.com

PROJECT NAME: **THE FARMINGTON**
 GEORGIA ESTATES

PROJECT NO.: **A1.2.1**

DATE: 1/20/2022
 DRAWN BY: AS NOTED
 CHECKED BY: GC
 APPROVED BY: 2022.1.18.01

PROJECT NO.: **ELEVATION 'B' W/ GARAGE OPT**



NO.	DESCRIPTION	DATE

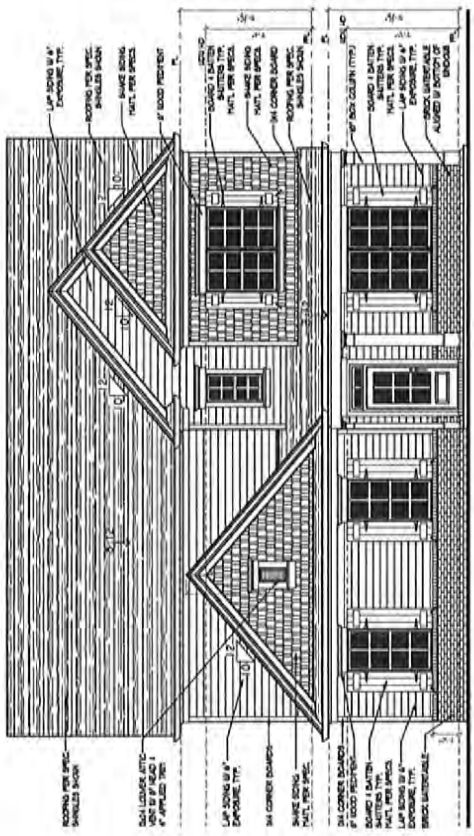
DESIGNER:
VIEWPOINT DESIGN
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE (404) 518-0956
 RC.viewpointdesign@gmail.com

PROJECT NAME:
THE FARMINGTON
 GEORGIA ESTATES

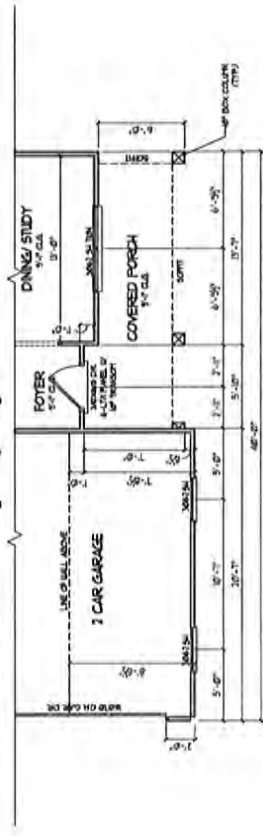
OWNER:
Superior Home
 3700 BRIDGEMAN RD.,
 SUWANEE, GA 30024

DATE: 1/20/2022
 DRAWN BY: AS NOTED
 CHECKED BY: JCC
 SHEET NO.: 0022 - 1001
 DRAWN: A1.3

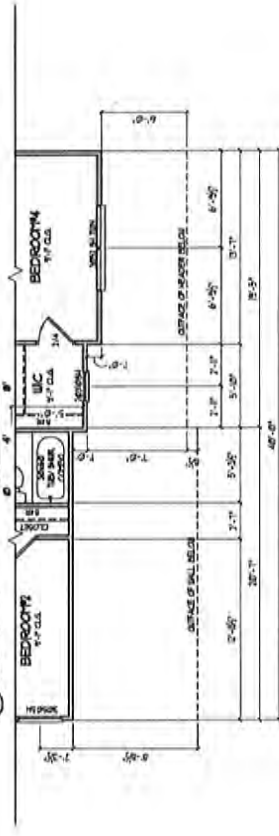
PROJECT TITLE:
**ELEVATION 'C'
 SIDE ENTRY**



1 Front Elevation 'C'
 SCALE: 1/4" = 1'-0"

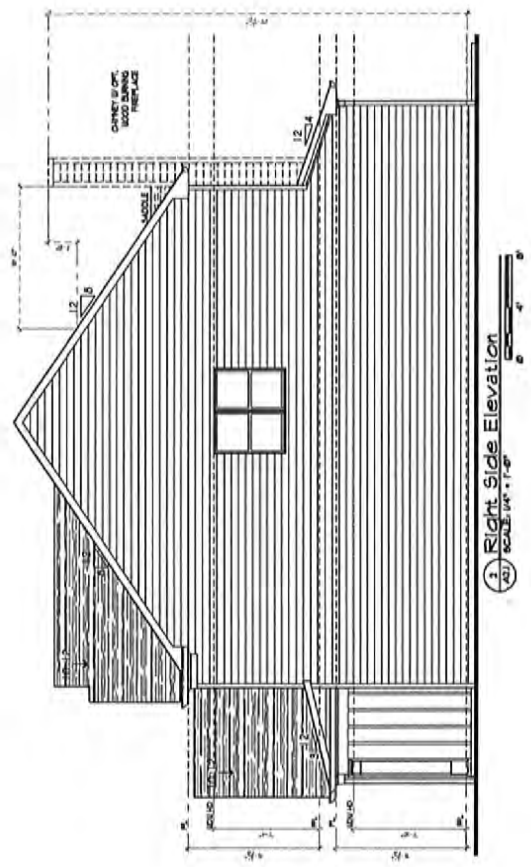
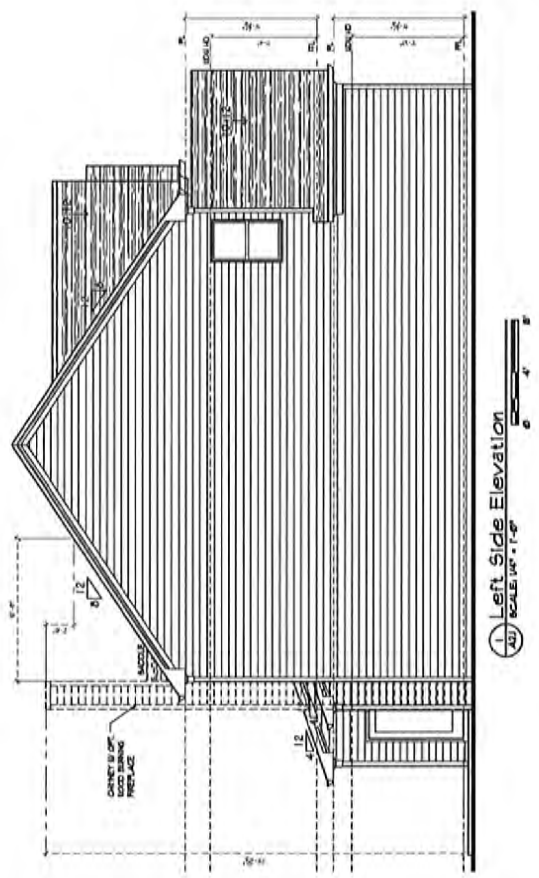
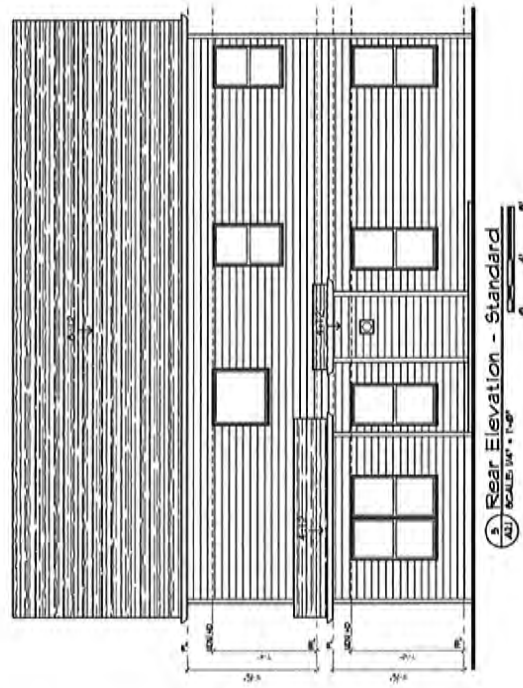


2 1st Floor Plan Elevation 'C'
 SCALE: 1/4" = 1'-0"



3 2nd Floor Plan Elevation 'C'
 SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE



NO.	DESCRIPTION	DATE

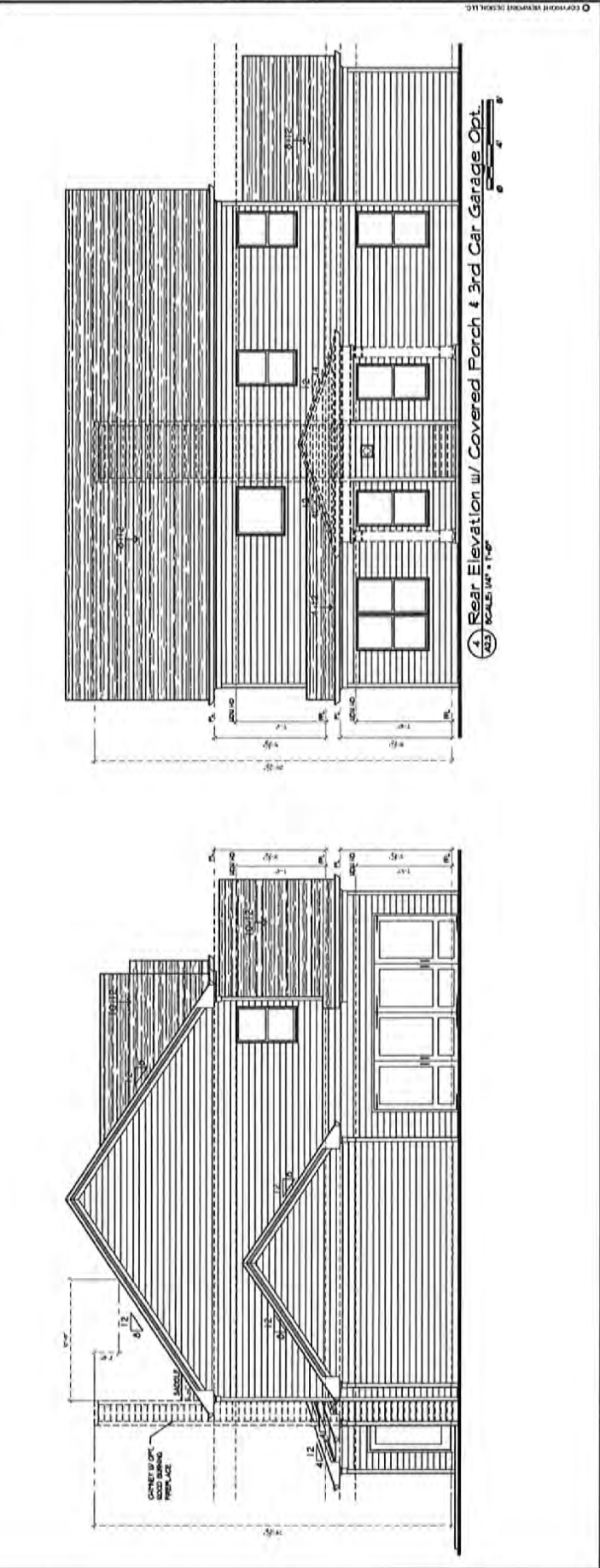
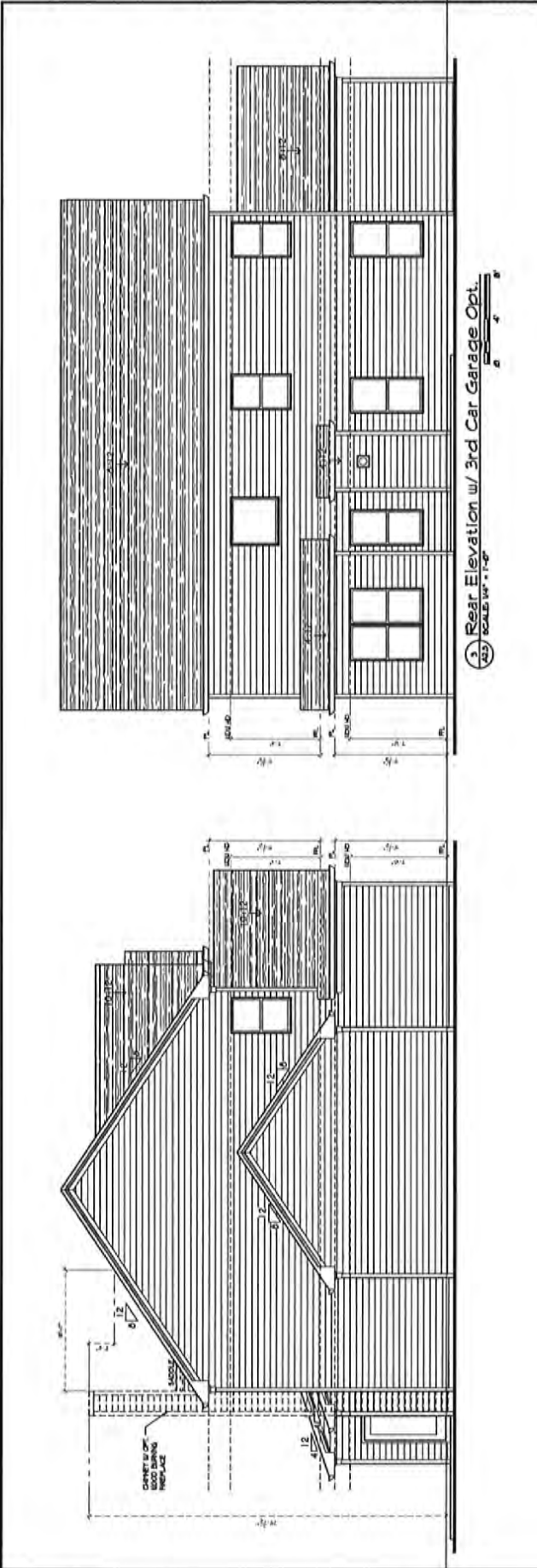
DESIGNER: **VIEWPOINT DESIGN**
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE: (404) 518-0956
 gv.viewpointdesign@gmail.com

PROJECT NAME: **THE FARMINGTON**
 GEORGIA ESTATES

OWNER: **CLAYTON BLICKER**
 Superior Building
 11111
 370 IRONWOOD RD.,
 SUWANEE, GA 30024

DATE: 7/20/2022
 Status: AS NOTED
 Drawn By: JLC
 Job No.: 2022 - 1001
 Sheet: **A2.2**

DESIGN: SIDES REAR W/
 COV. PORCH OPT.



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NO.	DESCRIPTION	DATE

DESIGNER:
VIEWPOINT DESIGN
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 EC.steppontdesign@gmail.com
 PHONE: (404) 518-0936

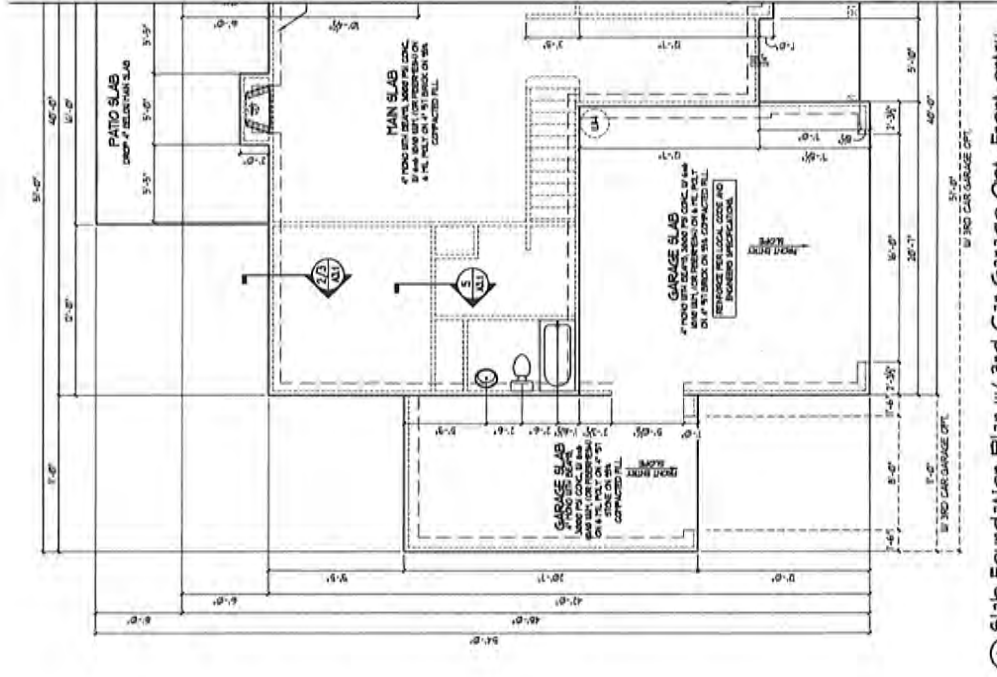
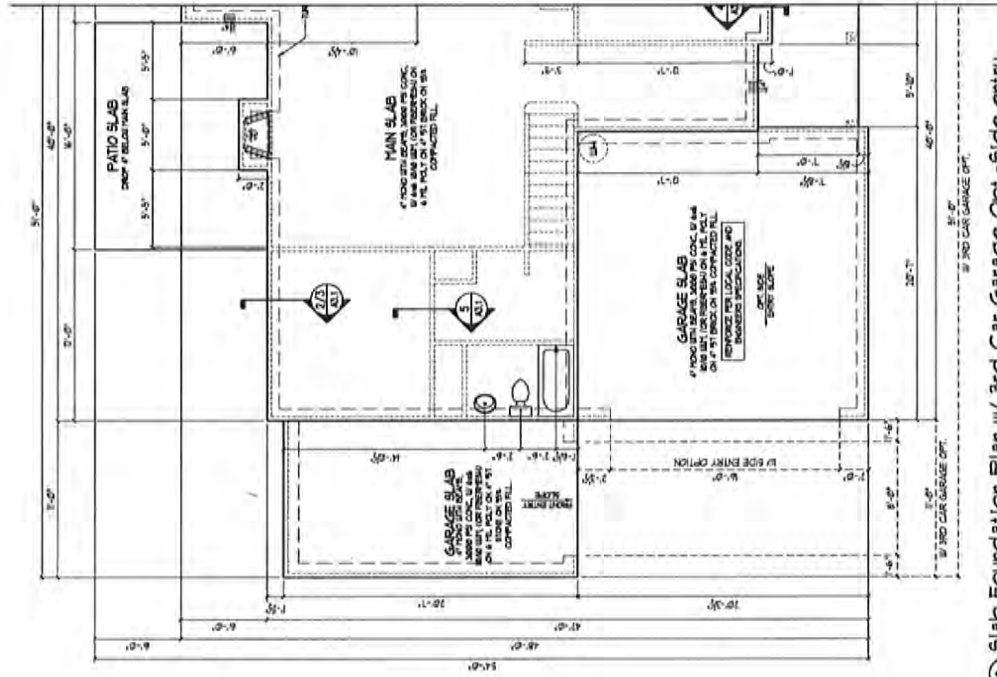
PROJECT NAME:
THE FARMINGTON
 GEORGIA ESTATES

CLIENT/SUBCON:
Summit Homes
 11813
 510 BRIDGEMAN RD.,
 SUWANEE, GA 30024

PROJECT TITLE:
 SLAB PLAN W/
 GARAGE OPT.

DATE: 5/20/2022
 DATE: AS NOTED
 DRAWN BY: JCC
 JOB NO.: 2022 - 1061
 SHEET: A3.2

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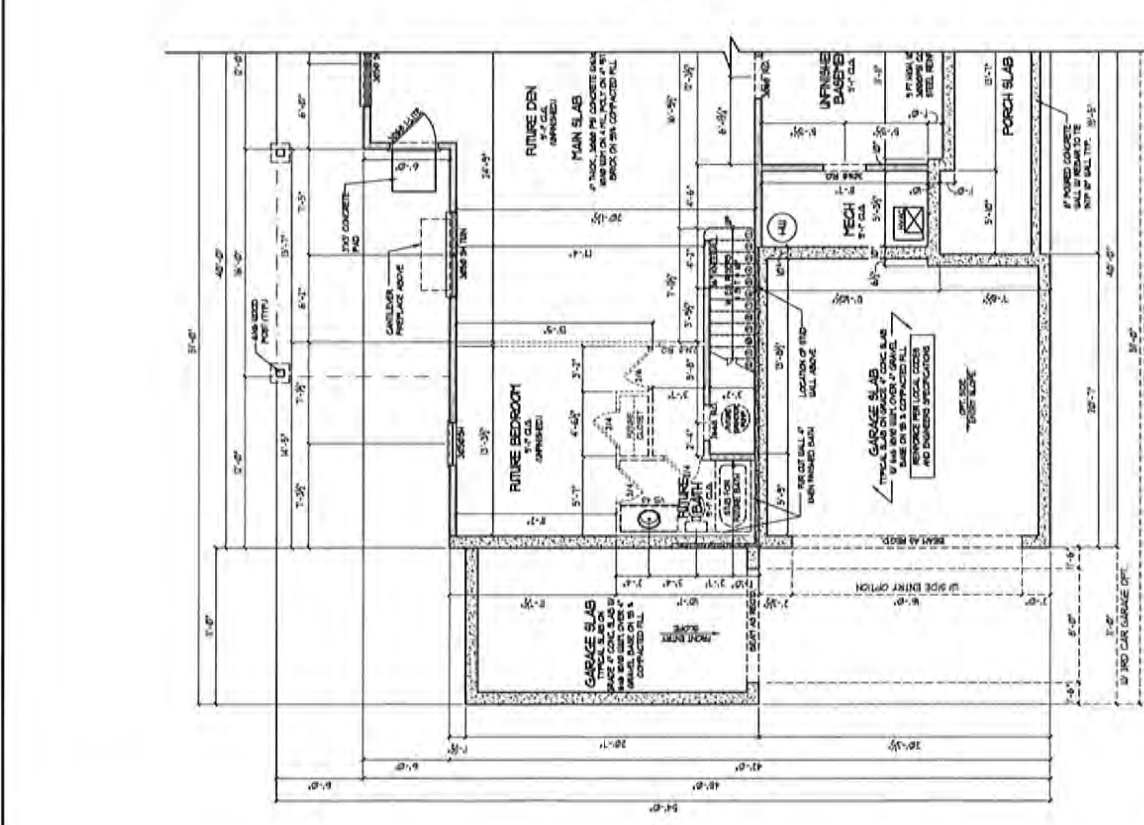
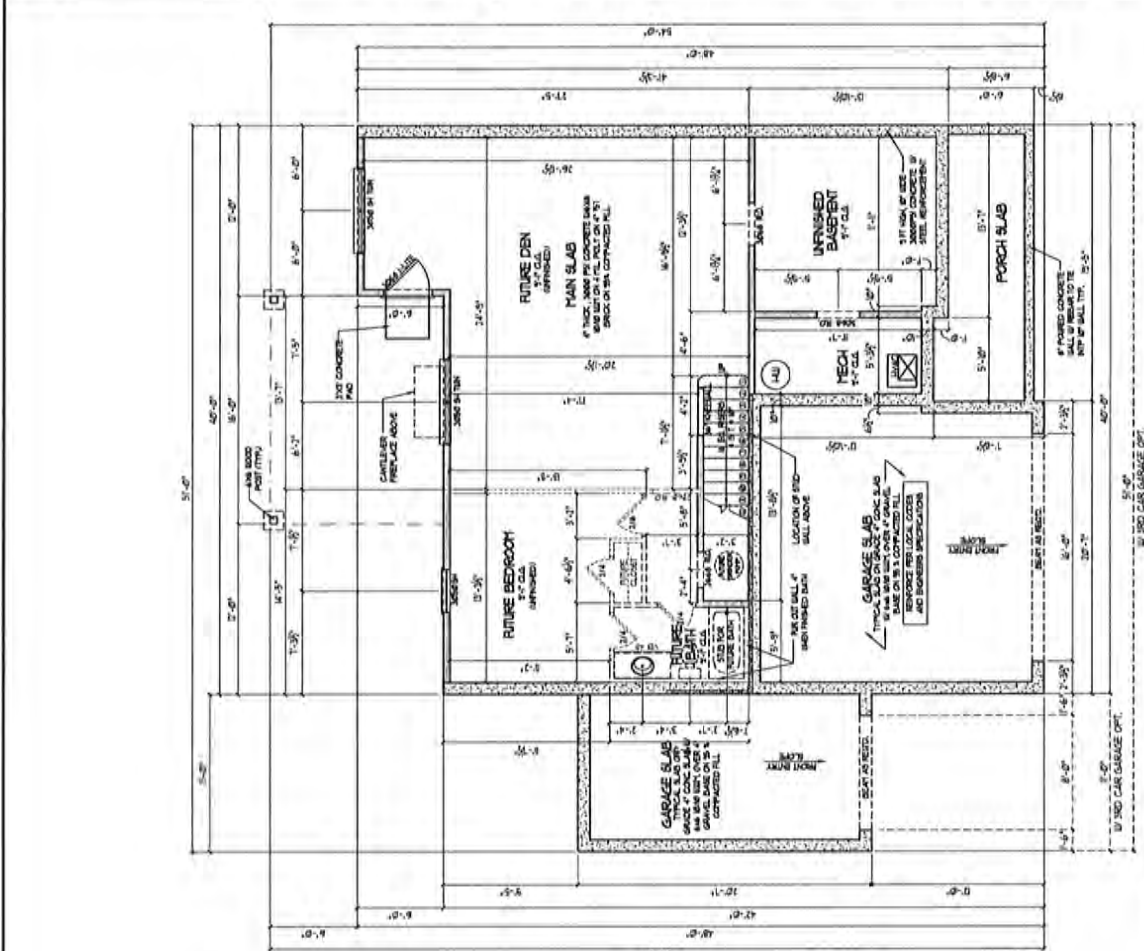
NO.	DESCRIPTION	DATE

DESIGNER: **VIEWPOINT DESIGN**
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE: (404) 518-0956
 gcvpointdesign@gmail.com

PROJECT NAME: **THE FARMINGTON**
 GEORGIA ESTATES

CLIENT: **SHERRILL**
 390 BROADLON RD.,
 SEWANNEE, GA 30086

DATE: 5/20/2022
 SCALE: AS NOTED
 SHEET: A3.4
 PROJECT: 2022 - 1000



NO.	DESCRIPTION	DATE

DESIGNER: **VIEWPOINT DESIGN**
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE: (404) 518-0956
 gc.viewpointdesign@gmail.com

PROJECT NAME: **THE FARMINGTON**
 GEORGIA ESTATES

OWNER: **Southern Building**
 390 BRIDGEMAN RD.,
 SUWANEE, GA 30024

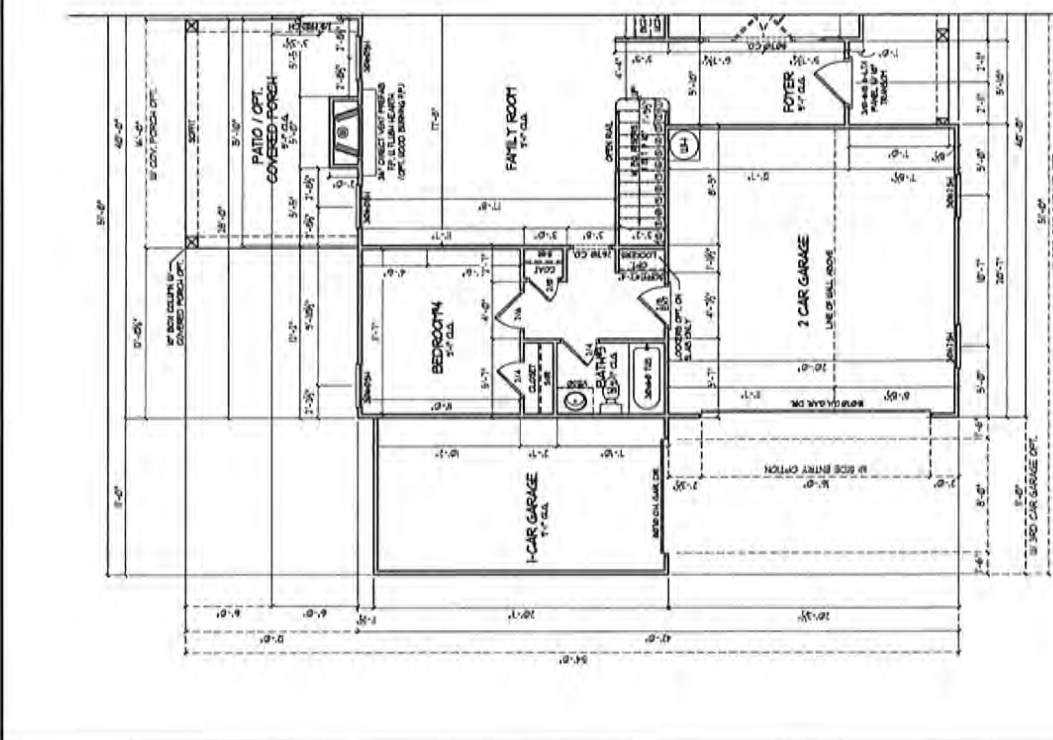
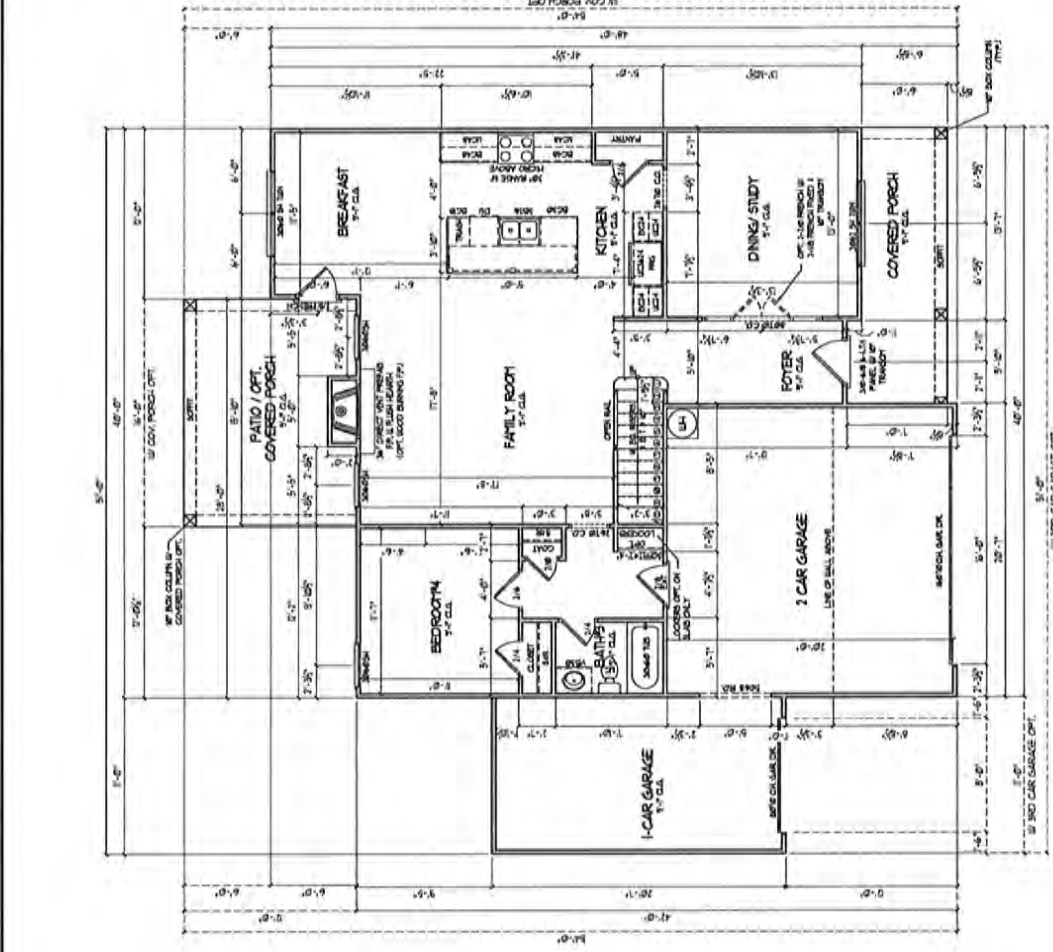
DATE: 12/20/2022
 DRAWN BY: AS NOTED
 CHECKED BY: UC
 DATE: 10/27/2021

A4.2

MAIN LEVEL PLAN
 W/ 3RD CAR OPT.

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SOURCE FOOTAGE	
1. SITE	1/20
2. EXIST. FLOOR PLAN	1/20
3. EXIST. FOUNDATION	1/20
4. EXIST. GARAGE	1/20
5. EXIST. PORCH	1/20
6. EXIST. DRIVE	1/20
7. EXIST. DRIVE	1/20
8. EXIST. DRIVE	1/20
9. EXIST. DRIVE	1/20
10. EXIST. DRIVE	1/20



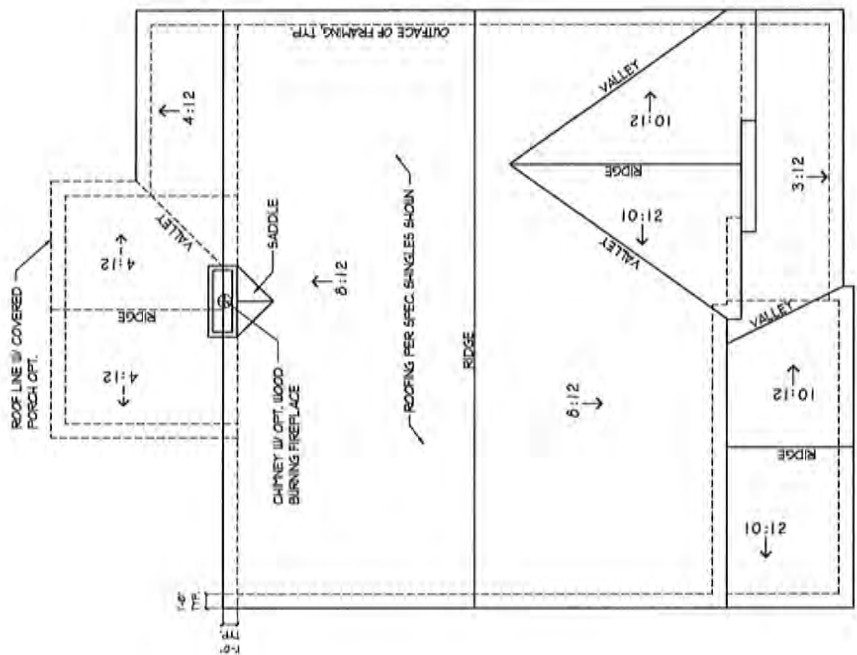
PROJECT TITLE

Summa Hunter
- H&H -
COUNTY BUCK
390 BRADDOCK RD.,
SUWANEE, GA 30024

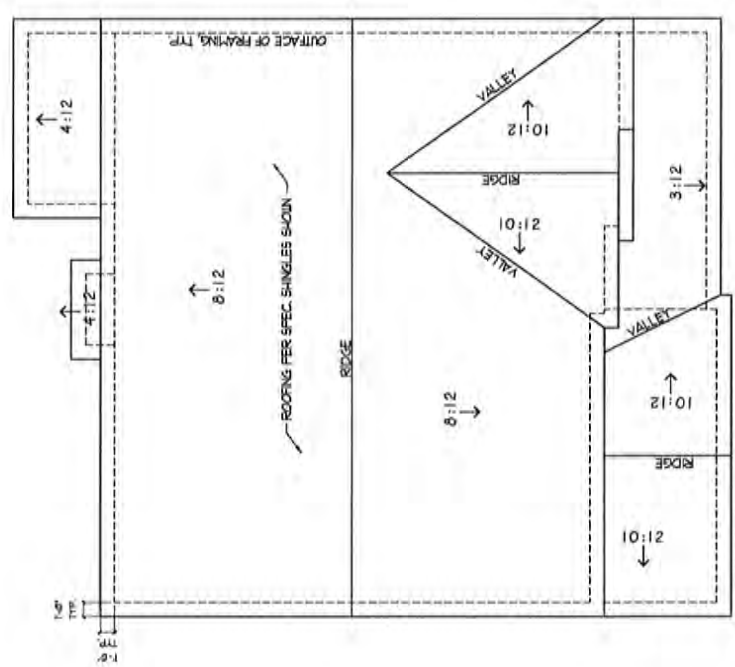
PROJECT NAME:
THE FARMINGTON
GEORGIA ESTATES

DESIGNER:
VIEWPOINT
DESIGN
4841 BELLE ESTATES RD.
SUWANEE, GEORGIA 30024
gc.viewpointdesign@gmail.com
PHONE: (404) 518-0956

NO.	DESCRIPTION	DATE



2. Roof Plan w/ Opt. Covered Porch
SCALE: 1/4" = 1'-0"



1. Roof Plan - Standard
SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION :	DATE :

DESIGNER :
VIEWPOINT DESIGN
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE: (404) 518-0956
 SC.viewpointdesign@gmail.com

PROJECT NAME :
THE FARMINGTON
 GEORGIA ESTATES

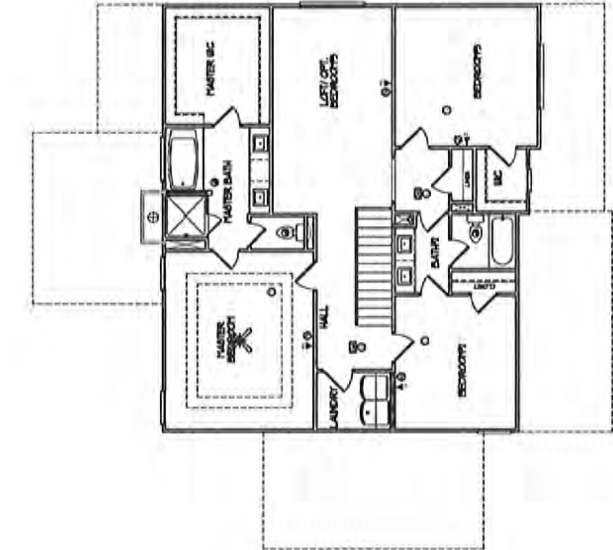
CLIENT BUCKER
Southern Farming
 3700 BROGDON RD.,
 SUWANEE, GA 30024

DATE: 3/20/2022
 SCALE: AS NOTED
 DRAWN BY: GJC
 SHEET NO.: 2022 - 1001
 SHEET: **A7.1**

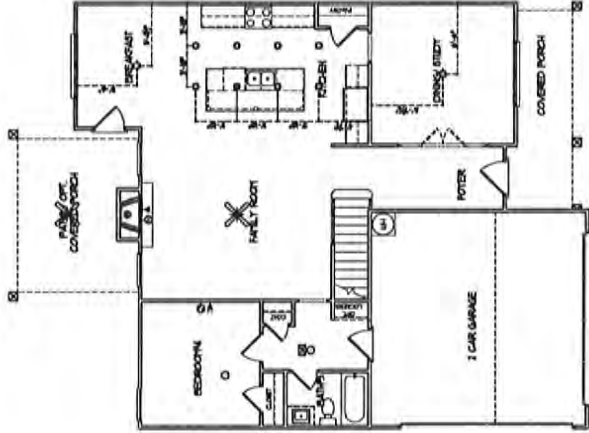
ELECTRICAL PLANS

ELECTRICAL LEGEND

	Gas Use		Normal Gas Light
	Hot Water		Special Light
	Decohive Panel		Not Installed Light
	Decohive Meter		Not Schemed
	Decohive Switch		Hummingbird Light w/ 7"
	Switch		Hummingbird Light w/ 7"
	3-Way Switch		Year Permitted Light
	4-Way Switch		Exhaust Fan
	Dimmer Switch		Exhaust Fan w/ Light
	Sillcock		Blowoff Fan w/ Year Permitted Light
	Storm Valve		Service Separator
	Random Valve		Central Accessible Terminator
	Single Pole Breaker		Termination
	Floor GFI		Direct Wire
	GFI		Power Jack
	GFI		Mobile Jack
	Water Proof GFI		Door Chime
	Water Proof GFI		Door Chime
	Water Proof GFI		Security Panel
	Water Proof GFI		Panel Light
	Water Proof GFI		Chime Fan w/ Light



2 Upper Level Electrical
 Not to scale



1 Main Level Electrical
 Not to scale

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NO.	DESCRIPTION	DATE

DESIGNER: **VIEWPOINT DESIGN**
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 PHONE (404) 518-0956
 RE: viewpointdesign@gmail.com

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 COMMERCIAL ARCHITECTURE & INTERIORS
 INTERIORS DESIGN
 PROJECT MANAGEMENT
 DESIGN-BUILD PROJECT MANAGEMENT
 CONSTRUCTION MANAGEMENT
 PROJECT ARCHITECTURE
 PROJECT MANAGEMENT
 PROJECT ARCHITECTURE
 PROJECT MANAGEMENT
 PROJECT ARCHITECTURE
 PROJECT MANAGEMENT

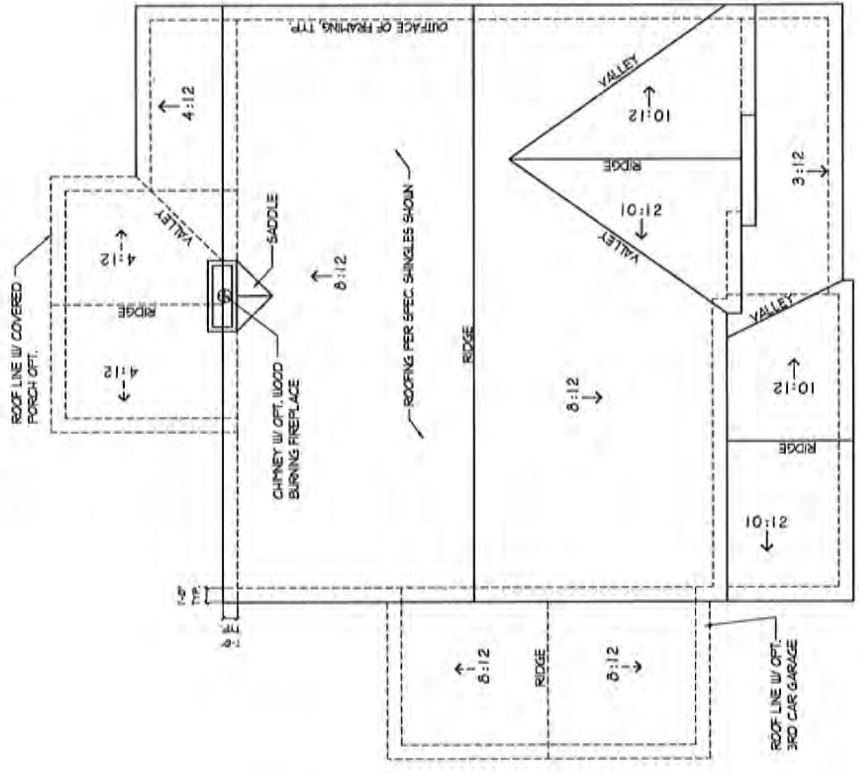
PROJECT NAME: **THE FARMINGTON**
 THE GEORGIA ESTATES

CONTRACTOR: **Summit Builders**
 11811
 180 BROOKWOOD RD.
 SUWANEE, GA 30024

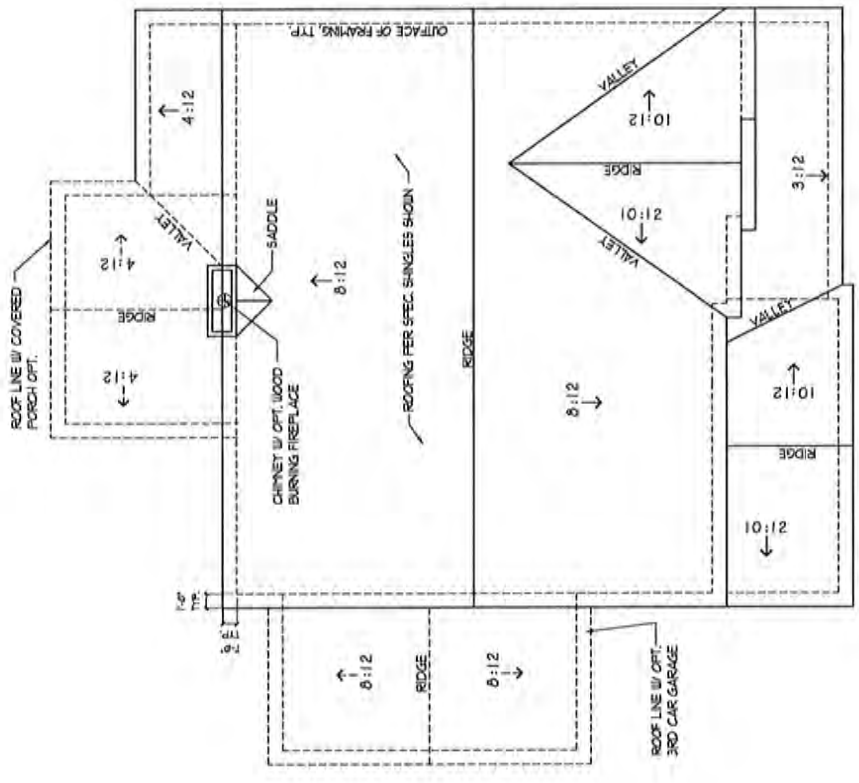
DATE: 5/28/2022
 DRAWN BY: AS NOTED
 CHECKED BY: GC
 SCALE: 3/32" = 1'-0"

ROOF PLANS
 W/ OPTIONS

A6.2

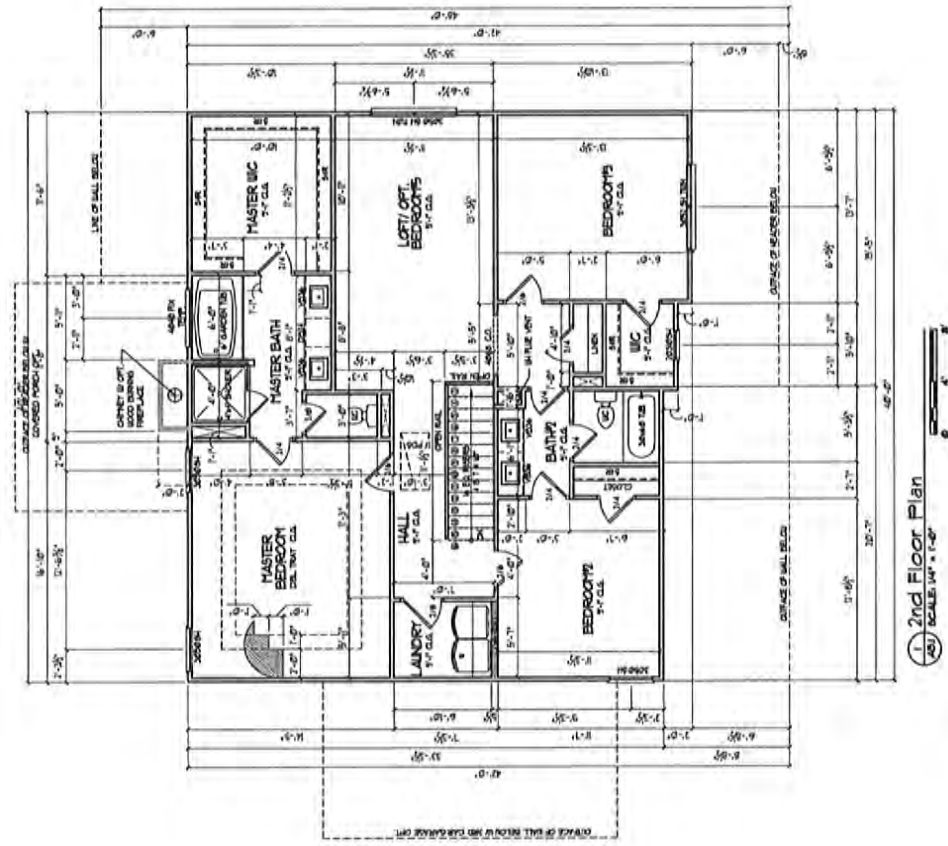


1. Roof Plan w/ 3rd Car Garage Opt - Front Entry
 SCALE 1/4" = 1'-0"

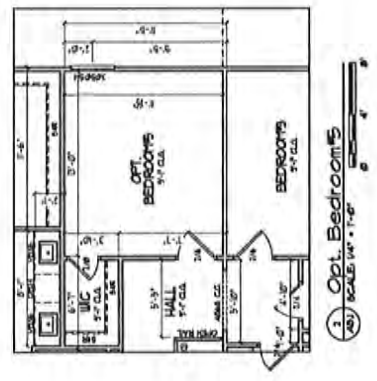


2. Roof Plan w/ 3rd Car Garage Opt - Side Entry
 SCALE 1/4" = 1'-0"

SQUARE FOOTAGE	
MAIN LEVEL	3,700
2ND FLOOR	3,077
TOTAL SQUARE	6,777
PERMITS	6,777
OPT. COVERED PORCH	234
OPT. 2ND FLOOR GARAGE	234



1. 2nd Floor Plan
 1/8" SCALE: 1/4" = 1'-0"



1. Opt. Bedroom 5
 1/8" SCALE: 1/4" = 1'-0"

A5.1

DATE: 3/20/2022
 AS NOTED
 QUANTITY: GC
 SHEET NO.: 2022 - 1041

MAIL LEVEL W/
 OPT. BONUS ROOM

COUNTY: DEKALB
 SUPERVISOR: [Name]
 389 BRIDGEMAN RD.,
 SUWANEH, GA 30082

PROJECT NAME:
 THE FARMINGTON
 GEORGIA ESTATES

DESIGNER:
 VIEWPOINT DESIGN
 4841 BELLE ESTATES RD.
 SUWANEH, GEORGIA 30024
 PHONE: (404) 518-0956
 gs.viewpointdesign@gmail.com

NO.	DESCRIPTION	DATE

NO.	DESCRIPTION:	DATE:

DESIGNER:
VIEWPOINT DESIGN
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 E-: viewpointdesign@gmail.com
 PHONE: (404) 518-0956

GENERAL CONTRACTOR: [REDACTED]
 ARCHITECT: [REDACTED]
 CONSULTING: [REDACTED]
 CONTRACT NO.: [REDACTED]
 PROJECT NO.: [REDACTED]
 SHEET NO.: [REDACTED]

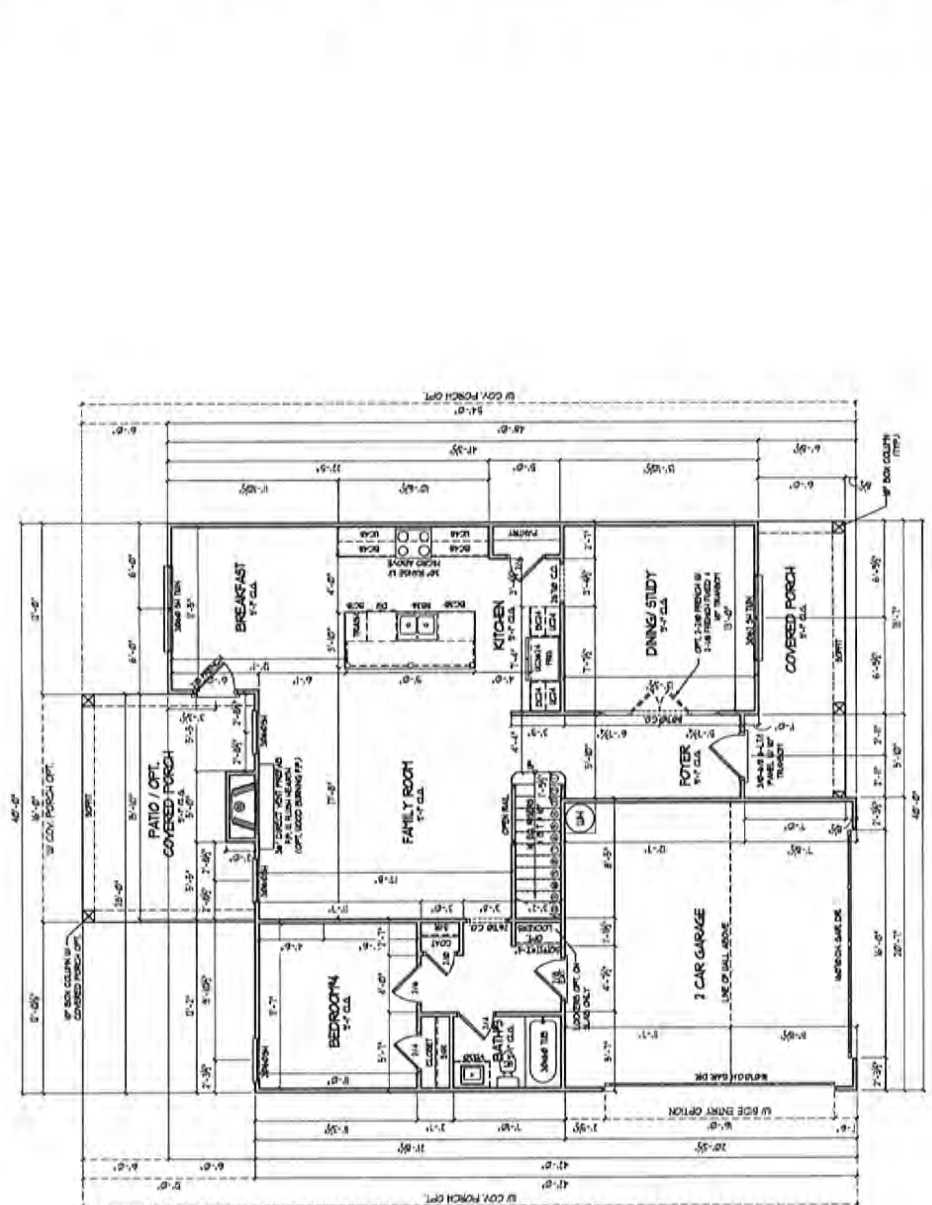
PROJECT NAME:
THE FARMINGTON
 GEORGIA ESTATES

OWNER:
 SMART HOMES REALTY
 100 BUCKINGHAM RD.
 SUWANEE, GA 30024

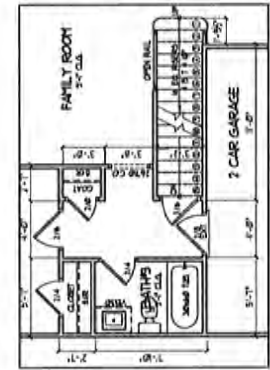
SHEET TITLE:
MAIN LEVEL FLOOR PLAN

DATE: 5/20/2022
 DRAWN BY: CC
 CHECKED BY: [REDACTED]
 DATE: 2022-10-01
A4.1

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ROOM	SQUARE FOOTAGE	UNIT
FULL LEVEL	1,200	SQ FT
TOTAL AREA	1,200	SQ FT
NET AREA	1,000	SQ FT
NET COVERED PORCH	100	SQ FT
NET CAR GARAGE	100	SQ FT



1 Stairs on Basement Condition
 SCALE: 1/8" = 1'-0"

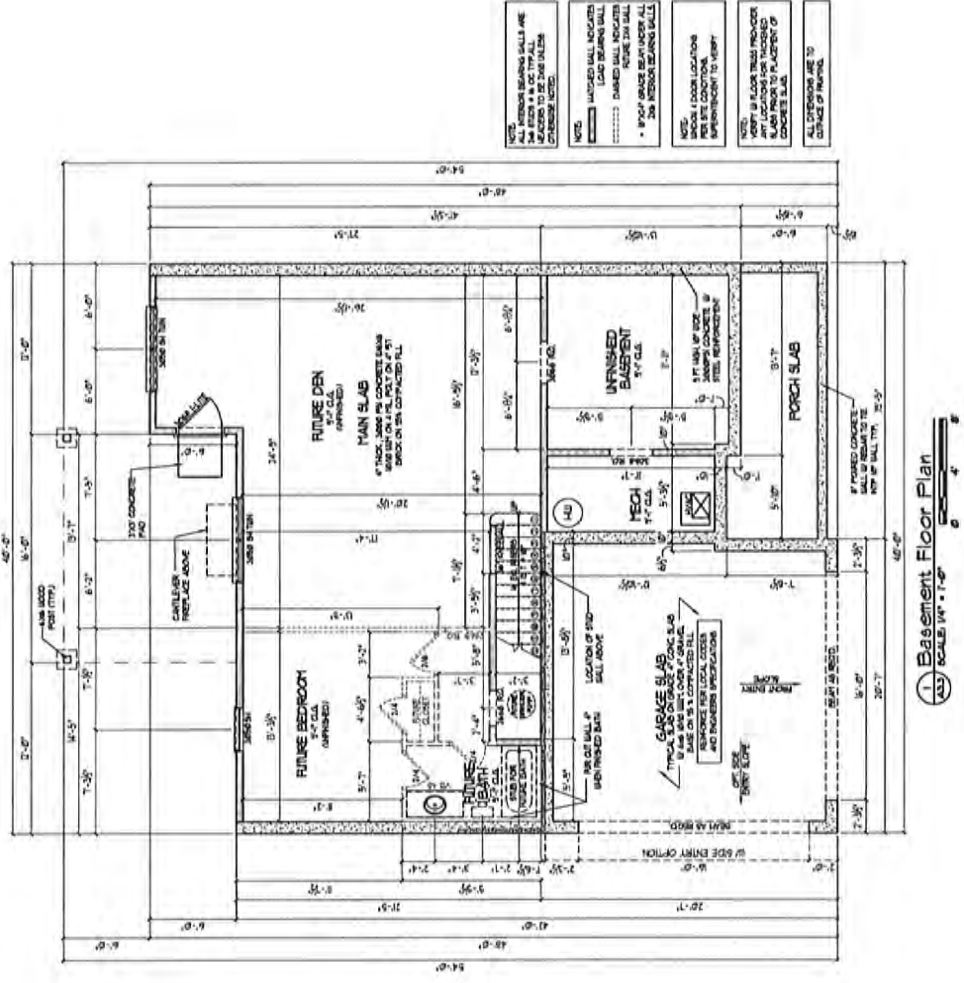
Sheet	A3.3
Date	12/29/2022
Drawn By	UC
Check By	UC
Rev No.	2022 - 1001

BASMENT PLAN

PROJECT NAME: THE FARMINGTON GEORGIA ESTATES

DESIGNER: VIEWPOINT DESIGN
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE: (404) 518-0956
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NO.	
DESCRIPTION:	
DATE:	



NO.	DESCRIPTION	DATE

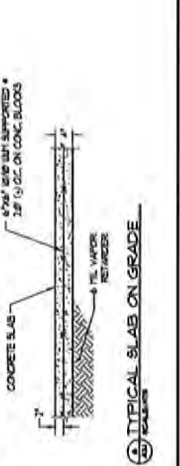
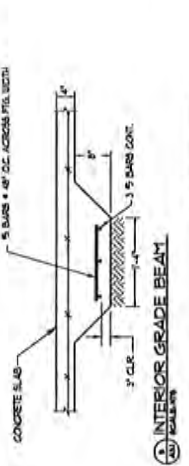
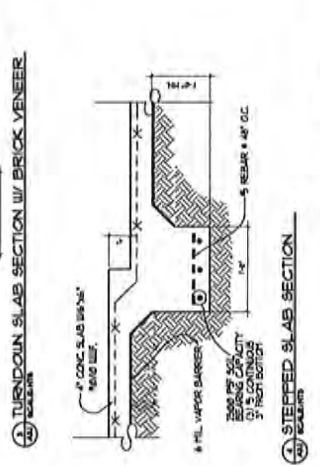
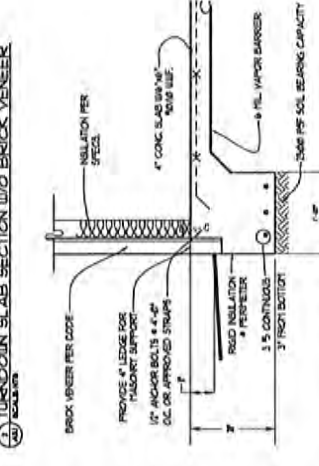
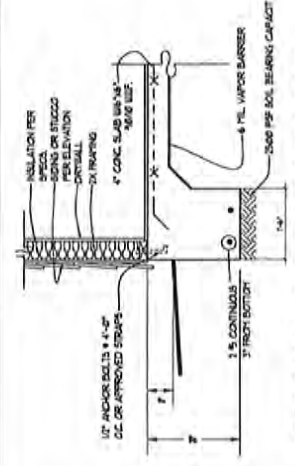
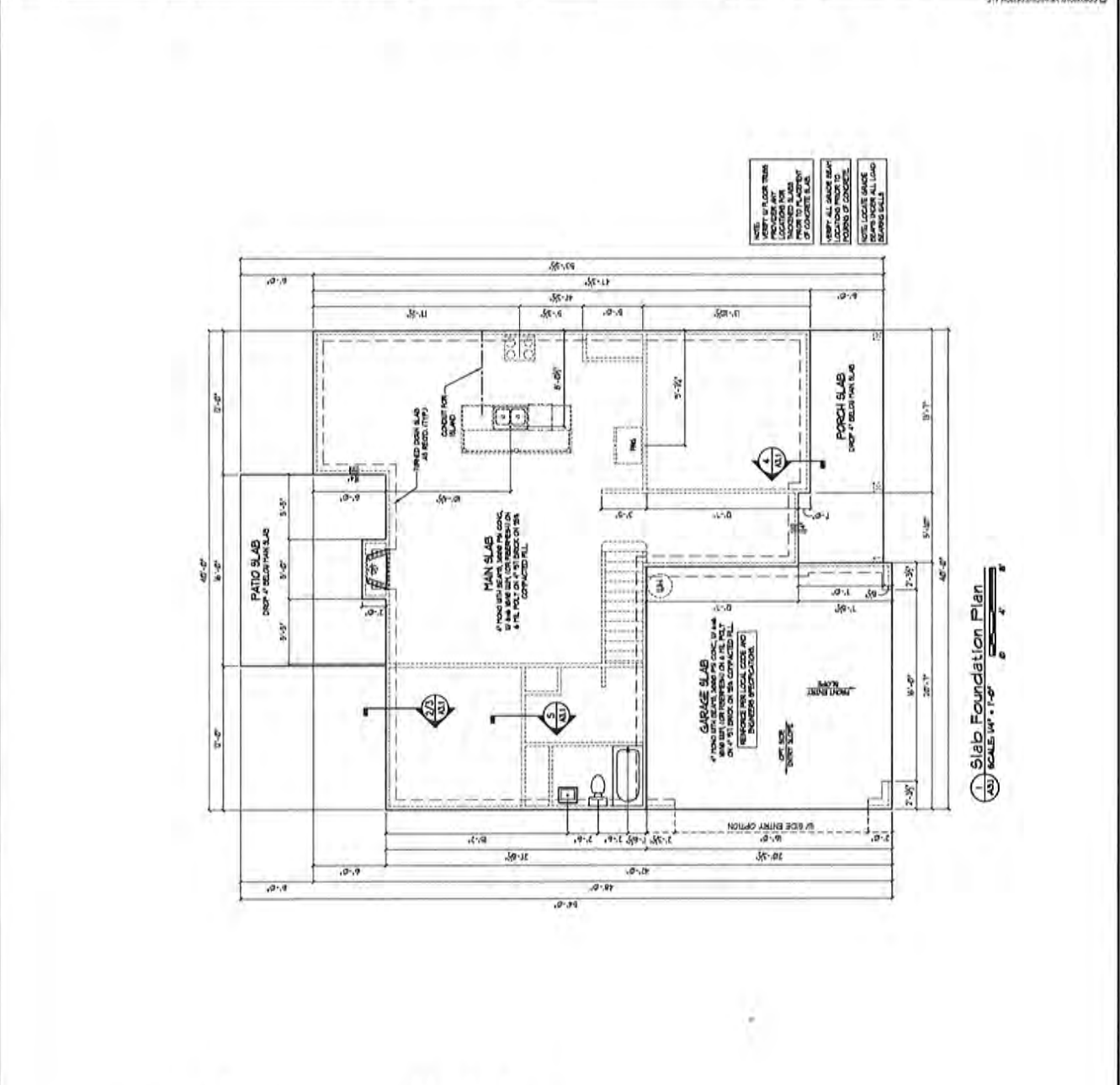
DESIGNER: **VIEWPOINT DESIGN**
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 EC.viewpointdesign@gmail.com
 PHONE (404) 518-0956

PROJECT NAME: **THE FARMINGTON**
 GEORGIA ESTATES

PROJECT NO.: 2022-1001
 DATE: 3/20/2022
 DRAWN BY: GJC
 CHECKED BY: GJC

370 BROOKHURST RD.
 SUWANEE, GA 30024

SLAB PLAN
 SHEET NO. **A3.1**



NO.	DESCRIPTION	DATE

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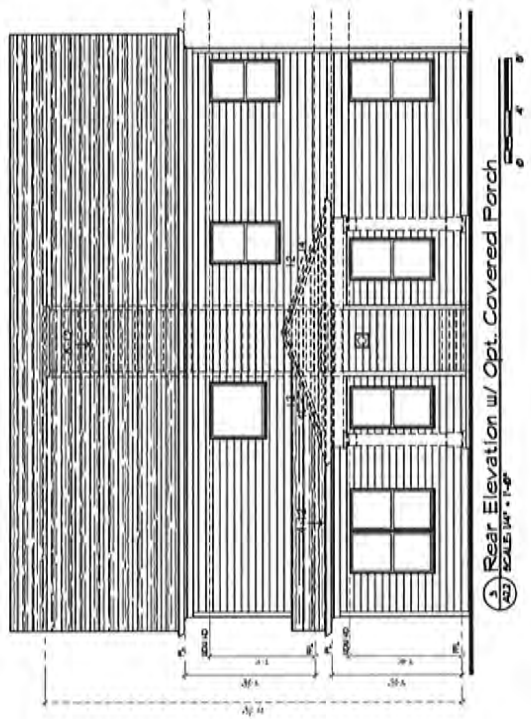
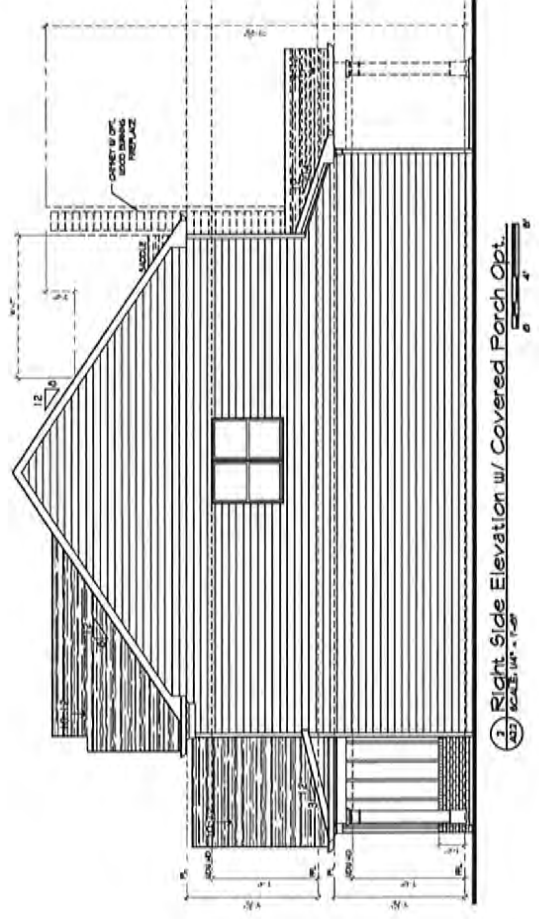
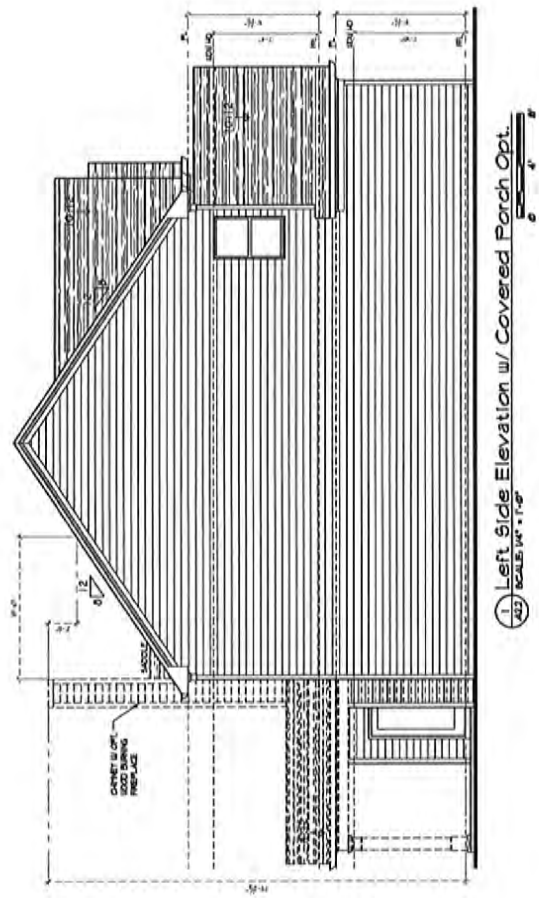
PROJECT NAME:
THE FARMINGTON
 GEORGIA ESTATES

CLIENT ADDRESS:
Sumner Group
 11111
 100 W. GUYTON RD.
 SUWANEE, GA 30024

SHEET TITLE:
 SIDES& REAR W/
 COV. PORCH OPT.

DATE: 5/20/2022
 DRAWN BY: AS NOTED
 CHECKED BY: QC
 JOB NO.: 2022-1001

A2.2



NO.	DESCRIPTION	DATE

DESIGNER: **VIEWPOINT DESIGN**
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE (404) 518-0956
 PROJECT NO: 2023-1001

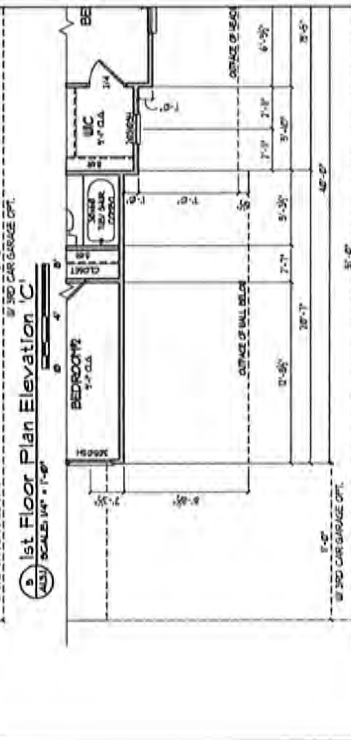
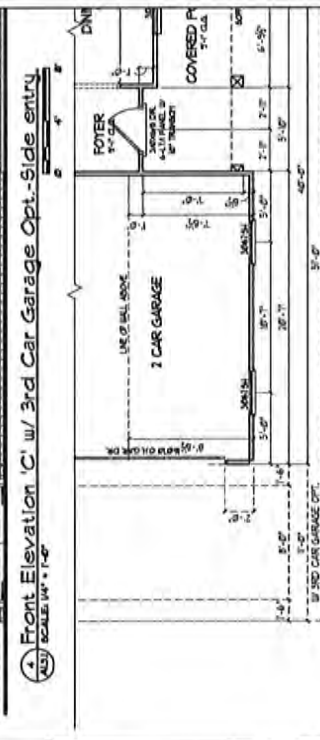
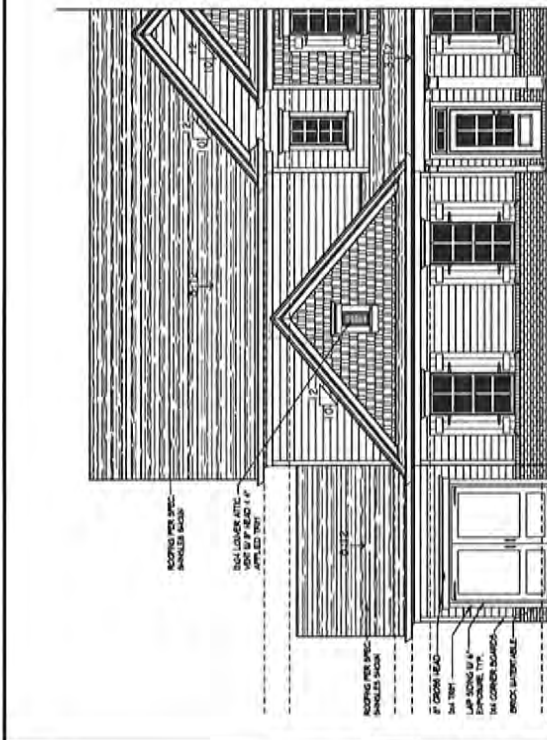
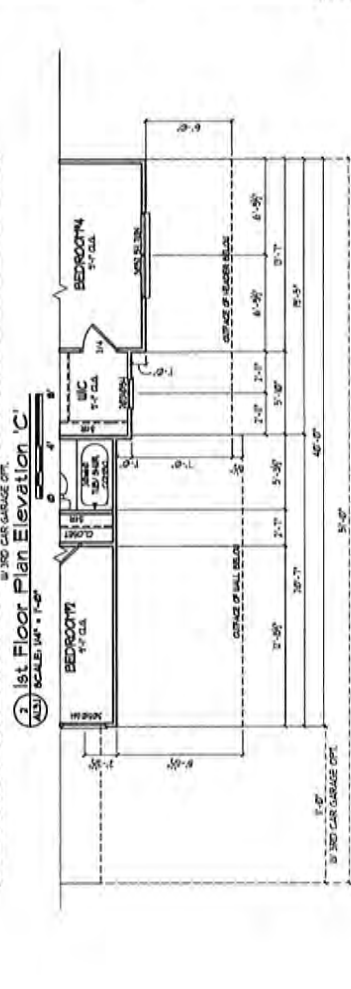
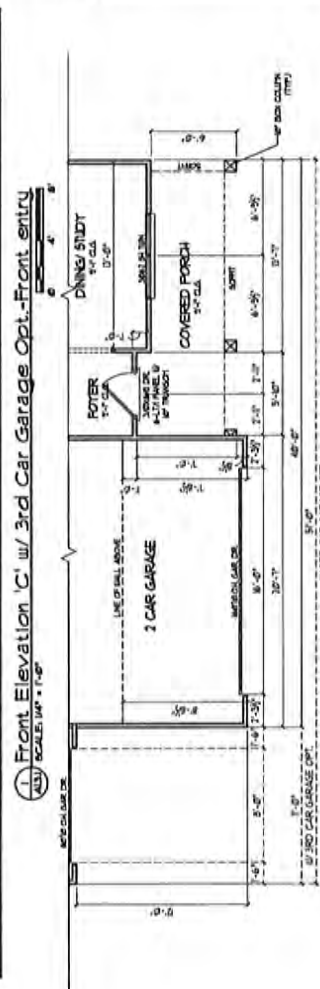
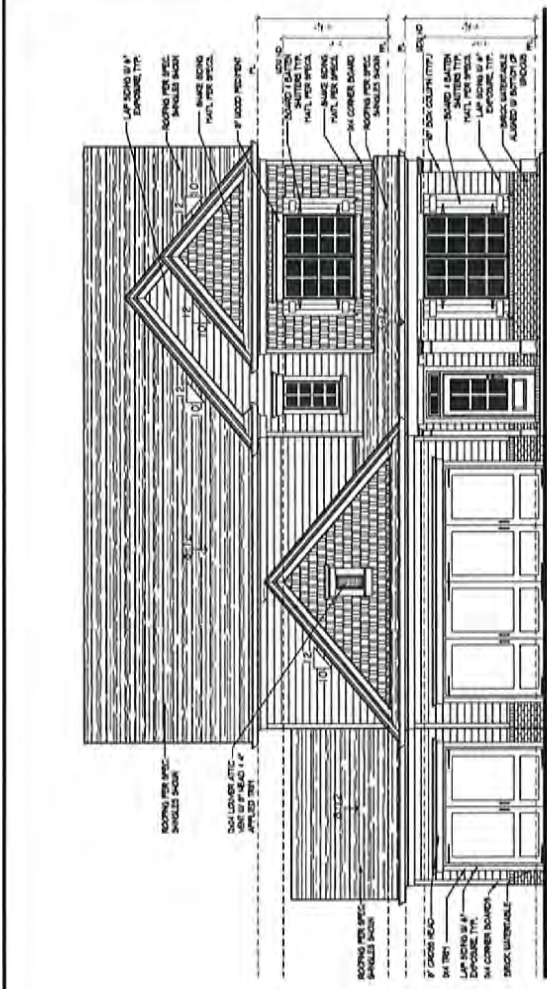
PROJECT NAME: **THE FARMINGTON**
 GEORGIA ESTATES

CLIENT: **SUMMIT HOMES**
 11111
 11111 BELLEGEON RD.
 SUWANEE, GA 30024

DATE: 5/20/2024
 DRAWN BY: GC
 SCALE: 1/8" = 1'-0"

SHEET TITLE:
ELEVATION 'C'
W/ GARAGE OPT

A1.3.1



NO.	DESCRIPTION	DATE

DESIGNER: **VIEWPOINT DESIGN**
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE (404) 518-0956
 SEVIEWPOINTDESIGN@gmail.com

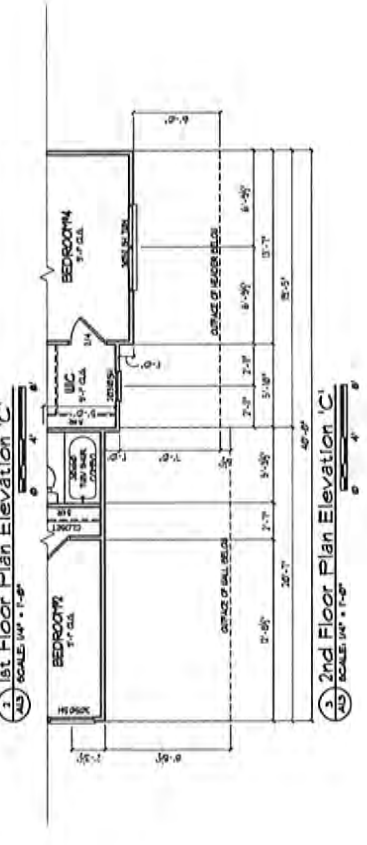
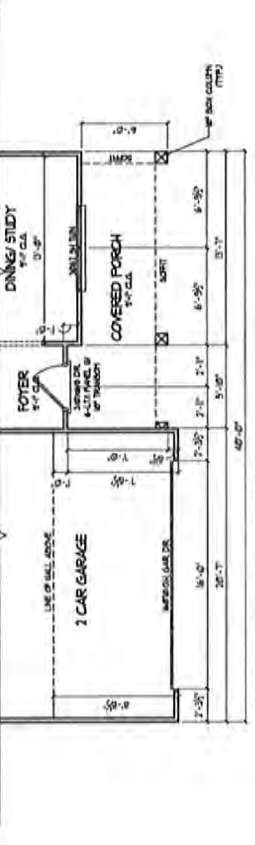
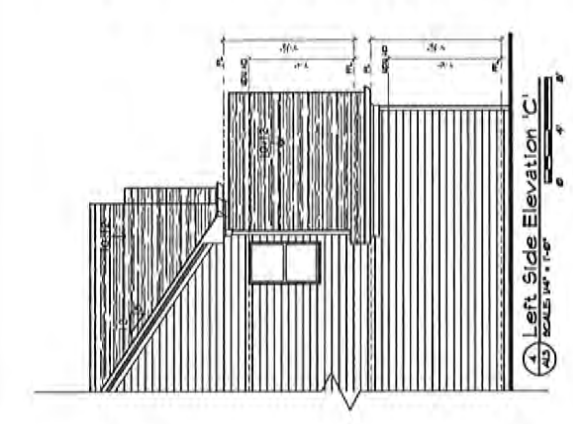
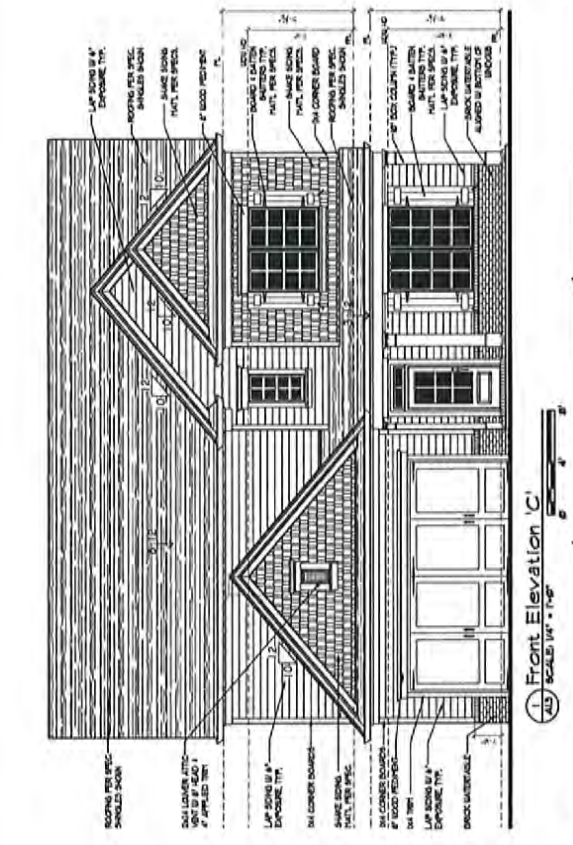
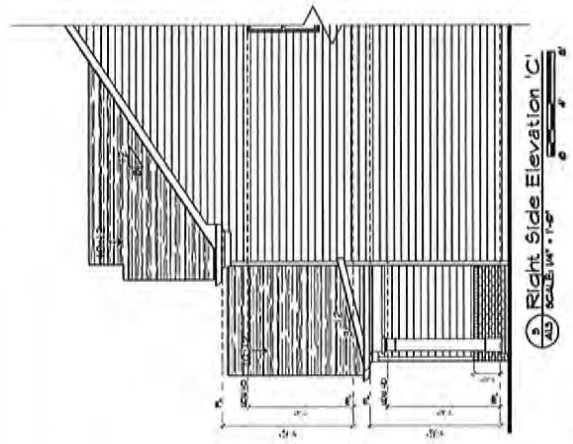
CONTRACTOR: **THE FARMINGTON**
 310 BRANTON RD.
 SUWANEE, GA 30024

PROJECT NAME: **THE FARMINGTON**
 GEORGIA ESTATES

DATE: 5/20/2022
 DRAWN BY: UC
 CHECKED BY: UC
 DATE: 2022-1-1001

PROJECT TITLE: **ELEVATION 'C' FRONT ENTRY**

Sheet: **A1.3**



NO.	DESCRIPTION	DATE

DESIGNER :
VIEWPOINT DESIGN
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PC: viewpointdesign@gmail.com
 PHONE: (404) 518-0956

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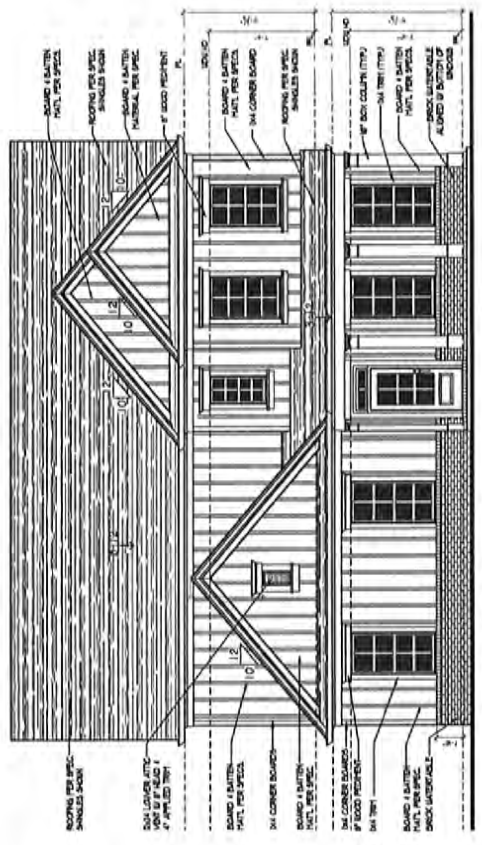
PROJECT NAME:
THE FARMINGTON
 GEORGIA ESTATES

CLIENT ADDRESS:
Sumner Building
 1813 E. 11th St.
 480 WILCOX RD.
 SUWANEE, GA 30024

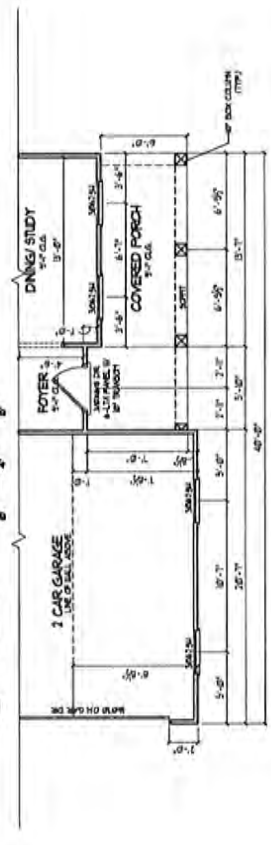
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**ELEVATION 'B'
 SIDE ENTRY**

Date: 7/20/2022
 Status: AS NOTED
 Drawn By: UC
 Job No.: 2022 - 1001
 Date:

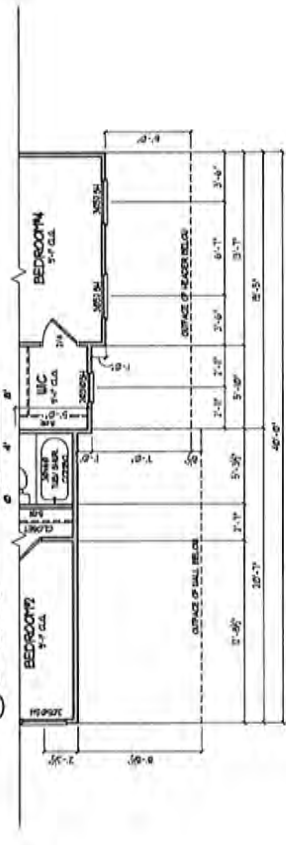
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A1.2



1 Front Elevation 'B'
 1/4" = 1'-0"



1 1st Floor Plan Elevation 'B'
 1/4" = 1'-0"



1 2nd Floor Plan Elevation 'B'
 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

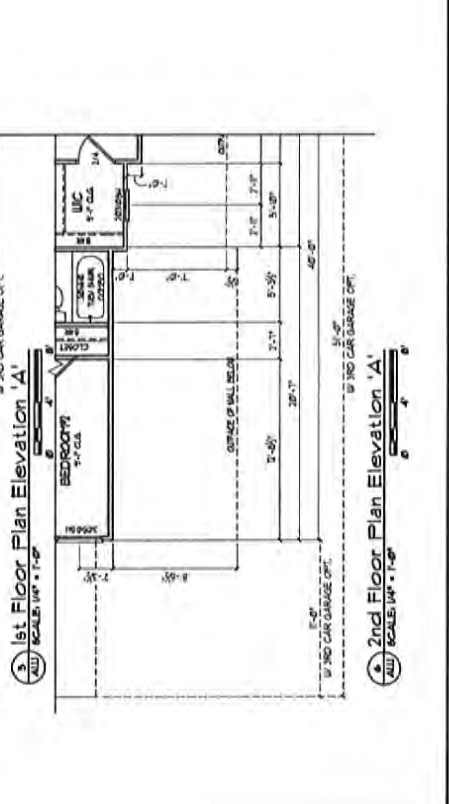
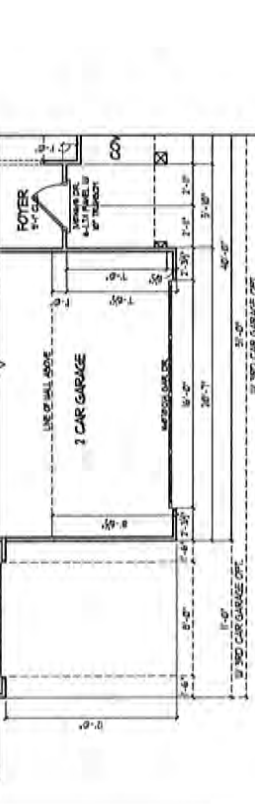
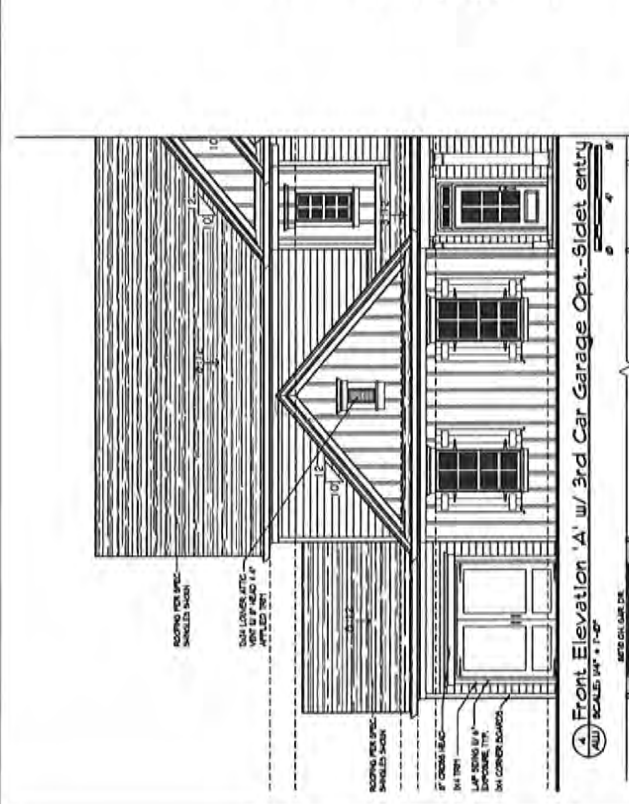
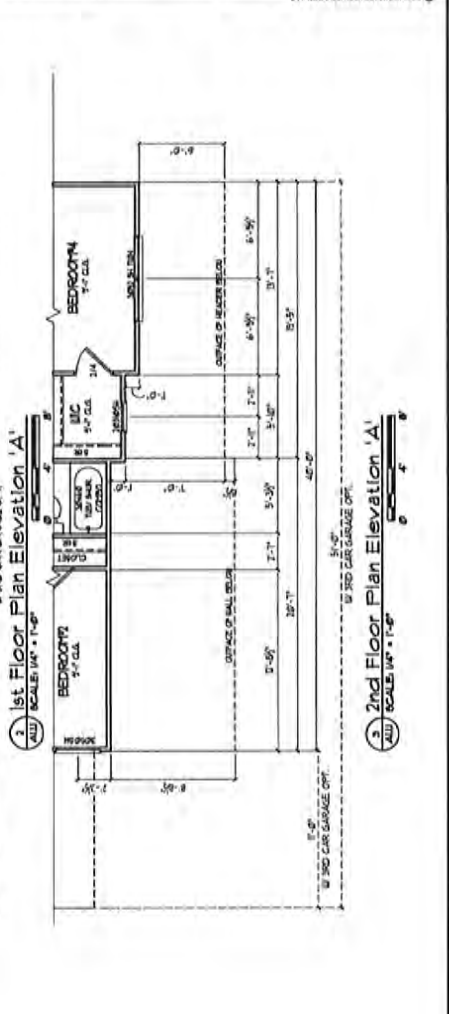
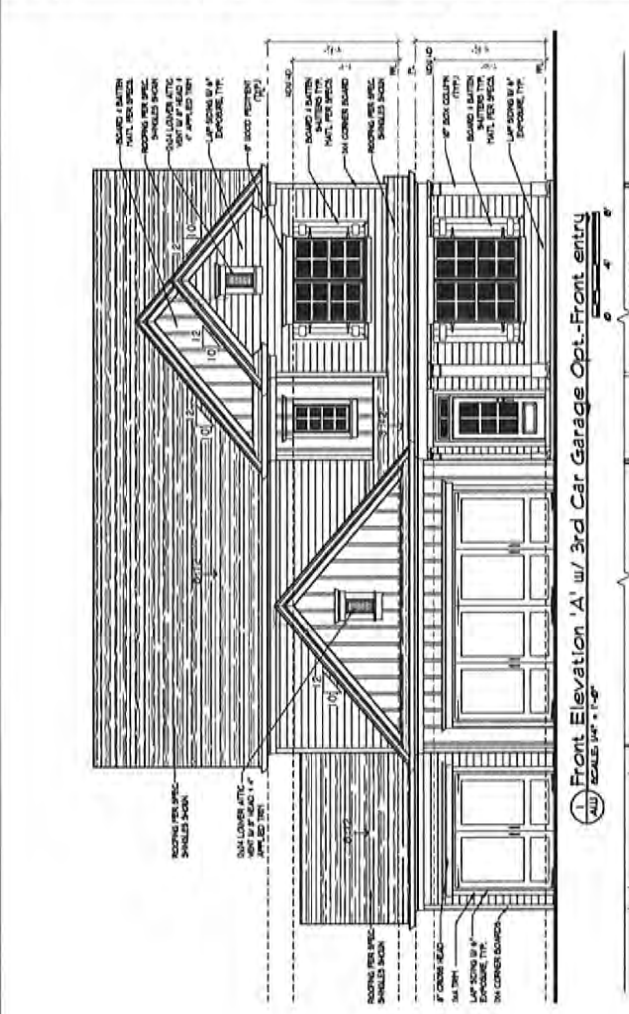
DESIGNER: **VIEWPOINT DESIGN**
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE: (404) 518-0956
 FCVIEWPOINTDESIGN@GMAIL.COM

PROJECT NAME: **THE FARMINGTON**
 GEORGIA ESTATES

PROJECT NO.: 2022-1001
 DATE: 5/20/2022
 DRAWN BY: J.C.
 CHECKED BY: J.C.

PROJECT TITLE: **ELEVATION 'A' W/GARAGE OPT**

SCALE: 1/8" = 1'-0"



NO.	DESCRIPTION	DATE

DESIGNER:
VIEWPOINT DESIGN
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PC-viewspointdesign@gmail.com
 PHONE: (404) 518-0956

CONTRACTOR:
 SOUTHWEST BUILDING GROUP, INC.
 2005 WINDY HILL DR., SUITE 200
 ATLANTA, GA 30328
 404-525-1111
 WWW.SOUTHWESTBUILDINGGROUP.COM

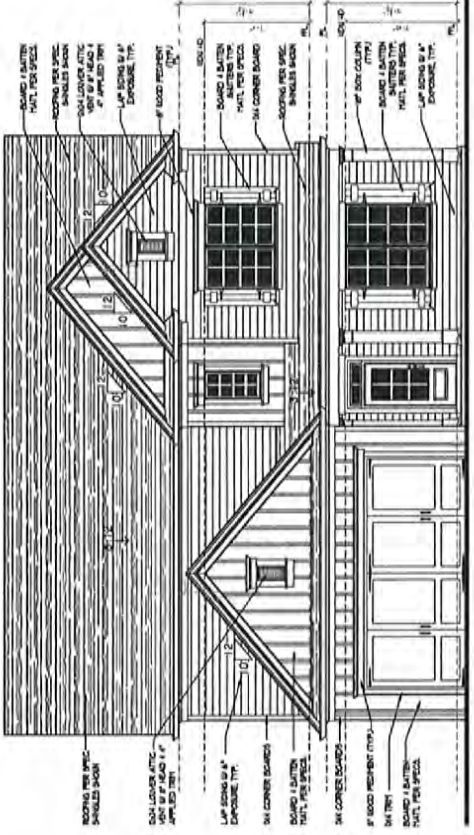
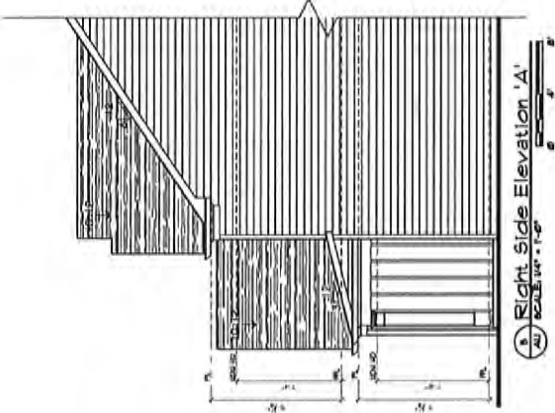
PROJECT NAME:
THE FARMINGTON
 GEORGIA ESTATES

COUNTY: DEKALB
 SHEPHERD BUILDING GROUP
 300 BUCKLEBUSH RD.
 LAWRENCEVILLE, GA 30046

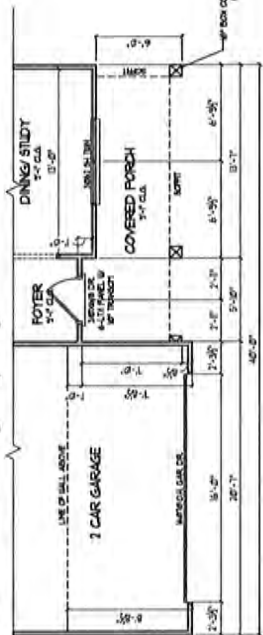
SHEET TITLE:
**ELEVATION 'A'
 FRONT ENTRY**

DATE: 5/20/2022
 DRAWN BY: JUC
 CHECKED BY: JUC
 JOB NO.: 2022-1001
 DRAWN BY: **A1.1**

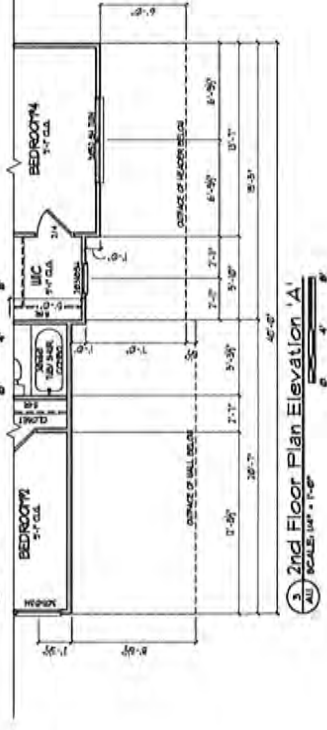
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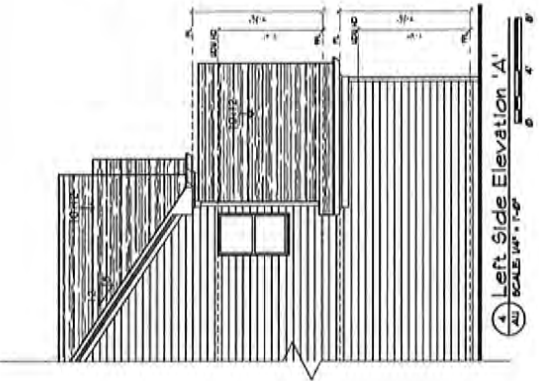
1
 AU
Front Elevation 'A'
 SCALE: 1/8" = 1'-0"



2
 AU
1st Floor Plan Elevation 'A'
 SCALE: 1/8" = 1'-0"

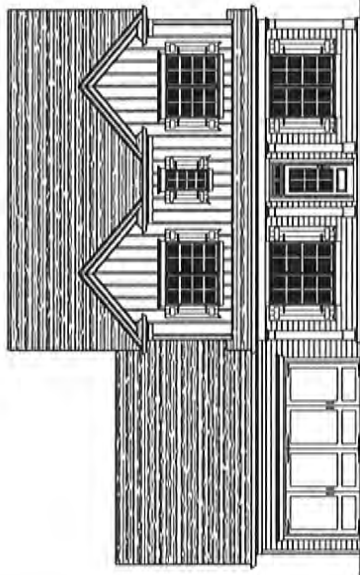


3
 AU
2nd Floor Plan Elevation 'A'
 SCALE: 1/8" = 1'-0"

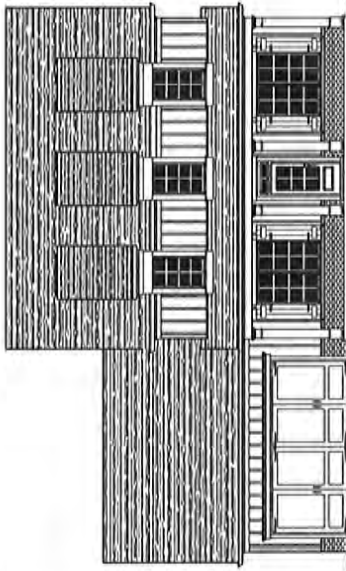


THE LAKEHURST

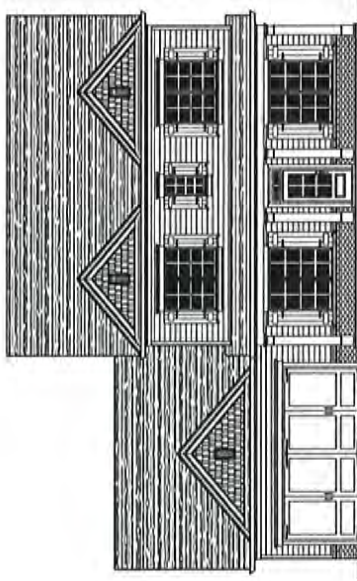
GEORGIA ESTATES



ELEVATION A



ELEVATION B



ELEVATION C

BUILDING CODE ANALYSIS

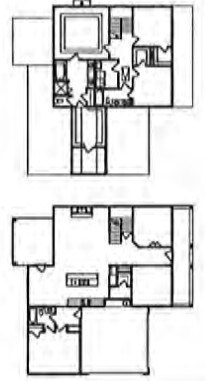
USE GEORGIA CODES UNLESS INDICATED OTHERWISE.
 SINGLE FAMILY DWELLING
 3 STORY MAXIMUM HEIGHT 35 FT.
 EGRESS OR RESCUE UNDOORS FROM SLEEPING ROOMS SHALL HAVE A MINIMUM OF 5.7 SQ. FT.
 UP OPTION DO. GULL. I CEILING
 W/ 10 MINUTE GARAGE HOUSE DOOR
 LIVE LOAD
 SLEEPING + 30 PSF
 NON-SLEEPING + 40 PSF
 DEAD LOAD + 10 PSF
 BASIC WIND SPEED + 60 MPH
 STAIR LOAD + 40 PSF
 WIND RESISTANCE PER IRC 602.10.2
 LATERAL SOIL PROVISIONS + 30 PSF (AS SHOWN)
 100% OF 100% WIND FREE AREA RATIO
 ROOF LOAD ON 12 IN. X 12 IN. TRUSS + 33.95 PROVIDED
 ROOF LOAD ON 24 IN. X 24 IN. TRUSS AREALF + 24.95 PROVIDED
 SOFFIT WIND + 24 IN. X 24 IN. TRUSS AREALF + 24.95 PROVIDED

NOTE: VERIFY ALL APPLICABLE BUILDING CODES WITH STATE AND LOCAL JURISDICTION PRIOR TO CONSTRUCTION.

DRAWING INDEX

- C100 COVER SHEET
- A111 FRONT ELEVATION
- A112 FRONT ELEVATION
- A113 FRONT ELEVATION
- A114 FRONT ELEVATION
- A115 FRONT ELEVATION
- A116 FRONT ELEVATION
- A117 FRONT ELEVATION
- A118 FRONT ELEVATION
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- A197 FRONT ELEVATION
- A198 FRONT ELEVATION
- A199 FRONT ELEVATION
- A200 FRONT ELEVATION

FLOOR PLANS



AREA CALCULATION

ITEM	DESCRIPTION	AREA
1	FRONT PORCH	100
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3	FRONT PORCH	100
4	FRONT PORCH	100
5	FRONT PORCH	100
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100	FRONT PORCH	100

NO.	DESCRIPTION	DATE

DESIGNER: **VIEWPOINT DESIGN**
 4841 BELLE ESTATES RD.
 SUVANNEE, GEORGIA 30024
 PROJECT MANAGER: **tyg@vpoint.com**
 PHONE: (404) 518-0956

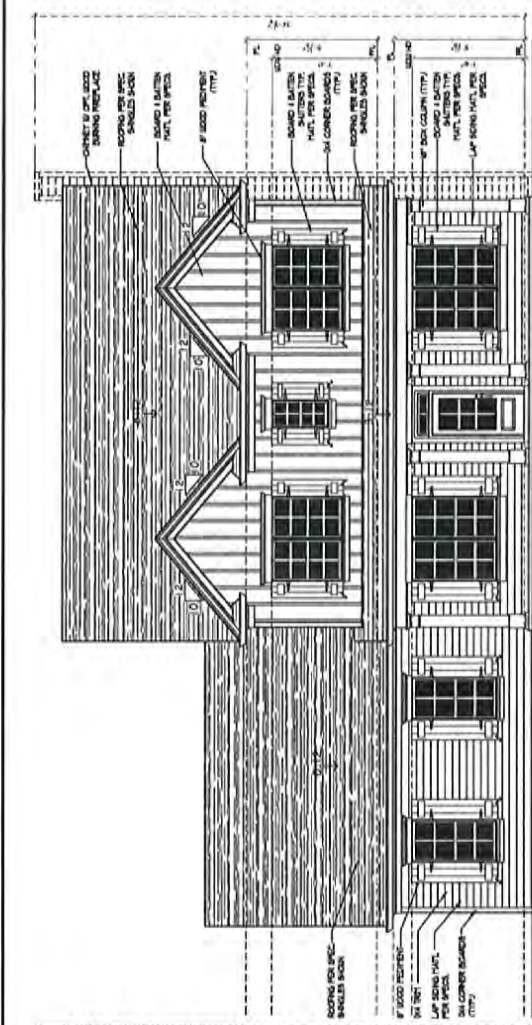
PROJECT NAME: **THE LAKEHURST**
 GEORGIA ESTATES

CLIENT/BUILDER: **Sumner Homes**
 370 BUCKLEUP RD., SUWANNEE, GA 30024
 1118137

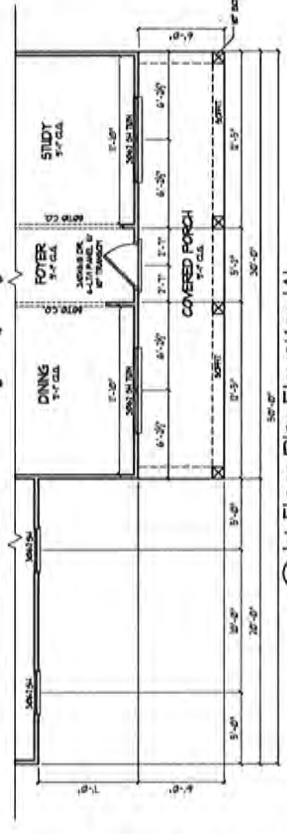
DATE: 1/20/2022
 DRAWN BY: AS NOTED
 CHECKED BY: GC
 SCALE: 2022 - 1:001

PROJECT TITLE: **ELEVATION 'A' SIDE ENTRY**

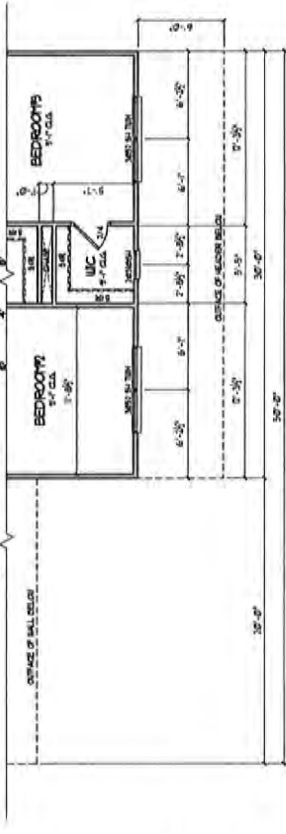
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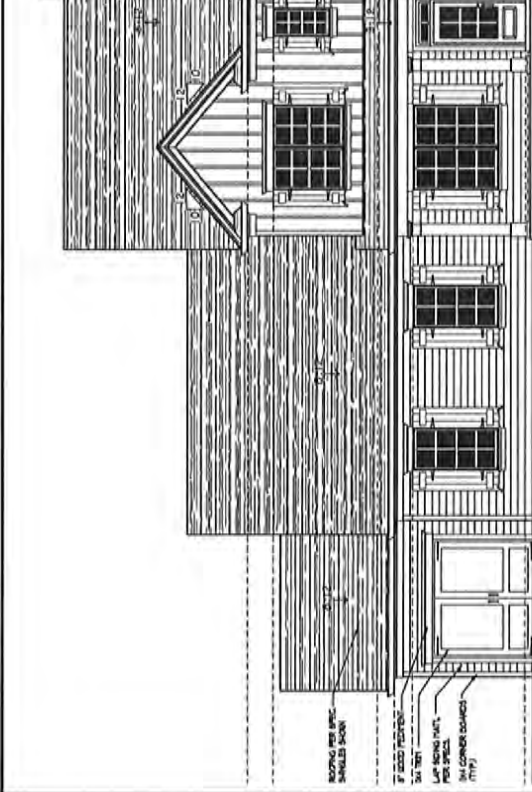
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 ALL SCALE: 1/4" = 1'-0"



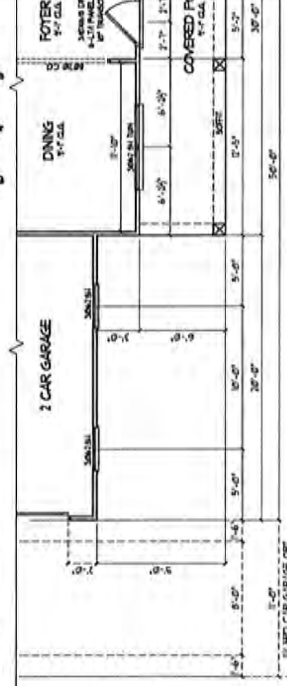
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 ALL SCALE: 1/4" = 1'-0"



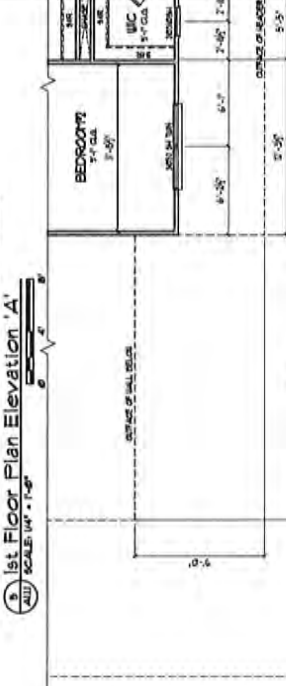
3. 2nd Floor Plan Elevation 'A'
 ALL SCALE: 1/4" = 1'-0"



4. Front Elevation 'A' w/ 3rd Car Garage Opt.-Side Entry
 ALL SCALE: 1/4" = 1'-0"



5. 1st Floor Plan Elevation 'A'
 ALL SCALE: 1/4" = 1'-0"



6. 2nd Floor Plan Elevation 'A'
 ALL SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

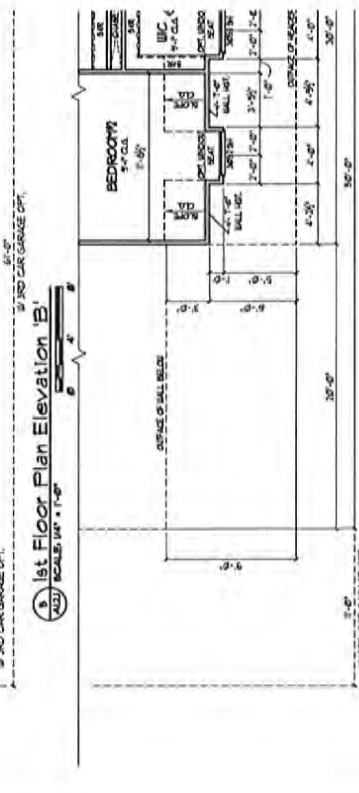
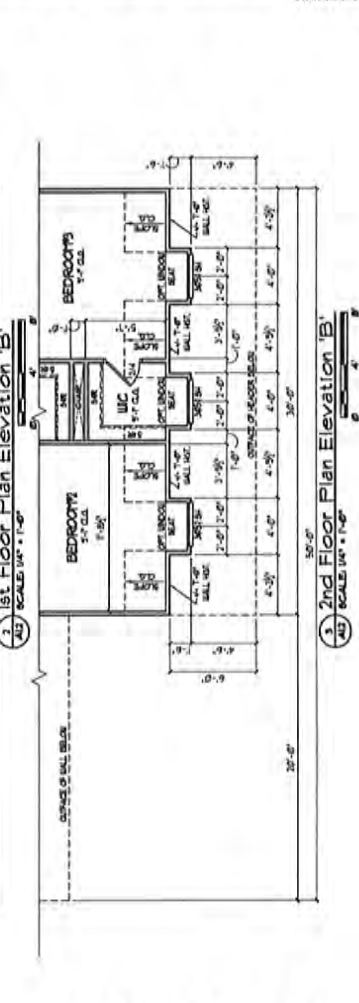
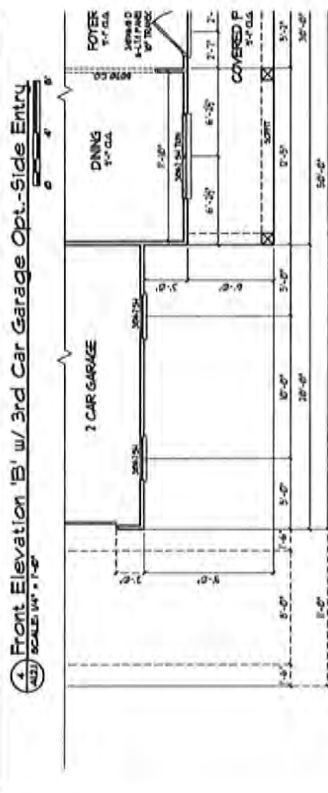
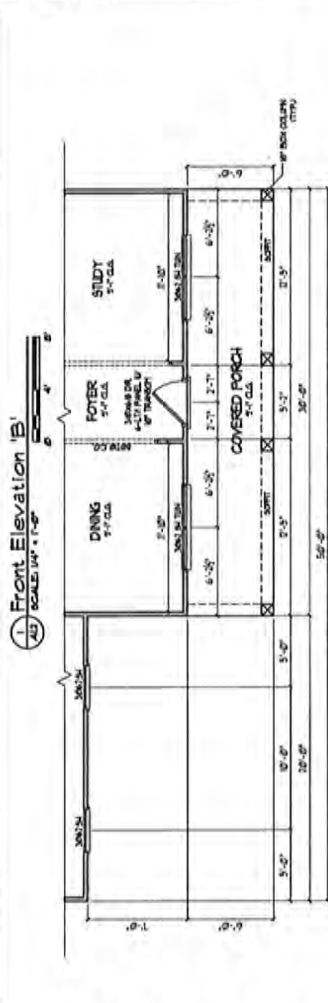
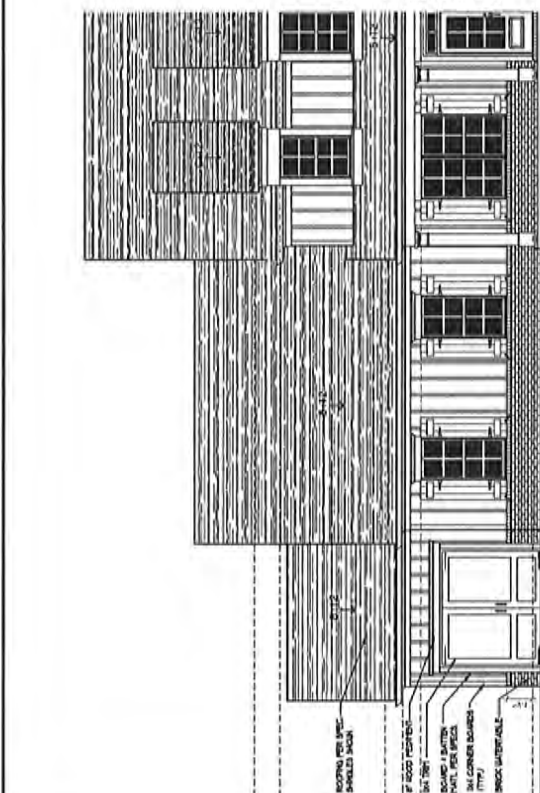
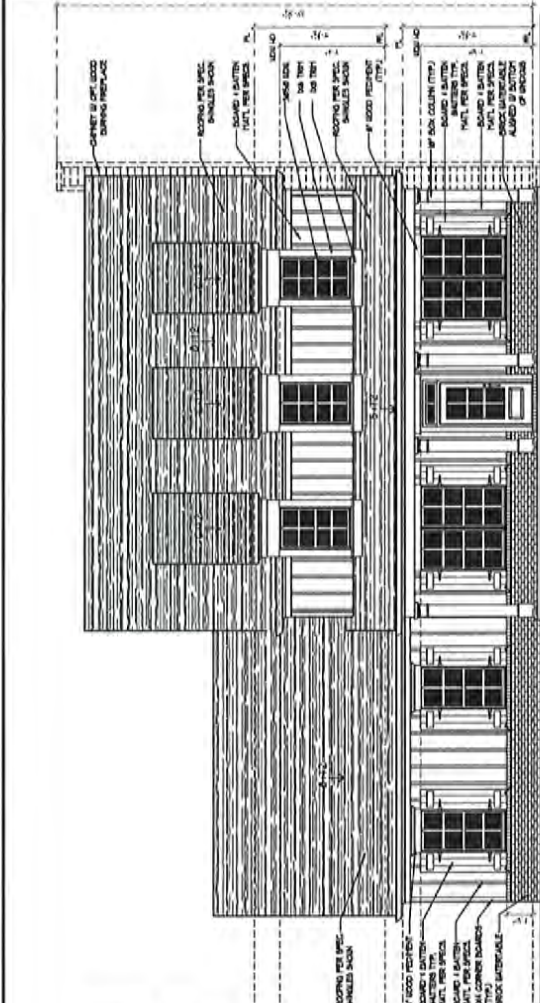
DESIGNER:
VIEWPOINT DESIGN
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE (404) 518-0956
 RCVIEWPOINTDESIGN@gmail.com

PROJECT NAME:
THE LAKEHURST
 GEORGIA ESTATES

CLIENT BACKER:
Sumner Hagan
 300 BRADGTON RD.,
 SUWANEE, GA 30024

DATE: 5/20/2022
 DRAWN: AS NOTED
 CHECKED BY: GC
 DATE: 2022-10-01
 SHEET: **A1.2.1**

ELEVATION 'B'
 SIDE ENTRY



NO.	DESCRIPTION	DATE

DESIGNER: **VIEWPOINT DESIGN**
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONES: (404) 518-0956
 GC: viewpointdesign@gmail.com

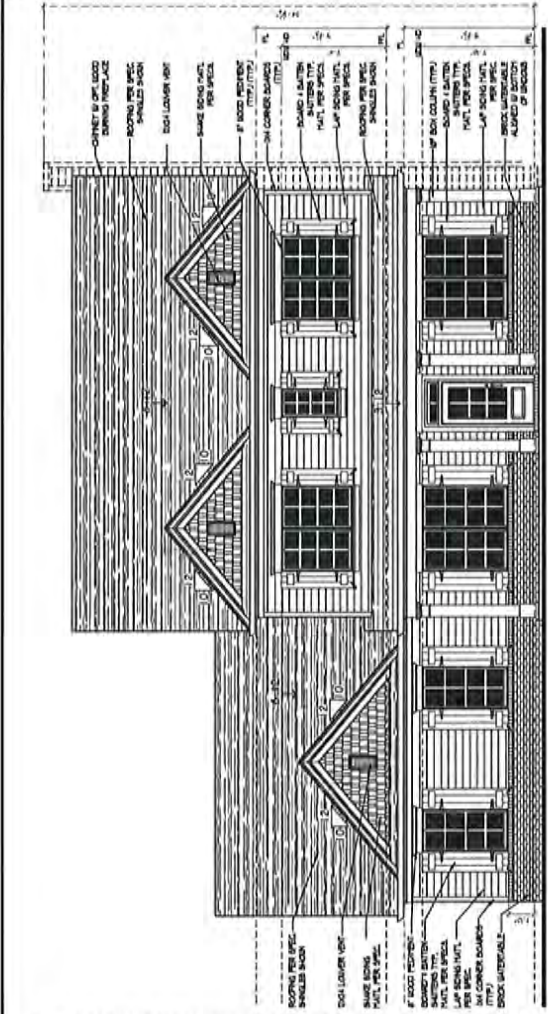
PROJECT NAME: **THE LAKEHURST**
 GEORGIA ESTATES

CLIENT/OWNER: **SWANER HOMES**
 370 BRIDGEMAN RD.,
 SUWANEE, GA 30024

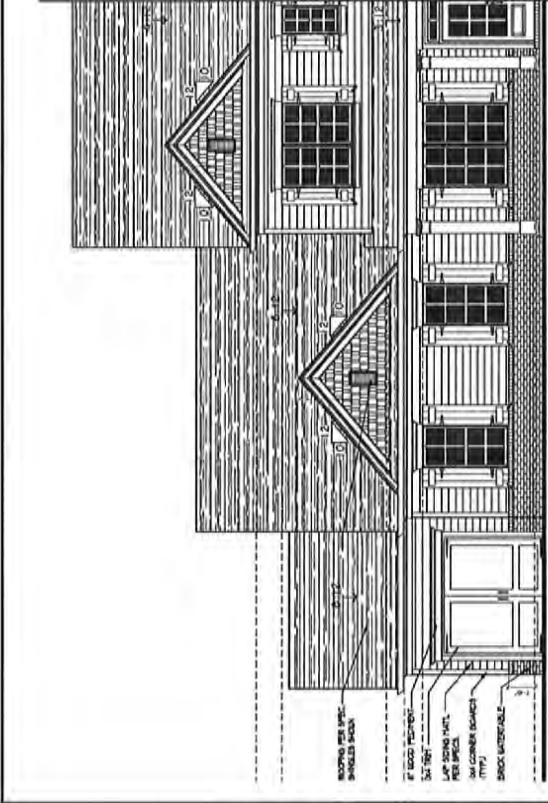
DATE: 5/20/2022
 DRAWN BY: AS NOTED
 CHECKED BY: GC
 JOB NO.: 2022-1-1001

ELEVATION 'C'
 SIDE ENTRY

A1.3.1



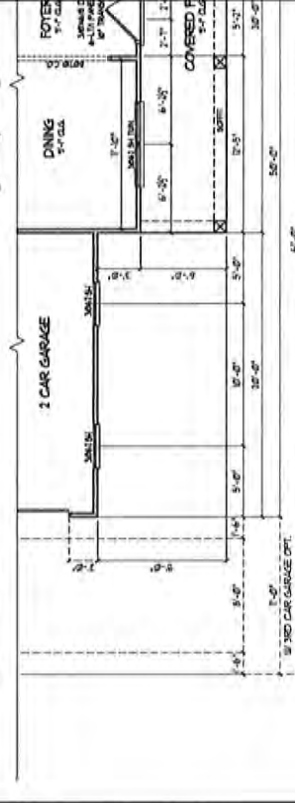
1 Front Elevation 'C'
 SCALE: 1/4" = 1'-0"



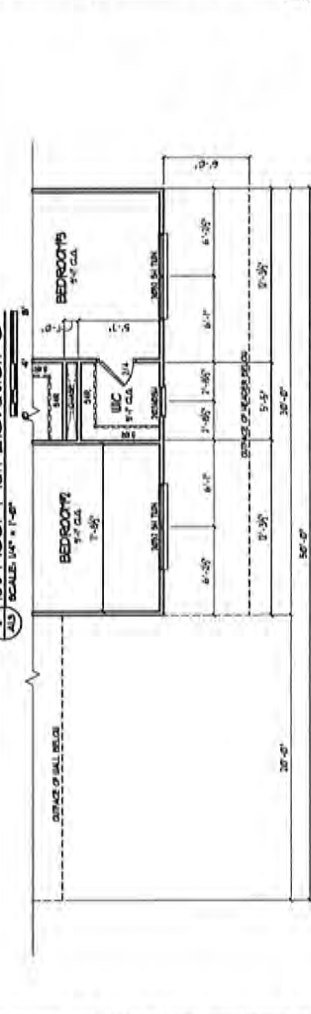
1 Front Elevation 'C' w/ 3rd Car Garage Opt.-Side Entry
 SCALE: 1/4" = 1'-0"



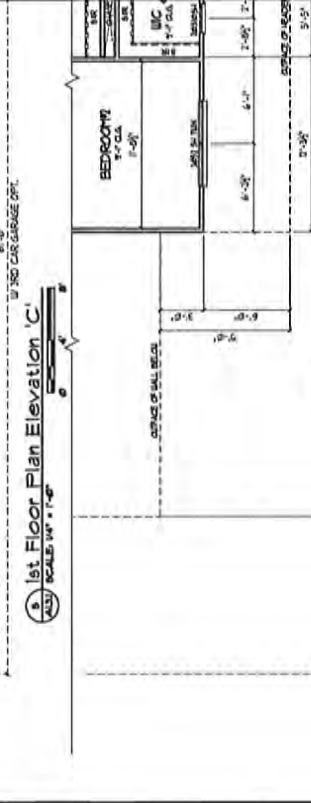
1 1st Floor Plan Elevation 'C'
 SCALE: 1/4" = 1'-0"



1 1st Floor Plan Elevation 'C'
 SCALE: 1/4" = 1'-0"



1 2nd Floor Plan Elevation 'C'
 SCALE: 1/4" = 1'-0"



1 2nd Floor Plan Elevation 'C'
 SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

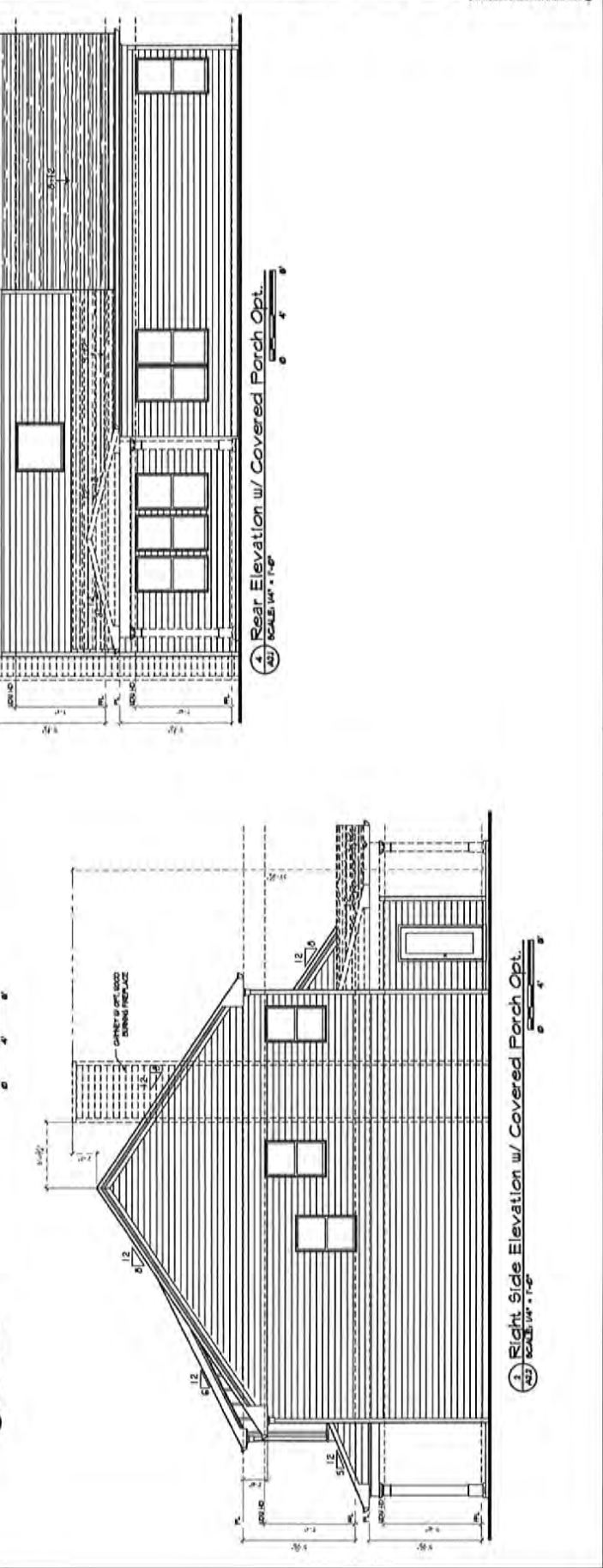
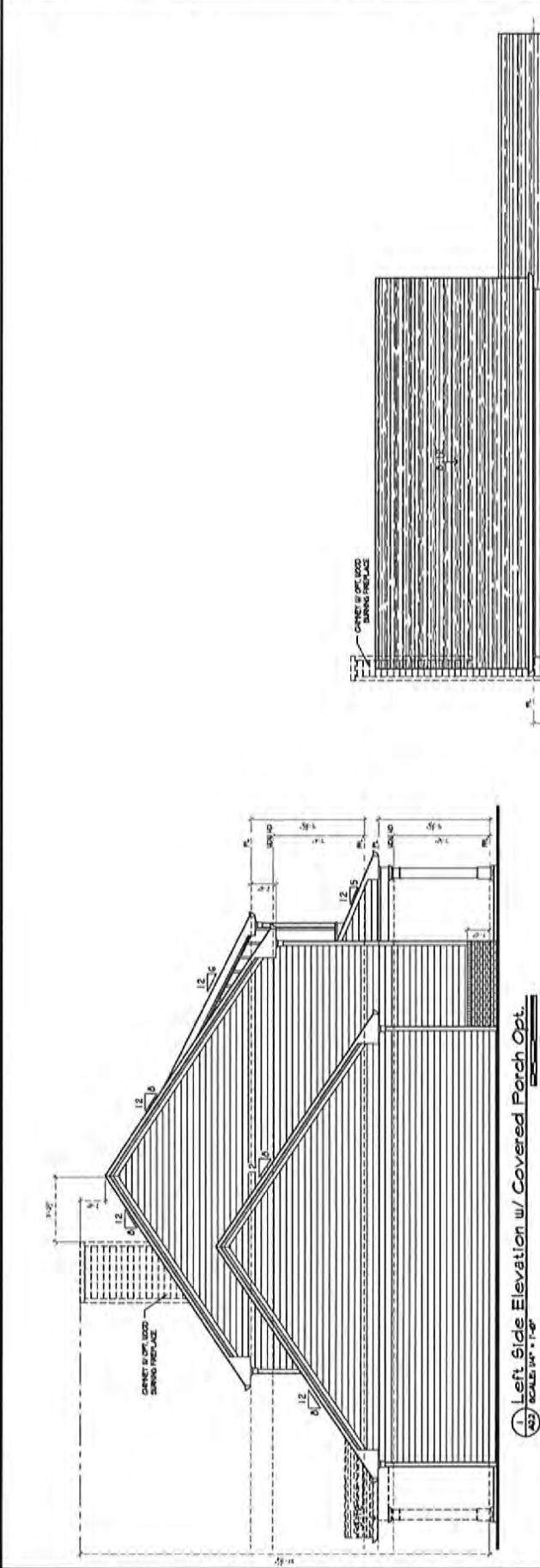
DESIGNER:
VIEWPOINT DESIGN
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 gc.viewpointdesign@gmail.com
 PHONE (404) 518-0956

PROJECT TITLE:
THE LAKEHURST
 GEORGIA ESTATES

CLIENT/OWNER:
Spring House
 390 BRICKTON RD.
 SUWANEE, GA 30024

DATE: 5/20/2021
 DRAWN BY: AS NOTED
 CHECKED BY: GC
 JOB NO.: 2021 - 1001
 SHEET: A2.2

PROJECT NAME:
 SIDES& REAR W/
 COV. PORCH OPT.



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NO.	DESCRIPTION	DATE

DESIGNER:
VIEWPOINT DESIGN
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 gc.viewpointdesign@gmail.com
 PHONE (404) 518-0956

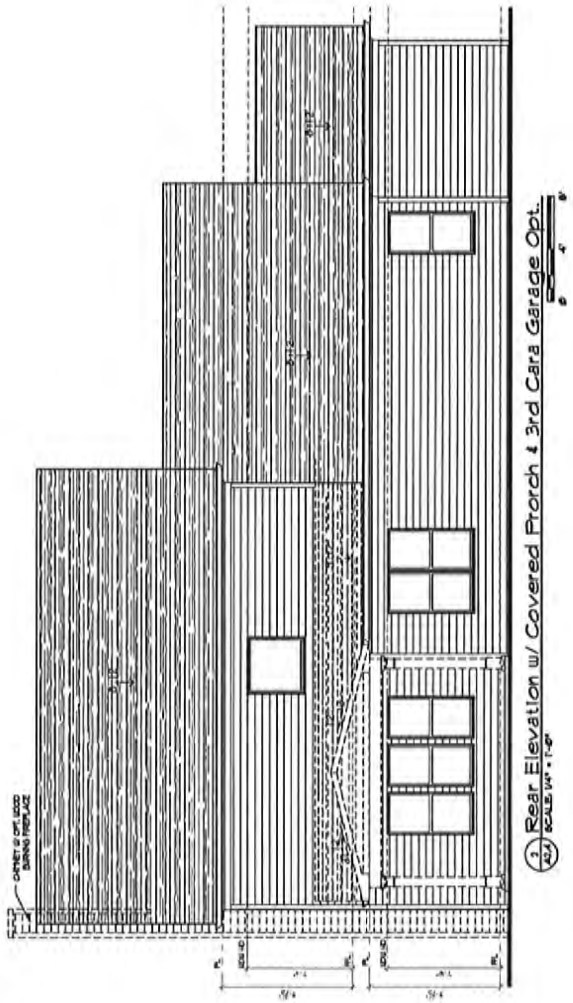
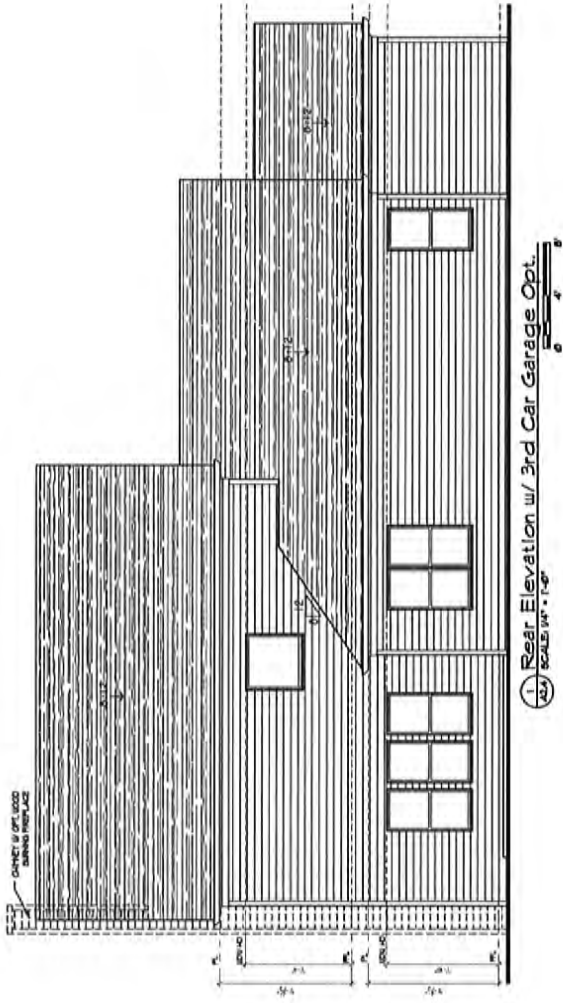
CLIENT: THE LAKEHURST
 300 BROOKTON RD.,
 SEWANNEE, GA 30024

PROJECT NAME:
THE LAKEHURST
 GEORGIA ESTATES

CLIENT: BUCKLE UP
 300 BROOKTON RD.,
 SEWANNEE, GA 30024

DATE: 5/20/2012
 SCALE: AS NOTED
 DRAWN BY: GC
 DATE: 2012-10-01

Sheet
A2.4



NO.	DESCRIPTION	DATE

DESIGNER:
VIEWPOINT DESIGN
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE: (404) 518-0956
 gc.viewpointdesign@gmail.com

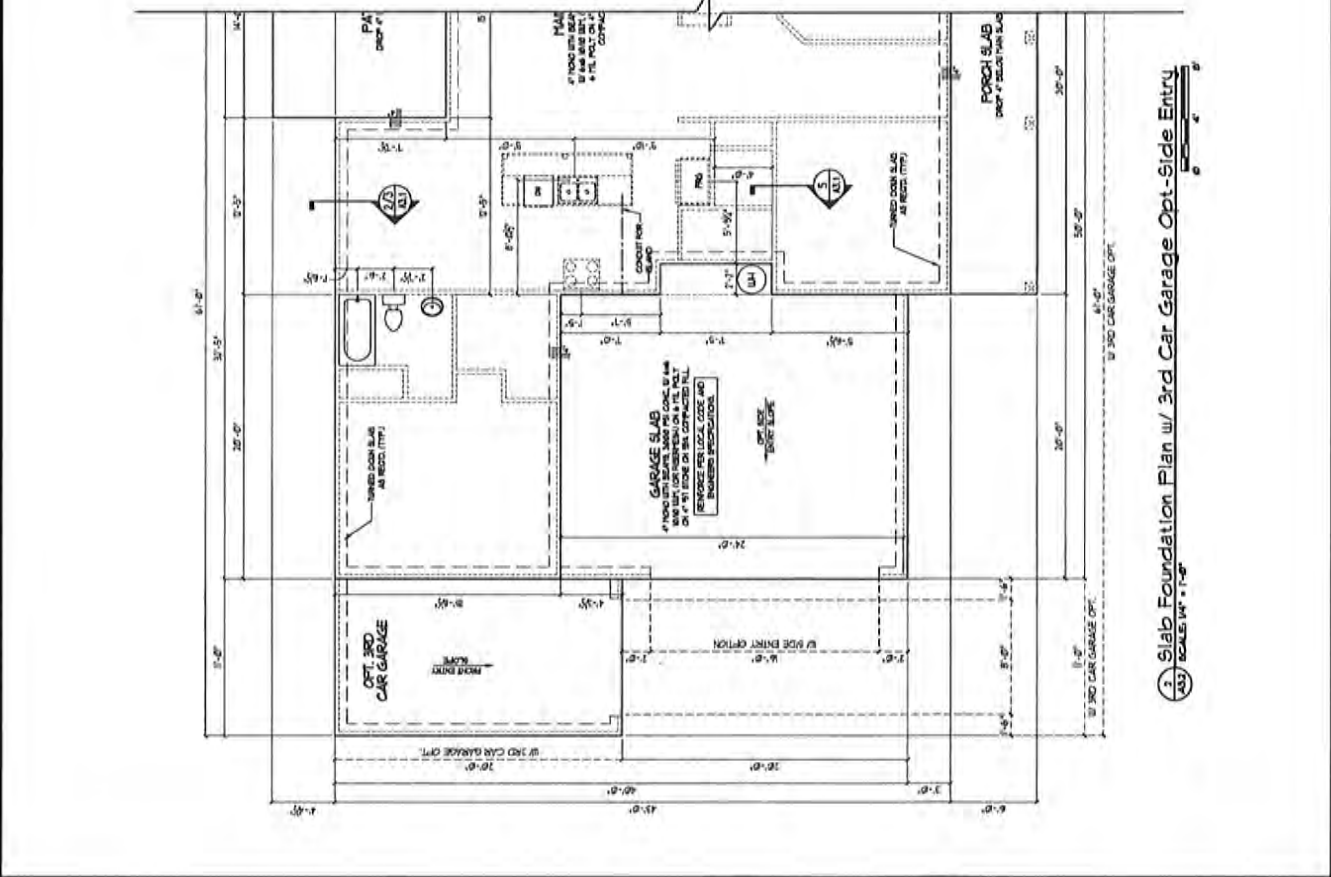
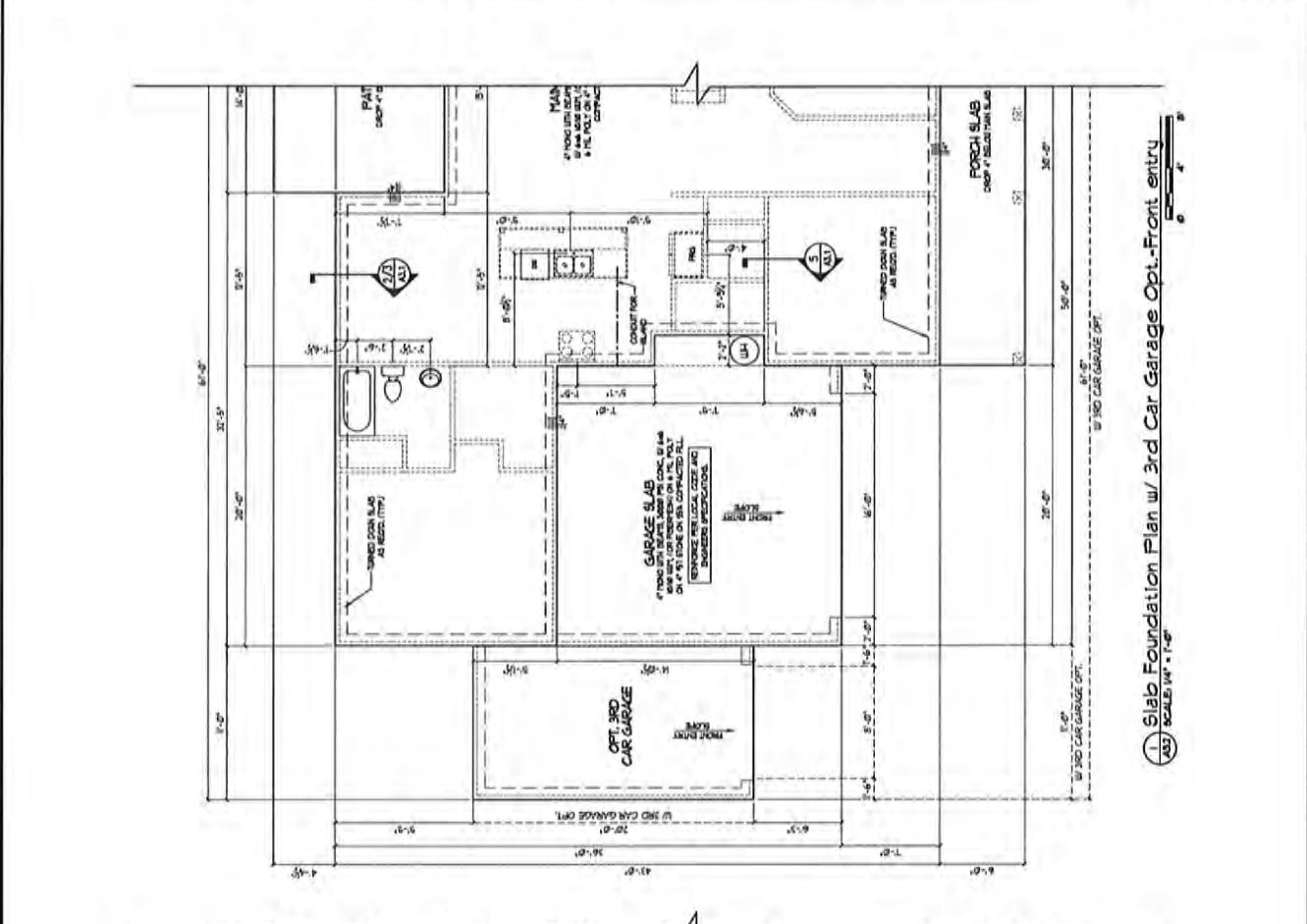
PROJECT NAME:
THE LAKEHURST
 GEORGIA ESTATES

CLIENT: **BLUES**
 310 BRIDGEMAN RD.
 SEWANNEE, GA 30024

DATE: 5/20/2022
 DRAWN BY: AS NOTED
 CHECKED BY: GAC
 JOB NO.: 2022-1004
 SHEET: **A3.2**

SLAB PLAN
 W/ GARAGE OPT

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1 Slab Foundation Plan w/ 3rd Car Garage Opt.-Front Entry
 SCALE: 1/4" = 1'-0"

2 Slab Foundation Plan w/ 3rd Car Garage Opt.-Side Entry
 SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

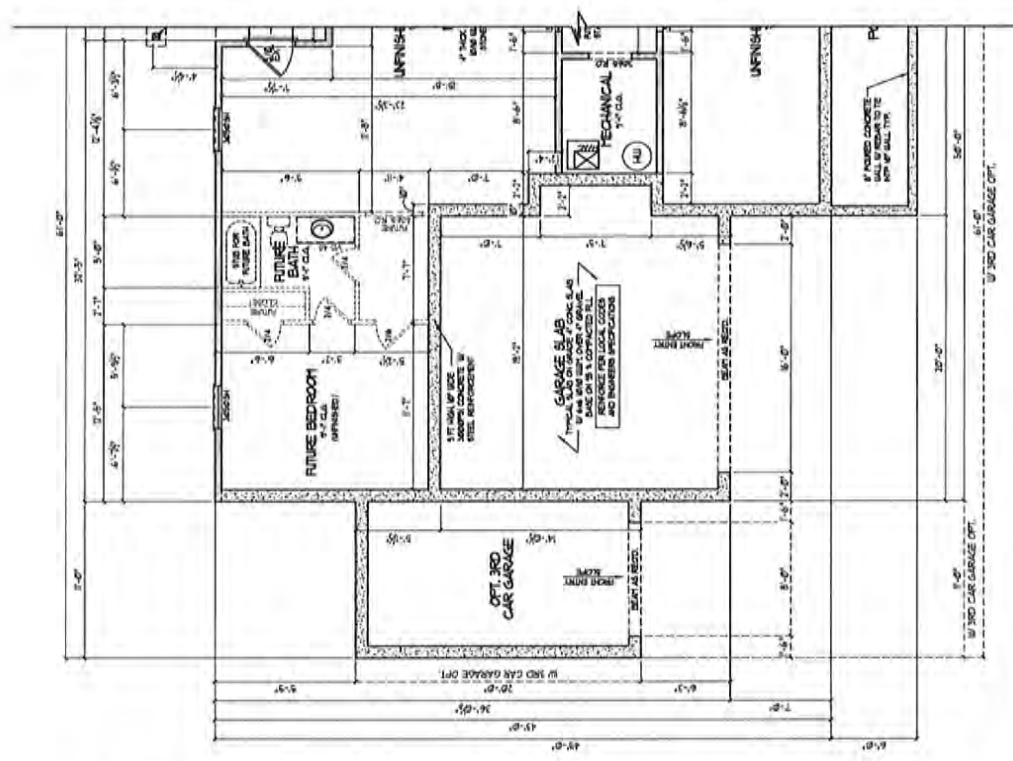
DESIGNER:
VIEWPOINT DESIGN
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE: (404) 518-0956
 gc.viewpointdesign@gmail.com

PROJECT NAME:
THE LAKEHURST
 GEORGIA ESTATES

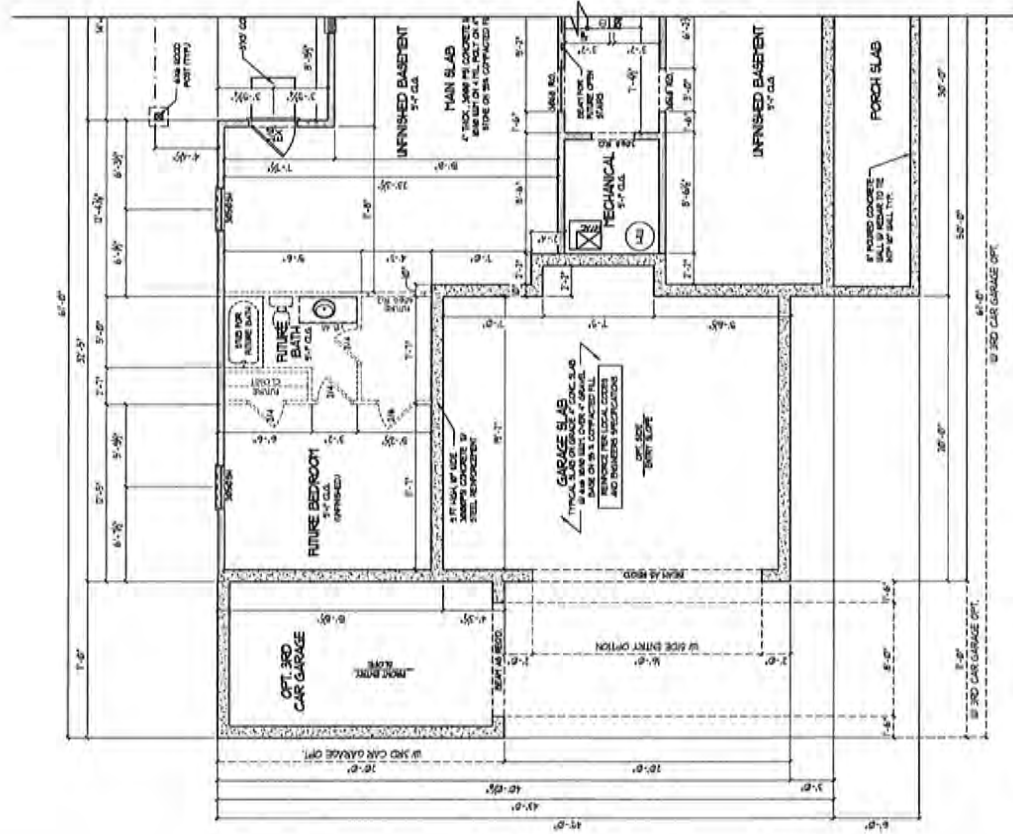
QUANTITY:
Samir Kumar
 1/24/21
 300 BRUCKSON RD.,
 SUWANEE, GA 30024

DATE: 5/20/2022
 DRAWN BY: G.C.
 DATE PLOTTED: 2022-10-01
 SHEET: A3.4

PROJECT TITLE:
**BASEMENT
 W. GARAGE OPT.**



1. Basement Floor Plan w/ 3rd Car Garage Opt.-Front Entry
 SCALE: 1/4" = 1'-0"



2. Basement Floor Plan w/ 3rd Car Garage Opt.-Side Entry
 SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER: **VIEWPOINT DESIGN**
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE: (404) 518-0956
 gc.viewpointdesign@gmail.com

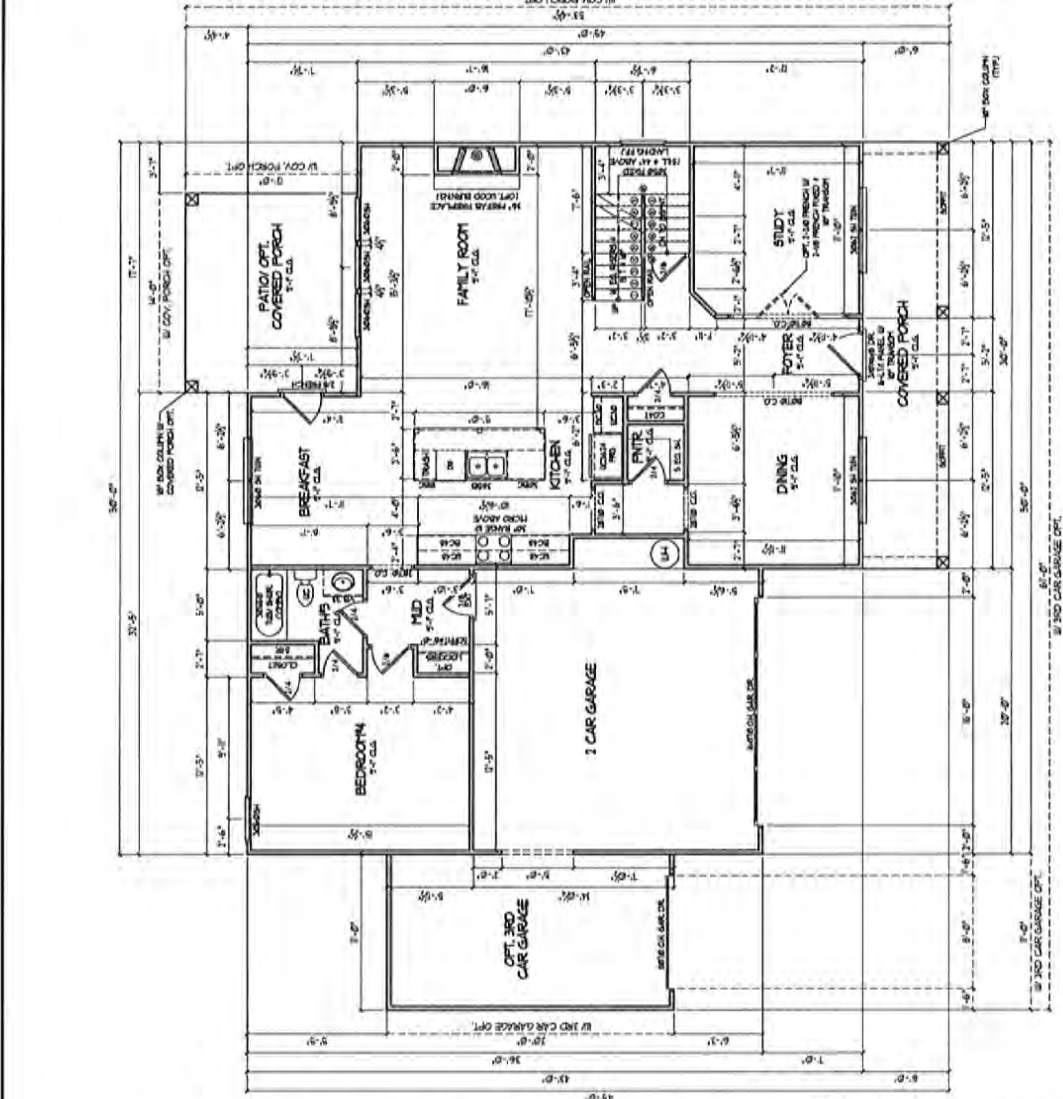
PROJECT NAME: **THE LAKEHURST**
 GEORGIA ESTATES

CLIENT: **WYNNE HANCOCK**
 398 BROADBOND RD.,
 SUWANEE, GA 30024

DATE: 5/20/2012
 DRAWN BY: GJC
 CHECKED BY: GJC
 SHEET NO.: 1001 - 1001

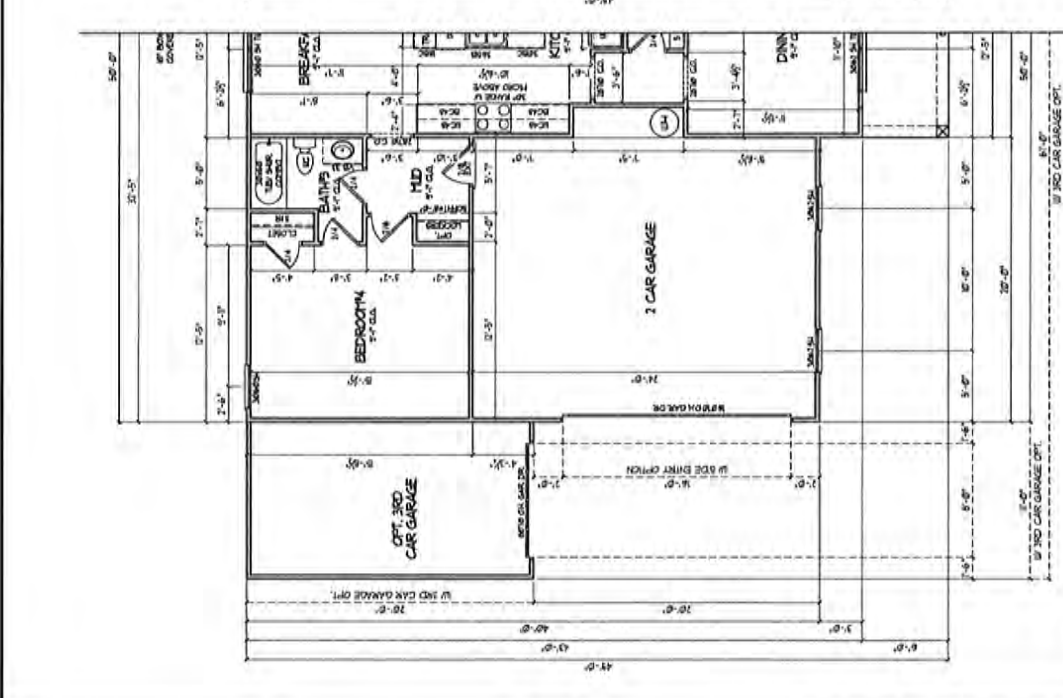
MAIN LEVEL PLAN
 W/ 3RD CAR OPT.
A4.2

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1st Floor Plan w/ 3rd Car Garage Opt. - Front Entry
 SCALE: 1/4" = 1'-0"

SOURCE: EXISTING	
EXIST. WALL	---
EXIST. FLOOR	---
EXIST. CEILING	---
EXIST. DOOR	---
EXIST. WINDOW	---
EXIST. STAIR	---
EXIST. PORCH	---
EXIST. PATIO	---
EXIST. DRIVEWAY	---
EXIST. GARAGE	---
EXIST. UTILITY	---
EXIST. MECHANICAL	---
EXIST. ELECTRICAL	---
EXIST. PLUMBING	---
EXIST. HVAC	---
EXIST. OTHER	---



1st Floor Plan w/ 3rd Car Garage Opt. - Side Entry
 SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER:
VIEWPOINT DESIGN
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 gc.viewpointdesign@gmail.com
 PHONE (404) 518-0956

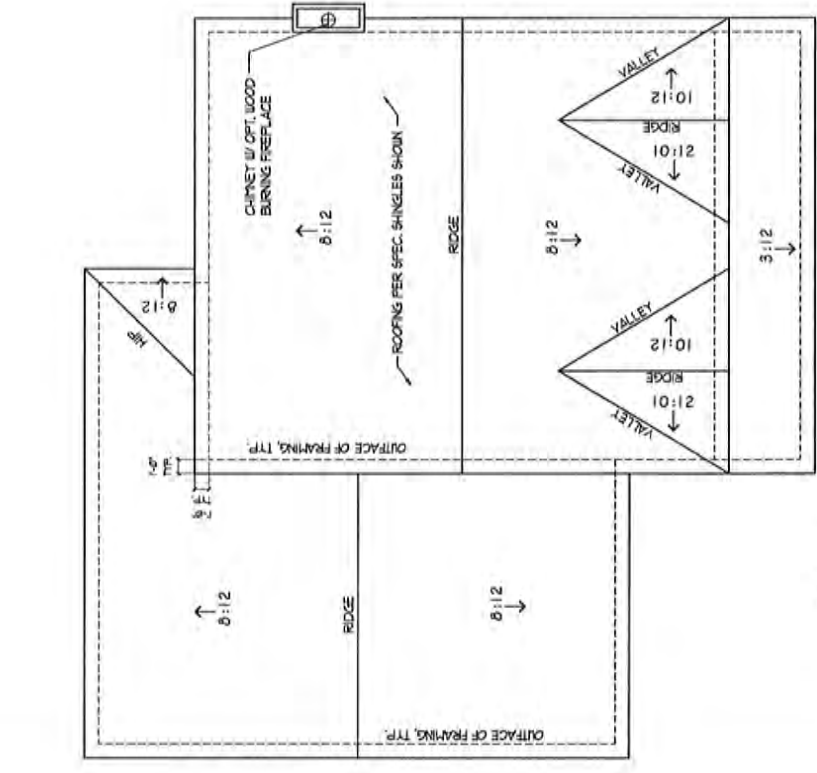
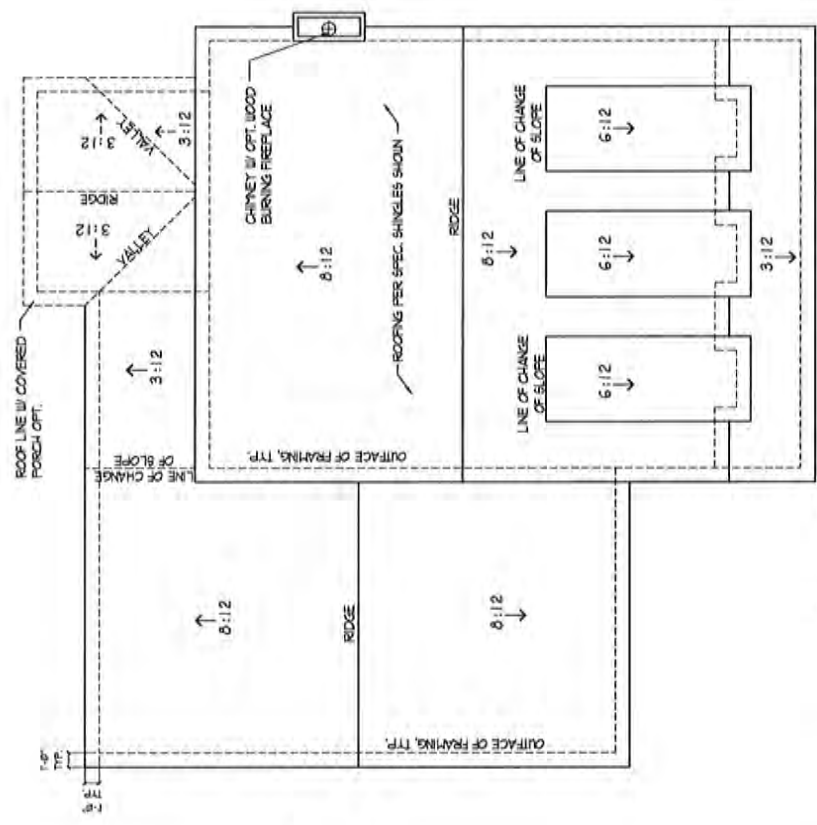
PROJECT NAME:
THE LAKEHURST
 GEORGIA ESTATES

CONTRIBUTOR:
Strongbridge
 300 BRIDGMAN RD.,
 SEWANEE, GA 30086

PROJECT TITLE:
ROOF PLANS

Date:	5/20/2022
Status:	AS NOTED
Drawn By:	GC
Job No.:	2022-1061
Sheet:	A6.1

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NO.		DESCRIPTION	DATE

DESIGNER:
VIEWPOINT DESIGN
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 RC: rcspondev@viewpointdesign.com
 PHONE: (404) 518-0956

CLIENT BUILDER:
Southern Home
 18181
 3700 BROCKMAN RD.,
 SUWANEE, GA 30024

PROJECT NAME:
THE LAKEHURST
 GEORGIA ESTATES

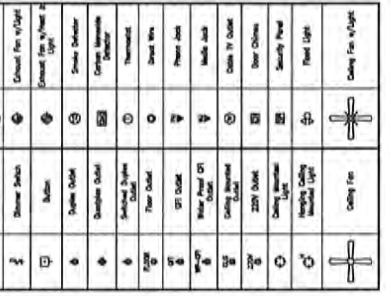
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 DRAWN BY: GC
 JOB NO.: 2022-1051
 SHEET:

ELECTRICAL PLANS

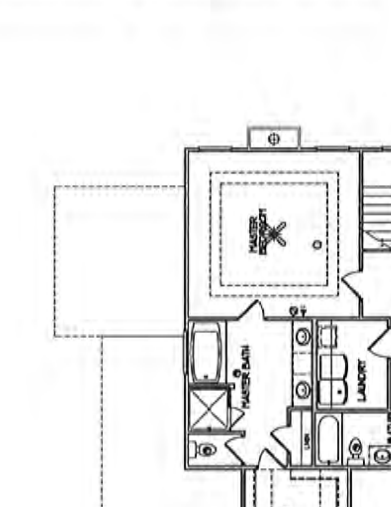
A7.1

ELECTRICAL LEGEND

Symbol	Description	Symbol	Description
⊖	One Way	⊖	Recessed Can Light
⊖	Outlets	⊖	Spotlight
⊖	Dimmer Panel	⊖	3-Way Switch
⊖	Dimmer Panel	⊖	4-Way Switch
⊖	Dimmer Panel	⊖	Shower Switch
⊖	Dimmer Panel	⊖	Blinds
⊖	Dimmer Panel	⊖	Water Heater
⊖	Dimmer Panel	⊖	Wash Dish
⊖	Dimmer Panel	⊖	Range Hood
⊖	Dimmer Panel	⊖	TV Mount
⊖	Dimmer Panel	⊖	Refrigerator
⊖	Dimmer Panel	⊖	Washer/Dryer
⊖	Dimmer Panel	⊖	Water Heater
⊖	Dimmer Panel	⊖	Wash Dish
⊖	Dimmer Panel	⊖	Range Hood
⊖	Dimmer Panel	⊖	TV Mount
⊖	Dimmer Panel	⊖	Refrigerator
⊖	Dimmer Panel	⊖	Washer/Dryer



1 Main Level Electrical



2 Upper Level Electrical

NO.	DESCRIPTION	DATE

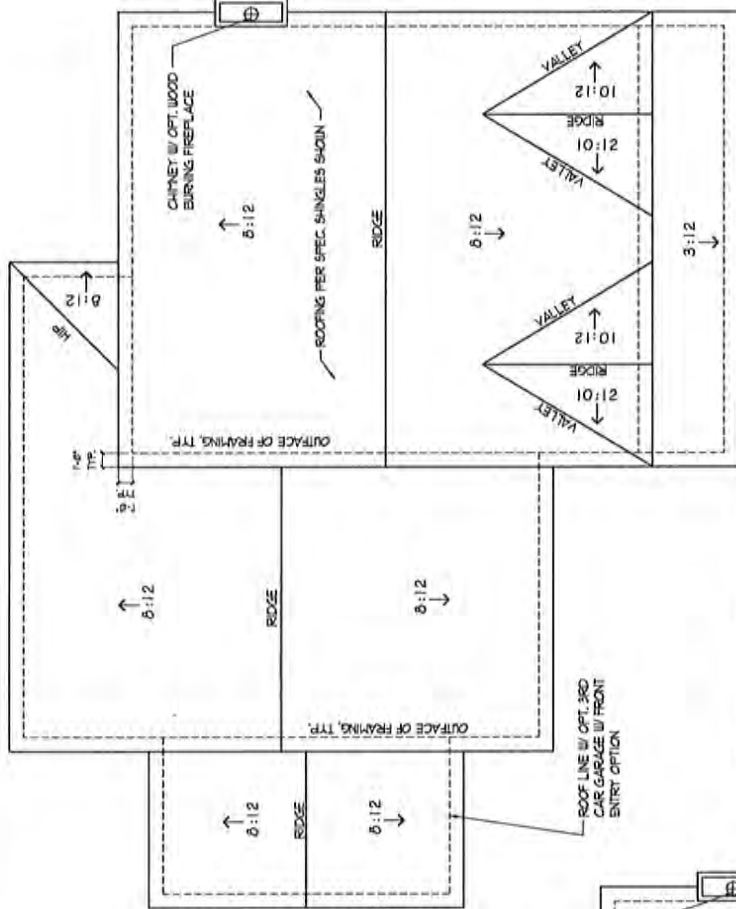
DESIGNER:
VIEWPOINT DESIGN
 4811 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 gv.viewpointdesign@gmail.com
 PHONE (404) 518-0956

PROJECT NAME:
THE LAKEHURST
 GEORGIA ESTATES

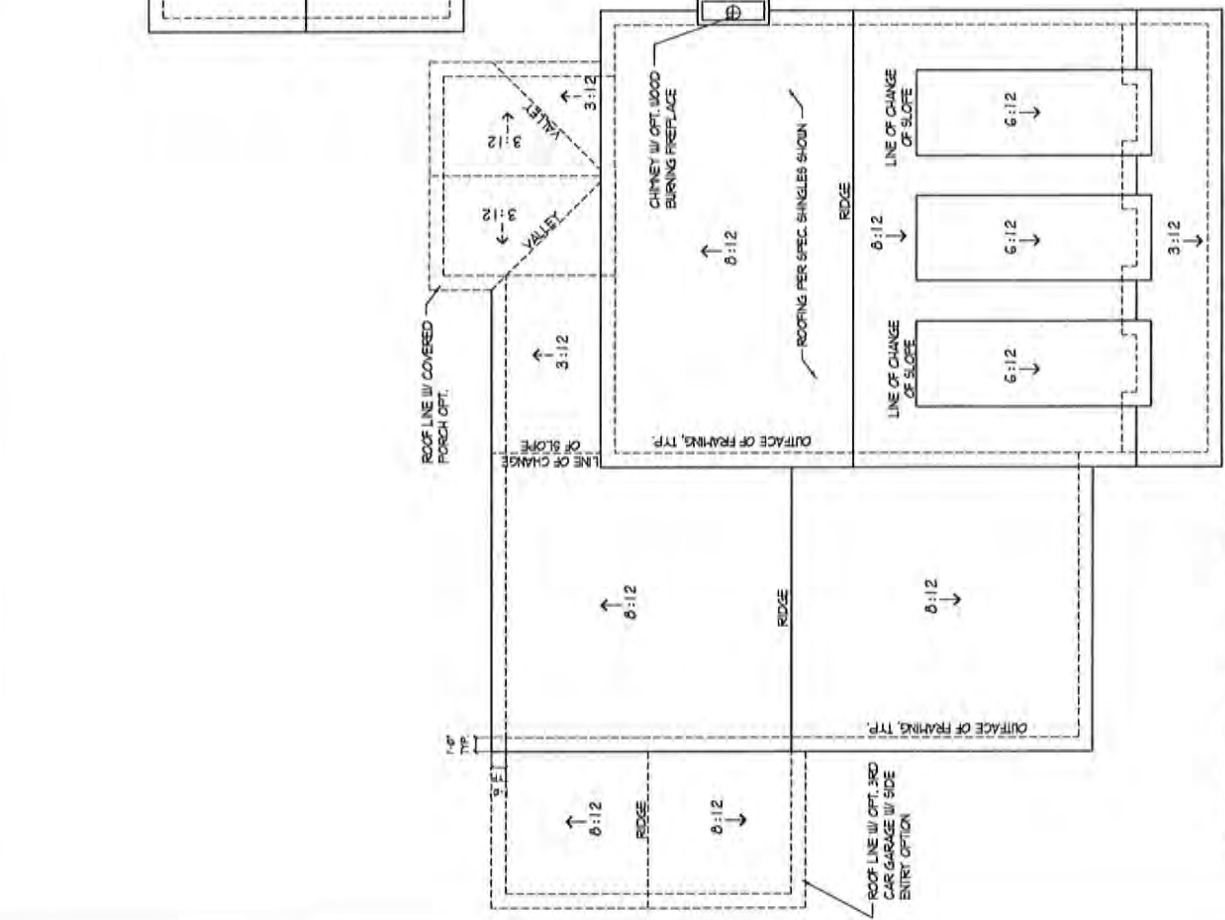
DATE: 5/20/2022
 AS NOTED
 QC
 2022-1001
A6.2

ROOF PLANS
 W/ GARAGE OPT

3D ROOFING SYSTEMS
 370 BRIDGTON RD.
 SUWANEE, GA 30024

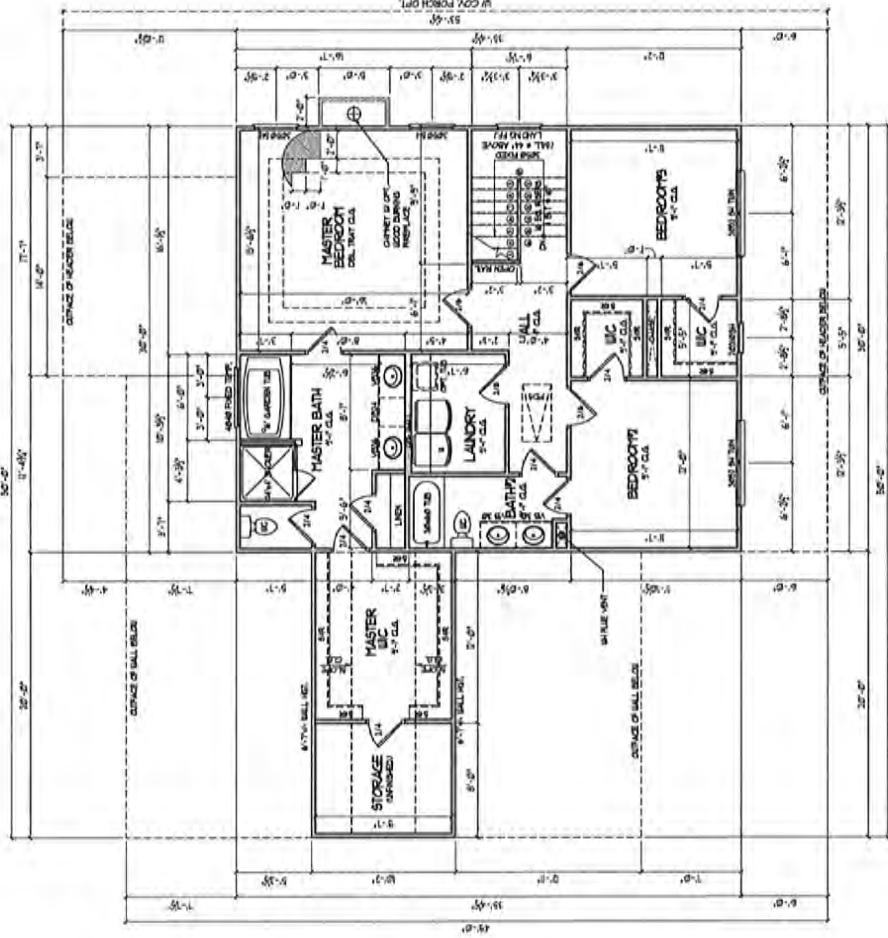


1 Roof Plan Elevation 'A' w/ 3d Car Garage Front Entry Opt.
 SCALE: 3/8" = 1'-0"



2 Roof Plan Elevation 'C' w/ 3d Car Garage Side Entry & Covered Porch Opt.
 SCALE: 3/8" = 1'-0"

SQUARE FOOTAGE	
MAIN LEVEL	443
UPPER LEVEL	100
TOTAL FLOOR	543
1 CAR GARAGE	44
2 CAR GARAGE	44
UNFINISHED ATTIC STORAGE	50
FINISHED ATTIC STORAGE	58
TOTAL FINISHED	154
20FT BRUSH COATED PORCH	30
20FT BRUSH COATED GARAGE	70



1. 2nd Floor Plan
 (20) SCALE: 1/8" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER: **VIEWPOINT DESIGN**
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE: (404) 518-0956
 gv.viewpointdesign@gmail.com

PROJECT NAME: **THE LAKEHURST**
 GEORGIA ESTATES

PROJECT NO.: 2027-1001
 DATE: 3/20/2022
 DRAWN BY: AS NOTED
 CHECKED BY: GC

MAIL LEVEL W/
 OPT. BONUS ROOM

A5.1

NO.	DESCRIPTION	DATE

DESIGNER:
VIEWPOINT DESIGN
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE (404) 518-0956
 rc.viewpointdesign@gmail.com

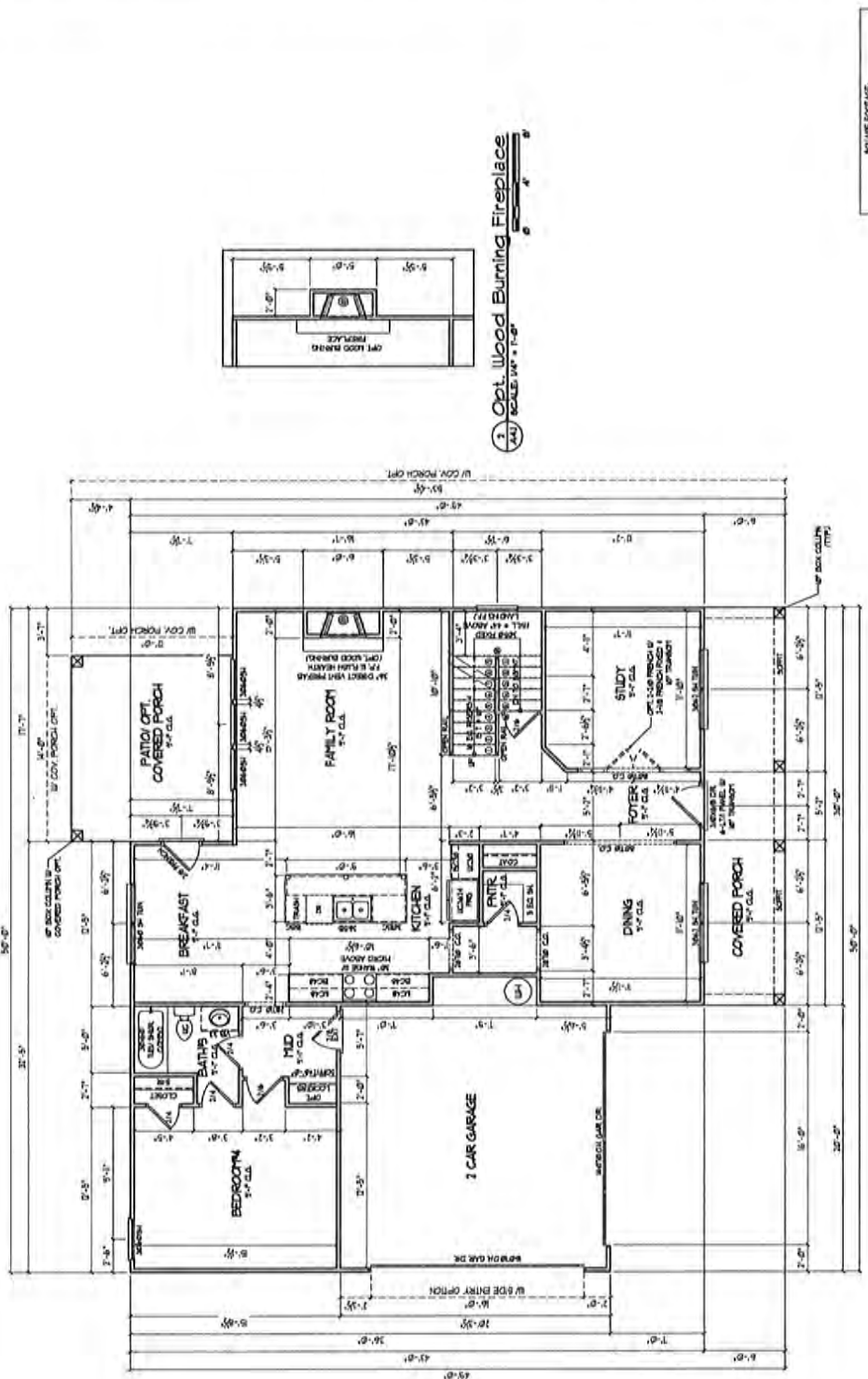
PROFESSIONAL ENGINEER & ARCHITECT
 STATE OF GEORGIA
 LICENSE NO. 10000
 REGISTERED PROFESSIONAL ARCHITECT
 STATE OF GEORGIA
 LICENSE NO. 10000
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF GEORGIA
 LICENSE NO. 10000

PROJECT NAME:
THE LAKEHURST
 GEORGIA ESTATES

OWNER:
Summit Building
 2500 BUCKLEUP BLVD.
 SUWANEE, GA 30024

DATE: 2/20/2022
 DRAWN BY: C.C.
 CHECKED BY: J.M.S. - 1/20/21

AS NOTED
 2012 - 1/20/21
A4.1



NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE

THE LAKEHURST

GEORGIA ESTATES

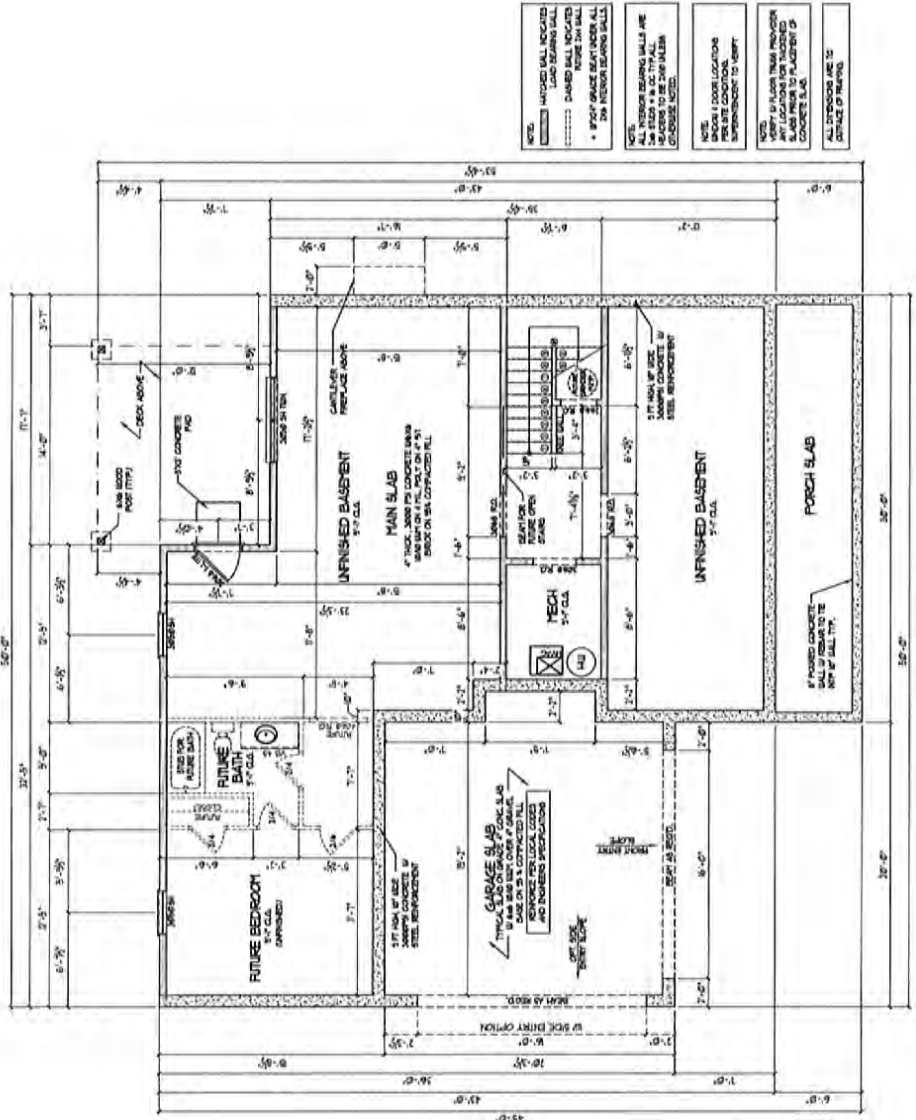
PROJECT NAME: **THE LAKEHURST**
 GEORGIA ESTATES
 COURTYARD



3700 BRUCKSON RD.
 SUWANEE, GA 30024

DATE	BY	DESCRIPTION
3/20/2022	JAS NOTED	QC
2022-1-10	JAS	DESIGN

A3.3
 SHEET TITLE: **BASEMENT PLAN**



- NOTE: HATCHED WALL INDICATED
- NOTE: CHANGED WALL INDICATED
- NOTE: FINISH GRADE SHOWN UNDER ALL DOOR THRESHOLDS
- NOTE: ALL INTERIOR BEARING WALLS ARE TO BE CONCRETE ON GRADE UNLESS OTHERWISE NOTED
- NOTE: ALL DOOR LOCATIONS PRELIMINARY. REFER TO ARCHITECT'S INTERIOR FINISH SCHEDULE FOR FINISHES.
- NOTE: VERIFY ALL FLOOR THRESHOLDS ARE 2\"/>

Basement Floor Plan
 SCALE: 1/4" = 1'-0"
 1" = 4'

NO.	DESCRIPTION	DATE

DESIGNER: **VIEWPOINT DESIGN**
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE: (404) 518-0956
 gc.viewpointdesign@gmail.com

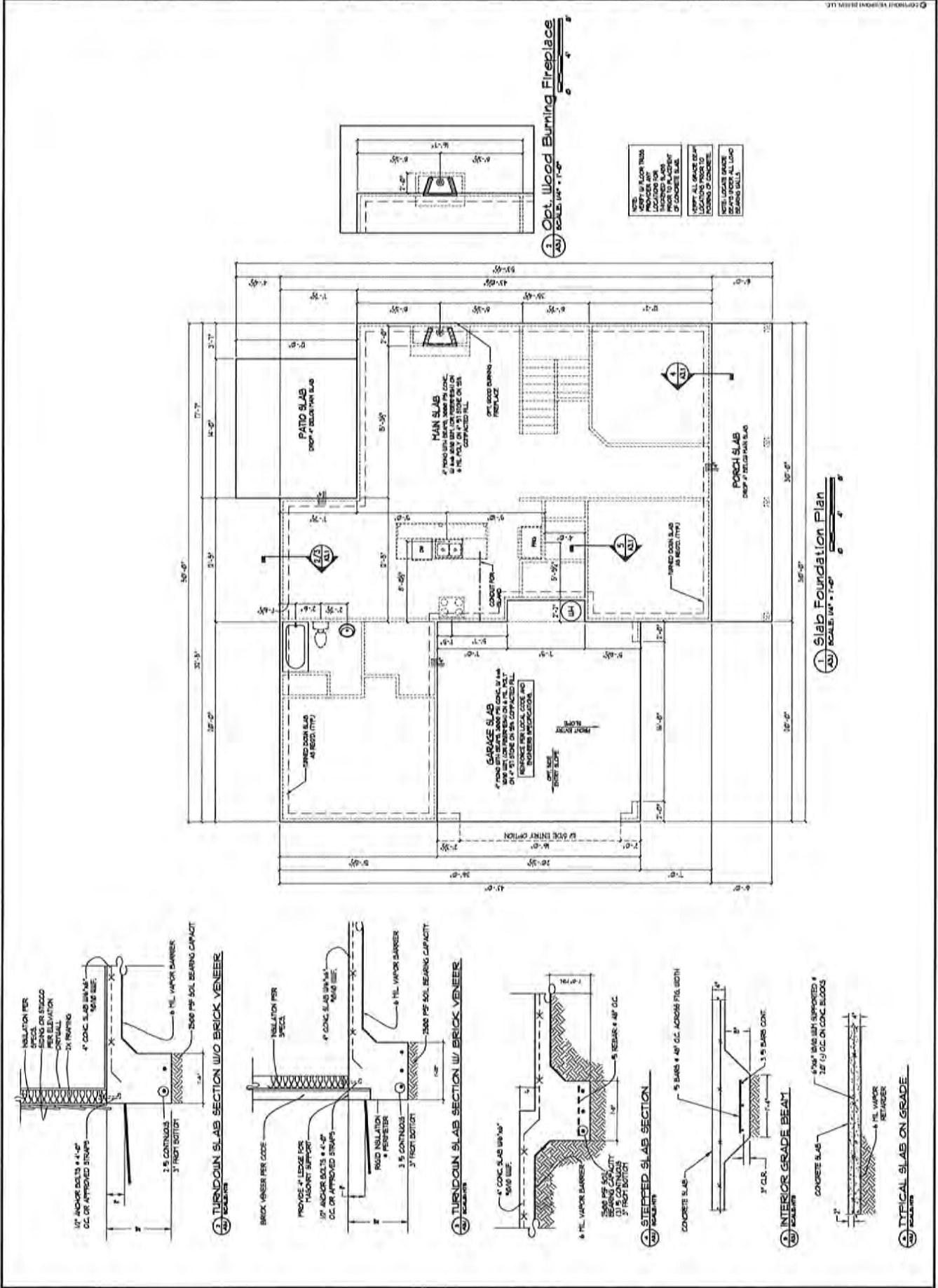
UNLESS OTHERWISE SPECIFIED, ALL MATERIALS SHALL BE AS MANUFACTURED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS OF THE EXISTING STRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS OF THE EXISTING STRUCTURE.

PROJECT NAME: **THE LAKEHURST**
 GEORGIA ESTATES

COURT YARD
SCOTT BRIDGES
 1000 BRIDGES RD.
 SUWANEE, GA 30024

DATE: 3/20/2022
 DRAWN BY: AS NOTED
 CHECKED BY: UC
 PROJECT NO: 2022-1004

Sheet: **A3.1**



TURN-DOWN SLAB SECTION W/ BRICK VENEER
 (A) SECTION
 INSULATION PER SPEC. 12" MIN. CONTIGUOUS TO 3" FOOT BOTTOM. 1" ANCHOR BOLTS @ 4'-0" O.C. OR APPROVED STRIPS. 4" CONC. SLAB MIN. 4" MIN. 1/2" VAPOR BARRIER. 3500 PPS SOL. BEARING CAPACITY. 4" CONC. SLAB MIN. 4" MIN. 1/2" VAPOR BARRIER.

TURN-DOWN SLAB SECTION W/ BRICK VENEER
 (B) SECTION
 BRICK VENEER PER CODE. INSULATION PER SPEC. PROVIDE 4" LEDGE FOR MASONRY SUPPORT. 1/2" ANCHOR BOLTS @ 4'-0" O.C. OR APPROVED STRIPS. 1/2" VAPOR BARRIER. 3 1/2" CONTIGUOUS TO 3" FOOT BOTTOM. 3500 PPS SOL. BEARING CAPACITY. 4" CONC. SLAB MIN. 4" MIN. 1/2" VAPOR BARRIER.

TURN-DOWN SLAB SECTION W/ BRICK VENEER
 (C) SECTION
 4" CONC. SLAB MIN. 4" MIN. 1/2" VAPOR BARRIER. 3500 PPS SOL. BEARING CAPACITY. 3" FOOT BOTTOM. 1/2" VAPOR BARRIER. 5 REBAR @ 48" O.C. 3 1/2" CONTIGUOUS TO 3" FOOT BOTTOM.

STEPPED SLAB SECTION
 (D) SECTION
 CONCRETE SLAB. 5 BARS @ 48" O.C. ACROSS FTL BIRTH. 1/2" VAPOR BARRIER. 3" CLR. 1 1/2" S BARS CONC.

INTERIOR GRADE BEAT
 (E) SECTION
 6" MIN. SLAB BEAT SUPPORTED BY 12" O.C. ON CONC. BLOCKS. 1/2" VAPOR BARRIER.

TYPICAL SLAB ON GRADE
 (F) SECTION
 CONCRETE SLAB. 1/2" VAPOR BARRIER.

NO.	DESCRIPTION	DATE

DESIGNER:
VIEWPOINT DESIGN
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE (404) 518-0956
 gv.viewpointdesign@gmail.com

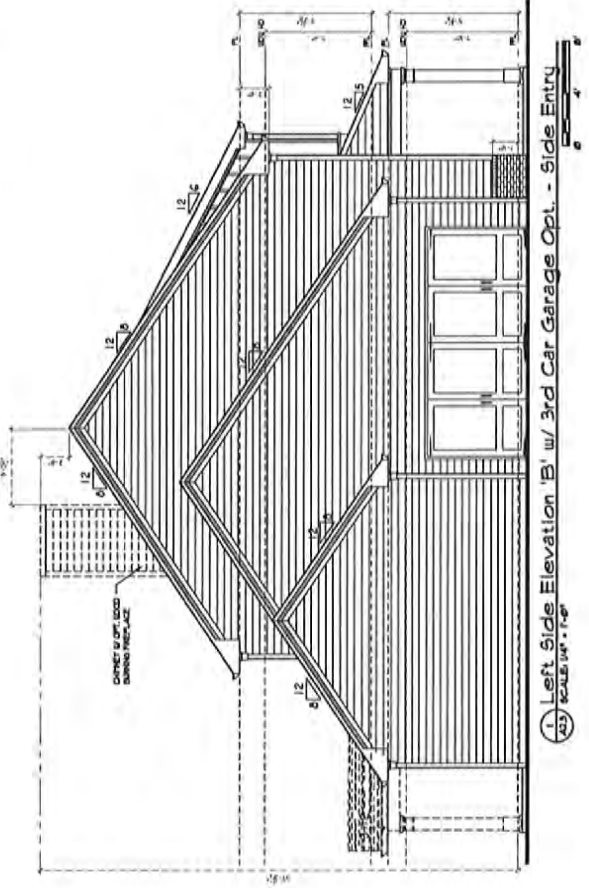
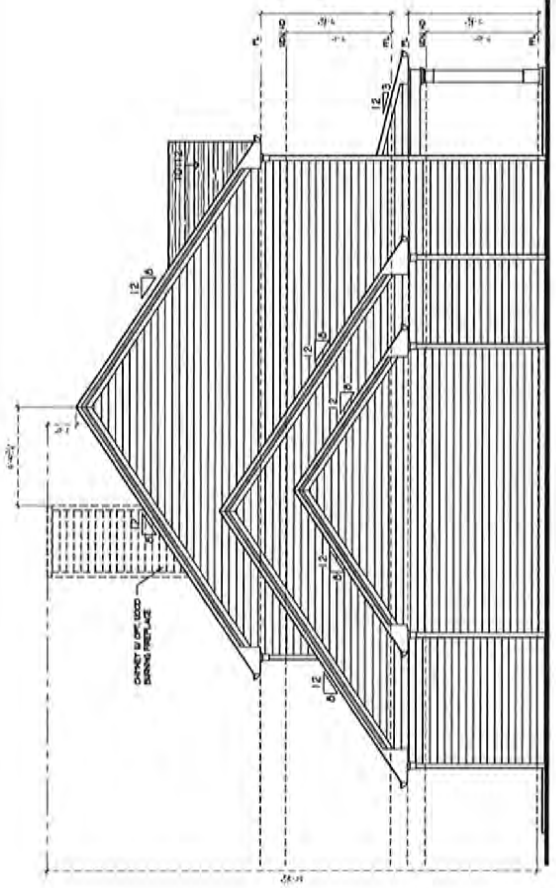
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PROJECT NAME:
THE LAKEHURST
 GEORGIA ESTATES

CLIENT: **THE LAKEHURST**
 100 BRIDGEMAN WAY
 SUWANEE, GA 30024

DATE: 5/28/2022
 DRAWN BY: GC
 CHECKED BY: GC
 DATE: 2022-1-18

Sheet: **A2.3**
 Title: **SIDE & REAR W/ 3RD CAR GARAGE**



NO.	DESCRIPTION	DATE

DESIGNER: **VIEWPOINT DESIGN**
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE (404) 518-0956
 email: info.viewpointdesign@gmail.com

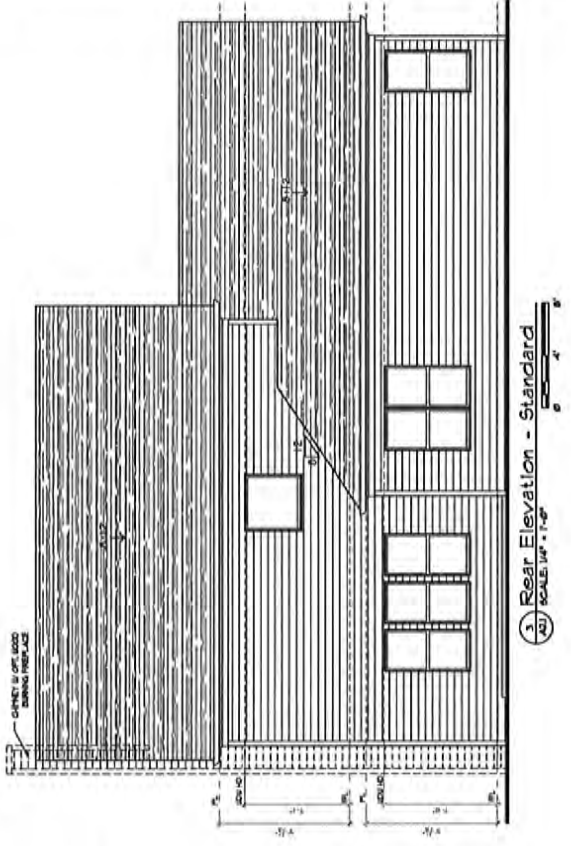
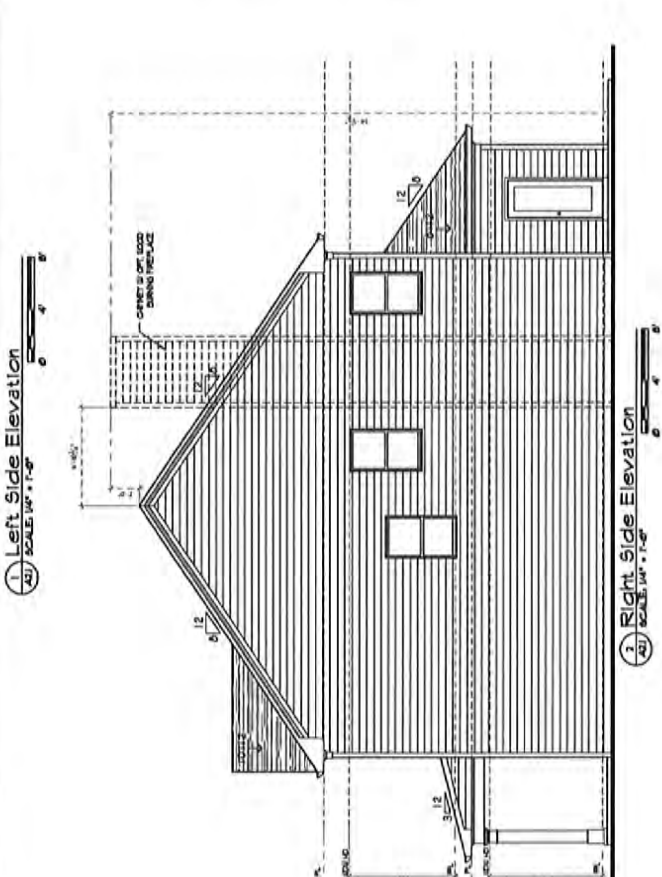
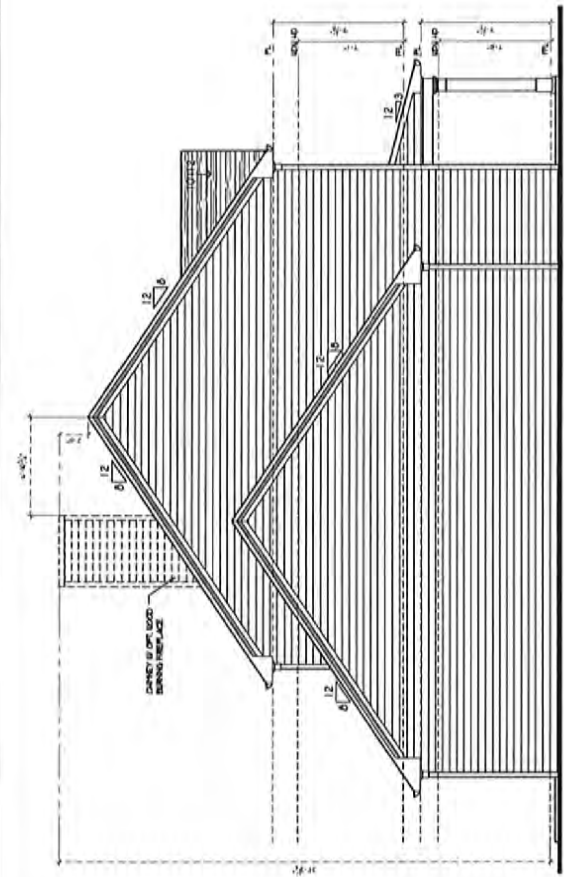
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PROJECT NAME: **THE LAKEHURST**
 GEORGIA ESTATES

DATE: 5/20/2022
 DRAWN BY: JLC
 CHECKED BY: JLC
 PROJECT NO.: 2022-1001

SHEET TITLE: **SIDE & REAR ELEVATIONS**

SHEET NO.: **A2.1**



NO.	DESCRIPTION	DATE:

DESIGNER: **VIEWPOINT DESIGN**
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
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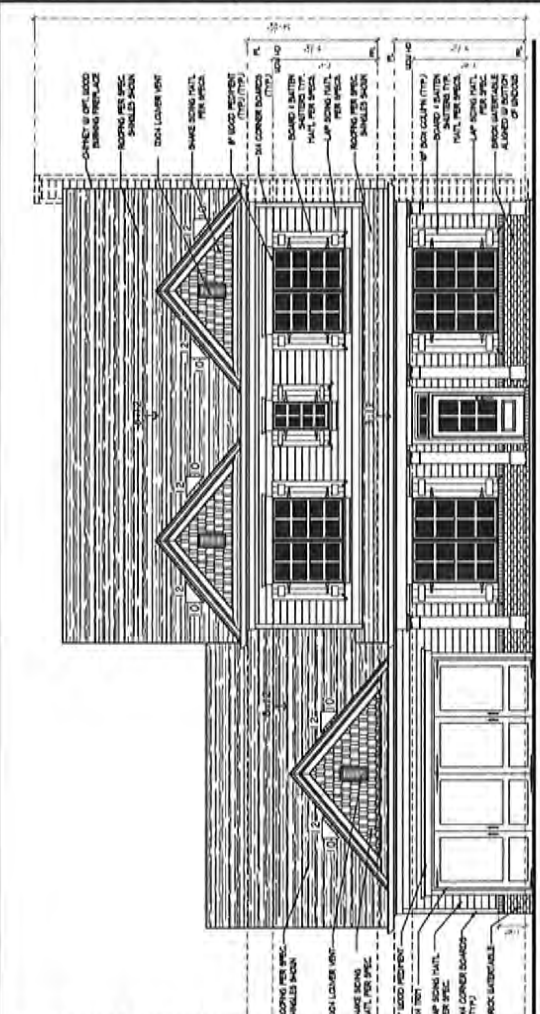
PROJECT NAME: **THE LAKEHURST**
 GEORGIA ESTATES

CONTRACTOR: **SUNBELT HOMES**
 500 BRIDGEMAN RD.
 SUWANEE, GA 30024

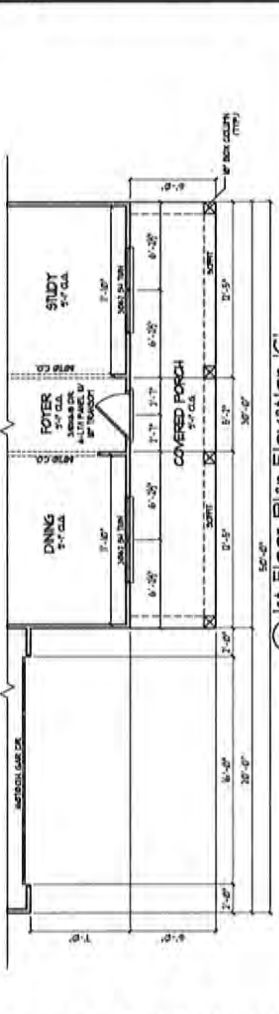
DATE: 5/20/2023
 DRAWN BY: UC
 DATE: 2022-10-01

ELEVATION 'C'
 FRONT ENTRY

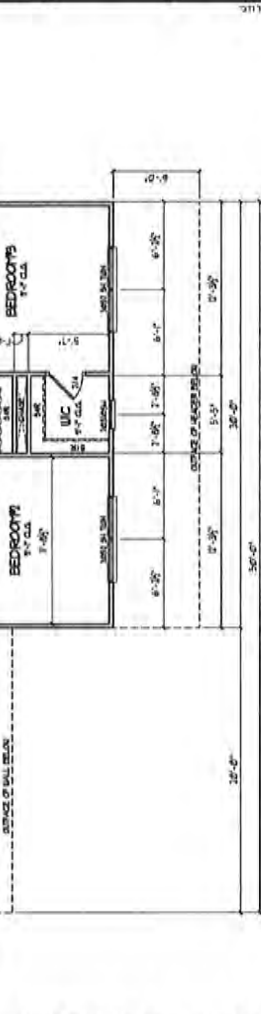
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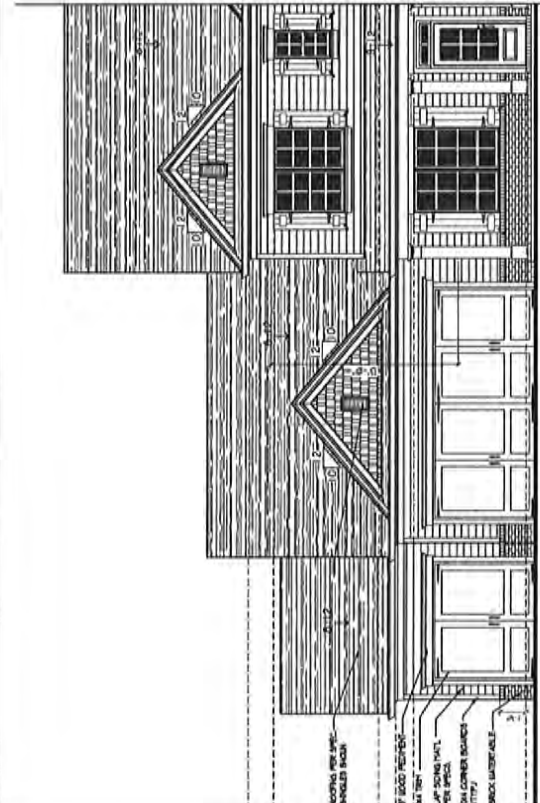
1 Front Elevation 'C'
 SCALE: 1/4" = 1'-0"



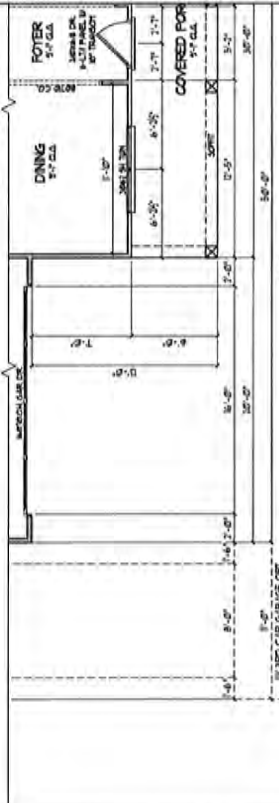
2 1st Floor Plan Elevation 'C'
 SCALE: 1/4" = 1'-0"



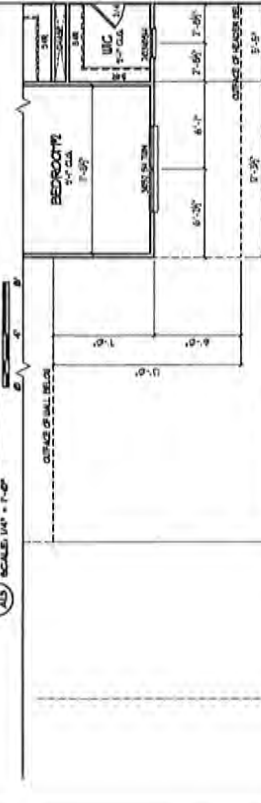
3 2nd Floor Plan Elevation 'C'
 SCALE: 1/4" = 1'-0"



4 Front Elevation 'C' w/ 3rd Car Garage Opt-Front Entry
 SCALE: 1/4" = 1'-0"



5 1st Floor Plan Elevation 'C'
 SCALE: 1/4" = 1'-0"



6 2nd Floor Plan Elevation 'C'
 SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER: **VIEWPOINT DESIGN**
 4841 BELLE ESTATES RD.
 SUWANEE, GEORGIA 30024
 PHONE (404) 518-0956
 gv.viewpointdesign@gmail.com

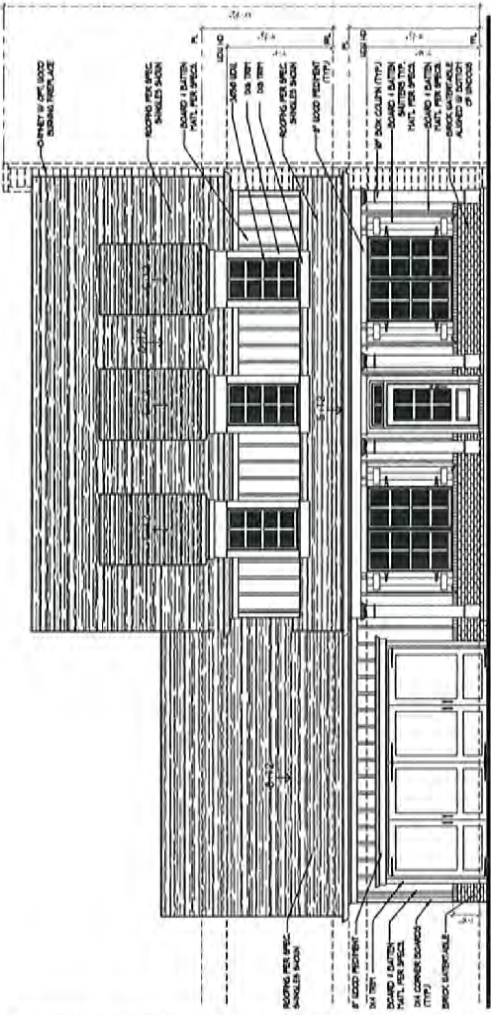
PROJECT NAME: **THE LAKEHURST**
 GEORGIA ESTATES

COURT REPORT: **SCOTT BRIDGES**
 500 BRIDGEMAN RD.
 SUWANEE, GA 30024

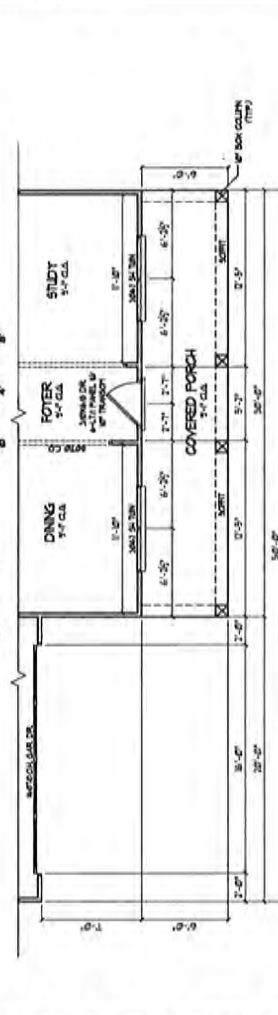
ELEVATION 'B'
 FRONT ENTRY

DATE: 9/20/2022
 AS NOTED: AS NOTED
 DRAWN BY: GC
 PROJECT NO.: 2022-1501

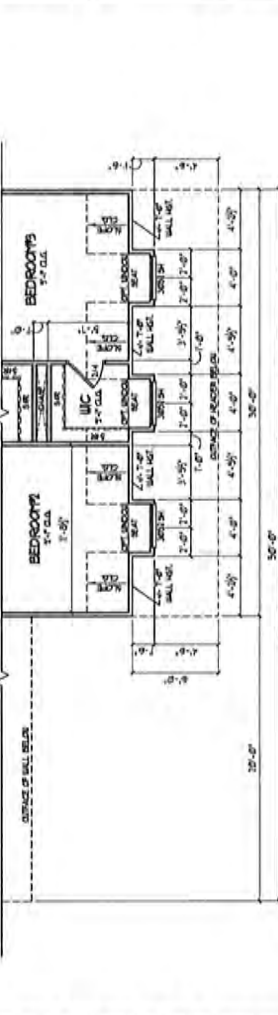
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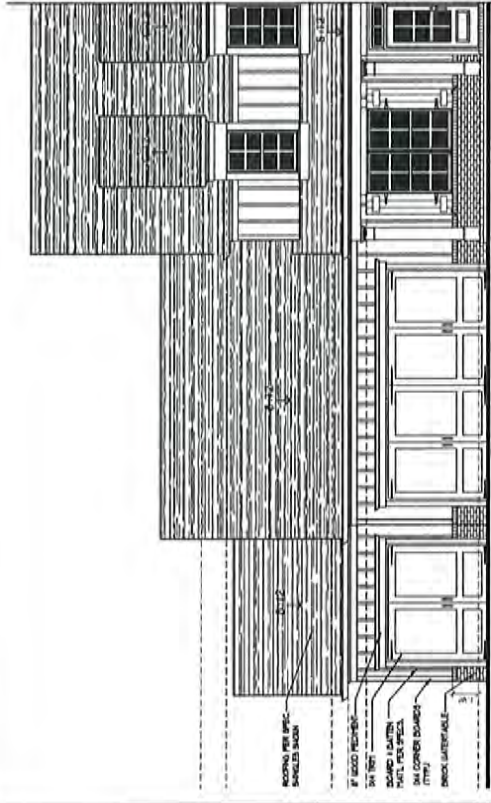
1 Front Elevation 'B'
 SCALE: 1/4" = 1'-0"



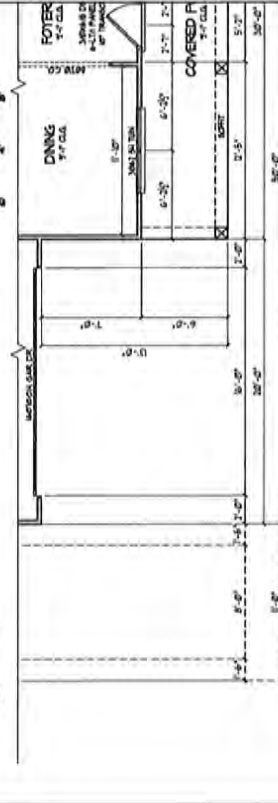
1 1st Floor Plan Elevation 'B'
 SCALE: 1/4" = 1'-0"



2 2nd Floor Plan Elevation 'B'
 SCALE: 1/4" = 1'-0"



1 Front Elevation 'B' w/ 3rd Car Garage Opt.-Front entry
 SCALE: 1/4" = 1'-0"



1 1st Floor Plan Elevation 'B'
 SCALE: 1/4" = 1'-0"



2 2nd Floor Plan Elevation 'B'
 SCALE: 1/4" = 1'-0"

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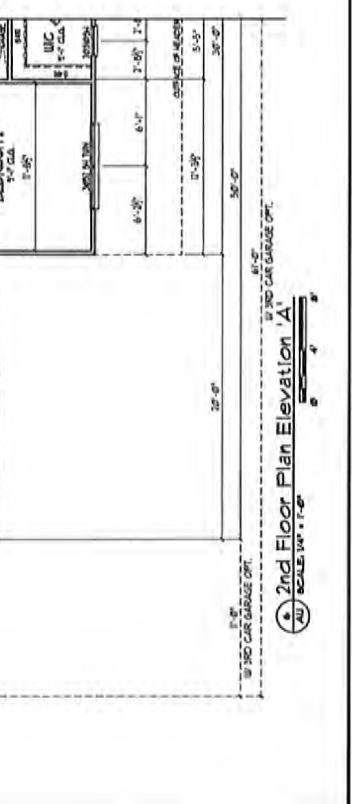
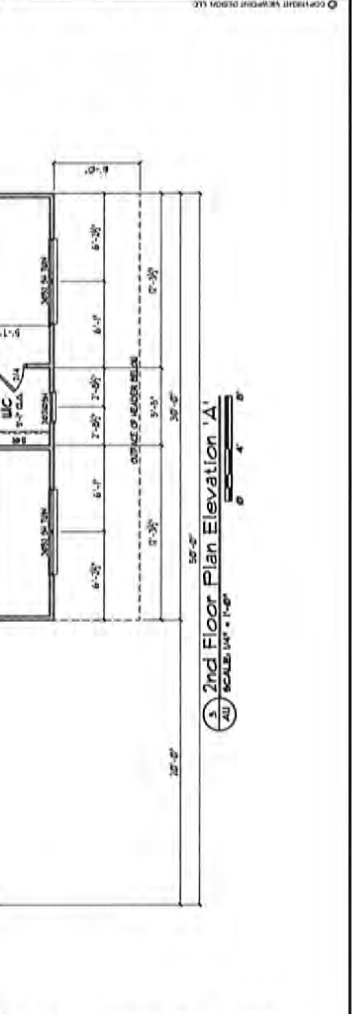
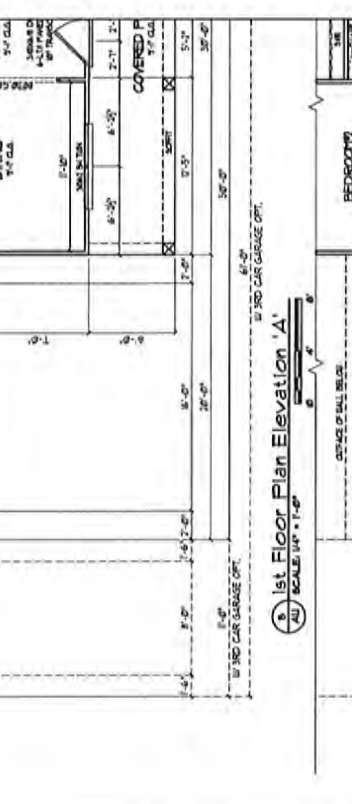
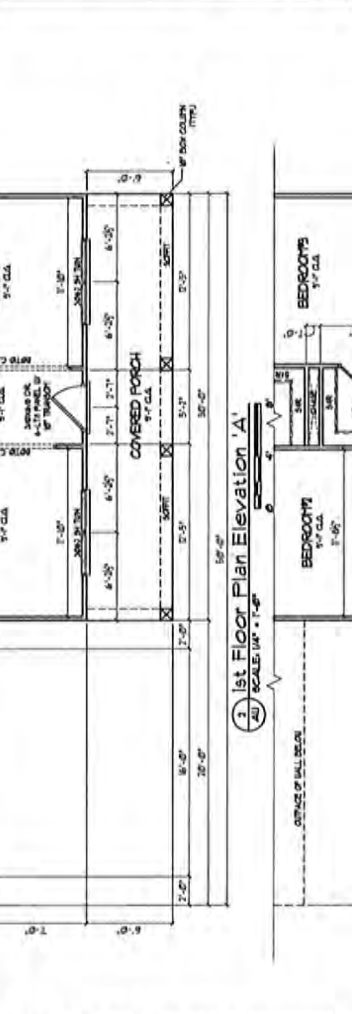
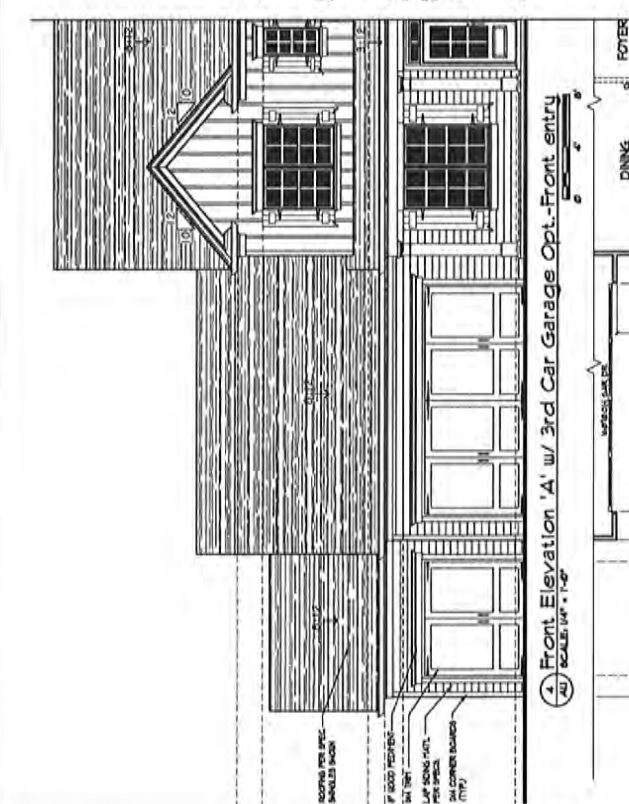
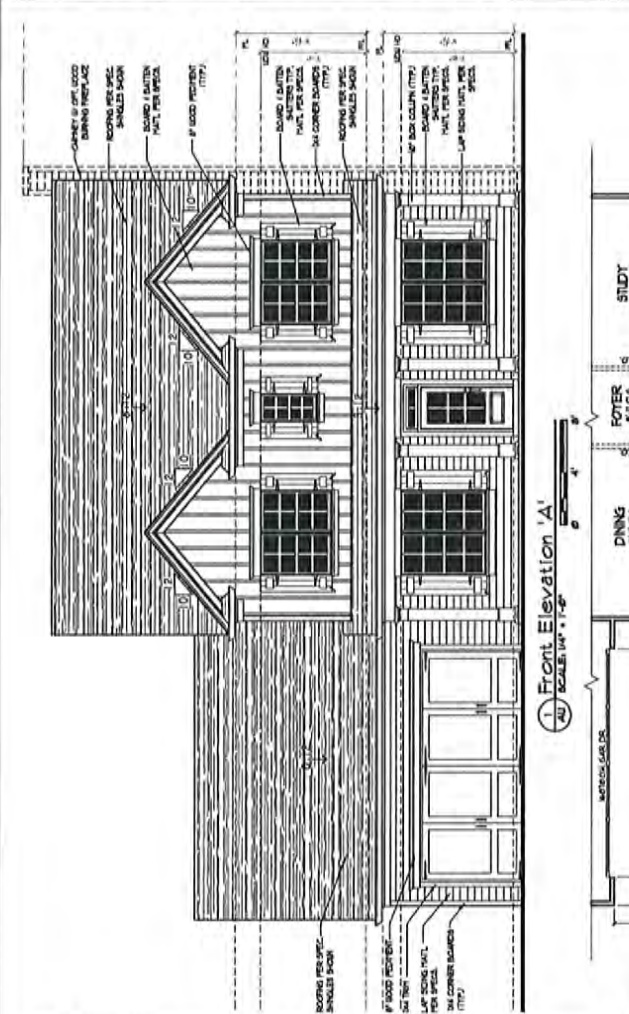
THE LAKEHURST
 GEORGIA ESTATES

CONTRACTOR:
 SOUTHERN BUILDING SYSTEMS
 100 BRACKEN ROAD
 SUWANEE, GA 30024

ELEVATION 'A'
FRONT ENTRY

DATE: 3/20/2022
 TIME: AS NOTED
 DRAWN BY: GC
 REV. NO.: 2021-1061

A1.1



3454,3464 GILLSVILLE HWY (HWY 323)

Level III Soil Survey; Summit Soil Consulting Inc.

HALL COUNTY

NRCS SERIES	Depth to ROCK inches	Depth to WATER inches	TRENCH DEPTH inches	ESTIMATED PERC RATE min/in	DOH CODE
Cecil	>72	>72	24-42	75	A
Chestatee	48-56	>56	20-32	70	A,K
Chestatee-H	34-42	>35	10-28	75	H
Hard Labor	>72	36-40	10-24	90	C
Hard Labor-2	>72	50-60	18-34	90	P
Cataula-V Variant	>72	20-40*	24-36**	90	T
Madison	65 >72	>72	24-42	55	A
Pacolet	65>72	>72	24-42	55	A
Chestatee 32-40%	48-56	>56	18-40	0.25 Gal/day/sqft	C,G
Rion	>72	>72	24-42	55	A
Rion 32-40%	>76	>76	45-52	55	A,G
Santuc	>72	16-25	NA	NA	F

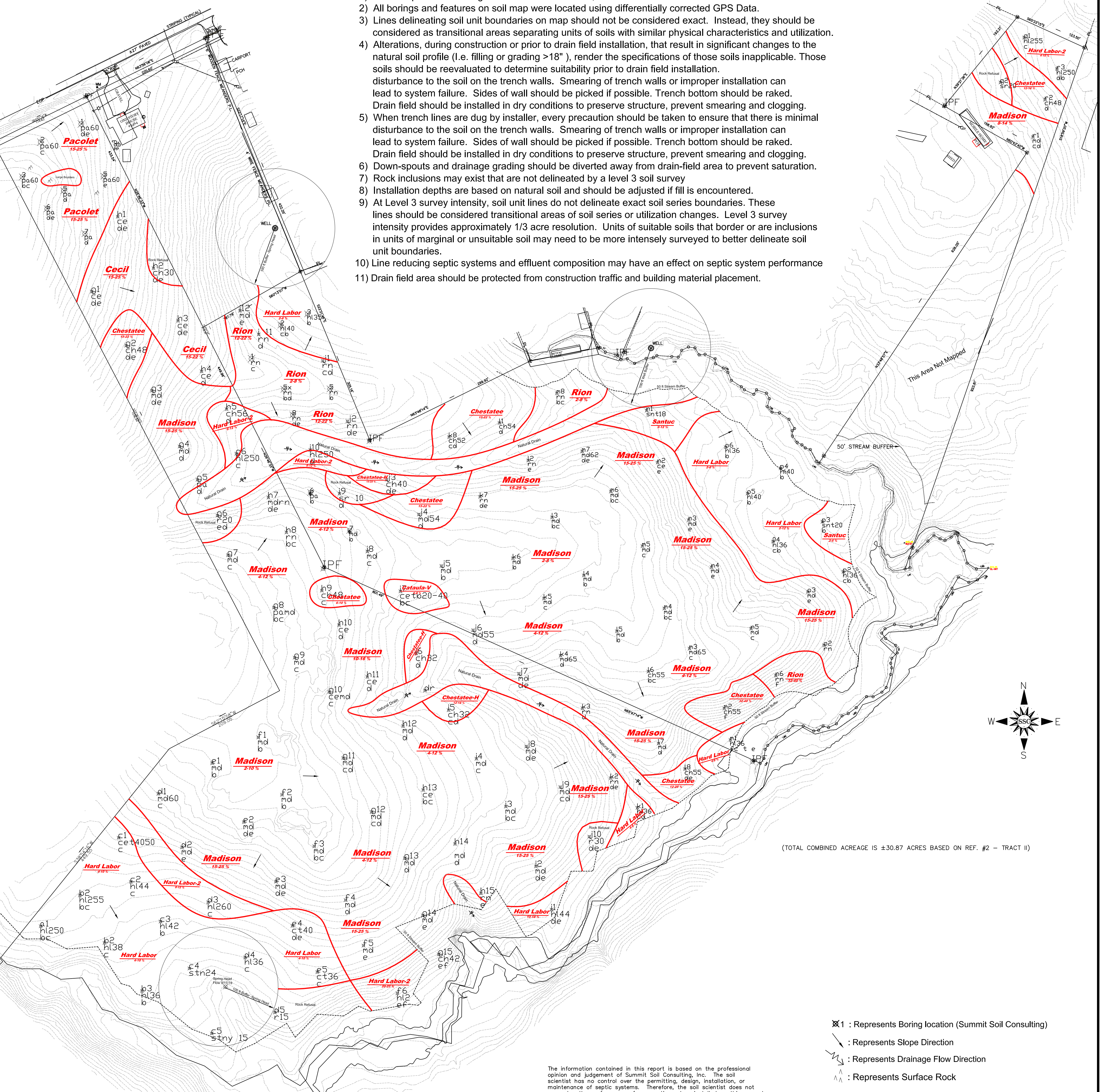
Note: - Hard rock is defined as material impenetrable by hand auger, soft saprolite excluded
 - Depth to water is defined as the depth to first indication of seasonal saturation
 * Slow percolation zone
 ** Depth after cut grading

SUITABILITY CODES:

- A: Soils should have ability to function as an absorption field with proper design, installation, and maintenance.
- C: Due to seasonal saturation, and/or drainage problems, failure of conventional system is probable. Alternative systems may be considered. Examples Aerobic Treatment Units, Drip Irrigation, Peat Moss Systems, Eljen Sand Filters and Low Pressure Gravel Beds. Consult with local health department.
- F: Unsuitable for septic systems under most circumstances, rock, deep fill or water table near surface.
- G: Due to slope conditions, these areas may be considered for a narrow trench installation or alternative method if proper depth and length can be achieved. An Aerobic Treatment Unit or other class 1 producing system should be considered to increase depth of installation on these steep slopes. The septic system should be installed before construction to ensure proper installation.
- H: Test pits dug with a back-hoe may be considered to determine suitability due to multiple shallow rock refusals. Rock refusal was encountered at 34"-42" inches with a hand auger. A shallow installation with an alternative system or conventional system may be considered pending pit studies. Septic system in first is recommended on these soils. Hand auger borings are limited in rocky conditions. Installation depths may change based on pit studies.
- K: These soils generally have sufficient depth of soil material over bedrock to accommodate a septic system, however, inclusions of rock with insufficient depth may occur. Removing more than 18" of natural soil in these areas, will require the area to be reevaluated.
- P: Soil has seasonal saturation in lower portion of soil and is subject to slow percolation in the upper portion of the soil. Removing more than 12" of natural soil in these areas, will require the area to be reevaluated.
- R: Test pits with a backhoe are recommended to determine suitability.
- T: Soils should have ability to function as an absorption field with proper design, installation, and maintenance. Profiles observed in this soil unit had low to high chroma mottling, indicative of slow percolation from 20-40 inches, but were free of low chroma mottling past 40 inches. 30 inches should be cut off top to remove majority of the restrictive layer.

GENERAL NOTES AND COMMENTS:

- 1) Base Map Source: Georgia Premier Land Services, Inc.
- 2) All borings and features on soil map were located using differentially corrected GPS Data.
- 3) Lines delineating soil unit boundaries on map should not be considered exact. Instead, they should be considered as transitional areas separating units of soils with similar physical characteristics and utilization.
- 4) Alterations, during construction or prior to drain field installation, that result in significant changes to the natural soil profile (i.e. filling or grading >18"), render the specifications of those soils inapplicable. Those soils should be reevaluated to determine suitability prior to drain field installation. disturbance to the soil on the trench walls. Smearing of trench walls or improper installation can lead to system failure. Sides of wall should be picked if possible. Trench bottom should be raked. Drain field should be installed in dry conditions to preserve structure, prevent smearing and clogging.
- 5) When trench lines are dug by installer, every precaution should be taken to ensure that there is minimal disturbance to the soil on the trench walls. Smearing of trench walls or improper installation can lead to system failure. Sides of wall should be picked if possible. Trench bottom should be raked. Drain field should be installed in dry conditions to preserve structure, prevent smearing and clogging.
- 6) Down-spouts and drainage grading should be diverted away from drain-field area to prevent saturation.
- 7) Rock inclusions may exist that are not delineated by a level 3 soil survey
- 8) Installation depths are based on natural soil and should be adjusted if fill is encountered.
- 9) At Level 3 survey intensity, soil unit lines do not delineate exact soil series boundaries. These lines should be considered transitional areas of soil series or utilization changes. Level 3 survey intensity provides approximately 1/3 acre resolution. Units of suitable soils that border or are inclusions in units of marginal or unsuitable soil may need to be more intensely surveyed to better delineate soil unit boundaries.
- 10) Line reducing septic systems and effluent composition may have an effect on septic system performance
- 11) Drain field area should be protected from construction traffic and building material placement.



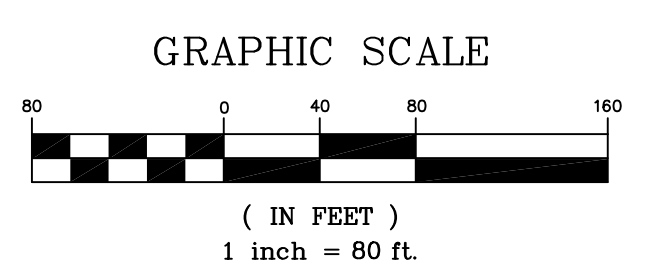
⊗ : Represents Boring location (Summit Soil Consulting)
 ↘ : Represents Slope Direction
 ↙ : Represents Drainage Flow Direction
 ▲ : Represents Surface Rock

The information contained in this report is based on the professional opinion and judgement of Summit Soil Consulting, Inc. The soil scientist has no control over the permitting, design, installation, or maintenance of septic systems. Therefore, the soil scientist does not guarantee the performance of any septic system installed on this property.

Date: 9/23/19

LEVEL 3 SOIL SURVEY

Client Data:
 Sabina Chowdhury
 Address
 City & Zip Code
 Phone:



Summit Soil Consulting Inc.
 Soil Surveying Site Plans Wetlands Delineation Septic Design Consulting
 (770) 965-1617
 853 RAY PALMER RD CLEVELAND GA 30528
 Web: summitsoil.com EMAIL: SUMMITSOIL@GMAIL.COM

Gillsville Highway Tract

All that tract or parcel of land lying and being in the Tadmore District, G.M.D. 268, Hall County Georgia and being particularly described as follows:

To find the true point of beginning, commence at the centerline intersection of Gillsville Highway and East Hall Road; THENCE traveling South 49 Degrees 45 Minutes 05 Seconds West for a distance of 168.56 feet to a point on the southeasterly right of way of Gillsville Highway (80' right of way), said point marked by a ½ inch rebar pin found; THENCE on said right of way South 63 Degrees 56 Minutes 06 Seconds West for a distance of 220.60 feet to a point, said point marked by a ½ inch rebar pin found, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, leaving said right of way and traveling South 26 Degrees 46 Minutes 33 Seconds East for a distance of 433.54 feet to a point, said point marked by a ½ inch rebar pin set; THENCE North 60 Degrees 13 Minutes 07 Seconds East for a distance of 187.79 feet to a point, said point marked by a Flatbar found; THENCE South 22 Degrees 21 Minutes 46 Seconds East for a distance of 305.16 feet to a point, said point marked by a 5/8 inch rebar pin found; THENCE North 63 Degrees 48 Minutes 14 Seconds East for a distance of 299.92 feet to a point, said point marked by a ½ inch rebar pin found; THENCE North 79 Degrees 06 Minutes 42 Seconds East for a distance of 119.13 feet to a point in the centerline creek; THENCE traveling on said centerline creek the following forty (40) courses and distances:

South 49 Degrees 48 Minutes 39 Seconds East for a distance of 11.52 feet to a point; THENCE South 75 Degrees 10 Minutes 03 Seconds East for a distance of 21.55 feet to a point; THENCE South 39 Degrees 05 Minutes 38 Seconds East for a distance of 8.92 feet to a point; THENCE North 83 Degrees 01 Minutes 44 Seconds East for a distance of 10.26 feet to a point; THENCE South 57 Degrees 42 Minutes 11 Seconds East for a distance of 14.76 feet to a point; THENCE North 66 Degrees 32 Minutes 40 Seconds East for a distance of 20.87 feet to a point; THENCE North 83 Degrees 58 Minutes 48 Seconds East for a distance of 12.13 feet to a point; THENCE North 58 Degrees 59 Minutes 42 Seconds East for a distance of 6.91 feet to a point; THENCE South 86 Degrees 13 Minutes 10 Seconds East for a distance of 25.19 feet to a point; THENCE South 84 Degrees 52 Minutes 48 Seconds East for a distance of 10.74 feet to a point; THENCE North 34 Degrees 58 Minutes 10 Seconds East for a distance of 5.46 feet to a point; THENCE North 20 Degrees 49 Minutes 23 Seconds East for a distance of 7.24 feet to a point; THENCE North 64 Degrees 04 Minutes 01 Seconds East for a distance of 12.89 feet to a point; THENCE South 81 Degrees 41 Minutes 42 Seconds East for a distance of 10.91 feet to a point; THENCE South 31 Degrees 43 Minutes 56 Seconds East for a distance of 13.44 feet to a point; THENCE North 84 Degrees 30 Minutes 45 Seconds East for a distance of 9.91 feet to a point; THENCE South

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65 Degrees 16 Minutes 16 Seconds East for a distance of 18.44 feet to a point; THENCE South 05 Degrees 57 Minutes 24 Seconds East for a distance of 8.39 feet to a point; THENCE South 60 Degrees 52 Minutes 10 Seconds East for a distance of 14.73 feet to a point; THENCE South 47 Degrees 43 Minutes 46 Seconds East for a distance of 10.46 feet to a point; THENCE South 23 Degrees 53 Minutes 26 Seconds East for a distance of 14.70 feet to a point; THENCE South 56 Degrees 54 Minutes 48 Seconds East for a distance of 19.72 feet to a point; THENCE South 45 Degrees 07 Minutes 02 Seconds East for a distance of 7.23 feet to a point; THENCE South 64 Degrees 38 Minutes 32 Seconds East for a distance of 17.58 feet to a point; THENCE North 31 Degrees 04 Minutes 00 Seconds East for a distance of 8.61 feet to a point; THENCE South 71 Degrees 36 Minutes 02 Seconds East for a distance of 17.63 feet to a point; THENCE South 28 Degrees 35 Minutes 11 Seconds East for a distance of 10.54 feet to a point; THENCE South 14 Degrees 37 Minutes 40 Seconds West for a distance of 13.83 feet to a point; THENCE South 40 Degrees 49 Minutes 32 Seconds East for a distance of 11.79 feet to a point; THENCE South 84 Degrees 09 Minutes 39 Seconds East for a distance of 12.53 feet to a point; THENCE South 55 Degrees 54 Minutes 19 Seconds East for a distance of 19.34 feet to a point; THENCE South 31 Degrees 09 Minutes 26 Seconds East for a distance of 18.10 feet to a point; THENCE South 46 Degrees 01 Minutes 29 Seconds West for a distance of 5.28 feet to a point; THENCE South 01 Degrees 20 Minutes 41 Seconds East for a distance of 8.95 feet to a point; THENCE South 37 Degrees 11 Minutes 38 Seconds East for a distance of 13.04 feet to a point; THENCE South 62 Degrees 17 Minutes 32 Seconds East for a distance of 9.14 feet to a point; THENCE South 46 Degrees 35 Minutes 39 Seconds East for a distance of 7.61 feet to a point; THENCE South 72 Degrees 13 Minutes 26 Seconds East for a distance of 8.94 feet to a point; THENCE South 27 Degrees 39 Minutes 01 Seconds East for a distance of 22.46 feet to a point; THENCE South 55 Degrees 23 Minutes 35 Seconds East for a distance of 4.96 feet to a point; THENCE leaving said centerline creek North 33 Degrees 48 Minutes 57 Seconds East for a distance of 626.05 feet to a point, said point marked by a ½ inch rebar pin found; THENCE North 60 Degrees 43 Minutes 40 Seconds West for a distance of 158.92 feet to a point, said point marked by a 5/8 inch rebar pin found; THENCE North 39 Degrees 21 Minutes 36 Seconds East for a distance of 193.21 feet to a point, said point marked by a 5/8 inch rebar pin found; THENCE South 65 Degrees 33 Minutes 15 Seconds East for a distance of 123.50 feet to a point, said point marked by a 1.5 inch open top pipe found; THENCE South 18 Degrees 59 Minutes 20 Seconds West for a distance of 923.81 feet to a point in thence centerline of a creek; THENCE traveling on said centerline creek the following one hundred and eleven (111) courses and distances:
North 74 Degrees 58 Minutes 44 Seconds East for a distance of 8.36 feet to a point; THENCE North 00 Degrees 17 Minutes 02 Seconds West for a distance of 16.82 feet to a point; THENCE North 47 Degrees 57 Minutes 51 Seconds East for a distance of 16.71 feet to a point; THENCE North 46 Degrees 59 Minutes 18 Seconds East for a distance of 24.65

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feet to a point; THENCE North 46 Degrees 08 Minutes 50 Seconds East for a distance of 13.84 feet to a point; THENCE South 60 Degrees 40 Minutes 56 Seconds East for a distance of 11.88 feet to a point; THENCE South 70 Degrees 36 Minutes 24 Seconds East for a distance of 8.59 feet to a point; THENCE North 60 Degrees 59 Minutes 03 Seconds East for a distance of 11.81 feet to a point; THENCE North 47 Degrees 45 Minutes 46 Seconds East for a distance of 9.05 feet to a point; THENCE South 56 Degrees 17 Minutes 27 Seconds East for a distance of 5.20 feet to a point; THENCE South 05 Degrees 46 Minutes 32 Seconds East for a distance of 12.48 feet to a point; THENCE South 34 Degrees 24 Minutes 47 Seconds East for a distance of 16.47 feet to a point; THENCE South 14 Degrees 31 Minutes 57 Seconds East for a distance of 21.52 feet to a point; THENCE South 57 Degrees 47 Minutes 44 Seconds East for a distance of 18.02 feet to a point; THENCE North 86 Degrees 38 Minutes 59 Seconds East for a distance of 20.98 feet to a point; THENCE South 44 Degrees 04 Minutes 52 Seconds West for a distance of 27.47 feet to a point; THENCE South 73 Degrees 24 Minutes 56 Seconds West for a distance of 14.96 feet to a point; THENCE North 63 Degrees 05 Minutes 53 Seconds West for a distance of 19.76 feet to a point; THENCE South 29 Degrees 43 Minutes 38 Seconds West for a distance of 21.48 feet to a point; THENCE South 32 Degrees 56 Minutes 23 Seconds West for a distance of 16.19 feet to a point; THENCE South 27 Degrees 50 Minutes 11 Seconds West for a distance of 20.64 feet to a point; THENCE South 25 Degrees 59 Minutes 41 Seconds West for a distance of 22.17 feet to a point; THENCE South 67 Degrees 45 Minutes 51 Seconds West for a distance of 24.21 feet to a point; THENCE South 78 Degrees 41 Minutes 59 Seconds West for a distance of 18.09 feet to a point; THENCE North 82 Degrees 43 Minutes 18 Seconds West for a distance of 28.38 feet to a point; THENCE South 65 Degrees 44 Minutes 18 Seconds West for a distance of 17.22 feet to a point; THENCE South 38 Degrees 07 Minutes 48 Seconds West for a distance of 9.16 feet to a point; THENCE South 36 Degrees 05 Minutes 02 Seconds East for a distance of 11.36 feet to a point; THENCE South 55 Degrees 45 Minutes 35 Seconds East for a distance of 20.34 feet to a point; THENCE South 11 Degrees 20 Minutes 26 Seconds East for a distance of 12.87 feet to a point; THENCE South 45 Degrees 26 Minutes 46 Seconds West for a distance of 12.79 feet to a point; THENCE South 12 Degrees 34 Minutes 51 Seconds West for a distance of 8.59 feet to a point; THENCE South 12 Degrees 46 Minutes 19 Seconds East for a distance of 7.89 feet to a point; THENCE South 09 Degrees 08 Minutes 44 Seconds West for a distance of 11.25 feet to a point; THENCE South 18 Degrees 46 Minutes 44 Seconds West for a distance of 22.96 feet to a point; THENCE South 42 Degrees 39 Minutes 57 Seconds West for a distance of 10.66 feet to a point; THENCE South 62 Degrees 25 Minutes 53 Seconds West for a distance of 16.70 feet to a point; THENCE North 88 Degrees 46 Minutes 19 Seconds West for a distance of 10.92 feet to a point; THENCE South 43 Degrees 05 Minutes 43 Seconds West for a distance of 25.29 feet to a point; THENCE South 53 Degrees 22 Minutes 35 Seconds West for a distance of 16.68 feet to a point; THENCE South 69 Degrees 38 Minutes 01 Seconds West for a distance of 11.17 feet to a point;

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THENCE South 35 Degrees 21 Minutes 59 Seconds West for a distance of 16.19 feet to a point; THENCE South 64 Degrees 32 Minutes 05 Seconds West for a distance of 14.51 feet to a point; THENCE North 76 Degrees 29 Minutes 49 Seconds West for a distance of 9.59 feet to a point; THENCE South 47 Degrees 00 Minutes 39 Seconds West for a distance of 10.08 feet to a point; THENCE South 82 Degrees 27 Minutes 24 Seconds West for a distance of 8.21 feet to a point; THENCE North 64 Degrees 35 Minutes 58 Seconds West for a distance of 19.71 feet to a point; THENCE North 88 Degrees 35 Minutes 31 Seconds West for a distance of 17.16 feet to a point; THENCE South 43 Degrees 20 Minutes 00 Seconds West for a distance of 11.17 feet to a point; THENCE South 61 Degrees 46 Minutes 16 Seconds West for a distance of 22.67 feet to a point; THENCE South 45 Degrees 43 Minutes 31 Seconds West for a distance of 20.27 feet to a point; THENCE South 32 Degrees 08 Minutes 58 Seconds West for a distance of 7.86 feet to a point; THENCE South 07 Degrees 59 Minutes 21 Seconds West for a distance of 15.44 feet to a point; THENCE South 36 Degrees 58 Minutes 11 Seconds West for a distance of 10.18 feet to a point; THENCE South 07 Degrees 54 Minutes 31 Seconds West for a distance of 34.99 feet to a point; THENCE South 45 Degrees 49 Minutes 06 Seconds West for a distance of 31.95 feet to a point; THENCE South 70 Degrees 46 Minutes 48 Seconds West for a distance of 25.80 feet to a point; THENCE South 45 Degrees 38 Minutes 35 Seconds West for a distance of 22.03 feet to a point; THENCE South 52 Degrees 25 Minutes 41 Seconds West for a distance of 64.70 feet to a point; THENCE South 68 Degrees 36 Minutes 49 Seconds West for a distance of 42.73 feet to a point; THENCE South 11 Degrees 25 Minutes 59 Seconds West for a distance of 26.56 feet to a point; THENCE South 69 Degrees 08 Minutes 52 Seconds West for a distance of 66.78 feet to a point; THENCE South 11 Degrees 26 Minutes 43 Seconds West for a distance of 21.06 feet to a point; THENCE South 49 Degrees 11 Minutes 55 Seconds West for a distance of 39.14 feet to a point; THENCE South 89 Degrees 47 Minutes 41 Seconds West for a distance of 18.10 feet to a point; THENCE South 09 Degrees 58 Minutes 12 Seconds West for a distance of 11.11 feet to a point; THENCE South 21 Degrees 25 Minutes 52 Seconds West for a distance of 71.77 feet to a point; THENCE South 53 Degrees 33 Minutes 29 Seconds West for a distance of 37.20 feet to a point; THENCE South 72 Degrees 24 Minutes 48 Seconds West for a distance of 47.15 feet to a point; THENCE North 58 Degrees 44 Minutes 25 Seconds West for a distance of 21.19 feet to a point; THENCE North 32 Degrees 12 Minutes 02 Seconds West for a distance of 41.09 feet to a point; THENCE South 35 Degrees 10 Minutes 16 Seconds West for a distance of 21.56 feet to a point; THENCE North 77 Degrees 29 Minutes 50 Seconds West for a distance of 14.66 feet to a point; THENCE North 42 Degrees 10 Minutes 38 Seconds West for a distance of 33.41 feet to a point; THENCE North 78 Degrees 23 Minutes 31 Seconds West for a distance of 14.35 feet to a point; THENCE South 68 Degrees 02 Minutes 34 Seconds West for a distance of 15.81 feet to a point; THENCE South 44 Degrees 05 Minutes 12 Seconds East for a distance of 33.38 feet to a point; THENCE South 19 Degrees 59 Minutes 57 Seconds West for a distance of

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33.60 feet to a point; THENCE South 17 Degrees 16 Minutes 16 Seconds West for a distance of 25.72 feet to a point; THENCE North 77 Degrees 24 Minutes 38 Seconds West for a distance of 23.47 feet to a point; THENCE South 25 Degrees 06 Minutes 37 Seconds West for a distance of 10.26 feet to a point; THENCE South 41 Degrees 29 Minutes 49 Seconds East for a distance of 12.36 feet to a point; THENCE South 00 Degrees 57 Minutes 44 Seconds West for a distance of 34.25 feet to a point; THENCE South 48 Degrees 57 Minutes 07 Seconds West for a distance of 23.10 feet to a point; THENCE South 00 Degrees 16 Minutes 47 Seconds West for a distance of 28.90 feet to a point; THENCE North 75 Degrees 15 Minutes 57 Seconds West for a distance of 27.81 feet to a point; THENCE North 82 Degrees 16 Minutes 41 Seconds West for a distance of 27.57 feet to a point; THENCE South 79 Degrees 55 Minutes 08 Seconds West for a distance of 45.74 feet to a point; THENCE South 37 Degrees 12 Minutes 02 Seconds West for a distance of 15.98 feet to a point; THENCE North 66 Degrees 54 Minutes 52 Seconds West for a distance of 28.99 feet to a point; THENCE South 56 Degrees 13 Minutes 33 Seconds West for a distance of 19.56 feet to a point; THENCE North 86 Degrees 10 Minutes 02 Seconds West for a distance of 38.12 feet to a point; THENCE South 43 Degrees 35 Minutes 50 Seconds West for a distance of 47.90 feet to a point; THENCE South 13 Degrees 16 Minutes 09 Seconds West for a distance of 24.19 feet to a point; THENCE South 45 Degrees 43 Minutes 37 Seconds West for a distance of 14.26 feet to a point; THENCE North 59 Degrees 38 Minutes 50 Seconds West for a distance of 30.39 feet to a point; THENCE North 31 Degrees 46 Minutes 50 Seconds West for a distance of 23.25 feet to a point; THENCE South 57 Degrees 45 Minutes 45 Seconds West for a distance of 16.77 feet to a point; THENCE South 65 Degrees 53 Minutes 46 Seconds West for a distance of 66.92 feet to a point; THENCE North 53 Degrees 43 Minutes 44 Seconds West for a distance of 57.48 feet to a point; THENCE North 68 Degrees 57 Minutes 33 Seconds West for a distance of 50.84 feet to a point; THENCE North 50 Degrees 52 Minutes 46 Seconds West for a distance of 71.35 feet to a point; THENCE North 69 Degrees 30 Minutes 43 Seconds West for a distance of 42.37 feet to a point; THENCE North 41 Degrees 57 Minutes 12 Seconds West for a distance of 15.61 feet to a point; THENCE North 74 Degrees 09 Minutes 11 Seconds West for a distance of 19.61 feet to a point; THENCE North 32 Degrees 23 Minutes 57 Seconds West for a distance of 62.50 feet to a point; THENCE South 85 Degrees 47 Minutes 38 Seconds West for a distance of 35.60 feet to a point; THENCE North 63 Degrees 10 Minutes 58 Seconds West for a distance of 39.33 feet to a point; THENCE South 89 Degrees 33 Minutes 54 Seconds West for a distance of 29.88 feet to a point; THENCE North 72 Degrees 35 Minutes 48 Seconds West for a distance of 26.53 feet to a point; THENCE North 43 Degrees 31 Minutes 42 Seconds West for a distance of 15.12 feet to a point;

THENCE leaving said centerline creek and traveling North 38 Degrees 54 Minutes 16 Seconds East for a distance of 449.56 feet to a point; THENCE North 62 Degrees 15 Minutes 58 Seconds East for a distance of 209.05 feet to a point, said point marked by a 1.5

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inch open top pipe; THENCE North 27 Degrees 36 Minutes 02 Seconds West for a distance of 1036.84 feet to a point on the southeasterly right of way of Gillsville Highway (80' right of way); THENCE traveling on said right of way North 63 Degrees 51 Minutes 15 Seconds East for a distance of 174.63 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said property contains +/-30.87 Acres.

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Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Friday, June 28, 2024 10:26 AM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 8.5.24

Please find Environmental Health comments below:

Item 1, 0/3454 Gillsville Hwy, Chowdhury: 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.

Item 2A,B,C, 1954 Mountain View Road, Matheny: Must meet all residential permitting requirements.

Item 3A,B, 3193 Wallace Road, Del Toro: Must meet all residential permitting requirements.

Item 4A,B,C, 5248 Byers Road, Villeda: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 5, 3117 Athens Hwy, Agile Cold Storage: No comment.

Item 6, 5820 McEver Road, Nabeel: If public sewer not available, development must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Wastewater treatment and disposal may be required to be permitted through EPD. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan.

Item 7, 2052 Spring Road, Ruelas: No comment. Public sewer.

Item 8A,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.

Item 9, 4518/4520 Cagle Road, Rochester: If public sewer not available, development must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review.

Item 10, 5991 Swansey Road, Abernathy: No comment. Public sewer

Emily McGahee
Hall County Environmental Health
Hall County Government Center

2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Wednesday, July 3, 2024 1:56 PM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Planning Agenda for August 5, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See responses in red, below.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, June 27, 2024 10:48 AM
Subject: Tentative Planning Agenda for August 5, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning –

Here is the Tentative Agenda and Maps for the **Monday, August 5, 2024** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday, July 5th**. Email comments to Beth (bgarmon@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – July 15, 2024

OLD BUSINESS

1. [0 & 3454 Gillsville Highway | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 30.78± acre tract located on the south side of Gillsville Highway \(GA-323\), approximately 370 feet from its intersection with East Hall Road | Zoned AR-IV; Tax Parcels 15016 000158A & 000028C | Proposed Use: 20-lot residential subdivision | ** Commission District 3 | Sabina Chowdhury, applicant](#) Access on SR 323 will require GDOT coordination.

NEW BUSINESS

2. [\(A\) 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 Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#) No GDOT coordination required

- (B) 1954 Mountain View Road | Variance | 17.240.010.** to reduce the front yard setback along Mountain View Road | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | **Proposed Use: Single-family residence** | * Commission District 4 | **Randy L. Matheny, applicant** **No GDOT coordination required**
- (C) 1954 Mountain View Road | Variance | 17.240.010.** to reduce the rear yard setback | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | **Proposed Use: Single-family residence** | * Commission District 4 | **Randy L. Matheny, applicant** **No GDOT coordination required**
3. **(A) 3193 Wallace Road | Variance | 17.240.010.** to reduce the front yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | **Proposed Use: Single-family residence** | * Commission District 3 | **Julia Del Toro, applicant**
(B) 3193 Wallace Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | **Proposed Use: Single-family residence** | * Commission District 3 | **Julia Del Toro, applicant** **No GDOT coordination required**
4. **(A) 5248 Byers Road | Variance | 17.240.010.** to reduce the right side yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Detached garage** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
(B) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Detached garage** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
(C) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | **Proposed Use: Single-family residence** | * Commission District 2 | **Hector J & Teresa Villeda, applicant** **No GDOT coordination required**
5. **3117 Athens Highway | Variance | 17.420.060.** to allow for additional wall signs | on a 34.52± acre tract located on the north side of Athens Highway (GA-129) at its intersection with Roy Parks Road | Zoned I-I (GCOD); Tax Parcel 15024 000036 | **Purpose: Wall sign** | * Commission District 3 | **Agile Cold Storage c/o John Blan, applicant** **No GDOT coordination required**
6. **5820 McEver Road | Amend Conditions of Zoning** | on a 3.57± acre tract located on the west side of McEver Road at its intersection with Lights Ferry Road | Zoned H-B, Tax Parcel 08119 000003 | **Proposed Use: Gas station and convenience store** | ** Commission District 2 | **Nabeel Group of Companies, Inc, applicant** **No GDOT coordination required**
7. **2052 Spring Road | Reestablishment of a Nonconforming Use** | on a 0.19± acre tract located on the north side of Spring Road, approximately 237 feet from its intersection with Skelton Road | Zoned H-B, Tax Parcel 00122 002010 | **Proposed Use: Single-family residence** | ** Commission District 4 | **Ashley Xitlaly Ruelas, applicant** **No GDOT coordination required**
8. **(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 side 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**
(B) 5181 Dudley Hill Road | Use Subject to County Commission Approval | 17.70.040 for a subdivision | on a 47.61± acre tract located on the west side 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**
(C) 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 side 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**

9. [\(A\) 4518 & 4520 Cagle Road | Rezone | from Agricultural Residential III \(AR-III\) to Light Industrial \(I-I\) & Gateway Corridors Overlay District \(GCOD\) | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Permitted uses in light industrial zoning district | ** Commission District 3 | Rochester|DCCM, applicant](#) Access on SR 365 will require GDOT coordination.
10. [\(B\) 4518 & 4520 Cagle Road | Use Subject to County Commission | 17.420.050 for outdoor storage within GCOD | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | Proposed Use: Outdoor storage | ** Commission District 3 | Rochester|DCCM, applicant](#) Access on SR 365 will require GDOT coordination.

[5991 Swansey Road | Amend Conditions of Zoning | on a 38.45 ± acre tract located on the south side of Swansey Road approximately 476 feet from its intersection with Circle Four Ranch | Zoned PRD, Tax Parcel 15048 000034 | Proposed Use: 100-lot subdivision | ** Commission District 1 | Abernathy Engineering Group, applicant](#) No GDOT coordination required

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, September 12, 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, September 12, 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: July 5, 2024

t: 770.531.6800 | f: 770.531.3945

Subject: August 5, 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 August 5, 2024 meeting. Upon review, we provide the following comments.

OLD BUSINESS

1. [0 & 3454 Gillsville Highway | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 30.78± acre tract located on the south side of Gillsville Highway \(GA-323\), approximately 370 feet from its intersection with East Hall Road | Zoned AR-IV; Tax Parcels 15016 000158A & 000028C | Proposed Use: 20-lot residential subdivision | ** Commission District 3 | Sabina Chowdhury, applicant](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream Show FEMA and Hall County studied Flood plains that are present on site.
 - b. **Traffic:** GA DOT driveway permit required
 - c. **Utilities:** NO sanitary sewer in area.

NEW BUSINESS

2. [\(A\) 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 Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#)
[\(B\) 1954 Mountain View Road | Variance | 17.240.010. to reduce the front yard setback along Mountain View Road | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | Zoned R-II; Tax Parcel 08009 007001 | Proposed Use: Single-family residence | * Commission District 4 | Randy L. Matheny, applicant](#)
[\(C\) 1954 Mountain View Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.37± acre tract located on the east side of Mountain View Road at its intersection with Memorial Park Place | 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.
3. [\(A\) 3193 Wallace Road | Variance | 17.240.010. to reduce the front yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | Proposed Use: Single-family residence | * Commission District 3 | Julia Del Toro, applicant](#)
[\(B\) 3193 Wallace Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.49± acre tract located on the east side of Wallace Road at its intersection with Baker Road | Zoned AR-IV; Tax Parcel 15024 000058 | Proposed Use: Single-family residence | * Commission District 3 | Julia Del Toro, applicant](#)
- a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.
4. [\(A\) 5248 Byers Road | Variance | 17.240.010. to reduce the right side yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | Proposed Use: Detached garage | * Commission District 2 | Hector J & Teresa Villeda, applicant](#)
[\(B\) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | Proposed Use: Detached garage | * Commission District 2 | Hector J & Teresa Villeda, applicant](#)
[\(C\) 5248 Byers Road | Variance | 17.240.010. to reduce the rear yard setback | on a 0.61± acre tract located west side of Byers Road, approximately 941 feet from its intersection with Flat Creek Road | Zoned AR-III; Tax Parcel 08077 001017 | Proposed Use: Single-family residence | * Commission District 2 | Hector J & Teresa Villeda, applicant](#)
- a. **Engineering:** Drainage easement may be changed, but must enter and exit in the place as the final plat PB:40 PG:242.
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.
5. [3117 Athens Highway | Variance | 17.420.060. to allow for additional wall signs | on a 34.52± acre tract located on the north side of Athens Highway \(GA-129\) at its intersection with Roy Parks Road | Zoned I-I \(GCOD\); Tax Parcel 15024 000036 | Purpose: Wall sign | * Commission District 3 | Agile Cold Storage c/o John Blan, applicant](#)
- a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.

6. [5820 McEver Road | Amend Conditions of Zoning | on a 3.57± acre tract located on the west side of McEver Road at its intersection with Lights Ferry Road | Zoned H-B, Tax Parcel 08119 000003 | **Proposed Use: Gas station and convenience store** | ** Commission District 2 | **Nabeel Group of Companies, 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.
 - b. **Traffic:** Driveway to be reviewed during plan review
 - c. **Utilities:** No Hall County sewer in area.

7. [2052 Spring Road | Reestablishment of a Nonconforming Use | on a 0.19± acre tract located on the north side of Spring Road, approximately 237 feet from its intersection with Skelton Road | Zoned H-B, Tax Parcel 00122 002010 | **Proposed Use: Single-family residence** | ** Commission District 4 | **Ashley Xitlaly Ruelas, applicant**](#)
 - a. **Engineering:** No comment
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.

8. [\(A\) 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 side 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:** Show stream buffer and impervious setback from wooded vegetation not centerline of stream.
As this subdivision is greater than 6 lots on an existing road a stormwater management report prepared by a professional engineer will be required. Show FEMA and Hall County studied Flood plains that are present on site.
 - b. **Traffic:** Provide sight distance for each drive
Common access drive will need to meet County standards and go through the development review process.
 - c. **Utilities:** No comment.

9. [\(A\) 4518 & 4520 Cagle Road | Rezone | from Agricultural Residential III \(AR-III\) to Light Industrial \(I-I\) & Gateway Corridors Overlay District \(GCOD\) | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | **Proposed Use: Permitted uses in light industrial zoning district** | ** Commission District 3 | **Rochester/DCCM, applicant**](#)
[\(B\) 4518 & 4520 Cagle Road | Use Subject to County Commission 17.420.050 for outdoor storage within GCOD | on a 16.61± combined tract located on the west side of Cornelia Highway, approximately 870 feet from its intersection with Cagle Road | Zoned AR-IV, Tax Parcel 15007 000030 & 15007 000031 | **Proposed Use: Outdoor storage** | ** Commission District 3 | **Rochester/DCCM, applicant**](#)

- a. **Engineering:** Show stream buffer and impervious setback from wretched vegetation not centerline of stream
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
- b. **Traffic:** GA DOT permit required
- c. **Utilities:** Sanitary sewer on SR 365

10. [5991 Swansey Road | Amend Conditions of Zoning | on a 38.45 ± acre tract located on the south side of Swansey Road approximately 476 feet from its intersection with Circle Four Ranch | Zoned PRD, Tax Parcel 15048 000034 | Proposed Use: 100-lot subdivision | ** Commission District 1 | Abernathy Engineering Group, applicant](#)

- a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
Show stream buffer and impervious setback from wretched vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.
- b. **Traffic:** Needs to be reviewed by legal
- c. **Utilities:** No comment.

Print

Planning Commission Comments - June 3, 2024 - Submission #98059

Date Submitted: 5/30/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Lynn

Last Name*

Marietta

Address1*

3941 Gillsville Hwy

Address2

City*

Gillsville

State*

GA

Zip*

30543

Zoning Item for Comment*

0 & 3454 Gillsville Highway

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

It has come to my attention that a residential subdivision entrance at 3454 Gillsville Highway has again been presented to Hall County Planning. As this proposed neighborhood is within a few feet of the previous proposal, the validity of safety is still a major concern--this would create a dangerous intersection. Please review the Board of Commissioners notes from the denial in 2021. There are numerous accidents at this intersection already, as those pulling out from East Hall Road onto Gillsville Highway don't have ample line of site to the right due to the hill. While I realize Hall County desperately needs additional housing, this is a dangerous place to add an entrance to a subdivision.

Please deny this subdivision request based on numerous safety concerns. Thank you in advance.

Please write your comments in the box above.

Print

Planning Commission Comments - June 3, 2024 - Submission #98116

Date Submitted: 6/2/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

amy

Last Name*

Cruce

Address1*

3648 Lebanon Church Road

Address2

City*

Gillsville

State*

GA

Zip*

30543

Zoning Item for Comment*

0 & 3454 Gillsville Highway

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

I am concerned about the development of this property and how it will affect the water table. We currently are on well water as is everyone on Lebanon Church Road. This development is such close proximity that I am concerned that the water will be contaminated by additional homes. The site of entry of said development is also of concern as it is in between a blind curve and East Hall Road which is already a source of numerous accidents. Highway 323 is a heavily truck traveled road which makes entry at that location dangerous.

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Print

Planning Commission Comments - June 3, 2024 - Submission #98124

Date Submitted: 6/2/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Anna

Last Name*

Hewell

Address1*

3396 Gillsville Hwy

Address2

City*

Gainesville

State*

Ga

Zip*

30507

Zoning Item for Comment*

0 & 3454 Gillsville Highway

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

I am writing you to voice my concern and opposition to the proposed 20 lot PRD on Gillsville Hwy.

The area of the proposed entrance is on an already busy two-lane road. There is limited line of site due to the blind hill on Gillsville Hwy. Vehicles and large trucks travel this hill at high speeds, which is already dangerous at the East Hall Rd intersection at the bottom of this hill.

Many families in the area surrounding the subdivision also have wells, there is concern about contamination to the drinking water. I am also concerned about the impact on the agricultural land and our farmers nearby.

While I know and understand Hall County is growing, I also believe it is necessary to be diligent and mindful of how and where we are allowing growth. The rezoning is inconsistent with the current Comprehensive Land Use Plan and it is also inconsistent with what is currently in the surrounding area. Once you pass Tadmore School, it is single family homes and/or farmland.

Please write your comments in the box above.

Print

Planning Commission Comments - June 3, 2024 - Submission #98125

Date Submitted: 6/3/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Donald

Last Name*

Snare

Address1*

3429 Holly Springs Rd

Address2

City*

Gainesville

State*

GA

Zip*

30507-9426

Zoning Item for Comment*

0 & 3454 Gillsville Highway

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

I strongly oppose the residential development proposed at 3454 Gillsville Highway, because of severe traffic hazards at that location.

DANGEROUS INTERSECTION:

I live and work nearby, and the intersection of Gillsville Highway with East Hall Road is the most dangerous part of my drive every day. The intersection is awkward and has poor visibility. School buses cannot even make their right turns onto Gillsville Highway without going across the center line. And there are a lot of school buses using this intersection. Traffic turning from Gillsville Hwy onto East Hall Road often has to sit and wait to turn. Vehicles coming east on Gillsville Hwy, behind them, down the steep hill, often have to stop... but sometimes can't.

Traffic has increased the last few years, and is expected to continue to increase. One neighbor who lives and works close to the intersection counts several accidents happening most months.

INADEQUATE VISIBILITY, DUE TO BLIND CURVE & STEEP HILL ON EAST SIDE OF PROPOSED SUBDIVISION:

Eastbound vehicles would come around the blind curve, and start down the steep hill, whose curvature hides the development entrance until you're practically on top of it. Drivers may not see vehicles pulling out of the development until too late to avoid a collision. Likewise, vehicles pulling out of the development would not be able to easily see oncoming eastbound traffic in time.

To add another difficult and dangerous ingredient to this area would be deadly.

For safety's sake, do not allow this.

Please write your comments in the box above.

File Upload

No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

donaldsnare@gmail.com

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Print

Planning Commission Comments - June 3, 2024 - Submission #98119

Date Submitted: 6/2/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Last Name*

Gregory & Rhett

Marlow

Address1*

3630 Lebanon Church Rd

Address2

City*

State*

Zip*

Gillsville

Georgia

30543

Zoning Item for Comment*

0 & 3454 Gillsville Highway

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

I oppose the application to rezone. This area is zoned Agriculture-Residential and should remain that way. It fits our community. The proposed application is not consistent with our community and the surrounding area. This area is Single Home Residences and Agricultural.

The proposed entrance is a very dangerous section on Gillsville hwy. This is a very busy, heavy traffic, two lane highway. Lots of big trucks travel this highway carrying supplies and picking up from factories, farms businesses and warehouses. There are eighteen-wheelers hauling cages of chickens, feed trucks and other eighteen wheelers, dump trucks, etc. traveling up and down Gillsville hwy, day and night.

Trucks hauling manure, farm equipment and other agricultural supplies travel this highway daily and cut-through Lebanon Church Rd going to nearby farms and pastures. The proposed subdivision entrance is in a really dangerous and congested section from the top of the hill down to Lebanon Church Rd.

East Hall Rd which is a few feet down and across from the proposed entrance is already a busy and dangerous road to turn in and out of onto Gillsville hwy. There's a blind spot at the top of the hill on Gillsville hwy coming down, just above the proposed subdivision entrance. You can look and it's clear, pull out and a truck will appear over the hill right on you.

East Hall Rd has lots of buses pulling in and out onto Gillsville hwy. Vehicles pulling in and out of the subdivision would only make it more dangerous for those already traveling on the hwy. We already have lots of traffic in this area. More traffic on this already busy two lane highway would only add to the dangerous situation.

I have concerns of the flood zone run off. I am concerned about erosion on my property.

I live on Lebanon Church Rd and have my own private well on my property. I am really concerned about the sewage from the subdivision. The creek runs along the backside of the proposed subdivision property and into a nearby lake. The homes in this area have their own private wells on their property for water. We do not have access to city water on Lebanon Church Rd. I am concerned about the sewage from the subdivision getting into our water system and contaminating our private wells, creeks and lakes. I have concerns for clean water and natural habitat for the wildlife that lives here in this area. Rezoning doesn't fit the consistency of our community and surrounding area. We are Single Home Residences and have farmers that own, live and work their land in this community. The proposed entrance is a danger to those that travel Gillsville hwy and for all those that live here in the community and travel Gillsville hwy daily. I oppose the rezoning application. Please take all of this into consideration when making your decision. Thank you for letting me voice my concerns.

Please write your comments in the box above.

File Upload

No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Print

Planning Commission Comments - June 3, 2024 - Submission #98117

Date Submitted: 6/2/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Jack & Virginia

Last Name*

Watson

Address1*

4054 Campground Dr

Address2

City*

Gillsville

State*

Georgia

Zip*

30543

Zoning Item for Comment*

0 & 3454 Gillsville Highway

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

Hall County Planning and Development Department:

I'm writing in response to the application of 0 & 3454 Gillsville Highway. We have several concerns about the proposed 20-lot residential subdivision proposed by Sabina Chowdhury. The residents on Lebanon Church Road and community have private wells and do not have access to city water. Our concern is that the waste water could affect the private wells. There is a creek and lake on nearby property that could also be affected by the waste water from the proposed subdivision. Another concern is the heavy traffic on Gillsville Highway and East Hall Road. Tadmore Elementary is approximately one-half mile from the entrance of the proposed subdivision. Traffic is heavy on East Hall Road and Gillsville Highway with buses traveling to Tadmore Elementary, East Hall Middle School, and East Hall High School. It is already difficult to pull out of East Hall Road onto Gillsville Highway because of the traffic. The entrance to the subdivision could be a very dangerous situation. Traffic flows around a blind curve and down a steep hill where the entrance would be. Traffic on Gillsville Highway is heavy with transfer trucks and other big trucks. When the trucks start down the hill they are traveling at a high rate of speed making it impossible for them to stop for vehicles turning into the subdivision or exiting. I feel that there would be wrecks and casualties.

Thank you for taking our concerns into consideration.

Jack & Virginia Watson

Please write your comments in the box above.

File Upload

No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Print

Planning Commission Comments - June 3, 2024 - Submission #98112

Date Submitted: 6/1/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Jacqueline

Last Name*

Parks

Address1*

3618 Lebanon Church Road

Address2

City*

Gillsville

State*

Georgia

Zip*

30543

Zoning Item for Comment*

0 & 3454 Gillsville Highway

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

Letter attached: Thank you for taking our concerns into consideration and deny the proposal by Sabina Chowdhury.
Larry & Jacqueline Parks

Please write your comments in the box above.

File Upload

Letter county planning.jpg

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

3618 Lebanon Church Road

Gillsville, GA 30543,

Cell - 770 503-5726

Subject: 0 & 3454 Gillsville Highway/ Rezone

To Whom it may Concern:

I'm writing in response to the rezoning and proposed subdivision at 0 & 3454 Gillsville Highway. The applicant is Sabina Chowdhury. I have several concerns about the request to rezone for a residential subdivision. This same applicant made the same proposal in 2020, and the request was denied by the commissioners. I don't understand why or how Sabina Chowdhury can request it again if it has already been denied.

I, Jacqueline Parks, owns the home at 3618 Lebanon Church Road. Our home was built in 1995. We have a private well. We do not have access to city water on Lebanon Church Road. I am concerned about a 20 plus lot subdivision, because I feel that the waste water will affect our private well. There is also a creek and a lake near the proposed subdivision that would also be affected by the waste water.

My other concern is the traffic on Gillsville Hwy. I travel on East Hall Road to commute to and from work every day. The traffic is very heavy because of buses traveling to Tadmore Elementary about one half mile from the proposed entrance to the subdivision. The buses also travel on East Hall Road to East Hall Middle School and East Hall High School. It is already difficult to pull out of East Hall Road on to Gillsville Hwy because of traffic. The entrance would only be about 370 feet from East Hall Road. The proposed entrance is very dangerous and a death trap for an entrance for a subdivision. There is a blind curve before traffic starts down the hill to the proposed entrance. Traffic is also very heavy with transfer trucks. When the trucks come around the curve and start down the hill they are traveling at a high rate of speed and it would be impossible for them to stop if someone pulled out in front of them or if a car stopped to turn into the subdivision. I fear that there would be several wrecks and lives could be lost.

Another concern is overcrowding of the schools. Tadmore Elementary was on the list of schools to be closed in the future. Overcrowding of the schools effects the students and teachers in a negative way. Low classroom numbers are needed for students to be successful. Where would the students attend school if Tadmore is closed in the future?

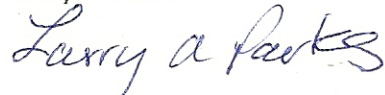
Thank you for taking my concerns into consideration and deny the proposal by Sabina Chowdhury.

Thank you,



Jacqueline Yvette Parks

Larry A. Parks



Print

Planning Commission Comments - June 3, 2024 - Submission #98118

Date Submitted: 6/2/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Jennifer

Last Name*

Marlow

Address1*

3630 LEBANON CHURCH ROAD

Address2

City*

GILLSVILLE

State*

GA

Zip*

30543

Zoning Item for Comment*

0 & 3454 Gillsville Highway

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

I am writing in response to Application 0 &3454 to rezone from (AR-IV) TO (PRD) by Sabina Chowdhury. This community is Agricultural and the homes here are "Single Home Residences". To rezone doesn't keep it consistent with connecting property, the community or surrounding area.

The backside of the proposed subdivision connects to a pasture and North Georgia Bee Farm. The other sides connect to single home residences.

There are property owners that live in this community that farm their land. There are farmers that plant large fields of corn here. They bale hay and raise cattle in nearby pastures. This community has a Plant Nursery and a pick your own local produce. North Georgia Bee Farm sells honey, Honey queen bees and Nucs.

Rezoning would not keep it consistent with the surrounding area. This community is "Single Home Residences". My husband, son, and I own our home at 3630 Lebanon Church Rd. We have lived here since 1981. We built our home in 1999. We have our own private well on our property. The neighbors also have their own private wells. Those that live here, on Lebanon Church Rd, do not have access to city water. We all have our own private wells on our property. I am concerned about the sewage from the proposed subdivision contaminating our private wells. We have no other access to water. There is also no sewage system in this area. There is a creek that flows across the whole backside of the proposed subdivision property. The creek continues down neighboring property and into a nearby lake. The creek continues along Lebanon Church Rd and Lebanon Campground Rd and flows into the Oconee river. I am concerned that the sewage could seep into our water system, contaminating our private wells, creeks, nearby lake and river. We need clean flowing streams to keep our environment safe and healthy. I am concerned with the storm water run off. I am down hill from the proposed subdivision. I am concerned with soil erosion on my property.

I am also concerned with traffic issues. Gillsville hwy is so busy, its hard to enter and exit East Hall Rd. This highway is already a very busy, a high traffic, two lane highway.

Eighteen-wheelers are constantly traveling Gillsville hwy, you can hear them, especially as they travel down that hill, day and night. The purposed entrance is on a hill as traffic flows around a blind curve. The hill is a blind spot on Gillsville hwy. On one side of the purposed subdivision entrance, there is a bank that you would also have to look out from behind to pull out onto Gillsville hwy. Anyone entering or exiting the subdivision would cause a dangerous situation (a death trap) for anyone traveling Gillsville hwy. It would be impossible for an eighteen-wheeler to stop for anyone entering or exiting the subdivision.

We have lots of buses entering and exiting East Hall Rd from Tadmore elementary, East Hall Middle and East Hall High School, coming and going on Gillsville hwy.

I live on Lebanon Church Rd just a few feet down from East Hall Rd. We already get a lot of cut-through traffic from Gillsville hwy. Farming equipment travels from East Hall Rd down Gillsville hwy and through Lebanon Church Rd. to pastures nearby. This section of the roadway on Gillsville hwy. already has too much congestion all within a few feet of each other. The heavy flow of traffic coming from East Hall. Rd., Lebanon Church Rd and private residences adds to the heavy flow of traffic already on Gillsville hwy. I oppose the rezoning, it is not consistent with the community or surrounding area. It is also a very dangerous purposed entrance on a very busy two lane highway. Please take all of this into consideration when you make your decision. Thank you for letting me share my concerns.

Please write your comments in the box above.

File Upload

No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

marlowjennifer@bellsouth.net

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Print

Planning Commission Comments - June 3, 2024 - Submission #98126

Date Submitted: 6/3/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Joanne

Last Name*

LaCourse

Address1*

3864 Gillsville Hwy

Address2

City*

Gillsville

State*

GA

Zip*

30543

Zoning Item for Comment*

0 & 3454 Gillsville Highway

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

On January 19, 2021, the Hall County Board of Commissioners DENIED essentially the same proposal from Atlas Development, because of dangerous traffic issues.

The years later, this proposal resurfaced from Sabina Choudhury. Now, it faces even more serious traffic dangers, since traffic has continued to build up on both Gillsville Hwy and East Hall Rd.

VISIBILITY IS SEVERELY LIMITED BY THE BLIND CURVE & STEEP HILL.

I did an experiment every day for the past week, as I travelled east on Gillsville Hwy at the posted speed limit (55 mph).

- 1) After entering the curve and beginning the steep descent on the hill, I waited until I could SEE the re-zoning sign at the proposed location.
- 2) Then I counted the seconds until I REACHED the sign.
- 3) The difference was only 3 seconds.

I was horrified to realize that – if the rezoning sign were a car pulling out of the subdivision entrance – I might not be able to stop in time to avoid hitting it!

Subdivision residents pulling out of the entrance could be in the worst danger, because they are moving slowly, and they can't see the 55-mph traffic coming at them, from over the hill, until it's practically right on top of them.

GILLSVILLE HWY AND EAST HALL RD INTERSECTION IS ALREADY DANGEROUS. Adding subdivision entering/departing traffic could make it even more dangerous.

BOTTOM LINE: The proposed 3454 Gillsville Hwy location has multiple dangerous factors -- blind curve, steep hill, already-dangerous intersection, and heavy schoolbus and truck traffic.

Please deny this proposal, for sake of saving lives.

Please write your comments in the box above.

File Upload

No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Print

Planning Commission Comments - June 3, 2024 - Submission #98093

Date Submitted: 5/31/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Last Name*

Kym & Donna

Chandler

Address1*

3464 Gillsville Hwy

Address2

City*

State*

Zip*

Gainesville

GA

30507

Zoning Item for Comment*

0 & 3454 Gillsville Highway

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

Would just like to say that as owners of the adjoining property on Gillsville Hwy we have no objections to the proposed development. We know Sabina Chowdury to be an honest and conscientious person. The land in question has been unused for decades and is not likely to be used for any agricultural purpose. Ms.Chowdury's proposed development is very community friendly, which is not always the case with such projects. That being said, there are points that need to be considered. Privacy fencing or natural blinds to prevent headlights beaming into adjoining residences. Drainage control will be critical as the property is steeply sloped in places. This might even require the construction of retaining. Restrictions on ATV's or other noisy recreational vehicles. This area has places where the number of people living in the homes doesn't seem to match up to the "single- family home" concept. I'm not sure how our county actually deals with that issue, but i hope this concept will not be violated.
Thank you for your time.
Kym and Donna Chandler

Please write your comments in the box above.

Print

Planning Commission Comments - June 3, 2024 - Submission #98127

Date Submitted: 6/3/2024

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Tara

Last Name*

Vandiver

Address1*

4511 Gillsville Highway

Address2

City*

Gillsville

State*

GA

Zip*

30543

Zoning Item for Comment*

0 & 3454 Gillsville Highway

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

Subject: Opposition to Sabrina Chowdbury's Proposed Subdivision

Dear Hall County Planning Commission,

I am writing to express my strong opposition to the proposed subdivision put forth by Sabrina Chowdburry, particularly concerning its entrance location on a hill that already harbors a dangerous intersection. As a concerned member of the community, I believe it is imperative to prioritize the safety and well-being of our residents, and siting a subdivision entrance in such a precarious location poses significant risks to both drivers and pedestrians alike.

The intersection in question is already known to be hazardous due to factors such as limited visibility and high traffic volume. Introducing additional vehicle ingress and egress points, particularly from a subdivision, would only exacerbate these dangers, potentially leading to an increase in accidents, injuries, and even fatalities.

Moreover, situating the entrance of a subdivision on a hill further compounds these risks, as it may impair drivers' visibility, particularly during inclement weather or at night. The hill could also pose challenges for vehicles navigating in and out of the subdivision, increasing the likelihood of collisions or traffic congestion.

In light of these concerns, I urge the Hall County Planning Commission to reject the proposed subdivision.

Thank you for considering my perspective on this matter. I trust that the Planning Commission will make a well-informed decision that reflects the best interests of our community.

Please write your comments in the box above.

File Upload

No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

erictarav@yahoo.com

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Print

Board of Commissioners Work Session Comments - August 5, 2024 - Submission #99141

Date Submitted: 8/5/2024

Comments completed in the form below will be submitted into the record for the April 8, 2024 Work Session of the Hall County Board of Commissioners.

First Name*

Last Name*

Address1*

Address2

City*

State*

Zip*

Your Comments*

I oppose application 0-0354 on Gillsville hwy from Sabina Chowdhury to rezone .This area is zoned Agriculture-Residential and should remain that way. The proposed entrance is already a busy and dangerous section on Gillsville Hwy. There are semi-trucks hauling cages of chickens ,feed trucks ,and other semi trucks continually traveling up and down Gillsville highway ,day and night .Trucks hauling manure and other farm equipment travel this highway daily and cut through Lebanon Church Road carrying supplies to nearby pastures and farms .Its a really congested section of the roadway from the top of the hill to Lebanon Church Road .There are already lots of private entrances on this small section of highway already making it dangerous to enter.East Hall Road ,which is across from the proposed subdivision entrance is already a busy and dangerous place to turn in and out of onto Gillsville highway There's a blind spot at the top of the hill on the highway coming down ,just above the proposed subdivision .You can look and its clear ,pull out and they pop over the hill right on you . East Hall Road has lots of buses from the elementary ,middle and high schools entering and exiting onto Gillsville Hwy .Vehicles stopped in the road or pulling out of the subdivision would only make it more dangerous for those already traveling on the highway .We already have lots of traffic in this area .More traffic would just add to this dangerous situation.Just below East Hall Road there is a trailer park entrance which connects to the proposed subdivison property.This is just before you get to Lebanon Church Road. There was a fatality where a motorcycle pulled out of the trailer park onto Gillsville Hwy and was hit by an on coming vehicle. There is also a business entrance across the road from the trailer park. The business has lots of large trucks and equipment entering the highway. There have been other accidents here. This road is dangerous and this is a high traffic area already.

I am also concerned about the sewage from the subdivision .The creek runs along the backside of the proposed subdivision and into a nearby lake .The homes in this area have their own private wells on their property for water .I am concerned about contamination to our water system.I have my own private well on my property.I am concerned about the storm water. My property is downhill from the proposed subdivision and I am concerned about erosion on my property.I have concerns for clean water and natural habitat for the wildlife and for the cattle in connecting pastures that lives here. Please take all of this into consideration when you make your decision. Thank you for hearing my concerns.

Please write your comments in the box above.

File Upload

No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

Print

Board of Commissioners Work Session Comments - August 5, 2024 - Submission #99142

Date Submitted: 8/5/2024

Comments completed in the form below will be submitted into the record for the April 8, 2024 Work Session of the Hall County Board of Commissioners.

First Name*

Last Name*

Address1*

Address2

City*

State*

Zip*

Your Comments*

In response to Application 0 & 3454 Gillsville Hwy to rezone by Sabina Chowdhury. I oppose the rezoning.I have lived in this community all my life.This is a farming community and a subdivision isn't consistent with our community and surrounding area.The back of this property connects with a pasture and North Georgia Bee Farm. This community is "Single Home Residences." All the homes in this community are on 1 & 1/2 acres or more.We all have our private wells on our property and our own septic tank.We had to be a certain distance from neighboring property lines for everything we did on our property.The subdivision isn't consistent with our community and neighboring properties its connected to.The creek that flows on the backside of the proposed subdivision property concerns me.It flows into nearby streams and a lake.I am concerned about the safety of our well water on our property and neighboring properties.The subdivision will be sitting on a hill. Two sides slope onto neighboring properties.One side slopes down and connects to the back of my property.I am concerned about all those septic tanks contaminating our water system.Our wells are our only access to water here on Lebanon Church Road.The homes nearby on Gillsville Hwy which are older homes also have their own wells on their property.I am also concerned about storm water and erosion on my property.The proposed subdivision property slopes downhill and connects to the backside of my property.I would also like to know what the plans are for a piece of the property that connects to the back of my property.Another concern is the entrance on Gillsville Hwy.I have lived in this community all my life and I know how dangerous this section of the road is.There are steep hills and holes on both sides of the highway.There is no where to go if there is an emergency and you needed to get out of the way.There are private driveways across from East Hall Rd entering and exiting the hwy.There is a business just below East Hall Rd,with large trucks and equipment.Across from the business theres a trailer park entrance onto Gillsville Hwy.Then there is Lebanon Church Rd. All of these entrances are just in a few feet of each other.This is a very busy and dangerous road. Semi-trucks constantly travel up and down Gillsville highway ,day & night. We can hear them in our house coming down the hill,where the proposed subdivision entrance would be.I have heard them lately lay down on their horn when someones in their way.It sounds like a trains a coming.This is a school bus route also and its concerning with all those kids traveling Gillsville Hwy from the Elementary,Middle and High school.We also have elderly drivers in our community and new drivers from the high school.We have a Church and a Campground on Lebanon Church Rd.Its already a busy highway without the added cars from a subdivision.We have farming equipment traveling this section of the highway also.Please take all of this into consideration when making your decision and vote no. Thank you for letting me voice my concerns.Jennifer Marlow

Please write your comments in the box above.

File Upload

No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: **SABINA CHOWDHURY**

REQUEST: **REZONE FROM AR-IV TO PRD FOR A 20-LOT RESIDENTIAL SUBDIVISION**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: **AUGUST 3, 2024**

Time: **5:15 P.M.**

COUNTY COMMISSION
Date: **SEPT 10, 2024**

Time: **6:00 P.M.**

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Jul 12, 2024 13:17:25
3464 Gillsville Highway
Gainesville
Hall County
Georgia



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (09/09/24)

REPORT TO: Voting Meeting (09/10/24)

ITEM NO: 458/2024

SUBJECT: Approve the one-way street conversion on Spring Street between Highland Street and Victory Street, within the New Holland subdivision, in order to help reduce traffic volumes and improve safety as a result of the connection to the Publix Shopping along Victory Street. Commission District 4.

Meetings:

Work Session Date: 09/09/24

Voting Meeting Date: 09/10/24

Executive Summary:

Presenter: BN

Recommendation:
Approve.

Purpose of Request:

Approve the one-way street conversion on Spring Street between Highland Street and Victory Street, within the New Holland subdivision, in order to help reduce traffic volumes and improve safety as a result of the connection to the Publix Shopping along Victory Street.

History:

Facts and Issues:

Options:

With the new Publix shopping center project being constructed on Limestone Parkway, an access road was created on Victory Street to access Jesse Jewell Parkway. At the request of area citizens, Hall County Public Works has evaluated and recommends a one-way traffic pattern on Spring Street to minimize vehicle traffic and maximize safety.

Once completed, vehicles will no longer be able to access Spring Street from Victory Street. The one-way direction will be from the intersection of Spring Street at Highland Street to Victory Street. Stop, Do Not Enter, and One-way signs, along with directional arrows on the pavement, will be installed to help direct traffic.

Funding Requested \$ 1,000.00
Are funds within current budget? No
Source of Funds Development Services
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
 Letter w/ map to Spring Street Residents



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

AGENDA ITEM 458/2024

Funds Requested: \$ 1,000.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

Development Services

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	272-DEVELOPMENT SERVICES FUND	4971-ENGINEERING	521000-PROFESSIONAL SERVICES	\$1,000.00

Budget Transfer Items:

Additional Information/Comments:

The cost above is the estimate of traffic supplies that will be needed to complete this one-way conversion. The conversion itself is going before the Board for approval based upon legal's interpretation of the County Ordinance concerning Traffic regulations.

Contact for Questions:

Phone:



Hall County Government
COMMUNITY DEVELOPMENT & INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

August 26, 2024

Citizens of Spring Street, New Holland
Gainesville, GA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

Dear Citizens of Spring Street and New Holland,

DIRECTOR
Bill Nash, P.E.

With the new Publix shopping center project being constructed on Limestone Parkway, an access road was created on Victory Street to access Jesse Jewell Parkway.

ASSISTANT DIRECTOR
Jorge Gomez, P.E.

For safety reasons and at the request of area citizens, Hall County Public Works has evaluated and will proceed with implementing a one-way traffic pattern on Spring Street to minimize vehicle traffic and maximize safety. The Hall County Board of Commissioners is scheduled to officially take action at the September 9th (3 PM) and September 10th (6 PM) public meetings prior to work commencing.

ASSISTANT DIRECTOR
Bill King, P.E.

Once completed, vehicles will no longer be able to access Spring Street from Victory Street. The one-way direction will be from the intersection of Spring Street at Highland Street to Victory Street (see exhibit). Stop, Do Not Enter, and One-way signs, along with directional arrows on the pavement, will soon be installed to help direct traffic.

Please let us know if you have any questions regarding the proposed changes.

Sincerely,

Bill Nash, P.E.
Public Works and Utilities Director

Exhibit





AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (09/09/24)

REPORT TO: Voting Meeting (09/10/24)

ITEM NO: 472/2024

SUBJECT: Approve the purchase of one (1) Caterpillar Skid Steer for Public Works & Utilities to Yancey Bros. Co. of Dacula, GA, in the amount of \$69,903.00.

Meetings:

Work Session Date: 09/09/24 **Voting Meeting Date:** 09/10/24

Executive Summary:

Presenter: BN

Recommendation:
Approve.

Purpose of Request:
Approve the purchase of one (1) Caterpillar Skid Steer for Public Works & Utilities to Yancey Bros. Co. of Dacula, GA, in the amount of \$69,903.00.

History:

Facts and Issues:
This purchase would replace Resource Recovery's aging equipment and minimize maintenance costs.

Options:

Sourcwell CAT Contract #0011723-CAT
Hall County Sourcwell Account #34982

CAT 262D3 Skid Steer Loader with ProPlus cab package, battery, polycarbonate cab door, SETCO solid tires, installation of bucket & guarding kit, CVA (Customer Value Agreement) 24 months/1,000 hours - parts only, mandatory service & outbound freight.

Funding Requested \$ 69,903.00
Are funds within current budget? Yes
Source of Funds Solid Waste 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
MH	JG	JG	AP
Budget	Finance	Attorney	Administration
JM	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement

Quote - Yancy Bros. Co.

CAT Sourcewell Contract



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

AGENDA ITEM 472/2024

Funds Requested: \$ 69,903.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Solid Waste Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	540-SOLID WASTE FUND	4550-RECYCLING	542100-MACHINERY	\$69,903.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BP

Phone: 770-535-8284



June 19, 2024

Hall County Landfill

Sourcewell CAT CONTRACT# 011723-CAT
Hall County SOURCEWELL Account #34982

RE: Quote 261486-02

Caterpillar, Inc. Model: 262D3

CONFIGURATION DETAILS

Components	Ref No.	Wgt	Qty	List
Consist as per DBS (Includes Attached Attachment)				
262D3 SKID STEER LOADER	512-4262		1	66,030
LANE 3 ORDER	0P-9003		1	0
CAB PACKAGE, PRO PLUS	588-9089		1	16,570
RIDE CONTROL, NONE	556-5898		1	0
BATTERY,HD,DISCONNECT, 850 CCA	568-5602		1	168
REAR LIGHTS	356-6082		1	0
DOOR, CAB, POLYCARBONATE	539-8061		1	284
SEAT BELT, 2"	542-6994		1	0
PRODUCT LINK, CELLULAR PL243	641-1758		1	0
TIRES, 12/16.5 CAT 10PR	185-8667		1	1,000
CERTIFICATION ARR, P65	563-1163		1	0
INSTRUCTIONS, ANSI, USA	512-3741		1	0
SERIALIZED TECHNICAL MEDIA KIT	421-8926		1	0
FILM, SELF LEVEL, ANSI	435-9238		1	0
SHIPPING/STORAGE PROTECTION	0P-2266		1	274
PACKING, ROLL ON - ROLL OFF	0P-0226		1	109
Removed - SHIPPING/STORAGE PROTECTION	0P-2266		1	(274)
Removed - PACKING, ROLL ON - ROLL OFF	0P-0226		1	(109)
Total (incl.Attachments) per DBS:				84,435
Total Modifications:				(383)
Modified Consist Total:				84,052
CAT Components (Attachments)				
BUCKET-IND. GR, 74", BOCE	158-6095	1104	1	6,896
KIT, GUARDING	584-1926	0	1	847
Total CAT List/Net:				91,795

Total Machine List Price	\$97,795
Sourcewell Contract 21% off List Price for 262	-\$20,537
Price after Sourcewell Discount	\$77,258
Mandatory Service & Outbound Freight	\$1,425
Beacon Light Installed	\$982
SETCO Solid Tires	\$3,292
Installation of Bucket & Guarding Kit	\$576
24 Mo/ 1000 HR Partys only CVA	\$643
Total Price after Add-Ons	\$83,194
Additional Yancey Bros. Discount for Hall County	-\$14,273
TOTAL QUOTE PRICE	\$69,903

Standard Warranty: 2 year/2000hr

Accepted by _____ on _____

Sincerely,

Nick Hollifield
Machine Sales / Heavy Rents Rep
Yancey Bros. Co.



Serve. Solve. Succeed.



Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (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 **Heavy Construction Equipment with Related Attachments and Technology** 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.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. 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.

Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of 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 percentage list discount stated in the supplier's proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).

Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.

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 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. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

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 Participating Dealers with payments made to the Participating Dealers. 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's Participating Dealer, 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 Supplier's Participating Dealer 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 Sourcwell 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 Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell'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 Sourcwell 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, Sourcwell 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

Sourcwell'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 Sourcwell 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. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

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

Intentionally omitted.

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. Intentionally Deleted.

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

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell 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. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

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.

D. **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's Participating Dealers 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 Participating Dealer 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

Intentionally omitted.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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

Caterpillar Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

DocuSigned by:
Patrick Kearns
By: 68A87926721B4E0...
Patrick Kearns
Title: Vice President Sales & Marketing,
Construction Industries

Date: 5/5/2023 | 9:41 AM CDT

Date: 5/24/2023 | 9:13 AM PDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/24/2023 | 12:16 PM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: Caterpillar Inc
Address: 100 NE Adams St
Peoria, IL 61629
Contact: Sean Egel
Email: egel_sean_j@cat.com
Phone: 309-675-1399
HST#:

Submission Details

Created On: Tuesday November 15, 2022 14:22:18
Submitted On: Tuesday January 17, 2023 16:10:22
Submitted By: Sean Egel
Email: egel_sean_j@cat.com
Transaction #: aaaa61ae-0c73-4610-8208-b80e2e0b4448
Submitter's IP Address: 192.189.129.23

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")	Caterpillar Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039
6	Proposer website address (or addresses):	https://www.caterpillar.com/ , https://www.cat.com/en_US.html
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):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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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>The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary.</p> <p>In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc.</p> <p>With 2021 sales and revenues of \$51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment.</p> <p>Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability.</p> <p>Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html</p>	*
11	What are your company's expectations in the event of an award?	<p>Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT.</p> <p>Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract.</p> <p>We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.</p>	*
12	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>Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx</p> <p>Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents.</p> <p>As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials.</p> <p>In 2021 full year sales and revenues were \$51B of which, North American sales were \$22B. Operating profit was \$6.9B with a profit per share of USD \$11.83. Dividends paid per share of USD \$4.28.</p>	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

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>Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application.</p> <p>Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs.</p> <p>Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service.</p> <p>Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.</p>
17	<p>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>	<p>Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein.</p> <p>As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/A</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards.</p> <p>Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)</p>	
20	What percentage of your sales are to the governmental sector in the past three years	<p>The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.</p>	*
21	What percentage of your sales are to the education sector in the past three years	<p>The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.</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>While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint.</p> <p>Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.</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?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=\$6,857,211 2021=\$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=\$0 / 2021=\$143,837 SIN 335999 Power Distribution Equipment: 2020=\$151,267.70 / 2021=\$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.
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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 *
Baltimore County, MD	Jamie Donahue	410-952-6981
Washington DC Fleet	Greg Harrelson	202-437-3799
Town of Scituate Mass.	Kevin Cafferty	781-545-8732

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 *
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	\$12,321,972
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	\$10,304,218
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	\$12,176,875
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	\$10,053,000
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	\$6,567,420

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.	<p>The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcwell and ensures that all contract terms are followed.</p> <p>Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business.</p> <p>In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.</p>
27	Dealer network or other distribution methods.	<p>The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use.</p> <p>Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment.</p> <p>Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well.</p> <p>Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.</p>

28	Service force.	<p>At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience.</p> <p>In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time.</p> <p>Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support.</p> <p>The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.</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>Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:</p> <ol style="list-style-type: none"> 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. <p>IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.</p>

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>We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products.</p> <p>Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar.</p> <p>The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour.</p> <p>Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running.</p> <p>Some of our service solutions include:</p> <ul style="list-style-type: none"> -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states.</p> <p>Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours.</p> <p>In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process.</p> <p>Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada.</p> <p>Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours.</p> <p>In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process.</p> <p>Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
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?	<p>We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell.</p> <p>Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.</p>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	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>Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include:</p> <ol style="list-style-type: none"> 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshow we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Rodeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers.</p> <ul style="list-style-type: none"> - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. <p>Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.</p>
38	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>Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry.</p> <p>In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.</p>
39	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>We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers.</p> <p>Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer.</p> <p>Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment.</p> <p>Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/</p>
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41	Describe any technological advances that your proposed products or services offer.	<p>Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment.</p> <p>Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine.</p> <p>Cat Payload - Precisely load targets every time for faster cycle times.</p> <p>Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption.</p> <p>Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment.</p> <p>Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance.</p> <p>Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force.</p> <p>Cat Tractors: Stable Blade - Produces a smoother surface finish.</p> <p>Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage.</p> <p>Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity.</p> <p>Autodig - consistent high bucket fill factors delivers up to 10% more productivity. *</p> <p>Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button.</p> <p>Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded.</p> <p>Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks 'on-the-go' when needed without assistance from operator's interaction.</p> <p>Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping.</p> <p>Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft.</p> <p>Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety.</p> <p>Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents.</p> <p>Cat Command - Remote control in operations where an operator could be at safety risk.</p> <p>Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.</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>Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future.</p> <p>We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services.</p> <p>Caterpillar is engineering a brighter future through:</p> <ul style="list-style-type: none"> - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations' carbon efficiency <p>Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey.</p> <p>Caterpillar is fully committed to our customers' success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges.</p> <p>We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people.</p> <p>Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors.</p> <p>For more on sustainability please visit our full report attached in the Financial and Stability attachment section.</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>Plants certified with ISO 14001:2004 Environmental Management System include:</p> <ol style="list-style-type: none"> 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017 	*

44	<p>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>	<p>Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct.</p> <p>For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director.</p> <p>One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories.</p> <p>Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.</p> <p>Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not.</p> <p>For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.</p>
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45	<p>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>	<p>BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price.</p> <p>CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents.</p> <p>In addition to built-in safety features, we also offer products and services that are unique in the industry.</p> <p>Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators.</p> <p>Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership.</p> <p>Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures.</p> <p>Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process.</p> <p>Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc.</p> <p>Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today.</p> <p>Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.</p>
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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?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.
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?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.
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?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.
52	Describe any service contract options for the items included in your proposal.	<p>We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options.</p> <p>1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:</p> <ol style="list-style-type: none"> 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier <p>A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires.</p> <p>2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.</p> <p>The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>We offer both leasing and financing options to governmental members of Sourcwell at rates lower than available to the general public.</p> <p>Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs:</p> <ul style="list-style-type: none"> - Equipment & Attachments - Parts - Service - Rebuilds <p>Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html</p>	*
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.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
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?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

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.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcwell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcwell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.
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.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.
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.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcwell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcwell member number on the PO and /or invoice shall be deemed sufficient.
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.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcwell members.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcwell member's location.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcwell members' location.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcwell member requirements our dealers will be happy to discuss on a case by case basis.

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.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
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>We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well.</p> <p>1) To ensure pricing accuracy, we maintain our current Sourcwell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software.</p> <p>2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcwell contract and this is part of the reason for their high engagement and our high reporting accuracy.</p> <p>3) At month end, we gather the new machine and work tool sales data attributed to Sourcwell and aggregate it for our reporting.</p> <p>4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcwell for all items that are subject to the administrative fee.</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.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.
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.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcwell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.

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>The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products.</p> <p>Caterpillar is pleased to offer a wide variety of products for Sourcwell members. Excluding paving products, equipment and services awarded on 060122-CAT these include:</p> <ul style="list-style-type: none"> - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader/Skid Steer Loader (14 models offered) - Cat Track/Wheel Hydraulic Excavators (41 models offered) - Cat Motor Graders (7 models offered) - Cat Telehandlers (8 models offered) - Cat Track Loaders (3 models offered) - Cat Track/Wheel Dozers (15 models offered) - Cat Wheel Loaders (19 models offered) - Cat Wheel Tractor Scrapers (7 models offered) - Cat Articulated Trucks (5 models offered) - Cat Rigid Frame Trucks (2 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) <p>- Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section.</p> <p>Services and support include:</p> <ul style="list-style-type: none"> - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions <p>- Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section.</p> <p>- Services and support brochures can be found in the additional documents section by name of offering.</p> <p>For more detailed information on each of these products/offering see the following website: https://www.cat.com/en_US.html</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 148: 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	Wheeled, tracked, and backhoe loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	<input type="radio"/> Yes <input checked="" type="radio"/> No	NIA
76	Accessories or attachments for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	<input type="radio"/> Yes <input checked="" type="radio"/> No	NIA

Exceptions to Terms, Conditions, or Specifications Form

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

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](#) - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
 - [Financial Strength and Stability](#) - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
 - [Marketing PlanSamples](#) - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
 - WMBEIMBEISBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

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. - Sean Egel, Sales Support Consultant, Caterpillar 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_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	<input checked="" type="checkbox"/>	1

SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 (“Sourcewell”) and **Caterpillar Inc.**, having its principal place of business at 5212 N. O’Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 (“Caterpillar” or “Vendor”). Sourcewell and Caterpillar may be referred to in this Agreement as a “Party” and collectively as the “Parties.”

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell’s cooperative purchasing contracts as follows:

Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof (“Licensed Trademarks”), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell’s Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Vendor.
2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor’s Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor’s relationship with Sourcewell.

“Anti-Corruption and International Trade Laws” means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.
2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.
3. Beyond what is permitted in this Addendum, neither Party will:
 - a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;
 - b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;
 - c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or
 - d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

- A. **EFFECTIVE DATE.** This Addendum is effective upon the date of the final signature below.
- B. **TERMINATION.** Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.
 1. *Termination for Convenience.* This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.
 2. *Termination for Breach.* This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.
 3. *Effect of Termination.* Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- 4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

DocuSigned by:
 SOURCEWELL
 By: Jeremy Schwartz
 C0FD2A139D06489...
 Name: Jeremy Schwartz
 Title: Director of Operations and Procurement
 Date: 5/24/2023 | 2:45 PM CDT

DocuSigned by:
 Caterpillar
 By: Patrick Kearns
 68A87926721B4E0...
 Name: Patrick Kearns
 Title: Vice President Sales & Marketing - North America
 Date: 5/24/2023 | 12:48 PM PDT



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (09/09/24)

REPORT TO: Voting Meeting (09/10/24)

ITEM NO: 478/2024

SUBJECT: Approve the purchase of one (1) Kubota Compact Track Loader for Public Works & Utilities to James Short Tractors & Equipment of Alto, GA, in the amount of \$76,265.91.

Meetings:

Work Session Date: 09/09/24

Voting Meeting Date: 09/10/24

Executive Summary:

Presenter: BN
Recommendation:
Approve

Purpose of Request:
Approve the purchase of one (1) Kubota Compact Track Loader for Public Works & Utilities to James Short Tractors & Equipment of Alto, GA, in the amount of \$76,265.91.

History:
James Short Tractor & Equipment of Alto is a vendor in good standing with the County.

Facts and Issues:
Sourcewell Kubota Contract #031121-KBA

Kubota S Series SVL97-2HFC Compact Track Loader with SVL Telematics Harness, SVL Rear View Camera Kit, Side Cutter and Bolt-On Cutting Edge, SVL LED Light Kit, AT&T Telematics Modem and Air Ride Seat Suspension Kit.

Options:

Funding Requested	\$ 76,265.91
Are funds within current budget?	Yes
Source of Funds	Water and Sewer Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Budget	Finance	Attorney
CW	DA	TS	WLI
Administration		Clerk	
CR		JR	

Attachments:

Financial Supplement
Sourcewell Quote



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

AGENDA ITEM 478/2024

Funds Requested: \$ 76,265.91

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Water and Sewer Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	505-WATER AND SEWER FUND	4430-SPOUT SPRINGS RECLAMATIONPLANT	542100-MACHINERY	\$76,265.91

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TB

Phone: 470-691-4140

Quote Provided By
 JAMES SHORT TRACTOR &
 EQUIPMENT OF
 Neil King
 1325 STATE HIGHWAY 365
 ALTO, GA 30510
 email: neilking1@live.com
 phone: 7067789000

-- Standard Features --

-- Custom Options --



S Series SVL97-2HFC
 *** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Final Tier 4 Certified Kubota Diesel Engine
 Electronic Travel Torque Management System
 Vertical Lift Path Loader Frame
 Standard Front Quick Coupler, Float Standard
 Hydraulic Quick Coupler Option
 Loader Arm Self-Leveling
 Loader Boom Lock
 Open ROPS/FOPS
 Optional enclosed and pressurized cab with A/C
 High Back, Adjustable, Vinyl, Suspension Seat
 2" Retractable Seat Belt And 2-Piece Seat Bar
 23.1 gpm Auxiliary Hydraulics Standard, 40.0 gpm Option
 Case Drain Line
 Rigid Mounted Undercarriage, 5 Lower Track Rollers
 High Grip Rubber Tracks, 17.7" Standard
 Two Speed Travel System
 Automatic Wet Disk Parking Brake
 Kubota 4 Hydraulic Pump Load Sensing System
 2 Variable Displacement Pumps
Rearview Camera
KubotaNOW Telematics
Lockable DEF Cap Guard
 Hydraulic Joystick Controls
 ISO Operating Pattern
 Dial Knob and Foot Throttle Controls
 Stall Guard Engine Controls
 Automatic Glow Plugs
 Key Switch Stop System
 Self Bleed Fuel System
 2 Front and 2 Rear Working Lights
 Hour Meter, Engine Temperature, DEF, and Fuel Gauges and Warning Lights
 Lockable DEF Tank Cap
 Lockable Fuel Cap
 Radio Ready on Enclosed Cabs

BASIC UNITS

SVL97-2S, 17.7" Rubber Tracks, Open ROPS/FOPS Cab
 Quick Coupler

OPERATIONAL

DIMENSIONS
 Operating Weight*, SVL97-2s, 17.7" Rubber Tracks, Open ROPS/FOPS Cab, Mechanical Quick Coupler 11,299 lbs.
 Rated Operating Capacity (ROC) @ 35% of Tipping Load complies with ISO 14397-1 and SAE J 818) 3,200 lbs.
 Rated Operating Capacity (ROC) @ 50% of Tipping Load 4,572 lbs.
 Tipping Load 9,143 lbs.
 Auxiliary Hydraulics Flow 24 / 40.0 gpm
 Travel Speed (Low / High) 5.0 / 7.3 mph
 Reach @ Maximum Height 40.7"
 Height to Hinge Pin 128.6"
 Ground Pressure 4.5 psi.
 Traction Force 12,178 lbf.
 * Includes operator's weight, 175 lbs.

ENGINE

V3800-Tier 4 Kubota Final Tier 4 Diesel Engine
 4 Cylinder, 4 Cycle, Turbo Charged
 96.0 Gross HP @ 2400 rpm

DIMENSIONS

Cab Height 83.4"
 Width (without attachment) 77.2"
 Length (without attachment) 123.5"
 Length of Track on Ground 65.6"

SVL97-2HFC Base Price: \$92,961.00

- (1) SVL TELEMATICS HARNESS inc.
 S6702-SVL TELEMATICS HARNESS
- (1) SVL REAR VIEW CAMERA KIT inc.
 S6780-SVL REAR VIEW CAMERA KIT
- (1) 80" Heavy Duty, Low Profile, Long Floor, Side Cutter and Bolt-on Cutting Edge, 21.3 cu-ft heaped capacity \$2,702.00
 S6606-80" Heavy Duty, Low Profile, Long Floor, Side Cutter and Bolt-on Cutting Edge, 21.3 cu-ft heaped capacity
- (1) 14 PIN TO 14 PIN ADAPTER \$606.00
 S6650-14 PIN TO 14 PIN ADAPTER
- (1) HOSE STAY FOR SSV/SVL MODELS \$108.00
 S6763-HOSE STAY FOR SSV/SVL MODELS
- (1) SVL LED LIGHT KIT \$392.00
 S6764-SVL LED LIGHT KIT
- (1) AT&T TELEMATICS MODEM \$449.00
 DCU6700-AT&T TELEMATICS MODEM
- (1) AIR RIDE SEAT SUSPENSION KIT \$690.00
 S6679-AIR RIDE SEAT SUSPENSION KIT

Configured Price: \$97,908.00
Sourcewell Discount: (\$23,497.92)
SUBTOTAL: \$74,410.08
Dealer Assembly: \$568.33
Freight Cost: \$887.50
PDI: \$400.00

Total Unit Price: \$76,265.91
 Quantity Ordered: 1
 Final Sales Price: \$76,265.91

Purchase Order Must Reflect Final Sales Price.

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

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



AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (09/09/24)**

REPORT TO: **Voting Meeting (09/10/24)**

ITEM NO: 460/2024

SUBJECT: Approve the award of IFB #028-45 Highland Gate Subdivision Resurfacing & Drainage Improvement for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA, in the amount of \$1,079,395.00.

Meetings:

Work Session Date: 09/09/24 **Voting Meeting Date:** 09/10/24

Executive Summary:

Presenter: BN

Recommendation:
Approve.

Purpose of Request:
Approve the award of IFB #028-45 Highland Gate Subdivision Resurfacing & Drainage Improvement for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA, in the amount of \$1,079,395.00.

History:
The developer for the Highland Gates Subdivision defaulted without completing the final lift of asphalt on the roadway. There was also issues with the stormwater system that require adjustments to two drainage structures and restoration of the ponds.

Facts and Issues:
The developer provided funding in the amount of \$532,051.00 which will be used to partially fund this project.

Options:

Funding Requested	\$ 1,079,395.00
Are funds within current budget?	Yes
Source of Funds	Capital Projects Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
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Buyer	Submit	Approve	Purchasing
AY	JG	JG	AP
Budget	Finance	Attorney	Administration
DA	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Bid Tab
Contract for Services



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

AGENDA ITEM 460/2024

Funds Requested: \$ 1,079,395.00

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	4971-ENGINEERING	541400- INFRASTRUCTURE	\$1,079,395.00

Budget Transfer Items:

Additional Information/Comments:

The developer provided funding in the amount of \$532,051.00 which will be used to partially fund this project.

Contact for Questions: FM

Phone: 770-531-7851

IFB #:	028-45 Highland Gate Subdivision Resurfacing & Drainage Improvement	Allied Paving Contractors, Inc	Ryals Brothers, LLC	Blount Construction Co, Inc	Bartow Paving
		Pendergrass, GA	Lula, GA	Marietta, GA	Cartersville, GA
ITEM NO.	ITEM DESCRIPTION	PRICE	PRICE	PRICE	PRICE
1	Lump Sum	\$1,079,395.00	\$1,340,120.69	\$1,985,543.44	NO BID

Total number of bids sent: 50

Number of bids sent to Hall County contractors: 12

Number of bids received: 4

Number of Hall County bids received: 1

Number of "No Bids": 1



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Taylor Samples, CPA

Date: August 28, 2024

To: Richard Higgins, Chairman, BOC

From: Andrew Youngblood

Your signature is requested to execute the attached Contract.

Bid/Contract No: 028-45

Contract Name: Highland Gate Subdivision Resurfacing & Drainage Improvement

Department(s) Requesting Contract: Public Works and Utilities

Award Recipient Name: Allied Paving Contractors, Inc.

Contract Description:

- | | | |
|--|---|----------------------------------|
| <input type="checkbox"/> Annual Contract | <input checked="" type="checkbox"/> New | <input type="checkbox"/> Renewal |
| <input type="checkbox"/> Price Increase Requested | Percentage Increase: <u>N/A</u> | |
| <input checked="" type="checkbox"/> Project/Service Contract | Previous Spend: <u>N/A</u> | |
| <input type="checkbox"/> Product Contract | Requested Amount: <u>\$1,079,395.00</u> | |

Comments:

Revised July, 2024

www.hallcounty.org



Hall County Government

FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #028-45

For the provision of

Highland Gate Subdivision Resurfacing & Drainage Improvement

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

ARTICLE #101 – INTRODUCTION

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Taylor Samples, CPA

This Contract for qualified contractors to provide all labor and materials for resurfacing of roadways, drainage improvement, and replacement of curb and sidewalks in Highland Gate Subdivision (hereinafter “Services” or “Project”) is made and as entered into as of _____ (execution date) and _____ (effective date) is by and between Hall County, Georgia, Board of Commissioners, (hereinafter “County”) located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Allied Paving Contractors, Inc., located at P. O. Box 509, Pendergrass, GA 30567 (hereinafter “Contractor”). Contractor is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a “Party” and collectively as the “Parties”.

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

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

WHEREAS the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

WHEREAS this contract will become legally binding upon signature by both Parties; and,

WHEREAS any attached documents, plans, exhibits, attachments, or references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part hereof, and

other good and valuable consideration expressed by a valid offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed as the Scope of Work.
- B. Contractors shall provide supervision, labor, equipment, and materials necessary to perform the services of resurfacing of roadways, drainage improvement, and replacement of curb and sidewalks in Highland Gate Subdivision.
- C. All traffic control shall be in accordance with Manual on Uniform Traffic Control Devices (MUTCD), current edition, and Georgia Department of Transportation (GDOT) standards. A traffic control plan must be approved by the County Engineer prior to the beginning of work.
- D. All standard highway signs shall be fabricated and erected in accordance with details shown in the plans, the MUTCD, current edition, and the Georgia Specifications, Supplement Specifications, and/or provisions.
- E. All work shall be performed in a such manner as to permit traffic to operate with the least amount of disruption as possible. All traffic control devices, signs, striping, and flaggers shall be furnished by the Contractor. At least one (1) lane of traffic must remain open at all times. Cost for traffic control should be included in the lump sum bid price. Access to all driveways shall be maintained at all times.
- F. All construction shall comply with the Georgia State Soil and Water Conservation Committee's *Manual for Erosion and Sedimentation Control in Georgia*.
- G. All sediment control features shall be maintained on a regular basis and shall be removed by the Contractor upon acceptance of the project by the County. The Contractor shall adhere to the *Call Before You Dig Law* by calling the underground protection center before beginning construction.
- H. The Contractor shall be responsible for all underground utilities and shall coordinate work with utility companies. The Contractor shall not award more than twenty-five percent (25%) of the work to subcontractors on any project without prior approval of the County.
- I. The Contractor shall be responsible for all work performed in support of this Contract including subcontractor oversight. Subcontractors shall perform no work unless pre-approved in writing by the County.
- J. Bidders must disclose any intended subcontractors within their bids at the time of bid submission. If the Bidder intends to use a subcontractor(s) to fulfill one (1) entire segment of this Contract, then the Bidder should submit to the County professional references for the subcontractor on jobs similar in size and scope. Once the County has awarded the Contract, the Contractor cannot change subcontractors without seeking written approval from the County. The County reserves the right to check all references and conduct background checks on any changes to subcontractors or workers performing work under this Contract. The Contractor shall be wholly responsible for the quality of its subcontractor's work. The Contractor shall disclose the percentage of the total project to be completed by each subcontractor.

ARTICLE #103 – NOTICES

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

COUNTY PROJECT MANAGER

Frank Miller, PE
County Engineer

COUNTY ISSUING OFFICER

Andrew Youngblood
Purchasing Supervisor

Hall County Community Development
and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
fmiller@hallcounty.org
Ph: (770) 531-6800

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

CONTRACTOR'S CONTACT INFORMATION

Name: Bryan Jones
Title: Vice President
Company Name: Allied Paving Contractors, Inc.
Physical Address: 132 Beck Road
City, State, ZIP: Pendergrass, GA 30567
Email: bjones@paveone.com
Phone: 706-693-4042

REMIT TO ADDRESS (if different): P. O. Box 509, Pendergrass, GA 30567

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

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

ARTICLE #105 – CONTRACT TERM

Until substantial and final completion of Services within one hundred and twenty (120) calendar days from the date of the Notice to Proceed, and after all subcontractor(s) and material suppliers' liens are satisfied.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

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

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

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

- B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.
- C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

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

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

- B. Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
 2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
 5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
1. Immediately terminate the Contract for default without additional written notice; and/or,
 2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- D. Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.
- E. Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
 2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized.

3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
 4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.
- F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project as per the term in *ARTICLE #105 – CONTRACT TERM* or abandons the project before completion, the Contractor shall pay the County liquidated damages in the amount of four hundred twenty dollars and no/100 (\$420.00) per calendar day until completion of the project.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES (SUBCONTRACTORS)

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

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

ARTICLE #114 – RECORDS

- A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.
- B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS

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

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the

- individual serving as the replacement to County, and/or (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractor's performance of work.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance: Required for all contracts.

- \$500,000 Bodily Injury by Accident – Each Accident
- \$500,000 Bodily Injury by Disease – Each Disease
- \$500,000 Bodily Injury by Disease – Each Employee

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

General Liability Insurance: Required for all contracts.

- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising Injury
- \$500,000 Damages to Premises/Fire/Legal
- \$5,000 Medical Payments

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts.

\$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

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

Pollution Liability. Required for all road construction projects, work near wastewater, solid waste lines, or any work that involves handling, transporting, disposing, or working with hazardous materials, pollutants, water reclamation facilities, waste management, or other potentially toxic chemicals.

- \$1,000,000 per Occurrence
- \$1,000,000 Aggregate

Additional Provisions:

- Minimum limit of \$5,000,000 per occurrence for all contracts over \$50,000,000 or involving any special risks or high hazard activities

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

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

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

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

B. Invoice/Payment

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

C. Unsatisfactory Performance/Delay of Payment

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

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

- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

The Contractor must furnish to the County both a performance and payment bond, both equal to one hundred percent (100%) of the Contract's total award dollar amount. The County will only issue a Notice to Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each renewal option term(s) or extension(s) that follow.

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

ARTICLE #124 – RETAINAGE

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) from any subcontractor providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

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

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference:

Addendum 1 – Highland Gate Drainage Improvement Plans

ARTICLE #130 – SALES TAX EXEMPTION STATUS

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

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern over all Contractor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the Contractor's terms and conditions if such are in conflict with the best interest of the County.

5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's terms and conditions.
6. The terms "supplier", "vendor", "bidder", "offeror", "Contractor", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement, unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memoranda of understanding and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to addresses exist on the PO.
20. The County shall have the right to inspect all goods or services at the time and place of delivery. The risk of loss of goods shall pass to the County upon completion and final acceptance of the project delivery.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
23. Contractor agrees not to assign, in full or in part, this Contract to another party without the County's expressed written consent. Any attempted assignment or delegation shall void and make ineffectual this Contract for all intents and purposes.
24. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.

25. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
26. All goods and services supplied pursuant to a PO shall, unless otherwise stated, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
27. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid for in full by the County are considered County property and shall be delivered to the County upon request.
28. If a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
29. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the Supplier certifies that it and its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination and freight. Shipping and delivery shall be pre-paid and added to the invoice as a separate line item. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

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

Print Company's Full Legal Name Below

Allied Paving Contractors, Inc.

By: _____

Print Name: Bryan Jones

Title: Vice President



HALL COUNTY, GEORGIA

By: _____

Richard Higgins, Chairman
Hall County Board of Commissioners

Date: _____

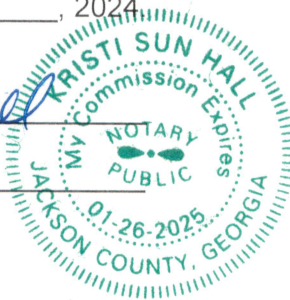
Sworn to and subscribed before me this

25th Day of July, 2024

Notary Public: _____

Notary commission expires: _____

[Locus Sigilli – Seal or Stamp]



Attestation: _____

Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson
Nathaniel R. Anderson,
Senior Assistant County Attorney



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (09/09/24)

REPORT TO: Voting Meeting (09/10/24)

ITEM NO: 470/2024

SUBJECT: Approve the acceptance of a \$64,391.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities and Sidewalks in The Chateau by Highlands Subdivision. Commission District 1.

Meetings:

Work Session Date: 09/09/24

Voting Meeting Date: 09/10/24

Executive Summary:

Presenter: BN
Recommendation: Approve

Purpose of Request: Approve the acceptance of a \$64,391.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities and Sidewalks in The Chateau by Highlands Subdivision. Commission District 1.

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	Budget	Finance
WS	JG	JM	TS
Attorney	Administration		Clerk

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Map

Performance/Maintenance Agreement

Final Plat Information

SURVEYED RIGHT OF WAY DEDICATION:

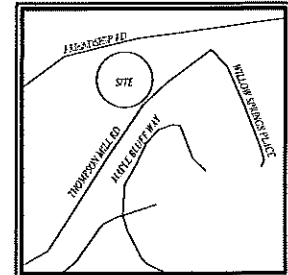
All that tract or parcel of land, together with improvements thereon, lying and being in GMD 392, Hall County, Georgia, containing 0.198 acres of land, more or less, and being more particularly described as:

COMMENCING at a 1/2" rebar set on the westerly right-of-way of Thompson Mill Rd (variable right-of-way) which is THE TRUE POINT OF BEGINNING

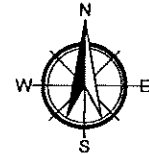
Thence, following said right-of-way, with a curve to the left with an arc length of 50.10', said curve having a radius of 1349.88', with a chord bearing of S 51°41'16" W, and a chord length of 50.10' to a "X" Scribed in concrete; thence S 50°35'05" W a distance of 5.61 to a point; thence leaving said right-of-way N 68°15'39" E a distance of 7.29 to a point; thence N 68°15'39" E a distance of 48.98 to a point; thence N 41°42'23" W a distance of 197.88 to a point at the southerly right-of-way of Friendship Road (A.K.A GA State Route 347) having a variable right-of-way; thence N 50°01'51" E a distance of 13.75' to an iron pin; thence leaving said right-of-way S 41°56'05" E a distance of 229.91 to a point; which is THE TRUE POINT OF BEGINNING. Said tract contains 0.08 Acres

COMMENCING at a 1/2" rebar set on the westerly right-of-way of Thompson Mill Rd (variable right-of-way) Thence, following said right-of-way, with a curve to the left with an arc length of 50.10', said curve having a radius of 1349.88', with a chord bearing of S 51°41'16" W, and a chord length of 50.10' to a "X" Scribed in concrete; thence S 50°35'05" W a distance of 5.61 to a point; thence leaving said right-of-way N 68°15'39" E a distance of 7.29 to a point; which is THE TRUE POINT OF BEGINNING.

thence N 68°15'39" E a distance of 48.98 to a point; thence N 41°42'23" W a distance of 197.88 to a point at the southerly right-of-way of Friendship Road (A.K.A GA State Route 347) having a variable right-of-way; thence S 83°01'51" W a distance of 46.88 to a point at an iron pin; thence leaving said right-of-way S 41°56'05" E a distance of 256.10 to a point; which is THE TRUE POINT OF BEGINNING. Said tract contains 0.198 Acres



VICINITY MAP
NOT TO SCALE



G4 WEST, ZONE 1602
NAD 83

Line Table

Line #	Direction	Length
L1	S59°35'05"W	5.61'
L2	N68°15'39"E	7.28'

Curve Table

Curve #	Length	Radius	CHORD	CH LENGTH
C1	50.10'	1497.42'	S51°41'16"W	50.10'

"THIS PLAT HEREBY DEDICATES TO HALL COUNTY THE FOLLOWING: CHATEAU POINT, FOR INCLUSION IN THE ROADWAY MAINTENANCE SYSTEM."

SPACE RESERVED FOR CLERK OF SUPERIOR COURT

SURVEY NOTES

1. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 28,616 FEET AND WAS NOT ADJUSTED.
2. THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS MAP OR PLAT WERE OBTAINED BY USING A LEICA TS16 SERIES TOTAL STATION.
3. FIELDWORK WAS COMPLETED 02/15/2024
4. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 42,609 FEET.
5. NO WATERLINE, SANITARY SEWER, STORMWATER PIPES OR STRUCTURES EXIST WITHIN THE DEDICATED RIGHT OF WAY.

UTILITY NOTE:

SOURCE INFORMATION FROM PLANS AND MARKINGS ARE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION BUT ARE SHOWN AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

SURVEY LEGEND

- FB - FIELD BOOK
- DE - DRAINAGE EASEMENT
- FB - FLAT BOOK
- SSE - SANITARY SEWER EASEMENT
- CMF - CONCRETE MONUMENT FOUND
- IFP - IRON PIN FOUND
- IFS - IRON PIN SET
- OVP - OPEN TOP PIPE
- POC - POINT OF COMMENCEMENT
- R X - RIGHT-OF-WAY
- IFOB - TRUE POINT OF BEGINNING
- - PROPERTY CORNER FOUND
- - PROPERTY CORNER COMP. OR SET
- ⊗ - CONCRETE MONUMENT
- ⊕ - ELEVATION BENCHMARK
- Δ - DELTA (SURVEY CONTROL)
- CD - CLEANNET
- TH - TREE (HIGHEST)
- SWH - SANITARY SEWER MANHOLE
- WV - WATER METES
- WY - WATER VALVE
- ⊖ - UTILITY POLE

FENCELINE --- X ---

OVERHEAD UTILITY --- W --- UTL ---

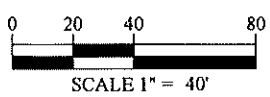
OVERHEAD POWER --- P ---

OVERHEAD TELEPHONE --- T ---

FLOODPLAIN --- FP ---

SANITARY SEWER --- SS ---

WATERLINE ---



SURVEYOR'S CERTIFICATE

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A SECTION 15-6-67.

William Brian Mitchell
WILLIAM BRIAN MITCHELL, RLS#3472

07/15/2024
DATE



W&A ENGINEERING
A Better Communities Collaborative Company
ATHENS • ATLANTA • AUGUSTA • BRIMMINGHAM • MONROE • NASHVILLE
355 Oneta Street, Ste. D100
Athens, GA 30601
706.310.0400
Info@WaEngineering.com
www.WaEngineering.com

RIGHT OF WAY DEDICATION PLAT FOR:
HIGHLAND RESIDENTIAL CHATEAU SENIOR LIVING
5685 THOMPSON MILL ROAD
HALL COUNTY, GEORGIA
G.M.D 392

PROJECT#
210476
07/15/2024

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, **GA Hall Uninco 347, LLC** (owner/principal, hereinafter referred to as "Principal"), and **Merchants National Bonding, Inc** (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of **\$64,391.00*** (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, **GA Hall Uninco 347, LLC** (principal) is owner of the Subdivision known as **The Chateau by Highlands** Subdivision, which subdivision is shown on a plat prepared by

GASKINS SURVEYING, Georgia Registered Surveyor Number
2806, and

WHEREAS, **GA Hall Uninco 347, LLC** (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of **The Chateau by Highlands** Subdivision for recording purposes, and

WHEREAS, **GA Hall Uninco 347, LLC** (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of **The Chateau by Highlands** Subdivision for public maintenance (not applicable to private developments); **GA Hall Uninco 347, LLC** (principal) and **Merchants National Bonding, Inc** (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, **GA Hall Uninco 347, LLC** (principal) agrees that all construction of the street system of **The Chateau by Highlands** Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.

GA Hall Uninco 347, LLC (principal), and **Merchants National Bonding, Inc** (surety) agree to the following: Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, or traffic signs in **The Chateau by Highlands** Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County, Highlands Residential, LLC (surety) shall pay the bond amount to Hall County.

Terms of Guaranty:

GA Hall Uninco 347, LLC (principal) and **Merchants National Bonding, Inc** (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by **Merchants National Bonding, Inc** (surety) from Hall County authorizing release of **GA Hall Uninco 347, LLC** (principal) and **Merchants National Bonding, Inc** (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on July 1, 2023 (Date) and expires on June 30, 2025 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this

1st day of July, 2023.

GA Hall Union 347, LLC
PRINCIPAL

By: [Signature]
(Corporate Officer or other authorized representative)

Principal's Address:
1777 Peachtree St, Suite 200
Atlanta, GA 30309

Merchants National Bonding, Inc
SURETY

By: [Signature: Michael J. Brown]
(Authorized Representative) Michael J. Brown

Surety's Address:
P.O. Box 14498
Des Moines, IA 50306

Approved:
Hall County
By: _____
(Chairman)

* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anderson L Glenn; Brian M Perry; Douglas L Rieder; F Anderson Philips; John W Miller II; Joseph A Maxwell; Margaret S Meyers; Michael J Brown; Tameka B Black; Tina Marsh; W Wesley Hamilton

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

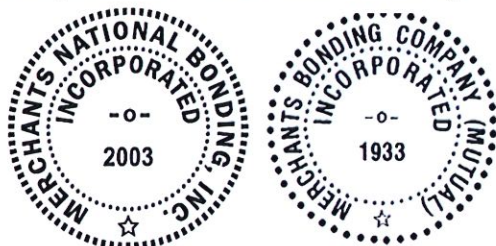
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

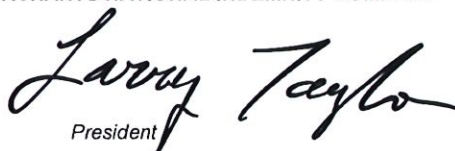
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 7th day of February, 2023.

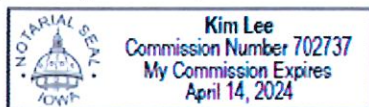


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 7th day of February 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

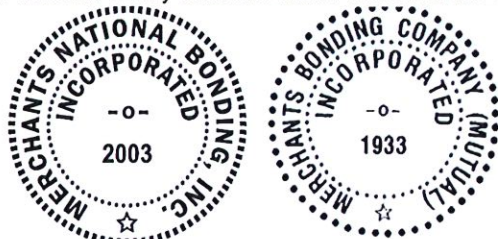



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of July, 2023.




Secretary

Final Plat Information

Consider Acceptance of \$64,391.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities and Sidewalks in The Chateau by Highlands Subdivision

Subject Subdivision is located off Friendship Road

NAME OF SUBDIVISION: The Chateau by Highlands
NAME OF OWNER/DEVELOPER: Ga Hall Uninco 347, LLC
David K. Loeffel
ADDRESS: 1777 Peachtree Street, Suite 200
Atlanta, GA 30309

TYPE OF MAINTENANCE BOND: Guaranty Performance/Maintenance
DATE OF BOND: July 1, 2023
AMOUNT OF BOND: \$64,391.00

FINANCIAL INSTITUTION: Merchants National Bonding, Inc.
AND ADDRESS: P.O. Box 14498
Des Moines, IA 50306

Account No.: 100030686

COMM. DIST.	STREET NAME	R/W IN FEET	LENGTH IN FEET	WIDTH IN FEET	TYPE OF SURFACE	STATE REF. NO.
1	Chateau Point	50	261.71	20	P.M.	----

NOTES:

NUMBER OF LOTS:
CURB & GUTTER: 24" Rolled Back
TOTAL ACRES OF S/D: 38.2 AC



AGENDA ITEM

Sheriff's Office

REPORT TO: Work Session (09/09/24)

REPORT TO: Voting Meeting (09/10/24)

ITEM NO: 475/2024

Approve the purchase of five (5) vehicles for the Sheriff's Office:

SUBJECT:

- a. Two (2) 2024 Chevrolet Silverado Police Pursuit Vehicles from Brannen Motor Company of Unadilla, GA, in the amount of \$106,400.00.
- b. One (1) fully equipped 2021 Ford F-150 Police Responder, one (1) 2022 Ford Transit Connect, and one (1) 2023 Ford Transit Connect from Jacky Jones of Hayesville, NC, in the amount of \$112,611.97.

Meetings:

Work Session Date: 09/09/24

Voting Meeting Date: 09/10/24

Executive Summary:

Presenter: JM

Recommendation:
Approve.

Purpose of Request:

Approve the purchase of five (5) vehicles for the Sheriff's Office:

- a. Two (2) 2024 Chevrolet Silverado Police Pursuit Vehicles from Brannen Motor Company of Unadilla, GA, in the amount of \$106,400.00.
- b. One (1) fully equipped 2021 Ford F-150 Police Responder, one (1) 2022 Ford Transit Connect, and one (1) 2023 Ford Transit Connect from Jacky Jones of Hayesville, NC, in the amount of \$112,611.97.

History:

Brannen Motor Company and Jacky Jones Ford of Hayesville are vendors in good standing with the County.

Facts and Issues:

Options:

Brannen Motor Company, the lowest and responsible bidder at \$53,200.00 each, has the two (2) Chevrolet Silverados on their lot as indicated by the VIN #'s on their quote.

Jacky Jones Ford of Hayesville, the lowest and responsible bidder for the Ford F-150 and the two (2) Ford Transit Connects on their lot as indicated by the VIN #'s on their quote.

Funding Requested \$ 219,011.97
Are funds within current budget? Yes
Source of Funds SPLOST VIII
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? Yes
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
CW	SC	SC	AP
Budget	Finance	Attorney	Administration
JM	TS	WLI	CR
Clerk			
JR			

Attachments:

- Financial Supplement
- Bid Tab Summary
- Quote - Brannen Motor Company - Chevrolet Silverado
- Quote - Jacky Jones Ford - Ford F-150
- Quote - Jacky Jones Ford - 2022 Ford Transit Connect
- Quote - Jacky Jones Ford - 2023 Ford Transit Connect



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

AGENDA ITEM 475/2024

Funds Requested: \$ 219,011.97

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	3323-SHERIFF PATROL	542200-MOTOR VEHICLES	\$219,011.97

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JM

Phone:

678-618-1235

SUMMATION OF BIDS RECEIVED FOR AGENDA ITEM # 475/2024	Brannen Motor Company	Hendrick Chevrolet	Hendrick Chevrolet
2 - 2024 Chevrolet Silverado PPV	Unadilla, GA	Buford, GA	Duluth, GA
Total Bid per vehicle	\$53,200.00	\$62,985.00	\$58,500.00
1 - 2021 Ford F-150 Police Responder	Jacky Jones Ford of Hayesville	Truecar.com	Truecar.com
	Hayesville, NC	Augusta, GA	Hillsboro, TX
Total Bid per vehicle	\$42,488.99	\$49,995.00	\$45,958.00
1 - 2022 Ford Transit Connect	Jacky Jones Ford of Hayesville	Airport Ford	Cars.com
	Hayesville, NC	Florence, KY	
Total Bid per vehicle	\$31,738.99	\$36,995.00	\$34,749.00
1 - 2023 Ford Transit Connect	Jacky Jones Ford of Hayesville	Dorrance Ford	Cars.com
	Hayesville, NC	Galesburg, MI	
Total Bid per vehicle	\$38,423.99	\$41,498.00	\$39,995.00
Sheriff's Office Recommendation is	Brannen Motor Company for the 2024 Chevrolet Silverado PPV and Jacky Jones Ford of Hayesville for the 2021 F-150 Police Responder, 2022 Ford Transit Connect and the 2023 Ford Transit Connect		
BIDS MAILED: (H)0			
BIDS RECEIVED: 3 (H) 0 No bids (0)			
DEPARTMENT: Sheriff			



1080 2nd Street
 PO Box 746
 Unadilla, GA 31091
 P: (478) 627-3221 F: (478) 627-9550
 www.brannenmotorcycle.com

DATE 08/15/23		Sold To: Hall County Board of Commissioners 225 Green St SE. Gainesville, GA 30501 770-535-8288					INVOICE NO.
CUST. NO.	STOCK NO	YEAR MAKE	MODEL	NEW OR USED	SERIAL NO.	KEY	SALESMAN
		2024 Chevrolet	Silverado PPV	New	1. 3GCUD4ED9RG270550 2. 3GCUD4ED1RG271859		J. Reed
					PRICE OF CAR		
					FREIGHT AND HANDLING		
					OPTIONAL EQUIP. ACCESS.		
					TAX		
					LICENSE AND TITLE		N/A
					TOTAL CASH PRICE		
					FINANCING		
					INSURANCE		N/A
					TOTAL TIME PRICE		
					SETTLEMENT:		
					DEPOSIT		
					CASH ON DELIVERY		
					USED CAR:		
					TYPE		
					SERIAL NO		
					ENGINE NO.		
					PAYMENTS.		
					TOTAL		\$106,400.00

Jan Paul

\$53,200 EACH
QUOTE #11

Jacky Jones Ford of Hayesville

1493 Highway 64 West
 HAYESVILLE, NC 28904
 (828) 389-6325
 FAX (828) 389-6915

SALESMAN JAMES SULLIVAN
 DATE 08/06/2024
 STOCK NO. U4020
 PHONE: (H) _____
 PHONE: (B) (770) 531-7144
 EMAIL jmorgan@hallcounty.org
 TAG NO: _____
 DECAL NO: _____

PURCHASER _____
 CO-PURCHASER _____
 ADDRESS 2875 Browns Bridge Rd. 1435 CITY GAINESVILLE STATE GA ZIP 30504
 YR 2021 MAKE Ford MODEL F-150 Police Responder COLOR _____ COUNTY _____
 MOTOR NO. 1FTFW1P86MKE08538 KEY NO. _____ MILEAGE 1,374

<i>EQUIPPED PATROL VEHICLE</i>	CASH PRICE	42,000	00
	ACCESSORIES		
	TOTAL PRICE	42,000	00
	TRADE		

IT IS UNDERSTOOD THAT LEGAL TITLE TO THE HEREIN DESCRIBED AUTOMOBILE DOES NOT PASS TO SAID BUYER UNTIL HIS CHECK GIVEN AS PAYMENT CLEARS THE BANK ON WHICH IT IS DRAWN. USED CAR ALLOWANCE _____ MILES _____ YR _____ MAKE _____ MODEL _____ TYPE _____ COLOR _____ I.D.# _____ CYL _____ COUNTY _____ TAG# _____ DECAL# _____ BALANCE OWED TO _____ STREET _____ CITY _____ STATE _____ ZIP _____ PHONE _____ ACCT # _____ PAYOFF BY _____ GOOD TILL _____ USED CAR ALLOWANCE _____ MILES _____ YR _____ MAKE _____ MODEL _____ TYPE _____ COLOR _____ I.D.# _____ CYL _____ COUNTY _____ TAG# _____ DECAL# _____	DIFFERENCE	42,000	00
	DOC. FEE	448	99
	SALES TAX		
	GATAVT		
	TITLE		
	INSPECTION FEE		
	NORTH CAROLINA TAG		
	SUB TOTAL	42,448	99
	PAY OFF		
	EXT. SERVICE PLAN		
TOTAL DUE	42,448	99	
REBATE			
DEPOSIT			
COD			

BALANCE OWED TO _____ STREET _____ CITY _____ STATE _____ ZIP _____ PHONE _____ ACCT # _____ PAYOFF BY _____ GOOD TILL _____	TOTAL OF DOWN PAYMENT	<i>QUOTE #1</i>	
	BALANCE TO BE FINANCED	42,448	99
	TOTAL SETTLEMENT		

INSURANCE INFORMATION INS. CO. _____ POLICY # _____ EFFECTIVE DATES: FROM _____ TO _____ AGENT NAME _____ STREET ADDRESS _____ CITY _____ STATE _____ ZIP _____ PHONE _____	ALL CARS SOLD "AS IS" UNLESS OTHERWISE SPECIFIED ALL DELIVERIES SUBJECT TO FINANCE APPROVAL No other agreement, promise, or understanding of any kind pertaining to this purchase will be recognized except a conditional sales contract in writing executed by the undersigned buyer, as purchaser thereunder. This order is not valid unless signed and accepted by Dealer and credit approval by responsible Finance Company as to any deferred balance. I expressly ordered the accessories installed on this car.
---	--

LIEN HOLDER _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____
 LIEN HOLDER CODE# _____

BUYER'S SIGNATURE: *[Signature]*
 By: _____
 Title: _____

Jacky Jones Ford of Hayesville

1493 Highway 64 West
 HAYESVILLE, NC 28904
 (828) 389-6325
 FAX (828) 389-6915

SALESMAN JAMES SULLIVAN
 DATE 08/06/2024
 STOCK NO. U3910
 PHONE: (H) _____
 PHONE: (B) (770) 531-7144
 EMAIL jmorgan@hallcounty.org
 TAG NO: _____
 DECAL NO: _____

PURCHASER _____ **HALL COUNTY BOARD OF COMMISSIONERS**
 CO-PURCHASER _____
 ADDRESS 2875 Browns Bridge Rd. 1435 CITY GAINESVILLE STATE GA ZIP 30504
 YR 2022 MAKE Ford MODEL Transit Connect COLOR Frozen White COUNTY _____
 MOTOR NO. NM0GE9F20N1511493 KEY NO. _____ MILEAGE 38,458

	CASH PRICE	31,290	00
	ACCESSORIES		
	TOTAL PRICE	31,290	00
	TRADE		

IT IS UNDERSTOOD THAT LEGAL TITLE TO THE HEREIN DESCRIBED AUTOMOBILE DOES NOT PASS TO SAID BUYER UNTIL HIS CHECK GIVEN AS PAYMENT CLEARS THE BANK ON WHICH IT IS DRAWN. USED CAR ALLOWANCE _____ MILES _____ YR _____ MAKE _____ MODEL _____ TYPE _____ COLOR _____ I.D.# _____ CYL _____ COUNTY _____ TAG# _____ DECAL# _____	DIFFERENCE	31,290	00
	DOC. FEE	448	99
	SALES TAX		
	GATAVT		
	TITLE		
	INSPECTION FEE		
	NORTH CAROLINA TAG		
	SUB TOTAL	31,738	99
	PAY OFF		
	EXT. SERVICE PLAN		
	TOTAL DUE	31,738	99
	REBATE		
	DEPOSIT		
	COD		

BALANCE OWED TO _____ STREET _____ CITY _____ STATE _____ ZIP _____ PHONE _____ ACCT # _____ PAYOFF BY _____ GOOD TILL _____	TOTAL OF DOWN PAYMENT		
	BALANCE TO BE FINANCED	31,738	99
	TOTAL SETTLEMENT		

INSURANCE INFORMATION
 INS. CO. _____ POLICY # _____
 EFFECTIVE DATES: FROM _____ TO _____
 AGENT NAME _____
 STREET ADDRESS _____
 CITY _____ STATE _____ ZIP _____
 PHONE _____

ALL CARS SOLD "AS IS" UNLESS OTHERWISE SPECIFIED
 ALL DELIVERIES SUBJECT TO FINANCE APPROVAL

No other agreement, promise, or understanding of any kind pertaining to this purchase will be recognized except a conditional sales contract in writing executed by the undersigned buyer, as purchaser thereunder.
 This order is not valid unless signed and accepted by Dealer and credit approval by responsible Finance Company as to any deferred balance.
 I expressly ordered the accessories installed on this car.

LIEN HOLDER _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____
 LIEN HOLDER CODE# _____

BUYER'S SIGNATURE: _____
 By: _____
 Title: _____

Jacky Jones Ford of Hayesville

1493 Highway 64 West
 HAYESVILLE, NC 28904
 (828) 389-6325
 FAX (828) 389-6915

SALESMAN JAMES SULLIVAN
 DATE 08/06/2024
 STOCK NO. 03933
 PHONE: (H) _____
 PHONE: (B) (770) 531-7144
 EMAIL jmorgan@hallcounty.org
 TAG NO: _____
 DECAL NO: _____

PURCHASER _____ **HALL COUNTY BOARD OF COMMISSIONERS**
First Middle Last
 CO-PURCHASER _____
First Middle Last
 ADDRESS 2875 Browns Bridge Rd. 1435 CITY GAINESVILLE STATE GA ZIP 30504
 YR 2023 MAKE Ford MODEL Transit Connect COLOR _____ COUNTY _____
 MOTOR NO. NM0GS9E29P1567249 KEY NO. _____ MILEAGE 200

	CASH PRICE	37,975	00
	ACCESSORIES		
	TOTAL PRICE	37,975	00
	TRADE		

IT IS UNDERSTOOD THAT LEGAL TITLE TO THE HEREIN DESCRIBED AUTOMOBILE DOES NOT PASS TO SAID BUYER UNTIL HIS CHECK GIVEN AS PAYMENT CLEARS THE BANK ON WHICH IT IS DRAWN. USED CAR ALLOWANCE _____ MILES _____ YR _____ MAKE _____ MODEL _____ TYPE _____ COLOR _____ I.D.# _____ CYL _____ COUNTY _____ TAG# _____ DECAL# _____	DIFFERENCE	37,975	00
	DOC. FEE	448	99
	SALES TAX		
	GATAVT		
	TITLE		
	INSPECTION FEE		
	NORTH CAROLINA TAG		
	SUB TOTAL	38,423	99
	PAY OFF		
	EXT. SERVICE PLAN		
TOTAL DUE	38,423	99	
REBATE			
DEPOSIT			
COD			

BALANCE OWED TO _____ STREET _____ CITY _____ STATE _____ ZIP _____ PHONE _____ ACCT # _____ PAYOFF BY _____ GOOD TILL _____	TOTAL OF DOWN PAYMENT		
	BALANCE TO BE FINANCED	38,423	99
	TOTAL SETTLEMENT		

Quote #1

INSURANCE INFORMATION
 INS. CO. _____ POLICY # _____
 EFFECTIVE DATES: FROM _____ TO _____
 AGENT NAME _____
 STREET ADDRESS _____
 CITY _____ STATE _____ ZIP _____
 PHONE _____

ALL CARS SOLD "AS IS" UNLESS OTHERWISE SPECIFIED
 ALL DELIVERIES SUBJECT TO FINANCE APPROVAL
No other agreement, promise, or understanding of any kind pertaining to this purchase will be recognized except a conditional sales contract in writing executed by the undersigned buyer, as purchaser thereunder.
 This order is not valid unless signed and accepted by Dealer and credit approval by responsible Finance Company as to any deferred balance.
 I expressly ordered the accessories installed on this car.

LIEN HOLDER _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____
 LIEN HOLDER CODE# _____

BUYER'S SIGNATURE: J. Morgan
 By: _____
 Title: _____



AGENDA ITEM

Sheriff's Office

REPORT TO: Work Session (09/09/24)
REPORT TO: Voting Meeting (09/10/24)
ITEM NO: 457/2024
SUBJECT: Approve the purchase and Memorandum of Understanding between ProntoTrak, Inc. and Hall County in regards to Ankle Bracelets Monitoring Equipment and Services for the Sheriff's Office. The estimated annual cost is \$125,000.00.

Meetings:

Work Session Date: 09/09/24

Voting Meeting Date: 09/10/24

Executive Summary:

Presenter: 1LJA
Recommendation:
Approve

Purpose of Request:
Approve the purchase and Memorandum of Understanding between ProntoTrak, Inc. and Hall County in regards to Ankle Bracelets Monitoring Equipment and Services for the Sheriff's Office. The estimated annual cost is \$125,000.00.

History:

Facts and Issues:
The Ankle Bracelets offer GPS and Alcohol Monitoring services for work release/house arrest inmates.

Options:

Funding Requested	\$ 125,000.00
Are funds within current budget?	Yes
Source of Funds	Inmate work release restricted funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-08-26

Approvals:

Buyer	Submit	Approve	Purchasing
AP	SC	SC	AP
Budget	Finance	Attorney	Administration
JM	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement

Sole Source Form

Contract and Signature Request



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

AGENDA ITEM 457/2024

Funds Requested: \$ 125,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Inmate work release restricted funds

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	203-RESTRICTED PROGRAMS FUND	3391-SHERIFF'S HOUSE ARREST	531100-GENERAL SUPPLIES AND MATERIALS	\$125,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: MJS

Phone: 770-531-6900



Sole Source/Brand and Single Source Justification

Request Submitted By

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

Request Details

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

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

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

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

--

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

Scope of Work

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

Justifying a Sole Source/Brand

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

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

Justifying a Single Source

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

--

Letter from Original Equipment Manufacturer (required):

Attached

Purchasing Use Only

Buyer:

Buyer E-Mail Address:

Buyer Telephone:

Contract #:

Contract Name:

If publicly solicited, number of protests:

Outcome:

Bid # (if competitively bid):

Purchase Order #:



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: August 22, 2024

To: Richard Higgins, Chairman, BOC

From: Andy Penick

Your signature is requested to execute the attached Contract.

Bid/Contract No: Sole Source

Contract Name: Memorandum of Understanding Agreement for Monitoring Services

Department(s) Requesting: Sherriff's Office

Award Recipient Name: ProntoTrak, Inc.

Annual Contract New Renewal

Price Increase Requested Percentage Increase: N/A

Project/Service Contract Previous Spend: \$71,278.00

Product Contract Requested Amount: \$125,000.00

Comments:

Ankle Bracelets GPS and Alcohol Monitoring Equipment and Services

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Taylor Samples

**MEMORANDUM OF UNDERSTANDING
AGREEMENT FOR MONITORING SERVICES**

THIS AGREEMENT ("Agreement") made and entered into this the _____ day of _____, 2024 by and between the Hall County, Georgia (hereinafter referred to as the "Customer"), and ProntoTrak, Inc., a Georgia corporation (hereinafter referred to as "ProntoTrak").

WITNESSETH:

WHEREAS, the Customer desires to enter into this Agreement with ProntoTrak; and

WHEREAS, ProntoTrak can provide the Customer with monitoring services and equipment; and

WHEREAS, ProntoTrak is a privately owned corporation and is qualified and competent to provide such services.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, and for other good and valuable consideration, the Customer and ProntoTrak agree as follows:

1. SERVICES

ProntoTrak shall be the exclusive provider of monitoring equipment and services (collectively, the "Services") for all persons monitored under Customer's supervision (collectively, "participants," and individually, a "participant") as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

2. TRAINING AND USE

In connection with the initial installation and use of monitoring equipment, ProntoTrak, at no charge, will provide its standard initial training to personnel designated by Customer as listed in Exhibit "A". Customer shall not permit any equipment rented or leased from ProntoTrak to be installed or monitored by any person other than trained personnel directly employed by or under the control of Customer.

3. FEE AND PAYMENTS—CUSTOMER PAY

A. Customer shall pay to ProntoTrak fees for the Services (collectively, the "Service Fees") in accordance with the current fee structure set forth at Exhibit "C" attached hereto and incorporated herein by this reference. ProntoTrak shall calculate the Service Fees on a daily basis and shall invoice Customer for the Service Fees incurred during the preceding month (a "Service Fee Invoice"). The Service Fees shall be due and payable by the Customer within thirty (30) days after the date set forth on the Service Fee Invoice. A Monitoring Day will be deemed to commence at 12:00 a.m. midnight and continue until 11:59 p.m. of the same day.

B. ProntoTrak will ground ship or deliver equipment to the Customer at ProntoTrak's cost and risk of loss. If Customer wants equipment shipped a different way, then Customer shall pay all increased costs above ProntoTrak's standard ground shipping cost.

C. If the equipment is lost or damaged by the Customer while in the possession of the Customer, ProntoTrak will invoice the Customer for the cost of equipment. Exhibit "D" attached hereto and incorporated herein by this reference sets forth the cost of the equipment. The invoice for such lost or damaged equipment shall be due and payable by Customer within thirty (30) days after the date set forth on such invoice.

4. CUSTOMER RESPONSIBILITIES

The Customer responsibilities are listed in Exhibit "B" attached hereto and incorporated herein by this reference.

5. TERM OF AGREEMENT; TERMINATION

A. The term of this Agreement shall be for a period of Twelve (12) months commencing on October 8, 2024, after which date the Agreement shall be automatically extended (without such extension being deemed to be a new agreement but the continuous and uninterrupted extension of the original Agreement) for any number of like periods not to exceed two (2) additional periods, unless sixty (60) days prior to the expiration of a period, notification by either party is given in writing to the other party, such notification stating the reason(s) for non-renewal. Notwithstanding the foregoing, however, (i) ProntoTrak may terminate this Agreement immediately upon the failure by the Customer to pay any invoice when due; and (ii) either party, may, at its sole discretion and with sixty (60) days written notice to the other party hereto, terminate this Agreement for any reason or no reason. Upon the expiration or termination of this Agreement, Customer, at its expense, will promptly return all equipment to ProntoTrak in a timely manner and in good condition and working order. Customer understands and agrees that if the equipment is not returned to ProntoTrak in a timely manner, Customer will pay the daily equipment rate as set forth herein for each additional day the equipment is in Customer's possession.

Should ProntoTrak fail to deliver or deliver nonconforming services or fail to perform, to the Customer's satisfaction, any material requirement of the Agreement or be in violation of a material provision of the Agreement including, but without limitation, any expressed warranties made by ProntoTrak, the Customer shall be entitled to declare ProntoTrak to be in default of its obligations under the Agreement. Should the Customer determine that ProntoTrak's unsatisfactory performance substantially endangers completion or that default is likely to occur, the Customer shall be entitled to declare ProntoTrak to be in default of its obligations under the Agreement. Should ProntoTrak fail to make substantial and timely progress toward performance of the Agreement Customer shall

Customer Initials _____

ProntoTrak Initials 

be entitled to declare ProntoTrak to be in default of its obligations under the Agreement. Should ProntoTrak become subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws, should ProntoTrak terminate or suspend its business; or should Customer reasonably believe that ProntoTrak has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law Customer shall be entitled to declare ProntoTrak to be in default of its obligations under the Agreement. Should ProntoTrak fail to comply with applicable federal, state, and local laws, rules, Customer ordinances, regulations, and orders when performing within the scope of the Agreement or should ProntoTrak engage in conduct that has or may expose the Customer or the State to liability, as determined in the Customer's sole discretion the Customer shall be entitled to declare the ProntoTrak to be in default of its obligations under the Agreement.

If any of the default events set out above occur, then Customer shall issue a written Notice of Default to ProntoTrak outlining one (1) or more of the default events and request that the breach or noncompliance be remedied within a period of time to be specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the Notice of Default, Customer shall be entitled to immediately terminate the Agreement for default without additional written notice, procure substitute Services from another source and charge the difference between the Agreement and the substitute Agreement to ProntoTrak; and/or, enforce the terms and conditions of the Agreement and seek any legal or equitable remedies.

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

Should any of the following events occur Customer may terminate the Agreement effective immediately without advance notice: If the ProntoTrak must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Agreement effective as of the date on which the license or certification is no longer in effect. Customer determines that the actions, or failure to act, of ProntoTrak, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized. ProntoTrak furnished any statement, representation, or certification in connection with the Agreement or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect."

B. Upon termination or expiration of this Agreement:

- i. ProntoTrak shall immediately cease to provide the services to the Customer;
- ii. ProntoTrak will turn off all devices and remove them immediately from the Customer's possession; and
- iii. Each party shall return to the other party all copies of any Confidential Information or other materials received from the other party.

C. Customer shall pay to ProntoTrak all fees due and owing under this Agreement as of the date of termination or expiration of this Agreement. If requested by either party, the parties will issue a mutually acceptable communication regarding the termination or expiration of the Agreement. ProntoTrak reserves the right, but assumes no obligation, to suspend performance immediately if Customer is more than 30 days past due in payments or if, in ProntoTrak's reasonable judgment, Customer has materially breached any obligation set forth herein.

D. In the event that either party terminates this Agreement, all procedures or requirements will be finalized according to the agreed upon manner. ProntoTrak will provide all services up until the expiration or termination date of this Agreement, upon which it will be the Customer's responsibility to return to ProntoTrak all monitoring equipment and supplies that are in the possession of the Customer or a participant.

E. ProntoTrak will not be responsible for the monitoring of any participant once this Agreement terminates or expires. Any monitoring services after said date will have to be described in writing and consented to by both parties. Any fees associated with this holdover of services period will be due and payable in the same manner as all other fees that were collected hereunder.

6. LIMITATION OF LIABILITY

CUSTOMER AGREES THAT, EXCEPT AS PROVIDED HEREIN, PRONTOTRAK WILL NOT BE LIABLE FOR ANY LIABILITIES, OBLIGATIONS, COSTS, EXPENSES, DAMAGES OR HARMS, INCLUDING, WITHOUT LIMITATION, ANYTHING RELATED TO PROPERTY DAMAGE, PERSONAL INJURY, BODILY INJURY, ILLNESS OR DEATH, THAT CUSTOMER OR CUSTOMER'S EMPLOYEES, AGENTS OR OTHER AFFILIATES MAY INCUR UNLESS SUCH LIABILITIES, OBLIGATIONS, COSTS, EXPENSES, DAMAGES OR HARMS ARISE OUT OF PRONTOTRAK'S NEGLIGENCE IN CONNECTION WITH ITS OPERATIONS OR ITS PROVISION OF OR FAILURE TO PROVIDE THE SERVICES AS REQUIRED HEREIN.

7. INSURANCE

ProntoTrak will maintain business liability insurance in an amount not less than \$1,000,000.00.

8. GOVERNING LAW; JURISDICTION AND VENUE

This Agreement shall be construed under the laws of the State of Georgia. If any part or portion of this Agreement shall be determined to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other term or provision of this Agreement shall in any way be affected. Any legal claim, action, proceeding or other suit with respect to this Agreement shall be brought exclusively in the federal or state courts in and for Hall County, Georgia, and by execution and delivery of this Agreement, each of the parties irrevocably consents to the exclusive jurisdiction of those courts, and each of the parties hereby submits to personal jurisdiction in the State of Georgia. Each of the parties irrevocably waives any objection,

including, without limitation, any objection based on lack of jurisdiction, improper venue, or forum non-conveniens, which any party hereto may now or hereafter have to the bringing of any claim, action, proceeding or other suit in such jurisdiction in respect to this Agreement or any transaction related hereto.

9. ENTIRETY OF AGREEMENT

A. This Agreement (together with its Exhibits) constitutes the entire agreement between the parties. All previous proposals and communications, written or oral, relative to the services to be provided by ProntoTrak are hereby superseded, except to the extent that they have been expressly incorporated in this Agreement.

B. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

10. MODIFICATION

This Agreement cannot be changed, modified or amended in any respect except by written instrument signed by the Customer and ProntoTrak.

11. PARAGRAPH HEADINGS AND PRONOUNS

Any paragraph headings contained in this Agreement are for convenience and reference purposes only and shall under no circumstances affect the meaning or interpretation of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the: masculine, feminine, neutral, singular, or plural, as the identification of the person or persons, firm or firms, corporation or corporations may require.

12. NOTICES

Any notices shall be sent certified mail, receipt requested to:

ProntoTrak
106 Colony Park Drive, Suite 700
Cumming, Georgia 30040
678-455-0525

Customer:
Scott Collison
Administrative Operations Director
Hall County Sheriff's Office
Administrative Bureau
2859 Browns Bridge Road,
Gainesville GA 30504
770-718-5151

13. MISCELLANEOUS

A. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided in this Agreement or any Exhibit thereto, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

B. Failure of either party at any time to require the performance of any provision under this Agreement shall not affect the right of such party to require full performance thereafter and a waiver by either party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of any further or similar breach or as nullifying the effectiveness of such provision.

C. If performance hereunder is interfered with by any act of God, fire, storm, flood, earthquake, governmental regulation or direction, acts of the public enemy, war, rebellion, insurrection, riot, invasion, strike or lockout, or the failure of a phone ProntoTrak or any other entity which is involved in the routing of data to/from the home to the monitoring center (a "Force Majeure Event"), the affected party shall be excused from such performance to the extent of such condition, provided, however that if a Force Majeure Event detrimentally affects a party's performance of a material covenant hereunder for 30 days or more, the other party can terminate this Agreement. The party whose performance is prevented by a Force Majeure Event shall immediately inform the other party of the state of affairs and if this Agreement has not been earlier terminated pursuant to Section 4; such party shall resume the performance hereof whenever such cause or causes are removed.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

Customer: Hall County, Georgia	ProntoTrak, Inc.
By: _____	By: <u>Steve Page, Pres. + CEO</u>
Title: _____	Steve P. Page President and Chief Executive Officer

Customer Initials _____

APPROVED AS TO FORM

Nathaniel R. Anderson
Nathaniel R. Anderson,
Senior Assistant County Attorney

ProntoTrak Initials SP

EXHIBIT "A"

SERVICES

A1. Standard Initial Training/Orientation ProntoTrak will provide four (4) hours of initial training on the monitoring equipment and proper installation/removal of monitoring devices. ProntoTrak will train Customer's personnel how to navigate the monitoring software. This training will be at the Customer's location or at ProntoTrak's location if mutually agreed upon.

A2. Customer Support ProntoTrak will provide the Customer with support via phone for violation interpretation, technical support, and equipment installation and/or removal. Support is available during regular business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Time zone, excluding federal and state holidays.

A3. Alert Notification ProntoTrak will provide the Customer with reports of monitored participants and notification of any violations that occur regarding the participant's Electronic Monitoring. ProntoTrak will notify the Customer with alerts via email messages and/or cellular text messages, if available.

A4. Customer Testimony ProntoTrak will provide Customer testimony relating to violations. ProntoTrak will provide information and documentation relating to the participant's activity during the monitoring period. The Customer will give ProntoTrak 3 business days notification when testimony is required.

A5. Shelf Inventory ProntoTrak will provide Customer with 30% shelf equipment at no cost to the Customer.

A6. Equipment ProntoTrak will provide the Customer with equipment, consumable items required for installation and chargers.

A7. Arrearages ProntoTrak will communicate with Customer on a regular basis regarding any participants in arrears on monitoring fees.

A8. Phones and Tablets ProntoTrak will provide the staff with two cell phones and two tablets.

A9. Monitoring Center ProntoTrak will provide monitoring center only on cases requested.

EXHIBIT "B"

CUSTOMER RESPONSIBILITIES

B1. The Customer shall provide to ProntoTrak such documents as reasonably requested as it pertains to any participant at no charge to ProntoTrak.

B2. The Customer agrees to maintain complete responsibility for participant's selection and program management services not specifically listed. The Customer will do all installs on participants, removals and maintenance of equipment for participant.

B3. The Customer shall notify ProntoTrak on the provided "Referral Form" prior to installation of a device. The Customer shall update ProntoTrak with any change(s) to the participant's information. This information may be communicated via the ProntoTrak website (www.prontotrak.com), or via email (service@prontotrak.com), or via fax (866-714-3852).

B4. The Customer must be able to receive and respond to all Electronic Monitoring notifications. After reviewing confirmed violations, the Customer shall make a determination regarding the continuation of a participant on Electronic Monitoring.

B5. The Customer shall have the participant complete proper paperwork showing his/her understanding of the operation and safety requirements of the equipment. The Customer shall maintain a copy of the information in its files and forward a copy to ProntoTrak.

B6. The Customer will use its best efforts to assist in the recovery of missing, lost or stolen equipment while assigned to a participant in the program.

B7. The Customer shall immediately remove the monitoring device from a participant upon completion of an electronic monitoring period and shall promptly notify ProntoTrak that such device has been returned to the possession of the Customer. ProntoTrak will not turn off any monitoring device, and all charges will continue to be charged the Customer, until ProntoTrak is notified by the Customer to turn off any device as provided herein.

B9. The Customer shall give the Company 3 business days' advanced notice when court testimony is required.

B10. The Customer will install the selected monitoring equipment on the participant.

B11. The Customer will take necessary action when participant is not paying for monitoring services being rendered by ProntoTrak for participant-paid cases and will confer with ProntoTrak regarding a participant's balance prior to releasing participant from program.

EXHIBIT "C"

FEE TABLE

SERVICES **DAILY RATE**

ACTIVE GPS—tiered pricing

AGENCY PAID	1 to 50 Units	51 to 100 Units	101 to 150 Units
Equipment, Support Services and Monitoring Center	\$5.50 Per Day	\$5.15 Per Day	\$4.95 Per Day

*If active units drop to the lower tier during the month the price will remain for the month and then change to the new tier pricing at the beginning of the next month.

** If active units rise to the next tier during a month the new tier pricing will begin the first day of the following month.

*** The pricing for the upcoming month will be based on an average of the units used in the previous month.

PARTICIPANT PAID - GPS		
Equipment, Support Services, Monitoring Center	\$9.00 Per Day	Cases to be paid in full prior to release from the program.

	Agency Per Day	Participant Per Day
SCRAM – With Home Phone 24/7 Alcohol Monitoring	\$8.00	\$10.00
SCRAM – Direct Connect 24/7 Alcohol Monitoring Offender required to report to office two times per week for download	\$8.00	\$10.00
SCRAM- With Ethernet 24/7 Alcohol Monitoring	\$9.00	\$11.00
SCRAM- With House Arrest 24/7 Alcohol Monitoring <u>and</u> House Arrest	\$11.00	\$15.00
REMOTE BREATH Random/Scheduled Alcohol Monitoring and Curfew	\$6.00	\$7.50

Customer Initials _____

ProntoTrak Initials *JP*

EXHIBIT "D"
EQUIPMENT REPLACEMENT COST

EQUIPMENT	COST
STOP BluTag	\$500.00
GPS (SCRAM/OM500)	\$600.00
SCRAM Alcohol Monitor	\$1400.00
SCRAM Base Station	\$700.00
SCRAM Cellular Transmitter	\$700.00
Remote Breath	\$900.00

Customer Initials _____

ProntoTrak Initials RP



AGENDA ITEM

Tax Commissioner

REPORT TO: Work Session (09/09/24)
REPORT TO: Voting Meeting (09/10/24)
ITEM NO: 459/2024
SUBJECT: Approve the purchase of a new Property Tax Management Software module for the Tax Commissioner's Office to Tyler Technologies, Inc. of Plano, TX, in the amount of \$1,749,034.40.

Meetings:

Work Session Date: 09/09/24

Voting Meeting Date: 09/10/24

Executive Summary:

Presenter: RS
Recommendation: Approve.

Purpose of Request:
Approve the purchase of a new Property Tax Management Software module for the Tax Commissioner's Office to Tyler Technologies, Inc. of Plano, TX, in the amount of \$1,749,034.40.

History:
The County currently uses Tyler Technologies ERP Enterprise Financial Software System.

Facts and Issues:
The Hall County Office of the Tax Commissioner is seeking to replace its existing, outdated property tax software system to enhance the efficiency, reliability, and integration of tax administration. Given the critical need for a system that aligns with the current Hall County financial management systems, we propose the acquisition of the property tax software system from Tyler Technologies.

Options:

Funding Requested	\$ 1,749,034.40
Are funds within current budget?	Yes
Source of Funds	SPLOST VIII / GENERAL FUND
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2024-08-26

Approvals:

Buyer	Submit	Approve	Purchasing
AP	RRI	DE	AP
Budget	Finance	Attorney	Administration
JM	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
CONTRACT_SIGNATURE_REQUEST_-_TYLER.pdf
QUOTE
CONTRACT



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

AGENDA ITEM 459/2024

Funds Requested: \$ 1,749,034.40

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VIII / GENERAL FUND

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	324-SPLOST VIII	1545-TAX COMMISSIONER	542400-COMPUTERS AND SOFTWARE	\$250,000.00
2026	324-SPLOST VIII	1545-TAX COMMISSIONER	542400-COMPUTERS AND SOFTWARE	\$623,904.00
2026	100-GENERAL FUND	1545-TAX COMMISSIONER	542400-COMPUTERS AND SOFTWARE	\$426,888.00
2027	100-GENERAL FUND	1545-TAX COMMISSIONER	542400-COMPUTERS AND SOFTWARE	\$448,242.40

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: RR

Phone: 770.531.6960



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270

DIRECTOR
Taylor Samples, CPA

Date: September 4, 2024

To: Richard Higgins, Chairman Hall County Board of Commission

From: Andy Penick

Your signature is requested to execute the attached Contract on **Page 14** of the SaaS Service Level Agreement.

Bid/Contract No: Quote # 2024-491868-X7H2X4

Contract Name: New Property Tax Software Upgrade

Department(s) Requesting Contract: Tax Commissioner's Office.

Award Recipient Name: Tyler Technologies, Inc.

Contract Description: New Enterprise Property Tax Software Solution

Previous Spend: \$62,000.00

Annual Contract New Renewal

Price Increase Requested Percentage Increase: N/A

Project/Service Contract Requested Amount: \$1,749,034.40
(Over three years)

Product Contract Requested Amount:

Comments:

For the purchase of New Cloud Based Property Tax Software from Tyler Technologies, Inc., our current Financial Software System provider, to replace existing outdated and inefficient Manatron, Inc. server-based software.



Quoted By:
Quote Expiration:
Quote Name:

Steve Crysel
12/30/24

Sales Quotation For:

Hall County
2875 Browns Bridge Rd
Gainesville GA 30504-5635
Phone: +1 (770) 535-8288

Tyler SaaS

Description	Annual SaaS Fee
Property & Recording	
Cashiering	
Cashiering	\$ 31,960.00
Content Manager	
Content Manager EE	\$ 0.00
Enterprise Assessment & Tax	
Enterprise Property Tax Standard	\$ 269,040.00
Delinquent Tax	\$ 37,920.00
Financial Accounting	\$ 37,920.00
Property Access	\$ 29,720.00
<i>Sub-total</i>	\$ 406,560.00
<i><u>Less Discount</u></i>	<i><u>\$ 40,656.00</u></i>
TOTAL	\$ 365,904.00

Services

Description	Fees
Property & Recording	
Project Management	\$ 86,000.00
Install & DBA	\$ 6,500.00
Assess & Define	\$ 36,250.00
Build & Verify	\$ 90,625.00
Testing	\$ 10,750.00
Training	\$ 20,750.00
Go Live	\$ 10,750.00
Post Live Support	\$ 10,750.00
Conversion	\$ 46,250.00
Delinquent Tax Service	\$ 60,000.00
Cashiering Service	\$ 23,750.00
Financials Service	\$ 62,500.00
Workflow Service	\$ 18,125.00
Property Access Service	\$ 25,000.00
TOTAL	\$ 508,000.00

Recurring Annual Fees

	Year 1	Year 2	Year 3
Recurring Annual Fees	\$ 406,560.00	\$ 426,888.00	\$ 448,232.40
Client Discount	\$ 40,656.00	\$ 0.00	\$ 0.00
Total	\$ 365,904.00	\$ 426,888.00	\$ 448,232.40

Summary	One Time Fees\$	Recurring Fees
Total Annual / SaaS (Yearly)	0.00	\$ 365,904.00
Total Tyler Services	\$ 508,000.00	\$ 0.00
Summary Total (Entire Term)	\$ 508,000.00	\$ 1,241,024.40
Contract Total	\$ 1,749,034.40	

Comments

Tyler to use a base standard installation of the software for the starting to-be solution.

An onsite week is considered Tuesday thru Thursday. Monday and Friday will be travel days. Tyler resource time for travel days is accounted for from contract time and will reduce dollars for specific tasks (i.e. Training and Production Cutover).

Tyler has provided an estimate project duration based on the requirements shared during procurement of the solution. The project duration will be reviewed and solidified at the completion of the Assess & Define stage.

Standard Payment terms for licensed products are: (i) license fees paid at Project Initiation; (ii) maintenance fees for the first twelve (12) months are waived and commence on the one (1) year anniversary of the Project Initiation; and (iii) Professional Services fees are paid as the services are performed. Standard Payment terms for Software as a Services (SaaS) arrangements are: (i) SaaS fees paid at Project initiation; and (ii) Professional Services fees are paid as the services are performed.

In the event the Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Travel expenses will be invoiced as incurred per the then current Tyler Travel Policy.

Tyler's pricing does not include applicable local, city, state or federal sales, use excise, personal property or other similar taxes or duties, which Client is responsible for determining and remitting.

Tyler has included 20 days of Training within the scope of this agreement. Note: If two (2) Implementation resources are conducting training at the same time on different topics, then this equals two (2) days.

Tyler Project Team will support production activities prior to full transition to Tyler Support for 60 concurrent calendar days.

Tyler has included a maximum of 3 customized workflows within the scope of this agreement. Each workflow will allow for up to seven (7) steps.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Hall County, a Georgia county.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means, as applicable, any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, extreme inflation (eight percent or greater per year), or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Project Initiation Date”** means the date on which a kickoff meeting is held, a project calendar is established, and Tyler personnel begin work.



- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of

Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. You will receive those services according to our industry standard implementation plan, which outlines roles and responsibilities in calendar and project documentation.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied and our assumption that each party timely meets its obligations pursuant to the project schedule as mutually developed and managed by the parties pursuant to the Statement of Work. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the

failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay applicable fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years, commencing on the first day of the first month following the Project Initiation Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

Notwithstanding the foregoing, this Agreement shall terminate absolutely and without further obligation on the part of the Client at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided for in O.C.G.A. 20-2-506. Unless the Client provides written notice to Tyler of its decision to allow the Agreement to so terminate sixty (60) days prior to the end of the then-current calendar year, this Agreement will automatically renew for additional one-year terms, not to exceed the three (3) year term identified at the beginning of this Section F(1), unless thereafter further renewed, also as set forth above.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions

not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or

(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
Schedule 1: Business Travel Policy
- Exhibit C Service Level Agreement
Schedule 1: Support Call Process
- Exhibit D Third Party Terms
- Exhibit E Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Hall County

By: 

By: _____

Name: Gus Tenhundfeld

Name: _____

Title: Inside Sales Manager

Title: _____

Date: August 29, 2024

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Hall County
2875 Browns Bridge Road
Gainesville, GA 30504-5635
Attention: _____

APPROVED AS TO FORM


Justin R. Lawhon,
Senior Assistant County Attorney





Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

Tyler sales quotation to be inserted prior to Agreement execution.

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Quoted By:
Quote Expiration:
Quote Name:

Steve Crysel
12/30/24

Sales Quotation For:

Hall County
2875 Browns Bridge Rd
Gainesville GA 30504-5635
Phone: +1 (770) 535-8288

Tyler SaaS

Description	Annual SaaS Fee
Property & Recording	
Cashiering	
Cashiering	\$ 31,960.00
Content Manager	
Content Manager EE	\$ 0.00
Enterprise Assessment & Tax	
Enterprise Property Tax Standard	\$ 269,040.00
Delinquent Tax	\$ 37,920.00
Financial Accounting	\$ 37,920.00
Property Access	\$ 29,720.00
<i>Sub-total</i>	\$ 406,560.00
<i><u>Less Discount</u></i>	<i><u>\$ 40,656.00</u></i>
TOTAL	\$ 365,904.00

Services

Description	Fees
Property & Recording	
Project Management	\$ 86,000.00
Install & DBA	\$ 6,500.00
Assess & Define	\$ 36,250.00
Build & Verify	\$ 90,625.00
Testing	\$ 10,750.00
Training	\$ 20,750.00
Go Live	\$ 10,750.00
Post Live Support	\$ 10,750.00
Conversion	\$ 46,250.00
Delinquent Tax Service	\$ 60,000.00
Cashiering Service	\$ 23,750.00
Financials Service	\$ 62,500.00
Workflow Service	\$ 18,125.00
Property Access Service	\$ 25,000.00
TOTAL	\$ 508,000.00

Recurring Annual Fees

	Year 1	Year 2	Year 3
Recurring Annual Fees	\$ 406,560.00	\$ 426,888.00	\$ 448,232.40
Client Discount	\$ 40,656.00	\$ 0.00	\$ 0.00
Total	\$ 365,904.00	\$ 426,888.00	\$ 448,232.40

Summary	One Time Fees\$	Recurring Fees
Total Annual / SaaS (Yearly)	0.00	\$ 365,904.00
Total Tyler Services	\$ 508,000.00	\$ 0.00
Summary Total (Entire Term)	\$ 508,000.00	\$ 1,241,024.40
Contract Total	\$ 1,749,034.40	

Comments

Tyler to use a base standard installation of the software for the starting to-be solution.

An onsite week is considered Tuesday thru Thursday. Monday and Friday will be travel days. Tyler resource time for travel days is accounted for from contract time and will reduce dollars for specific tasks (i.e. Training and Production Cutover).

Tyler has provided an estimate project duration based on the requirements shared during procurement of the solution. The project duration will be reviewed and solidified at the completion of the Assess & Define stage.

Standard Payment terms for licensed products are: (i) license fees paid at Project Initiation; (ii) maintenance fees for the first twelve (12) months are waived and commence on the one (1) year anniversary of the Project Initiation; and (iii) Professional Services fees are paid as the services are performed. Standard Payment terms for Software as a Services (SaaS) arrangements are: (i) SaaS fees paid at Project initiation; and (ii) Professional Services fees are paid as the services are performed.

In the event the Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Travel expenses will be invoiced as incurred per the then current Tyler Travel Policy.

Tyler's pricing does not include applicable local, city, state or federal sales, use excise, personal property or other similar taxes or duties, which Client is responsible for determining and remitting.

Tyler has included 20 days of Training within the scope of this agreement. Note: If two (2) Implementation resources are conducting training at the same time on different topics, then this equals two (2) days.

Tyler Project Team will support production activities prior to full transition to Tyler Support for 60 concurrent calendar days.

Tyler has included a maximum of 3 customized workflows within the scope of this agreement. Each workflow will allow for up to seven (7) steps.

Comments

Tyler to use a base standard installation of the software for the starting to-be solution.

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Tyler Project Team will support production activities prior to full transition to Tyler Support for 60 concurrent calendar days.

Tyler has included a maximum of 3 customized workflows within the scope of this agreement. Each workflow will allow for up to seven (7) steps.



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. Other Tyler Software and Services.
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered based on a percentage of completion each month, at the rates set forth in the Investment Summary.
3. Third Party Products and Hardware.
 - 3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
 - 3.2 *Third Party Software Maintenance:* The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.3 *Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.
 - 3.4 *Hardware Maintenance:* The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.5 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
 - 3.6 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first

year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets *
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client’s database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler’s support team must have the ability to quickly connect to the Client’s system and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D Third Party Terms

The following Third Party Terms details the Third Party software to be delivered by Tyler to the Client under the Agreement. The Third Party Terms are effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Your use of TrueRoll software and services is subject to terms found here: <https://tylertech.com/portals/0/terms/TrueRoll-Software-Services-Agreement.pdf>. By signing a Tyler Agreement or Order Form including TrueRoll software or services, or accessing, installing, or using TrueRoll software or services, you agree that you have read, understood, and agree to such terms.

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Exhibit E
Statement of Work

The following Statement of Work details the services to be delivered by us to you under your Agreement. This Statement of Work is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Agreement.

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Hall County GA

SOW from Tyler Technologies, Inc.

8/22/2024

Presented to:

2875 Browns Bridge Road
Gainesville, GA 30504

Contact:

Steve Crysel

Email: Steve.Crysal@TylerTech.com

One Tyler Way, Moraine, OH 45439

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Hall County (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

1.3 Methodology

This is accomplished by the Hall County and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Hall County’s complexity and organizational needs.



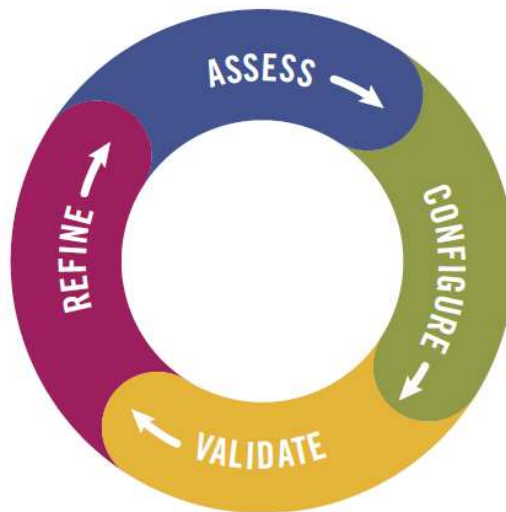
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Hall County and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Hall County and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Hall County's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



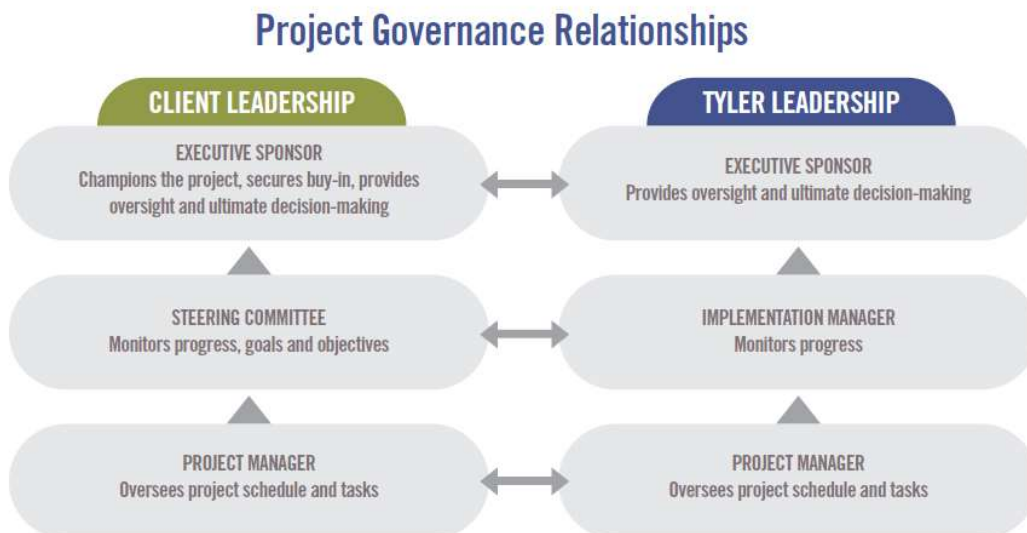
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the Hall County collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Hall County Steering Committee become the escalation points to triage responses prior to escalation to the Hall County and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Hall County and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

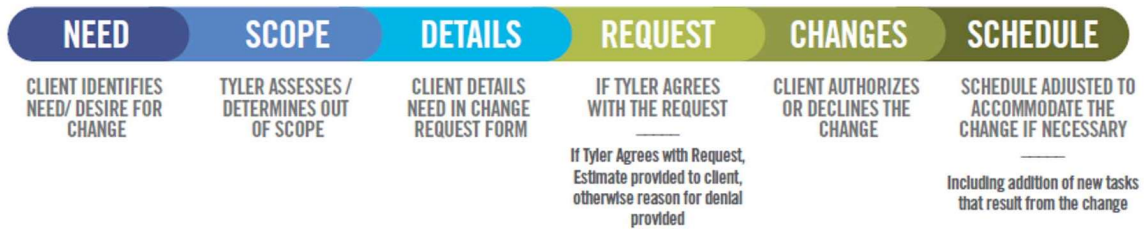
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Hall County; for example, the Hall County may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Hall County, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Hall County will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Hall County). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Hall County office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Hall County will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Hall County feedback and approval on Project deliverables will be critical to the success of the Project. The Hall County project manager will strive to gain deliverable and decision approvals from all authorized Hall County representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Hall County department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Hall County shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Hall County does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Hall County does not agree the Deliverable or Control Point meets requirements, the Hall County shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Hall County shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Hall County does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Hall County and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Hall County, but are roles defined within the Project. It is common for individual resources on both the Tyler and Hall County project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Hall County's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Hall County's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Hall County management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Hall County, the Tyler Project Manager provides regular updates to the Hall County Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Hall County project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with the Hall County project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Hall County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Hall County any items that may impact the outcomes of the Project.
- Collaborates with the Hall County 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Hall County 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Hall County and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.
- Interfaces closely with Tyler developers to coordinate program Modification activities.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Hall County through software validation process following configuration.
- Assists during Go-Live process and provides support until the Hall County transitions to Client Services.
- Facilitates training sessions and discussions with the Hall County and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).



- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the Hall County.
- Loads Hall County provided GIS data into the system.

5.2 Hall County Roles & Responsibilities

Hall County resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Hall County Executive Sponsor

The Hall County executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Hall County steering committee, project manager(s), and functional leads to make critical business decisions for the Hall County.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Hall County Steering Committee

The Hall County steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Hall County project manager and Project through participation in regular internal meetings. The Hall County steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Hall County steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Hall County Policies



- Needs of other client projects

5.2.3 Hall County Project Manager

The Hall County shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Hall County Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Hall County project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Hall County project manager(s) are responsible for reporting to the Hall County steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Hall County project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Hall County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Hall County staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Hall County resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.



- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Hall County technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Hall County Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Hall County project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Hall County resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Hall County Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Hall County business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.



- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Hall County staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Hall County End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Hall County Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Hall County third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Hall County's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Hall County GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Hall County GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 Hall County Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Hall County's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.



- Coordinates software upgrade plan activities with Hall County and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Hall County Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the Hall County.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 GIS Planning*	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Infrastructure Planning	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 Stakeholder Meeting	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Hall County with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Hall County gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Hall County’s team. During this step, Tyler will work with the Hall County to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Hall County project team.

STAGE 1	Initial Coordination																
	Tyler								Hall County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Hall County project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Hall County		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work
Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Hall County to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Hall County Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the Hall County’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Hall County Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Hall County with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler							Hall County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads



Schedule and conduct planning session(s)		A	R							I		C	C	I				
Develop Project Management Plan		A	R							I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I			I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Hall County provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Hall County has reviewed and completed the Guide to Starting Your Project document.

6.1.3 GIS Planning

GIS data is a core part of many Tyler applications. Other Hall County offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all Hall County GIS data sources and formats.
- Tyler to understand the Hall County’s GIS needs and practices.
- Ensure the Hall County’s GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler								Hall County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads



Initial GIS Planning Meeting		A	R					C										C
Determine all GIS Data Sources				I				I		A		R						C
Provide Source GIS Data				I				I		A		R						C
Review GIS Data and Provide Feedback		A	R					C				I						C

Inputs	GIS Requirements Document
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Hall County is responsible for maintaining the GIS data.

6.1.4 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. . The Hall County is responsible for the installation, setup and maintenance of all peripheral devices.

Objectives:

- Ensure the Hall County’s infrastructure meets Tyler’s application requirements.
- Ensure the Hall County’s infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																	
	Tyler								Hall County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads	
Initial Infrastructure Communication		A	R		C		C				C							C
Schedule Environment Availability		A	R				C				I							

Inputs	Initial Infrastructure Requirements
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

6.1.5 Stakeholder Meeting

Communication of the Project planning outcomes to the Hall County Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Hall County team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler							Hall County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None



6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Hall County
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Hall County business processes. This information will be used to identify and define business processes utilized with Tyler software. The Hall County collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Hall County team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Hall County team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Hall County for current and future state analysis.

STAGE 2	Solution Orientation	
	Tyler	Hall County



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
	Provide pre-requisites			A	R						I	I		I	I		I
	Complete pre-requisites										A	R		C			C
	Conduct orientation			A	R						I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Hall County and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Hall County will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Hall County’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	Hall County



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Hall County current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Hall County attendees possess sufficient knowledge and authority to make future state decisions.
- The Hall County is responsible for any documentation of current state business processes.
- The Hall County can effectively communicate current state processes.

6.2.3 Modification Analysis

Tyler strives to provide robust, off-the-shelf solutions. Tyler can offer a comprehensive solution that allows for the unique nature of each client’s business processes. Though opportunities to enhance Tyler products may exist, Tyler recommends Clients utilize existing functionality and, when necessary, adjust their business practices to the products; application refinements and enhancements should only be considered when no viable solution for a given process is available within the included Tyler products. We do recognize that some Projects may require modifications to the solution(s) to meet certain Hall County business needs, including interfaces with 3rd party products, custom reports, or other custom product modifications. Some Projects have specific modifications included in the Project budget, others do not. If it’s determined that additional, out of scope modifications are necessary to meet Hall County needs, a Change Request is needed and additional cost estimate(s) will be provided by Tyler.

No modifications in scope for this implementation.



Objectives:

- Identify and define in-scope modifications.
- Identify and define out-of-scope modifications.
- Approve all modifications.

STAGE 2	Modifications analysis																
	Tyler							Hall County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Identify which modifications are within the scope/budget of this project [where applicable]		A	R			I			I		C						
Analyze/write a Business Requirements documents for each modification		A	R	C	C	C					C	C		C			
Review/Approve Business Requirements documents			C	C		C			A		R	C		C			
Refine project schedule based on included modifications		A	R		I	C					C						

Inputs	Modification Requirements
	Current & Future State Analysis Document
	Project Budget/Financial documents
	Project Schedule

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Modification Specifications	Meets Hall County’s business needs
	Change Requests for out-of-scope modifications	Meets Hall County’s business needs
	Revised Project Schedule	

Work package assumptions:

- 3rd party interfaces – The Hall County is responsible for coordinating with the 3rd party.



6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							Hall County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Hall County Source data
	Hall County Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Hall County Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Hall County representatives to identify business rules before writing the conversion.



- Hall County subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.5 This work package is not applicable.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
 - All stage deliverables accepted based on criteria previously defined.
 - Solution Orientation is delivered.
 - Conversion data extracts are received by Tyler.
 - Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Hall County against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The Hall County can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	Hall County



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on Hall County Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Licensed Software is Installed on the Server(s)	Software is accessible
Licensed Software is Installed on Hall County Devices (if applicable)	Software is accessible
Installation Checklist/System Document	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Hall County will provide network access for Tyler modules, printers, and Internet access to all applicable Hall County and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Hall County to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Hall County collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the Hall County Power User how to configure and maintain software.



- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler							Hall County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Hall County configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Hall County is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Hall County users on how to execute processes in the system to prepare them for the validation of the software. The Hall County collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the Hall County understands future state processes and how to execute the processes in the software.



- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler							Hall County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C					A		R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Hall County Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Hall County-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Hall County-specific process documentation (completed by Hall County)	

Work package assumptions:

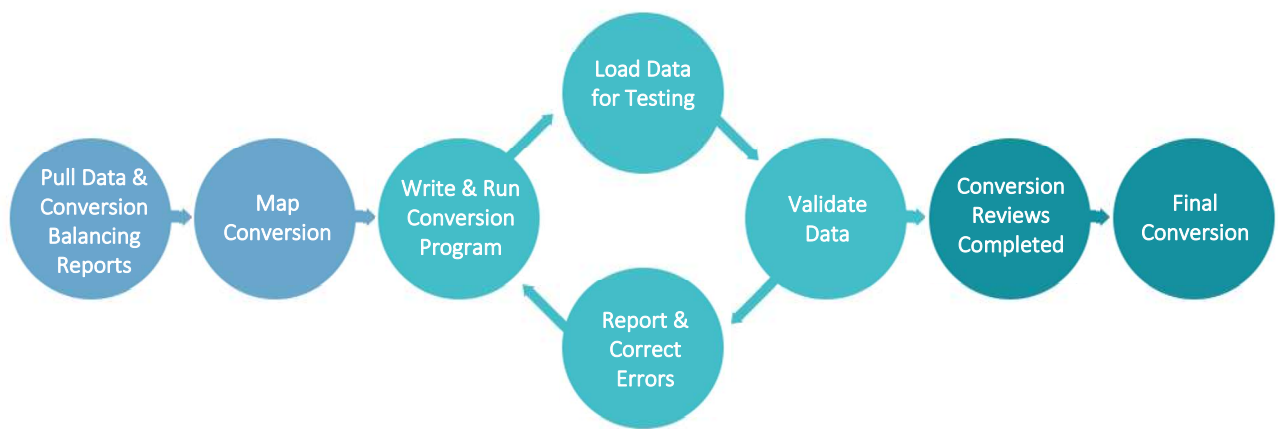


- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Hall County’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Hall County will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Hall County to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler							Hall County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			



Iterations: Conversion Development			A	C	R													I
Iterations: Deliver converted data			A		R													I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R			C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The Hall County will provide a single file layout per source system as identified in the investment summary.
- The Hall County subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Hall County project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Modifications Delivery

Tyler consistently recommends that our clients utilize the software out-of-the-box and adjust business processes to conform, but we recognize there may be times when a modification of the software is requested to meet reporting obligations, functionality desires, or integrations with external systems. This work package focuses on the successful, high-quality delivery of the approved, in-scope modifications.

No modifications in scope for this implementation.

Objectives:

- Deliver contracted software modifications.
- Complete or update required configuration for the modifications.
- Test the delivered modifications.

STAGE 3	Modifications Delivery	
	Tyler	Hall County



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Validate scheduled development for completion			A			R					I						
Conduct periodic scope review sessions (as applicable)			A	C		R					I	C		C			
Modify Solution Validation Plan (if applicable)			C	C							A	R		C			
Deliver (pre-production) modifications for testing			A	I	I	R	C				I	I		I			I
Test delivered modifications			I	C		C					A	R		C			I
Update configuration (if applicable)			A	R													
Update process documentation as needed			I	I							A	R		C			
Approve modifications for Production delivery			I	I							A	R		C			
Deliver modifications to Production			A	I	I	R	C				I	I		I			I

Inputs	
	Modification specification

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed modifications	Hall County approves modification per scope
	Updated Modification Specification (if applicable)	
	Updated Solution Validation Plan	
	Updated process documentation (if applicable)	
	Revised configuration (if applicable)	Modification passes testing/approved by Hall County after configuration is updated

Work package assumptions:

- Only approved modifications with approved scope will be provided.



- Only modifications approved for the current phase (if multi-phase) will be delivered.
- Additional scope requests may require additional budget.
- Modifications will be tested upon delivery.

6.3.6 This work package is not applicable.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.
- Completed modifications.
- Revised configuration for modification (if applicable).

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Hall County team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Hall County to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Hall County verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Hall County organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	Hall County



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
	Update Solution Validation plan			A	R	C					C	C		C			
	Update test scripts (as applicable)			C	C	C					A	R		C			
	Perform testing			C	C	C					A	R		C			
	Document issues from testing			C	C	C					A	R		C			
	Perform required follow-up on issues			A	R	C					C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Hall County updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Hall County will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Hall County has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Hall County will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness	
	Tyler	Hall County



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I			I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I						A	R							C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Hall County

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Hall County users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop Hall County specific business process documentation. Hall County-led training labs using Hall County specific business process documentation if created by the Hall County can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.



- The Hall County is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							Hall County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Hall County-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Hall County signoff that training was delivered

Work package assumptions:

- The Hall County project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Hall County as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Hall County departments.
- The Hall County will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:



- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Hall County will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Hall County to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Hall County and Tyler will complete work assigned to prepare for Go-Live.

The Hall County provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Hall County manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Hall County during Go-Live activities. The Hall County transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Hall County data available in Production environment.

STAGE 5	Go-Live																
	Tyler							Hall County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production			A	C	R						I	C		C			C



environment, if applicable																	
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Hall County confirms data is available in production environment

Work package assumptions:

- The Hall County will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Hall County business processes required for Go-Live are fully documented and tested.
- The Hall County Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Hall County Project Team and Power User’s provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Hall County onto the Tyler Client Services team, who provides the Hall County with assistance following Go-Live, officially transitioning the Hall County to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Hall County teams for key processes and subject areas.

STAGE 5	Transition to Client Services	
	Tyler	Hall County



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer Hall County to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities	
	Tyler	Hall County



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Hall County transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).



6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Hall County for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Hall County teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							Hall County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Hall County
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	
	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	



Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Hall County may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Hall County teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler							Hall County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Hall County and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Hall County acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.



- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Hall County will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Hall County Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Hall County project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Hall County is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Hall County to make process changes.
- The Hall County is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Hall County is responsible for managing Organizational Change. Impacted Hall County resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is



ensuring that impacted Hall County resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Hall County resources will participate in scheduled activities as assigned in the Project Schedule.
- The Hall County team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Hall County will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Hall County will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Hall County makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Hall County will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Hall County will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Hall County is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Hall County representatives to identify business rules before writing the conversion. The Hall County must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The Hall County will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Hall County Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Hall County is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)



7.5 Facilities

- The Hall County will provide dedicated space for Tyler staff to work with Hall County resources for both on-site and remote sessions. If Phases overlap, Hall County will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Hall County will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client’s physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler’s physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. A&T Conversion Summary

9.1.1 Appraisal Standard Conversion

- Property Information: property identifiers, situs address, legal description, taxing units, neighborhood, property flags, property comments
- Party Information (i.e. owners, lenders, agents, builders, etc.): party identifiers, party name, additional names, mailing addresses, phone numbers, email addresses
- Property Types: residential, land, commercial, personal, mobile home
- Current year as well as previous 6 years unless a minimum number of years is mandated by state legislation: property level valuation detail/assessments/exemptions, depreciation tables, trending tables, code files
- Current year as well as previous 6 years unless a minimum number of years is mandated by state legislation: property level valuation results (summary)/assessments/exemptions
- Sketch vectors
- Sales/Transfers: party, ownership percentage, sale date, deed date, sale price, sale type, validity, book, page, instrument number, instrument type, additional properties, price confirmations, price adjustments, secure, custom fields
- Permits: permit number, type, status, amount, builders/contractors, issue date, limit date, agency, percent complete, comment, custom fields
- Appeals: level, year, date, status, case number, appellant info, scheduling info, results, custom fields
- System User Info: user IDs, names, rights/roles
- Current year as well as previous 6 years unless a minimum number of years is mandated by state legislation: property level valuation detail/assessments/exemptions, depreciation tables, trending tables, code files



10. Additional Appendices

10.1 Tyler Content Manager (TCM) Project

10.1.1 Implementation Activities

Tyler and client to work in a collaborative effort to implement the Tyler Content Manager solution within the Enterprise Assessment and Tax solution. Included within the Enterprise Assessment and Tax Solution is:

- Installation of TCM and integration with Enterprise Assessment and Tax system.
- Installation of existing Enterprise Assessment and Tax document library.
- Security configuration for the existing document types.
- Client to provide an index file for conversion of photos.
- Convert Street photos into the Photo document type.
- Conduct walk through sessions of the Tyler Content Manager configuration.
- Tyler to conduct train-the-trainer user training on Tyler Content Manager.
- Tyler to conduct Tyler Content Manager administration training to client technical staff.

The following additional configurations will also be accommodated if needed:

- Integrating TCM with Public Access
- Converting any existing Smartfile filings that publish documents to publish to TCM
- Converting existing Tyler Field Mobile application to integrate with TCM
- New categories to existing document types (limited to 25 total additional categories)

10.1.2 Not in Scope

The following Items, which are supported in the Tyler Content Manager framework but not included in standard service delivery, are not in scope but can be implemented under change orders:

- Document types not currently in the Enterprise Assessment and Tax library
- Additional data file conversions. The client will still need to prepare and supply index files for each conversion set.
- Additional Categories in excess of 25

10.2 – Public Access SOW

10.2.1 Implementation Activities

Outlined below are the implementation activities to be performed by Tyler analysts to deploy the Public Access solution.

- Hold a project kick off meeting and regular project status meetings
- Install a Public Access records “base” site on servers within Tyler’s SaaS hosting environment or within client’s hosting environment. A “staging” (test) site and a production site will be installed.
- Review the base site with the client and determine site specific requirements to be applied to the configurable site features outlined in section 4. Requested configuration changes or additions that are not already present within the iasWorld PRM module are not in scope.
- Configure the Tyler “Public Access” site for site specific requirements



- Assist the client with site testing as defined in section 4.5.2 User Acceptance Testing of this document.
- Deploy a data refresh script that copies a data subset from the iasWorld database to the Public Access database. Data refreshes can be scheduled daily, weekly or monthly.
- Deliver site administration training
- Assist with production site domain name and URL cutover to the Public Access site.

10.2.2 Client Responsibilities

Outlined below are the items and activities that the client is required to provision for a Tyler hosted Public Access implementation:

- For client hosted deployments the client is responsible for sourcing, acquiring and configuring web servers to host both a test and production Public Access site. Tyler will provide documentation to assist with the activity.
- The client is to supply any graphic files for site styling including banner graphics, page body graphics and home page textual content.
- General site testing and specific testing of data fields to ensure all property related data is displayed accurately.
- The client is responsible for providing GIS Map Services published in client hosted ArcGIS Server or ESRI hosted ArcGIS Online. These services must be accessible over the internet or be accessible from Tyler’s hosting environment via an ASA appliance installed on the county network.
- Pictometry licensing and signature files (if Pictometry is to be displayed on the site).
- Determination of public URL and domain name for live production site.
- If migrating from a legacy public site to Tyler Public access, the client is responsible for determining the site URL transition strategy to direct traffic from the old site to the new site. As well the client is responsible for changing any hyperlinks on organization sites that are referencing the legacy site.

10.2.3 Configurable Site Features

Described below are the Public Access features that are typically set up and configured.

10.2.3.1 Search Methods

The table below summarizes the search methods that are available for configuration

Type	Description
Address	Search current year records by Address
Parcel Number	Search current year records by Parcel Number
Owner	Search current year records by Owner name
Advanced	Search current year records using up to 15 configurable fields
Map Search	Map browsing and mapped parcel selection (in current year). Includes optional measurement and spatial buffer tool.
Neighborhood Sales Search	Quick link listing sales in subject parcels assessment neighborhood

Notes:

- *Mapping capabilities are subject to compatible map services provided by the client. Inline based map address and intersection searching may be included if appropriate “geocode” map service provided by the client.*



- Any search types listed can be removed at discretion of client.

10.2.3.2 Record Details

The table below outlines the standard record detail items to be presented and configured.

Date Grouping	Contents
Profile	Parcel Details
	Ownership
	Legal Description
Values	Current Values
	Values History (year over year in grid)
Sales/Transfers	Sale Summary (in grid)
	Sale Details
Residential	Dwelling Information
	Addition Details
	Outbuildings (OBY)
Commercial	Building Information
Land	Land line summary (grid)
	Land line details
Permits	Permit Summary (grid)
	Permit Details
CAUV	CAUV application summary information
	Soil Values
	Agricultural District
Manufactured Home – MH_OH	
Manufactured Home – MH_EQ	
Current Taxes	Tax bill amounts
	Payments
	Taxes Due
Special Assessments	Special assessments



Photos	Show all photos or rank1 and/or specified category
Sketch	Sketch graphic and legend
Map	Subject parcel highlight, standard zoom controls, layer controls, select parcels, identify, measure, print
Pictometry	Oblique aerial image viewing of subject parcel

Notes:

- *Data grouping and layout may vary from what is shown above.*
- *Inclusion of data items is subject to data availability within the iasWorld application.*
- *Any Items listed can be removed at discretion of client.*
- *Pictometry inclusions requires applicable licensing from Pictometry International Corp.*
- *Mapping inclusion requires ArcGIS Server or ArcGIS Online map services provisioned by the client.*
- *Requested configuration changes or additions that are not already present within the iasWorld PRM module are not in scope.*

10.2.3.3 Reports

The following reports can optionally be configured:

- Mailing list and or Attribute export is included. This may be used in conjunction with spatial buffer tool.
- PRC report from iasWorld On Demand reports
- Tax bill Report from iasWorld On Demand reports

10.2.3.4 Style Elements

The client is responsible for supplying color specifications, header/banner graphics, splash graphics and textual content.

10.2.3.5 Other items

The following features may also be configured:

- Disclaimer acceptance message. This is a configurable disclaimer that can be turned on and must be accepted once per browser session by public users.
- Hidden accounts. Accounts that have been flagged in iasWorld to be hidden (OWNDAT.HIDENAME) can be configured to not be found or have names replaced with a suitable text message (e.g. "Owner Name withheld by request").
- Site footer messages.
- Contact Us page with up to 4 configurable send to email addresses associated to inquiry type.





AGENDA ITEM

Treatment Services

REPORT TO: Work Session (09/09/24)

REPORT TO: Voting Meeting (09/10/24)

ITEM NO: 462/2024

SUBJECT: Approve the purchase of drug screen testing kits and services for Treatment Services to Microgenics Corporation of Fremont, CA. The estimated cost is \$132,770.00.

Meetings:

Work Session Date: 09/09/24

Voting Meeting Date: 09/10/24

Executive Summary:

Presenter: HH
Recommendation:
Approve.

Purpose of Request:
Approve the purchase of drug screen testing kits and services for Treatment Services to Microgenics Corporation of Fremont, CA. The estimated cost is \$132,770.00.

History:

Facts and Issues:
Thermo Fisher's subsidiary Fisher Scientific Company LLC distributes Microgenics Corporation drug screen testing kits as part of Items Favorably Negotiated as Part of a Statewide Contract (SWC) # 99999-SPD-SPD0000156-0003 Biological and Laboratory Equipment and Supplies (expiration 9/15/2025) and is the sole source supplier for the products and services utilized by Treatment Services for the Thermo Mindray BA800 Chemistry Analyzer for the Northeastern Judicial Circuit, Hall County.

Options:

Funding Requested	\$ 132,770.00
Are funds within current budget?	Yes
Source of Funds	Grants & Restricted 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	Approve	Purchasing
AY	BW	JS	AP
Budget	Finance	Attorney	Administration
DA	TS	WLI	CR
Clerk			
JR			

Attachments:

- Financial Supplement
- Reagent Amendment
- Reagent Contract & Amendment
- Sole Source Form



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

AGENDA ITEM 462/2024

Funds Requested: \$ 132,770.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Grants & Restricted Funds

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	250-MULTIPLE GRANT FUND	2163-MENTAL HEALTH COURT	531100-GENERAL SUPPLIES AND MATERIALS	\$21,958.00
2025	250-MULTIPLE GRANT FUND	2162-DUI COURT	531100-GENERAL SUPPLIES AND MATERIALS	\$17,450.00
2025	250-MULTIPLE GRANT FUND	2165-FAMILY TREATMENT COURT	531100-GENERAL SUPPLIES AND MATERIALS	\$20,811.00
2025	250-MULTIPLE GRANT FUND	2161-DRUG COURT	531100-GENERAL SUPPLIES AND MATERIALS	\$42,231.00
2025	203-RESTRICTED PROGRAMS FUND	2160-TREATMENT SERVICES	531100-GENERAL SUPPLIES AND MATERIALS	\$30,320.00

Budget Transfer Items:

Additional Information/Comments:

No general fund dollars needed. Funding from treatment grants as well as restricted funds.

Contact for Questions: KM

Phone: 770-532-1895



Reagent Amendment

Microgenics Corporation
46500 Kato Road, Fremont, CA 94538
Technical/Customer Service: 800-232-3342

Customer #: C1002043

Attn: Jesse Hemmett
Northeastern Judicial Circuit, Hall & Dawson Counties
Po Box 1435
Gainesville, GA 30503

Analyzer: Thermo Mindray BA800

The purpose of this modification is to amend the instrument to add product to the Reagent Agreement (fully executed) dated *October 01, 2020* between Microgenics and Northeastern Judicial Circuit, Hall & Dawson Counties.

Analyte	Product	Description	# Annual Tests	# Annual Kits	Yield	Kit Price	\$/Test	Est Annual Total
Tramadol	B40000351	Tramadol Assay Kit 115, 58 mL	20,256	16.7	1,211	\$1,017.24	\$0.84	\$16,988
Tramadol	B40000352	DRI Tramadol Cutoff Calibrator		1.0		\$113.00		\$113
Tramadol	B40000354	Tramadol Control Kit: Low 75 ng/mL		1.0		\$148.00		\$148
Tramadol	B40000353	Tramadol Negative Cal		1.0		\$113.00		\$113
			20,256					\$16,579

Except as modified above, the terms and conditions of Reagent Agreement dated *October 01, 2020* shall remain unchanged and in full force and effect.

MGC Representative Name (print): Todd Fernandez

Customer Name(print):

~~Jesse Hemmett~~

Jessi Emmett

Customer Signature:

Date: 8/10/23

Microgenics Contracts Manager Signature: _____

Date: _____



Reagent Amendment

Microgenics Corporation
46500 Kato Road, Fremont, CA 94538
Technical/Customer Service: 800-232-3342

Customer #: C1002043

Attn: Jessi Emmett
Northeastern Judicial Circuit, Hall & Dawson Counties
Po Box 1435
Gainesville, GA 30503

Analyzer: Thermo Mindray BA800

The purpose of this modification is to amend the instrument to Thermo Mindray BA800 and existing pricing to the Reagent Agreement (fully executed) dated *October 01, 2020* between Microgenics and **Northeastern Judicial Circuit, Hall & Dawson Counties**.

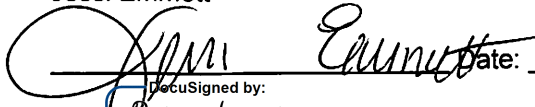
Analyte	Product	Description	# Annual Tests	# Annual Kits	Yield	Kit Price	\$/Test	Annual Total	Term Total
Alcohol	0038	Alcohol (Ethyl) 500mL	12,000	1.3	9,027	\$2,617.83	\$0.290	\$3,403	\$23,822
Amphetamine	0018	Amphetamine 500mL	30,000	3.3	9,027	\$2,617.83	\$0.290	\$8,639	\$60,472
Barbiturate	0226	Barbiturate 500mL	12,000	1.3	9,027	\$2,617.83	\$0.290	\$3,403	\$23,822
Benzodiazepine	0040	Benzodiazepine 500mL	30,000	3.3	9,027	\$2,617.83	\$0.290	\$8,639	\$60,472
Cocaine	0056	Cocaine 500mL	30,000	3.3	9,027	\$2,617.83	\$0.290	\$8,639	\$60,472
Creatinine	1797	Creatinine 500mL	30,000	3.3	9,027	\$902.70	\$0.100	\$2,979	\$20,852
Ecstasy	100076	Ecstasy (MDMA) 500mL	12,000	1.3	9,027	\$2,617.83	\$0.290	\$3,403	\$23,822
EDDP	100116	Methadone Metabolite (EDDP) 500mL	30,000	3.3	9,027	\$2,617.83	\$0.290	\$8,639	\$60,472
ETG	10015893	EtG Ethylglucuronide 500mL C.JF	30,000	3.3	9,027	\$2,617.83	\$0.290	\$8,639	\$60,472
Fentanyl	10016005	Fentanyl 500mL C.JF	12,000	1.3	9,027	\$2,617.83	\$0.290	\$3,403	\$23,822
General Oxidant	10009958	General Oxidant Validity 500mL	12,000	1.3	9,456	\$945.60	\$0.100	\$1,229	\$8,605
Hydrocodone	10018053	Hydrocodone 500mL	30,000	3.3	9,027	\$2,617.83	\$0.290	\$8,639	\$60,472
Opiate	0136	Opiate 500mL	30,000	3.3	9,027	\$2,617.83	\$0.290	\$8,639	\$60,472
Oxycodone	100249	Oxycodone 500mL	30,000	3.3	9,027	\$2,617.83	\$0.290	\$8,639	\$60,472
PH	100054	pH Validity Detect 500mL	12,000	1.5	7,980	\$796.00	\$0.100	\$1,194	\$8,358
Propoxyphene	0433	PPX (Propoxyphene) 500mL	12,000	1.3	9,027	\$2,617.83	\$0.290	\$3,403	\$23,822
Sp Gravity	1194	Specific Gravity Detect Validity 500mL	12,000	1.3	9,027	\$902.70	\$0.100	\$1,174	\$8,215
THC	0186	THC (Cannabinoids) 500mL	30,000	3.3	9,027	\$2,617.83	\$0.290	\$8,639	\$60,472
6-AM	100186	Heroin (6AM) Metabolite LC	12,000	1.3	9,027	\$2,617.83	\$0.290	\$3,403	\$23,822
Buprenorphine	100240	Buprenorphine MCC	12,000	10.7	1,118	\$324.22	\$0.290	\$3,469	\$24,284
Kratom	10026612	Mitragynine (Kratom) MCC	2,400	2.1	1,118	\$1,285.70	\$1.150	\$2,700	\$18,900
Synthetic Cannabinoids	10022955	UR-144/XLR-11 MCC	2,400	2.1	1,118	\$1,062.10	\$0.950	\$2,230	\$15,613
Synthetic Cannabinoids	10022977	AB-PINACA MCC	2,400	2.1	1,118	\$1,062.10	\$0.950	\$2,230	\$15,613

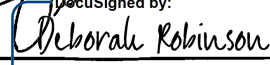
In addition to the above the additional secondary pricing is as follows:

Except as modified above, the terms and conditions of Reagent Agreement dated *October 01, 2020* shall remain unchanged and in full force and effect.

MGC Representative Name (print): **Todd Fernandez**

Customer Name(print): **Jessi Emmett**

Customer Signature:  Date: 5/24/22

Microgenics Contracts Manager Signature:  Date: 5/25/2022
DocuSigned by: 1787BDB7DACA4E7...



Pricing valid 60 days from delivery of price quote

Microgenics Corporation
46500 Kato Road, Fremont, CA 94538
Technical/Customer Service: 800-232-3342

PROGRAM AGREEMENT

This Agreement is by and between MICROGENICS CORPORATION "Seller" and Northeastern Judicial Circui (hereinafter referred to as "Buyer").

SECTION I: ACCOUNT INFORMATION

BILL TO INFORMATION:		Initial Contract Period:	84 months "Contract Term"
Account No.:	C1002043	SHIP TO INFORMATION:	
Customer Name:	Northeastern Judicial Circui	Account No.:	C1002043
Street Address:	Hall & Dawson Counties,Po Box 1435, Attn: Accounts Payable	Customer Name:	Hall County Treatment
City, State, ZIP:	Gainsville, GA 30503	Street Address:	Services,2318 Browns Bridge Road
Telephone:	770 536-3837	City, State, ZIP:	Gainesville, GA 30504
Fax:	770 536-1023	Telephone:	770 536-3837
Finance Contact, Title:	Jesse Hemmett	Fax:	770 536-1023
E-mail:		Lab Contact, Title:	Brittany Williamson
Taxable:	YES	E-mail:	
Tax Code:	US-GA	Taxable:	YES
		Tax Code:	111390540

SECTION II: TERMS and INSTRUMENT INFORMATION

Term (Months):	84	Payment Terms:	NET 30 DAYS
Primary Analyzer Model:	Thermo Mindray BA800	Instrument Consumables:	Included
Placement Option:	Reagent Rental	Water System:	Included
Purchase Price per Analyzer:	\$0	Water System Vendor:	
Monthly Lease Amount Per Analyzer:	\$0	Lab Information System:	Included
Service Option:	Mon-Fri, 8AM-5PM	Lab Information System Vendor:	
Service Cost Per Year Per Analyzer:	Included	End of Term Purchase Option:	Purchase at Fair Market Value
Service Vendor:			

Annual Purchase Commitment

Total Annual Committed Tests:	427,200
Est. Reagent Purchase Commitment:	\$115,374.27
Est. Cals. & Controls Commitment:	\$0.00
Annual Instrument Lease Charges:	\$0.00
Annual Instrument Service Charges:	\$0.00
Total Annual Purchase Commitment:	\$115,374.27

Total Contract Purchase Commitment

Total Committed Tests:	2,990,400
Total Reagent Commitment:	\$807,619.88
Total Calibration Commitment:	\$0.00
Total Instrument Lease:	\$0.00
Total Instrument Service Charge:	\$0.00
Instrument Purchase Total:	\$0.00
Total Contract Commitment:	\$807,619.88

SECTION III: ADDITIONAL COMMENTS

This is a Siemens takeaway under the Georgia state contract. The 8500 miscellaneous covers power supply (4K), freight (4K), and computer stand (400). Shipping is estimated under the annual miscellaneous (2K). In terms of importance this is one of the first and largest drug courts in Georgia.

SECTION IV: SIGNATURES

This Agreement shall not commence and become binding unless and until accepted in writing below by an authorized representative of Microgenics Corporation from its Home Office. This Agreement is effective as of the date noted with the authorized Seller/Home Office signature ("Effective Date"). The Agreement will continue for the period of time shown as "Contract Term" above.

Buyer Name/Title (print): Jesse Hemmett

Buyer Signature: _____

Date: _____

Microgenics Sales Rep. Name (print): Todd Fernandez, todd.fernandez@thermofisher.com, 985-276-0540

Microgenics Home Office Signature: _____

Date: _____

Entry #6591

Date Printed:

3/3/2022



Microgenics Corporation
 46500 Kato Road, Fremont, CA 94538
 Technical/Customer Service: 800-232-3342

SECTION VII Reagent Rental Addendum

Buyer: **Northeastern Judicial Circui**

1. **REAGENT PURCHASE:** Under this Agreement, Customer agrees to purchase an Annual Purchase Commitment (as defined in Section II above) of Seller's products as described in Section II, V and VI (hereinafter the "Products") during the Term (as defined in Section I) commencing on the Effective Date. Each twelve- month period during the Term shall be referred to as a "Contract Year". In exchange, Seller will install the instrument(s) identified in Section II ("Instrument(s)") at the Buyer's above location, provided that Buyer shall be responsible for shipping costs and sales tax for the Instrument, if applicable.
 The Products will be ordered as needed by separate and individual purchase orders for each transaction, or standing order.
 The prices for the Products are listed in Sections V and VI and shall be firm for all purchase orders received by Seller during the first Contract Year. Seller may increase the prices for the Products no more than once in any Contract Year, by giving notice to Buyer. Notwithstanding the foregoing, upon 30 days written notice to the Buyer, Seller may increase the purchase price for any Product to account for (i) a significant increase in the cost of any raw material for the Product; (ii) any other significant increase in the cost to manufacture or supply the Product under this Agreement; or (iii) for a measurable decline in volume of Products purchased by Buyer. Should Buyer's Products consumption fall below the agreed Annual Purchase Commitment in any given Contract Year, Seller is entitled to the volume compliance amount(annual contract revenue minus actual sales) and reserves the right to re-negotiate pricing with the Buyer.
2. **SERVICE:** Seller or Seller's authorized representatives shall service the Instruments and shall replace parts necessary to keep the Instruments in working order at no additional cost to Buyer for the duration of the agreement. Buyer shall not alter the Instrument or make any repairs not clearly specified by Seller. Buyer shall operate the Instrument in accordance with the User Manual at all times and be responsible for maintaining the proper environment for the Instrument. Seller is not obligated to perform service on any Instrument that in Seller's sole judgment (i) has been damaged by environmental or operational conditions, including but not limited to the elements, an accident, failure of electrical power, or acts of nature; (ii) has been modified or utilized with unauthorized parts or non-Seller software or reagents; (iii) has been repaired by any individual that is not an authorized Seller employee or designee; or (iv) has been used by an operator that has failed to follow standard Instrument maintenance policies. Any work done on an instrument that was caused by one of the aforementioned events will be billed to the Buyer at the Seller's then current hourly rate.
3. **TITLE:** Seller or Seller's authorized representatives shall service the Instruments and shall replace parts necessary to keep the Instruments in working order at no additional cost to Buyer for the duration of the agreement. Buyer shall not alter the Instrument or make any repairs not clearly specified by Seller. Buyer shall operate the Instrument in accordance with the User Manual at all times and be responsible for maintaining the proper environment for the Instrument. Seller is not obligated to perform service on any Instrument that in Seller's sole judgment (i) has been damaged by environmental or operational conditions, including but not limited to the elements, an accident, failure of electrical power, or acts of nature; (ii) has been modified or utilized with unauthorized parts or non-Seller software or reagents; (iii) has been repaired by any individual that is not an authorized Seller employee or designee; or (iv) has been used by an operator that has failed to follow standard Instrument maintenance policies. Any work done on an instrument that was caused by one of the aforementioned events will be billed to the Buyer at the Seller's then current hourly rate.
4. **RISK OF LOSS:** Buyer assumes responsibility for loss or damage to the Instruments from any cause whatsoever, except for loss or damage caused by Seller, its employees or agents. Buyer shall promptly notify Seller of any loss or damage to the Instruments. If Seller, in its discretion, determines that the damaged Instruments are repairable, the Buyer shall pay the costs of repair and Seller, at its option, shall either repair or replace the Instruments. If Seller decides the Instruments are unrepairable, or if the Instruments are lost or stolen, then the Buyer shall pay Seller the balance of the amounts owed for the prorated cost of the instrument(s).
5. **INSPECTION AND LOCATION:** Seller may, with reasonable notice during regular business hours, enter upon the Buyer's premises where the Instruments are located for the purpose of inspecting the Instruments. Instruments may not be relocated without written approval from Seller.
6. **DISCOUNT/PRICE REDUCTION DISCLOSURE:** Buyer has been informed of and agrees to properly disclose and appropriately reflect any discounts or reductions in price associated with Products or Instruments described in this Agreement, in costs claimed or charges made by Buyer under Medicare, Medicaid, or federal or state healthcare programs requiring such disclosure or reporting, Social Security Act, section 1128B (b) (3) (A), 42 U.S.C. section 1320a-7b (b) (3) (A). If Buyer needs any additional information from Seller in order to meet such requirements, Buyer agrees to make a written request.
7. **INSURANCE:** The Buyer shall provide, maintain and pay for (a) insurance against the loss or theft of or damage to the Instruments, for full replacement value thereof, naming Seller as an additional insured, and (b) comprehensive product liability insurance protecting against claims for bodily injury, death and/or property damage arising out of the use, possession, operating or condition of the Instrument. The Buyer shall maintain general liability insurance having minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, and worker's compensation coverage having statutory limits. At Seller's request, the Buyer shall make available such insurance policies for Seller's review and inspection.
8. **TRANSPORTATION AND RETURN OF EQUIPMENT:** If, for any reason, the Buyer needs to return the Instruments, the Buyer must notify Seller Technical Service for packing and shipping instructions. The Instruments are to be returned in the same condition as received, ordinary wear and tear accepted. The Buyer will be responsible for the loss of or damage to the Instruments while they are in return transit and shall bear the packing and transportation expenses for the return of the Instruments.
9. **FORCE MAJEURE:** Except for Buyer's obligation to pay for Products under this Agreement, neither Party shall be liable to the other for its delay or failure to perform under this Agreement or shall have any right to terminate this Agreement for any such delay or failure in performance attributable to any Act of God including but not limited to, flood, fire, explosion, strike, lockout, labor dispute, casualty or accident, war, revolution, civil commotion, act of public enemies, blockage or embargo, injunction, law, order, proclamation, regulation, ordinance, demand or requirement of any government or subdivision, authority or representative of any such

government, or any other cause beyond the reasonable control of such Party, if the Party affected shall give prompt notice of any such cause to the other Party. The Party giving such notice shall thereupon be excused from such of its obligations, hereunder for the period of time that it is so disabled.

- 10. **DISCLAIMER:** The individual kit yields results may vary based on multiple factors, Yields should be used as a reference point only. Any change to the actual kit yield does not guarantee a retroactive credit or billing.
- 11. **ADDITIONAL TERMS/ENTIRE AGREEMENT:** This Agreement and the attached terms and conditions of sale in Section VIII, including but not limited to the warranty, indemnification and other terms of sale, supersedes all terms and conditions contained in any order form issued by the Buyer, which are hereby expressly rejected. If any terms in Section VIII conflict with this Agreement or other Section(s), the terms in this Agreement and/or such other Section(s) supersede the conflicting term in Section VIII. This Agreement hereby cancels and supersedes all previous Agreements between the parties hereto pertaining to the subject matter hereof whether in oral or in writing and constitutes the entire Agreement of the parties hereto, and shall not be amended or altered in any respect except in writing executed by the parties.

Buyer Signature: _____

Date: _____

Date Printed: 3/3/2022



Microgenics Corporation

46500 Kato Road, Fremont, CA 94538

Technical/Customer Service: 800-232-3342

SECTION V Committed Products Addendum

Customer: Northeastern Judicial Circui

Contract Length (Months): 84

Total Annual Tests: 427,200

Estimated Annual \$*: \$115,374

(*Annual \$ includes estimated calibration)

(ALL PRICES IN THIS SECTION ARE SUBJECT TO 0 % YEARLY INCREASE)

Analyte	Product	Description	# Annual Tests	# Annual Kits	Yield	Kit Price	\$/Test	Annual Total	Term Total
Alcohol	0038	Alcohol (Ethyl) 500mL	12,000	1.3	9,027	\$2,617.83	\$0.290	\$3,403	\$23,822
Amphetamine	0018	Amphetamine 500mL	30,000	3.3	9,027	\$2,617.83	\$0.290	\$8,639	\$60,472
Barbiturate	0226	Barbiturate 500mL	12,000	1.3	9,027	\$2,617.83	\$0.290	\$3,403	\$23,822
Benzodiazepine	0040	Benzodiazepine 500mL	30,000	3.3	9,027	\$2,617.83	\$0.290	\$8,639	\$60,472
Cocaine	0056	Cocaine 500mL	30,000	3.3	9,027	\$2,617.83	\$0.290	\$8,639	\$60,472
Creatinine	1797	Creatinine 500mL	30,000	3.3	9,027	\$902.70	\$0.100	\$2,979	\$20,852
Ecstasy	100076	Ecstasy (MDMA) 500mL	12,000	1.3	9,027	\$2,617.83	\$0.290	\$3,403	\$23,822
EDDP	100116	Methadone Metabolite (EDDP) 500mL	30,000	3.3	9,027	\$2,617.83	\$0.290	\$8,639	\$60,472
ETG	10015893	EtG Ethylglucuronide 500mL CJF	30,000	3.3	9,027	\$2,617.83	\$0.290	\$8,639	\$60,472
Fentanyl	10016005	Fentanyl 500mL CJF	12,000	1.3	9,027	\$2,617.83	\$0.290	\$3,403	\$23,822
General Oxidant	10009958	General Oxidant Validity 500mL	12,000	1.3	9,456	\$945.60	\$0.100	\$1,229	\$8,605
Hydrocodone	10018053	Hydrocodone 500mL	30,000	3.3	9,027	\$2,617.83	\$0.290	\$8,639	\$60,472
Opiate	0136	Opiate 500mL	30,000	3.3	9,027	\$2,617.83	\$0.290	\$8,639	\$60,472
Oxycodone	100249	Oxycodone 500mL	30,000	3.3	9,027	\$2,617.83	\$0.290	\$8,639	\$60,472
PH	100054	pH Validity Detect 500mL	12,000	1.5	7,960	\$796.00	\$0.100	\$1,194	\$8,358
Propoxyphene	0433	PPX (Propoxyphene) 500mL	12,000	1.3	9,027	\$2,617.83	\$0.290	\$3,403	\$23,822
Sp Gravity	1194	Specific Gravity Detect Validity 500mL	12,000	1.3	9,027	\$902.70	\$0.100	\$1,174	\$8,215
THC	0186	THC (Cannabinoids) 500mL	30,000	3.3	9,027	\$2,617.83	\$0.290	\$8,639	\$60,472
6-AM	100186	Heroin (6AM) Metabolite LC	12,000	1.3	9,027	\$2,617.83	\$0.290	\$3,403	\$23,822
Buprenorphine	100240	Buprenorphine MCC	12,000	10.7	1,118	\$324.22	\$0.290	\$3,469	\$24,284
Kratom	10026612	Mitragynine (Kratom) MCC	2,400	2.1	1,118	\$1,285.70	\$1.150	\$2,700	\$18,900
Synthetic Cannabinoids	10022955	UR-144/XLR-11 MCC	2,400	2.1	1,118	\$1,062.10	\$0.950	\$2,230	\$15,613
Synthetic Cannabinoids	10022977	AB-PINACA MCC	2,400	2.1	1,118	\$1,062.10	\$0.950	\$2,230	\$15,613
			427,200					\$115,374	\$807,620

Buyer Signature/Date: _____

Date Printed: 3/3/2022



Microgenics Corporation

46500 Kato Road, Fremont, CA 94538

Technical/Customer Service: 800-232-3342

SECTION VI Catalog Price Addendum

Customer: Northeastern Judicial Circui

Primary Instrument: Thermo Mindray BA800

Annual Testing Volume: 427,200

DRI DRUGS OF ABUSE PRODUCTS

DRI DRUGS OF ABUSE ASSAYS

Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit
0017	Amphetamine 100mL **	100mL	1754	\$508.66
0037	Alcohol (Ethyl) 100mL **	100mL	1754	\$508.66
0039	Benzodiazepine 100mL **	100mL	1754	\$508.66
0055	Cocaine 100mL **	100mL	1754	\$508.66
0135	Opiate 100mL **	100mL	1754	\$508.66
0160	PCP (Phencyclidine) 100mL	100mL	1754	\$737.56
0161	PCP (Phencyclidine) 500mL	500mL	9027	\$3,795.85
0185	THC (Cannabinoids) 100mL **	100mL	1754	\$508.66
0225	Barbiturate 100mL **	100mL	1754	\$508.66
0394	Cotinine 100mL	100mL	1754	\$2,416.14
0395	Cotinine 500mL	500mL	9027	\$12,434.69

Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit
0432	PPX (Propoxyphene) 100mL **	100mL	1754	\$508.66
0514	Methaqualone 100mL	100mL	1754	\$737.56
0515	Methaqualone 500mL	500mL	9027	\$3,795.85
0596	Methadone 100mL	100mL	1754	\$737.56
0597	Methadone 500mL	500mL	9027	\$3,795.85
100075	Ecstasy (MDMA) 100mL **	100mL	1754	\$508.66
100115	Methadone Metabolite (EDDP) 100mL **	100mL	1745	\$506.05
10015894	EtG Ethylglucuronide 68mL CJF **	68mL	1172	\$339.88
100248	Oxycodone 70mL **	70mL	1172	\$339.88
10028871	DRI Fentanyl II 2X500 mL (FDA)	2X500 mL	6620	\$4,623.00
10028872	DRI Fentanyl II 115 mL (FDA)	115mL	1486	\$3,999.99

DRI DAU CONTROLS

Cat #	Prod Desc	Kit Size	\$/Kit
0239	Alcohol (Ethyl) 50mg/dL Control 5mL	5mL	\$0.00
0243	Alcohol (Ethyl) 300mg/dL Control 5mL	5mL	\$0.00
0460	Cotinine Control 300ng/mL	5mL	\$0.00
0470	Cotinine Control 700ng/mL	5mL	\$0.00
10015934	EtG Ethylglucuronide Control 375ng/mL CJF	25mL	\$0.00
10015936	EtG Ethylglucuronide Control 625ng/mL CJF	25mL	\$0.00
10015937	EtG Ethylglucuronide Control 750ng/mL CJF	25mL	\$0.00
10015939	EtG Ethylglucuronide 1250ng/mL Control CJF	25mL	\$0.00
10016022	Fentanyl 1ng/mL Control CJF	25mL	\$0.00
10016024	Fentanyl 3ng/mL Control CJF	25mL	\$0.00

Cat #	Prod Desc	Kit Size	\$/Kit
10028875	DRI Fentanyl II Control Kit (FDA)	2 X 10mL per level	\$0.00
10018149	Hydrocodone 225ng/mL & 375ng/mL Control Set	10mL	\$0.00
100254	Oxycodone 100ng/mL Cutoff Control	10mL	\$0.00
100255	Oxycodone 300ng/mL Cutoff Control	10mL	\$0.00
0168	THC (Cannabinoids) 60ng/mL Control 5mL	5mL	\$0.00
0170	THC (Cannabinoids) 40ng/mL Control 5mL	5mL	\$0.00
0212	THC (Cannabinoids) 125ng/mL Control 5mL	5mL	\$0.00
0214	THC (Cannabinoids) 75ng/mL Control 5mL	5mL	\$0.00
1401	THC (Cannabinoids) 40ng/mL Control 25mL	25mL	\$0.00
1402	THC (Cannabinoids) 60ng/mL Control 25mL	25mL	\$0.00
1404	THC (Cannabinoids) 125ng/mL Control 25mL	25mL	\$0.00

DRI DAU CALIBRATORS

Cat #	Prod Desc	Kit Size	\$/Kit
0241	Alcohol (Ethyl) 100mg/dL Cal 5mL	5mL	\$0.00
0311	Alcohol (Ethyl) Negative Cal 5mL	5mL	\$0.00
1405	Alcohol (Ethyl) Negative Cal 25mL	25mL	\$0.00
1406	Alcohol (Ethyl) 100mg/dL Cal 25mL	25mL	\$0.00
0404	Cotinine Cal Set	6x5mL	\$0.00
100079	Ecstasy 1000ng/mL Cal	10mL	\$0.00
100080	Ecstasy 750ng/mL Cal	10mL	\$0.00
100081	Ecstasy 500ng/mL Cal	10mL	\$0.00
100082	Ecstasy 250ng/mL Cal	10mL	\$0.00
100117	Methadone Metabolite 150ng/mL Cal	10mL	\$0.00
100118	Methadone Metabolite 300ng/mL Cal	10mL	\$0.00
100120	Methadone Metabolite 1000ng/mL Cal	10mL	\$0.00
100122	Methadone Metabolite 2000ng/mL Cal	10mL	\$0.00
10015932	EtG Ethylglucuronide Negative Cal CJF	25mL	\$0.00
10015933	EtG Ethylglucuronide 100ng/mL Cal CJF	10mL	\$0.00
10015935	EtG Ethylglucuronide 500ng/mL Cal CJF	10mL	\$0.00
10015938	EtG Ethylglucuronide 1000ng/mL Cal CJF	10mL	\$0.00
10015940	EtG Ethylglucuronide 2000ng/mL Cal CJF	10mL	\$0.00
10016023	Fentanyl 2ng/mL Cal CJF	10mL	\$0.00
10028873	DRI Fentanyl II Cutoff Cal (FDA)	2 X 10mL	\$0.00
10028874	DRI Fentanyl II Neg Cal	2 X 10mL	\$0.00
10018079	Hydrocodone 100ng/mL Cal	10mL	\$0.00
10018080	Hydrocodone 300ng/mL Cal	10mL	\$0.00
10018081	Hydrocodone 500ng/mL Cal	10mL	\$0.00
10018082	Hydrocodone 1000ng/mL Cal	10mL	\$0.00
0034	Urine Low Cal	5mL	\$0.00

Cat #	Prod Desc	Kit Size	\$/Kit
0036	Urine High Cal	5mL	\$0.00
1388	Urine Negative Cal DRI 25mL	25mL	\$0.00
1588	Multi Drug Urine 1 Cal 10mL	10mL	\$0.00
1589	Multi Drug Urine 1 Cal 25mL	25mL	\$0.00
1591	Multi Drug Urine 2 Cal 10mL	10mL	\$0.00
1592	Multi Drug Urine 2 Cal 25mL	25mL	\$0.00
1594	Multi Drug Urine 3 Cal 10mL	10mL	\$0.00
1595	Multi Drug Urine 3 Cal 25mL	25mL	\$0.00
1597	Multi Drug Urine 4 Cal 10mL	10mL	\$0.00
1598	Multi Drug Urine 4 Cal 25mL	25mL	\$0.00
1664	Urine Negative Cal DRI 10mL	10mL	\$0.00
1609	Opiate 150ng/mL Cal 25mL	25mL	\$0.00
1610	Opiate 500ng/mL Cal 25mL	25mL	\$0.00
100250	Oxycodone 100ng/mL Cal	10mL	\$0.00
100251	Oxycodone 300ng/mL Cal	10mL	\$0.00
100252	Oxycodone 500ng/mL Cal	10mL	\$0.00
100253	Oxycodone 1000ng/mL Cal	10mL	\$0.00
10024403	pH Detect 4 & 11 SAMSHA Calibrator	2x25mL	\$0.00
0042	THC (Cannabinoids) 50ng/mL Cal 5mL	5mL	\$0.00
0044	THC (Cannabinoids) 100ng/mL Cal 5mL	5mL	\$0.00
0206	THC (Cannabinoids) 200ng/mL Cal 5mL	5mL	\$0.00
0235	THC (Cannabinoids) 20ng/mL Cal 5mL	5mL	\$0.00
1397	THC (Cannabinoids) 20ng/mL Cal 25mL	25mL	\$0.00
1398	THC (Cannabinoids) 50ng/mL Cal 25mL	25mL	\$0.00
1399	THC (Cannabinoids) 100ng/mL Cal 25mL	25mL	\$0.00
1400	THC (Cannabinoids) 200ng/mL Cal 25mL	25mL	\$0.00

Buyer Signature/Date: _____

Date Printed: 3/3/2022

SECTION VI Catalog Price Addendum

Customer: Northeastern Judicial Circui

Primary Instrument: Thermo Mindray BA800

Annual Testing Volume: 427,200

CEDIA DRUGS OF ABUSE PRODUCTS

CEDIA DRUGS OF ABUSE ASSAYS

Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit	Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit
100040	Amphetamine/Ecstasy LC	495mL	9027	\$3,795.85	100107	Heroin (6AM) Metabolite TSC No Barcode **	3X17mL	870	\$252.30
100084	Barbiturate TSC No Barcode	3X17mL	870	\$365.84	100108	Heroin (6AM) Metabolite MCC **	65mL	1118	\$324.22
100085	Benzodiazepine TSC No Barcode	3x17mL	870	\$365.84	100170	PPX (Propoxyphene) TSC No Barcode	3X17mL	870	\$365.84
100086	Cocaine TSC No Barcode	3X17mL	870	\$365.84	100171	PPX (Propoxyphene) MCC	65mL	1118	\$470.12
100087	Methadone Metabolite (EDDP) TSC No Barcode	3X17mL	870	\$365.84	100172	PCP (Phencyclidine) TSC No Barcode	3X17mL	870	\$365.84
100088	Methadone TSC No Barcode	3X17mL	870	\$365.84	100173	PCP (Phencyclidine) MCC	65mL	1118	\$470.12
100089	Opiate TSC No Barcode	3X17mL	870	\$365.84	100190	Buprenorphine TSC No Barcode **	3X17mL	870	\$252.30
100091	THC (Cannabinoids) TSC No Barcode	3X17mL	870	\$365.84	10020850	Buprenorphine II MCC	65mL	1118	\$470.12
100093	Barbiturate MCC	65mL	1118	\$470.12	1661213	Barbiturate LC	495mL	9027	\$3,795.85
100094	Benzodiazepine MCC	65mL	1118	\$470.12	1661230	Cocaine LC	495mL	9027	\$3,795.85
100095	Cocaine MCC	65mL	1118	\$470.12	1661248	Opiate LC	495mL	9027	\$3,795.85
100096	Methadone Metabolite (EDDP) MCC	65mL	1118	\$470.12	1661256	THC (Cannabinoids) LC	495mL	9027	\$3,795.85
100097	Methadone MCC	65mL	1118	\$470.12	1661523	PPX (Propoxyphene) LC	495mL	9027	\$3,795.85
100098	Opiate MCC	65mL	1118	\$470.12	1730916	Methadone LC	495mL	9027	\$3,795.85
100099	Opiate 2000 MCC	65mL	1118	\$470.12	1732137	LSD SC	18mL	0	\$549.99
100100	THC (Cannabinoids) MCC	65mL	1118	\$470.12	1775561	Benzodiazepine LC	495mL	9027	\$3,795.85
100103	Amphetamine/Ecstasy MCC	65mL	1118	\$470.12	1815296	Opiate 2000 LC	495mL	9027	\$3,795.85
100104	Amphetamine/Ecstasy TSC No Barcode	3X17mL	870	\$365.84	1815784	PCP (Phencyclidine) LC	495mL	9027	\$3,795.85
					1868217	Methadone Metabolite (EDDP) LC	495mL	9027	\$3,795.85

MAS TOXICOLOGY CONTROLS

Cat #	Prod Desc	Kit Size	\$/Kit	Cat #	Prod Desc	Kit Size	\$/Kit
DOAT-2	DOA TOTAL L2 MAS	6x18mL	\$0.00	DOAT-6	DOA TOTAL L6 MAS	6x18mL	\$0.00
DOAT-3	DOA TOTAL L3 MAS	6x18mL	\$0.00	DOAT-MP	DOA TOTAL MP MAS	6x18mL 1 lev ea	\$0.00
DOAT-4	DOA TOTAL L4 MAS	6x18mL	\$0.00	DOAT-1	DOA TOTAL L1 MAS	6x18mL	\$0.00
DOAT-5	DOA TOTAL L5 MAS	6x18mL	\$0.00	10011608	Kit Tox Ctrl MP MAS	6x5mL	\$0.00

CEDIA DAU CALIBRATORS

Cat #	Prod Desc	Kit Size	\$/Kit
100031	Heroin (6AM) 10ng Cutoff Cal	5mL	\$0.00
100034	Heroin (6AM) 20ng High Cal	5mL	\$0.00
100241	Buprenorphine 0ng/mL Cal	7.5mL	\$0.00
100242	Buprenorphine 5ng/ml Cal	5mL	\$0.00
100243	Buprenorphine 20ng/mL Cal	5mL	\$0.00
100244	Buprenorphine 50ng/mL Cal	5mL	\$0.00
100245	Buprenorphine 75ng/mL Cal	5mL	\$0.00
10020799	Buprenorphine II 10ng/mL Cal	1x5mL	\$0.00
10020800	Buprenorphine II 20ng/mL Cal	1x5mL	\$0.00
10020801	Buprenorphine II 50ng/mL Cal	1x5mL	\$0.00
10020802	Buprenorphine II 100ng/mL Cal	1x5mL	\$0.00
10021390	Buprenorphine II Negative Cal	1x17mL	\$0.00
10022753	Mitragynine (Kratom) Neg Cal II_CJF	1x7.5mL	\$0.00
10026590	Mitragynine (Kratom) Cal 20 ng/mL	5mL	\$0.00
10026591	Mitragynine (Kratom) Cal 50 ng/mL	5mL	\$0.00
10026592	Mitragynine (Kratom) Cal 100 ng/mL	5mL	\$0.00
10026593	Mitragynine (Kratom) Cal 200 ng/mL	5mL	\$0.00
1732153	LSD Cut Off Cal	5mL	\$0.00
1732161	LSD Intermediate Cal	5mL	\$0.00
1732196	LSD High Cal	5mL	\$0.00
100033	Multi Drug Optional Cal 5mL	5mL	\$0.00
1730380	Multi Drug Intermediate Cal 5mL	5mL	\$0.00
1730398	Multi Drug High Cal 5mL	5mL	\$0.00
1730401	Multi Drug Primary-Clinical Cal 5mL	5mL	\$0.00
1730428	Multi Drug Secondary Cal 5mL	5mL	\$0.00
1730517	Multi Drug Secondary Cutoff Cal 15mL	15mL	\$0.00
1732218	Multi Drug Intermediate Cal 15mL	15mL	\$0.00
1732226	Multi Drug High Cal 15mL	15mL	\$0.00

Cat #	Prod Desc	Kit Size	\$/Kit
1815326	Multi Drug Primary Cal 5mL	5mL	\$0.00
1815334	Multi Drug Primary Cal 15mL	15mL	\$0.00
1557416	Urine Negative Cal CEDIA 5mL	5mL	\$0.00
1661388	Urine Negative Cal CEDIA 15mL	15mL	\$0.00
1662848	PPX / Methadone Cutoff Cal	5mL	\$0.00
1662856	PPX / Methadone Intermediate Cal	5mL	\$0.00
1662864	PPX / Methadone High Cal	5mL	\$0.00
10022754	UR-144 10ng/mL Cal	1x5mL	\$0.00
10022755	UR-144 20ng/mL Cal	1x5mL	\$0.00
10022756	UR-144 40ng/mL Cal	1x5mL	\$0.00
10022759	UR-144 60ng/mL Cal	1x5mL	\$0.00
10022930	AB-PINACA Negative III Cal	1x10mL	\$0.00
10022931	AB-PINACA 5ng/mL Cal	1x5mL	\$0.00
10022932	AB-PINACA 20ng/mL Cal	1x5mL	\$0.00
10022933	AB-PINACA 50ng/mL Cal	1x5mL	\$0.00
10022934	AB-PINACA 100ng/mL Cal	1x5mL	\$0.00
1557505	THC (Cannabinoids) 25ng/mL Cal	15mL	\$0.00
1557513	THC (Cannabinoids) 50ng/mL Cal	15mL	\$0.00
1557521	THC (Cannabinoids) 75ng/mL Cal	15mL	\$0.00
1557530	THC (Cannabinoids) 100ng/mL Cal	15mL	\$0.00
1557548	THC (Cannabinoids) 150ng/mL Cal	15mL	\$0.00
10022376	Buprenorphine 1ng/mL Cal	5mL	\$0.00
10014954	Multi Drug Oral Fluid Negative Cal	20mL	\$0.00
10014955	Multi Drug Oral Fluid Cutoff Cal	10mL	\$0.00
10022355	Multi-Drug Oral Fluid Cutoff Set B Cal	10mL	\$0.00
10014950	Methamphetamine Oral Fluid Negative Cal	10mL	\$0.00
10014951	Methamphetamine Oral Fluid 40ng/mL Cutoff Cal	5mL	\$0.00
10014922	THC (Cannabinoids) Oral Fluid Negative Cal	10mL	\$0.00
10014923	THC (Cannabinoids) Oral Fluid (1ng/mL) Cutoff Cal	5mL	\$0.00

CEDIA DAU CONTROLS

Cat #	Prod Desc	Kit Size	\$/Kit
100246	Buprenorphine Control Set 3ng to 7ng	2x5mL	\$0.00
10020804	Buprenorphine II Control Set 7.5ng/mL and 12.5ng/mL	2x5mL	\$0.00
10026594	Mitragynine (Kratom) Ctrl Set 37.5ng / 62.5ng	2x5mL	\$0.00
1815440	Multi Drug Specialty Control Set	3x5mL	\$0.00
10022760	UR-144 5ng/mL(low) & 15ng/mL (High) Control Set	2x5mL	\$0.00
10022935	AB-PINACA 10ng/mL (Low) & 30ng/mL (High) Control set	2x5mL	\$0.00
1661060	THC (Cannabinoids) 100 Control Set (75ng/mL & 125ng/mL)	2x15mL	\$0.00

Cat #	Prod Desc	Kit Size	\$/Kit
1661078	THC (Cannabinoids) 50 Control Set (37.5ng/mL & 62.5ng/mL)	2x15mL	\$0.00
1661086	THC (Cannabinoids) 25 Control Set (18.75ng/mL & 31.25ng/mL)	2x15mL	\$0.00
10022377	Buprenorphine Control 0.5 to 1.5 OFT	5mL	\$0.00
10014957	Multi Drug Oral Fluid Control Set	2x15mL	\$0.00
10022356	CEDIA Multi-Drug Oral Fluid Control Set B	2x15mL	\$0.00
10014953	Methamphetamine Oral Fluid 20ng/mL & 60ng/mL Control Set	2x10mL	\$0.00
10014925	THC (Cannabinoids) Oral Fluid (0.5ng & 1.5ng) Control Set	2x10mL	\$0.00

DAU SPECIALTY PRODUCTS

Cat #	Prod Desc	Kit Size	\$/Kit
127680	Beta-Glucuronidase	5mL	\$324.99

CEDIA/DRI MULTI-DRUG DAU CONTROL SETS

Cat #	Prod Desc	Kit Size	\$/Kit
100069	Multi Drug Optional Control Set	2x5mL	\$0.00
100200	Multi Drug Primary Control Set	3x5mL	\$0.00
100201	Multi Drug Clinical Control Set	3x5mL	\$0.00
100202	Multi Drug Select Control Set	3x5mL	\$0.00

Buyer Signature/Date: _____

Date Printed: 3/3/2022



Microgenics Corporation

46500 Kato Road, Fremont, CA 94538

Technical/Customer Service: 800-232-3342

SECTION VI Catalog Price Addendum

Customer: Northeastern Judicial Circui

Primary Instrument: Thermo Mindray BA800

Annual Testing Volume: 427,200

CEDIA ORAL FLUIDS TESTING PRODUCTS

CEDIA ORAL FLUIDS TESTING PRODUCTS

Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit	Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit
10014764	Cocaine Oral Fluid MCC	65mL	0	\$939.99	10018600	Opiate Oral Fluid TSC	3x17mL	0	\$1,599.99
10014873	Opiate Oral Fluid MCC	65mL	0	\$1,999.99	10018605	PCP (Phencyclidine) Oral Fluid TSC	3x17mL	0	\$1,599.99
10014888	PCP (Phencyclidine) Oral Fluid MCC	65mL	0	\$1,999.99	10022348	Barbiturates Oral Fluid MCC	65mL	0	\$1,999.99
10014910	THC (Cannabinoids) Oral Fluid MCC	65mL	0	\$1,999.99	10022349	Benzodiazepine Oral Fluid MCC	65mL	0	\$1,999.99
10014947	Amphetamine Oral Fluid MCC	65mL	0	\$939.99	10022350	Methadone Oral Fluid MCC	65mL	0	\$1,999.99
10014949	Methamphetamine Oral Fluid MCC	65mL	0	\$1,999.99	10022351	Oxycodone Oral Fluid MCC	65mL	0	\$1,999.99
10015531	Oral Fluid Buffer	1L	0	\$199.99	10022352	Buprenorphine Oral Fluid MCC	65mL	0	\$2,999.99
10018579	Amphetamine TSC Oral Fluid	3x17mL	0	\$799.99	96100-050	Oral Eze Collection Device 50	50/kit	50	\$62.50
10018585	THC (Cannabinoids) Oral Fluid TSC	3x17mL	0	\$1,599.99	96100-500	Oral Eze Collection Device 500	500/kit	500	\$625.00
10018590	Cocaine Oral Fluid TSC No Barcode	3x17mL	0	\$799.99	96105-050	Oral Eze Sample Extractor 50	50/kit	50	\$62.50
10018595	Methamphetamine Oral Fluid TSC	3x17mL	0	\$1,599.99	96105-500	Oral Eze Sample Extractor 500	500/kit	500	\$625.00

DRI Adulteration Controls and Calibrators

Cat #	Prod Desc	Kit Size	\$/Kit	Cat #	Prod Desc	Kit Size	\$/Kit
100272	Creatinine 2&20mg/dL Cal	2x25mL	\$0.00	100282	pH Detect 3.6 Control	25mL	\$0.00
100273	Creatinine Control 1.3mg/dL	25mL	\$0.00	100283	pH Detect 3.0 & 11.0 Cal Set	2x25mL	\$0.00
100274	Creatinine Control 7.5mg/dL	25mL	\$0.00	100284	pH Detect 7 Control	25mL	\$0.00
100275	Creatinine Control 23mg/dL	25mL	\$0.00	100285	pH Detect 10 Control	25mL	\$0.00
10009971	General Oxidant 0 & 200 Cal Set	2x25mL	\$0.00	1754	Specific Gravity Detect Low Cal	2x25mL	\$0.00
10009972	General Oxidant 100 & 300 Control Set	2x25mL	\$0.00	1755	Specific Gravity Detect High Gravity Cal	25mL	\$0.00
100281	pH Detect 11.5 Control	25mL	\$0.00	1756	Specific Gravity Detect Level 1 Control	25mL	\$0.00
				1757	Specific Gravity Detect Level 2 Control	25mL	\$0.00

DRI SERUM TOXICOLOGY

DRI Toxicology Calibrators and Controls

Cat #	Prod Desc	Kit Size	\$/Kit	Cat #	Prod Desc	Kit Size	\$/Kit
1091	Serum Acetaminophen Cal Set	1x5mL 5x2mL ea	\$0.00	0965	Serum/Urine Tox 2 Cal	5mL	\$0.00
0962	Serum/Urine Tox Negative Cal	5mL	\$0.00	0967	Serum/Urine Tox 3 Cal	5mL	\$0.00
0963	Serum/Urine Tox 1 Cal	5mL	\$0.00	0976	Serum/Urine Tox 4 Cal	5mL	\$0.00

SERUM TOXICOLOGY

Cat #	Prod Desc	Kit Size	\$/Kit	Cat #	Prod Desc	Kit Size	\$/Kit
0911	Serum/Urine Barbiturate Tox	25mL	\$499.99	1086	Serum/Urine Acetaminophen Tox	25mL	\$499.99
0920	Serum/Urine Benzodiazepine Tox	25mL	\$499.99	1128	Serum/Urine Tricyclic Tox	25mL	\$499.99

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Date Printed: 3/3/2022



Microgenics Corporation
 46500 Kato Road, Fremont, CA 94538
 Technical/Customer Service: 800-232-3342

SECTION VI Catalog Price Addendum

Customer: Northeastern Judicial Circui
 Primary Instrument: Thermo Mindray BA800

Annual Testing Volume: 427,200

INDIKO PRODUCTS

DRI Indiko

Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit
10014585	Amphetamine Barcode-Indiko **	3x18mL	870	\$252.30
10014593	Cocaine Barcode-Indiko **	3x18mL	870	\$252.30
10014601	Opiate Barcode-Indiko **	3x18mL	870	\$252.30
10014665	THC (Cannabinoids) Barcode-Indiko **	3x18mL	870	\$252.30
10014673	PCP (Phencyclidine) Barcode-Indiko	3x18mL	870	\$365.84
10014681	Ecstasy (MDMA) Barcode-Indiko **	3x18mL	870	\$252.30
10015632	Oxycodone Barcode-Indiko **	3x18mL	870	\$252.30
10015638	Creatinine Validity Barcode-Indiko **	3x18mL	870	\$87.00
10015644	Benzodiazepine Barcode-Indiko **	3x18mL	870	\$252.30
10015648	Barbiturates Barcode-Indiko **	3x18mL	870	\$252.30
10015654	pH Validity Detect Barcode-Indiko	3x18mL	792	\$114.84
10016006	Fentanyl Barcode-Indiko CJF **	3x18mL	870	\$252.30
10016154	EtG Ethylglucuronide Barcode- Indiko CJF **	3x18mL	870	\$252.30
10016397	Alcohol (Ethyl) Barcode-Indiko **	3x18mL	870	\$252.30
10016403	Methadone Barcode-Indiko	3x18mL	870	\$365.84
10018054	Hydrocodone Barcode-Indiko **	3x18mL	870	\$252.30
10018510	PPX (Propoxyphene) Barcode-Indiko **	3x18mL	870	\$252.30
10018516	Cotinine Barcode-Indiko	3x18mL	870	\$1,198.43
10018528	General Oxidant Validity Barcode-Indiko **	6x18mL	912	\$91.20
10018532	Specific Gravity Detect Validity Barcode-Indiko **	6x18mL	708	\$70.80

CEDIA Indiko

Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit
10015213	Heroin (6AM) Metabolite Barcode-Indiko **	3x18mL	870	\$252.30
10015658	Buprenorphine Barcode-Indiko **	3x18mL	870	\$252.30
10016409	Benzodiazepine Barcode-Indiko	3x18mL	870	\$365.84
10016413	Cocaine Barcode-Indiko	3x18mL	870	\$365.84
10016417	Amphetamine/Ecstasy Barcode-Indiko	3x18mL	870	\$365.84
10016421	Methadone Metabolite (EDDP) Barcode-Indiko	3x18mL	870	\$365.84
10016425	Methadone Barcode-Indiko	3x18mL	870	\$365.84
10016429	Opiate Barcode-Indiko	3x18mL	870	\$365.84
10016433	THC (Cannabinoids) Barcode-Indiko	3x18mL	870	\$365.84
10017365	Barbiturate Barcode-Indiko	3x18mL	870	\$365.84
10020849	Buprenorphine II Barcoded-Indiko	3x18mL	870	\$365.84
10022949	UR-144/XLR-11 Barcode-Indiko **	3x18mL	870	\$826.50
10022971	AB-PINACA Barcode-Indiko **	3x18mL	870	\$826.50
10026604	Mitragynine (Kratom) Barcode Indiko **	3X18mL	870	\$1,000.50

Buyer Signature/Date: _____

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SECTION VIII: TERMS & CONDITIONS OF SALE

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** Seller hereby offers for sale to the buyer ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY; CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, FOB Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time; Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.

6. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to & risk of loss to the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

7. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace Products and/or provide additional parts or services as reasonably necessary to cause the Products to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Seller further reserves the right, in its sole discretion, to extend any Warranty Period if at the time that the Warranty Period would otherwise expire, there are ongoing concerns regarding a Product's conformance to the warranty stated herein. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS PROVIDED HEREIN, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8. **INDEMNIFICATION.** 8.1 **By Seller.** Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's

designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

8.2 **By Buyer.** Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

9. **SOFTWARE.** With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Thus, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

11. **EXPORT RESTRICTIONS** Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents.

12. **MEDICARE/MEDICAID REPORTING REQUIREMENTS:** If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer shall make written request to Seller in the event Buyer requires additional information from Seller in order to meet its reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

13. **MISCELLANEOUS.** (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, *in vitro* diagnostic uses, *ex vivo* or *in vivo* therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (j) Seller may, in its sole discretion, provide (1) applicable Product training to Buyer or its employees, or (2) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees that any such samples shall be distributed to patients for patient use or, if not so distributed, returned to Seller. Buyer shall not use such samples to provide care to patient and shall not bill patients or third party payers for the provision of such samples.

STATE OF GEORGIA STANDARD
REAGENT AND CONSUMABLES MASTER AGREEMENT

ATTACHMENT A



Equipment Placement Agreement

As of the date last signed below, **Northeastern Judicial Circuit (Hall and Dawson Counties)** (henceforward referred to as Customer) and Thermo Fisher Scientific (hereinafter, sometimes, the "Supplier") enter into this Agreement for drug testing services for a one year term. The terms of this agreement are in reference to the State of Georgia master agreement GBI 471 00-GBI0000100. As of this date 10-01-20, (customer) agrees to accept the drug testing services of Thermo Fisher Scientific for a one year term.

I. General Conditions

1. (Customer) agrees to accept drug testing equipment and supplies for onsite urinalysis and/or oral fluid substance abuse testing facilities.
2. Standard payment terms are net 30 days from date of invoice.
3. The pricing terms are based upon selected commitment in section III.

II. Locations/Facilities

The following location(s) is (are) included in this agreement:

**2318 Browns Bridge Road
Gainesville, GA 30504
Phone:
770-536-3837**

III. Pricing/Commitments

<input type="checkbox"/> A.	Less than 750 specimens per month	Indiko Analyzer	\$0.60 per test
<input type="checkbox"/> B.	751-1499 specimens per month	Indiko Plus Analyzer	\$0.55 per test
<input type="checkbox"/> C.	1500-2499 specimens per month	Mindray 480 Analyzer	\$0.48 per test
<input checked="" type="checkbox"/> D.	2500 or more specimens per month	Indiko Plus and Mindray 800 Analyzer	\$0.29 per test

1. The following are included upon each equipment placement option:
 - a. Drug testing software and any supporting software
 - b. Lab integration with Connexis or Five Points Case Management systems
 - c. Supporting hardware (Computer, Printer, and Barcode Label Printer)
 - d. Delivery and installation of equipment
 - e. Onsite training for employees for proper operation of laboratory equipment and software provided for data management

IV. Software

A. Five Point Solutions Case Management

B. **Connexis Case Management**

Lab Management Systems will have the following features:

1. Web-Based Order Entry and Results
2. Global Search Capability
3. Random Scheduling
4. Barcode Label Generation
5. Multi-Tiered Hierarchy
6. Chain of Custody (COC)
7. Online or Printed Reports

V. SERVICE

1. The Supplier must supply service for the analyzer and the software throughout the life of the agreement.
2. The Supplier will have 24 hour technical assistance. All service for equipment will be provided by the Supplier.

VI. AGREEMENT TERM

Term and Renewal. The "Term" shall begin **Date**.

Options for Renewal: After the initial term, the agreement may be renewed at the sole discretion of User Agency on a year-to-year basis (one year at a time) for up to 6 fiscal periods so that the total of the initial term together with all renewal terms (if User Agency exercises such options) is equivalent to a total of 84 months. User Agency may, at its sole option, renew as to all of the Equipment and Services to be provided hereunder or as to only selected Equipment and Services. The terms and conditions of this Agreement shall apply during any renewals of the term.

MGC Account Manager Name (print): Todd Fernandez

MGC Account Manager Signature: _____ Date: _____

Customer Name/Title (print): *Jessi Emmett, Director*

Customer Signature: *Jessi Emmett* Date: *10/5/20*

DocuSigned by:
Deborah Robinson 10/8/2020
Thermo Fisher Scientific
Sr. Finance Manager, Contracts Management



Sole Source/Brand and Single Source Justification

Request Submitted By

Name:	Katie Mincey
Job Title:	Deputy Court Administrator
Department:	Court Administration
E-Mail Address:	katie.mincey@hallcounty.org
Date of Request:	08/16/2024

Request Details

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

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

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

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

Items purchased from Microgenics Corporation / Thermo Fisher are drug-testing reagents for our in-house lab. These drug testing reagents are specific to the analyzer in the lab and can not be purchased from any other vendor.

Desired Supplier Name: Microgenics Corporation / Thermo Fisher

Desired Supplier Email: todd.fernandez@thermofisher.com

Desired Supplier Phone Number: 985-276-0540

Scope of Work

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

Items purchased from Microgenics Corporation / Thermo Fisher are drug-testing reagents for our in-house lab. These drug testing reagents are specific to the analyzer in the lab and can not be purchased from any other vendor.

Justifying a Sole Source/Brand

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

Items purchased from Microgenics Corporation / Thermo Fisher are drug-testing reagents for our in-house lab. These drug testing reagents are specific to the analyzer in the lab and can not be purchased from any other vendor.

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

Items purchased from Microgenics Corporation / Thermo Fisher are drug-testing reagents for our in-house lab. These drug testing reagents are specific to the analyzer in the lab and can not be purchased from any other vendor.

Justifying a Single Source

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

Items purchased from Microgenics Corporation / Thermo Fisher are drug-testing reagents for our in-house lab. These drug testing reagents are specific to the analyzer in the lab and can not be purchased from any other vendor.

Letter from Original Equipment Manufacturer (required):

Attached

Purchasing Use Only

Buyer:

Buyer E-Mail Address:

Buyer Telephone:

Contract #:

Contract Name:

If publicly solicited, number of protests:

Outcome:

Choose One

Bid # (if competitively bid):

Purchase Order #: